

**RECEIVED**

**Oct 26 2020**

**SC Court of Appeals**

STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM THE APPELLATE PANEL OF THE  
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

---

W.C.C. File No.: 1413115  
Appellate Case No. 2020-000053

---

Ex Parte: C. Daniel Veg of Chappell, Smith & Arden, PA., .....Appellant,

v.

Kevin M. Barth of Barth, Ballenger, & Lewis LLP, .....Respondent.

In re: Stephen Evans, Employee, .....Claimant,

v.

Nan-ya Plastics Corp. America, Employer and New Hampshire Insurance  
Company, Carrier, ..... Defendants.

---

**RECORD ON APPEAL  
VOLUME II OF II**

---

Desa Ballard  
Harvey M. Watson III  
Ballard & Watson  
P.O. Box 6338  
West Columbia, South Carolina 29171  
Telephone 803.796.9299  
ATTORNEYS FOR APPELLANT

Andrea C. Roche  
Derrick L. Williams  
Mickle & Bass, LLC  
P.O. Box 5639  
Columbia, South Carolina 29250  
Telephone 803.929.0029  
ATTORNEYS FOR RESPONDENT

**INDEX**

**Volume I of II**

**Orders and Decisions**

Order Relieving Kevin Barth dated July 6, 2016.....2  
Order of the Single Commissioner dated July 10, 2019 .....3  
Order of the Full Commission dated December 13, 2019 .....22

**Pleadings**

Motion to Enforce Charging Lien with exhibits dated November 13, 2018 .....43  
Motion for Payment of Attorney’s Fees and Costs dated November 26, 2018 .....53  
Request for Commission review dated July 22, 2019.....179  
Notice of Appeal dated January 13, 2020 .....209

**Transcripts**

Transcript of Proceedings February 7, 2019.....252

**Other Documents**

Commission file submitted July 14, 2016.....327

**Volume II of II**

Vega APA submission January 17, 2019.....387  
Documents in response to subpoena to John Bruton submitted by Daniel Vega to the  
Single Commissioner on February 26, 2019.....513

**Certificate of Counsel**

BEFORE THE SOUTH CAROLINA  
WORKERS' COMPENSATION COMMISSION

WCC FILE NO: 1413115

Stephen Evans,

Claimant,

vs.

Nan Ya Plastics,

Employer,

New Hampshire Insurance Co.,

Carrier/Defendants.

**MOTION FOR PAYMENT OF  
ATTORNEY'S FEE AND COSTS**

TO: MELODY JAMES, ESQ., COMMISSIONER, SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION, KEVIN BARTH, ESQ., FLORENCE, S.C., AND JOHN BRUTON, ESQ., FLORENCE, S.C.

**MOTION**

This motion arises from the issuance of a lien by attorney Kevin Barth, of Florence, to Stephen Evans, Claimant, and his attorney of record, C. Daniel Vega, of Columbia. Defense attorney John Bruton, of Florence, brought attorney Barth's lien for attorney's fee to the Commission's attention on August 29, 2018, at a hearing requested by the Claimant. Attorney Barth first contacted attorney Vega directly by telephone on September 09, 2018, demanding payment of \$33,333.33, plus costs, "unless you got something that says otherwise." On September 20, 2018, Barth sent a follow up letter to Vega, advising Vega that Barth is entitled to a fee and costs of \$33,761.28. Attorney Barth then issued a Motion to Enforce Charging Lien on November 14, 2018.

Pursuant to the facts to be demonstrated on the record, and South Carolina governing legal authority, Claimant and his attorney respectfully request the Commission *not* approve attorney Barth's purported fee and costs of \$33,761.28. Conversely, Claimant requests the Commission

approve attorney Vega's Form 61 Attorney Fee Petition of \$47,291.65. In support of this requests Claimant would demonstrate the following:

- 1. Whether attorney Barth is barred from asserting a lien against Claimant's compensation when attorney Barth sought and received a compromise settlement contrary to specific written instructions given to attorney Barth, in a letter dated March 31, 2016, in which Claimant terminated attorney Barth's services, and instructed attorney Barth not to resolve the claim until after Claimant was able to secure approval for the surgery requested on February 10, 2016 by the authorized treating physician.**
- 2. Whether attorney Barth is barred from asserting a lien when attorney Barth failed to comply with the statutory and regulatory requirements which govern payment of attorney fees and costs to be paid for representation in a workers' compensation claim.**
- 3. Whether attorney Barth is barred from asserting a lien when the fee is not reasonable pursuant to the standard of *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991).**

#### **FACTS TO BE DEMONSTRATED**

Claimant suffered an admitted injury by accident to the spine on September 04, 2014, when he walked under a roll up door that came down on him, struck him in the head and crushed him to the ground. This is a lengthy claim that was not resolved until September of 2018. The dispute over the fee is fact specific so the following summary of evidence to be provided at the hearing is necessary to an understanding of the motion:

1. Employer files a form 12A First Report of Injury on September 25, 2014.
2. Claimant writes twelve pages of hand written notes between the date of injury and September 27, 2014. Claimant writes about the accident, the injury, the witnesses and co-workers involved in the claim, the medical care he sought and received, comments made, and his frustration with the way the claim was being handled. Ex. 3.
3. Gerald Malloy, Esq., of Hartsville, files a letter of representation as Claimant's attorney of record.<sup>1</sup> Ex. 2.
4. On October 29, 2014, Claimant was sent a letter by Adrian Harris, Director of Safety, informing Claimant he must return to work on November 01, 2014. Ex. 4.

---

<sup>1</sup> Gerald Malloy, Esq., is a member of the South Carolina Senate, representing the 29<sup>th</sup> District, who was acting in his capacity as an attorney with the S.C. bar and is therefore, with all due respect, referred to as an attorney in this motion.

5. John Bruton, attorney for the employer, files a letter of representation on November 04, 2014. Ex. 5.
6. Attorney Bruton subsequently files a Form 15 on November 11, 2014, suspending Claimant's TTD benefits. Ex. 6.
7. Attorney Malloy, requests a hearing pursuant to the Form 15 on November 13, 2014. Ex. 6.
8. On November 24, 2014, the parties are issued a hearing notice for date of hearing December 11, 2014. Ex. 7.
9. On December 10, 2014, attorney Bruton sends an email to the Commission indicating the parties have resolved the issues to be litigated at the hearing, and based on medical evidence, the Claimant is to remain out of work. The defendants purportedly agreed to continue payment of TTD to the Claimant. The Commission informs the parties a consent order must be filed with the Commission. Ex. 12.
10. In a letter dated December 22, 2014, Claimant informs attorney Malloy he is terminating "our professional relationship" and requests a copy of his case file. Evans writes he intends to retain other counsel. Ex. 13.
11. In a letter dated December 22, 2014, attorney Malloy informs Claimant he is terminating his relationship with the Claimant, forwarding a copy of the file to the Claimant and requesting Claimant sign and return the Motion and Order Relieving Counsel. Ex. 14, 15.
12. Attorney Malloy files a motion to be relieved as counsel with the Commission on December 28, 2014. Ex. 17.
13. Claimant writes a second letter to attorney Malloy on December 28, 2014, stating "I am very sorry on how things ended up with us..." and "God bless you my friend..." Ex. 16.
14. Claimant retains attorney Kevin Barth, of Florence, with a contract for legal services signed December 29, 2014. Ex. 18.
15. Attorney Barth files a Form 50 request for a hearing on June 08, 2015 contending Claimant is in need of medical care and treatment. Ex. 19.
16. Attorney Bruton files a Form 51 partial admission on June 24, 2015. Ex. 20.
17. Attorney Barth sends Claimant a letter on July 16, 2015 with a copy of the hearing notice attached. At the time the letter was sent Claimant was not living at the address listed on the letter. Ex. 22.
18. A Form 18 filed August 28, 2015, showing the amount of compensation paid to date as \$28,743.09; with medical payments to date being \$24,182.27. Ex. 21.
19. Claimant underwent an independent medical evaluation with Stephen Storick, MD, on October 07, 2014. In his evaluation Dr. Storick recommends a neurosurgical evaluation.  
APA

20. On October 30, 2015, Barth advises Bruton of the IME performed by Dr. Storick. Ex. 23.
21. Attorney Barth and attorney Bruton purportedly enter into an agreement in which the hearing is cancelled and Claimant is scheduled to be treated by a neurosurgeon.
22. Claimant then undergoes an evaluation with Brett Gunter, MD, on November 17, 2015, as scheduled by the defendants, in which Dr. Gunter orders diagnostic imaging. APA
23. In a follow up medical note dated February 10, 2016, Dr. Gunter recommends Claimant undergo cervical decompression and disc replacement for compressive cervical myelopathy at C6-7. APA
24. The same day, February 10, 2016, Kathy Forsyth, RN, CCM, the nurse case manager, sends an email to the adjuster advising the adjuster Dr. Gunter is requesting a surgical disc replacement. Forsyth tells the adjuster Claimant's blood pressure is elevated and Claimant can not afford the medication. Forsyth further tells the adjuster Claimant is losing feeling in his left arm, left buttock and leg, and is having chronic headaches. Forsyth ask the adjuster whether she would prefer to do a second opinion. This email is addressed "To: brenda\_gay@gbtpa.com, jbruton@hsblawfirm.com, cgraves@hbbh.net." Ex. 24.
25. On March 01, 2016, Forsyth sends a second email to the adjuster requesting authorization for the surgery. This email is also addressed "To: brenda\_gay@gbtpa.com, jbruton@hsblawfirm.com, cgraves@hbbh.net." Ex. 25.
26. A Form 18 filed March 03, 2016, shows compensation paid to date as \$43,960.02; with medical payments to date being \$41,524.84. Ex. 26.
27. On March 31, 2016, Claimant sends a letter to attorney Barth stating, "I Stephen M. Evans have decided to release Kevin Barth from my case. I have had Kevin represent me for over a year now and I fell that my attorney is not capable of handling workmen's comp." Claimant then emphatically states he does not intend to settle the claim until after he has had the surgery. Evans writes "I am in no way, shape, or form even ready to consider a settlement. I want my surgeries. When my surgeries are done and I am released from my Dr. care then will worry about a settlement. My body needs repair." Ex. 27.
28. There is no documentation of communication between attorney Barth and Claimant after Claimant delivers the March 31 termination letter to attorney Barth. Instead what we find in the record is a series of communications between attorney Barth and attorney Bruton in which the attorneys attempt to settle the Claimant's claim.
29. In a letter to attorney Vega dated September 20, 2018, attorney Barth provides the following series of emails: On April 05, 2016, 11:53 a.m., there is a caption of an email from Barth to Bruton subject: "RE: Stephen Evans v. Nan Ya." The content of the message is omitted. Ex. 36.
30. On April 05, 2016, 12:07 p.m., Bruton emails Barth, "I hear what you are saying. How about \$75,000.00 to wrap it up?" (All emails in Fact 30 through Fact 43 are found in Ex. 36).

31. On April 05, 2016, 12:12 p.m., Barth emails Bruton rejecting \$75,000.00 to resolve the claim and suggests resolving the claim for \$100,000.00.
32. On April 06, 2016, 9:09 a.m., Bruton emails Barth stating he does not have authority to settle for \$100,000.00, but will request \$100,000.00 if the client will accept that amount.
33. Later that afternoon, at 2:25 p.m., Barth emails Bruton, "If you can pay 100K, it's a done deal."
34. Again, later that afternoon, at 5:46 p.m., Bruton emails Barth "we can pay \$100K to end this on a clincher" but it will take 10 days to get it funded.
35. Note: The commuted value of the claim at the time Barth accepts settlement is \$217,100.39 based on a present value of 385.2098 weeks using the 2014 Net Present Value table. This does not include additional consideration for medical care and treatment.
36. On April 07, 2016, 9:16 a.m., Barth emails Bruton that Barth will send someone to pick up the check when it is ready. Barth then tells Bruton Claimant is a "loose cannon" and "I'll do whatever it takes to facilitate this settlement."
37. At 9:33 a.m. the same day Bruton's email response to Barth is that he has ordered the check. Bruton calls Claimant "extremely volatile."
38. On April 27, 2016, 9:19 a.m., Barth emails Bruton asking for the status of the check. Barth claims Claimant is "blowing up" the phone.
39. A few minutes later at 9:24 a.m., Bruton's email response is that he will call the adjuster.
40. Barth's email response at 9:26 a.m. is "thank you thank you."
41. On April 27 at 9:50 a.m. Bruton advises Barth that the check should be "here" possibly Friday. Bruton then states, "Evans is still receiving his TTD so hopefully that will keep him calmed down until we can get the check to you."
42. On May 03, 2016, 9:50 a.m., Bruton emails Barth that the check is in the mail along with a clincher and Form 19. At 10:58 a.m. Bruton emails again saying the check has arrived and he will put it in the mail along with the clincher and Form 19.
43. On May 09, 2016, 10:10 a.m. Barth emails Bruton that Claimant came in to the office to sign the settlement documents while he, Barth, was out of the office. Barth states Claimant "Blew a gasket." Barth notes in the email Claimant would not sign the documents because he wanted Barth to file a Form 50 requesting surgery. Barth further tells Bruton he is going to hold the documents for a day or two to see if Claimant will change his mind.
44. On May 13, 2016, Barth writes a letter to Bruton returning the check and settlement documents. Ex. 28.
45. On May 31, 2016, Barth's office has Claimant sign an acknowledgement releasing the file to Claimant. Ex. 36-4.

46. On June 01, 2016, Barth writes a letter to Bruton with a copy of the Petition to be Relieved. Barth advises Bruton that he intends to assert a lien against Claimant's award for \$33,761.30 representing the fee and costs to date. Ex. 29.
47. Barth files a Petition to be Relieved with the SCWCC on June 20, 2016. Ex. 29.
48. Attorney Daniel Vega filed a Letter of Representation June 07, 2016 along with a Form 50 not requesting a hearing.
49. On August 01, 2016, Claimant underwent anterior cervical discectomy and fusion (ACDF) at the C6-7 level with Dr. Gunter. APA.
50. On January 01, 2017 Claimant filed a letter with attorney Vega in which Claimant terminated representation. Claimant states: "Dear Mr. Vega, I am notifying you in writing that you are fired and will in no way be allowed to represent me Stephen Murray Evans." Ex. 30. Ex. 30.
51. On January 05, 2017, attorney Vega writes a letter to Evans stating he will prepare a copy of the file along with a Petition to be Relieved as Counsel. Vega advises Claimant, Claimant may proceed with retaining another attorney. Ex. 31.
52. On January 09, 2017, Claimant writes a new letter to attorney Vega stating: "Mr. Vega please represent in my workers' compensation case. After discussing my issues with you today, I feel that you are the only person I can depend on to handle my case." Ex. 32.
53. On April 24, 2017 Claimant underwent left L5-S1 transforaminal lumbar interbody fusion with Dr. Gunter. APA.
54. On January 09, 2018 Claimant underwent a follow up exam with Dr. Gunter. Dr. Gunter explained Claimant's ongoing symptoms were the result of significant compression and prolonged recovery. Dr. Gunter opined Claimant received maybe 20% improvement. Dr. Gunter awards 10% whole person impairment to the cervical spine, and 23% whole person impairment to the lumbar spine, for a combined 31% whole person combined impairment. Dr. Gunter limits Claimant's activity to "medium duty." APA.
55. Claimant underwent mediation on April 04, 2018. Claimant did not agree to resolve the claim at mediation. On April 04, 2018 Claimant's attorney filed a new Form 50 requesting a hearing. Also on April 05, 2018 the mediator filed a Form 70 declaring an impasse and also requested a hearing.
56. A Form 18 filed July 26, 2018 showing compensation paid to date as \$114,408.77; with medical payments to date being \$135,691.28. Ex. 33.
57. On July 26, 2018, Claimant was scheduled to appear at a hearing at Hartsville City Hall. Claimant agreed to resolve the claim for \$150,000.00 plus provision of a Medicare Set-Aside to be provided by the defendants.
58. On August 13, 2018, Claimant writes a letter to attorney Vega in which he states "I appreciate trying to reach an agreed settlement in my workers' compensation case. I just

don't feel like the offer is based on everything it should be." Claimant explains in the letter he does not wish to settle the claim and would rather reset the hearing. Ex. 34.

59. Based on Claimant's request the hearing was rescheduled for August 29, 2018 in Hartsville. Claimant appeared at the hearing. Claimant once again agreed to resolve the claim for \$150,000.00 (the commuted value) plus provision of a Medicare Set-Aside. The Commission called the hearing to order and the terms of the settlement were placed on the record. Attorney Bruton stated Claimant's former attorney Barth had requested Bruton protect his lien for services rendered. Attorney Bruton requested the fee be held in trust by Claimant's current attorney Vega until such time as the lien was resolved and the Commission approved the fee.
60. September 04, 2018, 4:13 p.m., attorney Bruton sends an email to attorney Vega advising that he is in receipt of a lien from Barth for \$33,761.28 for attorney fees and costs. Ex. 35.
61. On September 19, 2018, 9:05 a.m., attorney Barth called attorney Vega to assert a lien verbally for \$33,333.33 plus costs. Attorney Barth asserts in the conversation "you know that's my fee." Attorney Barth then asserts Claimant terminated his services after he secured the settlement, unless "you got something that says otherwise." Ex. 41.
62. On September 20, 2018, Barth sends a letter to Vega advising Vega he is entitled to a fee for services in the amount of \$33,761.28. The letter includes a copy of a File Release dated May 31, 2016, costs incurred/advanced, a contract for legal services, and multiple emails between attorney Barth and Bruton. Ex. 36.
63. On September 28, 2018, Claimant met with attorney Vega and signed a Form 61 Attorney Fee Petition, the Final Lump Sum Agreement and Release, a Form 19, and a Questionnaire. *See Ex. 37, 38, 39 and 40 respectively.*
64. Claimant's questionnaire contains a series of questions concerning attorney Barth's representation of Claimant. Claimant states in the questionnaire the reasons for his dissatisfaction with attorney Barth's representation, and the reason for terminating attorney Barth. Claimant states Barth's actions were harmful to Claimant in that he did not want to settle the claim because he needed the surgeries. Claimant states the carrier did not send him compensation for twelve weeks because of attorney Barth's actions. Claimant states the carrier delayed approval of the surgeries from February to August because of attorney Barth's actions. Ex. 40.
65. The Form 19 signed September 28, 2018 showed compensation paid in the claim as \$268,353.90; with medical payments to date being \$135,691.28. Ex. 39.

#### **LEGAL AUTHORITY TO BE CITED**

The dispute over the fee compels the following legal authority be cited herein:

***South Carolina Workers' Compensation Law:***

1. Pursuant to S.C. Code Ann. § 42-3-20(C), Commissioners shall hear and determine such matters as may come before the department for judicial disposition.
2. Pursuant to S.C. Code Ann. § 42-15-90(A), attorney fee for services under this title are subject to approval of the Commission.
3. Pursuant to S.C. Code Ann. § 42-15-90(B), a person may not receive a fee for a service rendered pursuant to this title unless the fee is approved by the Commission.

***Regulations of the South Carolina Workers' Compensation Commission:***

1. Pursuant to S.C. Reg. 67-1203(A), an attorney shall not withdraw as counsel without first obtaining an order from the Commission.
2. Pursuant to S.C. Reg. 67-1203(C), an attorney may withdraw as counsel by filing a motion with the Commission.
3. Pursuant to S.C. Reg. 67-1203(C)(1), a Form 61 may accompany the motion to withdraw.
4. Pursuant to S.C. Reg. 67-1203(C)(3), upon relieving the attorney of record, the Commission may issue an appropriate order allowing a fee or order the fee considered upon final resolution of the claim.
5. Pursuant to S.C. Reg. 67-1204(A), an attorney shall report and obtain approval of any fee for services rendered in a worker's compensation claim.
6. Pursuant to S.C. Reg. 67-1204(C), when the parties agree to a contingent fee contract the attorney shall report the fee by filing the original and one copy of a Form 61, Attorney Fee Petition, and an Order, with the Commission's claims department.
7. Pursuant to S.C. Reg. 67-1204(D), the Form 61 and Order may be approved when the fee calculation complies with S.C. Reg. 67-1205.
8. Pursuant to S.C. Reg. 67-1205(B), if the parties agree to a contingent fee contract the fee is deemed reasonable when the appropriate regulatory requirements are met and the fee does not conflict with the South Carolina Supreme Court Disciplinary Rule on determining a reasonable fee.
9. Pursuant to S.C. Reg. 67-1205(B) the regulatory requirements are: (1) the attorney must fully explain the fee agreement to the client and inform the client of the total dollar amount of the fee that will be deducted from the client's benefits; (2) the client agrees to the fee by signing the completed Form 61; and (3) the attorney calculates the fee at no more than 33.3% of the total amount of compensation.
10. Pursuant to S.C. Reg. 67-1205(C), if unusual circumstances exist the attorney may attach to the Form 61 a short memorandum supporting approval of a fee calculated on an hourly rate or by *quantum meruit*.

11. Pursuant to S.C. Reg. 67- 1205(C)(6), the combined fee of all attorneys for one party may not total more than 33.3%. The Commissioner shall then review jointly the motion for fee filed by a previous attorney for the client and the additional Form 61. The Commissioner assigned the claim shall indicate the portion of the fee approved for each attorney.
12. Pursuant to S.C. Reg. 67- 1205(D), if a Claimant refuses to sign a Form 61, the attorney shall request a hearing by filing the unsigned Form 61 with a motion which states the Claimant refuses to sign the Form 61. The Commission will then notify the Claimant shall then issue the Claimant a hearing notice.
13. Pursuant to S.C. Reg. 67- 1206(A), in addition to the attorney's fee, an attorney may request approval of the actual costs incurred in the prosecution of a claim by attaching a statement of costs to the Form 61. The attorney waives the request for reimbursement of costs when he or she does not attach the statement to the Form 61.

#### *Case Law*

1. Pursuant to *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991), six factors determine a reasonable attorney's fee: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; (6) customary legal fees for similar services.

#### *South Carolina Rules of Professional Conduct*

1. Pursuant to Rule 1.2: Scope of Representation and Allocation of Authority Between the Client and Lawyer, a lawyer shall abide by a client's decisions concerning the objectives of representation and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision whether to make or accept an offer of settlement of a matter.
2. Pursuant to Rule 1.5 Fees: (a) A Lawyer shall not make an agreement for, charge, or collect an unreasonable fee of an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent. ... (c) ... Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

3. Pursuant to Rule 1.16: Declining of Terminating Representation: (a) Except as stated in paragraph (c), a lawyer shall withdraw from the representation of a client if: (3) the lawyer is discharged. And further pursuant to subsection (d) upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests.

### ARGUMENT

1. **Attorney Barth is barred from asserting a lien against Claimant's compensation when attorney Barth sought and received a compromise settlement subsequent to specific written instructions given to attorney Barth, in a letter dated March 31, 2016, in which Claimant terminated attorney Barth's services, and instructed attorney Barth not to resolve the claim until after Claimant was able to secure approval for the surgery requested by the authorized treating physician on February 10, 2016.**

Claimant is a letter writer and every attorney involved in Claimant's representation has received letters from the Claimant. Claimant wrote a letter terminating attorney Kevin Barth on March 31, 2016, writing, "I Stephen M. Evans have decided to release Kevin Barth from my case." Claimant writes, "...I feel that my attorney is not capable of handling workmen's comp." And writes, "I made this decision because I feel my case is stuck." Claimant then emphatically writes, "I am in no way, shape, or form even ready to consider a settlement. I want my surgeries. When my surgeries are done and I am released from my Dr. care then will worry about a settlement. My body needs repair." Barth, however, contacts attorney Bruton on April 05, 2016, in order to secure a compromise settlement for \$100,000.00, representing less than 50% of the commuted value of the claim, and no consideration for medical care and treatment.

Because Claimant terminated attorney Barth's services in writing on March 31, 2016, any settlement "offer" sought by attorney Barth and, or issued by attorney Bruton, was issued after Claimant made emphatically clear he did not wish to settle the claim, and issued without the express authority of the Claimant. As such attorney Barth's request for a fee should be denied pending authorization of the Form 61 Attorney Fee Petition signed by the Claimant on behalf of attorney Vega's fee.

Attorney Vega's fee should be approved because during his subsequent representation of Claimant, attorney Vega secured two surgeries, along with additional medical care and treatment as recommended by the authorized treating physician. Attorney Vega also secured a full and final settlement representing the full commuted value of the claim along with provision of lifetime medical care and treatment, or a CMS approved MSA. Claimant stated his satisfaction of attorney Vega's representation at the hearing and signed a Form 61 Attorney Fee Petition and Settlement Memorandum authorizing Vega's fee. Claimant also filled out a Questionnaire in which Claimant described his reason for terminating attorney Barth and described the harm he suffered as a result of attorney Barth's actions.

**2. Attorney Barth is barred from asserting a lien when attorney Barth failed to comply with the statutory and regulatory requirements which govern payment of attorney fees and costs to be paid for representation in a workers' compensation claim.**

Attorney Kevin Barth sought to be relieved as counsel on June 01, 2016, by obtaining an order pursuant to S.C. Reg. 67-1203(A). Attorney Barth, however, is barred from asserting a lien because he failed to do the following:

1. Barth did not seek approval of the fee for which he asserts a lien pursuant to the requirements of § 42-15-90.
2. Barth did not report the fee for services he rendered in the workers' compensation claim to the Commission pursuant to Reg. 67-1204(A).
3. Barth did not file a Form 61, Attorney Fee Petition, with the Commission's Claims Department pursuant to Reg. 67-1204(C).
4. Barth did not attach a Form 61 Attorney Fee Petition, to the motion to withdraw pursuant to Reg. 67-1203(C)(1).
5. Barth did not request the Commission issue an order allowing a fee, nor request the Commission consider the matter of a fee upon final resolution of the claim pursuant to Reg. 67-1203(C)(3).
6. Barth did not notify the Commission whether Claimant refused to sign the Form 61 pursuant to Reg. 67-1205(D).

7. Barth did not notify the Commission of unusual circumstances requiring payment at an hourly rate nor *quantum meruit* pursuant to Reg. 67-1205(C).
8. Barth did not request approval of the costs incurred by attaching a statement of the costs pursuant to Reg. 67-1206(A).

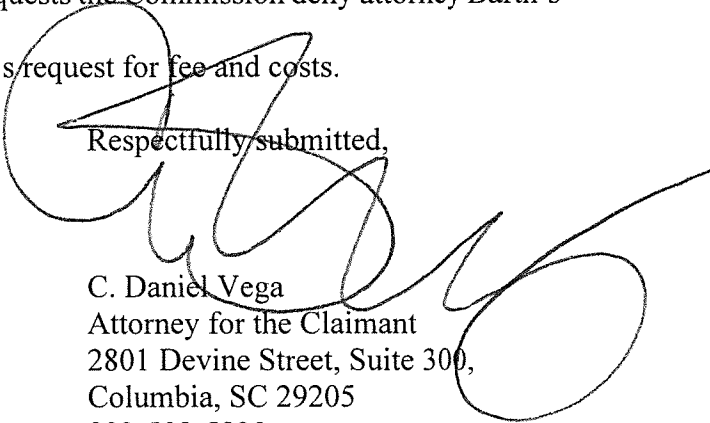
S.C. Reg. 67-1205(B) states a contingency fee is deemed reasonable when the regulatory requirements are met. Although attorney Barth is attempting to assert a lien for 33.3% of the amount of the compromise settlement he secured through attorney Bruton, attorney Barth has violated every regulatory requirement which would have made him eligible for the fee, including regulations which would have protected him in the event of a fee dispute, and, even further, waived any entitlement to costs. As such attorney Barth should be barred from receiving a fee and costs for this claim.

**3. Attorney Barth is barred from asserting a lien when the fee is not reasonable pursuant to the standard of *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991).**

S.C. Reg. 67-1205(B) states a contingency fee is deemed reasonable when the fee does not conflict with the South Carolina Supreme Court Disciplinary Rule on determining a reasonable fee. In *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991), the Supreme Court of South Carolina modified the attorney's fee when it reasoned the fee did not comport with Rule 407 (1.5)(d)(1), SCACR. *Glasscock* lists six factors in support of a reasonable fee as: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; (6) customary legal fees for similar services. In light of the six factors contained in *Glasscock*, Claimant contends attorney Barth did not follow Claimant's specific instructions to forego settlement in favor of surgery; obtained a compromise settlement of no value to the Claimant; had no regard for the harm caused to the Claimant when the carrier suspended his benefits; and did not follow statutory and regulatory requirements necessary for securing a fee. As such, Claimant seeks an order barring attorney Barth from asserting a lien for fee and costs.

**CONCLUSION**

Claimant contends he terminated attorney Kevin Barth's services in writing on March 31, 2016, because attorney Barth failed to secure authorization for the medically necessary cervical discectomy requested by the authorized treating physician on February 10, 2016. In his letter of termination Claimant instructed attorney Barth not to settle the claim. Contrary to Claimant's wishes attorney Barth neither released the Claimant nor sought authorization for the surgery. Attorney Barth instead contacted the defense attorney in order to secure a compromise settlement of no value to the Claimant. Because attorney Barth assured the carrier the claim was settled Claimant's benefits ceased and he received neither indemnity nor medical benefits for approximately twelve weeks. As such Claimant does not now want to pay attorney Barth a fee for services which he did not wish to receive, and were harmful to Claimant. Claimant, conversely, was able to receive both medical care and treatment and maximum value for the settlement as a result of attorney Vega's efforts. As such Claimant requests the Commission deny attorney Barth's request for fee and costs, and approve attorney Vega's request for fee and costs.



Respectfully submitted,

C. Daniel Vega  
Attorney for the Claimant  
2801 Devine Street, Suite 300,  
Columbia, SC 29205  
803-509-5830

Monday, November 26, 2018

CONTAINS ALL ITEMS REQUIRED BY OSHA FORM 101 (Enter all dates in MM/DD/YY format)

ROA 0400

EMPLOYER: NAN-YA PLASTICS CORP AMERICA  
140 EAST BEULAH ROAD  
LAKE CITY, SC 29560

CARRIER CLAIM#: 002848001824WC01  
SCWCC CLAIM#: 1413115 9999

NAICS CODE: 326191

FED. TAX I.D. NO.: 223009119

INSURANCE NEW HAMPSHIRE INSURANCE CO, LT  
CARRIER: Chartis Claims, Inc.  
PO Box 4230  
Alpharetta, GA 30023-4230  
CARRIER ID: 00143

CLAIMS GALLAGHER BASSETT SERVICES INC  
ADMIN: GAIL BULLOCK  
8731 RED OAK BLVD  
SUITE 240  
CHARLOTTE, NC 28217-4062  
CARRIER FEIN: 020172170

EMPLOYEE NAME (Last, First, Middle)  
EVANS, STEPHEN

SOCIAL SECURITY NUMBER | PHONE NO.  
247-43-2885 | (843) 731-7669

ADDRESS: 121 CLYDE MCGEE RD LOT 7  
TIMMONSVILLE, SC 29161-7746

DATE OF BIRTH: 02/02/1968 MARITAL STATUS: M  
MALE/FEMALE: M # DEPENDENT CHILDREN: 0

DATE OF HIRE: 02/13/12  
OCCUPATION: MECHANICAL MAINTENANCE TECHNIC

WAGE INFORMATION

RATE: \$845.34 WAGE PERIOD: DATE RETURNED TO WORK:  
FULL DAY PAY FOR DAY OF INJURY: N DID SALARY CONTINUE: N

OCCURRENCE

PLACE OF ACCIDENT OR OCCURRANCE: 29560-7915 | DATE OF INJ: 09/04/14 | TIME OF INJ: 00:01 AM  
EMPLOYER'S PREMISES: N LAST WORKDATE: 09/04/14 DATE EMPLOYER NOTIFIED: 09/04/14

DESCRIBE NATURE OF INJURY OR ILLNESS IN DETAIL

CAUSE: 68 STATIONARY OBJECT  
NATURE: 10 CONTUSION  
LOCATION: 10 Multiple Head Injury

DESCRIBE EMPLOYEE'S ACTIVITIES WHEN INJURY OCCURED WITH DETAILS OF HOW EVENT OCCURED

MR. EVANS WAS WALKING FROM THE DTY PRODUCTION FLOOR TO THE YAC TO RETRIEVE  
SOME MATERIAL. WHILE WALKING HE ATTEMPTED TO PASS THROUGH THE ROLL UP DOOR  
AT THE SOUTH EAST CORNER OF DTY. AT THIS TIME THE DOOR WAS LOWERED DOWN ON  
MR. EVANS. THE DOOR HIT HIM IN THE HEAD.

IF FATAL GIVE DATE OF DEATH:

\*\* Created \*\*

ELECTRONIC FILING ORIGINAL DATE SENT:  
TRADING PARTNER: Gallagher Bassett Services  
Two Pierce Place  
Itasca, IL 60143

<1>: <2>:  
DATE PROCESSED: 09/25/14

||

**GERALD MALLOY**

ATTORNEY AT LAW

108 CARGILL WAY  
HARTSVILLE, SOUTH CAROLINA 29550

TELEPHONE (843) 339-3000  
FASCIMILE (843) 332-4646  
EMAIL: GMALLOY@BELLSOUTH.NET

POST OFFICE BOX 1200  
HARTSVILLE, SOUTH CAROLINA 29551

September 25, 2014

VIA FACSIMILE

Gale Bullock  
Gallagher Bassett  
8210 University Executive Park Drive, Suite 250  
Charlotte, North Carolina 28262  
855-844-3908

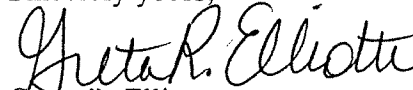
RE: Our Client: Stephen Evans  
Your Insured: Nan Ya Plastics  
Date of Injury: 9-4-14

Dear Ms. Bullock:

Please be advised that our office is representing Stephen Evans regarding injuries he sustained on September 4, 2014 while working at Nan Ya Plastics. Please forward all future correspondence regarding this claim to our attention. At your convenience, please advise if Mr. Evans' TTD check has been mailed out.

With kind regards, I am,

Sincerely yours,



Greta R. Elliott  
Paralegal

gre

**GERALD MALLOY**  
ATTORNEY AT LAW

108 CARGILL WAY  
HARTSVILLE, SOUTH CAROLINA 29550

TELEPHONE (843) 339-3000  
FASCIMILE (843) 332-4646  
EMAIL: GMALLOY@BELLSOUTH.NET

POST OFFICE BOX 1200  
HARTSVILLE, SOUTH CAROLINA 29551

*GM*  
September 25, 2014

South Carolina Workers' Compensation Commission  
Attention: Judicial Department  
Post Office Box 1715  
Columbia, South Carolina 29202-1715

Re: Claimant:  
Address:  
  
SSN:  
DOB:  
Date of Injury:  
Location of Accident:  
Description of Accident:  
Nature of Injury:  
Employer:  
Insurance Carrier:

Stephen Evans  
121 Clyde McGee Road, Lot 7  
Timmonsville, SC  
247-43-2885  
2-2-68  
9-4-14  
Lake City, South Carolina  
Door came down on head and back  
head and back  
Nan Ya Plastics  
Gallagher Bassett

CHECK REC:	<i>2014</i>
#	<i>4894</i>
COPY FILE:	<i>20369B</i>
COPIES MAILED	
TO BE INVOICED:	
ATTY ENTERED:	
REV. CO.	
END #	
BEG #	
TOTAL	

Dear Sir/Madam:

Pursuant to South Carolina Section 42-14-40, this letter is to advise the Workers' Compensation Commission of my representation, of the above named claimant for injuries covered by the Workers' Compensation Act, and to establish a claim prior to the running of the Statute of Limitations. I have enclosed a check for \$20 and would request that you provide our office with a copy of the entire Workers' Compensation File for Mr. Evans.

With kind regards, I am,

Sincerely yours,

*GM / gre*  
Gerald Malloy

*5348*

**SCWCC**  
SEP 26 2014  
**JUDICIAL**

GM(gre)  
Enclosure

2014-09-27

ROA 0403

Referred to Dr. Peter O'Kelley on Wed. Sept. 24

I called Dr. Wagner's office on Sept. 18 and spoke to RN Wendy. She informed me that Dr. Wagner would not be in on Friday. I was having more severe private area parts' problems and needed to seek help. In good faith I went to Non-Ya Safety and informed them of my more worsened condition. I am very worried. I cannot and have not had an erection since Sept. 4 accident and I cannot empty bladder fully. I speak to Mrs. Cathy Lewis (Safety) and was cut off by Dana Welch (Safety Equal). He bashed me verbally (now I have my wife with me for support, because from Day 1 Dana has tried to pre-shadow my injury (on multiple occasions asking me what I was trying to do to the company.) I went to walk out and was grabbed by my right arm by Dana for the second time. (This was done on the 8<sup>th</sup> also when I came to turn in paperwork for E.R. visit and went to walk out after verbal bashing from Dana. (Both occasions on a cane). Now Adrian Harris (Senior Safety) has joined in. He is shouting at me saying one condition has nothing to do with the other. Adrian tries to say I'm 46 and my age is the private's.

ROA 0403

1

EX. 3-1

Verbally attacked and told to use my ins.  
card or whatever I have to do to see Dr. Peter  
O'Kelley. Went to Caroline's E.R. on the 19th,  
and was referred to Dr. O'Kelley for 2014-09-24  
2:00 p.m. [Finally got away from Company  
Dr. Wagner who told me by X-Ray only exam.  
that I had narrowing in my lower spine and  
damage to L6 and would heal fine because  
of my stature and sent me home on that  
9-04 (original injury date with 800 mg. rocton  
and back to full duty on 9-8.]

Dr. O'Kelley (my blessing) told me 9-24  
he needed to perform a \_\_\_\_\_ and I would  
need to be put under for procedure. At  
10:00 p.m. 9-24 (same day as visit) I was in my  
easy chair watching sports and felt a tremendous  
burst out of head of penis. I panicked hollered  
for my wife called Jamie M'Gee (Lanlord to  
take me to E.R.) I grabbed a pair of pants  
a towel put in my pants. I grabbed my  
manhood could not stop flow with gust  
of every beat of my heart (even holding.) ~~Went~~  
~~to~~ Walked to Jamie's met half way  
@ 100 yds. arrived at E.R. at @ 11:00.  
E.R. worked on my manhood until @ 4:00 a.m.  
could not stop flow or diagnose problem

Two Nurses were working on me one saline in one pumping out. Dr. Weinstein (present ER attending Dr. said take catheter out try again. I begged no, shortly after obtained flow. Had Emergency Surgery stayed in Room 609 2 days before being released with catheter home for 1 week and a hospital bed to comfort this and other damage (original) ~~Called Dana Welch~~ Called Safety requested Mrs. Cathy or Dana call me to obtain med's. <sup>proper way</sup> Dana called back verbally bashed me again for going to E.R. I ended call will not be mistreated in this condition by him any longer. He and Dr. Wagner have forestalled my case from minute one of injury. Dr. Peter O'Kelly has issued documents supporting none of my problems were pre-existing and forwarded to my Attorney Senator Gerald Malley.

Also my Best Friends Brother is Dr. Bill Palen (E.R. Admin. at Carolines) will touch for me that I seen him on 11-15 and an EKG was done and other tests and he has known me for 18 years and I am/was the picture of perfect health at that visit.

He will provide supporting letter and I will obtain that visit records. I have roofed his house, vinyl siding his house, painted his house in the past and personally know's my physical capabilities. I went to that visit for heart palpitations. I have anxiety and have to be prescribed 3 5 mg. valium to attend Dentist (Drs Allen and Cates located at 322 S. Coit St. in Florence, S.C. and I will obtain letter confirming that also (843-662-8141). My work is aware of this and I was not on any meds up until 9-04 when prescribed by Company Dr. due to ~~an~~ a Pneumatic Door failing and crushing me causing these NOW EXISTING

conditions. This accident happened through no fault of my own and I have supporting Technicians to support this event. A Pneumatic Door come down on me and malfunctioned breaking the netting in my hard hat to the extent that I had to use force to pull my hard hat from my head breaking the netting in my hat.

ROA 0406

An original MRI was not done until 2014-09-19 (15 days after accident) on the request of Dr. Fonseca at Carolina's Hospital System at my original ER visit to Ft. Carolina. (on my own).

The original E.R. Dr. in Lake City Drs. Grim told me I had damage and needed further testing. I was then turned over to Dr. Wagner and I feel he did not check me properly which is supported by these other Dr. statements. He even sent me to 3 physical therapy appointments in this condition. And on Sept. ~~21~~ 23 Dr. Wagner forcefully raised my legs over my head and referred me to Dr. Alexander to be seen on Oct. 7 at Pee Dee Spine Center to begin Epidural injections and Steroid injections to repair my spine. He assured my wife after putting me in crying agony that I would not have to come to him again. (That was my Hope and Blessing.) I feel that from day one by him I have been malpracticed and put in life threatening danger by him to try and cover for the Company.

ROA 0407

I have never known or had any reason to have a problem with this Dr. Wagner. But I have been on a cone and more severely by what I believe some of could have been avoided if he had have listened to me and what I was telling him was wrong with my body.

I have never had any physical ailment and up until 2014-09-04 I was the picture of perfect health. Now that I have been blessed and spared the opportunity with the proper Dr. Care and Self Motivation.

I WILL BE 100%

AGAIN IF POSSIBLE!

Not one person from Nan-Ya or Workmen's Comp. has ever contacted me to see if I was o.k. or visited me in the hospital. In fact we had to contact Case manager Mrs. Gail Bullock ourselves up

until this day 2014-09-27  
we have received any funds.

In All Honesty,  
Sincerely,  
Stephen M. Evans

In my Dept. DTY Maintenance.  
I hold the Safety Record for  
both years I have been there  
as far as suggestions and  
Safety improvements. I do not  
understand why I have been  
wronged by my Company.

P.S.

I worked more hours per  
day one in this Dept. Than any  
Technician in my Department.  
This information is in my 6 month  
evaluation Reports Done by more  
Immediate Supervisor Alex Richardson <sup>803-634</sup> <sub>208</sub>  
and Asst. Supervisor Jason McKenzie  
<sup>843-373-8677</sup>

I do have 1 safety violation per each year and  
signed responsibility forms with my Supervisor's accepting  
responsibility.

ROA 0409

2014-09-27

I have had memory loss and rambling since day one and blurred vision. I will be making an eye appt. and report results in future. My Memory loss and the rambling is improving but vision is not. Appt. results to follow. Never have had Pres. Glasses.

Discharged from Carolina's Hospital today. Follow up Appt. to be made by Tara Mon. the 29<sup>th</sup> with Dr. O'Kelley to remove Catheter sent home with for minimum of one week. Hospital Bed received to promote positive healing process for Bladder and MRI Spine results before removal of Catheter and Lee Dice Spine Center injections (Dr. O'Kelley Prescription ordered 9-26.) Working proper Meds ordered. Percocet 10/325 @ 40 and Bactrim (Antibiotic) @ 20 until finished to promote infection protection for Bladder while Cathetered. (Received and obtained prescription for Percocet 750/325 @ 40 on 9-23). (Do not understand why not originally administered by Dr. Wagner). Will obtain Drs. Kelley Knotts as Family Dr. ASAP.

Contacted Gail Bullock on 2014-09-24 (Tara) (Multiple Calls). Gail said we would receive \$1670.<sup>00</sup> from day one injury (no hold benefits, (Had to contact ourselves)) same day 4 calls (return call at 4:50 p.m. \$1670.<sup>00</sup> to be received by 2014-09-27. \$563.<sup>10</sup> to be received per week for workman's Compensation. Discharged from Hospital no check as promised by 2014-09-27. Never received call prior from Gail with any offer (new all of a sudden ready to run all injuries and prescriptions together. Will have family Dr. check Hip points and Rotator Cuffs damage (very painful)

Stepher M. Evans 2014-09-27

(cannot raise arms over head comfortably or stand or sit long.

Dr. Wagner referred me to Dr. Alexander due to a leg stocking left leg glove (always dead) (unsure on foot from minute one as reported to Jesus M. Kenzie 4 times on originally injury date before going to original E.R. date on 2014-09-04 at 12:00 p.m. (Door Malfunctioned at 09:58 a.m.) Discharged from Carolina's 11:11:28 a.m. 9-27

Contacted Dana Welch (Safety) returned called at 11:50 a.m. asked where to obtain Med's

and Dana argued at me verbally asking who knew of this particular visit. (Very rude) \*I will no longer report to this person, hung up on him and will reserve my right as an Employee to never report to him again and send supporting letter to Home Office and would prefer a conference and formal complaint to Charlie Tsai (Plant Manager) (Open Door Policy Right about Dana Welch, Adrian Harris and (Craig Schutte - my Director of Maintenance) whom I have contacted multiple occasions and verbally confronted on 2014-09-08 for first time, in front of All Tech's and Supervisors with injury issues. Craig has never contacted me once with any concern. (last contacted from Hospital Bed on 2014-09-26). He said he was busy finishing supper and showed no concern. Contact him around mid-day on 9-27. I decided no more contact with any of these people again. I feel I have been overshadowed of my Plant caused injuries and con and will support all phone records and Dr. Files to support all said in this

ROA 0412

paperwork. I have seen many people injured and neglected by this Company. All injuries write ups are against Technicians (never considered company accidents). Except mine (It states clearly that the Door Manufacturing Door did malfunction). My Dept. Safety Record was taken from our shop (The Leading Maintenance Shop Record of days). Not fair because this was of no fault of my own.

Stephen M. Evans

\* This Door Malfunctional / Crushed me / I landed in a squatting on right leg and buttock's cunch position and sent my left leg straight far left and I have had a deal left leg and center of spine stinger ever since that has now radiated to the right making it tingly. Garrett Tanner (my helper) helped me hold pressure of door with me. My netting was broken in my hand hot and Garrett helped lift door off of me as I rolled from under it in an awkward position.

ROA 0413

I asked Garrett to stay with Door  
~~and~~ to avoid hurting anyone else. I  
 went and got E&A Tech's and they  
 restored the door to proper working  
 order. Garrett and I went to break @ 10:00 a.m.  
 I left at 12:00 a.m. to

Garrett said he has been called  
 to head office six times thus far and  
 that he told them supporting story  
 of me.

Sincerely,



Stephen M. Evans



NAN YA PLASTICS CORPORATION, AMERICA  
SOUTH CAROLINA PLANT  
140 E. BEULAH ROAD P.O. BOX 939  
LAKE CITY, S.C. 29560  
TEL: 843-389-7800 FAX: 843-389-6895

ROA 0415



SAFETY, HEALTH, & ENVIRONMENTAL DEPARTMENT

October 29, 2014

Certified No. 7009 2920 0001 0727 7025

Mr. Stephen Evans  
121 Clyde McGee Rd Lot # 7  
Timmons ville, SC 29161

Dear Mr. Evans

It is our understanding Dr. Wagner has referred you to Dr. Alexander, Pee Dee Spine Center on October 7<sup>th</sup>. It is also our understanding you had an appointment with your urologist Dr. Peter O'Kelly on Wednesday September 24<sup>th</sup>. We also understand you had emergency prostate surgery on September 24<sup>th</sup> and released by the doctor on September 27<sup>th</sup>. We have a note on file from Carolinas Medical Alliance (Dr. O'Kelly) stating you have been under his care from 9/8/14 to 10/31/14 and could return to work Nov 1, 2014. Since this is from your urologist, what about Dr. Alexander and/or the Pee Dee Spine Clinic?

On September 25<sup>th</sup>, we asked our attorney, Mr. John Bruton and Ms. Gail Bullock of Gallagher Bassett to contact your attorney (Mr. Gerald Malloy, 108 Cargill Way, Hartsville, SC 29550) and asked for an update of your condition, both work related and non-work related. On October 21<sup>st</sup>, Ms. Bullock sent a second request to your attorney.

Since that time, we have not received any communication or updated information from either you or your attorney regarding your medical condition.

Nan Ya Plastics Corp., America, like any other company, must schedule the work load based on production, labor, fixed costs, and other variables. We do not know anything about your condition, work related or non-work related, full duty, return date, or prognosis.

Should you not be able to return to work by November 1, 2014 we must have updated doctors' notes/letters from your attending physicians in order to assure your employment with Nan Ya Plastics Corp., America.

Should have any questions, please feel free to give me a call at 843-389-6858.

Sincerely,

Adrian A. Harris, Director  
Safety/Health/Environmental

Cc: John Bruton  
Gail Bullock  
Teresa Cheng  
Kevin Floyd  
Chris Neisier  
Fred Chan  
Dana Welch  
file/

ROA 0415

39

EX. 4-1

Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

CHARLESTON  
COLUMBIA  
FLORENCE  
GREENVILLE  
MYRTLE BEACH  
WASHINGTON, DC

**ROA 0416**

1201 MAIN STREET, 22ND FLOOR (29201-3226)  
POST OFFICE BOX 11889 (29211-1889)  
COLUMBIA, SOUTH CAROLINA  
TELEPHONE 803.779.3080  
FACSIMILE 803.765.1243  
WEBSITE [www.hsblawfirm.com](http://www.hsblawfirm.com)

JOHN C. BRUTON, JR.  
EMAIL [jbruton@hsblawfirm.com](mailto:jbruton@hsblawfirm.com)

November 4, 2014

Gerald Malloy, Esq.  
Malloy Law Firm  
108 Cargill Way  
Hartsville, South Carolina 29551

Re: Stephen Evans v. Nan Ya Plastics Corp.  
Date of Loss: 9/04/2014  
HSB File No. 01973.0721

Dear Gerald:

I hope you're doing well.

I represent Nan Ya Plastics Corporation in regard to the above-referenced matter. Nan Ya is having difficulty communicating with and/or receiving information from one of its employees Stephen Evans who says he has sustained a workers' compensation injury. I am writing you because it is Nan Ya's understanding that you represent Mr. Evans.

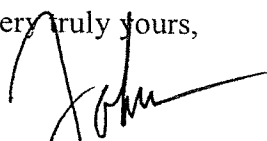
Last week Adrian Harris, Director of Safety/Health/Environmental at Nan Ya, wrote Mr. Evans a certified letter requesting updated information as to his condition and whether Mr. Evans planned to return to work. To date Nan Ya has not heard anything from Mr. Evans.

If you represent Mr. Evans, please make sure he receives a copy of the attached letter. Also, if you have any information on this claim, please let me know and I will try to clarify the situation with Nan Ya.

Thank you for your assistance.

With kind regards, I remain

Very truly yours,



John C. Bruton, Jr.

JCBjr/pgl  
Enclosure

**ROA 0416**

**GERALD MALLOY**

ATTORNEY AT LAW

IN CARE OF WAG  
HARTSVILLE SOUTH CAROLINA 29157

TELEPHONE (843) 542-5000  
FACSIMILE (843) 542-4004  
EMAIL: GMALLOY@BELLSOUTH.NET

POST OFFICE BOX 11889  
HARTSVILLE SOUTH CAROLINA 29157

November 13, 2014

Amy Bracey  
SC Workers' Compensation Commission  
Judicial Department  
Post Office Box 1715  
Columbia, SC 29202-1715

Re: Stephen Evans vs. Nan-Ya Plastics  
WCC File #: 1413115

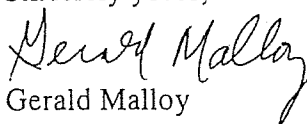
Dear Ms. Bracey:

Enclosed please find WCC Form 15, Employee's Request for Hearing regarding the termination of Temporary Compensation Payments and attached Certificate of Service. By copy of this letter, I am providing John Bruton, Jr., attorney for the Employer/Carrier, with a copy of the same.

Please do not hesitate to contact me should you have any questions regarding this matter.

With kind regards, I am,

Sincerely yours,

  
Gerald Malloy

GM/gre  
Enclosure

cc: John Bruton, Jr., Esquire  
Haynsworth, Sinkler Boyd, PA  
Post Office Box 11889  
Columbia, SC 29211-1889

Stephen Evans  
121 Clyde McGee Road, Lot 7  
Timmons ville, SC 29161

South Carolina Workers' Compensation Commission  
 1233 Main Street, Suite 500  
 P.O. BOX 1715  
 Columbia, SC 29202-1715  
 (803) 737-5723



WCC File #: 1413115  
 Carrier File #: 00284800182WC01  
 Carrier Code #: ROA 0418  
 Employer FEIN #: \_\_\_\_\_

Claimant's Name: Stephen Evans Employer's Name: Nan-Ya Plastics  
 Address: 121 Clyde McGee Road, Lot 7 Address: 140 E. Beulah Rd  
 City: Timmonsville State: SC Zip: 29161-7746 City: Lake City State: SC Zip: 29560  
 Home Phone: 803-731-7669 Work Phone: ( ) - Insurance Carrier: New Hampshire Insurance Co.  
 Preparer's Name: John C. Bruton, Jr. Law Firm: Haynsworth Sinkler Boyd, P.A. Preparer's Phone #: 803-779-3080

Date of injury: 09/04/14 Date of Notice to Employer of Injury: 09/04/2014

- I. **Payment of Temporary Compensation** Check one:  Initial period  Additional period  Corrected compensation rate  
 (choose A, B, or C)
- A. Temporary Total at the compensation rate of \$ \_\_\_\_\_ per week. For this period of disability, disability began on \_\_\_\_\_ (m/d/yyyy) and the date of first payment was \_\_\_\_\_ (m/d/yyyy).
- B. Temporary Partial at the compensation rate of \$ \_\_\_\_\_ per week. Note: When the Temporary Partial compensation rate will vary, report the first payment here. Supplement this report throughout the period of Temporary Partial compensation by filing a **Form 15S** with the **Form 18**, which shall be filed six months after the date of injury and each six months thereafter until the file is closed. For this period of disability, disability began on \_\_\_\_\_ (m/d/yyyy), and the date of first payment was \_\_\_\_\_ (m/d/yyyy).

Calculation of Temporary Partial Rate:

Average weekly wage before injury	\$ _____
- Current weekly wage	\$ _____
= Difference in wages before injury and now	\$ 0.00
x .6667	\$ 0.00
<b>Temporary Partial Compensation Rate</b>	<b>\$ 0.00</b>

- C. Salary in lieu of Temporary  Total  Partial (choose one) compensation in the amount of \$ \_\_\_\_\_ per week. For this period of disability, disability began on \_\_\_\_\_ (m/d/yyyy) and the date of first payment of salary in lieu of temporary compensation was \_\_\_\_\_ (m/d/yyyy).

**THIS SECTION MAY BE USED ONLY WITHIN 150 DAYS AFTER NOTICE TO EMPLOYER OF INJURY. ATTACH DOCUMENTATION AS TO THE REASON OF THE TERMINATION.**

- II. **Termination of Temporary Compensation** Temporary compensation payments were stopped on 10/31/14 (m/d/yyyy) for the following reason:
- Claimant has returned to work at least 15 days and no temporary partial compensation is due.  
 Claimant agrees he/she is able to return to work and has signed a **Form 17**.  
 Based on a good faith investigation, the claim is denied. Reason for denial: \_\_\_\_\_  
 Claimant has been released to return to work without restrictions and employment has been offered.  
 Claimant has been released to work at limited duty and employer has provided limited duty work consistent with the terms upon which the Employee has been released.  
 Claimant has refused medical treatment, examination, or evaluation. Note: Benefits must be resumed if claimant accepts the treatment, examination, or evaluation. Additional report must be filed if compensation is resumed.

I certify that this form has been served on the claimant per R.67-211.

Signature of Claims Administrator: [Signature] Date: 11/7/14 (m/d/yyyy)

III. **Notice to Injured Worker or Legal Representative when Temporary Compensation Has Been Stopped:**  
 The employer's representative may stop temporary compensation within 150 days of the date of notice of injury for the above reasons. However, if you believe that the temporary compensation should not have been stopped, you may request a hearing by signing below and returning this form to SCWCC Judicial Department at the address at the top of this form. A hearing will be held within 60 days of receipt of your request to determine if temporary compensation has been properly terminated.

**MY SIGNATURE BELOW INDICATES THAT I DO NOT AGREE WITH THE TERMINATION OF TEMPORARY COMPENSATION. I REQUEST A HEARING TO DETERMINE WHETHER I AM ENTITLED TO FURTHER TEMPORARY COMPENSATION PAYMENTS.**

Check one:  Form 15(II)  Has  Has not been received.

Signature of Claimant or Legal Representative: [Signature] Date: 11-11-14 (m/d/yyyy)

Employer's representative must complete and file Form 15 with Claims Department within ten days after compensation begins or is terminated. Employer's representative must serve the Form 15 on the claimant when compensation begins per R.67-211. Employer's representative must prepare and serve Form 20 within thirty days of beginning compensation per R 67-1603. Employer's representative must serve per R.67-211 two copies of the Form 15 on claimant immediately on termination of compensation with documentation attached as to the reason for the termination. Injured worker may contest termination of compensation by completing section III of the Form 15 and filing it with Judicial Department.

GERALD MALLOY

ATTORNEY AT LAW

105 CARGILL WAY  
HARTSVILLE SOUTH CAROLINA 29110

TELEPHONE (843) 534-5000  
FACSIMILE (843) 534-4646  
EMAIL: GMALLOY@BELLSOUTH.NET

POST OFFICE BOX 1207  
HARTSVILLE SOUTH CAROLINA 29110

November 24, 2014

Mr. Stephen Evans  
121 Clyde McGee Road, Lot 7  
Timmonsville, South Carolina 29161

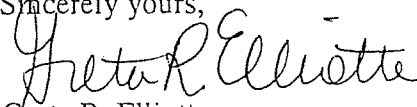
Re: Workers' compensation injury of 9-4-14

Dear Mr. Evans:

Enclosed please find the Notice of Hearing for your claim. The hearing will be held December 11, 2014 at 9:30 a.m. at the Southeastern Institute of Manufacturing & Business Incubator, located behind Florence Darlington Technical College. Please call our office to schedule a time to meet with Mr. Malloy prior to the hearing.

With kind regards, I am,

Sincerely yours,

  
Greta R. Elliott  
Paralegal

gre  
Enclosure

South Carolina Workers' Compensation Commission

1333 Main Street, Suite 500  
P.O. BOX 1715  
Columbia, SC 29202-1715  
(803) 737-5723



WCC File #: ~~1A13115~~ **ROA 0420**  
Carrier File #: 002848001824WC01  
November 21, 2014

NOTICE OF HEARING

STEPHEN EVANS v. NAN-YA PLASTICS CORP AMERICA

**Subject:** To determine if claimant's temporary compensation was legally terminated.  
**Date:** December 11, 2014 at 09:30 AM  
**Location:** Southeastern Inst. of Manufacturing & Business Incubator, 1951 Pisgah Road,  
Boardroom 102  
Florence, SC 29501

South Carolina Regulations 67-601 through 67-615 govern hearings before the South Carolina Workers' Compensation Commission. The claimant must attend when not represented by an attorney or when disfigurement is involved. Corporations must be represented by an attorney, and uninsured employers must attend.

Attorneys must file a Form 58 with proof of service pursuant to Regulation 67-611. Postponements are only granted pursuant to Regulation 67-613. Please visit [www.wcc.sc.gov/Commissioners](http://www.wcc.sc.gov/Commissioners) to view Commissioners' Preferences. If you have questions regarding this matter, please contact the office of the undersigned Jurisdictional Commissioner.

Commissioner Avery B. Wilkerson Jr.  
803-737-5697, [eboyd@wcc.sc.gov](mailto:eboyd@wcc.sc.gov)

CERTIFICATE OF SERVICE – This is to certify the undersigned has served this notice in the above entitled action upon all parties to this cause by sending a copy hereof by electronic mail or United States mail.

By: Elaine Boyd, SC Workers' Compensation, November 21, 2014

Party

Employee: STEPHEN EVANS

Employer: NAN-YA PLASTICS CORP AMERICA  
Carrier: New Hampshire Insurance Co

Attorney

Gerald Malloy  
[gmalloy@bellsouth.net](mailto:gmalloy@bellsouth.net)  
843-339-3000

John C. Bruton, Jr.  
[jbruton@hsblawfirm.com](mailto:jbruton@hsblawfirm.com)  
803-779-3080

**ROA 0420**

**GERALD MALLOY**

ATTORNEY AT LAW

108 CARGILL WAY  
HARTSVILLE SOUTH CAROLINA 29350

TELEPHONE (843) 339-3000  
FACSIMILE (843) 332-4640  
EMAIL: GMALLOY@BELLSOUTH.NET

POST OFFICE BOX 1200  
HARTSVILLE SOUTH CAROLINA 29350

November 25, 2014

John C. Bruton, Jr., Esquire  
Haynsworth Sinkler Boyd, P.A.  
Post Office Box 11889  
Columbia, South Carolina 29211-1889

Re: Stephen Evans v. Nan Ya Plastics Corp.  
Date of Injury: 9-4-14  
WCC File No.: 1413115

Dear John:

Thank you for calling today regarding the above referenced claim.

In response to the letter of October 29, 2014 sent by Adrian A. Harris, Mr. Evans states he never received it. I believe the issue with Dr. Alexander has been resolved and the nerve conduction study has now been scheduled for Mr. Evans. Also, that letter states that on September 25, you and Gail Bullock were asked to contact me regarding Mr. Evans' condition. We received an e-mail from Ms. Bullock, dated October 21, wherein she asked for a recorded statement. We advised her for the second time that our office policy was not to allow clients to participate in recorded statements. Her response was that she was not authorizing anything further and she was denying the claim until Mr. Evans' deposition could be taken.

As far as his return to work, it is my understanding that Mr. Evans has provided his employer with every return to work note he has received, including the most recent from Dr. O'Kelly that has him returning to work on December 18.

With kind regards, I am,

Sincerely yours,

  
Gerald Malloy

GM/gre

GERALD MALLOY

ATTORNEY AT LAW

105 CARGILL WAY  
HARTSVILLE SOUTH CAROLINA 29550

TELEPHONE (843) 552-3000  
FACSIMILE (843) 552-4646  
EMAIL: GMALLOY@BELLSOUTH.NET

POST OFFICE BOX 1200  
HARTSVILLE SOUTH CAROLINA 29550

November 25, 2014

Stephen Evans  
121 Clyde McGee Road, Lot 7  
Timmonsville, SC 29161

Re: Workers' compensation injury of 9-4-14

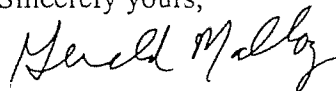
Dear Mr. Evans:

Thank you for providing us with a copy of the return to work statement Dr. O'Kelly gave you last week. It's my understanding that you have turned this in to your employer. If not, please do so immediately.

As Greta informed you by phone and in her letter of November 24, 2014, a hearing has been scheduled for December 11, 2014 at 9:30 a.m. in Florence. Today, I received a phone call from the defense attorney and we have scheduled your deposition for December 9, 2014 at 2:00 p.m. here in my office. At your first convenience, please contact my office to set up time for us to meet prior to the deposition.

With kind regards, I am

Sincerely yours,



Gerald Malloy

GM/gre

**GERALD MALLOY**

ATTORNEY AT LAW

105 CARGILL WAY  
EASTVILLE SOUTH CAROLINA 29701

TELEPHONE (843) 554-4000  
FACSIMILE (843) 554-4040  
EMAIL: GMALLOY@BELLSOUTH.NET  
November 26, 2014

POST OFFICE BOX 11889  
EASTVILLE SOUTH CAROLINA 29701

Commissioner Avery B. Wilkerson  
S.C. WORKERS' COMPENSATION COMMISSION  
1333 Main Street, Suite 500  
Columbia, South Carolina 29201

Re: Stephen Evans v. Nan Ya Plastics  
WCC File No.: 1413115  
Date of Accident: 9-4-14

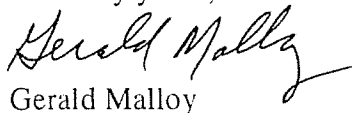
Dear Commissioner Wilkerson:

Enclosed please find Claimant's Pre-Hearing Brief and Notice of Witnesses and Written Medical Reports for filing in the above captioned matter.

By copy of this letter to John Bruton, Esquire, attorney for the Employer/Carrier, I am notifying him of these submissions and serving copies of the same upon him by mail.

With kind regards, I am,

Sincerely yours,

  
Gerald Malloy

GM/gre  
Enclosure

cc: John C. Bruton, Jr., Esquire  
Haynsworth Sinkler Boyd, P.A.  
Post Office Box 11889  
Columbia, South Carolina 29211-1889



Claimant's Name: Stephen Evans Employer's Name: Nan-Ya Plastics  
Address: 121 Clyde McGee Road, Lot 7 Address: 140 E. Beulah Road  
City: Timmonsville State: SC Zip: 29161 City: Lake City State: SC Zip: 29560  
Home Phone: (843) 845-4841 Work Phone: ( ) - Carrier: New Hampshire Insurance Co.  
Preparer's Name: Gerald Malloy Preparer's Phone #: (843) 339-3000

**A claim for workers' compensation benefits is made based on the following grounds:**

Injury  Illness  Repetitive Trauma

1. Compensation Rate: \$563.00 2. AWW: \$845.34 Date of Injury: 9-4-14
3. Type of injury and body part(s): Back, urethral tear, bladder, head
4. Facts in controversy: 1. Whether or not Claimant has been released to work at limited duty 2. Whether or not termination of Claimant's Benefits was proper
5. Legal issues involved: \_\_\_\_\_
6. Unusual aspects: Employer terminated Claimant's benefits even though Claimant has not been released by all treating physicians to return to work
7. Witnesses (designate if expert):\* 1. Claimant 2. Tara Evans (claimant's wife) 3. Dr. Peter O'Kelley
8. Exhibits: 1. Medical Report of Dr. Peter O'Kelley 2. Report of Carolinas Hospital System
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance):  
1. Medical Report of Dr. Peter O'Kelley 2. Medical Records of Carolinas Hospital System  
ALL MEDICAL RECORDS NOT RECEIVED YET
10. Name, address, and specialty, if any, of the treating physician: 1. Dr. Timothy Wagner, 300 Mercy St., Lake City, SC 29560, Orthopedic  
2. Dr. Peter O'Kelley, 805 Pamplico Highway, Medical Mall B, Suite 310, Florence, SC 29505, Urologist; 3. Dr. Anthony Alexander, 901 E. Cheves St., Suite 100, Florence, SC 29506, Orthopedic.
11. Impairment rating(s); body part(s); physician and date of opinion: Not applicable at this time.
12. I am amending my Form 50/51 in the following manner: \_\_\_\_\_

**Mediation**

- a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
- b. Mediation is required pursuant to Reg. 67-1802.
- c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
- d. 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](mailto:mediation@wcc.sc.gov).

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

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to John Bruton, Esquire, P.O. Box 11889, Columbia, SC 29211 on the 26<sup>th</sup> day of November 2014 by:  first class postage  certified mail  personal service.

Signature: Gerald Malloy Email: gmalloy@bellsouth.net  
Date of hearing: December 11, 2014 Time needed for hearing: 30 min.

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-60 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. \* Commissioners reserve the right to admit expert witnesses at hearings.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 1413115

STEPHEN EVANS, )  
 )  
 Employee, )  
 )  
 Claimant, )  
 )  
 vs. )  
 )  
 NAN-YA PLASTICS )  
 )  
 Employer, )  
 )  
 AND )  
 )  
 NEW HAMPSHIRE INSURANCE CO., )  
 )  
 Carrier, )  
 )  
 Defendants. )

NOTICE OF WITNESSES AND  
 WRITTEN MEDICAL REPORTS  
 TO BE INTRODUCED AS  
 DIRECT EVIDENCE ON BEHALF  
 OF CLAIMANT

TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION AND  
 JOHN BRUTON, ESQUIRE:

YOU ARE NOTIFIED that the Claimant, pursuant to the provisions of the South  
 Carolina Workers' Compensation Act and Section 1-23-330 of the South Carolina Code of Laws  
 (Cum. Supp. 1988) submit the following medical records and other documents as evidence:

<u>APA #:</u>	<u>MEDICAL PROVIDER:</u>	<u>DATES:</u>	<u>PAGES:</u>
1.	Carolinas Hospital System	9-24-14 – 9-26-14	1 - 19
2.	Dr. Peter O'Kelley	9-24-14 – 11-2-14	20 - 37

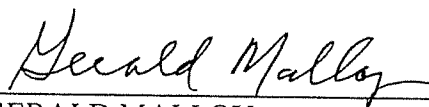
YOU ARE FURTHER NOTIFIED that you have the right to cross-examine or otherwise  
 oppose this evidence and, should you desire to exercise this right, you are to promptly schedule  
 the deposition of any provider whose records are submitted, for the purposes of cross-

examination, or otherwise promptly submit opposing medical records into evidence.

YOU ARE FURTHER NOTIFIED that these records, or photocopies of the same, will be provided to the South Carolina Workers' Compensation Commission for insertion in their file and for consideration as evidence on behalf of the Claimant.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the Claimant: 1. Claimant 2. Tara Evans 3. Dr. Peter O'Kelly.

MALLOY LAW FIRM



---

GERALD MALLOY  
Post Office Box 1200  
Hartsville, South Carolina 29551  
843-339-3000  
Attorney for Claimant

Hartsville, South Carolina  
25 day of November, 2014

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 1413115

STEPHEN EVANS, )  
 )  
 Employee, )  
 )  
 Claimant, )  
 )  
 vs. )  
 )  
 NAN YA PLASTICS, )  
 )  
 Employer, )  
 )  
 AND )  
 )  
 NEW HAMPSHIRE INSURANCE CO., )  
 )  
 Carrier, )  
 )  
 Defendants. )


CERTIFICATE  
OF  
SERVICE

The undersigned certifies that she is an employee at MALLOY LAW FIRM, and that she has served, on the date set forth below, a copy of the document described below, in the above entitled action to the following persons, pursuant to Section 15-9-930 and Section 15-9-940 of the Code of Laws of South Carolina, 1976, by depositing a copy of the same in the United States Mail, postage prepaid, addressed to:

John C. Bruton, Esquire  
Haynsworth Sinkler Boyd, P.A.  
Post Office Box 11889  
Columbia, SC 29211-1889

Commissioner Avery B. Wilkerson  
SC WCC  
1333 Main Street, Suite 500  
Columbia, SC 29201

**Claimant's Pre-Hearing Brief and Notice of Witnesses and Written Medical Reports  
Date Mailed: November 26, 2014**

  
\_\_\_\_\_  
Greta Elliotte, Paralegal

Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

ONE NORTH MAIN, 2<sup>ND</sup> FLOOR (29601-2772)  
POST OFFICE BOX 2048 (29602-2048)  
GREENVILLE, SOUTH CAROLINA  
TELEPHONE 864.240.3200  
FACSIMILE 864.240.3300  
WEBSITE [www.hsblawfirm.com](http://www.hsblawfirm.com)

JOHN C. BRUTON, JR.  
DIRECT DIAL NUMBER 803.540.7861  
EMAIL [jbruton@hsblawfirm.com](mailto:jbruton@hsblawfirm.com)

December 2, 2014

Via eCase

Commissioner Avery B. Wilkerson, Jr.  
SC Workers' Compensation Commission  
P.O. Box 1715  
Columbia, SC 29202-1715

Re *Stephen Evans v. Nan Ya Plastics*  
WCC File No.: 1414115  
Date of Accident: 9/04/14  
HSB File No.: 01973.0721

Dear Commissioner Wilkerson:

I represent the Employer/Carrier in regard to the above matter.

Enclosed herewith for filing is an original and one copy of Form 58 Pre-Hearing Brief and Notice of Witnesses and Written Report(s)/Physician or Other Evidence on Behalf of Employer/Carrier.

By copy of this letter I am providing Gerald Malloy, Esquire, Claimant's attorney a copy of the same as required by the Rules and Regulations of the Commission, together with copies of the submissions under the Administrative Procedures Act.

With kind regards, I remain

Very truly yours,

  
John C. Bruton, Jr.

JCBjt/pgl  
Enclosures

cc: Gerald Malloy, Esq. (w/encl. via email)

ROA 0428



Claimant's Name: Stephen Evans Employer's Name: Nan Ya Plastics Corporation  
Address: 121 Clyde McGee Road, Lot 7 Address: 140 E. Beulah Road  
City: Timmonsville State: SC Zip: 29161 City: Lake City State: SC Zip: 29560  
Home Phone: 843-845-4842 Work Phone: ( ) - Carrier: New Hampshire Insurance Company  
Preparer's Name: John C. Bruton, Jr., Esq., Preparer's Phone #: ( 803 ) 779-3080

**A claim for workers' compensation benefits is made based on the following grounds:**

Injury  Illness  Repetitive Trauma

1. Compensation Rate: \$563.00 2. AWW: \$845.34 Date of Injury: 9/04/14
3. Type of injury and body part(s): Neck and back; alleged bladder, urethral tear
4. Facts in controversy: Employer's termination of TTD pursuant to WCC Form 15 as Employee was released to light duty and Employer had light duty work available consistent with the terms upon which Employee had been released.
5. Legal issues involved: same
6. Unusual aspects: \_\_\_\_\_
7. Witnesses (designate if expert): Adrian Harris; Dana Welch; Claimant's supervisor; Claimant's co-worker
8. Exhibits: Letters to Employee from Employer; Photographs
9. Medical evidence (Indicate report pursuant to R.67-612; deposition or appearance): Reports pursuant to R. 67-612. All medical records not yet received.
10. Name, address, and specialty, if any, of the treating physician: Dr. Anthony Alexander, 901 E. Cheves St., Suite 100, Florence, SC 29506, Orthopedic; Dr. Peter O'Kelly, 805 Pamplico Hwy., Medical Mail B., Suite 310, Florence, SC, 29505, Urologist;
11. Impairment rating(s); body part(s); physician and date of opinion: None
12. I am amending my Form 50/51 in the following manner: \_\_\_\_\_

**Mediation**

- a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
- b. Mediation is required pursuant to Reg. 67-1802.
- c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
- d. 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](mailto:mediation@wcc.sc.gov).

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

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to Gerald Malloy, Esquire at

Address P.O. Box 1200, Hartsville, SC 29551 on the \_\_\_\_\_ day of December, 2014 by;  first class postage  certified mail  personal service  Email.

Signature: [Signature] Email: jbruton@hsblawfirm.com  
Date of hearing: December 11, 2014 Time needed for hearing: 60 minutes

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67- 1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. \* Commissioners reserve the right to admit expert witnesses at hearings.

WCC Form # 58  
Revised 7/13

**58**  
ROA 0429

PRE-HEARING BRIEF

STATE OF SOUTH CAROLINA  
BEFORE THE WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 1413115

Stephen Evans  
Employee/Claimant,  
vs.  
Nan Ya Plastics,  
Employer,  
Gallagher Bassett Services,  
Carrier,  
Defendants.

**NOTICE OF WITNESSES AND WRITTEN  
REPORT(S)/PHYSICIAN OR OTHER  
EVIDENCE ON BEHALF OF  
EMPLOYER/CARRIER**

**TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION AND  
GERALD MALLOY, ESQUIRE, ATTORNEY FOR CLAIMANT**

**YOU ARE HEREBY NOTIFIED THAT THE** Employer/Carrier, pursuant to the provisions of the South Carolina Workers' Compensation Act and South Carolina Code Section 1-23-330 (1976, as amended), herewith submits the following reports/physician or other evidence on behalf of the Employer/Carrier, to wit:

<i><b>TAB NO.</b></i>	<i><b>NAME OF REPORT(S) / PHYSICIAN</b></i>	<i><b>DATE OF REPORT(S)</b></i>	<i><b>PAGE NUMBERS</b></i>
3.	Anthony Alexander, M.D., Pee Dee Orthopaedics	10-7-14	38
4.	Letter from Nan Ya Plastics to Stephen Evans with attached return to work note from Dr. O'Kelly	10-29-14	39-40
5.	Photographs of area where accident occurred		41-42

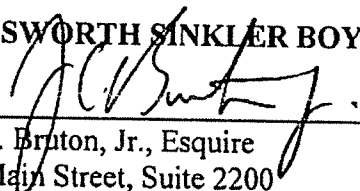
**YOU ARE FURTHER NOTIFIED** that you have the right to cross-examination; and, should you desire to exercise said right, you are to forthwith schedule the deposition(s) of any of the physicians or other person(s), whose reports are submitted, for the purposes of cross-examination.

**YOU ARE FURTHER NOTIFIED** that the originals of the documents referred herein, or photocopies received from said physicians/others, shall be filed with the Commissioner, for

insertion in the file of the South Carolina Workers' Compensation Commission and inclusion into evidence on behalf of the Employer/Carrier.

**YOU ARE FURTHER NOTIFIED**, that the following witnesses may be called on behalf of the Employer/Carrier: Adrian Harris; Dana Welch; Claimant's Supervisor; Claimant's Co-worker.

**HAYNSWORTH SINKLER BOYD, P.A.**

By:   
John C. Bruton, Jr., Esquire  
1201 Main Street, Suite 2200  
Post Office Box 11889 (29211-1889)  
Columbia, South Carolina 29201  
(803) 779.3080 telephone  
(803) 765.1243 fax  
Email Address: jbruton@hsblawfirm.com

Date: December 2, 2014

*Attorneys for Employer and Carrier*

STATE OF SOUTH CAROLINA  
BEFORE THE WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 1413115

Stephen Evans

Employee/Claimant,

vs.

Nan Ya Plastics,

Employer,

Gallagher Bassett Services,

Carrier,

Defendants.

**CERTIFICATE OF SERVICE**

I, the undersigned employee of Haynsworth Sinkler Boyd, P.A., do hereby certify that I have caused the foregoing to be served via U.S. mail, postage prepaid, *or by other delivery as indicated*, to all parties of record at the addresses shown below.

**Document(s):** Form 58 Pre-Hearing Brief and Notice of Witnesses and Written Report(s)/Physician or Other Evidence on Behalf of Employer/Carrier

*Parties of Record*

Gerald Malloy  
Post Office Box 1200  
Hartsville, SC 29551  
*Attorney for Claimant*

HAYNSWORTH SINKLER BOYD, P.A.

By: *Pamela B Ledbetter*

Date: December 2, 2014

**Boyd, Elaine**

---

**From:** Bruton, John <jbruton@hsblawfirm.com>  
**Sent:** Wednesday, December 10, 2014 12:29 PM  
**To:** Boyd, Elaine; Gerald Malloy; Greta Elliotte  
**Subject:** RE: 1413115 Evans

Sounds good. I'll send you a proposed consent order.

Thanks.

---

**From:** Boyd, Elaine [<mailto:EBoyd@wcc.sc.gov>]  
**Sent:** Wednesday, December 10, 2014 12:25 PM  
**To:** Bruton, John; Gerald Malloy; Greta Elliotte  
**Subject:** RE: 1413115 Evans

I will take it off the docket for tomorrow, but the Commissioner will need a consent order for that.

Thanks!!

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Wednesday, December 10, 2014 12:22 PM  
**To:** Boyd, Elaine; Gerald Malloy; Greta Elliotte  
**Subject:** RE: 1413115 Evans

Elaine,

Thanks for the email.

I just got off the telephone with claimant's attorney Gerald Malloy and we have agreed that we do not need to go forward with the hearing tomorrow. The hearing was set based upon the employer (my client) filing a Form 15 terminating TTD payments to which the claimant did not agree.

Within the last week the employer received some additional information on this claim (which we did not previously have) in which we learned a treating physician has been holding the claimant out of work. As a result, the employer has now agreed to start the claimant back on weekly TTD checks and also issue a check to catch up his past TTD that had been stopped over the last 4-5 weeks.

Please let me know if you need any additional information. Thanks for your help.

John Bruton  
803.540.7861

---

**From:** Boyd, Elaine [<mailto:EBoyd@wcc.sc.gov>]  
**Sent:** Wednesday, December 10, 2014 11:15 AM  
**To:** Bruton, John; Gerald Malloy; Greta Elliotte  
**Subject:** 1413115 Evans  
**Importance:** High

I am just double checking that this case is still going forward tomorrow at 9:30 in Florence.

*3/2/18 - F18 filed  
requested from  
D's*

12-22-14

Dear Senator Gerald Malloy,

I am writing this in regards to our "Retainer Agreement". I went to your office on 12-18-14 and met with a Preston F. McDaniel (Attorney), at your request. Greta Ellette called me @ 8:40<sub>am</sub> 12-18-14 and said this Gentleman was coming in to help us with the case. I went to your office at 11:30 a.m. as requested. I sat there until 2:30 p.m. before seeing Mr. McDaniel. Three other clients walked in and I was told to last. After my consult with Mr. McDaniel I was not comfortable.

I understand that you are a Senator and you expressed you would

12-22-1

be going into Senate and did not have time for my case right now. Under that circumstance you should have never taken my case. I was referred to you not Preston F. McDaniel and will not even consider letting him handle my case.

After thinking overnight I decided to end our professional relationship. I called at 7:30 a.m. <sup>12-19</sup> and left a message that I wanted my case file (which I am entitled to.) I received no response and called back at 9:00 a.m. and ask Greta Elliott (Paralegal) if I could come get a copy of it (care <sup>ROA 0435</sup> file.) Her response

12-22-14  
was very blunt and she said  
"Yes, you come and get it and  
get you another Lawyer in  
the Process. This is not the  
first time she (Greta Elliott)  
has been rascy to me. The way  
I see it, she is the Paralegal  
and if she feels sour about me  
she is not going to work fairly  
for me.

I came to your office @ 11:00 a.m. 12-19  
and met with you and had a  
meaningless conversation and I  
retrieved my case file. I got  
Home that day and went through  
the case file and there was no  
Retainer Agreement in it. I was

12-22-14

very startled because my main problem with Preston F. McDaniel was that he tried to get me to sign a retainer agreement and the second page was just a line in the left corner of the top of a page that reads as follows:

agreements between Client and Attorney

---

(client)

That made me feel as if he was trying to get my signature.

After meeting with you I ask about my back pay for Workman's Compensation. Dita has been telling me I should be getting it in

12-22-11

the mail any day. When I met with you Friday 12-20 you (Gerald Malloy) said you should have my money any day. I do not understand why you are getting it. That comes in the mail to me weekly (when it was coming). I have been without for over 8 weeks now. Therefore I feel that the proper job has not been done for me.

I trusted you Senator Gerald Malloy and after all of these negative circumstances I have decided to seek further Counsel and find someone who has time to work my case. I am hurt and my Family is hurting and I feel it

is time to end our professional relationship. I am a Christian, I stand on Faith alone and it tells me this is what is necessary. I am very sorry it ended this way. <sup>12-22-</sup>

Any prior authorizations are hereby cancelled between me and your firm. I understand that there may be a fee owed for your services and I just ask that you come up with a decent figure and you can let me know or sue me or put a lien on me for it. This will be discussed with my new Attorney.

To this point I have not

12-22-14

received any monetary funds from you and as far as I know you have received no monetary funds from my care.

I now end all authorizations and I do not want you or your ~~Law Firm~~ firm involved in my case in any way.

Enclosed is a set of papers on How to Hire an Attorney and I have abided within those specific guidelines. If you and your Firm would have treated me right and made me feel confident in you, this would never have happened. Again I will have to say I wish it

12-22-14

could be different but (The  
Damage is done).

I will have this letter typed  
and it will be sent certified mail  
on 12-23-14.

With Kindest Regards,  
Stephen M. Evans  
Stephen Murray Evans

Again I apologize and am sorry  
this ended this way!

James H. Carroll  
witness

12-24-14

Mr. Malloy,  
This is in regards to your  
(Defenseless)  
stupid letter I received 12-23-14. You  
knew I had delivered this same

letter to you <sup>ROA 0441</sup> trying you on 12-18 ~~and~~  
and 12-19. You did not relieve yourself

I will picket your office <sup>KOA 0442</sup> on Christmas Day because you are the bunch that stole my 7 year old's Christmas and he will be with me.

from my case. I relieved you, unfortunately I don't have Robal's at my discretion and could not have this typed and sent properly.

Your Paralegal had a problem with me and you should get you and her an Ethics class and learn how to treat people.

It's a shame that my Lawyer who had my check and sent it back to Gallagher + Barnett was my biggest problem.

Again I have no personal problem with you or your firm but please "Stay Out Of My

Case. You have hurt my case and I have to <sup>KOA 0442</sup> start all over.  
witness Jana Cuervo

with kindest  
Regards  
Steph M. Evans

(9)  
of 11

I know your the  
best and I depended on you.

"I trusted you Mr. Gerald Malloy I was  
referred to you by Amy Wilson (client of yours). This  
thing is hard enough to fight without your ~~deceit~~  
"Deceit?" ROA 0443 12-24-14

My Wife spoke with Gail Bullock  
on 12-22-14 and she told my wife  
that your firm sent my check  
for Workmen's Compensation back to  
them because I fired you. This  
is an outrage, you know I  
have been without since 10-31-14  
and my 7 year old's Christmas along  
with our bills are in jeopardy. Along  
with the Pastor F. McDavid trying to  
steal my signature this proves yet  
another deceit. Apparently your firm  
is geared toward "Sinarcid Gain"  
instead of "Honest Values" and what's  
Humane. This is the last letter you  
will receive from me but this is  
not over!

with kindest regards  
witness Joan Cross Styler M. Cross

I am not angry I am not a hot head but  
very disappointed! Wishing you and your son very  
Merry Christmas!

10  
10

Stephen M. Evans  
121 Clyde McGehee Rd. Lot 7  
Fayetteville, S.C.  
29161

Senator Gerald Malloy  
108 Congill Way  
Hortsville, S.C.  
29551

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Senator Gerald Malloy  
108 Congill Way  
Hortsville, S.C.  
29550

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent
- B. Received by (Printed Name)  Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

*Gordon Ebers*

3. Service Type

- Certified Mail®  Priority Mail Express™
- Registered  Return Receipt for Merchandise
- Insured Mail  Collect on Delivery
- 4. Restricted Delivery? (Extra Fee)  Yes

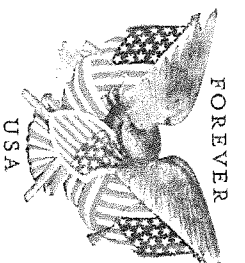
2. Article Number

7014 0510 0002 2637 9454

(Transfer from service label)

PS Form 3811, July 2013

Domestic Return Receipt



**GERALD MALLOY**

ATTORNEY AT LAW

108 CARGILL WAY  
HARTSVILLE, SOUTH CAROLINA 29550

TELEPHONE (843) 339-3000  
FASCIMILE (843)332-4646  
EMAIL: GMALLOY@BELLSOUTH.NET

POST OFFICE BOX 1200  
HARTSVILLE, SOUTH CAROLINA 29551

December 22, 2014

Stephen Evans  
121 Clyde McGee Road, Lot 7  
Timmons ville, SC 29161

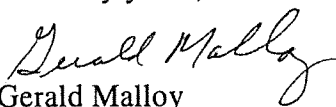
Re: workers' compensation injury of 9-4-14

Dear Mr. Evans:

This letter follows your phone call on December 22, 2014 after leaving a letter at my door over the weekend. You brought a second copy of your letter to my office this morning and then left. Since leaving my office this morning, you have called twice. I have forwarded another copy of your file under separate cover. Please sign the Motion and Order Relieving Counsel which was enclosed and return to me.

With kind regards, I am,

Sincerely yours,

  
Gerald Malloy

GM/gre

**GERALD MALLOY**

ATTORNEY AT LAW

108 CARGILL WAY  
HARTSVILLE, SOUTH CAROLINA 29550

TELEPHONE (843) 339-3000  
FASCIMILE (843)332-4646  
EMAIL: GMALLOY@BELLSOUTH.NET

POST OFFICE BOX 1200  
HARTSVILLE, SOUTH CAROLINA 29551

December 22, 2014

Mr. Stephen Evans  
121 Clyde McGee Road, Lot 7  
Timmonsville, SC 29161

Re: Workers' Compensation Injury of 9-4-14

Dear Mr. Evans:

You received a copy of your file on 12-19-14 in my office. Attached is the acknowledgment and receipt signed by you. I have again enclosed a copy of the file along with some additional medical records from Lake City Hospital that came in the mail today, 12-22-14.

I have reviewed this matter and assessed it as I told you I would after our brief meeting on Friday. You were accompanied by a young man named Raymond. As I explained to you during the meeting, among other things, I do not allow clients to record my conversations. As a result of my assessment and the recent development, please be advised that I have decided to file a Motion and Order to be Relieved as Counsel in your case. I deeply regret it because I feel like my firm could have been of assistance to you.

We have previously discussed the need for development of your particular injuries and that we might get some assistance due to the door hitting you in the head and the nature of your injuries. You have declined this assistance. Preston McDaniel, a noted workers' compensation attorney was going to offer assistance on this issue.

It further seems as if you and one of my paralegals have an issue. As I explained I feel a separation is in our best interest.

To this end, I have enclosed a Consent Order which can be signed by you and returned in the self addressed stamped envelope.

I am not charging a fee and am not filing a lien. As to the costs incurred in this case to date, I am not seeking reimbursement. I anticipate receiving a bill for the deposition in the near future. You have already received a copy of the deposition.

You are free to seek other counsel. There are several very good lawyers who do workers' compensation cases in the Florence area. Here are a few: Hood Temple 662-5000, Stephen Wukela 669-5634, Ron Jebaily 667-0400.

The carrier may send the check for your back temporary total to my office. The reason they may send it to my office is that the result obtained was because of a hearing. If this occurs, I will forward it to you overnight on the same day it arrives. I am not charging a fee on these funds.

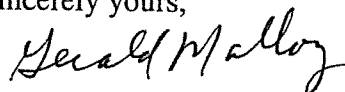
I am notifying the Commission and the other attorney that I no longer represent you.

Lastly, I have enclosed a Form 50, filing of a claim in your case and self addressed stamped envelope forwarded to the Commission for your filing of a claim or hearing.

I am willing to speak to your future counsel if necessary. I wish you the best.

With kind regards, I am,

Sincerely yours,



Gerald Malloy

GM/gre  
Enclosure

Dear Senator Malloy

12-28-14

I am very sorry again on how things ended up with us (you and I). I trusted you fully only to discover that your Representation has been very detrimental to my case. I had enough going on with Ois, and workers' compensation doing me wrong. Then you bring in this Puckton F. McDaniel who really destroyed everything. I will be taking further action toward you and Hine (Mr. McDoniels) in this very delicate matter.

You let me go 7 weeks with no pay before filing for a hearing. We had a Hearing <sup>12-9th</sup> but I guess we would have been more fair to go to the

original hearing that was set for <sup>12-28-14</sup>  
the 12-15<sup>th</sup> at the SIMT building at  
FDTC.

It's now the 28<sup>th</sup> December  
and I still haven't received my  
back pay for Workers Compensation.  
Only to my astonishment we called  
Gail Bullock on 12-22-14 to find  
out that you had my back pay and  
mailed it back the previous Thursday  
Dec. 18<sup>th</sup> after my horrible meeting  
with Ms. McDaniel and my decision was  
made to fire you and your firm.

Then you grasp at straws and  
send me a stupid lying defenseless  
letter on 12-22-14 on how you  
did your assessment and decided  
to be retained as counsel. You were

already relieved. You were <sup>12-28-14</sup> -fired  
on 12-18-14.

Then you go on to say in  
said letter that you would send  
my Worker's Compensation check over-  
night to me if it showed up, knowing  
your firm had already received and  
sent it back.

I picketed you on Christmas  
Day with my 7 year old. During my  
Exercising of my Rights (1<sup>st</sup> Amendment)  
I met 2 people a Pearl Smith and  
a Mr. Wayne Woodell who also claim  
to have been wronged by your firm.  
Apparently this is a pattern for  
your practice and I have  
concluded ~~that~~ <sup>ROA 0450</sup> your firm is

geared toward "Financial Gain" <sup>12-28-14</sup>  
instead of what's Humane."

Yet I still feel a deep remorse in my heart for how things are.

I told you from day one I am a Christian and I stand on Faith alone and that is my rock.

God Bless You My Friend Senator Gerald Malloy. I hope through this all, you and your firm will learn from this, take it to heart and strive to do better for your future clients.

With Kindest Regards,  
(I am)

Stephen M. Evans  
(Client)  
Stephen M. Evans

Jana Araw  
Jana Araw  
(Witness)

I will not rest until  
Justice has prevailed!  
I am tired of being  
wronged!  
S.E.

ROA 0451

12-28-14

Dear Senator Malloy,

12-28-14

I have sent this letter along with your "motion to Relieve", that states my reasons (some of them) for my decisions and I apologize saying "Things Did Not Have to be this way.

With Kindest Regards,  
(I am)

Stephen M. Evans  
(Client)  
Stephen M. Evans

Sara Cross  
Witness

12-28-14

BEFORE THE  
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Stephen Evans, )  
 )  
 Employee/Claimant, )  
 )  
 vs. )  
 )  
 Nan Ya Plastics, )  
 )  
 Employer, )  
 and )  
 )  
 New Hampshire Insurance Co., )  
 )  
 Carrier, )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

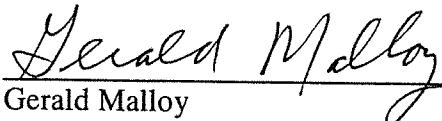
MOTION TO RELIEVE

WCC File Number: 1413115

The undersigned attorney, GERALD MALLOY, would respectfully show as follows:

1. That the above-entitled action is presently pending before the South Carolina Workers' Compensation Commission.
2. That the client and attorney desire to sever the attorney/client relationship with the undersigned.
3. That the undersigned now moves that he be relieved as counsel for the Employee/Claimant, Stephen Evans, and released from further representation in this matter.

WHEREFORE, the undersigned prays that he be released as counsel for the Employee-Claimant and be released from further representation in this matter.

  
 \_\_\_\_\_  
 Gerald Malloy  
 Malloy Law Firm

  
 \_\_\_\_\_  
 Stephen Evans

Dated: 12-28-14

CONTRACT FOR LEGAL SERVICES

I hereby retain and employ Kevin M. Barth, **ESQUIRE** (hereinafter "Attorney") as my attorney to represent me in the following matter:

WORKERS Comp ACCIDENT vs. NAN-YA

For his services, I agree to pay my Attorney as follows:

A. 33 1/3 percent of whatever may be recovered from the claim if settlement is made without filing suit<sup>1</sup>.

B. 33 1/3 percent of whatever may be recovered from the claim after suit is filed. (See footnote 1)

I agree to pay all necessary costs of processing the claim, including, without limitation, filing fees, discovery costs, service of process, court costs and travel, witness fees, medical records, medical reports, investigative costs, telephone and postage. From time to time, I understand that Attorney may advance costs on my behalf. Any such costs not previously paid by me are to be deducted from my share of any recovery as outlined below; however, I understand that costs and expenses must be paid in full whether or not there is any recovery. I will pay these costs as taxed by the court and/or as billed by Attorney.

I further authorize my Attorney, in appropriate cases, to pay from my share of the proceeds of recovery any unpaid amounts due health providers for services rendered in connection with this claim. I further acknowledge that my attorney **MUST** protect known liens or assignments signed by me, and that if there is a dispute between me and a health care provider, the attorney must hold the money in escrow until that dispute is resolved.

I further understand that I may terminate the services of my Attorney at any time, but that such termination will not relieve me of my obligation to pay him any outstanding balance owed based upon his hourly services computed to the date of such termination. If I terminate the services of my Attorney at any time prior to settlement, then I agree to pay said Attorney \$175.00 per hour for all attorney services rendered in this matter, and \$75.00 per hour for all paralegal services rendered in this matter or the contracted contingency fee percentage on any offers that have been made at the time of termination, **whichever is greater**. Attorney will also be entitled to reimbursement for costs. To secure payment by me to the firm for all expenses, costs and attorney fees I am obligated to pay under this agreement, I hereby grant the firm a charging lien applicable to any and all recoveries in this matter whether by settlement, collection of a judgment or otherwise.

I further understand that unless specified above, my Attorney shall not be required to pursue any appeal in this representation without specific

---

<sup>1</sup> The contingency fee is to be determined based on the gross recovery. Litigation costs and expenses are to be deducted after the contingency fee is calculated and are to be deducted from the client's portion of the proceeds.

further agreement as to the fee, nor shall he be required to provide further services at the conclusion of the case without further agreement as to fees, whether such services relate to the enforcement or modification of the order of judgment obtained in my case. I understand that unless otherwise specified, this agreement only applies through the trial stage, and does not include any form of appellate proceedings, and that my Attorney has the right to terminate this contract at any time, and that if he elects to terminate, he shall still be entitled to payment for his services and costs as set forth in the above paragraph concerning termination by the client.

I acknowledge that NO GUARANTEE of any results, recovery, or outcome has been made to me by my Attorney. Attorney does agree to use his best professional judgment in handling my case and advising me in regard to what actions I am to take.

I further acknowledge and agree, by the signing of this letter, to keep this office advised of my whereabouts at all times, shall appear on reasonable notice at any and all depositions and Court appearances, and shall comply with all reasonable requests of this office in connection with the preparation and presentation of the aforesaid action. I understand my cooperation is a basis of this agreement/contract, and a failure to cooperate, disappearance for 6 months or more without contacting my attorney or leaving a forwarding address, is a material breach, and just and adequate cause for my attorney to withdraw as counsel without further notice to me.

I understand that you reserve the right to destroy all files after 10 years. In the event there are any original documents in my file which I wish to have returned to me upon conclusion of this case, I understand it is my responsibility to request same. Further, if I wish to receive my original file instead of you destroying it, I need to advise you in writing. This notice would be attached to the front of my file and the file would then be provided to me instead of it being destroyed.

I have read and fully understand this contract and I hereby acknowledge receipt of a copy.

NAME: AW

DATED: 12-29-14

ACCEPTED BY: Kevin M. Barth  
Kevin M. Barth

Signed this 29<sup>th</sup> day of December 2018

# Barth, Ballenger & Lewis, LLP

ROA 0456

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bbhlawfirm.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

---

Michael Ballenger (Retired)

June 8, 2015

SC Workers' Compensation Commission  
Division of Claims  
P.O. Box 1715  
Columbia, SC 29202

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

Dear Sir/Madam:

Enclosed herewith, please find my Form 50 requesting a hearing in regard to the above matter, along with the appropriate filing fee.

By copy of this letter, I am serving the Form 50 on John C. Bruton, Jr., attorney for the employer/carrier.

With best regards, I am

Sincerely,

Kevin M. Barth  
kbarth@hbbh.net

KMB/chg  
enclosure  
cc: John C. Bruton, Jr.

ROA 0456

EX. 19-1

Haynsworth  
Sinkler Boyd, PA.

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)  
POST OFFICE BOX 11889 (29211-1889)  
COLUMBIA, SOUTH CAROLINA  
TELEPHONE 803.779.3080  
FACSIMILE 803.765.1243  
WEBSITE www.hsblawfirm.com

JOHN C. BRUTON, JR.  
EMAIL jbruton@hsblawfirm.com

June 24, 2015

SC Workers' Compensation Commission  
Attention: Judicial Department  
P.O. Box 1715  
Columbia, SC 29202-1715

RE: *Stephen Evans v. Nan Ya Plastics*  
WCC File No.: 1413115  
Date of Accident: 09/04/2014  
HSB File No.: 01973.0721

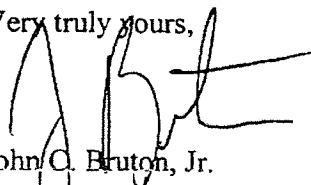
Dear Sir or Madam:

I am enclosing a duly executed Form 51, constituting the Answer of Nan Ya Plastics to the Form 50, in connection with the above-referenced workers' compensation claim, with the request that the same be filed with the other papers in this action.

By copy of this letter to the Claimant, I am serving a copy of our Answer, as required by the Rules of the Commission.

With kind regards, I remain

Very truly yours,



John C. Bruton, Jr.

JCBj:pgl  
Enclosure

cc: Kevin M. Barth, Esq. (w/encl.)

South Carolina Workers' Compensation Commission  
1333 Main Street, Suite 500  
P.O. BOX 1715  
Columbia, SC 29202-1715  
(803) 737-5723



WCC File #: 1413113ROA 0458  
Carrier File #: 002848-001824-WC-01  
Carrier Code #: 00143  
Employer FEIN #: 223009119

Claimant's Name: STEPHEN EVANS Employer's Name: NAN-YA PLASTICS CORP AMERICA  
Address: 121 CLYDE MCGEE RD LOT 7 Address: 140 EAST BEULAH ROAD  
City: TIMMONSVILLE State: SC Zip: 29161 City: LAKE CITY State: SC Zip: 29560  
Home Phone: 843-731-7669 Work Phone: \_\_\_\_\_ Insurance Carrier: NEW HAMPSHIRE INSURANCE CO, LTD  
Preparer's Name: BRENDA GAY Law Firm: \_\_\_\_\_ Preparer's Phone #: 704 405 6687

1. Date of injury: 9/4/2014 2. Total Weeks Compensation Paid: 51 weeks  
(m/d/yyyy)

3. Type of Compensation Paid (TP or TT)/Periods of Payment:

	(m/d/yyyy)	(m/d/yyyy)
Type: <u>TT</u>	From: <u>9/5/2014</u>	To: <u>8/27/2015</u>
Type: <u>N/A</u>	From: _____	To: _____
Type: <u>N/A</u>	From: _____	To: _____

4. Date of First Payment: 9/24/2014  
(m/d/yyyy)

5. Total Amount Paid (a) Compensation: \$ 28743.09  
(b) Medical (Include Nursing, Hospital, Drugs, Etc.): \$ 24182.27

6. Informal Conference is Requested:  Yes  No (check one)

Use these lines to send a memo to the Commission: Filing Form 18 to maintain file in compliance.

BRENDA GAY 704 405 6687 8/28/2015  
Employer's Representative Phone Date

Type or print all information. File this form six months after the alleged injury date and each six months until the Commission's File is closed. Form 18 must be filed whether or not compensation is ongoing. Check "yes" after Number 6 to request an informal conference. Refer to R.67-413, R.67-507, and R.67-804 for further information.

# Barth, Ballenger & Lewis, LLP

ROA 0459

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bbhlawfirm.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

---

Michael Ballenger (Retired)

July 16, 2015

Stephen M. Evans  
121 Clyde McGee Road, Lot 7  
Timmonsville, SC 29161

Re: Stephen W. Evans v. Nan Ya Plastics

Dear Stephen:

Please be advised that we have received notice of your Workers' Compensation hearing. Your hearing is scheduled for September 1, 2015 at 2:00 p.m. and will be held in Boardroom 102 of the Southeastern Institute of Manufacturing Technology (SIMT) located at 1951 Pisgah Road, Florence. I would ask that you plan on meeting me there at 1:45 p.m. on that date.

In addition, I have also taken the liberty of scheduling an appointment for you to meet with me to prepare for the hearing. This appointment is scheduled for August 17, 2015 at 10:00 a.m.

Please make a note of these dates and times. With best regards, I am

Sincerely,

Kevin M. Barth  
kbarth@hbbh.net

KMB/chg

ROA 0459

EX. 22-1

South Carolina Workers' Compensation Commission

1333 Main Street, Suite 500  
P.O. BOX 1715  
Columbia, SC 29202-1715  
(803) 737-5723



WCC File #: 1413115 **ROA 0460**  
Carrier File #: 002848001824WC01  
July 7, 2015

NOTICE OF HEARING

STEPHEN EVANS v. NAN-YA PLASTICS CORP AMERICA

**Subject:** To determine issues as set forth on Forms 50 and 51.  
**Date:** September 1, 2015 at 02:00 PM  
**Location:** Southeastern Inst. of Manufacturing & Business Incubator, 1951 Pisgah Road,  
Boardroom 102  
Florence, SC 29501

South Carolina Regulations 67-601 through 67-615 govern hearings before the South Carolina Workers' Compensation Commission. The claimant must attend when not represented by an attorney or when disfigurement is involved. Corporations must be represented by an attorney, and uninsured employers must attend.

Attorneys must file a Form 58 with proof of service pursuant to Regulation 67-611. Postponements are only granted pursuant to Regulation 67-613. Please visit [www.wcc.sc.gov/Commissioners](http://www.wcc.sc.gov/Commissioners) to view Commissioners' Preferences. If you have questions regarding this matter, please contact the office of the undersigned Jurisdictional Commissioner.

Commissioner Melody L. James  
803-737-5668, [tmorris@wcc.sc.gov](mailto:tmorris@wcc.sc.gov)

CERTIFICATE OF SERVICE – This is to certify the undersigned has served this notice in the above entitled action upon all parties to this cause by sending a copy hereof by electronic mail or United States mail.

By: Tamara Morris, SC Workers' Compensation, July 7, 2015

Party

Employee: STEPHEN EVANS

Attorney

Kevin Mitchell Barth  
[kbarth@hbbh.net](mailto:kbarth@hbbh.net)  
843-662-6301

Employer: NAN-YA PLASTICS CORP AMERICA  
Carrier: New Hampshire Insurance Co

John C. Bruton, Jr.  
[jbruton@hsblawfirm.com](mailto:jbruton@hsblawfirm.com)  
803-779-3080

# Barth, Ballenger & Lewis, LLP

ROA 0461

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bblawsc.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

---

Michael Ballenger (Retired)

October 30, 2015

John C. Bruton, Jr.  
P.O. Box 11889  
Columbia, SC 29211-1889

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

Dear John:

Enclosed, please find a copy of the IME report from Dr. Storick at Columbia Neurosurgical. He has recommended a spine surgical evaluation of the neck and back. We are requesting that this evaluation be scheduled for Mr. Evans as soon as possible.

I look forward to hearing from you and with best regards, I am

Sincerely,

Kevin M. Barth  
kbarth@hbbh.net

KMB/chg  
enclosure  
cc: Steven Evans

ROA 0461

EX. 23-1



Sign Out Help

**ROA 0462**

cgraves@hbbh.net

**From:** klforsyth@cvty.us.com  
Valid Signature (Help)

Print

**To:** brenda\_gay@gbtpa.com, jbruton@hsblawfirm.com, cgraves@hbbh.net

**Cc:** Hub\_1@aetna.com

**Sent:** Wed Feb 10, 2016 12:26 PM (1 day ago)

**Subject:** [SEND SECURE] Evans

**Attached:** MedicalReport.pdf (434 kb) - Download  
Evans2.10.16.pdf (749 kb) - Download

Stephen Evans

**ROA 0462**

EX. 24-1

ROA 0463

EVANS, STEPHEN: 900784356-1  
002848-001824-WC-01

Please see attached MRI report from 2/10/16 as well as office note. Dr. Gunter has recommended anterior cervical discectomy and disc arthroplasty C6-7. Dr. Gunter recommends disc replacement instead of a fusion. Per Dr. Gunter recovery for disc replacement is 10-12 weeks and fusion is 3-6 months. Denise at Dr. Gunter's office will be sending a surgery sheet that must be signed by Brenda. Brenda, please advise if we will need a 2<sup>nd</sup> opinion.

Also, Mr. Evans BP today was 178/100, per EE, he does not have the money to pay for BP meds. The nurse at MD office instructed him to call his PCP to obtain free samples or a cheaper drug. Mr. Evans BP will need to be controlled prior to surgery. Mr. Evans c/o loss of sensory function "no feeling" to his Left leg and buttocks. Also, c/o tendency to "loose the feeling in his left arm" as well as chronic, constant headaches. No further PT at this time. Thanks

**Kathy L Forsyth RN CCM**  
**Coventry**  
**Field Case Manager**  
**Cell: 803-640-0372**  
**Fax: 855-221-7806**  
**klforsyth@cvtg.us.com**

*Please Request Me Directly For Your Next  
Referral!!!!*

*Please contact my manager Consuela Burrell to  
let her know how I am doing, (706) 224-7836  
or CXAnderson@cvtg.us.com*

www.coventrywcs.com  
Nurse Triage | Networks | Pharmacy  
Ancillary Services | Durable Medical Equipment  
Utilization Review | Case Management  
Independent Medical Exams | Bill Review

This e-mail may contain confidential or privileged information. If you think you have received this e-mail in error, please advise the sender by reply e-mail and then delete this e-mail immediately. Thank you.

Reply

Email Encryption Provided by Voltage SecureMail. [Learn More](#)

Email Security Powered by Voltage IBE  
Copyright 2002-2014 Voltage Security, Inc. All rights reserved.

ROA 0463

EX. 24-2

**From:** klforsyth@cvty.us.com  
Valid Signature (Help)

Print **ROA 0464**

**To:** brenda\_gay@gbtpa.com, jbruton@hsblawfirm.com

**Cc:** cgraves@hbbh.net, Hub\_1@aetna.com

**Sent:** Tue Mar 1, 2016 3:59 PM (50 minutes ago)

**Subject:** [SEND SECURE] Evans

EVANS, STEPHEN: 900784356-1  
002848-001824-WC-01

Brenda, please advise if the surgery for disc replacement is approved for C6-7. Thanks

**Kathy L Forsyth RN CCM**  
**Coventry**  
**Field Case Manager**  
**Cell: 803-640-0372**  
**Fax: 855-221-7806**  
**klforsyth@cvty.us.com**

*Please Request Me Directly For Your Next Referral!!!!*

*Please contact my manager Consuela Burrell to let her know how I am doing, (706) 224-7836 or CXAnderson@cvty.us.com*

www.coventrywcs.com  
Nurse Triage | Networks | Pharmacy  
Ancillary Services | Durable Medical Equipment  
Utilization Review | Case Management  
Independent Medical Exams | Bill Review

This e-mail may contain confidential or privileged information. If you think you have received this e-mail in error, please advise the sender by reply e-mail and then delete this e-mail immediately. Thank you.



Email Encryption Provided by Voltage SecureMail. [Learn More](#)

Email Security Powered by Voltage IBE  
Copyright 2002-2014 Voltage Security, Inc. All rights reserved.

**ROA 0464**

EX. 25-1



[Sign Out](#)   [Help](#)

**ROA 0465**

[cgraves@hbbh.net](mailto:cgraves@hbbh.net)

**ROA 0465**

EX. 25-2

South Carolina Workers' Compensation Commission  
1333 Main Street, Suite 500  
P.O. BOX 1715  
Columbia, SC 29202-1715  
(803) 737-5723



WCC File #: 141311ROA 0466  
Carrier File #: 002848-001824-WC-01  
Carrier Code #: 00143  
Employer FEIN #: 223009119

Claimant's Name: STEPHEN EVANS Employer's Name: NAN-YA PLASTICS CORP AMERICA  
Address: 1556 W. OLD NO 4 HWY Address: 140 EAST BEULAH ROAD  
City: SCRANTON State: SC Zip: 29591 City: LAKE CITY State: SC Zip: 29560  
Home Phone: 843-858-1496 Work Phone: \_\_\_\_\_ Insurance Carrier: NEW HAMPSHIRE INSURANCE CO, LTD  
Preparer's Name: BRENDA GAY Law Firm: \_\_\_\_\_ Preparer's Phone #: 704 405 6687

1. Date of injury: 9/4/2014 2. Total Weeks Compensation Paid: 78 weeks  
(m/d/yyyy)

3. Type of Compensation Paid (TP or TT)/Periods of Payment:

	(m/d/yyyy)	(m/d/yyyy)
Type: <u>TT</u>	From: <u>9/5/2014</u>	To: <u>3/3/2016</u>
Type: <u>N/A</u>	From: _____	To: _____
Type: <u>N/A</u>	From: _____	To: _____

4. Date of First Payment: 9/24/2014  
(m/d/yyyy)

5. Total Amount Paid (a) Compensation: \$ 43960.02  
(b) Medical (Include Nursing, Hospital, Drugs, Etc.): \$ 41524.84

6. Informal Conference is Requested:  Yes  No (check one)

Use these lines to send a memo to the Commission: Filing Form 18 to maintain file in compliance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BRENDA GAY 704 405 6687 3/3/2016  
Employer's Representative Phone Date

Type or print all information. File this form six months after the alleged injury date and each six months until the Commission's File is closed. Form 18 must be filed whether or not compensation is ongoing. Check "yes" after Number 6 to request an Informal conference. Refer to R.67-413, R.67-507, and R.67-804 for further information.

To Whom It May Concern, 3-31-16

I Stephen M. Evans have decided to release Kevin Barth from my case. I have had Kevin represent me for over a year now and I feel that my Attorney is not capable of handling workman comp.

I made this decision because I feel my case is stuck. I have never been released from any Dr. and I want the surgeries needed to better my body. I am in no way, shape, or form even ready to consider a settlement. I want my Surgeries. When my surgeries are done and I am released from my Dr. care then will worry about a settlement. Nobody needs repair.

I feel my case is stopped and I don't understand. If you can't look like a particular type of case, "Don't Take It".

I have a business card from Kevin that doesn't even have Workman Comp. listed on it. The newer ones I have, do have it on them. That tells me his never did a Workman's Comp. case. I have no problem personally with Mr. Barth but I do not trust that he is the lawyer for me.

Witness: James H. Parrott

ROA 0467

Sincerely,

Stephen M. Evans  
Stephen M. Evans

\* indicator parts not checked

ROA 0468

\* Rotator cuffs - not checked  
neck

lower back - need another opinion

head injury - Da-healy

bladder Dr. O Kelly

\* hips

\* knees

\* misc. cracked teeth

ROA 0468

EX. 27-2

# Barth, Ballenger & Lewis, LLP

ROA 0469

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: [bblawsc.com](http://bblawsc.com)

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

Michael Ballenger (Retired)

May 13, 2016

John C. Bruton, Jr.  
P.O. Box 11889  
Columbia, SC 29211-1889

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

Dear John:

Enclosed, please find the settlement documents and check in the above matter. I am very sorry that Mr. Evans has now refused to accept the settlement offer. Per his instructions, I will be filing a Form 50 to have his surgery approved.

With best regards, I am

Sincerely,

Kevin M. Barth  
[kbarth@hbbh.net](mailto:kbarth@hbbh.net)

KMB/chg  
enclosure

ROA 0469

EX. 28-1

# Barth, Ballenger & Lewis, LLP

ROA 0470

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bblawsc.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

Michael Ballenger (Retired)

June 1, 2016

John C. Bruton, Jr.  
P.O. Box 11889  
Columbia, SC 29211-1889

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

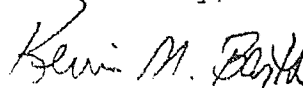
Dear John:

Enclosed, please find a Consent Order Relieving Counsel with regard to the above matter. Mr. Evans picked up his file from my office yesterday and indicated that he no longer wished for me to continue representing him. I would appreciate you signing the Consent Order and returning it to me in the envelope provided.

Please also be advised that pursuant to the Fee Contract that Mr. Evans signed, a copy of which is enclosed, I have a lien on any recovery he may receive in the amount of \$33,761.30 (\$33,333.33 as my 1/3 of the \$100,000 offer plus \$427.97 in costs). Please consider this letter as formal notice of my lien in this matter.

With best regards, I am

Sincerely,



Kevin M. Barth  
kbarth@hbbh.net

KMB/chg  
enclosure

ROA 0470

EX. 29-1



Stephen M. Evans  
1556 W. Ok No. 4 Hwy.  
Senanton, S.C. 29591  
843-373-0526

Spell, Smith & Anderson  
1510 Calhoun St. ROA 0472  
Columbia, S.C. 29201  
843-929-3600  
1-1-17

To Mr. Danny Vega,

Dear Mr. Vega, I am notifying you in writing that you are fired and will in no way be allowed to represent me Stephen Murray Evans. I am not satisfied with your services (at all). You have proceeded to make a mess of my case (as if I wasn't already in a bad situation because of previous lawyers I tried to trust to include Mr. Gerald Mullay and a Mr. Kevin Barth.) I did send them a Certified Letter relieving them because of under-hand strategies they tried to do.

I obtained you earlier this year <sup>2016</sup> due to the advice of a trusted friend Mr. John Ethridge (Gardner Law Firm in Florence, S.C.) I came to him and explained my situation and followed up on his suggestion. 3<sup>rd</sup> biggest mistake I've made in this fight for my livelihood. you came in playing a musical Harp and ended up playing a one string banjo. I no longer trust you. you have not worked for me. you have not gotten body parts checked that are noted in my original deposition, you have not followed up on a situation where a Carolina Hospital Technician ripped my U.ethra causing me to have Emergency surgery, you have not followed up on missing benefit checks, you have not been able to retrieve expense money owed to me from trips to the Dr. (3) total since 9/16/16, you helped me get a loan from a supposed friend of yours that has a preposterously ridiculous interest rate (300% maturity). it suggested My son come to you with a case he was fighting and feel you could have done <sup>ROA 0472</sup> I suggested my brother come <sup>with</sup>

I called your office on  
1-2-17 expressing that  
event would be happening!  
S.C.

1-1-17

to you with his Workers Compensation Case and I feel that you are quickly ruining that also. Therefore, I feel that you are incompetent and only out for your gain. I also have you working on a Disability claim for me that I feel you are not working diligently.

Furthermore I have made the decision to relieve you from my case because I do not trust that you will try to help me get what I deserve. I worked for Nan-Ya Plastics (A Division of Formosa Plastics) The Largest Plastics Plants in the world, based out of Taiwan. I walked through an automatic overhead door that dropped on me without me touching it. I don't understand how this company can get away with hurting American Workers on American Soil and cost them their livelihoods, disabling them and just throwing them away. I was at this Plant location for (3) years (this time) I <sup>(worked there two previous times)</sup> am a Certified Pipe Fitter and Pipe Welder. How in the world has this ended up this way. I received #1 Technician Safety awards The 2 years prior to this acc.

I received a loan from you on Dec. 15, 16 of \$3,000.00 From day one it increased over \$4,000.00 Therefore I feel I owe you no compensation in my case because I feel that you have made your compensation from this loan. You have done nothing personally for me but dug things out and make it harder on me. I've done been humiliated in life due to this accident, I have lost my health in many aspects of my ~~ROA 0473~~ I have lost my

1-1-17

ability to provide for my family, I have lost my self worth among many other things. But, I have not lost my faith or my intuition and both of them tell me to lose you. Goodbye Mr. Vega, never ever contact me, you and I have no chance of working together again. I could lose in life on my own I don't need you to push the envelope.

Sincerely,

Steph M. Evans  
1-1-17

Stephen M. Evans

This letter will be certified on 1-6-17 and hand delivered a copy by me to your office on that day and a copy mailed assuring that I am rid of you and you incompetent staff assuring that you get it ASAP.

This letter was certified on Fri. Jan. 6-17 at Effingham, D.C. 29541 Federal Post Office prior to my traveling to Columbia, D.C. to retrieve Case File and signing of Consent Order releasing Mr. Danny Vega.

I have no personal problem with Mr. Vega but I feel he has not served me diligently and feel the need to find honest counsel.

My Decision was made based on *with very deepest Regrets,* Steph M. Evans above referenced explanation and has now been enacted  
ROA 0474

ROA 0475

*Stephen M. Evans  
1536 W. Old No. 4 Hwy  
Washington, D.C. 20591*

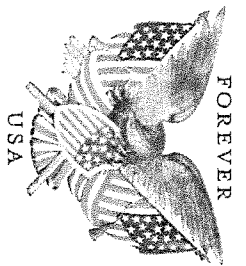


1000

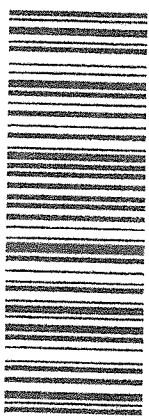


29201

U.S. POSTAGE  
PAID  
EFFINGHAM, SC  
JAN 05 17  
AMOUNT  
**\$6.00**  
R2905K1 41203-04

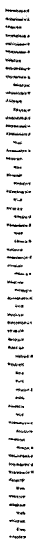


*Chappell, Smith & Nolan  
1510 Calhoun St.  
Columbia, D.C. 29201*



7016 0750 0000 9441 5016

29201-260710



ROA 0475

**CHAPPELL, SMITH & ARDEN**  
ATTORNEYS AT LAW

Licensed to practice  
in South Carolina,  
North Carolina,  
Georgia and the  
District of Columbia

PO Box 12330  
Columbia, SC 29211  
803.929.3600  
Fax 803.929.3604  
800.531.9780  
www.CSA-LAW.com

January 5, 2017

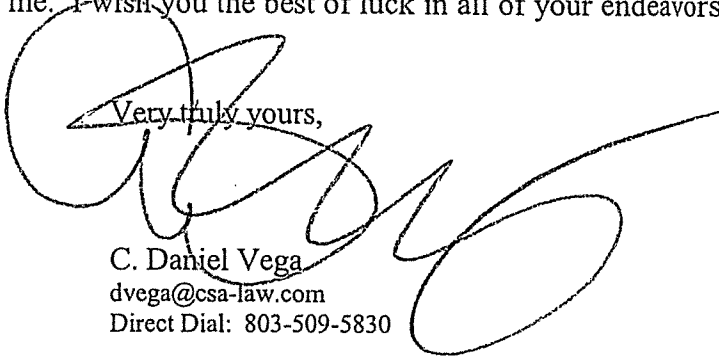
Mr. Stephen Evans  
1556 West Old No. 4  
Scranton, SC 29591

Re: Stephen Evans v. Nan Ya Plastics  
SCWCC Docket No.: 1413115

Dear Mr. Evans:

Thank you for allowing me to represent you these past six months. I am sorry that we were not able to continue representing you in this matter. Pursuant to your request I have prepared a copy of your file. Also pursuant to your request I have prepared a Petition to be Relieved as Counsel for the Commission. In the Petition it states you know longer wish for me to represent you. Once signed by the Commission I will no longer be your attorney. I will forward a copy of the Petition to you once we have received the signed copy. In the mean time you may proceed with retaining another attorney or proceed by representing yourself in this matter. If you have questions, please feel free to contact me. I wish you the best of luck in all of your endeavors and remain,

Very truly yours,

  
C. Daniel Vega  
dvega@csa-law.com  
Direct Dial: 803-509-5830

CDV/ks  
Enclosure  
cc: Johnny Etheridge, Esq.

ROA 0476

EX. 31-1

From: Stephen M. Evans

1-9-17

This is to inform Mr. Daniel C. Vega, <sup>ROA 0477</sup>  
Attorney for the Law Firm of Chappell,  
Smith & Arden, located at:

POB 12330, Columbia, D.C.  
29211

office 803-929-3600

fax 803-929-3604

Mr. Vega Please Represent in My Worker's  
Compensation Case. After discussing my  
issues with you today, I feel that you  
are the only person I can depend on  
to handle my case.

Sincerely,

Step M. Evans  
1-9-17

ROA 0477

EX. 32-1

**South Carolina Workers' Compensation Commission**  
1333 Main Street, Suite 500  
P.O. BOX 1715  
Columbia, SC 29202-1715  
(803) 737-5723



WCC File #: 1413115  
Carrier File #: ~~0163800127~~ **ROA 0478** WC-01  
Carrier Code #: 00143  
Employer FEIN #: 223009119

Claimant's Name: STEPHEN EVANS Employer's Name: NAN-YA PLASTICS CORP AMERICA  
Address: P.O. BOX 597 Address: 140 EAST BEULAH ROAD  
City: SCRANTON State: SC Zip: 29591 City: LAKE CITY State: SC Zip: 29560  
Home Phone: ( 843 ) 858 - 1496 Work Phone: ( ) - Insurance Carrier: NEW HAMPSHIRE INSURANCE CO, LTD  
Preparer's Name: BRENDA GAY Law Firm: \_\_\_\_\_ Preparer's Phone #: ( 704 ) 405 - 6687

1. Date of injury: 9/4/2014 2. Total Weeks Compensation Paid: 203  
(m/d/yyyy)

3. Type of Compensation Paid (TP or TT)/Periods of Payment:

Type: TT From: 9/5/2014 To: 7/26/2018  
(m/d/yyyy) (m/d/yyyy)

Type: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Type: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

4. Date of First Payment: 9/24/2014  
(m/d/yyyy)

5. Total Amount Paid (a) Compensation: \$ 114,408.77  
(b) Medical (Include Nursing, Hospital, Drugs, Etc.): \$ 135,691.28

6. Informal Conference is Requested:  Yes  No (check one)

Use these lines to send a memo to the Commission: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer's Representative \_\_\_\_\_ Phone ( ) - Date \_\_\_\_\_

Type or print all information. File this form six months after the alleged injury date and each six months until the Commission's File is closed. Form 18 must be filed whether or not compensation is ongoing. Check "yes" after Number 6 to request an informal conference. Refer to R.67-413, and R.67-804 for further information.

Chappel, Smith + Arden  
Attorneys At Law  
C/O Daniel Vega

ROA 0479

①

To Whom It May Concern,

8-13-18

Mr. Danny Vega, I appreciate trying to reach an Agreed Settlement in my Workers Compensation Case. I just don't feel like the offer is based on everything it should be. There are too many negatives. I do not like giving an option on leaving my Future Medical open for Mr. John Brutor to haggle with. Mr. Brutor received my Consent in June of 2013 and should've had his job completed on this matter. When I settle I want everything (all issues) clearly over and done with. I've been released at MMI since 12-17 and should've been ample time to have all of the figures complete with MMI, Indemnity. My understanding is that indemnity is based on 500 weeks of wage loss time and I don't understand why I'm not being offered future wage loss based on MMI and impairment ratings along with it.

I request that you request a hearing in front of the Commissioner. I just do ~~strongly~~ feel that all my issues haven't been addressed.

ROA 0479

EX. 34-1

I look forward to seeing Mr. Brutor

8-13-18

along with his Nan-Ya little group of Merryment! It's time I had an opportunity to put him in his place. He has put a lot of negative bearing on my case and I will come prepared with my witnesses and be happy to put him in his place.

The settlement Loan issue is of grave concern to me. I spoke with you (Danny Vega) on 8-31 and you said the payoff was \$41,000<sup>00</sup> less than a week later on 8-05 you said I was \$46,000<sup>00</sup>. I've looked up various comparisons to include J.D. Wentworth and Davis. Their % rates are 24 and 25%. When I got the \$3,000<sup>00</sup> Loan from your friend, you said they would give us a better % rate. I did not know you meant 150%, that is ridiculous. I need a Contract on that Loan so that I can prepare a remedy on how I can use my rights to fight this Entity that is trying to charge me so much interest. I will pay back what is necessary but I will fight that percentage rate.

8.13-18

Please help me anyway you will. I have trusted you (Mr. Danny Vega) with my future and my family's future. My health has been taken and my earning capacity has been taken.

I want what's best for my family and what's best for your firm., and to get this over for the best benefit possible.

Sincerely,  
~~Steph M Evans~~  
Steph M Evans

\* P.S. It is my understanding that a Commission hearing is granted within 60 days. Please apply for it now. \* Thank you. I don't care if Bruto needs longer that issue can be taken care of at the hearing.  
SxE.

**From:** Bruton, John <jbruton@hsblawfirm.com>  
**Sent:** Tuesday, September 04, 2018 4:13 PM  
**To:** Danny Vega  
**Cc:** Kim W. Spicer  
**Subject:** Stephen Evans v. Nan Ya Plastics, SCWCC # 1413115  
**Attachments:** DM 5495530-v1 Clincher Agreement.DOC

Danny,

Pursuant to the parties' settlement as agreed upon at the hearing last week, I have attached a draft of a Final Lump Sum Agreement and Release As To Indemnity, Temporary Total Compensation And Permanent Disability Compensation for your review. I expect to receive the settlement check fairly soon.

I have added the allocation of settlement language that you had previously sent in this draft agreement including the attorney fee provision. However, as previously noted, attorney Kevin Barth sent me a letter dated June 1, 2016 in which he claims a lien of \$33,761.30 "on any recovery [Mr. Evans] may receive". This lien is apparently based on the \$100,000 settlement offer that we made to Mr. Evans in 2016 that we believed was accepted by Mr. Evans to the extent that we had a check issued and sent to Mr. Barth which was subsequently returned.

In light of the above, can you go ahead and give Mr. Barth notice of the settlement and see if something can be worked out while we are waiting on issuance of the check? We have requested the check be made payable to "Stephen Evans and his attorney, Daniel Vega".

I previously forwarded to your office a copy of Mr. Barth's letter to me dated June 1, 2016 which he gives notice of his claimed lien and attached a copy of his contract for legal services.

Please review and give me your thoughts. Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**CONFIDENTIALITY NOTICE:** *This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.*

ROA 0483

# Barth, Ballenger & Lewis, LLP

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bblawsc.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

Michael Ballenger (Retired)

September 20, 2018

C. Daniel Vega, Esquire  
P.O. Box 12330  
Columbia, SC 29211

**VIA FAX (803-929-3604) AND U.S. MAIL**

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

Dear Mr. Vega:

I am writing in response to your letter dated September 11, 2018 and our conversation that followed. Based on that letter and our conversation, it appears that Mr. Evans and/or you do not believe that my lien should be protected in this settlement, but that our costs of \$400.00 would be. It is further my understanding that the basis for this position is that Mr. Evans never authorized me to settle the case for \$100,000.00.

Needless to say, I dispute that assertion and believe that I have sufficient documentation to back that up. I am sure that John Bruton likely has some documentation also that will support my position. In either event, I am notifying you by this letter that I am requesting at least the sum of \$33,333.33, plus costs in the sum of \$452.97 be held in your escrow account until this matter is resolved. I would also remind Mr. Evans that at the time he terminated my representation of him, he had liens on this settlement to Oasis Funding in the sum of \$14,000.00. When I was terminated, I notified Oasis that I was no longer representing him. As a result, I have no idea what his current balance would be.

I would ask you to reconsider your position for a number of reasons. First of all, Mr. Evans signed a Contract (copy attached) which provides that my firm would be entitled to a

ROA 0483

**ROA 0484**

lien on the settlement proceeds in the sum 33 1/3% "on any offers that have been made at the time of the termination". It also provides for the reimbursement of our costs. I am attaching an itemized list of our costs for your review. This Contract also provides as follows: "To secure payment by me to the firm for all expenses, costs and attorney's fees I am obligated to pay under this agreement, I hereby grant the firm a charging lien applicable to any and all recoveries in this matter whether by settlement, collection of a judgment or otherwise."

Mr. Evans terminated my representation on May 31, 2016 and picked up his file that day. I am attaching a copy of the file release for your review. The Consent Order relieving me, I believe, was signed that day as well. The Order was not filed until July 6, 2016.

In any event, the carrier made an offer to settle this matter on April 6, 2016 as is shown in the enclosed email from John Bruton to me. According to my records, I immediately spoke to Mr. Evans by phone at 1:26 PM. It was in that conversation that Mr. Evans authorized me to settle the case for \$100,000.00 on a clincher basis. I emailed John Bruton to confirm the settlement and that email is also attached to this letter. I am also attaching a number of emails between John and myself discussing the settlement and the fact that Mr. Evans was "blowing up our phones" wanting to know where his check was". Subsequently, the check and settlement documents were sent to me by John Bruton. On May 9, 2016 Mr. Evans came to the office to execute the settlement documents and changed his mind. As soon as that happened, I notified John by email of the client's change of heart. This email is also attached.

The reason I am providing you with all of this information is to substantiate two things. One, Mr. Evans authorized the settlement. And two, even if he contends otherwise, it is clear that the sum of \$100,000.00 was offered to him to settle this case during my representation of him. Under the Contract we both signed this offer would establish the amount of the lien I am claiming from this settlement.

On another note, I believe it is very important for you to consider that if the carrier had offered Mr. Evans directly the sum of \$100,000.00 and he rejected it and hired you, you would only be entitled to a fee on the additional \$50,000.00 under the workers compensation regulations and our ethical rules. So, I am not sure how you would be entitled to a fee on the first \$100,000.00 of this settlement whether it was offered to me on his behalf or him directly. So, as it relates to the lien, your

**ROA 0484**

**ROA 0485**

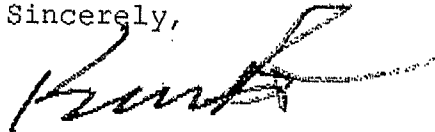
fee would be the same either way. If you have research that says otherwise, please provide it to me and I'll be glad to reconsider my position.

If the lien objection is so that Mr. Evans can keep the entire \$100,000.00, clearly that would not be appropriate either. I am not sure whether my lien will be cutting your fee or the net to Mr. Evans. In either event though, I still believe that the lien is valid and that it should be paid.

If you wish to discuss any of this letter, please call me. If not, please provide me with a copy of the Motion you file and we will likely need three (3) hours to try this issue before the workers compensation commissioner.

With best regards, I am

Sincerely,



Kevin M. Barth  
[kbarth@bblawsc.com](mailto:kbarth@bblawsc.com)

KMB/chg  
enclosures

**ROA 0485**

EX. 36-3

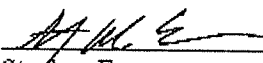
**ROA 0486**

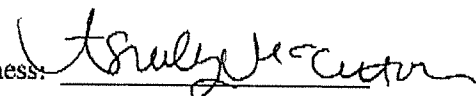
**FILE RELEASE**

Re: Stephen Evans v. Nan Ya Plastics Corp.  
SCWCC File #: 1413115  
BBL File #: 32117

I, Stephen Evans, acknowledge receipt of my entire file in this matter and understand that Kevin M. Barth will be taking no further action on my behalf. I further acknowledge that I have received three (3) loans from Oasis Financial and that neither Kevin M. Barth nor the firm of Barth, Ballenger & Lewis, LLP has any obligation whatsoever regarding the payment of these loans.

Signed this 31<sup>st</sup> day of May, 2016.

  
\_\_\_\_\_  
Stephen Evans

Witness:   
\_\_\_\_\_

**ROA 0486**

ROA 0487

09/20/2018

**BARTH, BALLENGER & LEWIS L.L.P.**  
**ATTORNEYS AT LAW**  
**POST OFFICE BOX 107**  
**205 N. IRBY STREET**  
**FLORENCE, SC 29503-0107**  
**843-662-6301**

Stephen Evans  
 \*WC\*Stephen M. Evans  
 121 Clyde McGee Rd. Lot 7  
 Timmonsville SC 29161

\* indicates work-in-process  
 Client #: 32117  
 File #: 32117  
 As of Date: 09/20/2018  
 Last Billed 05/01/2018  
 KEVIN M. BARTH

RE: Stephen M. Evans vs. Nan Ya Plastics  
 (Workers Compensation)

**PROFESSIONAL SERVICES RENDERED**

**REGULAR ACCOUNT ACTIVITY**

SERVICES RENDERED						
DATE	TKPR	CODE	DESCRIPTION OF SERVICES RENDERED	RATE	HOURS	AMOUNT
12/30/2014	KMB	CF	Contingency Fee	0.00	.00	
<b>TOTAL SERVICES RENDERED:</b>					0.00	\$0.00

**TIMEKEEPER SUMMARY:**

KMB	- KEVIN M. BARTH	.00 HRS @ \$	0.00/HR =	0.00
<b>Totals</b>		0.00		\$0.00

**COSTS ADVANCED**

DATE	TKPR	CODE	DESCRIPTION	RATE	UNITS	AMOUNT
03/04/2015	KMB	MR	RECORDQUEST - Medical Records: PDOA #46115	26.360	1.00	26.36
03/09/2015	KMB	FF	SC WORKERS' COMPENSATION COMMISSION - Filing Fee #46121	25.000	1.00	25.00
03/24/2015	KMB	MR	RECORDQUEST - Medical Records: Southeastern Spine Institute 622706-57 #46165	37.860	1.00	37.86
03/24/2015	KMB	MR	DR. JOSEPH HEALY - Medical Records #46169	25.000	1.00	25.00
04/29/2015	KMB	DEPO	A. WILLIAM ROBERTS & ASSOCIATES - Deposition Peter P. O'Kelly MD FASC 217947 #46280	205.750	1.00	205.75
06/08/2015	KMB	FF	SC WORKERS' COMPENSATION COMMISSION - Filing Fee #46429	0.000	1.00	25.00

ROA 0487

File #: 32117  
 Stephen Evans  
 \*WC\*Stephen M. Evans

Page#: 2  
**ROA 0488**

\* indicates work-in-process

07/21/2015	KMB	MR	First Citizens Bank - Medical	26.730	1.00	26.73
			Records: PDOA Recordex 657634-46			
			#46611			
10/15/2015	KMB	MR	First Citizens Bank ~ Medical	21.820	1.00	21.82
			Records: PDOA #46923			
11/16/2015	KMB	MR	First Citizens Bank - Medical	34.450	1.00	34.45
			Records: Columbia Neurosurgical			
			Associates #47059			
06/20/2016	KMB	COPY	SC WORKERS' COMPENSATION COMMISSION ~	25.000	1.00	25.00
			#47895			

**TOTAL COSTS ADVANCED:**           \$452.97

**RETAINER PER AGREEMENT:** 0.00

**PAYMENTS ON RETAINER:** 0.00

**RETAINER BALANCE DUE:** 0.00

**PREVIOUS BALANCE:** 0.00

**CURRENT CHARGES:** 452.97

**LESS PAYMENTS:** 0.00

**TOTAL AMOUNT DUE:**           \$452.97

IF YOUR CHECK IS DISHONORED OR RETURNED FOR ANY REASON,  
 WE WILL ELECTRONICALLY DEBIT YOUR ACCOUNT FOR THE  
 AMOUNT OF THE CHECK PLUS A PROCESSING FEE OF \$30.00.

ROA 0489

CONTRACT FOR LEGAL SERVICES

I hereby retain and employ Kevin M. Barth, **ESQUIRE** (hereinafter "Attorney") as my attorney to represent me in the following matter:

WORKERS COMP ACCIDENT vs. NAV-YA

For his services, I agree to pay my Attorney as follows:

A. 33 1/3 percent of whatever may be recovered from the claim if settlement is made without filing suit<sup>1</sup>.

B. 33 1/3 percent of whatever may be recovered from the claim after suit is filed. (See footnote 1)

I agree to pay all necessary costs of processing the claim; including, without limitation, filing fees, discovery costs, service of process, court costs and travel, witness fees, medical records, medical reports; investigative costs, telephone and postage. From time to time, I understand that Attorney may advance costs on my behalf. Any such costs not previously paid by me are to be deducted from my share of any recovery as outlined below; however, I understand that costs and expenses must be paid in full whether or not there is any recovery. I will pay these costs as taxed by the court and/or as billed by Attorney.

I further authorize my Attorney, in appropriate cases, to pay from my share of the proceeds of recovery any unpaid amounts due health providers for services rendered in connection with this claim. I further acknowledge that my attorney MUST protect known liens or assignments signed by me, and that if there is a dispute between me and a health care provider, the attorney must hold the money in escrow until that dispute is resolved.

I further understand that I may terminate the services of my Attorney at any time, but that such termination will not relieve me of my obligation to pay him any outstanding balance owed based upon his hourly services computed to the date of such termination. If I terminate the services of my Attorney at any time prior to settlement, then I agree to pay said Attorney \$175.00 per hour for all attorney services rendered in this matter, and \$75.00 per hour for all paralegal services rendered in this matter or the contracted contingency fee percentage on any offers that have been made at the time of termination, **whichever is greater**. Attorney will also be entitled to reimbursement for costs. To secure payment by me to the firm for all expenses, costs and attorney fees I am obligated to pay under this agreement, I hereby grant the firm a charging lien applicable to any and all recoveries in this matter whether by settlement, collection of a judgment or otherwise.

I further understand that unless specified above, my Attorney shall not be required to pursue any appeal in this representation without specific

<sup>1</sup> The contingency fee is to be determined based on the gross recovery. Litigation costs and expenses are to be deducted after the contingency fee is calculated and are to be deducted from the client's portion of the proceeds.

ROA 0489

**ROA 0490**

further agreement as to the fee, nor shall he be required to provide further services at the conclusion of the case without further agreement as to fees, whether such services relate to the enforcement or modification of the order of judgment obtained in my case. I understand that unless otherwise specified, this agreement only applies through the trial stage, and does not include any form of appellate proceedings, and that my Attorney has the right to terminate this contract at any time, and that if he elects to terminate, he shall still be entitled to payment for his services and costs as set forth in the above paragraph concerning termination by the client.

I acknowledge that NO GUARANTEE of any results, recovery, or outcome has been made to me by my Attorney. Attorney does agree to use his best professional judgment in handling my case and advising me in regard to what actions I am to take.

I further acknowledge and agree, by the signing of this letter, to keep this office advised of my whereabouts at all times, shall appear on reasonable notice at any and all depositions and Court appearances, and shall comply with all reasonable requests of this office in connection with the preparation and presentation of the aforesaid action. I understand my cooperation is a basis of this agreement/contract, and a failure to cooperate, disappearance for 6 months or more without contacting my attorney or leaving a forwarding address, is a material breach, and just and adequate cause for my attorney to withdraw as counsel without further notice to me.

I understand that you reserve the right to destroy all files after 10 years. In the event there are any original documents in my file which I wish to have returned to me upon conclusion of this case, I understand it is my responsibility to request same. Further, if I wish to receive my original file instead of you destroying it, I need to advise you in writing. This notice would be attached to the front of my file and the file would then be provided to me instead of it being destroyed.

I have read and fully understand this contract and I hereby acknowledge receipt of a copy.

NAME: M.W. [Signature]

DATED: 12-29-14

ACCEPTED BY: [Signature]  
Kevin M. Barth

Signed this 29<sup>th</sup> day of December 2018

**Kevin Barth**

**ROA 0491**

---

**From:** Kevin Barth  
**Sent:** Monday, May 9, 2016 10:10 AM  
**To:** 'Bruton, John'  
**Subject:** RE: Stephen Evans

Stephen came to the office to sign the documents. I was out at the time. He blew a gasket and called me this AM. Shock of shocks. He will not sign it and wants me to file a 50 for his surgery. I'm terribly sorry. I was afraid this would happen, and it did. Just wanted to let you know. I'm going to hold the settlement documents a day or two and maybe he'll change his mind.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: kbarth@hbbh.net

---

**From:** Bruton, John [mailto:jbruton@hsblawfirm.com]  
**Sent:** Tuesday, May 03, 2016 10:58 AM  
**To:** Kevin Barth  
**Subject:** FW: Stephen Evans

Kevin,

The check has arrived. I will put it in the mail to you today along with the clincher agreement and Form 19s unless you want to send someone to Columbia to pick it up.

Please let me know. Thanks.

John

---

**From:** Bruton, John  
**Sent:** Wednesday, April 27, 2016 9:50 AM  
**To:** 'Kevin Barth'  
**Subject:** RE: Stephen Evans

Kevin,

See below email I just received from the adjuster.

As you can see, the check should be here possibly Friday, no later than Monday. Evans is still receiving his TTD so hopefully that will keep him calmed down until we can get the check to you.

Thanks. John

Hi John,

**ROA 0491**

The check was finally released and the check went out yesterday. You might have the check by Friday, but definitely by Monday. I'm sorry for the delay, it's a lot of money, so we had to obtain funding prior to release. Mr. Evans continues to receive his weekly checks, I've been making sure they have continued to go out timely.

Please let me know if you have additional questions.

Thanks

**Brenda Gay** | Senior Resolution Manager | Gallagher Bassett

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Wednesday, April 27, 2016 9:26 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans

Thank you thank you

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:bruton@hsblawfirm.com>]  
**Sent:** Wednesday, April 27, 2016 9:24 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans

I'll call the adjuster asap and let you know. Thanks.

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Wednesday, April 27, 2016 9:19 AM  
**To:** Bruton, John  
**Subject:** Stephen Evans

Help!! He is blowing up our phones on this one. Any idea when the check and paperwork will be here? Thanks

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy

or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

---

**CONFIDENTIALITY NOTICE:** *This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.* mmcorp

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Kevin Barth**

**ROA 0494**

---

**From:** Bruton, John <jbruton@hsblawfirm.com>  
**Sent:** Thursday, April 7, 2016 9:33 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Thanks. I have ordered the check this morning and asked Gallagher Bassett to get it to me asap as we all realize Mr. Evans is extremely volatile, etc. I hope he will hang on because it's going to take a week or more to get the money due to the size of the settlement amount.

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Thursday, April 07, 2016 9:16 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

Here it is. When the check and paperwork are ready, I can have someone drive up there and get it. Evans is a loose cannon and I'll do whatever I can to facilitate this settlement. Thanks again.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [mailto:jbruton@hsblawfirm.com]  
**Sent:** Wednesday, April 06, 2016 5:46 PM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

We can pay \$100K to end this on a clincher. Please email me your firm's tax ID number asap so I can get moving on the check.

Due to the size of the of the check it's probably going to take 10 days or so to get it funded and sent to my office. Hopefully Mr. Evans can hold it together while we're waiting for the check to arrive.

Meanwhile, please call me if you have any questions. Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Wednesday, April 06, 2016 2:25 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

**ROA 0494**

If you can pay 100k, it's a done deal. Hopefully quickly before he changes his mind. Thanks for working with me on this one. ROA 0495

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Wednesday, April 06, 2016 9:09 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

I don't yet have the authority but I will get \$100K if you can get him to accept it. In other words, if he will agree to \$100K, we will pay it.

Let me know your thoughts. It's doubtful he will see this kind of money again if we have to go forward.

Thanks. John

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Tuesday, April 05, 2016 12:12 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

That won't do it. Between you and me, it ought to settle for 100k but I'm not sure I could get him there.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Tuesday, April 05, 2016 12:07 PM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

I hear what you're saying. How about \$75,000 to wrap it up?

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Tuesday, April 05, 2016 11:53 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

ROA 0495



Part of the



ROA 0496

Licensed to practice  
in South Carolina,  
North Carolina,  
Georgia and the  
District of Columbia

CHAPPELL SMITH & ARDEN, P.A.

PO Box 12330  
Columbia, SC 29211  
803.929.3600  
Fax 803.929.3604  
800.531.9780

www.CSA-LAW.com

October 1, 2018

Ms. Debbie Backman, Claims Department  
South Carolina Workers' Compensation Commission  
Post Office Box 1715  
Columbia, South Carolina 29202-1715

RE: Stephen Evans v. Nan Ya Plastics  
SCWCC File No: 1413115

Dear Debbie:

Enclosed are the original and one copy of the Form 61 and Settlement Ledger regarding the above-referenced matter. Please return the approved documents to us by placing copies in our box.

This matter has been resolved by settlement. Please do not hesitate to contact me if you have any questions.

Thank you for your continuing assistance in this and other matters.

Very truly yours,

C. Daniel Vega

dvega@csa-law.com  
Direct Dial: 803-509-5830

CDV/ks  
Enclosures

ROA 0496

EX. 37-1

BEFORE THE SOUTH CAROLINA  
WORKERS' COMPENSATION  
COMMISSION

Stephen Evans,

Claimant,

vs.

Nan Ya Plastics,

Employer,

New Hampshire Insurance Co.,

Carrier/Defendants.

WCC FILE NO: 1413115

ORDER APPROVING  
ATTORNEY'S FEE

After review of the record in the above captioned matter and the controlling legal standards for the award of attorney fees and costs in workers' compensation proceedings under S.C. Reg. 1204-1207 and Rule 1.5(a) of the Code of Professional Conduct, I find the attorney's fee of **\$40,000.00** and costs of **\$7,291.65** in this matter to be reasonable and hereby approve fees and costs as set forth herein.

AND IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner  
SCWCC

South Carolina Workers' Compensation Commission  
1612 Marion Street  
Post Office Box 1715  
Columbia, South Carolina 29202-1715  
803-737-5723



WCC File #: 1413115  
Carrier File #: ROA 0498  
Carrier Code #:  
Employer FEIN #:

Claimant's Name: Stephen Evans  
Address: P.O. Box 597  
City: Scranton State: SC Zip:  
Home Phone: (843) 373-0526 Work Phone: ( ) -  
Preparer's Name: C. Daniel Vega Law Firm: Chappell, Smith & Arden Preparer's Phone #: 803-929-3600

Employer's Name: Nan Ya Plastics  
Address: 140 E. Beulah Road  
City: Lake City State: SC Zip:  
Insurance Carrier: New Hampshire Insurance Co.

Date Attorney Was Hired: 6/6/2016 Date of Injury: 9/4/2014  
Compensation Rate: \$ 563.59 Does this conclude the case?  Yes  No

PLEASE CHECK AND COMPLETE ONLY ONE: (A, B, C or D)

A. R.67-1205C does not apply to the facts of this case. A 26.6 % fee of the award or settlement (excluding medical costs) and the costs of this action, as shown by the attached Settlement of Costs, are requested for approval.

B. The subsection of R. 67-1205C applicable to this claim is (C) (\_\_\_\_\_). A fee of \$ \_\_\_\_\_ is requested for approval based on the following:

Date of first impairment rating or offer of settlement: \_\_\_\_\_  
Impairment Rating given and/or Settlement amount offered prior to date attorney hired: \_\_\_\_\_  
Impairment Rating given and/or Settlement amount offered after date attorney hired: \_\_\_\_\_  
Authorized Health Care Provider's Name: \_\_\_\_\_

C. Admitted Death Claim - \$2,500.

D. Admitted Lifetime Compensation Claim - \$2,500.

I certify that this form and the attached Statement of Costs are accurate.

Attorneys for Claimant

Date

Johnny Etheridge, Esq.

Summary	
Total Amount of Compensation	\$ 150,000.00
Attorney's Fee	\$ 40,000.00
Costs	\$ 7,291.65
Total Fees and Costs	\$ 47,291.65
Client Will Receive	\$ 102,708.35

I agree to pay my attorney the fee and costs stated. I understand the fee and costs are paid out of my compensation and I understand how much money I will receive after I pay my attorney.

Client

Stephen Evans

Date

09.28.18

A Statement of Costs must be attached before costs may be approved. File this form in duplicate with the Claims Department. Enclose a self-addressed, stamped envelope. For further information, refer to R.67-1203, R.67-1204, R.67-1205, R.67-1206 and Rule 1.5(a), RPC Rule 407, SCACR.

WCC Form # 61  
Revised 7/08

ROA 0498  
61

ATTORNEY FEE PETITION

EX. 37-3

# Chappell, Smith & Arden

ROA 0499

Stephen Evans  
Case Number: 209151

## Settlement Memorandum

### RECOVERY:

SET Gallagher Bassett

\$ 150,000.00

\$ 150,000.00

### DEDUCT AND RETAIN TO PAY:

Chappell, Smith & Arden, P.A.

	\$ 30.60
	\$ 30.60
	\$ 30.60
Brabham, Dr. Robert;	\$ 750.00
Burns White;	\$ 950.00
Ciox Health;	\$ 50.00
Ciox Health; McLeod Regional	\$ 50.00
Copies of Integrity;	\$ 297.76
Copies of Integrity;	\$ 63.18
Data Resources Unlimited, Inc.;	\$ 141.43
Ellis, Mr. Earl;	\$ 1,220.50
HealthPort;	\$ 18.36
Lake City Orthopaedic Clinic;	\$ 20.20
Medical Records Online, Inc.;	\$ 159.14
Medical Records Online, Inc.;	\$ 18.48
Medical Records Online, Inc.;	\$ 110.64
MedQuest Attorney DB SC;	\$ 62.35
MRO;	\$ 60.50
MRO;	\$ 110.64
Palmetto Physical Therapy and Wellness Ctr.;	\$ 30.60
RecordQuest;	\$ 44.23
RecordQuest;	\$ 19.59
RecordQuest;	\$ 47.15
SC Department of Employment and Workforce;	\$ 25.00
ScanSTAT;	\$ 54.00
ScanSTAT;	\$ 54.00
SCWCC;	\$ 25.00
SCWCC;	\$ 20.00
SCWCC;	\$ 25.00
SCWCC;	\$ 11.50
Sharpline Allocations;	\$ 1,830.00
Southeastern Spine Institute;	\$ 900.00
	\$ 30.60

Total Due Chappell, Smith & Arden, P.A.

\$ 7,291.65

### DEDUCT AND RETAIN TO PAY TO OTHERS:

Chappell, Smith & Arden

\$ 20,000.00

Etheridge, Esq., Mr. Johnny

\$ 20,000.00

Total Due Others:

\$ 40,000.00

**Total Deductions:**

**ROA 0499**

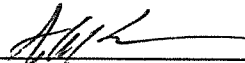
\$ 47,291.65

**Total Amount Due to Client**  
Less Previously Paid to Client  
**Net Amount Due Client:**

**\$ 102,708.35**  
\$ 0.00 **ROA 0500**  
**\$ 102,708.35**

I hereby approve the above settlement and distribution of proceeds.

09-28-18  
Date

  
\_\_\_\_\_  
Stephen Evans

**ROA 0500**

STATE OF SOUTH CAROLINA  
BEFORE THE WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 1413115

Stephen Evans  
Employee/Claimant,  
vs.  
Nan Ya Plastics,  
Employer,  
New Hampshire Insurance Co., Ltd.,  
Carrier,  
Defendants.

**FINAL LUMP SUM  
AGREEMENT AND RELEASE AS TO  
INDEMNITY, TEMPORARY TOTAL  
COMPENSATION AND PERMANENT  
DISABILITY COMPENSATION**

RECEIVED  
2018 OCT 22 AM 11:59  
SETTLEMENT  
DIVISION OF CLAIMS  
SC/WCC

The Claimant, Stephen Evans, while in the employ of Nan Ya Plastics ("Employer"), sustained injuries to his neck and lower back, in an accident arising out of and in the course of his employment on or about September 4, 2014, in the County of Florence, State of South Carolina. At the time of the accident aforementioned, the Claimant and the Employer were subject to the Workers' Compensation Law of South Carolina (hereinafter called "Act") and the Carrier was the Employer's insurer under said Act (Employer and Carrier hereinafter called "Defendants").

Following said accident, the Defendants paid temporary total compensation for Two Hundred Ten (210) weeks in the amount of One Hundred Eighteen Thousand Three Hundred Fifty-Three and 90/100 (\$118,353.91) Dollars. In addition to the temporary total disability benefits, the Defendants paid for or on behalf of the Claimant, medical costs or expenses in the amount of One Hundred Thirty-Five Thousand Six Hundred Ninety-One and 28/100 (\$135,691.28) Dollars.

Disputes exist between the parties as to Claimant's entitlement to further medical care, further payments of temporary disability compensation, and the extent of any causally related permanent disability. The parties hereto now advise that, in view of the aforementioned disputes, an agreement has been reached to settle this matter in its entirety, except as stated herein below, subject to the approval of the South Carolina Workers' Compensation Commission.

Under the proposed settlement, the Defendants have agreed to pay, and the Claimant has agreed to accept, the additional sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars in full settlement and satisfaction of all claims for indemnity, temporary total compensation and permanent disability compensation growing out of or in any way connected with said injury by accident occurring on or about September 4, 2014.

It is hereby agreed that the settlement amount of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars is hereby allocated as follows:

Claimant requests the Commission approve the allocation of the proposed settlement as follows:

- (1) \$40,000.00 as attorney fee and \$7,291.65 as costs; a total of \$47,291.65; and
- (2) \$102,708.35 in compromise settlement of disputed past and future compensation benefits at the rate of \$67.69 per week for a period of 1,517.36 weeks, claimant's life expectancy pursuant to S.C. Code of Law §§ 19-1-150 and 42-9-10, commencing September 15, 2018 as interpreted by the South Carolina Supreme Court in James v. Anne's, Inc., 390 S.C. 188, 701 S.E.2d 730 (2010), and Orr v. Utica-Mohawk Mills, 227 SC 226, 87 SE2d 589 (1955).

As an integral part of this settlement agreement, it is expressly understood and agreed that the Defendants will continue to pay authorized and causally related medical expenses until the Defendants fund a Self-Administered Medicare Set Aside trust account, either by lump sum

or annuity, approved by the Centers for Medicare Savings (CMS). It is further expressly understood and agreed that if the MSA estimate or amount approved by CMS is greater than Seventy Thousand and no/100 (\$70,000) Dollars, the Defendants will have the option to (1) continue to pay Claimant's authorized and causally related medical expenses as said expenses are incurred or (2) fund a MSA at the greater amount. It is, further, understood and agreed that the Claimant is responsible for any and all other medical expenses of whatsoever nature, and the Defendants shall have no liability therefor.

It is not the intention of the Defendants or Claimant in this case to shift the responsibility for paying future medical expenses related to the Claimant's injuries to the Federal Government. The parties have considered and protected Medicare's interests in this case and will seek approval of the proposed Medicare Set-Aside from CMS.

The Claimant hereby agrees to fully cooperate with the Defendants and its agents regarding any and all requests for information or documentation needed to comply with the Medicare Secondary Payer Act, including, but not limited to, the Claimant's Social Security number and/or Medicare number. The Claimant specifically agrees to provide such documentation and/or information timely and to execute any and all documents necessary for Medicare Secondary Payer Act compliance.

The Claimant hereby asserts that he has been fully advised of all of his rights under the South Carolina Workers' Compensation Act, and is of the opinion that the proposed settlement is reasonable and fair, and in this opinion the Claimant's attorney, C. Daniel Vega, concurs. The Claimant hereby asserts that he recognizes that his consent to, and the approval of, this settlement is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act, growing out of, or in any way connected with, the aforesaid injury by accident occurring on or about September 10, 2014 other than Defendants' agreement to

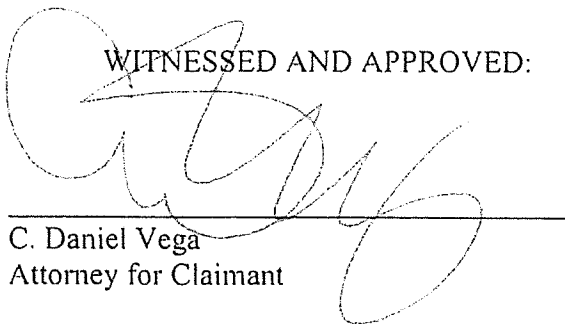
continue to pay all authorized medical expenses casually related to Claimant's neck and lower back injury until a Medicare Set-Aside trust account is approved by CMS and funded by the Defendants unless the Defendants chose the option to continue to pay Claimant's authorized and causally related medical expenses for the life of the Claimant.

NOW, THEREFORE, in consideration of the payment to the Claimant of the sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, in addition to the temporary total disability benefits herein mentioned and the authorized medical benefits which have been heretofore provided, and in further consideration of the mutual covenants, stipulations, and releases herein contained, the Claimant hereby releases and discharges the Employer and Carrier, and binds Claimant's heirs, executors, administrators, dependents, next of kin, privies, and assigns under the Act and agrees to release the Employer, the Carrier, and their respective agents, servants, insurers, physicians, privies, and their successors, from any and all debts, claims, demands, causes of action, rights of action, and liabilities under the South Carolina Workers' Compensation Act, with respect to any injury sustained by the Claimant while in the Employer's employ on or about September 4, 2014. A specific exception to above release language is that Defendants will continue to pay authorized and causally related medical expenses related to Claimant's neck and lower back injury until a Medicare Set-Aside trust is approved by CMS and funded by the Defendants, at which time the Claimant shall execute whatever additional documents are requested by Defendants to release any further medical payment obligations of the Defendants.

[Signatures on following page]

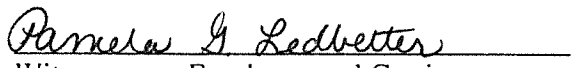
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed  
as of October 12 ~~September~~ \_\_\_\_\_, 2018.

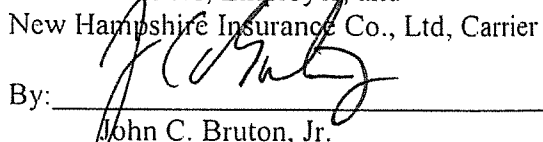
WITNESSED AND APPROVED:

  
\_\_\_\_\_  
C. Daniel Vega  
Attorney for Claimant

  
\_\_\_\_\_  
Stephen Evans  
Claimant

Nan Ya Plastics, Employer, and  
New Hampshire Insurance Co., Ltd, Carrier

  
\_\_\_\_\_  
Pamela G. Ledbetter  
Witness as to Employer and Carrier

By:   
\_\_\_\_\_  
John C. Bruton, Jr.  
Attorney for Employer and Carrier

South Carolina Workers' Compensation Commission  
 1333 Main Street, Suite 500  
 P.O. BOX 1715  
 Columbia, SC 29202-1715  
 (803) 737-5723



WCC File #: 1413115  
 Carrier File #: **ROA-0506** 002848-001824-WC-01  
 Carrier Code #: 00143  
 Employer FEIN #: 223009119

Claimant's Name: STEPHEN EVANS Employer's Name: NAN-YA PLASTICS CORP AMERICA  
 Address: P.O. BOX 597 Address: 140 EAST BEULAH ROAD  
 City: SCRANTON State: SC Zip: 29591 City: LAKE CITY, State: SC Zip: 29560  
 Home Phone: ( 843 ) 858 - 1496 Work Phone: ( ) - Insurance Carrier: NEW HAMPSHIRE INSURANCE CO, LTD  
 Preparer's Name: BRENDA GAY Law Firm: \_\_\_\_\_ Preparer's Phone #: ( 704 ) 405 - 6687

Compensation Paid:	Number of Weeks	From (m/d/yyyy)	To (m/d/yyyy)	Amount
1. Number of Weeks T.T.	210	9/5/2014	9/13/2018	\$ 118,353.90
2. Number of Weeks T.P.	_____	_____	_____	\$ _____
3. Number of Weeks P.P.	_____	_____	_____	\$ _____
4. Disfigurement	_____	_____	_____	\$ _____
5. Agreement and Final Release	_____	_____	_____	\$ 150,000.00
<b>Total Compensation Paid</b>				\$ 268,353.90
6. Total Medical Benefits* Paid	_____	_____	_____	\$ 135,691.28
7. Funeral Benefits	_____	_____	_____	\$ _____

Case Denied

Date of Injury: 9/4/2014  
 (m/d/yyyy)

By signing this receipt, I acknowledge that I have received the compensation shown above.

By: [Signature]  
 Claimant

By: [Signature]  
 Employer's Representative

09/28/2018  
 Date  
 (m/d/yyyy)

Print or type the name of the person, other than the claimant, receiving benefits and sign below.

By: \_\_\_\_\_  
 Division of Claims  
 SC Workers' Comp. Comm.

RECEIVED  
 09/22/2018

Report of Additional Fees and Recoupment

A. Carrier Reimbursement by Third Party	_____	\$ _____
B. Attorney's Fee Paid by Employer	_____	\$ _____
C. Attorney's Fee Paid by Claimant (Non-contingent fees only)	_____	\$ _____


File this form with the Claims Department according to R.67-414 and R.67-1204. A person, other than the claimant, receiving benefits should sign on the line provided. \* Do not include as medical costs fees paid for expert testimony, fees for determining carrier's liability, costs of autopsy, birth and death certificates and impartial examination. Form 19 must be filed within 16 days of final payment of compensation. Form 19 must be filed when a claim is denied.

Questionnaire Stephen Evans

WCC File No. 1413115

1. Do you feel attorney Kevin Barth provided competent representation, legal knowledge, skill, thoroughness and preparation necessary to represent you after you retained his services. *No*
  2. Do you feel attorney Kevin Barth consulted with you concerning the objectives of representation? *No*
  3. Do you feel attorney Kevin Barth was diligent and prompt in his representation? *NO*
  4. Do you feel attorney Kevin Barth communicated with you reasonably and promptly in order to keep you informed of the status of the claim? *NO*
  5. Do you feel attorney Kevin Barth abide with your request to seek authorization for surgery as requested by Dr. Gunter? *NO Never discussed this issue.*
  6. Did you terminate attorney Kevin Barth by providing him written notice of termination on March 31, 2016? *Yes because I felt he was incompetent.*
  7. Did attorney Kevin Barth withdraw from representation within a reasonable time when you discharged him? *No.*
  8. Did attorney Kevin Barth seek authorization on your behalf to negotiate settlement of the claim? *Never discussed - NO.*
  9. Do you feel attorney Kevin Barth consult with you regarding settlement of the claim? *Never consulted or signed any document supporting settlement.*
  10. Do you feel attorney Kevin Barth provide you an explanation of the commuted value of the claim (\$217,100.39) and future medical care and treatment? *Never discussed this monetary value.*
  11. Did you authorize attorney to settle your claim for \$100,000.00? *NO.*
  12. Do you feel attorney Kevin Barth request for a fee of \$33,786.30 is reasonable? *He deserves no fee, he should not have retained a settlement.*
  13. Did attorney Kevin Barth inform you that he intended to assert a lien against your claim in the amount of \$33,786.30? *Never heard of such.*
  14. Do you feel attorney Kevin Barth settling the claim without your authorization was harmful to you and your claim for benefits? *He not only was harmful to my claim but also to my health and well being, knowing I needed surgeries and never offered them to me. Was not*
- \* aware surgeries had been requested until after the fact. EX. 40-1

15. Did the carrier suspend your benefits as a result of the actions taken by attorney Kevin Barth when he settled your claim without your authorization? *Yes. 12 weeks with no compensation.*
16. Did the carrier postpone approval of your surgery as a result of the actions taken by attorney Kevin Barth when he settled your claim without your authorization? *Yes.*






Stephen Evans

Today, September 28, 2018, before me personally appeared Stephen Evans who executed the forgoing instrument, and acknowledges providing the above written answers, of his own free will, to the questions contained herein.



Kim Spicer, Notary Public for  
South Carolina

My Commission Expires 9-27-2027

History						
<input type="text" value="843662"/>						
From/To	Name	Phone Number	Start Time	Duration	Call Note	
 From	BARTH BALLENGER	(843) 662-7469	9/19/2018 9:05 AM	04:05		
 Missed	BARTH BALLENGER	(843) 662-7660	9/17/2018 4:25 PM	00:18		
 Transferred	GARDNER LAW FIR	(843) 662-9899	7/23/2018 2:31 PM	02:40		

Q1  
Q2

1-11-11-

\* In Your Opinion Will Mr. Evans ~~have~~ live long term, possibly Lifetime complications due to his Bladder and Prostate issues to include the Urethra. Yes/No/SE. ROA 0510

It is understood that a Technician tore Mr. Evans Urethra in the E.R. sending him to an emergency procedure the following morning in which you performed. 9-4-14

Although the ~~tear~~ work Related Accident did not cause the Urethral tear. In your opinion do you think Mr. Evans ~~tear~~ would have had any other reason to have had a catheter placed in him at his E.R. visit.

\* In your opinion do you have any reason to believe <sup>as evidence,</sup> Mr. Evans ever had any damage to his Prostate Bladder or Urethra prior to his 9-4-14 accident. No/SE. In your opinion, if this Urethral tear was existent on 9-4-14. Is it possible it would have waited this long to show itself.

In your opinion Do you think the work related Accident on 9-4-14 is the reason for his E.R. visit and Catheterization ~~SE~~

In your opinion Do you think his prostate Exam goes back to his work related Accident on 9-4-14.

In your opinion will Mr. Evans always have to have Medications, ~~Special~~ Diets and or Supplements related to his Prostate, Bladder and Urethral issues.

\* In your opinion do you think the work related Accident caused damage solely to Urethral tears. EX. 42-1

② caused me to be ~~be~~ dependent on. You all have bent  
of me and you can't break me. Due to this I have  
② learned to live without and my faith is strong and  
it will bounce back.

②  
of  
②

With Much Sincerity,  
Styler M. Evans

ROA 0511

Dr. O'Kelly only answered the questions in \*  
on 1-11-17 during my office visit.

Copied by Liz R. in office 1/11/17.

~~\_\_\_\_\_~~

Dr. O'Kelly,

This  
↓

the 4 \* Questions, and Attorney  
Daniel Vega additional Question  
need verification.

During Mr. Evans last follow up appt.  
you were presented 4 Questions you answered  
yes to. And there is one additional Question  
I have included. Please answer to the best  
of your opinion and return. We need this  
documentation in order to Thank You.  
further assist Mr. Evans  
in this matter relating to his work related  
incident on 9-4-14.

ROA 0511

EX. 42-2

②  
of  
②

42-9/2  
of  
①

\* In Your Opinion does Mr. Evans tend to follow proper procedure(s) you ~~prescribe~~ prescribe and do you feel he is trying diligently to reach Maximum Medical Improvement. D.E. / Yes.

ROA 0512

This Document was submitted on 1-11-17 in the Dr. O'Kelly room follow up visit at 10:48 a.m.

There are personally asked Questions presented to Dr. Peter O'Kelly by Stephen M. Evans himself. These answers will be documented and presented to my Atty. Mr. Daniel C. Vege. I feel that these are necessary to establish my Bladder, urethra and prostate issues due to my Work Related Accident on 9-4-14 at Nan Ya Plastics Corporation that happened of no fault of my own. I was smacked by an Automatic Overhead Door. I walked toward Door, it read me and raised up and failed when I got under it. I will stand firm on this and never ever will anyone or entity be able to prove otherwise.

Sincerely,  
Stephen M. Evans

\* I need my necessary Surgeries, I need Workers Compensation Adjustor and Affiliates to do the proper job for me. Quit not sending my checks, Quit stopping my Therapies and Quit throwing stupid Drug Screens at me. I am not Dependent on

ROA 0512

South Carolina Workers' Compensation Commission  
1333 Main Street, Suite 500  
P.O. BOX 1715  
Columbia, SC 29202-1715  
803-737-5675



WCC File #: 1413115  
Carrier File # ROA 0513  
Carrier Code #: \_\_\_\_\_  
Employer FEIN #: \_\_\_\_\_

Claimant's Name: Stephen Evans SSN: 247-43-2885 Employer's Name: Nan Ya Plastics  
Address: P.O. Box 597 Address: 140 E. Beulah Road  
City: Scranton State: SC Zip: 29591 City: Lake City State: SC Zip: \_\_\_\_\_  
Home Phone: (843) 373-0526 Work Phone: \_\_\_\_\_ Insurance Carrier: New Hampshire Insurance Co.  
Preparer's Name: C. Daniel Vega Law Firm: Chappell, Smith & Arden Preparer's Phone #: 803-509-5830

### SUBPOENA

To: John Bruton, Haynesworth, Sinkler & Boyd, 1201 Main Street, Suite 2200, Columbia, SC 29201

**YOU ARE COMMANDED** to appear before the above-named Commission at the place, date and time specified below to testify in the above case.

**PLACE OF TESTIMONY:**

**ROOM:**

**DATE AND TIME:**

**YOU ARE COMMANDED** to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

**PLACE OF DEPOSITION:**

**DATE AND TIME:**

**YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below.

**LIST OF DOCUMENTS:** Any and all communications between you and Kevin Barth, related to Stephen Evans vs. Nan Ya Plastics, whether written, electronic or recorded.

**PLACE:** P.O. Box 12330  
Columbia, SC 29211

**DATE AND TIME:** within 10 days

**YOU ARE COMMANDED** to permit inspection of the following premises at the date and time specified below.

**PREMISES:**

**DATE AND TIME:**

*THIS SUBPOENA SHALL REMAIN IN EFFECT UNTIL YOU ARE GRANTED PERMISSION TO DEPART BY THE COMMISSIONER OR AN OFFICER ACTING ON BEHALF OF THE COMMISSIONER. QUESTIONS CONCERNING THIS SUBPOENA SHOULD BE ADDRESSED TO THE FOLLOWING ISSUING OFFICER.*

ISSUING OFFICER'S SIGNATURE AND TITLE

PHONE NUMBER

DATE

Serve this form according to R.67-212B. Refer to R.67-212 and R.67-214 for additional information. Procedural questions may be addressed to the Judicial Department at 803-737-5765.

BEFORE THE SOUTH CAROLINA  
WORKERS' COMPENSATION  
COMMISSION

Stephen Evans,

Claimant,

vs.

Nan Ya Plastics,

Employer,

New Hampshire Insurance Co.,

Carrier/Defendants.

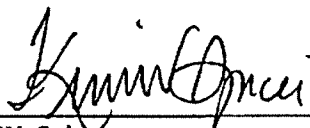
WCC FILE NO: 1413115

**CERTIFICATE OF SERVICE**

Kim W. Spicer, being first duly sworn, says that she is the paralegal for the Claimant's/Employee's attorney of Chappell, Smith & Arden located at 2801 Devine Street, Columbia, Suite 300, South Carolina; 29205 and, that on November 26 2018, she forwarded a copy of the attached **Subpoena duces tecum** to:

*Via First Class US Mail:*

John C. Bruton, Esq.  
Haynsworth Sinkler & Boyd  
P.O. Box 11889  
Columbia, SC 29211-1889



Kim W. Spicer  
Chappell, Smith & Arden  
PO Box 12330, Columbia, SC, 29211  
803-929-3600

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Tuesday, January 6, 2015 10:23 AM  
**To:** Ledbetter, Pamela  
**Subject:** FW: Stephen Evans v. Nan Ya Plastics Your file #01973.0721

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	Ledbetter, Pamela	Delivered: 1/6/2015 10:23 AM

---

**From:** Christy Graves [mailto:christy@hbbh.net]  
**Sent:** Monday, January 05, 2015 3:47 PM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya Plastics Your file #01973.0721

Kevin has been retained to represent Mr. Evans with regard to the above-referenced Workers' Compensation claim. Mr. Evans indicates that he has not yet received his lump sum TTD check for the back payments. I spoke with Gail Bullock and she said that she believes you have this check and asked that I contact you. If you have the TTD check, please forward it to us and we will have Mr. Evans retrieve it from our office. Thanks.

**Christy Graves**  
Assistant to Kevin M. Barth  
and Brendan P. Barth  
Barth, Ballenger & Lewis  
P.O. Box 107  
Florence, SC 29503  
(843)662-6301  
(843)664-8384 fax

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Christy Graves <christy@hbbh.net>  
**Sent:** Monday, January 5, 2015 4:11 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya Plastics Your file #01973.0721

Thanks for your help.

I hope you had a relaxing holiday and New Year!

**Christy Graves**

Assistant to Kevin M. Barth  
and Brendan P. Barth  
Barth, Ballenger & Lewis  
P.O. Box 107  
Florence, SC 29503  
(843)662-6301  
(843)664-8384 fax

---

**From:** Bruton, John [mailto:jbruton@hsblawfirm.com]  
**Sent:** Monday, January 05, 2015 4:08 PM  
**To:** Christy Graves  
**Subject:** RE: Stephen Evans v. Nan Ya Plastics Your file #01973.0721

Hi Christy,

I sent the check to Gerald Malloy's office last week. Please follow up with Mr. Malloy's assistant Greta Elliotte and she should have the check.

Please call me if you have any questions. Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Christy Graves [mailto:christy@hbbh.net]  
**Sent:** Monday, January 05, 2015 3:47 PM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya Plastics Your file #01973.0721

Kevin has been retained to represent Mr. Evans with regard to the above-referenced Workers' Compensation claim. Mr. Evans indicates that he has not yet received his lump sum TTD check for the back payments. I spoke with Gail Bullock and she said that she believes you have this check and asked that I contact you. If you have the TTD check, please forward it to us and we will have Mr. Evans retrieve it from our office. Thanks.

Christy Graves

ROA 0516

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Thursday, January 8, 2015 2:42 PM  
**To:** 'Greta Elliotte'  
**Subject:** RE: Evans v. Nan Ya Plastics

Hi Greta,

No problem. I was getting ready to mail the check to you when I received a call from Florence attorney Kevin Barth saying they were taking over the Evans claim and so I sent the check to them. His legal assistant said Evans was calling them 20 times a day.

Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

-----Original Message-----

**From:** Greta Elliotte [mailto:gelliotte@bellsouth.net]  
**Sent:** Thursday, January 08, 2015 2:30 PM  
**To:** Bruton, John  
**Subject:** Re: Evans v. Nan Ya Plastics

Hi Mr. Bruton,

I'm sorry I missed your call earlier this week. We've had some people out sick which has put me a little behind. We still have not received the check for Stephen Evans; however, I have not gotten today's mail yet.

Greta R. Elliotte  
Paralegal

Gerald Malloy  
Attorney at Law  
P.O. Box 1200  
Hartsville, South Carolina 29550  
843-339-3000  
843-332-4646 (Facsimile)

-----  
On Tue, 12/30/14, Greta Elliotte <gelliotte@bellsouth.net> wrote:

**Subject:** Re: Evans v. Nan Ya Plastics  
**To:** "Bruton, John" <jbruton@hsblawfirm.com>

**ROA 0517**

Date: Tuesday, December 30, 2014, 1:28 PM

ROA 0518

Hi Mr  
Bruton, Gerald said you can send it to our office.  
Thanks!

Sent from my  
iPhone  
On Dec 30,  
2014, at 10:01 AM, Bruton, John <jbruton@hsblawfirm.com>  
wrote:

#yiv2366305995  
#yiv2366305995 --

\_filtered #yiv2366305995 {font-family:SimSun;panose-1:2 1 6  
0 3 1 1 1 1 1;}  
\_filtered #yiv2366305995 {font-family:SimSun;panose-1:2 1 6  
0 3 1 1 1 1 1;}  
\_filtered #yiv2366305995 {font-family:Calibri;panose-1:2 15  
5 2 2 2 4 3 2 4;}  
\_filtered #yiv2366305995 {font-family:Tahoma;panose-1:2 11  
6 4 3 5 4 4 2 4;}  
\_filtered #yiv2366305995 {panose-1:2 1 6 0 3 1 1 1 1 1;}  
#yiv2366305995

#yiv2366305995 p.yiv2366305995MsoNormal, #yiv2366305995 li.yiv2366305995MsoNormal, #yiv2366305995  
div.yiv2366305995MsoNormal

{margin:0in;margin-bottom:.0001pt;font-size:11.0pt;}

#yiv2366305995 a:link, #yiv2366305995

span.yiv2366305995MsoHyperlink

{color:blue;text-decoration:underline;}

#yiv2366305995 a:visited, #yiv2366305995 span.yiv2366305995MsoHyperlinkFollowed

{color:purple;text-decoration:underline;}

#yiv2366305995 p.yiv2366305995MsoAcetate, #yiv2366305995 li.yiv2366305995MsoAcetate, #yiv2366305995  
div.yiv2366305995MsoAcetate

{margin:0in;margin-bottom:.0001pt;font-size:8.0pt;}

#yiv2366305995 span.yiv2366305995BalloonTextChar

{}

#yiv2366305995 span.yiv2366305995EmailStyle19

{color>windowtext;}

#yiv2366305995 .yiv2366305995MsoChpDefault

{font-size:10.0pt;}

\_filtered #yiv2366305995 {margin:1.0in 1.0in 1.0in 1.0in;}

#yiv2366305995 div.yiv2366305995WordSection1

{}

#yiv2366305995

Greta,

ROA 0518

I received  
today a check from Gallagher Bassett in the amount of  
\$5,072.31 to cover Mr. Evans' TTD from Oct 24 to Dec 25.  
(See copy of check attached.)

It is my understanding he is now back on weekly TTD. I know Gerald is withdrawing as counsel, however, can I send this check to your office to handle with Mr. Evans? I would rather not send directly to him.

Thanks.

John  
Bruton  
Haynsworth  
Sinkler Boyd, P.A.  
803.540.7861

**CONFIDENTIALITY**

NOTICE: This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

mmcorp

<3929209-v1 Gallagher  
Bassett Check No. 0115011401 for \$5,072.31 for 9 we....pdf>

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Friday, July 31, 2015 5:34 PM  
**To:** 'Kevin Barth'  
**Subject:** RE: Stephen Evans v. Nan Ya Plastics, SCWCC # 1413115

Kevin,

No problem. I'm having the exact same issues.

Thanks for your responses. I will follow up on the TTD check and mileage request asap and get that straighten out. As to Dr. Alexander, I spoke to the nurse case manager and you are correct in that she says that Dr. Alexander is difficult to deal with. However, she does not know much about SE Spine and is not in a position to recommend them because they are in Charleston and that is not her territory. In her latest conversation with Mr. Evans she understood from him that he was feeling better about going to Dr. Alexander. If Mr. Evans still wants to be treated by someone else, let me know and we will try to find another doctor. On the other hand, if Dr. Alexander is getting towards the end of his treatment (and I'm not sure that he is) it may be he will rate and release Mr. Evans so we can move forward to resolve the claim in its entirety.

Also as an aside, the nurse told me Mr. Evans was scheduled for another injection from Dr. Alexander yesterday but he was not at home when the nurse arranged for transportation to take him to Dr. Alexander's office. Thus, he didn't make his appointment.

In any event, I'll give you a call next week and we'll get these issues cleared up.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Friday, July 31, 2015 2:37 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya Plastics, SCWCC # 1413115

I am truly sorry I haven't gotten back to you. Between Court and sick elderly in laws, can't seem to get caught up. After getting your email, I spoke with Mr. Evans and will respond to each one below. Please give me a ring on Monday morning if you have any questions. I'll be leaving @ 10:30 to speak at Bridge The Gap. Should be back late afternoon.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [mailto:jbruton@hsblawfirm.com]  
**Sent:** Friday, July 31, 2015 2:02 PM  
**To:** Kevin Barth  
**Subject:** Stephen Evans v. Nan Ya Plastics, SCWCC # 1413115

ROA 0520

Kevin,

I hope you're doing well.

I have tried to reach you by telephone several times over the last few weeks and have not heard back. I wanted to discuss the following:

- Nan Ya Plastics employees who are on extended medical leave for over one year, regardless of the reason, are separated from the company. Mr. Evans' one year anniversary from when he last worked is coming up in September. The EEOC recommends that prior to an employee's separation, the employer's personnel department have an "interactive conversation" with the employee before the employee's one year extended leave is up. Nan Ya Plastics follows that recommendation. I believe the purpose of the conversation is to discuss COBRA and related options that the employee has available after separation. There are no conversations about workers' compensation claims. I told Nan Ya not to contact Mr. Evans until I cleared it with you.

*[Kevin Barth] No problem with Nan Ya speaking to Stephen about these issues. I have told him to expect their call.*

- I received a telephone call from the Law Office of Gary Deas advising that they have an "attorney's lien" on the proceeds of any settlement in the Evans matter. I am not sure what this means nor do I understand the basis for this claim. Nevertheless, I wanted to let you know I did receive the call.

*[Kevin Barth] This is a lawyer from Sumter who apparently has a judgment of some kind against Stephen for a dispute over some brickwork from years ago. From what I can tell, he has a typical judgment, which certainly is not a lien on workers comp settlements unless he has a Court Order to that effect. I'll check with him and see if he does have one.*

- I note that you have requested a hearing in the workers' compensation matter. In speaking with Gallagher Bassett who is adjusting the claim, it is my understanding that Mr. Evans is still treating with Dr. Alexander at Pee Dee Orthopaedics. I was advised that Dr. Alexander has prescribed three injections for Mr. Evans' lower back which are to be continued during the next several months. Additionally, it is my understanding he is in physical therapy for cervical and lumbar help. Therefore, it does not seem to me like the matter is yet ripe for a hearing. If there are smaller issues such a missing TTD check or a mileage reimbursement check, let me know and I will get that cleared up.

*[Kevin Barth] The issues that prompted us to file a Form 50 and request a hearing are three fold. First and most importantly, he does not like or trust Dr. Alexander and has asked to be seen by S.E. Spine. He has seen them once at his expense and his recommendations appear to be the same as Alexander. However, he and Alexander just don't see eye to eye. To make matters more difficult for me (and you) is that the nurse case manager told him that she would rather deal with SE Spine and that she would talk to the adjuster and have it approved. That was never done. The other two issues are small but aggravating to me. (He calls constantly about these). The adjuster has underpaid him by one week of TTD and has not paid him mileage. We sent all of that to her back in April and can't get her to do anything about it. This wasn't important enough for me to request a hearing, but couple with the SE Spine issue, we did. If we can resolve any or all of these issues, that would be great.*

In light of the above, please check on these matters and let me know your thoughts as soon as possible. Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**CONFIDENTIALITY NOTICE:** This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Friday, August 14, 2015 11:08 AM  
**To:** Bruton, John  
**Subject:** Stephen Evans

Any updates before we start working on my pre trial brief?

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: kbarth@hbbh.net

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Friday, August 14, 2015 12:16 PM  
**To:** 'Kevin Barth'  
**Subject:** RE: Stephen Evans

I've been trying to catch up with the Gallagher Bassett adjuster. I'll follow up with her again this afternoon and then give you a call.

Thanks.

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Friday, August 14, 2015 11:08 AM  
**To:** Bruton, John  
**Subject:** Stephen Evans

Any updates before we start working on my pre trial brief?

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Monday, August 17, 2015 12:38 PM  
**To:** 'Christy Graves'  
**Subject:** RE: Stephen Evans v. Nan Ya

Thanks.

---

**From:** Christy Graves [mailto:christy@hbbh.net]  
**Sent:** Monday, August 17, 2015 12:18 PM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

Attached is Kevin's April 27, 2015 letter to the adjuster regarding the missed TTD payment and mileage reimbursement, along with the TTD printout and mileage sheet.

Thanks

**Christy Graves**  
Assistant to Kevin M. Barth  
and Brendan P. Barth  
Barth, Ballenger & Lewis  
P.O. Box 107  
Florence, SC 29503  
(843)662-6301  
(843)664-8384 fax

**Confidentiality Notice** This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Christy Graves <christy@hbbh.net>  
**Sent:** Thursday, August 20, 2015 2:30 PM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

I have spoken with Mr. Evans and would very much like to move to the physician in Columbia (I couldn't remember the name of the practice that you mentioned). Please have the nurse case manager contact Mr. Evans once the appointment has been scheduled. I will be withdrawing our Form 50 and canceling this hearing. Thanks for your help.

**Christy Graves**  
Assistant to Kevin M. Barth  
and Brendan P. Barth  
Barth, Ballenger & Lewis  
P.O. Box 107  
Florence, SC 29503  
(843)662-6301  
(843)664-8384 fax

**Confidentiality Notice** This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Christy Graves <christy@hbbh.net>  
**Sent:** Thursday, August 20, 2015 2:32 PM  
**To:** Morris, Tamara  
**Cc:** Bruton, John  
**Subject:** WCC# 1413115: Evans v. Nan Ya

This matter is scheduled for hearing on September 1, 2015. Please be advised that the parties have settled the issues raised in our Form 50 and we are therefore withdrawing same and asking that the hearing be canceled.

Thank you.

**Christy Graves**

Assistant to Kevin M. Barth  
and Brendan P. Barth  
Barth, Ballenger & Lewis  
P.O. Box 107  
Florence, SC 29503  
(843)662-6301  
(843)664-8384 fax

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Thursday, August 20, 2015 2:39 PM  
**To:** 'Christy Graves'  
**Subject:** RE: Stephen Evans v. Nan Ya

Hi Christy,

Thanks for the email. We will move forward to set up Mr. Evans with the physician/practice in Columbia. I think the nurse case manager said it was Columbia Neurosurgery. I will follow up with the nurse case manager and have her contact Mr. Evans and we will let you know.

Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Christy Graves [mailto:christy@hbbh.net]  
**Sent:** Thursday, August 20, 2015 2:30 PM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

I have spoken with Mr. Evans and would very much like to move to the physician in Columbia (I couldn't remember the name of the practice that you mentioned). Please have the nurse case manager contact Mr. Evans once the appointment has been scheduled. I will be withdrawing our Form 50 and canceling this hearing. Thanks for your help.

**Christy Graves**  
Assistant to Kevin M. Barth  
and Brendan P. Barth  
Barth, Ballenger & Lewis  
P.O. Box 107  
Florence, SC 29503  
(843)662-6301  
(843)664-8384 fax

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Thursday, November 19, 2015 2:20 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

Thanks a lot. Have a great week.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Thursday, November 19, 2015 2:20 PM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Will do.

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Wednesday, November 18, 2015 1:54 PM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

Would you mind letting the adjuster know that my client, Steven Evans, has a new mailing address?

1559 W. Old No 4 Highway  
Scranton, SC 29591

i appreciate your help with this.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Friday, March 4, 2016 10:43 AM  
**To:** Kevin Barth  
**Subject:** Re: Stephen Evans v. Nan-Ya (Mayday!)

Kevin,  
I'm out of town today. I will check on this Monday morning

Thanks.

John Bruton  
Sent from my iPhone  
-HSB-

On Mar 3, 2016, at 12:54 PM, Kevin Barth <[KBarth@HBBH.net](mailto:KBarth@HBBH.net)> wrote:

The nurse case manager has been calling and calling the adjuster in order to schedule his surgery. Apparently, the adjuster is not returning her calls, and my client is getting more and more irritated and frantic by the day. Can you PLEASE call her and get her to talk to the case manager about this? And, would you mind letting me know her response as soon as possible?

If we don't have a response from the adjuster in the next couple of days, my client is demanding that I file for an emergency hearing (as much as that is possible in a WC case) to have the matter addressed.

I truly appreciate your time. Please call if you have any questions.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b)

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Tuesday, March 15, 2016 4:18 PM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

Sorry to bother you again about this one, but the nurse case manager is still telling my client that she can't get in touch with the adjuster to set his surgery. He is extremely upset about this and wants me to file a 50 this week. Any chance you can help with this?

Thanks

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: kbarth@hbbh.net

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Tuesday, March 22, 2016 5:04 PM  
**To:** 'Kevin Barth'  
**Subject:** RE: Steven Evans v. Nan Ya

Kevin,

Thanks for the email. I will call the adjuster and be back in touch asap.

Do you know whether Mr. Evans is on Social Security or has even applied for SS? We need to make sure we don't have to worry about Medicare ( or figure out a way to deal with it) if we make a lump sum payment.

Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Tuesday, March 22, 2016 2:19 PM  
**To:** Bruton, John  
**Subject:** Steven Evans v. Nan Ya

I have spoken to Steven about a possible settlement in lieu of surgery. If the settlement amount is substantial, he is certainly willing to discuss settling this claim on a clincher. If we can't get it settle, he is requesting that his surgery be set ASAP. His drug test results (along with my client's personal note) for the surgery scheduling.

When you talk to the adjuster, please give me a ring. Thanks.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Tuesday, March 22, 2016 5:10 PM  
**To:** Bruton, John  
**Subject:** RE: Steven Evans v. Nan Ya

He is not on social security nor has he applied for it.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: kbarth@hbbh.net

---

**From:** Bruton, John [mailto:jbruton@hsblawfirm.com]  
**Sent:** Tuesday, March 22, 2016 5:04 PM  
**To:** Kevin Barth  
**Subject:** RE: Steven Evans v. Nan Ya

Kevin,

Thanks for the email. I will call the adjuster and be back in touch asap.

Do you know whether Mr. Evans is on Social Security or has even applied for SS? We need to make sure we don't have to worry about Medicare ( or figure out a way to deal with it) if we make a lump sum payment.

Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Tuesday, March 22, 2016 2:19 PM  
**To:** Bruton, John  
**Subject:** Steven Evans v. Nan Ya

I have spoken to Steven about a possible settlement in lieu of surgery. If the settlement amount is substantial, he is certainly willing to discuss settling this claim on a clincher. If we can't get it settle, he is requesting that his surgery be set ASAP. His drug test results (along with my client's personal note) for the surgery scheduling.

When you talk to the adjuster, please give me a ring. Thanks.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301

ROA 0532

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Monday, March 28, 2016 4:29 PM  
**To:** 'Kevin Barth'  
**Subject:** RE: Steven Evans v. Nan Ya

Hi Kevin,

In follow up to our earlier emails and telephone calls my client has authorized me to offer Mr. Evans the sum of \$50,000.00 to settle on a clincher basis.

Please review with your client. Thanks.

John

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Tuesday, March 22, 2016 5:10 PM  
**To:** Bruton, John  
**Subject:** RE: Steven Evans v. Nan Ya

He is not on social security nor has he applied for it.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [mailto:jbruton@hsblawfirm.com]  
**Sent:** Tuesday, March 22, 2016 5:04 PM  
**To:** Kevin Barth  
**Subject:** RE: Steven Evans v. Nan Ya

Kevin,

Thanks for the email. I will call the adjuster and be back in touch asap.

Do you know whether Mr. Evans is on Social Security or has even applied for SS? We need to make sure we don't have to worry about Medicare ( or figure out a way to deal with it) if we make a lump sum payment.

Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

**From:** Kevin Barth [mailto:KBarth@HBBH.net]

ROA 0534

**Sent:** Tuesday, March 22, 2016 2:19 PM

**To:** Bruton, John

**Subject:** Steven Evans v. Nan Ya

I have spoken to Steven about a possible settlement in lieu of surgery. If the settlement amount is substantial, he is certainly willing to discuss settling this claim on a clincher. If we can't get it settle, he is requesting that his surgery be set ASAP. His drug test results (along with my client's personal note) for the surgery scheduling.

When you talk to the adjuster, please give me a ring. Thanks.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

---

**CONFIDENTIALITY NOTICE:** This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Monday, April 4, 2016 4:29 PM  
**To:** Bruton, John  
**Subject:** RE: Steven Evans v. Nan Ya

I am meeting with Mr. Evans again tomorrow morning to discuss all of this yet again. To be honest with you, unless the carrier is willing to offer something in the neighborhood of 150k, he probably won't consider anything but surgery at this point. Your thoughts?

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Monday, March 28, 2016 4:29 PM  
**To:** Kevin Barth  
**Subject:** RE: Steven Evans v. Nan Ya

Hi Kevin,

In follow up to our earlier emails and telephone calls my client has authorized me to offer Mr. Evans the sum of \$50,000.00 to settle on a clincher basis.

Please review with your client. Thanks.

John

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Tuesday, March 22, 2016 5:10 PM  
**To:** Bruton, John  
**Subject:** RE: Steven Evans v. Nan Ya

He is not on social security nor has he applied for it.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>] ROA 0535  
**Sent:** Tuesday, March 22, 2016 5:04 PM

**To:** Kevin Barth  
**Subject:** RE: Steven Evans v. Nan Ya

ROA 0536

Kevin,

Thanks for the email. I will call the adjuster and be back in touch asap.

Do you know whether Mr. Evans is on Social Security or has even applied for SS? We need to make sure we don't have to worry about Medicare ( or figure out a way to deal with it) if we make a lump sum payment.

Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Tuesday, March 22, 2016 2:19 PM  
**To:** Bruton, John  
**Subject:** Steven Evans v. Nan Ya

I have spoken to Steven about a possible settlement in lieu of surgery. If the settlement amount is substantial, he is certainly willing to discuss settling this claim on a clincher. If we can't get it settle, he is requesting that his surgery be set ASAP. His drug test results (along with my client's personal note) for the surgery scheduling.

When you talk to the adjuster, please give me a ring. Thanks.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

---

**CONFIDENTIALITY NOTICE:** This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately

**Bruton, John**

---

**From:** Bruton, John  
**Sent:** Monday, April 4, 2016 5:31 PM  
**To:** 'Kevin Barth'  
**Subject:** RE: Steven Evans v. Nan Ya

Hi Kevin,

I'm pretty sure the employer/carrier would be willing to pay more than \$50K if Mr. Evans makes a reasonable counteroffer. However, I don't think they would get in the neighborhood of \$150K. I guess the only thing to do is talk with him tomorrow and see if you can get a counteroffer from him. The employer/carrier still unsure if Mr. Evans' spinal stenosis at C6-7 is the result of the accident with the overhead door as opposed to the normal aging process.

In any event, try to get a counteroffer and we can go from there.

Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Monday, April 04, 2016 4:29 PM  
**To:** Bruton, John  
**Subject:** RE: Steven Evans v. Nan Ya

I am meeting with Mr. Evans again tomorrow morning to discuss all of this yet again. To be honest with you, unless the carrier is willing to offer something in the neighborhood of 150k, he probably won't consider anything but surgery at this point. Your thoughts?

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Monday, March 28, 2016 4:29 PM  
**To:** Kevin Barth  
**Subject:** RE: Steven Evans v. Nan Ya

Hi Kevin,

In follow up to our earlier emails and telephone calls my client has authorized me to offer Mr. Evans the sum of \$50,000.00 to settle on a clincher basis.

Please review with your client. Thanks.

John

ROA 0537

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]

**Sent:** Tuesday, March 22, 2016 5:10 PM

**To:** Bruton, John

**Subject:** RE: Steven Evans v. Nan Ya

He is not on social security nor has he applied for it.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]

**Sent:** Tuesday, March 22, 2016 5:04 PM

**To:** Kevin Barth

**Subject:** RE: Steven Evans v. Nan Ya

Kevin,

Thanks for the email. I will call the adjuster and be back in touch asap.

Do you know whether Mr. Evans is on Social Security or has even applied for SS? We need to make sure we don't have to worry about Medicare ( or figure out a way to deal with it) if we make a lump sum payment.

Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]

**Sent:** Tuesday, March 22, 2016 2:19 PM

**To:** Bruton, John

**Subject:** Steven Evans v. Nan Ya

I have spoken to Steven about a possible settlement in lieu of surgery. If the settlement amount is substantial, he is certainly willing to discuss settling this claim on a clincher. If we can't get it settle, he is requesting that his surgery be set ASAP. His drug test results (along with my client's personal note) for the surgery scheduling.

When you talk to the adjuster, please give me a ring. Thanks.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Tuesday, April 5, 2016 12:12 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

That won't do it. Between you and me, it ought to settle for 100k but I'm not sure I could get him there.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Tuesday, April 05, 2016 12:07 PM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

I hear what you're saying. How about \$75,000 to wrap it up?

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Tuesday, April 05, 2016 11:53 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

I do think there is a bit of room...but with him....it's minute by minute

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Tuesday, April 05, 2016 11:52 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

Thanks for the email.

I just wanted to check before I speak with my client - Is there any more room for negotiation or is \$150K Mr. Evans' final number regardless?

ROA 0539

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

ROA 0540

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Tuesday, April 05, 2016 9:24 AM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

I met with Stephen this morning for quite a while, and needless to say he becomes more upset by the day. I know that's not your problem, but it does significantly affect how I can proceed. After speaking to him, he has given me authority to do one of three things:

1. Demand \$150k for a clincher. (Actually, his initial figure was "light years" above that amount)
2. Schedule his surgery asap.
3. if they won't do either, I am to file a 50 for the surgery and future treatment

I know this isn't what you wanted to hear, but it's all I can do with him. Look forward to hearing from you.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

**Confidentiality Notice** This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

---

**CONFIDENTIALITY NOTICE:** This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

**Confidentiality Notice** This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Tuesday, April 5, 2016 11:53 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

I do think there is a bit of room...but with him....it's minute by minute

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: kbarth@hbbh.net

---

**From:** Bruton, John [mailto:jbruton@hsblawfirm.com]  
**Sent:** Tuesday, April 05, 2016 11:52 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

Thanks for the email.

I just wanted to check before I speak with my client - Is there any more room for negotiation or is \$150K Mr. Evans' final number regardless?

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Tuesday, April 05, 2016 9:24 AM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

I met with Stephen this morning for quite a while, and needless to say he becomes more upset by the day. I know that's not your problem, but it does significantly affect how I can proceed. After speaking to him, he has given me authority to do one of three things:

1. Demand \$150k for a clincher. (Actually, his initial figure was "light years" above that amount)
2. Schedule his surgery asap.
3. if they won't do either, I am to file a 50 for the surgery and future treatment

I know this isn't what you wanted to hear, but it's all I can do with him. Look forward to hearing from you.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP

ROA 0541

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Tuesday, April 5, 2016 9:24 AM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

I met with Stephen this morning for quite a while, and needless to say he becomes more upset by the day. I know that's not your problem, but it does significantly affect how I can proceed. After speaking to him, he has given me authority to do one of three things:

1. Demand \$150k for a clincher. (Actually, his initial figure was "light years" above that amount)
2. Schedule his surgery asap.
3. if they won't do either, I am to file a 50 for the surgery and future treatment

I know this isn't what you wanted to hear, but it's all I can do with him. Look forward to hearing from you.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: kbarth@hbbh.net

**Confidentiality Notice** This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. {BBHLLaw2013}

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Thursday, April 7, 2016 9:16 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya  
**Attachments:** BBL W-9 signed.pdf

Here it is. When the check and paperwork are ready, I can have someone drive up there and get it. Evans is a loose cannon and I'll do whatever I can to facilitate this settlement. Thanks again.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: kbarth@hbbh.net

---

**From:** Bruton, John [mailto:jbruton@hsblawfirm.com]  
**Sent:** Wednesday, April 06, 2016 5:46 PM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

We can pay \$100K to end this on a clincher. Please email me your firm's tax ID number asap so I can get moving on the check.

Due to the size of the of the check it's probably going to take 10 days or so to get it funded and sent to my office. Hopefully Mr. Evans can hold it together while we're waiting for the check to arrive.

Meanwhile, please call me if you have any questions. Thanks.

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [mailto:KBarth@HBBH.net]  
**Sent:** Wednesday, April 06, 2016 2:25 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

If you can pay 100k, it's a done deal. Hopefully quickly before he changes his mind. Thanks for working with me on this one.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301

ROA 0543

(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

ROA 0544

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Wednesday, April 06, 2016 9:09 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

I don't yet have the authority but I will get \$100K if you can get him to accept it. In other words, if he will agree to \$100K, we will pay it.

Let me know your thoughts. It's doubtful he will see this kind of money again if we have to go forward.

Thanks. John

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Tuesday, April 05, 2016 12:12 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

That won't do it. Between you and me, it ought to settle for 100k but I'm not sure I could get him there.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Tuesday, April 05, 2016 12:07 PM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

I hear what you're saying. How about \$75,000 to wrap it up?

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Tuesday, April 05, 2016 11:53 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

I do think there is a bit of room...but with him....it's minute by minute

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384

ROA 0544

email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

ROA 0545

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Tuesday, April 05, 2016 11:52 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

Thanks for the email.

I just wanted to check before I speak with my client - Is there any more room for negotiation or is \$150K Mr. Evans' final number regardless?

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Tuesday, April 05, 2016 9:24 AM  
**To:** Bruton, John  
**Subject:** Stephen Evans v. Nan Ya

I met with Stephen this morning for quite a while, and needless to say he becomes more upset by the day. I know that's not your problem, but it does significantly affect how I can proceed. After speaking to him, he has given me authority to do one of three things:

1. Demand \$150k for a clincher. (Actually, his initial figure was "light years" above that amount)
2. Schedule his surgery asap.
3. if they won't do either, I am to file a 50 for the surgery and future treatment

I know this isn't what you wanted to hear, but it's all I can do with him. Look forward to hearing from you.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

**Confidentiality Notice** This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Wednesday, April 6, 2016 11:05 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

I will call him today. Sounds very fair to me, and I'll strongly recommend it.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Wednesday, April 06, 2016 9:09 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

I don't yet have the authority but I will get \$100K if you can get him to accept it. In other words, if he will agree to \$100K, we will pay it.

Let me know your thoughts. It's doubtful he will see this kind of money again if we have to go forward.

Thanks. John

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Tuesday, April 05, 2016 12:12 PM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans v. Nan Ya

That won't do it. Between you and me, it ought to settle for 100k but I'm not sure I could get him there.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Tuesday, April 05, 2016 12:07 PM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans v. Nan Ya

ROA 0546

I hear what you're saying. How about \$75,000 to wrap it up?

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]

**Sent:** Tuesday, April 05, 2016 11:53 AM

**To:** Bruton, John

**Subject:** RE: Stephen Evans v. Nan Ya

I do think there is a bit of room...but with him....it's minute by minute

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]

**Sent:** Tuesday, April 05, 2016 11:52 AM

**To:** Kevin Barth

**Subject:** RE: Stephen Evans v. Nan Ya

Kevin,

Thanks for the email.

I just wanted to check before I speak with my client - Is there any more room for negotiation or is \$150K Mr. Evans' final number regardless?

John Bruton  
Haynsworth Sinkler Boyd, P.A.  
803.540.7861

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]

**Sent:** Tuesday, April 05, 2016 9:24 AM

**To:** Bruton, John

**Subject:** Stephen Evans v. Nan Ya

I met with Stephen this morning for quite a while, and needless to say he becomes more upset by the day. I know that's not your problem, but it does significantly affect how I can proceed. After speaking to him, he has given me authority to do one of three things:

1. Demand \$150k for a clincher. (Actually, his initial figure was "light years" above that amount)
2. Schedule his surgery asap.
3. if they won't do either, I am to file a 50 for the surgery and future treatment

I know this isn't what you wanted to hear, but it's all I can do with him. Look forward to hearing from you.

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107

ROA 0547

**Bruton, John**

---

**From:** Kevin Barth <KBarth@HBBH.net>  
**Sent:** Wednesday, April 27, 2016 9:26 AM  
**To:** Bruton, John  
**Subject:** RE: Stephen Evans

Thank you thank you

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

---

**From:** Bruton, John [<mailto:jbruton@hsblawfirm.com>]  
**Sent:** Wednesday, April 27, 2016 9:24 AM  
**To:** Kevin Barth  
**Subject:** RE: Stephen Evans

I'll call the adjuster asap and let you know. Thanks.

---

**From:** Kevin Barth [<mailto:KBarth@HBBH.net>]  
**Sent:** Wednesday, April 27, 2016 9:19 AM  
**To:** Bruton, John  
**Subject:** Stephen Evans

Help!!. He is blowing up our phones on this one. Any idea when the check and paperwork will be here? Thanks

Kevin M. Barth, Esquire  
Barth, Ballenger and Lewis, LLP  
Post Office Box 107  
Florence, SC 29503  
(o) 843-662-6301  
(f) 843-664-8384  
email: [kbarth@hbbh.net](mailto:kbarth@hbbh.net)

Confidentiality Notice This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-662-6301) or reply to this e-mail and delete all copies of this message. To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication

# Barth, Ballenger & Lewis, LLP

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bbhlawfirm.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

---

Michael Ballenger (Retired)

February 20, 2015

John C. Bruton, Jr.  
P.O. Box 11889  
Columbia, SC 29211-1889

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

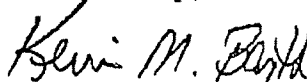
Dear John:

Enclosed, please find a number of medical bills that Mr. Evans brought by my office that have not been paid. These are all related to his pending workers' compensation claim, and should be paid by the carrier.

I would appreciate your forwarding these bills to the carrier for payment. If it is the carrier's position that they are not responsible for the payment of these bills, please outline their position for me.

With best regards, I am

Sincerely,



Kevin M. Barth  
kbarth@hbbh.net

KMB/chg  
enclosure

CAROLINAS HOSPITAL SYSTEM  
 805 PAMPLICO HWY  
 FLORENCE SC  
 29505-6050  
 843-674-5000

ROA 0550

PATIENT NAME	ACCOUNT NO.	ADMIT DATE	DIS. DATE	PAGE
EVANS STEPHEN M	3720316	10/04/14	10/04/14	1

552948 GUARANTOR NAME/ADDR.	F/C	INS. CO/PLANS	POLICY #
EVANS STEPHEN M	YW	BC SC	HFM3HZN52872220
121 CLYDE MCGEE RD LOT 7			
TIMMONSVILLE SC 29161			

AGE	DR. NAME
46	WEINSTEIN ERIC S

CHRG CODE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	CPT CODE
10/15/14 0000000				527.20CR	
10/15/14 0000001				2801.80CR	
10/04/14 7211618	ONDANSETRON 1MG ODT	4	3.07	12.28	Q0162
10/04/14 7212012	KETOROLAC 15MG INJ	2	29.65	59.30	J1885
10/04/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
10/04/14 7212243	MORPHINE UP TO 10MG	1	59.29	59.29	J2270
10/04/14 1314753	CBC W-PLT AUTO COMPD	1	276.15	276.15	85025
10/04/14 1314854	CULT URINE-COLONY CT	1	113.89	113.89	87086
10/04/14 1315022	UA, AUTO W-SCOPE	1	282.38	282.38	81001
10/04/14 1315157	VENIPUNCTURE, ROUTINE	1	57.74	57.74	36415
10/04/14 1316342	BASIC METABO CA TOTA	1	400.97	400.97	80048
10/04/14 1913223	INTERMEDIATE ED VIST	1	1332.42	1332.42	99283 25
10/04/14 1913249	INJECTION IV PUSH	1	336.29	336.29	96374 59
10/04/14 1913258	THERA EA AD IV PUSH	2	308.93	617.86	96375 59

** SUMMARY OF CHARGES **	
** TOTAL CHARGES **	3604.77
** TOTAL PAYMENTS **	527.20CR
** TOTAL ADJUSTMENTS **	2801.80CR
** TOTAL AMOUNT DUE **	275.77

ROA 0550

Time In: 9:40 / Time Out: 11:11

ACCOUNT NUMBER	DATE	TIME	TICKET
68998		01/26/2015	

NAME & ADDRESS  
 EVANS, STEPHEN MURRAY  
 121 CLYDE MCGEE ROAD  
 TIMMONSVILLE, SC 29161  
 803-845-4841 WRK: 843-389-7800  
 MAN VA PLASTICS

DOB: 02/02/1968  
 AGE: 46 years  
 SS#: \_\_\_\_\_  
 FCL: 6

RELATION: OTHER  
 GRP: \_\_\_\_\_

INSURANCE BALANCE	
ACCOUNT BALANCE	475.00
CURRENT CHARGES	475.00
AMOUNT PAID	
NEW BALANCE	
CASH	
CHECK	
M.O.	

PROCEDURES	CPT	FEE
Evaluation	97001	
Re-Evaluation	97002	
OT Evaluation	97003	
Functional Capacity Evaluation	97750	
Work Hardening, 2 hours	97545	
Work Hardening, add'l. 1 hour	97546	
Therapeutic Exercise, 15 mins	97110	
Functional Activities, 15 mins	97530	
Electrical Stim., Unattended, 15 mins	97014	
Electrical Stim., Unattended, 15 mins, Medicare	G0283	
Electrical Stim., Manual, 15 mins	97032	
Ultrasound, 15 mins	97035	
Paraffin Bath	97018	
Massage, 15 mins	97124	
Manual Therapy	97140	
Mechanical Traction	97012	
Neuromuscular Re-Educ., 15 mins	97112	
Self Care Training, 15 mins	97535	
ROM Measure and Report	95851	
Other / Supplies	99070	

S: "I am sore today".  
 Fall yesterday in the y.

O: Therex per flow sheet.  
 ICL stim i MHP to (B) + 1/c:  
 + (C) just. x 15 mins supine

A: Pt. has difficulty control  
 there 2° pain. Repositions  
 frequently + movements are slow  
 guarded in supine + standing.  
 Pt. became emotional + crying  
 needing to stop there. Need  
 v.c. for correct technique.

P: Cont PT per POC

Visit Number: \_\_\_\_\_ of \_\_\_\_\_

Staff: \_\_\_\_\_

Therapist's Signature: Melissa Hart PT

**RELEASE OF MEDICAL INFORMATION and ASSIGNMENT OF BENEFITS**  
 I hereby authorize the release of medical information necessary  
 process this claim and authorize payment of medical benefits to PPT  
 their designee for services described above.

ROA 0551

Patient or Authorized Person's Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Progressive Physical Therapy

ROA 0552

LUMBOSACRAL PROGRAM

Patient Name: Stephen Evans

Next MD appt:

DATE	1/19/15	1/22/15	1/23/15	1/26/15
BIKE		*6 min	8 min	10 min
TREADMILL				
PIRIFORMIS		*2x30"	ND 2°	2x30"
SUPERIOR GLUT			↑ d pair	
TRUNK ROLL	5x5x 10/10			10/10
HAMSTRING (strap for 90/90)	1x30" or	2x30" or	following	2x30"
LEGGING (strap / standing)				
HIP FLEXOR (Chair / Thomas)			last	
WALKER STRETCH (with stool)			EX	
TRONING				
Slumps (A)		*10x10"		10x10"
PELVIC TILTS	10x10"	10x5"		15x5"
MULTIFIDUS/Tra "drawing in"		*10x10"		ND 2° ↑ pain
BRIDGING				
AB CRUNCH FWD (rectus)				
AB CRUNCH FWD (oblique)				
ROWS Taylor sit / standing / ball				
PS Taylor sit / standing / ball				
Lat pull down - Taylor / cable / ball				
PROM PULL ELBOWS	5x10"	10x10"		ND 2° ↑ pain
PROM PRESS UPS				
PROM ALT UE (LE) "superman"				MT 25/25
PROM PLANKS (with hip ext)				5x5" MT
SIDE PLANKS (with hip abd)				
QUADRUPED UE/LE "birddog"				
STANDING I's, T's, Y's				
SQUATS (chair / Swiss Ball)				
HEEL → 1/2 KNEEL				
HIP PLANES				
SWISS BALL TRUNK EXT.				
BOX LIFTS FLOOR → WAIST				
BOX LIFTS WAIST → SHOULDER				
BOX LIFTS SHLDR → OVERHEAD				
BOX CARRIES X 25 FT				
TRUCK SQUATS				
WRITTEN HEP ISSUED?	yes	ROA 0552	✓	
THERAPIST'S INITIALS	MT	(PT)	(PT)	MT

Time In: 0553 / Time Out: 8:50 / 19:15

ACCOUNT NUMBER	DATE	TIME	TICKET NO.
00990		01/23/2015	PT SOUTH IRBY, 1C3272875

NAME: STEPHEN MURRAY  
 ADDRESS: PLYDE MOGEE ROAD  
 GREENVILLE, SC 29161  
 PHONE: 843-4041 WRK: 843-389-7800  
 EMPLOYER: PLASTICS

DOB: 02/02/1968  
 AGE: 46 years  
 SS#: \_\_\_\_\_  
 FCL: 6

RELATION: OTHER  
 GRP: \_\_\_\_\_

INSURANCE BALANCE	
ACCOUNT BALANCE	\$227.00
CURRENT CHARGES	\$227.00
AMOUNT PAID	
NEW BALANCE	
CASH	
CHECK	
M.O.	
C.C.	

PROCEDURES	CPT	FEE
Evaluation	97001	
Evaluation	97002	
Evaluation	97003	1
Functional Capacity Evaluation	97750	
Work Hardening, 2 hours	97545	
Work Hardening, add'l. 1 hour	97546	
Therapeutic Exercise, 15 mins	97110	46.-
Functional Activities, 15 mins	97530	
Electrical Stim., Unattended, 15 mins	97014	25.-
Electrical Stim., Unattended, 15 mins, Medicare	G0283	
Electrical Stim., Manual, 15 mins	97032	
Wound, 15 mins	97035	
Paraffin Bath	97018	
Massage, 15 mins	97124	1
Manual Therapy	97140	
Mechanical Traction	97012	
Neuromuscular Re-Educ., 15 mins	97112	
Self Care Training, 15 mins	97535	
ROM Measure and Report	95851	
Other / Supplies	99070	

S: "I am really sore after yesterday"

O: Ther ex per flowsheet.  
 IFC to MHP to t/L-spine paraspinals.  
 S1 jt. x 15' pt. supine.

A: Pt. has difficulty expressing emotions, loses train of thought and needs to start from the beginning and becomes very emotional today.

P: Continue to pt per POC.

Visit Number: 3 of 18

Staff: Pamela Jackson, PTA

Therapist's Signature: Melissa Holt OT

**RELEASE OF MEDICAL INFORMATION and ASSIGNMENT OF BENEFITS**  
 I hereby authorize the release of medical information necessary to process this claim and authorize payment of medical benefits to PPT or their designee for services described above.

ROA 0553 Patient or Authorized Person's Signature

Date

TRC# 0554 Time Out:  
8:35 / 10:10

ACCOUNT NUMBER	DATE	TIME	TICKET NO.
	01/22/2015	PT SOUTH IRBY,	3272273

ADDRESS  
 STEPHEN MURRAY  
 WYDE HOGEE ROAD  
 SPAINSVILLE, SC 29161  
 845-4941 WRK: 843-389-7800  
 YA PLASTICS

DOB: 02/02/1968  
 AGE: 46 years  
 SS#:  
 FCL: 6

INSURANCE DUP* BALANCE
ACCOUNT BALANCE \$227.00
CURRENT CHARGES \$227.00
AMOUNT PAID
NEW BALANCE
CASH CHECK M.O. C.C.

RELAN: OTHER  
 GRP:

INSURED: EVANS, STEPHEN MURRAY  
 PLAN: WC/MEDRISK EPO

PROCEDURES	CPT	FEE
Evaluation	97001	
Evaluation	97002	
Evaluation	97003	
Functional Capacity Evaluation	97750	
Hand Hardening, 2 hours	97545	
Hand Hardening, add'l. 1 hour	97546	
Therapeutic Exercise, 15 mins	97110	18.00
Manual Activities, 15 mins	97530	
Electrical Stim., Unattended, 15 mins	97014	25.00
Electrical Stim., Unattended, 15 mins, Medicare	G0283	
Electrical Stim., Manual, 15 mins	97032	
Ultrasound, 15 mins	97035	
Paraffin Bath	97018	
Massage, 15 mins	97124	
Manual Therapy	97140	39.00
Mechanical Traction	97012	
Perimuscular Re-Educ., 15 mins	97112	
Care Training, 15 mins	97535	
MM Measure and Report	95851	
Supplies	99070	

S: "I got sick 2 times on my way here this morning. My hands and fingers keep locking up on me this morning."  
 O: Ther dex per flow sheet.  
 MTT: manual lumbar traction via  
 (B) 4E, 3' on, 1' off x 2 Reps.  
 IPC to MHP to L spine / (D) QL x 15'  
 Pt. supine.

A: Pt. becomes very emotional during Rx today. Pt. fatigues w/ activities and needs v/c for correct technique.

P: Continue w/ pt. per doc.

Visit Number: 3 of 18

Staff: Pamela Jaeger, PA

Therapist's Signature: Melissa Holt PA

**RELEASE OF MEDICAL INFORMATION and ASSIGNMENT OF BENEFITS**  
 I hereby authorize the release of medical information necessary to process this claim and authorize payment of medical benefits to PPT or their designee for services described above.

ROA 0554

Patient or Authorized Person's Signature

Date

CAROLINAS HOSPITAL SYSTEM  
 805 PAMPLICO HWY  
 FLORENCE SC  
 29505-6050  
 843-674-5000

ROA 0555

PATIENT NAME  
 EVANS STEPHEN M

ACCOUNT NO.  
 3714025

ADMIT DATE 9/19/14  
 DIS. DATE 9/27/14

PAGE  
 1

552948 GUARANTOR NAME/ADDR.  
 EVANS STEPHEN M  
 121 CLYDE MCGEE RD LOT 7  
 TIMMONSVILLE SC 29161

F/C INS. CO/PLANS  
 B BC SC

POLICY #  
 HFM3HZNS2872220

AGE  
 46

DR. NAME  
 BURNS KENNETH SCO

CHRG CODE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	CPT CODE
12/03/14 0000001				22263.61CR	
12/03/14 0000000				.00	
12/31/14 0000001				22263.61	
1/07/15 0000000				.00	
1/07/15 0000001				3185.41CR	
9/19/14 1010014	NI-EKG, 12 LEADS	1	672.43	672.43	93005 59
9/19/14 1217100	TAMSULOSIN 0.4MG CAP	1	49.94	49.94	
9/19/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/19/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/19/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/19/14 7212274	HYDROMORPH UP TO 4MG	1	53.91	53.91	J1170
9/19/14 7212274	HYDROMORPH UP TO 4MG	1	53.91	53.91	J1170
9/19/14 1314365	MAGNESIUM	1	209.09	209.09	83735
9/19/14 1314502	TROPONIN,QNT	1	238.71	238.71	84484
9/19/14 1314753	CBC W-PLT AUTO COMPD	1	276.15	276.15	85025
9/19/14 1314822	PROTHROMBIN TIME	1	140.43	140.43	85610
9/19/14 1314833	THROMBOPLAST TIMEPTT	1	188.77	188.77	85730
9/19/14 1314854	CULT URINE-COLONY CT	1	113.89	113.89	87086
9/19/14 1315022	UA, AUTO W-SCOPE	1	282.38	282.38	81001
9/19/14 1315157	VENIPUNCTURE,ROUTINE	1	57.74	57.74	36415
9/19/14 1316342	BASIC METABO CA TOTA	1	400.97	400.97	80048
9/19/14 1612286	CH-CHEST 1V	1	430.61	430.61	71010
9/19/14 1631517	CT-HEAD WO	1	2672.62	2672.62	70450
9/19/14 1631535	CT-CERV SPINE WO	1	4064.32	4064.32	72125
9/19/14 1641059	MR-LUMB SPINE WO	1	6981.89	6981.89	72148
9/19/14 1913224	EXTENDED ED VISIT	1	3547.89	3547.89	99284 25
9/19/14 1913228	THER AD IVP SAME MED	2	308.93	617.86	96376 59
9/19/14 1913249	INJECTION IV PUSH	1	336.29	336.29	96374 59
9/19/14 1913257	IV HYDRAT EA ADD HR	2	198.14	396.28	96361 59
9/19/14 1913258	THERA EA AD IV PUSH	1	308.93	308.93	96375 59

ROA 0555

CAROLINAS HOSPITAL SYSTEM  
805 PAMPLICO HWY  
FLORENCE SC  
29505-6050  
843-674-5000

ROA 0556

PATIENT NAME  
EVANS STEPHEN M

ACCOUNT NO.  
3714025

ADMIT DATE DIS. DATE  
9/19/14 9/27/14

PAGE  
2

552948 GUARANTOR NAME/ADDR.  
EVANS STEPHEN M  
121 CLYDE MCGEE RD LOT 7  
TIMMONSVILLE SC 29161

F/C INS. CO/PLANS  
B BC SC

POLICY #  
HFM3HZN52872220

AGE  
46

DR. NAME  
BURNS KENNETH SCO

CHRG CODE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	CPT CODE
-----------	-------------	-----	------------	--------	----------

** SUMMARY OF CHARGES **					
** TOTAL CHARGES **				22263.61	
** TOTAL PAYMENTS **				3185.41CR	
** TOTAL ADJUSTMENTS **				19078.20CR	
** TOTAL AMOUNT DUE **				.00	

ROA 0556

CAROLINAS HOSPITAL SYSTEM  
 805 PAMPLICO HWY  
 FLORENCE SC  
 29505-6050  
 843-674-5000

ROA 0557

PATIENT NAME                      ACCOUNT NO.              ADMIT DATE              DIS. DATE                      PAGE  
 EVANS STEPHEN M                      3716257                      9/24/14                      9/27/14                      1

552948    GUARANTOR NAME/ADDR.              F/C              INS. CO/PLANS                      POLICY #  
 EVANS STEPHEN M                      YW              BC OUT OF STATE                      HFM3HZN5287220  
 121 CLYDE MCGEE RD LOT 7  
 TIMMONSVILLE SC 29161

AGE                      DR. NAME  
 46                      OKELLY PETER PIUS

CHRG CODE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	CPT CODE
10/15/14 0000000				4492.80CR	
10/15/14 0000001				50405.92CR	
9/24/14 0015206	R&B M/S PVT TELEM	1	2225.70	2225.70	
9/25/14 0015206	R&B M/S PVT TELEM	1	2225.70	2225.70	
9/26/14 0015206	R&B M/S PVT TELEM	1	2225.70	2225.70	
9/25/14 1010014	NI-EKG, 12 LEADS	1	672.43	672.43	93005
9/25/14 1110803	OR LEV 3 INI 15 MIN	1	11288.05	11288.05	SURG
9/25/14 1110813	OR LEV 3 EA ADD MIN	22	107.65	2368.30	SURG
9/25/14 1120002	PACU LEV 2 INI 15 MN	1	1906.57	1906.57	
9/25/14 1120012	PACU LEV 2 EA ADD MN	15	43.68	655.20	
9/25/14 1131113	ANES LV 3 INI 15 MIN	1	1401.85	1401.85	
9/25/14 1131123	ANES LV 3 EA ADD MIN	22	29.65	652.30	
9/25/14 1210081	PROPOFOL 10MG/ML 20M	1	60.85	60.85	
9/25/14 1210145	CEFEPIME 500MG INJ	4	107.65	430.60	J0692
9/25/14 1211037	MIDAZOL HCL 1MG INJ	2	28.08	56.16	J2250
9/25/14 1211153	CEFAZOLIN 500MG INJ	2	168.50	337.00	J0690
9/25/14 1211153	CEFAZOLIN 500MG INJ	2	168.50	337.00	J0690
9/25/14 1211153	CEFAZOLIN 500MG INJ	2	168.50	337.00	J0690
9/25/14 1211226	MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/25/14 1211226	MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/25/14 1217749	BELLADONNA/OPIUM 15A	1	70.20	70.20	
9/25/14 1218919	LIDOCA 100MG/5ML INJ	1	85.81	85.81	
9/25/14 7211805	PANTOPRAZOLE SOD VL	1	251.69	251.69	C9113
9/25/14 7211805	PANTOPRAZOLE SOD VL	1	251.69	251.69	C9113
9/25/14 7211997	HYDROMORPH UP TO 4MG	1	59.29	59.29	J1170
9/25/14 7212016	LORAZEPAM 2MG INJ	1	57.74	57.74	J2060
9/25/14 7212016	LORAZEPAM 2MG INJ	1	57.74	57.74	J2060
9/25/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/25/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/25/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/25/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/25/14 7212023	ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/25/14 7212039	FENTANY CIT 0.1MG INJ	1	57.74	57.74	J3010
9/25/14 7212243	MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/25/14 7212243	MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/25/14 7212243	MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/25/14 7212334	PIPER/TAZOB 1G/.125G	3	113.89	341.67	J2543

ROA 0557

CAROLINAS HOSPITAL SYSTEM  
 805 PAMPLICO HWY  
 FLORENCE SC  
 29505-6050  
 843-674-5000

ROA 0558

PATIENT NAME	ACCOUNT NO.	ADMIT DATE	DIS. DATE	PAGE
EVANS STEPHEN M	3716257	9/24/14	9/27/14	2

552948	GUARANTOR NAME/ADDR.	F/C	INS. CO/PLANS	POLICY #
	EVANS STEPHEN M	B	BC OUT OF STATE	HFM3HZN52872220
	121 CLYDE MCGEE RD LOT 7			
	TIMMONSVILLE SC 29161			

AGE	DR. NAME
46	OKELLY PETER PIUS

CHRG CODE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	CPT CODE
9/26/14	1211153 CEFAZOLIN 500MG INJ	2	168.50	337.00	J0690
9/26/14	1211153 CEFAZOLIN 500MG INJ	2	168.50	337.00	J0690
9/26/14	1211153 CEFAZOLIN 500MG INJ	2	168.50	337.00	J0690
9/26/14	1211157 SOD CHLOR .9% 10ML	1	54.84	54.84	
9/26/14	1211157 SOD CHLOR .9% 10ML	1	54.84	54.84	
9/26/14	1211226 MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/26/14	1211226 MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/26/14	1217390 DIAZEPAM 5MG TAB	1	12.49	12.49	
9/26/14	1217390 DIAZEPAM 5MG TAB	1	12.49	12.49	
9/26/14	1217390 DIAZEPAM 5MG TAB	1	12.49	12.49	
9/26/14	7211805 PANTOPRAZOLE SOD VL	1	251.69	251.69	C9113
9/26/14	7212023 ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/26/14	7212023 ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/26/14	7212023 ONDANSETRON 1MG INJ	4-	14.05	56.20CR	J2405
9/26/14	7212023 ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/26/14	7212243 MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/26/14	7212243 MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/27/14	1211153 CEFAZOLIN 500MG INJ	2	168.50	337.00	J0690
9/27/14	1211157 SOD CHLOR .9% 10ML	1	54.84	54.84	
9/27/14	1217390 DIAZEPAM 5MG TAB	1	12.49	12.49	
9/27/14	7211805 PANTOPRAZOLE SOD VL	1	251.69	251.69	C9113
9/27/14	7211997 HYDROMORPH UP TO 4MG	1	59.29	59.29	J1170
9/27/14	7212023 ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/27/14	7212023 ONDANSETRON 1MG INJ	4	14.05	56.20	J2405
9/27/14	7212243 MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/27/14	7212243 MORPHINE UP TO 10MG	1	59.29	59.29	J2270
9/25/14	1221008 D5.45NS/KCL20 1000ML	1	337.01	337.01	
9/25/14	1221149 SOD CHLOR .9% 50ML	1	337.01	337.01	
9/25/14	1221149 SOD CHLOR .9% 50ML	1	337.01	337.01	
9/25/14	1314110 COMP METAB PANEL	1	549.19	549.19	80053
9/25/14	1314346 LACTIC ACID	1	458.71	458.71	83605
9/25/14	1314753 CBC W-PLT AUTO COMPD	1	276.15	276.15	85025
9/25/14	1314822 PROTHROMBIN TIME	1	140.43	140.43	85610
9/25/14	1314822 PROTHROMBIN TIME	1-	140.43	140.43CR	85610
9/25/14	1314822 PROTHROMBIN TIME	1	140.43	140.43	85610
9/25/14	1314822 PROTHROMBIN TIME	1-	140.43	140.43CR	85610
9/25/14	1314822 PROTHROMBIN TIME	1	140.43	140.43	85610

ROA 0558

CAROLINAS HOSPITAL SYSTEM  
 805 PAMPLICO HWY  
 FLORENCE SC  
 29505-6050  
 843-674-5000

ROA 0559

PATIENT NAME	ACCOUNT NO.	ADMIT DATE	DIS. DATE	PAGE
EVANS STEPHEN M	3716257	9/24/14	9/27/14	3

552948	GUARANTOR NAME/ADDR.	F/C	INS. CO/PLANS	POLICY #
	EVANS STEPHEN M	B	BC OUT OF STATE	HFM3HZN52872220
	121 CLYDE MCGEE RD LOT 7			
	TIMMONSVILLE SC 29161			

AGE	DR. NAME
46	OKELLY PETER PIUS

CHRG CODE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	CPT CODE
9/25/14	1314833 THROMBOPLAST TIMEPTT	1	188.77	188.77	85730
9/25/14	1314833 THROMBOPLAST TIMEPTT	1-	188.77	188.77CR	85730
9/25/14	1314833 THROMBOPLAST TIMEPTT	1	188.77	188.77	85730
9/25/14	1314833 THROMBOPLAST TIMEPTT	1-	188.77	188.77CR	85730
9/25/14	1314833 THROMBOPLAST TIMEPTT	1	188.77	188.77	85730
9/25/14	1314843 CULTURE BLOOD BACTER	1	301.12	301.12	87040
9/25/14	1314843 CULTURE BLOOD BACTER	1	301.12	301.12	87040
9/25/14	1314851 CULT AEROBIC IDENTIF	1	70.20	70.20	87077
9/25/14	1314854 CULT URINE-COLONY CT	1	113.89	113.89	87086
9/25/14	1314881 MICROBE SUSCEPT MIC	1	70.20	70.20	87186
9/25/14	1315022 UA, AUTO W-SCOPE	1	282.38	282.38	81001
9/25/14	1315157 VENIPUNCTURE,ROUTINE	1	57.74	57.74	36415
9/25/14	1315157 VENIPUNCTURE,ROUTINE	1	57.74	57.74	36415
9/25/14	1315157 VENIPUNCTURE,ROUTINE	1	57.74	57.74	36415
9/25/14	1315157 VENIPUNCTURE,ROUTINE	1-	57.74	57.74CR	36415
9/25/14	1315157 VENIPUNCTURE,ROUTINE	1-	57.74	57.74CR	36415
9/25/14	1612286 CH-CHEST IV	1	430.61	430.61	71010
9/25/14	1630009 CT-ABD PELVIS WWO	1	10155.47	10155.47	74178
9/24/14	1913225 COMPREHENSIVE ED VST	1	6649.57	6649.57	99285
9/24/14	1913225 COMPREHENSIVE ED VST	1-	6649.57	6649.57CR	99285
9/25/14	1913225 COMPREHENSIVE ED VST	1	6649.57	6649.57	99285
9/25/14	1913249 INJECTION IV PUSH	1	336.29	336.29	96374
9/25/14	1913249 INJECTION IV PUSH	1-	336.29	336.29CR	96374
9/25/14	1913257 IV HYDRAT EA ADD HR	1	198.14	198.14	96361
9/25/14	1913258 THERA EA AD IV PUSH	3	308.93	926.79	96375
9/25/14	1913259 IV THERAPY DX 1 HR	1	733.29	733.29	96365
9/25/14	2811240 LOCM 300-399MG/ML ML	200	7.80	1560.00	Q9967

ROA 0559

CAROLINAS HOSPITAL SYSTEM  
805 PAMPLICO HWY  
FLORENCE SC  
29505-6050  
843-674-5000

ROA 0560

PATIENT NAME  
EVANS STEPHEN M

ACCOUNT NO.  
3716257

ADMIT DATE DIS. DATE  
9/24/14 9/27/14

PAGE  
4

552948 GUARANTOR NAME/ADDR.  
EVANS STEPHEN M  
121 CLYDE MCGEE RD LOT 7  
TIMMONSVILLE SC 29161

F/C INS. CO/PLANS  
B BC OUT OF STATE

POLICY #  
HFM3HZN52872220

AGE  
46

DR. NAME  
OKELLY PETER PIUS

CHRG CODE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	CPT CODE
-----------	-------------	-----	------------	--------	----------

** SUMMARY OF CHARGES **					
** TOTAL CHARGES **				56171.92	
** TOTAL PAYMENTS **				4492.80CR	
** TOTAL ADJUSTMENTS **				50405.92CR	
** TOTAL AMOUNT DUE **				1273.20	

ROA 0560

ROA 0561

Billing Summary: EVANS, STEPHEN M #457739 (E#420119)

**CAROLINAS  
MEDICAL  
ALLIANCE, INC.**

printed 01/26/2015 12:00 PM

CAROLINAS MEDICAL  
ALLIANCE, INC.  
PO BOX 11271  
BELFAST, ME 04915-4003  
billing phone: (866) 949-1433

GUARANTOR NAME AND ADDRESS  
STEPHEN M EVANS  
121 CLYDE MCGEE RD LOT 7  
TIMMONSVILLE, SC 29161

PATIENT # PATIENT NAME  
457739 STEPHEN M EVANS  
DOB HOME TELEPHONE  
02/02/1968 (843) 340-7699

*What pt  
is responsible  
↓  
for*

Billing Summary

Claim ID	Procedure	Date of Service	Post Date	Type	Reason	Plan	Supervising Provider	Ins. 1	Ins. 2	Patient
Claim ID <u>453252</u>										
<u>453252</u>	81003,QW	09/24/2014	09/25/2014	CHARGE	81003,QW	BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$8.00		
<u>453252</u>	81003,QW	09/24/2014	10/08/2014	ADJUSTMENT	GLOBAL (33981)	BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-8.00		
						OUTSTANDING		\$0.00	\$0.00	\$0.00
<u>453252</u>	99243	09/24/2014	09/25/2014	CHARGE	99243	BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$297.00		
<u>453252</u>	99243	09/24/2014	10/08/2014	PAYMENT	ACH *****7803	BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-70.00		
<u>453252</u>	99243	09/24/2014	10/08/2014	ADJUSTMENT	CONTRACTUAL (34999)	BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-192.00		
<u>453252</u>	99243	09/24/2014	09/25/2014	TRANSFERIN	COPAY	PATIENT	PETER O'KELLY	\$-35.00		\$35.00
<u>453252</u>	99243	09/24/2014	09/25/2014	PAYMENT	UNAPPLIED	PATIENT	PETER O'KELLY			\$-35.00
						OUTSTANDING		\$0.00	\$0.00	\$0.00
Claim ID <u>454456</u>										
<u>454456</u>	52001	09/25/2014	09/26/2014	CHARGE	52001	BCBS-SC: OUT OF	PETER O'KELLY	\$697.00		
				<b>ROA 0561</b>						

ROA 0562

<u>454456</u>	52001	09/25/2014	10/08/2014	ADJUSTMENT	CONTRACTUAL (34999)	STATE - BLUE CARD BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-533.00			
<u>454456</u>	52001	09/25/2014	10/08/2014	TRANSFERIN	DEDUCTIBLE	PATIENT	PETER O'KELLY	\$-164.00	\$164.00		
<u>454456</u>	52001	09/25/2014	12/06/2014	PAYMENT	UNAPPLIED	PATIENT	PETER O'KELLY			\$-35.00	
<u>454456</u>	52001	09/25/2014	01/24/2015	PAYMENT	UNAPPLIED	PATIENT	PETER O'KELLY			\$-35.00	
								OUTSTANDING	\$0.00	\$0.00	\$94.00
<b>Claim ID 461467</b>											
<u>461467</u>	81002	10/06/2014	10/06/2014	CHARGE	81002	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$24.00			
<u>461467</u>	81002	10/06/2014	10/16/2014	PAYMENT	ACH .....5038	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-5.17			
<u>461467</u>	81002	10/06/2014	10/16/2014	ADJUSTMENT	CONTRACTUAL (34999)	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-18.50			
<u>461467</u>	81002	10/06/2014	10/16/2014	TRANSFERIN	COINSURANCE	PATIENT	PETER O'KELLY	\$-0.33	\$0.33		
								OUTSTANDING	\$0.00	\$0.00	\$0.33
<u>461467</u>	99214,25	10/06/2014	10/06/2014	CHARGE	99214,25	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$255.00			
<u>461467</u>	99214,25	10/06/2014	10/16/2014	PAYMENT	ACH .....5038	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-75.00			
<u>461467</u>	99214,25	10/06/2014	10/16/2014	ADJUSTMENT	CONTRACTUAL (34999)	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-145.00			
<u>461467</u>	99214,25	10/06/2014	10/06/2014	TRANSFERIN	COPAY	PATIENT	PETER O'KELLY	\$-35.00	\$35.00		
<u>461467</u>	99214,25	10/06/2014	10/06/2014	PAYMENT	COPAY CASH	PATIENT	PETER O'KELLY			\$-35.00	
								OUTSTANDING	\$0.00	\$0.00	\$0.00
<b>Claim ID 495319</b>											
<u>495319</u>	81003,QW	11/19/2014	11/20/2014	CHARGE	81003,QW	BCBS- SC: OUT OF STATE -	PETER O'KELLY	\$8.00			

ROA 0562

<u>495319</u>	81003,QW	11/19/2014	12/03/2014	PAYMENT	ACH *****6490	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-3.20				
<u>495319</u>	81003,QW	11/19/2014	12/03/2014	ADJUSTMENT	CONTRACTUAL (34999)	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-4.80				
<u>495319</u>	99214,25	11/19/2014	11/20/2014	CHARGE	99214,25	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$255.00	OUTSTANDING	\$0.00	\$0.00	\$0.00
<u>495319</u>	99214,25	11/19/2014	12/03/2014	PAYMENT	ACH *****6490	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-110.00				
<u>495319</u>	99214,25	11/19/2014	12/03/2014	ADJUSTMENT	CONTRACTUAL (34999)	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-145.00				
Claim ID <u>515966</u>									OUTSTANDING	\$0.00	\$0.00	\$0.00
<u>515966</u>	99214	12/17/2014	12/18/2014	CHARGE	99214	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$255.00				
<u>515966</u>	99214	12/17/2014	12/31/2014	PAYMENT	ACH *****5388	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-110.00				
<u>515966</u>	99214	12/17/2014	12/31/2014	ADJUSTMENT	CONTRACTUAL (34999)	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-145.00				
Claim ID <u>537541</u>									OUTSTANDING	\$0.00	\$0.00	\$0.00
<u>537541</u>	81003,QW	01/20/2015	01/21/2015	CHARGE	81003,QW	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$8.00				
<u>537541</u>	99213,25	01/20/2015	01/21/2015	CHARGE	99213,25	BCBS- SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$172.00	OUTSTANDING	\$8.00	\$0.00	\$0.00

ROA 0563

ROA 0564

Claim ID	Account	Start Date	End Date	Transaction Type	Amount	Payment Method	Card Type	Member Name	Balance	Outstanding	Outstanding	Outstanding
<u>495319</u>	81003,QW	11/19/2014	12/03/2014	PAYMENT		ACH *****6490	BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-3.20			
<u>495319</u>	81003,QW	11/19/2014	12/03/2014	ADJUSTMENT	CONTRACTUAL (34999)		BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-4.80			
							OUTSTANDING		\$0.00	\$0.00	\$0.00	
<u>495319</u>	99214,25	11/19/2014	11/20/2014	CHARGE	99214,25		BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$255.00			
<u>495319</u>	99214,25	11/19/2014	12/03/2014	PAYMENT		ACH *****6490	BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-110.00			
<u>495319</u>	99214,25	11/19/2014	12/03/2014	ADJUSTMENT	CONTRACTUAL (34999)		BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-145.00			
							OUTSTANDING		\$0.00	\$0.00	\$0.00	
Claim ID <u>515966</u>												
<u>515966</u>	99214	12/17/2014	12/18/2014	CHARGE	99214		BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$255.00			
<u>515966</u>	99214	12/17/2014	12/31/2014	PAYMENT		ACH *****5388	BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-110.00			
<u>515966</u>	99214	12/17/2014	12/31/2014	ADJUSTMENT	CONTRACTUAL (34999)		BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$-145.00			
							OUTSTANDING		\$0.00	\$0.00	\$0.00	
Claim ID <u>537541</u>												
<u>537541</u>	81003,QW	01/20/2015	01/21/2015	CHARGE	81003,QW		BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$8.00			
							OUTSTANDING		\$8.00	\$0.00	\$0.00	
<u>537541</u>	99213,25	01/20/2015	01/21/2015	CHARGE	99213,25		BCBS-SC: OUT OF STATE - BLUE CARD	PETER O'KELLY	\$172.00			

ROA 0564

**ROA 0565**

OUTSTANDING	\$172.00	\$0.00	\$0.00
TOTAL CHARGE OUTSTANDING AS OF 01/26/2015	\$180.00	\$0.00	\$94.33

**ROA 0565**

COLUMBIA

CHARLESTON

FLORENCE

GREENVILLE

ROA 0566

Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)  
POST OFFICE BOX 11889 (29211-1889)  
COLUMBIA, SOUTH CAROLINA  
TELEPHONE 803.779.3080  
FACSIMILE 803.765.1243  
WEBSITE [www.hsblawfirm.com](http://www.hsblawfirm.com)

JOHN C. BRUTON, JR.  
EMAIL [jbruton@hsblawfirm.com](mailto:jbruton@hsblawfirm.com)

March 2, 2015

Kevin M. Barth, Esq.  
Barth, Ballenger & Lewis  
P.O. Box 107  
205 North Irby Street, Florence, SC 29501  
Florence, SC 29503

Re: Stephen Evans v. Nan Ya Plastics Corp.  
Date of Loss: 9/04/2014  
WCC File No.: 1413115  
HSB File No. 01973.0721

Dear Kevin:

I hope this letter finds you well.

This is in follow up to my several emails of last week regarding the above matter.

I have spoken with Dr. Peter O'Kelly's scheduling assistant and she told me that Dr. O'Kelly had some time available on the afternoon of March 30 for his deposition. Therefore, I am enclosing with this letter Notice of Taking Deposition of Peter P. O'Kelly, M.D., FASC, scheduled for Monday, March 30, 2015, at 2:00 p.m. at Dr. O'Kelly's office in Florence.

I hope this date and time will work for you as it has been very difficult for us to find a time that Dr. O'Kelly could give a deposition.

Please call me if you have any questions. Thanks.

With kind regards, I remain

Very truly yours,



John C. Bruton, Jr.

JCB/r/pgl  
Enclosures

ROA 0566

COLUMBIA

CHARLESTON

FLORENCE

GREENVILLE

ROA 0567

Haynsworth  
Sinkler Boyd, PA

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)  
POST OFFICE BOX 11889 (29211-1889)  
COLUMBIA, SOUTH CAROLINA  
TELEPHONE 803.779.3080  
FACSIMILE 803.765.1243  
WEBSITE www.hsblawfirm.com

JOHN C. BRUTON, JR.  
EMAIL jbruton@hsblawfirm.com

March 24, 2015

Kevin M. Barth, Esq.  
Barth, Ballenger & Lewis  
P.O. Box 107  
205 North Irby Street, Florence, SC 29501  
Florence, SC 29503

Re: Stephen Evans v. Nan Ya Plastics Corp.  
Date of Loss: 9/04/2014  
WCC File No.: 1413115  
HSB File No. 01973.0721

Dear Kevin:

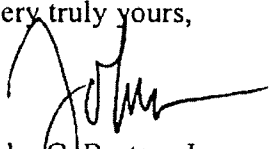
I hope you're doing well.

As you know, we have scheduled Peter O'Kelly, M.D.'s deposition for Monday, March 30, 2015 at 2:00 p.m.

You may already have copies of Mr. Evans' medical records, however, I am enclosing a CD containing his records (at least what I have) from Carolinas Hospital and Carolinas Urology that I plan to show to the witness for questioning.

With kind regards, I remain

Very truly yours,

  
John C. Bruton, Jr.

JCBjrbgl  
Enclosures

ROA 0567

# Barth, Ballenger & Lewis, LLP

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bbhlawfirm.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

---

Michael Ballenger (Retired)

June 8, 2015

SC Workers' Compensation Commission  
Division of Claims  
P.O. Box 1715  
Columbia, SC 29202

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

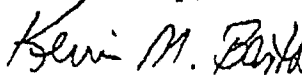
Dear Sir/Madam:

Enclosed herewith, please find my Form 50 requesting a hearing in regard to the above matter, along with the appropriate filing fee.

By copy of this letter, I am serving the Form 50 on John C. Bruton, Jr., attorney for the employer/carrier.

With best regards, I am

Sincerely,



Kevin M. Barth  
kbarth@hbbh.net

KMB/chg  
enclosure  
cc: John C. Bruton, Jr.

Haynsworth  
Sinkler Boyd, PA

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)  
POST OFFICE BOX 11889 (29211-1889)  
COLUMBIA, SOUTH CAROLINA  
TELEPHONE 803.779.3080  
FACSIMILE 803.765.1243  
WEBSITE www.hsblawfirm.com

JOHN C. BRUTON, JR.  
EMAIL jbruton@hsblawfirm.com

August, 24, 2015

Kevin M. Barth, Esq.  
Barth, Ballenger & Lewis  
P.O. Box 107  
205 North Irby Street, Florence, SC 29501  
Florence, SC 29503

Re: Stephen Evans v. Nan Ya Plastics Corp.  
Date of Loss: 9/04/2014  
WCC File No.: 1413115  
HSB File No. 01973.0721

Dear Kevin:

I hope you're doing well.

Per our emails of last week and as part of our interim settlement of the Evans claim, please find enclosed the following checks I received from Gallagher Bassett Services, Inc.:

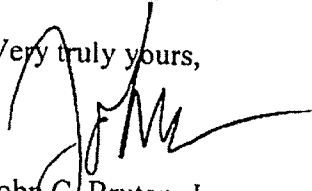
- Gallagher Bassett Services Inc. Check No. 0121142128 in the amount of \$563.59 representing payment of TTD underpayment (3/27/15 – 4/9/15); and
- Gallagher Bassett Services, Inc. Check No. 0121142127 in the amount of \$345.00 representing payment of mileage expense (1/21/15 – 3/24/15)

Please forward these checks to Mr. Evans at your earliest convenience.

We are looking into scheduling an office visit for Mr. Evans with Columbia Neurosurgery in an attempt to move this claim towards a final resolution. Please call me if you have any questions.

With kind regards, I remain

Very truly yours,



John C. Bruton, Jr.

JCBjr/pgl  
Enclosures

GALLAGHER BASSETT-CHARLOTTE  
8731 RED OAK BLVD  
SUITE 240  
CHARLOTTE NC 28217-4062

ROA 0570

PAGE 1 OF 1

0100858 01 RE 0.436 \*\*AUTO T4 0 1661 29211 -P00858



JOHN BRUTON  
HAYNSWORTH SINKLER BOYD  
P.O. BOX 11889  
COLUMBIA SC 29211-1889

Visit [www.mygbelaim.com](http://www.mygbelaim.com) to obtain up-to-the-minute claim status and payment information 24 hours per day, 7 days per week.

DIRECT INQUIRIES TO:

PHONE: 1-704-547-1586  
GALLAGHER BASSETT-CHARLOTTE  
8731 RED OAK BLVD  
SUITE 240  
CHARLOTTE NC 28217-4062

FORMOSA PLASTICS CORPORATION  
USA

REJ100858-0001\_of\_0001 1661-0000841 (G26D)

CLAIM NO. 002848 001824 WC 01

BRANCH NO. 059

CHECK NO. 0121142128

CLAIMANT: STEPHEN EVANS

ACC. DATE 04-Sep-2014

VN. 0000085889

DESCRIPTION: PAYMENT OF TTD UNDERPAYMENT 3/27-4/9

DATE: 19-Aug-2015

PAYMENT AMOUNT: \$563.59

BENEFIT PERIOD: 27-Mar-2015 TO 09-Apr-2015



DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 0121142128 ATTACHED BELOW

GALLAGHER BASSETT SERVICES INC ON BEHALF OF NATIONAL UNION  
FIRE INS CO

CHECK NO. 0121142128

CLAIM NO. 002848 001824 WC 01 (2028)

BRANCH NO.: 059

VN. 0000085889

DATE: 08/19/2015

Five Hundred Sixty-three and 59/100 Dollars

62-20  
311

PAY TO THE ORDER OF: STEPHEN EVANS  
121 CLYDE MCGEE RD LOT 7  
TIMMONSVILLE SC 29161-7746

\$\$\$\$\$\$\$\$\$\$\$\$563.59

NOT VALID AFTER 90 DAYS

*Lawrence Grayson*  
AUTHORIZED SIGNATURE

Citibank  
Citibank N A  
Processed by Citibank  
ROA 0570

⑈0 1 2 1 1 4 2 1 2 8 ⑈ ⑆03 1 100 20 9⑆ 400 7 4 90 1 ⑈

GALLAGHER BASSETT-CHARLOTTE  
8731 RED OAK BLVD  
SUITE 240  
CHARLOTTE NC 28217-4062

ROA 0571

PAGE 1 OF 1

0100857 01 RE 0.436 \*\*AUTO T4 0 1661 29211 -P00857



JOHN BRUTON  
HAYNESWORTH SINKLER BOYD, P.A  
P.O. BOX 11889  
COLUMBIA SC 29211-1889

Visit [www.mygbclaim.com](http://www.mygbclaim.com) to obtain up-to-the-minute claim status and payment information 24 hours per day, 7 days per week.

DIRECT INQUIRIES TO:

PHONE: 1-704-547-1586  
GALLAGHER BASSETT-CHARLOTTE  
8731 RED OAK BLVD  
SUITE 240  
CHARLOTTE NC 28217-4062

FORMOSA PLASTICS CORPORATION  
USA

RE100857-0001\_of\_00011661-0000940 (G26D)

CLAIM NO. 002848 001824 WC 01

BRANCH NO. 059

CHECK NO. 0121142127

CLAIMANT: STEPHEN EVANS

ACC. DATE 04-Sep-2014

VN. 0000085890

DESCRIPTION: MILEAGE 01/21-3/24

DATE: 19-Aug-2015

DATE OF SERVICE: 21-Jan-2015 TO 24-Mar-2015

PAYMENT AMOUNT: \$345.00

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 0121142127 ATTACHED BELOW

GALLAGHER BASSETT SERVICES INC ON BEHALF OF NATIONAL UNION  
FIRE INS CO

CHECK NO. 0121142127

CLAIM NO. 002848 001824 WC 01 (2028)

BRANCH NO.: 059

VN. 0000085890

DATE: 08/19/2015

Three Hundred Forty-five and 00/100 Dollars

62-20  
311

PAY TO THE ORDER OF: STEPHEN EVANS  
121 CLYDE MCGEE RD LOT 7  
TIMMONSVILLE SC 29161-7746

\$\$\$\$\$\$\$\$\$\$\$\$\$345.00

NOT VALID AFTER 90 DAYS

*Lawrence G. Simpson*  
AUTHORIZED SIGNATURE

Citibank  
Citibank N.A.  
Processed by Citibank  
ROA 0571

0012142127 031600209 40074901



# Barth, Ballenger & Lewis, LLP

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: [bblawsc.com](http://bblawsc.com)

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

---

Michael Ballenger (Retired)

October 30, 2015

John C. Bruton, Jr.  
P.O. Box 11889  
Columbia, SC 29211-1889

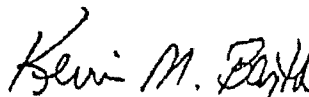
Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

Dear John:

Enclosed, please find a copy of the IME report from Dr. Storick at Columbia Neurosurgical. He has recommended a spine surgical evaluation of the neck and back. We are requesting that this evaluation be scheduled for Mr. Evans as soon as possible.

I look forward to hearing from you and with best regards, I am

Sincerely,



Kevin M. Barth  
[kbarth@hbbh.net](mailto:kbarth@hbbh.net)

KMB/chg  
enclosure  
cc: Steven Evans

Haynsworth  
Sinkler Boyd, PA.

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)  
POST OFFICE BOX 11889 (29211-1889)  
COLUMBIA, SOUTH CAROLINA  
TELEPHONE 803.779.3080  
FACSIMILE 803.765.1243  
WEBSITE [www.hsblawfirm.com](http://www.hsblawfirm.com)

JOHN C. BRUTON, JR.  
EMAIL [jbruton@hsblawfirm.com](mailto:jbruton@hsblawfirm.com)

**VIA FEDERAL EXPRESS**

May 3, 2016

Kevin M. Barth, Esq.  
Barth, Ballenger & Lewis  
205 North Irby Street  
Florence, SC 29503

Re: Stephen Evans v. Nan Ya Plastics Corp.  
Date of Loss: 9/04/2014  
WCC File No.: 1413115  
HSB File No. 01973.0721

Dear Kevin:

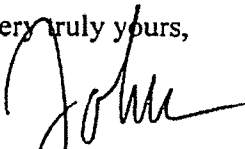
Pursuant to the agreement of settlement made in the above matter, I am enclosing the following:

- Gallagher Bassett Services, Inc. Check No. 0127472303 payable to Kevin M. Barth and Stephen Evans in the amount of \$100,000.00;
- Form 19 Status Report and Compensation Receipt, in triplicate, to be executed by your client and returned to our office; and
- Final Lump Sum Agreement and Release, in triplicate, to be dated and executed by you and your client before returning the same to our office.

Please forward the three executed Settlement Agreement and Release documents (along with Form 19s) to our office so that they may be filed with the Workers' Compensation Commission before negotiation of the check.

With kind regards, I remain

Very truly yours,

  
John C. Bruton, Jr.

JCBjr/pgl  
Enclosures

GALLAGHER BASSETT-CHARLOTTE  
8731 RED OAK BLVD  
SUITE 240  
CHARLOTTE NC 28217-4062

ROA 0574

PAGE 1 OF 1

0100752 01 RE 0.416 \*\*AUTO T6 0 1581 29211 -P00752



JOHN BRUTON  
HAYNESWORTH SINKLER BOYD, PA  
P.O. BOX 11889  
COLUMBIA SC 29211-1889

DIRECT INQUIRIES TO:

PHONE: 1-704-547-1586  
GALLAGHER BASSETT-CHARLOTTE  
8731 RED OAK BLVD  
SUITE 240  
CHARLOTTE NC 28217-4062

GALLAGHER BASSETT SERVICES INC ON BEHALF OF NATIO  
FIRE INS CO

CLAIM NO. 002848 001824 WC 01      BRANCH NO. 059      CHECK NO. 0127472303  
CLAIMANT: STEPHEN EVANS      ACC. DATE 04-Sep-2014      VN. 0000088800  
DESCRIPTION: PAYMENT FULL/FINAL      DATE: 26-Apr-2016  
PAYMENT AMOUNT: \$100,000.00  
BENEFIT PERIOD: 19-Apr-2016 TO 19-Apr-2016

RE0100752-0001...of\_0001 1581-0000823 (G26D)



DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK NO. 0127472303 ATTACHED BELOW

GALLAGHER BASSETT SERVICES INC ON BEHALF OF NATIONAL UNION  
FIRE INS CO

CHECK NO. 0127472303

VN. 0000088800

CLAIM NO. 002848 001824 WC 01 (2028)      BRANCH NO.: 059

DATE: 04/26/2016

One Hundred Thousand and 00/100 Dollars

62-20  
311

PAY TO THE ORDER OF: KEVIN M. BARTH & STEPHEN EVANS  
BARTH, BALLENGER & LEWIS  
P.O. BOX 107  
FLORENCE SC 29503

\$\$\$\$\$\$\$\$\$100,000.00

NOT VALID AFTER 90 DAYS

*Donna M. Katz*  
AUTHORIZED SIGNATURE

Citibank  
Citibank N A  
Processed by Citibank  
ROA 0574

0127472303 031100209 4007490

**South Carolina Workers' Compensation Commission**  
P.O. Box 1715 1612 Marion Street  
Columbia, South Carolina 29202-1715  
(803) 737-5700

WCC File # 1413115 **ROA 0575**  
Carrier File # 002848-001824-WC-01  
Carrier Code # 00143  
Employer FEIN 223009119

<b>Stephen Evans</b>				<b>Nan Ya Plastics Corp</b>			
Claimant's Name		SSN		Employer's Name			
<u>1556 W. OLD NO 4 HWY SCRANTON SC 29591</u>				<u>140 E. Beullah Road Lake City Sc 29560</u>			
Address	City	State	Zip	Address	City	State	Zip
Home Phone # <u>843-858-1496</u>		Work Phone #		Insurance Carrier <u>Gallagher Bassett Services</u>			
Preparer's Name <u>Brenda Gay</u>				Phone # <u>704-405-6687</u>			

Compensation Paid:	Number of Weeks	From	To	Amount
1. Number of weeks T.T. ....	<u>87 1/7</u>	<u>9/5/2014</u>	<u>5/5/2016</u>	\$ <u>49,032.33</u>
2. Number of weeks T.P. ....	_____	_____	_____	\$ _____
3. Number of weeks P.P. ....	_____	_____	_____	\$ _____
4. Disfigurement .....	_____	_____	_____	\$ _____
5. Agreement and Final Release .....	_____	_____	_____	\$ <u>100,000.00</u>
Total Compensation Paid .....				\$ <u>149,032.33</u>
6. Total Medical Benefits* Paid .....	_____	_____	_____	\$ <u>45,326.35</u>
7. Funeral Benefits .....	_____	_____	_____	\$ _____

Case Denied Date of Injury: 09/04/2014  
month day year

By signing this receipt, I acknowledge that I have received the compensation shown above.

By: \_\_\_\_\_ By: \_\_\_\_\_ Date: 05/03/2016  
Claimant Employer's Representative

Print or type the name of the person, other than the claimant, receiving benefits and sign below.

By: \_\_\_\_\_

**Report of additional Fees and Recoupment**

- A. Carrier Reimbursement by Third Party ..... \$ \_\_\_\_\_
- B. Attorney's Fee Paid by Employer ..... \$ \_\_\_\_\_
- C. Attorney's Fee Paid by Claimant ..... \$ \_\_\_\_\_  
(Non contingent fees, only)

File this form with the Claims Department according to R.67-414 and R.67-1204. A person, other than the claimant, receiving benefits should sign on the line provided. \*Do not include as medical costs fees paid for expert testimony, fees for determining carrier's liability, costs of autopsy, birth and death certificates and impartial examination. Form 19 must be filed within sixteen days of final payment of compensation. Form 19 must be filed when a claim is denied.

BEFORE THE  
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Stephen Evans,  
Employee/Claimant,

vs.

Nan Ya Plastics,  
Employer,

and

New Hampshire Insurance Company,  
Carrier,  
Defendants.

WCC File No.: 1413115

**FINAL LUMP SUM  
AGREEMENT AND RELEASE**

The Claimant, Stephen Evans, while in the employ of Nan Ya Plastics, Employer, alleges he sustained an injury including, but not limited to, his head, neck back, shoulder and legs in an accident arising out of and in the course of his employment on or about September 4, 2014, in the County of Florence, State of South Carolina. The Defendants do not agree that all of the Claimant's current injuries and/or medical problems were sustained from an injury arising during the course and scope of Mr. Evans' employment on or about September 4, 2014 and deny that he is entitled to workers' compensation benefits as to certain of these alleged medical problems. However, the parties wish to enter into this Agreement as a compromise to avoid and/or minimize all further expenses and litigation, and to terminate all controversies and/or all claims related thereto. At the time of the accident aforementioned, the Claimant and the Employer were subject to the Workers' Compensation Law of South Carolina (hereinafter called "Act") and the Carrier was the Employer's insurer ("Defendants") under said Act.

Following said accident, the Defendants paid temporary total compensation for Eighty-Seven (87 1/7) weeks and one day in the amount of Forty Nine Thousand Thirty-Two and 33/100 Dollars (\$49,032.33).

In addition to the temporary total disability benefits, the Defendants paid for or on behalf of the Claimant, medical costs or expenses in the amount of Forty-Five Thousand Three Hundred Twenty-Six and 35/100 Dollars (\$45,326.35).

Disputes exist between the parties as to Claimant's entitlement to further medical care, payments of temporary disability compensation, and the extent of any causally related permanent disability and/or disfigurement. The parties hereto now advise that, in view of the aforementioned disputes, an agreement has been reached to settle this matter in its entirety, said agreement to be filed with the South Carolina Workers' Compensation Commission.

Under the proposed settlement, the Defendants have agreed to pay, and the Claimant has agreed to accept, the additional sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) in full settlement and satisfaction of every liability under the Act and otherwise growing out of or in any way connected with said injury by accident occurring on or about September 4, 2014, as well as any other injury by accident sustained by the Claimant while an employee of Nan Ya Plastics, prior to the date of this Agreement.

As an integral part of this settlement agreement, it is expressly understood and agreed that the Defendants have paid all medical expenses for which they are liable. It is, further, understood and agreed that the Claimant is responsible for any and all further medical expenses of whatsoever nature, and the Defendants shall have no liability therefor (unless there are expenses for authorized medical treatment that have not yet been paid).

The Claimant hereby asserts that he has been fully advised of all of his rights under the South Carolina Workers' Compensation Act, and is of the opinion that the proposed settlement is reasonable and fair, and in this opinion the Claimant's attorney, Kevin M. Barth, concurs. The Claimant hereby asserts that he recognizes that his consent to, and the approval of, this settlement is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act, growing out of, or in any way connected with, the aforesaid injury by accident occurring on or about September 4, 2014, or any other injury by accident at any other time while the Claimant was an employee of Nan Ya Plastics, prior to the date of this Agreement.

Claimant represents and stipulates that Medicare has not paid any medical bills whatsoever, whether associated with the claim or otherwise, because Claimant is not a Medicare beneficiary and is not Medicare eligible. Accordingly, the Defendants rely upon Claimant's representation that Medicare has not made any payment for medical care on behalf of Claimant and there is no possible Medicare conditional payment issue. Claimant further represents that he has not applied for Social Security benefits, is 49 years of age and does not have end stage renal disease.

In consideration of the above representations and the payment to the Claimant as referenced above, the Claimant agrees to defend, hold harmless, and indemnify Defendants from and against all Medicare liens, claims, or penalties arising out of or relating in any way to this settlement, the payment to Claimant described hereinabove, or Medicare reporting requirements. The extent of this indemnity obligation of the Claimant shall be limited to the total amount of settlement payment to the Claimant described hereinabove.

NOW, THEREFORE, in consideration of the payment to the Claimant of the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to the authorized medical benefits which have been heretofore provided, and in further consideration of the mutual covenants, stipulations, and releases herein contained, the Claimant hereby releases and discharges the Employer and Carrier, and binds Claimant's heirs, executors, administrators, dependents, next of kin, privies, and assigns under the Act and at Common Law and agrees to release, discharge, defend, and indemnify the Employer, the Carrier, and their respective agents, servants, insurers, physicians, privies, and their successors, from any and all debts, claims, demands, causes of action, rights of action, and liabilities whatsoever of any injury sustained by the Claimant while in the Employer's employ on or about September 4, 2014, or at any other time, prior to the date of this Agreement and including, but not limited to, any right which the Claimant might otherwise have to demand employment or benefits for disability, disfigurement, bodily impairment, medical treatment, medicine or drugs, lost time or death, under the Act or at Common Law and specifically including any right which Claimant might otherwise have to demand further benefits by way of compensation or medical care under the Act because of a change in condition hereinafter (which is expressly waived, released and renounced) whether or not arising out of, or directly or indirectly in any way conceivably attributable to Claimant's injury by accident as aforesaid, or any other injury while in the employ of Nan Ya Plastics, prior to the date of this Agreement, and each and every consequence thereof, whether known or unknown.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed  
as of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kevin M. Barth  
Attorney for Claimant

\_\_\_\_\_  
Stephen Evans  
Claimant

Nan Ya Plastics, Employer, and New  
Hampshire Insurance Company, Carrier

\_\_\_\_\_  
Witness as to Employer and Carrier

By: \_\_\_\_\_  
John C. Bruton, Jr.  
Attorney for Employer and Carrier

# Barth, Ballenger & Lewis, LLP

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bblawsc.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

Michael Ballenger (Retired)

May 13, 2016

John C. Bruton, Jr.  
P.O. Box 11889  
Columbia, SC 29211-1889

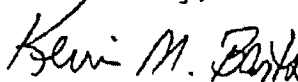
Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

Dear John:

Enclosed, please find the settlement documents and check in the above matter. I am very sorry that Mr. Evans has now refused to accept the settlement offer. Per his instructions, I will be filing a Form 50 to have his surgery approved.

With best regards, I am

Sincerely,



Kevin M. Barth  
kbarth@hbbh.net

KMB/chg  
enclosure

# Barth, Ballenger & Lewis, LLP

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bblawsc.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

Michael Ballenger (Retired)

June 1, 2016

John C. Bruton, Jr.  
P.O. Box 11889  
Columbia, SC 29211-1889

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

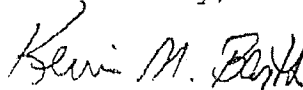
Dear John:

Enclosed, please find a Consent Order Relieving Counsel with regard to the above matter. Mr. Evans picked up his file from my office yesterday and indicated that he no longer wished for me to continue representing him. I would appreciate you signing the Consent Order and returning it to me in the envelope provided.

Please also be advised that pursuant to the Fee Contract that Mr. Evans signed, a copy of which is enclosed, I have a lien on any recovery he may receive in the amount of \$33,761.30 (\$33,333.33 as my 1/3 of the \$100,000 offer plus \$427.97 in costs). Please consider this letter as formal notice of my lien in this matter.

With best regards, I am

Sincerely,



Kevin M. Barth  
kbarth@hbbh.net

KMB/chg  
enclosure

BEFORE THE SOUTH CAROLINA  
WORKER'S COMPENSATION COMMISSION

WCC FILE NO.: 1413115

Stephen Evans,	)
	)
Claimant,	)
v.	)
	)
Nan Ya Plastics Corp.,	)
	)
Employer,	)
	)
and	)
	)
Gallagher Bassett Services,	)
	)
Carrier.	)
_____	)

**CONSENT ORDER  
RELIEVING COUNSEL**

It appears to the Court that the Claimant no longer desires to use the services of Kevin M. Barth as his attorney, and that Kevin M. Barth, as attorney for Claimant, hereby consents to being relieved as counsel. It is therefore,

ORDERED, ADJUDGED AND DECREED that Kevin M. Barth be hereby relieved as counsel for Claimant and that he be relieved of any further obligation or responsibility in regard to the within action.

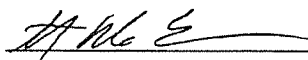
AND IT IS SO ORDERED!


\_\_\_\_\_  
SC Workers' Compensation  
Commissioner

Columbia, South Carolina

\_\_\_\_\_, 2016

WE CONSENT TO THE TERMS OF THIS ORDER:

  
\_\_\_\_\_  
Stephen Evans  
Claimant

  
\_\_\_\_\_  
Kevin M. Barth

\_\_\_\_\_  
John C. Bruton, Jr.  
Attorney for Employer/Carrier

Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

1201 MAIN STREET, 22ND FLOOR (29201-3226)  
POST OFFICE BOX 11889 (29211-1889)  
COLUMBIA, SOUTH CAROLINA  
TELEPHONE 803.779.3080  
FACSIMILE 803.765.1243  
WEBSITE www.hsblawfirm.com

JOHN C. BRUTON, JR.  
EMAIL jbruton@hsblawfirm.com

June 17, 2016

Kevin M. Barth, Esq.  
Barth, Ballenger & Lewis  
P.O. Box 107  
205 North Irby Street, Florence, SC 29501  
Florence, SC 29503

Re: Stephen Evans v. Nan Ya Plastics Corp.  
Date of Loss: 9/04/2014  
WCC File No.: 1413115  
HSB File No. 01973.0721

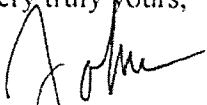
Dear Kevin:

I hope you're doing well.

Please find enclosed Consent Order Relieving Counsel in connection with the above-referenced matter which I have signed.

With kind regards, I remain

Very truly yours,



John C. Bruton, Jr.

JCBjr/pgl  
Enclosures



# Barth, Ballenger & Lewis, LLP

Attorneys At Law  
205 North Irby Street  
Post Office Box 107  
Florence, South Carolina 29503  
Phone: 843-662-6301  
Fax: 843-664-8384  
Web: bblawsc.com

Kevin M. Barth  
E. Guy Ballenger  
Nicholas W. Lewis  
Brendan P. Barth

---

Michael Ballenger (Retired)

June 20, 2016

SC Workers' Compensation Commission  
Claims Dept.  
P.O. Box 1715  
Columbia, SC 29202

Re: Stephen W. Evans v. Nan Ya Plastics  
Case No. 1413115

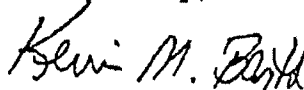
Dear Sir/Madam:

Enclosed herewith, please find an original and one copy of a Consent Order Relieving Counsel in regard to the above matter, along with the \$25.00 filing fee. Please forward the Order to the appropriate Commissioner for his or her consideration and filing and return the filed copy to me in the envelope provided for your convenience.

Should you have any questions or concerns, please do not hesitate to contact me or Christy with my office.

With best regards, I am

Sincerely,



Kevin M. Barth  
kbarth@hbbh.net

KMB/chg  
enclosure  
cc: John C. Bruton, Jr.

**RECEIVED**

**Oct 26 2020**

**SC Court of Appeals**

STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM THE APPELLATE PANEL OF THE  
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

---

W.C.C. File No.: 1413115  
Appellate Case No. 2020-000053

---

Ex Parte: C. Daniel Veg of Chappell, Smith & Arden, PA., .....Appellant,

v.

Kevin M. Barth of Barth, Ballenger, & Lewis LLP, .....Respondent.

In re: Stephen Evans, Employee, .....Claimant,

v.

Nan-ya Plastics Corp. America, Employer and New Hampshire Insurance  
Company, Carrier, ..... Defendants.

---

**CERTIFICATE OF COUNSEL**

---

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,

s/ Desa Ballard

Desa Ballard  
Harvey M. Watson III  
BALLARD & WATSON  
Post Office Box 6338  
West Columbia, South Carolina 29171  
Telephone 803.796.9299  
desab@desaballard.com  
harvey@desaballard.com

ATTORNEYS FOR APPELLANT

October 6, 2020