

RECEIVED

AUG 23 2022

SC Court of Appeals

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKERS'

COMPENSATION COMMISSION

Case No. 2021-000517

Security Group, Inc.,

Employer, and Hartford

Accident and Indemnity Co.,

Carrier,

Respondents,

V.

Shelia Hutchins, Employee,

Appellant,

RECORD OF APPEAL

Shelia Hutchins

1391 Wilcox Ave

Gaffney, SC 29341

864-490-2367

Appellant

Dated: May 20, 2022

Tracy Welsh Tiddy

S.C. Bar No. 9581

325 Rocky Slope Road,

Suite 201

Greenville, SC 29607

864-527-3271

Attorney for Respondents

Order of Commissioner Campbell, September 8, 2020....1-4

Order of Full Commission, April 14, 2021....5-14

Order of Commissioner James, June 5, 2020....15-16

Order of Commissioner Wilkerson to combined Form 21 hearing with motion to compel, August 10, 2020....17-19

Order of Commissioner James, May 28, 2020....20

Order of Commissioner Beck, May 22, 2020....21

Transcripts of proceedings from, January 25, 2021 Full Commission....22-42

Consent order, June 16, 2017....43-45

Consent order, January 17, 2020....46-48

Settlement agreement WCC file no 142129, April 29, 2020....49-53

Settlement agreements WCC file no 1717574, April 29, 2020....54-58

Form 70, April 30, 2020....59

Form 21, May 11, 2020....60-61

Email where I wasn't allowed to reply to Motion to Compel after choosing to represent myself, July 27, 2020....62-63

Order Releasing Charlie Hodge as Counsel, July 26, 2019....64

Notice of Motion to Motion to compel enforcement of settlement agreements, May 11, 2020....65-70

Correspondence from Appellant to SC Workers Compensation Commission, May 1, 2020, but stamped " received" May 7, 2020....71

Documentation from Commission file, May 7, 2020, in which Commission decided to return settlement documents to Respondents Counsel....72

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION
COMMISSION

WCC FILE NO. 1421297 & 1717574

Shelia Hutchins,

Claimant,

MOTION ORDER

vs.

Security Group, Inc.,

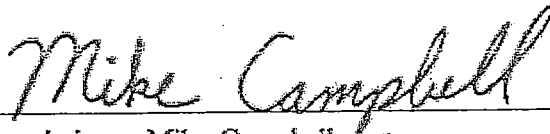
Employer,

Hartford Accident and Indemnity Co.,

Carrier/Defendant,

A Motion regarding the following issues(s) has been received:
Defendants, Security Group, Inc. and Hartford Accident and Indemnity Company moves for an
Order compelling the enforcement of the settlement agreements in this matter.

The following disposition has been made:
Motion to Compel Settlement Agreement is hereby granted.



Commissioner Mike Campbell

Parties served via address on file:

CC: Tracy Welsh Tiddy, Esquire
Sheila F. Hutchins, Pro se Claimant

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.
September 8, 2020

By: Barbara Cheeseboro, Administrative Assistant to Commissioner Campbell

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION
COMMISSION

WCC FILE NO. 1421297 & 1717574

Shelia Hutchins,

Claimant,

MOTION ORDER

vs.

Security Group, Inc.,

Employer,

Hartford Accident and Indemnity Co.,

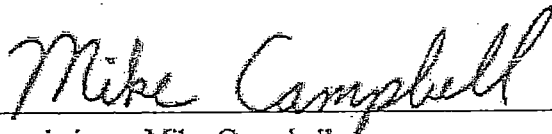
Carrier/Defendant,

A Motion regarding the following issues(s) has been received:

Shelia Hutchins, (Claimant) by her and pursuant to Regulation 67-215, moves for an Order compelling Defendants to authorize hardware surgery at the hands of Douglas John Wyland, M.D.

The following disposition has been made:

Motion to Compel is hereby denied.



Commissioner Mike Campbell

Parties served via address on file:

CC: Sheila F. Hutchins, Pro se Claimant
Tracy Welsh Tiddy, Esquire

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.
September 8, 2020

By: Barbara Cheeseboro, Administrative Assistant to Commissioner Campbell

APPELLATE PANEL DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NOS: 1421297 and 1717574

Shelia Hutchins

EMPLOYEE,
CLAIMANT/APPELLANT

VS.

Security Group, Inc.

EMPLOYER,

AND

Hartford Accident and Indemnity Co,

CARRIER,
DEFENDANTS/RESPONDENTS,

Appellate Panel Review held via Zoom on January 25, 2021 per notices timely
and properly served upon all parties of interest.

Appellate Panel Decision and Order Filed:

April 14, 2021

APPEARANCES: Claimant/*Pro Se*/Appellant Shelia F. Hutchins

Defendants/Respondents represented by Tracy W. Tiddy, Esquire

STATEMENT OF THE CASE

This appeal arises out of an Administrative Order issued by Commissioner Mike Campbell on September 8, 2020, granting Security Group Inc. and Hartford Accident and Indemnity Company's (hereinafter "Respondents") Motion to Compel Settlement Agreements in WCC File Nos. 1421297 and 1717574.

The Motion was originally filed by Respondents after mediation, held on April 29, 2020, resulted in a resolution of both claims. Settlement documents were prepared and fully executed by the parties and their respective counsel on the day of the mediation. Claimant was represented by counsel, Thomas Phillips of Smith Jordan, P.A.¹, at the time of the mediation. The Form 70 Mediator's report was filed with the Commission on April 30, 2020, by Derrick Williams of Mickle & Bass, LLC, a former Commissioner. A filing fee check was requested and the documents were promptly forwarded to the commission. Settlement checks were forwarded to Claimant's counsel.

On May 1, 2020, prior to the settlement documents arriving at the Commission, Ms. Hutchins (hereinafter "Appellant") advised her attorney and the Commission that she had changed her mind, and wanted to withdraw from the settlement agreements which both she and her attorney had previously signed. Respondents were simultaneously notified via email that Appellant planned to renege on the settlements and her attorney planned to withdraw as counsel.

On May 11, 2020, Respondents filed a Motion to Compel Settlement in both claims. Mr. Phillips' Motion to be Relieved as Counsel in WCC File No. 1717574 was granted on May 22,

¹ The Commission's file reflects that Claimant was previously represented by Attorney Charles J. Hodge in WCC File No. 1421297 who withdrew as counsel for Claimant in July 2019, noting that a settlement agreement had been reached on the record which the Claimant later did not wish to accept.

2020, by Commissioner T. Scott Beck. Mr. Phillips' Motion to be Relieved as Counsel in WCC File No. 1421297 was granted on May 28, 2020 by Commissioner Melody L. James.

A hearing on the Motion to Compel was originally set on June 16, 2020, before Commissioner James. Prior to the hearing, Appellant informed the Commission she needed additional time to find new representation. An Administrative Order issued June 5, 2020, by Commissioner James gave Appellant 30 days to retain counsel. Appellant did not retain counsel and failed to respond to Respondents' Motion to Compel.

On September 8, 2020, more than 90 days after Appellant was given an additional time to find a third attorney, the Motion to Compel the Settlement Agreements was granted by Commissioner Mike Campbell via transmittal order.

On September 23, 2020, Appellant filed a Form 30 appeal wherein she asserted she was unfit to enter into a settlement at the mediation and she was coerced by Mr. Phillips and Mr. Williams to settle against her will. In her Appellant's Brief, filed on December 16, 2020, Appellant reiterated that she didn't want to go to mediation and agreed to settle only to bring the mediation to conclusion.

In response to the Appellant's Form 30 and Brief, the Respondents contended Commissioner Campbell correctly determined the settlements should be enforced where the agreements were fair, were fully executed by the parties on the day of mediation, and were timely mailed to the Commission. Additionally, Respondents assert the Hearing Commissioner correctly determined the settlements should be enforced as the South Carolina Workers' Compensation Act encourages parties to come to resolution and settle claims prior to a hearing because settlement of claims promotes the efficiency of the process and reduces costs for all parties involved in the system.

An Appellate Panel Review hearing was held via Zoom on January 25, 2021, pursuant to notices timely and properly served upon all parties of interest. After considering Defendants' Motion and attachments, Appellant's Form 30, oral arguments, the extensive Commission files, and the briefs submitted by both the parties WE, THE APPELLATE PANEL AFFIRM, the decision of the Single Commissioner and make the following Analysis, Findings of Fact, and Conclusions of Law and issue the following Order:

APPELLATE PANEL ANALYSIS

WE, THE APPELLATE PANEL, FIND THE FOLLOWING:

The Appellant Panel finds the Single Commissioner correctly held that Respondent should be compelled to comply with the settlements where the agreements were fair, were fully executed by the parties and their counsel on the day of mediation, and were timely mailed to the Commission.

In reaching our decision, the Panel notes South Carolina Workers' Compensation Act encourages parties to come to resolution and settle claims prior to a hearing because settlement of claims promotes the efficiency of the process and reduces costs for all parties involved in the system. The statute governing workers' compensation settlements specifically provides, "[n]othing contained in this chapter may be construed so as to prevent settlements made by and between an employee and employer as long as the amount of compensation and time and manner of payment are in accordance with the provisions of this title." S.C. Code Ann. § 42-9-390 (2007).

The SC Court of Appeals addressed the enforceability of a workers' compensation settlement in Mackey v. Kerr-McGee Chemical Co., 280 S.C. 265, 312 S.E.2d 565 (Ct. App. 1984). In that case, the attorneys appeared before the commissioner and advised the case had settled; but significantly, the Claimant was not present when the agreement was presented to the

Commissioner and did not voice her consent. She later declined later to sign the paperwork. The Mackey court concluded that it could not enforce the settlement based on those facts, but relied on the language of SC Code Ann. §42-9-390, which at that time required approval of the commission. Mackey v. Kerr-McGee Chemical Co., 280 S.C. 265, 312 S.E.2d 565 (Ct. App. 1984). The court specifically noted that while no case had expressly answered the question of whether a settlement is binding prior to Commission approval, the S.C. Supreme Court had indicated in earlier decisions that because the approval of the Commission was required by statute, it followed that a settlement agreement is not binding until approved. Mackey, citing Singleton v. Young Lumber Co., 236 S.C. 454, 114 S.E.2d 837 (1960).

The Appellate Panel notes these settlements are distinguishable from those in Mackey. First, the Appellant reviewed and signed the paperwork, along with her attorney at a mediation which was conducted by a respected former commissioner. Perhaps more importantly, the law has changed since Mackey was decided. In 1960, the statute required Commission approval of a settlement between represented parties which, as pointed out by the court, implied that the settlement was not final until it had been reduced to writing and was stamped "approved." In 2007, the legislature amended S.C. Code Ann. §42-9-390 to eliminate the prior requirement that settlements between represented parties must be approved by the Commission, endorsing the idea that where a claimant is represented by competent counsel and clearly evidences an understanding of the terms of a settlement, it should be recognized as binding by the Commission. This change in the law also acknowledges the fact that acceptance of settlement documents fully executed by represented parties is a perfunctory, ministerial act.

Though the Panel finds no precedent in South Carolina since the statute was amended in 2007, other jurisdictions have enforced workers' compensation settlements for the sake of public

interest. In B. Frank Joy Co. v. Isaac, 636 A.2d 1016 (Md. 1993), an employee and employer entered into a settlement agreement and submitted that agreement to the commission for approval. The claimant died eight days before the hearing. At the hearing, the employer sought to rescind the agreement arguing they had that right at any time before it was approved by the commission. The commission nevertheless approved and enforced the agreement. In affirming this decision, the court noted that the Maryland statute required approval of an agreement in order to be enforceable but stated:

That does not mean, however, that the parties have total freedom to renege a valid bilateral agreement . . . in compliance with the Act. When they present a duly executed settlement agreement . . . the parties thereby relinquish control of the matter to the supervisory powers, authority, and discretion bestowed upon the Commission. Then a party, acting unilaterally, does not have unfettered license to withdraw what that party has submitted in good faith. Isaac, 636 A2d at 1025.

Thus, to preserve the integrity of the settlement process, mediation, respect for the Commission, judicial economy and the public interest, the settlements in these matters should be enforced.

FINDINGS OF FACT

1. Appellant and Respondent are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as amended, with Shelia Hutchins as Employee/Appellant and Security Group Inc. as the Employer and Hartford Accident and Indemnity Company as Carrier, Defendants/Respondents.
2. Notice of the appeal hearing was timely and properly served on all the parties. Such

finding is based upon the Commission's file.

3. Appellant suffered an admitted injury to her right knee during the course and scope of her employment on November 20, 2014. (WCC #1421297) Such finding is based on the Commission's file.
4. Appellant was previously paid indemnity settlements in WCC #1421297 on Consent Orders dated June 16, 2017, and January 17, 2020, totaling 25% to her right knee. Such finding is based on the Commission file.
5. On April 29, 2020, at mediation, Appellant agreed to clincher the indemnity aspects of her claim for an additional 40% to the knee or \$30,000. As part of the settlement, Respondents agreed to leave medical open for her right knee with one of two authorized treating orthopedists. If those physicians declined to see her, the parties agreed that the Commission could appoint another doctor. (WCC #1421297) Such finding is based on the arguments of the parties and the Commission's file.
6. It is also admitted the Appellant suffered a psychological injury during the course and scope of her employment in May of 2017. (WCC #1717574) Such finding is based on the arguments of the parties and the Commission's file.
7. On April 29, 2020, at mediation, Appellant agreed to clincher her psychological claim the on a full and final basis for \$45,000. (WCC #1717574) Such finding is based on the arguments of the parties and the Commission's file.
8. Both agreements appear to be fair on their face. Such finding is based on the arguments of the parties and the Commission's files.
9. The amount of compensation and the time and manner of payment outlined in the settlement agreements is in accord with the provisions of the South Carolina Workers

Compensation Act. Such finding is based on the arguments of the parties and the Commission's files.

10. Claimant was represented by competent counsel at the time of settlement. Such finding is based on the Commission's files.
11. There is no credible evidence that Claimant was coerced, pressured, or forced to enter into these agreements against her will. Such finding is based upon the arguments of the parties and the Commission's files.
12. Former Commissioner Derrick Williams² mediated both claims to conclusion and filed a Form 70 with the Commission, confirming settlement in both claims. Such finding is based on the Commission's files.
13. The settlement documents were signed by the Claimant, her counsel of record and defense counsel at the conclusion of mediation. Such finding is based on the arguments of the parties and the Commission's files.
14. The settlement documents were timely mailed to the commission for filing. Such finding is based on the arguments of the parties and the Commission's file.
15. It is a perfunctory/ministerial act of the Commission to accept settlement paperwork which has been executed by represented parties.
16. Where settlement documents are fully executed by represented parties and their counsel and presented to the commission, the South Carolina Workers Compensation Act clearly favors settlements.

² Mr. Williams was instrumental in drafting the rules and regulations implementing mediation in workers compensation cases in South Carolina.

CONCLUSIONS OF LAW

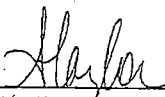
Accordingly, as provided under South Carolina Code of Laws, §42-17-40, and §1-23-320, it is the determination of the Appellate Panel that:

1. Pursuant to S.C. Code Ann. §42-9-390, Commission approval of settlements between represented parties is not required.
2. Also pursuant to S.C. Code Ann. §42-9-390, the amount of compensation and the time and manner of payment as documented in the previously executed clincher agreements in WCC Claim Nos. 1421297 and 1717574, are in accordance with the provisions of the South Carolina Workers Compensation Act and such settlements should be enforced.

ORDER

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Decision and Order of the Hearing Commissioner is **AFFIRMED**.

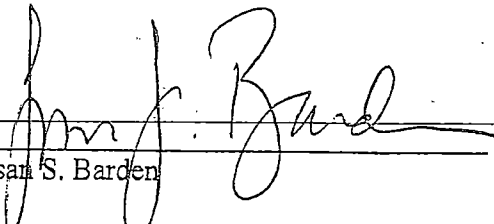
IT IS SO ORDERED.



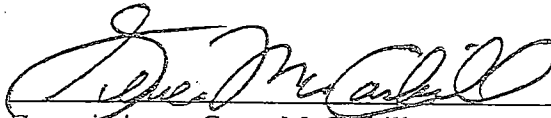
Commissioner Aisha Taylor

For the Appellate Panel

WE CONCUR:



Susan S. Barden



Commissioner Gene McCaskill

1421297 and 1717574 Shelia Hutchins vs Security Group Inc.

Order Served via E-Mail:

--	--

Order Served via USPS:

Sheila F. Hutchins 1391 Wilcox Avenue Gaffney, SC 29341-2956 Tracy Welsh Tiddy, Esquire Willson Jones Carter & Baxley, P.A. 325 Rocky Slope Road Suite 201 Greenville, SC 29607		

CERTIFICATE OF SERVICE

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

By Valerie D. Deller on April 14, 2021

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1421297 & 1717574

Sheila Hutchins,

Claimant,
vs.

Security Group, Inc.,

Employer,

Hartford Accident & Indemnity Co.

Carrier,
Defendants

ADMINISTRATIVE ORDER

The Following disposition has been made:

This matter was set for a hearing to be held on June 16, 2020. Prior to going on the record, Ms. Hutchins sent an email to advise the undersigned that she would like the opportunity to secure counsel to represent her best interests.

Now, therefore, it is ORDERED the Claimant shall have thirty (30) days from the date of hearing to secure counsel. That after thirty (30) days have elapsed from June 16, 2020, the date of the postponed hearing, the Judicial Department of the Commission will refer the matter to the jurisdictional Commissioner for the hearing to be rescheduled with a least (30) days' notice provided to all parties. All issues are preserved for future hearing.

AND IT IS SO ORDERED!



Commissioner Melody L. James

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.

June 5, 2020

By: Tamara Morris, Administrative Assistant to Commissioner James

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1717574

Shelia Hutchins,	)	
Employee,	)	
Claimant,	)	
	)	
vs.	)	
	)	
Security Group, Inc.,	)	ORDER
	)	
Employer,	)	
and	)	
	)	
Hartford Accident & Indemnity Company,	)	
	)	
Carrier,	)	
Defendants.	)	

STATEMENT OF THE CASE

This matter was scheduled for hearing at 10:00 A.M. on July 23, 2020 in Spartanburg, South Carolina before the undersigned Commissioner on the issues set forth in the Defendants' Form 21 Request for Hearing to address suspension of temporary benefits. Claimant appeared pro se and after being fully advised of her rights indicated she wished to represent herself.

Counsel for Defendants explained that the hearing request had been filed to address the suspension of Claimant's temporary benefits as of May 12, pursuant to a settlement agreement reached following a mediation on May 29, 2020, at which time Claimant had been represented by attorney Thomas Phillips. The parties signed settlement agreements in this matter and a companion claim for a right knee injury (WCC File No. 1421297) on May 29, but Claimant later decided she did not want to proceed with the agreements and was released by Mr. Phillips. As part of the settlement agreement, Defendants were to pay temporary benefits through the date the checks were delivered to Claimant's counsel, which was May 12.

Defendants have also filed a motion to compel the settlement agreements in this matter and WCC File No. 1421297. The motion to compel had originally been set before Commissioner James on June 16, 2020, but Commissioner James postponed the motion hearing to allow Claimant 30 days to obtain counsel. The hearing on the motion had not been rescheduled by the time of the instant hearing. As of the date of this hearing, Claimant had not retained other counsel.

FINDINGS OF FACT

1. This matter was scheduled before the undersigned on Defendants' Request to Address Suspension of Temporary Benefits pursuant to a settlement agreement.
2. Defendants have also filed a Motion to Compel Settlement in this case and in a companion case (WCC File No. 1421297).
3. The Hearing on Defendants' Motion to Compel Settlement is still pending.
4. Whether Claimant is entitled to ongoing temporary benefits after May 12, 2020, is dependent on whether the settlement agreement in this case is enforced.
5. A determination on Defendants' Form 21 would be premature pending resolution of the Motion to Compel Settlement.
6. In the interest of judicial economy, Defendants' hearing request in this matter should be joined for purposes of hearing with Defendants' Motion to Compel Settlement in this case and in the companion claim (WCC File No. 1421297).
7. This hearing should be rescheduled in conjunction with Defendants' Motion to Compel Settlement in both claims before the next jurisdictional commissioner in Spartanburg at the Commission's earliest convenience.
8. Claimant has been given more than 30 days to secure counsel and this matter should proceed when rescheduled without further delays.

For the foregoing reasons, **IT IS HEREBY ORDERED** that the Form 21 hearing in this matter shall be joined with the Motion to Compel Settlement in this case (and WCC File No. 1421297) and shall

be returned to the general files to be rescheduled before the next jurisdictional commissioner in Spartanburg
at the Commission's earliest convenience.

IT IS SO ORDERED.

I couldn't hear the amount of settlement offered from 21.

Dated

8/10/2020

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

[Signature]
Avery B. Wilkerson, Jr., Commissioner

Copies served via U.S. Mail and email upon:

Sheila Hutchins

Tracy Welsh Tiddy, Esq.

CERTIFICATE OF SERVICE

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

By Deborah Hutto on August 10, 2020

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION.

WCC FILE NO. 1421297

Shelia Hutchins,	)	
	)	
Employee,	)	
Claimant,	)	
	)	
vs.	)	
	)	
Security Group, Inc.,	)	ORDER
	)	
Employer,	)	
and	)	
	)	
Hartford Accident & Indemnity Company,	)	
	)	
Carrier,	)	
Defendants.	)	

UPON MOTION of Counsel for Claimant, Thomas S. Phillips and the law firm of Smith, Jordan, P.A., good cause has been shown by Counsel to warrant the relief of Thomas S. Phillips and the law firm of Smith, Jordan, P.A. due to professional disagreements with Claimant. Counsel for Claimant prays to be relieved and counsel and requests a lien be placed on this file for \$10,000.00 as attorneys' fees and \$472.59 as costs.

NOW THEREFORE, IT IS ORDERED that Thomas S. Phillips and the law firm of Smith, Jordan, P.A. are hereby removed as Counsel for Claimant and fully and finally discharged from any further responsibilities in connection with the representation of Claimant in the above-captioned matter; and

IT IS FURTHER ORDERED that Defendants and/or any new counsel for Claimant shall protect Mr. Phillips' lien and costs as set forth above; and

IT IS SO ORDERED.

Date: May 28, 2020
Columbia, South Carolina

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION


Commissioner Melody L. James

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1717574

Shelia Hutchins,	)	
	)	
Employee,	)	
Claimant,	)	
	)	
vs.	)	
	)	
Security Group, Inc.,	)	ORDER
	)	
Employer,	)	
and	)	
	)	
Hartford Accident & Indemnity Company,	)	
	)	
Carrier,	)	
Defendants.	)	

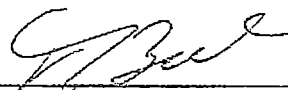
UPON MOTION of Counsel for Claimant, Thomas S. Phillips and the law firm of Smith, Jordan, P.A., good cause has been shown by Counsel to warrant the relief of Thomas S. Phillips and the law firm of Smith, Jordan, P.A. due to professional disagreements with Claimant.

NOW THEREFORE, IT IS ORDERED that Thomas S. Phillips and the law firm of Smith, Jordan, P.A. are hereby removed as Counsel for Claimant and fully and finally discharged from any further responsibilities in connection with the representation of Claimant in the above-captioned matter; and

IT IS SO ORDERED.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

Date: May 22, 2020
Columbia, South Carolina



T. Scott Beck, Commissioner

CERTIFICATE OF SERVICE

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

By *Shawnee DeBruhl* on May 22, 2020

STATE OF SOUTH CAROLINA
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC No. 1421297

Sheila F. Hutchins,)
)
Claimant,)
)
v.)
)
Security Group,)
)
Employer,)
)
and)
)
Hartford Accident Insurance,)
)
Carrier/Defendants.)
)
-----)

VIRTUAL FULL COMMISSION HEARING

Monday, January 25, 2021
3:09 p.m. - 3:32 p.m.

COPY

The virtual Full Commission Hearing heard before Commissioner Aisha Taylor, Commissioner Gene McCaskill, and Commissioner Susan Barden, Chair, was taken via WebEx in South Carolina on the 25th day of January, 2021 before M. Sean Cary, Court Reporter and Notary Public in and for the State of South Carolina.



VIRTUAL APPEARANCES

Tracy Welsh Tiddy, Esquire
WILLSON, JONES, CARTER & BAXLEY, P.A.
325 Rocky Slope Road
Greenville, South Carolina 29607
Attorney for the Defendants

Also Present:
Sheila F. Hutchins, Pro Se Claimant

INDEX

<u>CALL TO ORDER:</u>	<u>PAGE</u>
COURT REPORTER	3
 <u>APPELLANT'S ARGUMENT</u>	
MS. HUTCHINS	4
 <u>RESPONDENT'S ARGUMENT:</u>	
MS. TIDDY	10
 <u>APPELLANT'S REPLY:</u>	
MS. HUTCHINS	17
Certificate	21

EXHIBITS

(There were no exhibits marked during the hearing.)

STIPULATIONS

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

It is stipulated by and between counsel that the hearing is being conducted by remote means and the court reporter is not present with the witness.



1 CHAIR: Mr. Cary, when you're ready, please call the
2 case.

3 CALL TO ORDER:

4 COURT REPORTER: Today is Monday, January 25th,
5 2021. This is South Carolina Workers
6 Compensation Case Number 1421297. This is the
7 case of Sheila F. Hutchins, the Claimant,
8 versus Security Group, the Employer, and
9 Hartford Accident Insurance, the Carrier. The
10 Appellant is the Claimant and is pro se. The
11 Respondent is represented by Tracy Welch Tiddy.
12 Each side is allowed ten minutes for argument
13 and the Appellant three minutes in reply. You
14 are requested to argue the grounds of exception
15 and stay within the record.

16 CHAIR: Okay. Ms. Hutchins, prior to going on the
17 record, after introductions I advised you of
18 your right to have an attorney represent you,
19 that we would be happy to postpone the matter
20 in case you wish to exercise that right, and
21 you advised us that you wish to represent
22 yourself today during the appeal. Is that
23 correct?

24 MS. HUTCHINS: Yes, ma'am. I do have one question
25 though.

24



1 CHAIR: All right.

2 MS. HUTCHINS: Is this for just a knee claim?

3 CHAIR: I believe we have both dates or -- or excuse
4 me, WCC Numbers assigned to us. We have
5 1421297, which I believe was the right knee,
6 and then we have 1717574, which was I believe
7 a psych claim or a mental-mental claim. Would
8 that be right?

9 MS. HUTCHINS: Yes, ma'am. I was just making sure
10 it was for both.

11 CHAIR: Yes, ma'am. You're absolutely.

12 MS. HUTCHINS: Okay.

13 CHAIR: Okay. And so whenever you're ready, please
14 proceed.

15 APPELLANT'S ARGUMENT:

16 MS. HUTCHINS: Okay. Yes. I -- we -- we -- I have
17 been under a doctor's care for the mental claim
18 for over a year with the same one, and then Ms.
19 T- -- Workers' Comp, the insurance company,
20 whoever, sent me to another doctor and he did
21 -- wanted me to do more treatment. And so I
22 was waiting and waiting for treatment, and the
23 treatment never got granted. So, Miss -- Mr.
24 Phillips did a Form 50, and we were waiting to
25 go in front of the Commissioner. And then I



1 get a notice saying I have mediation, and I was
2 like I don't want to go to mediation, why am I
3 going to mediation. And Mr. Phillips said,
4 from my understanding, he said that the
5 Commissioner signed off saying that I had to
6 go. And so even though I was under, you know,
7 anxiety, stress, said that I had to go to
8 mediation. So I went to mediation under
9 stress, and then when he said that the
10 mediation was for the mental claim only, and
11 then when I get there it was for both claims.
12 And it was just a very stressful -- I was
13 already under stress, didn't even want to be
14 there. He said I had to go. "And I don't
15 understand why I had to go to mediation if I
16 was just wanting more treatment. And then I --
17 and the whole time I was there I was, I tried
18 to leave and then I kept being talked out of
19 it. I was under stress, went to my car several
20 times, panic attacks, and they were all aware
21 of the anxiety and panic attacks. My thing is,
22 is I never should have been there in the
23 beginning because he -- he would never show me
24 where it said that the Commissioner signed off
25 saying that I had to go. And so it was my



1 understor- -- standing that I'm being forced to
2 go to mediation. And I don't care how much
3 college education I have, if someone is under
4 that much stress under doctor's care who had
5 jus- -- I'd only seen the doctor three times,
6 she changed my medicine each time and had just
7 changed my medicine. I mean, I was in no
8 mental shape to be there to make a legal
9 decision. And especially for hours, we were
10 there for hours, from like 9:30 to 6:30.

11 **CHAIR:** Okay.

12 **MS. HUTCHINS:** I just don't see why, you know, how
13 it can be, you know -- and then when I sent --
14 and then when it was -- it wasn't -- it was
15 less than a day later I was saying that I did
16 not want to do this, I was in no shape of
17 agreeing to this. The Form 70 that was sent in
18 was -- my name was spelled incorrect. My --
19 and then it had the wrong information on there.
20 That was the only thing that was sent in the --
21 to the Commission at the time.

22 **CHAIR:** Was that -- when you say your name was
23 spelled incorrectly, are you talking about the
24 -- your first name?

25 **MS. HUTCHINS:** Yes, ma'am.



1 CHAIR: Okay.

2 MS. HUTCHINS: Yes, ma'am. And then it had the
3 wrong information, it had that we were settling
4 on my left knee, it's my right knee. And that
5 was the only thing that was sent in to the
6 Commission at the time. And then something
7 about an employee -- employment agreement and
8 I had seven days to revoke it. I revoked it
9 within the seven days. But my point, I should
10 have never been there to begin with, they all
11 knew I was under stress. When I was there I
12 had just been changed to different medication.
13 I have a doctor's note saying that, you know,
14 I was in no mental shape to be making a legal
15 decision at that time. And then, you know,
16 like I say, the only thing that was sent him
17 was a Form 70, which was -- my name was spelled
18 wrong and then there was, you know, the
19 incorrect information.

20 CHAIR: Okay. And you'll have -- is -- is that all
21 you'd like to say before you hear, we hear from
22 Ms. Tiddy or would you like to keep going? You
23 do have a little bit of time left?

24 MS. HUTCHINS: And I do like to say that this has
25 been a nightmare, because from the beginning



1 all that has been is them want me to settle,
2 settle, settle. And I keep telling them no,
3 no, no. And just right before that they had --
4 Thomas had did a mediation and I cancelled it.
5 That was sometime in August that -- prior to
6 this mediation, and I had cancelled it. And
7 then I had a deposition. And Ms. Tiddy asked
8 me if I wanted to settle, and I said no, ma'am,
9 I don't want to settle. And then they want to
10 combine both of these, and that is real
11 confusion when you do that. And, you know, I
12 don't -- they're two separate cases. And, you
13 know, from day one, especial- -- well, on both
14 cases, is nothing but delay treatment, delay,
15 delay, delay. That was the only reason that
16 the Form 50 was filed in -- the in the
17 beginning was because they pulled me from the
18 one doctor I was seeing and sent me to another
19 one and he said I needed more treatment. Well,
20 it was almost nine months and no treatment.
21 Well, as soon as Thomas filed the Form 50 I get
22 an appointment to go see a doctor. And then on
23 my knee claim, it has been over two years now
24 and I've just seen a doctor on January the
25 14th. And now, because of the delay of the



1 treatment and delayed medication, I had -- my
2 knee is in so much worse shape. I mean,
3 they're -- they're even talking about doing a
4 knee replacement because it's in so bad shape
5 now because of delayed treatment. And I just
6 -- I -- I -- I don't -- I don't agree with --
7 I mean, there's emails where he, you know,
8 would not show me where Commissioner signed off
9 and agreed to or -- or that, you know, I -- I
10 felt like I'm under stress and anxiety. And I
11 didn't want to be at this mediation anyways,
12 but my lawyer's telling me I have to be there
13 because the Commissioner told me to, and then
14 that -- that's the law. And I understand some
15 claims do have to go to mediation to begin
16 with, but I'm still under doctor's care. This
17 med- -- she had just changed my medicine. How
18 can anybody change -- how can anybody know or
19 understand anything if you're having panic
20 attacks, anxiety attacks? I -- I mean, just
21 delay treatment, delayed -- where they have
22 delayed everything basically. And it's all
23 because I won't settle the claim. And then I
24 believe it was just -- because the last one I
25 cancelled, and so Thomas just says, well,



1 Commissioner signed off so you have to go now.
2 But -- and then you're in a long mediation from
3 9:30 to 6:30, which I kept trying to say I
4 wanted to leave, and being talked out of it.
5 You're so confused, and then it was only
6 supposed to be for the mental claim, but then
7 both claims got brought up into it and, you
8 know, I -- it's overwhelming, confusing. I am
9 under a doctor because of, you know, all this
10 stress and anxiety, and then that was like way
11 more stress.

12 CHAIR: Okay. And you will have three minutes in
13 reply. All right. Ms. Tiddy.

14 RESPONDENT'S ARGUMENT:

15 MS. TIDDY: Thank you, Commissioner Barden. May it
16 please the Commission. We're here today, and
17 I think you three are all aware of it, but
18 we're here today because a motion was filed to
19 compel two different settlements, one in each
20 of these claims, and that motion to compel was
21 granted by Commissioner Campbell. And I would
22 submit to you that his decision was correct and
23 it was just and it -- and it was fair to Ms.
24 Hutchins. She may not view it that way, but --
25 but there are basically three things that I'd



1 like for you to consider. Number one, both of
2 these settlements were abundantly fair, what
3 she was paid, what was agreed to, was extremely
4 generous. And I'll go through the terms of the
5 settlement later. But secondly, both
6 settlements were totally in accord with the
7 Act. Both parties were represented by counsel.
8 The documents were executed and signed by all
9 parties on the day of the mediation and they
10 were forwarded to Commission. Now Ms. Hutchins
11 advised that she did not want to proceed before
12 they were received, but everything had, was
13 mailed to the Commission. And then finally,
14 the allegations that Ms. Hutchins is making
15 that she was not aware of what was going on and
16 that she was pressured into this settlement, I
17 believe to be totally false. And as you all
18 know, we can't call Derrick Williams to
19 testify, we certainly can't call her attorney
20 to testify as to what happened because
21 mediation itself is privileged, but Derrick
22 mediated this case. And we selected Derrick
23 Williams because of his experience as a prior
24 Commissioner and because of his knowledge, and
25 also frankly because of his demeanor. He is



1 such a great judicial temperament and is a kind
2 person, and very patient. And Thomas and I
3 both selected Derrick because we wanted all Ms.
4 Hutchins' questions to be answered and we
5 didn't want her to feel pressured. So again,
6 I feel the settlement was abundantly fair. I
7 felt both parties were represented by counsel.
8 It was executed and it was sent to the
9 Commission. I wanted to tell you just a little
10 bit about this case, and I'm going to try to
11 keep it brief because it goes way back to
12 November of 2014. This is an admitted right
13 knee injury, Ms. Hutchins slipped in some wet
14 leaves and hurt her right knee. Case was
15 accepted and has been from the get-go. She was
16 represented by Charlie Hodge originally, she
17 was given an eight percent rating and we
18 settled this case way back, reached an
19 agreement way back in August of 2016 on a
20 16(a). We paid her twenty percent to the knee
21 on an eight percent rating back in -- well, we
22 agreed to it back in -- I can't -- I think it
23 was June of 2016, oh, excuse me, I meant May of
24 2016. In any event, it was June of 2017 before
25 that 16(a) settlement was filed with the



1 Commission because Charlie couldn't get her to
2 sign it. We -- she had a change of condition.
3 We provided treatment with a doctor of her
4 choosing. We settled it again on a 16(a) back
5 in May of 2019. She had an additional two
6 percent rating and we paid her additional five
7 percent. We went before Commissioner Wilkerson
8 on the record with that settlement, put it on
9 the record. He -- Charlie asked her questions,
10 Commissioner Wilkerson answered -- asked her
11 questions. She agreed to that on the record.
12 Again, the same thing happened, she wouldn't
13 execute paperwork. And it was January of 2020
14 before we finally got that signed and filed.
15 In the meantime, Charlie withdrew because she
16 wouldn't execute the settlement that she agreed
17 to. She got Thomas to represent her in both of
18 these claims. The mental stress claim arises
19 out of -- from May of 2017, it was a ser- --
20 sexual harassment situation at work. Again
21 admitted, treatment was provided. We did have
22 disputes about medical treatment, ongoing
23 medical treatment, and Thomas filed for
24 hearings. The mental claim is a mental-mental
25 claim, it is subject to mandatory mediation.



1 And I don't think Sheila ever fully understood
2 that, but it's a mental-mental claim, under the
3 regulations it was subject to mandatory
4 mediation. So we scheduled this mediation on
5 May 20- -- excuse me on April 29th of this year
6 with Derrick Williams. Thomas was here. Ms.
7 Hutchins' husband or significant other was
8 there. Thomas was there. She was fully
9 represented. Derrick worked with us all day.
10 We reached agreements. Because of the prior
11 issues with getting Ms. Hutchins to execute the
12 paperwork, we went ahead and did everything
13 that day. Thomas was here. He explained
14 everything to her. Derrick sent in the Form 70
15 the next day on the 30th, and then on May 1st
16 she notified us that she no longer wanted to
17 proceed. I filed a motion to compel
18 settlement. It was set, I believe, before
19 Commissioner James, who gave Ms. Hutchins more
20 time to get another lawyer. And then finally
21 in September of 2020, Commissioner Campbell
22 granted the motion to compel. And again, you
23 know, when you look at the Act, I think that
24 the Act is designed to encourage settlement
25 because it's efficient, as long as the



1 settlement is fair and in accordance with the
2 Act. And I submit to you that both of these
3 settlements are abundantly fair and in
4 accordance with the Act. On the first one,
5 again, Ms. Hutchins has a total of a ten
6 percent rating to her knee. We pa- -- well, we
7 agreed to pay her \$30,000 on that which comes
8 out to an additional forty percent to her knee,
9 and leave the medical open. So, we're paying
10 her sixty five percent to the knee on a ten
11 percent rating and leaving the medical open.
12 I'll be honest with you, my clients are fed up
13 with this claim because it's been the same
14 thing over and over again and they really
15 wanted to get some sort of resolution on the
16 indemnity, which is why we agreed to pay that
17 much. On the mental stress claim, Ms. Hutchins
18 admittedly was not quite at MMI. She was still
19 treating with Dr. Compean, I think, in Columbia
20 who left, but she was nearing MMI. That was
21 evident from the medical records. And we paid
22 her 40- -- or agreed to pay over \$45,000 on
23 that, \$40,000 for indemnity and then \$5,000 for
24 possible future medical. Ms. Hutchins, again,
25 as she indicated she has a college degree,



1 she's worked in finance, this is not a
2 situation where Ms. Hutchins is going to be
3 totally disabled from the mental stress claim.
4 So again, both settlements were abundantly
5 fair, they were in accordance with the Act,
6 both parties were represented, and everything
7 was fully executed on the day of the mediation.
8 And again, Commissioners, I just want to focus
9 again on Ms. Hutchins' representations that she
10 was pressured into this. We were here all day.
11 She was represented. She had her significant
12 other there. Derrick is extremely patient. I
13 sat down with Ms. Hutchins myself afterwards
14 and executed the paperwork. And actually, at
15 that time everything was very friendly and
16 everybody seemed content. I just don't buy
17 that Derrick Williams stood over her and
18 wouldn't let her leave if she really felt
19 uncomfortable. I just don't believe it. And
20 so, I think the settlements are fair. I think
21 they're in accordance with the Act. She was
22 represented. And I -- I really strongly feel
23 that -- that they should be enforced. And I
24 don't think she's ever going to see this kind
25 of money out of these claims again, and I think



1 this is her best day.*

2 CHAIR: Okay. Thank you, Miss Tiddy. All right.

3 You have, as I told you, Ms. Hutchins, you have
4 three minutes in reply. So, whenever you're
5 ready.

6 APPELLANT'S REPLY:

7 MS. HUTCHINS: Yes. On the first settlement, I --
8 she keeps saying that we settled that on May
9 16th. That is incorrect. We did not se- -- we
10 did not make a settlement on May 16th, 2016.
11 We went to court and she withdrew her whatever
12 you withdraw, a form where she took us to
13 court, because Charlie had went to the -- went
14 to the doctor and that he -- we -- he had got
15 him where -- made a statement saying that I
16 would need a knee replacement. So it went
17 through the courts through then, but we had not
18 made any kind of settlement on that first case
19 until May when we went to court and it went on
20 record, and then a month later I signed the
21 paperwork. I don't know why she keeps saying
22 that. And then my witness, Joe Wilson, can
23 tell you, I mean, I -- I was told no, we're --
24 you just stay here, this -- we're going to get
25 this worked out. And -- and I -- at the MMI I



1 was -- she keeps saying I was close. The --
2 the doctor had said that I was going to need 12
3 weeks of one time a week for 12 weeks, and then
4 she would look at being pla- -- placing me at
5 MMI. She wasn't -- she didn't say she was
6 going to place me at MMI then, MMI. But I
7 don't know why she keeps saying that on the
8 first settlement because we never had an
9 agreement on that first settlement. And, you
10 know, I never not settled it on that first
11 settlement. And as far as she knows -- and
12 Tracy did not sit down with me, Thomas sit down
13 with me with the paperwork after mediation
14 because Derrick left, Thomas sit* down with me
15 with the paperwork. Tracy was in her office,
16 she was not nowhere near me going over the
17 paperwork with me. And I don't -- she -- I
18 mean, she's -- she's not a doctor, she doesn't
19 know, you know, if I'm going to be disabled
20 from either case, she's no doctor. I just --
21 I don't feel that it was right. I don't -- I
22 feel that I -- you know, I don't care how much
23 education, if you are overwhelmed and you have
24 that -- you didn't even want to be there to
25 begin with because you got anxiety and panic



1 attacks and you're still seeing doctors, under
2 a doctor and you are still there, I mean, I --
3 I don't see how that's fair. And what she's
4 saying, you know, with medical costs, do you
5 know how much medical cost is nowadays?
6 Medical cost is a lot. And she may think
7 that's a better settlement, but I don't think
8 it's a fair settlement. I never wanted to
9 settle the cases.

10 CHAIR: Okay.

11 MS. HUTCHINS: Just because -- just because they ---

12 CHAIR: They can ---

13 MS. HUTCHINS: I'm sorry?

14 CHAIR: That concludes your time, but I want you to
15 go ahead and finish your thought, okay?

16 MS. HUTCHINS: You know and just because they want,
17 you know, their clients are tired of dealing
18 with it, that -- you know, I -- I don't like
19 being hurt.

20 CHAIR: Okay.

21 MS. HUTCHINS: I don't like being disabled, and I
22 have been. I've lost everything because of
23 this: my job, my health inj- -- health income,
24 everything. I have nothing. I lost
25 everything.



1 CHAIR: Thank you, ma'am. That concludes this
2 proceeding.

3 (There being nothing further, the virtual hearing
4 concluded at 3:32 p.m.)
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

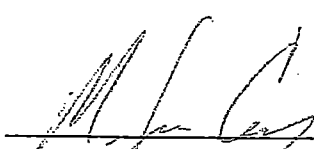


CERTIFICATE

This is to certify that the within hearing consisting of twenty (20) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on June 8, 2021.


M. Sean Cary
Court Reporter

Notary Public for South Carolina
My Commission Expires: January 29, 2023



WCC 17175721
BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
COUNTY OF
W.C.C. FILE NUMBER: 1421297

SHELIA HUTCHINS,

EMPLOYEE/CLAIMANT

vs.

SECURITY GROUP, INC.

EMPLOYER,

and

HARTFORD ACCIDENT AND INDEMNITY CO
CARRIER,

DEFENDANTS.

CONSENT ORDER

This claim was scheduled for a hearing on May 9, 2016 in Spartanburg, South Carolina before the Honorable Aisha Taylor. Prior to the scheduled hearing, the parties to this claim reached an agreement to resolve the outstanding issues in controversy and have requested the Commission to issue this Order memorializing the agreement. The parties have agreed as follows:

1. The Claimant sustained a compensable work related accident on 11/20/2014, when she injured her right knee when she slipped while performing her job duties. The Claimant was released at maximum medical improvement by Dr. Hoenig, the authorized treating physician, on May 13, 2016. Dr. Hoenig stated that the Claimant had sustained an 8% impairment to the right leg as a result of her work injury.
2. The parties agree that the Claimant has sustained a permanent partial disability to her right leg as a result of this claim. The Defendants shall pay, and the Claimant has agreed to accept, 39 weeks of compensation, which represents 20% to the right leg, at the compensation rate of \$384.63, for a total of \$15,057.00.
3. After carefully considering the Form 14B completed by Dr. Hoenig, an affidavit completed by Dr. Hoenig and the deposition of Dr. Hoenig, the parties agree that Defendants shall be responsible for lidocaine patches and three cortisone injections per year for a period of five years. In addition, the parties

agree that defendants shall be responsible for a right total knee replacement should the claimant require the same.

4. Defendants further agree to pay to the Claimant the sum of \$772.42 in compromise of disputed temporary partial disability benefits.

4. The Parties agree that a claim for additional compensation based on a worsening of Claimant's condition must be filed no later than one (1) year from the date of the last payment compensation. Only medical care specifically detailed herein will be paid under this agreement.

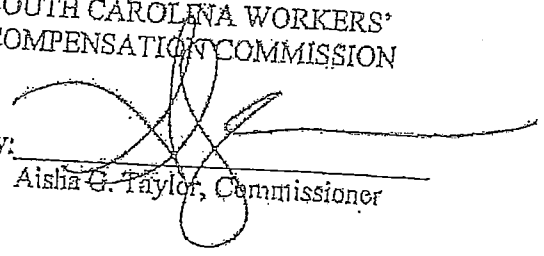
4. The Claimant agrees that the provisions of this agreement, including the amount paid to the Claimant by the Employer, are to be kept confidential and are not to be shared with other employees of the Employer.

I find the agreement among the parties set forth above to be reasonable.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above agreement among the parties be approved and adopted as an Order of the South Carolina Workers' Compensation Commission.

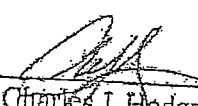
AND IT IS SO ORDERED.

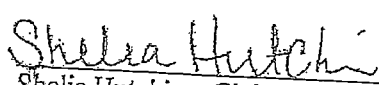
SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

By: 
Aisha G. Taylor, Commissioner

Dated: 6/14/2017
Columbia, South Carolina

WE HEREBY CONSENT:

By: 
Charles J. Hodge, Esquire
Attorney for Claimant

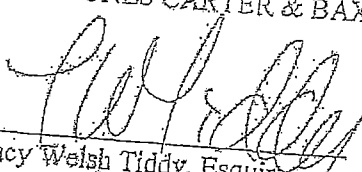

Shelia Hutchins, Claimant

CERTIFICATE OF SERVICE

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

By Renee Smith on June 16, 2017

WILLSON JONES CARTER & BAXLEY,
P.A.

By: 

Tracy Welsh Tiddy, Esquire
Attorney for Defendants

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1421297

Shelia Hutchins,
Employee,
Claimant,
vs.
Security Group, Inc.,
Employer,
and
Hartford Accident and Indemnity Co.,
Carrier,
Defendants.

CONSENT ORDER

This claim was scheduled for a hearing on November 7, 2019, at 1 p.m., in Spartanburg, South Carolina. Prior to the scheduled hearing, the parties to this claim reached an agreement to resolve the outstanding issues in controversy and have requested the Commission to issue this Order memorializing the agreement. The parties have agreed as follows:

1. Defendants shall pay the claimant an additional 5% permanent partial disability to her right leg in the amount of \$3,750.14 as a result of her change of condition for worse and subsequent surgical procedure by Dr. Thomas Leong.
2. Defendants shall, as soon as practicable, provide surgery to remove the Claimant's hardware at the hands of a qualified orthopedic surgeon to be agreed upon by the parties. If the parties cannot agree on a doctor to perform this procedure, the parties agree that the Commission shall determine the authorized treating physician.
3. Defendants shall be responsible for lidocaine patches and three cortisone injections

per year for five years from the date of the original settlement order, June 14, 2017.

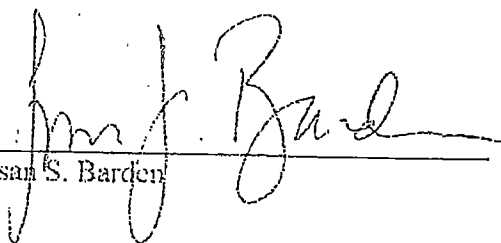
4. The Claimant shall retain a one-year period in which to file for an additional change of condition for the worse which shall begin to run from the date she receives compensation for the permanent partial disability referenced above and signs a Form 19.
5. Claimant has a right to raise the issue of a total knee replacement beyond the one - year period, but Defendants retain their right to oppose the same pursuant to the earlier order of Commissioner Wilkerson.

I find the agreement among the parties set forth above to be reasonable.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above agreement among the parties be approved and adopted as an Order of the South Carolina Workers' Compensation Commission. This file shall be returned to General Files until a hearing request is made by either party through proper pleadings. All other issues will be held in abeyance and are reserved for agreement by the parties or determination by the Commission at a later time.

AND IT IS SO ORDERED.

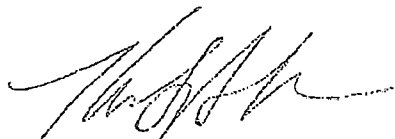
South Carolina Workers'
Compensation Commission


Susan S. Barden

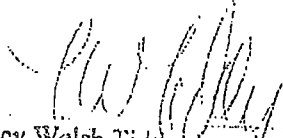
Dated: January 17, 2020
Columbia, South Carolina

WE DO HEREBY CONSENT:


Shelia F. Hutchins, Claimant


Thomas S. Phillips, Esq.
Attorney for Claimant

WILLSON JONES CARTER & BAXLEY, P.A.


Tracy Welsh Tiddy, Esquire
Attorneys for Defendants

CERTIFICATE OF SERVICE

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

By Barbara Skarbek on January 17, 2020

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Shelia Hutchins,

Employee,

Claimant,

-vs-

Security Group, Inc.,

Employer,

and Hartford Accident and Indemnity Co,

Carrier,

Defendants.

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

AGREEMENT AND FINAL RELEASE

W.C.C. FILE NO. 1421297

CARRIER FILE NO. YKT78329C

This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of Shelia Hutchins ("Claimant"). Claimant is represented by Thomas S. Phillips, Esquire, and Defendants, Security Group, Inc. and Hartford Accident and Indemnity Co, are represented by Tracy Welsh Tiddy, Esquire of Willson Jones Carter & Baxley, P.A. The South Carolina Workers' Compensation Commission has jurisdiction. The parties agree that venue is proper in Spartanburg County, South Carolina.

Claimant was an employee of Security Group, Inc. and on or about November 20, 2014, she sustained an injury by accident arising out of and in the course of said employment when she she slipped and twisted her right knee. As a result of this work accident, Claimant sought and received medical treatment from Dr. Walter Grady, Dr. Michael Hoenig, Dr. James Behr, Dr. Thomas Leong, and Dr. Gregory Colbath. Claimant was rated as having 10% to her right knee percent (10 %) impairment to the right knee by Dr. Thomas Leong on April 1, 2019. Disputes have now arisen concerning Claimant's entitlement to further medical care and treatment, further temporary total disability compensation and the extent of causally related permanent disability, if any. Claimant's compensation rate is Dollars (\$384.63).

The parties hereto now advise that in their opinion the matter is in bona fide dispute and

in view of such dispute an agreement has been reached to settle this matter in its entirety, subject to the approval of the South Carolina Workers' Compensation Commission.

Under the proposed settlement, Defendants have agreed to pay and Claimant has agreed to accept the total final settlement sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) in full settlement and satisfaction of every liability of whatsoever nature or kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, said work accident occurring on or about November 20, 2014, while Claimant was an employee of Security Group, Inc. As an integral part of this settlement agreement, it is expressly understood and agreed that Defendants shall be responsible for all causally related medical expenses incurred through April 29, 2020 and as approved by this Commission pursuant to the South Carolina Worker's Compensation Fee Schedule. In addition, Defendants shall be responsible for future causally related medical treatment for the Claimant's right knee at the direction of Dr. Ed Brown or Dr. Matthew Schwartz. If both of these physicians decline to treat the Claimant, the parties agree that a treating physician shall be appointed by the South Carolina Workers Compensation Commission. The parties agree that Defendants retain their right to dispute responsibility for a total knee replacement should the same be recommended in the future. Any and all further medical expenses of whatsoever nature or kind shall be the express liability of Claimant, and Defendants shall have no liability therefore.

For ERISA and Social Security disability purposes, the settlement proceeds of Thirty Thousand and 00/100ths Dollars (\$30,000.00) shall be allocated as follows: Ten Thousand and 00/100ths Dollars (\$10,000.00) as attorney's fees; Four Hundred Seventy-Two and 59/100ths Dollars (\$472.59) as costs; and the remainder of Nineteen Thousand Five Hundred Twenty-Seven and 41/100ths Dollars (\$19,527.41) at the rate of Thirty-Eight and 74/100ths Dollars (\$38.74) per month for a period of 504 months pursuant to §§ 42-9-10 & 42-9-30 of the 1976 Code of Laws as interpreted by the South Carolina Supreme Court in *Utica Mohawk Mills v. Orr*, 227 S.C. 226, 97 S.E.2d 589 (1955) and by the Third Circuit Court of Appeals in *Sciarotto v. Bowen*, 837 F.2d 135 (3rd Cir. 1988).

the requested allocation of the settlement sum as set forth above and that the proposed allocation in no way affects the absolute release of Defendants.

Claimant hereby asserts that she has been fully advised by her attorney of record of all of her rights under the South Carolina Workers' Compensation Act, and that Claimant is of the opinion that the proposed settlement is reasonable and fair and in this opinion Claimant's attorney concurs and asserts that he has fully advised Claimant of all her rights under the South Carolina Workers' Compensation Act, and they respectfully request that this Commission approve the settlement as set forth above. Claimant hereby asserts that she recognizes that her consent to, and the approval of, this Agreement and Final Release is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid work accident occurring on or about November 20, 2014, while Claimant was an employee of Security Group, Inc..

Claimant hereby affirms that she has not applied for and is not receiving Social Security disability, is not on Medicare, is not enrolled in Medicare Advantage, and is not aware of any Medicare liens. The parties expressly agree that Claimant does not have a reasonable expectation of Medicare eligibility within 30 months from the date of this settlement. The parties have taken into consideration Medicare's potential interest in the resolution of this claim and believe Medicare has no interest. The parties agree that a Medicare Set-Aside will not be submitted to CMS for review and/or approval. Claimant has been advised of the potential risks associated with not establishing a Medicare Set-Aside account and not submitting a Medicare Set-Aside to CMS for review and/or approval, including but not limited to, CMS/Medicare's potential withholding of Medicare benefits to Claimant.

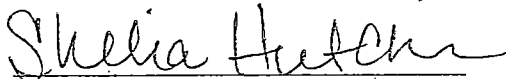
The parties hereto acknowledge that the South Carolina Workers' Compensation Commission relies upon the representation of the attorney for Claimant that Claimant has been fully apprised of her rights under the South Carolina Workers' Compensation Act.

The parties acknowledge that the opinions stated by the physicians regarding the nature and extent of the Claimant's medical condition and disability are opinions, not facts, and that, to

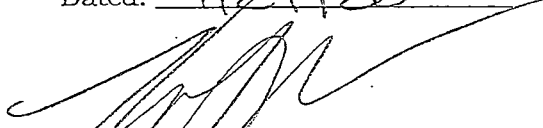
the extent they are relying on those opinions, they are doing so with the knowledge that such opinions may be incorrect. Accordingly, Claimant and Defendant (Employer, Carrier and/or servicing agent) agree that this settlement agreement cannot be voided in the future for any reason, including on the basis that either or both parties relied on statements or opinions from physicians, or other medical providers, in entering into this agreement.

NOW, THEREFORE, IT IS AGREED, SETTLED, APPROVED, and ORDERED that upon the payment of the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) by Defendants, and the acceptance of said sum by Claimant, and the payment of the medical expenses as specifically set forth hereinabove, Defendants be, and they hereby are, fully and forever discharged of all liability, obligations and/or responsibilities of whatsoever nature and kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid work accident occurring on or about November 20, 2014, while Claimant was an employee of Security Group, Inc., so that upon such payment and the acceptance as aforesaid, this matter be, and it hereby is, res judicata and not subject to review under any conditions. Claimant enters into this Agreement and Final Release freely and voluntarily, without undue influence, coercion, or duress of any kind.

WE CONSENT TO THE FOREGOING
AGREEMENT:

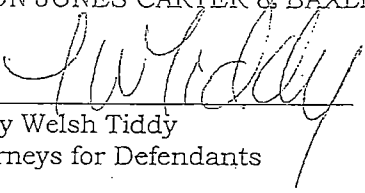

Shelia Hutchins, Claimant

Dated: 4/29/20


Thomas S. Phillips
Attorney for Claimant

WILLSON JONES CARTER & BAXLEY, P.A.

BY: _____


Tracy Welsh Tiddy
Attorneys for Defendants

STATE OF SOUTH CAROLINA	)	BEFORE THE SOUTH CAROLINA
COUNTY OF SPARTANBURG	)	WORKERS' COMPENSATION COMMISSION
Shelia Hutchins,	)	AGREEMENT AND FINAL RELEASE
Employee,	)	W.C.C. FILE NO. 1717574
Claimant,	)	CARRIER FILE NO. Y66C81067
-vs-	)	
Security Group, Inc.,	)	
Employer,	)	
and Hartford Accident & Indemnity	)	
Company,	)	
Carrier,	)	
Defendants.	)	

This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of Shelia Hutchins ("Claimant"). Claimant is represented by Thomas S. Phillips, Esquire, and Defendants, Security Group, Inc. and Hartford Accident & Indemnity Company, are represented by Tracy Welsh Tiddy, Esquire of Willson Jones Carter & Baxley, P.A. The South Carolina Workers' Compensation Commission has jurisdiction. The parties agree that venue is proper in Spartanburg County, South Carolina.

Claimant was an employee of Security Group, Inc. and on or about May 1, 2017, she sustained an injury by accident arising out of and in the course of said employment when she was sexually harassed by her supervisor and sustained a mental injury. As a result of this work accident, Claimant sought and received medical treatment from counselor Tim Holland, Dr. Jesse Raley, and Dr. Ebele Compean. No impairment rating was issued. Disputes have now arisen concerning Claimant's entitlement to further medical care and treatment, further temporary total disability compensation and the extent of causally related permanent disability, if any. Claimant's compensation rate is Four Hundred Twenty-nine and 28/100 Dollars (\$429.28).

The parties hereto now advise that in their opinion the matter is in bona fide dispute and in view of such dispute an agreement has been reached to settle this matter in its entirety, subject

to the approval of the South Carolina Workers' Compensation Commission.

Under the proposed settlement, Defendants have agreed to pay and Claimant has agreed to accept the total final settlement sum of Forty-five Thousand and 00/100 Dollars (\$45,000.00) [\$40,000.00 for permanent partial disability and \$5,000 for future medical treatment] in full settlement and satisfaction of every liability of whatsoever nature or kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, said work accident occurring on or about May 1, 2017, while Claimant was an employee of Security Group, Inc.. As an integral part of this settlement agreement, it is expressly understood and agreed that Defendants shall be responsible for all causally related medical expenses authorized by them and incurred through April 29, 2020 and as approved by this Commission pursuant to the South Carolina Worker's Compensation Fee Schedule. In additions, Defendants shall pay to Tim Holland of Blue Water Counseling One Thousand Six Hundred Ten and 00/100 (\$1,610.00) for unauthorized treatment provided to the Claimant. Any and all further medical expenses of whatsoever nature or kind shall be the express liability of Claimant, and Defendants shall have no liability therefore.

Defendants further agree that they shall continue to pay temporary benefits until the settlement checks are delivered to Claimant's attorney's office.

For ERISA and Social Security disability purposes, the settlement proceeds of Forty-Five and 00/100ths Dollars (\$45,000.00) [\$40,000.00 for permanent partial disability and \$5,000 for future medical treatment] shall be allocated as follows: Five Thousand and 00/100ths Dollars (\$5,000.00) as attorney's fees; Three Hundred Eight and 46/100ths Dollars (\$308.46) as costs; and the remainder of Thirty-Four Thousand Six Hundred Ninety-One and 54/100ths Dollars (\$34,691.54) at the rate of Sixty-Eight and 83/100ths Dollars (\$68.83) per month for a period of 504 months pursuant to §§ 42-9-10 & 42-9-30 of the 1976 Code of Laws as interpreted by the South Carolina Supreme Court in *Utica Mohawk Mills v. Orr*, 227 S.C. 226, 97 S.E.2d 589 (1955) and by the Third Circuit Court of Appeals in *Sciarotto v. Bowen*, 837 F.2d 135 (3rd Cir. 1988).

It is expressly understood Defendants take no position and make no representation as to the requested allocation of the settlement sum as set forth above and that the proposed allocation in no way affects the absolute release of Defendants.

Claimant hereby asserts that she has been fully advised by her attorney of record of all of her rights under the South Carolina Workers' Compensation Act, and that Claimant is of the opinion that the proposed settlement is reasonable and fair and in this opinion Claimant's attorney concurs and asserts that he has fully advised Claimant of all her rights under the South Carolina Workers' Compensation Act, and they respectfully request that this Commission approve the settlement as set forth above. Claimant hereby asserts that she recognizes that her consent to, and the approval of, this Agreement and Final Release is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid work accident occurring on or about May 1, 2017, while Claimant was an employee of Security Group, Inc.

Claimant hereby affirms that she has not applied for and is not receiving Social Security disability, is not on Medicare, is not enrolled in Medicare Advantage, and is not aware of any Medicare liens. The parties expressly agree that Claimant does not have a reasonable expectation of Medicare eligibility within 30 months from the date of this settlement. The parties have taken into consideration Medicare's potential interest in the resolution of this claim and believe Medicare has no interest. The parties agree that a Medicare Set-Aside will not be submitted to CMS for review and/or approval. Claimant has been advised of the potential risks associated with not establishing a Medicare Set-Aside account and not submitting a Medicare Set-Aside to CMS for review and/or approval, including but not limited to, CMS/Medicare's potential withholding of Medicare benefits to Claimant.

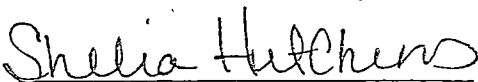
The parties hereto acknowledge that the South Carolina Workers' Compensation Commission relies upon the representation of the attorney for Claimant that Claimant has been fully apprised of her rights under the South Carolina Workers' Compensation Act.

The parties acknowledge that the opinions stated by the physicians regarding the nature

and extent of the Claimant's medical condition and disability are opinions, not facts, and that, to the extent they are relying on those opinions, they are doing so with the knowledge that such opinions may be incorrect. Accordingly, Claimant and Defendant (Employer, Carrier and/or servicing agent) agree that this settlement agreement cannot be voided in the future for any reason, including on the basis that either or both parties relied on statements or opinions from physicians, or other medical providers, in entering into this agreement.

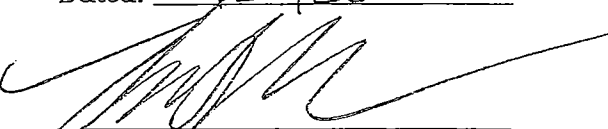
NOW, THEREFORE, IT IS AGREED, SETTLED, APPROVED, and ORDERED that upon the payment of the sum of Forty-five Thousand and 00/100 Dollars (\$45,000.00) [\$40,000.00 for permanent partial disability and \$5,000 for future medical treatment] by Defendants, and the acceptance of said sum by Claimant, and the payment of the medical expenses as specifically set forth hereinabove, Defendants be, and they hereby are, fully and forever discharged of all liability, obligations and/or responsibilities of whatsoever nature and kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid work accident occurring on or about May 1, 2017, while Claimant was an employee of Security Group, Inc., so that upon such payment and the acceptance as aforesaid, this matter be, and it hereby is, res judicata and not subject to review under any conditions. Claimant enters into this Agreement and Final Release freely and voluntarily, without undue influence, coercion, or duress of any kind.

WE CONSENT TO THE FOREGOING
AGREEMENT:



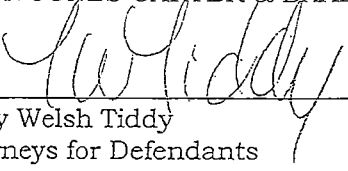
Shelia Hutchins, Claimant

Dated: 4/29/20


Thomas S. Phillips

Attorney for Claimant

WILLSON JONES CARTER & BAXLEY, P.A.

BY: 

Tracy Welsh Tiddy
Attorneys for Defendants

South Carolina Workers' Compensation Commission
 1333 Main Street, Suite 500
 Post Office Box 1715
 Columbia, South Carolina 29202-1715
 (803) 737.5675 www.wcc.sc.gov



WCC File #: 1421297 & 1717574
 Carrier File #: _____
 Carrier Code #: _____
 Employer FEIN #: _____

Claimant's Name: Sheila Hutchins SSN: _____ Employer's Name: Security Group
 Address: _____ Address: _____
 City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
 Home Phone: _____ Work Phone: _____ Insurance Carrier: The Hartford

Claimant's Attorney: Thomas Phillips Employer Carrier Attorney: Tracy Tiddy
 Phone: _____ Email: _____ Phone: _____ Email: _____

Derrick L. Williams Mediator dwilliams@mickleandbass.com 4/30/2020
 Preparer's Signature Title Email Date

Pursuant to Reg. 67-1803 A. and 67-1809, the undersigned duly qualified Mediator reports the following results of the mediation held on 4/29/2020 (m/d/yyyy):

The following issues mediated and are settled or contested as indicated below:

ISSUE	SETTLED	CONTESTED
Permanency, future medical	Clincher, meds open on left knee	

Per agreement of the Parties the matter is to be:

- ☐ Rescheduled pursuant to Reg. 67-1804 C. on _____
☐ Set for hearing to determine all issues.
☐ Set for hearing to determine remaining issues pursuant to the Forms 58.
☐ Returned to General Files pending request for hearing from either Party.

The ☐ Claimant ☒ Defendants shall submit the Final Agreement & Release, Consent Order, Form 16A, or other appropriate documentation regarding the agreement to the Commission.

The costs of the mediation is : \$ 3,525.00.

The cost was shared equally by the Parties.

The total cost was paid by the ☐ Claimant ☒ Defense.

The cost was paid pursuant to an Order of the Commission pursuant to Reg. 67-1807.

Mediator: Derrick L. Williams Address: 3200 Devine Street, Columbia, SC 29205

Phone: 803-929-0029 Email: dwilliams@mickleandbass.com

This report is to be returned to the Commission in all cases, whatever the mediation results. This form is used solely for tracking purposes and does not become a part of the Commission file.

Questions about the use of this form should be directed to the Judicial Department at 803-737-5675, or mediation@wcc.sc.gov. Refer to Regulation 67-1801.

WCC FORM # 70

Created 7/13

70

MEDIATOR REPORT

59

WILLSON JONES CARTER & BAXLEY, P.A.

ATTORNEYS AT LAW

GREENVILLE CHARLESTON COLUMBIA CHARLOTTE RALEIGH ATLANTA MYRTLE BEACH

Tracy Welsh Tiddy
Direct (864) 527-3271
Fax (864) 235-6015
twtidy@wjlaw.net

325 Rocky Slope Road, Suite 201
Greenville, SC 29607
www.wjcbaw.com

May 11, 2020

Ms. Amy Bracy
Judicial Director
South Carolina Workers' Compensation Commission
P.O. Box 1715
Columbia, SC 29202-1715

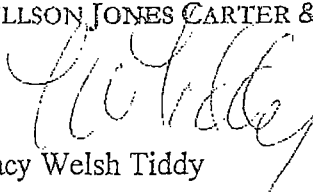
Re: Shelia Hutchins vs. Security Group, Inc. DOI: 05/01/2017
WCC File No.: 1717574 DOI: 5/1/2017
Carrier: Hartford Accident & Indemnity Company - Claim No.: Y66C81067
WJC&B File No.: 0100.03993

Dear Ms. Bracy:

Enclosed please find a Form 21, Employer's Request for Hearing, in the above-referenced matter, along with a current Form 18 and \$50.00 check in payment of the Commission's filing fee.

With kindest regards,

WILLSON JONES CARTER & BAXLEY, P.A.


Tracy Welsh Tiddy

TWT/jcw
Enclosures

cc (w/enclosure): Thomas S. Phillips, Esq. (via e-mail)
Ms. Lisa House (via e-mail)



Claimant's Name: Shelia Hutchins SSN: 246-37-5042 Employer's Name: Security Group, Inc.
Address: 1391 Wilcox Avenue Address: P.O. Box 811
City: Gaffney State: SC Zip: 29341 City: Spartanburg State: SC Zip: 29304
Home Phone: (864) 490-2367 Work Phone: _____ Insurance Carrier: Hartford Accident & Indemnity Company
Preparer's Name: Tracy Welsh Tiddy Law Firm: Willson Jones Carter & Baxley, P.A. Preparer's Phone: (864) 527-3271

The date of injury reported on Form 12A is: 5/1/2017 (m/d/yyyy)

Check appropriate section(s). The Employer's Representative requests a hearing to:

- I. ☐ **Stop payment of compensation.** Claimant has reached maximum medical improvement and Claimant continues to receive temporary compensation payments. The employer's representative requests a hearing pursuant to § 42-9-260(D) to stop payment of temporary compensation. A hearing requested pursuant to this section must be held within sixty days of the date of the request.

Claimant reached maximum medical improvement on _____ (m/d/yyyy) (copy of medical report must be attached).

Compensation payments are current as of _____ (m/d/yyyy) and shall continue until otherwise ordered or until Form 17 is signed by the claimant.

A Form 17 was offered and refused on _____ (m/d/yyyy).

- II. ☒ **Address suspension, termination, or reduction of temporary disability payments for any cause.**

☒ a. At any time pursuant to § 42-9-260(E).

☐ b. After the one-hundred-fifty day period has expired pursuant to § 42-9-260(F), R.67-505 and R.67-506.

The basis for the termination/ suspension is case was settled at mediation on April 29, 2020; pursuant to the agreement of the parties, Claimant was to be paid temporary total through May 12. Settlement checks have been mailed to Claimant's counsel pursuant to the agreement of the parties. Claimant has voiced her intent to withdraw from the agreement and Defendants are asking the Commission to address enforcement of the settlement agreement via this request and a companion motion which is being filed in conjunction with this hearing request. Benefits are being suspended as of May 12 in accordance with the agreement of the parties.

- III. ☐ **Determine if compensation is due** pursuant to § 42-9-10, § 42-9-20 or § 42-9-30 and, if so, in what amount, based on the following grounds:

Claimant reached maximum medical improvement on _____ (m/d/yyyy) (copy of medical report must be attached).

- IV. ☐ **Request Credit for Overpayment of temporary compensation pursuant to § 42-9-210.**

- V. ☐ **Determine amount of compensation for claims involving a fatality.**

☐ a. Payment of unpaid balance of compensation when employee dies pursuant to § 42-9-280.

☐ b. Amount of compensation for death of employee due to accident pursuant to § 42-9-290.

- VI. ☐ **Mediation**

☐ a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.

☐ b. Mediation is required pursuant to Reg. 67-1802.

☐ c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.

☐ d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Failure to respond pursuant to Reg. 67-208 B in writing or by submission of a Form 22 may result in ordered mediation pursuant to Reg. 67-1801 B.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to Thomas S. Phillips Address phillips@smithiordan.com; harrington@smithiordan.com and Judicial Director (by 1st Class Postage) SC WCC, P.O. Box 1715, Columbia, SC 29202 on the 11th day of May, 2020 by:

☐ first class postage ☐ certified mail ☐ personal service ☒ electronic service. A \$50.00 filing fee and updated Form 18 is required.

Tracy Welsh Tiddy
Preparer's Signature

Attorney for Defendants
Title

twtidy@wjlaw.net
Email

05/11/2020
Date

Questions about the use of this form should be directed to the Judicial Department at 803-737-5675, or judicial@wcc.sc.gov or mediation@wcc.sc.gov
Refer to Regulations 67-211, 67-504, 67-505, 67-506; and 67-510.

Re: [External] Hutchins v. Security Finance (WCC File Nos. 1421297 & 1717574)

From: Hutto, Deborah (dhutto@wcc.sc.gov)

To: sheliahutchins4@gmail.com

Date: Monday, July 27, 2020, 03:27 PM EDT

Good afternoon,

I am working at home today and Commissioner Wilkerson is on vacation.

A pre-hearing took place on July 23 on Defendant's Form 21 (only on the 2017 case) and we are expecting an Order from Attorney Tiddy as a result of that pre-hearing.

I will have to get with Commissioner Wilkerson about the Motion to see how he wishes to handle it.

It appears that the Motion was filed back in May so any response to it would have been due 10 days afterward.

I will let you know what the Commissioner decides when he returns from vacation.

Deborah

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: sheliahutchins4 <sheliahutchins4@gmail.com>

Sent: Monday, July 27, 2020, 3:04 PM

To: Bracy, Amy

Cc: Hutto, Deborah

Subject: RE: [External] Hutchins v. Security Finance (WCC File Nos. 1421297 & 1717574)

Deborah,

I called earlier about this. I want to make sure that, I am able to send in my side of the story. If I need to send something in please let me know. I just don't want this to be ruled on without me getting my side of this motion. Also, I wanted to know is it a form 50 that I need to complete for a motion to compel on a previous consent order. It really needs to be heard the sametime these others are being heard.?

Thanks Shelia Hutchins

Sent from my Sprint Samsung Galaxy S8+.

----- Original message -----

From: "Bracy, Amy" <abracy@wcc.sc.gov>

Date: 7/27/20 9:31 AM (GMT-05:00)

To: sheliahutchins4 <sheliahutchins4@gmail.com>

Cc: "Hutto, Deborah" <dhutto@wcc.sc.gov>

Subject: RE: [External] Hutchins v. Security Finance (WCC File Nos. 1421297 & 1717574)

This motion has been sent to Commissioner Wilkerson's office but has not yet been set. I have included his assistant on this email. Have a nice day! Amy

Thank You,

Amy A. Bracy, Judicial Director
SC Workers' Compensation Commission
1333 Main Street
Columbia, SC 29201,
803-737-5672

The Commission is now open to the public normal business hours 8:30 a.m. to 5:00 p.m. operating with minimal staff on-site. For additional information go to <https://wcc.sc.gov/news>

From: sheliahutchins4 <sheliahutchins4@gmail.com>
Sent: Friday, July 24, 2020 1:23 PM
To: Bracy, Amy <abracy@wcc.sc.gov>
Subject: RE: [External] Hutchins v. Security Finance (WCC File Nos. 1421297 & 1717574)

Amy,

Do you know if the motion to Compel on the cases 1717574 and 1421297 have been reset?

Thanks Shelia Hutchins

Sent from my Sprint Samsung Galaxy S8+.

----- Original message -----

From: "Bracy, Amy" <abracy@wcc.sc.gov>
Date: 5/12/20 8:23 AM (GMT-05:00)
To: sheliahutchins4 <sheliahutchins4@gmail.com>
Subject: RE: [External] Hutchins v. Security Finance (WCC File Nos. 1421297 & 1717574)

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO.: 1421297

Shelia Hutchins,

Claimant,

vs.

Security Group, Inc.,

Employer,

Hartford Accident & Indemnity Company,
Carrier,
Defendants.

ORDER

UPON MOTION of the Counsel for the Claimant, Charles J. Hodge and the law firm of Hodge and Langley Law Firm, PC, good cause has been shown by Counsel to warrant the relief of Counsel for the Claimant due to professional reasons.

IT IS THEREFORE ORDERED that Charles J. Hodge and the law firm of Hodge and Langley Law Firm, PC, is hereby removed as Counsel for the Claimant and fully and finally discharged from any further responsibilities in connection with the representation of the Claimant in the above matter.

Mike Campbell
Commissioner Mike Campbell

July 26, 2019

CERTIFICATE OF SERVICE

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

By bcheeseboro on July 26, 2019

WILLSON JONES CARTER & BAXLEY, P.A.

ATTORNEYS AT LAW

GREENVILLE CHARLESTON COLUMBIA CHARLOTTE RALEIGH ATLANTA MYRTLE BEACH

Tracy Welsh Tiddy
Direct (864) 527-3271
Fax (864) 235-6015
twtidy@wjlaw.net

325 Rocky Slope Road, Suite 201
Greenville, SC 29607
www.wjclaw.com

May 11, 2020

COPY

Ms. Amy Bracy
Judicial Director
South Carolina Workers' Compensation Commission
P.O. Box 1715
Columbia, SC 29202-1715

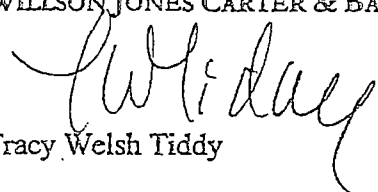
Re: Shelia Hutchins vs. Security Group, Inc.
WCC File No.: 1421297 & 1717574
Carrier: Hartford Accident and Indemnity Co - Claim No.: YKT78329C
WJC&B File No.: 0100.02739

Dear Ms. Bracy:

Enclosed please find a Notice of Motion and Motion to Compel in the above-referenced matters, along with two checks in the amount of \$50.00 in payment of the Commission's filing fee. By copy of this correspondence, a copy of the Motion is being served upon Thomas S. Phillips, Esq., claimant's counsel.

With kindest regards,

WILLSON JONES CARTER & BAXLEY, P.A.


Tracy Welsh Tiddy

TWT/jcw
Enclosures

cc (w/enclosure): Thomas S. Phillips, Esq.
Ms. Lisa House (via e-mail)

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

WCC FILE NOS. 1421297 & 1717574

Shelia Hutchins,	)	
Employee,	)	
Claimant,	)	
	)	
vs.	)	
	)	
Security Group, Inc.,	)	NOTICE OF MOTION
	)	AND MOTION TO COMPEL
Employer,	)	
and	)	
	)	
Hartford Accident and Indemnity Co,	)	
	)	
Carrier,	)	
Defendants.	)	

TO: South Carolina Workers' Compensation Commission;
Thomas S. Phillips, Esquire, Attorney for Claimant:

YOU WILL PLEASE TAKE NOTICE that on the tenth day of service hereof or as soon thereafter as the matter can be heard, the Defendants, Security Group, Inc. and Hartford Accident and Indemnity Co, will move before the jurisdictional Commissioner for an order compelling the enforcement of the settlement agreements in these matters. Grounds for this motion are as follows:

I.

Claimant, a manager of a loan office, originally injured her right knee on November 20, 2014, more than five years ago. The claim was admitted and extensive treatment has been provided. (WCC File No. 1421297). Claimant has seen Dr. Walter Grady, Dr. Micheal Hoenig, Dr. Anthony Sanchez, Dr. Thomas Leong, Dr. Stephen Kana, and Dr. Gregory Colbath among others. She has been placed at MMI on several occasions. The claim has been settled twice on a consent order approximating a Form 16A. On both occasions, Claimant delayed the settlement

and attempted to withdraw, but eventually signed the paperwork in question after a long delay. Claimant has been paid 25% to the knee on a 10% rating at this juncture, and admittedly is entitled to removal of the hardware, but there is an ongoing dispute as to who will provide treatment where Claimant has seen virtually every orthopedic surgeon in the upstate and alienated most of them.

Claimant was previously represented by attorney Charlie Hodge in the knee claim who secured a Form 16A settlement for her and prevailed in a claim for a change of condition for the worse and selection of the doctor of her choice, Dr. Leong. Mr. Hodge eventually withdrew as counsel when Claimant declined to sign the second a Consent Order/Form 16A settlement she had agreed to under oath before Commissioner Wilkerson.

II.

The second claim in dispute involves an admitted claim for sexual harassment apparently culminating around May of 2017, now nearly three years ago. (WCC File No. 1717574) Claimant contends that her supervisor sent her suggestive text messages, arranged to meet her for wine and cheese in the conference room, and touched her on one occasion. An investigation revealed improper conduct on the part of the supervisor and despite the fact that Ms. Hutchins appeared a willing participant in some of the conduct, in a show of good faith, the claim was accepted and treatment was provided. Despite endless counseling, Ms. Hutchins contends she has made little improvement. Because of her lack of progress in therapy, Defendants are providing psychiatric care with Dr. Ebele Compean with Post-Trauma Resources and the Claimant is approaching maximum medical improvement.

III.

Both cases were pending for hearing before the commission, the knee claim on a request that Claimant be able to see another physician of her choosing (Dr. Leong has now declined to see her further) and the psychological claim on the issue of additional medical treatment. Given

that WCC File No. 1717574 is a mental/mental claim, it is subject to mandatory mediation per Reg. 67-1802.

IV.

Given the multiple claims and Ms. Hutchins' history of claiming she did not understand the terms of prior settlements, the parties carefully selected Derrick Williams, a well-respected Claimant's lawyer and prior workers compensation commissioner, to mediate this case to insure Ms. Hutchins would have all of her questions answered and concerns addressed. The mediation was held on April 29, 2020 and Mr. Williams spent nearly eight hours with the parties (including Ms. Hutchins' common law husband) to reach a carefully crafted and fair resolution. Settlement documents were prepared and fully executed by the parties on the day of the mediation (see Exhibit A and B attached hereto). The Form 70 Mediator's report was filed with the Commission on April 30. A filing fee check was requested and the documents were promptly forwarded to the commission.

V.

On Friday, May 1, prior to the settlement documents arriving at the Commission, Ms. Hutchins, via email, advised her attorney and defense counsel that she had again changed her mind, and wanted to withdraw from the settlement agreement which both she and her attorney had signed. Mr. Phillips has now filed a motion to be relieved as counsel in both claims.

VI.

The South Carolina Workers' Compensation Act encourages parties to come to a resolution and settle claims prior to a hearing because settlement of claims promotes the efficiency of the process and reduces costs for all parties involved in the system. The statute governing workers compensation settlements specifically provides, "[n]othing contained in this chapter may be construed so as to prevent settlements made by and between an employee and employer as long as

the amount of compensation and time and manner of payment are in accordance with the provisions of this title." S.C. Code Ann. § 42-9-390 (2007).

While it is not necessary for the Commission to review the terms of a settlement where the parties are represented by counsel, it is clear that the terms of the settlement are in accordance with the provisions of Title 42 and undeniably fair to the Claimant.

The SC Court of Appeals addressed the enforceability of a workers' compensation settlement in Mackey v. Kerr-McGee Chemical Co., 280 S.C. 265, 312 S.E.2d 565 (Ct. App. 1984). In that case, the attorneys appeared before the commissioner and advised the case had settled; but significantly, the Claimant was not present when the agreement was presented to the Commissioner and did not voice her consent. She later declined later to sign the paperwork. The Mackey court concluded that it could not enforce the settlement based on those facts, but relied on the language of SC Code Ann. §42-9-390, which at that time required approval of the commission. Mackey v. Kerr-McGee Chemical Co., 280 S.C. 265, 312 S.E.2d 565 (Ct. App. 1984). The court specifically noted that while no case had expressly answered the question of whether a settlement is binding prior to Commission approval, the S.C. Supreme Court had indicated in earlier decisions that because the approval of the Commission was required by statute, it followed that a settlement agreement is not binding until approved. Mackey, citing Singleton v. Young Lumber Co., 236 S.C. 454, 114 S.E.2d 837 (1960). Obviously, the case at bar is distinguishable from Mackey. First, the Claimant, who is college-educated, reviewed and signed the paperwork, along with her attorney. Perhaps more importantly, the law has changed since Mackey was decided. In 1960, the statute required Commission approval of a settlement between represented parties which, as pointed out by the court, implied that the settlement was not final until it had been reduced to writing and was stamped "approved." In 2007, the legislature amended S.C. Code Ann. §42-9-390 to eliminate the prior requirement that settlements between represented parties must be approved by the

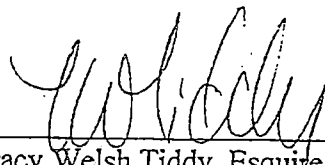
Commission, endorsing the idea that where a claimant is represented by competent counsel and clearly evidences an understanding of the terms of a settlement, it should be recognized as binding by the Commission.

Again, the proposed settlement is fair and followed a lengthy mediation in which Claimant had the full opportunity to address any concerns she had, both parties were represented, the settlement terms were reduced to writing and the Claimant signed the agreements, evidencing her agreement and consent. There can be no question as to whether the parties understood each other and whether an agreement was reached. To preserve the integrity of the process, the respect for the Commission, and to promote judicial economy, the settlement in this matter should be enforced.

FOR THE FOREGOING REASONS, Defendants Security Group, Inc. and Hartford Accident and Indemnity Co move for an Order compelling the Claimant to Settlement.

Respectfully submitted,

WILLSON JONES CARTER & BAXLEY, P.A.

A handwritten signature in cursive script, appearing to read 'T. Welsh Tiddy', is written over a horizontal line.

Tracy Welsh Tiddy, Esquire
325 Rocky Slope Road, Suite 201
Greenville, SC 29607
Attorneys for Defendants

Date: May 11, 2020

(1)

DEAR DEBRA BACKMAN,

Thanks Shelia Hutchins

Shelia Hutchins

MAY 07 2020

SCWCC

MAY 07 2020

JUDICIAL

Backman, Debbie

From: Bracy, Amy
Sent: Thursday, May 7, 2020 10:13 AM
To: Backman, Debbie; Spann, Sonji
Subject: FW: [External] Re: Hutchins v. Security Finance (WCC File Nos. 1421297 & 1717574)

Debbie, Keith said to return them to the defense attorney. Thanks!

Thank You,

Amy A. Bracy, Judicial Director
SC Workers' Compensation Commission
1333 Main Street
Columbia, SC 29201
803-737-5672

In response to Governor McMaster's Executive Order 2020-11 issued on March 19, 2020, the SC Workers' Compensation Commission's office located at 1333 Main Street Columbia, SC 29202 will be closed to the public until further notice. The Commission will be operating with minimal staff on-site with the remaining staff working from home. For additional information about the closure go to <https://wcc.sc.gov/news>

From: Roberts, Keith <keroberts@wcc.sc.gov>
Sent: Thursday, May 7, 2020 10:12 AM
To: Bracy, Amy <abracy@wcc.sc.gov>
Subject: RE: [External] Re: Hutchins v. Security Finance (WCC File Nos. 1421297 & 1717574)

Correct, return them to the defense attorney since Claimant has repudiated the settlement.

From: Bracy, Amy <abracy@wcc.sc.gov>
Sent: Thursday, May 7, 2020 8:02 AM
To: Roberts, Keith <keroberts@wcc.sc.gov>
Subject: FW: [External] Re: Hutchins v. Security Finance (WCC File Nos. 1421297 & 1717574)

These are the two settlements that we discussed where the claimant now doesn't want to settle. Do we just send them back to Tracy Tiddy?

Thank You,

Amy A. Bracy, Judicial Director
SC Workers' Compensation Commission
1333 Main Street
Columbia, SC 29201
803-737-5672

In response to Governor McMaster's Executive Order 2020-11 issued on March 19, 2020, the SC Workers' Compensation Commission's office located at 1333 Main Street Columbia, SC 29202 will be closed to the public until further notice. The Commission will be operating with minimal staff on-site with the remaining staff working from home. For additional information about the closure go to <https://wcc.sc.gov/news>

RECEIVED

AUG 20 2022

SC Court of Appeals

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

May 20, 2022

Shelia Hutchins

1391 Wilcox Ave

Gaffney SC 29341

864-490-2367

Shelia Hutchins