

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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APPEAL FROM CHARLESTON COUNTY
South Carolina Workers' Compensation Commission **S.C. Supreme Court**

Derrick L. Williams, Hearing Commissioner

Opinion No. 5087 (S.C. Ct. App. filed February 20, 2013)

Willie Lee Simmons, Employee Petitioner,

v.

SC STRONG, Employer and Hartford Underwriters Ins. Co., Carrier
..... Respondents.

JOINT APPENDIX TO WILLIE LEE SIMMONS

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**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM CHARLESTON COUNTY
South Carolina Workers' Compensation Commission**

Derrick L. Williams, Hearing Commissioner

**File No. 1100764
Ct. App. Tracking # 2012207088**

Willie Lee Simmons, Employee, ... Claimant/Appellant,

v.

**SC STRONG, Employer, and Hartford Underwriters Insurance
Company, Carrier Defendants/Respondents.**

RECORD ON APPEAL

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**APPELLATE PANEL
DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO. 1100764**

WILLIE LEE SIMMONS

EMPLOYEE,
CLAIMANT,

-V-

SOUTH CAROLINA STRONG,

ALLEGED EMPLOYER,

AND

HARTFORD UNDERWRITERS INSURANCE CO.

CARRIER,
DEFENDANTS.

AFFIRM WITH AMENDMENT

Appellate Panel Review Hearing held in Columbia,
South Carolina on November 15, 2011 per
notices timely and properly served upon all
parties of interest.

Appellate Panel Decision and Order filed

12/20, 2011.

APPEARANCES:

Claimant represented by
D. Dusty Rhoades, Esquire, Charleston,
South Carolina

Defendants represented by
Kathryn R. Fiehrer, Esquire of Charleston,
South Carolina.

STATEMENT OF THE CASE

The parties were heard by Commissioner Derrick L. Williams on May 25, 2011 in North Charleston, South Carolina. On July 12, 2011, Commissioner Williams issued the following Order:

IT IS, THEREFORE, HEREBY ORDERED that the Claimant's claim for benefits under the Workers' Compensation Act is hereby denied and dismissed with prejudice.

Within the statutory period, the attorney for the Claimant and the attorney for the Defendants filed applications for review in the case setting forth their reasons, copies of which were furnished to all parties prior to Oral Argument, which was presented before the Appellate Panel on November 15, 2011. All proffered testimony has been taken. Such, together with all documentary evidence, has been delivered by Oral Argument to the individual members of the Full Commission and has since been under study and consideration.

By appeal, Claimant respectfully submits the following:

1. Did the single Commissioner err in failing to find as fact and conclude as a matter of law that the Claimant was an employee of the Employer, South Carolina Strong, rather than a volunteer?
2. Did the single Commissioner err in failing to liberally construe law and fact in favor of coverage of the Claimant by the Act?

By appeal, the Defendants respectfully submit the following:

1. Did the Hearing Commissioner err with respect to Finding of Fact No. 6 to the extent that the finding suggests or otherwise indicates that the Claimant was employed by South Carolina Strong, would have been entitled to temporary total disability benefits, or the proper calculation of the average weekly wage and resulting compensation rate?

In an Appellate Review, the Panel shall, pursuant to South Carolina Code Ann. §42-17-50 (1985), review the Award, weigh the evidence as presented at the initial Hearing, and, if good grounds be shown therefore, make its own Findings of Fact and reach its own Conclusions of Law consistent or inconsistent with those of the Hearing Commissioner. After careful review in the instant case, the Appellate Panel of the South Carolina Workers' Compensation Commission, by unanimous vote, has determined that all of the Hearing Commissioner's Findings of Fact and Conclusions of Law are correct as stated with the exception of Finding of Fact No. 6. Accordingly, they shall become, and hereby are, the law of the case with the exception of the omission of Finding of Fact No. 6. The Order is sustained in its entirety.

FINDINGS OF FACT

1. All parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act.
2. Based on the evidence as a whole, we do not find that the Claimant has sustained his burden of proving that he was an employee of South Carolina Strong under the Act. Specifically, the greater weight of the evidence shows that he was a volunteer and/or a gratuitous worker, similar to the Shuler, Kirksey and McCreery cases. (Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994), Shuler v. Tri-County Electric Co-Op., 385 S.C. 470, 684 S.E.2d 765 (SC 2009), and McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130

(1990)). Moreover, the Claimant's Resident Statement, the testimony of John Tecklenberg, and the testimony of John Hamilton support the finding that the Claimant was a volunteer and not an employee.

3. The Claimant failed to prove that he was an employee of South Carolina Strong at the time of his injury due to the fact that he was volunteering his services to South Carolina Strong at the time of this injury (McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds by 303 S.C. 271; 400 S.E.2d. 130 (1990)). Although McCreery was reversed by the Supreme Court, the court stated it was not addressing the Court of Appeals' holding regarding whether a volunteer was covered under the Act.
4. The term "employee" is defined by §42-1-130. This section provides, in part, that an employee is any "person engaged in an employment under any appointment, contract of hire, or apprenticeship, expressed or implied..." The phrase "contract of hire" connotes payment, and a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition. (See A. Larson, *The Law of Workmen's Compensation*, Section 47.41 (1986)). The North Carolina Supreme Court has interpreted the term "employee" under its workers' compensation law as one who works for wages

or salary and has a right to demand payment for services. (McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds, citing Lucas v. Li'l General Stores, 289 N.C. 212, 221 S.E.2d 257 (1976); Lemmerman v. AT Williams Oil Company, 318 N.C. 577, 350 S.E.2d 83 (1986); see also Doe by Doe v. Greenville Hospital System, 323 S.C. 33, 448 S.E.2d 564 (Ct. App. 1994)).

5. The following decisions, Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op., Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994) govern this claim. Pursuant to the Shuler and Kirksey decisions, the Full Commission Appellate Panel hereby finds and concludes that the Claimant was a volunteer and not an "employee" as required pursuant to the South Carolina Workers' Compensation Act. As a result, the Claimant did not have a contract of employment with South Carolina Strong and he is not entitled to workers' compensation benefits.
7. This ruling has no impact on any potential civil remedies that the Claimant may pursue.

8. All benefits under the South Carolina Workers' Compensation Act are hereby denied.

Based upon the Findings of Fact are the following:

CONCLUSIONS OF LAW

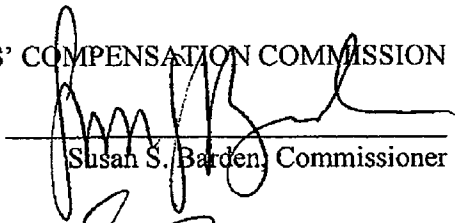
1. Under §42-1-130, the Claimant was not a covered employee, and under §42-1-140, the Employer was not a covered employer at the time in question.
2. The Claimant failed to establish an employer/employee relationship under §42-1-130.
3. Pursuant to §42-1-130, Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op., Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994) the Claimant is a volunteer/gratuitous worker and not an employee.
4. Under §42-15-60, the Claimant is not entitled to any medical benefits under the Workers' Compensation Act.
5. Under §42-9-10, §42-9-20, §42-9-30, §42-9-260, and Regulations 67-501 through 510, the Claimant is not entitled to any compensation benefits under the Workers' Compensation Act.

ORDER

The Order of the Single Commissioner filed in the above-named matter on July 12, 2011 is hereby affirmed by the Appellate Panel of the South Carolina Workers' Compensation Commission with the exception of Finding of Fact No. 6, which has been omitted, and the same shall constitute the Decision and Order of the Appellate Panel.

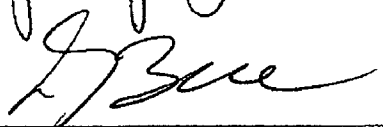
IT IS SO ORDERED.

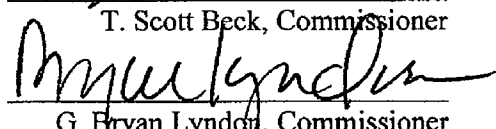
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION


Susan S. Barden, Commissioner

FULL AFFIRMATION

CONCUR:


T. Scott Beck, Commissioner


G. Bryan Lyndon, Commissioner

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served this order in the above entitled action upon all parties to this cause by depositing a copy hereof, postage paid, in the United States mail addressed to the attorney or attorneys for said parties.

This 20 day of December, 2011
By Valerie D. Butler

Administrative Assistant to the Commissioner

F Reid Wauder
Kathryn R. Fiehrer
D. Dusty Rhoades

DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 1100764

Willie Lee Simmons,
Claimant,

-vs-

South Carolina Strong, alleged Employer,
and Hartford Underwriters Insurance
Company, Carrier, Defendants.

HEARING:

Held on May 25, 2011 in North Charleston,
South Carolina per notices timely and
properly served upon all parties in interest.

APPEARANCES:

D. Dusty Rhoades, Esquire, Charleston,
South Carolina, appearing on behalf of the
Claimant.

F. Reid Warder, Jr., Esquire and Kathryn
R. Fiehrer, Esquire, Charleston, South
Carolina, appearing on behalf of the
Defendants.

PURPOSE OF THE HEARING:

To determine issues as set forth on the
Forms 50 and 51.

DECISION & ORDER:

By Derrick L. Williams, Commissioner

FILED:

July 12, 2011

STATEMENT OF THE CASE

This matter came before the undersigned Commissioner pursuant to a Form 50 filed by the Claimant. The Claimant alleged an injury to his head and cervical spine on January 14, 2011 while falling 30 feet off a roof after slipping on a patch of ice. The Claimant further alleged that he was performing services arising out of and in the course of employment with South Carolina Strong on January 14, 2011. The Claimant requested additional medical examination and treatment for a broken cervical vertebrae and injury to his head, as well as temporary total disability benefits at a rate based on a similar employee from January 14, 2011 and ongoing.

Hartford Underwriters Insurance Company filed a Form 51 on March 2, 2011, wherein they denied that the Claimant was an employee of South Carolina Strong and denied that the Claimant sustained a compensable injury arising out of and in the course of employment with South Carolina Strong. An amended Form 51 was filed on behalf of South Carolina Strong and Hartford Underwriters Insurance Company (hereinafter referred to as "Defendants") on March 16, 2011, wherein the Defendants denied that the Claimant sustained a compensable injury arising out of and in the course of employment with South Carolina Strong as alleged. The Defendants filed a second amended Form 51 on April 25, 2011 denying that the Claimant was an employee of South Carolina Strong and denying that the Claimant sustained a compensable injury arising out of and in the course of employment with South Carolina Strong. In accordance with Regulation 67-610(B)(2), the Defendants moved at the Hearing on May 25, 2011 to proceed based on the second amended Form 51 dated April 25, 2011. As Regulation 67-610(B)(2) sets forth that leave shall be freely given or is so required if there is no prejudice to another

party and the Claimant could not set forth any prejudice, the Defendants' Motion was granted by the undersigned Commissioner and the Claimant's objection in that regard was overruled.

The Claimant asserted that the average weekly wage and compensation rate would need to be determined based on the testimony of the witnesses at the Hearing. The Defendants asserted that the Claimant's average weekly wage and compensation rate are both \$0.00, as the Claimant did not earn or expect to earn wages. The Claimant admitted on his Form 50 that he was never paid by South Carolina Strong.

Although South Carolina Strong denied being subject to the Workers' Compensation Act as an Employer of the Claimant, the parties stipulated that jurisdiction is proper with the Workers' Compensation Commission for determination of this issue. The parties stipulated that an incident occurred on the date in question, although the extent of the injury is disputed. The parties also stipulated that venue is proper in Charleston County. The Claimant's Administrative Procedures Act submissions were submitted into the record without objection. The Claimant objected to the Defendants' Administrative Procedures Act Submission No. 6, records from the South Carolina Department of Probation, Parole, and Pardon. The undersigned Commissioner overruled such objection, as these records are pertinent to the determination of the Claimant's type of relationship with the South Carolina Strong program. The Commission's file also became part of the record with the exception of any self-serving declarations or unstipulated medical records.

SUMMARY OF EVIDENCE

The Claimant testified on his own behalf and also called John Tecklenberg as a witness at the Hearing. The Defendants relied on the testimony of John Tecklenberg and also called John Hamilton as a witness. Pursuant to the Administrative Procedures Act, the Claimant submitted the following:

- (1) EMS Report dated January 14, 2011;
- (2) Medical records from the Medical University of South Carolina dated January 14, 2011, January 15, 2011, and January 20, 2011;
- (3) Medical records from Lexington Medical Center dated February 17, 2011;
- (4) Subpoenaed records from South Carolina Strong; and
- (5) News articles regarding South Carolina Strong.

The Defendants submitted the following pursuant to the Administrative Procedures Act:

- (1) Records from the South Carolina Department of Probation, Parole, and Pardon dated March 19, 2009 through February 22, 2011;
- (2) The Claimant's Resident Statement and Program Acceptance letter dated February 14, 2009 and May 18, 2010;
- (3) The description of the South Carolina Strong program and letter from Charleston County, South Carolina dated February 3, 2011; and
- (4) California Case No. SFO 0351419 Decision and Order.

The South Carolina Department of Probation, Parole, and Pardon records show that the Claimant was sentenced in Case Nos. 2009-GS-3200770 and 2009-GS-3200769 to 15 years in the State Department of Corrections for two burglary offenses in the second degree. On March 19, 2009, Judge Keesley in Lexington County General

Sessions Court released the Claimant to probation with the special condition of completing the South Carolina Strong Program. The Claimant began the South Carolina Strong Program in May 2010.

A letter dated February 14, 2009 and signed by John Glemser offered the Claimant the opportunity to participate in South Carolina Strong. The letter also set forth that South Carolina Strong is modeled after the Delancey Street Project, requires a two-year commitment, and must be approved by the court, parole board, or probation office. Following the sentencing by Judge Keesley, the Claimant entered the South Carolina Strong Program. The Claimant executed a Resident Statement on May 18, 2010, which was also submitted into the record. The Resident Statement executed by the Claimant states that any remuneration due because of work performed for South Carolina Strong is donated to South Carolina Strong freely and without duress. The Statement also set forth that any work completed for South Carolina Strong is done as a volunteer without any expectation of remuneration. The Resident Statement also recognizes that to the extent that a government body determines that the Claimant is not a volunteer, the Claimant agreed that he was more than adequately paid by room, board, and services, including counseling, vocational training, entertainment, clothing, medical and dental services, education, rehabilitation, transportation, recreational, and legal services provided free of charge during his time as a resident of South Carolina Strong.

John Tecklenburg testified that he is the President of the South Carolina Strong Board of Directors and he has been in that position for approximately four to five years. Mr. Tecklenburg described South Carolina Strong as a non-profit corporation that provides a holistic program to residents that want to change their lives. Mr. Tecklenburg

further testified that the program offers educational, social, spiritual, and work training assistance. Mr. Tecklenburg testified that South Carolina Strong only has two employees: John Glemser, the executive director, and John Hamilton, essentially a co-executive director. Mr. Tecklenburg denied knowledge of the salary of Mr. Glemser and Mr. Hamilton. When questioned regarding the South Carolina Strong application for workers' compensation insurance, Mr. Tecklenburg testified that the application states that the program has two full time employee carpenters.

Mr. Tecklenburg went on to testify that landscaping and building are part of the services performed by South Carolina Strong in vocational training. Mr. Tecklenburg confirmed that South Carolina Strong receives compensation for the services and prepares invoices, but he does not personally prepare the invoices. Mr. Tecklenburg confirmed that the Claimant would have performed vocational work in landscaping, building, catering or furniture repair when he was a resident of the program. Mr. Tecklenburg testified that the program residents are not permitted to seek independent work while enrolled in the program.

Mr. Tecklenburg testified that he was aware that the Claimant was involved in a fall from a roof but he did not go to the location. He further testified that he was informed of the incident a day or two later and he is aware that the Claimant is no longer in the program. Mr. Tecklenburg denied that the Claimant is not in the program because he called an attorney. Mr. Tecklenburg described how the program assists the residents in obtaining legal assistance; however, if the resident seeks legal assistance to take an adversarial position to the program, the resident cannot continue to participate in the

program. Mr. Tecklenburg testified that the Claimant had a choice to remain in the program or to take a legally adversarial approach and leave the program.

Mr. Tecklenburg testified that the Claimant, as a resident of the program, was provided food, clothing, shelter, and medical attention. He further stated that these items were not provided in lieu of wages. Mr. Tecklenburg testified that he is unaware of any resident of Delancey Street Foundation, Delancey Street subsidiaries, or other programs modeled after Delancey Street that have been found to be an employee. He further testified that Charleston County and the United States Department of Labor classify the South Carolina Strong residents as volunteer workers.

John Hamilton testified that he is the vocational training supervisor for South Carolina Strong. He testified that he is primarily responsible for running the training schools and supervising the 25 residents. Mr. Hamilton stated that the initial phase of the program consists of the residents working around the house on maintenance for 2-3 months to weed out the people who really want to be in the program. Thereafter, residents earn their way into the immigration process and can participate in one of the training departments: food service, catering, landscaping, construction, education, finance, supply, functioning committee, or furniture restoration. Mr. Hamilton testified that he prepares invoices and sometimes quotes for the work to be performed based on the cost that it would be in the real world. Mr. Hamilton testified that the training school work takes longer than it would if the residents were professionals. Mr. Hamilton testified that South Carolina Strong does not have any individuals paid by the hour working on any of the jobs. Mr. Hamilton testified that the last phase of the South Carolina Strong Program is the workout phase and it takes place in the 21st month of the

program. In the workout phase, residents develop interview skills by trying to find paying jobs on their own. The Claimant did not make it to this phase.

Mr. Hamilton further testified that the residents are not employees and South Carolina Strong only has two employees: himself and John Glemser. Mr. Hamilton testified that he did not provide the information on the application for insurance in 2006; however, he and John Glemser now provide the information to Kathy McManus, their broker at Wells Fargo. In reviewing the application for insurance, Mr. Hamilton testified that \$19.93 is not the hourly rate of employees but is the amount that must be paid per every \$100 of remuneration for the insurance policy. Mr. Hamilton testified that if the Claimant were a professional and he was working on a jobsite similar to where the incident occurred, he would likely have made \$15.00 per hour.

Mr. Hamilton testified that the residents do not have any expectation of wages which is memorialized on the resident statement that they sign. Mr. Hamilton testified that he is personally paid \$30,000.00 salary per year by South Carolina Strong. He testified that he is a general contractor but he does not perform any other work. Mr. Hamilton testified that while the residents are in the program, South Carolina Strong provides room, board, tools, work and work hours. Mr. Hamilton testified that the program cannot fire the residents but they can ask the residents to leave for very few reasons. Mr. Hamilton testified that South Carolina Strong determined that the Claimant should be in the program but if he wanted to contact an attorney to pursue an adversarial position to South Carolina Strong, he couldn't do it while in the program. Mr. Hamilton further testified that the program provides the residents with legal assistance for criminal

matters, family court and various other matters but they would not hire an attorney for a resident to sue the program.

In regards to the incident, Mr. Hamilton testified that he was not present. Mr. Hamilton testified that the Claimant informed him that the Claimant went outside of the boundaries on the roof and slipped and fell. Mr. Hamilton stated that Billy Osbourne and Rodney Lowe gave him of the same description of the incident. Mr. Hamilton testified that if the Claimant fell in the work area, he would have been caught by the chicken ladder or the gutter. Mr. Hamilton testified that the program was investigated by OSHA and OSHA cited South Carolina Strong for not having harnesses and hard hats. Mr. Hamilton testified that the fine of \$8000.00 was paid. Mr. Hamilton testified that prior residents have only had minor injuries for cut fingers and they were provided with medical treatment paid for by South Carolina Strong. Mr. Hamilton testified that he informed the Claimant that South Carolina Strong would pay for his medical bills while he was in the program also. Mr. Hamilton testified that he was present at the emergency room with the Claimant following the accident; Mr. Glemser returned the Claimant to the emergency room the follow day at the Claimant's request; and the Claimant was scheduled for an appointment with a specialist on February 4, 2011. Mr. Hamilton testified that the Claimant left the program on January 28, 2011.

Mr. Hamilton further testified regarding the Department of Labor classification of the residents as volunteer workers. Mr. Hamilton explained that approximately two years ago, South Carolina Strong had to seek review from the Department of Labor to determine whether the program was subject to the payroll requirement of the Davis-Bacon Act and the program was not. Furthermore, Mr. Hamilton explained that the

residents of the program are restricted from having money to limit the temptations of making bad decisions while they are just coming out of prison.

The Claimant testified that he is 43 years old, he completed the 11th grade and he received an associate's degree in theology from the School of Oconee Religion. The Claimant testified that he has work experience in painting, landscaping, electrical work, warehouse work, shipping and receiving. The Claimant testified that he entered the South Carolina Strong program on May 19, 2010. He stated that he had only done drugs for a year and half and did not want to be that guy so he requested that Judge Keesley allow him to enroll in South Carolina Strong. The Claimant testified that South Carolina Strong was much harder than the 18 months that he spent in prison. The Claimant also stated that he was still under the control of the Department of Probation, Parole and Pardon Services while he was at South Carolina Strong. The Claimant testified that he was provided room, board, work and all daily instructions by South Carolina Strong. The Claimant testified that John Hamilton was his supervisor. The Claimant stated that he worked 6 days per week from around 7 am to 3:30 pm. The Claimant testified that he was performing work on behalf of South Carolina Strong on January 14, 2011 when he fell from a roof. The Claimant stated that he was nailing copper down when he slipped on ice.

The medical records show that the Claimant was transferred by ambulance from the scene of the accident to the Medical University of South Carolina (hereinafter "MUSC") on January 14, 2011. Upon admission to MUSC, the Claimant's head, chest, abdomen, and pelvis were x-rayed and the findings were negative. The Claimant also had a CT of the cervical spine which showed a small C-5 anterior superior end plate

fracture; however, the Claimant denied any numbness, tingling, or weakness. According to the MUSC medical records, the Claimant's CT of the cervical spine shows that the cervical vertebral bodies are of normal height and alignment without evidence of acute fracture or dislocation. The MUSC notes also state that a small ossified fragment was noted along the anterior/superior aspect of the C5 vertebral body which is possibly a small chip fracture v. an osteophyte. There is also a minimal anterior osteophyte noted at the C6/7. Otherwise, the medical records indicate that the cervical spine was unremarkable without evidence of vascular injury. The CT of the brain did not show any abnormality or fracture, but it did show a soft tissue laceration/hematoma over the left frontal bone. The Claimant was provided with staples for this forehead laceration. The Claimant was released from MUSC on January 14, 2011.

The Claimant admitted that when he complained of continued pain on January 15, 2011, John Glesmer of South Carolina Strong took him to the emergency room. The MUSC records reflect that the Claimant complained of facial swelling and right foot pain. At that time, the Claimant was provided with Oxycodone and a hard cervical collar. According to the instructions on the discharge sheet, the Claimant sustained a compression fracture of the spine, which is typically caused by a sudden bending or compressing force, such as an auto accident or fall. The instructions state that the fracture is not serious and a patient can expect to fully recover within a few weeks. The Claimant's right foot was also examined on January 15, 2011 and there was no abnormality aside from a planter calcaneal spur and mild degenerative change of the dorsal mid-foot and first metatarsalphalangial joint.

The Claimant returned to MUSC again on January 20, 2011 for his forehead suture removal. The records show that the staples were removed from the Claimant's forehead with ease and appeared to be well-healed. The Claimant was additionally prescribed Oxycodone at the visit on January 20, 2011. A follow up appointment was scheduled for the Claimant with a spine specialist for February 6, 2011; however, the Claimant left South Carolina Strong and relocated to Lexington, South Carolina prior to attending the appointment. The Claimant testified that he asked John Hamilton and John Tecklenburg about getting an attorney and they indicated they would speak with the office in San Francisco about it. The Claimant testified that he called an attorney and another resident informed John Glemser of the phone call. The Claimant testified that John Glemser asked why the Claimant needed an attorney and indicated that South Carolina Strong would help him with whatever he needed. The Claimant testified that he asked John Glemser to get him an attorney and Mr. Glemser said it would be a conflict of interest and the Claimant told him he would prepare to leave. The Claimant testified that he told John Glemser to call his probation officer and John Glemser dropped the Claimant off at the probation office.

While living with his father in Lexington, the Claimant presented to Lexington Medical Center on February 17, 2011 for treatment. The Claimant was prescribed Percocet for neck pain at this visit and was released the same day.

An affidavit signed by Nikesha Jacobs on January 26, 2011 outlined the Claimant's non-willful violation of his probation by the Claimant electing to leave the South Carolina Strong Program following his medical injury. Thereafter, the Claimant was issued a probation citation and he returned to court where his probation was modified

on February 22, 2011 by deleting the South Carolina Strong Program condition of probation, transferring the case to Lexington County, and ordering that the Claimant comply with Celebrate Recovery or another treatment program for which he must provide monthly verification to his agent.

A letter to South Carolina Strong from Betty McZorn of Charleston County's Grants Administration, was also submitted into the record. The letter sets forth that the United States Department of Labor has classified the residents of South Carolina Strong assisting in the renovations of 1300 Navy Way, North Charleston, South Carolina as volunteer workers. The letter also sets forth that Bill Poythress, Senior Labor Relations Specialist, opined that the residents of South Carolina Strong are not employees, but are rather volunteers, for purposes of Section 110(a)(b) which describes the enactment or exemption of the Davis-Bacon wage requirements. Further, this letter sets forth that the training agreement between the residents and South Carolina Strong supports that this is a mutual relationship.

According to the South Carolina Strong Program information sheet submitted into the record, South Carolina Strong is a residential self-help organization where former substance abusers, ex-convicts, and homeless adults can find and develop their strengths through learning--and teaching--academics and vocational skills, as well as personal, interpersonal, and practical "survival" skills. The issue of whether the residents are employees arose in the State of California with the Delancey Street Foundation, of which South Carolina Strong is modeled after and receives assistance from. According to the Order in Case No. SFO 0351419, which was submitted into the record, the privilege of enrolling in Delancey Street rather than being confined in State prison does not amount to

an employment relationship in California. Therefore, in absence of an employment relationship, Delancey Street was not considered an Employer by the State of California, Department of Industrial Relations Workers' Compensation Appeals Board.

CONCLUSION

The undersigned Commissioner has thoroughly reviewed the evidence in the record and reached a decision in this matter. The central issue involved in making a determination on the compensability of this claim is whether the Claimant and South Carolina Strong were involved in an employee/employer relationship. In considering the evidentiary record as a whole in this case, I find and conclude that the evidence is insufficient to establish an employer/employee relationship under the Act. I find the greater weight of the evidence in this matter shows the Claimant was not an employee; the Claimant had no employment relationship with South Carolina Strong, the Claimant had no expectation of payment of any kind; the Claimant had no right to demand payment of any kind; the Claimant had no expectation of earning wages, or a salary, or any other form of payment for his services; and the Claimant had no contract of hire with South Carolina Strong. Additionally, I find the Claimant and South Carolina Strong did not recognize each other as employee and employer. Accordingly, the claim for benefits is denied and dismissed with prejudice.

FINDINGS OF FACT

1. All parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act.
2. Based on the evidence as a whole, I do not find that the Claimant has sustained his burden of proving that he was an employee of

South Carolina Strong under the Act. Specifically, the greater weight of the evidence shows that he was a volunteer and/or a gratuitous worker, similar to the Shuler, Kirksey and McCreery cases. (Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994), Shuler v. Tri-County Electric Co-Op., 385 S.C. 470, 684 S.E.2d 765 (SC 2009), and McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990)). Moreover, the Claimant's Resident Statement, the testimony of John Tecklenberg, and the testimony of John Hamilton support the finding that the Claimant was a volunteer and not an employee.

3. The Claimant failed to prove that he was an employee of South Carolina Strong at the time of his injury due to the fact that he was volunteering his services to South Carolina Strong at the time of this injury (McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990)). Although McCreery was reversed by the Supreme Court, the court stated it was not addressing the Court of Appeals' holding regarding whether a volunteer was covered under the Act.
4. The term "employee" is defined by §42-1-130. This section provides, in part, that an employee is any "person engaged in an

employment under any appointment, contract of hire, or apprenticeship, expressed or implied..." The phrase "contract of hire" connotes payment, and a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition. (See A. Larson, *The Law of Workmen's Compensation*, Section 47.41 (1986)). The North Carolina Supreme Court has interpreted the term "employee" under its workers' compensation law as one who works for wages or salary and has a right to demand payment for services. (McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds, citing Lucas v. Li'l General Stores, 289 N.C. 212, 221 S.E.2d 257 (1976); Lemmerman v. AT Williams Oil Company, 318 N.C. 577, 350 S.E.2d 83 (1986); see also Doe by Doe v. Greenville Hospital System, 323 S.C. 33, 448 S.E.2d 564 (Ct. App. 1994)).

5. The following decisions, Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op., Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994) govern this claim. Pursuant to the Shuler and Kirksey decisions,

the undersigned Commissioner hereby finds and concludes that the Claimant was a volunteer and not an "employee" as required pursuant to the South Carolina Workers' Compensation Act. As a result, the Claimant did not have a contract of employment with South Carolina Strong and he is not entitled to workers' compensation benefits.

6. It is undisputed that the Claimant sustained an injury and had he been found to be an employee (which I specifically do not find), he would have been entitled to temporary total disability from January 14, 2011 to the present and continuing, medical treatment for his injuries, and reimbursement for medical expenses to date. His average weekly wage and resulting compensation rate would have been based on working 6 days per week at \$15.00 per hour. However, as stated above, I do not find that he is an employee.
7. This ruling has no impact on any potential civil remedies that the Claimant may pursue.
8. All benefits under the South Carolina Workers' Compensation Act are hereby denied.

CONCLUSIONS OF LAW

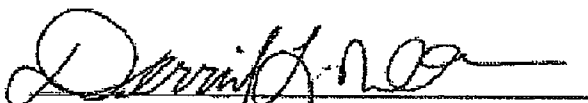
1. Under §42-1-130, the Claimant was not a covered employee, and under §42-1-140, the Employer was not a covered employer at the time in question.

2. The Claimant failed to establish an employer/employee relationship under §42-1-130.
3. Pursuant to §42-1-130, Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op., Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994) the Claimant is a volunteer/gratuitous worker and not an employee.
4. Under §42-15-60, the Claimant is not entitled to any medical benefits under the Workers' Compensation Act.
5. Under §42-9-10, §42-9-20, §42-9-30, §42-9-260, and Regulations 67-501 through 510, the Claimant is not entitled to any compensation benefits under the Workers' Compensation Act.

ORDER

IT IS, THEREFORE, HEREBY ORDERED that the Claimant's claim for benefits under the Workers' Compensation Act is hereby denied and dismissed with prejudice.

IT IS SO ORDERED.


Commissioner Derrick L. Williams

CERTIFICATE OF SERVICE

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

July 12, 2011

By: Renee Smith, Administrative Assistant to Commissioner Williams



WCC File #: 1100764
Prior File #:
Carrier Code #:
Employer FEIN #: [REDACTED]

Claimant's Name: Willie Lee Simmons SSN: [REDACTED] Employer's Name: South Carolina Strong
Address: [REDACTED] Address: [REDACTED]
City: [REDACTED] State: SC Zip: [REDACTED] City: [REDACTED] State: SC Zip: [REDACTED]
Home Phone: [REDACTED] Work Phone: () - Insurance Carrier: The Hartford Underwriters Ins. Co.
Preparer's Name: D. Dusty Rhoades Law Firm: Job Injury Law Firm Preparer's Phone #: [REDACTED]

Complete each information blank. To request a hearing, check Box 13b, indicate the kinds of benefits claimed by checking the box(es) at Lines 6, 7, 8, and 9, and file this form in duplicate.

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

Date of Injury or Illness: 1/14/11

☒ Injury ☐ Illness ☐ Repetitive Trauma

- 1a. The claimant sustained an injury to head, cervical spine (part(s) of Body Injured) 1/14/11 (Month/Day/Year) in Charleston County, state of SC.
1b. Body part(s) affected are: head, cervical spine
Briefly describe how the accident occurred. fell 30 ft. off of roof after slipping on patch of ice.
2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
3. The relationship of employer and employee existed at the time of injury.
4. At the time of the injury the claimant was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the Employer on 1/14/11 (Month/Day/Year) in the following manner: Notice to John Hamilton
- ☒ 6. Due to injury, the claimant is in need of (check one):
☒ (a) medical examination and treatment for: Broken cervical vertebrae and head injury
☐ (b) additional medical examination and treatment for:
☒ 7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:
As circumstances justify.
☐ 8. Due to the injury, the Claimant has permanent disability of the following nature and extent (check one):
☐ (1) General Disability: ☐ Total ☐ (2) Specific Disability: ☐ Total
☐ (3) Wage Loss ☐ Partial ☐ Partial
☐ 9. Due to the injury, the Claimant has a serious bodily disfigurement consisting of:
10a. At the time of the injury, the Claimant was paid weekly wages of \$TBD, and demands accounting of days worked and wages earned as provided by law. Claimant not paid wages by SC Strong. Was working at Former Navy Base CMMC bldg. #2 N. Chas. SC. Request comp rate based on similar employee.
10b. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident:
None
11a. Further grounds or unusual aspects of claim: Claimant was released from program at SC Strong when he requested a lawyer to represent him in his workers' comp case.
11b. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
MUSC - Charleston, SC
11c. To the best of your knowledge, did you have any prior permanent disability?
If yes, describe: none known
12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.
☐ 13a. I am filing a claim. I am not requesting a hearing at this time.
☒ 13b. I am requesting a hearing. A \$25 fee is required.
14. Estimated time needed for hearing: 2 hours

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

Preparer's Signature: D. Rhoades Title: Attorney Email: drd1414@aol.com Date: 2-17-11
Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.



File #: 1100764
Carrier File #: ENH8960
Carrier Code #: Unknown
Employer FEIN #: [REDACTED]

Claimant's Name: Willie Lee Simmons

SSN: [REDACTED]

Employer's Name: South Carolina Strong

Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED] State: SC Zip: [REDACTED]

City: [REDACTED] State: SC Zip: [REDACTED]

Home Phone: [REDACTED] Work Phone: [REDACTED]

Date of Injury: 01/14/11

Insurance Carrier: Hartford Underwriters Insurance Company

Preparer's Name: F. Reid Warder, Jr.

Law Firm: Wood & Warder, LLC

Preparer's Phone #: (843) 577-5732

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

Date of Injury or Illness: 01/14/11

- It is **Denied** the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
The Hartford Underwriters Insurance Company denies the Claimant was an employee of alleged employer and denies the Claimant sustained a compensable injury arising out of and in the course of the Claimant's employment with South Carolina Strong pending investigation.
- It is **Unknown whether** the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are: Pending Investigation.
- It is **Denied that** the relationship of employer and employee existed at the time in question. The reasons for denial are: Pending investigation.
- It is **Denied** at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are: See #1 above.
- It is **Denied** notice of injury was given the employer. The reasons for denial are: Pending investigation.
- It is **Denied** the employee **Needs / Is Entitled to Additional** medical care as a result of injury or illness. The reasons for denial are: See #1 above, pending investigation.
- It is **Denied** the employee is entitled to temporary total disability for the period(s) of :
See #1 above, pending investigation.
- It is **Denied** the employee is permanently disabled. The reasons for denial are:
- It is **Denied** the employee has serious disfigurement.
- It is contended that an average weekly wage of \$ **TBD** applies, according to attached Form 20 as provided by law.
- Further contentions, grounds of defense, or unusual aspects are:
Reserve the right to amend.

12. Estimated time needed for hearing: One hour

I certify I have served this document pursuant to R.67-212 by delivering a copy to:

Name: D. Dusty Rhoades, Esquire

Address: 828 St. Andrews Blvd., Charleston, SC 29407

on the 2nd of March 2011 by ☒ first class mail ☐ personal service ☐ certified mail.

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

[Signature]

Attorney for Defendant

Hartford Underwriters Ins. Co.

reid@woodwarder.com

March 2, 2011

Preparer's Signature

Title

Email

Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

South Carolina Workers' Compensation Commission
1612 Market Street • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5739
www.wcc.sc.gov



WCC File #: 1100764
Case File #: ENH8960
Carrier Code #: Unknown
Employer FEIN #: [REDACTED]

Claimant's Name: Willie Lee Simmons

SSN: [REDACTED]

Employer's Name: South Carolina Strong

Address: [REDACTED]

Address: [REDACTED]

City: [REDACTED] State: SC Zip: [REDACTED]

City: N. Charleston State: SC Zip: [REDACTED]

Home Phone: [REDACTED] Work Phone: [REDACTED]

Hartford

Date of Injury: 01/14/11

Insurance Carrier: Underwriters Insurance Company

Preparer's Name: F. Reid Warder, Jr.

Law Firm: Wood & Warder, LLC

Preparer's Phone #: (843) 577-5732

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

Date of Injury or Illness: 01/14/11

- It is **Denied** the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
Defendants deny Claimant sustained a compensable injury arising out of and in the course of his employment as alleged pending investigation.
- It is **Admitted** the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
- It is **Admitted** that the relationship of employer and employee existed at the time in question. The reasons for denial are:
- It is **Denied** at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
See No. 1 above.
- It is **Denied** notice of injury was given the employer. The reasons for denial are:
Pending investigation.
- It is **Denied** the employee **Needs / Is Entitled to Additional** medical care as a result of injury or illness. The reasons for denial are:
See #1 above, pending investigation.
- It is **Denied** the employee is entitled to temporary total disability for the period(s) of :
See #1 above, pending investigation.
- It is **Denied** the employee is permanently disabled. The reasons for denial are:
- It is **Denied** the employee has serious disfigurement.
- It is contended that an average weekly wage of \$ **TBD** applies, according to attached Form 20 as provided by law.
- Further contentions, grounds of defense, or unusual aspects are:
Reserve the right to amend.

12. Estimated time needed for hearing: One hour

I certify I have served this document pursuant to R.67-212 by delivering a copy to:

Name: D. Dusty Rhoades, Esquire

Address: 828 St. Andrews Boulevard, Charleston, SC, 29407

on the 16th of March 2011 by ☒ first class mail ☐ personal service ☐ certified mail.

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

Preparer's Signature

Attorney for Defendants
Title

reid@woodwarder.com
Email

March 16, 2011
Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

WCC Form # 51

AMENDED

51

Employer's Answer to Request for Hearing

Revised 9/07

29

South Carolina Workers' Compensation Commission
1612 Marion Street • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5739
www.wcc.sc.gov



Wf 'e #: 1100764
Carrier File #: ENH8960
Carrier Code #: Unknown
Employer FEIN #: 770661828

Claimant's Name: Willie Lee Simmons SSN: [REDACTED] Employer's Name: South Carolina Strong
Address: [REDACTED] Address: [REDACTED]
City: [REDACTED] State: SC Zip: [REDACTED] City: [REDACTED] State: SC Zip: [REDACTED]
Home Phone: [REDACTED] Work Phone: [REDACTED] Hartford
Date of Injury: 01/14/11 Insurance Carrier: Underwriters
Preparer's Name: F. Reid Warder, Jr. Law Firm: Wood & Warder, LLC Insurance Company
Preparer's Phone #: (843) 577-5732

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

Date of Injury or Illness: 01/14/11

1. It is **Denied** the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
The Defendants deny the Claimant was an employee of SC Strong and deny the Claimant sustained a compensable injury arising out of and in the course of the Claimant's employment with South Carolina Strong pending investigation.
2. It is **Denied** the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
Pending Investigation.
3. It is **Denied that** the relationship of employer and employee existed at the time in question. The reasons for denial are:
Claimant was not an employee of SC Strong at the time in question.
4. It is **Denied** at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are: See #1 above.
5. It is **Denied** notice of injury was given the employer. The reasons for denial are:
See #1 and #3 above.
6. It is **Denied** the employee **Needs / Is Entitled to Additional** medical care as a result of injury or illness. The reasons for denial are:
See #1 above, pending investigation.
7. It is **Denied** the employee is entitled to temporary total disability for the period(s) of :
See #1 above, pending investigation.
8. It is **Denied** the employee is permanently disabled. The reasons for denial are:
9. It is **Denied** the employee has serious disfigurement.
10. It is contended that an average weekly wage of \$ **ZERO** applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
Reserve the right to amend.

12. Estimated time needed for hearing: Two and one half hours

I certify I have served this document pursuant to R.67-212 by delivering a copy to:

Name: D. Dusty Rhoades, Esquire

Address: 828 St. Andrews Blvd., Charleston, SC 29407

on the 25th of April 2011 by ☒ first class mail ☐ personal service ☐ certified mail.

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

Preparer's Signature

Attorney for Defendants
Title

reid@woodwarder.com
Email

April 25, 2011
Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

WCC Form # 51
Revised 9/07

AMENDED
FORM 51

Employer's Answer to Request for Hearing

30

South Carolina Workers' Compensation Commission

P.O. Box 1715 • 1612 Marion Street
Columbia, South Carolina 29202-1715
(803) 737-5700

WCC File # 1100764

Carrier File #

Carrier Code #

Employer FEIN

Willie Lee Simmons

Claimant's Name

SSN

Address

City

SC

State

Zip

Home Phone

Work Phone

The South Carolina Strong

Employer's Name

Address

City

SC

State

Zip

The Hartford Underwriters Ins. Co.

Insurance Carrier

Attorney D. Dusty Rhoades

Preparer's Name

(843)556-8000

Phone #

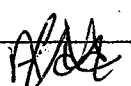
Request for Commission Review by ☒ claimant ☐ employer (check one)

Date of injury: 1/14/11

The undersigned makes application for review of the findings of the Commissioner in the above captioned case. The request for review is based on the following grounds: (State the grounds of your appeal in the form of questions presented. Each question presented must contain a concise statement of one proposition of law or fact. Refer to evidence by title and exhibit number. Use additional pages, if necessary).

1. Did the single Commissioner err in failing to Find as Fact and conclude as a matter of law that the claimant was an employee of the employer (defendant) South Carolina Strog, rather than a volunteer? (See Findind of Facts #2, 3, 4, 5, 6, and 8); Conclusions of Law #1, 2, 3, 4, and 5) (Order section appealed also)

2. Did the single Commissioner err in failing to liberally construe law and fact, in favor of coverage of the Claimant, by the Act?



(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

I certify that _____ I have served this document pursuant to R.67-211 by delivering a copy to F. Reid Warder
Name

PO Box 20550, Charleston SC, 29413 and Virginia Crocker, PO Box 1715, Columbia SC, 29202
Address

on the 18th day of July, 2011 by ☒ first class mail; ☐ personal service; ☐ certified mail.

Preparer's Signature

Attorney for Claimant

Title

Date

Check this box if you are not represented by an attorney. ☐

If the claimant appeals and is representing himself or herself, the Judicial Department will prepare the additional copies of this form and serve this form on the opposing party. R.67-701 B. Otherwise, file the original and 4 copies of this form with the Judicial Department. The appeal must be postmarked no later than 14 days from the date of service of the Hearing Commissioner's decision. R.67-701 and R.67-205. Attach the filing fee to this form. Attach a Form 32 if you are unable to pay the filing fee. Refer to R.67-701 through R.67-711 for additional information.

South Carolina Workers' Compensation Commission

P.O. Box 1715 • 1612 Marion Street
Columbia, South Carolina 29202-1715
(803) 737-5700

WCC File # 1100764Carrier File # ENH8960Carrier Code # UnknownEmployer FEIN [REDACTED]

Willie Lee Simmons

Claimant's Name

SSN

Address

City

State

Zip

Home Phone

Work Phone

South Carolina Strong

Employer's Name

Address

City

State

Zip

Hartford Underwriters Insurance Company
Insurance Carrier

Kathryn R. Fiehrer, Esquire

Preparer's Name

(843) 577-5732

Phone #

Request for Commission Review by ☐ claimant ☒ ^(alleges) employer (check one)
defendantsDate of injury: 1/14/11

The undersigned makes application for review of the findings of the Commissioner in the above captioned case. The request for review is based on the following grounds; (State the grounds of your appeal in the form of questions presented. Each question presented must contain a concise statement of one proposition of law or fact. Refer to evidence by title and exhibit number. Use additional pages, if necessary).

The Hearing Commissioner erred with respect to his Finding of Fact No. Six (6); the error being that to the extent this Finding suggests or otherwise indicates that the Claimant was employed by South Carolina Strong, would have been entitled to temporary total disability benefits, or the proper calculation of the average weekly wage and resulting compensation rate would have been based on working six days per week at \$15.00 per hour, it is not supported by the greater weight of the evidence in the record or applicable law.

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

I certify that I have served this document pursuant to R.67-211 by delivering a copy to D. Dusty Rhoades, Esquire
Name
828 St. Andrews Boulevard, Charleston, SC, 29407
Address

on the 25th day of July, 2011 by ☒ first class mail; ☐ personal service; ☐ certified mail.

Preparer's Signature

Attorney for Defendants
Title7/25/11
DateCheck this box if you are not represented by an attorney. ☐

If the claimant appeals and is representing himself or herself, the Judicial Department will prepare the additional copies of this form and serve this form on the opposing party. R.67-701 B. Otherwise, file the original and 4 copies of this form with the Judicial Department. The appeal must be postmarked no later than 14 days from the date of service of the Hearing Commissioner's decision. R.67-701 and R.67-205. Attach the filing fee to this form. Attach a Form 32 if you are unable to pay the filing fee. Refer to R.67-701 through R.67-711 for additional information.

STATE OF SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
CASE NUMBER - 1100764

WILLIE L. SIMMONS,	)	
	)	
CLAIMANT,	)	HEARING
	)	
VS.	)	BEFORE
	)	
SOUTH CAROLINA STRONG,	)	COMMISSIONER WILLIAMS
	)	
EMPLOYER,	)	
	)	
TRAVELERS INDEMNITY CO.,	)	
	)	
CARRIER,	)	
	)	
DEFENDANTS.	)	

COPY

WORKERS' COMPENSATION COMMISSION HEARING TAKEN
BEFORE NADINE A. GARRETT, A NOTARY PUBLIC IN AND FOR
THE STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF
8:38 AM ON MAY 25, 2011, AT NORTH CHARLESTON CITY
HALL, 2500 CITY HALL LANE, CHARLESTON, SOUTH CAROLINA.

NADINE A. GARRETT
COURT REPORTER
POST OFFICE BOX 1205
IRMO, SOUTH CAROLINA 29063
803-834-3410

APPEARANCES

FOR THE CLAIMANT

D. DUSTY RHOADES, ESQUIRE
828 ST. ANDREWS BOULEVARD
CHARLESTON, SOUTH CAROLINA 29407
(843) 556-8000

FOR THE CARRIER

F. REID WARDER, JR., ESQUIRE
KATHRYN R. FIEHRER, ESQUIRE
WOOD & WARDER, LLC
POST OFFICE BOX 20550
CHARLESTON, SOUTH CAROLINA 29413
(843) 577-5732

NADINE A. GARRETT
COURT REPORTER
POST OFFICE BOX 1205
IRMO, SOUTH CAROLINA 29063
803-834-3410

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1 THE COURT: Today's date is May 25, 2011. This
2 is the Workers' Compensation Case of Willie Simmons
3 versus South Carolina Strong. Is the Carrier
4 Travelers or Hartford?

5 MR. WARDER: It's Hartford administered by
6 Travelers.

7 THE COURT: Okay. Hartford is the Carrier.
8 Travelers is the TPA. WCC File No. 1100764. The date
9 of accident alleged as January 14, 2011. Attorney
10 Dusty Rhoades for the Claimant. Attorneys Reid Warder
11 and Kay Fiehrer for the Employer/Carrier. Hearing is
12 set on the Forms 50 and 51. We don't know what the
13 average weekly wage and comp rate is at this point, as
14 that's part of the issue in this case.

15 I have APA submissions from the parties. Any
16 objections to jurisdiction, venue or the APA
17 submissions? Mr. Rhoades?

18 MR. RHOADES: Objections would be the pages of
19 the APAs - do you want me to put all the objections -

20 THE COURT: Yeah, go ahead.

21 MR. RHOADES: APAs, Defendants' APAs page 127,
22 128 and 129 and 130 based on they're referencing
23 affidavits, non-medical affidavits, affidavits of
24 somebody within a court system. And, which you
25 indicated in prehearing conference, after were

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1 reviewed informally that you were, as I understood,
2 overruling that objection and admitting those; is that
3 correct?

4 THE COURT: That is right.

5 MR. RHOADES: Also, I've asked as far as we do
6 agree to jurisdiction specifically because the March
7 16 Form 51 that was the first amended. We object to
8 the April 25 Form 51 because it isn't allowed under
9 the regulations and there was no motion filed for the
10 April 25 Form 51. And therefore it shouldn't be made
11 part of the record in terms of in referencing the
12 position of the Defendants. The Defendants admit that
13 both the Employee, Employer and Carrier were
14 employee/employer relationship according to the March
15 16 Form 51. And that was the one, as a matter of
16 right, you can amend the form within 30 days of the -

17 THE COURT: That's noted. Mr. Warder?

18 MR. WARDER: We have no objections to the APA
19 submissions submitted on behalf of the Claimant.

20 In terms of the Form 51, the admitted Form 51, we
21 are moving here at the hearing to move forward on the
22 Form 51 dated April 25. The regulation clearly sets
23 forth that leave should be freely given or is so
24 required if the other parties aren't prejudice.
25 There's no prejudice to any party and we contend there

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1 is no prejudice whatsoever. In fact, it's quite the
2 opposite here.

3 He's had over 31 days, as of today, notice of the
4 Form amended - the second amended Form 51 filing. And
5 by denying a employer/employee relationship and
6 denying that this is a compensable claim under the
7 Act, it would allow him actually to bring a third
8 party thwart. So, he's not prejudice, he's actually
9 gaining the right to file an alternative lawsuit to
10 this amended Form 51.

11 THE COURT: All right. All of that's noted.

12 MR. RHOADES: Mr. Simmons just walked in.

13 THE COURT: Okay. Mr. Simmons, good morning.

14 MR. SIMMONS: Good morning.

15 THE COURT: All right. That's noted for the
16 record. I'm going to overrule the objections in this
17 case. I think the - number one, in our file we
18 actually do not have - and I'm not saying it wasn't
19 sent in to us, but we don't have the March 16 Form 51
20 in our file. I'm not sure if it was scanned in or
21 not. That's not saying it wasn't sent in. The only
22 ones I have are the March 2 and the April 25 one. In
23 any event, I would find that, as to overruling the
24 objections to the APAs in this case, all of this
25 evidence is relevant to the issue at hand. I will

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1 need this information to, I think, properly rule on
2 the issues in this case.

3 That being stated, the Commission File is part of
4 the record as well with the exception of any self-
5 serving declarations or any unstipulated medical
6 reports.

7 MR. RHOADES: Commissioner?

8 THE COURT: Yeah. Go ahead.

9 MR. RHOADES: One more thing for the record. We
10 didn't have any record of receiving, I don't know the
11 reason for it, whether - I just don't know about the
12 April 25th 51. I have to make that clear in case
13 somebody is going to suggest it -

14 THE COURT: Oh, yeah.

15 MR. RHOADES: I want it on the record if it goes
16 up on appeal. I did have the first amended one, the
17 March 16.

18 THE COURT: Okay.

19 MR. RHOADES: But on the website for the
20 Commission, neither one of the amended ones were
21 there. I don't know the reason for that. But just to
22 be clear for the record, I don't have the answers for
23 any of that, but that's what I understand in this
24 case.

25 THE COURT: Okay. All right. That is certainly

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1 noted.

2 MR. WARDER: My response to that is the
3 Commission obviously received the April 25, 2011 Form
4 51. Dusty and I have discussed this case on numerous
5 occasions. He's known our position all along. Again,
6 I see no prejudice or has it even been referred to.

7 THE COURT: All right.

8 MR. WARDER: I would move again to allow us to go
9 forward on the April 25 Form 51. If you would grant
10 that, I would appreciate it.

11 THE COURT: Okay. That is granted. All right.

12 We've had a prehearing conference. I know what
13 the issues are. But just to be clear, why don't the
14 parties state their positions for the record?
15 Mr. Rhoades first.

16 MR. RHOADES: The issue as I understand today is
17 compensability, whether there was an employee or
18 employer relationship. What the average weekly wage
19 was to be determined by you as well as the comp rate.
20 And I don't believe there was any issue as to whether
21 or not there was an accident, just whether it was a
22 compensable accident. He fell off a roof.

23 THE COURT: Okay.

24 MR. RHOADES: And had a compression fracture to
25 his neck. And I think everybody knows that. I'll

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1 defer to Mr. Warder on that whether or not there's an
2 agreement at least on that point.

3 THE COURT: Okay.

4 MR. RHOADES: And we are asking for medical to be
5 provided in addition and all benefits under Workers'
6 Compensation.

7 THE COURT: Okay. Mr. Warder, can we stipulate
8 that an accident happened in this case or not?

9 MR. WARDER: We certainly can stipulate he fell
10 off a roof and there was an accident in this case on
11 the date alleged. I don't stipulate to the compressed
12 fracture. My understanding is he's either broken an
13 osteophyte piece off his neck or it has an osteophyte.
14 But, you know, all of that is neither here nor there.

15 THE COURT: I have the medical record on that.
16 We can actually streamline his testimony once he
17 testifies concerning the actual accident. We can ask
18 him about it, but we don't need to go into great
19 detail about that.

20 MR. WARDER: No.

21 THE COURT: The main issues would be -

22 MR. RHOADES: All refer to the medicals and my
23 client will testify -

24 THE COURT: Mr. Warder, would you state your
25 position for the record?

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1 MR. WARDER: Certainly. Our position - first
2 off, let me make it clear that I represent both the
3 Hartford and SC Strong in this matter we are here for
4 today.

5 Our position simply is that the Claimant is not
6 an employee for purposes of the South Carolina
7 Workers' Compensation Act. The South Carolina Courts
8 construe the Workers' Compensation Act to define an
9 employee. The Courts have held that coverage depends
10 on the existence of the employment relationship and
11 look to the, quote, unquote, "contract of employment,"
12 and that's a jurisdictional factor used to determine
13 if an employment relationship exists. Although no
14 formality is required, the contract is established if
15 the parties recognize each other as employer and
16 employee.

17 Furthermore, an employee's right to demand
18 payment for his services from the employer is
19 essential to the establishment of the employment
20 relationship. As we all know, volunteers in this
21 state, such as the famous candy striper case, McCreery
22 versus Covenant Presbyterian, volunteers are not -

23 THE COURT: What is that case again?

24 MR. WARDER: This is McCreery.

25 THE COURT: Give me the citation.

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1 MR. WARDER: Let's see.

2 THE COURT: Either one is fine, either the SC or
3 the SE segment.

4 MR. WARDER: The 649 S.E.2d 98.

5 THE COURT: Okay.

6 MR. WARDER: I have to let you know, I just
7 cheated. And most of what I read out of here came
8 from Shuler versus Tri-County Electric Coop, which is
9 a case I find helpful to the defense and quite frankly
10 defining the situation in this case. That's
11 649 S.E. 2d 98.

12 We all know, should know at least, volunteers are
13 not covered under the Workers' Compensation Act. SC
14 Strong is a program that actually originated - they
15 have a parent company, the Delancey Street Foundation,
16 it's out of California. They're in multiple states
17 and you will hear about what they do and what they
18 don't do later in testimony here today.

19 However, SC Strong is a nonprofit organization.
20 It's basically a vocational and trade rehabilitation
21 school. It's an alternative to prison for many. It's
22 a second chance at life. It's a way to get your life
23 turned around. I don't think anyone here would
24 dispute that. Hopefully no one would.

25 Mr. Simmons was - the evidence on the record

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1 indicates that Mr. Simmons was convicted of burglary
2 I believe in the second degree, non-violent. And the
3 reason that's relevant in this matter is that he was
4 sentenced to 15 years suspended upon three years and
5 five years probation. Mr. Simmons spent about 18
6 months I believe incarcerated and then was given the
7 opportunity to join the SC Strong program in an
8 attempt to turn his life around. The judge signed off
9 on that on a sentencing sheet, which is here on the
10 APA submissions. I believe it's page 132 and 133.
11 There are actually two counts I believe. I believe
12 all of this is dealing with the same sentencing. And
13 it was determined by the judge, I believe it was in
14 Lexington County, that Mr. Simmons must complete the
15 SC Strong program in order to continue. He was under
16 the supervision of the Department of Probation, Parole
17 and Pardon services. He had a probation officer who
18 would check in on him. But primarily he lived, worked
19 and breathed at SC Strong.

20 SC Strong is a proven success. You can see some
21 of the records in here, I believe APA page 137 is
22 essential to understanding precisely what their role
23 is. Mr. Simmons, I think it's crucial to note, was on
24 his way towards his GED. Hopefully he's gotten there.
25 That's one of the biggest goals of SC Strong is

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1 education. As we all know, many people incarcerated
2 and have been in and out of drugs and crime all their
3 life need a new path and SC Strong provides that path.
4 And one of the emphasis apart from the obvious, which
5 is don't do drugs and alcohol would be education and
6 job vocation skills, learning new skills, new trade
7 skills. Many of these individuals have skills that
8 they bring to SC Strong and they can actually help and
9 use there at the program. However, they also learn
10 other skills. They are given the chance to learn
11 other skills. They are given the chance to lead a
12 crew for example. That's on a rotational service
13 where they have three or four guys on a crew that's
14 helping rehabilitating a house on a naval base. They
15 stay at the naval base because SC Strong is located on
16 a naval base. They learn social skills. They learn
17 somewhat etiquette skills. They learn how to interact
18 with what we call the general public, how to move on
19 with their life afterwards.

20 It's been quite a success. They operate without
21 government funds currently. They've had some grants I
22 believe in the past. We could get into that. But
23 primarily their operational funds are created by the
24 work that they do and the work that they do for others
25 and along with donations goes back into the SC Strong

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1 coffers to help feed, clothe, educate and house these
2 individuals.

3 It's a two-year program minimum. Some of the
4 individuals are in there five or six years. Some of
5 them have actually made a career out of it and work
6 for SC Strong and actually make wages. The majority
7 of them that graduate spend the last I believe three
8 months or so going out and getting a job on their own.
9 SC Strong doesn't find them an employer. They don't
10 set them up with interviews. They go out, they get a
11 job wherever they can get it and they earn their own
12 money. At the end of the day when they complete the
13 program, they've got their GED, they finish their two
14 years and the judge signs off on it, they can go out,
15 go on their own and start their life anew. That's
16 what SC Strong is all about.

17 In terms of the average weekly wage issue, we
18 contend it's zero, there was zero expectation of
19 earnings. No earnings to be expected as a resident
20 volunteer in this program.

21 THE COURT: Any other issues?

22 MR. WARDER: Not at this time, Your Honor.

23 THE COURT: Very good. We have Mr. Tecklenburg.
24 Is this the first witness?

25 MR. RHOADES: Yes. But before we start,

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1 Commissioner, these documents I had subpoenaed about
2 the insurance applications -

3 MR. WARDER: Do you have a subpoena?

4 MR. RHOADES: Commissioner, can we go off the
5 record for a minute?

6 THE COURT: Sure.

7 (OFF THE RECORD.)

8 THE COURT: Let's swear Mr. Tecklenburg in.

9 JOHN TECKLENBURG,

10 having been first duly sworn, testified as follows:

11 THE COURT: Mr. Rhoades.

12 DIRECT EXAMINATION

13 BY MR. RHOADES:

14 Q State your name.

15 A John Tecklenburg.

16 Q Mr. Tecklenburg, what, if anything, do you have to do
17 with South Carolina Strong?

18 A I'm the president of the Board of Directors.

19 Q How long have you been in that position?

20 A Approximately four to five years.

21 Q What are your responsibilities in that position, just
22 roughly? Give a brief description.

23 A Well, it's a non-profit corporation. I'm the
24 president of the board. I preside over our board
25 meetings. We generally have a couple of those a year.

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1 I'm one of the few board members that lives in
2 Charleston, so I don't know if it's part of my
3 official duties, but I certainly remain in reasonably
4 close contact with the executive director of the
5 organization and feel that I keep up with the work
6 they are doing, the progress of the residents and so
7 forth. I visit the facility from time to time. I
8 sign official documents when we apply for a grant. I
9 help with fund raising, just all around supervision I
10 guess you would say.

11 Q South Carolina Strong I believe does contracting and
12 building work, isn't that correct, landscaping as
13 well?

14 A It's a holistic program that helps people that want to
15 change their lives. And that involves, as was
16 described, many facets of an individual's life,
17 including their work skills and habits, their
18 educational level, their social skills, their
19 spiritual needs. So, it's a holistic approach. But
20 the model certainly involves a sustainable concept
21 whereby the work training that we do for our residents
22 is utilized as an enterprise to help generate funds
23 that runs the organization.

24 So, we're involved with a couple of different
25 enterprises, one being light contracting, one being

1 landscaping, and one being furniture repair and one
2 being catering and retail food service. So, there's
3 actually four.

4 Q Are you paid anything?

5 A I am not. I am a volunteer.

6 Q How many part and full-time employees are there,
7 including administrative people, secretaries, that
8 type of thing?

9 A Two.

10 Q Who are those and what are their capacities and job
11 titles?

12 A Well, there's John Glemser, who is our executive
13 director, and there's John Hamilton. I view him as
14 being almost a co-executive director. I guess he
15 might have a slightly different title. I'm not sure
16 of the title.

17 Q John Glemser I think is G-L-E-M-S-E-R, correct?

18 A Correct.

19 Q Is he paid for his services?

20 A He is paid.

21 Q How is he paid? Weekly, monthly?

22 A I'm not sure how often the paychecks arrive, but I
23 know he's on payroll.

24 Q What about Mr. Hamilton? What's his job
25 responsibility?

1 A As I said, I kind of knew him as a co-executive
2 director. But I would say primarily John Hamilton is
3 in charge of the enterprises, you know, the work
4 training part of what we do. But, you know, when you
5 have an organization like this and you only have two
6 paid employees, everybody wears a lot of different
7 hats.

8 Q When you say two paid employees, do you have any
9 secretaries that are paid?

10 A No, sir.

11 Q Bookkeepers?

12 A No, sir.

13 Q How are the books kept?

14 A I believe John Glemser primarily does the bookwork and
15 we do get a bit of technical assistance and accounting
16 is one area that they help us from the Delancey Street
17 Foundation in San Francisco. We are a replication of
18 a program that the Delancey Street Foundation started
19 I think approximately 30 years ago. We are a separate
20 501(c)(3) corporation and registered in South Carolina
21 as South Carolina Strong. But they give us assistance
22 of various kinds.

23 Q Is Mr. Hamilton paid a regular compensation?

24 A He is.

25 Q How much is he paid?

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- 1 A You know, I don't know the exact amount. But both
2 John Glemser and John Hamilton are on the payroll.
- 3 Q Do you have anybody else that is on the payroll part
4 or full time?
- 5 A Not that I'm aware of.
- 6 Q But there might be somebody else?
- 7 A I don't know. Not full time for sure. I do not sign
8 the payroll checks.
- 9 Q Who does?
- 10 A You know, I'm not sure. I hate to admit that, but I
11 don't know. I do sign checks, cosign checks over
12 \$1000.
- 13 Q This is what your attorney has given me is three pages
14 stapled together. You can take a look at it. As I
15 understand in response to a subpoena that I had served
16 on both you and Mr. Hamilton through defense counsel.
17 And I think that is, correct me if I'm wrong, three
18 pages of a copy of a Workers' Compensation application
19 for insurance; is that right?
- 20 A This is the first time I remember seeing this. But
21 that's what it says at the top, Workers' Compensation
22 application, yes, sir.
- 23 Q Do you have a reason to doubt it?
- 24 A No, I don't.
- 25 Q You see on the first page where it says two carpenters

1 or something to that effect? I don't have it in
2 front of me obviously.

3 A It says employee full time two.

4 Q It says carpenter NOC. What is that?

5 A I do not know.

6 Q I think it says pay is 19.93 an hour; is that correct?

7 A It says rate. I don't know that that means pay, but
8 it says rate, 19.93.

9 Q Okay. Do you know who that refers to, in reference to
10 the two people?

11 A My presumption would be that is John Glemser and John
12 Hamilton.

13 Q But you don't know?

14 A I couldn't say for sure.

15 Q Are they carpenters?

16 A They have both - John Hamilton is a general
17 contractor. He has a license to be a contractor.

18 When we first started, this would have been back in
19 2006, they were the only two people we had. They were
20 the nucleus of what the organization began with. They
21 were hands on and did everything.

22 MR. RHOADES: Can I get that marked if there is
23 no objection?

24 MR. WARDER: No objection.

25 THE COURT: Claimant's No. 1.

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1 (WHEREUPON Claimant's Exhibit No. 1 was marked into
2 evidence.)

3 MR. RHOADES: That's Commissioner Exhibit 1.

4 THE COURT: Yeah, Claimant No. 1. Okay, Mr.
5 Rhoades.

6 BY MR. RHOADES:

7 Q South Carolina Strong performs services for
8 landscaping and building, correct?

9 A They do.

10 Q Okay. They charge for their services, don't they?

11 A They do.

12 Q And their invoices that are given out -

13 MR. RHOADES: Commissioner, for everybody's
14 reference, page 81 through 94. I'm asking the witness
15 about page 81 right now.

16 BY MR. RHOADES:

17 Q Is that typical for an invoice?

18 A I don't produce these, but it looks typical to me.

19 Q That one I just asked you about - sure. You want to
20 see it again?

21 A Uh-huh.

22 Q When you saw uh-huh, she has to take it down. So, is
23 that a yes? Did you say yes or -

24 A I was just responding to looking at it. Thank you.

25 Q In other words, there are other invoices too if you

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1 want to look at them. If you will flip to the pages
2 behind that.

3 MR. RHOADES: I will give the witness their copy
4 of the APAs. He's looking at some of the pages now
5 through page 94.

6 BY MR. RHOADES:

7 Q Are those typical invoices you may have seen that are
8 used by South Carolina Strong for work done,
9 landscaping, building contracting or anything like
10 that?

11 A I've seen a few. I don't see them on a regular basis,
12 but they certainly look typical to me.

13 Q Who does those invoices?

14 A John Hamilton, I'm pretty sure.

15 Q How are services charged for? In other words, how are
16 those invoices, how are they calculated to determine
17 what invoice is and how much to invoice to somebody?

18 A John Hamilton would really be better equipped to
19 answer that, if you don't mind.

20 Q Do you know Will Simmons seated at the table?

21 A I do. Hi, Will.

22 Q And he is no longer working with you all at this
23 point, correct?

24 A He's no longer a resident of the program. Correct.

25 Q Well, when Mr. Simmons came into the program, he

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1 wasn't allowed to work at any other jobs, was he? He
2 couldn't take any outside jobs. He could only do work
3 through contracting with South Carolina Strong,
4 correct?

5 A Well, understand that when you join the program at
6 South Carolina Strong, it's, as I described, a
7 holistic approach. Not just to your vocational
8 training, but to your whole lifestyle and even your
9 social skills, maybe you've gotten off track on your
10 thinking a little bit. You are a hundred percent with
11 the program.

12 Q Being a hundred percent with the program, each one of
13 those individuals like Mr. Simmons gets room and board
14 from South Carolina Strong, correct?

15 A They are residents at a program, yes, sir.

16 Q And when they're residents of the program, they have
17 to stay as a resident of the program living - getting
18 room and board from South Carolina Strong, right?

19 A That's right.

20 Q Okay. And they work at various landscaping or
21 contracting or building projects at the direction of
22 South Carolina Strong, correct?

23 A Or catering or furniture repair. As I mentioned,
24 there are four different, you know, vocational things
25 that we have going right now. Initially, I think the

1 first couple of months - and again I think John
2 Hamilton or John Glemser is a little better equipped
3 to answer this line of questioning because I am not
4 there on a day-to-day basis, you understand. But my
5 understanding is for the first little while it's
6 almost like an initiation and you just stay at the
7 house and do chores around the house and help
8 contribute to the residents and its maintenance and
9 cooking for the other guys or whatever before you even
10 get to the point where they move you into the
11 vocational part of it.

12 Q Do you remember when Mr. Simmons was brought into the
13 program?

14 A Not exactly.

15 Q Did you remember just approximately?

16 A Approximately, yeah.

17 Q When was that?

18 A It was about a year ago I believe.

19 Q But Mr. Simmons wouldn't have been allowed and wasn't
20 allowed to work at other jobs. He couldn't get
21 outside employment. He had to only do the tasks that
22 were prescribed by South Carolina Strong, correct?

23 A Well, that's correct. As described, it's a hundred
24 percent program. They don't even allow folks to go
25 visit their family for a certain period of time. It's

- 1 all very controlled by design.
- 2 Q When Mr. Simmons or anybody else in similar capacity
3 with South Carolina Strong would go to a worksite,
4 South Carolina Strong would provide the tools for
5 working on a roof or landscaping, correct?
- 6 A As far as I know. Again, I'm not involved in that
7 day-to-day part of it.
- 8 Q Well, Mr. Simmons wouldn't be expected to bring any
9 tools with him to any worksite, would he?
- 10 A I don't think so. But, you know, I'm the chairman of
11 the board. I don't run the vocational program.
- 12 Q Do you remember when the accident occurred to Mr.
13 Simmons? Were you around then?
- 14 A I recall the - I couldn't tell you the date, but I
15 recall it was I think late January, February.
- 16 Q And what's your understanding of what happened? You
17 mean this year, correct?
- 18 A Of this year, yes, sir.
- 19 Q And were you aware of it shortly after it happened I
20 assume, same day?
- 21 A I was.
- 22 Q And that he fell off a roof?
- 23 A He fell off a roof. That's the gist of the accident.
- 24 Q And when I say "he", I'm referring to Mr. Simmons when
25 I say that.

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- 1 A Correct.
- 2 Q And did you go to the worksite where that accident
3 occurred?
- 4 A I did not.
- 5 Q Do you know - I think that he was working on a roof at
6 the time and fell off from a roof?
- 7 A That's what I was told.
- 8 Q All right. And you learned about it the same day that
9 it occurred?
- 10 A It might have been a day or two afterwards, but it
11 was, you know, shortly thereafter.
- 12 Q Now, Mr. Simmons is no longer working with South
13 Carolina Strong, correct? He's not in the program?
- 14 A He is no longer in the program.
- 15 Q And he's not in the program because he called an
16 attorney; isn't that correct?
- 17 A Well, I don't think -
- 18 Q First I'd ask yes or no and feel free to explain it.
19 He's not in the program, yes or no, as a result of his
20 calling an attorney?
- 21 A No.
- 22 Q No, he's - do you want to explain the no? What do you
23 mean by no?
- 24 A We help many of our residents with legal matters.
25 They have all kinds of history that they need legal

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1 assistance with. And certainly it's not
2 inappropriate that one of our residents gets legal
3 help. We help them get legal help. I, in fact,
4 initiated a program with the Charleston School of Law
5 whereby students there are on a volunteer basis and
6 even attorneys on a volunteer basis would help our
7 residents when they need legal assistance. So,
8 there's no, you know, prohibition about our residents
9 needing and getting legal services. I think the
10 distinction here is when a legal service is an
11 adversarial one where the resident would be an
12 adversary with the program. And yes, in that
13 circumstance, if the resident chooses to take an
14 adversarial approach, then he would not be able to
15 participate in the program any longer.

16 Q Including the situation we are here about today,
17 correct?

18 A That's correct.

19 Q And isn't it true Mr. Simmons was let go or put out of
20 the program after it was disclosed to you and others
21 with the program that he contacted an attorney
22 regarding his injury falling off a roof?

23 A That really was Willie's choice. It was made clear to
24 him that if he wanted to pursue an adversarial type of
25 approach, that he would have to leave the program.

- 1 And yes, he made that choice.
- 2 Q So, your answer then is yes, he was put out of the
3 program as a result -
- 4 A My answer would be he chose to leave the program
5 because of the adversarial approach that he was
6 pursuing.
- 7 Q Well, I want to make sure we are not just splitting
8 hairs. Did you in fact, or anybody on behalf of South
9 Carolina Strong, tell Willie Simmons that he could not
10 be in the program if he contact an attorney about his
11 fall from the roof?
- 12 A I did not.
- 13 Q Did Mr. Hamilton?
- 14 A Not that I'm aware of.
- 15 Q In fact, is that the reason that he's in the program,
16 because he contacted an attorney regarding his fall?
- 17 A Because he was pursuing that approach. If he had
18 wanted to remain in the program, it would have been
19 fine. We wouldn't be here today in a courtroom. We
20 would, you know, proceeded along.
- 21 Q I still - let me ask the question a different way.
- 22 A Okay.
- 23 Q When you or Mr. Hamilton found out that Willie Simmons
24 contacted an attorney on his own independently of
25 South Carolina Strong regarding his fall from the

1 roof, you are saying that was his choice by doing
2 that to put himself out of the program?

3 MR. WARDER: Objection. The question asks for
4 his speculation on another individual's response who's
5 actually here today to give that response.

6 THE COURT: Sustained. Go ahead.

7 MR. RHOADES: My problem with that is it's about
8 another the supervisor. He's already testified as a
9 supervising individual. And he hasn't yet answered
10 the question except to circumvent it and give me a
11 direct answer as yes or no.

12 THE COURT: Okay. Ask the question -

13 THE WITNESS: I've heard a direct no. My point
14 is that -

15 THE COURT: I think he's already answered it
16 maybe twice. But ask him the question one more time.
17 I understand what he's saying, but ask him the
18 question again.

19 BY MR. RHOADES:

20 Q I will ask it best I recall the last time I asked it.
21 And that was to my recollection, you were saying then
22 that your understanding is that Mr. Simmons put
23 himself out of the program by contacting an attorney
24 independently, on his own, separate from South
25 Carolina Strong about his fall from the roof? He put

1 himself out of the program by doing that, correct?

2 A Yes, sir. By choosing to pursue that adversarial
3 approach. Yes, sir.

4 MR. RHOADES: If you can give me just a minute.

5 I think I'm about finished.

6 THE COURT: Certainly.

7 MR. RHOADES: Nothing further for this witness.

8 THE COURT: Okay. Mr. Warder.

9 MR. WARDER: Just a few questions.

10 CROSS EXAMINATION

11 BY MR. WARDER:

12 Q If I understand your testimony earlier, you stated
13 residents must be 100 percent in the program in order
14 to be a participant in the program, be a resident in
15 the program; is that correct?

16 A That's correct.

17 Q And if these residents get into litigation with you
18 and file some sort of lawsuit, be it whatever type,
19 would you consider that to be 100 percent within the
20 program?

21 A Well, no. And that would be adversarial, as I was
22 referring to.

23 Q Let me ask this: You provided Mr. Simmons food,
24 clothing, shelter; is that correct?

25 A That's - the program did. Yes, sir.

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1 Q And SC Strong also provided medical attention; is
2 that correct?

3 A They did.

4 Q And the food, clothing, shelter, things of these
5 nature, these weren't given to him in lieu of any
6 wages he was earning; is that correct?

7 A They were not. It's a holistic approach of
8 rehabilitation. Notably, you know, individuals have
9 to want to change their life for this program to work.
10 You can't force change on people. And the reason why
11 I continue to be involved and inspired by the
12 residents is because you won't believe the changes
13 that can occur in these individuals over a two-year
14 period when they participate in the program. And the
15 organization in California has a 35-year history
16 that's incredible of helping people change their lives
17 for the better. So, it's kind of inspiring for me.
18 That's why I do it.

19 Q And you are familiar somewhat then with Delancey
20 Street Foundation, a parent basically. Is parent the
21 proper term, the parent company?

22 A Well, we are not legally a subsidiary of theirs. We
23 are a replication and they agree to, you know, help
24 foster similar organizations around the country. And
25 we are lucky to have one here.

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1 Q How many organizations around the country do they
2 have?

3 A Well, again, John and John may be more accurate. But
4 I believe there's five. And I think they are a little
5 different because some of those, in fact, may be
6 direct subsidiaries of Delancey, while we are not. We
7 are a separate 501(c)(3) corporation.

8 Q Certainly. To your knowledge are those in various
9 states?

10 A Yes, sir.

11 Q Okay.

12 A North Carolina. I know there is one in New York. Of
13 course they are in California. And there's one or two
14 more.

15 Q To your knowledge, has anyone ever been found to be an
16 employee of a Delancey Street Foundation, any
17 residents ever found to be an employee?

18 A No. Of course this issue came up, you know, recently
19 with this case. And I spoke with the folks at
20 Delancey Street. And I'm not an attorney, but they
21 had cited some case -

22 MR. RHOADES: Objection. We are here about legal
23 conclusions. It's not a factual answer -

24 MR. WARDER: I just said to his knowledge, if he
25 knew if they had been found to be employees -

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1 THE COURT: Sustained.

2 BY MR. WARDER:

3 Q Are you aware that SC Strong has received a letter
4 from Charleston County noting that they concur with
5 the opinion of the United States Department of Labor
6 that the residents are classified as volunteer
7 workers?

8 A I am.

9 Q And a lot of what SC Strong does is vocational
10 training, school basically; is that correct?

11 A With regards to the enterprise as I've described them.
12 Yes, sir.

13 Q That's one of the goals is to provide further
14 education to these individuals, give them trade
15 skills, things that they can use out on their own to
16 further their life; is that correct?

17 A It is. It's more than just, you know, knowing how to
18 hammer the nail into the board. It's about how to
19 deal with your customers, fellow employees and
20 responsibility. And, you know, even if it takes a
21 little longer trying to do the job correctly. So
22 it's, you know, part of this overall concept that we
23 try to reinforce.

24 Q Understood. And obviously my understanding, you
25 testified when opposing counsel asked you, that you do.

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1 - it's your understanding, although you are not
2 intricately involved, but they do provide tools and
3 such to the individuals, the residents to do some of
4 the work; is that correct?

5 A I presume so. I'm not there when they go out in the
6 morning. I'm sorry. We have a work shop, a tool
7 shop, so I presume so.

8 Q Well, would you feel this is akin to say if someone is
9 going to a technical school for a culinary course,
10 they would be provided the oven, the pots and pans,
11 things of that nature?

12 A When the residents come to South Carolina Strong, they
13 have nothing basically. Maybe a set of clothes as far
14 as I know.

15 MR. WARDER: Thank you. That's all I have.

16 THE COURT: Any other questions?

17 MR. RHOADES: Nothing on redirect.

18 MR. WARDER: Thank you so much.

19 THE COURT: Does anybody still need
20 Mr. Tecklenburg?

21 MR. RHOADES: He can be excused.

22 THE COURT: All right.

23 MR. RHOADES: Next will be Mr. Hamilton. I don't
24 know him, so it's probably best if you get him.

25 MR. WARDER: I'll get him. I would note that

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1 I've listed Mr. Hamilton as well as Mr. Glemser as
2 witnesses. And I may need to call them in rebuttal to
3 whatever the Claimant testifies to later.

4 MR. RHOADES: I understand that. I agree he
5 listed them as witnesses as well as I did.

6 THE COURT: And is it John Hamilton as well?

7 MR. HAMILTON: Yes, sir.

8 THE COURT: Swear Mr. Hamilton in.

9 JOHN HAMILTON,
10 having been first duly sworn, testified as follows:

11 THE COURT: All right.

12 DIRECT EXAMINATION

13 BY MR. RHOADES:

14 Q State your full name, please.

15 A John Andrew Hamilton.

16 Q Mr. Hamilton, what is your connection, if any, with
17 South Carolina Strong?

18 A I'm the vocational training supervisor.

19 Q And what do you have to do for your job regarding
20 that?

21 A I'm responsible for running the training schools, the
22 various.

23 Q What do you have to do to run the training schools?

24 A Find training opportunities work for construction,
25 catering, furniture restoration and landscaping. So,

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1 I have to find work and then supervise it.

2 Q Who do you supervise?

3 A The residents of South Carolina Strong.

4 Q And how many residents?

5 A Average 25..

6 Q I believe South Carolina Strong sends out invoices for
7 that work?

8 A Yes.

9 Q Have you seen -

10 MR. RHOADES: I'm approaching the witness to show
11 him page 81 is a sample invoice and there are a number
12 of others.

13 BY MR. RHOADES:

14 Q Are these the types of invoices that you would draft?

15 A Yes.

16 MR. RHOADES: And referring to specifically APA
17 page 81, 82 that I showed him.

18 BY MR. RHOADES:

19 Q The others that I flipped through, these are the page
20 numbers, 87. Are these typical invoices?

21 A Yes.

22 Q Okay. Do you give quotes, yourself or anybody at
23 South Carolina Strong, before the work is done?

24 A Yes. sometimes.

25 Q How do you determine those quotes?

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1 A Typically it's based on - because we are a training
2 school, typically it's based on how long it would take
3 in the real world with professionals. And so, we
4 figure out how it was - you know, how much material
5 there is going to be, how long it is going to take or
6 would take in the real world, and that's what an
7 estimate is based on. It usually takes us longer than
8 it does. And, of course, people don't want to have to
9 pay for that.

10 Q When you say "how long it would take in the real
11 world," what do you mean? By hours?

12 A Yes.

13 Q Do you have employed individuals paid by the hour
14 working on any of those jobs?

15 A No.

16 Q Do you have any carpenters working on the jobs?

17 A Yes.

18 Q Who?

19 A Various residents are carpenters. Through the years
20 we have had a number of carpenters. We have two or
21 three now.

22 Q And how many do you normally have at a given time?

23 A Carpenters?

24 Q Yes.

25 A Specifically?

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- 1 Q Part or full time.
- 2 A These are full time residents. They are not
- 3 employees.
- 4 Q How many employees does South Carolina Strong have?
- 5 A Two.
- 6 Q Who are those?
- 7 A Myself and the facility director, John Glemser.
- 8 Q Do you have any other paid employees?
- 9 A No.
- 10 Q Did you fill out the Workers' Compensation Insurance
- 11 application form?
- 12 A No.
- 13 Q This is three pages long. If you'll take a look at
- 14 it. And I'd ask you if you recognize it.
- 15 A I have.
- 16 Q Who filled that out?
- 17 A What do you mean, "filled it out"?
- 18 Q Who provided the information for that application for
- 19 Workers' Comp insurance?
- 20 A South Carolina Strong did.
- 21 Q Who at South Carolina Strong would have filled that
- 22 out?
- 23 A This would have been way before my time, 2006. I
- 24 wasn't here in 2006.
- 25 Q Who fills out the applications after 2006?

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1 A Myself and Mr. Glemser. I mean, we provide the
2 information to Kathy McManus, who is our broker at
3 Wells Fargo.

4 Q See on the first page where it talks about two
5 carpenters? I think it says carpenters NOC.

6 A Yeah.

7 Q What's NOC mean?

8 A I have no idea.

9 Q Do you see 19.93, next to it? It looks \$19.93 I
10 think.

11 A I do.

12 Q What would that mean, by the hour?

13 A Well, in Worker Comp standards, in Worker Comp rules,
14 19.93 is what the amount you have to pay for every
15 hundred dollars of remuneration. That's the rate, the
16 Workman's Comp rate.

17 Q How much -

18 MR. RHOADES: Let me take that back, give it to
19 the Commission.

20 BY MR. RHOADES:

21 Q How much would somebody such as yourself be paid in
22 January of this year?

23 A I'm on salary.

24 Q How much do you receive?

25 A \$30,000 a year.

1 Q Do you work any other jobs?

2 A No, sir.

3 Q Are you a carpenter?

4 A I am. I'm a general contractor.

5 Q How much would the residents - if the residents were
6 paid an hourly wage or salary, how much would a

7 resident normally be paid if it was outside of South
8 Carolina Strong?

9 A I couldn't tell you that. We are not outside of South
10 Carolina Strong.

11 Q How long have you been a contractor?

12 A Three years.

13 Q Are you a licensed contractor?

14 A I am.

15 Q With the State of South Carolina?

16 A That's right.

17 Q When you make quotes then, you mentioned earlier in
18 your testimony that you base it on what somebody
19 outside South Carolina Strong would be paid, correct?

20 A That's right.

21 Q So, somebody outside of South Carolina Strong would be
22 paid how much if they were a carpenter?

23 A They are outside of South Carolina Strong, so it sort
24 of depends on the job, whether it's trim work or
25 framing or - you know, there are a number of different

- 1 carpentry categories that pay different amounts of
2 money.
- 3 Q How many people - do you remember when Mr. Simmons
4 fell off a roof?
- 5 A I certainly do.
- 6 Q That was in January of 2011?
- 7 A Uh-huh.
- 8 Q You have got to say out loud, your answer.
- 9 A Yes.
- 10 Q Were you at the site when that happened?
- 11 A I had been there just prior. But I wasn't there at
12 the exact moment, no.
- 13 Q How many - that was a roofing situation, wasn't it?
- 14 A It was a clear story, which was enclosing some
15 windows. It wasn't the roof proper, no.
- 16 Q Okay. Do you recall how it happened?
- 17 A I do.
- 18 Q How?
- 19 A Mr. Simmons went outside the boundaries of where he
20 was supposed to be, slipped and fell.
- 21 Q But you weren't there, though?
- 22 A No.
- 23 Q So, how do you know he went outside of the boundaries?
- 24 A He told me that in the hospital for one thing. And
25 the other fellows that were there, Billy Osbourne and

- 1 Rodney Lowe, also told me that.
- 2 Q What do you mean by the boundaries?
- 3 A There was a chicken ladder. If you have seen the
- 4 site, there's an alleyway and then there's a ladder
- 5 that goes up into a large gutter system, a four-foot
- 6 gutter system that has another building behind it.
- 7 So, there's then a chicken ladder that goes up the
- 8 roof right there at the end of the gutter system. So,
- 9 from that ladder in you couldn't fall. If you slipped
- 10 down the roof, you slid into this gutter that's about
- 11 four feet wide. So, the idea was, don't go beyond
- 12 this ladder where you can actually fall.
- 13 Q How far was the fall approximately?
- 14 A Twenty feet, twenty something feet.
- 15 Q Did EMS come to the scene?
- 16 A They did.
- 17 Q And you were probably there I assume?
- 18 A I followed them in, yes.
- 19 Q Didn't OSHA investigate and cite South Carolina
- 20 Strong?
- 21 A They did.
- 22 Q Cited for what?
- 23 A Cited for not having harnesses and/or hard hats.
- 24 Q For Mr. Simmons or others or what?
- 25 A Just generally for the job.

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1 Q Did South Carolina Strong have to pay a fine?

2 A Yes.

3 Q How much?

4 A \$8,000.

5 Q How long has Mr. Simmons been in the program,
6 approximately if you don't remember exactly?

7 A Eight months.

8 Q And isn't it correct he's told that Mr. Simmons, like
9 other people in the program, are not allowed to work
10 at other employment other than doing work for South
11 Carolina Strong, correct?

12 A That's correct.

13 Q And they get room and board and have to stick with the
14 room and board supplied by South Carolina Strong?

15 A That's correct.

16 Q And South Carolina Strong provides the tools for any
17 work that they do, whether it's working on a roof,
18 contracting, landscaping, correct?

19 A That's correct.

20 Q South Carolina Strong tells Mr. Simmons and others
21 like him in the program what hours and when they are
22 going to work and where they are going to work,
23 correct?

24 A That's correct.

25 Q And South Carolina Strong has the right to put them

- 1 out of the program, fire them in essence, correct?
- 2 A We can only fire an employee. And we only ask people
3 to leave for a very few reasons.
- 4 Q And one of those reasons was, as in the case of
5 Mr. Simmons, is contact an attorney about his
6 accident, correct?
- 7 A That's correct. It's a conflict of interest. Our
8 relationship became adversarial at that point.
- 9 Q So, South Carolina Strong determined that Mr. Simmons
10 should no longer be in the program and excluded from
11 it, correct?
- 12 A Actually, we determined that he should be in the
13 program and shouldn't pursue this avenue. That was
14 our opinion, still think that.
- 15 Q In other words, you are one of the supervising people
16 at South Carolina Strong informed Mr. Simmons that he
17 couldn't contact an attorney about his injury,
18 correct?
- 19 A No, no. We informed him that he could, in fact,
20 contact an attorney. He just couldn't do it from
21 there. We have attorneys for people all the time for
22 various things, divorce, family court, criminal
23 matters, all kinds of stuff. But we are not going to
24 hire an attorney for the purposes of suing us.
- 25 Q What about when they're hurt on the job and when they

1 fall off a roof like Mr. Simmons did?

2 A He was certainly within his rights to do that. And I
3 don't have any problem with that at all. It just
4 becomes a conflict of interest immediately.

5 Q So, you all put Mr. Simmons out of the program.

6 A We didn't put him out. He voluntarily left.

7 Q After you all told him he had to leave, correct?

8 A No. We told him that he couldn't sue us from there.

9 He chose to hire an attorney and leave.

10 Q He had to leave the program if he was going to that,
11 correct?

12 A If he was going to hire an attorney for the purposes
13 of suing us, yes.

14 Q Have you had anybody else hurt on the job at all?

15 A No.

16 Q Any of the other residents or people in similar
17 capacity to Mr. Simmons that have been hurt while
18 performing tasks that South Carolina Strong asked them
19 to do?

20 A No. Nothing like maybe a cut finger or something.

21 Q How is that taken care of?

22 A Take them to the emergency room, take them to the
23 hospital, whatever needs to happen.

24 Q Who pays for that?

25 A We do.

1 Q Why do you pay for it?

2 A That's our responsibility.

3 Q Why is it your responsibility?

4 A Because they are with us. We would be happy to pay
5 Willie's hospital bills as well.

6 Q Have you paid his hospital bills?

7 A No. He sued us. Our insurance company informed us
8 not to.

9 Q But for his filing his Workers' Comp claim, South
10 Carolina Strong, if I understand your answer, would
11 have paid for his medical.

12 A That's right.

13 Q Did you or anybody at South Carolina Strong write him
14 to that affect and tell him that?

15 A I certainly told him that, yes.

16 Q But I asked did you write him to that effect?

17 A No.

18 MR. RHOADES: Just a minute, Commissioner.

19 THE COURT: All right.

20 BY MR. RHOADES:

21 Q Are taxes taken out of your pay that you receive from
22 South Carolina Strong?

23 A Yes.

24 Q Any other deductions?

25 A No.

1 Q Like insurance or do you have health insurance or
2 anything like that?

3 A No. I pay for my own health insurance.

4 MR. RHOADES: Nothing further on direct.

5 THE COURT: Mr. Warder.

6 MR. WARDER: Certainly.

7 CROSS EXAMINATION

8 BY MR. WARDER:

9 Q First off, let me ask you about what Commissioner,
10 Opposing Counsel and I are going to refer to as APA
11 page 136. Have you ever seen this letter, sir?

12 A Yes.

13 Q And did you have anything to do with the initiation of
14 that letter?

15 A I did.

16 Q Could you explain why that letter was initiated and
17 what you feel about that it means?

18 A Yes. This letter came to pass - we are in the middle
19 of an expansion project so that we can increase the
20 number of people that we help from 25 to 60 to 65 of
21 the coed. And to do that, we needed to renovate a
22 third, much larger house. And so we needed funding
23 for that house, all the labor we donate. So, we wrote
24 a number of grants that are associated with the
25 Community Development Block Grant which is

1 administered by the Charleston County and the City of
2 North Charleston. It's a HUD funding stream, so it's
3 a Federal grant. Whenever there is a federally funded
4 project, the participants, the contractors, whoever is
5 involved have to meet the Davis-Bacon Act labor
6 requirements, payroll requirements. So, you either
7 pay people a certain amount according to their
8 standards or they have to be recognized as a training
9 facility by the Department of Labor, the United States
10 Department of Labor. So, we had to request that from
11 the Department of Labor, which we did. And over a
12 period of time, any number of questions from them and
13 visits and so forth, they determined that we are in
14 fact a training school.

15 Q And as such would it be your understanding that they
16 also determined, as set forth in the letter here, that
17 the residents are volunteer workers?

18 A Yes.

19 Q Approximately when was this process begun?

20 A About two years ago, maybe a little bit more.

21 Q You followed Mr. Simmons to the emergency room
22 following his accident, correct?

23 A I did.

24 Q Did you provide any other medical appointments?

25 A I did not, but the facility director did.

1 Q Are you aware of whether Mr. Simmons had any
2 appointments scheduled?

3 A He did. I know that he went the next day on an
4 unscheduled appointment because he was in some pain,
5 obviously in some considerable pain. So, Mr. Glemser
6 took him and he was given medicine to address that
7 pain. He did have a follow-up appointment at MUSC. I
8 believe it was on the 4th. I couldn't tell you
9 specifically. But he certainly had a follow-up MUSC
10 appointment with a neurologist, I believe.

11 Q With a specialist of sorts?

12 A Yes, that's right.

13 Q Could that have been a neurosurgeon?

14 A Yes.

15 Q Would that have been February the 4th?

16 A I believe so, yes.

17 Q And he left the program around January 28th?

18 A That's right.

19 Q And Mr. Glemser you referred to, is he the director at
20 SC Strong?

21 A Yes.

22 Q And he is one of the two employees at SC Strong?

23 A That's right.

24 Q SC Strong is a pretty intense program; is it not?

25 A It is.

1 Q You yourself are a graduate; is that correct?

2 A Well, I'm a graduate of the Delancey Street Foundation
3 of which South Carolina Strong is a replication. Same
4 thing.

5 Q Mirror image basically?

6 A It is.

7 Q And is it a fair statement to say residents must be a
8 hundred percent with the program in order to be a
9 resident in the program? They have to comply with
10 things?

11 A Yes.

12 Q They have duties they have to do? They have jobs,
13 tasks, things of that nature?

14 A Yes. It operates on tenants of responsibility and
15 accountability, which are the very issues that myself
16 and William and everybody else that come there have
17 problems with in the past, have had problems with in
18 the past.

19 Q I believe one of the restrictions is there is no money
20 allowed; is that correct?

21 A That's correct.

22 Q What would the purpose be for that?

23 A Well, that's a multi-faceted response. One, the
24 decision-making capacities of new residents, who are
25 almost all coming from jail or prison, is obviously

1 not very good. So, are they going to pay the bills
2 with the money that they have? Very unlikely. So, we
3 have a responsibility to the organization so that it
4 can continue to help people. So, there's that reason.
5 That's - the survival of the organization is primary.
6 Secondly this particular population, we try to limit
7 the temptations that having money in ones pocket. If
8 you have been a drug addict for 20, 25 years or
9 however long, it's easier not to do drugs if you don't
10 have the money in your pocket. And so it limits the
11 access to some of that until such time as your
12 decision-making capacities have grown, changed.

13 Q And the program, could you give a brief overture
14 explanation of sort of a time line. My understanding
15 it's a two-year program approximately. People may
16 choose to stay in the program longer.

17 A Sure.

18 Q But ultimately two years is a minimum; is that
19 correct?

20 A That's correct.

21 Q What do they do for, say, the first two to three
22 months?

23 A The first two to three months all residents start on
24 what's called maintenance. During maintenance, you
25 don't leave the facility or the grounds of the

1 facility. You never go anywhere alone. You rake
2 leaves and wash windows and basically whatever we tell
3 you to do. The reason for that is A, to weed out
4 people who aren't serious about making a change,
5 people who are just trying to beat a prison sentence.
6 Because it is a difficult thing to do and we have
7 limited resources. Two, this particular population is
8 used to doing exactly what they want to do next. And
9 that's what got them in trouble in the first place.
10 So, that needs to change or it's an exercise in
11 futility. There are rules in society. You have to
12 learn to follow them. So, that's basically - and
13 everything there is earned. So, you have to earn your
14 way out of that position just as you earn your way
15 into every other position along the way.

16 Q Following the first two to three months, what's the
17 next step, so to speak?

18 A It would be called immigration. And you would get
19 your first job within one of our training schools or
20 departments of which there are roughly ten different
21 departments; food service, catering, landscaping,
22 construction, education, finance, supply, functioning
23 committee, furniture restoration. I'm sure there's a
24 couple more. So, you would get a regular job, just
25 like anyone else would, within the foundation. So,

1 typically the first job would be in either
2 construction or landscaping or both. There's some
3 overlap there. And you would have a boss. You would
4 get up and go to work every day with the other
5 residents, the other trainees in the organization.
6 You would have a boss who had been in your shoes on
7 his way up and had earned his way up the ladder of
8 responsibility within the organization.

9 Q What's the last phase?

10 A The last phase is called the workout. That starts in
11 your 21st month. That is when we would have helped you
12 put together a resume and you would have met with
13 various people in the community who have helped you
14 with that and job interview skills and so forth. And
15 you go out in the world and find a job like the rest
16 of the world.

17 Q And the residents find these jobs on their own?

18 A That's right.

19 Q It's a paying job?

20 A It's a paying job. That's right. We do help them
21 with that. We guide them. We do know a lot of people
22 who like to help. We don't get them the jobs, but
23 they certainly are introduced to some people over the
24 years that probably help them with that for the most
25 part.

1 Q In your position, sir, I believe you testified you
2 were the vocational training supervisor, correct?

3 A That's right.

4 Q Your experience with vocational training, aren't all
5 tools provided by the vocational facility, whether it
6 be a regular school, a vocational school, or a program
7 such as SC Strong?

8 A Yes.

9 Q Do you - are you involved in the carpentry, the work,
10 occasionally from time to time?

11 A Yes.

12 Q And you are an employee of SC Strong?

13 A Yes.

14 Q Therefore, would you feel you were covered under the
15 Workers' Compensation policy as an employee?

16 A Yes.

17 Q When Mr. Simmons left the program, what phase of the
18 program was he in? I believe you testified he was at
19 about eight months total?

20 A Yes. He had - if I may sort of describe that -

21 Q Please.

22 A - first year just a little bit. So, after the first
23 time you get a job - three or four times a year we
24 change jobs. Everyone changes jobs. It's usually a
25 lateral and upward movement. So, Willie was working

1 in a number of different capacities at that time. He
2 had been given more and more responsibility over time.
3 He was a crew boss. He was in charge of people. I
4 depended on him as an extremely hard worker and smart.
5 He was moving up the ladder.

6 Q Was Mr. Simmons paid any wages whatsoever?

7 A Never.

8 Q Did he have any expectations to your knowledge?

9 A No.

10 Q Of wages?

11 A No.

12 Q Are you aware of what a resident statement is from SC
13 Strong?

14 A I am.

15 Q This is APA page 134. Have you seen this before, sir?

16 A I have.

17 Q Explain that to me if you would, sir.

18 A Yes. So, once a resident has been interviewed in jail
19 or at our facility and they have been accepted to be a
20 resident at South Carolina Strong, they have to do an
21 intake with the facilitator and this is part of the
22 intake. It's at the very beginning of the program.
23 And it explains our policy as concerns whether you are
24 going to get paid or not very clearly. That's the
25 purpose of that, so that there's clarity at the onset.

1 Q My understanding from reading this, sir, and would
2 you concur that it also sets forth what SC Strong's
3 obligations are to the resident?

4 A Oh, yes.

5 Q That's the provision of counseling, vocational
6 training, entertainment, clothing, medical and dental
7 services, education, rehabilitation, legal services,
8 transportation, recreation, things of that nature; is
9 that correct?

10 A Yes.

11 Q These are provided to all of the residents at SC
12 Strong?

13 A Yes. Where appropriate.

14 MR. WARDER: I have nothing further, sir.

15 THE COURT: Anything other questions for him?

16 REDIRECT EXAMINATION

17 BY MR. RHOADES:

18 Q You mentioned, if I understood your testimony
19 correctly, that you came into the program as a
20 resident earlier too; is that correct?

21 A Oh, yeah.

22 Q Had you been convicted of something before in prison?

23 A Yes.

24 Q What for?

25 A Possession of narcotics.

1 Q Anything else?

2 A Yes. Cultivation of marijuana.

3 Q Anything else?

4 A That's it.

5 Q When you worked on those invoices, how did you arrive
6 at what to charge?

7 MR. WARDER: Objection. I didn't ask anything
8 about any invoices.

9 MR. RHOADES: You talked about what he -

10 MR. WARDER: This is redirect.

11 MR. RHOADES: But in his cross exam you talked
12 about what was being charged and how he charged the
13 residents.

14 THE COURT: I will let him answer that.

15 MR. WARDER: I said earning wages.

16 THE COURT: I will let him answer that.

17 BY MR. RHOADES:

18 Q How did you arrive at what you would charge for
19 invoices?

20 A Well, the material -

21 MR. WARDER: Second objection. Asked and
22 answered. We already went through that.

23 THE COURT: Okay. That's noted. Go ahead and
24 answer the question.

25 THE WITNESS: The material sales are, you know,

1 you have to decide how many materials there are. And
2 that's a hard number. It's going to take this many
3 two by fours and this much concrete, so obviously
4 that's part of the estimate. The other part of the
5 estimate, I think as I described before, was I
6 determine how long it would take for a crew of
7 professionals to do the job. And also some industry
8 standards, you know, per foot prices for different
9 things. There are a number of approaches to
10 estimating that I use. So, it depends who the client
11 is.

12 Q What would the job that Mr. Simmons was hurt at, how
13 would you have calculated what somebody would be paid
14 if you paid them outright?

15 A But I wouldn't pay them outright. They are a
16 resident.

17 Q So, how did you come up with the invoicing charge for
18 that?

19 A I considered someone that I would pay, which is a
20 professional.

21 Q How much would that be?

22 A \$15 an hour or so.

23 Q How many people were working on that job?

24 A Three.

25 Q Including Mr. Simmons?

1 A Uh-huh.

2 Q You got to answer out loud.

3 A Yes.

4 MR. RHOADES: Nothing further.

5 MR. WARDER: Nothing further, Your Honor.

6 THE COURT: All right. You can step down, sir.

7 Call the next witness, Mr. Rhoades.

8 MR. RHOADES: I call Mr. Simmons.

9 THE COURT: Mr. Simmons. Let's swear Mr. Simmons
10 in, please.

11 WILLIE SIMMONS,

12 having been first duly sworn, testified as follows:

13 THE COURT: Mr. Rhoades.

14 MR. RHOADES: Commissioner, before we go further
15 I would ask the witnesses to be sequestered if they're
16 going to be recalled. So, if either Mr. Hamilton or
17 Mr. Tecklenburg were to be recalled as witnessed, I
18 would like to ask that they be sequestered.

19 MS. FIEHRER: We had already released Mr.
20 Tecklenburg.

21 MR. WARDER: Correct.

22 THE COURT: Yes, that's right.

23 MR. WARDER: Frankly, all - the only time we
24 would recall them is for rebuttal to the testimony.
25 If they hear the testimony, then we can speed through

1 this.

2 THE COURT: I will let them stay in here.

3 MR. RHOADES: All right.

4 THE COURT: Go ahead.

5 MR. RHOADES: Commissioner, I don't know whether
6 I've got to state my exception.

7 THE COURT: Go ahead.

8 MR. RHOADES: I'm just stating my exception that
9 your ruling, I ask that they still be sequestered. I
10 understand your ruling. I'm just stating that for the
11 record.

12 DIRECT EXAMINATION

13 BY MR. RHOADES:

14 Q Mr. Simmons, state your full name.

15 A William Lee Simmons.

16 Q How old are you?

17 A Forty-three.

18 Q How far did you go in your education?

19 A Eleventh grade of high school. I also seminary
20 school, got a degree in theology, an associate's
21 degree.

22 Q From where?

23 A Seminary school.

24 Q What seminary school?

25 A The School of Oconee Religion, Chancellor Williams.

1 Q When did you receive that?

2 A It's like '84. No, I'm sorry.

3 Q Just approximately.

4 A I can't remember the exact date, to be honest with
5 you.

6 Q And what kind of jobs have you held in the course of
7 your life typically?

8 A I've cleared land, I've painted, a little landscaping,
9 electrical work, warehouse work, shipping and
10 receiving. Numerous things.

11 Q And you entered into a program, South Carolina Strong,
12 at some point?

13 A Yes, sir.

14 Q Do you remember when approximately if not exactly?

15 A May 18, 2010.

16 Q And I believe they provided room and board for you?

17 A Yes, sir.

18 Q And you heard some of the other testimony. Just to go
19 through briefly. Were you allowed to have another job
20 or have any other kind of work outside of that that
21 could, you know, get a second job?

22 A No, sir.

23 Q What was your understanding of what you had to do if
24 anything with regard to South Carolina Strong?

25 A Pretty much follow the guidelines, participate in the

1 functions and do your job.

2 Q What kind of work were you asked to do?

3 A Various things. First coming in on maintenance, you
4 stay a couple of days, for about a month, month and a
5 half. You clean the house, you know, learn the rules
6 of the house and then eventually make immigration.
7 You go out and start to work and then you try out and
8 do landscaping, painting, some electrical work, a
9 little roofing work, framing, carpentry, just
10 different stuff.

11 Q Who is your supervisor, if anybody?

12 A John Hamilton.

13 Q The person that just testified?

14 A Yes, sir.

15 Q Were you told what hours to work, anything in
16 particular?

17 A We were told hours. Yes, sir. Hours for everything.

18 Q Okay. What were you told by South Carolina Strong?

19 A We had a schedule we followed from the time you get up
20 to the time you go to bed for meetings, for work,
21 school. Everything was on a schedule.

22 Q Were you required by South Carolina Strong to use
23 their room and board?

24 A Yes. Yes.

25 Q They provided food, in other words?

- 1 A Yes. We got there, when you first come, you got to
2 apply for food stamps. So, you get food stamps and
3 then we pass those over because we are not allowed to
4 keep those and they use those to purchase food also.
- 5 Q Anybody else act as your supervisor other than
6 Mr. Hamilton?
- 7 A Well, if we would go out on a job, I might see another
8 resident's crew boss over that job, then I would
9 answer to him on that particular job. If I was at a
10 job and I was crew boss, the resident would answer to
11 me. Which John Hamilton is always the one we would go
12 to if there was a problem with a person that we were
13 working with, if they were not following - doing what
14 they were supposed to do or not acting properly.
- 15 Q Where did you room? What was provided for you there,
16 was it a building or what?
- 17 A Sir?
- 18 Q Where did you room? Where did you live?
- 19 A They had two houses there, two two-story houses on the
20 naval base.
- 21 Q How many people were residents of those homes?
- 22 A At the time I was there it was like 27.
- 23 Q Did it stay about that number or how much did it
24 fluctuate?
- 25 A It fluctuated a lot, you know. People come and go.

1 Some stay, some leave.

2 Q Was it typically over 10, 15 or what?

3 A It stayed in the 20's, 25, at least that.

4 Q When I ask you that, is that residents similar to your
5 capacity with South Carolina Strong?

6 A Absolutely.

7 Q Let's go to the day you got hurt. You fell and I
8 suspect you remember that one pretty well.

9 A Yes, sir.

10 Q Tell us what happened and when. Do you remember what
11 date it was?

12 A It was January 14th.

13 Q This year?

14 A 2011. Yes, sir.

15 Q What were you doing?

16 A Well, we went up there to enclose the top part of a
17 structure that had windows. And so Rodney was cutting
18 braces and I started nailing the copper down flat so
19 they can be flushed so they could just put them up
20 there. And slipped on some ice and slid off the roof,
21 approximately, I guess eight, nine foot to a thirty-
22 foot drop and landed on my forehead.

23 Q Were you wearing a harness or anything?

24 A No, sir.

25 Q What was the job supposed to be about? What work were

1 you doing that day?

2 A I guess you can say it's carpentry. Was framing and
3 closing the structure so that the windows will not be
4 there anymore. It was framing in, plywood it up and
5 paint it. I guess was the plan was in the end.

6 Q When you fell, what did you land on, pavement?

7 A When I come off the rood, I hit a piece of conduit.
8 And it flipped me over and I landed - yeah. I put my
9 hands down and I landed on the pavement. Yes. I
10 tried to.

11 Q Was you say pavement, cemented or was it concrete?

12 A Pavement, actual asphalt.

13 Q Okay. And apparently you were taken by EMS to the
14 hospital; is that right?

15 A Yes, sir.

16 Q What was injured?

17 A They said -

18 Q What did you notice you were injured?

19 A I busted my forehead open. My neck was hurting. My
20 back was hurting. They said I fractured a C5, some
21 trauma possibly to C6 and 7. Actually I was hurting
22 all over. I mean wrist, pain shooting down my leg,
23 you know what I mean, my left foot, my back. Just the
24 impact, you know, just put my body in shock, you know.

25 Q You said your forehead was hurt. What do you mean, a

1 gash or something?

2 A Yeah. Well, it actually - the impact busted it open.

3 I mean, that's what it was pretty much. It didn't cut
4 it. It just burst at the impact. So, I got nine
5 stitches, I believe it was.

6 Q What medical treatment did you receive outside of
7 going to the hospital that day?

8 A I went to Lexington Medical Center to get them to look
9 at me, but they wouldn't. They gave me some pain
10 pills.

11 Q Is that in the mid-state, you are talking about South
12 Carolina?

13 A Yes.

14 Q Are you in the program now, South Carolina Strong?

15 A No, sir.

16 Q Why not?

17 A Well, actually - well I talked to John Hamilton and
18 John Tecklenburg about, you know, getting a second
19 opinion and getting some medical treatment and getting
20 an attorney.

21 Q When did you talk with them?

22 A I asked them to call - you know, they had to call San
23 Francisco. They said they'd get back with me. A few
24 days passes, I didn't feel like they had called.

25 Q Was this after the accident?

- 1 A Yes.
- 2 Q How long after the accident?
- 3 A I guess a few days after the accident.
- 4 Q Have you returned to work since the date of the
5 accident?
- 6 A No, sir.
- 7 Q Could you go back and perform any work since the day
8 of the accident?
- 9 A Have I?
- 10 Q Could you?
- 11 A No, sir.
- 12 Q Let's go for a minute to what you are wearing around
13 your neck now. What is it?
- 14 A A neck brace.
- 15 Q And was it prescribed or how did you get that?
- 16 A They gave it to me when I was at the hospital. Told
17 me to leave it on until I have seen a specialist or
18 somebody else to look at it.
- 19 Q Are you still having problems with my neck now?
- 20 A Yes. It's still sore.
- 21 Q Pardon me?
- 22 A Yes, sir. It's still sore. That and my back.
- 23 Q Sore?
- 24 A Yeah. I still have pains. I haven't been able to get
25 medical attention for it.

1 Q Have you gotten medical attention for anything beyond
2 that first day at the hospital when you got treated?

3 A Just Lexington Medical Center. And they said they
4 couldn't do anything until I got some paperwork from
5 MUSC stating what the accident occurred and what
6 problems, complications of it. And they just gave me
7 a bottle of pain pills.

8 Q MUSC is where you went on the date of the accident?

9 A Originally. Yes.

10 Q And Mr. Hamilton went with you, I understand?

11 A He came out there. Yes, sir.

12 Q Why are you not in the program now, South Carolina
13 Strong?

14 A As I stated, I asked them to - I wanted to get an
15 attorney. And they said they'd call San Francisco.
16 So, a few days passed, I hadn't heard anything. So, I
17 got to the point like, you know, what, okay, I'm going
18 to call an attorney. So, I called attorneys and
19 someone told me -

20 Q Who did you say that to?

21 A I said it to myself.

22 Q Did you talk to them?

23 A I talked to them originally three or four days before
24 that about speaking with an attorney.

25 Q Okay. Go on.

1 A So, I picked up the phone up and I called attorney.
2 Someone told John Glemser I was on the phone talking
3 to an attorney. So, he came in there and asked me who
4 I was speaking with. And I asked him if I could call
5 him back.

6 Q Who is John Glemser?

7 A He's the head facilitator.

8 Q At South Carolina Strong?

9 A Yes, sir. At South Carolina Strong.

10 Q Okay. And then what happened, if anything?

11 A Well, he asked me -

12 Q Who is he?

13 A John Glemser asked me who I was speaking with. I said
14 "Well, does it really matter?" He said, "Yeah, it
15 does." I said, "Well, if you must know, I was
16 speaking with an attorney." I started to walk off, he
17 came behind me and asked me whatever, this and that,
18 this and that. And I said, "I asked you to get an
19 attorney - let me get an attorney and you just brushed
20 it off." He asked me to the back and that's when we
21 got into a conversation about, you know, "What's the
22 problem? We are going to do what we have to do to
23 help you. What do you need? We will help you with
24 anything." I said, "Okay. I want this and I want
25 that. I also want an attorney." He said, "Well, I

1 can't get an attorney because that would be a
2 conflict of interest." I said, "So, you will give me
3 a few days to leave then, prepared leave" because I
4 had to report to my probation officer before I left
5 the program. He said, "No. You have to leave now."
6 I said, "Call my probation officer, let him know
7 that." So, after that fact they took me and a bag of
8 clothes -

9 Q Who is they?

10 A Well, John Glemser took me up to the probation office,
11 dropped me off with a bag of clothes and a neck brace
12 and left me there, you know.

13 Q Where do you live now?

14 A I'm staying at [REDACTED] that's
15 [REDACTED] at my father's house.

16 Q How long have you been there?

17 A I guess about four and a half, five months now. Since
18 the 20th of January I went there.

19 Q Okay. Have you been able to work since that date or
20 not?

21 A No, sir.

22 Q Are you still requesting medical treatment of some
23 kind?

24 A I would like to have medical treatment.

25 Q Do you feel you need it?

- 1 A Yes. I need some physical therapy.
- 2 Q Do you get any - are you taking any prescription
3 medicine now?
- 4 A I try not to.
- 5 Q Have you been prescribed any medicine?
- 6 A I had when I went to Lexington Medical Center, they
7 gave me a prescription. It's not doing anything, but
8 numb the pain. And it don't, you know - you get
9 immune to that and your tolerance build up and you
10 have to take more. So, I don't want to get caught up
11 in abusing medication. You know what I mean?
- 12 Q How many hours a day would you be required to work if
13 you were required at all by South Carolina Strong when
14 you were there?
- 15 A We generally went to the job, had a morning meeting.
16 I guess we leave around 7:00. Sometimes we leave the
17 job around - if we have school, leave at 3:30, 4:30,
18 around that time. I'm not absolutely sure.
- 19 Q So, what was that, about eight or nine hours a day?
- 20 A Yes. We worked six days a week.
- 21 Q Pardon me?
- 22 A Six days a week.
- 23 Q Was it six days a week typically every week or what?
- 24 A Yes.
- 25 Q And were you provided tools by anybody to do any of

1 these jobs?

2 A South Carolina Strong.

3 Q What did they provide you with?

4 A Whatever we needed, lawn mowers, chainsaws, skill
5 saws, drills, whatever. Whatever we needed to get the
6 job done.

7 Q Were you allowed to take any other type of work
8 outside of South Carolina Strong?

9 A Absolutely not.

10 MR. RHOADES: Commissioner, give me just a
11 minute. I think I'm drawing to a close.

12 THE COURT: Okay.

13 MR. RHOADES: Nothing further on direct.

14 THE COURT: All right. Mr. Warder.

15 CROSS EXAMINATION

16 BY MR. WARDER:

17 Q I have a few questions for you, sir.

18 A Yes, sir.

19 Q Have you achieved your GED yet, sir?

20 A No, sir, I have not.

21 Q Are you in any sort of program or are you attempting
22 to at the moment?

23 A Right at the very moment, no, sir, I'm not. I am in
24 Celebrate Recovery. That's a Christian-based program.
25 But I do plan on continuing to get my GED, absolutely.

1 Q And Celebrate Recovery was court ordered after you
2 failed to comply with a prior probation order; is that
3 correct, sir?

4 A Well, from what I understand, it's non-willingly I
5 didn't comply. Not that I did not comply, non-
6 willingly, because I had no choice.

7 Q Celebrate Recovery is a court-ordered program?

8 A Yes, sir.

9 Q And SC Strong, you were ordered by the Court to attend
10 that, too?

11 A Yes, sir.

12 Q Now, when discussing your medical treatment, didn't
13 John Glemser return you to the emergency room the day
14 after this?

15 A Yes, sir. I asked him - I told him I was in a lot of
16 pain. I needed to go back to the hospital. I needed
17 something for pain. And he took me there.

18 Q I'm looking at your medical records and it looks like
19 you had about four or five visits prior to leaving the
20 program at SC Strong; is that correct?

21 A I went back to check on my stitches and they took them
22 out. I can't absolutely remember to be honest with
23 you.

24 Q You didn't have any CT scans taken?

25 A I think they did all that on the day I went in

- 1 originally on the accident. I went back to the
2 emergency room that next day and they did some x-rays.
- 3 Q So, the next day they did some x-rays as well?
- 4 A Yes.
- 5 Q Or did some x-rays the next day?
- 6 A Yes, sir.
- 7 Q And you were referred over to a neurosurgeon; is that
8 correct?
- 9 A Yes, sir.
- 10 Q You left the program on January 28; is that correct?
- 11 A Yes, sir.
- 12 Q And you had an appointment with the neurosurgeon on
13 February 4; is that right?
- 14 A Yes. I said that to the facilitators at the time that
15 I had an appointment on February 4. And they said,
16 "Well, you have to find a way to get there because you
17 ain't going to be here." So, of course I could not
18 make that appointment at the time.
- 19 Q You were in Columbia probably by then; is that right?
- 20 A Yes, sir.
- 21 Q When you were at SC Strong is it your understanding
22 you were still under the custody of the Department of
23 Probation, Parole and Pardon services?
- 24 A Yes. Yes, of course. Yes.
- 25 Q You had a probation officer you checked with and

- 1 that's who Mr. Glemser dropped you off with?
- 2 A Yes.
- 3 Q Isn't it true you had no earnings while you were in
- 4 the SC Strong program. You weren't paid any cash
- 5 whatsoever, you weren't -
- 6 A My understanding that the money we made - when I came
- 7 in the door that the money we made, we would not get
- 8 the money. It goes to pay for our room and board.
- 9 Q It goes back into the SC Strong program.
- 10 A Absolutely. I understand that.
- 11 Q So, the room and board you were provided weren't in
- 12 lieu of any wages you were to be paid, correct?
- 13 A Excuse me? It was how we provided for each other to
- 14 have a place to live.
- 15 Q Okay.
- 16 A So to speak.
- 17 Q Basically, as long as you remained in the program and
- 18 followed the rules of the program, then the program
- 19 has obligations to you as well; is that correct?
- 20 Those obligations being things such as providing you a
- 21 place to stay, food, helping you get clothing, things
- 22 like that; is that correct?
- 23 A Yes.
- 24 Q In fact, you entered into that with something called a
- 25 resident's statement; isn't that correct?

1 A Yes.

2 MR. WARDER: For the Court's attention, I'm
3 looking at Page 134 of the APA submissions.

4 BY MR. WARDER:

5 Q Is this your signature? It says "Resident's
6 Statement."

7 A Yes.

8 Q And that's your signature?

9 A Yes.

10 Q This was a contract between you and SC Strong; is that
11 correct?

12 A I understand this. But when you come to the program,
13 usually like - I did 18 months. I've never been
14 incarcerated in my life like that. I did 18 months
15 and I asked Judge Keesley to send me to this program
16 before I even got sentenced, I asked for this program.
17 He said, "Okay. I will let you go to that program,
18 but you must complete the program." I said, "Yes,
19 sir. I will." If anyone could tell you, I worked
20 hard while I was in that program. I followed the
21 guidelines on that program and I tried to show respect
22 to everyone while I was in that program. Now that
23 I've gotten hurt, I feel - within this program we are
24 taught to be responsible for our actions and the
25 things - for those people around us. To me, honestly,

1 it's disappointing because I feel like this is what
2 we teach within the program. You know what I mean?

3 A I understand. I would say everybody is probably
4 disappointed here. Let me ask about the
5 incarceration. You were incarcerated 18 months,
6 correct?

7 A Yes, sir.

8 Q You were sentenced to fifteen years, suspended to
9 three with five years probation?

10 A Yes, sir.

11 Q So, this was an alternative to finishing out the three
12 years; is that correct?

13 A Actually, prison was a lot easier. I was on work
14 release. I had a job. I made my money. I paid me
15 child support. I didn't get to see my kids, but I was
16 helping to take care of my daughters. And I came to
17 the program because I wanted a place of sobriety that
18 I could focus and get my life back together. I wasn't
19 a drug addict all my life. I did drugs for a year and
20 a half. There are guys that have done drugs for 20
21 years and in and out of prison all their lives. I
22 understand that. But that wasn't my case. But I know
23 that I want to be the man that I know I can be.
24 That's why I went there.

25 Q I understand you are currently in a different program,

1 correct, in Columbia?

2 A Yes.

3 MR. WARDER: Thank you. That's all I have.

4 MR. RHOADES: Nothing further on redirect.

5 That's our case.

6 THE COURT: You can step down, Mr. Simmons. You
7 can step down. Mr. Warder, any witnesses?

8 MR. RHOADES: Nothing further for our case.

9 THE COURT: Okay.

10 MR. WARDER: Nothing further.

11 THE COURT: That being the case, that'll conclude
12 this hearing.

13 (THE HEARING CONCLUDED AT 10:19 AM.)

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE #1100764

WILLIE L. SIMMONS	)	
	)	
CLAIMANT,	)	SC WORKERS' COMPENSATION COMMISSION
	)	
VS.	)	FULL BOARD HEARING OF
	)	
SC STRONG	)	WILLIE L. SIMMONS
	)	
EMPLOYER,	)	VS
AND	)	
	)	SOUTH CAROLINA STRONG
HARTFORD UNDERWRITER	)	
ST. PAUL TRAVELERS	)	
<u>CARRIER.</u>	)	

This is the Transcript of the South Carolina workers' Compensation Hearing of willie L. Simmons versus South Carolina Strong, taken before Gloria Davis, a Court Reporter and Notary Public in and for the State of South Carolina, commencing at the hour of 9:31 A.M., Tuesday, November 15, 2011, at South Carolina workers' Compensation Commission, 1333 Main Street Columbia, South Carolina.

COPY**REPORTED****BY****GLORIA DAVIS**

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APPEARANCES

FOR THE FIRST APPELLANT:
D. Dusty Rhoades, Esquire
828 Saint Andrews Boulevard
Charleston, SC 29407

FOR THE SECOND APPELLANT:
Kathryn R. Fiehrer, Esquire
Wood & Warder, LLC
One Wesley Drive
P.O. Box 20550
Charleston, SC 29413

COMMISSIONERS PRESENT:

T. Scott Beck, Chair
Susan S. Barden
G. Bryan Lyndon

*Reporter's Note: -- Indicates incomplete thought or sentence, trailing off or interruption by speakers.

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1 williams had determined it didn't and whether or not in
2 determining that a liberal construction in favor of the
3 Claimant in coverage should had been made. South
4 Carolina Strong is a, so called, non-profit
5 organization. They bring in, you know, many times --
6 at the time they had approximately twenty-five (25) or
7 testimony indicated twenty-five (25) at any given time.
8 They had, by the testimony in the case, at least two
9 (2) supervisors; they were actually paid employees and
10 actually covered under workers' Compensation insurance.
11 The parolees, or whatever you want to call them, I --
12 it never became very clear exactly what they are, would
13 come out of the prison and go into essentially rehab to
14 try and get them ready to go out in society with
15 skills. And the question I'm going to ask you to look
16 at are the usual four (4) points for whether or not
17 there -- there was an employer/employee relationship.
18 The -- there was a lot of control and -- a tremendous
19 amount of control, almost total control. And by the
20 way, one of the supervisors, Mr. Hamilton, who
21 testified in this, he was one of the former, so called,
22 residents, otherwise known as employee that we believe
23 were special under the law of South Carolina. And when
24 you look at all of the -- the points -- well, he -- let
25 me go -- back up just a minute. My client fell off a

1 roof while doing construction work for South Carolina
2 Strong. South Carolina Strong would bid out on
3 construction cases and they would bid it out, as the
4 testimony indicates in the transcript, taking into
5 consideration just what the cost for labor would be,
6 what the cost for the materials, and that's how they'd,
7 at least partially in some way, fund what was going on
8 with the residents and the employees and the whole
9 organization. When they took in these people such as
10 Willie Simmons, one of the things they had -- they had
11 very -- well, they had numerous requests. One (1), it
12 was a directed and a part of the understanding, and
13 they had to sign for it, they would not work at any
14 other employment. They could only work -- no outside
15 jobs -- only work doing work six (6) days a week for
16 South Carolina Strong. They were paid -- and
17 interestingly enough I'll ask you to take a look at, if
18 you have reference to it quickly, page 104 of the
19 APA's, which will probably come up a lot -- what
20 apparently all people going into the program sign and
21 I'm reading specifically from it. There are three (3)
22 paragraphs that are numbered and Willie Simmons signed,
23 as other residents have to do, too, in the program.
24 "I, Willie Simmons, state that" -- and then go to
25 paragraph two (2). "Any work which I have done or will

1 do for South Carolina Strong is done as a volunteer
2 without any expectation of remuneration". But then
3 they want it both ways because you go on to paragraph
4 three (3), notwithstanding paragraphs one (1) and two
5 (2) above, "If any governmental body determines that I
6 am not a volunteer or cannot donate to South Carolina
7 Strong, any remuneration, which might be due to me from
8 South Carolina Strong" -- that's partially cut off --
9 "I state that I was more than adequately paid by room,
10 board, and services". You had to use the room, board
11 and services of South Carolina Strong as part of it for
12 the control. The -- they want -- I'll refer you
13 specifically to page 42 of the transcript in which
14 during the testimony I asked Mr. Hamilton, starting on
15 question -- let's see, line 8 -- I asked him to verify
16 whether that, in fact, these people such as Mr. Simmons
17 are not allowed to work at any other employment, and he
18 said that's correct. I asked him to verify the
19 correctness that room and board are supplied by South
20 Carolina Strong and that's what they have to get, and
21 he said that's what's -- that's correct. They can't go
22 out and stay at another place and don't get food at
23 other places. South Carolina Strong provides the tools
24 for the work that they do, and he said that's correct.
25 I -- I asked him to verify the accuracy and correctness

1 of what hours and when these people, including Mr.
2 Simmons, were going to work and where they're going to
3 work and that they controlled that, and he said that's
4 correct. Well, that seems pretty clear we're getting
5 to the point of if it quacks like a duck, and walks
6 like a duck, then it is a duck. In this case, it
7 quacks like an employer, acts like an employer,
8 therefore is an employer including -- even on the -- on
9 the original Form 51. For many months, until just
10 shortly before the hearing, they admitted the Attorney
11 -- I said Attorney, excuse me -- employee/employer
12 relationship and then decided to change their mind. In
13 other words, they were for it before they were against
14 it and the problem -- we know positions of John Kerry
15 and Mitt Romney in current political terms. So, for
16 the longest time they were for it and then went back
17 against it, and said well, maybe not; we've decided
18 we're not -- we didn't have any employee/employer
19 relationship. Similar to that -- and, frankly, that
20 statement I showed you just a minute ago and called
21 your attention to where they're trying to have it both
22 ways, too. You'll see, as well, they consider in the
23 course of -- I think it's page 57 of the transcript --
24 sure, up at the top, line 6, we're talking about they
25 determine how long it would take for a crew of

1 professionals to do the job when I asked him about
2 bidding, and down at the bottom he said he considered
3 someone that he would pay as a professional. And I
4 asked how much that would be; fifteen dollars (\$15.00)
5 an hour. That'll go a little bit into the other issue
6 that the Defendants have raised about what the pay
7 should be or not be. Back to employer/employee
8 relationship, clearly they furnished the equipment.
9 They were -- by the way, they were even -- the fine,
10 there's no discrepancy about that; I asked Mr. Hamilton
11 about it. They were fined eight thousand dollars
12 (\$8,000.00) by OSHA for not having harnesses for the
13 workers. So, these people are totally controlled and
14 totally managed in their lives about everything,
15 specifically about the work they do. They always talk
16 about the work. In the statement they're asked to sign
17 you got South Carolina Strong saying we want it both
18 ways, in -- in essence and recognizing, apparently,
19 that, gee, that may not be the case. It may very well
20 be an employee/employer relationship as in Paragraph
21 Three (3) that it references. They have the right to
22 put them out of the program. They -- if you look
23 closely at the testimony they danced around that
24 repeatedly whenever I'd ask different angles. They
25 said, well, he -- he left. He didn't leave. The

1 testimony, summarized, indicates that he was told to
2 leave when he was on the phone talking to an Attorney
3 and they were upset when he was trying to get an
4 Attorney for his medical bills because none of the
5 medical bills had been paid. They also verified that
6 they would have paid the medical bills if he hadn't
7 called an Attorney.

8 Commissioner Beck: So, why was he calling an
9 Attorney?

10 Mr. Rhoades: Because nobody was paying any
11 medical bills for his falling off the roof and he
12 couldn't get any answers and that's what the testimony
13 in the transcript indicates. You'll see that further
14 page --

15 Commissioner Beck: Yes, I --

16 Mr. Rhoades: -- 68 for you reference in the
17 transcript.

18 Commissioner Beck: -- I read it.

19 Mr. Rhoades: And he was -- and that's what he
20 talks about. He said he couldn't get any answers;
21 nobody was doing anything. And then he said the mere
22 fact he called an Attorney -- well, in essence, you're
23 out of here. And then he was put out of the program
24 and they can say he left, well he left because they
25 made him leave; they said that was a condition. They

1 didn't want to use that word. And if you look at the
2 transcript the various different ways I asked it, they
3 were desperate to try and dodge it, bob, weave, and
4 answer it in any but -- any way but the obvious, that
5 they made him leave. He didn't want to leave. He
6 wanted to get the treatment. Am I at eight (8)
7 minutes?

8 Commissioner Lyndon: Right.

9 Commissioner Beck: You are, sir.

10 Mr. Rhoades: All right.

11 Commissioner Beck: Finish your thought.

12 Mr. Rhoades: Do you have any questions beyond
13 that? I'll stop right there.

14 Commissioner Beck: No.

15 Commissioner Lyndon: No, I don't.

16 Commissioner Beck: Ms. Fiehrer.

17 Ms. Fiehrer: Thank you, Commissioners.

18 ARGUMENT FOR THE SECOND APPELLANT

19 By Ms. Fiehrer:

20 Kate Fiehrer here on behalf of South Carolina
21 Strong and their insurance carrier in this workers'
22 Compensation claim. I do feel that some of the
23 arguments that have been presented to you are
24 misplaced. This is not a statutory employer situation.
25 We're not using the Wilkinson's Test to determine which

1 is the proper employer/carrier as far as the right to
2 control, and pay, and so forth. We feel that the more
3 appropriate test is whether this was an
4 employer/employee relationship and Shuler and
5 McClearity -- McCleary analyze those more adequately.
6 As far as any information that was argued and whether
7 the employer/employee relationship was denied, there
8 was a multiple filing of Form 51's. This issue was
9 ruled upon by the Commissioner when the Defendants
10 argued under Regulation 67-610 B (2) that they were
11 moving forward on denying the employer/employee
12 relationship; that aspect was not appealed by Mr. --
13 Mr. --

14 Mr. Rhoades: Rhoades.

15 Ms. Fiehrer: -- Mr. Rhoades. Thank you, I was
16 going to call you Dusty. And therefore, I don't think
17 that's properly before the Commission. Also, the issue
18 of whether he was suing the company I don't believe is
19 properly before the Commission, has any relevance. In
20 fact, the Claimant was only a resident for two (2) more
21 weeks. He had fall appointments scheduled. He did
22 choose to ask for an Attorney and that's something that
23 South Carolina Strong provided a lot of these residents
24 as far as whether they had any family issues and so
25 forth. And when he was asking for an Attorney -- for

1 them to provide him with an Attorney, specifically to
2 sue the company, that's where the conflict of interest
3 arose and they decided that he could not stay there if
4 he was going to be pursuing a lawsuit against South
5 Carolina Strong; it had nothing to do with his
6 employer/employee relationship or any of those
7 arguments that have been brought up. This was, in
8 fact, a company that -- it's a non-profit organization.
9 They provide a holistic approach to these former
10 inmates. The inmates have to apply to be a part of
11 this program. They sign a resident's statement
12 acknowledging what it is exactly. There is a lot more
13 than these vocational aspects. There are religious
14 aspects. They help them GED's. This is just one (1)
15 little part of the program and it's not just
16 construction; there are many different fields in which
17 people are trained kind of like a wood shop would be or
18 any other vocational training school. They're helping
19 people learn skills that they can transfer to the
20 outside world. In fact, the Claimant recognized that
21 he was a volunteer and not an employee. This is not
22 similar to the situation where a juror is doing other
23 work and is supposed to be summonsed for jury duty; Mr.
24 Simmons was doing work as a part of this holistic
25 approach and he was volunteering this. Therefore, we

1 would argue that this is more like the Candy Striper
2 situation where the person is there volunteering their
3 services and, obviously, you are aware that that Candy
4 Striper was found not be an employee. Under Section
5 42-1-130 (A) an employee must be engaged in an
6 employment situation under appointment, contractor hire
7 or apprenticeship; none of these were satisfied in this
8 situation. The only evidence is this resident's
9 statement where the Claimant agreed that he was a
10 volunteer without any expectation of wages. In fact,
11 there was no recognition of that employer/employee
12 relationship on either of these sides and there was no
13 information presented to the contrary. Furthermore,
14 Mr. Simmons acknowledged that he had no right to demand
15 payment for any of the services he was doing while
16 being -- taking part in this training program.
17 Although, this was one (1) part of it, he did do some
18 work and that's when this fall occurred. However, he
19 acknowledged that he had no right to demand payment.
20 There are several persuasive cases that have analyzed
21 South Carolina Strong or their apparent company in this
22 situation. South Carolina Strong was actually analyzed
23 by Charleston County and they found that they did not
24 have -- that these gentlemen were not employees; that
25 they were volunteer workers. The United States

1 Department of Labor also analyzed the South Carolina
2 Strong program and found that these residents were not
3 employees; they were volunteer workers. And this
4 situation was before the California Workers'
5 Compensation Commission with South Carolina Strong's
6 parent company, the DeLancey Street Foundation -- all
7 of this is in evidence -- and the Commission there
8 found that there was no employee/employer relationship
9 as well. I understand that these all just persuasive
10 situations but I do believe that their decisions
11 outline some of the arguments that we're making here
12 today. As far as this being an apprenticeship, alleged
13 apprenticeship, the Claimant was not participating like
14 a Plumber would be where he was training underneath a
15 Plumber to be a Plumber. This isn't a plumbing
16 company, per se. This is a company that is a holistic
17 self help organization that the Claimant was
18 volunteerily -- volunteer -- voluntarily electing to
19 take part in as opposed to serving out the remaining
20 prison sentence that he had. And, obviously, I'd
21 already distinguished Wilson with the juror situation.
22 I believe those are all of the points that I wanted to
23 make.

24 Commissioner Lyndon: You have an exception on the
25 comp rate. It was addressed. Even though the --

1 it was denied you would -- that was one (1) of
2 your exceptions.

3 Ms. Fiehrer: And that is the appeal that the
4 Defendants have made. That's the only that we're
5 appealing is portions of Finding of Fact Number Six
6 (6). We believe that this is a hypothetical finding.
7 The fact that he was not found to be an employee means
8 that the average weekly wage, comp rate, shouldn't even
9 have been addressed. As you're aware under Section
10 42-1-40 the average weekly wage is an earnings of an
11 injured employee. And because Mr. Simmons was found
12 not to be an employee I don't believe that any of those
13 conclusions as far as an average weekly wage, comp
14 rate, should have been addressed. Furthermore, the
15 greater weight of the evidence indicates that, yes, the
16 Claimant did testify that during several months, not
17 the entire time that he was a resident, but he did do
18 work. And he was working six (6) days a week at that
19 time. There's no comment or testimony on the number of
20 hours per day that we could even formulate an actual
21 comp rate in that finding; therefore, it's only
22 limited. To the extent that this matter would ever be
23 reversed and he was found to be an employee the
24 Defendants don't want to give up their right to argue
25 whether there is a different compensation rate or

1 average weekly wage. Furthermore, we don't want to be
2 tied down by Finding of Fact Number Six (6) that
3 indicates that he also would have been entitled to TTD
4 and medical if he was found to be an employee.
5 Obviously, 42-15-60 indicates that those are only --
6 those are things that could be provided to -- the
7 medicals provided to an injured employee. If he's not
8 an employee, this seems to be a hypothetical inference
9 and unnecessary as part of this decision and order.
10 Therefore, we would ask that the decision and order be
11 affirmed with the exception of Finding of Fact Number
12 Six (6), and that be omitted from the final decision of
13 the Commission. Also, as far as the greater weight,
14 there is testimony that he was basing this on, you
15 know, some bids or so forth on fifteen dollars (\$15.00)
16 an hour, and that's if these were professionals. He
17 conceded that that fifteen dollars (\$15.00) an hour
18 would have included, you know, things as the
19 professionals getting it done in a timely manner and a
20 professional, you know, a -- they're backing up their
21 work and so forth where that is not the case. That's
22 not how, you know, they were -- it took longer to do
23 jobs. It took longer to correct things because this
24 was part of a training situation and teaching skills.
25 It wasn't -- although it's based on the professional

1 rate it wasn't -- they didn't complete it in a
2 professional manner. Therefore, we don't believe that
3 the fifteen dollars (\$15.00) per hour could have been
4 the rate that is used for Mr. Simmons. Does anyone --

5 Commissioner Beck: Okay.

6 Ms. Fiehrer: -- have any questions?

7 Commissioner Lyndon: Thank you.

8 Commissioner Beck: Thank you.

9 Ms. Fiehrer: Thank you, Commissioners.

10 Commissioner Beck: Mr. Rhoades.

11 Mr. Rhoades: Thank you.

12 RESPONSE FOR THE FIRST APPELLANT

13 By Mr. Rhoades:

14 First off, as far as the rate goes, if I
15 understood the argument they were billing --
16 calculating what the labor cost would be at fifteen
17 dollars (\$15.00) an hour but they're saying that they
18 really weren't worth fifteen dollars (\$15.00) an hour?
19 I don't remember anything being in any of that
20 testimony indicating that they were telling any of the
21 people they were billing that they were -- that it was
22 worth less than fifteen dollars (\$15.00) an hour. If
23 that's the rate they were billing; that's the rate they
24 were billing. The hours, I couldn't find it just now
25 to locate in the transcript. I believe my client

1 testified about working, I believe it was more than
2 eight (8) or nine (9) hours a day, six (6) days a week,
3 and I don't think there's anything to the contrary. I
4 just couldn't locate it in there. I'll defer to
5 whatever the transcript says. I would disagree with
6 opposing counsel characterizes as to the Wilson Case.
7 That's summarized on page 5 of our brief, talking about
8 a juror that because of religious beliefs did
9 janitorial work rather than juror work. He wasn't
10 being paid. He still -- when he was hurt while doing
11 the janitorial work he was -- he received workers'
12 Compensation. Keep in mind, these people went and got
13 workers' Compensation for -- maintaining they only had
14 two (2) employees; there's no dispute about that. Why
15 were they getting that and then going on to the
16 twenty-five (25) residents that they completely
17 controlled, where they were going to go, what they were
18 going to do, at a program they could enter in to? They
19 didn't have to enter in to it but once they did they
20 controlled it. No different than going to a job and
21 saying, yeah, we'll take you but by the way, here are
22 the terms, they both agreed. And I didn't hear any
23 explanation about trying to square with, well, we
24 admitted there was an employee and Attorney --
25 employee/employer relationship for several months until

1 just before the hearing, nor did I hear an explanation
2 or see it in the briefs about how do you reconcile two
3 (2) and three (3). well, we're going to have you sign
4 this thing that says you're a volunteer but just in
5 case maybe you aren't here is the backup plan for that.
6 well, that doesn't sound like a whole lot of certainty.
7 And then with a liberal construction in favor of
8 coverage we believe that Commissioner Williams made an
9 error and should have found it compensable and that it
10 satisfies all four (4) tests of the employee/employer
11 relationship. Are there any questions?

12 Commissioner Lyndon: But this is not a wilkinson
13 case, though, is it? And that's what you're
14 arguing; I thought that's what Ms. --

15 Mr. Rhoades: She -- she mentioned about a
16 statutory employer. I don't remember --

17 Commissioner Lyndon: -- Ms. -- Ms. Fiehrer, I --
18 I believe what you're arguing it needed to meet --
19 it needed -- needed to meet the pre-ordained is
20 what the courts used that word, I believe, in
21 wilkinson, the -- that -- those four (4) tests and
22 she -- I thought I understood her to say that that
23 was not really the law that we were pursuing.
24 She's got the chance to get a --

25 Mr. Rhoades: And that's always the law you're

1 pursuing in trying to determine whether or not there's
2 an employee/employer relationship. In other words, not
3 looking to the labels but looking to see what the
4 actual facts and circumstances were.

5 Commissioner Lyndon: -- well, if I was looking at
6 the Candy Striper Case that person was not paid --
7 considered to be -- and what's the difference
8 between this and -- and I can't read it from here.

9 Mr. Rhoades: Because they're not mandated like
10 the juror from the Wilson --

11 Commissioner Lyndon: Glover versus Greenville
12 Hospital System?

13 Mr. Rhoades: -- Case.

14 Commissioner Lyndon: Sir?

15 Mr. Rhoades: Like in the Wilson Case where the
16 juror, he had to -- he didn't have a choice; he was
17 either going to be a juror or he was going to do
18 something else.

19 Commissioner Lyndon: Okay.

20 Mr. Rhoades: They were either going to have to be
21 -- rehab and enter into this program as accepted by the
22 system. And this -- well, there weren't choices here.
23 And they were going to do it their way. It was going
24 to be six (6) days a week. The Candy Striper wasn't
25 paid, as I recall that case.

1 Commissioner Lyndon: No.

2 Mr. Rhoades: In remuneration, in the alternative,
3 in the volunteer statement saying, well, this will be
4 your pay if anybody ever argues about it. I don't
5 recall any of those circumstances having any reference
6 at all in the Candy Striper Case.

7 Commissioner Lyndon: Okay.

8 Mr. Rhoades: Any other questions?

9 Commissioner Beck: All right. Ms. Fiehrer.

10 Mr. Rhoades: Okay.

11 RESPONSE FOR THE SECOND APPELLANT

12 By Ms. Fiehrer:

13 I have very few points of clarification. One (1)
14 is that the Claimant in this situation was a volunteer
15 like the Candy Striper. The juror doing other
16 janitorial services was not there voluntarily. Those
17 are the two (2) differences, in my opinion, that
18 distinguish the employer/employee relationship and why
19 one was covered under the Act and the other one was
20 not. Mr. Simmons freely admits that he was there
21 voluntarily. And the other point I would like to make
22 is, I believe at page 57 of the hearing transcript,
23 that Mr. Hamilton distinguishes between the fifteen
24 dollar (\$15.00) rate for professional workers and the
25 fact that these residents were not professionals and

1 that it did take longer; so, that fifteen dollars
2 (\$15.00) would have been spread out over several hours
3 depending on the situation. Are there any questions?

4 Commissioner Lyndon: Okay. Thank you.

5 Commissioner Beck: All right. That'll conclude
6 this proceeding.

7 Ms. Fiehrer: Thank you.

8 Commissioner Beck: Thank you all very much.

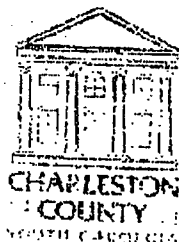
9 Mr. Rhoades: Okay. Thank you.

10 Commissioner Barden: Have a good one.

11 Commissioner Lyndon: Have a good day and a good
12 trip back to Charleston.

13 (THERE BEING NO FURTHER ARGUMENTS, THE FULL COMMISSION
14 HEARING CONCLUDED AT 9:53 A.M.)
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Christine O. DuRant
Director, Grants Administration



Tel: 843.202.6960
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Lonnie Hamilton III Public Services Building
1045 Bridge View Drive, Suite C202
North Charleston, SC 29405

February 3, 2011

Mr. John Glemser, Director
South Carolina STRONG
2510 North Hobson Avenue
North Charleston, South Carolina 29405

Dear Mr. Glemser:

We have received an opinion from the United States Department of Labor regarding the appropriate classification of the residents who will be assisting with the renovation of 1300 Navy Way, North Charleston as volunteer workers.

Mr. Bill Peythress, Senior Labor Relations Specialist provided the written opinion below citing Section 110(a) (b) as the regulatory authority upon which we have drawn the conclusion that the residents are not employees of South Carolina STRONG but rather are volunteers:

Section 110(a) of the Housing & Community Development Act of 1974 triggers Davis-Bacon requirements on the lead-based paint and asbestos abatement work on the project, as this work is deemed construction.

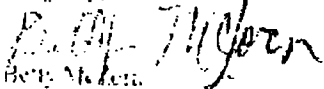
Section 110(b) provides exclusion from the requirement for volunteers who meet the following standards:

- Perform services for which the individual volunteered;
- Do not receive compensation for such services; or are paid expenses, reasonable benefits, or a nominal fee for such services; and
- Are not otherwise employed at any time in the construction work.

The training agreement between the residents and South Carolina STRONG further supports this mutual relationship. Therefore this project is exempt from the Davis Bacon wage requirements as long as the covenant agreement with the residents is valid.

Please maintain a copy of this decision in the project file as appropriate. I am available at any time for further discussion of this matter if necessary at (843) 202-6977 or by email at bmc202@charlestoncountysc.org.

Sincerely,


Johnna Murray
Program Administrator

Johnna Murray, Program Manager
John Hamilton, Project Director

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Willie

**D. DUSTY RHOADES
ATTORNEY AT LAW**

828 St. Andrews Blvd.
Charleston, SC 29407

Phone: (843) 556-8000
Fax: (843) 556-4091

May 10, 2011

Commissioner Derrick L. Williams
SC Workers' Compensation Commission
P.O. Box 1715
Columbia, South Carolina 29202-1715

RE: Willie Lee Simmons v. South Carolina Strong
WCC No.: 110764
Hearing May 25, 2011

Dear Commissioner Williams:

Enclosed are the Notice of Witnesses, Written Medical Reports and Documents to be Introduced as Direct Evidence, Form 58 and Proof of Service in the above referenced matter. I have mailed a copy of the same to Reid Warder with a copy of all APA submissions.

Cordially,



Nancy Southwick
Paralegal to D. Dusty Rhoades
/nfs

cc: Willie Simmons
Reid Warder

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
WILLIE LEE SIMMONS)
EMPLOYEE,)
vs.)
SOUTH CAROLINA STRONG)
EMPLOYER,)
and)
HARTFORD UNDERWRITERS)
ST PAUL TRAVELERS)
CARRIER.)
_____)

BEFORE THE
SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
WCC FILE # 1100764

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

**TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION AND F. REID
WARDER, ESQ., ATTORNEY FOR EMPLOYER/CARRIER:**

YOU ARE HEREBY NOTIFIED THAT THE Claimant, pursuant to the provisions of
the South Carolina Workers' Compensation Commission Act and South Carolina Code Section 1-23-
330, (1976, as amended) and pursuant to Rule 67-612 will submit the following medical reports
and/or other documents as direct evidence on behalf of the Claimant:

<u>NAME OF PHYSICIAN/OTHER</u>	<u>DATE</u>	<u>PAGE NUMBERS</u>
1. EMS Report	01/14/11	1 - 4
2. MUSC Trauma	01/14/10	5 - 71
3. Lexington Medical Center (Medical records requested but not received - will supplement upon receipt)	02/17/11	72 - 74
4. Subpoenaed Docs. from SC Strong		75 - 112
5. News Articles - SC Strong		113 - 126

YOU ARE FURTHER HEREBY NOTIFIED that you have the right of cross-
examination; and, should you desire to exercise said right, you are to forthwith schedule the

depositions of any of the physicians, whose reports are submitted, for the purposes of cross-examination.

YOU ARE FURTHER NOTIFIED that the originals of the documents referred to herein, or photocopies received from said physician/others, are to be filed with the South Carolina Workers' Compensation Commission at the scheduled hearing, for insertion in the file of the South Carolina Workers' Compensation Commission and inclusion into evidence on behalf of the employee-claimant.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the Claimant:

1.	Claimant	6.	Glenn Smith
2.	John Techlenberg	7.	Dr. Donato
3.	John Hamilton	8.	Terry Kindred
4.	Dennis Quick		
5.	Almar Flotildes		
6.	Jashiir Whipper		

By:


D. DUSTY RHOADES
Attorney for the Claimant.

Charleston, South Carolina
May 10, 2011



Claimant's Name: Willie Lee Simmons Employer's Name: The South Carolina Strong
Address: [REDACTED] Address: [REDACTED]
City: [REDACTED] State: SC Zip: [REDACTED] City: [REDACTED] State: SC Zip: [REDACTED]
Home Phone: [REDACTED] Work Phone: [REDACTED] Carrier: The Hartford Underwriters Ins. Co.
Preparer's Name: D. Dusty Rhoades Preparer's Phone #: (843) 556-8000

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

☒ Injury ☐ Illness ☐ Repetitive Trauma

1. Compensation Rate: TBD 2. AWW: TBD Date of Injury: 1/14/11
3. Type of injury and body part(s): head and cervical spine
4. Facts in controversy: Employer-employee relationship; AWW and CR; medical benefits; (see addendum)
5. Legal issues involved: Defendants admitted accident on Form 51 and employer-employee relationship, then recently amended 51 to deny employer-employee relationship; Can admission be retracted? Benefits under the Act;
6. Unusual aspects:
7. Witnesses (designate if expert):* Claimant; John Techlenberg; Mr. John Hamilton; Dennis quick; Almar Flotildes; Jashiir Whipper; Glenn Smith; John Glemser; Stephen Montgomery* Dr. Donato* Terry Kindred (EMT)*
8. Exhibits: Subpoenaed documents from South Carolina Strong – Claimant statements, Invoices. Claimant deposition; Claimant recorded statement; News Articles – South Carolina Strong;
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance):
Medical evidence reports pursuant to R.67-612
10. Name, address, and specialty, if any, of the treating physician: MUSC ER physician Dr. Stephen Montgomery – Charleston SC; Lexington Medical Center ER -Dr. Donato – Lexington, SC; EMS – Terry Kindred
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:

Claimant requests Social Security Offset Language (James v. Anne) and lump sum award in case of PPD or PTD

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

Signature: D. Rhoades Email: Drd1414@aol.com

Date of hearing: 5/25/11 Time needed for hearing: 2 hours

On behalf of ☒ Claimant ☐ Employer

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.

Willie Lee Simmons v. South Carolina Strong
WCC No. 1100764
Form 58 Addendum

Mr. Simmons was working for South Carolina Strong when he fell off a roof that South Carolina Strong was contracted to construct. SC Strong admitted on Form 51 it had an employer-employee relationship with Mr. Simmons, when the accident happened. They recently changed the Form 51 to retract that admission.

Strong provides room and board, educational and counseling services, for individuals on parole, to train and work, on building projects. The Mr. Simmons was not working for SC Strong as a condition of his parole. He worked for SC Strong separately from parole.

SC Strong provided the tools, used in daily work, controlled the hours and type of work Mr. Simmons did, and required Mr. Simmons and similar workers to not work at other employment as a condition to work for SC Strong. SC Strong provided room and board for the Mr. Simmons until he was hurt falling about 30 feet off a roof.

Mr. Simmons's injuries were substantial, including a head laceration, and fractured cervical vertebrae.

SC Strong fired Mr. Simmons from the employment and refuses to be responsible for any medical bills or anything else.

SC Strong is paid for contracting services that it uses Mr. Simmons, and other program participant employees, to carry out controlled, supervised, building contracts.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
WILLIE LEE SIMMONS)
EMPLOYEE,)
vs.)
SOUTH CAROLINA STRONG)
EMPLOYER,)
and)
HARTFORD UNDERWRITERS)
ST PAUL TRAVELERS)
CARRIER.)

BEFORE THE
SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
WCC FILE # 1100764

PROOF OF SERVICE

I hereby certify that on May 10, 2011 I mailed a copy of the **Pre-Hearing Brief, Notice of Witnesses/Evidence and all APA Submissions** to:

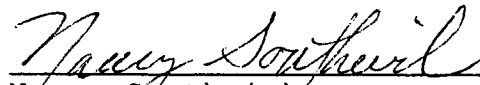
Commissioner Derrick Williams
SC Workers' Compensation Commission
P. O. Box 1715
Columbia, SC 29202-1715

F. Reid Warder, Jr.
P O Box 20550
Charleston SC 29413

☒ **VIA FIRST CLASS MAIL**

☐ **VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

by placing a copy of said documents in the United States Mail with sufficient postage.


Nancy Southwick
Office of D. Dusty Rhoades
Attorney for Claimant
828 St. Andrews Blvd.
Charleston, SC 29407
(843) 556-8000

INDEX OF APA SUBMISSIONS

Willie Lee Simmons v. South Carolina Strong

WCC No. 1100764

Hearing Date: May 25, 2011

CLAIMANT'S SUBMISSIONS

<u>NAME OF PHYSICIAN/OTHER</u>	<u>DATE</u>	<u>PAGE NUMBERS</u>
1. EMS Report	01/14/11	1 - 4
2. MUSC Trauma	01/14/10	5 - 71
3. Lexington Medical Center	02/17/11	72 - 74
(Medical records requested but not received - will supplement upon receipt)		
4. Subpoenaed Docs. from SC Strong		75 - 112
5. News Articles - SC Strong		113 - 126



TRANSFER

Patient Care Report

ton County EMS

RIDGE VIEW DRIVE
Suite B-309
N CHARLESTON, SC 29405
(843) 292-8700 Ext.

Run Number: 293533

Date of Service: 01/14/2011

Patient Name: WILLIE SIMMONS

CREW INFO	RESPONSE INFO	DISPOSITION	TIMES
Vehicle: 1514 Crew #1: Kindred, Terry Crew #2: Stout, Robin Doc'd By: Assisted By: 4 7 0	Med/Trauma: Trauma Call Type: ALS Response Priority: Emergent Nature Of Call: Fall(s) Start Mileage: 1.1 Resp. Delay: None Trans. Delay: Call Taken by: Resp. with: Fire Location: HOBSON AND TRUXTON Charleston, SC 29405 Pt Found: Sitting	Outcome: Dest. Reason: Transport Priority: At Scene Mileage: 2.1 At Dest. Mileage: 9.3 Condition at Dest.: Level of care: Barriers to Care: None None None Pt. Transported: Scene Delay: Destination: Recv Doctor:	Recvd: Dispatch: En route: At scene: At patient: Transport: At dest.: In service: At base:

PATIENT INFORMATION

Name: WILLIE SIMMONS

Phone: (999) 999-9999

DL Info:

SSN: [REDACTED]

DOB: [REDACTED]

Weight: 214 lbs (97.27 kgs)

Sex: Male

Race: African American

Home Addr.: [REDACTED]

Mailing Addr.:

INSURANCE

Work Related: No

Payer Info:

Company: Self Pay

Policy #: 250-57-2893

Group #:

HISTORY

Allergies

NKDA

Cause of Injury

Falls (E88X.0)

Chief Complaint

Pain - Neck

Pain - Back

Pain - Head

Medications

None Currently

Past Medical History

None

P494867138 DOB:01/01/1900 U U
TRAUMA
VICTIM IX
Adm:01/14/11 M2647113

ASSESSMENTS

01/14/2011 10:37:06	By:		
<u>Body Area</u>	<u>Assessments and Comments</u>	<u>Body Area</u>	<u>Assessments and Comments</u>
Airway	Patent	Breathing	Normal Respirations
Circulation	Pulses - Radial - Normal (2+)	Blood/Fluid Loss	None Noted
External/Skin	Normal	Mental Status	Alert and Oriented
Neurological	Normal		

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DRAFT**Patient Care Report****Charleston County EMS**

4045 BRIDGE VIEW DRIVE
Suite B-309
N CHARLESTON, SC 29405
(843) 202-6700 Ext.

Run Number: 293533

Date of Service: 01/14/2011

Patient Name: WILLIE SIMMONS

IMPRESSIONS

Primary Impression: Back Pain

Secondary Impressions: Pain (NOS)

TRAUMATrauma Description

Fall of 20+ Feet

VITAL SIGNS

Time	BP	Pulse	Respiratory	SpO2	EtCO2	Glucose	GCS
01/14/2011 10:18	151/97	60, Strong, Automated Regular Cuff	18 Normal, Regular	100%			
Skin Temp=Normal Skin Color=Normal Skin Moisture=Normal Lung Sounds Left=Normal BS Lung Sounds Right=Normal BS Level of Consciousness: Alert; ECG=Normal Sinus Rhythm							
Taken by: Kindred, Terry							
01/14/2011 10:25	138/94	72, Strong, Automated Regular Cuff	18 Normal, Regular	100%			
Skin Temp=Normal Skin Color=Normal Skin Moisture=Normal Level of Consciousness: Alert; ECG=Normal Sinus Rhythm							
Taken by: Kindred, Terry							
01/14/2011 10:35	141/80	58, Strong, Automated Regular Cuff	18 Normal, Regular	97%			
Skin Temp=Normal Skin Color=Normal Skin Moisture=Normal Level of Consciousness: Alert; ECG=Normal Sinus Rhythm							
Taken by: Kindred, Terry							

TRAUMA SCORES

no trauma scores entered

Comments:



P494867138 DOB:01/01/1900 U U

TRAUMA

VICTIM IX

Adm:01/14/11

M2647113

TREATMENT SUMMARY

Time	PTA	Treatment	Who performed	Authorized by	Comments
10:37		Spinal Immobilization	Kindred, Terry	Protocol (Standing Order)	
		<u>Complication</u>		<u>Complication Narrative</u>	
		# of Attempts=1	Size=N/A		Method=LSB
		KED Used=Yes	How Found=Sitting		Cervical Collar=Adult Adj. Collar
		Indication=Suspected Spinal Injury	Body Secured=9 ft straps		Head Secured=Foam Blocks
		CNS Intact Previous=Yes	CNS Intact Post=Yes		Successful=Yes
		Response=Unchanged	Authorizing Physician=Standing Orders		

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DRAFT**Patient Care Report****Charleston County EMS**4045 BRIDGE VIEW DRIVE
Suite B-309
N CHARLESTON, SC 29405
(843) 202-6700 Ext.

Run Number: 293533

Date of Service: 01/14/2011

Patient Name: WILLIE SIMMONS

TREATMENT SUMMARY CONTINUED

<u>Time</u>	<u>PTA</u>	<u>Treatment</u>	<u>Who performed</u>	<u>Authorized by</u>	<u>Comments</u>
10:37		Cardiac Monitor	Kindred, Terry	Protocol (Standing Order)	
		<u>Complication</u>	<u>Complication Narrative</u>		
		# of Attempts=1	Successful=Yes		Response=Improved
		Authorizing Physician=Standing Orders			

<u>Time</u>	<u>PTA</u>	<u>Treatment</u>	<u>Who performed</u>	<u>Authorized by</u>	<u>Comments</u>
10:37		IV	Kindred, Terry	Protocol (Standing Order)	
		<u>Complication</u>	<u>Complication Narrative</u>		
		Rate=Other	IV Site=R Arm		Solution=Saline Flush
		Volume Infused=0	Tubing=INT Cap		Size=18 G
		# of Attempts=1	Successful=Yes		Response=Improved
		Authorizing Physician=Standing Orders			

<u>Time</u>	<u>PTA</u>	<u>Treatment</u>	<u>Who performed</u>	<u>Authorized by</u>	<u>Comments</u>
10:37		Oxygen	Kindred, Terry	Protocol (Standing Order)	
		<u>Complication</u>	<u>Complication Narrative</u>		
		Dosage=4	Dosage Units=Oxygen LPM		Route=Adult NC
		Indication=Medic Discretion	Successful=Yes		Response=Improved
		Authorizing Physician=Standing Orders			

HIPAA

no signatures entered

SIGNATURES

<u>Time</u>	<u>Type</u>	<u>Who signed</u>	<u>Why patient did not sign</u>
01/14/2011 10:45	Receiving Nurse or Physician Signature	Nurse - RAUL	<Not applicable>
I hereby accept responsibility of WILLIE L SIMMONS from crew members Kindred, Terry, Stout, Robin.			
			
			
		P494867138 DOB:01/01/1900 U U TRAUMA VICTIM IX Adm:01/14/11 M2647113	

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DRAFT

Patient Care Report

Charleston County EMS

4045 BRIDGE VIEW DRIVE
Suite B-309
N CHARLESTON, SC 29405
(843) 202-8700 Ext.

Run Number: 293633

Date of Service: 01/14/2011

Patient Name: WILLIE SIMMONS

CREW INFORMATION

Start Date/Time: 01/14/2011 08:23

Crew # Name

SC00684 Kindred, Terry

5

License: SC006845

Crew # Name

SC01310 Stout, Robin

0

SC013100

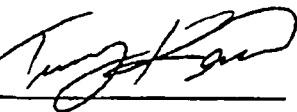


P494867138 DOB:01/01/1900 U U

TRAUMA

VICTIM IX

Adm:01/14/11 M2647113

X 

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Charleston County EM

P.O. Box 863
Lewisville NC 27023-0863
(800) 814-5339

INVOICE

Patient Name: WILLIE L SIMMONS

Notice Date: February 18, 2011

Due Date: Upon Receipt

WILLIE L SIMMONS
[REDACTED]

Run Number: 11-28775
Date of Transport: 01/14/2011

From: HOBSON AND TRUXTON, ASHLEY
HEIGHTS, SC 29405

To: MEDICAL UNIVERSITY OF S.
CAROLINA

Description	Qty.	Price	Contractual Allowance	Amount
A0427 ALS Emerg Transport - CCSC	1	425.00	0.00	425.00
A0425 Mileage (Urban) - CCSC	7	61.20	0.00	61.20

PLEASE PAY THIS AMOUNT: \$486.20

WE HAVE NO INSURANCE ON FILE FOR YOU.
PLEASE PROVIDE INSURANCE INFORMATION AT WWW.EMSBILLING.INFO,
CALL OUR OFFICE AT 1-800-814-5339, OR ON THE REVERSE SIDE OF THIS STATEMENT.
IF YOU DO NOT HAVE INSURANCE, PLEASE PAY THE AMOUNT SHOWN.

-- Your signature is required to bill your insurance. See reverse side of form. --

DETACH LOWER PORTION AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.

IPPMAC0013CH



Charleston County EMS
PO Box 863
Lewisville NC 27023-0863

ADDRESS SERVICE REQUESTED

PATIENT NAME			AMOUNT DUE
WILLIE L SIMMONS			\$486.20
RUN NUMBER	DATE OF SERVICE	STATEMENT DATE	AMOUNT ENCLOSED
11-28775	01/14/2011	02/18/2011	\$

WE ACCEPT



PLEASE SEE REVERSE
SIDE FOR DETAILS

February 18, 2011

11-28775-3CH 491253853



WILLIE L SIMMONS
[REDACTED]

CHARLESTON COUNTY EMS

PO Box 863
Lewisville NC 27023-0863



145

4a

Fall 35 Ft
Q LOC & BACK
NECK & BACK
PAIN
F.H. LAC.
HIT HEAD ON Ground



MUSC Health



FLOWSHEET

Trauma Resuscitation Flowsheet

Page 1 of 4

Form Origination Date: 7/01

Version: 3

Version Date: 9/09

9-20-07



P494867138 DOB:01/01/1900 U

TRAUMA

VICTIM IX

EAdm:12/31/10 M2647113

Patient Name

MRN

PATIENT IDENTIFICATION LABEL

Date 1-14-11	Birth Date [REDACTED]	Sex M	Race AA	Wt.
Name WILLIE SIMMONS		Allergies ☐ NKDA ☐ Unknown		
Current Medications NONE		Past Medical Hx Unknown Cardiac None Renal Pulmonary Diabetes Liver Psychiatric Immunocompromised Other		
Special Needs None noted Language		Hearing impaired Sight impaired Other		
Injury Location Street ☒ Work Residence School Other		Safety Equipment ☒ None ☐ Unknown Seatbelt Helmet Carseat Infant Child Booster Airbag Present Deployed / Not Deployed Other		
Mechanism of injury Unknown Auto Motorcycle Bicycle ATV 4 Wheeler vs est mph Roller Ejected Driver Passenger Front Back Assault Gunshot wound Stabbing Crush Amputation Snake Bite Fall ft 35 Pedestrian vs Burn Fire Chemical Inhalation Scald Electrical Contact Motor Water Related Near Drowning Other		Approx Time of Injury Transfer Yes ☒ No N/A If yes, from > 6 hrs in initial hospital Yes ☒ No Self inflicted Yes ☒ No Unknown LOC Yes, time ☒ No Unknown Cardiac arrest PTA Yes ☒ No Original EMS report ☒ Yes ☐ No In Place Prior to Arrival Glasgow Coma Scale Limb restraints Splints Traction NG tube size OG tube size O ₂ NC 2 U/min Mask U/min Ambu U/min ETT size IV x 1 Rapid Sequence Induction in field Yes No Monitor Foley size Other		
Glasgow Coma Scale				
Infant < 2 Years Old		Pediatric / Adult		
Time		Time		
Eyes open to		Eyes open to		
Spontaneous 4		Spontaneous 4		
Speech 3		Speech 3		
Pain 2		Pain 2		
Remained closed 1		Remained closed 1		
Best Verbal		Best Verbal		
Coos babbles 5		Oriented 5		
Irritable 4		Confused 4		
Cries to pain 3		Words 3		
Moans to pain 2		Sounds 2		
No response 1		No response 1		
Best Motor		Best Motor		
Spontaneous movements 6		Obeys commands 6		
Withdraws to touch 5		Localizes pain 5		
Withdraws to pain 4		Withdraws to pain 4		
Abnormal flexion 3		Abnormal flexion 3		
Abnormal extension 2		Abnormal extension 2		
No response 1		No response 1		
Total		Total 15		

Time call received 1030	Arrival time 1045	☐ Trauma A ☒ Trauma B	
Trauma alert called time 1035 ☒ Adult ☐ Peds ☐ OB ☐ No trauma called			
Arrival Mode ☐ Air ☒ EMS ☐ POV ☐ Walk-in Medic # / County # CHS			
Team Position	Name	Arrival time	
ED Attending	MARTINER	1040	
Trauma Attending	MONTGOMERY	1040	
Trauma Chief	PERNA	1040	
Trauma MD 1	QUADAY	1040	
Trauma MD 2	AVERY	1040	
ED Resident	ANDREWS	1040	
RT	REID	1040	
Xray	MURRAY	1040	
CT Tech			
RN I - Bedside	WOODS	1040	
RN II - Recording	PERGEMAN	1040	
Primary RN	DEGUERRE		
ED Tech			
Chaplain	BROWN	1040	
Pharmacy			
Service Consulted	Name	Paged	Arrived
Revised Trauma Score			
Pediatric		Adult	
Time	Score	Time	Score
A. Size		Resp. Rate	
> 20 kg	+2	10 - 29 min	4
10 - 20 kg	+1	> 29 min	3
< 10 kg	-1	6 - 9 min	2
B. Airway		1 - 5 min	1
Normal	+2	None	0
Maintainable	+1	Systolic BP	
Unmaintainable	-1	> 89 mmHg	4
C. CNS		76 - 89 mmHg	3
Awake	+2	50 - 75 mmHg	2
Obtunded	+1	1 - 49 mmHg	1
Coma	-1	No Pulse	0
D. Systolic BP		GCS	
> 90 mmHg	+2	13 - 15	4
50 - 90 mmHg	+1	9 - 12	3
< 50 mmHg	-1	6 - 8	2
E. Open Wound		4 - 5	1
None	+2	3	0
Minor	+1	Total	12
Major	-1		
F. Skeletal			
None	+2		
Closed fracture	+1		
Open / Multiple fracture	-1		
Total (A+B+C+D+E+F)			



FLOWSHEET
Trauma Resuscitation Flowsheet
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Form Origination Date: 7/01
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P494867138 DOB: 01/01/1900 U
TRAUMA
VICTIM IX
EAdm: 12/31/10 M2647113

Patient Name _____
MRN _____

PATIENT IDENTIFICATION LABEL

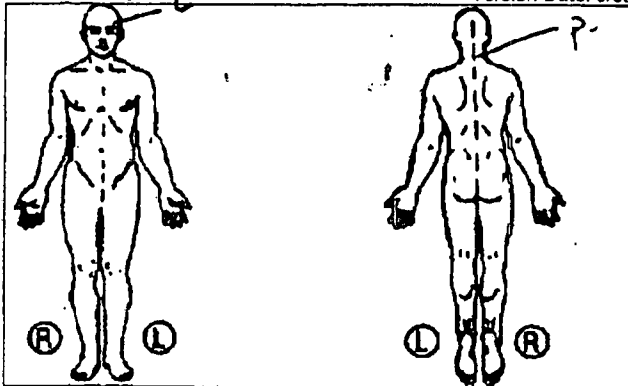


FIGURE LEGEND & ABBREVIATIONS

A = Abrasion
Amp = Amputation
AV = Avulsion
B = Bum (shade area)
BSA% _____
C = Contusion
D = Deformity
E = Ecchymosis
L = Laceration
Fx = Fracture
P = Pain
Pct = Puncture wound
Pw = Penetrating wound
Sw = Swelling



Airway
☒ Patent ☐ Obstructed
Oxygen _____ U/min ☐ NRB ☐ NC
☐ Oral / Nasal airway
☐ Intubated
Time _____ by _____ size _____
_____ cm @ teeth
☐ BS equal after intubation
☐ Easy cap + placement
Vent FIO₂ _____ TV _____
PEEP _____ Rate _____

Breath sounds R L
Clear ☒ ☒
Diminished ☐ ☐
Wheezes ☐ ☐
Rales / Rhonchi ☐ ☐
Respiratory Effort
☒ Normal ☐ Labored
☐ Absent ☐ Assisted
Other _____

Chest R L
↓ Chest expansion ☐ ☐
Penetrating trauma ☐ ☐
Flail segment ☐ ☐
SubQ air / Crepitus ☐ ☐
Equal expansion ☐ ☐
Chest tube
R Size _____ by _____ time _____
L Size _____ by _____ time _____
Other _____

Circulation NSR
Rhythm _____
Cap refill ☐ < 2 sec ☐ > 2 sec
Pulse R L
Carotid _____
Radial _____
Femoral 2 2
Dorsalis Peds 2 2
Skin
Warm ☒ Cool ☐ Dry ☒ Moist ☐
Pressure sores present PTA ☐ Yes ☐ No
Other _____

Head
Raccoon's eyes ☐
Battle sign ☐
Ear R L
Clear ☐ ☐
CSF ☐ ☐
Blood ☐ ☐
Teeth Normal
Loose site _____
Missing site _____

Neuro
LOC ☐ + ☒
Duration _____
Pupil size _____
Brisk _____
Sluggish _____
Non-reactive _____
Pediatrics
Crying Yes ☐ No ☐
Consolable Yes ☐ No ☐ By _____

Behavior
Cooperative ☒
Uncooperative ☐
Unresponsive ☐
Chemically paralyzed ☐
Combative ☐
Restraints applied ☐
Type _____
Time _____
Reason _____
By _____

Extremities
Moves all extremities
Altered movement / sensation
RA LA RL LL
Splinted ☐ ☐ ☐ ☐
No movement ☐ ☐ ☐ ☐
↓ Movement ☐ ☐ ☐ ☐
No sensation ☐ ☐ ☐ ☐
↓ Sensation ☐ ☐ ☐ ☐

Pelvis / Abd
Pelvis stable ☒ yes ☐ no
Palpation Abd
Soft ☒
Distended ☐
Firm / hard ☐
Guarding ☐
Tender ☐
Non tender ☒
Emesis ☐ yes ☐ no
NG ☐ size _____
OG ☐ time _____
by _____ Other _____

GU / Rectal
Rectal tone
Present ☐
Diminished ☐
Absent ☐
Genitalia
Blood at meatus ☐
Vaginal bleeding ☐
Priapism ☐
Foley size _____
time _____
by _____ Other _____

(Time) Vascular Access

PTA Size 18 Site AC Init AD
Size _____ Site _____ Init _____
Size _____ Site _____ Init _____
Size _____ Site _____ Init _____
Size _____ Site _____ Init _____
Central line size _____ Site _____
By _____ MD
Central line size _____ Site _____
By _____ MD
Arterial line size _____ Site _____
By _____ MD

(Time) Lab

Trauma protocol
Pediatric protocol
OB protocol
Type & Screen
Type & Cross _____ units
ABG
Major bleed protocol
Other _____
Other _____
Other _____
Other _____

(Time) X-Rays / Procedures

1046 Chest
Pelvis
Other x-rays _____
Other x-rays _____
1100 CT head / C-spine / Chest / Abd / Pelvis
Other CT _____
Warm blankets Bair hugger _____
Warm fluids Level I _____
Arteriogram
1050 Fast scan U / S abdomen +/- _____ MD
EKG
C-Spine collar removed by: _____ MD
C-collar applied / changed
1125 Log rolled / spine board removed
1140 Laceration Repair scalp site _____



FLOWSHEET
Trauma Resuscitation Flowsheet

FLOWSHEET

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P494867138 DOB:01/01/1900

TRAUMA

VICTIM IX

VICTIM IX
EAdm: 12/31/10 M2647113

Patient Name

MRN

PATIENT IDENTIFICATION LABEL

[illegible]

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FLOWSHEET

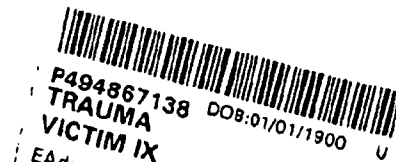
Trauma Resuscitation Flowsheet

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Version: 3

Version Date: 9/09



P494867138

TRAUMA

VICTIM IX

EAdm: 12/31/10

M2647113

Patient Name

MRN

PATIENT IDENTIFICATION LABEL



FLACC Behavioral Pain Scale (1 month to 3 years of age)

Categories	Scoring		
	0	1	2
Face	No particular expression or smile	Occasional grimace or frown, withdrawn, disinterested	Frequent to constant quivering chin, clenched jaw
Legs	Normal position or relaxed	Uneasy, restless, tense	Kicking or legs drawn up
Activity	Lying quietly, normal position, moves easily	Squirming, shifting back and forth, tense	Arched, rigid or jerking
Cry	No cry (awake or asleep)	Moans or whimpers; occasional complaint	Crying steadily, screams, or sobs, frequent complaints
Consolability	Content, relaxed	Reassured by occasional touching or being talked to distractible	Difficult to console or comfort

0 = Relaxed and comfortable 1-3 = Mild discomfort 4-6 = Moderate pain 7-10 = Severe discomfort / pain

APP = Assume Pain Present

From Hockenberry MJ, Wilson D, Winkelstein ML: Wong's Essentials of Pediatric Nursing, ed. 7, St. Louis, 2005.

RICHMOND AGITATION SEDATION SCALE (RASS)

+4 Combative	-1 Drowsy
+3 Very agitated	-2 Light sedation
+2 Agitated	-3 Moderate sedation
+1 Restless	-4 Deep sedation
0 Alert & Calm	-5 Unarousable

NURSES NOTES 1045: NAD. A+Ox3, ABC'S INTACT & WNL. S/P FALL OFF A ROOF
 @ 30-35 FT. @ LOC, WAS ANXIATED AT SCENE per EMS. HIT HEAD ON
 GROUND. @ LAC TO FOREHEAD. (1100) TO CT SCAN. NAD. HEMODYNAMICALLY
 STABLE. (1115) NAD. BACK TO ER. MOVES ALL 4 EXT. A+Ox3. RD.
 (1125) Assumed case - pt alert - NAD. 90 pain to neck/head - MD CBRs -
 localized + back board removed - vs - KK
 (1140) RNDERS to loc repair - pain improved p med - KK
 (1125) C-collar AD - pt alert - NAD. VIT neuro CBRs 10K
 (1300) pt up to side of bed - vs - 90 pain - C-collar in place
 510 pain - pt to be d/cd home - KK
 (1330) pt d/cd home - renewed d/c instructions - vit - pt alert - NAD
 vs - 10K - 8 QUEST - CBRs 10K

FAMILY ☐ NOTIFIED TIME _____ NAME _____ RELATIONSHIP TO PT _____ PHONE # _____ ☐ EN-ROUTE ☐ UNABLE TO CONTACT ☐ CHILD LIFE PRESENT VALUABLES ☐ PERSONAL EFFECTS INVENTORY DONE ☐ TO PATIENT ☐ TO FAMILY ☐ OTHER _____ ☐ TO SAFE ☐ RECEIPT ON CHART, ENVELOPE # _____ ☐ POLICE _____ BADGE # _____ PRIMARY RN SIGNATURE _____ INIT RD. SECONDARY RN SIGNATURE _____ INIT KK RN SIGNATURE _____ INIT _____ RN SIGNATURE _____ INIT _____ ORDERING MD _____ ORDERING TRAUMA / EMERGENCY ATTENDING _____		@ DISPOSITION DATE 1/14/11 TIME 1300 GCS 15 VS 8/26/10 ADMITTED RM # _____ REPORT GIVEN TO _____ RN SERVICE / ATTENDING _____ ☒ DCD TO HOME ☐ TRANSFERRED TO _____ ☐ EXPIRED DATE _____ TIME _____ PRONOUNCED BY _____ MD TIME TRANSPORTED TO MORGUE _____ LIFEPOINT NOTIFIED _____ CORONER NOTIFIED _____ LEFT VIA ☐ AMBULATORY ☒ WHEELCHAIR ☐ STRETCHER ☐ CARRIED ☐ POV AMBULANCE / EMS TRANSPORT COMPANY _____ TRANSPORTED WITH ☐ ID BAND ☐ SR ↑ X2 ☐ CARDIAC MONITOR ☐ PULSE OX ☐ C-COLLAR INTACT ☐ O ₂ _____ L/MIN ☐ IV X _____	

traumafloWSheet

Ordering MD Date _____ Time _____ Pager # _____
 Trauma MD Date _____ Time _____ Pager # _____

UP 500007 Rev. 9/09

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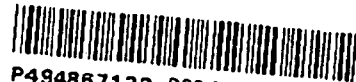
8



ASCREENCRIT
Personal Belongings Inventory
Emergency Department
Page 1 of 1

Form Origination Date: 11/96
Version: 3

Version Date: 6/07



P494867138 DOB:01/01/1900 U
TRAUMA
VICTIM IX
EAdm:12/31/10 M2647113

Patient Name _____
MRN _____

PATIENT IDENTIFICATION LABEL

QTY	Item/Description	Patient	Family	Friend	ED	Safe
	Hat					
	Shirt					
	Bra					
	Dress					
	Skirt					
	Shorts					
	Pants					
	Underwear					
	Belt					
	Socks					
	Shoes					
	Pajamas					
	Coat / Jacket / Sweater					
	Purse/Wallet					
	Checkbook					
	Credit Cards					
	ID / Insurance Card					
	Keys					
	Glasses / Sunglasses					
	Cellphone / Pager					
	Dentures					
	Hearing Aid					
	Prosthetics					
	Cane / Walker / Wheelchair					
	Rings					
	Watch					
	Bracelet					
	Necklace					
	Earrings					

Money Total:

Coins Amount =	\$1 x =	\$5 x =	\$10 x =
\$20 x =	\$50 x =	\$100 x =	

Medical University Hospital is not responsible for personal property retained by patient or brought to Medical University Hospital after this inventory was performed.

ADMISSION SIGNATURES	Date	Time
Patient Signature:		
Family/Friend Signature:		
Staff Signature:		
DISCHARGE SIGNATURES		
Patient Signature:		
Family/Friend Signature:		
Staff Signature:		

Original to Medical Record

Copy to Patient/Family



"HISPHYS"

Trauma Center Initial Patient Evaluation

Form Origination Date: 4/04

Page 2 of 6

Version: 3

Version Date: 6/10



P494867138 DOB: 01/01/1900 U

TRAUMA

VICTIM IX

EAdm: 12/31/10 M2647113

PATIENT IDENTIFICATION LABEL

PRIMARY SURVEY (INITIAL FINDINGS)

AIRWAY	BREATHING	CIRCULATION	DISABILITY	GLASGOW COMA SCALE (GCS)		
☒ Stable ☐ Unstable	Equal Breath Sounds ☒ Yes ☐ No Hypoxia / Cyanosis ☐ Yes ☒ No Paradoxical Movement ☐ Yes ☒ No	Heart Rate <u>69</u> BP <u>144/88</u> Temp _____	Neuromuscular blocker, sedatives or opiates affecting exam: ☐ Yes ☒ No	Eye 4=Spontaneous 3=To Voice 2=To Pain 1=None	Verbal 5=Normal Conversation 4=Disoriented Conversation 3=Words but not coherent 2=No words only sounds 1=None	Motor 6=Normal 5=Localizes to pain 4=Withdraws to pain 3=Decorticate 2=Decerebrate 1=None
Actions taken: Intubated ☐ Yes ☐ Prior to arrival ☐ Trauma Bay ☒ No ☐ Other	Lung Sounds Right ☒ Normal ☐ Decreased ☐ None Left ☒ Normal ☐ Decreased ☐ None	Cap Refill ☐ Normal ☐ Prolonged >2 Active Bleeding ☒ Yes ☐ No	Focal Signs: Unequal Pupils: ☐ Yes ☒ No Lateralizing Motor Signs: ☐ Yes ☒ No	Total: <u>15</u> ☐ GCS < 8 ☐ CODE		

RESUSCITATION: (Check all that apply including actions taken during entire Emergency Department evaluation)

- ☒ Peripheral intravenous lines placed (see nursing notes for locations)
- ☐ Chest tube placed (location): _____ (See procedure note(s) for specific details; nurses notes for total output)
- ☐ Chest tube #2 placed (location): _____ (See procedure note(s) for specific details; nurses notes for total output)
- ☐ Central venous line placed (location): _____ (See procedure note(s) for specific details)
- ☐ Central venous line #2 placed (location): _____ (See procedure note(s) for specific details)
- ☐ Foley catheter placed
- ☐ NG / ☐ OG tube placed (check as appropriate)
- ☒ EKG monitor placed
- ☒ Patient placed on supplemental O₂
- ☐ Patient placed on ventilator
- Mode _____ F_IO₂ _____
PEEP/CPAP _____ V_T _____ Rate _____
- ☐ End tidal CO₂ monitor placed
- ☒ Pulse oximeter placed
- ☐ Other: _____

SECONDARY SURVEY

EENT: (Pupils, Vision, Eye Movements, Tympanum, Facial Bones, Teeth) ☐ No abnormal findings ☐ PERRL

Gross visual acuity impaired ☐ Not evaluated ☐ No ☐ Yes EOMs impaired ☐ Not evaluated ☐ No ☐ Yes

Hemotympanum ☐ Not evaluated ☐ No ☐ Yes Scalp Injury ☐ Not evaluated ☐ No ☒ Yes

Facial Injury ☐ Not evaluated ☐ No ☒ Yes Dental Injury ☐ Not evaluated ☐ No ☐ Yes

Other: laceration to scalp - 4 cm



HISPHYS

Trauma Center Initial Patient Evaluation

Page 3 of 6

Form Origination Date: 4/04
Version: 3

Version Date: 6/10

PATIENT IDENTIFICATION LABEL

P494867138 DOB: 01/01/1900 U
TRAUMA
VICTIM IX
EAdm: 12/31/10 M2647113
A CENTEL 0000 1000 0100 1000 0100 1000 1000 1000 1000 1000

SECONDARY SURVEY -- continued

CERVICAL SPINE: ☐ No abnormal findings

C-Collar in place pre-hospital: ☐ No ☒ Yes

Collar clear: ☒ Yes ☐ No Pt. with ☐ distracting injuries ☐ midline tenderness ☐ ETOH Intox ☐ altered LOC ☐ neuro deficits

CHEST: (Chest Wall / Lungs / Heart) ☒ No abnormal findings

Chest Wall: ☐ Contusion ☐ Abrasion ☐ Seatbelt sign ☐ Tenderness ☐ Flail ☐ Crepitus ☐ Clinical rib fracture

Describe Positive Findings:

Lungs: ☒ Bilaterally Clear to Auscultation ☐ Other: _____

Heart: Sounds: ☒ No Murmurs, Rubs or Gallops ☐ Other: _____

BACK: ☐ No abnormal findings

Thoracic Spine: midline tenderness ☐ No ☒ Yes

Lumbar Spine: midline tenderness ☒ No ☐ Yes

Contusions: ☒ No ☐ Yes Describe: _____ Abrasions: ☐ No ☐ Yes Describe: _____

Deformity: ☒ No ☐ Yes Describe: _____ Other: _____

ABDOMEN: ☒ No abnormal findings

Tenderness: ☐ No ☐ Yes Describe: _____ Seatbelt sign: ☐ No ☐ Yes Describe: _____

Abrasions: ☐ No ☐ Yes Describe: _____ Distention: ☐ No ☐ Yes Describe: _____

Contusions: ☐ No ☐ Yes Describe: _____ Penetrating injuries: ☐ No ☐ Yes Location: _____

Other: _____

PELVIS: ☒ No abnormal findings Tenderness: ☐ No ☐ Yes Location: _____ Other: _____

GENITOURINARY: (Perineum / Rectal / Genitalia) ☒ No abnormal findings Other: _____

Blood at meatus: ☒ No ☐ Yes Describe: _____ Vaginal Bleeding: ☐ No ☐ Yes Describe: _____

Poor sphincter tone: ☒ No ☐ Yes Describe: _____ Scrotal Hematoma: ☐ No ☐ Yes Describe: _____

GYN: ☐ Not applicable ☐ No abnormal findings Fetal Heart Tones: ☐ N/A ☐ No ☐ Yes: _____ Other: _____



HISPHYS

Trauma Center Initial Patient Evaluation

Form Origination Date: 4/04

Version: 3

Page 4 of 6

Version Date: 6/10

P494867138 DOB: 01/01/1900 U
TRAUMA
VICTIM IX
EAdm: 12/31/10 M2647113

PATIENT IDENTIFICATION LABEL

SECONDARY SURVEY – continued

EXTREMITIES: [Fractures (open / close), dislocations, range of motion] ☐ No abnormal findings

Describe Abnormalities:

Pulses (0,1+,2+)	Radial	Femoral	Dorsalis Pedis	Posterior Tibial
Right:	2+	2+	2+	2+
Left:	2+	2+	2+	2+

NEURO (Sensory, Motor Reflexes, Cranial Nerves, Specific Peripheral Nerves If Appropriate)

CN II-X11: ☒ WNL ☐ Abnormal

Sensory: ☒ WNL ☐ Abnormal

Motor: ☒ WNL ☐ Abnormal

Other:

SKIN: ☒ No abnormal findings Other: Scalp lacer approx 2cm stellate (Include lacerations)

Sacral Decubitus: ☒ No ☐ Yes Stage: _____ (1-4) Location: _____

ADDITIONAL PHYSICAL FINDINGS:

ANCILLARY STUDIES:

PT: _____ ☐ Not performed ☐ Pending HCG: _____ ☐ Not performed ☐ Pending

Fetal Hgb: _____ ☐ Not performed ☐ Pending PTT: _____ ☐ Not performed ☐ Pending

Platelet: _____ ☐ Not performed ☐ Pending ETOH: _____ ☐ Not performed ☐ Pending

Urinalysis: _____ EKG: _____

Other: _____

ADDITIONAL STUDIES: (Results based on preliminary verbal reports available at time of initial viewing)

CXR: ☐ Not performed ☒ WNL ☐ Abnormal (describe): _____

Pelvis: ☐ Not performed ☐ WNL ☐ Abnormal (describe): _____

Extremities: ☐ Not performed ☐ WNL ☐ Abnormal (describe): _____

CT Head: ☐ Not performed ☐ WNL ☒ Abnormal (describe): left frontal hematoma

CT Face: ☐ Not performed ☐ WNL ☐ Abnormal (describe): _____

CT Abd: ☐ Not performed ☐ WNL ☐ Abnormal (describe): _____

CT Chest: ☐ Not performed ☐ WNL ☐ Abnormal (describe): _____

CT C-spine: ☐ Not performed ☒ WNL ☐ Abnormal (describe): _____

CTA: ☐ Not performed ☐ WNL ☐ Abnormal (describe): _____

Other: _____

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Clinician Initials _____

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MUSC Health



HISPHYS

Trauma Center Initial Patient Evaluation

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Form Origination Date: 4/04

Version: 3

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P494867138 DOB:01/01/1900 U

TRAUMA

VICTIM IX

EAdm:12/31/10 M2647113

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PATIENT IDENTIFICATION LABEL

FAST SCAN	Positive	Negative	Equivocal
Abdomen:		✓	
Pericardium:		✓	
Pneumothorax:		✓	
Study conducted by: <i>Orally</i> Pager ID:			
ASSESSMENT: INJURY LIST			
1	<i>Scalp laceration (stellate 2 cm)</i>		14
2	<i>Anterior Superior Lip Ex</i>		15
3			16
4			17
5			
6			
7			
8			
9			
10			
11			
12			
13			
PLAN: <i>48 y/o male s/p 30' fall w/ scalp laceration.</i>			
<i>- Suture repair of laceration</i>			

Management options were discussed with physicians from the following services:

☐ Orthopaedic Surgery

☐ Neurosurgery

☐ OMFS

☐ Plastics

☐ CT Surgery

☐ Others (list):

Clinician Signature/Initials *[Signature]*

☒ Resident

☐ Attending

☐ PA-C

Service

Pager ID

Date

/ /

Time

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"CONSENT"



P:494867138 DOB:01/01/1900 U

TRAUMA

VICTIM IX

EAdm:12/31/10 M: 2647113

Consent for Medical Treatment

Form Origination Date: 6/99
Version: 4

Page 1 of 2

Version Date: 3/09

PATIENT IDENTIFICATION LABEL

Your Permission is Needed

I (as patient, parent, guardian, spouse, guarantor, or other responsible party) consent to and authorize medical treatment and diagnostic procedures which may be ordered by my doctors and performed by MUSC Medical Center ("The Hospital"). I consent to have blood drawn and to be tested for infectious diseases, including but not limited to syphilis, AIDS, hepatitis and testing for drugs if my doctor orders these tests. I also understand that it may be necessary for me to receive a transfusion of blood or blood products.

Initial *KS*

Your Agreement to Pay for Treatment

I assign and transfer to The Hospital and / or my doctors all rights, and interest in benefits I may have under any insurance policy I may have, including but not limited to hospitalization, medical, third party liability insurance coverage, workers compensation benefits, or benefits paid by Medicare or Medicaid. This assignment is intended to include any interest in benefits that I may have relating to this date of service as well as any prior dates of service. I direct that any insurance company or other party make payment of such benefits to The Hospital or my doctor. I authorize The Hospital and / or my doctor to collect benefits from any responsible third party through whatever means may be deemed necessary, and to endorse benefit checks made payable directly to me.

I understand that by signing below, I promise to pay all Hospital and doctor charges at the standard rates and terms of The Hospital or doctor including all charges not covered by my insurance or any other party. I promise to pay the patient's account at the rates stated in The Hospital's price list (known as the "Charge Master") and / or the doctor's fee schedule in effect on the date the charge is processed for the services provided. I understand that there will be a separate charge for the doctor and other professional services, but understand that The Hospital may bill for some professional fees.

I understand that The Hospital files insurance as a courtesy to me, and agree that I am responsible for payment of my bill, including any charges that are denied by my insurance or any other responsible party. I understand that care that is experimental as determined by my insurance company may not be covered and that I will be responsible for those charges. I agree that if this account is not paid, it may be turned over to a collection agency or attorney, and I must pay the amount due plus all costs of collection, including reasonable attorney's fees.

I understand that if I am unable to pay my bills, I may speak with a Financial Counselor to determine whether I qualify for assistance or for a discount. I may call (843) 792-2311 for information or questions about my hospital bill and (843) 792-8200 for information about my doctor bill.

Initial *KS*

Release of Information to My Referring Doctor

I authorize the release of my medical information to the doctor who referred me to the MUSC Medical Center and / or MUSC doctors.

My referring doctor is (please print full name): _____

Initial _____

Medicare Patient Certification (Medicare patients only)

I hereby certify that I have provided information about all insurance coverage available to me, including liability or worker's compensation insurance and that the information provided is correct and complete. I hereby authorize The Hospital and / or my doctors to release to the Social Security Administration, its intermediaries, or carriers any information needed for this or a related Medicare claim. I hereby authorize the payment of benefits to The Hospital or my doctors.

all_all_consent_consenttreat

Initial _____

OTE 700227 Rev. 3/09

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CONSENT

Consent for Medical Treatment

Form Origination Date: 6/99
Version: 4

Page 2 of 2

Version Date: 3/09



P:494867138 DOB:01/01/1900 U

TRAUMA

VICTIM IX

EAdm:12/31/10 M: 2647113

PATIENT IDENTIFICATION LABEL

Disposal of Blood, Body Fluids or Tissue

I consent to the disposal of any blood, body fluids or tissue which may be removed during my treatment.

Initial *KS*

Permission to Contact for Research Studies

I agree to be contacted about future research studies at MUSC for which I may be eligible. I understand that if I do not want to be contacted about future research studies, I need to check the box shown below.

☐ I agree to be contacted about future research studies

☐ I **DO NOT** agree to be contacted about future research studies

Initial *KS*

Admission Photographs

I agree that my photograph may be taken for purposes of identifying me, or providing treatment to me. This photograph may become part of my medical record and may be disclosed if copies of my medical record are disclosed.

Initial *KS*

Responsibility for Personal Items

I understand that The Hospital is not responsible for valuable items which I bring with me. I understand it is my responsibility to send any valuable items (such as medications, money, jewelry, electronics, etc.) home for safe keeping.

Initial *KS*

I received a copy of the MUSC "Notice of Privacy Practices".

Initial *KS*

I certify that I have read or have had read to me this consent and agree to its terms. I also certify that I am the patient, or am duly authorized by the patient, or am duly appointed to sign this agreement. I accept and understand its terms.

Date and Time

10/14/11
KS

Signature of Patient (Parent or Legal Guardian)
Print Full Name

[Signature]
[Print Name]

Signature of Witness

Signature of Guarantor / Relationship to Patient
Print Full Name

Advance Directives information given: ☒ Yes ☐ No (If No, please explain _____)

all_all_consent_consentfortreat

Original to Medical Records

Copy to Patient

OTE 700227 Rev. 3/09



CONSENT

Lewis Blackman
Hospital Patient Safety Act Acknowledgement

Form Origination Date: 10/06
Version: 1

Page 1 of 1

Version Date: 10/06



P:494867138 DOB:01/01/1900 U

TRAUMA

VICTIM IX

EAdm:12/31/10 M: 2647113

PATIENT IDENTIFICATION LABEL

MUSC is a Teaching Hospital

I understand that MUSC is an academic medical center providing healthcare, teaching and research. I also understand that I may be cared for by physicians and other healthcare providers in training. My care will be supervised by an attending physician and staff. The information related to the health care I receive may be used for training or for scientific study purposes. I understand that if information contained in my health care record is used for such purposes, precautions will be taken to carefully preserve my anonymity. I also understand that pictures or other recordings may be made for purposes of my treatment or for educational purposes.

In addition, I understand that if I have questions about my medical care I can speak to my attending physician, nurse, resident, or medical student. In addition, I can contact my attending physician or the House Services Coordinator through the operator at 792-8080 (2-8080 from the bedside phone).

I acknowledge that I have received a copy of the brochure entitled "Medical University of South Carolina, An Academic Medical Center of Excellence" explaining the role of residents and students in my care.

1:00 1/14/11
Date and Time

[Signature]
Signature of Patient (Parent or
Legal Guardian)

[Signature]
Signature of Witness

Signature of Guarantor (if different
from the patient)

blackmanacknowledge

OTE 700226 10/06

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HISPHYS

Trauma Center Initial Patient Evaluation

Form Origination Date: 4/04
Version: 3

Page 6 of 6

Version Date: 6/10

P494867138 DOB: 01/01/1900 U
TRAUMA
VICTIM IX
EAdm: 12/31/10 M2647113

PATIENT IDENTIFICATION LABEL

MUSC Trauma Center Initial Patient Evaluation

Attending Physician's Statement

Attending Statement: The patient has been seen and examined by me personally. I have reviewed the house staff documentation above and a discussion of the history and physical findings has been held.

I can confirm the following key history factors: 43 y/o sp 30ft fall, no LOC,
comes in with pain in his head, stable
enroute

level 6 trauma alert

I have examined the patient and key findings include: GCS 15, C-collar, stellate
Scalp laceration = 4cm in total length, no other external
Signs of trauma

FAST ⊖, Vitals Stable

I have personally reviewed all available radiographic images:

I have reviewed the results of pertinent laboratory tests:

I have personally reviewed the results of additional medical testing and monitor output:

I have personally discussed this case with family:

Risk of complications/mortality: ☐ Minimal ☒ Low ☐ Moderate ☐ High

☒ Yes	☐ No
☒ Yes	☐ No
☒ Yes	☐ No
☒ Yes	☐ No

Assessment (see page 5 for complete diagnosis list):

① C5 fracture (anterior chip)
② Scalp laceration

Plan:

① Suture scalp laceration ④ D/c Home
② NSOR eval for C spine fx
③ pain control

Patient Condition:

☐ Critical/Unstable

☐ Serious

☒ Fair

☐ Good

Admission Type:

☐ Inpatient

☐ 23-hour observation

This document is serving as:

☐ Admission History and Physical

☐ Emergency Dept. Evaluation

☒ Consultation (service consulting):

Trauma

☐ Critical Care Services (Total time spent with patient, family, and reviewing data: _____)

Signature: [Signature]

Attending Physician

Pager ID: 14830

Date: 1-14-11

Time: 12:48pm

ah_critcare_docu_traumshp

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MUSC Health



PHYSORDER

Adult ED Medication Reconciliation Form

Page 1 of 1

Form Origination Date: 3/08

Version: 1

Version Date: 3/08



P494867138 DOB:01/01/1900 U

TRAUMA

VICTIM IX

EAdm:12/31/10 M2647113

Patient Name

MRN

PATIENT INFORMATION LABEL

Ht (in): _____ Wt (kg): _____ Source of history: ☐ Patient ☐ Relative ☐ Pharmacy ☐ Medical Record ☐ Other _____

PROHIBITED ABBREVIATIONS: qd, qod, U, IU, mcg, MS, MS04, MgSO4, µg, drug names.

Do not write a whole number with a trailing zero. Do not write a decimal point without a leading zero.

☐ Patient is inpatient status - please see the completed Inpatient Medication Reconciliation Form

ALLERGIES / REACTIONS		☐ NKDA	☐ Allergy Band Applied
Medication / Food / Product	Type of Reaction	Medication / Food / Product	Type of Reaction

HOME MEDICATIONS: ☐ No home medications ☐ Unknown home medications

	Medication Name	Dose	Route	Frequency	Indication	Last Dose	MD Order to Continue at Home	
							Yes	No
Current Prescription Medications (oral, topical, drops, etc.)							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
Current OTC / Herbal Medications							☐	☐
							☐	☐
							☐	☐
							☐	☐

Anticoagulation or antiplatelet medications

- ☐ Denies anticoagulation or antiplatelet medications
- ☐ Aspirin; NSAIDs (e.g., ibuprofen (Advil®), Motrin®), naproxen (Naprosyn®), celecoxib (Celebrex®)
- ☐ Clopidogrel (Plavix®); cilostazol (Pletal®); or ticlopidine (Ticlid®)
- ☐ Warfarin (Coumadin®)
- ☐ Low molecular weight heparin (e.g., enoxaparin (Lovenox®))
- ☐ Fondaparinux (Arixtra®)
- ☐ Herbal supplement that may increase the risk of bleeding (e.g., feverfew, garlic, ginger, ginkgo, ginseng)

Initiated by (please print): _____ Date: _____ Time: _____

Completed by (please print): _____ Date: _____ Time: _____

The physician/NP/PA is responsible for reviewing patient home medications, indicating medications to be continued at home (in upper table), and new medications (in lower table) and then signing the bottom of the form.

New medications to begin at home	Medication Name	Dose	Route	Frequency	Indication

Physician Signature: _____ Pager: _____ Date: _____ Time: _____

Original to Medical Record

Copy to Patient

adultedmedrec

OTE 700324 308

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MUSC Health



HISPHYS

Adult Initial Neurosurgery Evaluation

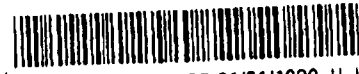
Page 1 of 2

Form Origination Date: 7/06
Version: 2

Version Date: 11/07

Date: 1/14/11

☒ Neurosurgery H&P ☐ Neurosurgery Consult



P:494867138 DOB:01/01/1900 U U

TRAUMA

VICTIM IX

Adm:01/14/11 M:2647113

Patient Name
MRN

PATIENT IDENTIFICATION LABEL

Requesting MD/Service: Trauma Location of consult: ☒ ER ☐ () ICU ☐ Floor () ☐ Other:

Chief Complaint: Neck pain

HPI (4): 40 yo AAM fell 30 feet from roof. Landed on head. Unknown loss of consciousness. Was brought to MUSC where CT head, chest, abdomen, and pelvis were negative. CT c-spine shows small C5 anterior superior endplate fracture. Patient admits to neck pain but no numbness, tingling, or weakness.

(Location, duration, timing, severity, quality, context, things that relieve or exacerbate, associated symptoms)

Medical Allergies: NKDA

Medications: None

ROS (NAT = Not able to test)

Neuro	☒ Neg	☐ NAT	Endocrine	☒ Neg	☐ NAT
General	☒ Neg	☐ NAT	GI	☒ Neg	☐ NAT
Hematologic	☒ Neg	☐ NAT	GU	☒ Neg	☐ NAT
ENT	☒ Neg	☐ NAT	Musculoskeletal	☐ Neg	☐ NAT
CardioVasc	☒ Neg	☐ NAT	Skin	☐ Neg	☐ NAT
Respiratory	☒ Neg	☐ NAT	Psych	☒ Neg	☐ NAT
Eyes	☒ Neg	☐ NAT	Other	☒ Neg	☐ NAT

PMH Hypertension

PSH None

Family Hx Hypertension

Social Hx Rarely drinks alcohol. Denies drug use.

PE: Temp Tmax Pulse B/P Resp ☐ Ventilated:

General Appearance: Awake, alert, conversive.

Nutrition: ☒ NPO ☐ Tube Feeds ☐ PN ☐ Fluids ☐ Solids Activity: ☐ Bedrest ☐ In chair ☒ Ambulating

General Exam (NE = Not examined)

Neck	☐ WNL ☐ NE	In cervical collar	Right arm	☒ WNL ☐ NE
Head / face	☐ WNL ☐ NE	Forehead laceration sutured	Left arm	☒ WNL ☐ NE
Heart	☒ WNL ☐ NE		Right leg	☒ WNL ☐ NE
Lungs	☒ WNL ☐ NE		Left leg	☒ WNL ☐ NE
Abdomen	☒ WNL ☐ NE		Other	
GU	☐ WNL ☒ NE			
Rectal	☐ WNL ☒ NE			

Resident/WLP Signature *[Signature]* Pager ID 15795 Date 1/14/11 Time 12:25 AM/PM

Attending Signature *[Signature]* Pager ID Date Time AM/PM

ah_sbcu_resicu_neuros_docu_neurosadultinitialaval

QTE 900396 Rev. 11/07

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HISPHYS

Adult Initial Neurosurgery Evaluation

Page 2 of 2

Form Origination Date: 7/06

Version: 2

Version Date: 11/07

Date: 1/14/11

☒ Neurosurgery H&P

☐ Neurosurgery Consult



P:494867138 DOB:01/01/1900 U U

TRAUMA

VICTIM IX

Patient Name Adm:01/14/11 M:2647113

MRN

PATIENT IDENTIFICATION LABEL

Neuro Exam ☒ Minimal or no medical sedation		☐ Heavily sedated	☐ Sedated and pharmacologically paralyzed
Neuro: Best motor exam:	☒ Spontaneously	☒ To command (6)	☐ Localizes (5)
Best verbal exam:	☒ Normal	☒ Oriented (5)	☐ Confused (4)
Best eye opening:	☒ Spontaneous (4)	☐ To speech (3)	☐ To pain (2)
Alertness:	☒ Alert	☐ Drowsy but arousable	☐ Lethargic, difficult to arouse
Orientation:	☐ NAT (Not able to test)	☒ Oriented to time, place, person	☐ Oriented only to: ☐ Time ☐ Place ☐ Person
Memory:	☐ NAT	☒ Appears WNL	☐ 3/3 objects at 5 min
Knowledge:	☐ NAT	☒ Appears WNL	☐ 3/3 objects at 5 min

CN 2	V fields / acuity	☐ NAT	☐ Normal fields	CN 7	Facial movements	☐ NAT	☒ Normal facial symmetry
Discs	☐ Not seen well	☐ NAT	☒ No papilledema	CN 8	Hearing	☐ NAT	☒ Normal hearing bilaterally
CN 3, 4, 6	Pupils	☐ NAT	☒ PERRL	CN 9, 10	Soft palate	☐ NAT	☒ Rises symmetrically
	EOM	☐ NAT	☒ EOM full	CN 11	Sternocleidomastoid & Trapezius	☐ NAT	☒ NL Sternocleidomastoid & Trapezius
CN 5	Facial sensations	☐ NAT	☒ Facial sensation normal	CN 12	Tongue	☐ NAT	☒ Midline, normal

Strength	☐ NAT	☒ All Normal	Right ARM ☐ Normal	Left ARM ☐ Normal
			Right LEG ☐ Normal	Left LEG ☐ Normal
			Hemiparesis: ☐ Right: ☐ Left:	
Motor Group Specific	☐ NAT	Del 5 Right 5 Bic 5 Tri 5 WE 5 Grip 5 HI 5 Other: 5	IP 5 Quad 5 Ham 5 DF 5 EHL 5 PF 5 Other: 5	
Sensation	☐ NAT	☒ All Normal	Right ARM ☐ Normal	Left ARM ☐ Normal
			Right LEG ☐ Normal	Left LEG ☐ Normal
			Sensory level: Other:	ABG: / / O2: Vent:

Gait	☒ NAT	☐ Normal	Radiology: CT Head = no fractures	PT/PTT= INR= Phenytoin=
Babinski	☐ NAT	Right ☒ Absent ☐ Present	CT Cervical spine = small C5 anterior superior endplate fracture	
Coor	☐ NAT	☒ Normal Rt FN ☐ ABN	CT chest/abdomen/pelvis = no thoracic or lumbar spine fractures	
Tone	☐ NAT	☒ WNL		
Pulses	☐ NAT	☐ Carotid WNL		

Abbreviations: EVD=External ventricular drain; NAT=Not able to test; Del=Deltoids; Bic=biceps; WE=Wrist extensors; HI=Hand intrinsic; IP=Iliopsoas; Quad=Quadriceps; Ham=Hamstring; EHL=Extensor hallucis longus; PF=Plantar flexors; DF=Dorsi flexors

A/P: I have discussed the patient with the attending, Dr. Patel, Sunil

and he/she agrees with the plan of treatment.

40 yo male s/p fall with small C5 anterior superior endplate fracture

1) Keep cervical collar on.

2) Follow up with Dr. Patel in neurosurgery clinic in 2 weeks

3) No heavy lifting or strenuous activity until approved by Dr. Patel after being seen in neurosurgery clinic

Resident/MLP Signature [Signature] Pager ID 15795 Date 1/14/11 Time 12:25 AM/PM
☐ I saw and evaluated the patient. Discussed with residents and/or MLP and agree with their findings and plan as documented in the note.
☐ More than 50% of this visit (min total) was spent on education and counseling.

Attending Signature _____ Pager ID _____ Date _____ Time _____ AM/PM

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No Patient Admitted

Medical Record Number:

T3

Trend Review No Patient Admitted 1/14/11 12:52:12

	12:50	12:40	12:30	12:20	12:10	12:00	11:50
HR	64	62	65	62	59	57	54
NBP	137/98(107)	137/98(107)	138/87(100)	137/98(105)	126/86(94)	126/86(94)	126/86(94)
%SpO2	98	98	97	98	97	99	99
RESP	18	17	17	15	14	19	19
PULSE	63	62	64	61	59	56	54
	11:40	11:30	11:20	11:10	11:00	10:50	10:40
HR	56	57	62	61	--	68	64
NBP	137/80(91)	127/64(83)	143/93(104)	143/93(104)	143/93(104)	144/88(102)	144/88(102)
%SpO2	98	97	98	95	--	100	100
RESP	17	18	15	14	--	15	11
PULSE	56	56	62	61	--	68	66
	10:30	10:20	10:10	10:00	9:50	79:40	79:30
HR	--	--	--	--	--	--	--
NBP	--	--	--	--	--	--	--
%SpO2	--	--	--	--	--	--	--
RESP	--	--	--	--	--	--	--
PULSE	--	--	--	--	--	--	--
	79:20	79:10	79:00	78:50			
HR	--	--	--	--			
NBP	--	--	--	--			
%SpO2	--	--	--	--			
RESP	--	--	--	--			
PULSE	--	--	--	--			



MUSC Health



VITALS

Emergency Department Vital Signs

Page 1 of 1

Form Origination Date: 3/05
Version: 1

Version Date: 3/05

edvitals

Page 2 of 2

P:494867138 DOB:01/01/1900 U U
TRAUMA
VICTIM IX
Adm:01/14/11 M:2647113Patient Name _____
MRN _____

PATIENT IDENTIFICATION LABEL

OTC 700058 3/05

Medical University of South Carolina

EMER

163

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P494867138 DOB: 01/01/1900 U
 TRAUMA
 VICTIM IX
 EAdm: 12/31/10 M2647113

Medical University of South Carolina

171 Ashley Avenue
 Charleston, SC 29425
 843-792-3826

Patient: Simmons, Willie Date: 01-14-2011 Time: 13:18:46 Page 1

Instructions for: Simmons, Willie

Date: 01-14-2011 Your care provider was: Wade Manaker



PTINSTRUC

Facial laceration:

A laceration on the face usually heals quickly. Our treatment goal will be to avoid an unsightly scar or stitch-marks. Your cut has been closed with the best techniques to avoid scarring, but a great deal depends on how well you protect the laceration -- and on your inherited tendency to scar.

As facial cuts are usually caused by a blunt injury, it's usually best to rest for a day to avoid swelling. Do not allow any bumping or rubbing of the area. Keep the stitches dry. Follow the treatment plan the doctor has discussed with you and DO NOT DELAY getting the stitches out. Once stitches are removed, continue to protect the area from trauma and sunlight (use a sunscreen) for about six months.

If any signs of infection occur (swelling, redness, increasing tenderness, red streaks, tender lumps in the neck or near the ear on the side of the laceration, or fever), see the doctor immediately.

Wound Care, General:

Keep the wound and dressing clean. Don't shower or bathe the area for now (scalp wounds are an exception). If the dressing gets wet, remove it and blot the wound dry, then reapply a new dressing. Dressings should be changed daily.

To dress the wound, first put on a thin coating of antibiotic ointment (for example, Polysporin or Bacitracin). Put the ointment on the wound itself, avoiding it on the uninjured skin.

Apply a non-stick pad such as Telfa or Adaptic. If padding is needed, add gauze either as a pad or roll (Kerlix). Dressings on extremities are best secured with a roll bandage (Kling wrap). Apply just enough tape to keep the bandage in place. Dressings should be replaced if they become wet, blood-soaked, damp with drainage, or dirty.

After a few days, you can let the wound air dry. For example, you could take off the dressing at night. Continue to protect the area from trauma and sunlight (use a sunscreen) for about six months.

If any signs of infection occur (swelling, redness, increasing tenderness, red streaks, tender lumps in the armpit or groin above the laceration, or fever), see the doctor immediately.

Wound check in 2 days. Stitches out in 5-7 days.

Compression fracture of the spine:

A vertebra within your spine has been crushed. This is called a "compression fracture." Typically, this type of injury is caused by a sudden bending or compressing force such as an auto accident or a fall. Although painful, the fracture is not serious. You can expect to recover fully within a few weeks.

The treatment of this fracture is essentially the same as for a severe back strain. Muscle relaxers or antiinflammatory medication may be prescribed. You should rest in bed for a few days until the pain eases, then begin light activity. A re-check will determine when you are ready to resume work or sports.

Ice pack the painful area at first. After you are active again, you may want to apply gentle heat intermittently to relax sore muscles. You can continue with ice packs if you find them helpful in reducing muscle pain.

Call the doctor or return at once if you develop radiating pains, muscle weakness, problems with the bladder or bowels, or numbness.

Hard cervical collar:

You are to wear a firm neck brace, called a "hard cervical collar." This type of neck collar acts like a "cast" while your neck heals. Keep the collar on at all times! The doctor will tell you when it's safe to remove the collar.

While healing, don't do anything that stresses your neck. The collar may not protect your neck during sports, amusement park rides, heavy lifting, or while bending over. The important thing is that the collar holds your head and neck still.

If you must clean under the collar, remove only half of it at a time. Use both hands to hold your head upright and steady. Press against the top of the collar to hold it in place. For example, if you're removing the front of the collar, the thumbs of both hands can hold the back half firmly against the head and neck, while the fingers hold your head. Support your head carefully while another individual removes half the

P494867138 DOB:01/01/1900 U
TRAUMA
VICTIM IX
EAdm:12/31/10 M2647113

Medical University of South Carolina
171 Ashley Avenue
Charleston, SC 29425
843-792-3826

Patient: Simmons, Willie Date: 01-14-2011 Time: 13:18:46 Page 2

collar and washes under it. The collar is then put back into position over the clean part of the neck. Adjust your grip on your head and the neck collar. Now the second half can be moved for cleaning.

If you suspect the neck has been re-injured under the collar, or if you develop numbness or weakness in any extremity, problems with your bladder or bowel, or pain radiating down the arms, call the doctor at once.

Follow-up care:

You should contact your private physician for follow-up care. If you are unable to get a timely appointment, or if you are worsening, call us.

Wear collar until you see neurosurgery. YOU should see Dr. Patel within 2 weeks. No heavy lifting until cleared by Dr. Patel.

If you don't hear from NS regarding your appt. call 792-7700

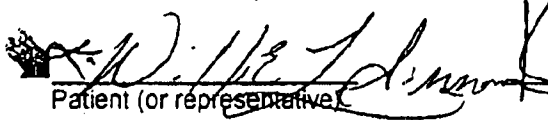
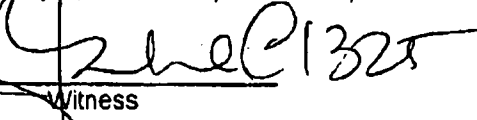


Please call us at the number above if you have any questions concerning your care. Our business office can answer questions about your bill or insurance on weekdays, 9 to 5.



Your medical information is stored electronically on our secure network. It will be readily available to your doctor if needed. To obtain printed copies of your records, visit our Information Services Department.

I have received a copy of these instructions and have had an opportunity to discuss them. My questions have been answered. (Entiendo estas instrucciones y he recibido copia de ellas.)


Patient (or representative) 
Witness



Medical University of S.C.
25 Courtenay St. Charleston SC 29425

Name: _____ Age: _____ Sex: M F
MRN: _____ Acct #: _____
Temp: _____ Pulse: _____ BP: _____ RR: _____ Pulse Ox: _____ Wt: _____
Provider: Andrews Prov #: _____ Time Seen: 4:50

Printed Time: 1/01/2011 13:25:03 PM


P494867138 DOB: 01/01/1900 U
TRAUMA
VICTIM IX
EAdm: 12/31/10 M2647113

Chief Complaint

HPI:

MODE OF ARRIVAL: ☐ POV ☒ Ambulance ☐ Immobilized
SOURCE: ☐ Patient ☐ Family Member ☐ Friend ☐ _____
TIMING: ☐ Began ☒ Occurred ☐ PTA _____ hrs ago _____ days ago ☒ this morning ☐ this afternoon ☐ this evening ☐ during the night
☐ last night ☐ yesterday ☐ Gradual / ☐ Sudden Onset
LOCATION OF INJURY: ☐ None ☒ Head ☐ Face ☐ Mouth ☐ Neck ☐ Chest ☐ Back ☐ Abdomen ☐ Pelvis
Right: ☐ Shoulder ☐ Humerus ☐ Elbow ☐ Forearm ☐ Wrist ☐ Hand ☐ Hip ☐ Thigh ☐ Knee ☐ Lower Leg ☐ Ankle ☐ Foot
Left: ☐ Shoulder ☐ Humerus ☐ Elbow ☐ Forearm ☐ Wrist ☐ Hand ☐ Hip ☐ Thigh ☐ Knee ☐ Lower Leg ☐ Ankle ☐ Foot
CONTEXT: ☐ None Recent: ☐ Alcohol Use / ☐ Illicit Drug Use Full
TYPE OF ACCIDENT: ☐ MVC ☐ MCA ☐ Peds vs. Auto ☐ Assault ☐ Other: _____
☐ MVC: ☐ Unrestrained ☐ Restrained: (☐ Airbag / ☐ Shoulder Strap / ☐ Lap Belt) ☐ Driver / ☐ Passenger
☐ Single Vehicle / ☐ Multi Vehicle ☐ Head-On ☐ Side Impact: (☐ Driver Side / ☐ Passenger Side) ☐ Rear Impact / ☐ Roll-Over
☐ Ambulatory At The Scene / ☐ Non-Ambulatory / ☐ Ejected
☐ ASSAULT: Alleged Assailant's Name: ☐ Unknown
Method of Assault: ☐ Punched ☐ Kicked ☐ Struck with Object
PRE-HOSPITAL: GCS: _____ At Scene; _____ During Transport
INTERVENTION PRIOR TO ED: ☐ None ☐ IV ☐ Splint ☐ Intubation _____ Immobilization with: ☐ C-Collar / ☐ Backboard
SEVERITY ☐ Mild ☐ Moderate ☐ Severe ☐ Pain Free 1 2 3 4 5 6 7 8 9 10 ☐ Unable to quantify
DURATION OF SYMPTOMS: _____ Mins _____ Hrs _____ Days _____ Wks ☐ Intermittent / ☒ Continuous in Nature ☐ Currently Present / ☐ Absent
MODIFYING FACTORS: A = Aggravated by R = Relieved by N = No change with (A R N) Nothing (A R N) C-Collar (A R N) Icepack
(A R N) Lifting (A R N) Activity (A R N) Weight-bearing (A R N) Backboard (A R N) Immobilization
(A R N) Movement (A R N) Splint (A R N) Medication(s): _____

ASSOCIATED SIGNS & SYMPTOMS: (+) = Report (-) = Denies ☐ None ☒ LOC (+) SOB (+) Bleeding (+) HA
(+) Abdominal Pain (+) Back Pain (+) Neck Pain (+) Laceration (+) Chest Pain no 8 ft
present from 20 ft fall into his bed.

☐ Unable to obtain additional information from patient. Reason: _____

PCP#: _____

ROS: ☒ All Other Systems Reviewed And Negative (unless written or circled)

CONST: Wt. Loss None DM GI: PA/10 PSYCH: _____
EYES: _____ GU: Normal ENDO: _____
ENT: _____ MS: _____ HEMA/LYMPH: _____
CV: NO SKIN: _____ ALL/IMMUN: _____
RESP: 4500 NEURO: _____ OTHER: _____

PAST MEDICAL/FAMILY/SOCIAL HISTORY:

PMH ALLERGIES: ☒ NKDA ☐ PCN ☐ Sulfa ☐ Codeine ☐ Iodine / IVP Dye

MEDICATIONS: ☐ See Nurse's Note

PAST/CURRENT ILLNESSES: ☐ None

SURGERIES/PROCEDURES: ☐ None ☐ Appy

IMMUNIZATIONS: ☒ UTD ☐ Tetanus >5yrs ☐ Tetanus >10yrs

FH ☒ Negative

SH OCCUPATION: _____

LIVING SITUATION: Chronic

HABITS: Alcohol Y N H/O Tobacco Y H/O Drugs Y H/O

☐ Counseling Given

PHYSICAL EXAM:

CONSTITUTIONAL: VITAL SIGNS: ☒ Normal ☐ Abnormal ☐ Orthostatic APPEARANCE: ☐ Well ☐ Ill ☐ Poor Hygiene / Grooming
✓ Airways: ☒ Normal ☐ Intubated ☐ Obstructed
✓ Breathing: ☒ Normal ☐ Bagged ☐ Agonal
✓ Circulation: ☐ Carotid Pulse Present ☐ Pulseless
PSYCHIATRIC: ☒ Normal
SKIN: ☐ Normal laceration (skillet) 2.5 cm over C-vertebra
EYES: ☒ Normal ☐ Raccoon's Eye ☐ Hemotympany ☐ Midface Instability ☐ Malocclusion associated abrasion
H/F/ENT: ☒ Normal

NAVIGATOR PC

ED RECORD

MULTI-TRAUMA - MALE

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ED VISIT

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THORAX/RESP: ☒ Normal ☐ Unequal Breaths CTAB
CV: ☒ Normal ☐ Tachycardic ☐ Diminished Pulses ☐ Hypotensive RRR
ABDOMEN/GI: ☐ Normal ☐ Tender Guaiac (+ -)
GU: ☐ Normal
MS (includes neck and back): ☐ Normal ☐ Neck Tenderness ☐ Back Tenderness
RUE: pharyngeal tenderness LUE: definitive
RLE: pharyngeal tenderness LLE: pharyngeal tenderness
HEMA/LYMPH: ☒ Normal pharyngeal tenderness pharyngeal tenderness
NEURO: ☒ Normal ☐ Lethargic ☐ Obtunded ☐ Disoriented ☐ Focal Deficit GCS: pharyngeal tenderness

MEDICAL DECISION MAKING: ☒ Discussed With Family ☒ QJ Chart Requested **FINDINGS:**

DDX: Skull Fx Hemothorax Flail Chest / Multiple Rib Fxs General Aches Pneumothorax Solid Organ Injury Diaphragmatic Rupture Scapular Fx
Chest Contusion Esophageal Rupture Cervical Strain Traumatic Aortic Dissection Subdural Hematoma Spine Injury Hemorrhagic Shock

LAB PERFORMED: ☒ Labs Essentially Normal Unless Noted Below
☐ CBC: WBC Hg Hct Plts PT / PTT: / ☐ T&S ☐ T&C
☒ CHEMISTRIES: Na K Cl HCO3 BUN Cr Glu
☐ URINALYSIS: pH SG Protein Glu WBCs RBCs Bacteria
☐ ETOH: ☐ URINE DRUG SCREEN

EKG INTERPRETATION: ☐ NSR ☐ No ST Abnormality
☐ Compared To EKG On / / : ☐ No Significant Change

RHYTHM STRIP: ☐ Normal ☐ Hypoxic

IMAGING: ☐ CS PINES ☐ Normal
☐ CXR: ☐ Normal ☐ PTX ☐ Rib Fx ☐ Widened Mediastinum
☐ ABD SERIES: ☐ Normal
☐ PELVIS X-RAY: ☐ Normal OB at Bryn Mawr
☒ CT of Head: ☐ Normal
☒ CT of ABD / Pelvis: ☐ Normal ☐ Preliminary / ☐ Read By Radiologist

ADDITIONAL PROCEDURES (Done by Physician): ☐ NGT Insertion ☐ Foley Insertion ☐ ABG ☐ See Procedure Note ☐ See Addendum
☐ Blood Transfusion ☐ Venous Cutdown Splint ☐ Application / ☐ Inspection ☐ ABG ☐ Vaso-Active Drips
☐ IV Hydration / ☐ IV Infusion / ☐ Injection directly supervised by me.

RE-EVALUATION: Time: ☐ Improved ☐ Worsened ☐ No Change
Dr. Fall, scalp laceration, CT Fx

☐ CRITICAL CARE: I as ED Attending have spent _____ minutes in the direct care of this critically ill patient, excluding procedure time. ☐ Comfort measures only
CONSULTATION: Dr. _____ @ _____ Returned @ _____ Dr. _____ @ _____ Returned @ _____
To See _____ @ _____ ☐ ED ☐ Hospital ☐ Office Rec. _____
ADMITTING TEAM: _____

ATTENDING PHYSICIAN NOTE: pharyngeal tenderness

HISTORY: pharyngeal tenderness

EXAM: pharyngeal tenderness
MEDICAL DECISION MAKING: pharyngeal tenderness

FINAL IMPRESSION: 1) Scalp laceration s/p Fall 2) CT scan ch. p. fracture

DISPOSITION: ☐ Discharge (☐ Improved / ☐ Stable) ☐ Admit ☐ Transfer ☐ AMA ☐ LWT ☐ LDT ☐ DOA ☐ ED Death
Prescriptions: Follow-up: ☐ PMD

☒ I performed / ☐ I was present for the H & P on the patient. I have discussed treatment / management options with the (☐ PA / ☐ NP / ☐ Resident / ☐ Student).

☐ I agree with the documented findings and the plan of care. Comments:

PA / ARNP: pharyngeal tenderness DATE/TIME: 1/1/11 11:45 AM
MD'S SIGNATURE: pharyngeal tenderness DATE/TIME: 1/1/11 11:45 AM





RADIOREQST

TRAUMA SURVEY RADIOLOGY REQUEST FORM

Phone: 843-792-9729

Fax: 843-792-9364

Page 1 of 1

Form Origination Date: 2/08

Version: 2

Version Date: 9/09



P494867138 DOB: 01/01/1900 U

TRAUMA

VICTIM IX

EAdm: 12/31/10 M2647113

1 TRAUMA SURVEY RADIOLOGY REQUEST FORM WITH SURVEY COMPLETION PAGE

PATIENT IDENTIFICATION LABEL

Request Type:

☐ New Study

☐ Reinterpretation of outside films

☐ Use "Pan scan single pass technique" (CT Angio neck/CT Chest/CT Abdomen/CT Pelvis)
(Requires attending trauma surgeon signature prior to scan)

HEAD:
Indication(s)

☒ Head / Brain CT Scan

- ☐ Coma
☐ Penetrating injury
☐ Syncope and collapse
☒ Acute head pain due to trauma
☐ Other: _____

☐ Head / Brain MRI

- ☐ Transient alteration of awareness
☐ Altered mental status
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

☐ CT Angio of Cerebral Vessels

FACE:
Indication(s)

☐ Facial CT Scan

- ☐ Cerebrospinal fluid otorrhea/rhinorrhea
☐ Penetrating injury
☐ Acute facial pain due to trauma
☐ Other: _____

☐ Facial Series

- ☐ Injury of face
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

NECK:

Indication(s)

☒ Cervical Spine CT Scan

- ☐ Cervical Spine Series
☒ Acute neck pain due to trauma
☐ Paralysis
☐ Penetrating injury
☐ Other: _____

☐ Soft Tissue Neck CT Scan

☐ C Spine Soft Tissue Series

- ☐ Injury of neck
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

☐ CT Angio of Cervical Vessels

CHEST:
Indication(s)

CXR ☐ AP ☐ Lat ☐ PA

- ☐ Acute chest pain due to trauma
☐ Injury of chest wall
☐ Pain in thoracic spine
☐ Penetrating injury
☐ Hemothorax / Pneumothorax
☐ Other: _____

☐ Chest CT

- ☐ Mediastinal hematoma (abnormal mediastinum)
☐ Respiratory insufficiency
☐ Paralysis
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

ABD/PELVIS: Pelvis ☐ AP ☐ I/O ☐ Judet ☐ Lat

Indication(s)

- ☐ Abdomen / Pelvis CT
☐ Acute abdominal pain due to trauma
☐ Paralysis
☐ Pain in lumbar spine
☐ Penetrating injury
☐ Hemorrhagic shock
☐ Pelvis fracture
☐ Other: _____

Abd ☐ AP ☐ Lat ☐ Uppt Decub ☐ L ☐ R

☐ Abdomen CT Only

☐ Pelvis CT Only

☐ CT Cystogram

- ☐ Acute pelvic pain due to trauma
☐ Pain in joint involving pelvic region / thigh
☐ Hematuria
☐ Intra-abdominal hemorrhage
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

OTHER: _____ Indication: _____

- ☐ Contrast Allergy
☐ Premedication Ordered
☐ Creatinine _____

- ☐ Respiratory Isolation needed
☐ Contact Isolation needed
☐ Possible Pregnancy

ACCESSION # _____

TECHNOLOGIST _____

COMPLETION DATE / TIME _____

Requesting Provider: _____

Attending Physician: Montgomery, Stephen
(if different from requestor) Last Name, First Name

Pager ID _____

Phone _____

Date 11/14/11

Time 10:55

Pager ID _____

Phone _____

Date _____

Time _____

ah_critcare_fw_request_traumarequest

OTE 700319 Rev. 9/09

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RADIOREQST

TRAUMA SURVEY RADIOLOGY REQUEST FORM

Phone: 843-792-9729

Fax: 843-792-9364

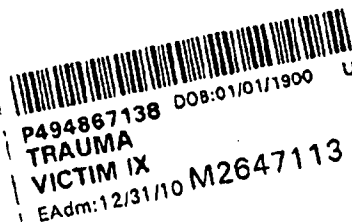
Page 1 of 1

Form Origination Date: 2/08

Version: 2

Version Date: 9/09

PATIENT IDENTIFICATION LABEL



Request Type:

☐ New Study

☐ Reinterpretation of outside films

☐ Use "Pan scan single pass technique" (CT Angio neck/CT Chest/CT Abdomen/CT Pelvis)
(Requires attending trauma surgeon signature prior to scan)

HEAD:
Indication(s)

☐ Head / Brain CT Scan

- ☐ Coma
☐ Penetrating injury
☐ Syncope and collapse
☐ Acute head pain due to trauma
☐ Other: _____

☐ Head / Brain MRI

- ☐ Transient alteration of awareness
☐ Altered mental status
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

☐ CT Angio of Cerebral Vessels

FACE:
Indication(s)

☐ Facial CT Scan

- ☐ Cerebrospinal fluid otorrhea/rhinorrhea
☐ Penetrating injury
☐ Acute facial pain due to trauma
☐ Other: _____

☐ Facial Series

- ☐ Injury of face
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

NECK:

Indication(s)

☐ Cervical Spine CT Scan
☐ Cervical Spine Series

- ☐ Acute neck pain due to trauma
☐ Paralysis
☐ Penetrating injury
☐ Other: _____

☐ Soft Tissue Neck CT Scan
☐ C Spine Soft Tissue Series

- ☐ Injury of neck
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

☐ CT Angio of Cervical Vessels

CHEST:

Indication(s)

CXR ☒ AP ☐ Lat ☐ PA

- ☒ Acute chest pain due to trauma
☐ Injury of chest wall
☐ Pain in thoracic spine
☐ Penetrating injury
☐ Hemothorax / Pneumothorax
☐ Other: _____

☐ Chest CT

- ☐ Mediastinal hematoma (abnormal mediastinum)
☐ Respiratory insufficiency
☐ Paralysis
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

ABD/PELVIS: Pelvis ☐ AP ☐ I/O ☐ Judet ☐ Lat

Indication(s)

- ☐ Abdomen / Pelvis CT
☐ Acute abdominal pain due to trauma
☐ Paralysis
☐ Pain in lumbar spine
☐ Penetrating injury
☐ Hemorrhagic shock
☐ Pelvis fracture
☐ Other: _____

Abd ☐ AP ☐ Lat ☐ Uppt Decub ☐ L ☐ R
☐ Abdomen CT Only ☐ Pelvis CT Only ☐ CT Cystogram

- ☐ Acute pelvic pain due to trauma
☐ Pain in joint involving pelvic region / thigh
☐ Hematuria
☐ Intra-abdominal hemorrhage
☐ No written report of outside films available
☐ Need for urgent expert reinterpretation of outside studies

OTHER: _____

Indication: _____

- ☐ Contrast Allergy
☐ Premedication Ordered
☐ Creatinine _____

- ☐ Respiratory Isolation needed
☐ Contact Isolation needed
☐ Possible Pregnancy

ACCESSION # _____

TECHNOLOGIST _____

COMPLETION DATE / TIME _____

Requesting Provider: _____

Attending Physician: _____

(if different from requestor) Last Name, First Name

Pager ID _____

Phone _____

Date _____

Time _____

Pager ID _____

Phone _____

Date _____

Time _____

ah_critcare_1w_request_traumaraquest

OTE 700319 Rev. 9/09

60218778 Kern
169

28

TRAUMA, FELL OFF ROOF

Technologist: VALARIE RADCLIFF
Radiologist 1: MUNAZZA ANIS
Radiologist 2: SETH MEANS
Radiologist 3:

Transcribed by: Tech IntTalk
Date Dictated:
Proxy Signer:
Authenticating Radiologist: MUNAZZA ANIS
Date Authenticated: 01/14/2011 11:47

EXAMINATION: CT CHEST, ABDOMEN AND PELVIS 01/14/11 11:15:00

ACCESSION NUMBER: 6218814

INDICATION: ACUTE PAIN DUE TO TRAUMA TRAUMA, FELL OFF ROOF

COMPARISON: None

TECHNIQUE: Multiple 2 mm axial CT images of the chest, abdomen and pelvis were obtained from the thoracic inlet to the symphysis pubis following the uneventful intravenous bolus administration of 100 cc Omnipaque 350 (iohexol). Sagittal and coronal reformatted images were generated.

FINDINGS:

CHEST: There is no evidence of thoracic vascular injury. The heart is normal in size without hemopericardium. There is no pulmonary contusion, laceration of aspiration. Subpleural emphysematous changes are noted with minimal bilateral lower lobe bronchiectasis and some right lower lobe blebs. There is no hemo or pneumothorax. There are no thoracic osseous injuries. Hypodense 5-mm nodule in the left thyroid gland (image 9, series 1).

ABDOMEN: The liver, spleen, gallbladder, pancreas, adrenal glands and kidneys show no evidence for acute injury. 6-mm cyst in the left hepatic dome (image 106, series 1 and image 56, series 2). Multiple splenules are noted. The gastrointestinal tract is also unremarkable without wall thickening or obstruction. Abdominal and hepatic vasculature is normal. There is no evidence for free intraperitoneal gas, fluid or lymphadenopathy. There are no acute osseous injuries through the level of the abdomen.

PELVIS: The lower gastrointestinal tract is unremarkable. There is no fluid or blood in the pelvis. Prostate and seminal vesicles are unremarkable. There is no evidence of vascular injury. There are no acute osseous injuries to the pelvis. Bridging osteophyte is noted in the right sacroiliac joint.

IMPRESSION:

1. No evidence of acute thoracic trauma.
2. No evidence of acute abdominal trauma.
3. No evidence of acute pelvis trauma.

Key findings discussed with Dr. Onady on 01/14/11 11:29:58.

VOICE DICTATED BY: Dr. SETH MEANS

TRAUMA, FELL OFF ROOF

Technologist: VALARIE RADCLIFF
Radiologist 1: M.VITTORIA SPAMPINATO
Radiologist 2: MICHAEL AHO
Radiologist 3:

Transcribed by: Tech IntTalk
Date Dictated:
Proxy Signer:
Authenticating Radiologist: M.VITTORIA SPAMPINATO
Date Authenticated: 01/14/2011 14:50

EXAMINATION: BRAIN CT 01/14/11 11:14:00

ACCESSION NUMBER: 6218815

INDICATION: TRAUMA, FELL OFF ROOF

COMPARISON: None

TECHNIQUE: Multiple contiguous CT images of the brain without intravenous contrast.

FINDINGS: There is no evidence of intracranial hemorrhage or extra-axial collection. Soft tissue laceration/hematoma is noted over the left frontal bone. The ventricles and other CSF spaces are symmetrical and appropriate. The brain is of normal morphology and attenuation. There is no evidence of fracture. The paranasal sinuses and mastoid air cells are unremarkable.
IMPRESSION:

No evidence of acute intracranial abnormality or fracture.

Soft tissue laceration/hematoma over the left frontal bone.

Key findings discussed with Dr. Onady on 01/14/11 at 11:40.

VOICE DICTATED BY: MICHAEL AHO
I have reviewed the images and agree with the findings in this report.

TRAUMA

Technologist: KIM MURDAUGH
Radiologist 1: PHILIP COSTELLO
Radiologist 2:
Radiologist 3:

Transcribed by: Tech IntTalk
Date Dictated:
Proxy Signer:
Authenticating Radiologist: PHILIP COSTELLO
Date Authenticated: 01/14/2011 12:50

ACCESSION NUMBER: 6218778

TECHNIQUE: AP view of chest.

INDICATION: TRAUMATRAUMA TRAUMA

FINDINGS: A single AP view of the chest shows the heart lungs and mediastinum are normal.
IMPRESSION: Normal chest

TRAUMA, FELL OFF ROOF

Technologist: VALARIE RADCLIFF
Radiologist 1: M.VITTORIA SPAMPINATO
Radiologist 2: MICHAEL AHO
Radiologist 3:

Transcribed by: Tech IntTalk
Date Dictated:
Proxy Signer:
Authenticating Radiologist: M.VITTORIA SPAMPINATO
Date Authenticated: 01/14/2011 15:32

EXAMINATION: CT/CTA NECK 01/14/11 11:15:00

ACCESSION NUMBER: 6218813

INDICATION: TRAUMA, FELL OFF ROOF

COMPARISON: None

TECHNIQUE: Multiple contiguous CT axial images were obtained through the neck after the IV administration of 100 cc omnipaque 350. 3D reconstructions were not performed.

FINDINGS: Craniocervical junction is unremarkable. Cervical vertebral bodies are of normal height and alignment without evidence of acute fracture or dislocation. Intervertebral disc spaces are preserved and posterior elements are intact. Small ossified fragment is noted along the anterior/superior aspect of C5 vertebral body, possibly small chip fracture versus osteophyte. There is minimal anterior osteophyte C6/7. Prevertebral soft tissues are unremarkable.

The visualized neck vasculature structures are normal without evidence for stenosis, occlusion, aneurysm, or vascular malformation.
IMPRESSION:

Small ossified fragment along the anterior/superior aspect of C5 vertebral body, possibly small chip fracture versus osteophyte. Otherwise, unremarkable cervical spine without evidence of vascular injury.

Key findings discussed with Dr. Onady on 01/14/11 at 11:24:10.

VOICE DICTATED BY: MICHAEL AHO
I have reviewed the images and agree with the findings in this report.

Therapies Performed:
Therapist In Attendance,

Therapist in attendance for trauma. Oxygen therapy given via nasal cannula at 3 liters per minute. with ambient humidification. 45 minutes spent at patient bedside.

Signed by: Rhead Martinette, RRT, RCP

Radiology Results

Name: SIMMONS, WILLIE

Page: 1

Date Printed: 03/16/11

ID: 2647113 SEX:M AGE:43

01/14/11 : 11:14am

RAD - CT HEAD/BRAIN W/O CONTRAST
OUT

Accession number: 6218815

EXAMINATION: BRAIN CT 01/14/11 11:14:00

ACCESSION NUMBER: 6218815

INDICATION: TRAUMA, FELL OFF ROOF

COMPARISON: None

TECHNIQUE: Multiple contiguous CT images of the brain without intravenous contrast.

FINDINGS: There is no evidence of intracranial hemorrhage or extra-axial collection. Soft tissue laceration/hematoma is noted over the left frontal bone. The ventricles and other CSF spaces are symmetrical and appropriate. The brain is of normal morphology and attenuation. There is no evidence of fracture. The paranasal sinuses and mastoid air cells are unremarkable.

IMPRESSION:

No evidence of acute intracranial abnormality or fracture.

Soft tissue laceration/hematoma over the left frontal bone.

Key findings discussed with Dr. Onady on 01/14/11 at 11:40.

VOICE DICTATED BY: MICHAEL AHO

I have reviewed the images and agree with the findings in this report.

AUTHENTICATING RADIOLOGIST: M. VITTORIA SPAMPINATO

Practice Partner signature acknowledges receipt of results only.

TRAUMA, FELL OFF ROOF

cc: Oet
3-21-11
(signature)

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Radiology Results

Page: 1

Name: SIMMONS, WILLIE

Date Printed: 03/16/11

ID: 2647113 SEX:M AGE:43

01/14/11 : 11:15am

RAD - TRAUMA ANGIO NECK WITH CONTRAST
OUT

Accession number: 6218813

EXAMINATION: CT/CTA NECK 01/14/11 11:15:00

ACCESSION NUMBER: 6218813

INDICATION: TRAUMA, FELL OFF ROOF

COMPARISON: None

TECHNIQUE: Multiple contiguous CT axial images were obtained through the neck after the IV administration of 100 cc omnipaque 350. 3D reconstructions were not performed.

FINDINGS: Craniocervical junction is unremarkable. Cervical vertebral bodies are of normal height and alignment without evidence of acute fracture or dislocation. Intervertebral disc spaces are preserved and posterior elements are intact. Small ossified fragment is noted along the anterior/superior aspect of C5 vertebral body, possibly small chip fracture versus osteophyte. There is minimal anterior osteophyte C6/7. Prevertebral soft tissues are unremarkable.

The visualized neck vasculature structures are normal without evidence for stenosis, occlusion, aneurysm, or vascular malformation.
IMPRESSION:

Small ossified fragment along the anterior/superior aspect of C5 vertebral body, possibly small chip fracture versus osteophyte. Otherwise, unremarkable cervical spine without evidence of vascular injury.

Key findings discussed with Dr. Onady on 01/14/11 at 11:24:10.

VOICE DICTATED BY: MICHAEL AHO

I have reviewed the images and agree with the findings in this report.

AUTHENTICATING RADIOLOGIST: M.VITTORIA SPAMPINATO

Practice Partner signature acknowledges receipt of results only.

TRAUMA, FELL OFF ROOF

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Radiology Results

Page: 1

Name: SIMMONS, WILLIE

Date Printed: 03/16/11

ID: 2647113 SEX:M AGE:43

01/14/11 : 11:15am

RAD - CT CHEST/ABDOMEN/PELVIS W/CONT
OUT

Accession number: 6218814

EXAMINATION: CT CHEST, ABDOMEN AND PELVIS 01/14/11 11:15:00

ACCESSION NUMBER: 6218814

INDICATION: ACUTE PAIN DUE TO TRAUMA TRAUMA, FELL OFF ROOF

COMPARISON: None

TECHNIQUE: Multiple 2 mm axial CT images of the chest, abdomen and pelvis were obtained from the thoracic inlet to the symphysis pubis following the uneventful intravenous bolus administration of 100 cc Omnipaque 350 (iohexol). Sagittal and coronal reformatted images were generated.

FINDINGS:

CHEST: There is no evidence of thoracic vascular injury. The heart is normal in size without hemopericardium. There is no pulmonary contusion, laceration or aspiration. Subpleural emphysematous changes are noted with minimal bilateral lower lobe bronchiectasis and some right lower lobe blebs. There is no hemo or pneumothorax. There are no thoracic osseous injuries. Hypodense 5-mm nodule in the left thyroid gland (image 9, series 1).

ABDOMEN: The liver, spleen, gallbladder, pancreas, adrenal glands and kidneys show no evidence for acute injury. 6-mm cyst in the left hepatic dome (image 106, series 1 and image 56, series 2). Multiple splenules are noted. The gastrointestinal tract is also unremarkable without wall thickening or obstruction. Abdominal and hepatic vasculature is normal. There is no evidence for free intraperitoneal gas, fluid or lymphadenopathy. There are no acute osseous injuries through the level of the abdomen.

PELVIS: The lower gastrointestinal tract is unremarkable. There is no fluid or blood in the pelvis. Prostate and seminal vesicles are unremarkable. There is no evidence of vascular injury. There are no acute osseous injuries to the pelvis. Bridging osteophyte is noted in the right sacroiliac joint.

IMPRESSION:

1. No evidence of acute thoracic trauma.
2. No evidence of acute abdominal trauma.
3. No evidence of acute pelvis trauma.

Key findings discussed with Dr. Onady on 01/14/11 11:29:58.

VOICE DICTATED BY: Dr. SETH MEANS

AUTHENTICATING RADIOLOGIST: MUNAZZA ANIS

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Radiology Results

Page: 1

Name: SIMMONS, WILLIE

Date Printed: 03/16/11

ID: 2647113 SEX:M AGE:43

01/14/11 : 11:35am

RAD - PORTABLE CHEST 1 VIEW
OUT

Accession number: 6218778

ACCESSION NUMBER: 6218778

TECHNIQUE: AP view of chest.

INDICATION: TRAUMATRAUMA TRAUMA

FINDINGS: A single AP view of the chest shows the heart lungs and
mediastinum are normal.

IMPRESSION: Normal chest

AUTHENTICATING RADIOLOGIST: PHILIP COSTELLO

Practice Partner signature acknowledges receipt of results only.

TRAUMA

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CONSENT

Consent for Medical Treatment

Page 1 of 2

Form Origination Date: 6/99
Version: 5

Version Date: 1/11



P:845812023 DOB: [REDACTED] B M

SIMMONS

WILLIE

Adm:01/15/11 M: 2647113

PATIENT IDENTIFICATION LABEL

Your Permission is Needed

I (as patient, parent, guardian, spouse, guarantor, or other responsible party) consent to and authorize medical treatment and diagnostic procedures which may be ordered by my doctors and performed by MUSC Medical Center ("The Hospital"). I consent to have blood drawn and to be tested for infectious diseases, including but not limited to syphilis, AIDS, hepatitis and testing for drugs if my doctor orders these tests.

Initial *WLS*

Your Agreement to Pay for Treatment

I assign and transfer to The Hospital and / or my doctors all rights, and interest in benefits I may have under any insurance policy I may have, including but not limited to hospitalization, medical, third party liability insurance coverage, workers compensation benefits, or benefits paid by Medicare or Medicaid. This assignment is intended to include any interest in benefits that I may have relating to this date of service as well as any prior dates of service. I direct that any insurance company or other party make payment of such benefits to The Hospital or my doctor. I authorize The Hospital and / or my doctor to collect benefits from any responsible third party through whatever means may be deemed necessary, and to endorse benefit checks made payable directly to me.

I understand that by signing below, I promise to pay all Hospital and doctor charges at the standard rates and terms of The Hospital or doctor including all charges not covered by my insurance or any other party. I promise to pay the patient's account at the rates stated in The Hospital's price list (known as the "Charge Master") and / or the doctor's fee schedule in effect on the date the charge is processed for the services provided. I understand that there will be a separate charge for the doctor and other professional services, but understand that The Hospital may bill for some professional fees.

I understand that The Hospital files insurance as a courtesy to me, and agree that I am responsible for payment of my bill, including any charges that are denied by my insurance or any other responsible party. I understand that care that is experimental as determined by my insurance company may not be covered and that I will be responsible for those charges. I agree that if this account is not paid, it may be turned over to a collection agency or attorney, and I must pay the amount due plus all costs of collection, including reasonable attorney's fees.

I understand that if I am unable to pay my bills, I may speak with a Financial Counselor to determine whether I qualify for assistance or for a discount. I may call (843) 792-2311 for information or questions about my hospital bill and (843) 792-6200 for information about my doctor bill.

Initial *WLS*

Release of Information to My Referring Doctor

My referring doctor is (please print full name): N/A City: _____

My Primary Care Physician is (please print full name): N/A City: _____

Medicare Patient Certification (Medicare patients only)

I hereby certify that I have provided information about all insurance coverage available to me, including liability or worker's compensation insurance and that the information provided is correct and complete. I hereby authorize The Hospital and / or my doctors to release to the Social Security Administration, its intermediaries, or carriers any information needed for this or a related Medicare claim. I hereby authorize the payment of benefits to The Hospital or my doctors.

Initial _____

all_all_consent_consentfortreat

OTE 700227 Rev. 1/11

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CONSENT

Consent for Medical Treatment

Form Origination Date: 8/99
Version: 5

Page 2 of 2

Version Date: 1/11



P:845812023

DOB: [REDACTED] B M

SIMMONS

WILLIE

Adm:01/15/11

M: 2647113

PATIENT IDENTIFICATION LABEL

Retention / Disposal and Use of Blood, Body Fluids, or Tissue

I understand and agree that any blood, body fluids or tissues normally removed from my body by MUSC in the course of any diagnostic procedures, surgery, or medical treatment that would otherwise be disposed of may be retained and used for research, including research on the genetic material (DNA) or other information contained in those tissues or specimens. I acknowledge that such research by MUSC may result in new inventions that may have commercial value and I understand that there are no plans to compensate me should this occur, regardless of the value of any such invention. I understand that any research using these leftover specimens or tissues will be done in a way that will not identify me.

I also understand that if I do not want research to be done using my leftover blood, body fluids or tissue, I need to check the box shown below. If I have questions, I should call (843) 792-8300.

☒ I **DO NOT** agree to have my blood, body fluids or tissue used for future research studies.

Permission to Contact for Research Studies

I agree to be contacted about future research studies at MUSC for which I may be eligible. I understand that if I do not want to be contacted about future research studies, I need to check the box shown below.

☒ I **DO NOT** agree to be contacted about future research studies

Admission Photographs

I agree that my photograph may be taken for purposes of identifying me, or providing treatment to me. This photograph may become part of my medical record and may be disclosed if copies of my medical record are disclosed.

Initial _____

Responsibility for Personal Items

I understand that The Hospital is not responsible for valuable items which I bring with me. I understand it is my responsibility to send any valuable items (such as medications, money, jewelry, electronics, etc.) home for safe keeping. Any items left at the hospital in excess of 30 days will be disposed of.

Initial *WOS*

I received a copy of the MUSC "Notice of Privacy Practices".

Initial *WOS*

I certify that I have read or have had read to me this consent and agree to its terms. I also certify that I am the patient, or am duly authorized by the patient, or am duly appointed to sign this agreement. I accept and understand its terms.

1-15-11 @ 2147
Date and Time

Willie Simmons
Signature of Patient (Parent or Legal Guardian)
Print Full Name _____

Renee Adams
Signature of Witness

Signature of Guarantor / Relationship to Patient
Print Full Name _____

Advance Directives information given: ☒ Yes ☐ No (If No, please explain _____)

all_all_consent_consentfortreat

Original to Medical Records

Copy to Patient

OTE 700227 Rev. 1/11

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MUSC Health



CONSENT

Lewis Blackman

Hospital Patient Safety Act Acknowledgement

Page 1 of 1

Form Origination Date: 10/06
Version: 1

Version Date: 10/06



P:845812023 DOB: [REDACTED] B M
SIMMONS

WILLIE

Adm:01/15/11 M: 2647113

PATIENT IDENTIFICATION LABEL

MUSC is a Teaching Hospital

I understand that MUSC is an academic medical center providing healthcare, teaching and research. I also understand that I may be cared for by physicians and other healthcare providers in training. My care will be supervised by an attending physician and staff. The information related to the health care I receive may be used for training or for scientific study purposes. I understand that if information contained in my health care record is used for such purposes, precautions will be taken to carefully preserve my anonymity. I also understand that pictures or other recordings may be made for purposes of my treatment or for educational purposes.

In addition, I understand that if I have questions about my medical care I can speak to my attending physician, nurse, resident, or medical student. In addition, I can contact my attending physician or the House Services Coordinator through the operator at 792-8080 (2-8080 from the bedside phone).

I acknowledge that I have received a copy of the brochure entitled "Medical University of South Carolina, An Academic Medical Center of Excellence" explaining the role of residents and students in my care.

Date and Time

1-15-11 @ 2:17

Signature of Patient (Parent or
Legal Guardian)

Willie Simmons

Signature of Witness

Renee PAS

Signature of Guarantor (if different
from the patient)

blackmanacknowledge

OTE 700226 10/06

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PRESCRIPTION

MUSC Medical University of South Carolina
173 Ashley Avenue, Charleston, SC 29425
Telephone: (843) 792-2123

Physician Name: <i>Anthony E. Jacarino, MD</i>	Patient Name: <i>WILLIE SIMMONS</i>
Address: <i>FZ2093093</i>	Address: <i>Adm: 01/15/11 M2647113</i>
DEA# <i>FZ2093093</i>	Stamp/Plate: <i>NKDA</i>
Service: <i>MUSC PR Photo:</i>	Allergies: <i>NKDA</i>
DATE: <i>1/15/11</i>	REFILLS: <i>None</i>

Indication: *pain*

Signature: *Anthony E. Jacarino, MD*

DISPENSE AS WRITTEN
UP NO. 410151 Rev. 1007
TAMPER PROOF
SUBSTITUTION PERMITTED



TRIAGE

Adult Emergency Services Nursing Assessment

Page 1 of 2

Form Origination Date: 9/03

Version: 6

Version Date: 8/09

P845812023 DOB: [REDACTED] B M

SIMMONS

WILLIE

Adm:01/15/11 M2647113

Patient Name
MRN

PATIENT IDENTIFICATION LABEL

DATE: 11-15-11 TIME: 2:50 Acuity: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5

TRIAGE: Age 43 ☐ M ☐ F Pain Scale 7/10 GCS 15

Temp 98.6 Pulse 76 BP 96/66 RR 18 O2 Sat 98

Visual Acuity R ☐ L ☐ Both ☐

Chief Complaint: Scrape here yesterday

Full off roof of car (driving) - scratch

15 minutes before accident for

car accident - not involved

Objective: to have wound to patient

work up with facial swelling

Mode of Arrival ☒ POV ☐ EMS ☐ Helicopter

Trauma Alert ☐ Y ☐ N Time called: Level:

Pre-hospital Interventions ☐ N/A ☐ Oxygen ☐ IV ☐ IVFs

☐ C-collar ☐ Splint ☐ Immobilization ☐ CPR ☐ Intubation

Other

Accompanied by: ☐ Self ☐ Spouse ☐ Family ☐ Friend

☐ Parent ☐ Police ☐ EMS ☒ Other

Name of officer: Badge #:

AGENCY: South Carolina State

Sepsis / Pneumonia Screen ☐ HR > 90 bpm ☐ RR > 20/minute

☐ Temp > 100.4°F or < 96.8°F ☐ SBP < 90 mmHg ☐ Cough for > 14 days

☐ Productive cough ☐ Suspected / known infection

Triage Nurse Signature: [Signature]

PMH Immunizations ☐ UTD ☐ Tetanus > 5 yrs Ht in Wt kg

Medication Reconciliation Initiated: ☐ Y ☐ N If no, why:

Illnesses / Surgical Procedures

DRUG ALLERGY: NKA

Wrist Band Applied: ☐ Y ☐ N

LMP ☐ ☐ Hysterectomy ☐ Post-menopausal

G: P: Ab

SH Tobacco ☐ Y ☒ N H/O PPD Alcohol: ☐ Y ☒ N H/O

Illicit Drugs ☐ Y ☒ N H/O ☐ Suicidal ☐ Homicidal

If yes, complete ED Psych Assessment Tool

Language Spoken ☒ English ☐ Spanish Interpreter Needed ☐ Y ☒ N

Special Assessment TB Exposure: ☐ Y ☒ N Domestic Violence ☐ Y ☒ N

Fall Precautions ☐ Y ☒ N Use of cane, walker or other assist device ☐ Y ☒ N

Wrist Band Applied ☐ Y ☒ N

STEMI ☐ Y ☒ N Time SWAT ☐ Y ☒ N Time

BAT ☐ Y ☒ N Time Swallow Screen ☐ Pass ☐ Fail ☒ N/A

Patient having Chest Pain ☐ Y, do EKG STAT ☐ Denies ☒ N/A

Report to Primary RN:

Time:

Primary Nursing Assessment

Psych ☐ NA ☒ WNL ☐ Appropriate for Age ☐ Anxious ☐ Sad ☐ Agitated ☐ Confused ☐ Disoriented ☐ Suicidal ☐ Homicidal

Skin ☐ NA ☒ WNL ☐ Palpation ☐ Warm ☐ Dry ☐ Cool ☐ Diaphoretic ☐ Pale ☐ Cyanotic

Eyes ☐ NA ☒ WNL ☐ Pupils R ☐ Dilated ☐ Pinpoint ☐ L ☐ Dilated ☐ Pinpoint

ENT ☐ NA ☒ WNL ☐ Mucous Membranes ☐ Moist ☐ Dry ☐ Hearing ☐ Normal ☐ Impaired ☐ Hearing Aid

CV ☐ NA ☒ WNL ☐ Heart ☐ Regular Rate ☐ Tachycardic ☐ Bradycardic ☐ Irregular Rhythm

Cap Refill ☐ Normal ☐ > 2 sec. Carotid Radial DP/PT

Pulses Right ☐ Present ☐ Absent ☐ Present ☐ Absent ☐ Present ☐ Absent

Left ☐ Present ☐ Absent ☐ Present ☐ Absent ☐ Present ☐ Absent

Resp ☐ NA ☒ WNL ☐ Inspection ☐ Normal Insp. Effort ☐ Tachypneic ☐ Bradypneic ☐ Agonal ☐ Nasal Flaring ☐ Visible Difficulty Breathing ☐ Stridor

☐ Accessory Muscle Use ☐ Coughing ☐ Non-productive or Producing ☐ Clear ☐ White ☐ Yellow ☐ Green ☐ Blood-tinged Sputum

Auscultation: ☐ Clear Bilateral Breath Sound ☐ Diminished ☐ R ☐ L Absent ☐ R ☐ L Crackles ☐ R ☐ L Wheezes ☐ R ☐ L

GI ☐ NA ☒ WNL ☐ Distended Last Mezi: Last BM: Nausea ☐ Y ☐ N Vomiting ☐ Y ☐ N Diarrhea ☐ Y ☐ N

☐ Non-tender Tender ☐ RUQ ☐ RLQ ☐ LUQ ☐ LLQ ☐ Epigastric ☐ Periumbilical ☐ Suprapubic

GU ☐ NA ☒ WNL ☐ Bleeding ☐ Discharge ☐ Frequency ☐ Urgency ☐ Retention

MS ☐ NA ☒ WNL ☐ Swelling ☐ Deformity ☐ Pain ☐ Ecchymoses ☐ Limited ROM ☐ Laceration(s) ☐ Abrasion(s)

R ☐ Shoulder ☐ Upper Arm ☐ Elbow ☐ Forearm ☐ Wrist ☐ Hand ☐ Neck ☐ Back ☐ Hip/Pelvis ☐ Thigh ☐ Knee ☐ Lower Leg ☐ Ankle ☐ Foot

L ☐ Shoulder ☐ Upper Arm ☐ Elbow ☐ Forearm ☐ Wrist ☐ Hand ☐ Neck ☐ Back ☐ Hip/Pelvis ☐ Thigh ☐ Knee ☐ Lower Leg ☐ Ankle ☐ Foot

Neuro ☐ NA ☒ WNL Alert to ☒ Person ☒ Place ☒ Time Eye Contact: ☐ Y ☒ N Facial Droop: ☐ R ☐ L ☒ None

Speech ☐ Normal ☐ Dysarthric / Aphasic

Motor ☐ Normal ☐ Decreased Inability to move ☐ RUE ☐ LUE ☐ RLE ☐ LLE Sensory ☒ Normal ☐ Decreased

Gait ☐ Unable to Assess ☐ Steady ☐ Unsteady ☐ Requiring Physical Assistance ☐ Walker / Cane GCS: 15

Primary Nurse Signature: [Signature] Date/Time: 11-15-11 2:50

MUSC Health

•TRIAGE•

Adult Emergency Services Nursing Assessment

Form Origination Date: 9/03

Version: 6

Version Date: 8/09

Patient Name
MRN



P845812023 DOB: [REDACTED] B M

SIMMONS

WILLIE

Adm:01/15/11 M2647113

[illegible]

PATIENT IDENTIFICATION LABEL

[illegible]

1st EKG @ _____		Cardiac Monitor ☐ Y ☐ N		IV Access											
Old EKG ☐ Y ☐ N		Rhythm _____		Time _____ R Hand Forearm AC Size ☐ 24 ☐ 22 ☐ 20 ☐ 18 ☐ 16 ☐ 14 X- _____ attempts											
Troponin _____		O ₂ : ☐ NC ☐ NR8%		Time _____ L Hand Forearm AC Size ☐ 24 ☐ 22 ☐ 20 ☐ 18 ☐ 16 ☐ 14 X- _____ attempts											
PCXR @ _____		EKG Strips attached ☐ Y ☐ N		Time _____ Site: _____ Other _____ by _____ US guided ☐ Y ☐ N											
Time	Temp	Pulse	RR	BP	O ₂ Sat	Pain	Time	PO	IV	Other	Time	Void	Emesis	Other	
						/									
						/									
						/									
						/									
						/									

Time	Nurse's Progress Notes	Total Intake:	Total Output:
2100	pt into Room with Director of South Landing Stray at DeSoto Sun at school facility yesterday slip fall. Facial swelling and pain full mouth not able to swallow. Director stated only was here because prescription if I am present and gave him 2nd to 3rd pill.		
2230	Resident at desire to evaluate @		
2300	to X-ray @		
2305	Return from X-ray radiologist's findings D5000		
0000	On E script verbalized understanding @		

☐ See attached Nurse's Notes / Addendum(s)			
Signature	Initials	Signature	Initials
		<i>[Handwritten Signature]</i>	<i>[Handwritten Initials]</i>

DISPOSITION		☒ Home	☐ Admit	☐ LWT	☐ AMA	☐ Expired
☐ Admit Room # _____ ☐ Transfer to _____ Verbal Report to _____ @ _____ Faxed Report ☐ Y ☐ N Verified with _____ @ _____ Transfer form completed ☐ Y ☐ N Personal Effects Inventory Form ☐ Y ☐ N Condition at disposition: <u>SB</u> Accompanied by: <u>Directa</u>		☐ Ambulatory ☐ Wheelchair ☐ Stretcher ☐ Transport Service Teaching Instructions ☐ Written ☒ Oral Language ☒ English ☐ Other _____ Patient teaching ☐ Verbalized ☐ Return Demonstration Sent with patient ☒ Prescriptions ☐ Excuse ☐ IV discontinued upon DIC		☒ No valuables taken from patient ☒ All valuables transferred with patient Discharge RN <u>[Signature]</u> Date / Time <u>1-25-11 03:35</u> ☐ Vital signs printed before discharge and attached		
		Discharge Vital Signs: BP _____ / _____ HR _____ RR _____ O ₂ Sat _____ % Temp _____		Discharge Pain Score _____ / 10		

ah_1W_adultEDnursingassessment

UP 500068 Rev. 8/09

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MUSC Health



PB45812023 DOB: [REDACTED] B M
SIMMONS
WILLIE
Adm: 01/15/11 M2647113

PHYSORDER
Adult ED Medication Reconciliation Form
Page 1 of 1

Form Origination Date: 3/08
Version: 1

Version Date: 3/08

Patient Name _____
MRN _____

PATIENT INFORMATION LABEL

Ht (in): _____ Wt (kg): _____ Source of history: ☐ Patient ☐ Relative ☐ Pharmacy ☐ Medical Record ☐ Other _____

PROHIBITED ABBREVIATIONS: qd, qod, U, IU, mcg, MS, MS04, MgSO4, µg, drug names.

Do not write a whole number with a trailing zero. Do not write a decimal point without a leading zero.

☐ Patient is inpatient status – please see the completed Inpatient Medication Reconciliation Form

ALLERGIES / REACTIONS ☒ NKDA ☐ Allergy Band Applied

Medication / Food / Product	Type of Reaction	Medication / Food / Product	Type of Reaction

HOME MEDICATIONS: ☐ No home medications ☐ Unknown home medications

	Medication Name	Dose	Route	Frequency	Indication	Last Dose	MD Order to	
							Continue at Home	
Current Prescription Medications (oral, topical, drops, etc.)							Yes	No
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
Current OTC / Herbal Medications							☐	☐
							☐	☐
							☐	☐
							☐	☐

Anticoagulation or antiplatelet medications

- ☐ Denies anticoagulation or antiplatelet medications
- ☐ Aspirin; NSAIDs [e.g., ibuprofen (Advil®, Motrin®), naproxen (Naprosyn®), celecoxib (Celebrex®)]
- ☐ Clopidogrel (Plavix®); cilostazol (Pletal®); or ticlopidine (Ticlid®)
- ☐ Warfarin (Coumadin®)
- ☐ Low molecular weight heparin [e.g., enoxaparin (Lovenox®)]
- ☐ Fondaparinux (Arixtra®)
- ☐ Herbal supplement that may increase the risk of bleeding (e.g., feverfew, garlic, ginger, ginkgo, ginseng)

Initiated by (please print): _____ Date: _____ Time: _____

Completed by (please print): _____ Date: _____ Time: _____

The physician/NP/PA is responsible for reviewing patient home medications, indicating medications to be continued at home (in upper table), and new medications (in lower table) and then signing the bottom of the form.

	Medication Name	Dose	Route	Frequency	Indication
New medications to begin at home	OXYCODONE	5mg	PO	q4-6° PRN pain	

Physician Signature: [Signature] Page: 19843 Date: _____ Time: _____

adultmedrec

Original to Medical Record

Copy to Patient

OTE 700324 3/08

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PHYSORDER

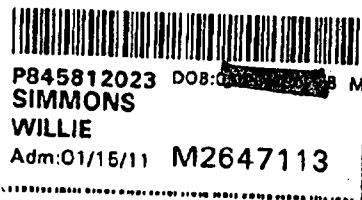
Emergency Services Triage
Physician Orders

Page 1 of 1

Form Origination Date: 10/05

Version: 4

Version Date: 12/07



Patient Name

MRN

PATIENT IDENTIFICATION LABEL

ALLERGIES/DRUG SENSITIVITY: 1. NKA 2. _____ 3. _____ 4. _____

INITIAL ORDERS:

DATE: 1/15/11 TIME: 10:30 pm

- ☐ Cardiac monitor
☐ Non-invasive blood pressure
☐ Pulse oximeter Result: _____
☐ Continuous pulse oximetry
☐ INT (intermittent access IV)
☐ IV fluids Type: _____ Rate: _____
☐ Oxygen Method: _____
☐ EKG
☐ Orthostatic VS Result: _____
☐ Foley catheter

RADIOLOGY

- ☒ Plain films: 2 foot series
☐ CT scans: _____

PROTOCOLS

- ☐ Asthma ☐ Acute coronary syndrome / Acute MI
☐ Heparin (cardiology) ☐ Heparin (PE / DVT)
☐ Community acquired pneumonia ☐ Sepsis
☐ Other _____

OTHER ORDERS:

RN Signature

(completed above orders)

LABS

- ☐ CBC with differential ☐ Reticulocyte count
☐ Basic metabolic panel ☐ Comprehensive metabolic profile
☐ Hepatic panel ☐ Lipase
☐ Cardiac panel & i-STAT® troponin: i-STAT® Result: _____
☐ PT / PTT / INR ☐ i-STAT® blood gas long panel
☐ ABG ☐ D-dimer
☐ Clean catch U/A ☐ Catheterized U/A
☐ Urine culture ☐ Gonorrhea / Chlamydia
☐ β-HCG qualitative (urine) ☐ β-HCG quantitative (blood)
☐ Blood culture ☐ Lactic acid
☐ Lactic acid i-STAT® i-STAT® Result: _____
☐ Finger-stick blood glucose Result: _____
☐ Hemocult® card Result: _____
Controls correct? (positive-blue, negative-no change) ☐ Yes ☐ No
Time: _____ Initials: _____

Other Labs: _____

MEDICATIONS:

Oxycodone 5mg po x 1 mmw.

Physician Signature

Pager ID

15943

ADDITIONAL ORDERS (MUST be timed and initialed):

☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____

edtriageorders

OTE 700188 Rev. 12/07

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P845812023 DOB:09/20/1967 B M
SIMMONS
WILLIE
Adm:01/15/11 M2647113

Medical University of South Carolina
171 Ashley Avenue
Charleston, SC 29425
843-792-3826

Patient: Willie Simmons Date: 01-15-2011 Time: 23:19:15 Page 1

Instructions for: Willie Simmons

Date: 01-15-2011 Your care provider was: Zacarias/Shapshak

Facial laceration:

A laceration on the face usually heals quickly. Our treatment goal will be to avoid an unsightly scar or stitch-marks. Your cut has been closed with the best techniques to avoid scarring, but a great deal depends on how well you protect the laceration – and on your inherited tendency to scar.

As facial cuts are usually caused by a blunt injury, it's usually best to rest for a day to avoid swelling. Do not allow any bumping or rubbing of the area. Keep the stitches dry. Follow the treatment plan the doctor has discussed with you and, **DO NOT DELAY** getting the stitches out. Once stitches are removed, continue to protect the area from trauma and sunlight (use a sunscreen) for about six months.

If any signs of infection occur (swelling, redness, increasing tenderness, red streaks, tender lumps in the neck or near the ear on the side of the laceration, or fever), see the doctor immediately.

Follow-up care:

The stitches should be removed early to prevent stitch complications. Please return four to five days from today for inspection of the wound and removal of the sutures.

Compression fracture of the spine:

A vertebra within your spine has been crushed. This is called a "compression fracture." Typically, this type of injury is caused by a sudden bending or compressing force such as an auto accident or a fall. Although painful, the fracture is not serious. You can expect to recover fully within a few weeks.

The treatment of this fracture is essentially the same as for a severe back strain. Muscle relaxers or antiinflammatory medication may be prescribed. You should rest in bed for a few days until the pain eases, then begin light activity. A re-check will determine when you are ready to resume work or sports.

Ice pack the painful area at first. After you are active again, you may want to apply gentle heat intermittently to relax sore muscles. You can continue with ice packs if you find them helpful in reducing muscle pain.

Call the doctor or return at once if you develop radiating pains, muscle weakness, problems with the bladder or bowels, or numbness. Please keep appointment with Neurosurgery for follow-up evaluation in 2 weeks.

Hard cervical collar:

You are to wear a firm neck brace, called a "hard cervical collar." This type of neck collar acts like a "cast" while your neck heals. Keep the collar on at all times! The doctor will tell you when it's safe to remove the collar.

While healing, don't do anything that stresses your neck. The collar may not protect your neck during sports, amusement park rides, heavy lifting, or while bending over. The important thing is that the collar holds your head and neck still.

If you must clean under the collar, remove only half of it at a time. Use both hands to hold your head upright and steady. Press against the top of the collar to hold it in place. For example, if you're removing the front of the collar, the thumbs of both hands can hold the back half firmly against the head and neck, while the fingers hold your head. Support your head carefully while another individual removes half the collar and washes under it. The collar is then put back into position over the clean part of the neck. Adjust your grip on your head and the neck collar. Now the second half can be moved for cleaning.

If you suspect the neck has been re-injured under the collar, or if you develop numbness or weakness in any extremity, problems with your bladder or bowel, or pain radiating down the arms, call the doctor at once.

Oral narcotic given:

You've been given an oral narcotic pain medication. The effects may begin 30 minutes to an hour after swallowing the medicine. You should have significant pain relief. The effects will usually last at least four hours.

Most oral narcotics contain a dose of acetaminophen (Tylenol). Don't take any other acetaminophen-containing medicines until you've discussed it with the doctor.



PTINSTRUC

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PB45812023 DOB: [REDACTED] 8 M
SIMMONS
WILLIE
Adm: 01/15/11 M2647113

Medical University of South Carolina

171 Ashley Avenue
Charleston, SC 29425
843-792-3826

Patient: Willie Simmons Date: 01-15-2011 Time: 23:19:15 Page 2

This drug is a narcotic -- it will impair your judgment, slow your reaction time, and make you sleepy. Narcotics also can cause nausea and constipation. If you feel sick, you should eat. A full stomach reduces the nausea that pain pills can cause.

You should not drive or work with machinery (including blenders, knives, lawn mowers or sewing machines) for six to eight hours. Don't do anything requiring mental alertness until the effects of the medication are gone. Do not take any alcohol or sedatives, and don't use any other medication without checking with your physician.

Oral narcotic medication:

You have been given a prescription for pain control. This medication is a narcotic. It's best taken with food, as nausea can result if taken on an empty stomach.

Don't operate machinery or drive within six hours of taking this medication. Do not combine this medicine with alcohol, or with any medication which can cause sedation (such as cold tablets or sleeping pills) unless you get permission from the physician.

Narcotics tend to cause constipation. If possible, drink plenty of fluids and eat a diet high in fiber and fruits.



Please call us at the number above if you have any questions concerning your care. Our business office can answer questions about your bill or insurance on weekdays, 9 to 5.



Your medical information is stored electronically on our secure network. It will be readily available to your doctor if needed. To obtain printed copies of your records, visit our Information Services Department.

I have received a copy of these instructions and have had an opportunity to discuss them. My questions have been answered. (Entiendo estas instrucciones y he recibido copia de ellas.)



Willie Simmons
Patient (or representative)

Deborah
Witness
2337



Medical University
25 Courtenay St. Charleston SC 29425

Name:

MRN:

Temp:

Pulse:

BP:

Accr #:

RR:

Age: 43

Sex: M F

Pulse Ox: 98%

Wt:

Provider:

Prov #:

Time Seen: 10:00 PM

Chief Complaint: Swelling, pain

DOB: 11/21/54 46 PM
PB45812023 DOB: B M
SIMMONS
WILLIE
Adm: 01/15/11 M2647113

HPI:

MODE OF ARRIVAL: ☒ POV ☐ Ambulance ☐ Immobilized

PREHOSPITAL ORDERS:

SOURCE: ☒ Patient ☐ Family Member ☐ Friend ☐ EMS

TIMING: ☒ Began ☐ Occurred ☐ PTA hrs ago days ago ☐ this morning ☐ this afternoon ☐ this evening ☐ during the night
☐ last night ☐ yesterday ☐ Gradual / ☐ Sudden Onset

LOCATION: ☐ Face / ☒ Forehead / ☐ Nose ☐ Mouth ☐ Chin ☐ Lips

Right: ☐ Forehead / ☐ Temple / ☐ Eye / ☐ Cheek ☐ Jaw

Left: ☒ Forehead / ☐ Temple / ☐ Eye / ☐ Cheek ☐ Jaw

CONTEXT: ☐ None ☒ Trauma ☒ Fall ☐ Hit in Face ☐ MVC ☐ Recent Surgery

QUALITY: ☐ Burning ☐ Deep ☐ Dull ☐ Painless ☐ Pressure ☐ Sharp ☐ Squeezing ☐ Stabbing ☐ Throbbing

SEVERITY: ☐ Mild ☐ Moderate ☐ Severe ☐ Pain Free 1 2 3 4 5 6 7 8 9 10 ☐ Unable to quantify

DURATION OF SYMPTOMS: Mins Hrs Days Wks ☐ Intermittent / ☐ Continuous in Nature ☐ Currently Present / ☐ Absent

MODIFYING FACTORS: A = Aggravated by R = Relieved by N = No change with (A R) Nothing (A R N) Chewing

(A R N) Swallowing (☐ Liquids / ☐ Solids) (A R N) Movement (A R N) Touching (A R N) Ice Pack

(A R N) Pressure Dressing (A R N) Lotion (A R N) Medication(s): Mupirocin

ASSOCIATED SIGNS & SYMPTOMS: (+) = Report (-) = Denies ☐ None (+ -) Fever (+ -) Pain (+ -) Swelling (+ -) Redness

(+ -) Rash (+ -) Bleeding (+ -) Bruising (+ -) Laceration (+ -) FB (+ -) Discharge (+ -) HA

(+ -) Numbness (+ -) Nasal Discharge (+ -) LOC

eye swelling noted early this AM with neck pain and R/L ankle/foot pain

and RL wrist. Sp 30 ft fall trauma yesterday AM. Pt in mupirocin 800 mg

with little improvement. Pt cleaning wound appropriately

☐ Unable to obtain additional information from patient. Reason:

PCP#: none (see notes in am center)

ROS: ☐ All Other Systems Reviewed And Negative (unless written or circled)

CONST: Wt. Loss Night Sweats

GI: 0N/VD

PSYCH:

EYES: Discharge

GU:

ENDO:

ENT: Sore Throat Earache OHA

MS:

HEMA/LABPH:

CV: -CP

SKIN:

ALL/IMMUN:

RESPI: -SMB

NEURO: 0dizziness, 0weakness

OTHER:

PAST MEDICAL/FAMILY/SOCIAL HISTORY:

PMH ALLERGIES: ☒ NKDA ☐ PCN ☐ Sulfa ☐ Codeine ☐ Iodine / IVP Dye

MEDICATIONS: ☒ See Nurse's Note

PAST/CURRENT ILLNESSES: ☐ None ☐ CAD ☒ HTN ☐ CVAs ☐ DM

SURGERIES/PROCEDURES: ☐ None ☐ Cosmetic ☐ Trauma-Related ☐ Sinus Surgery

IMMUNIZATIONS: ☐ UTD ☐ Tetanus >5yrs ☐ Tetanus >10yrs

PH: ☐ Negative

SH: OCCUPATION:

LIVING SITUATION: @ Charleston Spms

HABITS: Alcohol Y N H/O Tobacco Y N H/O Drugs Y N H/O

☐ Counseling Given

PHYSICAL EXAM: rare

CONSTITUTIONAL VITAL SIGNS: ☒ Normal ☐ Abnormal

APPEARANCE: ☒ Well ☐ Ill ☐ Poor Hygiene / Grooming

PSYCHIATRIC: ☒ Appropriate ☐ Inappropriate ☐ Combative ☐ Anxious ☐ Sad

SKIN: ☒ Normal

EYES: ☒ Normal ☐ Discharge ☐ Cataracts ☐ Irregular Intracocular muscles intact, vision intact

VISUAL ACUITY: Right Eye / Left Eye / Both Eyes /

H/F/ENT: ☐ Normal ☐ Active Bleeding

Ears: ☒ Normal ☐ Discharge

Nose: ☒ Normal ☐ Discharge

Sinus: ☒ Normal ☐ Tenderness

Lips: ☒ Normal ☐ Vesicles

Teeth: ☒ Normal ☐ Caries ☐ Abscess ☐ Malocclusion ☐ Midface Instability

Oral Cavity: ☒ Normal

Oropharynx: ☒ Normal

NAVIGATOR PC

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ED RECORD
FACE - MALE

ED VISIT

190

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THORAX / RESP: ☒ Normal ☐ Scleror
CV: ☒ Normal
ABDOMEN/GI: ☒ Normal
GU: ☐ Normal
MS (includes neck and back): ☐ Normal ☐ Neck Tenderness
HEMA/LYMPH: ☐ Normal ☐ Adenopathy
NEURO: ☒ Normal ☐ Facial Droop

in C-collar, for possible CS-C6 osteophyte @ C5-6
Bony tenderness over C6 foot. Other extremities
phle but tenderness/indurated painless



Warmth
Erythema
Laceration
Swelling
Tenderness
Bruising



Warmth
Erythema
Laceration
Swelling
Tenderness
Bruising



MEDICAL DECISION MAKING: ☐ Discharge With Family ☒ Old Chart Requested FINDINGS

DDX: Bell's Palsy ☒ Saceration ☐ Cellulitis ☐ Erysipelas ☐ Zoster Ophthalmicus ☐ Parotitis ☐ Sialoadenitis
Pacial Fracture ☐ Temporal Arteritis ☐ Sinusitis ☐ Ludwig's Angina
☐ Labs Essentially Normal Unless Noted Below

LAB PERFORMED:
☐ CBC: WBC Hg Hct Plts
☐ SED RATE ☐ BLOOD C & S

EKG INTERPRETATION: ☐ NSR; ☐ No ST Abnormality
☐ Compared To EKG On ___ / ___ / ___; ☐ No Significant Change

RHYTHM STRIP: ☐ Normal ☐ Hypoxic

IMAGING: ☐ FACIAL SERIES: ☐ Normal ☒ Foot Xray - no acute bony abnormalities
☐ CT OF FACE: ☐ Normal ☐ Preliminary / ☐ Read By Radiologist
☐ See Procedure Note ☐ See Addendum

ADDITIONAL PROCEDURES (Done by Physician):
Nerve Block: (☐ Supraorbital N. / ☐ Infraorbital N. / ☐ Mental N.) Other:
☐ IV Hydration / ☐ IV Infusion / ☐ Injection directly supervised by me.

RE-EVALUATION: Time: ☐ Improved ☐ Worsened ☐ No Change

Swelling/bruising inappropriate sup of all. EOMI vision intact @ this time.
Pain control by oxycodone - present in to facial divert.
Pain control by oxycodone - present in to facial divert.
Pain control by oxycodone - present in to facial divert.
Pain control by oxycodone - present in to facial divert.

CRITICAL CARE ☐ Comfort measures only

CONSULTATION: Dr. @ Returned @ Dr. @ Returned @
To See @ ☐ ED ☐ Hospital ☐ Office Rec.

ADMITTING TEAM: [Signature]

ATTENDING PHYSICIAN NOTE:

HISTORY: 43 yo male seen in ER yesterday p fall from 30 feet; dx C6 lac to scalp (lacerated) + body contusions; P+ is here now 2° to concern for swelling to face + (P) foot pain
EXAM: Neurologic VS A-funk TTP pre-vascular (P) foot + 2DPIAT
MEDICAL DECISION MAKING: Swelling on the face XP @ for loc → looks good

FINAL IMPRESSION: ① Post-traumatic Facial Swelling ② (P) foot strain

DISPOSITION: ☒ Discharge (☐ Improved / ☐ Stable) ☐ Admit ☐ Transfer ☐ AMA ☐ LWT ☐ LDT ☐ DOA ☐ ED Death

Prescriptions: Follow-up: ☐ PMD

I performed / ☐ I was present for the H & P on the patient. I have discussed treatment / management options with the (☐ PA / ☐ NP / ☒ Resident / ☐ Student).

I agree with the documented findings and the plan of care. Comments:

PA / ARNP: [Signature] DATE/TIME: 1/15/11

MD'S SIGNATURE: [Signature] DATE/TIME: 1/15/11



MUSC Health



RADIOREQST
Emergency Department
RADIOLOGY REQUEST FORM

Page 1 of 1

Form Origination Date: 8/08
Version: 2

Version Date: 6/09



P845812023 DOB: [REDACTED] B M
SIMMONS
WILLIE
Adm: 01/15/11 M2647113

Patient Name
MRN

PATIENT IDENTIFICATION LABEL

PATIENT Room 17

CPC	CMH
Xray pager 17346	Xray 68416
ART CT pager 18191 fax 67191	

Main Hospital		
CT 3 rd floor fax 26298	Nuclear Medicine fax 28867	CT 1 st floor fax 25117
MRI fax 21502 phone 29656	Nuclear Medicine phone 24294	Ultrasound phone 23045
Xray pager 17518 or 17039	Ultrasound fax 29185	Stress test appointment fax 23202

REQUEST WILL NOT BE ACCEPTED IF NOT FILLED OUT COMPLETELY

Completed by MD:

Exam ordered: Right Foot Series Xray
(Note: A written order in the medical record is required.)

Portable ☐ Yes ☐ No

Clinical indications: (List signs & symptoms that reflect medical necessity and enter these signs and symptoms in patient's medical record.)
UNACCEPTABLE INDICATIONS: Line/Tube Placement, Pre-Op, Follow-Up, Status-Post, or Rule-Out

43 yd AAM with (R) foot pain after fall

History: 43 yd AAM with (R) foot pain after fall

Requesting Provider: Zakarias, Ashleigh, MD 15843 792-8693
Last Name, First Name, Credentials Pager ID Phone

Attending Physician: Shapshak, Dag
(if different from requestor) Last Name, First Name Pager ID Phone

Completed by RN:

Possible Pregnancy: ☐ Yes ☒ No

HCG

Patient denies

Isolation Precautions: ☐ Yes ☐ No

ED RN signature _____

If contrast ordered:

Creatinine _____

Call tech prior to transport if creatinine is ≥ 1.5

Contrast Allergy: ☐ Yes ☐ No

Date _____ Time _____

Radiology Office Use
ACCESSION NO:

6219998

PROTOCOL:

Technologist

Date/time complete

ah_ed_req_edradiologyrequest

OTE 700410 Rev. 6/09

192

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S/P FALL

Technologist: ROBERT BECK
Radiologist 1: ABID IRSHAD
Radiologist 2: DAVID ARRINGTON
Radiologist 3:

Transcribed by: Tech IntTalk
Date Dictated:
Proxy Signer:
Authenticating Radiologist: ABID IRSHAD
Date Authenticated: 01/16/2011 12:50

EXAMINATION: RIGHT FOOT 01/15/11 22:49:00

ACCESSION NUMBER: 6219998

INDICATION: Pain status post fall

COMPARISON: None

FINDINGS: Antero-posterior, lateral and oblique views of the right foot demonstrate the bones to be well mineralized. There is no evidence of acute bony, joint, or soft tissue abnormality. There is no evidence of fracture or dislocation. There is no evidence of radio-opaque or lucent foreign bodies. The joint spaces are well-maintained. A plantar calcaneal spur is noted. There is mild degenerative change of the dorsal midfoot. There are mild degenerative changes on the medial aspect of the first metatarsophalangeal joint. Two small well corticated bony fragments overlie the lateral aspect of the cuboid and likely represent secondary ossification centers.

IMPRESSION:

No evidence of acute bony abnormality.

Plantar calcaneal spur.

Mild degenerative change of the dorsal midfoot and first metatarsophalangeal joint.

VOICE DICTATED BY: Dr. David D. Arrington
I have reviewed the images and agree with the findings in this report.

Radiology Results

Name: SIMMONS, WILLIE

Page: 1

Date Printed: 03/16/11

ID: 2647113 SEX:M AGE:43

01/15/11 : 10:49pm

RAD - DIAG FOOT, COMP/MIN 3 VIEWS
OUT

Accession number: 6219998

EXAMINATION: RIGHT FOOT 01/15/11 22:49:00

ACCESSION NUMBER: 6219998

INDICATION: Pain status post fall

COMPARISON: None

FINDINGS: Antero-posterior, lateral and oblique views of the right foot demonstrate the bones to be well mineralized. There is no evidence of acute bony, joint, or soft tissue abnormality. There is no evidence of fracture or dislocation. There is no evidence of radio-opaque or lucent foreign bodies. The joint spaces are well-maintained. A plantar calcaneal spur is noted. There is mild degenerative change of the dorsal midfoot. There are mild degenerative changes on the medial aspect of the first metatarsophalangeal joint. Two small well corticated bony fragments overlie the lateral aspect of the cuboid and likely represent secondary ossification centers.

IMPRESSION:

No evidence of acute bony abnormality.

Plantar calcaneal spur.

Mild degenerative change of the dorsal midfoot and first metatarsophalangeal joint.

VOICE DICTATED BY: Dr. David D. Arrington

I have reviewed the images and agree with the findings in this report.

AUTHENTICATING RADIOLOGIST: ABID IRSHAD

Practice Partner signature acknowledges receipt of results only.

S/P FALL



CONSENT

Consent for Medical Treatment
Page 1 of 2

Form Origination Date: 6/99
Version: 6

Version Date: 1/11



P:845821637 DOB: [REDACTED] B M
SIMMONS
WILLIE
Adm:01/20/11 M: 2647118

PATIENT IDENTIFICATION LABEL

Your Permission is Needed

I (as patient, parent, guardian, spouse, guarantor, or other responsible party) consent to and authorize medical treatment and diagnostic procedures which may be ordered by my doctors and performed by MUSC Medical Center ("The Hospital"). I consent to have blood drawn and to be tested for infectious diseases, including but not limited to syphilis, AIDS, hepatitis and testing for drugs if my doctor orders these tests.

Initial *WLS*

Your Agreement to Pay for Treatment

I assign and transfer to The Hospital and / or my doctors all rights, and interest in benefits I may have under any insurance policy I may have, including but not limited to hospitalization, medical, third party liability insurance coverage, workers compensation benefits, or benefits paid by Medicare or Medicaid. This assignment is intended to include any interest in benefits that I may have relating to this date of service as well as any prior dates of service. I direct that any insurance company or other party make payment of such benefits to The Hospital or my doctor. I authorize The Hospital and / or my doctor to collect benefits from any responsible third party through whatever means may be deemed necessary, and to endorse benefit checks made payable directly to me.

I understand that by signing below, I promise to pay all Hospital and doctor charges at the standard rates and terms of The Hospital or doctor including all charges not covered by my insurance or any other party. I promise to pay the patient's account at the rates stated in The Hospital's price list (known as the "Charge Master") and / or the doctor's fee schedule in effect on the date the charge is processed for the services provided. I understand that there will be a separate charge for the doctor and other professional services, but understand that The Hospital may bill for some professional fees.

I understand that The Hospital files insurance as a courtesy to me, and agree that I am responsible for payment of my bill, including any charges that are denied by my insurance or any other responsible party. I understand that care that is experimental as determined by my insurance company may not be covered and that I will be responsible for those charges. I agree that if this account is not paid, it may be turned over to a collection agency or attorney, and I must pay the amount due plus all costs of collection, including reasonable attorney's fees.

I understand that if I am unable to pay my bills, I may speak with a Financial Counselor to determine whether I qualify for assistance or for a discount. I may call (843) 792-2311 for information or questions about my hospital bill and (843) 792-6200 for information about my doctor bill.

Initial *WLS*

Release of Information to My Referring Doctor

My referring doctor is (please print full name): *A/A*

City: *A/A*

My Primary Care Physician is (please print full name): *" "*

City: *" "*

Medicare Patient Certification (Medicare patients only)

I hereby certify that I have provided information about all insurance coverage available to me, including liability or worker's compensation insurance and that the information provided is correct and complete. I hereby authorize The Hospital and / or my doctors to release to the Social Security Administration, its intermediaries, or carriers any information needed for this or a related Medicare claim. I hereby authorize the payment of benefits to The Hospital or my doctors.

Initial _____

all_all_consent_consentfortreat

OTE 700227 Rev. 1/11



"CONSENT"

Consent for Medical Treatment

Form Origination Date: 6/99
Version: 5

Page 2 of 2

Version Date: 1/11



P: 845821537 DOB: [REDACTED] M

SIMMONS

WILLIE

Adm: 01/20/11 M: 2647113

PATIENT IDENTIFICATION LABEL

Retention / Disposal and Use of Blood, Body Fluids, or Tissue

I understand and agree that any blood, body fluids or tissues normally removed from my body by MUSC in the course of any diagnostic procedures, surgery, or medical treatment that would otherwise be disposed of may be retained and used for research, including research on the genetic material (DNA) or other information contained in those tissues or specimens. I acknowledge that such research by MUSC may result in new inventions that may have commercial value and I understand that there are no plans to compensate me should this occur, regardless of the value of any such invention. I understand that any research using these leftover specimens or tissues will be done in a way that will not identify me. I also understand that if I do not want research to be done using my leftover blood, body fluids or tissue, I need to check the box shown below. If I have questions, I should call (843) 792-8300.

☐ I **DO NOT** agree to have my blood, body fluids or tissue used for future research studies.

Permission to Contact for Research Studies

I agree to be contacted about future research studies at MUSC for which I may be eligible. I understand that if I do not want to be contacted about future research studies, I need to check the box shown below.

☐ I **DO NOT** agree to be contacted about future research studies

Admission Photographs

I agree that my photograph may be taken for purposes of identifying me, or providing treatment to me. This photograph may become part of my medical record and may be disclosed if copies of my medical record are disclosed.

Initial _____

Responsibility for Personal Items

I understand that The Hospital is not responsible for valuable items which I bring with me. I understand it is my responsibility to send any valuable items (such as medications, money, jewelry, electronics, etc.) home for safe keeping. Any items left at the hospital in excess of 30 days will be disposed of.

Initial WS

I received a copy of the MUSC "Notice of Privacy Practices".

Initial WS

I certify that I have read or have had read to me this consent and agree to its terms. I also certify that I am the patient, or am duly authorized by the patient, or am duly appointed to sign this agreement. I accept and understand its terms.

Date and Time 1/26/11

Willie Simmons
Signature of Patient (Parent or Legal Guardian)
Print Full Name _____

Signature of Witness _____

Signature of Guarantor / Relationship to Patient
Print Full Name _____

Advance Directives information given: ☒ Yes ☐ No (If No, please explain _____)

all_all_consent_consentfortreat

Original to Medical Records

Copy to Patient

OTE 700227 Rev. 1/11



"CONSENT"

Lewis Blackman
Hospital Patient Safety Act Acknowledgement

Form Origination Date: 10/06
Version: 1

Page 1 of 1
Version Date: 10/06



P: 845821537 DOB: [REDACTED] B M
SIMMONS
WILLIE
Adm: 01/20/11 M: 2647113

PATIENT IDENTIFICATION LABEL

MUSC is a Teaching Hospital

I understand that MUSC is an academic medical center providing healthcare, teaching and research. I also understand that I may be cared for by physicians and other healthcare providers in training. My care will be supervised by an attending physician and staff. The information related to the health care I receive may be used for training or for scientific study purposes. I understand that if information contained in my health care record is used for such purposes, precautions will be taken to carefully preserve my anonymity. I also understand that pictures or other recordings may be made for purposes of my treatment or for educational purposes.

In addition, I understand that if I have questions about my medical care I can speak to my attending physician, nurse, resident, or medical student. In addition, I can contact my attending physician or the House Services Coordinator through the operator at 792-8080 (2-8080 from the bedside phone).

I acknowledge that I have received a copy of the brochure entitled "Medical University of South Carolina, An Academic Medical Center of Excellence" explaining the role of residents and students in my care.

10/20/11
Date and Time

Willie Simmons
Signature of Patient (Parent or Legal Guardian)

[Signature]
Signature of Witness

Signature of Guarantor (if different from the patient)

OTE 700226 10/06

blackmanacknowledge

Medical University of S.C.
25 Courtenay St. Charleston SC 29425

Name: _____ Age: _____ Sex: M F
MRN: _____ Acct #: _____
Temp: _____ Pulse: _____ BP: _____ RR: _____ Pulse Ox: _____ Wt: _____
Provider: _____ Prov #: _____ Time Seen: _____
Chief Complaint: _____

Printed Time: 1/20/2011 11:53:00 AM
P845821537 DOB: _____ B M
SIMMONS
WILLIE
Adm: 01/20/11 M2647113
Transfer: _____

HPI:

MODE OF ARRIVAL: ☐ POV ☐ Ambulance ☐ Immobilized PREHOSPITAL ORDERS: _____
SOURCE: ☐ Patient ☐ Family Member ☐ Friend ☐ Nurse's Notes Reviewed
TIMING: ☐ Began ☐ Occurred ☐ PTA _____ hrs ago _____ days ago ☐ this morning ☐ this afternoon ☐ this evening ☐ during the night
☐ last night ☐ yesterday ☐ Gradual / ☐ Sudden Onset
LOCATION OF PAIN: ☐ L ☐ R ☐ B Radiating to: _____
CONTEXT: ☐ None
QUALITY: ☐ Sharp ☐ Dull ☐ Throbbing ☐ Burning ☐ Squeezing
SEVERITY: ☐ Mild ☐ Moderate ☐ Severe ☐ Pain Free 1 2 3 4 5 6 7 8 9 10 ☐ Unable to quantify
DURATION OF SYMPTOMS: _____ Mins _____ Hrs _____ Days _____ Wks ☐ Intermittent / ☐ Continuous in Nature ☐ Currently Present / ☐ Absent
MODIFYING FACTORS: A = Aggravated by R = Relieved by N = No change with (A R N) Nothing (A R N) Movement
(A R N) Ice Pack (A R N) Pain Medicine (A R N) Medication(s) as relief
ASSOCIATED SIGNS & SYMPTOMS: (+) = Report (-) = Denies ☒ None (+ -) Nausea (+ -) Vomiting (+ -) Chills
(+ -) Fever (+ -) CP (+ -) SOB
No Pain 30 feet here for sure

☐ Unable to obtain additional information from patient. Reason: _____ PCP#: _____

ROS:

☒ All Other Systems Reviewed And Negative (unless written or circled)

CONST: Wt Loss Night Sweats	GI: _____	PSYCH: _____
EYES: _____	GU: _____	ENDO: _____
ENT: _____	MS: _____	HEMA/LYMPH: _____
CV: _____	SKIN: _____	ALL/IMMUN: _____
RESP: _____	NEURO: _____	OTHER: _____

PAST MEDICAL/FAMILY/SOCIAL HISTORY:

PMH ALLERGIES: ☐ NKDA ☐ PCN ☐ Sulfa ☐ Codeine ☐ Iodine / IVP Dye

MEDICATIONS: ☒ See Nurse's Note

PAST/CURRENT ILLNESSES: ☐ None

SURGERIES/PROCEDURES: ☐ None ☐ Appy ☐ Cholecyst

IMMUNIZATIONS: ☐ UTD ☐ Tetanus >5yrs ☐ Tetanus >10yrs

PH ☒ Negative

SH OCCUPATION: _____

LIVING SITUATION: _____

HABITS: Alcohol Y N H/O Tobacco Y N H/O Drugs Y N H/O C

☐ Counseling Given

PHYSICAL EXAM:

CONSTITUTIONAL VITAL SIGNS: ☒ Normal ☐ Abnormal APPEARANCE: ☒ Well ☐ Ill ☐ Poor Hygiene / Grooming
PSYCHIATRIC: ☒ Appropriate ☐ Inappropriate ☐ Combative ☐ Anxious ☐ Sad
SKIN: ☒ Normal
EYES: ☒ Normal
H/F/ENT: ☒ Normal
THORAX/RESP: ☒ Normal
CV: ☒ Normal
ABDOMEN/GI: ☒ Normal
GU: ☐ Normal
MS (includes neck and back): ☒ Normal
HEMA/LYMPH: ☒ Normal
NEURO: ☒ Normal

MEDICAL DECISION MAKING: ☐ Discussed With Family ☒ Old Chart Requested FINDINGS: _____

DDX: _____

LAB PERFORMED: _____

☐ Labs Essentially Normal Unless Noted Below

☐ CBC: WBC Hg Hct Plts

☐ CHEMISTRIES: Na K ☐ HCO₃ BUN Cr Glu

☐ URINALYSIS: pH SG Protein Glu WBCs RBCs Bacteria

NAVIGATOR PC

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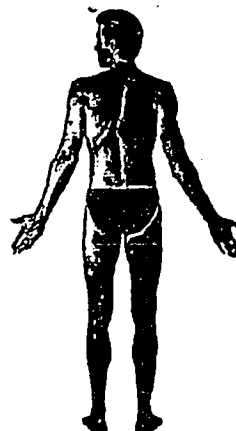
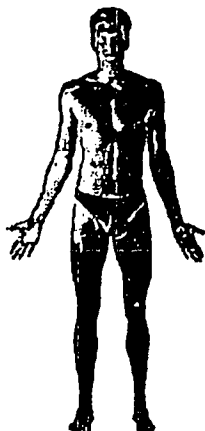
ED RECORD
ROUTINE EXAM - MALE



EVSIT

198

57



EKG INTERPRETATION: ☐ NSR ☐ No ST Abnormality
☐ Compared To EKG On ___ / ___ / ___; ☐ No Significant Change
RHYTHM STRIP: _____ PULSE OX INTERPRETATION: ☐ Normal ☐ Hypoxic
IMAGING: ☐ CXR: ☐ Normal ☐ Pneumonia ☐ CMG ☐ PEX ☐ Effusion ☐ Pulm. Edema
☐ ABD SERIES: ☐ Normal ☐ Constipation ☐ Free Air ☐ Air Fluid Levels ☐ Preliminary / ☐ Read By Radiologist
ADDITIONAL PROCEDURES (Done by Physician): ☐ NGT Insertion ☐ Foley Insertion ☐ ABG ☐ See Procedure Note ☐ See Addendum
☐ Splint Application ☐ Splint Inspection Other: _____
☐ IV Hydration / ☐ IV Infusion / ☐ Injection directly supervised by me.
RE-EVALUATION: Time: _____ ☐ Improved ☐ Worsened ☐ No Change

Wound Very well approx

Sutures removed

☐ CRITICAL CARE: I as ED Attending have spent _____ minutes in the direct care of this critically ill patient, excluding procedure time. ☐ Comfort measures only
CONSULTATION: Dr: _____ @ _____ Returned @ _____; Dr: _____ @ _____ Returned @ _____
To See _____ @ _____ ☐ ED ☐ Hospital ☐ Office Rec. _____

ADMITTING TEAM: _____

ATTENDING PHYSICIAN NOTE: _____

HISTORY: _____

EXAM: _____

MEDICAL DECISION MAKING: _____

FINAL IMPRESSION: _____

Dx: Suture Removal Wound ✓

DISPOSITION: ☐ Discharge (☐ Improved / ☐ Stable) ☐ Admit ☐ Transfer ☐ AMA ☐ LWT ☐ LDT ☐ DOA ☐ ED Death
Prescriptions: _____ Follow-up: ☐ PMD
(☐ I performed / ☐ I was present for) the H & P on the patient. I have discussed treatment / management options with the (☐ PA / ☐ NP / ☐ Resident / ☐ Student).

☐ I agree with the documented findings and the plan of care. Comments: _____

PA / ARNP: _____

DATE/TIME: _____

MD'S SIGNATURE: _____

DATE/TIME: _____



Name: _____ Age: _____ Sex: M F
MRN: _____ Acct #: _____
Temp: _____ Pulse: _____ BP: _____ RR: _____ Pulse Ox: _____ Wt: _____
Provider: _____ Prov #: _____ Time Seen: _____
Chief Complaint: _____


P845821537 DOB: _____ B M
SIMMONS
WILLIE
Adm: 01/20/11 M2647113

HISTORY:

SEEN INITIALLY: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 days ago

LOCATION: ☐ R ☐ L

ASSOC. SIGNS & SYMPTOMS: (+/-) Redness (+/-) Swelling (+/-) Fever (+/-) Drainage (+/-) Pain

PHYSICAL EXAM:

APPEARANCE: ☒ Well-healed ☐ Well-approximated ☐ Dehiscence (Length: _____)

(+/-) Erythema (+/-) Scabs (+/-) Packing Present (+/-) Exudate: (☐ Serous / ☐ Serosanguinous / ☐ Sanguinous / ☐ Purulent)

PALPATION: ☒ Normal (+/-) Warmth (+/-) Tenderness (+/-) Fluctuance

(+/-) Discharge: (☐ Serous / ☐ Serosanguinous / ☐ Sanguinous / ☐ Purulent)

MEDICAL DECISION MAKING:

The Sutures / Staples Were Removed: ☒ With ease ☐ With mild difficulty ☐ With difficulty

☐ Wound Remained Intact After Suture / Staple Removal (+/-) Dehiscence Length: _____

☐ Steri-Strips Applied

PACKING: ☐ N/A ☐ Normal ☐ Packing Removed with Ease ☐ Purulent Discharge

ADD'L. PACKING REQUIRED: ☐ N/A ☐ No ☐ Yes (☐ 1/4 in. ☐ 1/2 in. ☐ 1 in.)

Type: ☐ Plain Gauze ☐ Iodoform Gauze ☐ NS Wet to Dry

IMPRESSION (S):

Wound

DISPOSITION:

☐ Wound Care Instructions Given and Understanding Verbalized by ☐ patient ☐ family member ☐ friend

Advised to Recheck: ☐ PRN ☐ 24 hours with (☐ PMD / ☐ ED / ☐ UC) Other: _____

PRESCRIPTIONS: _____

PA / ARNP: _____

DATE/TIME: _____

MD'S SIGNATURE: _____

DATE/TIME: _____

☐ I certify that I was present at the bedside, immediately available, and supervised the entire procedure (required for Medicare patients).

☐ I certify that I was present for the entire procedure (required for all other patients).

ATTENDING'S SIGNATURE _____

DATE/TIME: _____

NAVIGATOR PC

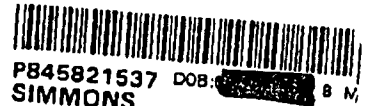
ED RECORD

SUTURE REMOVAL - WOUND RECHECK



Medical University of South Carolina

171 Ashley Avenue
Charleston, SC 29425
843-792-3826



PB45821537 DOB: [REDACTED] B M
SIMMONS
WILLIE
Adm: 01/20/11 M2647113

Patient: Simmons Date: 01-20-2011 Time: 11:30:28 Page 1

Instructions for: Simmons

Date: 01-20-2011 Your care provider was: Scott

Please follow up with your family doctor or primary physician within 24 hours for a reevaluation and another physical exam. If your symptoms worsen or you are concerned, you should return to the Emergency Department immediately. Please take all medications if prescribed and follow the treatment plan as directed and discussed today in the Emergency Department. Thank you for letting us take care of you today.

Here are some common phone numbers that you may find helpful:

MUSC Cardiology 843 792-1952
MUSC Dentistry 843 792-2101
MUSC Ear Nose and Throat 843 792 3531
MUSC Family Medicine 843 572-8277
MUSC Internal Medicine 843 876-0888
MUSC Neurology 843 792-3223
MUSC OB-GYN 843 876-1200
MUSC McClellan Banks Orthopedic Clinic 843 792-0600
MUSC Psychiatry 843-792-9888
MUSC Trauma/Surgery Clinic 843 792 8999
MUSC Urology 843 792-7888
MUSC Institute of Psychiatry Outpatient Clinic 843 792-9162



Suture removal:

We've removed stitches or staples from your wound. Please understand that the tissues are not completely healed. The skin continues to heal and remodel for several months.

Don't let the wound area be bumped, rubbed, or stretched. Sometimes it's necessary to continue a splint, padding, or other protection.

The healing skin is very sensitive to ultraviolet radiation. Sun exposure can result in permanently abnormal skin color. Avoid direct sunlight for at least six months. If exposure is unavoidable, apply a high-potency sunscreen every time you are in the sun. Absolutely do not go to a tanning parlor.

Unless the doctor tells you otherwise, you can use vitamin E oil, aloe vera, or other scar-reducing lotions daily over the next few weeks.

If the wound comes open, or if any signs of infection occur (swelling, redness, increasing tenderness, red streaks, tender lumps in the armpit or groin above the laceration, or fever), see the doctor immediately.



Please call us at the number above if you have any questions concerning your care. Our business office can answer questions about your bill or insurance on weekdays, 9 to 5.



Your medical information is stored electronically on our secure network. It will be readily available to your doctor if needed. To obtain printed copies of your records, visit our Information Services Department.

I have received a copy of these instructions and have had an opportunity to discuss them. My questions have been answered. (Entiendo estas instrucciones y he recibido copia de ellas.)



Willie Simmons
Patient (or representative)

[Signature]
Witness

Witness
I have read and understand these instructions.
I have received a copy of these instructions.
I have received a copy of these instructions.
I have received a copy of these instructions.
I have received a copy of these instructions.
I have received a copy of these instructions.
I have received a copy of these instructions.
I have received a copy of these instructions.
I have received a copy of these instructions.
I have received a copy of these instructions.

201

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MUSC Health



"PHYSORDER"

Adult ED Medication Reconciliation Form

Page 1 of 1

Form Origination Date: 3/08

Version: 1

Version Date: 3/08



P845821537 DOB: 7/23/88 B M

SIMMONS

WILLIE

Adm: 01/20/11 M2647113

Patient Name

MRN

PATIENT INFORMATION LABEL

Ht (in): _____ Wt (kg): _____ Source of history: ☐ Patient ☐ Relative ☐ Pharmacy ☐ Medical Record ☐ Other _____

PROHIBITED ABBREVIATIONS: qd, qod, U, IU, mcg, MS, MS04, MgS04, µg, drug names.

Do not write a whole number with a trailing zero. Do not write a decimal point without a leading zero.

☐ Patient is inpatient status - please see the completed Inpatient Medication Reconciliation Form

ALLERGIES / REACTIONS ☐ NKDA ☐ Allergy Band Applied	
Medication / Food / Product	Type of Reaction

HOME MEDICATIONS: ☐ No home medications ☐ Unknown home medications

	Medication Name	Dose	Route	Frequency	Indication	Last Dose	MD Order to Continue at Home	
							Yes	No
Current Prescription Medications (oral, topical, drops, etc.)	Oxycodone						☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
							☐	☐
Current OTC / Herbal Medications							☐	☐
							☐	☐
							☐	☐

Anticoagulation or antiplatelet medications

- ☐ Denies anticoagulation or antiplatelet medications
- ☐ Aspirin; NSAIDs (e.g., ibuprofen (Advil®, Motrin®), naproxen (Naprosyn®), celecoxib (Celebrex®))
- ☐ Clopidogrel (Plavix®); cilostazol (Pletal®); or ticlopidine (Ticlid®)
- ☐ Warfarin (Coumadin®)
- ☐ Low molecular weight heparin (e.g., enoxaparin (Lovenox®))
- ☐ Fondaparinux (Arixtra®)
- ☐ Herbal supplement that may increase the risk of bleeding (e.g., feverfew, garlic, ginger, ginkgo, ginseng)

Initiated by (please print): _____ Date: _____ Time: _____

Completed by (please print): _____ Date: _____ Time: _____

The physician/NP/PA is responsible for reviewing patient home medications, indicating medications to be continued at home (in upper table), and new medications (in lower table) and then signing the bottom of the form.

New medications to begin at home	Medication Name	Dose	Route	Frequency	Indication

Physician Signature: _____ Pager: _____ Date: _____ Time: _____

Original to Medical Record -

Copy to Patient

adultmedrec

OTE 700324 308

202

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PHYSORDER

Emergency Services Triage
Physician Orders

Page 1 of 1

Form Origination Date: 10/05
Version: 4

Version Date: 12/07



P845821537 DOB: [REDACTED] B M

SIMMONS

WILLIE

Adm: 01/20/11 M2647113

Patient Name
MRN

PATIENT IDENTIFICATION LABEL

ALLERGIES/DRUG SENSITIVITY: 1. _____ 2. _____ 3. _____ 4. _____

INITIAL ORDERS:

DATE: _____ TIME: _____

- ☐ Cardiac monitor
☐ Non-invasive blood pressure
☐ Pulse oximeter Result: _____
☐ Continuous pulse oximetry
☐ INT (intermittent access IV)
☐ IV fluids Type: _____ Rate: _____
☐ Oxygen Method: _____
☐ EKG
☐ Orthostatic VS Result: _____
☐ Foley catheter

RADIOLOGY

- ☐ Plain films: _____
☐ CT scans: _____

PROTOCOLS

- ☐ Asthma ☐ Acute coronary syndrome / Acute MI
☐ Heparin (cardiology) ☐ Heparin (PE / DVT)
☐ Community acquired pneumonia ☐ Sepsis
☐ Other _____

OTHER ORDERS: Suture Removal

RN Signature Dawn Tugger
(completed above orders)

LABS

- ☐ CBC with differential ☐ Reticulocyte count
☐ Basic metabolic panel ☐ Comprehensive metabolic profile
☐ Hepatic panel ☐ Lipase
☐ Cardiac panel & i-STAT® troponin: i-STAT® Result: _____
☐ PT / PTT / INR ☐ i-STAT® blood gas long panel
☐ ABG ☐ D-dimer
☐ Clean catch U/A ☐ Catheterized U/A
☐ Urine culture ☐ Gonorrhea / Chlamydia
☐ B-HCG qualitative (urine) ☐ B-HCG quantitative (blood)
☐ Blood culture ☐ Lactic acid
☐ Lactic acid i-STAT® i-STAT® Result: _____
☐ Finger-stick blood glucose Result: _____
☐ Hemocult® card Result: _____
Controls correct? (positive-blue, negative-no change) ☐ Yes ☐ No
Time: _____ Initials: _____

Other Labs: _____

MEDICATIONS:

10mg Oxycodone PO
8

Physician Signature [Signature] Pager ID _____

ADDITIONAL ORDERS (MUST be timed and initialed):

☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____
☐	_____	Time: _____	Physician Signature _____	Pager ID _____	RN _____	Time _____

edtriageorders

OTE 700188 Rev. 12/07

203

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TRIAGE

Adult Emergency Services Nursing Assessment

Page 1 of 2

Form Origination Date: 9/03

Version: 6

Version Date: 8/09



P845821537 DOB: [redacted] M

SIMMONS

WILLIE

Adm: 01/20/11 M2647113

Patient Name
MRN

Simmons, Willie

PATIENT IDENTIFICATION LABEL

DATE: 1/20/11 TIME: 1100 Acuity: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5

TRIAGE: Age ☐ M ☐ F Pain Scale 10 GCS

Temp 96.2 Pulse 74 BP 124/83 RR 18 O₂ Sat 98

Visual Acuity R 1 L 1 Both 1

Chief Complaint: suture removal

sutures to scalp placed Friday

Objective: pain meds almost gone pt dizzy + nauseous

Mode of Arrival ☒ POV ☐ EMS ☐ Helicopter

Trauma Alert ☐ Y ☐ N Time called: _____ Level: _____

Pre-hospital Interventions ☐ N/A ☐ Oxygen ☐ IV ☐ IVFs

☐ C-collar ☐ Splint ☐ Immobilization ☐ CPR ☐ Intubation

Other _____

Accompanied by: ☐ Self ☐ Spouse ☐ Family ☐ Friend

☐ Parent ☐ Police ☐ EMS ☐ Other _____

Name of officer: _____ Badge #: _____

AGENCY: _____

PMH Immunizations ☐ UTD ☐ Tetanus > 5 yrs Ht _____ In _____ Wt _____ kg

Medication Reconciliation Initiated: ☐ Y ☐ N If no, why: _____

Illnesses / Surgical Procedures _____

Drug Alcohol Abuse

DRUG ALLERGY: N/A

Wrist Band Applied: ☐ Y ☐ N

LMP _____ ☐ Hysterectomy ☐ Post-menopausal

G: _____ P: _____ Ab _____

SH Tobacco ☐ Y ☒ N H/O _____ PPD Alcohol: ☐ Y ☒ N H/O _____

Illicit Drugs ☐ Y ☒ N H/O _____ ☐ Suicidal ☐ Homicidal

If yes, complete ED Psych Assessment Tool

Language Spoken ☒ English ☐ Spanish Interpreter Needed ☐ Y ☒ N

Special Assessment TB Exposure: ☐ Y ☒ N Domestic Violence ☐ Y ☒ N

Fall Precautions ☐ Y ☒ N Use of cane, walker or other assist device ☐ Y ☒ N

Wrist Band Applied ☐ Y ☒ N

Sepsis / Pneumonia Screen ☐ HR > 90 bpm ☐ RR > 20/minute

☐ Temp > 100.4°F or < 96.8°F ☐ SBP < 90 mmHg ☐ Cough for > 14 days

☐ Productive cough ☐ Suspected / known infection

STEMI ☐ Y ☐ N Time _____ SWAT ☐ Y ☐ N Time _____

BAT ☐ Y ☐ N Time _____ Swallow Screen ☐ Pass ☐ Fail ☐ N/A

Patient having Chest Pain ☐ Y, do EKG STAT ☒ Denies

Triage Nurse Signature: Marva Woodruff

Room # assigned: 100
Time: _____

Report to Primary RN: Dawn
Time: _____

Primary Nursing Assessment

Psych ☐ NA ☒ WNL ☐ Appropriate for Age ☐ Anxious ☐ Sad ☐ Agitated ☐ Confused ☐ Disoriented ☐ Suicidal ☐ Homicidal

Skin ☐ NA ☒ WNL ☐ Palpation ☐ Warm ☐ Dry ☐ Cool ☐ Diaphoretic ☐ Pale ☐ Cyanotic

Eyes ☐ NA ☒ WNL ☐ Pupils R ☐ Dilated ☐ Pinpoint ☐ L ☐ Dilated ☐ Pinpoint

ENT ☐ NA ☒ WNL ☐ Mucous Membranes ☐ Moist ☐ Dry ☐ Hearing ☐ Normal ☐ Impaired ☐ Hearing Aid

CV ☐ NA ☒ WNL ☐ Heart ☐ Regular Rate ☐ Tachycardic ☐ Bradycardic ☐ Irregular Rhythm

Cap Refill ☐ Normal ☐ > 2 sec. Carotid Radial O/P/T

Pulses Right ☐ Present ☐ Absent ☐ Present ☐ Absent ☐ Present ☐ Absent

Left ☐ Present ☐ Absent ☐ Present ☐ Absent ☐ Present ☐ Absent

Resp ☐ NA ☒ WNL ☐ Inspection ☐ Normal Insp. Effort ☐ Tachypneic ☐ Bradypneic ☐ Agonal ☐ Nasal Flaring ☐ Visible Difficulty Breathing ☐ Stridor

☐ Accessory Muscle Use ☐ Coughing ☐ Non-productive or Producing ☐ Clear ☐ White ☐ Yellow ☐ Green ☐ Blood-tinged Sputum

Auscultation: ☐ Clear Bilateral Breath Sound ☐ Diminished ☐ R ☐ L Absent ☐ R ☐ L Crackles ☐ R ☐ L Wheezes ☐ R ☐ L

GI ☐ NA ☒ WNL ☐ Distended Last Meal: _____ Last BM: _____ Nausea ☐ Y ☐ N Vomiting ☐ Y ☐ N Diarrhea ☐ Y ☐ N

☐ Non-tender Tender RUQ RLQ LUQ LLQ Epigastric Periumbilical Suprapubic

GU ☐ NA ☒ WNL ☐ Bleeding ☐ Discharge ☐ Frequency ☐ Urgency ☐ Retention

MS ☐ NA ☒ WNL ☐ Swelling ☐ Deformity ☒ Pain ☐ Ecchymoses ☐ Limited ROM ☐ Laceration(s) ☐ Abrasion(s)

R ☐ Shoulder ☐ Upper Arm ☐ Elbow ☐ Forearm ☐ Wrist ☐ Hand ☒ Neck ☒ Back ☐ Hip / Pelvis ☐ Thigh ☐ Knee ☐ Lower Leg ☐ Ankle ☐ Foot

L ☐ Shoulder ☐ Upper Arm ☐ Elbow ☐ Forearm ☐ Wrist ☐ Hand ☒ Neck ☒ Back ☐ Hip / Pelvis ☐ Thigh ☐ Knee ☐ Lower Leg ☐ Ankle ☐ Foot

Neuro ☐ NA ☒ WNL Alert to ☐ Person ☐ Place ☐ Time Eye Contact: ☒ Y ☐ N Facial Droop: ☐ R ☐ L ☒ None

Speech ☐ Normal ☐ Dysarthric / Aphasic

Motor ☐ Normal ☐ Decreased Inability to move ☐ RUE ☐ LUE ☐ RLE ☐ LLE Sensory ☒ Normal ☐ Decreased

Gait ☐ Unable to Assess ☒ Steady ☐ Unsteady ☐ Requiring Physical Assistance ☐ Walker / Cane GCS: 15

Primary Nurse Signature: _____

Date / Time: 1/20/11



PHONE INQUIRIES
CALL: (843) 792-2311

MEDICAL UNIV JSP AUTHORITY
PO BOX 931854
ATLANTA, GA 31193

PAGE: 001

DATE: 03/23/11
TYPE: DEMAND

PATCOM #: 494867138 UNIT #: 002647113-801-001

PATIENT: SIMMONS, WILLIE

F/C: WX P/T: E

ADM DATE: 01/14/11

DIS DATE: 01/14/11

INS CODE
W070

COMPANY NAME
TRAVELERS INSURANCE

ESTIMATE

WILLIE SIMMONS

SERV CD	DESCRIPTION	CPT CODE	SERV DT	QTY	
37523362	COLLAR DJO 79-83380 C	L0172	01/14/11	1	160.00
0274 **	PROSTH/ORTH DEVICES	TOTAL		1	160.00
46710109	D/P CHEST FRONTAL	71010	01/14/11	1	233.00
0324 **	RADIOLOGY/DX X-RAY/CH	TOTAL		1	233.00
46704508	CT HEAD W/O CONT	70450	01/14/11	1	1578.00
46704912	CT ST NECK W/CONT	70491	01/14/11	1	2807.00
0351 **	CT SCAN/HEAD	TOTAL		2	4385.00
46712600	CT CHEST W/CONT	71260	01/14/11	1	2359.00
46741773	CT ABD/PELVIS W/CONTR	74177	01/14/11	1	4938.00
0352 **	CT SCAN/BODY	TOTAL		2	7297.00
36060176	ADMIN IV PUSH TX/DX 1	96374	01/14/11	1	112.00
36061679	IV PUSH TX/DX-EA ADD	96376	01/14/11	1	127.00
36090231	ER VISIT ADULT EXTEND	99284	01/14/11	1	996.00
0450 **	EMERGENCY ROOM	TOTAL		3	1235.00
43074509	INJ/FENTANYL 50MCG/ML	J3010	01/14/11	1	9.00
0636 **	DRUGS/DETAIL CODE	TOTAL		1	9.00

PAGE: 002

PHONE INQUIRIES MEDICAL UNIV HOSP AUTHORITY
CALL: (843) 792-2311 PO BOX 931854
ATLANTA, GA 31193

DATE: 03/23/11
TYPE: DEMAND

PATCOM #: 494867138 UNIT #: 002647113-801-001

PATIENT: SIMMONS, WILLIE

F/C: WX P/T: E

ADM DATE: 01/14/11
DIS DATE: 01/14/11

INS CODE
W070

COMPANY NAME
TRAVELERS INSURANCE

ESTIMATE

WILLIE SIMMONS

SERV CD	DESCRIPTION	CPT CODE	SERV DT	QTY	
36090306	ADULT TRAUMA RESP <30		01/14/11	1	2595.00
0681 **	TRAUMA RESPONSE LEVEL TOTAL			1	2595.0

PAGE: 003

PHONE INQUIRIES MEDICAL UNIV HOSP AUTHORITY
CALL: (843) 792-2311 PO BOX 931854
ATLANTA, GA 31193

DATE: 03/23/11
TYPE: DEMAND

PATCOM #: 494867138 UNIT #: 002647113-801-001

PATIENT: SIMMONS, WILLIE F/C: WX P/T: E ADM DATE: 01/14/11
DIS DATE: 01/14/11

INS CODE COMPANY NAME
W070 TRAVELERS INSURANCE

ESTIMATE

WILLIE SIMMONS

SUMMARY OF CHARGES

PROSTH/ORTH DEVICES	274	160.00
RADIOLOGY/DX X-RAY/CHEST	324	233.00
CT SCAN/HEAD	351	4385.00
CT SCAN/BODY	352	7297.00
EMERGENCY ROOM	450	1235.00
DRUGS/DETAIL CODE	636	9.00
TRAUMA RESPONSE LEVEL 1	681	2595.00
TOTAL CHARGES		15914.00
CURRENT BALANCE		15914.00

PHONE INQUIRIES MEDICAL UNIV SP AUTHORITY
CALL: (843) 792-2311 PO BOX 931854
ATLANTA, GA 31193

PAGE: 001

DATE: 02/01/11
TYPE: DEMAND

PATCOM #: 845812023 UNIT #: 002647113-801-002
PATIENT: SIMMONS, WILLIE

F/C: WX P/T: E ADM DATE: 01/15/11
DIS DATE: 01/15/11

INS CODE
W070

COMPANY NAME
WORKMENS COMP

ESTIMATE

WILLIE SIMMONS

SERV CD	DESCRIPTION	CPT CODE	SERV DT	QTY	
46736302	D/P FOOT, COMP, 3 VIEW	73630	01/15/11	1	294.00
0320 **	DX X-RAY	TOTAL		1	294.0
36090215	ER VISIT ADULT LIMITE	99282	01/15/11	1	194.00
0450 **	EMERGENCY ROOM	TOTAL		1	194.0
43021336	TAB/OXYCODONE HCL/5		01/15/11	1	7.00
0637 **	SELF ADMIN DRUG	TOTAL		1	7.0
H010	SELF PAY PYMT		01/31/11		495.00-
	PAYMENTS/ADJUSTMENTS	TOTAL			495.00-

PHONE INQUIRIES MEDICAL UNIV HOSP AUTHORITY
CALL: (843) 792-2311 PO BOX 931854
ATLANTA, GA 31193

PAGE: 002

DATE: 02/01/11
TYPE: DEMAND

PATCOM #: 845812023 UNIT #: 002647113-801-002

PATIENT: SIMMONS, WILLIE

F/C: WX P/T: E ADM DATE: 01/15/11
DIS DATE: 01/15/11

INS CODE
WO70

COMPANY NAME
WORKMENS COMP

ESTIMATE

WILLIE SIMMONS

SUMMARY OF CHARGES

DX X-RAY	320	294.00
EMERGENCY ROOM	450	194.00
SELF ADMIN DRUG	637	7.00
TOTAL CHARGES		495.00
PAYMENTS/ADJUSTMENTS		495.00-
CURRENT BALANCE		.00

PHONE INQUIRIES MEDICAL UNIV SP AUTHORITY
CALL: (843) 792-2311 PO BOX 931854
ATLANTA, GA 31193

PAGE: 001

DATE: 02/25/11
TYPE: DEMAND

PATCOM #: 845821537 UNIT #: 002647113-801-003

PATIENT: SIMMONS, WILLIE

F/C: WX P/T: E ADM DATE: 01/20/11
DIS DATE: 01/20/11

INS CODE COMPANY NAME
W070 SC STRONG

ESTIMATE

WILLIE SIMMONS

SERV CD	DESCRIPTION	CPT CODE	SERV DT	QTY	
36090215	ER VISIT ADULT LIMITE	99282	01/20/11	1	194.00
0450 **	EMERGENCY ROOM	TOTAL		1	194.0
43021336	TAB/OXYCODONE HCL/5		01/20/11	2	8.00
0637 **	SELF ADMIN DRUG	TOTAL		2	8.0

PAGE: 002

PHONE INQUIRIES
CALL: (843) 792-2311
MEDICAL UNIV HOSP AUTHORITY
PO BOX 931854
ATLANTA, GA 31193

DATE: 02/25/11
TYPE: DEMAND

PATCOM #: 845821537 UNIT #: 002647113-801-003

PATIENT: SIMMONS, WILLIE

F/C: WX P/T: E ADM DATE: 01/20/11
DIS DATE: 01/20/11

INS CODE
W070

COMPANY NAME
SC STRONG

ESTIMATE

WILLIE SIMMONS

SUMMARY OF CHARGES

EMERGENCY ROOM	450	194.00
SELF ADMIN DRUG	637	8.00
TOTAL CHARGES		202.00
CURRENT BALANCE		202.00

Medical Record Number **MC 3651**

Account Number **H00050077023**

Date **2/17/2011**

**Lexington Medical Center
Emergency Department**

Discharge Instructions

Discharge Date/Time 2/17/2011 5:36:42 PM

Diagnoses

neck pain

Neck Pain

You have been evaluated today by a healthcare provider practicing Emergency Medicine. In most cases follow-up care is recommended with your regular Doctor, HMO or Clinic.

Within 2 days ☒ **Doctor** ☒ **HMO** ☒ **Clinic**

Call for appointment as soon as possible. IDENTIFY yourself as an ER Patient. If you don't have a doctor or need a specialist follow up with:

Physician/Specialist **Carolina Neuro Specialist**

Address **139 Summer Place Str**
West Columbia SC

Phone (803) 356-1000

Additional Instructions:

If the symptoms worsen or new symptoms develop return to the Emergency Department (ED) immediately. Call your doctor for additional questions.

ED phone number: 803-791-2350

Follow with Neurosurgery in the next 1 week.

Return or call for worsening symptoms or any concerns.

Additional instructions were given on the following conditions:

- 1. Abdominal Pain
- 2. Allergic Reaction
- 3. Asthma
- 4. Back Pain
- 5. Chest Pain
- 6. Conjunctivitis
- 7. Corneal Abrasion/Eye Injury
- 8. Fever
- 9. Fracture/Sprain/Strain
- 10. Head Injury
- 11. High Blood Pressure
- 12. Kidney Stone

- 傷 Neck Strain
- 傷 Nose Bleed
- 傷 Middle Ear Infection
- 傷 PID/STD
- 傷 Sore Throat/Pharyngitis
- 傷 Threatened Abortion
- 傷 Toothache
- 傷 Upper Respiratory Infection
- 傷 UTI/Kidney Infection
- 傷 Vaginal Bleeding
- 傷 Vomiting/Diarrhea
- 傷 Wound Care/Sutures

Other:

Work/School Restriction:

👉 You may return to work/school today.

You may return to work/school

This information may be released to my school or employer

If you had x-rays or blood tests, please note that these don't always show what's wrong. Sometimes x-rays don't show broken bones. After review by a specialist you will be notified if there is an abnormality.

⚠ You may not drive or operate heavy machinery because the medicines you have may make you sleepy.

Physician (Print)
Donato, Andrew MD (AD)

Nurse Signature:

Patient Signature

Lexington Medical Center

Date Printed 2/17/2011

Emergency Department

Patient Name **SIMMONS, WILLIE**

Phone: 803-791-2350

DOB [REDACTED]

Prescriptions

Rx: Percocet 5/325 P-2 p.o. q4H prn Pain #30 Refills Zero

This Prescription is VOID if submitted to a Pharmacy 72 hours after the Date and Time listed above.

Physician (Print)

Donato, Andrew MD (AD

SUBSTITUTION PERMISSIBLE- IN ORDER FOR BRAND NAME TO BE DISPENSED, THE PRESCRIBER MUST HANDWRITE "BRAND MEDICALLY NECESSARY" ON PRESCRIPTION

213

72

Lexington Medical Center

Medication Reconciliation

Patient Name **SIMMONS, WILLIE**

Medical Record No. **M001468651**

Account Number **H00050077023**

Date of ED Visit **2/17/2011**

Allergies

NKDA

Home Medications

Medications Administered in the Emergency Department

Medication Prescription provided on Discharge

Percocet 5/325 1-2 p.o. q4h prn Pain #30

Physician Signature _____ Date _____

YOUR STATEMENT

Our records indicate that you were uninsured at the time of treatment and may be eligible for a 25% discount. To request this discount and verify your eligibility, please call Customer Service at the number indicated.

SUMMARY OF CHARGES

270 M/S SUPPLY GENERAL	68.40
450 EMERGENCY ROOM GENERAL	277.00
981 PROF FEES EMERGENCY ROOM	516.00
Billed charges to date:	861.40

INSURANCE INFORMATION

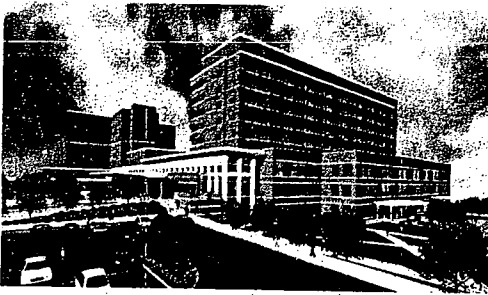
10237-P555

QUESTIONS

BILLING QUESTIONS OR AN ITEMIZED BILL REQUEST?
CALL YOUR CUSTOMER SERVICE REPRESENTATIVE AT
(803) 791-2300 OR (877) 835-0975, MONDAY-FRIDAY,
8:00 AM TO 8:00 PM. SEE BACK FOR MORE INFORMATION.

ACCOUNT SUMMARY

Statement Date:	02/23/11
Patient Name:	WILLIE L SIMMONS
Date of Service:	02/17/11
Account Number:	H00050077023
Total Charges:	861.40
Insurance Payments Received:	0.00
Adjustments to Insurance:	0.00
Patient Payments Received:	0.00



PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

☐ Check box if below address is incorrect and indicate change(s) on reverse side.
OR VISIT OUR WEBSITE @ WWW.LEXMED.COM



LEXINGTON
MEDICAL CENTER
LEXINGTON MEDICAL CENTER
2720 SUNSET BOULEVARD
WEST COLUMBIA, SC 29169

PAGE: 1 of 1

This is your balance: 861.40

ON-LINE BILL PAY @ WWW.LEXMED.COM OR IF PAYING BY MASTERCARD, VISA OR DISCOVER, PLEASE, FILL OUT BELOW.		
☒ MASTERCARD	☐ VISA	☐ DISCOVER
CARD NUMBER	SIGNATURE CODE	
SIGNATURE	EXP. DATE	
DUE DATE	STATEMENT DATE	ACCT. #
03/10/2011	02/23/11	H00050077023
AMOUNT DUE 861.40		SHOW AMOUNT PAID HERE \$

651741D



3881 0101

WILLIE L SIMMONS

LEXINGTON MEDICAL CENTER
PO BOX 100273
COLUMBIA, SC 29202-3273

10237-P555*T5N0BNFYM000274

0H000500770230000000861407273

215

74

**D. DUSTY RHOADES
ATTORNEY AT LAW**

828 St. Andrews Blvd.
Charleston, SC 29407

Phone: (843) 556-8000
Fax: (843) 556-4091

MEMO

Date: March 16, 2011
To: F. Reid Warder, Jr.
P O Box 20550
Charleston SC 29413
From: D. Dusty Rhoades
Re: Subpoena for documents
Willie Lee Simmons v. South Carolina Strong Inc.
WCC #1100764

Enclosed is a subpoena requesting documents in the above referenced case. If you have any questions please call me. Thank you.

DDR/nfs

cc. Willie Simmons

South Carolina Workers' Compensation Commission

P.O. Box 1715 • 1612 Marion Street
Columbia, South Carolina 29202-1715
(803) 737-5700

WCC File # 1100764

Carrier File #

Carrier Code #

Employer FEIN

Willie Lee Simmons

Claimant's Name

SSN

South Carolina Strong Inc.

Employer's Name

Address

City

State

Zip

Address

City

State

Zip

Home Phone

Work Phone

The Hartford Underwriters Ins. Co.

Insurance Carrier

D. Dusty Rhoades

Preparer's Name

828 St. Andrews Blvd., Charleston, SC 29407

Address

(843) 556-8000

Phone #

To: Attorney Reid Warder

☐ **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 documents or objects): Copy of all employees or subcontractors who were paid by SC Strong, Inc. during the entire time period that Claimant was working for or in the program of, and under supervision of SC Strong, Inc.; including pay rates of any persons paid providing services at the request of SC Strong Inc.;

PLACE: 828 St. Andrews Blvd Charleston, SC 29407

DATE AND TIME: 10 days from receipt

☐ **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 ISSUING OFFICER.

ISSUING OFFICER'S SIGNATURE AND TITLE

PHONE#

DATE

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

WILLIE LEE SIMMONS)

EMPLOYEE,)

vs.)

SOUTH CAROLINA STRONG)

EMPLOYER,)

and)

HARTFORD UNDERWRITERS)
ST PAUL TRAVELERS)

CARRIER.)

BEFORE THE
SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
WCC FILE # 1100764

PROOF OF SERVICE

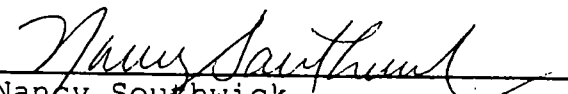
I hereby certify that on March 16, 2011 I mailed a
copy of the **Form 27** to:

F. Reid Warder, Jr.
P O Box 20550
Charleston SC 29413

☒ **VIA FIRST CLASS MAIL**

☐ **VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED**

by placing a copy of said documents in the United States Mail with
sufficient postage.


Nancy Southwick
Office of D. Dusty Rhoades
Attorney for Claimant
828 St. Andrews Blvd.
Charleston, SC 29407
(843) 556-8000

STATE OF SOUTH CAROLINA

COUNTY OF Lexington
STATE VS.Willie Lee Simmons

AKA:

Race: Sex: M Age: 41JOB: SS#: Address: DL#: SC SID#:

IN THE COURT OF GENERAL SESSIONS

INDICTMENT/CASE#: 2009GS3200769A/W#: 1810759Date of Offense: 10/26/2008S.C. Code § 16-11-0312CDR Code #: 0080

SENTENCE SHEET

In disposition of the said indictment comes now the Defendant who was ☐ CONVICTED OF or ☒ PLEADS
TO: Burglary / Burglary (Non - Violent) (After June 20, 1985) - Second degreein violation of § 16-11-0312 of the S.C. Code of Laws, bearing CDR Code # 0080☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS/CSC ☐ §17-25-45
w/minor 1st or Lewd Act)The charge is: ☐ As Indicted, ☐ Lesser Included Offense, ☒ Defendant Waives Presentment to Grand Jury AK (Defendant initial)
The plea is: ☒ Without Negotiations or Recommendation, ☐ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST:

Anna B. Moore 69810 Willie Lee Simmons Mark B. Blum 73740
Solicitor SC Bar# Defendant Attorney for Defendant SC Bar#WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections, ☐ County Detention Center,
for a determinate term of 15 days/months/years or ☐ under the Youthful Offender Act not to exceed years
and/or to pay a fine of \$; provided that upon the service of 3 days/months/years and/or payment
of \$; plus costs and assessments as applicable*; the balance is suspended with probation for 5
months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of
probation, which are incorporated by reference. ATTC☒ CONCURRENT or ☐ CONSECUTIVE to sentence on:
☒ The Defendant is to be given credit for time served pursuant to S.C. Code § 24-13-40 to be calculated and applied
by the State Department of Corrections.☐ The Defendant is to be placed on the Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.

SPECIAL CONDITIONS:

☒ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☒ Ordered FUPTotal: \$ 550 (plus 20% fee) \$ days/hours Public Service Employment

Payment Terms:

☒ set by SCDPPPSRecipient: SUSAN CARABETTA*Fine: \$

§ 14-1-206 (Assessments 107.5 %)

§ 14-1-211(A)(1) (Conv. Surcharge)

§ 14-1-211(A)(2) (DUI Surcharge)

§ 56-5-2995 (DUI Assessment)

§ 56-1-286 (DUI Breath Test)

§ 35.13 (Public Def/Prob)

§ 73.3, 1B TP (Law Enforce. Funding)

§ 33.7, 1B TP (Drug Court Surcharge)

§ 50-21-114(BUI Breath Test Fee)

§ 56-5-2942(J) (Vehicle Assessment)

3% to County (if paid in installments)

§ 90.11 TP (SCCJA Surcharge)

TOTAL

Beth A. Carabetta
Clerk of Court/ Deputy ClerkCourt Reporter: J. SheppardObtain GED
Attend Voc. Rehab. or Job Corp. ☒ OR SC STRONG
May serve W/E beginning Substance Abuse Counseling ☒ IN DISCRETION
Random Drug/Alcohol testing ☒ OR SCDPPPSFine may be pd. in equal, consecutive weekly/monthly
pmts. of \$ beginning \$ paid to Public Defender FundOther: NO CONTACT w/ ANY VICTIMS
OR THEIR FAMILIES; INTENSIVE
SUPV. FOR 1st 6 mo OF PROBATION.
PAY COURT COSTS @ RATE SET BY SCDPPPS
MUST COMPLETE THE S.C. STRONG☒ Appointed PD or appointed other counsel, §35.13 TP

Requires \$500 be paid to Clerk during probation.

ProgramPRESIDING JUDGE William P. HinesJudge Code: 2101510Sentence Date: March 19, 2009



South Carolina STRONG

Sustaining, Teaching, Rebuilding Our New Generation

2510 N. Hobson Avenue, North Charleston, South Carolina 29405 - 843.544.5179 - 843.544.5182 (FAX)

February 14, 2009

Mr. Willie Lee Simmons
Lexington County Detention Center
PO Box 2019
Lexington, SC 29071

Dear Willie,

South Carolina STRONG is now providing a much needed opportunity for South Carolinians willing to make a minimum two year commitment to change their lives. Through the proven Delancey Street process, residents come to understand the consequences of negative thoughts and behaviors by them being held accountable for their actions. Continued individual effort, peer support, and a family environment will allow these negatives to be replaced with a renewed sense of self worth, as well a realization of the importance of a positive attitude, hard work, being responsible and, most importantly, helping others while helping themselves.

After speaking with you during our February 4, 2009 interview, we have decided that you have expressed enough of a sincere desire to change your life that we are willing to work with you toward that end. The two-year commitment required for this is made by both you and our family and should not be taken half-heartedly. Should you be given the option of completing our program by the courts, parole board, or probation office you may enter **South Carolina STRONG** once your legal matters are resolved.

Sincerely,

John P. Glemser
Facility Director

interviewed 2/4/09

entry date 5/18/10

Wood & Warder, LLC

Attorneys at Law

P.O. Box 20550

Charleston, SC 29413

Invoice

Date	Invoice #
5/2/2011	702

Bill To

Dusty Rhoades, Esq.
828 St. Andrews Blvd.
Charleston, SC 29407

Description	Amount
Copies re: Willie Lee Simmons v. South Carolina Strong (WCC 1100764)	15.50
Postage	2.08
Please remit to above address.	
Total	\$17.58

221

80

South Carolina STRONG

2510 North Hobson Ave

North Charleston, SC 29405

Phone # 843-554-5179

Invoice

Date	Invoice #
7/6/2010	734

Bill To
CMMC, LLC 1670 Drydock Avenue N. Charleston, SC 29405

PAID

P.O. No.	Terms	Project
	Net 30	Landscaping

Quantity	Description	Rate	Amount
	Landscaping Service	525.00	525.00
	monthly maintenance		
	Material Sales	363.40	363.40T
	South Carolina Sales Tax	7.50%	27.26
		Total	\$915.66

222

81

South Carolina S. LONG

2510 North Hobson Ave

North Charleston, SC 29405

Phone # 843-554-5179

Invoice

Date	Invoice #
7/14/2010	754

Bill To
CMMC, LLC 1670 Drydock Avenue N. Charleston, SC 29405

PAID

P.O. No.	Terms	Project
	Net 30	Bldg # 44

Quantity	Description	Rate	Amount
	Material Sales		
	Bldg: 44 upstairs material	6,418.60	6,418.60T
	South Carolina Sales Tax	7.50%	481.40
		Total	\$6,900.00

223

82

South Carolina STRONG

2510 North Hobson Ave
North Charleston, SC 29405

Phone # 843-554-5179

Invoice

Date	Invoice #
8/16/2010	801

Bill To
CMMC, LLC 1670 Drydock Avenue N. Charleston, SC 29405

PAID

P.O. No.	Terms	Project
	Net 30	Bldg # 44

Quantity	Description	Rate	Amount
	Material Sales	800.00	800.00T
	Bldg: 3 44 Add Ons		
	South Carolina Sales Tax	7.50%	60.00
		Total	\$860.00

224

83

South Carolina STRONG
2510 North Hobson Ave
North Charleston, SC 29405
Phone # 843-554-5179

Invoice

Date	Invoice #
8/10/2010	792

Bill To
CMMC, LLC 1670 Drydock Avenue N. Charleston, SC 29405

PAID

P.O. No.	Terms	Project
	Net 30	Bldg # 44

Quantity	Description	Rate	Amount
	Construction service labor	4,500.00	4,500.00
	Material Sales	584.72	584.72T
	South Carolina Sales Tax	7.50%	43.85
Total			\$5,128.57

225

84

South Carolina S...ONG
2510 North Hobson Ave
North Charleston, SC 29405
Phone # 843-554-5179

Invoice

Date	Invoice #
9/8/2010	831

Bill To
CMMC, LLC 1670 Drydock Avenue N. Charleston, SC 29405

PAID

P.O. No.	Terms	Project
	Net 30	Landscaping

Quantity	Description	Rate	Amount
	Landscaping Service	525.00	525.00
	Monthly Services		
	Material Sales	208.22	208.22T
	South Carolina Sales Tax	7.50%	15.62
Total			\$748.84

226

85

South Carolina S...ONG
2510 North Hobson Ave
North Charleston, SC 29405
Phone # 843-554-5179

Invoice

Date	Invoice #
9/27/2010	863

Bill To
Chastain Construction, Inc. Po Box 20697 Charleston, Sc 29413

PAID

P.O. No.	Terms	Project
	Due on receipt	Meeting Street

Quantity	Description	Rate	Amount
	Landscaping Service Lot clean up Meeting Street	250.00	250.00
		Total	\$250.00

227

86

South Carolina S...ONG

2510 North Hobson Ave
North Charleston, SC 29405

Phone # 843-554-5179

Invoice

Date	Invoice #
10/5/2010	871

Bill To
CMMC, LLC 1670 Drydock Avenue N. Charleston, SC 29405

PAID

P.O. No.	Terms	Project
	Net 30	Bldg # 44

Quantity	Description	Rate	Amount
	Material Sales	300.71	300.71T
	Materials Windows Bldg: 44		
	South Carolina Sales Tax	7.50%	22.55
		Total	\$323.26

228

87

South Carolina S. RONG
2510 North Hobson Ave
North Charleston, SC 29405
Phone # 843-554-5179

Invoice

Date	Invoice #
10/14/2010	904

Bill To
Cleamson University Restoration Institute
1360 Truxtun Avenue Ste: 300-B
North Charleston, SC 29405

PAID

P.O. No.	Terms	Project
		Bldg 1824

Quantity	Description	Rate	Amount
	Cleaning services	1,000.00	1,000.00
	Clean out Bldg # 1824 and sort Materials for recyle		
	South Carolina Sales Tax	7.50%	0.00
		Total	\$1,000.00

229

88

South Carolina S. LONG
2510 North Hobson Ave
North Charleston, SC 29405
Phone # 843-554-5179

Invoice

Date	Invoice #
10/18/2010	913

Bill To
Chastain Construction, Inc. Po Box 20697 Charleston, Sc 29413

PAID

P.O. No.	Terms	Project
	Due on receipt	Meeting Street

Quantity	Description	Rate	Amount
	Construction service labor	1,257.00	1,257.00
	paint block walls & door trim and chain link fence		
	Material Sales	1,040.00	1,040.00T
	South Carolina Sales Tax	7.50%	78.00
		Total	\$2,375.00

230

89

South Carolina S...ONG
2510 North Hobson Ave
North Charleston, SC 29405
Phone # 843-554-5179

Invoice

Date	Invoice #
10/18/2010	913

Bill To
Chastain Construction, Inc. Po Box 20697 Charleston, Sc 29413

PAID

P.O. No.	Terms	Project
	Due on receipt	Meeting Street

Quantity	Description	Rate	Amount
	Construction service labor	1,257.00	1,257.00
	paint block walls & door trim and chain link fence		
	Material Sales	1,040.00	1,040.00T
	South Carolina Sales Tax	7.50%	78.00
		Total	\$2,375.00

231

90

South Carolina S...ONG

2510 North Hobson Ave

North Charleston, SC 29405

Phone # 843-554-5179

Invoice

Date	Invoice #
12/8/2010	986

Bill To
CMMC, LLC 1670 Drydock Avenue N. Charleston, SC 29405

PAID

P.O. No.	Terms	Project
	Net 30	Building 2,2A & 59

Quantity	Description	Rate	Amount
	Cleaning services	432.00	432.00
	clean up oil spill		
	South Carolina Sales Tax	7.50%	0.00
		Total	\$432.00

232

91

South Carolina STRONG
2510 North Hobson Ave
North Charleston, SC 29405
Phone # 843-554-5179

Invoice

Date	Invoice #
12/21/2010	1013

Bill To
CMMC, LLC 1670 Drydock Avenue N. Charleston, SC 29405

PAID

P.O. No.	Terms	Project
	Net 30	Building 2,2A & 59

Quantity	Description	Rate	Amount
	Cleaning services	300.00	300.00
	clean floors		
	South Carolina Sales Tax	7.50%	0.00
		Total	\$300.00

233

92

South Carolina STRONG
2510 North Hobson Ave
North Charleston, SC 29405
Phone # 843-554-5179

Invoice

Date	Invoice #
12/8/2010	999

Bill To
Elias & Shannon Deeb

PAID

P.O. No.	Terms	Project
	Due on receipt	Sumner

Quantity	Description	Rate	Amount
	Landscaping Service 1 cut Sumner	50.00	50.00
		Total	\$50.00

234

93

South Carolina ST...ONG

2510 North Hobson Ave
North Charleston, SC 29405

Phone # 843-554-5179

Invoice

Date	Invoice #
2/2/2011	1039

Bill To
John Tecklenburg 2655 Evatt Lane, Suite 107 Charleston, SC. 29405

PAID

P.O. No.	Terms	Project
		Open House

Quantity	Description	Rate	Amount
	Construction service labor	500.00	500.00
	Demo office space and reconfigure new office, electrical. trim, and ceiling		
	Material Sales	429.87	429.87T
	South Carolina Sales Tax	7.50%	32.24
		Total	\$962.11

235

94

27692991

Pay To The Order Of

SCDPPPS

Date

Dollars (Face Value Valid One Year From Issue, Three Years in CA - Money Order Subject to Return and Service Charge Thereafter)

TWO HUNDRED SEVENTY FIVE DOLLARS AND 94 CENTS

Purchaser, Signer For Drawer

Address

For

✓ Willie L. Summers
✓ 2510 North Mason Ave.
✓ Res. Instructions

Terms: Purchaser/Sender agrees to enter the name of a payee and sign the instrument immediately upon purchase. Failure to do so will result in the purchaser/sender bearing the risk of any loss or theft of the instrument.

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

NON NEGOTIABLE

CUSTOMER COPY

581218 (100/pkg Rev 02)



WACHOVIA
a WELLS FARGO COMPANY

AGENT FOR MONEYGRAM

236

95

27692990

Pay To The Order Of

Lexington Co. Clerk of Court

Date

Dollars (Face Value Valid One Year From Issue, Three Years in CA - Money Order Subject to Return and Service Charge Thereafter)

*SEVEN THOUSAND FIFTY TWO DOLLARS AND 80 CENTS

*****755.00

Purchaser, Signer For Drawer

Address

For

W. H. L. Lennons

2510 North Hobson Ave.

09053200749-3648.90/09053200770-4133.90

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

NON NEGOTIABLE

CUSTOMER COPY

581218 (100/pkg Rev 02)



WACHOVIA
a WELLS FARGO COMPANY

AGENT FOR MONEYGRAM

Terms: Purchaser/Sender agrees to enter the name of a payee and sign the instrument immediately upon purchase. Failure to do so will result in the purchaser/sender bearing the risk of any loss or theft of the instrument.

237

26

STATE OF SOUTH CAROLINA

FAMILY COURT

Billie Jo Frier...
 PETITIONER
 - VS. -

2008 DR 28 001 40

RULE TO SHOW
 CAUSE

Janet Hasty

803-425-1500

5416

Willie Lee Simmons
 RESPONDENT

IT APPEARS THAT YOU, Willie Lee Simmons, HAVE FAILED
 TO OBEY A COURT ORDER. IT IS NOW ORDERED:

THAT YOU DO APPEAR IN THE FAMILY COURT,
 ON May 18, 2010, AT 9:00 AM, TO SHOW CAUSE
 WHY YOU SHOULD NOT BE HELD IN CONTEMPT.

FX - 803-425-1527

Joyce McDonald
 CLERK/JUDGE, FAMILY COURT OF THE
 JUDICIAL CIRCUIT

IF THERE ARE ANY QUESTIONS ABOUT THE ABOVE ORDER, PLEASE CONTACT THE CLERK OF COURT'S OFFICE
 BEFORE DATE OF HEARING."

AFFIDAVIT

THE UNDERSIGNED OFFICER OF THE COURT STATES UNDER OATH THAT
 YOU ARE \$3,242.51 BEHIND IN COURT ORDERED CHILD SUPPORT,
 AS OF 5/13/2010 AND SUCH PAYMENTS AS DUE ON THE COURT DATE.

SWORN TO ME THIS THE
15 DAY OF May, 2010

Wanda O'Brien
 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES 2010, Nov 8

Joyce McDonald
 CLERK OF COURT

AFFIDAVIT OF PERSONAL SERVICE

THE UNDERSIGNED OFFICER STATES UNDER OATH THAT HE SERVED THIS DOCUMENT

TO: () RESPONDENT - PERSONALLY

() _____, A PERSON OF AGE AT
 RESPONDENT'S RESIDENCE.

ON THE 1 DAY OF _____, 20....

DEPUTY SHERIFF -

SWORN TO ME THIS THE
 _____ DAY OF _____, 20....

Willie Lee Simmons

2008 DR 28 001 40

5/13/10 Court Date: 5/18/10

Billie Jo Frier

NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES _____

238

97

SIMMONS, BILLIE JO

PETITIONER FILE FOR RECORD

-VS-

SIMMONS, WILLIE LEE
DIVORCE

08 OCT 29 AM 11:21

RULE TO SHOW
CAUSE

JAYCE McDONALD
CLERK OF COURT
KERSHAW COUNTY, S.C.

SC

RESPONDENT

SS# 000-00-0000

DOB

IT APPEARS THAT YOU, SIMMONS, WILLIE LEE, HAVE FAILED
TO OBEY A COURT ORDER. IT IS NOW ORDERED:

THAT YOU DO APPEAR IN THE FAMILY COURT, COURTHOUSE
ON TUESDAY, DECEMBER 09, 2008, AT 09:00 AM, TO SHOW CAUSE
WHY YOU SHOULD NOT BE HELD IN CONTEMPT.

Jayce McDonald

IF THERE ARE ANY QUESTIONS ABOUT THE AMOUNT
PLEASE CONTACT THE CLERK OF COURT'S OFFICE FIFTH JUDICIAL CIRCUIT
BEFORE DATE OF HEARING."
10/29/2008

MUST BRING PROOF OF EMPLOYMENT

AFFIDAVIT

THE UNDERSIGNED OFFICER OF THE COURT STATES UNDER OATH THAT YOU
ARE 580.65 BEHIND IN COURT ORDERED CHILD SUPPORT AS OF

29TH DAY OF OCT, 08

CLERK OF COURT, KERSHAW CO. CLERK OF CT

Cathy McCaskie
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 120515

AFFIDAVIT OF PERSONAL SERVICE / NON SERVICE

THE UNDERSIGNED OFFICER STATES UNDER OATH THAT HE SERVED THIS DOCUMENT

TO: (☒) RESPONDENT - PERSONALLY
() RESPONDENT - NON SERVICE

() A PERSON OF AGE AT THE RESPONDENT'S RESIDENCE

() OTHER

ON THE 5 DAY OF NOV, 2008

SWORN TO ME THIS THE
DAY OF , 20

James F. McManis
DEPUTY SHERIFF - KERSHAW CO. CLERK OF CT

RECEIVED

SIMMONS, WILLIE LEE
2008DR2800140

10/29/2008 CRT DATE 12/09/2008

GROUP CD:

PTNR: SIMMONS, BILLIE JO

NOTARY PUBLIC FOR SOUTH CAROLINA OCT 31 2008
MY COMMISSION EXPIRES

Lexington Co. Sheriffs Dept.

239

98

THIS IS A MONEY ORDER

REISSUE:
This Money Order is reissued for any reason.

RECOURSE:
This Order will not be paid if it has been forged, altered and recourse is only against the endorser. This means persons receiving this Money Order should only from those known to them and against whom an effective recourse.

PURCHASER'S AGREEMENT:
Purchaser, agree to immediately complete this order by filling in the front of the Money Order, your name, and addressing it at the bottom. This Money Order binds you, your heirs, or others who use this Money Order from you.

OF ITEM:
Sent for payment within one year (three years in the purchase date) this Money Order is subject to the negotiating bank for recalculation of value in case with "Service Charge" section below. Other bank apply.

NOTATIONS ON USE:
This Money Order cannot be used for personal or business obligations.

SERVICE CHARGE:
This Money Order is not used or cashed (presented for payment) within one year (three years in CA) of the purchase date. There will be a non-refundable service charge where permitted by law. The service charge will be deducted from the amount of payment shown on the Money Order. The service charge is fifty cents (twenty-five cents in CA) per \$100 of the date of purchase, but not more than \$42.00 (\$42.00 in CA).

FOR MORE INFORMATION:
For more information about the status of this Money Order, contact MoneyGram Payment Systems, Inc. at 1-800-323-6873. If you have a Money Order that has been lost, stolen or destroyed, visit any Wachovia Financial Center.

581218 (100/pkg Rev 02)
3036074

Pay To The Order Of

Dollars (Face Value valid One Year From Issue, Three Years in CA - Money Order Subject to Return and Service Charge Thereafter)

*TWO HUNDRED FORTY DOLLARS AND 48 CENTS

103428 / M 39035-A


WACHOVIA
A WELLS FARGO COMPANY

DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 976, MINNEAPOLIS, MN 55480

PERSONAL MONEY ORDER

27692992

Date
06/28/2010

\$*****240.48

Purchaser, Signer For Drawer

Address

For

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

Not Good For More Than \$1,000.00

27692992 # 100100709210170711994383 # 240

99



South Carolina STRONG

Sustaining, Teaching, Rebuilding Our New Generation

2510 N. Hobson Avenue, North Charleston, South Carolina 29405 - 843.544.5179 - 843.544.5182 (FAX)

February 14, 2009

Mr. Willie Lee Simmons
Lexington County Detention Center
PO Box 2019
Lexington, SC 29071

Dear Willie,

South Carolina STRONG is now providing a much needed opportunity for South Carolinians willing to make a minimum two year commitment to change their lives. Through the proven Delancey Street process, residents come to understand the consequences of negative thoughts and behaviors by them being held accountable for their actions. Continued individual effort, peer support, and a family environment will allow these negatives to be replaced with a renewed sense of self worth, as well a realization of the importance of a positive attitude, hard work, being responsible and, most importantly, helping others while helping themselves.

After speaking with you during our February 4, 2009 interview, we have decided that you have expressed enough of a sincere desire to change your life that we are willing to work with you toward that end. The two-year commitment required for this is made by both you and our family and should not be taken half-heartedly. Should you be given the option of completing our program by the courts, parole board, or probation office you may enter **South Carolina STRONG** once your legal matters are resolved.

Sincerely,

John P. Glemser
Facility Director

STATE OF SOUTH CAROLINA

COUNTY OF Lexington
STATE VS.Willie Lee Simmons

AKA: _____

Race: B Sex: M Age: 41DOB: [REDACTED] SS#: [REDACTED]Address: [REDACTED]DL#: [REDACTED] SID#: [REDACTED]

IN THE COURT OF GENERAL SESSIONS

INDICTMENT/CASE#: 2009GS3200770A/W#: J810802Date of Offense: 10/23/2008S.C. Code § 16-11-0312CDR Code #: 0080

SENTENCE SHEET

In disposition of the said indictment comes now the Defendant who was ☐ CONVICTED OF or ☒ PLEADSTO: Burglary / Burglary (Non - Violent) (After June 20, 1985) - Second degreeIn violation of § 16-11-0312 of the S.C. Code of Laws, bearing CDR Code # 0080☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS(CSC ☐ §17-25-45
w/minor 1st or Lewd Act)The charge is: ☐ As Indicted, ☐ Lesser Included Offense, ☒ Defendant Waives Presentment to Grand Jury. RLS (Defendant initial)The plea is: ☒ Without Negotiations or Recommendation, ☐ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST:

Debra B. Moore 69810
Solicitor SC Bar#Willie Lee Simmons
DefendantMichael E. [REDACTED] 73740
Attorney for Defendant SC Bar#WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections, ☐ County Detention Center,
for a determinate term of 15 days/months/years or ☐ under the Youthful Offender Act not to exceed _____ years
and/or to pay a fine of \$ _____; provided that upon the service of 3 days/months/years and/or payment
of \$ _____; plus costs and assessments as applicable*; the balance is suspended with probation for 5
months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of
probation, which are incorporated by reference. ATU☒ CONCURRENT or ☐ CONSECUTIVE to sentence on: _____☒ The Defendant is to be given credit for time served pursuant to S.C. Code § 24-13-40 to be calculated and applied
by the State Department of Corrections.☐ The Defendant is to be placed on the Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.SPECIAL CONDITIONS: → SAME AS 2009-GS-32-0769☒ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☒ Ordered PTUPTotal: \$ 829.71 plus 20% fee: \$ _____

Payment Terms: _____

☒ set by SCDPPPS _____Recipient: KARLYN STONE (\$200) Stone from (\$29.71)

*Fine: \$ _____

§ 14-1-206 (Assessments 107.5 %) \$ _____

§ 14-1-211(A)(1) (Conv. Surcharge) \$100 \$ 100.00

§ 14-1-211(A)(2) (DUI Surcharge) \$100 \$ _____

§ 56-5-2995 (DUI Assessment) \$12 \$ _____

§ 56-1-286 (DUI Breath Test) \$25 \$ _____

§ 35.13 (Public Def/Prob) \$500 \$ _____

§ 73.3, 1B TP (Law Enforce. Funding) \$25 \$ 85.00

33.7, 1B TP (Drug Court Surcharge) \$100 \$ _____

§ 10-21-114(BUI Breath Test Fee) \$50 \$ _____

§ 5-2942(J) (Vehicle Assessment) \$40/ea \$ _____

County (if paid in installments) \$ _____

TP (SCCJA Surcharge) \$5 \$ 5.00\$ 959.71Beth A. Caruogame
Clerk of Court/ Deputy ClerkJ. SkypaPRESIDING JUDGE William P. [REDACTED]Judge Code: 2101510Sentence Date: MARCH 19, 2009

242

101

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

IN THE FAMILY COURT
FOR THE FIFTH JUDICIAL CIRCUIT
CASE NO. 08-DR-28-140

Simmons, Belle Jo

Plaintiff,

Simmons, Willie Lee

Defendant.

CIVIL CONTEMPT ORDER
FOR NON-PAYMENT OF SUPPORT

Hearing Date: 5/17/10

Judge: Morris

Court Reporter: Bulter

Defendant's Current Address: _____

Defendant's Current Employer: _____

Plaintiff's Attorney: _____

Defendant's Attorney: _____

Guardian ad Litem: _____

THIS MATTER IS BEFORE THE COURT pursuant to a ☐ Bench Warrant/ ☐ Rule to Show Cause. Plaintiff was/was not present. Defendant was/was not present. Defendant is under an Order to pay support and has a balance of \$ _____. Defendant's failure to make support payments when due was/was not willful, and Defendant did/did not have the ability to make these payments when due. The Court's conclusions are based upon the following facts: Last Payment: \$-3-10 Wage Withholding: YES ☐ NO ☐
pre release

IT IS THEREFORE ORDERED that:

☐ Defendant IS NOT in civil contempt of this Court, and if being held pursuant to a Bench Warrant for non-payment of support in this case, the Defendant shall be immediately released from custody.

☐ Defendant IS in civil contempt of Court and shall be confined to the Kershaw County Detention Center. The Defendant may purge the contempt by:

☐ payment of expenses related to this proceeding of \$ _____ to the Kershaw County Clerk of Court

☐ before release / ☐ within _____ days.

☐ payment of \$ _____ to the Kershaw County Clerk of Court toward the arrears

☐ before release / ☐ within _____ days.

☐ paying support as previously ordered, and not missing any payments for _____ days/months.

☐ paying ongoing support as previously ordered, and bringing the account current within _____ days.

☐ Clerk of Court shall issue a Bench Warrant if Defendant fails to comply with the above terms.

☒ other: Dismiss BW release today this takes care

Confinement shall commence:

☐ immediately.

☐ upon Defendant's failure to purge as allowed above, Defendant shall report to the Kershaw County Detention Center, or a Bench Warrant shall be issued.

☐ at _____ o'clock A.M., on _____, when Defendant shall report to the Kershaw County Detention Center, unless he has earlier purged himself of contempt.

PROVIDED that the period of confinement shall not exceed _____

MoneyGram Money Orders

INTERNATIONAL MONEY ORDER

10/11/2010

20250821421

MONEY ORDER - UM

PAY EXACTLY **120.00**

ONE HUNDRED **

TWENTY DOLLARS *

00 CENTS *****

60528336773367

1515000287093421

29405

TO VALIDATE: Touch the stop sign, then watch it fade and reappear

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: **Michael Simmons**

IMPORTANT: SEE BACK BEFORE CASHING

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR: **WILLIE SIMMONS**

PURCHASER BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS / DIRECCION: **2510 N. HURSON AVE N. CHARLESTON**

ISSUER / DRAWER: **SC**

MONEYGRAM PAYMENT SYSTEMS, INC.

Payable Through: **Wells Fargo Bank, N.A.**

Payable At: **Payroll, MN**

CALL 1-800-542-3590 TO VERIFY

MONEY ORDER NUMBER: **R202508214216**

MoneyGram Money Orders

RECEIPT

RECIBO

DATE/AMOUNT: 10/14/2010 \$120.00

EMPLOYEE: 618 (4/10) 500/5000 M 96622-R

DETACH HERE

KEEP A COPY OF THIS SLIP FOR YOUR RECORDS / MANTENGA UNA COPIA DE ESTE RECIBO PARA SUS ARCHIVOS

⑆091900533⑆ 2025 08214216 90

Sent to Michael Simmons

Walmart *

Save money. Live better.

Walmart
4920 CENTRE POINTE DR
NORTH CHARLESTON, SC
(843) 740-1112
MANAGER PATRICIA AKER

ST# 3367	OP# 00000582	TE# 62	TR# 01849
MONEY ORDER	060538896309		120.00 D
ORDER FEE	068113163351		0.60 N
SUBTOTAL			120.60
TOTAL			120.60
CASH TEND			121.00
CHANGE DUE			0.40

MONEY ORDER SERIAL NUMBERS
20250821421 - 120.00

ITEMS SOLD 2



Protect your family this flu season
Learn more @ walmart.com/flushots

Walmart *

Pharmacy

THANK YOU FOR SHOPPING WITH US
10/14/10 09:23:30

244

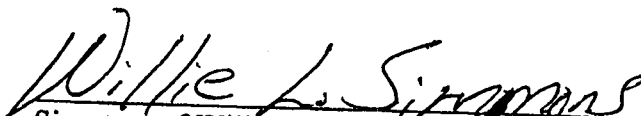
103

RESIDENT STATEMENT

I, Willie Simmons, state that:

- (1) Any remuneration which was, or in the future will be, due because of work which I have performed, or will perform, for South Carolina STRONG, I donate to South Carolina STRONG. This donation is done freely, and without duress.
- (2) Any work, which I have done, or will do, for South Carolina STRONG, is done as a volunteer without any expectation of remuneration.
- (3) Notwithstanding paragraphs (1) and (2) above, if any governmental body determines that I am not a volunteer or cannot donate to South Carolina STRONG any remuneration which might be due to me from South Carolina STRONG, then I state that I was more than adequately paid by room, board, and services that I received from South Carolina STRONG including counseling, vocational training, entertainment, clothing, medical and dental services, education, rehabilitation, transportation, recreational and legal services, which have, and will be, provided to me by South Carolina STRONG free of charge for the duration of my time as a resident of South Carolina STRONG.

Dated: 5/18/10


Signature of Willie Simmons


Social Security Number

Signature of Witness

WCAI230D

SCDC INMATE FINANCIAL SYSTEM
WORK CENTER ACCOUNTING
AUTHORIZED DEDUCTION DETAIL

04/30/10
C000350

SCDC # 333865
SIMMONS, WILLIE LEE
OFFENDER STATUS: 10 WORK-RELEASE

CURRENT LOCATION: 0223 CAMPBELL
RESPONSIBLE LOCATION: 0223 CAMPBELL

AUTHORIZATION REFERENCE NUMBER.....: 2008DR2800140

PAYEE NUMBER.....: C0002459 KERSHAW CO FAMILY COURT
PAYMENT FREQUENCY: 0
TYPE OF PAYMENT.....: W SUPPORT PAYM
SURCHARGE REQUIRED BY COUNTY?.....: N
PAYMENT AMOUNT.....: 0.00 PAYMENT PCT...: 35.00

TERMINATE AFTER MAXIMUM AMOUNT OF.....: 0.00
TOTAL PAID TO DATE AMOUNT.....: 3,974.14
CURRENT ADJUSTMENT AMOUNT.....: 0.00
REMAINING BALANCE.....: 0.00
LAST UPDATED BY: CLAYTOR DATE: 09/08/09
CREATED BY: CLAYTOR DATE: 09/08/09

SELECT AN OPTION

PFKEYS: PF2=CHECK REQ 4=MODIFY 6=LIST PAYMENTS 9=ADJUSTMENTS 24=SIGNOFF
4-C 1 Sess-1 167.7.50.32 SCDC1200 1/1

896 1459 Ms. Claytor

This is the amount I have paid
the court. To Date on my child support.

SOUTH CAROLINA
DEPARTMENT OF MOTOR VEHICLES
IDENTIFICATION CARD

SIMMONS, WILLIE LEE

DL#: [REDACTED]
Expires: [REDACTED]

NOT A DRIVER'S LICENSE

Hgt: 5-10 Wgt: 201
Sex: M DOB: [REDACTED]
Issued: 07-27-2010 12041 R 2

N. W. L. Simmons
Governor



STATE OF SOUTH CAROLINA

COUNTY OF Lexington
STATE VS.Willie Lee Simmons

AKA: _____

Race: _____ Sex: M Age: 41

DOB: _____ SS#: _____

Address: _____

DL#: _____ SID#: _____

IN THE COURT OF GENERAL SESSIONS

INDICTMENT/CASE#: 2009GS3200769A/W#: 1810759Date of Offense: 10/26/2008S.C. Code § 16-11-0312CDR Code #: 0080

SENTENCE SHEET

In disposition of the said indictment comes now the Defendant who was ☐ CONVICTED OF or ☒ PLEADSTO: Burglary / Burglary (Non - Violent) (After June 20, 1985) - Second degreein violation of § 16-11-0312 of the S.C. Code of Laws, bearing CDR Code # 0080☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS(CSC) ☐ §17-25-45
w/minor 1st or Lewd Act)The charge is: ☐ As Indicted, ☐ Lesser Included Offense, ☒ Defendant Waives Presentment to Grand Jury, 11 (Defendant initial)The plea is: ☒ Without Negotiations or Recommendation, ☐ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST:

Donna B. Moore 69810
Solicitor SC Bar#Willie Lee Simmons
DefendantMonte B. B... 73740
Attorney for Defendant SC Bar#WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections, ☐ County Detention Center,
for a determinate term of 15 days/months/years or ☐ under the ~~Youthful Offender Act~~ not to exceed _____ years
and/or to pay a fine of \$ _____; provided that upon the service of 3 days/months/years and/or payment
of \$ _____; plus costs and assessments as applicable*; the balance is suspended with probation for 5
months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of
probation, which are incorporated by reference.☒ CONCURRENT or ☐ CONSECUTIVE to sentence on _____
☒ The Defendant is to be given credit for time served pursuant to S.C. Code § 24-13-40 to be calculated and applied
by the State Department of Corrections.☐ The Defendant is to be placed on the Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.

SPECIAL CONDITIONS:

☒ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☒ Ordered FUPTotal: \$ 550 (plus 20% fee) \$ _____
Payment Terms: _____☒ set by SCDPPPSRecipient: SUSAN CARABETTA

*Fine: \$ _____

§ 14-1-206 (Assessments 107.5 %)		\$
§ 14-1-211(A)(1) (Conv. Surcharge)	\$100	\$ <u>100.00</u>
§ 14-1-211(A)(2) (DUI Surcharge)	\$100	\$
§ 56-5-2995 (DUI Assessment)	\$12	\$
§ 56-1-286 (DUI Breath Test)	\$25	\$ <u>25.00</u>
§ 35.13 (Public Def/Prob)	\$500	\$ <u>500</u>
§ 73.3, 1B TP (Law Enforce. Funding)	\$25	\$ <u>25.00</u>
§ 33.7, 1B TP (Drug Court Surcharge)	\$100	\$
§ 50-21-114(BUI Breath Test Fee)	\$50	\$
§ 56-5-2942(J) (Vehicle Assessment)	\$40/ea	\$
3% to County (if paid in installments)	\$	\$
§ 90.11 TP (SCCJA Surcharge)	\$5	\$ <u>5.00</u>

TOTAL

Beth A. Cam...
Clerk of Court/ Deputy ClerkCourt Reporter: J. Sheppard

_____ days/hours Public Service Employment

Obtain GED

Attend Voc. Rehab. or Job Corp. ☒ OR SC STRONG

May serve W/E beginning _____

Substance Abuse Counseling ☒ IN DISCUSSIONRandom Drug/Alcohol testing ☒ OR SCDPPPSFine may be pd. in equal, consecutive weekly/monthly
pmts. of \$ _____ beginning _____

\$ _____ paid to Public Defender Fund

Other: NO CONTACT w/ ANY VICTIMSOR THEIR FAMILIES; INTENSIVESUPV. FOR 1st 6 mo of PROBATION.PAY COURT COSTS @ RATE SET BY SCDPPPSMUST COMPLETE THE S.C. STRONG☒ Appointed PD or appointed other counsel §35.13 TP

Requires \$500 be paid to Clerk during probation.

PROGRAMPRESIDING JUDGE William P. ...Judge Code: 2101510Sentence Date: March 19, 2009

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**SOUTH CAROLINA DEPARTMENT
OF CORRECTIONS
COMMUNITY SERVICES**

5/10/2010 1:32 PM 202009 52076 Pay. Mkt. CommServ - 0101002 5 100000 1 000000
Finance Book # 0101002 - 0021

BANK ACCOUNT NAME
2079901
PAYEE NAME
WILLIE LEE SIMMONS
NET AMOUNT
>>>>>>\$396.22
CHECK DATE
05/25/2010
CHECK NUMBER
303688

ACCOUNT NAME	ACCT NO.	AUTH NO.	AMOUNT
WILLIE LEE SIMMONS	00333865		396.22

CR12

SOUTH CAROLINA DEPARTMENT OF PROBATION, PAROLE, AND PARDON SERVICES

CHARLESTON County Office

RECEIPT

7/1/2010 10:10:23 AM

Payment For: SID 00567827 Name SIMMONS, WILLIE L

Amount Paid: \$110.00

MONY
ORDER

Account Type: Dept. Admin. Ct. Ordered
Rest.

Receipt Number: 279134

Balance: \$0.00

Cashier: Cklw

Paid Through: 05/18/2010

Comments: Wachovia MO #27692991 (\$275.94) dtd: 6/28/10

NOTICE:

PLEASE RETAIN THIS RECEIPT OF PAYMENT. THIS DEPARTMENT WILL NOT PROVIDE DUPLICATE RECEIPTS. MAKE CERTAIN THE INFORMATION ON THIS RECEIPT IS CORRECT BEFORE YOU LEAVE THE OFFICE TODAY. THANK YOU.

250

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PROGRAM...: RAPMAS.11
RUN DATE...: 06-03-10
REPT DATE...: 06-03-10

PROBATION, PAROLE, AND PARDON SERVICES
RESIDENT FINANCIAL STATEMENT - SCDC ESCROW ACCOUNT
WILLIE SIMMONS
CHARLESTON

PAGE.: 6
TIME.: 9:03
ID- 567827

..DATE..	REF-NUM	NAME	TYPE	DESCRIPTION	AMOUNT	...BALANCE
06-01-10				BEGINNING BALANCE		918.00
06-01-10	942939	WILLIE SIMMONS	02	CLOSEOUT TO OFFENDER	918.00-	.00
				ENDING BALANCE		.00

OBLIGATION STATUS

NAME	DESC	LIABILITY	PAYMENTS	BALANCE	SCHEDULED	LAST PAY
WILLIE SIMMONS	CLOSEOUT TO OFFENDER	918.00	918.00	.00	.00	M 06-01-10
		918.00	918.00	.00		

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1 10

IT IS FURTHER ORDERED that:

☒ The Defendant pay the sum of \$ 015.00 (+5% court costs) per week to apply against arrearages, commencing _____, _____, in addition to any previously ordered payments. Failure to comply with this plan may result in balance becoming due in full.

☐ The Defendant is granted work release and Home Detention on the condition that the Defendant pay support as ordered AND upon proof of employment. The Defendant must follow the rules of the Kershaw County Detention Center. Failure to follow the Detention Center's rules for Work Release may result in the loss of work release privileges.

IT IS FURTHER ORDERED that:

- ☐ The Kershaw County Clerk of Court shall issue a Bench Warrant for Defendant's:
- ☐ Failure to pay support and/or
 - ☐ Failure to appear for the hearing and/or
 - ☐ Avoiding service of process.

IT IS FURTHER ORDERED that:

☐ The Jailor for the Kershaw County Detention Center shall release the Defendant for him/her to obtain any medical treatment for any medical problems. Upon completion of any medical treatment and release by any treating physician, the Defendant shall return to the Kershaw County Detention Center to complete the service of his/her sentence. During those periods of time that the Defendant is released for the purpose of seeking and/or obtaining medical treatment, Kershaw County shall not be responsible for him/her, and any medical expenses that the Defendant incurs during those periods of time when he/she is on medical release will be his/her sole responsibility. The Defendant is to notify the Kershaw County Detention Center monthly, as to the status of their condition.

IT IS FURTHER ORDERED that:

- ☐ Enforcement of the support arrearages shall be held in abeyance until further order of this Court for _____ months/days.
- ☐ The Kershaw County Clerk of Court shall implement wage-withholding immediately.
- ☐ Rule to Show Cause/Bench Warrant is continued for further hearing.
- ☐ Rule to Show Cause is continued due to non-service of the Support Order/Rule to Show Cause.
- ☐ This Order may/may not be reviewed by another judge.
- ☐ This matter is hereby continued until _____, 200__ at _____, n.

- ☐ All Family Court Bench Warrants in this case are rescinded/resolved by this Order.
- ☐ Give credit for time served. ☐ No good time or work credit.

IT IS FURTHER ORDERED THAT THE PARTIES SHALL ADVISE THE CLERK OF COURT OF THEIR CURRENT ADDRESSES AT ALL TIMES.

This 17 day of May, 2010
Camden, South Carolina


PRESIDING JUDGE - The Family Court of the
Fifth Judicial Circuit

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A copy of this Contempt Order was served upon the PLAINTIFF on _____, 20__ by _____ (initials)
A copy of this Contempt Order was served upon the DEFENDANT on _____, 20__ by _____ (initials)

CHARLESTON REGIONAL BUSINESS JOURNAL

Dec. 11 - 24, 2006

IN FOCUS: ARCHITECTURE/ENGINEERING/CONSTRUCTION

www.charlestonbusiness.com 33

Former Navy base officers' quarters getting spruced up



The historic base commander's residence on the former Charleston Naval Base is one of the base's three historic houses being restored by South Carolina STRONG.

BY DENNIS QUICK
Senior Staff Writer

After years of neglect, three large, historic homes on the former Charleston Naval Base are being restored to shipshape.

The work is being done by members of South Carolina STRONG, which stands for Sustaining, Teaching, Rebuilding Our New Generation, a nonprofit organization teaching former convicts trades and other skills to help them enter the work force.

All three houses are former officers quarters on North Hobson Avenue, part of the 340 acres of Navy base property owned by the Noisette Co., which is redeveloping the base. The homes are part of the Charleston Navy Yard Officers' Quarters Historic District. Noisette is trying to get the district listed on the National Historic Register, according to Jeff Baxter, Noisette's project manager.

Two of the houses, both built in 1942 and identical, are 2,700 square feet and the third, built in 1902, is 4,000 square feet, said John Glemser, facility director for South Carolina STRONG.

The two identical houses are a duplex designed by Charleston architecture Douglass Ellington and the two sides mirror each other, Baxter said.

Work began on one of the two houses in June and has already been completed by South Carolina STRONG and is being occupied by the workers. The restoration of the second house, which is underway, will be completed this coming spring, at which time restoration of the third house will begin. The third project will most likely take a year and a half to two years to complete. Workers from South Carolina STRONG will occupy all three houses, Glemser said.

The restoration work involve woodworking, painting, flooring, plastering, restoring fireplaces to functionality, rescreening windows, replacing moldy and mildew-rotted wood, installing new kitchen appliances and other tasks.

For the first of the 2,700-square-foot homes, the four bathrooms had to be rebuilt, the roof had to be fixed, plumbing had to be replaced and the stairway needed repairing, as did the trim along the walls. The second house requires much the same work, Glemser said.

The third house, built as the base commander's residence, features spacious verandas, five bedrooms and servants quarters. It is a Southern mansion blending neo-classical and colonial revival architectural styles, according to Baxter.

"Original plans describe a cistern cover, which shows the building was constructed prior to the Navy Yard having a central potable water system," he added.

The stately houses are being restored to their original look.

"We're preserving the integrity of the homes," Glemser said.

In addition to restoring the homes, South Carolina STRONG participants are planting bushes and other shrubbery native to the Lowcountry on the properties, Glemser said.

Your Lowcountry

The Post and Courier

News from North Charleston, Dorchester and Berkeley counties

STRONG comeback

Program for offenders an alternative to prison

BY ALMAR FLOTILDES
The Post and Courier

At 44, Lewis Thompson's life flashed before his eyes. He was potentially facing 30 years in prison after being indicted for strong-arm robbery of a Mount Pleasant bank in 2008.

It was that possible punishment that finally fazed the Awendaw native despite years of already living in and out of prison for other criminal charges.

A Circuit judge, however, gave Thompson a 15-year suspended sentence with five years of probation on the stipulation that Thompson attend a two-year treatment and training program called SC STRONG.

STRONG stands for Sustaining, Teaching and Rebuilding Our New Generation, which is what the program aims to do, according to its literature.

For people like Thompson who are ordered to complete the program, SC STRONG is an alternative to prison. For others, mainly ex-offenders who also may be substance abusers, the program is a transition place for re-entry into society.

The program gives participants a chance to rebuild their lives by giving them the skills to accomplish that goal.

Thompson said he entered the program about 13 months ago barely literate and with only an elementary education.

At first, Thompson said he thought his sentence was just another dodged bullet and that he would serve his time and return to his old ways of caring only about himself and doing things his way.

Instead, Thompson eventually realized he wanted to change and told himself, "I don't want to go back into society the same way I came in here."

Thompson is on his way from receiving his GED, which he said he's determined to get.



"I'm encouraged even to go further," Thompson said. SC STRONG is modeled after the nationally recognized treatment program Delancey Street Foundation, which was founded in San Francisco in 1971.

The model program operates on the old Naval Base in North Charleston, and halfway through its third year, residents have renovated, on their own, two houses on the property, where the group lives and works.

John Glemser, SC STRONG facility director, said the program plans to renovate a third house, which will house more people. The program has 24 residents now, which is four away from capacity, and aims to more than double that numbers.

With its expansion, Glemser said, he also hopes to see SC STRONG become self-sustaining by 2012 through its residents-run catering and construction businesses. The program now is mostly privately funded.

Glemser, 58, has been with the program since the beginning and lives on the property with the residents. He was a 2006 graduate of the Delancey Street program in New York, which he attended for six years, so he knows first firsthand where the residents have been.

"It's a perfect opportunity for me to help guys like Lewis," Glemser said. "Like me, these guys got misguided. ... We're teaching them responsibility."

Each day, residents have specific jobs that they are responsible for, working up the ranks from house and yard work to running the catering truck,

which is one of the program's main enterprises. Through the program's training schools, residents are taught culinary skills and construction trades, such as carpentry and plumbing, to give them job options after they graduate from the program.

Also, residents without a high school diploma have a chance to participate in GED courses, as Thompson has been doing four nights a week.

Residents are taught how to better their interpersonal and communication skills as well, to help them become even more viable in the work force. Residents use constructive times each week to discuss current events and even tense issues that may come up.

Glemser said the program helps rebuild each resident's self-esteem and teaches them how to market themselves and turn themselves into a commodity.

"We give these guys the tools for life," he said. So far, six men have graduated from the program, and five of them are doing well, Glemser said.

Although residents are required to stay for two years, they can stay longer if they don't think they're ready to leave, Glemser said.

Thompson is only a little more than halfway through the program but already is considering staying as a volunteer.

He said he already knows the first thing he's going to do when he graduates from the program: He's going to thank the judge who gave him another chance.



Glemser and Thompson stand in front of the next house that the SC-STRONG program plans to renovate at the old Naval Base. It will help house more residents.

YOUR LOWCOUNTRY

Thursday, December 21, 2006

Special to readers in North Charleston and Berkeley County

Model rehabilitation program taking first steps

BY JASIIR WHIPPER

The Post and Courier

For years, John Glemser lived his life perilously close to death. From 1969 to 1991, the recovering drug addict never spent more than two years on the street before he was back behind bars for another drug or burglary charge.

At 55 and sober, Glemser says his life is very different today. He sits in a chair in an open field at Rivers Avenue and Gumwood Road selling Christmas trees to support the organization that he has helped establish, SC STRONG: South Carolina Sustaining, Teaching and Rebuilding Our New Generation. Glemser serves as program director.

Started in June, SC STRONG is modeled after the Delancey Street Foundation treatment and training program, of which Glemser is a May 2006 graduate. The Delancey Street Foundation program, which was founded in San Francisco in 1971, aims to restructure the lives of released offenders by giving them the skills they need to rebuild their lives. SC STRONG tries to do the same.

Aside from private donations, the Eisenhower Foundation and Delancey Street Foundation are SC STRONG's two main benefactors. Glemser's vision is that SC STRONG one day will be self-sustaining with small businesses generated from the work of the residents.

The SC STRONG program operates on the old Naval Base. Residents are helping to renovate three existing houses on the base where they live and work. Glemser hopes to have the most of the renovations in the former officers' quarters leased from the Noisette Co. completed by spring. SC STRONG is still in its infancy and has only two residents. (The Delancey Street Foundation asked that they not be interviewed for this story.)

The released offenders participate in seminars geared toward teaching better communication skills. There are formal debates where they discuss current events. Residents who do not have a high school diploma participate in GED courses, all taught from within the program. When tensions are high in the house, they come together for "encounter sessions," where they learn to talk about their problems in a constructive and safe setting.

"Everything is on hold right now while we do the tree lot," Glemser said.

"But once that's done, we're back to what we do."

Since he is a carpenter by trade, Glemser has committed to teaching carpentry.

"Day to day, we're teaching life skills and changing the way they think," he said. "Our concept is each one teach one. For the most part, we teach the classes."

Shortly after Glemser graduated from the Delancey Street program in New York, where he had risen to facilities manager, he received a call from Delancey Street founder and CEO Mimi Silbert, who offered him the program director position of the SC STRONG program. Glemser was honored by the offer.

"I get to do something I love, renovating buildings and teaching residents how to transform their lives," he said.

Carol Kizziah, director of the SC STRONG project, says Glemser is the right man to spearhead the program and not only because of his background in construction.

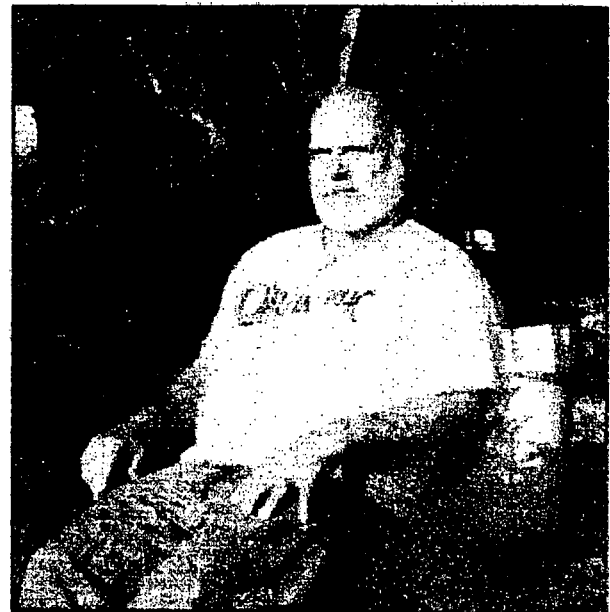
"He is the example of what we try to do in having people to come to Delancey Street and spend a significant amount of time, change their lives and turn around to help someone else," she said.

Most of Glemser's referrals come word of mouth. He is the only staff member and interviews and accepts prospective residents. The residents' attorney, a judge and solicitor also must give their approval. All residents must commit to two years with the program.

Because of permit issues for the lot, Glemser is disappointed that he wasn't able to set up Christmas trees earlier. But he is happy to sell what he can in the days that remain before Dec. 25. The words "buy a tree save a life" are painted in red and green letters on the sign in front of the lot welcoming passers-by to stop in.

From his perch at the tree lot, Glemser remains optimistic about his new position and the future of this young program.

"This is a great opportunity," he said. "To have graduated from Delancey Street, and now I can give others the chance to put their lives together."



John Glemser

The Post and Courier

THE SOUTH'S OLDEST DAILY NEWSPAPER

February 14, 2006 • Charleston • North Charleston, S.C.

TUESDAY

Founded 1803 ★ 50 cents

Groups focus on ex-cons' success

Initiatives aim to cut recidivism by giving offenders life tools

BY GLENN SMITH
The Post and Courier

Each year about 1,000 inmates are released onto Charleston-area streets, many hoping for a clean start and a chance to turn their lives around.

If patterns hold true, however, more than two-thirds of that group will go on to commit more crimes and end up under arrest once again, statistics show.

A coalition of nonprofit and faith-based groups is hoping to break this cycle of re-cidivism with various initiatives to help ex-convicts move beyond old behaviors to become productive members of society.

The idea is not to shower offenders with more handouts but to help them find the tools, support and connections they need to secure housing, jobs and spiritual stability, said Ashley Pennington, president of the nonprofit Noisette Foundation.

"When you address someone coming out of prison, it's not enough to say 'OK, you're sick. Here's a prescription' and move on," said Pennington, a former Charleston County public defender. "What's being missed is that person has to want and desire a new life and then be able to connect to healthy pathways to be successful."

To further that goal, groups are working to bring a nationally recognized substance abuse treatment and career training program to the former Charleston Naval Base to work with released offenders. Other efforts include mentoring and life-skills assistance for ex-convicts, and AmeriCorps VISTA (Volunteers in Service to America) project aimed at finding ways to steer people from crime and poverty, and a voluntary association called the Civic Justice Corps in which released offenders perform service projects to give back to the community.

"We're encouraging people to live more deeply and to grow into who they are supposed to be: the parents and leaders of our community," Pennington said.

A special briefing on the programs was held for law enforcement officials, magistrates, clergy and other community leaders Monday at the Federal Law Enforcement Training Center in North Charleston. The goal was to build support for a regional advisory committee on the issue and encourage greater community participation in dealing with the problem.

"We've got to stop thinking of this as 'we' and 'them,'" said Jack McGovern, president of HIS Way Ministry. "If we're going to solve this problem it's got to be 'us.'"

A key element of the plan is an effort to replicate the Delancey Street Foundation treatment and training program, which started in San Francisco in 1971 and reportedly has helped more than 15,000 people turn their lives around. The program provides a structured educational and living environment in which released offenders can learn skills needed to rebuild their lives. The Delancey Street Foundation and Milton Eisenhower Foundation picked North Charleston as one of five new sites across the nation, and property has been set aside on the old base for the program, which will provide the only free, long-term substance abuse rehabilitation program along the South Carolina coast, Pennington said.

The effort is being dubbed SC STRONG for South Carolina Sustaining, Teaching, and Rebuilding Our New Generation.

Freddie Baca, a Delancey Street resident who runs the organization's Los Angeles operation, said he had used heroin most of his life and was facing several robbery charges when he arrived at Delancey Street 12 years ago. He lost his father and two brothers to drug overdoses, and he had only a sixth grade education. The program, he was able to conquer his addiction, earn a high school equivalency diploma and go on to obtain a college degree, real estate license and contractor's license.

Lt. Mike Delane, a San Francisco firefighter, said the program helped him kick crack-cocaine and heroin habits when nothing else worked. "It saved my life," he said.

With roughly 23,000 inmates, South Carolina has the sixth highest incarceration rate in the nation and a system that operates like a revolving door. Charleston County sent roughly same number of people to prison last year as were released. And with tougher sentencing laws reducing opportunities for parole, nearly half of those released end up on the streets with no supervision, authorities said.

The average South Carolina inmate is 34 years old with an eighth grade reading level. Nearly half have a substance abuse problem, and most have children. Nearly 40 percent will return to prison within five years, and many others will be arrested for minor offenses, statistics show.

The Palmetto state is hardly unique. A 15-state study of 272,111 prisoners released into society in 1994 found that two-thirds committed at least one serious crime within three years of leaving custody. Those with the highest rearrest rates were inmates who had been incarcerated for stealing motor vehicles, committing property crimes and robbing others, according to the U.S. Bureau of Justice Statistics.

NEIGHBORHOOD & COMMUNITY

South Carolina STRONG

Providing housing, education, and job and life skills for ex convicts and drug abusers

JOHN GLEMSEN *director*

(843) 554-5179 • www.southcarolinastrong.org

CAUSE

Teach a man to fish—or build, or garden, or cook—and you will feed his life. That's the goal of South Carolina STRONG, a voluntary residential education program for rehabilitating criminal offenders, substance abusers, and homeless men. To gain economic self-sufficiency and the sense of responsibility needed to succeed in society, residents learn academic, vocational, and social skills. Relying on volunteers and donated materials, SC STRONG operates four training schools—construction, culinary arts/catering, furniture restoration, and landscaping—to teach specific job skills and provide income for the program.

IMPETUS

Each week, about 500 people are released from Charleston County Jail. Most are poor, illiterate, and unskilled. A third will end up back behind bars within three years, and those who don't will likely wind up without work and on welfare. "SC STRONG aims to reverse the cycle of poverty and crime and establish a new cycle of learning, caring, and economic, personal, and financial stability," says director John Glemser.

RESULTS

Since 2006, six men have fulfilled the two-year commitment, graduating with a GED and three marketable skills. Of the 40 others who completed 90 days or more, 82 percent have stayed out of jail. In two rehabbed properties, the program currently houses 25 residents, who are working to renovate a third building and raise capacity to 70.



Construction coordinator John Glemser in the native landscaping training garden.

South Carolina STRONG • 2510 N. Hobson Avenue
North Charleston, SC 29405 • p. 843-554-5179 • f. 843-554-5182
How to Apply •

click to get help



about admissions support hire contact



What To Expect

South Carolina STRONG is a non-profit self-help group for drug addicts, alcoholics, ex-convicts, and others whose lives have hit bottom. In this community, residents learn to care for others, to develop values and self-reliance, gain some dignity for themselves, learn occupational skills, get an education, and earn a sense of self-worth so they can ultimately graduate from SC STRONG and make a legitimate and successful life in society.

It is primarily a self-supporting, self-governing community maintained entirely by the men who come to SC STRONG for help, representing diverse racial, cultural and socio-economic groups. Many residents come into SC STRONG upon referral from an agency of the criminal justice system. Interviews are conducted on SC STRONG premises as well as in jails. It is important to tell the whole truth in your interview. Since we live as an extended family, we come to know all about each other. If someone lied in the interview, they are asked to leave, since admitting the truth about our lives and situations begins the process of change at SC STRONG. New residents are asked to make a two year commitment because we believe that is the minimal time required to really turn a life, with years of destructive patterns, completely around.

The first few months of SC STRONG are considered the "immigration" phase. Upon acceptance, men will have their hair trimmed to short length and become clean-shaven. Clothing is provided and the first focus is to turn around street and/or gang images and develop new self-concepts. These first few weeks are spent in maintenance jobs such as cleaning the facilities and serving meals. Residents are allowed to write parents/guardians after 30 days, and a call after 90 days; however, they are generally encouraged to spend their time and energy in "immigration" getting to know those around them, and becoming involved in their new environment. Following that, letters, phone calls and visits are earned along with responsibilities and rewards.

The faster new residents learn good work habits and basic positive interaction skills, the more quickly they will earn their way out of maintenance and out of immigration and into one of the vocational training departments where they will learn vocational skills. Training Schools, some of which generate income for SC STRONG, provide job training in many areas including the construction trades, landscaping, auto maintenance, bookkeeping, culinary arts including café and catering skills, sales, among numerous others. The focus is on learning to give, to get a good work ethic, and to help. Also, a strong emphasis is placed on academic education. Residents are tutored until they receive a high school equivalency.

There are three primary rules:

1. No physical violence;
2. No threats of violence;
3. No drugs or alcohol.

Anyone breaking these rules will be asked to leave. Other problems are punished by extra work such as washing dishes. We believe in teaching people to admit their mistakes, fix them, and move forward.

Everyone who comes in works his way up into some sort of position in which he is learning a new job from the person over them who has held that job before, and teaching the job he has now to the newer resident. In this way, everyone at SC STRONG is pulling together toward the same goals. No one is simply a receiver; everyone is a giver as well. You are

Admissions

not coming to a program based on counseling. We have a strong work ethic and base our change on learning new ways of living by doing.



[about](#) » [admissions](#) » [support](#) » [hire](#) » [contact](#)

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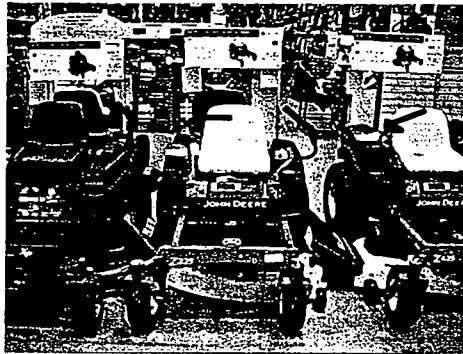
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To Support Us

If you or your business or organization is able to donate funds or products please call or email or send donations to :

South Carolina STRONG
 2510 N. Hobson Avenue
 North Charleston, South Carolina 29405
 p. 843-554-5179 • f. 843-554-5182
sc.strong@hotmail.com

Anything you can donate to help our work is greatly appreciated. We are a 501(c)3 and your donation is tax deductible. Approximately 96% of every dollar donated goes directly to resident services. Every dollar helps us serve more residents.

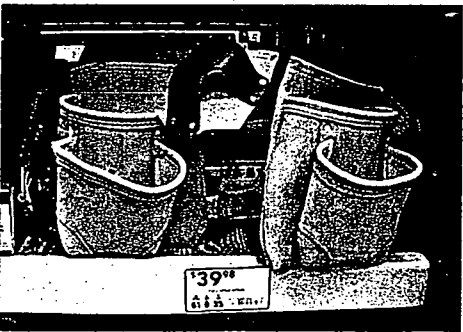
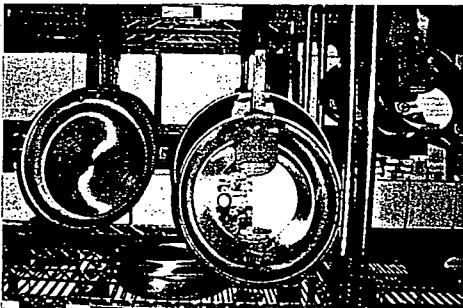
Funding and Support

SC STRONG has developed 4 successful ventures that have trained residents in marketable skills, created positive interactions between residents and customers in the community and helped support the organization financially. The ultimate objective of SC STRONG is to be completely self-sufficient (60% of our annual budget) through our income producing training schools.

We have been supported by public sources at the federal, state and local level as well as private individual donations and corporate and foundation donations. For many of the things we use daily we rely on the donations of businesses. Support has included both capital and programmatic support, and has helped to provide SC STRONG with facility renovation, equipment, and unique programming and training school development necessary to realize its mission. Approximately 96 % of every dollar donated goes directly to resident services. Every dollar helps us serve more residents.

Contributors

BlueCross/BlueShield of South Carolina
 Coastal Community Foundation
 City of North Charleston
 Charleston County
 Exchange Club of Charleston
 Lexington Drug Court
 Lowcountry Innovation Center
 Noisette Company
 Realtors Housing Opportunity Fund
 Rotary Club of Charleston
 Sisters of Charity Foundation of South Carolina
 The Unitarian Church in Charleston



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Light Construction

Carpentry, form to finish, plumbing, drywall, masonry, painting, glazier work, roofing, signage and a host of other trades

Landscaping Services

Irrigation, grading, plant and flower layout and design, lawn and garden maintenance

Furniture Restoration

Restore antiques, ranging from oilcloth covered library desks to hand-made Lowcountry drop leaf tables

Catering

Large (e.g., weddings) and small events and come by our catering truck for breakfast at The Navy Yard Monday-Friday from 5:30 am-10:30 am at corner of Noisette Blvd. and Turnbull

Please contact us directly at:

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2510 N. Hobson Avenue
North Charleston, South Carolina 29405
p. 843-554-5179 • f. 843-554-5182
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About Us

In 2002 South Carolina officials asked the Delancey Street Foundation to work with a group of people, Friends of Delancey Street-South Carolina, to explore the possibility of replicating the Delancey Street model in South Carolina. Delancey Street is considered one of the nation's leading self-help residential education centers for ex-convicts and former substance abusers.

The Friends group met with Delancey Street representatives over a period of four years and in May 2006, the replication program, South Carolina STRONG, opened its doors in North Charleston, South Carolina. SC STRONG is a South Carolina non-profit corporation with its own Board of Directors. Friends of Delancey Street-South Carolina included legislators, members of the judiciary, city, state and federal officials, representatives of the Department of Corrections, Solicitors, Public Defenders, law enforcement, educational institutions, health and drug and alcohol programs, foundations, faith community, employment services, the business community and other community-based organizations.

SC STRONG is a peer-driven model in which the philosophy of "each one, teach one" provides residents with the opportunity to maximize their ability to make a successful transition into society. Prior to graduation, residents earn at least a GED (in collaboration with Trident Literacy) and three marketable skills at no cost to them. SC STRONG training schools such as construction, catering, landscaping, and furniture restoration, generate income that help support our activities.

SC STRONG is located on the former Navy base in North Charleston. The Noisette Company graciously agreed to lease space for the program as an integral part of the development at the Navy Yard. Noisette staff have also provided training and employment in restoration work, maintenance, landscaping, and small-scale green construction for SC STRONG residents. SC STRONG residents have renovated two properties at the Navy Yard and are working on a third. The first SC STRONG training school, Light Construction, developed out of the renovation work that was completed and is now a viable social enterprise with an expanding client base and opportunities for further training of residents in the building trades.

Residents of SC STRONG commit to a minimum of two years. The first core group consists of 25-30 men and will grow to 70 residents once the third house is renovated. Residents are selected through various means. Some come as an alternative to incarceration through the cooperation of judges, prosecutors and defense attorneys. Some come directly after being released from prison as their chosen means for reentry. Some come as "walk-ins", referred by other social service agencies, homeless shelters, or family members. In every case, admission is voluntary (even those coming as an alternative sentence must ask to be admitted).

In addition to working and studying residents are encouraged to help others in the community. Our residents offer volunteer services to help organizations such as the Friends of the Library, Lowcountry Orphan Relief, Noisette Foundation, Michaux Water Conservancy, City of North Charleston, Trident Literacy, Crisis Ministries, Star Gospel Mission, Ameri-corps Vista, Parent's Anonymous, Lowcountry Local First, Union Heights Community Center, Seacoast Community Church Clinic, and the Lowcountry Foodbank. Residents regularly perform Riverfront Park and Noisette Creek clean-up.

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STRONG

SUSTAINING. TEACHING. REBUILDING OUR NEW GENERATION
 Our mission is to rehabilitate criminals and substance abusers and move

people into economic self-sufficiency. SC STRONG is a residential community that is self-governed where residents learn and teach academic and vocational skills, interpersonal and social survival skills, along with the attitudes, values, and the self-reliance necessary to live in the mainstream of society drug-and crime-free, successfully, and legitimately.



Donate

Donations of funds, vehicles, or supplies are greatly appreciated. We are a 501(c)3 and your donation is tax deductible. • [Learn More »](#)



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For Light Construction, Landscaping Services, Furniture Restoration, or Catering • [Learn More »](#)



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Claimant's Name: Willie Lee Simmons Employer's Name: South Carolina Strong
Address: [REDACTED] Address: [REDACTED]
City: [REDACTED] State: SC Zip: [REDACTED] City: [REDACTED] State: SC Zip: [REDACTED]
Home Phone: [REDACTED] Work Phone: [REDACTED] Carrier: Hartford Underwriters Insurance Company
Preparer's Name: F. Reid Warder, Jr., Esquire Preparer's Phone #: (843) 577-5732

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

☒ Injury ☐ Illness ☐ Repetitive Trauma

1. Compensation Rate: N/A \$0.00 2. AWW: N/A \$0.00 Date of Injury: 1/14/11
3. Type of injury and body part(s): Possible small chip fracture vs. osteophyte at C5 and minimal anterior osteophyte at the C6/7.
4. Facts in controversy: Whether Claimant is an "employee" and whether South Carolina Strong is an "employer"; whether Claimant's court ordered enrollment and completion of the SC Strong Program qualifies as "employment"; and method of calculating a volunteer's "average weekly wage".
5. Legal issues involved: Whether Claimant sustained a compensable and causally related injury by accident arising out of and in the course of his "employment" with SC Strong;
Whether Claimant is an "employee" and South Carolina Strong is an "employer" under §42-1-130; §42-1-140; §42-1-150 and applicable case law; calculation of Claimant's average weekly wage under §42-1-40 and applicable case law; and whether Form 51 was properly amended under Regulation 67-610 and applicable case law.
6. Unusual aspects: South Carolina Strong provided Claimant with medical treatment; however, he opted to leave the Program for which he received a probation violation citation; Defendants amended their Form 51 as a matter of course within 30 days of serving the first Form 51 and reserved the right to amend the same. Defendants filed their second amended Form 51 on 4/25/11; therefore, Defendants would request the Commissioner's permission in allowing the Defendants to rely on the 4/25/11 Form 51, as the form was amended prior to 10 days before the Hearing and leave shall be freely given when justice so requires and does not prejudice another party under R. 67-610 and applicable case law.
7. Witnesses (designate if expert):* John Hamilton, John Teckdenberg, and John Glemser.
8. Exhibits: See attached Notice of Submissions.
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance): See attached Notice of Submissions.
10. Name, address, and specialty, if any, of the treating physician: Dr. Steven Montgomery, MUSC, Charleston, SC; Dr. Denato, Lexington Medical Center, Lexington, SC.
11. Impairment rating(s); body part(s); physician and date of opinion: N/A
12. I am amending my Form 50/51 in the following manner: See above.

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

Signature: [Signature]

Email: reid@woodwarder.com

Date of hearing: 5/25/11

Time needed for hearing: 2 1/2 hours

On behalf of ☐ Claimant ☒ Employer

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.

APA SUBMISSIONS

WILLIE LEE SIMMONS V. SOUTH CAROLINA STRONG

W.C.C. FILE NO.: 1100764

6. SC Department of Probation, Parole & Pardon	02/22/11 - 03/19/09		Pages 127 – 133
7. Resident Statement	05/18/10 – 02/14/09		Pages 134 – 135
8. SC Strong Program Description	02/03/11		Pages 136 – 137
9. California Case No.: SFO 0351419	07/15/92		Pages 138 – 142

STATE OF SOUTH CAROLINA

AFFIDAVIT

County of CHARLESTON

Personally appeared before me, Nikeshia Jacobs, who first being duly sworn, deposes and says that WILLIE L. SIMMONS did within this county and State on the 25 day of January, 2011, violate certain conditions of release in the following particulars:

DESCRIPTION OF VIOLATION

By non-willfully violating all or parts of conditions 9 and 10 as ordered in cause numbers 09-GS-32-769 and 09-GS-32-770 by the Lexington County General Sessions court.

The Affiant states that there is probable cause to believe the defendant named committed the violations set forth and that such probable cause is based on the following facts:

By non-willfully failing to obey special condition as court ordered. Subject was court ordered to complete SC Strong Program by Judge Keesley in Lexington County General Sessions court on 03-19-09. Subject entered program on 05-10-10. Due to recent medical injury while in program, subject has elected to leave the SC Strong Program. By failing to follow the advice and instructions of the Agent, subject was given written and oral instructions to comply but failed to do so. Such actions constitute a violation of conditions 9 and 10 as agreed upon in subject's original probation agreement.

Sworn to and subscribed
before me this 25 day of
January, 2011

[Signature]
Signature of Notary Public

My Commission Expires:

5-28-2015

[Signature]
Affiant

PROBATION CITATION

Indictment Number:
09-GS-32-00769, 09-GS-32-00770

No. C-10-11-0052

SOUTH CAROLINA

V.

WILLIE L SIMMONS

COUNTY: CHARLESTON

SCDC #

SID #

00567827

TO: WILLIE L SIMMONS

YOU ARE HEREBY NOTIFIED to appear in the above named case at the time, date and place specified below.

Place

Room

Date and Time

YOU ARE HEREBY NOTIFIED that you are charged with violating the conditions of your supervision as stated below.

Violations Charged

By non-willfully violating all or parts of conditions 9 and 10 as ordered in cause numbers 09-GS-32-769 and 09-GS-32-770 by the Lexington County General Sessions court.

YOU ARE HEREBY NOTIFIED that you have the rights listed below.

List of Rights:

You have the right at the hearing to question any person who appears as a witness against you and to have witnesses appear on your behalf. You may present evidence on your behalf. You may have an attorney represent you. If you cannot afford an attorney, an attorney will be appointed for you. You must advise the agent or the court in writing of your desire for an attorney. It is your responsibility to make arrangements for your witnesses and your attorney to appear at the hearing.

IF YOU FAIL TO APPEAR AT THE TIME, DATE AND PLACE SHOWN ABOVE, THE HEARING WILL BE HELD IN YOUR ABSENCE AND YOU MAY BE INCARCERATED.

NORTH CHARLESTON, South Carolina

Date 1/25/2011

**Probation and Parole Agent
Nikeshia Jacobs**

**Agent #
0341**

A copy of the citation was served by the undersigned and given to the individual named therein at the time, date, and place indicated below.

Place

Date and Time

Serving Officer's Signature

Sworn to and subscribed before me this

25

day of

Jan

11

Signature of Notary Public

My Commission Expires

5-28-2018

Violation ReportOffender's Name: **WILLIE L SIMMONS**

Details of the Present Violations:

By non-willfully failing to obey special condition as court ordered. Subject was court ordered to complete the SC Strong Program by Judge Keesley in Lexington County General Sessions court on 03-19-09. Subject entered program on 05-10-10. Due to recent medical injury while in program, subject has elected to leave the SC Strong Program. By failing to follow the advice and instructions of the Agent, subject was given both oral and written instructions to comply but failed to do so. Such actions constitute a violation of conditions 9 and 10 as agreed upon in subject's original probation agreement.

Agent's Recommendation:

Judicial Review

Agent's Justification:

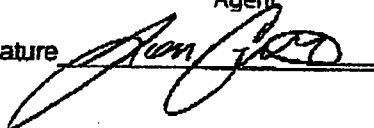
Mr. Simmons is well aware of the conditions of his probation and fully understands that he was court ordered to enroll and successfully complete the SC Strong Program. On 01-25-11, subject has elected to leave the SC Strong Program after sustaining a medical injury on a jobsite while in the program. Mr. Simmons has paid in full his court fines, and restitution. His supervision fees were exempted while he was in the program. The supervising Agent is recommending a judicial review

Nikesha Jacobs

Agent

Date: 2/8/2011

Supervisor's Signature



Date: 2/8/11

Isolation ReportOffender's Name: **WILLIE L SIMMONS**State of South Carolina, County of: **CHARLESTON**SID#: **00567827****Indictment Numbers:****09-GS-32-00769, 09-GS-32-00770**Supervision Program: **Probation**Supervision Level: **High Supervision**Sentencing Judge: **050 - Keesley, William**Sentencing Date: **3/19/2009**Location (Bold Response): **Community**Begin Date: **5/18/2010**End Date: **5/17/2015**Sentencing County: **LEXINGTON**Warrant#: **C-10-11-0052**Date of Birth: **[REDACTED]**

SCDC#:

Offense and Offense Code:**80 - Burglary (Non - Violent) (After June 20, 1985) - Second degree; 80 - Burglary (Non - Violent) (After June 20, 1985) - Second degree****Sentence:****15 YRS SSP UPON 3 YRS AND 5 YRS PROBATION, 15 YRS SSP UPON 3 YRS AND 5 YRS PROBATION****Special Conditions:**

DACOR - DACOR / Department Administered Court Ordered Restitution in the amount of \$550 SUSAN CARABETTA; Fine - Fine / Fine/Costs and Assessments payable as directed by the Court.\$630 PAY AT RATE SET BY SCDPPPS; Other1 - ATTN VOC REHAB OR JOB CORP OR SC STRONG; RADT - RADT / Random Alcohol/Drug Testing; SAC - SAC / Substance Abuse Counseling IN DISCRETION OF SCDPPPS; DACOR - DACOR / Department Administered Court Ordered Restitution in the amount of \$829.71 (\$200 KATHRYN STONE); STATE FARM (\$629.71); Fine - Fine / Fine/Costs and Assessments payable as directed by the Court.\$130; Other1 - SAME AS 2009 GS-32-0769

Current Address and Summary of Residence:**[REDACTED], SC [REDACTED], USA****[REDACTED], SC 29405, USA,**

Subject is no longer residing at the SC Strong Program and is back in Lexington, SC.

Reporting:

Subject reported as instructed by Agent.

Employment Records While Under Supervision:

Employer	Dates (from -to)	Reason(s) for Leaving	Earnings
GLORY PAINTING	11/29/2007 - 10/28/2010		

unemployed

Financial Conditions:

	Total Amount ordered	Pay Period	Total Paid	Date Last Paid	Arrearage	Balance Due
Fees						
Intensive Supervision	\$20.00	\$20.00/W	\$0.00		\$20.00	\$20.00
Regular Supervision	\$2,600.00	\$50.00/M	\$0.00		\$0.00	\$2,600.00

Prior Violation Dates	Prior Violations	Prior Violation Disposition

PTUP

omo.
LEFT
1/18/11
H.A.

Pl.

IN THE COURT OF GENERAL SESSIONS

County of Charleston
STATE VS.

INDICTMENT# 09-32-769
Probation C/W#s: C-10-11-0052 (Served 1/25/11)

Willie L. Simmons
AKA:
Race: B Sex: M
DOB: 04-26-67
SSN: [REDACTED]
SID#: 00567827

Name of Original Offense: Kidnap (NV) - 2nd deg
Original AWW#: 1810759
Date of Original Offense: 11-26-08
Conviction S.C. Code #: 16-11-0312
Conviction CDR Code #: 0/0/8/0
Original Sentence: 15 yrs provided min service of 3 yrs
ORDER 35 5 yrs probation

The above named defendant has been charged with violating the conditions of probation ordered on 03/14/09 in the Court of General Sessions of Lexington County, and/or the additional conditions ordered by the Court in probation continuation order(s) issued on 1-25-11, as set forth in the attached warrant(s) or citation(s) dated 1-25-11. After hearing the evidence and being duly advised, in the (presence/absence) of the defendant, I find that the above named defendant has violated the following condition(s) of probation: (List by number or indicate special conditions as provided in the affidavit)
9 CONT TO

Therefore, IT IS ORDERED that:

☐ the suspended sentence be revoked and the above named defendant be required to serve _____ months/years, the remainder of the original sentence, and/or pay \$ _____.

☒ the suspended sentence be revoked and the above named defendant be required to serve _____ months/years of the original sentence and/or pay \$ _____; thereupon to be reinstated on probation, subject to the conditions set forth in the attached order and not inconsistent with this order.

☒ the above named defendant is continued on probation as provided for in the original sentence, subject to the conditions set forth therein and not inconsistent with this order.

☐ probation is reduced to time served under supervision and the defendant is discharged from supervision on this date.

☐ the above named defendant is placed on active electronic monitoring pursuant to §23-3-540 (mandatory if convicted of first degree criminal sexual conduct with a minor or lewd act, discretionary if convicted of any other applicable sex offense against a minor).

☒ Additional Conditions ordered by the Court: delete SC Strategic Program condition. Continue probation. Transfer case to Lexington County. Must comply with elaborate Recovery or another drug treatment program. Must provide monthly verification to Agent. Exempt supervision fee. Restitution for lost fees.

☐ The defendant is given credit for pre-arrest hearing detention time on current probation violation to be calculated and applied by the SC Department of Corrections.

☐ The defendant has previously served 3 months/years on this sentence.
(split sentence time and/or prior partial revocation time)

☐ The defendant was previously placed on active electronic monitoring pursuant to §23-3-540.

This 2nd day of Feb. 2011
Charleston SC

T.L. [Signature]
Presiding Judge

You are hereby advised that under the law the Court may at any time revoke or modify any condition of this probation; impose any lawful condition it deems proper; and extend the period of probation not to exceed five (5) years. At any time within the period of your probation, the Court may require you to serve any part of the original sentence.

This is to certify that I have read, or have had read to me, the order and the conditions set out therein. I agree to comply with such conditions and the conditions of the probation order during the period of my probation. I have received a copy of this Court's order and all attachments.

Offender's Signature [Signature]

Witnessed by [Signature]

Signed this 2nd day of Feb. 2011 at Charleston SC

STATE OF SOUTH CAROLINA

COUNTY OF
STATE

Lexington

VS

PROBATION

Willie Lee Simmons

AKA:

Race: Sex: M Age: 41

DOB: SS#

Address:

DL#: SID#

IN THE COURT OF GENERAL SESSIONS

INDICTMENT/CASE#: 2009GS3200769

A/W#: J810759

Date of Offense: 10/26/2008

S.C. Code § 16-11-0312

CDR Code #: 0080

SENTENCE SHEET

In disposition of the said indictment comes now the Defendant who was ☐ CONVICTED OF or ☒ PLEADS
TO: Burglary / Burglary (Non - Violent) (After June 20, 1985) - Second degree

in violation of § 16-11-0312 of the S.C. Code of Laws, bearing CDR Code # 0080

☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS(CSC ☐ §17-25-45
w/minor 1st or Lewd Act)The charge is: ☐ As Indicted, ☐ Lesser Included Offense, ☒ Defendant Waives Presentment to Grand Jury (Defendant initial)
The plea is: ☒ Without Negotiations or Recommendation, ☐ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST:

Donna B Moore 69810
Solicitor SC Bar#Willie Lee Simmons
DefendantMark B. Blum 75740
Attorney for Defendant SC Bar#WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections, ☐ County Detention Center,
for a determinate term of 15 days/months/years or ☐ under the Youthful Offender Act not to exceed years
and/or to pay a fine of \$; provided that upon the service of 3 days/months/years and/or payment
of \$; plus costs and assessments as applicable*; the balance is suspended with probation for 5
months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of
probation, which are incorporated by reference. ATU☒ CONCURRENT or ☐ CONSECUTIVE to sentence on:☒ The Defendant is to be given credit for time served pursuant to S.C. Code § 24-13-40 to be calculated and applied
by the State Department of Corrections.☐ The Defendant is to be placed on the Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.

SPECIAL CONDITIONS:

☒ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☒ Ordered PTUPTotal: \$ 550 (plus 20% fee: \$)

Payment Terms:

☒ set by SCDPPPSRecipient: SUSAN CARABETTA*Fine: \$

§ 14-1-206 (Assessments 107.5 %)

\$

§ 14-1-211(A)(1) (Conv. Surcharge)

\$100

\$ 100.00

§ 14-1-211(A)(2) (DUI Surcharge)

\$100

\$

§ 56-5-2995 (DUI Assessment)

\$12

\$

§ 56-1-286 (DUI Breath Test)

\$25

\$

§ 35.13 (Public Def/Prob)

\$500

\$ 500

§ 73.3, 1B TP (Law Enforce. Funding)

\$25

\$ 25.00

§ 33.7, 1B TP (Drug Court Surcharge)

\$100

\$

§ 50-21-114(BUI Breath Test Fee)

\$50

\$

§ 56-5-2942(J) (Vehicle Assessment)

\$40/ea

\$

3% to County (if paid in installments)

\$

§ 90.11 TP (SCJA Surcharge)

\$5

\$ 5.00

TOTAL

\$ 680.00

Clerk of Court/ Deputy Clerk

PRESIDING JUDGE

Judge Code: 21 0 1 5 1 0Sentence Date: March 19, 2009Court Reporter: J. Sheppard

STATE OF SOUTH CAROLINA

COUNTY OF Lexington
STATE VS.

AKA:

Willie Lee Simmons

Race: B Sex: M Age: 41

JOB: [REDACTED] SS#: [REDACTED]

Address: [REDACTED]

DL#: [REDACTED] SID#: [REDACTED]

IN THE COURT OF GENERAL SESSIONS

INDICTMENT/CASE#: 2009GS3200770

A/W#: J810802

Date of Offense: 10/23/2008

S.C. Code: 16-11-0312

CDR Code: 0080

PROBATION

SENTENCE SHEET

In disposition of the said indictment comes now the Defendant who was ☐ CONVICTED OF or ☒ PLEADS TO: Burglary / Burglary (Non - Violent) (After June 20, 1985) - Second degree

In violation of § 16-11-0312 of the S.C. Code of Laws, bearing CDR Code # 0080

☒ NON-VIOLENT ☐ VIOLENT ☐ SERIOUS ☐ MOST SERIOUS ☐ Mandatory GPS(CSC ☐ §17-25-45 w/minor 1st or Lewd Act)

The charge is: ☐ As Indicted, ☐ Lesser Included Offense, ☒ Defendant Waives Presentment to Grand Jury. PLS - (Defendant initial)
The plea is: ☒ Without Negotiations or Recommendation, ☐ Negotiated Sentence, ☐ Recommendation by the State.

ATTEST:

Debra B. Moore 69810
Solicitor SC Bar#

Willie Lee Simmons
Defendant

Michael E. [REDACTED] 73740
Attorney for Defendant SC Bar#

WHEREFORE, the Defendant is committed to the ☒ State Department of Corrections, ☐ County Detention Center, for a determinate term of 15 days/months/years or ☐ under the Youthful Offender Act not to exceed 3 years and/or to pay a fine of \$ 329.71; provided that upon the service of 3 days/months/years and/or payment of \$ 329.71; plus costs and assessments as applicable*; the balance is suspended with probation for 5 months/years and subject to South Carolina Department of Probation, Parole and Pardon Services standard conditions of probation, which are incorporated by reference. ATU

☒ CONCURRENT or ☐ CONSECUTIVE to sentence on:

☒ The Defendant is to be given credit for time served pursuant to S.C. Code § 24-13-40 to be calculated and applied by the State Department of Corrections.

☐ The Defendant is to be placed on the Central Registry of Child Abuse and Neglect pursuant to S.C. Code §17-25-135.

☒ RESTITUTION: ☐ Deferred ☐ Def. Waives Hearing ☒ Ordered PTUP SAME AS 2009-GS-32-0769

Total: \$ 329.71 plus 20% fee: \$

Payment Terms:

☒ set by SCDPPPS

Recipient: KARLANN JONES (#200); State Prison (#229,70)
*Fine: \$

§ 14-1-206 (Assessments 107.5 %)	\$	
§ 14-1-211(A)(1) (Conv. Surcharge)	\$100	\$ <u>100.00</u>
§ 14-1-211(A)(2) (DUI Surcharge)	\$100	\$
§ 56-5-2995 (DUI Assessment)	\$12	\$
§ 56-1-286 (DUI Breath Test)	\$25	\$
§ 35.13 (Public Def/Prob)	\$500	\$
§ 73.3, 1B TP (Law Enforce. Funding)	\$25	\$ <u>85.00</u>
§ 33.7, 1B TP (Drug Court Surcharge)	\$100	\$
§ 50-21-114(BUI Breath Test Fee)	\$50	\$
§ 56-5-2942(J) (Vehicle Assessment)	\$40/ea	\$
3% to County (if paid in installments)	\$	
§ 90.11 TP (SCCJA Surcharge)	\$5	\$ <u>5.00</u>

TOTAL \$959.71
Beth A. Canagoff
Clerk of Court/ Deputy Clerk

Court Reporter: J. Sheppa

days/hours Public Service Employment

Obtain GED

Attend Voc. Rehab. or Job Corp.

May serve W/E beginning

Substance Abuse Counseling

Random Drug/Alcohol testing

Fine may be pd. in equal, consecutive weekly/monthly pmts. of \$ beginning

\$ paid to Public Defender Fund

Other: SAME AS 2009-GS-32-0769

☐ Appointed PD or appointed other counsel §35.13 TP
Requires \$500 be paid to Clerk during probation.

PRESIDING JUDGE William P. [REDACTED]
Judge Code: 2101510
Sentence Date: MARCH 19, 2009

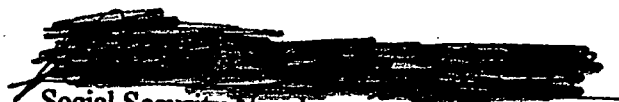
RESIDENT STATEMENT

I, Willie Simmons, state that:

- (1) Any remuneration which was, or in the future will be, due because of work which I have performed, or will perform, for South Carolina STRONG, I donate to South Carolina STRONG. This donation is done freely, and without duress.
- (2) Any work, which I have done, or will do, for South Carolina STRONG, is done as a volunteer without any expectation of remuneration.
- (3) Notwithstanding paragraphs (1) and (2) above, if any governmental body determines that I am not a volunteer or cannot donate to South Carolina STRONG any remuneration which might be due to me from South Carolina STRONG, then I state that I was more than adequately paid by room, board, and services that I received from South Carolina STRONG including counseling, vocational training, entertainment, clothing, medical and dental services, education, rehabilitation, transportation, recreational and legal services, which have, and will be, provided to me by South Carolina STRONG free of charge for the duration of my time as a resident of South Carolina STRONG.

Dated: 5/18/10


Signature of Willie Simmons


Social Security Number

Signature of Witness



South Carolina STRONG

Sustaining, Teaching, Rebuilding Our New Generation

2510 N. Hobson Avenue, North Charleston, South Carolina 29405 - 843.544.5179 - 843.544.5182 (FAX)

February 14, 2009

Mr. Willie Lee Simmons
Lexington County Detention Center
PO Box 2019
Lexington, SC 29071

Dear Willie,

South Carolina STRONG is now providing a much needed opportunity for South Carolinians willing to make a minimum two year commitment to change their lives. Through the proven Delancey Street process, residents come to understand the consequences of negative thoughts and behaviors by them being held accountable for their actions. Continued individual effort, peer support, and a family environment will allow these negatives to be replaced with a renewed sense of self worth, as well a realization of the importance of a positive attitude, hard work, being responsible and, most importantly, helping others while helping themselves.

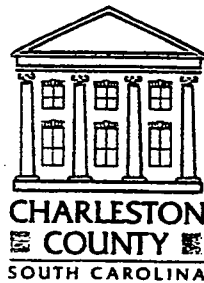
After speaking with you during our February 4, 2009 interview, we have decided that you have expressed enough of a sincere desire to change your life that we are willing to work with you toward that end. The two-year commitment required for this is made by both you and our family and should not be taken half-heartedly. Should you be given the option of completing our program by the courts, parole board, or probation office you may enter **South Carolina STRONG** once your legal matters are resolved.

Sincerely,

John P. Glemser
Facility Director

interviewed 2/4/09
entry date 5/18/10

Christine O. DuRant
Director, Grants Administration



Tel: 843.202.6960
Fax: 843.202.6961
cdurant@charlestoncounty.org
Lonnie Hamilton III Public Services Building
4045 Bridge View Drive, Suite C202
North Charleston, SC 29405

February 3, 2011

Mr. John Glemser, Director
South Carolina STRONG
2510 North Hobson Avenue
North Charleston, South Carolina 29405

Dear Mr. Glemser:

We have received an opinion from the United States Department of Labor regarding the appropriate classification of the residents who will be assisting with the renovation of 1300 Navy Way, North Charleston as volunteer workers.

Mr. Bill Poythress, Senior Labor Relations Specialist provided the written opinion below citing Section 110(a) (b) as the regulatory authority upon which we have drawn the conclusion that the residents are not employees of South Carolina STRONG but rather are volunteers:

Section 110(a) of the Housing & Community Development Act of 1974 triggers Davis-Bacon requirements on the lead-based paint and asbestos abatement work on the project, as this work is deemed construction.

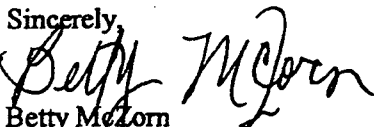
Section 110(b) provides exclusion from the requirement for volunteers who meet the following standards:

- Perform services for which the individual volunteered;
- Do not receive compensation for such services; or are paid expenses, reasonable benefits, or a nominal fee for such services; and
- Are not otherwise employed at any time in the construction work.

The training agreement between the residents and South Caroling STRONG further supports this mutual relationship. Therefore this project is exempt from the Davis Bacon wage requirements as long as the covenant agreement with the residents is valid.

Please maintain a copy of this decision in the project file as appropriate. I am available at any time for further discussion of this matter if necessary at (843) 202-6977 or by email at bmczorn@charlestoncounty.org.

Sincerely,

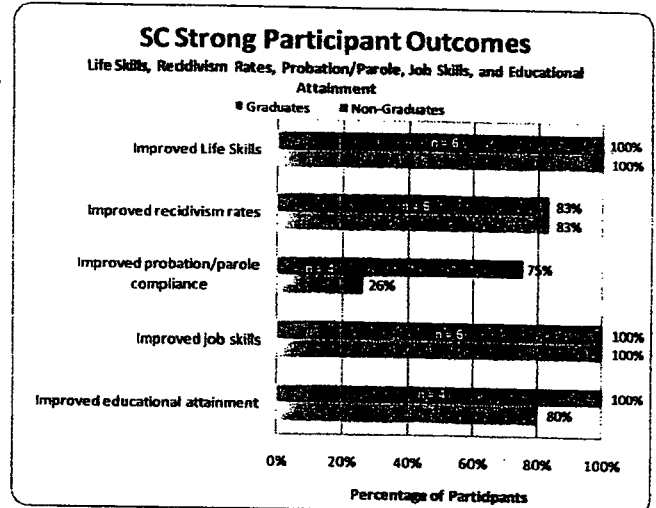

Betty McZorn
Program Administrator

C: Johnna Murray, Program Manager
John Hamilton, Project Director

South Carolina STRONG: Sustaining, Teaching, Rebuilding Our New Generation

South Carolina (SC) STRONG is a residential self-help organization where former substance abusers, ex-convicts, and homeless adults can find and develop their strengths through learning—and teaching—academics and vocational skills, as well as personal, interpersonal, and practical “survival” skills. Economic development and entrepreneurial boldness are central to the model’s financial self-sufficiency and to teaching residents the skills they need to achieve personal self-sufficiency.

External evaluators from LFA Group assessed SC STRONG for the period May 2006 through August 2010 and found that participants in the program—program graduates and non-graduates who participated in the program for at least 120 days—experienced significant improvement in educational, employment, job skill and recidivism outcomes; while the majority of participants improved on all measures, program graduates showed greater improvement in educational attainment. When looking at graduates as compared to non-graduates, the most important and striking outcome differences exist for the criminal justice measures. Overall, non-graduates are more likely to recidivate in half the time of graduates: the incidence of non-graduate recidivism is approximately once per 10 years from program entry whereas the incidence of graduate recidivism is once per twenty years from program entry. Graduates also fared better than non-graduates in successful probation/parole participation or completion. The sample size (six graduates and eighteen non-graduates) is small because of the two year minimum commitment required to complete the program and because of the early stage of the program. Key findings from the evaluation are highlighted below.



JOB SKILLS

- 100% of graduates gained six or more new marketable job skills while in the program.
 - Specifically, graduates showed notable improvement in culinary, construction, furniture restoration, landscaping, and general job skills between entering and leaving the program.

LIFE SKILLS AND EMOTIONAL & PSYCHOLOGICAL HEALTH

- 100% of graduates significantly increased their life skills in one or more of the following areas: nonviolent anger management skills; personal hygiene and self-care skills; job readiness skills; and financial literacy skills.
 - Examples of outcomes include: development of job readiness materials (such as résumés, cover letters and professional references), balancing a checkbook, and reading a budget.
- 100% of graduates improved their emotional and psychological health, especially in the areas of self-esteem, future orientation, social support, and family functioning.

EDUCATION

- 100% of graduates participating in literacy training increased their educational attainment and improved their educational test scores.

PROBATION/PAROLE AND REENTRY

- 75% of graduates successfully completed probation/parole or were in good standing and were still on active probation/parole when leaving the program.
- 100% of graduates completed the full, two-year program without recidivating and 83% of non-graduates participating for at least one hundred and twenty days have not recidivated.

SUCCESS AFTER SC STRONG

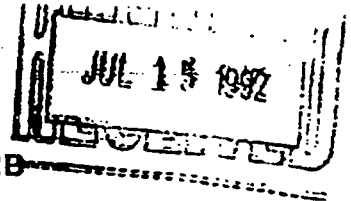
- All graduates reported that throughout the 12 months since graduating from SC STRONG they were in stable and safe housing environments.

What makes these outcomes most compelling is the context from which participants come to the program. SC STRONG residents have experienced significant barriers to leading productive lives: participants often have poor emotional and psychological health, low educational attainment, significant criminal histories and limited job skills. A majority of residents (89%) have been in jail as adults, and 65% have been committed to prison at least once. Approximately 77% of residents entering the program have serious and/or multiple theft charges, and 67% have drug charges.

Despite the many obstacles to achievement, there are inspiring stories of success. Upon completing the program, no graduate had recidivated, and all graduates were newly equipped to reenter society as productive citizens having improved their job skills and made significant gains in their emotional and psychological health. The connection to the program helps graduates maintain these achievements and stay out of the criminal justice system. Through this program, based in a strong traditional family value system stressing the work ethic, mutual restitution, personal and social accountability, and responsibility, decency, integrity and caring for others, residents obtain critical life skills and learn to live drug free, crime free lives of purpose and integrity.

¹ Recidivism is defined as an arrest for a new crime – violating probation/parole does not count as recidivism in this analysis.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
WORKERS' COMPENSATION APPEALS BOARD



Case No. SFO 0351419

PHILLIP ALARCON,

Applicant,

v.

DELANCEY STREET FOUNDATION,
and AMERICAN NATIONAL FIRE &
INSURANCE COMPANY,

Defendant.

FINDINGS & ORDER

The above-entitled matter having been heard by and submitted for decision to Alvin R. Barrett, Workers' Compensation Judge, said Judge now makes his decision as follows:

FINDINGS OF FACT

1. Phillip Alarcon, applicant, was not employed by Delancey Street Foundation on or about March 13, 1989.

O R D E R

IT IS ORDERED that applicant take nothing further by way of his application for adjudication of claim.

Alvin R. Barrett
ALVIN R. BARRETT

Workers' Compensation Judge

Filed and Served by mail on:
On all parties listed on JUL 14 1992
Official Address Record.

Diofe G. Carbonel
By: Diofe G. Carbonel

282

138

PHILLIP ALARCON,

v. DELANCEY STREET
FOUNDATION and
AMERICAN NATIONAL
FIRE & INSURANCE CO.

ALVIN R. BARRETT, Judge

Case No. SFO 0351419

OPINION ON DECISION

Applicant claims that he was employed as a roofer-trainee by Delancey Street Foundation on March 13, 1989, when he claims to have sustained compensable injury to the legs, ankles, feet, face and psyche. At a pre-trial conference on March 24, 1992, counsel for defendant raised the affirmative defense of absence of an employment relationship. In addition, application of Labor Code section 3352(b) and (i) was raised. Defendant's motion for bifurcation of the employment issue was granted, and the matter was continued for regular hearing. Counsel were directed to submit points and authorities on issues of "employment and application of the appropriate Labor Code sections" by a date not later than 10 days before trial. (Minutes of Hearing dated March 24, 1992, p. 1, served on attorneys only.) Counsel for applicant, defendant and lien claimant each submitted trial briefs prior to the date of hearing. Applicant's counsel also offered written comments after the hearing.

Applicant was referred to Delancey Street Foundation by order of the Court after he pled guilty to a felony charge, possession of P.C.P., and requested assignment to an alternative sentencing program. Defendant's Exhibit A is the record of sentencing in the Superior Court, Department 23, before the Honorable Jack Berman, Judge. The exhibit discloses that applicant was sentenced after a plea of guilty to one count of possession of a controlled substance. The applicant was to be sentenced on the crime for the base term of three years, but execution of the total state prison term of three years was suspended and applicant was placed in

probation for three years, less credit for jail time of 50 days. By Court order, applicant was to be released only to Delancey Street. If the program was not successful, applicant was to go to State Prison for 3 years. (Exhibit A.)

Testifying on direct examination, applicant stated that he had been required to attend school on 2 or 3 days per week while at Delancey Street in order to obtain a GED. He was also required to apply for food stamps, which were apparently assigned to the Foundation.

Applicant was required to work in order to remain in the program. He initially served food at tables and was later placed on a construction site where he worked for over 13 months. He was told that he should learn the roofing trade so that he could teach others. (Summary of Evidence, May 11, 1992, p. 3.) During further testimony, the witness stated that he had thought that he had not been an employee of Delancey Street Foundation, because the work was required of him, as he was "in the program". (Summary of Evidence, May 11, 1992, p. 4.) When asked at his deposition if he was placed in the Foundation as part of his sentencing witness Ammirato stated "it (program) was the sentence." (R/T, 33:15.)

Although witness Martin had testified that she knew of no employees of Delancey Street Foundation, she admitted that the Foundation had a policy of workers' compensation insurance in effect at the time of applicant's injury. The reason for the coverage was to permit two of the Foundation's schools to bid on projects which were open to the public, so that the schools could remain competitive with other bidders.

Absence of an employment relationship is an affirmative defense, which may be waived, if not raised in a timely manner. The defendant raised the employment issue at the pre-trial conference. The defense may be based upon a number of separate statutory references and, in the event that the precise applicable section is

not cited by counsel, it may be raised by the workers' compensation judge (WCJ) on his own motion.

Labor Code section 3301(b) excludes from the definition of "employer" "any private, nonprofit organization while acting solely as the sponsor of a person who, as a condition of sentencing by a superior or municipal court, is performing services for the organization." The exclusion does not apply to any organization which is otherwise an employer for the purposes of the division.

Witness Martin testified on May 11, 1992 that she is secretary-treasurer of Delancey Street Foundation. The tax status of the Delancey Street Foundation was described in referring to section 501(c)(3) of the Internal Revenue Code. The Foundation is a nonprofit, charitable organization, which takes troubled persons who may be abusing controlled substances and provides job training as an alternative to confinement in prison. The witness also testified that she is aware of the defendant's status in part, through documents filed with the IRS. As secretary-treasurer, the witness had been involved with the preparation of the IRS documents.

Upon review of the record, and after hearing testimony of applicant and witness Martin, the legal issue of employment is resolved in accordance with defendant's contention. The record discloses that applicant was performing services for the Foundation, which acted solely as a sponsor under terms of section 3301(b) in accordance with imposition of sentencing by the Superior Court. Pursuant to section 3301(b), the defendant is excluded from the definition of employer under division 4 of the Labor Code.

Labor code section 3352(b), also excludes from the definition of an employee "Any person performing services in return for aid or sustenance, received from any religious, charitable, or religious organization.

Contrary to facts in Hoppman v. Workers' Comp. Appeals Bd., 226. C.A. 3d 119, on which applicant and lien claimant rely, the applicant was not paid an hourly rate of pay. He was being trained by the Foundation so that he could sustain himself after completing conditions of sentencing.

Also, distinguished is the case of County of Los Angeles v. Workers' Comp. Appeals Bd. (1981) 30 C.3d 31, in which the Court ruled that when the county compels individuals on welfare to work in order to receive benefits, the workers' compensation laws apply. The Court distinguished the obligation of the County to provide aid to its residents from that of a charitable organization. The Court reasoned that, unlike a charitable organization, the County could not be discouraged from paying aid to its residents by being required to obtain workers' compensation insurance. In fact, the Legislature and the Courts have, for several decades, recognized that charitable organizations, whose aim is benevolent in nature, purpose and effect, should not be subject to workers' compensation laws. (Hartford Acc. & Ind. Co. v. Dept. of Industrial Relations (1934) 139 C.A. 632.)

The facts of this case are similar to those in Parsons v. Workers' Comp. Appeals Bd. (1981) 126 C.A.3d 629. In Parsons, supra, the applicant was granted probation on the condition of performing work for the county. As in the instant case, it could not be said that the applicant in Parsons bargained for the opportunity to work. Instead, applicant's choice here, as in Parsons, was the result of acceptance of judicial leniency. The privilege of enrolling in Delancey Street rather than being confined in the state prison does not amount to "consideration to support an employment relationship". (See Parsons, supra, at p. 639.)

BEFORE THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Willie Lee Simmons,

W.C.C. FILE NO. 1100764

Employee/Claimant,

-VS-

South Carolina Strong,

DEFENDANTS' FULL COMMISSION BRIEF

Employer, and

Hartford Underwriters Insurance Company,)

Carrier.

Defendants.

The Defendants, South Carolina Strong and Hartford Underwriters Insurance Company, respectfully request that the Appellate Panel of the South Carolina Workers' Compensation Commission (hereinafter referred to as "Full Commission") reverse the Decision and Order of the single Commissioner filed July 12, 2011 (hereinafter referred to as "Decision and Order") to the extent that such sets forth hypothetical findings and/or rulings regarding the Claimant's entitlement to benefits pursuant to the South Carolina Workers' Compensation Act (hereinafter referred to as "Act"), if he would have been found to be an employee. In this regard, despite findings and rulings of the single Commissioner indicating that the Claimant was not employee entitled to benefits under the Act, Finding of Fact No. 6 of the Decision and Order sets forth that the Claimant "would have been entitled to temporary total disability from January 14, 2011 to the present and continuing, medical treatment for his injuries, and reimbursement for medical expenses to date." Additionally, Finding of Fact No. 6 of the Decision and Order

indicates that the Claimant's "average weekly wage and resulting compensation rate would have been based on working 6 days per week at \$15.00 per hour." The Defendants assert that the aforementioned portions of Finding of Fact No. 6 are not only based on a clear error of law, but are also not supported by the greater weight of the evidence submitted into the record.

STATEMENT OF THE CASE

On May 25, 2011, a Hearing was held before Commissioner Derrick L. Williams in North Charleston, South Carolina to address the issues set forth within the Forms 50 and 51 filed by the respective parties at issue. The Claimant alleged that he sustained injuries to his head and cervical spine while performing services arising out of and in the course of employment with South Carolina Strong on January 14, 2011. Specifically, the Claimant alleged that he sustained the aforementioned injuries as a result of falling approximately 30 feet after slipping on a patch of ice on a roof. In connection therewith, the Claimant requested additional medical care treatment for his alleged injuries, as well as the payment of temporary total disability benefits at a rate based on the earnings of a similarly situated employee.

The Defendants filed a Form 51 on March 2, 2011, wherein they denied that the Claimant was an employee of South Carolina Strong, as well as the allegation that the Claimant sustained a compensable injury arising out of and in the course of employment on January 14, 2011. An Amended Form 51 was filed on March 16, 2011, wherein the Defendants again denied that the Claimant sustained a compensable injury arising out of and in the course of employment with South Carolina Strong as alleged. The Defendants filed a second Amended Form 51 on April 25, 2011, wherein they denied that the

Claimant was an employee of South Carolina Strong, as well as the allegation that the Claimant sustained a compensable injury arising out of and in the course of employment on January 14, 2011. In accordance with Regulation 67-610(B)(2), the Defendants moved at the May 25, 2011 Hearing to proceed based on the second Amended Form 51 dated April 25, 2011. As Regulation 67-610(B)(2) sets forth that leave shall be freely given when justice so requires if there is no prejudice to another party, and the Claimant failed to set forth any such prejudice, the Defendants' Motion was granted by the single Commissioner and the Claimant's objection in that regard was overruled.

At the Hearing, the Claimant asserted that the average weekly wage and compensation rate would need to be determined based on the testimony of the witnesses. The Defendants asserted that the Claimant did not have an average weekly wage and compensation rate, as he was not an employee of South Carolina Strong and did not earn or expect to earn wages. In this regard, it is noteworthy that the Form 50 filed by the Claimant indicated that he was never paid by South Carolina Strong.

Although South Carolina Strong denied being subject to the Workers' Compensation Act as the Employer of the Claimant, the parties stipulated that jurisdiction is proper with the Commission for determination of the issue. The parties stipulated that an incident occurred on the date in question, although the extent of the injury was disputed. The parties also stipulated that venue was proper in Charleston County. The Claimant's Administrative Procedures Act submissions were entered into the evidentiary record without objection. The Claimant objected to the Defendants' Administrative Procedures Act Submission No. 6, which contained documents concerning the Claimant obtained from the South Carolina Department of Probation,

Parole, and Pardon. The single Commissioner overruled such objection, as the records were pertinent to the determination of the Claimant's type of relationship with the South Carolina Strong program.

Thereafter, the single Commissioner issued his Decision and Order, wherein he set forth the following Findings of Fact:

1. All parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act[;]
2. Based on the evidence as a whole, I do not find that the Claimant has sustained his burden of proving that he was an employee of South Carolina Strong under the Act. Specifically, the greater weight of the evidence shows that he was a volunteer and/or a gratuitous worker, similar to the Shuler, Kirksey and McCreery cases. (Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994), Shuler v. Tri-County Electric Co-Op., 385 S.C. 470, 684 S.E.2d 765 (SC 2009), and McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990)). Moreover, the Claimant's Resident Statement, the testimony of John Tecklenberg, and the testimony of John Hamilton support the finding that the Claimant was a volunteer and not an employee[;]
3. The Claimant failed to prove that he was an employee of South Carolina Strong at the time of his injury due to the fact that he was volunteering his services to South Carolina Strong at the time of this injury (McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990)). Although McCreery was reversed by the Supreme Court, the court stated it was not addressing the Court of Appeals' holding regarding whether a volunteer was covered under the Act.
4. The term "employee" is defined by §42-1-130. This section provides, in part, that an employee is any "person engaged in an employment under any appointment, contract of hire, or apprenticeship, expressed or implied..." The phrase "contract of hire" connotes payment, and a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition. (See A. Larson, *The Law of Workmen's Compensation*, Section 47.41 (1986)). The North Carolina Supreme Court has interpreted the term "employee" under its workers' compensation law as one who works for wages or salary and has a right to demand payment for services. (McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds,

citing Lucas v. Li'l General Stores, 289 N.C. 212, 221 S.E.2d 257 (1976); Lemmerman v. AT Williams Oil Company, 318 N.C. 577, 350 S.E.2d 83 (1986); see also Doe by Doe v. Greenville Hospital System, 323 S.C. 33, 448 S.E.2d 564 (Ct. App. 1994));]

5. The following decisions, Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op, Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994) govern this claim. Pursuant to the Shuler and Kirksey decisions, the undersigned Commissioner hereby finds and concludes that the Claimant was a volunteer and not an "employee" as required pursuant to the South Carolina Workers' Compensation Act. As a result, the Claimant did not have a contract of employment with South Carolina Strong and he is not entitled to workers' compensation benefits[;]
6. It is undisputed that the Claimant sustained an injury and had he been found to be an employee (which I specifically do not find), he would have been entitled to temporary total disability from January 14, 2011 to the present and continuing, medical treatment for his injuries, and reimbursement for medical expenses to date. His average weekly wage and resulting compensation rate would have been based on working 6 days per week at \$15.00 per hour. However, as stated above, I do not find that he is an employee[;]
7. This ruling has no impact on any potential civil remedies that the Claimant may pursue[; and]
8. All benefits under the South Carolina Workers' Compensation Act are hereby denied.

As support for the aforementioned Findings, the single Commissioner issued the following Conclusions of Law: .

1. Under §42-1-130, the Claimant was not a covered employee, and under §42-1-140, the Employer was not a covered employer at the time in question[;]
2. The Claimant failed to establish an employer/employee relationship under §42-1-130[;]
3. Pursuant to §42-1-130, Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-

County Electric Co-Op., Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994) the Claimant is a volunteer/gratuitous worker and not an employee[;]

4. Under §42-15-60, the Claimant is not entitled to any medical benefits under the Workers' Compensation Act[; and]
5. Under §42-9-10, §42-9-20, §42-9-30, §42-9-260, and Regulations 67-501 through 510, the Claimant is not entitled to any compensation benefits under the Workers' Compensation Act.

ARGUMENT

As previously indicated, the Defendants contend that the Decision and Order contends an error law to the extent that such sets forth hypothetical findings regarding the Claimant's entitlement to benefits under the Act, if he would have been found to be an employee. In this regard, a finding of fact of the Commission may not be based upon surmise, conjecture, or speculation, but must be founded on evidence of sufficient substance to afford a reasonable basis for it. See Edwards v. Pettit Constr. Co., 273 S.C. 576, 257 S.E.2d 754 (1979). In this regard, despite findings and rulings of the single Commissioner indicating that the Claimant was not employee entitled to benefits under the Act, Finding of Fact No. 6 of the Decision and Order sets forth that the Claimant "would have been entitled to temporary total disability from January 14, 2011 to the present and continuing, medical treatment for his injuries, and reimbursement for medical expenses to date." Additionally, Finding of Fact No. 6 of the Decision and Order indicates that the Claimant's "average weekly wage and resulting compensation rate would have been based on working 6 days per week at \$15.00 per hour." Given the single Commissioner's determination that the Claimant was not an employee entitled to benefits

under the Act, the Defendants contend that the aforementioned portions of Finding of Fact No. 6 are necessarily based upon surmise, conjecture, and speculation, thereby constituting an error of law. *See supra*, Edwards.

Additionally, the Act defines “average weekly wages” precisely: “[a]verage weekly wages’ means the earnings of the injured employee in the employment in which he was working at the time of the injury during the period of fifty-two weeks immediately proceeding the date of the injury . . .” S.C. Code Ann. §42-1-40 (1976, as amended). The aforementioned statute sets forth four alternative methods for the Commission to utilize in calculating an average weekly wage. *See Forrest v. A.S. Price Mech*, 373 S.C. 303, 644 S.E.2d 784 (Ct. App. 2007). The primary method of calculation requires that an ‘average weekly wage’ must be calculated by taking the total wages paid for the last four quarters and dividing the same by fifty-two or by the actual number of weeks for which wages were paid, whichever is less. *Id.* The Commission must utilize the primary method of calculation set forth above unless (1) the injured employee’s employment, prior to the injury, extended over a period of less than 52 weeks or (2) exceptional circumstances would make it unfair to do so. *Id.* In the matter at hand, the single Commissioner determined that that the Claimant was not employee entitled to benefits under the Act, so the Defendants further contend that Finding of Fact No. 6 of the Decision and Order contains an error of law to the extent that any portion thereof contains findings and/or rulings supportive of an average weekly wage calculation pursuant to §42-1-40.

While the Defendants contend that the single Commissioner committed an error of law in making any hypothetical findings and/or rulings whatsoever within his Decision

and Order pertaining to the Claimant's entitlement to benefits under the Act, the Defendants further set forth that the following portion of Finding of Fact No. 6 contains an error of fact to the extent that such is not supported by the greater weight of the evidence submitted into the evidentiary record:

[h]is average weekly wage and resulting compensation rate would have been based on working 6 days per week at \$15.00 per hour.

At the Hearing, John Hamilton testified with respect to facts associated with the matter at hand, as he was the vocational training supervisor at South Carolina Strong at the time of the alleged injury by accident. In this regard, Mr. Hamilton testified on redirect examination by the Claimant's attorney that a professional would be paid \$15.00 an hour or so performing the services that the Claimant was performing at the time of his alleged injury by accident. See Transcript of Hearing before Commissioner Williams on May 25, 2011, Page 57, Lines 12-22. When asked to define what type of activity he was performing at the time of the alleged accident, the Claimant stated the following:

I guess you can say it's carpentry. Was framing and closing the structure so that the windows will not be there anymore. It was framing in, plywood it up and paint it. See Transcript of Hearing before Commissioner Williams on May 25, 2011, Page 64, Lines 12-22.

With respect to his educational and work history, the Claimant testified that he had previously obtained an associate's degree in theology. See Transcript of Hearing before Commissioner Williams on May 25, 2011, Page 59, Lines 19-21. The Claimant also testified that he had performed the following types of work throughout the course of his life:

I've cleared land, I've painted, a little landscaping, electrical work, warehouse work, shipping and receiving. Numerous things.

The Defendants point out that the Claimant failed to identify himself as a professional of any sort, much less a professional carpenter. The remainder of the evidentiary record submitted in connection with the Hearing includes nothing to suggest that the Claimant had ever worked as a professional carpenter. In fact, the Claimant had been incarcerated during the 18 months prior to the commencement of his residency at South Carolina Strong on May 18, 2010. *See Transcript of Hearing before Commissioner Williams on May 25, 2011*, Page 60, Lines 14-15, Page 75, Lines 12-13.

With respect to his activity schedule with South Carolina Strong prior to the date of the alleged injury by accident, the Claimant testified that the residents of South Carolina Strong were forced to comply with a schedule regarding everything they did on a daily basis. *See Transcript of Hearing before Commissioner Williams on May 25, 2011*, Page 61, Lines 15-21. The Claimant also testified that South Carolina Strong provided him with room and board. *See Transcript of Hearing before Commissioner Williams on May 25, 2011*, Page 60, Lines 16-17. While the Claimant testified that he typically worked for South Carolina Strong six days a week, the single Commissioner determined that the Claimant was not employee of South Carolina Strong. *See Transcript of Hearing before Commissioner Williams on May 25, 2011*, Page 61, Lines 15-21; *See also* Decision and Order, Findings of Fact No. 2-6; and *See also* Decision and Order, Conclusions of Law 1-3. Despite the same, Finding of Fact No. 6 of the Decision and Order speculates that the Claimant's "average weekly wage and resulting compensation rate would have been based on working 6 days per week at \$15.00 per hour."

The Defendants note that the Decision and Order failed to include any findings of the single Commissioner that identify the specific activities performed by the Claimant at

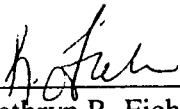
South Carolina Strong that would have been constituted as work should he have been found to be an employee. Given the fact that South Carolina Strong provided the Claimant with room and board, as well as a schedule of all his daily activities, the Defendants contend that Finding of Fact No. 6 of the Decision and Order contains an error of fact and law to the extent that it indicates the Claimant's average weekly wage would have been based on him working six days a week; in this regard, there is no clear indication of how the single Commissioner defined work in concluding the Claimant 'worked' six days a week. Moreover, the single Commissioner determined that the greater weight of the evidence supported the Defendants' contention that the Claimant was not employee performing services arising out of and in the course of his employment with South Carolina Strong at the time of his alleged injury by accident on January 14, 2011. Given the foregoing determination, the Defendants contend the greater weight of the evidence in the record must also support the factual contention of the Defendants that the Claimant did not work six days a week while residing at South Carolina Strong.

CONCLUSION

For the foregoing reasons, the Defendants respectfully request that the Full Commission review the Decision and Order at issue and reverse and remove those portions of Finding of Fact No. 6 referenced above, thereby amending the Decision and Order in part, but upholding the remainder of the same.

RESPECTFULLY SUBMITTED:

Wood & Warder, LLC
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By: 
Kathryn R. Fiehrer
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September 8, 2011

Charleston, South Carolina

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WILLIE LEE SIMMONS)

WCC FILE # 1100764

EMPLOYEE,)

vs.)

CLAIMANT'S APPELLANT BRIEF

SOUTH CAROLINA STRONG)

EMPLOYER,)

and)

HARTFORD UNDERWRITERS)

ST PAUL TRAVELERS)

CARRIER.)

This matter was heard by Single Commissioner, Derrick Williams, on May 27, 2011.

Commissioner Williams issued a written decision on July 12, 2011, finding, among other things, that the Claimant was not an employee of Defendant SC STRONG.

The Claimant filed a Form 30, Request for Commission Review, stating the following points for appeal:

1. Did the single Commissioner err in failing to Find as Fact and conclude as a Matter of Law that the Claimant was an employee of the employer (defendant) South Carolina STRONG, rather than a volunteer? (See Findings of Facts #2, 3, 4, 5, 6, and 8); Conclusions of law #1, 2, 3, 4, and 5) (Final section stating award/decision also appealed).
2. Did the Commissioner err in failing to liberally construe law and fact, in favor of coverage of the Claimant, by the Act?

FACTS

On January 14, 2011, Willie Lee Simmons (Claimant) slipped on ice and fell approximately

30 feet off a roof. Claimant's injuries were substantial, including a head laceration requiring sutures and a fractured cervical vertebrae. At the time of the accident, Claimant was a participant in the South Carolina STRONG program, a non-profit corporation that provides a residential setting with educational opportunities, as well as work training and work opportunities to participants.

SC STRONG provides room and board, educational and counseling services for individuals on parole, to train and work on building projects. SC STRONG provided the tools used in the daily work assignments, controlled the hours and types of work Claimant performed, and required Claimant and similar workers to forgo other employment as a condition to participation in the program. SC STRONG is paid for the contracting services provided by its participants to carry out controlled, supervised building contracts.

In an acceptance letter to Claimant, SC STRONG wrote:

South Carolina STRONG is now providing a much needed opportunity for South Carolinians willing to make a minimum two year commitment to change their lives. . . . After speaking with you during our February 4, 2009 interview, we have decided that you have expressed enough of a sincere desire to change your life that we are willing to work with you toward that end. The two-year commitment required for this is made by both you and our family

When the time came for Claimant to move in to the facilities, he was required to sign a Resident Statement. In this form, Claimant agreed:

- (1) Any remuneration which was, or in the future will be, due because of work which I have performed, or will perform, for South Carolina STRONG, I donate to South Carolina STRONG. This donation is done freely, and without duress.
- (2) Any work, which I have done, or will do, for South Carolina STRONG, is done as a volunteer without any expectation of remuneration.
- (3) Not withstanding paragraphs (1) and (2) above, if any governmental body determines that I am not a volunteer or cannot donate to South Carolina STRONG any remuneration which might be due to me from South Carolina STRONG, then I

state that I was more than adequately paid by room, board, and services that I received from South Carolina STRONG including counseling, vocational training, entertainment, clothing, medical¹ and dental services, education, rehabilitation, transportation, recreational and legal services, which have, and will be, provided to me by South Carolina STRONG free of charge for the duration of my time as a resident of South Carolina STRONG.

The SC STRONG program initially admitted the employer-employee relationship. (Form 51) It, thereafter, amended the Form 51 to deny that relationship and now refuses to be responsible for any medical bills or anything else.

ISSUES ON APPEAL

- I. Did the Commissioner err in failing to Find as Fact and conclude as a Matter of Law that Claimant was an employee of the South Carolina STRONG, rather than a volunteer?
- II. Did the Commissioner err in failing to liberally construe the law and facts in favor of coverage?

ARGUMENT

- I. **The Commissioner erred in failing to Find as Fact and conclude as a Matter of Law that Claimant was an employee of the South Carolina Strong for purposes of Worker's Compensation laws.**

The Commissioner determined Claimant was not an employee. Instead, the Commissioner determined he was a "volunteer and/or a gratuitous worker, similar to Shuler, Kirksey and McCreery." (Order at 15) "The phrase 'contract of hire' connotes payment, and a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition." (Order at 16) Claimant contends physical monies changing hands is not required

¹ SC STRONG's John Hamilton explained the organization did not pay Claimant's hospital bills because "Our insurance company informed us not to." (May 25, 2011 Tr. P.45, 1.7-8).

under South Carolina law.

In South Carolina, an employee is defined as:

The term "employee" means every person engaged in an employment under any appointment, contract of hire, or **apprenticeship**, expressed or implied, oral or written . . . but excludes a person whose employment is both casual and not in the course of the trade, business, profession, or occupation of his employer . . .

S.C. Code Ann. § 42-1-130 (1976, as amended).

Under South Carolina law, the primary consideration in determining whether an employer/employee relationship exists is whether the alleged employer has the right to control the employee in the performance of the work and the manner in which it is done. Kilgore Group, Inc. v. South Carolina Employment Sec. Comm'n, 313 S.C. 65, 68, 437 S.E.2d 48, 49 (1993) (citing Felts v. Richland County, 303 S.C. 354, 400 S.E.2d 781 (1991)). "The test is not the actual control exercised, but whether there exists the right and authority to control and direct the particular work or undertaking." Id. The four principal factors indicating the right of control are (1) direct evidence of the right to, or exercise of, control; (2) the method of payment; (3) the furnishing of equipment; and (4) the right to fire. South Carolina Workers' Comp. Comm'n v. Ray Covington Realtors, Inc., 318 S.C. 546, 459 S.E.2d 302 (1995); Tharpe v. G.E. Moore Co., 254 S.C. 196, 174 S.E.2d 397 (1970).

SC STRONG does not dispute that it exercised control of the participants. Neither does SC STRONG dispute it furnished equipment to the participants. (In fact, it paid an \$8000 fine for OSHA violations for not providing harnesses and helmets following an investigation into Claimant's accident.) It does not seemingly challenge its ability to fire, though SC STRONG does not use that word. In lieu of "firing" a participant, the participants may be asked to leave the residence which

necessarily means no further jobs. The crux of the argument focuses on the method of payment, in this case, lack of monetary payment.

South Carolina law, however, does not require a particular form of payment. In Wilson v. Georgetown County, 316 S.C. 92, 447 S.E.2d 841 (1994), our supreme court found the requisite employment relationship between that claimant and the county. Id. Mr. Wilson reported for jury duty. Id. Because of his religious beliefs, he explained to the court that he could not sit in judgment of others. Id. The court allowed Mr. Wilson to perform alternate service which consisted of janitorial work. Id. While washing the outside court windows, Mr. Wilson slipped and fell from a ladder resulting in a back injury. Id. Although no payment was at issue, the supreme court found Mr. Wilson received the benefit of performing alternate work in lieu of jury service and that work was labor for the benefit of the county. Id. The supreme court held that Mr. Wilson was entitled to worker's compensation benefits. Id.

Similarly, Claimant in the instant case, was performing work for the benefit of SC STRONG as the company billed customers for the participants' work. As explained on their website:

Residents working within the environment to care for all our needs receive no salary, and in consideration for which they receive their housing, clothing, education, entertainment and all services at no cost. Three months prior to graduation, residents get jobs outside the SC STRONG complex. We set aside 50% of each paycheck to cushion the cost of the return to the community at large, and 50% goes to SC STRONG to cover room, board, clothing, etc. . . . The ultimate objective of SC STRONG is to be completely self-sufficient (60% of our annual budget) through our income producing training schools.

www.southcarolinastrong.org (August 30, 2011).

Using funds from these customers, SC STRONG then provided Claimant with room, board, clothing, meals, etc. That SC STRONG effectively keeps track of monies earned by the participants

is supported by SC STRONG's view that residents of the program are restricted from having money to limit the temptations of making bad decisions while they are just coming out of prison. (Order at 9-10) In fact, after being accepted into the program, participants are required to apply for food stamps which were then turned over to SC STRONG "because we were not allowed to keep those." (May 25, 2011 Tr. P. 62, 1.1-4) That Claimant physically did not touch those funds simply does not mean he did not receive the tangible benefits of his work.

In fact, Mr. Hamilton of SC STRONG explained the process:

And you would get your first job So, you would get a regular job, just like anyone else would, within the foundation. So, typically the first job would be in either construction or landscaping or both. . . You would get up and go to work every day . . . So, after the first time you get a job - three or four times a year we change jobs. Everyone changes jobs. . . I depended on [Claimant] as an extremely hard worker and smart.

May 25, 2011 Tr. P. 51, 1.18 - Tr. P.54, 1.4 (emphasis added).

The Commissioner relied on Kirksey v. Assurance Tire Co., 311 S.C. 255, 428 S.E.2d 721 (1994). In that case, the court found the business owner's daughter was a gratuitous worker (adopting the majority rule), noting there was no allegation of payment in any form and the daughter helped her father because he was in bad financial shape. That case is inapposite. First of all, it was decided a mere months before Wilson, supra. Although Mr. Wilson was not actually paid for his janitorial service, he received a benefit tantamount to payment. Thus, a tangible benefit can be a proper form of payment for worker's compensation issues relating to the employer/employee relationship.

The court of appeals' analysis of the existence of an employment relationship confuses the "gratuitous worker" doctrine by stating that the "benefits and compensation [given to Petitioner] constitute gratuitous payments." Shuler, 374 S.C. at 524, 649 S.E.2d at 102. We take this opportunity to clarify that doctrine.

According to Larson's Workers' Compensation Law, which this Court relied upon in Kirksey, gratuitous employees are those who "neither receive nor expect to receive any kind of pay for their services." 3 Larson's Workers' Compensation Law §§ 65.01 (2009). Thus, the term "gratuitous," in this context, normally is used to describe the nature of the work being performed, not the nature of the compensation received.

Shuler v. Tri-County Electric Co-Op, 385 S.C. 470, 684 S.E.2d 765 (2009)(emphasis added).

Even though the Commissioner cited this case in support of his findings, the case more supports Claimant's position that physically being handed money is unnecessary. As noted above, "gratuitous" does not describe the nature of the compensation received. In exchange for his work, SC STRONG billed customers, collected funds, then used those funds to provide housing, meals, clothing, and entertainment for participants because it did not want them tempted by physically having the funds. While the participants did not have the right to demand monetary payments, under the program's plan, they did have the right to demand a bed to sleep in, food to eat, and clothes to wear.

Next, the Commissioner relied on McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds, 303 S.C. 271, 400 S.E.2d 130 (1990). In that case, Mr. McCreery admitted donating his labor in the construction of the church. "There is no evidence he was paid wages or had a right to demand payment. There is also no evidence Mr. McCreery entered into a tithing agreement . . . so that his work could be considered as a credit toward his tithe obligation." As with Shuler, this case predates Wilson. The court in McCreery, however, does indicate that something other than actual, physical money is sufficient to satisfy the compensation prong in definition of employee. The quote above suggests that a tithing agreement seeking credit from his work against his tithing obligation would support a finding of sufficient

payment for worker's compensation purposes. Like Shuler, this case actually supports Claimant's contention that the room, board, clothing, educational/vocational training are sufficient to support a finding that Claimant is an employee for worker's compensation purposes.

SC STRONG relies on a letter from the Department of Labor to supports its contention that participants are not employees. The question asked of and answered by the Department, however, was whether the program was subject to the payroll requirements of the Davis-Bacon Act. The question was not whether the participants were employees for Worker's Compensation purposes.

SC STRONG and the Commissioner relied on a California case. (Case no. SFO 0351419) which found the privilege of enrolling in [California's version of STRONG] rather than being confined in State prison does not amount to an employment relationship in California. Aside from differing statutes and cases in California, the argument made in that case is not the argument being made here. Instead, the argument here is that the program is an apprenticeship and is, under South Carolina law, specifically covered by Worker's Compensation laws.

Finally, SC STRONG requires a minimum two-year commitment before entry in the program is allowed. During those years, "residents earn at least a GED (in collaboration with Trident Literacy) and three marketable skills at no cost to them" according to its website. A definition of apprentice is "One bound by legal agreement to work for another for a specific amount of time in return for instruction in a trade, art, or business." Accordingly, SC STRONG's program is an apprenticeship program and specifically subject to South Carolina's Worker's Compensation laws.

II. The Commissioner erred in failing to liberally construe the law and facts in favor of coverage.

The question whether a claimant is an employee is a jurisdictional issue. Wilkinson ex rel.

Wilkinson v. Palmetto State Transp. Co., 382 S.C. 295, 676 S.E.2d 700 (2009); Vines v. Champion Bldg. Prods., 315 S.C. 13, 431 S.E.2d 585 (1993). Where the disputed issue concerns jurisdiction, this Court may take its own view of the preponderance of the facts upon which jurisdiction is dependent. Wilson v. Georgetown County, 316 S.C. 92, 447 S.E.2d 841 (1994); Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct. App. 1996). It is South Carolina's policy to resolve jurisdictional questions in favor of inclusion of employees within workers' compensation coverage rather than exclusion. Shuler v. Tri-County Elec. Co-op, 385 S.C. 470, 684 S.E.2d 765 (2009); Hill v. Eagle Motor Lines, 373 S.C. 422, 645 S.E.2d 424 (2007); Pilgrim v. Eaton, 391 S.C. 38, 703 S.E.2d 241 (Ct. App. 2010). Clearly, the Commissioner erred by not resolving this jurisdictional question in favor of coverage.

CONCLUSION

For the reasons above, Claimant respectfully requests this Appellate Panel reverse the findings of the Single Commissioner.

Respectfully submitted,



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(843) 556-8000
Attorney for Claimant

9-22-11
Charleston, SC

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WILLIE LEE SIMMONS	)	WCC FILE # 1100764
	)	
EMPLOYEE,	)	
	)	
vs.	)	
	)	
SOUTH CAROLINA STRONG	)	CLAIMANT'S RETURN BRIEF
	)	
EMPLOYER,	)	
	)	
and	)	
	)	
HARTFORD UNDERWRITERS	)	
ST PAUL TRAVELERS	)	
	)	
CARRIER,	)	
	)	
DEFENDANTS.	)	

Defendants South Carolina STRONG and Hartford Underwriters (collectively, "SC STRONG") requests the Appellate Panel reverse Finding of Fact No. 6 of the single commissioner's order. Specifically, SC STRONG contends that because the commissioner determined Claimant Willie Simmons was not an employee, the disputed Finding of Fact was "necessarily based on surmise, conjecture, and speculation." (Defendant's Full Commission Brief at 7)

SC STRONG asserts this error of law relating to both Claimant's entitlement to benefits and the calculation of average weekly wages. The commissioner specifically noted he did not find Claimant to be an employee. (See Claimant's argument alleging this was error in his Claimant's Appellate Brief) In the alternative, the commissioner wrote that if

Claimant were an employee, coverage would begin January 14, 2011. (Order at 17) As noted in the same Finding of Fact, Claimant's injury was "undisputed." (Order at 17) Similarly, there is no dispute that the injury occurred on January 14, 2011. (Order at 4) Given the evidence, had the commissioner determined Claimant to be an employee of SC STRONG, Claimant would have been entitled to coverage beginning January 14, 2011. This finding, then, was certainly NOT based on surmise, conjecture, and speculation.

As to the surmise, conjecture, and speculation argument regarding Average Weekly Wages, the only evidence in the record (more thoroughly discussed below) revealed that Claimant worked 6 days a week (as required by SC STRONG) and a comparable wage was \$15 per hour. That the commissioner included this in the disputed Finding of Fact is supported by evidence presented and is, therefore, not the result of surmise, conjecture, and speculation.

Secondly, SC STRONG claims the disputed Finding of Fact contained an error of fact "to the extent that such is not supported by the greater weight of the evidence submitted into the evidentiary record." (Defendants' Full Commission Brief at 8) Specifically, SC STRONG claims the \$15 per hour rate is not supported by the record.

SC STRONG provided the tools used in the daily work assignments, controlled the hours and types of work Claimant performed, and required Claimant and similar workers to forgo other employment as a condition to participation in the program. SC STRONG is paid for the contracting services provided by its participants to carry out controlled, supervised building contracts.

As quoted by SC STRONG, John Hamilton testified that a professional would be

paid \$15 an hour. (Defendant's Brief at 8; May 25, 2011 Tr. P.57, 1.12-22) Mr. Hamilton also noted he prepared the invoice and quotes for outside work performed by SC STRONG residents based on the cost that it would be in the real world. (Commissioner's Order at 7) Using funds from these customers, SC STRONG then provided Claimant with room, board, clothing, meals, etc. That SC STRONG effectively keeps track of monies earned by the participants is supported by SC STRONG's view that residents of the program are restricted from having money to limit the temptations of making bad decisions while they are just coming out of prison. (Order at 9-10)

Mr. Hamilton's testimony regarding the fair value of Claimant's work was the ONLY evidence in the record regarding a compensation rate. The commissioner's finding is, indeed, supported by the greater weight of the evidence.

SC STRONG apparently contends that the commissioner was required to define exactly what work Claimant performed. (Defendants' Brief at 9-10) There is no requirement that a commissioner must outline specific duties in order for worker's compensation to be afforded a claimant. In any case, Defendants themselves note evidence offered by Claimant of his duties: "I guess you can say it's carpentry. Was framing and closing the structure so that the windows will not be there anymore. It was framing in, plywood it up and paint it." (Defendants' Brief at 8; May 25, 2010 Tr. P.64, 1.12-22)

Similarly, SC STRONG claims the commissioner's finding of 6 days per week is unsupported by the evidence. As with the monetary rate, however, the ONLY evidence in the record is that Claimant worked 6 days per week from around 7 am to 3:30 pm. (Commissioner's Order at 10) The commissioner's finding is, indeed, supported by the

greater weight of the evidence.

For the reasons above, Claimant respectfully requests this Appellate Panel refuse to delete the disputed Finding of Fact as urged by SC STRONG.

Respectfully submitted,



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9-22-11

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BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Willie Lee Simmons,	)	W.C.C. FILE NO. 1100764
	)	
Employee/Claimant,	)	
	)	
-vs-	)	
	)	
South Carolina Strong,	)	DEFENDANTS' FULL
	)	COMMISSION
Employer, and	)	RESPONDENT BRIEF
	)	
Hartford Underwriters Insurance Company,	)	
	)	
Carrier,	)	
	)	
Defendants.	)	
_____	)	

STATEMENT OF THE CASE

Please see the Statement of the Case set forth in the Defendants' Full Commission Appellant Brief previously filed with the Commission.

ARGUMENT

As previously outlined, the Defendants contend that the single Commissioner's Decision and Order contains an error of law to the extent that such sets forth hypothetical findings regarding the Claimant's entitlement to benefits under the South Carolina Workers' Compensation Act (hereinafter "SCWCA"), if the Claimant would have been found to be an employee. Aside from Finding of Fact No. 6, which contains an error of law, the remaining portion of the single Commissioner's Decision & Order should be affirmed.

- I. **The single Commissioner did not err with respect to his finding that the Claimant was not an employee of SC Strong.**

The greater weight of the evidence suggests and indicates that the Claimant was a volunteer of SC Strong and not an employee; therefore, he is not entitled to any benefits under the SCWCA. Edens v. Bellini, 359 S.C. 433, 597 S.E.2d 863 (S.C.App. 2004) (Unless an employer-employee relationship exists at the time of the injury, a workers' compensation award is not authorized).

a. The Claimant failed to meet his burden of proving he is an employee of SC Strong under the SCWCA.

The term "employee" is defined by §42-1-130. This section provides, in part, that an employee is any "person engaged in an employment under any appointment, contract of hire, or apprenticeship, expressed or implied..." The phrase "contract of hire" connotes payment, and a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition. See A. Larson, *The Law of Workmen's Compensation*, Section 47.41 (1986). The term "employee" has been interpreted under workers' compensation law as one who works for wages or salary and has a right to demand payment for services. McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds, citing Lucas v. Li'l General Stores, 289 N.C. 212, 221 S.E.2d 257 (1976); Lemmerman v. AT Williams Oil Company, 318 N.C. 577, 350 S.E.2d 83 (1986); see also Doe by Doe v. Greenville Hospital System, 323 S.C. 33, 448 S.E.2d 564 (Ct. App. 1994). Therefore, the Claimant's relationship with SC Strong and any right to demand payment from SC Strong should be analyzed.

In this situation, the greater weight of the evidence shows that the Claimant was a volunteer at SC Strong rather than an employee. According to the SC Strong Program information sheet submitted into the record, SC Strong is a residential self-help

organization where former substance abusers, ex-convicts, and homeless adults can find and develop their strengths through learning--and teaching--academics and vocational skills, as well as personal, interpersonal, and practical "survival" skills. (APA 137). John Tecklenburg, the President of SC Strong, testified at the Hearing and described SC Strong as a non-profit corporation that provides a holistic program to residents that want to change their lives. (Hearing Transcript, pg. 14, line 21- pg. 15, line 15). Mr. Tecklenburg further testified that the program offers educational, social, spiritual, and work training assistance. (Hearing Transcript, pg. 15, lines 15-23). Mr. Tecklenburg testified that SC Strong only has two employees: John Glemser, the executive director, and John Hamilton, essentially a co-executive director. (Hearing Transcript, pg. 16, lines 6-16). Therefore, for purposes of being an Employer, South Carolina Strong only has two employees: John Hamilton and John Glemser.

The Claimant was a resident of SC Strong, not an employee such as John Hamilton and John Glemser. (Hearing Transcript, pg. 22, lines 5-18). John Glemser and John Hamilton engage in SC Strong's service as a self help organization whereas the Claimant was a participant in the program on the date in question. The South Carolina Department of Probation, Parole, and Pardon records show that the Claimant was sentenced in Case Nos. 2009-GS-3200770 and 2009-GS-3200769 to 15 years in the State Department of Corrections for two burglary offenses in the second degree. (APA 132 and 133). On March 19, 2009, Judge Keesley in Lexington County General Sessions Court released the Claimant to probation with the special condition that he complete the SC Strong Program. (APA 132 and 129). The Claimant began the SC Strong Program in May 2010. (APA 127). When he joined the program, the Claimant signed a Resident

Statement wherein he acknowledged that "any work, which I have done, or will do, for South Carolina STRONG, is done as a volunteer without any expectation of remuneration." (APA 134). Therefore, the Claimant freely acknowledged that he had no right to demand payment from SC Strong.

Mr. Tecklenburg testified that the Claimant, as a resident of the program, was provided food, clothing, shelter, and medical attention. (Hearing Transcript, pg. 29, line 23- pg. 30, line 3). He further stated that these items were not provided in lieu of wages. (Hearing Transcript, pg. 30, lines 4-7). Mr. Tecklenburg testified that he is unaware of any resident of Delancey Street Foundation, Delancey Street subsidiaries, or other programs modeled after Delancey Street that have been found to be an employee. (Hearing Transcript, pg. 31, lines 15-21). He further testified that Charleston County and the United States Department of Labor classify the SC Strong residents as volunteer workers. (Hearing Transcript, pg. 32, lines 3-8; APA 136). These classifications should be viewed as persuasive in reviewing the Claimant's relationship with SC Strong.

The Claimant's activities as a resident of SC Strong differ than those of an employee. John Hamilton testified that he is the vocational training supervisor for SC Strong. He testified that he is primarily responsible for running the training schools and supervising the 25 residents. (Hearing Transcript, pg. 34, line 19- pg. 35, line 5). Mr. Hamilton stated that the initial phase of the program consists of the residents working around the house on maintenance for 2-3 months to weed out the people who really want to be in the program. (Hearing Transcript, pg. 50, line 21- pg. 51, line 15). Thereafter, residents earn their way into the immigration process and can participate in one of the training departments: food service, catering, landscaping, construction, education,

finance, supply, functioning committee, or furniture restoration. (Hearing Transcript, pg. 51, line 18- pg. 52, line 8). While the Claimant was under the direction of SC Strong, he was learning skills to transfer into the working world upon his release from the South Carolina Department of Probation, Parole, and Pardon. The Claimant was not performing services as an employee of the self-help organization for purposes of furthering the program.

The Claimant's compensation is also distinguishable from that of an employee under the SCWCA. The Claimant did not receive any compensation whatsoever during his residency at SC Strong. (Hearing Transcript, pg. 54, lines 6-7; pg. 30, lines 4-7). In the Resident Statement signed by the Claimant, he acknowledged that "any remuneration which was, or in the future will be, due because of work which I have performed, or will perform, for South Carolina STRONG, I donate to South Carolina STRONG. This donation is done freely, and without duress." (APA 134). After the Claimant spent 2 months in the house completing the first phase of the program, then Claimant entered the vocational training phase. Although it is true that a resident of SC Strong can earn wages while being a resident in the SC Strong program, it only happens during the final phase of the program, the workout phase, during their 21st month at SC Strong. (Hearing Transcript, pg. 52, lines 10-25). The Claimant was only a resident for 8 months and he never reached such a phase. (Hearing Transcript, pg. 50, line 13- pg. 54, line 5). The Claimant was therefore never paid any wages while he was a resident at SC Strong and he never had any expectation of earnings (Hearing Transcript, pg. 54, lines 6-11).

Alternatively, the single Commissioner found that the Claimant was a gratuitous employee as the Claimant acknowledged that he did not receive or expect to receive any

kind of pay for his services. See Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op, Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994). In accordance with the Shuler and Kirksey decisions, the Claimant was a volunteer and not an “employee” under the SCWCA. As such, the Claimant did not have a contract of employment with SC Strong and he is not entitled to workers' compensation benefits. Id.

b. The Claimant also is not an apprentice under the SCWCA.

The Claimant in his Appellate Brief now asserts that his residency at SC Strong was an apprenticeship; therefore, making his situation different than the California case involving SC Strong's sister company. According to *Merriam-Webster Dictionary*, an apprentice is one who is learning by practical experience under a skilled worker's trade, art, or calling. If the Claimant was indeed an apprentice of SC Strong, he would have been learning the trade of operating a non-profit self help organization. The Claimant, however, was learning a construction skill on the date in question as a court ordered participant in SC Strong. (Hearing Transcript, pg. 63). The Department of Labor reviewed this phase of the training program and concluded that the SC Strong residents are not engaging in work as employees.

The issue of whether the residents are employees arose in the State of California with the Delancey Street Foundation, of which SC Strong is modeled after and receives assistance from. According to the Order in Case No. SFO 0351419, which was submitted

into the record, the privilege of enrolling in Delancey Street rather than being confined in State prison does not amount to an employment relationship in California. (APA 138-142). Therefore, in absence of an employment relationship, Delancey Street was not considered an Employer by the State of California, Department of Industrial Relations Workers' Compensation Appeals Board. (APA 138-142).

A letter to SC Strong from Betty McZorn of Charleston County's Grants Administration, was also submitted into the record. (APA 136). The letter sets forth that the United States Department of Labor has classified the residents of South Carolina Strong assisting in the renovations of 1300 Navy Way, North Charleston, South Carolina as volunteer workers. (APA 136). The letter also sets forth that Bill Poythress, Senior Labor Relations Specialist, opined that the residents of South Carolina Strong are not employees, but are rather volunteers, for purposes of Section 110(a)(b) which describes the enactment or exemption of the Davis-Bacon wage requirements. (APA 136). Further, this letter sets forth that the training agreement between the residents and SC Strong supports that this is a mutual relationship. (APA 136). While the California case and the Department of Labor opinions are not controlling, they are persuasive in finding that the residents of SC Strong are not employees but volunteers.

c. The single Commissioner did not err in finding the Claimant is excluded as a covered employee under the SCWCA.

The Claimant asserts that based on policy, the jurisdictional question of coverage should be resolved on inclusion rather than exclusion of employees; however, "a liberal construction of the evidence cannot be substituted for failure of proof of any essential element of the claim; and the preponderance of evidence rule has been held not to

require, as a matter of law, that doubts arising from the evidence be resolved in favor of one party or the other.” Cross v. Concrete Materials, 236 S.C. 440, 114 S.E.2d 828, 832 (1960). Admittedly according to Mauldin, South Carolina law requires the statutes to be constructed liberally in favor of coverage; however, in Mauldin, the facts were undisputed and only the reasonable doubt as to the statute of limitations was resolved in favor of coverage. Mauldin v. Dyna-Color/Jack Rabbit, 308 S.C. 18, 416 S.E.2d 639 (1992). In this situation, the facts cannot be constructed liberally in favor of establishing an employer-employee relationship.

The employer-employee relationship is a factual question that determines the jurisdiction of the Workers’ Compensation Commission. Shuler at 520, 100 citing Nelson v. Yellow Cab Co., 349 S.C. 589, 594, 564 S.E.2d 110, 112 (2002). Furthermore, coverage depends on the existence of an employment relationship in each fact scenario. Id. In Shuler, two factors were used to analyze if an employment relationship existed: (1) whether the parties recognize each other as employer and employee and (2) whether the employee had a right to demand payment. Id. In this situation at hand, the Resident Statement clearly establishes that the parties did not recognize each other as an employer and employee and, further, that the Claimant had no expectation of payment. (APA 134). Therefore, the facts, even construed liberally, do not support an employer-employee relationship and the Claimant cannot be included as an employee under the SCWCA.

The greater weight of the evidence, however, supports that the Claimant was a gratuitous worker. When a claimant does not receive anything of value sufficient to sustain a finding of employment, the relationship is one of reciprocal gratuity and the claimant is not entitled to workers’ compensation benefits. Kirksey v. Assurance Tire

Company, 311 S.C. 255, 258-259, 428 S.E.2d 721, 723-724 (SC App, 1993). In Kirksey, the employer's daughter neither received or expected to receive any kind of pay for her services, and there was no evidence that the employer had the right of control over his daughter. Similarly, it is well established that the Claimant had no expectation of compensation while participating in SC Strong. (APA 134; Hearing Transcript, pg. 54, lines 6-7 and pg. 30, lines 4-7). Furthermore, the South Carolina Department of Probation, Parole and Pardon was the entity with control over the Claimant pursuant to the Order of Judge Keesley dated March 19, 2009. (APA 132). Therefore, the Claimant's participation in the SC Strong program was that of a volunteer performing gratuitous services during the vocational training phase of the SC Strong program.

d. The facts at hand are distinguishable from those in Wilson v. Georgetown County referenced by the Claimant.

The Claimant cites Wilson v. Georgetown County as support for his argument that the Claimant is an employee; however, the two fact scenarios are distinguishable. Wilson v. Georgetown County, 316 S.C. 92, 447 S.E.2d 841 (1994). In Wilson (decided prior to Shuler discussed herein above), the Claimant was performing window cleaning for the benefit of the courthouse in lieu of serving as a juror pursuant to the court summons. Id. In the situation at hand, the Claimant was not performing construction for the benefit of the entity controlling him, the South Carolina Department of Probation, Parole and Pardon. Instead, the Claimant was participating in a program in which he was an admitted volunteer. (APA 134). Therefore, the Defendants contend that the Claimant's relationship with SC Strong is more comparable to that of the unpaid, volunteer candy stripper found not to be an employee of the hospital. Doe by Doe v. Greenville Hosp. System, 323 S.C. 33, 448 S.E.2d 564 (S.C.App. 1994). Whereas, the

Claimant chose to enroll in SC Strong and he became a resident of the program as a condition to his release on probation. (APA 132 and 135). The Claimant recognized that any activities he performed while participating in the SC Strong program were completed as a volunteer with no expectation of remuneration. (APA 134). In the hypothetical situation that the Claimant was to have been compensated by the South Carolina Department of Probation, Parole or Pardon for the vocational training phase of the SC Strong program, the comparison to the juror performing janitorial services would be more compelling. However, the vocational training in which the Claimant was participating when he was injured was just one phase of the SC Strong program and the Claimant knew he was not entitled to any compensation whatsoever for his participation

Points of Clarification

The Claimant cites evidence from the SC Strong website that is not evidence in the record. At the Hearing before the single Commissioner, the Claimant submitted portions of the SC Strong website dated May 9, 2011 into the record; however, page 5 of the Claimant's Appellate Brief cites information from the SC Strong website on August 30, 2011. The Defendants object to any citation or reference to evidence not properly submitted into the record pursuant to the Administrative Procedures Act. No motion for additional evidence has been filed; therefore, this portion of the Claimant's Appellant Brief should be omitted.

Furthermore, the Claimant asserts on page 3 of his Appellant Brief that the Defendants admitted an employer-employee relationship on the Form 51. An amended Form 51 was filed on behalf of the Defendants on March 16, 2011, wherein the Defendants denied that the Claimant sustained a compensable injury arising out of and in

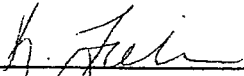
the course of employment with South Carolina Strong as alleged. The Defendants filed a second amended Form 51 on April 25, 2011 denying that the Claimant was an employee of SC Strong and denying that the Claimant sustained a compensable injury arising out of and in the course of employment with SC Strong. In accordance with Regulation 67-610(B)(2), the Defendants moved at the Hearing on May 25, 2011 to proceed based on the second amended Form 51 dated April 25, 2011. As Regulation 67-610(B)(2) sets forth that leave shall be freely given or is so required if there is no prejudice to another party and the Claimant could not set forth any prejudice, the Defendants' Motion was granted by the single Commissioner and the Claimant's objection in that regard was overruled. The Claimant did not appeal the single Commissioner's finding that the Defendants could proceed on such a denial; therefore, the issue of whether the Defendants denied the employer-employee relationship is not before the Full Commission Appellate Panel.

CONCLUSION

For the foregoing reasons, the Defendants respectfully request that the single Commissioner's Decision and Order dated July 12, 2011 be affirmed and only reversed and/or modified in the manner set forth in the Defendants' Appellant Brief.

RESPECTFULLY SUBMITTED:

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October 5, 2011
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I certify this Record on Appeal contains all material proposed to be included by the parties and not any other material. I further certify that I have redacted personal data identifiers and other sensitive information from the record as is required by the August 13, 2007 Order of the South Carolina Supreme Court.

June 25, 2012

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**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM CHARLESTON COUNTY
South Carolina Workers' Compensation Commission**

Derrick L. Williams, Hearing Commissioner

**File No. 1100764
Ct. App. Tracking # 2012207088**

Willie Lee Simmons, Employee, ... Claimant/Appellant,

v.

**SC STRONG, Employer, and Hartford Underwriters Insurance
Company, Carrier Defendants/Respondents.**

APPELLANT'S FINAL BRIEF

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ISSUES ON APPEAL

- I. Did the Commissioner, as affirmed by the Appellate Panel, err in failing to Find as Fact and conclude as a Matter of Law that Claimant was an employee of the South Carolina STRONG, rather than a volunteer?¹
- II. Did the Commissioner, as affirmed by the Appellate Panel, err in failing to liberally construe the law and facts in favor of coverage?

STATEMENT OF THE CASE

This matter was heard by Commissioner Derrick Williams on May 27, 2011. Commissioner Williams' order found, among other things, that Claimant was not an employee of Defendant SC STRONG. (R.8 - July 12, 2011 Order).

Claimant filed a Form 30 requesting the Appellate Panel reverse. (R.31) Specifically, Claimant asked:

1. Did the single Commissioner err in failing to Find as Fact and conclude as a Matter of Law that the Claimant was an employee of the employer (defendant) South Carolina STRONG, rather than a volunteer? (See Findings of Facts #2, 3, 4, 5, 6, and 8); Conclusions of law #1, 2, 3, 4, and 5) (Final section stating award/decision also appealed).
2. Did the Commissioner err in failing to liberally construe law and fact, in favor of coverage of the Claimant, by the Act?

(R.31 - Claimant's Form 30)

Defendants also filed a Form 30 contesting the Commissioner's Finding of Fact #6.

(R.32) In that Finding, the Commissioner wrote:

It is undisputed that the Claimant sustained an injury and had he been found to be an employee (which I specifically do not find), he would have been entitled to temporary total disability from January 14, 2011 to the present and continuing, medical treatment for his injuries, and reimbursement for medical expenses to date. His average weekly wage and resulting compensation rate would have been based on working 6 days per week at \$15.00 per hour.

¹Findings of Facts #2, 3, 4, 5, 6, and 8; Conclusions of law #1, 2, 3, 4, and 5.

However, as stated above, I do not find that he is an employee.

(R.24 - Commissioner's Order at 17) (emphasis in original).

The Appellate Panel omitted the above-quoted paragraph #6, affirmed the remaining portions of the Commissioner's Order, and made what remained the Order of the Appellate Panel. (R. 7 - Appellate Order at 7)

Claimant appeals.

STATEMENT OF THE FACTS

On January 14, 2011, Willie Lee Simmons (Claimant) slipped on ice and fell approximately 30 feet off a roof. (R.16-17 - Order at 9-10) Claimant's injuries were substantial, including a head laceration requiring sutures and a fractured cervical vertebrae. (R.17 - Order at 10) At the time of the accident, Claimant was a participant in the South Carolina STRONG program, a non-profit corporation that provides a residential setting with educational opportunities, as well as work training and work opportunities to participants. (R.17 - Order at 10)

SC STRONG provides room and board, educational and counseling services for individuals on parole, to train and work on building projects. (R.12-13 - Order at 5-6) SC STRONG provided the tools used in the daily work assignments, controlled the hours and types of work Claimant performed, and required Claimant and similar workers to forgo other employment as a condition to participation in the program. (R.12-13 - Order at 5-6) SC STRONG is paid for the contracting services provided by its participants to carry out controlled, supervised building contracts. (R.13 - Order at 6)

In an acceptance letter to Claimant, SC STRONG wrote:

South Carolina STRONG is now providing a much needed opportunity for South Carolinians willing to make a minimum two year commitment to change their lives. . . . After speaking with you during our February 4, 2009 interview, we have decided that you have expressed enough of a sincere desire to change your life that we are willing to work with you toward that end. The two-year commitment required for this is made by both you and our family

(R.220 - Acceptance Letter)

When the time came for Claimant to move in to the facilities, he was required to sign a Resident Statement. In this form, Claimant agreed:

(1) Any remuneration which was, or in the future will be, due because of work which I have performed, or will perform, for South Carolina STRONG, I donate to South Carolina STRONG. This donation is done freely, and without duress.

(2) Any work, which I have done, or will do, for South Carolina STRONG, is done as a volunteer without any expectation of remuneration.

(3) Notwithstanding paragraphs (1) and (2) above, if any governmental body determines that I am not a volunteer or cannot donate to South Carolina STRONG any remuneration which might be due to me from South Carolina STRONG, then I state that I was more than adequately paid by room, board, and services that I received from South Carolina STRONG including counseling, vocational training, entertainment, clothing, medical² and dental services, education, rehabilitation, transportation, recreational and legal services, which have, and will be, provided to me by South Carolina STRONG free of charge for the duration of my time as a resident of South Carolina STRONG.

(R.245 - Resident Statement)

The SC STRONG program initially admitted the employer-employee relationship.

(R.28 - Form 51) It, thereafter, amended the Form 51 to deny that relationship and has since

² SC STRONG's John Hamilton explained the organization did not pay Claimant's hospital bills because "Our insurance company informed us not to." (R.77 - May 25, 2011 Tr. P.45, 1.7-8)

refused to be responsible for any medical bills or other worker's compensation benefits.

ARGUMENT

I. The Commissioner, as affirmed by the Appellate Panel, erred in failing to Find as Fact and conclude as a Matter of Law that Claimant was an employee of the SCStrong for purposes of Worker's Compensation laws.

The Commissioner determined Claimant was not an employee. (R.24 - Order at 17) Instead, the Commissioner determined he was a "volunteer and/or a gratuitous worker, similar to Shuler, Kirksey and McCreery." (R.22 - Order at 15) "The phrase 'contract of hire' connotes payment, and a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition." (R.23 - Order at 16) Claimant contends physical monies changing hands is not required under South Carolina law.

In South Carolina, an employee is defined as:

The term "employee" means every person engaged in an employment under **any** appointment, contract of hire, or **apprenticeship**, expressed or implied, oral or written . . . but excludes a person whose employment is both casual and not in the course of the trade, business, profession, or occupation of his employer . . .

S.C. Code Ann. § 42-1-130 (1976, as amended).

Under South Carolina law, the primary consideration in determining whether an employer/employee relationship exists is whether the alleged employer has the right to control the employee in the performance of the work and the manner in which it is done. Kilgore Group, Inc. v. South Carolina Employment Sec. Comm'n, 313 S.C. 65, 68, 437 S.E.2d 48, 49 (1993) (citing Felts v. Richland County, 303 S.C. 354, 400 S.E.2d 781 (1991)).

" The test is not the actual control exercised, but whether there exists the right and authority

to control and direct the particular work or undertaking." Id. The four principal factors indicating the right of control are (1) direct evidence of the right to, or exercise of, control; (2) the method of payment; (3) the furnishing of equipment; and (4) the right to fire. South Carolina Workers' Comp. Comm'n v. Ray Covington Realtors, Inc., 318 S.C. 546, 459 S.E.2d 302 (1995); Tharpe v. G.E. Moore Co., 254 S.C. 196, 174 S.E.2d 397 (1970).

SC STRONG does not dispute that it exercised control of the participants. Neither does SC STRONG dispute it furnished equipment to the participants. (In fact, it paid an \$8000 fine for OSHA violations for not providing harnesses and helmets following an investigation into Claimant's accident.) (R.16 - Order at 9) It does not seemingly challenge it's ability to fire, though SC STRONG does not use that word. In lieu of "firing" a participant, the participants may be asked to leave the residence which necessarily means no further jobs. The crux of the argument focuses on the method of payment, in this case, lack of monetary payment.

South Carolina law, however, does not require a particular form of payment. In Wilson v. Georgetown County, 316 S.C. 92, 447 S.E.2d 841 (1994), our supreme court found the requisite employment relationship between that claimant and the county. Id. Mr. Wilson reported for jury duty. Id. Because of his religious beliefs, he explained to the court that he could not sit in judgment of others. Id. The court allowed Mr. Wilson to perform alternate service which consisted of janitorial work. Id. While washing the outside court windows, Mr. Wilson slipped and fell from a ladder resulting in a back injury. Id. Although no payment was at issue, the supreme court found Mr. Wilson received the benefit of performing alternate work in lieu of jury service and that work was labor for the benefit of

the county. Id. The supreme court held that Mr. Wilson was entitled to worker's compensation benefits. Id.

Similarly, Claimant in the instant case, was performing work for the benefit of SC STRONG as the company billed customers for the participants' work. (R.14 - Order at 7)

As explained on their website:

Residents working within the environment to care for all our needs receive no salary, and in consideration for which they receive their housing, clothing, education, entertainment and all services at no cost. Three months prior to graduation, residents get jobs outside the SC STRONG complex. We set aside 50% of each paycheck to cushion the cost of the return to the community at large, and 50% goes to SC STRONG to cover room, board, clothing, etc. . . . The ultimate objective of SC STRONG is to be completely self-sufficient (60% of our annual budget) through our income producing training schools.

(R.260-267 - www.southcarolinastrong.org (May 9, 2011)).

Using funds from these customers, SC STRONG then provided Claimant with room, board, clothing, meals, etc. That SC STRONG effectively keeps track of monies earned by the participants is supported by SC STRONG's view that residents of the program are restricted from having money to limit the temptations of making bad decisions while they are just coming out of prison. (R.16-17 - Order at 9-10) In fact, after being accepted into the program, participants are required to apply for food stamps which were then turned over to SC STRONG "because we were not allowed to keep those." (R.94 - May 25, 2011 Tr. P. 62, 1.1-4) That Claimant physically did not touch those funds simply does not mean he did not receive the tangible benefits of his work.

In fact, Mr. Hamilton of SC STRONG explained the process:

And you would get your first job So, you would get a regular job, just

like anyone else would, within the foundation. So, typically the first job would be in either construction or landscaping or both. . . You would get up and go to work every day . . . So, after the first time you get a job - three or four times a year we change jobs. Everyone changes jobs. . . I depended on [Claimant] as an extremely hard worker and smart.

(R.83 - May 25, 2011 Tr. P. 51, 1.18 - Tr. P.54, 1.4 (emphasis added)).

The Commissioner relied on Kirksey v. Assurance Tire Co., 311 S.C. 255, 428 S.E.2d 721 (1994). In that case, the court found the business owner's daughter was a gratuitous worker (adopting the majority rule), noting there was no allegation of payment in any form and the daughter helped her father because he was in bad financial shape. That case is inapposite. First of all, it was decided a mere months before Wilson, supra. Although Mr. Wilson was not actually paid for his janitorial service, he received a benefit tantamount to payment. Thus, a tangible benefit can be a proper form of payment for worker's compensation issues relating to the employer/employee relationship.

The court of appeals' analysis of the existence of an employment relationship confuses the "gratuitous worker" doctrine by stating that the "benefits and compensation [given to Petitioner] constitute gratuitous payments." Shuler, 374 S.C. at 524, 649 S.E.2d at 102. We take this opportunity to clarify that doctrine.

According to Larson's Workers' Compensation Law, which this Court relied upon in Kirksey, gratuitous employees are those who "neither receive nor expect to receive any kind of pay for their services." 3 Larson's Workers' Compensation Law §§ 65.01 (2009). Thus, the term "gratuitous," in this context, normally is used to describe the nature of the work being performed, not the nature of the compensation received.

Shuler v. Tri-County Electric Co-Op, 385 S.C. 470, 684 S.E.2d 765 (2009)(emphasis added).

Even though the Commissioner cited this case in support of his findings, the case more supports Claimant's position that physically being handed money is unnecessary. As

noted above, “gratuitous” does not describe the nature of the compensation received. In exchange for his work, SC STRONG billed customers, collected funds, then used those funds to provide housing, meals, clothing, and entertainment for participants because it did not want them tempted by physically having the funds. While the participants did not have the right to demand monetary payments, under the program’s plan, they did have the right to demand a bed to sleep in, food to eat, and clothes to wear.

Next, the Commissioner relied on McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds, 303 S.C. 271, 400 S.E.2d 130 (1990). In that case, Mr. McCreery admitted donating his labor in the construction of the church. “There is no evidence he was paid wages or had a right to demand payment. There is also no evidence Mr. McCreery entered into a tithing agreement . . . so that his work could be considered as a credit toward his tithe obligation.” As with Shuler, this case predates Wilson. The court in McCreery, however, does indicate that something other than actual, physical money is sufficient to satisfy the compensation prong in definition of employee. The quote above suggests that a tithing agreement seeking credit from his work against his tithing obligation would support a finding of sufficient payment for worker’s compensation purposes. Like Shuler, this case actually supports Claimant’s contention that the room, board, clothing, educational/vocational training are sufficient to support a finding that Claimant is an employee for worker’s compensation purposes.

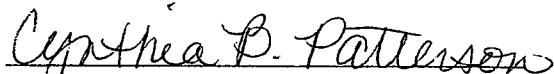
SC STRONG relies on a letter from the Department of Labor to supports its contention that participants are not employees. (DOL letter) The question asked of and answered by the Department, however, was whether the program was subject to the payroll

upon which jurisdiction is dependent. Wilson v. Georgetown County, 316 S.C. 92, 447 S.E.2d 841 (1994); Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct. App. 1996). It is South Carolina's policy to resolve jurisdictional questions in favor of inclusion of employees within workers' compensation coverage rather than exclusion. Shuler v. Tri-County Elec. Co-op, 385 S.C. 470, 684 S.E.2d 765 (2009); Hill v. Eagle Motor Lines, 373 S.C. 422, 645 S.E.2d 424 (2007); Pilgrim v. Eaton, 391 S.C. 38, 703 S.E.2d 241 (Ct. App. 2010). Clearly, the Commissioner erred by not resolving this jurisdictional question in favor of coverage.

CONCLUSION

For the reasons above, Claimant respectfully requests this court reverse the findings of the Appellate Panel's Order affirming the Commissioner's Order.

Respectfully submitted,


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STATEMENT OF THE CASE

On May 25, 2011, a Hearing was held before Commissioner Derrick L. Williams in North Charleston, South Carolina to address the issues set forth within the Forms 50 and 51 filed by the respective parties at issue. (R.pp. 27-30). The Claimant alleged that he sustained injuries to his head and cervical spine while performing services arising out of and in the course of employment with South Carolina Strong on January 14, 2011. (R.p. 27). Specifically, the Claimant alleged that he sustained the aforementioned injuries as a result of falling approximately 30 feet after slipping on a patch of ice on a roof. (R.p. 27). In connection therewith, the Claimant requested additional medical care and treatment for his alleged injuries, as well as the payment of temporary total disability benefits at a rate based on the earnings of a similarly situated employee. (R.p. 27).

The Defendants filed a Form 51 on March 2, 2011, wherein they denied that the Claimant was an employee of South Carolina Strong, as well as the allegation that the Claimant sustained a compensable injury arising out of and in the course of employment on January 14, 2011. (R.p. 28). An Amended Form 51 was filed on March 16, 2011, wherein the Defendants again denied that the Claimant sustained a compensable injury arising out of and in the course of employment with South Carolina Strong as alleged. (R.p. 29). The Defendants filed a second Amended Form 51 on April 25, 2011, wherein they denied that the Claimant was an employee of South Carolina Strong, as well as the allegation that the Claimant sustained a compensable injury arising out of and in the course of employment on January 14, 2011. (R.p. 30). In accordance with Regulation 67-610(B)(2), the Defendants moved at the May 25, 2011 Hearing to proceed based on the

second Amended Form 51 dated April 25, 2011. (R.p. 39). As Regulation 67-610(B)(2) sets forth that leave shall be freely given when justice so requires if there is no prejudice to another party, and the Claimant failed to set forth any such prejudice, the Defendants' Motion was granted by the single Commissioner and the Claimant's objection in that regard was overruled. (R.p. 39). No appeal has been filed concerning this issue.

At the Hearing, the Claimant asserted that the average weekly wage and compensation rate would need to be determined based on the testimony of the witnesses. (R.p. 39). The Defendants asserted that the Claimant did not have an average weekly wage and compensation rate, as he was not an employee of South Carolina Strong and did not earn or expect to earn wages. (R.p. 45). In this regard, it is noteworthy that the Form 50 filed by the Claimant indicated that he was never paid by South Carolina Strong. (R.p. 27).

Although South Carolina Strong denied being subject to the Workers' Compensation Act as the Employer of the Claimant, the parties stipulated that jurisdiction is proper with the Commission for determination of the issue. The parties stipulated that an incident occurred on the date in question, although the extent of the injury was disputed. (R.p. 40). The parties also stipulated that venue was proper in Charleston County. The Claimant's Administrative Procedures Act submissions were entered into the evidentiary record without objection. (R.p. 36). The Claimant objected to the Defendants' Administrative Procedures Act Submission No. 6, which contained documents concerning the Claimant obtained from the South Carolina Department of Probation, Parole, and Pardon. (R.pp. 35-36). The single Commissioner overruled such

objection, as the records were pertinent to the determination of the Claimant's type of relationship with the South Carolina Strong program. (R.p. 37).

Thereafter, the single Commissioner issued his Decision and Order, wherein he set forth the following Findings of Fact:

1. All parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act[;]
2. Based on the evidence as a whole, I do not find that the Claimant has sustained his burden of proving that he was an employee of South Carolina Strong under the Act. Specifically, the greater weight of the evidence shows that he was a volunteer and/or a gratuitous worker, similar to the Shuler, Kirksey and McCreery cases. (Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994), Shuler v. Tri-County Electric Co-Op., 385 S.C. 470, 684 S.E.2d 765 (SC 2009), and McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990)). Moreover, the Claimant's Resident Statement, the testimony of John Tecklenberg, and the testimony of John Hamilton support the finding that the Claimant was a volunteer and not an employee[;]
3. The Claimant failed to prove that he was an employee of South Carolina Strong at the time of his injury due to the fact that he was volunteering his services to South Carolina Strong at the time of this injury (McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990)). Although McCreery was reversed by the Supreme Court, the court stated it was not addressing the Court of Appeals' holding regarding whether a volunteer was covered under the Act.
4. The term "employee" is defined by §42-1-130. This section provides, in part, that an employee is any "person engaged in an employment under any appointment, contract of hire, or apprenticeship, expressed or implied..." The phrase "contract of hire" connotes payment, and a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition. (See A. Larson, *The Law of Workmen's Compensation*, Section 47.41 (1986)). The North Carolina Supreme Court has interpreted the term "employee" under its workers' compensation law as one who works for wages or salary and has a right to demand payment for services. (McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds, citing Lucas v. Li'l General Stores, 289 N.C. 212, 221 S.E.2d 257 (1976); Lemmerman v. AT Williams Oil Company, 318 N.C. 577, 350 S.E.2d 83

(1986); see also Doe by Doe v. Greenville Hospital System, 323 S.C. 33, 448 S.E.2d 564 (Ct. App. 1994));]

5. The following decisions, Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op., Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994) govern this claim. Pursuant to the Shuler and Kirksey decisions, the undersigned Commissioner hereby finds and concludes that the Claimant was a volunteer and not an "employee" as required pursuant to the South Carolina Workers' Compensation Act. As a result, the Claimant did not have a contract of employment with South Carolina Strong and he is not entitled to workers' compensation benefits[;]
6. It is undisputed that the Claimant sustained an injury and had he been found to be an employee (which I specifically do not find), he would have been entitled to temporary total disability from January 14, 2011 to the present and continuing, medical treatment for his injuries, and reimbursement for medical expenses to date. His average weekly wage and resulting compensation rate would have been based on working 6 days per week at \$15.00 per hour. However, as stated above, I do not find that he is an employee[;]
7. This ruling has no impact on any potential civil remedies that the Claimant may pursue[; and]
8. All benefits under the South Carolina Workers' Compensation Act are hereby denied.

As support for the aforementioned Findings, the single Commissioner issued the following Conclusions of Law:

1. Under §42-1-130, the Claimant was not a covered employee, and under §42-1-140, the Employer was not a covered employer at the time in question[;]
2. The Claimant failed to establish an employer/employee relationship under §42-1-130[;]
3. Pursuant to §42-1-130, Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op., Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264

(1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994) the Claimant is a volunteer/gratuitous worker and not an employee[;]

4. Under §42-15-60, the Claimant is not entitled to any medical benefits under the Workers' Compensation Act[; and]
5. Under §42-9-10, §42-9-20, §42-9-30, §42-9-260, and Regulations 67-501 through 510, the Claimant is not entitled to any compensation benefits under the Workers' Compensation Act.

(R.pp. 8-26).

Thereafter, both parties timely filed a Notice of Appeal with the South Carolina Workers' Compensation Commission. (R.pp. 31-32). Oral Arguments were held on November 15, 2011. The Appellate Panel issued a Decision and Order dated December 20, 2011 adopting the above Order of the single Commissioner with the exception of Finding of Fact No. 6. (R.pp. 1-7). From the December 20, 2011 Decision and Order, the Appellant appeals to this Honorable Court.

STANDARD OF REVIEW

The Administrative Procedures Act establishes the standard for judicial review of the Workers' Compensation Commission's decisions. *Lark v. Bi-Lo, Inc.*, 276 S.C. 130, 134-135, 276 S.E.2d 304, 306 (1981). The Appellate Court can reverse or modify a decision if the findings and conclusions of the agency are affected by error of law, clearly erroneous in view of the reliable, probative and substantial evidence on the whole record, or arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion." *See Gray v. Club Group, Ltd.*, 339 S.C. 173, 528 S.E.2d 435 (Ct. App. 2000); *See also* S.C. Code Ann. §1-23-380(G) (1986, as amended). In considering an appeal from a Decision and Order of the Commission, the Court's role is of an appellate capacity and is limited to deciding whether the Commission's decision is

supported by substantial evidence or is controlled by some error of law. *See Rogers v. Kunja Knitting Mills Co.*, 312 S.C. 377, 440 S.E.2d 401, re-hearing denied (Ct. App. 1994). In an appeal from the Commission, the Court may not substitute its judgment for that of the Commission as to the weight of the evidence on questions of fact, but may reverse where the decision is affected by an error of law. *See Gibson v. Spartanburg School Dist. No. 3*, 338 S.C. 510, 526 S.E.2d 725 (Ct. App. 2000), citing S.C. Code Ann. § 1-23-380(a)(6) (1976, as amended). A decision of the Commission must be affirmed if factual findings are supported by substantial evidence. *See Stokes v. First National Bank*, 306 S.C. 46, 410 S.E.2d 248 (1991).

Substantial evidence is not a mere scintilla of evidence, nor the evidence viewed blindly from one side of the case, but is evidence which, considering the record as a whole, would allow reasonable minds to reach the conclusion the administrative agency reached in order to justify its action. *Pratt v. Morris Roofing, Inc.*, 357 S.C. 619, 622, 594 S.E.2d 272, 274 (2004). Substantial evidence is that evidence which would require refusal to direct a verdict if the matter were before a jury and is something less than the weight of the evidence. *See Hoxit v. Michelin Tire Corporation*, 304 S.C. 461, 405 S.E.2d 407 (1991). The possibility of drawing two inconsistent conclusions from the evidence does not prevent administrative findings from being supported by substantial evidence. *Id.* If the factual findings of the Commission are supported by substantial evidence, the Commission's conclusions must be affirmed. *See Ross v. American Red Cross*, 298 S.C. 490, 381 S.E.2d 728 (1989).

ARGUMENT

I. There is substantial evidence to support the Full Commission's finding that the Claimant was not an employee of SC Strong.

The greater weight of the evidence suggests and indicates that the Claimant was a volunteer of SC Strong and not an employee; therefore, he is not entitled to any benefits under the SCWCA. Edens v. Bellini, 359 S.C. 433, 597 S.E.2d 863 (S.C.App. 2004) (Unless an employer-employee relationship exists at the time of the injury, a workers' compensation award is not authorized).

a. The Claimant failed to meet his burden of proving he is an employee of SC Strong under the SCWCA.

The term "employee" is defined by §42-1-130. This section provides, in part, that an employee is any "person engaged in an employment under any appointment, contract of hire, or apprenticeship, expressed or implied..." The phrase "contract of hire" connotes payment, and a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition. See A. Larson, *The Law of Workmen's Compensation*, Section 47.41 (1986). The term "employee" has been interpreted under workers' compensation law as one who works for wages or salary and has a right to demand payment for services. McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds, citing Lucas v. Li'l General Stores, 289 N.C. 212, 221 S.E.2d 257 (1976); Lemmerman v. AT Williams Oil Company, 318 N.C. 577, 350 S.E.2d 83 (1986); see also Doe by Doe v. Greenville Hospital System, 323 S.C. 33, 448 S.E.2d 564 (Ct. App. 1994). Therefore, the Claimant's relationship with SC Strong and any right to demand payment from SC Strong should be analyzed.

In this situation, the greater weight of the evidence shows that the Claimant was a volunteer at SC Strong rather than an employee. According to the SC Strong Program information sheet submitted into the record, SC Strong is a residential self-help organization where former substance abusers, ex-convicts, and homeless adults can find and develop their strengths through learning--and teaching--academics and vocational skills, as well as personal, interpersonal, and practical "survival" skills. (R.p. 281; APA 137). John Tecklenburg, the President of SC Strong, testified at the Hearing and described SC Strong as a non-profit corporation that provides a holistic program to residents that want to change their lives. (R.pp. 46-47; Hearing Transcript, pg. 14, line 21- pg. 15, line 15). Mr. Tecklenburg further testified that the program offers educational, social, spiritual, and work training assistance. (R.p. 47; Hearing Transcript, pg. 15, lines 15-23). Mr. Tecklenburg testified that SC Strong only has two employees: John Glemser, the executive director, and John Hamilton, essentially a co-executive director. (R.p. 48; Hearing Transcript, pg. 16, lines 6-16). Therefore, for purposes of being an Employer, South Carolina Strong only has two employees: John Hamilton and John Glemser.

The Claimant was a resident of SC Strong, not an employee such as John Hamilton and John Glemser. (R.p. 54; Hearing Transcript, pg. 22, lines 5-18). John Glemser and John Hamilton engage in SC Strong's service as a self help organization whereas the Claimant was a participant in the program on the date in question. The South Carolina Department of Probation, Parole, and Pardon records show that the Claimant was sentenced in Case Nos. 2009-GS-3200770 and 2009-GS-3200769 to 15 years in the State Department of Corrections for two burglary offenses in the second

degree. (R.pp. 276-277; APA 132 and 133). On March 19, 2009, Judge Keesley in Lexington County General Sessions Court released the Claimant to probation with the special condition that he complete the SC Strong Program. (R.pp. 276 and 273; APA 132 and 129). The Claimant began the SC Strong Program in May 2010. (R.p. 271; APA 127). When he joined the program, the Claimant signed a Resident Statement wherein he acknowledged that "any work, which I have done, or will do, for South Carolina STRONG, is done as a volunteer without any expectation of remuneration." (R.p. 278; APA 134). Therefore, the Claimant freely acknowledged that he had no right to demand payment from SC Strong.

Mr. Tecklenburg testified that the Claimant, as a resident of the program, was provided food, clothing, shelter, and medical attention. (R.pp. 61-62; Hearing Transcript, pg. 29, line 23- pg. 30, line 3). He further stated that these items were not provided in lieu of wages. (R.p. 62; Hearing Transcript, pg. 30, lines 4-7). Mr. Tecklenburg testified that he is not aware of any resident of Delancey Street Foundation, Delancey Street subsidiaries, or other programs modeled after Delancey Street that have been found to be an employee. (R.p. 63; Hearing Transcript, pg. 31, lines 15-21). He further testified that Charleston County and the United States Department of Labor classify the SC Strong residents as volunteer workers. (R.p. 64 and 280; Hearing Transcript, pg. 32, lines 3-8; APA 136). These classifications should be viewed as persuasive in reviewing the Claimant's relationship with SC Strong.

The Claimant's activities as a resident of SC Strong differ than those of an employee. John Hamilton testified that he is the vocational training supervisor for SC Strong. He testified that he is primarily responsible for running the training schools and

supervising the 25 residents. (R.pp. 66-67; Hearing Transcript, pg. 34, line 19- pg. 35, line 5). Mr. Hamilton stated that the initial phase of the program consists of the residents working around the house on maintenance for 2-3 months to weed out the people who really want to be in the program. (R.pp. 82-83; Hearing Transcript, pg. 50, line 21- pg. 51, line 15). Thereafter, residents earn their way into the immigration process and can participate in one of the training departments: food service, catering, landscaping, construction, education, finance, supply, functioning committee, or furniture restoration. (R.pp. 83-84; Hearing Transcript, pg. 51, line 18- pg. 52, line 8). While the Claimant was under the direction of SC Strong, he was learning skills to transfer into the working world upon his release from the South Carolina Department of Probation, Parole, and Pardon. The Claimant was not performing services as an employee of the self-help organization for purposes of furthering the program.

The Claimant's compensation is also distinguishable from that of an employee under the SCWCA. The Claimant did not receive any compensation whatsoever during his residency at SC Strong. (R.pp. 86 and 62; Hearing Transcript, pg. 54, lines 6-7; pg. 30, lines 4-7). In the Resident Statement signed by the Claimant, he acknowledged that "any remuneration which was, or in the future will be, due because of work which I have performed, or will perform, for South Carolina STRONG, I donate to South Carolina STRONG. This donation is done freely, and without duress." (R.p. 278; APA 134). After the Claimant spent 2 months in the house completing the first phase of the program, then Claimant entered the vocational training phase. Although it is true that a resident of SC Strong can earn wages while being a resident in the SC Strong program, it only happens during the final phase of the program, the workout phase, during their 21st month

at SC Strong. (R.p. 84; Hearing Transcript, pg. 52, lines 10-25). The Claimant was only a resident for 8 months and he never reached such a phase. (R.pp. 82-86; Hearing Transcript, pg. 50, line 13- pg. 54, line 5). The Claimant was therefore never paid any wages while he was a resident at SC Strong and he never had any expectation of earnings (R.p. 86; Hearing Transcript, pg. 54, lines 6-11).

Alternatively, the single Commissioner found that the Claimant was a gratuitous employee as the Claimant acknowledged that he did not receive or expect to receive any kind of pay for his services. See Shuler v. Tri-County Electric Co-Op, Inc., 374 S.C. 516, 649 S.E.2d 98 (2008) as affirmed and modified by Shuler v. Tri-County Electric Co-Op, Inc., 385 S.C. 470, 684 S.E.2d 765 (S.C. 2009), McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (1989), reversed on other grounds by 303 S.C. 271, 400 S.E.2d 130 (1990), and Kirksey v. Assurance Tire Company, 311 S.C. 255, 428 S.E.2d 721 (1994). In accordance with the Shuler and Kirksey decisions, the Claimant was a volunteer and not an “employee” under the SCWCA. As such, the Claimant did not have a contract of employment with SC Strong and he is not entitled to workers' compensation benefits. Id.

b. The substantial evidence does not support a finding that the Appellant is an apprentice under the SCWCA.

The Claimant in his Appellate Brief now asserts that his residency at SC Strong was an apprenticeship; therefore, making his situation different than the California case involving SC Strong's sister company. According to *Merriam-Webster Dictionary*, an apprentice is one who is learning by practical experience under a skilled worker's trade, art, or calling. If the Claimant was indeed an apprentice of SC Strong, he would have been learning the trade of operating a non-profit self help organization. The Claimant,

however, was learning a construction skill on the date in question as a court ordered participant in SC Strong. (R.p. 95; Hearing Transcript, pg. 63). The Department of Labor reviewed this phase of the training program and concluded that the SC Strong residents are not engaging in work as employees. (R.p. 280).

The issue of whether the residents are employees arose in the State of California with the Delancey Street Foundation, of which SC Strong is modeled after and receives assistance from. According to the Order in Case No. SFO 0351419, which was submitted into the record, the privilege of enrolling in Delancey Street rather than being confined in State prison does not amount to an employment relationship in California. (R.pp. 282-286; APA 138-142). Therefore, in absence of an employment relationship, Delancey Street was not considered an Employer by the State of California, Department of Industrial Relations Workers' Compensation Appeals Board. (R.pp. 282-286; APA 138-142).

A letter to SC Strong from Betty McZorn of Charleston County's Grants Administration, was also submitted into the record. (R.p. 280; APA 136). The letter sets forth that the United States Department of Labor has classified the residents of South Carolina Strong assisting in the renovations of 1300 Navy Way, North Charleston, South Carolina as volunteer workers. (R.p. 280; APA 136). The letter also sets forth that Bill Poythress, Senior Labor Relations Specialist, opined that the residents of South Carolina Strong are not employees, but are rather volunteers, for purposes of Section 110(a)(b) which describes the enactment or exemption of the Davis-Bacon wage requirements. (R.p. 280; APA 136). Further, this letter sets forth that the training agreement between the residents and SC Strong supports that this is a mutual relationship. (R.p. 280; APA

136). The California case and the Department of Labor opinions are persuasive in finding that the residents of SC Strong are not employees but rather are volunteers.

c. The Full Commission did not err in finding the Claimant is excluded as a covered employee under the SCWCA.

The Claimant asserts that based on policy, the jurisdictional question of coverage should be resolved on inclusion rather than exclusion of employees; however, "a liberal construction of the evidence cannot be substituted for failure of proof of any essential element of the claim; and the preponderance of evidence rule has been held not to require, as a matter of law, that doubts arising from the evidence be resolved in favor of one party or the other." Cross v. Concrete Materials, 236 S.C. 440, 114 S.E.2d 828, 832 (1960). Admittedly according to Mauldin, South Carolina law requires the statutes to be constructed liberally in favor of coverage; however, in Mauldin, the facts were undisputed and only the reasonable doubt as to the statute of limitations was resolved in favor of coverage. Mauldin v. Dyna-Color/Jack Rabbit, 308 S.C. 18, 416 S.E.2d 639 (1992). In this situation, the facts cannot be constructed liberally in favor of establishing an employer-employee relationship.

The employer-employee relationship is a factual question that determines the jurisdiction of the Workers' Compensation Commission. Shuler at 520, 100 citing Nelson v. Yellow Cab Co., 349 S.C. 589, 594, 564 S.E.2d 110, 112 (2002). Furthermore, coverage depends on the existence of an employment relationship in each fact scenario. Id. In Shuler, two factors were used to analyze if an employment relationship existed: (1) whether the parties recognize each other as employer and employee and (2) whether the employee had a right to demand payment. Id. In this situation at hand, the Resident Statement clearly establishes that the parties did not recognize each other as an employer

and employee and, further, that the Claimant had no expectation of payment. (R.p. 278; APA 134). Therefore, the facts, even construed liberally, do not support an employer-employee relationship and the Claimant cannot be included as an employee under the SCWCA.

The greater weight of the evidence supports that the Claimant was a gratuitous worker. When a claimant does not receive anything of value sufficient to sustain a finding of employment, the relationship is one of reciprocal gratuity and the claimant is not entitled to workers' compensation benefits. Kirksey v. Assurance Tire Company, 311 S.C. 255, 258-259, 428 S.E.2d 721, 723-724 (SC App, 1993). In Kirksey, the employer's daughter neither received nor expected to receive any kind of pay for her services, and there was no evidence that the employer had the right of control over his daughter. Similarly, it is well established that the Claimant had no expectation of compensation while participating in SC Strong. (R.pp. 278, 86, and 62; APA 134; Hearing Transcript, pg. 54, lines 6-7 and pg. 30, lines 4-7). Furthermore, the South Carolina Department of Probation, Parole and Pardon was the entity with control over the Claimant pursuant to the Order of Judge Keesley dated March 19, 2009. (R.p. 276; APA 132). Therefore, the Claimant's participation in the SC Strong program was that of a volunteer performing gratuitous services during the vocational training phase of the SC Strong program.

d. This case is distinguishable from the facts in Wilson v. Georgetown County.

The Claimant cites Wilson v. Georgetown County as support for his argument that the Claimant is an employee; however, the two fact scenarios are distinguishable. Wilson v. Georgetown County, 316 S.C. 92, 447 S.E.2d 841 (1994). In Wilson (decided prior to Shuler discussed herein above), the Claimant was performing window cleaning

for the benefit of the courthouse in lieu of serving as a juror pursuant to the court summons. Id. In the situation at hand, the Claimant was not performing construction for the benefit of the entity controlling him, the South Carolina Department of Probation, Parole and Pardon. Instead, the Claimant was participating in a program in which he was an admitted volunteer. (R.p. 278; APA 134). Therefore, the Defendants contend that the Claimant's relationship with SC Strong is more comparable to that of the unpaid, volunteer candy stripper found not to be an employee of the hospital. Doe by Doe v. Greenville Hosp. System, 323 S.C. 33, 448 S.E.2d 564 (S.C.App. 1994). Whereas, the Claimant chose to enroll in SC Strong and he became a resident of the program as a condition to his release on probation. (R.pp. 276 and 279; APA 132 and 135). The Claimant recognized that any activities he performed while participating in the SC Strong program were completed as a volunteer with no expectation of remuneration. (R.p. 278; APA 134). In the hypothetical situation that the Claimant was to have been compensated by the South Carolina Department of Probation, Parole or Pardon for the vocational training phase of the SC Strong program, the comparison to the juror performing janitorial services would be more compelling. However, the vocational training in which the Claimant was participating when he was injured was just one phase of the SC Strong program and the Claimant knew he was not entitled to any compensation whatsoever for his participation

II. The Appellant's reference to information that he failed to include in the record and is not an issue before this Honorable Court must be clarified.

The Claimant cites evidence from the SC Strong website that is not evidence in the record. At the Hearing before the single Commissioner, the Claimant submitted portions of the SC Strong website dated May 9, 2011 into the record; however, page six

(6) of the Appellant's Initial Brief cites information from the SC Strong website that cannot be located in the record. The website excerpt is not cited as an authority and is an attempt to include additional evidence in the record that was not properly submitted before the single Commissioner. The Defendants object to any citation or reference of evidence not properly submitted into the record pursuant to the Administrative Procedures Act. Pursuant to SCACR 210(h), the Court shall not consider any fact which does not appear in the Record on Appeal.

Furthermore, the Appellant asserts on page three (3) of his Appellant's Initial Brief that the Defendants admitted an employer-employee relationship on the Form 51. An amended Form 51 was filed on behalf of the Defendants on March 16, 2011, wherein the Defendants denied that the Claimant sustained a compensable injury arising out of and in the course of employment with South Carolina Strong as alleged. The Defendants filed a second amended Form 51 on April 25, 2011 denying that the Claimant was an employee of SC Strong and denying that the Claimant sustained a compensable injury arising out of and in the course of employment with SC Strong. In accordance with Regulation 67-610(B)(2), the Defendants moved at the Hearing on May 25, 2011 to proceed based on the second amended Form 51 dated April 25, 2011. As Regulation 67-610(B)(2) sets forth that leave shall be freely given or is so required if there is no prejudice to another party and the Claimant could not set forth any prejudice, the Defendants' Motion was granted by the single Commissioner and the Claimant's objection in that regard was overruled. The Appellant/Claimant did not appeal the single Commissioner's finding that the Defendants could proceed on such a denial; therefore, the issue of whether the Defendants denied the employer-employee relationship was not

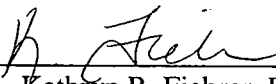
addressed by the Full Commission Appellate Panel and is not preserved for determination by this Honorable Court.

CONCLUSION

For the foregoing reasons, the Respondents respectfully request that this Honorable Court affirm the Full Commission's Decision and Order dated December 20, 2011 in its entirety.

RESPECTFULLY SUBMITTED:

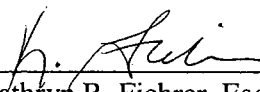
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Attorney for Respondents

July 11, 2012

CERTIFICATE OF COUNSEL

I certify that the Appellants' Final Brief complies with Rule 211(b).



Kathryn R. Fiehrer, Esquire
Attorney for Respondents

Charleston, South Carolina

July 11, 2012

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM CHARLESTON COUNTY
South Carolina Workers' Compensation Commission**

Derrick L. Williams, Hearing Commissioner

**File No. 1100764
Ct. App. Tracking # 2012207088**

Willie Lee Simmons, Employee, ... Claimant/Appellant,

v.

**SC STRONG, Employer, and Hartford Underwriters Insurance
Company, Carrier Defendants/Respondents.**

APPELLANT'S FINAL REPLY BRIEF

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ARGUMENT

I. The greater weight of the evidence shows Claimant was an employee of SC STRONG for Workers' Compensation purposes.

The Commissioner, as affirmed by the Appellate Panel, determined Claimant was not an employee, but a "volunteer and/or a gratuitous worker." (R.22 - Order at 15) Claimant basically argues the Commissioner erred by focusing on the lack of monetary payment. Respondents argue the greater weight of the evidence supports the Commissioner's determination.

Specifically, Respondents argue the Department of Labor letter and the California case support their argument. The Respondents concede these are not controlling. (Resp. Brf. At 7) In fact, the California order is not even controlling in California aside from the parties to that particular action (it was from an appellate panel of their Workers' Compensation Commission). Aside from the fact that California's laws and precedents are vastly different from South Carolina's laws and precedents, the argument presented in the California case is not the argument being made in the instant case. Thus, that order has no persuasive value.

Respondents contend the Residential Statement is evidence that Claimant was a volunteer/gratuitous worker. The argument is that under that document, "remuneration" (monetary payment) was not expected. Actual monetary payment, however, is not required in South Carolina as is more fully discussed in Claimant's Appellant's Brief.

Instead, South Carolina has a four-part inquiry to determine the existence of the employee/employer relationship. The primary consideration is whether the alleged employer has the right to control the employee in the performance of the work and the manner in which it is done. Kilgore Group, Inc. v. South Carolina Employment Sec. Comm'n, 313 S.C. 65, 68,

437 S.E.2d 48, 49 (1993). The four principal factors indicating the right of control are (1) direct evidence of the right to, or exercise of, control; (2) the method of payment; (3) the furnishing of equipment; and (4) the right to fire. South Carolina Workers' Comp. Comm'n v. Ray Covington Realtors, Inc., 318 S.C. 546, 459 S.E.2d 302 (1995). As discussed in Claimant's Appellant's Brief, the prong at issue in this case is the method of payment inquiry. And as more fully discussed in Claimant's Appellant's Brief, South Carolina does not require a particular form of payment - or any payment at all. Wilson v. Georgetown County, 316 S.C. 92, 447 S.E.2d 841 (1994) (juror acting as janitor covered notwithstanding that no monetary payment changed hands); McCreery v. Covenant Presbyterian Church, 299 S.C. 218, 383 S.E.2d 264 (Ct. App. 1989), reversed on other grounds, 303 S.C. 271, 400 S.E.2d 130 (1990) (indicating that something other than actual, physical money is sufficient to satisfy the compensation prong in definition of employee). Thus, the proper inquiry in South Carolina is whether a claimant received a benefit tantamount to payment. Id.

What the evidence shows is that Claimant was performing work for the benefit of SC STRONG as the company billed customers for the participants' work. Using the funds generated from this work, SC STRONG provided Claimant with room, board, clothing, meals, etc. That Claimant physically did not touch those funds simply does not mean he did not receive the tangible benefits of his work. While Claimant did not have the right to demand monetary payments, he certainly had the right to demand a bed to sleep in, food to eat, and clothes to wear. Claimant was also required to forego any outside work. This is more than sufficient evidence to support a finding that Claimant received the benefits of his work. Accordingly, the greater weight of the evidence demonstrates Claimant was an

employee of SC STRONG for Workers' Compensation purposes.

II. SC STRONG is an apprenticeship program in its training departments for Workers' Compensation purposes.

As noted by Respondents, residents participate in one of several "training departments:" food service, landscaping, construction, or furniture restoration. SC STRONG requires a minimum two-year commitment before entry in the program is allowed. During those years, residents earn a GED and "three marketable skills at no cost to them." An apprentice is one bound by legal agreement to work for another for a specific amount of time in return for instruction in a trade, art, or business. Accordingly, SC STRONG's program is an apprenticeship program and specifically subject to South Carolina's Worker's Compensation laws.

Respondents define an apprentice as "one who is learning by practical experience under a skilled worker's trade, art, or calling." (Resp. Bf. At 6) They then concede Claimant "was learning a construction skill on the date in question." (Resp. Bf. At 6; R.95 - Hearing Transcript at 63) Notwithstanding this admission, Respondents, incredulously, contend Claimant could only have been an apprentice in "the trade of operating a non-profit self help organization." (Resp. Bf. At 6) The only qualified person to testify on the running of a non-profit self-help organization was John Tecklenburg, the President of SC STRONG. He explained, however, that he "visit[s] the facility from time to time. I sign official documents when we apply for a grant. I help with fund-raising, just all around supervision. . . ." R.47 - Trans. 5/25 at 115, 1.7-10) There is absolutely no indication that he provides any instruction or guidance to the participants in "the trade of operating a non-profit self help organization."

Instead, the two admitted employees are John Glemser, the executive director and trained carpenter, and John Hamilton, a licensed general contractor and carpenter (R.51 - Transcript at 19, 1.16-17; R.70 - Transcript at 38, 1.4-6). Mr. Tecklenburg explained that "Mr. Hamilton is in charge of the enterprises, you know, the work training part of what we do." (R.49 - Transcript at 17, 1.2-4) Mr. Hamilton described the program as a "training school." (R. 68 - Transcript at 36, 1.1-2) Clearly, the "training" was being offered through a licensed general contractor. To suggest SC STRONG is in the apprenticeship business of learning to run a non-profit not only defies SC STRONG's stated purpose, but also is simply ludicrous.

III. Claimant was an employee of SC STRONG for Workers' Compensation purposes, not the South Carolina Department of Probation, Pardon, and Parole.

Respondents next argue, Claimant was controlled by the South Carolina Department of Probation, Parole, and Pardon. (Resp. Bf. At 9) Yet, Respondents also explain that Claimant "was under the direction of SC STRONG." (Resp. Bf. At 5) In any case, SC STRONG provided the tools used in the daily work assignments, controlled the hours and types of work Claimant performed, and required Claimant to forego other employment as a condition of participation. Clearly, Claimant was not an employee of the Department.

IV. Points of Clarification

Respondents admit the "mutual relationship" between Claimant and SC STRONG, (Resp. Bf. At 7) and rely on the Residential Statement as the extent of the contract between Claimant and SC STRONG. In that, or another document, SC STRONG could have complied with the South Carolina Code for opting out of Workers' Compensation laws. Other than the lawyerly worded Residential Statement discussing "remuneration" - which

may or may not have been understood by Claimant - SC STRONG failed to opt out.

Respondents also take issue with counsel's reference to their website. While there is no indication the website changed at any relevant time, counsel agrees that a portion of the quoted material on Appellant's Initial Brief from the website was not in the original APAs. Portions of the website were submitted including the last sentence of the quoted portion. (R.260-67 - See Claimant's APAs p.119-126. As for the remainder of the block quote on page 6 of Appellant's Initial Brief, Mr. Tecklenburg, president of the Board of Directors, testified to much the same: that SC STRONG pays no salaries, but provides housing, clothing, education, entertainment and all services at no cost. (R.46-47; R.61-62 - Tr. May 25, 2011, pp 14-15, 29-30) According to John Hamilton, the vocational training supervisor, (R.66 - Tr. May 25, 2011, pp 34), three months prior to graduation, residents get jobs outside the SC STRONG complex. (R.84 - Tr. May 25, 2011, pp. 52) He also testified as to the housing, clothing, education, entertainment and other services provided to the residents. (R.87 - Tr. May 25, 2011, p55) The same benefits are included in the Resident Statement. (R.245 - APA p. 104) As noted by opposing counsel, the Court shall not consider any fact which does not appear in the Record on Appeal. While the exact quotation does not appear in its entirety in the Record on Appeal, the substance of the quote was documented by SC STRONG'S president and vocational training supervisor; and thus, the statement is supported by the record. In any case, Claimant's case is not based on the quote. The quote on the website was intended as a summary of SC STRONG's business plan. Counsel apologizes for this oversight.¹

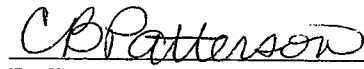
¹ Opposing counsel, in prior proceedings, only argued about the citation date.

Finally, Respondents argue about Claimant's reference to their original Form 51 admitting the employee/employer relationship. Counsel wrote: "The SC STRONG program initially admitted the employer-employee relationship. It, thereafter, amended the Form 51 to deny that relationship" (App. Br. At 3) The sentence appears in the Facts section of the brief detailing the procedural history of the case. Claimant also explained that the original Form 51 was amended to deny the relationship. Claimant did not appeal the decision to allow the amendment. Counsel is frankly confused why opposing counsel continues to argue this point.

CONCLUSION

For the reasons above, Claimant respectfully requests this court reversed the Appellate Panel's decision affirming the Single Commissioner.

Respectfully submitted,



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**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Willie Lee Simmons, Appellant,

v.

SC STRONG, Employer, and Hartford Underwriters
Insurance Company, Carrier, Respondents.

Appellate Case No. 2012-207088

Appeal From The Workers' Compensation Commission

Opinion No. 5087

Heard December 10, 2012 – Filed February 20, 2013

AFFIRMED

Cynthia Barrier Patterson, of Columbia, and David Dusty
Rhoades, of Charleston, for Appellant.

Kathryn Rose Fiehrer, of Wood & Warder, LLC, of
Charleston, for Respondents.

LOCKEMY, J.: Willie Lee Simmons argues the Appellate Panel of the South Carolina Workers' Compensation Commission (Appellate Panel) erred in failing to find he was an employee of SC STRONG. We affirm.

FACTS/PROCEDURAL BACKGROUND

Simmons was a participant in the SC STRONG program. SC STRONG is a residential, non-profit organization in which "former substance abusers, ex-convicts, and homeless adults" are provided with educational and vocational

opportunities. Simmons began participating in the SC STRONG program in May 2010 as a condition of his probation.¹ On May 18, 2010, Simmons signed a Resident Statement, which provided:

- (1) Any remuneration which was, or in the future will be, due because of work which I have performed, or will perform, for South Carolina STRONG, I donate to South Carolina STRONG. This donation is done freely, and without duress.
- (2) Any work, which I have done, or will do, for South Carolina STRONG, is done as a volunteer without any expectation of remuneration.
- (3) Notwithstanding paragraphs (1) and (2) above, if any governmental body determines that I am not a volunteer or cannot donate to South Carolina STRONG any remuneration which might be due to me from South Carolina STRONG, then I state that I was more than adequately paid by room, board, and services that I received from South Carolina STRONG including counseling, vocational training, entertainment, clothing, medical and dental services, education, rehabilitation, transportation, recreational and legal services, which have, and will be, provided to me by South Carolina STRONG free of charge for the duration of my time as a resident of South Carolina STRONG.

As a SC STRONG participant, Simmons worked at various landscaping and construction projects at the direction of SC STRONG. On January 14, 2011, Simmons slipped on ice and fell thirty feet off a roof at a SC STRONG jobsite. Simmons was treated at the Medical University of South Carolina (MUSC). A cervical CT scan revealed Simmons suffered a C-5 anterior superior end plate fracture. Additionally, Simmons's head CT scan revealed a soft tissue laceration/hematoma over the left frontal bone. Simmons received staples for his forehead laceration. On January 15, 2011, Simmons returned to the emergency

¹ Simmons pled guilty to two counts of second-degree burglary in March 2009. Simmons requested he be allowed to participate in the SC STRONG program at the time of his plea.

room complaining of foot pain and facial swelling. Simmons was given oxycodone and a hard cervical collar. The instructions provided by MUSC required Simmons to wear the collar at all times to protect his neck while his "compression fracture" healed. The instructions further noted that Simmons's fracture was "not serious" and he could "expect to fully recover within a few weeks."

On February 17, 2011, Simmons filed a Form 50 alleging he injured his head and cervical spine in the course of his employment with SC STRONG. Simmons requested temporary total disability benefits at a rate based on a similar employee. On March 2, 2011, Hartford Underwriters Insurance Company (Hartford), SC STRONG's insurance carrier, filed a Form 51 wherein it denied Simmons was an employee of SC STRONG and sustained a compensable injury arising out of employment with SC STRONG. On March 16, 2011, Hartford and SC STRONG (collectively Respondents) filed an amended Form 51 again alleging Simmons did not sustain a compensable injury in the course of his employment as alleged. Respondents filed a second amended Form 51 on April, 25, 2011, adding a denial that Simmons was an employee of SC STRONG.

A hearing was held before the single commissioner on May 25, 2011. At the hearing, Simmons testified he was provided room, board, and daily work instructions by SC STRONG. Simmons further testified he worked six days a week and was performing work for SC STRONG when he fell on January 14, 2011. According to Simmons, he was forced to leave SC STRONG after he contacted an attorney following his accident.

John Tecklenburg, President of SC STRONG's Board of Directors, testified SC STRONG has only two employees: John Glemser, the executive director, and John Hamilton, the co-executive director and vocational training supervisor. According to Tecklenburg, SC STRONG receives compensation for the construction services provided by its participants. Tecklenburg stated the SC STRONG model "involves a sustainable concept whereby the work training that we do for our residents is utilized as an enterprise to help generate funds that run the organization." Tecklenburg testified the food, clothing, and shelter provided to Simmons as a SC STRONG participant were not provided in lieu of wages. Additionally, Hamilton testified participants are provided with tools and given work assignments by SC STRONG and are not allowed to seek independent work while enrolled in the program. Hamilton further testified SC STRONG participants do not have any expectation of wages.

Following the hearing, the single commissioner found Simmons was not entitled to workers' compensation benefits because he was a volunteer and/or gratuitous worker and not an employee of SC STRONG. In his finding of fact number six, the single commissioner noted Simmons would have been entitled to temporary total disability benefits had he been an employee of SC STRONG but reiterated Simmons was not an employee. Following a hearing in November 2011, the Appellate Panel affirmed the single commissioner on December 20, 2011. The Appellate Panel adopted the single commissioner's order with the exception of finding of fact number six. This appeal followed.

STANDARD OF REVIEW

"The existence of an employer-employee relationship is a factual question that determines the jurisdiction of the Workers' Compensation Commission." *Shuler v. Tri-County Elec. Co-op., Inc.*, 374 S.C. 516, 520, 649 S.E.2d 98, 100 (Ct. App. 2007), *aff'd*, 385 S.C. 470, 472, 684 S.E.2d 765, 767 (2009). "When an issue involves jurisdiction, the appellate court can take its own view of the preponderance of the evidence." *Id.* "In determining jurisdictional questions, doubts of jurisdiction will be resolved in favor of inclusion of employees within workers' compensation coverage rather than exclusion." *Id.*

LAW/ANALYSIS

Simmons argues he was an employee of SC STRONG and thus entitled to workers' compensation benefits. We disagree.

Under the Workers' Compensation Act, an employee is defined as

every person engaged in an employment under any appointment, contract of hire, or apprenticeship, expressed or implied, oral or written, . . . whether lawfully or unlawfully employed, but excludes a person whose employment is both casual and not in the course of the trade, business, profession, or occupation of his employer

S.C. Code Ann. § 42-1-130 (Supp. 2012). "To be considered an employee under a contract of hire pursuant to section 42-1-130, a person must have a right to payment for his services." *Shuler v. Tri-County Elec. Co-op, Inc.*, 385 S.C. 470, 473, 684 S.E.2d 765, 767 (2009) (citing *Kirksey v. Assurance Tire Co.*, 314 S.C. 43, 45, 443 S.E.2d 803, 804 (1994) (finding unpaid daughter of store owner not an

employee)); *see also Doe v. Greenville Hosp. Sys.*, 323 S.C. 33, 39-40, 448 S.E.2d 564, 567-68 (Ct. App. 1994) (holding an unpaid volunteer candy striper was not the employee of a hospital); *McCreery v. Covenant Presbyterian*, 299 S.C. 218, 223-24, 383 S.E.2d 264, 267 (1989) (finding an unpaid church volunteer not an employee of the church for workers' compensation purposes), *rev'd on other grounds*, 303 S.C. 271, 400 S.E.2d 130 (1990).

Here, the Appellate Panel, relying on *Shuler*, *Kirksey*, and *McCreery*, found Simmons was a volunteer and/or gratuitous worker. The Appellate Panel held the term "contract of hire" connoted payment and "a worker who neither receives nor expects payment for his services is not generally considered an employee within the definition." On appeal, Simmons maintains that although he did not receive any monetary payments for the work he performed as a SC STRONG participant, he received benefits from SC STRONG for his work in the form of housing, clothing, and food.

We find Simmons was a volunteer/gratuitous worker. Simmons neither received nor expected to receive any kind of pay for his services. Pursuant to his Resident Agreement, Simmons acknowledged he was a volunteer and was not owed any remuneration for his services. Furthermore, the room and board Simmons received as a SC STRONG participant were not provided as payment for his work. Rather, Simmons, as well as all of the other SC STRONG participants, were provided a residential setting to "develop their strengths through learning - and teaching - academics and vocational skills, as well as personal, interpersonal, and practical 'survival skills.'" As a SC STRONG participant, Simmons was learning skills to aid in his transition into the working world. Simmons was not performing services as an employee of SC STRONG; rather, he was performing services as a volunteer in a rehabilitative program to improve his skills and avoid incarceration.

Simmons relies on *Wilson v. Georgetown County*, 316 S.C. 92, 447 S.E.2d 841 (1994) to support his position that South Carolina does not require a particular form of payment to establish an employee/employer relationship. In *Wilson*, the circuit court allowed Wilson, who informed the court he could not sit on a jury because of his religious beliefs, to perform janitorial services in lieu of jury service. *Id.* at 93, 447 S.E.2d at 842. Wilson was injured when he slipped and fell while washing the courthouse windows. *Id.* Our supreme court found Wilson was an employee of Georgetown County when he fell because the work he was performing was for the benefit of the County, and he was under the direction and control of the Clerk of Court. *Id.* at 94, 447 S.E.2d at 842-43. Here, Simmons argues SC STRONG billed its customers for the services he performed, and

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM CHARLESTON COUNTY
South Carolina Workers' Compensation Commission**

Derrick L. Williams, Hearing Commissioner

**File No. 1100764
Ct. App. Tracking # 2012-207088
Opin. No. 5087**

Willie Lee Simmons, Employee Appellant,

v.

**SC STRONG, Employer and Hartford Underwriters Ins. Co., Carrier,
. Respondents.**

PETITION FOR REHEARING

The issue in this case is whether Appellant/Claimant was an employee for workers' compensation purposes. The Commissioner, Appellate Panel, and this court ruled he was a volunteer. Claimant contends the resolution to his employment status hinges on whether the room, board, and services he received in exchange for his labor are tantamount to receiving payment sufficient to satisfy the "payment" prong of the test for determining whether he was an employee. Given that this court must resolve doubts in favor of inclusion of employees (Shuler v. Tri-County Elec. Co-op., Inc., 374 S.C. 516, 520, 649 S.E.2d 98, 100 (Ct. App. 2007)), Claimant requests this court to rehear his appeal pursuant to Rule 221, SCACR concerning the following particulars:

1. This court focused on whether Claimant received monies in exchange for his services. This court, relying on the Residential Statement, found Claimant a volunteer. That same statement, however, contained a statement that if “any governmental body determines that I am not a volunteer . . . then I state that I was more than adequately paid by room, board, and services” It seems even SC STRONG considered the room, board, and services could support a finding that a participant was an employee. With this statement, SC STRONG protected itself from unemployment issues and other filing requirements. It did not, however, take any action to opt out of our workers’ compensation laws.

Claimant also contends this court places too much emphasis on the characterization of participants as “volunteers” in the Residential Statement. Claimant, who was required to sign the form prior to participation, was unlikely to appreciate this term of art. What he understood was that he had to sign a bunch of forms, follow the rules, and work hard in exchange for room, board, and services.

This court correctly noted that Claimant cited Wilson v. Georgetown County, 316 S.C. 92, 447 S.E.2d 841 (1994) for the proposition that actual receipt of funds is not required before a person is found to be an employee. Distinguishing Wilson, however, this court found that Claimant’s participation in the program was in lieu of serving his prison sentence, not in lieu of jury service. Claimant contends this finding does not resolve the employment issue of whether Claimant’s receipt of room, board, and services in exchange for his labor is sufficient to warrant a finding that he is an employee, given the inclusive nature of our workers’ compensation law. As is more fully discussed in Appellant’s Brief (at 6), SC STRONG benefitted from Claimant’s work and retained the funds billed to clients on his

behalf. That Claimant did not physically touch those funds does not mean he did not receive the tangible benefits of his work. Claimant, therefore, believes he should be found to be an employee for workers' compensation purposes.

2. This court found in footnote 2 that Claimant's argument that he was an apprentice was not preserved - finding the argument was first raised in his reply brief. This is incorrect. The issue was presented in writing to the Appellate Panel (R.305) and addressed by Respondents in writing to the Appellate Panel (R.316). That Claimant was an apprentice was also addressed in his Appellant's Brief (AFB 4). The separate caption was added in the Reply Brief to assist the court when reviewing Claimant's reply to Respondents' arguments.

Moreover, that Claimant was an apprentice has been evident issue from the beginning of this case. The definition of an employee "means every person engaged in an employment under any appointment, contract of hire, or apprenticeship . . ." S.C. Code Ann. § 42-1-130 (1976, as amended). As described by Respondents, the very essence of the SC STRONG program is to "train" the participants to obtain "three marketable skills."

Finally, this argument was addressed by the Commissioner and the Appellate Panel in their determinations that Claimant was not an employee. Accordingly, Claimant requests this court to consider his argument.

Respectfully submitted,



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March 7, 2013

The South Carolina Court of Appeals

Willie Lee Simmons, Employee, Appellant,

v.

South Carolina Strong, Employer, and Hartford
Underwriters Insurance Company, Carrier, Respondents.

Appellate Case No. 2012-207088

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

Paul E. Short, Jr.

J.

Chloe

J.

James E. Chiles

J.

Columbia, South Carolina

cc:

David Dusty Rhoades

Kathryn Rose Fiehrer

Cynthia Barrier Patterson

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FILED

March 22, 2013