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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKER'S COMPENSATION
COMMISSION,
APPELLATE PANEL

APPELLATE CASE NO.: 2018-002005
WCC FILE NO: 1707458

Scotty Steele, Appellant

v.

Canal Wood, LLC, Wallace
Logging, and the Hartford
Insurance Company, Defendants

Of which Wallace Logging is a
Respondent,

And

The SC Worker's Compensation
Uninsured Employer's Fund,
Respondent

RECORD ON APPEAL

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(803) 743-4200
SC Bar Number 16970

ATTORNEY FOR APPELLANT

RECEIVED

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SC Court of Appeals

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STATE OF NEW YORK

DECISION AND ORDER OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1707458

Scotty Steele,)
Employee,)
Claimant,)
vs.)
Canal Wood, LLC and Wallace Logging,)
Employer,)
and)
The Hartford Insurance Co., Carrier)
and SC Workers' Compensation Uninsured)
Employers' Fund, Defendants)

HEARING: Held in Rock Hill, South Carolina on December 19, 2017.

APPEARANCES: Claimant represented by Stephen Suggs, Esquire of Columbia, South Carolina.

Defendants Canal Wood, LLC and The Hartford represented by Erica E. Loudin, Esquire of Willson Jones Carter & Baxley, P.A., Columbia, South Carolina; Defendant Wallace Logging, Unrepresented; and the SC Workers' Compensation Uninsured Employers' Fund represented by Amy Cofield of Cofield Law Firm, Lexington South Carolina.

PURPOSE OF HEARING: To determine the issues as set forth on the Forms 50 and 51.

DECISION AND ORDER: By T. Scott Beck, Commissioner

FILED: April 18, 2018.

I. APA SUBMISSIONS

Under the Administrative Procedures Act, the following records were submitted into evidence at the time of the hearing:

CLAIMANT'S SUBMISSIONS:

- APA #1: Medical records from Carolinas HealthCare System/CHS Union, dated 06/03/2017, consisting of pages 1-46.
- APA #2: Medical records from Springs Memorial Hospital, dated 06/05/2017, consisting of pages 47-52.
- APA #3: Medical records from OrthoCarolina, dated 06/09/2017, consisting of pages 53-59.
- Exhibit 2: Photo of injury, dated 06/03/2017, consisting of pages 86-88.

DEFENDANT SC UNINSURED EMPLOYERS' FUND'S SUBMISSIONS:

- APA #4: Medical records from Springs Memorial Hospital, dated 06/05/2017, consisting of pages 89-98.
- Exhibit A: Claimant Information Sheet, dated 6/21/2017
- Exhibit B: Workers Compensation Coverage Verification Printout, dated 8/29/2017
- Exhibit C: SC Secretary of State Printout for Canal Wood, L.L.C.

II. STIPULATIONS

Counsel for the respective parties stipulated at the time of the hearing to the following issues:

1. The purpose of the hearing is to determine the issues as set forth in the Forms 50 and 51 and any other issues which may timely come before the Commission;
2. That the Claimant's accident occurred on June 3, 2017;
3. The Claimant's average weekly wage was \$500.00 with a corresponding compensation rate of \$333.35;
4. Notices were timely and properly served upon all parties of interest;
5. Venue, set in Rock Hill, is proper as agreed by all parties;

Without objection, the Commission's file was made a part of the record in this matter with the exception of any self-serving declaration or unstipulated medical reports.

III. STATEMENT OF THE CASE

This case was heard by the undersigned Commissioner in Rock Hill, South Carolina, on December 19, 2017. Claimant sustained an injury to his right middle and ring finger on June 3, 2017. Claimant asserts that Wallace Logging is subject to the Act, as they regularly employed four or more employees, and Defendant Canal Wood is a statutory employer and is therefore responsible for benefits. Claimant requests causally related medical care and temporary total disability benefits from June 3, 2017 and continuing. Based on the reports, Defendant Canal Wood and Hartford Insurance ("Canal Wood") respectfully contends they are not Claimant's statutory employer. Second, Canal Wood asserts that if the undersigned Commissioner finds they are Claimant's statutory employer, Claimant is entitled to only eight (8) weeks of temporary total disability benefits. Third, Canal Wood's objection to the deposition testimony of Mr. Shannon West was sustained. Defendant Uninsured Employers' Fund ("UEF") disputes Claimant's allegation that Wallace Logging regularly employed four or more employees. UEF asserts, however, that Canal Wood is a statutory employer and therefore responsible for all benefits. Additionally, UEF objects to the South Carolina Workers' Compensation Commission maintaining jurisdiction over this matter.

The issues at the hearing are: (1) whether Wallace Logging employed four or employees to be subject to the Act; (2) whether Canal Wood is a statutory employer pursuant to the Act; (3) whether Claimant is entitled to causally related medical care; (4) whether Claimant sustained an injury by accident arising out of and in the course of employment, (5) whether Claimant is a direct or statutory employee of Canal Wood, and (6) whether Claimant is entitled to temporary total

disability compensation pursuant to S.C. Code Ann. § 42-9-10 (1976).

IV. EVIDENCE OF THE CASE

Claimant's Hearing Testimony

Claimant testified in regard to his employment with Wallace Logging. Claimant completed a job application with Jamie Wallace, owner of Wallace Logging, and has been employed by Wallace Logging for approximately one year. His duties include cutting and measuring timber, loading it onto a truck, and driving it to the designated mill, either Canal Wood or New South, per Jamie Wallace's instructions. Claimant earned One Hundred Dollars (\$100) per day with no taxes withdrawn. Jamie Wallace paid Claimant weekly in the form of cash payments. Claimant stopped working for Wallace Logging in June of 2017.

Claimant testified Wallace Logging employees consist of Jeffrey Wallace, Crystal Wallace, Tim Wallace, Stymie/Stanley, and himself. Jamie Wallace, the owner of Wallace Logging, instructs the employees when and where to meet for a project, provides the necessary equipment, has the power and control to terminate employees, and provides Claimant direct, weekly, cash payment. Claimant testified Canal Wood has never provided Claimant with equipment or a paycheck.

Next, Claimant testified regarding his work-related accident. On June 3, 2017, Claimant fractured his right middle and right ring fingers while loading timber onto the cable loader. "I was getting off the back of the truck going to get down to hook [the cable loader] up to another [timber], it just took off and snatched me and wrung my hand." (Hr'g. Tr. 14:20-23). Claimant was transported by ambulance to the hospital and was later met by Jamie Wallace. Claimant's medical treatment for his work-related injuries consisted of the initial emergency room visit and a follow-up appointment. At the follow-up appointment, it was recommended that Claimant see a nerve

specialist after he started experiencing radiating pain to his shoulder when lifting heavy items.

Finally, Claimant testified regarding his current work status. Claimant has been unemployed since June 3, 2017, but he has attempted to find employment. His applications, however, have been denied because the employers believe Claimant will not be able to perform the duties due to his work-related injuries.

Mr. Frederick Shannon West's Hearing Testimony

Mr. West testified in regard to Canal Wood's business practices. Mr. West is employed by Canal Wood as a procurement representative. His duties consist of negotiating a sale with the wood mills and paying the landowners. Mr. West testified that there is no agreement between Canal Wood and Wallace Logging for the performance of activities that are a part of Canal Wood's business. He stated Canal Wood does not know where the timber came from, does not have any rights to the land where the timber came from, and does not direct or contract with Wallace Logging to perform any services. Additionally, Canal Wood has no rights to Wallace Logging's timber until they purchase it from Wallace Logging. Furthermore, Wallace Logging has no contractual obligation to Canal Wood. They have used dealers and mills other than Canal Wood, and there is no penalty against them for taking their inventory to another mill or dealer.

Canal Wood has provided Wallace Logging with a producer number under its dealership. Mr. West noted, however, that Wallace Logging may receive a producer number from any dealership to enter a saw mill; it does not have to be a producer number through Canal Wood.

Next, Mr. West testified in regard to Claimant's relationship with Canal Wood. Mr. West testified Canal Wood only knows of Claimant through his employment with Wallace Logging. Claimant has never applied to work for Canal Wood; Claimant never used Canal Wood's equipment; Canal Wood never hired or paid Claimant; and they have no power or control to fire Claimant.

A record such as was necessary for a decision was made of the proceeding and after careful consideration and study of all the evidence, the following findings of fact are accordingly made.

V. FINDINGS OF FACT

IT IS FOUND AS A FACT:

1. That Employee and Employer are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as amended, with Scotty Steele as Employee-Claimant and Wallace Logging as Employer-Defendant.

2. That the average weekly wage of Employee at the time of the above-described accident was \$500.00, and his compensation rate was \$333.35.

3. Defendant Canal Wood's objection to the Deposition of Shannon West is sustained, as such Claimant APA 60-85 is removed.

4. Wallace Logging is subject to the Act as they regularly employed four or more employees.

5. Claimant was hired by Wallace Logging, was supervised and directed by Wallace Logging, could have been fired by Wallace Logging, and was paid by Wallace Logging. Claimant is therefore a direct employee of Wallace Logging.

6. Defendant Canal Wood is not a statutory employer because there is no agreement between Canal Wood and Wallace Logging for the performance of activities that are part of Canal Wood's trade, business, or occupation. The only agreement between the two companies is the agreement to purchase inventory, not to perform services. The relationship between the two companies is that of a buyer and seller of commodities.

7. There is no contract for service – express, written, or implied – between Canal Wood and Wallace Logging, and Claimant is not a statutory employee of Canal Wood.

8. Claimant suffered compensable injuries to his right middle and right ring fingers.
9. Claimant is entitled to temporary total disability from June 03, 2017 to present and continuing.
10. Claimant APA 59 is not dispositive of a release to full duty.
11. Wallace Logging is responsible for all benefits. Should Wallace Logging be unable or unwilling to provide benefits, the South Carolina Uninsured Employer's Fund shall provide the same, retaining all subrogation rights.

VI. CONCLUSIONS OF LAW

Accordingly, as provided in § 42-17-40, SC Code Ann. (1976), as amended, it is the determination of this Commission that:

1. Pursuant to S.C. Code Ann. § 42-1-130, Claimant was a covered employee at the time in question; and under § 42-1-140, Defendant/Employer was a covered employer under the Act.
2. Pursuant to S.C. Code Ann. § 42-1-160, Claimant did sustain an injury to his right middle and right ring fingers by accident arising out of and in the course of his employment on June 03, 2017.
3. Pursuant to S.C. Code Ann. § 42-0-10, Claimant is entitled to total temporary disability compensation from June 03, 2017 to present and continuing.
4. Pursuant to S.C. Code Ann. § 42-1-400, *Meyer v. Piggly Wiggly*, 331 S.C. 261 (1998); *Wilson v. Daniel International Corp.*, 260 SC 548 (1973); *Pyett v. Marsh Plywood Corp.*, 240 SC 56 (1962), Canal Wood is not a statutory employer.
5. Pursuant to S.C. Code Ann. § 42-1-150, Wallace Logging is subject to the Act as they regularly employed four or more employees.

VII. ORDER/AWARD


IT IS HEREBY ORDERED that Wallace Logging shall pay Claimant compensation benefits for total temporary disability and shall provide all causally related medical care to Claimant as set forth in the Conclusions of Law above.

IT IS FURTHER ORDERED that should Wallace Logging be unable or unwilling to provide benefits, the South Carolina Uninsured Employer's Fund shall provide the same, retaining all subrogation rights.

No hearing costs are assessed in this instance.

IT IS SO ORDERED.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION



T. Scott Beck, Commissioner

CERTIFICATE OF SERVICE

This is to certify the undersigned has this date served this order in the above entitled action upon all parties to this cause by sending an electronic copy hereof by electronic mail addressed to the attorney or attorneys for said parties or by depositing a copy hereof, postage paid, in the United States certified mail addressed to any unrepresented party.
April 19, 2018

By: Shawnee DeBruhl, Administrative Assistant to Commissioner Beck

**APPELLATE PANEL OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
DECISION AND ORDER
WCC FILE NO: 1707458**

SCOTTY STEELE, CLAIMANT/RESPONDENT,

vs.

**CANAL WOOD, LLC, WALLACE LOGGING and THE HARTFORD INSURANCE
COMPANY, DEFENDANTS/RESPONDENTS,**

And

**THE SC WORKERS' COMPENSATION UNINSURED
EMPLOYERS' FUND, DEFENDANT/APPELLANT.**

Appellate Panel Review: Held in Columbia, South Carolina on July 16, 2018.

Appearances: Scotty Steele, Claimant/Respondent represented by:
Stephen Suggs, Esq. of Stewart Law Offices
P.O. Box 670, Rock Hill, South Carolina 29731

Canal Wood, LLC and The Hartford Insurance Company,
Employer/Carrier/Respondents, represented by:
Erica E. Loudin, Esq. of Willson, Jones, Carter, & Baxley
3600 Forest Drive, Columbia, South Carolina 29204

Wallage Logging, Employer/Respondent
Unrepresented and not in attendance

The SC Workers' Compensation Uninsured Employers' Fund,
Defendant/Appellant, represented by:
Amy V. Cofield, Esq. of Cofield Law Firm
809 South Lake Drive, Lexington, South Carolina 29072

Appellate Panel: Commissioner Melody James, Chair
Commissioner Aisha Taylor
Commissioner Susan S. Barden

Order Filed: October 10, 2018

STATEMENT OF THE CASE

This matter is before the Appellate Panel of the South Carolina Workers' Compensation Commission ("Appellate Panel") upon the petition for review by the South Carolina Workers' Compensation Uninsured Employers' Fund ("UEF") from a Decision and Order of Commissioner T. Scott Beck ("Single Commissioner") entered on April 18, 2018 ("Order") following a December, 19, 2017, hearing in Rock Hill, South Carolina.

This claim involves an injury to Claimant that occurred on June 3, 2017. At the hearing before the Single Commissioner, Claimant's Employer, Wallace Logging, ("Wallace") did not appear and was not represented. Defendant, The Hartford Insurance Company, ("Hartford") appeared to contest coverage over the matter as insurance carrier for the alleged statutory employer, Canal Wood ("Canal"). The South Carolina Workers' Compensation Uninsured Employers' Fund ("UEF") also appeared to contest whether it should have coverage for the claim.

The Hearing Commissioner's Decision and Order contained the following findings of fact and conclusions of law:

FINDINGS OF FACT OF SINGLE COMMISSIONER

1. *That Employee and Employer are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as amended, with Scotty Steele as Employee-Claimant and Wallace Logging as Employer-Defendant.*
2. *That the average weekly wage of Employee at the time of the above-described accident was \$500.00, and his compensation rate was \$333.35.*
3. *Defendant, Canal Wood's objection to the Deposition of Shannon West is sustained, as such Claimant APA 60-85 is removed.*

4. *Wallace Logging is subject to the Act as they regularly employed four or more employees.*
5. *Claimant was hired by Wallace Logging, was supervised and directed by Wallace Logging, could have been fired by Wallace Logging, and was paid by Wallace Logging. Claimant is therefore a direct employee of Wallace Logging.*
6. *Defendant, Canal Wood, is not a statutory employer because there is no agreement between Canal Wood and Wallace Logging for the performance of activities that are part of Canal Wood's trade, business, or occupation. The only agreement between the two companies is the agreement to purchase inventory, not to perform services. The relationship between the two companies is that of a buyer and seller of commodities.*
7. *There is no contract for service – express, written, or implied – between Canal Wood and Wallace Logging, and Claimant is not a statutory employee of Canal Wood.*
8. *Claimant suffered compensable injuries to his right middle and right ring fingers.*
9. *Claimant is entitled to temporary total disability from June 03, 2017 to present and continuing.*
10. *Claimant APA 59 is not dispositive of a release to full duty.*
11. *Wallace Logging is responsible for all benefits. Should Wallace Loggins be unable or unwilling to provide benefits, the South Carolina Workers Compensation Uninsured Employer's Fund shall provide the same, retaining all subrogation rights.*

**CONCLUSIONS OF LAW OF
SINGLE COMMISSIONER**

1. Pursuant to S.C. Code Ann. § 42-1-130, Claimant was a covered employee at the time in question; and under § 42-1-140, Defendant/Employer was a covered employer under the Act.
2. Pursuant to S.C. Code Ann. § 42-1-160, Claimant did sustain an injury to his right middle and right ring fingers by accident arising out of and in the course of his employment on June 03, 2017.
3. Pursuant to S.C. Code Ann. § 42-0-10, Claimant is entitled to a total temporary disability compensation from June 03, 2017 to present and continuing.
4. Pursuant to S.C. Code Ann. § 42-1-400, Meyer v. Piggly Wiggly, 331 S.C. 261 (1998); Wilson v. Daniel International Corp., 260SC 548 (1973); Pyett v. Marsh Plywood Corp., 240 SC 56 (1962), Canal Wood is not a statutory employer.
5. Pursuant to S.C. Code Ann. § 42-1-150, Wallace Logging is subject to the Act as they regularly employed four or more employees.

Within the statutory period, the South Carolina Workers' Compensation Uninsured Employers' Fund, Defendant/Appellant, filed a Form 30 – Request for Commission Review which alleges the following errors and exceptions:

1. Did the Single Commissioner err in Finding of Fact Number 4 in finding that Wallace Logging is subject to the Act having regularly employed four or more employees when such findings are contrary to the reliable, probative and the substantial evidence and the laws of South Carolina?
2. Did the Single Commissioner err in Finding of Fact Number 6 that Defendant Canal Wood is not a statutory employer when such finding is contrary to the reliable, probative and the substantial evidence and the laws of South Carolina?

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Order of the Appellate Panel
Scolly Steele v. Canal Wood, LLC, et al
SCWCC #: 1707458

3. *Did the Single Commissioner err in Finding of Fact Number 7 that there was no agreement between Canal Wood and Wallace Logging and Claimant was not a statutory employee of Canal Wood when such finding is contrary to the reliable, probative and the substantial evidence and the laws of South Carolina?*
4. *Did the Single Commissioner err in Finding of Fact Number 9 that the Claimant is entitled to temporary total disability from June 3, 2017 to present and continuing when such finding is contrary to the reliable, probative and the substantial evidence and the laws of South Carolina?*
5. *Did the Single Commissioner err in Finding of Fact Number 10 that Claimant's APA 59 is not dispositive of a release to full duty when such finding is contrary to the reliable, probative and the substantial evidence and the laws of South Carolina?*
6. *Did the Single Commissioner err in Finding of Fact Number 11 that Wallace Logging is responsible for all benefits when such finding is contrary to the reliable, probative and the substantial evidence and the laws of South Carolina?*

Oral argument was held before the Full Commission Panel on July 16, 2018. All proffered testimony has been taken. Such, together with all documentary evidence, has been delivered to the individual members of the Full Commission Panel and has since been under study and consideration. After reviewing the record and considering the briefs and oral arguments, the Commissioners **AFFIRM in part and REVERSE in part**, as follows:

FINDINGS OF FACT

1. That Employee and Employer are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as amended, with Scotty Steele as Employee-Claimant and Wallace Logging as Employer-Defendant.
2. That the average weekly wage of Employee at the time of the above-described accident was \$500.00, and his compensation rate was \$333.35.

3. Defendant Canal Wood's objection to the Deposition of Shannon West is sustained, as such Claimant APA 60-85 is removed.
4. Wallace Logging is subject to the Act as they regularly employed four or more employees.
5. Claimant was hired by Wallace Logging, was supervised and directed by Wallace Logging, could have been fired by Wallace Logging, and was paid by Wallace Logging. Claimant is therefore a direct employee of Wallace Logging.
6. Defendant Canal Wood is not a statutory employer because there is no agreement between Canal Wood and Wallace Logging for the performance of activities that are part of Canal Wood's trade, business, or occupation. The only agreement between the two companies is the agreement to purchase inventory, not to perform services. The relationship between the two companies is that of a buyer and seller of commodities.
7. There is no contract for service - express, written, or implied - between Canal Wood and Wallace Logging, and Claimant is not a statutory employee of Canal Wood.
8. Claimant suffered compensable injuries to his right middle and right ring fingers.
9. Claimant is entitled to temporary total disability for a total of eight (8) weeks which finding is supported by the treating physicians last report dated June 9, 2017 in which he stated that the "anticipated time out of work (approx.) 6 weeks. Further, the Claimant did not return to the doctor for further treatment after this date.

10. Wallace Logging is responsible for all benefits. Should Wallace Loggins be unable or unwilling to provide benefits, the South Carolina Uninsured Employer's Fund shall provide the same, retaining all subrogation rights.

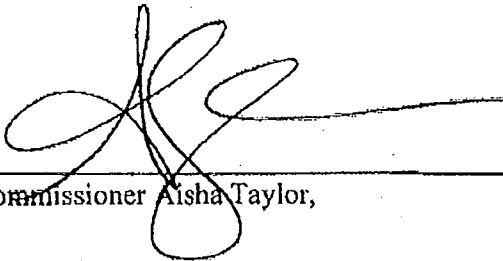
CONCLUSIONS OF LAW

1. Pursuant to S.C. Code Ann. § 42-1-130, Claimant was a covered employee at the time in question; and under § 42-1-140, Defendant/Employer was a covered employer under the Act.
2. Pursuant to S.C. Code Ann. § 42-1-160, Claimant did sustain an injury to his right middle and right ring fingers by accident arising out of and in the course of his employment on June 03, 2017.
3. Pursuant to S.C. Code Ann. § 42-0-10, Claimant is entitled to a total temporary disability compensation for a total of eight (8) weeks.
4. Pursuant to S.C. Code Ann. § 42-1-400, *Meyer v. Piggly Wiggly*, 331 S.C. 261 (1998); *Wilson v. Daniel International Corp.*, 260 SC 548 (1973); *Pyett v. Marsh Plywood Corp.*, 240 SC 56 (1962), Canal Wood is not a statutory employer.
5. Pursuant to S.C. Code Ann. § 42-1-150, Wallace Logging is subject to the Act as they regularly employed four or more employees.

ORDER/AWARD

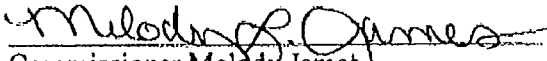
IT IS HEREBY ORDERED Finding of Fact Number Nine (9) and Conclusion of Law Number Three (3) is hereby by REVERSED AND MODIFIED to an award of eight (8) weeks of Temporary Total benefits awarded to the Claimant. All remaining Findings of Fact and Conclusions of Law are hereby AFFIRMED.

IT IS SO ORDERED.



Commissioner Aisha Taylor,

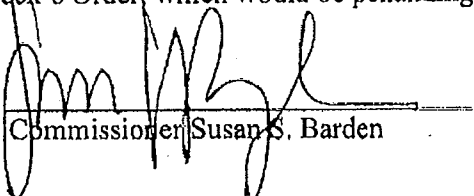
I CONCUR:



Commissioner Melody James

I would respectfully Dissent. The undersigned is not a physician. The treating physician indicated that the Claimant would be out of work "anticipating" an "approximate" return to work. The last medical indicated that the Claimant had not reached maximum medical improvement. The Claimant has not been provided any further treatment. Therefore, I decline to amend Commissioner Beck's Order, which would be penalizing the Claimant.

DISSENTING:



Commissioner Susan S. Barden

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

By Eugenia Hollmon on October 10, 2018

*Order of the Appellate Panel
Scotty Steele v. Canal Wood, LLC, et al
SCWCC #: 1707458*

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500 • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5723 www.wcc.sc.gov



WCC File #: _____
Carrier File #: _____
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Scotty Steele SSN: 248-75-7436 Employer's Name: See Attached
Address: 7465 Kershaw Camden Hwy Address: _____
City: Kershaw State: SC Zip: 29067 City: _____ State: _____ Zip: _____
Home Phone: (803) 209-6782 Work Phone: () Insurance Carrier: _____
Preparer's Name: Stephen G. Vicari, II Law Firm: Stewart Law Offices, LLC Preparer's Phone #: (803) 743-4200

A claim for workers' compensation benefits is made based on the following grounds: Date of Injury or Illness: June 3, 2017

- Injury Illness Repetitive Trauma Occupational Disease Physical Brain Injury Concurrent Jurisdiction
- The claimant sustained an injury to right hand, right middle finger, right ring finger, and any other body part affected on June 3, 2017 in Chesterfield county, SC.
Body part(s) affected are: right hand, right middle finger, right ring finger, and any other body part affected
 - Briefly describe how the accident occurred. Mr. Steele was loading logs onto a truck when his hand and fingers became trapped between metal rope.
 - Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
 - The relationship of employer and employee existed at the time of injury.
 - At the time of the injury the claimant was performing services arising out of and in the course of employment.
 - Notice of the accidental injury was given to the Employer on June 3, 2017 in the following manner:
Verbally
7. Due to injury, the claimant is in need of (check one):
 (a) medical examination and treatment for: right hand, right middle finger, right ring finger, and any other body part affected
 (b) additional medical examination and treatment for: right hand, right middle finger, right ring finger, and any other body part affected
8. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:
June 3, 2017 to present
9. Due to the injury, the Claimant has permanent disability of the following nature and extent (check one):
 (1) General Disability: Total Partial (2) Specific Disability: Total Partial (3) Wage Loss
- 9a. A determination of permanent disability is premature at this time.
10. Due to the injury, the Claimant has a serious bodily disfigurement consisting of:
- 10a. At the time of the injury, the Claimant was paid weekly wages of \$Form 20 requested, and demands accounting of days worked and wages earned as provided by law.
- 10b. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident:
11. Further grounds or unusual aspects of claim:
- 11a. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
See attached
- 11b. To the best of your knowledge, did you have any prior permanent disability? no
If yes, describe: _____
12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.
- 13a. I am filing a claim. I am not requesting a hearing at this time. 14. Estimated time needed for hearing: _____
- 13b. I am requesting a hearing. A \$25 fee is required.

- Mediation
- Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
 - Mediation is required pursuant to Reg. 67-1802.
 - Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
 - Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.
I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to SC Workers Compensation Uninsured Employers Fund
at P.O. Box 210039, Columbia, SC 29221 and Twin City Fire Ins. Co. at PO Box 14473 Lexington, KY 40512 on the 9 day of June 2017, by first class
postage certified mail personal service.

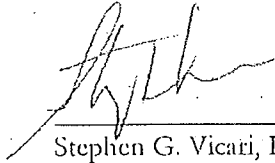
I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature: [Signature] Attorney for Claimant: stephen@stewartlawoffices.net Title: _____ Email: _____ Date: June 9, 2017

Scotty Steele v. Wallace Logging, employer, and SC Workers Compensation Uninsured Employers
Fund, carrier.

Attachment to form 50 (11a) (DOA: June 3, 2017)

1.	Carolinas Medical Center--Union	600 Hospital Drive Monroe, NC 28112
2.	Springs Memorial Hospital	800 W Meeting Street Lancaster, SC 29720



Stephen G. Vicari, II (S.C. Bar # 102395)
STEWART LAW OFFICES, LLC
10 Calendar Court
Suite 100
Columbia, South Carolina 29206
803-743-4200 (o)
803-743-4204 (f)
stephen@stewartlawoffices.net
Attorney for Claimant

Scotty Steele v. Wallace Logging and Canal Wood, LLC, employers, and SC Workers Compensation
Uninsured Employers Fund and Twin City Fire Insurance Co., carriers.

Attachment to form 50 (DOA: June 3, 2017) Employers information

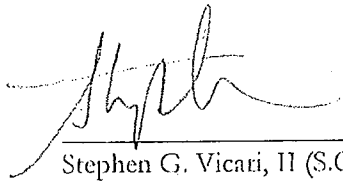
Wallace Logging
1973 Kirkley Road
Pageland, SC 29728

SC Workers Compensation Uninsured Employers Fund

Canal Wood, LLC
P.O. Box 260010
Conway, SC 29528

Registered agent
Corporate Service Company
1703 Laurel Street
Columbia, South Carolina 29201

Twin City Fire Insurance Co.



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Attorney for Claimant

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NO.: TBD

SCOTTY STEELE,)
Employee/Claimant.)
)
-vs-)
)
WALLACE LOGGINT AND CANAL WOOD)
)
Employer,) CERTIFICATE OF SERVICE
)
And)
)
SC WORKERS COMPENSATION)
UNINSURED EMPLOYERS FUND)
AND)
TWIN CITY FIRE INSURANCE CO.)
)
Carrier,)
)
Defendants.)

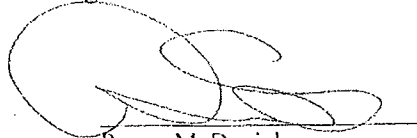
I, Penny McDaniel, an employee with Stewart Law Offices, L.L.C., do hereby certify that a true and correct copy of WCC FORM 50-HEARING REQUEST, has been served upon the following by depositing the same in the U.S. Mail postage pre-paid, certified, return receipt requested this 9th day of June, addressed as follows:

Wallace Logging
1973 Kirkley Road
Pageland, SC 29728

Canal Wood, LLC
P.O. Box 260010
Conway, SC 29528

SC Workers Compensation Uninsured Employers Fund
P.O. Box 210039
Columbia, SC 29221

Twin City Fire Insurance Co.
P.O. Box 14473
Lexington, KY 40512



Penny McDaniel
Workers' Compensation Paralegal
STEWART LAW OFFICES, L.L.C
PO Box 6787
Columbia, SC 29260

Columbia, SC
June 9, 2017

OrthoCarolina

Patient: TIMOTHY STEELE
7465 KERSHAW CAMDEN HWY
KERSHAW, SC 29067

Age/DOB: 28/Jul 31, 1988
MRN: 10775559

Provider: Jeffrey Daily M.D.
Document Type: New Visit

Enc Date: 06/09/2017

Chief Complaint

Mr. STEELE is a 28 old male who presents today for right middle and right finger pain.

Dictation

The patient is a 28-year-old male who presented today with an injury to his right hand. The injury occurred as a work related event on June 3rd. He had his fingers caught in a machine that produced a significant injury to the right middle finger and a much less injury to the right ring finger. He was seen in the emergency room and irrigated and dressings were applied. He has been on antibiotics and has been doing multiple dressing changes since the injury. He continues to have significant pain rating at a 10/10. Pain is throbbing and stinging in nature. There had actually been a concern about an infection and he was placed on antibiotics. He is right-handed. There is no other associated injury.

Exam today shows a thin male alert oriented x3 in no distress with no evidence of any labored breathing. Right upper extremity showed good elbow and shoulder range of motion. He had a good radial pulse wrist was benign with good range of motion. Dressings were present on both fingers and the ring finger shows a small laceration of the finger tip which is a post and there is no soft tissue loss the nail plate is intact. The middle finger has a much more extensive injury with loss of the finger tip and some irregularity of the skin edges. Probably 2/3 of the nail plate is intact. The germinal matrix is not involved. Finger range of motion was obviously limited due to pain. The wound bed from a granulation perspective is clean and there is no cellulitis.

X-rays show a comminuted fracture with some bone loss involving the middle finger distal phalanx. This on three views. There is no significant displacement to a medium distal phalanx fracture of the ring finger.

At this point I discussed with the patient in his wife certainly a significant injury that day at this point we would continue with dressing changes and follow him in terms of the wound evolution. He may require further debridement on the middle finger. The ring finger should this point to heal uneventfully and I would not expect any major issues. Will probably check him again in a week and certainly any significant change or problem any needs to let me know.

Assessment

1. Current every day smoker (F17.200)
2. Amputation of right middle finger (S68.112A)
3. Injury of ring finger (S69.90XA)

Orders

1. Tobacco Use Screening; Status:Complete; Done: 09 Jun 2017
2. We recommend that you bring your body mass index down to 25.; Status:Complete; Done: 09 Jun 2017

Patient: TIMOTHY STEELE
MRN: 10775559

OrthoCarolina

Encounter: 06/09/2017
DOB: 07/31/1988

3. You need to quit smoking.; Status:Complete; Done: 09 Jun 2017

Vitals

Vitals Panel [Data Includes: Current Encounter]

Height: 6 ft 2 in
Weight: 216 lb
BMI Calculated: 27.73
BSA Calculated: 2.26
Pain Scale: 10
Height: 6 ft 2 in
Weight: 216 lb
BMI Calculated: 27.73
BSA Calculated: 2.26

Allergies

No Known Drug Allergies

Current Meds

• Cephalexin 500 MG Oral Capsule; take 1 capsule by mouth four times a day for 10 days;
Therapy: 03Jun2017 to Recorded

Active Problems

Broken bones (T14.8)
Overweight (E66.3)

Past Medical History

Gout (M10.9)

Surgical History

Denied: History of Surgery

Family History

Other
Family history of cardiac disorder (Z82.49)

Social History

Alcohol use (Z78.9)
• alcohol: Rarely
Current every day smoker (F17.200)
• : 1 packs/day : 6 years
Occupation
• : Logging
Single

Review of Systems

GENERAL: no recurring fever, no recent weight change and no decreased appetite.
HEENT: no headache, no hoarseness, no vision problems, no hearing loss and no trouble swallowing.

OrthoCarolina

Patient:
MRN:

TIMOTHY STEELE
10775559

Encounter: 06/09/2017
DOB: 07/31/1988

RESP: no cough and no difficulty breathing.
CV: no chest pain and no palpitations.
GI: (+) heartburn, but no abdominal pain, no blood in stool, no nausea and no vomiting.
ENDO: no excessive thirst and no temperature intolerance.
SKIN: no skin problems, no easy bruising and no easy bleeding.
MUSC- SKEL: See HPI.
NEURO: no convulsions, no dizziness, no numbness and no tingling.
GU: no painful urination, no change in urinary frequency and no blood in urine.
PSYCH: no psychological disorder and no sleep disturbances.

Signatures

Electronically signed by : Jeffrey Dally, M.D.; Jun 12 2017 6:12AM EST
Electronically signed by : Jeffrey Dally, M.D.; Jun 12 2017 6:27AM EST

OrthoCarolina

Patient: TIMOTHY STEELE
7465 KERSHAW CAMDEN HWY
KERSHAW, SC 29067

Age/DOB: 28/Jul 31, 1988
MRN: 10775559

Provider: PORTAL PATIENT
Document Type: Patient Portal Orthopedic Form

Enc Date: 06/09/2017

PAIN

Involved body part - Fingers
hand of fingers - Right
symptoms related to injury - Yes
injury occurred - Jun 3rd 2017
how injury occurred - Work Related
Describe injury: - Fingers got caught in a machine it ripped middle top finger off and
ripped bone out of it also broke finger beside it
current pain - 10
Current pain - Throbbing
pain-worse - Lifting, Exercise, Lying Down, Sneezing/Coughing
pain-better - Nothing
symptoms - Staying the same
pain keep/wake you from sleep - Yes
experiencing - Weakness, Stiffness, Numbness/Tingling
tried - None
tests - X-rays
Current Work Status: - Not working due to this problem
Approximately what was your last day of working normal duties at your job? - Jun
3rd 2017
experienced this before - No
surgery in same area - No

OrthoCarolina

Patient: TIMOTHY STEELE
7465 KERSHAW CAMDEN HWY
KERSHAW, SC 29067

Age/DOB: 28/Jul 31, 1988
MRN: 10775559

Provider: PORTAL PATIENT
Document Type: Patient Portal History

Enc Date: 06/09/2017

MEANINGFUL USE

Race - White
Ethnicity - Not Hispanic or Non-Latino
language - English
Preferred communication - Cell Phone

GENERAL INFORMATION

E.R. - Yes
E.R. - CMC UNION REGIONAL
date - Jun 3rd 2017
result of E.R. visit? - Yes
ER dr - Not sure
>65 - No
Are you older than 6 months? - Yes
Have you had an influenza vaccination? - No

Weight: - 216 lbs
Height - 6' 2"

PHARMACY

Pharmacy - RITE AID PHARMACY - 515 S. HAMPTON STREETS 515 S. HAMPTON
STREET, KERSHAW, SC, 29067 Ph : 803-475-7370

MEDICAL CONDITIONS

Fracture/Broken Bone Status: - Current	Gout Status: - Past	
---	------------------------	--

VISUAL ANALOG SCALE

Please rate your pain. - 10

ALLERGIES

drug allergies - No
non-mold allergies - No

FAMILY HISTORY

OrthoCarolina

Patient: TIMOTHY STEELE
 MRN: 10775539

Encounter: 06/09/2017
 DOB: 07/31/1988

Heart Disease Please indicate relative(s): - Other		
--	--	--

SOCIAL HISTORY

Cigarette - Current smoker
 packs - 1 packs/day
 years - 6 years
 other tobacco - Cigars
 cigars/day - 1 cigars/day
 alcohol - Rarely
 marital - Single
 Occupation: - Logging

REVIEW OF SYSTEMS

Note: The items below which are bolded and italics denote a 'Yes' response.

Systemic - Recurring Fever (No)	Systemic - Recent Weight Change (No)	Head - Headaches (No)
Eyes - Vision Problems (No)	Otolaryngeal - Loss of Hearing (No)	Otolaryngeal - Hoarseness (No)
Cardiovascular - Chest Pain/Discomfort (No)	Cardiovascular - Heart Palpitations (No)	Pulmonary - Difficulty Breathing (No)
Pulmonary - Chronic Cough (No)	Gastrointestinal - Decreased Appetite (No)	Gastrointestinal - Difficulty Swallowing (No)
GASTROINTESTINAL - HEARTBURN (Yes)	Gastrointestinal - Nausea (No)	Gastrointestinal - Vomiting (No)
Gastrointestinal - Abdominal Pain (No)	Gastrointestinal - Blood in Stool (No)	Genitourinary - Blood in Urine (No)
Genitourinary - Increased Need to Urinate (No)	Genitourinary - Painful Urination (No)	Endocrine - Excessive Thirst (No)
Endocrine - Temperature Intolerance (No)	Hematologic - Bleeds Easily (No)	Hematologic - Bruise Easily (No)
Neurological - Dizziness (No)	Neurological - Convulsions (No)	Psychological - Psychological Disorder (No)
Psychological - Sleep Disturbances (No)	Skin - Skin Problems (No)	Musculoskeletal - Joint Problems (No)

PAST SURGERIES

Surgeries - No

OrthoCarolina
Work Status

Today's Date 06/09/17

Is the injury work-related? Yes No

Patient name TIMOTHY STEELE

Chart Number 10778869

Diagnosis (R) M.F. *agitated*

Right Left Bilateral

Patient was seen in the office today. Please excuse from work.

Should not return to work - Anticipated length of time out of work: 6-8 weeks

Return to work WITHOUT restrictions on ___/___/___ or Today

Return to work WITH the following restrictions* on ___/___/___ or Today

Return to work no more than ___ hours per day beginning on ___/___/___

No lifting greater than ___ pounds. Right Left Both

No prolonged bending, stooping, squatting, kneeling, or twisting.

No pushing or pulling greater than ___ pounds. Right Left Both

No prolonged reaching overhead or extreme positions of the neck.

No lifting over ___ pounds above shoulder level, ___ pounds waist to shoulder, ___ pounds floor to waist.

No work involving use of hand / arm (circle one)
Right Left Both
Repellive Strong grip At all

No working on or driving power moving equipment.

Sit down work ONLY.

No standing / walking over ___ minutes per hour.

No ladder / stair-climbing.

Avoid significant exposure to extremes of temperature. ___ Hot ___ Cold ___ Both

No driving (transportation may be provided)

Continue with current work restrictions

Is patient being prescribed medications that may be hazardous in a work environment? Yes No

Additional modified duty restrictions / comments: _____

Patient to start / continue physical / occupational therapy.

Patient released from physical / occupational therapy.

Follow up in: _____
Physician signature: _____

Date 06/09/17

Physician Name: JEFFREY M DAILY, MD

Date 06/09/17

Estimated date of MMI: _____

***UNLESS OTHERWISE SPECIFIED, RESTRICTIONS ARE IN EFFECT UNTIL THE RETURN APPOINTMENT. IF THESE RESTRICTIONS CANNOT BE MET, IT IS THE EMPLOYER'S RESPONSIBILITY TO TAKE THE INJURED EMPLOYEE OUT OF WORK. For Workers' Comp inquiries only, call (704)323-2667 or fax (704)323-2007.**

STATE OF SOUTH CAROLINA
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC No. 1707458

Scotty Steele,)
)
Employee,)
)
v.)
)
Canal Wood, LLC,)
)
Employer,)
)
and)
)
The Hartford,)
)
Carrier/Defendants.)
-----)

FULL COMMISSION HEARING

Monday, July 16, 2018
1:33 p.m. - 1:54 p.m.

The Full Commission Hearing was heard before Commissioners Susan S. Barden, Melody L. James and Aisha Taylor, at the Workers' Compensation Commission, 1333 Main Street, Suite 500, Columbia, South Carolina, on the 16th day of July, 2018, before Amanda Creel Godfrey, Court Reporter and Notary Public in and for the State of South Carolina.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

APPEARANCES

Stephen Suggs, Esquire
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10 Calendar Court
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WILLSON, JONES, CARTER & BAXLEY, P.A.
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Lexington, South Carolina 29072
Attorney for the Appellant/South Carolina
Uninsured Employers Fund

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EXHIBITS

(No exhibits marked during this hearing.)

STIPULATIONS

It is stipulated and agreed that this hearing is being taken pursuant to the Administrative Procedures Act and the South Carolina Rules of Civil Procedure.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

1 CALL TO ORDER:

2 **COURT REPORTER:** Today is Monday, July 16, 2018.

3 This is South Carolina Workers' Compensation
4 Case Number 1707458. This is the case of
5 *Scotty Steele, Claimant, versus Canal Wood,*
6 *LLC, Employer, and Hartford, Carrier.* The
7 appellant is the South Carolina Uninsured
8 Employers Fund, represented by Amy Cofield.
9 The respondents are the carrier, represented by
10 Erica Loudin, and the claimant, represented by
11 Stephen Suggs. Each side is allowed ten
12 minutes for oral argument and the appellant
13 three minutes in reply. You are requested to
14 argue the grounds of exception and stay within
15 the record.

16 **COMMISSIONER:** And I should have asked while we were
17 off the record, but how do the respondents want
18 to divide their time?

19 **MS. LOUDIN:** I don't need much.

20 **COMMISSIONER:** Just evenly?

21 **MR. SUGGS:** Five and five.

22 **MS. LOUDIN:** Five and five.

23 **COMMISSIONER:** Okay. All right, Ms. Cofield. And
24 the employer has not presented himself, would
25 that be accurate?



1 MS. LOUDIN: That's correct.

2 COMMISSIONER: Okay.

3 ARGUMENT BY MS. COFIELD:

4 MS. COFIELD: May it please the Commission. I
5 represent the Uninsured Employers' Fund today
6 in this appeal. The claimant herein was a
7 logger and it was his position at the hearing
8 that he was directly employed by Wallace
9 Logging, who was hired by Canal Wood. He
10 sustained an injury to his right middle finger
11 and ring finger in an accident there with his
12 logging. He -- he testified that his position
13 required no training at all. You just went out
14 there with your chainsaw, notched a tree, and
15 cut it down. It was the position of the
16 carrier that it was not a statutory employer,
17 while it was the position of the UEF and the
18 claimant that Canal Wood was a statutory
19 employer. The single Commissioner held that
20 Wallace Logging was the employer, but that
21 Canal Wood was the statutory employer. And
22 another part of the order for which I have
23 appealed, not only that finding, but the
24 finding that the claimant was entitled to
25 temporary total benefits from the date of the



1 accident and continuing. The only real
2 evidence at the hearing was the claimant's
3 testimony and that of a representative from
4 Canal Wood. I wanna address first the question
5 of whether or not Canal Wood was a statutory
6 employer. It's our position that of the four
7 factors that are required to establish whether
8 or not one is a statutory employer, only one
9 has to be met to make that happen. And in this
10 case, it is clearly -- it clearly has been met
11 and Canal Wood is a statutory employer. Mr.
12 Shannon West is the one who testified on behalf
13 of Canal Wood. He said basically it was his
14 job to go out, sign the wood up under contract,
15 work with a logger, negotiate and broker it
16 with the mill, and pay the landowner, and make
17 sure, you know, boundary lines and things like
18 that are all identified, actually go out and
19 buy the wood and negotiate the deals with the
20 landowners. We, Canal Wood, purchase timber
21 and harvest timber off properties. This, in
22 itself, makes Canal Wood a statutory employer.
23 They clarify their business as one of
24 harvesting the timber, and that includes, of
25 course, the cutting down of trees, for which



1 Wallace Logging was doing that day when the
2 claimant was injured. The second criteria was
3 also addressed by Canal Wood's representative
4 when he said a couple of times that harvesting
5 and transporting wood was an integral part of
6 the job for Canal Wood, as it was to take the
7 wood to the sawmill. There's no doubt, as
8 well, that our laws make it clear that any
9 doubt is always resolved in favor of coverage.
10 In this case, they have met two prongs of the
11 test for statutory employer, even though only
12 one is required. The second issue of concern
13 that we have appealed is the finding that the
14 claimant was entitled to TT from the date of
15 the accident and continuing. This claimant
16 hurt two fingers, his middle finger and his
17 ring finger. That's all. He presented to the
18 emergency room on June 3rd and 5th and followed
19 up with an orthopedic evaluation on June 9th.
20 That orthopedic said, he may require further
21 debridement or removal of tissue damage in the
22 middle finger. The ring finger should, at this
23 point, heal uneventfully and I would not expect
24 any major issues. We'll check him back in a
25 week, and certainly, any significant changes or



1 problems occur, he needs to let us know. He
2 never went back. There was no further
3 treatment asked for or did he attempt to get
4 any. The final part of that -- of that
5 statement from the doctor said, he should not
6 return to work. Anticipated length of time out
7 of work is approximately six weeks. Clearly,
8 I think that the Commissioner's finding to put
9 an injury of this sort on a running award for
10 over a year is clearly against the only
11 evidence in the case. There was no other
12 evidence presented that he could not work or
13 was unable to. The only evidence of any
14 possible treatment he could have needed was
15 some debridement of the middle finger. And
16 clearly, he chose not to return to the doctor.
17 Therefore, based on these and other reasons set
18 out in my brief, it is clear to me that Canal
19 Wood is a statutory employer and should be as
20 -- as insured should be liable for this claim.
21 Additionally, the claimant is not entitled to
22 temporary total benefits for this sort of
23 injury when, clearly, the only medical evidence
24 sustained, he should have been able to return
25 to work after six weeks. It's clearly against



1 the substantial evidence of the case. Thank
2 you.

3 COMMISSIONER: Thank you. Mr. Suggs or -- Ms.
4 Loudin.

5 ARGUMENT BY MS. LOUDIN:

6 MS. LOUDIN: Thank you. May it please the
7 Commission. My name is Erica Loudin and I
8 represent Canal Wood and The Hartford Insurance
9 Company. Before I begin in response to Ms.
10 Cofield's arguments, I would like to clarify
11 some of the roles of the parties in this case.
12 The claimant was directly employed by Wallace
13 Logging. This fact is uncontroverted in the
14 record. Wallace Logging is a tree logging
15 business and they harvest and sell timber to
16 dealers and lumber mills and actually deliver
17 that timber to lumber mills. Canal Wood is a
18 dealer and they purchase timber that was
19 harvested by companies, like Wallace Logging.
20 Canal Wood has no control or say over the
21 timber or the harvesting process. That is all
22 left up to the logging company, such as Wallace
23 Logging. Wallace Logging actually owns that
24 timber until it is sold to a dealer like Canal
25 Wood. Therefore, Canal Wood has no contractual



1 right or cause of action over Wallace Logging
2 until that timber is purchased. That being
3 said, it's our position -- the Commissioner --
4 single Commissioner was correct in finding that
5 Canal Wood is not a statutory employer of the
6 claimant because there was no contract between
7 Canal Wood and Wallace Logging. The Act
8 specifically requires the parties to contract
9 for services in order to link the -- link the
10 two by the statutory employer. The
11 relationship, in fact, between Canal Wood and
12 Wallace Logging was actually that of a buyer
13 and seller. Because there was no contract
14 between Canal Wood and Wallace Logging, it --
15 Canal Wood simply purchased timber from Wallace
16 Logging. Canal Wood didn't know where that came
17 from; they didn't have any rights to that
18 timber until it was purchased; they didn't
19 direct Wallace Logging to perform any work on
20 their behalf. And there is no evidence that
21 Canal Wood specifically contracted with Wallace
22 Logging to harvest the timber for Canal Wood.
23 Wallace Logging was free to take that timber to
24 any other dealer or any other lumber mill and
25 the testimony at the hearing -- the hearing



1 will show that they did, in fact, do that.
2 Wallace Logging had no contractual obligation
3 to sell the timber to Canal Wood. And there
4 was no penalty if Wallace Logging took that
5 wood to another dealer or mill. Canal Wood had
6 no cause of action against Wallace Logging if
7 they did take it to another dealer or mill
8 because they had no contractual right to that
9 wood. Wallace Logging's business activities
10 were totally separate and independent of Canal
11 Wood's and Canal -- and they were subject to no
12 control by Canal Wood. Therefore, Wallace
13 Logging is not a subcontractor of Canal Wood,
14 rather they're merely a seller of goods and
15 Canal Wood is a purchaser of those goods. As
16 far as the TTD is concerned, the defendant,
17 Canal Wood, would take the position that the
18 Commissioner was correct in finding that
19 claimant's APA-59 was not dispositive of a full
20 duty release. However, we would take the
21 position that it is neither dispositive of
22 claimant's disability status beyond the
23 estimated six -- or anticipated six weeks that
24 he was to be written out. So, that being said,
25 Canal Wood -- we would request this appellate



1 panel to affirm the findings of the single
2 Commissioner and, alternatively, to affirm
3 those findings and amend the finding concerning
4 the TTD to state that it was neither
5 dispositive of the disability status.

6 **COMMISSIONER:** Ms. Loudin, before you sit ---

7 **MS. LOUDIN:** Yes, Your Honor.

8 **COMMISSIONER:** What about the -- I guess the
9 characterization by Ms. Cofield as to what the
10 dealer, if you will, testified to with regard
11 to his negotiations back and forth between the
12 two outside parties, would you agree that at
13 some point that might create a contractual
14 relationship?

15 **MS. LOUDIN:** No, Your Honor, I would disagree. The
16 -- the agreement that Mr. West testified to was
17 characterized as a gentlemen's agreement.
18 However, that agr- -- he never testified to the
19 terms of the agreement. We don't know what
20 that agreement was actually for, so it's our
21 position that to merely label a conversation
22 that Mr. West had with Mr. Wallace a
23 gentlemen's agreement, that creates no
24 contractual obligation to perform services for
25 Canal Wood or to harvest timber for Canal Wood.



1 Thank you very much.

2 ARGUMENT BY MR. SUGGS:

3 MR. SUGGS: Thank you very much. From my client's
4 perspective, we're here today because he was
5 injured at work; he went to a doctor. The
6 doctor said, you should go see an orthopedic.
7 He goes to the orthopedic. The orthopedic
8 says, yeah, you're gonna need further
9 treatment. We're gonna monitor this; we're
10 gonna treating it. And he's entitled to
11 temporary total disability benefits at that
12 point. He's established an injury at work.
13 He's established that he's entitled to
14 benefits. The doctor said he anticipated. One
15 of the things that I heard first up here was
16 that somebody said that the doctor said he
17 should be back to work in six to eight weeks.
18 That's not what he said. What he said was he
19 anticipated that he might be back to work in
20 approximately six to eight weeks. And that's
21 another thing, he didn't even specify the
22 number of weeks. He specified a range, but it
23 was speculation. It was if he gets the
24 treatment he needs, that I recommended in the
25 records, then he might be better at six to



1 eight weeks. But he never said he was better..
2 He's never been placed at MMI to this day.

3 **COMMISSIONER:** But has he gotten any more medical
4 treatment since then?

5 **MR. SUGGS:** He hasn't been able to afford any more
6 medical treatment. I mean, he hasn't -- he --
7 he wasn't -- he's out of work; he's not getting
8 paid TTD; he was recently remarried right
9 before that and has stepchildren. I mean, he's
10 doing everything he can to keep things afloat
11 ---

12 **COMMISSIONER:** But nobody sent him for further
13 treatment and provided him with further
14 treatment, is that correct?

15 **MR. SUGGS:** Nobody ever provided him with further
16 treatment.

17 **COMMISSIONER:** Did he request further treatment,
18 because that's a different answer?

19 **MR. SUGGS:** Well, he provided his own treatment and
20 he requested further treatment when we got
21 involved. I mean, it's a -- no one -- they
22 didn't pick up -- they didn't accept the case
23 when he was trying to work on it and he's never
24 been paid any temporary benefits or the case
25 has never been accepted. They've never said



1 that they would pay for any treatment at all.

2 **COMMISSIONER:** But you do understand how it creates
3 a problem for a finger -- two finger case, you
4 know, when there is no treatment for a year?

5 **MR. SUGGS:** I understand that, but here's the -- the
6 way I look at it is this. If my client had
7 gone to his employer and said, you know, I've
8 had this injury and the doctor says I should be
9 out of work six to eight weeks, but I need
10 further treatment ---

11 **COMMISSIONER:** Uh-huh.

12 **MR. SUGGS:** --- and the employer had said, well, let
13 me get my -- and then someone had assumed the
14 responsibility for taking care of him at that
15 point. If a carrier had come in and said,
16 here, we're gonna pay you temporary total
17 disability, but in six to eight weeks, we're
18 gonna file a Form 15 saying you're at maximum
19 medical improvement based on this single
20 medical record without providing you any
21 further treatment, they couldn't cut off --
22 they couldn't cut off his temporary total
23 disability benefits in an existing case with
24 just this note saying sometime in the future
25 you might be better. That's not a sufficient



1 -- so he's established that he has an injury.
2 He's established that he should be getting the
3 benefits and he's -- but then he never gets the
4 treatment. And, again, if a carrier came in
5 and said we're gonna accept the claim, but
6 we're not gonna pay for any further treatment
7 because his doctor says -- didn't say anything
8 specific, they can't then come back in six to
9 eight weeks and say, well, we're gonna file a
10 Form 15 because he's at MMI. Someone said he's
11 at MMI. They haven't. No one has put him at
12 maximum medical improvement. And, in fact,
13 he's not. He still needs treatment.

14 **COMMISSIONER:** Wasn't this injury described as
15 significant?

16 **MR. SUGGS:** His injuries were described as
17 significant. He was described as having bone
18 loss. The doctor indicated a loss of range of
19 motion in the records. His -- his injuries
20 were described as significant and causing him
21 significant problems.

22 **COMMISSIONER:** Partial amputation?

23 **MR. SUGGS:** Partial amputation. His grip strength
24 has never been -- I mean, his grip strength is
25 an issue. His -- because of the injury and the



1 scar tissue and other issues he's got going on
2 because it wasn't debrided. It was not -- you
3 know, he had infections. There are all these
4 other things that have happened that he's tried
5 to deal with on his own because he can't afford
6 to go to the doctor. He's a poor man.

7 **COMMISSIONER:** The injury was on June 3rd. I see a
8 hearing request June 9th, so I understand that
9 it's taken time to work its way through the
10 system, but at some point when you get to the
11 hearing and you're asking for more medical
12 treatment, you're almost basing it on stale --
13 for purposes of this panel, the medical report
14 is stale. I don't know what he needs now.

15 **MR. SUGGS:** But, Commissioner Beck heard all this
16 evidence in person, listened to the claimant
17 testify about why he did or didn't go to
18 receive treatment and found that he needed
19 further treatment; that he'd never gotten it.
20 Therefore ---

21 **COMMISSIONER:** And the last medical record in
22 evidence says he should not return to work.

23 **MR. SUGGS:** Right.

24 **COMMISSIONER:** Anticipated length of time out and
25 then I think it goes up to eight weeks. But



1 there's no further pronouncement from any
2 physician because no medical treatment was
3 provided.

4 **MR. SUGGS:** Absolutely. And, again, if this case
5 came up in the context of -- before
6 Commissioner Beck in the same context except
7 someone had paid TTD for six to eight weeks and
8 then said we want to cut your benefits off
9 without sending you to see any other doctors,
10 that wouldn't be sufficient. They'd have to
11 establish that he was actually at MMI and
12 there's not a sufficient record to establish a
13 point at which he's at MMI. So Commissioner
14 Beck's position was correct, that no one sent
15 him to treatment; no one took care of the
16 injury; and, therefore, no one knows if he's at
17 MMI or not. He may still need treatment for
18 the next six to eight weeks. Who knows how
19 long he needs to treat for this injury.

20 **COMMISSIONER:** Thank you.

21 **MS. COFIELD:** How long do I get?

22 **COMMISSIONER:** Three.

23 **MS. COFIELD:** Three minutes, okay. I have to figure
24 out how fast to talk. All right. It was
25 Canal's position when Erica spoke that there



1 was no control over the subcontractor. Well,
2 control is something you look for to establish
3 that one is an employee, not to establish that
4 one is a subcontractor. When one's a
5 subcontractor, you don't have any control over
6 them. They take a -- they take care of their
7 own business. They go and cut the tree and
8 they deliver it. The difference in this case
9 is that Canal -- that he testified that Canal
10 -- the claimant did, only used -- I'm sorry,
11 Wallace only used Canal for like the last seven
12 years. And as far as a contract, it was
13 Shannon West's own testimony that he had a
14 contract with every logger but Wallace. And
15 that the only reason he didn't with Wallace is
16 because they had a gentlemen's contract. Okay.
17 It doesn't have to be a written contract. They
18 knew what the deal was. Shannon -- Shannon's
19 own testimony shows that it was far more than
20 a purchaser of goods or services, excuse me.
21 Because his testimony is he went out and signed
22 up the wood under contract; he worked with the
23 logger; he negotiated and brokered with the
24 mill; and paid the landowner; and he had to
25 mark the boundaries around which the logger



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1 would go. I actually go out and buy the wood.
2 Then we purchase timber and harvest timber.
3 Okay. That doesn't say I only hire people to
4 harvest my timber. He said we -- we harvest
5 timber. So that statement says they, too, do
6 that job right there. It was an integral part
7 of Canal's business. That was his testimony at
8 least twice. Clearly, they are a statutory
9 employer. The doctor's statement regarding the
10 six weeks out and everything, he was very
11 specific that one finger may require a
12 debridement. That's all.

13 **COMMISSIONER:** Then this anticipated. These are
14 possible words. Anticipated is used and then
15 the little squiggly mark, which means
16 approximately.

17 **MS. COFIELD:** Uh-huh.

18 **COMMISSIONER:** So we don't know and we're not
19 physicians.

20 **MS. COFIELD:** Well, absolutely, that's why it's
21 claimant's position -- it's claimant's job to
22 prove he's entitled to more meds, okay. If I
23 have a claimant, I send him for an IME to
24 establish these things. This claimant comes in
25 with a finger that the doctor said may need a



1 debridement, nothing else; the other finger is
2 fine.

3 **COMMISSIONER:** Haven't y'all stipulated to -- I
4 thought, maybe I read it wrong. I guess not.
5 Okay. I thought y'all had stipulated to the --
6 maybe not. Okay. Go ahead.

7 **MS. COFIELD:** I just think when you read the whole
8 report in itself, looking at what the injury
9 is, the only treatment he could possibly have
10 and then to come back if you need anything, and
11 he didn't. There's no proof he couldn't afford
12 it. There's no proof -- he afforded this other
13 treatment apparently. He went three times to
14 see somebody. He never went back. He wasn't
15 sent back and turned away because he couldn't
16 pay. Thank you.

17 **COMMISSIONER:** Thank you. That completes this
18 hearing.

19 (There being nothing further, the full commission
20 hearing concluded at 1:54 p.m.)

21
22
23
24
25



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BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO. 1707458

SCOTTY STEELE,)
)
 CLAIMANT,)
)
 VS.) TRANSCRIPT OF PROCEEDINGS
)
 CANAL WOOD, LLC, ET AL.,) DECEMBER 19, 2017
)
 EMPLOYER,)
)
 AND)
)
 HARTFORD ACCIDENT &)
 INDEMNITY COMPANY AND UEF,)
)
 CARRIER,)
)
 DEFENDANTS.)

THIS HEARING WAS HELD BEFORE COMMISSIONER
T. SCOTT BECK, REPORTED BY SKYLET KEAN, COURT
REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF
SOUTH CAROLINA; SAID PROCEEDINGS WERE HELD AT THE
CITY OF ROCK HILL PUBLIC UTILITIES OPERATIONS CENTER,
757 SOUTH ANDERSON ROAD, ROCK HILL, ON TUESDAY,
DECEMBER 19, 2017, COMMENCING AT 12:00 P.M.

APPEARANCES

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FOR THE CLAIMANT:

STEPHEN C. VICARI, II ESQUIRE

STEWART LAW OFFICES, LLC

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EXHIBITS

NONE

22

23

24

25

PROCEEDINGS

1
2
3 THE COURT: Today's date is December 19,
4 2017. This is Workers' Compensation file Number
5 1707458. The claimant in this matter is Scotty
6 Steele represented today by Attorney Stephen Vicari.
7 The employer is Wallace Logging. They are uninsured
8 and not present for today's proceeding.

9 I will note for the record that Wallace
10 Logging was served notice of this hearing at
11 1973 Kirkley, K-I-R-K-L-E-Y, Road, in Pageland, South
12 Carolina 29728 and again are not present for today's
13 proceeding.

14 Also present today is Canal Wood, LLC, and
15 their carrier Hartford Accident Indemnity Company.
16 They are both represented today by Attorney Ramie
17 Shalabi. Further, the South Carolina Uninsured
18 Employers' Fund is present for today's proceeding and
19 represented today by Attorney Amy Cofield.

20 Date of accident in this matter is
21 June 3rd, 2017. The parties have stipulated to an
22 average weekly wage of \$500 yielding a compensation
23 rate of \$333.35. We are here today on Claimant's
24 Form 50.

25 Prior to going on the record there was an

1 objection made by Defendant Canal Wood, LLC to the
2 deposition testimony of Mr. Shannon West. I have
3 sustained that objection. Obviously there's also an
4 objection to jurisdiction in this matter made on
5 behalf of the Uninsured Employers' Fund.

6 Ms. Cofield, obviously that's an issue
7 that we're having to litigate today as I'm going to
8 hold the ruling on that in abeyance. Other than
9 that, any objections to APAs, jurisdiction, venue or
10 any other matter? Mr. Vicari?

11 MR. VICARI: No objection.

12 THE COURT: Ms. Cofield?

13 MS. COFIELD: No, sir.

14 THE COURT: Mr. Shalabi?

15 MR. SHALABI: You've mentioned my only
16 objection.

17 THE COURT: No further objections?

18 MR. SHALABI: No further objections.

19 THE COURT: Without further objection the
20 Commission file becomes a part of the record with the
21 exception of self-serving declarations and
22 unstipulated medical reports.

23 Also during the pre-hearing conference in
24 this matter the respective positions of the parties
25 was discussed. From the standpoint of the claimant,

1 Mr. Steele asserts that Wallace Logging is subject to
2 the Act. Further asserts that Canal Wood, LLC is a
3 statutory employer. That Wallace Logging regularly
4 employed four or more and because Canal Wood is a
5 statutory employer, they are responsible for
6 benefits. He's here seeking a finding of
7 compensability to the right middle finger and the
8 right ring finger, asking for casually related
9 medical care and to include payment of causally
10 related care already provided and further asserts an
11 entitlement to temporary total disability benefits
12 from the date of accident to the present and
13 continuing.

14 Mr. Vicari, anything in addition to that
15 with regard to the claimant's position you'd like to
16 get on the record or any other matter you're here to
17 litigate today, sir?

18 MR. VICARI: No, sir.

19 THE COURT: With regard to the Uninsured
20 Employers' Fund, they dispute that Wallace Logging
21 regularly employed four or more. However, they
22 assert that Canal Wood, LLC is a statutory employer
23 and therefore responsible for all benefits in this
24 matter.

25 Ms. Cofield, anything in addition to that

1 with regard to the Fund's position you'd like to get
2 on the record or any other matter you're here to
3 litigate today, ma'am?

4 MS. COFIELD: No, sir.

5 THE COURT: All right. With regard to
6 Canal Wood and the Hartford, they assert that Canal
7 Wood is not a statutory employer but merely a
8 customer of Wallace Logging. However, if I find they
9 are responsible for benefits, they would assert that
10 the claimant is only entitled to eight weeks of TTD
11 and cite Claimant's APA 59 for that position.

12 Mr. Shalabi, anything in addition to that
13 with regard to Defendant Canal Wood, LLC and the
14 Hartford Accident Indemnity Company's position you'd
15 like to get on the record or any other matter you're
16 here to litigate today, sir?

17 MR. SHALABI: That will be it,
18 Commissioner.

19 THE COURT: All right. Mr. Vicari, first
20 witness, sir?

21 MR. VICARI: Mr. Timothy Steele.

22 THE COURT: Mr. Steele, Timothy you go by?

23 MR. STEELE: Yes, sir. Timothy Scott
24 Steele.

25 THE COURT: That's your middle name? Oh,

1 it's your first name?

2 MR. STEELE: Yes, sir. Scotty is my
3 middle name.

4 THE COURT: Gotcha. All right.
5 Mr. Steele, would you raise your right hand, please?

6 SCOTTY STEELE,
7 AFTER BEING DULY SWORN TO TELL THE TRUTH, TESTIFIED
8 AS FOLLOWS:

9 THE COURT: Please state your full name
10 for the record.

11 THE WITNESS: Timothy Scott Steele, Jr.

12 THE COURT: Mr. Vicari.

13 MR. VICARI: Thank you, Commissioner.

14 DIRECT EXAMINATION

15 BY MR. VICARI

16 Q. Mr. Steele, how old are you?

17 A. Twenty-nine years old.

18 Q. And where are you from?

19 A. Originally from Rock Hill area but I moved
20 to Lancaster and Heath Springs area.

21 Q. And you live in Lancaster now?

22 A. Yeah, Lancaster County. Yes, sir.

23 Q. And do you work for anyone right now?

24 A. No, sir.

25 Q. And have you ever worked for Wallace

1 Logging?

2 A. Yes, sir.

3 Q. When did you work for Wallace Logging?

4 A. About a year and something. A year and
5 some change.

6 Q. When did you stop working for Wallace
7 Logging?

8 A. In June. In June I quit working for him.

9 Q. Of 2017?

10 A. Of 2017.

11 Q. And who owns Wallace Logging?

12 A. Jamie. Jamie Wallace.

13 Q. And besides yourself and Jamie, who else
14 works for Wallace Logging?

15 A. They got Jeffrey, Jeffrey Wallace, Crystal
16 and a guy named Stymie or Stanley and myself.

17 Q. What about Timothy?

18 A. Yeah. And Tim Wallace, Timothy Wallace.

19 Q. And does everyone who works at Wallace
20 Logging, do they all do generally the same work?

21 A. Yeah. We all do about the same, you know.
22 I drive. Crystal drives. So we got license and we
23 help load it up.

24 Q. And what kind of work do y'all do?

25 A. Cutting trees down, loading them up,

1 taking them to the sawmill.

2 Q. And were all of these people that you just
3 named, were they full-time, part-time?

4 A. Yeah, full-time.

5 Q. Some of them part-time?

6 A. A few of them is part-time. Stymie and --
7 and Crystal sometimes was part-time. Most of us, we
8 was there.

9 Q. So the first day that you started at
10 Wallace Logging, were all five of these people
11 working for Wallace Logging?

12 A. Yeah.

13 Q. And the day that you were injured, were
14 all five of these people working for Wallace Logging?

15 A. Yeah. Yes, sir.

16 Q. So do you go to work -- tell me how it
17 hurts. Do you go to work every day? Does Jamie just
18 call you?

19 A. Well, we knock off say -- show up on a
20 Monday. He calls Monday -- Sunday night and says
21 we're going to meet at my house or we're going to
22 meet at the woods, come to my house or come to the
23 woods, you know, to work. We meet up to go to work
24 or whatever. And he usually texts us or just calls.
25 That's it. And we show up to wherever he's saying to

1 come to.

2 Q. And if you didn't show up, can he fire
3 you?

4 A. Yeah. He can fire you. He's the boss. I
5 mean...

6 Q. And you were mentioning earlier some of
7 the things that you did for Wallace Logging. You
8 said driving?

9 A. Yeah. I did a lot of driving and -- and
10 loading up truck because -- you know, make sure the
11 wood is at the right length and the right, you know,
12 diameter so the wood won't have to be brought back to
13 you. Make sure the knots are cut off of it, stuff
14 like that.

15 Q. The wood you're talking about is a tree?

16 A. Yeah. The tree. Yes, sir.

17 Q. So you would cut down trees?

18 A. Like cut the tree down, you know, measure
19 it out, measure the diameter of it and make sure it's
20 not knotty and put it on the truck.

21 Q. And then once you put it on the truck,
22 where do you take it?

23 A. Usually take it to Tucker's to a sawmill
24 to get it processed. Get us and then they --

25 Q. Okay. And so you go into the sawmill?

1 A. We got to weigh us in and everything and
2 sell it to them. We'll give it to them and then go
3 back and get another load.

4 Q. And when you go into the sawmill, do
5 you -- they give you a ticket?

6 A. Yeah. It's a ticket about that long
7 (indicating) and, you know, Tucker Lumber. Tucker
8 Lumbar, Pageland with all that mess on it Number 100
9 which is Wallace. And then you weigh in with the
10 load of wood and then go across to unload it, come
11 back around. And then once you get back on the scale
12 and weigh out, they print you another ticket. Print
13 you a ticket out with all your information on it, how
14 much it weighed, how much it was, you know.

15 Q. Did you ever -- at your time at Wallace
16 Logging, did you ever deliver timber to any place
17 other than the mill?

18 A. No.

19 Q. And so once you got the ticket, what did
20 you do with it?

21 A. I took it to Canal and met up with them
22 and they processed it and whatever and then printed
23 out a check. Then Jamie got paid and he paid me.

24 Q. So over the year and some odd months that
25 you worked for Wallace Logging, did you ever take a

1 ticket to anyone else other than Canal?

2 A. No, sir.

3 Q. And you said once you give the ticket to
4 Canal, they paid Jamie?

5 A. Yes, sir.

6 Q. And he owns Wallace Logging?

7 A. Yeah. He's the one owns it. Yeah.

8 Q. Then he pays you?

9 A. Yes, sir. He pays me.

10 Q. So on June 3rd, 2017, do you remember what
11 happened that day?

12 A. Yeah. I went and got some breakfast
13 and -- obviously and left and went to work. I met
14 him at -- met him at the site where we was getting
15 the wood and just loading the wood up. You know, my
16 hand got caught in that machine with the loader and
17 it tore my fingers off right there (indicating).

18 Q. That's your right hand?

19 A. Yes, sir.

20 Q. Had you cut down trees that day?

21 A. We had cut them down a previous day. We
22 left them laying there and, you know, we was going to
23 put them on a different load, you know.

24 Q. You were going to load them onto a truck?

25 A. Yeah. We was going load them onto the

1 same truck we always use, but we cut them down. We
2 took some of the wood out of the bunch that was --
3 looked like it'll weigh a lot more than the others
4 and put it with littler wood.

5 Q. So where were you taking this wood?

6 A. To Tucker's.

7 Q. At the sawmill?

8 A. That following Monday we was going to take
9 it to Tucker's.

10 Q. So what did your hand get -- as you were
11 loading the truck full of wood, what did your hand
12 get caught in?

13 A. Well, it's called a cable loader, you
14 know, and it runs on a PTO and it runs up through the
15 top and the cable runs out on the boom that swivels
16 and turns and it's got a cable that comes down and
17 you hook it to the wood. And as you hit the button
18 up there, it lifts the wood up and it sets it on the
19 truck.

20 Well, that day when I was getting off the
21 back of the truck going to get down to hook it up to
22 another piece, it just took off and snatched me and
23 wrung my hand. Picked me off the ground and wrung my
24 hand up into the end of the boom and it caused it to
25 cut my finger, that finger right there (indicating)

1 off and it split that one open and there's nothing
2 there now.

3 Q. Were your fingers broken?

4 A. Yeah. It broke that finger and it broke
5 this one (indicating), but it also snatched the bone
6 out of the end of this one (indicating). There's no
7 bone on the end of that one. It broke it there
8 (indicating) and there (indicating) and it broke that
9 one (indicating) just right below the knuckle area
10 right there.

11 Q. And did you go to the --

12 A. And it split this one (indicating).

13 Q. I'm sorry.

14 A. And it split that one (indicating) open.
15 I went to the hospital. I rode in an ambulance to
16 the hospital.

17 Q. Okay. And did someone -- anyone come see
18 you at the hospital?

19 A. Yeah. My -- as I was going to the
20 hosp- -- the ambulance driver wouldn't let me get off
21 the ambulance or whatever because my blood pressure
22 was up too high. He wouldn't let me drive. So I
23 went to the hospital and Jamie went and got my wife
24 from my house and they drove to the hospital and that
25 was how -- that was who came and seen me was Jamie

1 and my wife.

2 Q. And Jamie is the owner of Wallace?

3 A. Yeah. Jamie is the owner.

4 Q. You haven't gotten any treatment other
5 than that initial ER visit and then a few more --

6 A. Yeah. That ER visit and then I went to
7 the doctor last week and that's about it.

8 Q. What did the doctor last -- well, let me
9 rephrase that. What was your understanding after
10 visiting with the doctor?

11 A. Well, I needed -- it needs surgery and
12 also I need to see a nerve -- a nerve neurologist or
13 whatever. I guess a nerve specialist to look at the
14 nerves in my hand. You got nerves that run up your
15 hand into your elbow and your shoulder area that work
16 your fingers and your feeling and stuff like that
17 they need to worked on as what I understood.

18 Q. So you're feeling this all the way up into
19 your shoulder?

20 A. Yeah. If I pick up like something that's
21 too heavy and it puts a strain on it, it puts a big
22 old pull on my shoulder. Makes my shoulder hurt and
23 my elbow.

24 Q. Since the accident or even more recently,
25 have you tried to pressure wash for example?

1 A. Yeah. I tried to but...

2 Q. What happened?

3 A. Well, you have to hold the pressure washer
4 handle. It's hard to hold it. So I have to tie
5 something around it, you know, so I could use it, you
6 know, if I was wanting -- you know, going to. And if
7 I fill up a big old bucket of water, you know, like
8 going to feed your dog -- I got a big dog. If it
9 drinks out of the five-gallon, I fill it up with
10 water. Shoot, I can't pick it up. And I have to
11 walk maybe from here to that flagpole out there for
12 him and I can't tote it that far. I have to tote it
13 with this hand (indicating).

14 Q. Do you have any kids?

15 A. Yeah. I got four kids and it's hard to
16 pick up the kids sometimes especially the twins.
17 They're still in that walking age. You know, they're
18 getting to walking pretty good but you can't let them
19 go by their self a lot.

20 Q. Have you been out of work since this
21 accident?

22 A. Yeah. I've been out of work since
23 June the 3rd, 2017.

24 Q. So how are you and your wife paying the
25 bills?

1 A. She had to pick up a second job and
2 sometimes she does odds and ends besides those two
3 jobs to -- so we can make it because...

4 Q. And you've tried to find work?

5 A. Yeah. I tried to find work. A few
6 people -- like August-September area, I filled out
7 some applications and they asked are you physically
8 able, you know, to work and asked, you know, the type
9 of work they doing. And I told them what was wrong
10 with my hand and they was like I can't hire you
11 because, you know, your hand ain't -- you have to
12 hire two people to do your job. You know, you have
13 to hire somebody else to help you where it takes just
14 one person to do this job.

15 Q. Scotty, what are you looking for today?

16 A. I need some -- I need to get to the
17 doctor. I mean, that's a lot -- that would be a big
18 help, a doctor.

19 MR. VICARI: I have no further questions.

20 THE COURT: Ms. Cofield.

21 MS. COFIELD: Sorry I'm flipping my pages.
22 Flipped too many over.

23 CROSS-EXAMINATION

24 BY MS. COFIELD

25 Q. Tell me these people that were working

1 with you again. You said Jamie Wallace was the
2 owner?

3 A. Yeah. Jamie Wallace is the owner. You
4 got Jeffrey.

5 Q. Jeffrey Wallace?

6 A. Jeffrey Wallace.

7 Q. Are they related?

8 A. Yeah. Yeah. They're related.

9 Q. How are they related?

10 A. I guess they're brother and sisters. Or
11 brothers.

12 Q. Brothers?

13 A. Yes, ma'am.

14 Q. Were they partners or do you know?

15 A. I guess you can say that. I mean, they
16 always worked together ever since I worked for them.

17 Q. Could he fire you, too?

18 A. No. Huh-uh. Just Jamie.

19 Q. Just Jamie?

20 A. Yeah. Jamie was the -- he's the man that
21 picked the checks up and paid everybody. Everybody
22 else that worked for him, they was just like me. You
23 know --

24 Q. Okay.

25 A. -- another man in line.

1 Q. Okay. So how long had Jeffrey been
2 working there?

3 A. Jeffrey has been there for a long time,
4 too.

5 Q. Okay.

6 A. He's been there for a good while.

7 Q. Okay. How about Crystal?

8 A. Yeah. That's -- that's -- they're
9 related, too. But they been there -- she's been
10 there for a while, too.

11 Q. That's his sister?

12 A. Yes, ma'am. She has a license.

13 Q. She has what kind of license?

14 A. Just a regular license where the other
15 people don't have license.

16 Q. What kind of license?

17 A. South Carolina driver's license.

18 Q. A driver's license?

19 A. Yes, ma'am. Yes, ma'am.

20 Q. Okay. And she can drive the big truck?

21 A. Yes, ma'am.

22 Q. That's what you're talking about?

23 A. Yes, ma'am.

24 Q. Okay. And how long had Crystal been
25 working there?

1 A. She's been there about -- about like
2 Jeffrey.

3 Q. Okay. Before you?

4 A. Yeah. Way before me. Yes, ma'am.

5 Q. All right. And did you say Stanley?

6 A. Stanley, Stymie. That's what they call
7 him. He's some kind of related to them. It's a
8 cousin.

9 Q. Okay. And how long had he been working
10 there?

11 A. He was there before I was. But he's kind
12 of on and off. He works for them now.

13 Q. Okay. What do you mean on and off?

14 A. Well, if you get a small job, you know, go
15 cut two or three trees, you don't bring five or six
16 people. You just take, you know, a driver and a
17 cutter and maybe somebody to measure and that's it.
18 You don't need 15 people, you know, to load up a
19 little bit of stuff, you know. You know what I'm
20 saying?

21 Q. Would Stanley or whatever his name was --

22 A. Yes, ma'am.

23 Q. -- did he work for other people, too?

24 A. If the days he didn't need him, he
25 probably did. But I don't follow their life around,

1 you know.

2 Q. Okay. So he didn't work every day?

3 A. Yeah. He worked -- he worked about say
4 four days a week.

5 Q. Okay.

6 A. Three to four days a week at least.

7 Q. Did Crystal or Jeffrey work for other
8 people as well?

9 A. No. They just worked there.

10 Q. They worked just there? Okay. How about
11 Timothy Wallace?

12 A. Yeah. He was there before I was too and
13 he works like Jeffrey and Jamie and Crystal. He's --
14 he's there. He's got to be there. He's got kids
15 too, so...

16 Q. Is Stanley the only one that also worked
17 for other people?

18 A. Sometimes. I mean -- I mean, talking
19 about Stanley, Stymie?

20 Q. Yeah.

21 A. Yeah. He's the only one that kind of just
22 went -- went off where, you know. Like I said, if we
23 just got a little teenie job, you know, he didn't
24 hire -- he didn't want everybody at that one place,
25 you know. He'd just separate us and sometime Stanley

1 would be like I'll just take the day off.

2 Q. Okay.

3 A. He was the only one that didn't have no
4 kids, so...

5 Q. So you're the only one that wasn't in the
6 family?

7 A. Yeah. I was the only one that wasn't in
8 the family. But I had known them for a while,
9 though.

10 Q. Okay. Now, how were you paid?

11 A. By the week and basically by the load. It
12 usually come out to five a week, 500 a week. Because
13 we did ten, at least a week.

14 Q. Okay. So was everybody paid the same way?

15 A. Everybody was paid the same way as
16 cash-wise but some of us was paid a little bit
17 different.

18 Q. Tell me how.

19 A. You ain't got no driver's license, you
20 can't pay them the same as you pay a man with a
21 license. You following what I'm saying? You can't
22 pay somebody that ain't got a driver's license. You
23 can't pay them the same amount as you'd pay somebody
24 with driver's license.

25 Q. They made more?

1 A. No. They made less. Without driver's
2 license they'd make less.

3 Q. Okay.

4 A. Because they couldn't drive. I mean...

5 Q. They had to do more of the grunt work?

6 A. They had to do more of the -- you know.

7 Q. Okay. So when you say we got paid by the
8 week, you got paid weekly?

9 A. Yes, ma'am. Weekly.

10 Q. What day?

11 A. Friday.

12 Q. Okay. But your pay on Friday was based on
13 how many loads you did; is that right?

14 A. Yes.

15 MR. VICARI: Objection. That's
16 speculation.

17 THE WITNESS: I'm saying...

18 MS. COFIELD: I'm asking.

19 THE COURT: He can answer the question.

20 MR. VICARI: Okay.

21 THE WITNESS: What you mean?

22 BY MS. COFIELD

23 Q. Okay. When you got paid on Friday, how
24 would he determine how much you would get?

25 A. How many days you showed up.

1 Q. Okay.

2 A. So if you showed up --

3 Q. Not how many loads you did?

4 A. I'm saying the loads don't matter. I
5 mean, you need to get -- you need to get the wood in.

6 Q. Okay.

7 A. But if you show up four days a week, you
8 don't get paid for five days.

9 Q. Okay.

10 A. You know what I'm saying? You'd only get
11 paid for four days, so it's 400 bucks. You can show
12 up five days a week. That's \$500.

13 Q. Okay. So it was a \$100 a day?

14 A. A 100 for the day. Yes, ma'am. If you
15 didn't have a license, I think it was like \$75, 50 or
16 75.

17 Q. But you were \$100 a day?

18 A. Yeah. I had -- I got driver's license.

19 Q. Okay.

20 A. Yes, ma'am.

21 Q. And were any taxes ever taken out or
22 anything?

23 A. No, ma'am.

24 Q. And you were always paid cash?

25 A. Yes, ma'am.

1 Q. What about those days you testified
2 like -- that they were only like a short load, a
3 small load so not everybody would go?

4 A. You'd still get a 100 bucks a day. It
5 didn't matter -- I mean, if I went into work and
6 drove from Lancaster to Jefferson, I was getting my
7 100 whether we worked one hour or 20 hours..

8 Q. Okay.

9 A. I'm going to get paid --

10 Q. For the day?

11 A. -- for that day.

12 Q. Okay.

13 A. I mean, I've got to.

14 Q. Okay.

15 A. That's a drive. I mean, it's a good a
16 45-minute ride.

17 Q. Okay. Do you have any knowledge of what
18 Mr. Wallace's dealership number was?

19 A. 100 is all I knew. 100.

20 Q. That was his dealership number?

21 A. I'd guess you'd call it. And when you go
22 to the wood mills that's -- that's -- you give them
23 that number or --

24 Q. And that's how they...

25 A. -- that truck.

1 Q. I'm sorry. I didn't mean to interrupt.

2 A. You give them Truck 100. And so when they
3 look up in their computer, they say, well, Truck 100.
4 Okay. That's Wallace Logging. That's so they won't
5 get everybody confused. You can't just come in and
6 say, oh, I'm so and so. That's a -- that'd be a hard
7 way to put them in the system.

8 Q. Okay. So the Dealership Number 100, that
9 wasn't Wallace's? That was Canal Wood's?

10 A. That was for Wallace to weigh in and so
11 they can give it to Canal, I guess. That's truck...

12 Q. Okay. You guess?

13 A. Yeah. That's Truck 100. I mean, that's
14 Jamie Wallace's number so he can get paid by Canal.

15 Q. Okay. Do you have any knowledge about
16 Canal's dealership number?

17 A. No. There was some other numbers on the
18 ticket, but that's --

19 Q. You didn't do that?

20 A. That's the number that you told them
21 when -- 100 is weigh in and 100 when you weigh out.

22 Q. Okay.

23 A. And that was the way you weighed out.

24 Q. Okay. But Jamie took care of all that --

25 A. Yeah.

1 Q. -- the numbers and stuff?

2 A. Yeah.

3 Q. Okay. Did he have a different number as
4 the provider of the lumber than Canal Wood had?

5 A. I'm not following what you're saying.

6 Q. Did they each require a different number
7 or do you know?

8 A. Canal doesn't haul wood. Canal just buys
9 wood.

10 Q. I know. But do they have a separate
11 dealer number or do you know?

12 A. No. As far as I know that number right
13 there comes back to the Wallace for Canal. I mean --

14 Q. Okay.

15 A. -- get a ticket to get paid.

16 MS. COFIELD: Okay. I think that's all I
17 have.

18 THE WITNESS: Thank you, ma'am.

19 THE COURT: Mr. Shalabi.

20 CROSS-EXAMINATION

21 BY MR. SHALABI

22 Q. Jamie was your boss, wasn't he?

23 A. Yeah.

24 Q. He told you where to go?

25 A. Yep.

1 Q. You just got to say yes or no to clear --

2 A. I said yeah.

3 Q. Okay. And he paid you?

4 A. Yeah.

5 Q. He gave you the equipment?

6 A. Chainsaw.

7 Q. All right. So he gave you everything you
8 needed to do your job?

9 A. Yeah. But it was his. He didn't give it
10 to me. It was his equipment for us to use.

11 Q. You haven't used any of Canal Wood's
12 equipment, did you?

13 A. No, besides the numbers. No.

14 Q. You never received any pay or checks
15 either in cash or a check from Canal Wood?

16 A. Well, can say yeah on that question.
17 Because --

18 Q. Well, how do you get paid?

19 A. -- when Jamie gets paid, that money
20 right -- I take him to go get the check and he cashes
21 it and pay us. So technically the money does come
22 from Canal.

23 Q. I'm asking who will give you the money in
24 your hand?

25 A. Jamie.

1 Q. Okay. So you were paid by Jamie?

2 A. And Jamie was paid by Canal.

3 Q. I'm asking you if you were paid by Jamie?

4 A. Yeah.

5 Q. Now, you dealt with other mills other than
6 Tucker's; right?

7 A. Just Tucker's.

8 Q. All right. So you never dealt --

9 A. Tucker's and...

10 Q. -- with New South?

11 A. New South sometimes if you was down in the
12 lowcountry area.

13 Q. Okay. So you've dealt with other mills
14 other than Tucker's?

15 A. Yeah.

16 Q. Okay. So your testimony earlier isn't
17 correct? You actually have dealt with other people,
18 other mills that --

19 A. Well, if you want to count New South when
20 we hauled limbs, scrap limbs, yeah. We did that
21 then.

22 Q. So you have used other mills before?

23 A. Yeah. Once. Once since I been there.
24 Once.

25 Q. Okay. It's not up to you where you take

1 the lumber, is it?

2 A. No.

3 Q. All right. That's up to Jamie; right?

4 A. Yes.

5 Q. And Jamie will tell you where to take it?

6 A. Yep.

7 Q. He wouldn't tell you until after you're
8 done with the job; right?

9 A. He tells you that morning we're going to
10 cut wood at such and such place and all this wood is
11 going to go here.

12 Q. Okay. So it's not taken anywhere until
13 Jamie tells you where to take it?

14 A. That morning when you call and check in,
15 when you meet up, tells you we're going to cut this
16 wood here (indicating). All this wood is going to go
17 to Tucker's Lumber today.

18 Q. Jamie could have been paid by other
19 people; right?

20 A. I don't know.

21 Q. He could have used other dealers without
22 you knowing about it?

23 A. He could have. I mean, that was his
24 choice. I mean...

25 Q. Right. And you don't know if you're

1 getting paid by any particular dealer until you take
2 the wood over there; right?

3 A. You don't take the wood to the dealer.
4 You take it to the mill.

5 Q. Right.

6 A. Take the receipt to the dealer.

7 Q. Right. And that's when you figure out
8 who -- which dealer you're going to use?

9 A. Most of the time it was Canal. Every time
10 it was Canal.

11 Q. Well, you've used -- you don't know that,
12 do you?

13 A. Yeah. I do know that because I was doing
14 it.

15 Q. How do you know that?

16 A. I took him every day. Every Friday.

17 Q. Okay. But he could have used other
18 dealers if someone else took them; right?

19 A. I mean, he could have. But they didn't --
20 nobody else would take them. Me and Crystal had a
21 license. Who else was going to take them?

22 Q. Would you ever look for places to go cut
23 trees?

24 A. Who? Me?

25 Q. Yeah.

1 A. No.

2 Q. Will that be up to Jamie?

3 A. That's up to him.

4 Q. Did you have any part in that?

5 A. Sometimes I would take him to it. But if
6 I was busy with my youngins, my kids, I wouldn't of.

7 No. I'm not helping you.

8 Q. He would just tell you where to go?

9 A. Yeah. Just tell me, text me or call me.

10 Q. Do you know who owns the property that you
11 were on when you cut trees?

12 A. Not being smart but that don't matter to
13 me. I mean...

14 Q. Well, you need to answer my question.

15 A. I mean, no.

16 Q. You don't know who owns the property that
17 you're cutting trees off of?

18 A. Nope.

19 Q. You're just there to cut the trees?

20 A. There to cut them and help load them and
21 get on through and go to the woods.

22 Q. Who would tell you how to cut the trees?

23 A. The chainsaw does the cutting. You walk
24 up to the tree, notch it, cut it down.

25 Q. And Jamie was supervising or doing that?

1 A. No. He don't supervise you. He -- you
2 know how to cut them or you can find another job
3 because you can't babysit somebody doing that.
4 Everybody has got to be on the same page. You either
5 know how to cut them or you don't.

6 Q. You ever fill out a job application?

7 A. Yeah.

8 Q. With who?

9 A. With Jamie.

10 Q. So you filled out a piece of paper with
11 your information and all that stuff?

12 A. Yeah. He give me a piece of paper. Told
13 him my name and number, call me.

14 Q. Do you recall in your deposition where you
15 said you never filled out any application or anything
16 like that?

17 A. I don't recall that.

18 Q. Okay.

19 A. Because how do -- let me ask you. How do
20 you get a job unless you put your name and your
21 number out there to get a job?

22 Q. I'm going to ask the questions here, sir.

23 A. Well, I'm just giving you a question.

24 Q. Okay. So you did fill out an
25 application --

1 A. Yeah. I give my name and number. I been
2 knowing Jamie for years. I been knowing Jamie since
3 his Dad was around.

4 Q. So Jamie could have taken wood to another
5 dealer if he wanted to?

6 A. I answered that question. I believe so.
7 I mean, that's up to him.

8 Q. So it's up to him as to where --

9 A. Whoever pays more, that's where you'll go.

10 Q. Okay. So he didn't have to go to Canal
11 Wood, did he?

12 A. I just told you it's up to him.

13 Q. So he could have -- that day that you got
14 hurt, he could have gone somewhere else if he wanted
15 to?

16 MS. COFIELD: I'm going to object. He's
17 asked this about five times.

18 THE WITNESS: I mean --

19 THE COURT: Let's move on.

20 THE WITNESS: -- you asked me the same
21 question seven times since we been here.

22 MR. SHALABI: I don't have any other
23 questions.

24 THE COURT: Any redirect?

25 MR. VICARI: No, sir.

1 THE COURT: All right. Any other
2 witnesses on behalf of the claimant?

3 MR. VICARI: No, sir.

4 THE COURT: Any witnesses on behalf of
5 Defendant Canal Wood and the Hartford?

6 MR. SHALABI: Yes, Commissioner. I would
7 call Shannon West.

8 THE COURT: All right. Mr. Steele, I'm
9 going to ask you if you'd just switch seats with
10 Mr. West. Mr. West, would you raise your right hand,
11 please?

12 SHANNON WEST,
13 AFTER BEING DULY SWORN TO TELL THE TRUTH, TESTIFIED
14 AS FOLLOWS:

15 THE COURT: Please state your full name
16 for the record.

17 THE WITNESS: Frederick Shannon West.

18 THE COURT: Mr. Shalabi.

19 DIRECT EXAMINATION

20 BY MR. SHALABI

21 Q. Mr. West, who do you currently work for?

22 A. Canal Wood.

23 Q. And what is your job title there?

24 A. Procurement rep. Timber buyer.

25 Procurement rep.

1 Q. How long have you been working with Canal
2 Wood?

3 A. Almost seven years.

4 Q. Where do you currently reside?

5 A. 16 Anglewood Lane, Camden, South Carolina.

6 Q. Is that where you're from?

7 A. Yes, born and raised.

8 Q. Are you familiar with Mr. Scott Steele,
9 Scotty Steele?

10 A. Well, I know him through the -- through
11 this job.

12 Q. Okay. Through this workers' comp claim?

13 A. Through, yes. Through this work. Or
14 through where he worked with Jamie. But outside of
15 that, I didn't know him beforehand.

16 Q. Did you ever hire him?

17 A. No, sir.

18 Q. Did he ever apply to work for you?

19 A. No.

20 Q. Did he, in fact, work for y'all?

21 A. No.

22 Q. When I say "y'all," I mean, Canal Wood?
23 Did he work --

24 A. No.

25 Q. -- for Canal Wood?

1 A. No.

2 Q. Have you ever paid him any money directly?

3 A. No.

4 Q. Has he ever used any of Canal Wood's
5 equipment?

6 A. No.

7 Q. Do you have the ability to fire
8 Mr. Steele?

9 A. No.

10 Q. Are you familiar with Wallace Logging?

11 A. Yes.

12 Q. Have you ever engaged in a contract for
13 performing any services with Wallace Logging?

14 A. No.

15 Q. And, I mean, oral contract or a written
16 contract?

17 A. No. As far as -- no. I mean, we don't --
18 I don't have a contract for him to cut any wood of
19 mine.

20 Q. Okay. Have you ever asked him to clear
21 out some property that you are under the control of?

22 A. No. Not anything that I've bought and
23 purchased before. No.

24 Q. Does Canal Wood purchase property and
25 clear them out or do they --

1 A. We purchase timber and harvest timber off
2 properties. Yes.

3 Q. Do y'all, in fact, engage in contracts
4 with other logging companies?

5 A. Yes.

6 Q. And when you do that, are they for larger
7 properties?

8 A. Generally, yes.

9 Q. Do you have to -- excuse me. Does
10 Mr. Wallace or Wallace Logging have to produce a
11 certain amount of timber for Canal Wood?

12 A. No.

13 Q. Do you expect them to produce any timber
14 for you?

15 A. No.

16 Q. Is there any penalty if they don't produce
17 a certain amount for y'all per month or per year?

18 A. No.

19 Q. Do y'all ever expect it, expect to buy
20 timber from Wallace Logging?

21 A. I mean, I don't expect any volume. I
22 mean, you just assume that he would have some. If he
23 has it, we'd settled whatever. But I don't -- I
24 don't -- it's not anything I expect in all a certain
25 amount anytime.

1 Q. Does he have an obligation to sell you
2 timber?

3 A. No.

4 Q. Do you have a right to the timber that he
5 cuts before you purchase it?

6 A. No.

7 Q. So it's not yours until you decide to
8 purchase it?

9 A. Until he brings me a scale ticket. That's
10 when we pay him for it.

11 Q. Do you know if he has used other dealers
12 before?

13 A. I mean, his -- I mean, yes, he's used
14 other people before in the past, you know. But it's
15 been a long time ago, I imagine. But I don't know
16 who else he's used in the short term. I know that
17 there's a mill that will pay him direct.

18 Q. He doesn't have to bring you that ticket,
19 does he?

20 A. No. The only thing he has to bring me is
21 something I'm paying him for.

22 Q. Do you know where the timber comes from?

23 A. Generally, no. I mean, he'll tell me
24 where he's cutting, but I don't -- you know, I don't
25 know exactly any of the details of his operation.

1 Q. Does that matter to you or to Canal Wood?

2 A. As long as he's paying for it and he's got
3 his contact with his people. I mean, that's the only
4 thing we -- you know, it's his responsibility to do
5 that. It's not ours.

6 Q. Do you have any control over the property
7 that Wallace Logging has ever cut wood or trees from?

8 A. No.

9 Q. Could Wallace Logging go a year without
10 bringing you any timber?

11 A. Yes.

12 Q. And if they do that and they bring you
13 some say a year and a half later, would you still buy
14 it from them?

15 A. Yes.

16 Q. Do you have to have a license to cut
17 timber?

18 A. No. There's no professional certification
19 for harvesting timber. No.

20 Q. But could anyone do it?

21 A. Yeah.

22 Q. Assuming you have the right business
23 licenses obviously, could anyone just do it without
24 getting trained or getting a license for it?

25 A. Yeah. There's no professional school you

1 go to -- to be on logger, I guess. It's not like
2 a -- it's not like a licensed forester who would have
3 to have a degree. No.

4 Q. Does a place like Tucker's or places like
5 Tucker's require you to have a license of any sort
6 whether it's through Tucker's or through the state or
7 anything like that?

8 A. I don't -- I don't know about Tucker. I
9 don't think so.

10 Q. Now, tell us what the ticket does for
11 y'all for Canal Wood.

12 A. All right. The ticket will come in. It
13 will have a ticket number on it, say Ticket 1. Okay.
14 What they'll do is they'll tell you the product.
15 What type -- it's hardwood pine or what have you and
16 the weight. And then you know what to pay the
17 logger, the logger by the weight of the ticket. And
18 that's what it -- it gives us proof of evidence for
19 that and then that's how we know how much to pay
20 them.

21 Q. Does Tucker's deal with other dealers?

22 A. Oh, yes. Yes.

23 Q. And Wallace could use any of those dealer
24 numbers?

25 A. If he went to them and got set up with

1 their dealer, yes, he could.

2 MR. SHALABI: I don't have any further
3 questions.

4 THE COURT: Ms. Cofield.

5 CROSS-EXAMINATION

6 BY MS. COFIELD

7 Q. Mr. West, what did you say your job title
8 was again?

9 A. Procurement rep.

10 Q. Rep. I couldn't read my own handwriting.
11 Who's the owner of Canal?

12 A. We have four majority partners in Conway:
13 Allen McCall, Dennis Stone, Carroll Harrelson and
14 Mr. Pridgen.

15 Q. Okay. How is your job different from
16 their job?

17 A. I actually go out and buy the wood and
18 negotiate the deals with the landowners. They
19 basically oversee the overall ownership and
20 management of the entire company. They don't really
21 buy wood per se. They're the CEOs and that level.

22 Q. Okay.

23 A. But my primary job responsibility is to go
24 out, sign the wood up under contract, work with a
25 logger, negotiate and broker it with the mill and pay

1 the landowner.

2 Q. Okay.

3 A. That's kind of what I do. And make sure,
4 you know, boundary lines and things like that are all
5 identified.

6 Q. Okay. So tell me about how you contracted
7 with Wallace Logging.

8 MR. SHALABI: I object.

9 THE COURT: I'll allow the question.

10 THE WITNESS: Wallace Logging will bring
11 us tickets. I mean, they would have a number at the
12 mill.

13 BY MS. COFIELD

14 Q. No. Ahead of time. I know how you paid
15 them. How did you find them --

16 A. I mean, we...

17 Q. -- or agree to let them use you.

18 A. They have been -- I never did. I mean,
19 they've been with Canal before I got there. They had
20 a producer number to go through our dealership.

21 Q. Okay. So they have a producer number?

22 A. That's what it's called in a dealership.
23 A dealer -- Canal is a dealer I guess is the best way
24 to put it.

25 Q. Right.

1 A. And they identify that producer number
2 or --

3 Q. Right.

4 A. -- an ID number or logging number. And
5 they know how to weigh the wood, what dealer to pay
6 for the wood. Because they -- generally the mills, a
7 lot of the mills won't pay them direct.

8 Q. Okay.

9 A. There are some that will pay direct but
10 not many.

11 Q. Okay. So Tucker's won't let Wallace
12 Logging even into its mill without your dealer
13 number; is that correct?

14 A. Or a dealer number.

15 Q. A dealer number?

16 A. A dealer number.

17 Q. So you had to give them -- Wallace, I'm
18 sorry. You had to give Wallace the dealer number --

19 A. That's right.

20 Q. -- prior to?

21 A. They got the producer number. We call and
22 get the producer number. Their dealer number really
23 doesn't affect what the logger does per se. It's
24 mostly the -- that number, I guess, if you're going
25 to look at it that way --

1 Q. Okay.

2 A. -- if that make sense.

3 Q. But they have to have your dealer number?

4 A. They've got to. They have to have that
5 number attached to a dealer.

6 Q. Okay.

7 A. That's correct.

8 Q. And how long had Wallace Logging been
9 doing this for Canal?

10 A. I'm going to say seven years since I've
11 been there. So I don't know how much before then.

12 Q. Okay.

13 A. So I think my seven years will be in
14 March. So you may as well call it seven years.

15 Q. Okay. Would you say pretty much every
16 week Wallace Logging used your dealership number
17 and --

18 A. More or less. I mean, there would be
19 weeks where he wouldn't or whether it be trucking
20 problems or different things. But, you know, that
21 happens. But more or less more often than not.

22 Q. Okay. Now, you testified in your
23 deposition about this dealer number. What happened
24 to the dealer number and Wallace Logging after this
25 accident?

1 A. I mean, the dealer number is still there.
2 He's just hauling his wood through a different dealer
3 now.

4 Q. Okay.

5 A. So he's hauling through somebody else now.

6 Q. Okay.

7 A. He's still -- I imag- -- I see his truck.
8 I have not seen or spoke to Jamie since. It's been a
9 long time, but...

10 Q. Okay. So after this accident you quit
11 letting him use your dealer number?

12 A. Yes.

13 Q. And why was that?

14 A. We just need to make sure that we get all
15 this resolved.

16 Q. Okay. So you did it for seven years but
17 after this accident you did not let him use your
18 dealer number anymore?

19 A. Yes, ma'am.

20 Q. Okay. How do you go about getting set up
21 with a dealer number? How did he go about getting
22 set up with Canal or was that before you?

23 A. That was before me.

24 Q. Okay. I believe in your deposition you
25 described the agreement that Canal had with Wallace

1 Logging as a gentlemen's type agreement?

2 A. More or less. Yes, ma'am.

3 Q. And you described that relationship as
4 that of an independent contractor?

5 MR. SHALABI: I object and draw a legal
6 conclusion.

7 THE WITNESS: Yeah. I mean, he's not
8 really a --

9 THE COURT: Hang on.

10 MS. COFIELD: Wait a minute. My question
11 was did he say that in his deposition?

12 THE COURT: I'll allow that.

13 THE WITNESS: I -- yes. But, I mean, I
14 don't really -- I don't really view it as that per
15 se. I mean, it's kind of more of a misspoke than
16 anything. It's not a -- he's not a -- I guess he
17 does provide the wood. But, I mean, I don't have any
18 sort of written contractual agreement with him like I
19 do my other main loggers. I mean, I've got
20 everything else as a written agreement with my other
21 Guys that I'm responsible for buying the wood and
22 doing my job duties --

23 Q. Uh-huh.

24 A. -- I have that agreement.

25 Q. Okay. But of this one you've been doing

1 it for seven years and there's a gentlemen's
2 agreement?

3 A. Yes, ma'am. Yes, ma'am.

4 Q. That's what you testified to?

5 A. Yes, ma'am.

6 Q. Okay. You also testified that -- "So
7 Wallace Logging is an independent contractor of Canal
8 Wood?" And you said yes. Is that what you testified
9 to?

10 A. Yes, but...

11 Q. Well, they weren't your employee, were
12 they?

13 THE COURT REPORTER: Excuse me.

14 THE COURT: Sir, you can't --

15 THE WITNESS: Oh, I didn't know what that
16 was.

17 THE COURT: That's a microphone and --

18 THE WITNESS: I didn't know what it was.

19 THE COURT: That's going into the ears.

20 BY MS. COFIELD

21 Q. And you testified a few minutes ago that
22 you knew the claimant here --

23 A. I just know him through this wood business
24 is all. I mean, I don't have any personal
25 relationship with him at all. I didn't know who he

1 was until he was with Jamie Wallace.

2 Q. Well, that's what I'll --

3 A. Yeah.

4 Q. If you let me finish my question. You
5 knew him through work?

6 A. Yes, ma'am.

7 Q. Okay. So you knew this guy before this
8 accident?

9 A. Yes.

10 Q. Okay. And how did you know him prior to
11 this accident?

12 A. Just that he drove a truck for Jamie.

13 Q. Okay. And you saw him that often because
14 Jamie did a lot of work for you?

15 A. Jamie did it weekly. Yes, ma'am.

16 Q. Okay.

17 A. He would drive him generally on I won't
18 say every Friday, but he would drive him on Fridays
19 to come sell it.

20 Q. Okay. Did you know other people that
21 worked for Jamie?

22 A. Yes.

23 Q. Tell me who they were.

24 A. I know who his sister is and I know who
25 Stymie is and I know who his brother is, but I don't

1 know them outside of the work.

2 Q. But you know who they are through work?

3 A. I know -- yes.

4 Q. I only care about work.

5 A. Okay.

6 Q. Okay. And wasn't it also your testimony
7 that harvesting and transporting wood was an integral
8 part of the job for Canal Wood?

9 A. Yes.

10 MS. COFIELD: Okay. That's all I have.

11 THE COURT: Mr. Vicari.

12 CROSS-EXAMINATION

13 BY MR. VICARI

14 Q. Pick up right where you left off. It's
15 also you testified at your deposition that it's an
16 important part of Canal Wood's business to take the
17 wood to the sawmill?

18 A. Yes.

19 Q. Because that's how y'all get paid?

20 A. Well, we -- that's right. We have the
21 loggers take it for us.

22 Q. Y'all don't directly employ any truck
23 drivers to do that for you?

24 A. No. We don't own any trucks or anything
25 like that. We -- no.

1 Q. You just testified earlier that if you
2 could go -- Wallace Logging could go 52 weeks without
3 bringing you a ticket and on the 53rd week if they
4 showed up with a ticket y'all would pay it?

5 A. Yes.

6 Q. But if they showed up today with a ticket,
7 would y'all pay it?

8 A. I would have to get it clarified from my
9 boss.

10 Q. You testified in your deposition that you
11 would?

12 A. Yeah. Until we got it clarified, no.

13 MR. VICARI: I think you hit it all.

14 That's all the questions I have. Thank you.

15 THE COURT: Any redirect?

16 REDIRECT EXAMINATION

17 BY MR. SHALABI

18 Q. Have you ever gone to law school?

19 A. No.

20 Q. All right. Do you know what an
21 independent contractor is?

22 A. In loose terms, I guess. I mean, I -- I
23 didn't really understand the question per se, I
24 guess, but...

25 Q. So you don't know what the legal

1 definition of an independent contractor --

2 A. No, I do not.

3 Q. Well, let me finish the question. Do you
4 know the legal definition of independent contractor?

5 A. No.

6 Q. Now, when Wallace Logging goes to
7 Tucker's, they have to produce a dealer number; is
8 that correct?

9 A. Yes, a producer number.

10 Q. Does it have to be Canal Wood's producer
11 number?

12 A. No. If he's got it set up with somebody
13 else, it doesn't.

14 Q. So it doesn't -- when does it become your
15 property? When does the timber --

16 A. When the mill accepts it from him and he
17 identifies that he's going to run it through that
18 particular dealer number, that's when it becomes
19 Canal Wood's. That's when they're going to pay
20 Canal.

21 THE COURT: Say that to me again, sir.

22 THE WITNESS: When he take it across the
23 scales and gives them whatever producer number is
24 his, Producer Number 1 and it's Canal Wood. That's
25 when it becomes the property of Canal right then. I

1 mean, that's -- because that's who they're going to
2 pay us for the wood and we pay -- pay Jamie.

3 THE COURT: Okay.

4 BY MR. SHALABI

5 Q. So on June 3rd, 2017, that morning that he
6 cut the wood, he could have used another dealer
7 number?

8 A. He could have.

9 Q. But he didn't use your number when
10 he got -- at that point when he got hurt, did he?

11 A. When he got hurt? Yeah. He -- he was --
12 I mean, he was still with us then.

13 Q. But he didn't -- but y'all didn't own the
14 wood at that point that he got hurt, did you?

15 A. Technically, no. I mean, it's not an
16 issue for Canal until -- I mean, until it goes across
17 the scale.

18 MR. SHALABI: Okay. I don't have any
19 other questions.

20 THE COURT: Ms. Cofield?

21 MS. COFIELD: Your Honor, I would just
22 move for his deposition transcript to be part of the
23 record?

24 THE COURT: Mr. Shalabi?

25 MR. SHALABI: I would just object. I'm

1 not exactly sure why. It wasn't introduced for
2 impeachment purposes or -- it was just a discovery
3 deposition.

4 THE COURT: Mr. Vicari?

5 MR. VICARI: I have no objection to that.

6 THE COURT: All right. It's out. It
7 wasn't used for impeachment.

8 MR. VICARI: It starts at Page 60.

9 THE COURT: Is that the last thing in
10 here?

11 MR. VICARI: No, sir. There's a few
12 pictures back there.

13 THE COURT: Give me the page numbers, the
14 APA page numbers off those.

15 MR. VICARI: 60 through --

16 THE COURT: 60 through what?

17 MR. VICARI: 85.

18 THE COURT: Mr. Vicari, any other
19 questions?

20 MR. VICARI: No questions, Your Honor.

21 THE COURT: All right. Any other witness
22 of behalf of Defendant Hartford Canal?

23 MR. SHALABI: No further witnesses,
24 Commissioner.

25 THE COURT: Any witnesses on behalf of the

1 UEF?

2 MS. COFIELD: No, sir.

3 THE COURT: That will conclude this
4 proceedings, folks.

5 (WHEREUPON, THE HEARING WAS CONCLUDED AT 12:50 P.M.)

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1 CERTIFICATE OF REPORTER

2
3 STATE OF SOUTH CAROLINA

4 COUNTY OF RICHLAND

5
6 I, SKYLET KEAN, COURT REPORTER AND NOTARY
7 PUBLIC, FOR THE STATE OF SOUTH CAROLINA, DO HEREBY
8 CERTIFY THAT SAID HEARING TRANSCRIPT IS A
9 STENOGRAPHIC REPORT AND WAS TRANSCRIBED THROUGH
10 COMPUTER-AIDED TRANSCRIPTION; THAT THE FOREGOING
11 TRANSCRIPT CONTAINS A TRUE RECORD OF SAID HEARING.
1213 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY
14 NOR COUNSEL FOR, NOR RELATED TO NOR EMPLOYED BY ANY
15 OF THE PARTIES CONNECTED TO THE ACTION, NOR AM I
16 FINANCIALLY INTERESTED IN THE ACTION.
1718 WITNESS MY HAND AT COLUMBIA, SOUTH CAROLINA,
19 THIS 23RD DAY OF JANUARY 2018.
2021
22
23 SKYLET KEAN, COURT REPORTER
24 NOTARY PUBLIC FOR THE STATE OF
25 SOUTH CAROLINA
MY COMMISSION EXPIRES: 07/30/2024

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKER'S COMPENSATION
COMMISSION,
APPELLATE PANEL

APPELLATE CASE NO.: 2018-002005
WCC FILE NO: 1707458

Scotty Steele, Appellant

v.

Canal Wood, LLC, Wallace
Logging, and the Hartford
Insurance Company, Defendants

Of which Wallace Logging is a
Respondent,

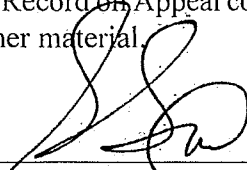
And

The SC Worker's Compensation
Uninsured Employer's Fund, Respondent

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SC Court of Appeals

CERTIFICATE OF COUNSEL

Appellant and his counsel certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



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