

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

Jeff Quinn,)
Employee,)
Claimant,)

-vs-)

Michael Hannaway d/b/a Hannaway)
Painting,)
Employer,)

Yeamans Hall Club,)
Alleged Statutory Employer,)

Accident Fund Ins. Co and Travelers Property)
Casualty Co. Of America,)
Carriers,)

and S.C. Workers' Compensation Uninsured)
Employers' Fund,)

Defendants.)

**BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION**

**SETTLEMENT AGREEMENT
AND RELEASE**

W.C.C. FILE NO. 1819776
UEF FILE NO. 2018-3773

RECEIVED

Sep 02 2022

SC Court of Appeals

RECEIVED

AUG 25 2022

**Division of Claims
SC Workers' Comp. Comm.**

This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of the claimant, Jeff Quinn. The claimant is represented by David T. Pearlman, Esquire and Catherine D. Meehan, Esquire, of Steinberg Law Firm, and the Employer, Michael Hannaway d/b/a Hannaway Painting, is unrepresented. The alleged Statutory Employer, Yeamans Hall Club, and Carrier, Accident Fund Ins. Co., are represented by Anne V. Noonan, Esquire, of Willson Jones Carter & Baxley, PA. The Carrier, Travelers Property Casualty Co. of America, is represented by Phillip S. Ferderigos, Esquire, of Barnwell Whaley Patterson & Helms LLC. The S.C. Workers' Compensation Uninsured Employers' Fund (Fund) is represented by Timothy B. Killen, Esquire, of Holder Padgett Littlejohn + Prickett, LLC. The South Carolina Workers' Compensation Commission has jurisdiction.

By Orders of this Commission dated June 29, 2020, and June 1, 2020, it appears that the claimant was an employee of Michael Hannaway d/b/a Hannaway Painting, and that on or about August 29, 2018, he sustained an injury by accident arising out of and in the course of said employment when he injured his left and right legs, ankles, and feet and his back consequent to a

to fall off a ladder onto concrete. As a result of this accident, claimant sought and received medical treatment from Charleston County EMS, Dr. Howard S. Richter (Trauma Care Center), Lowcountry Orthopaedics & Sports Medicine, Dr. Steven C. Poletti, and Dr. Carl David Geier. 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 Five Hundred and Eight and 43/100 Dollars (\$508.43).

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 the Defendants S.C. Workers' Compensation Uninsured Employers Fund (the Fund), Yeamans Hall Club, and Accident Fund Ins. Co. have agreed to pay and the claimant has agreed to accept the aggregate sum of One Hundred and Fifty-Thousand and no/100 Dollars (\$150,000.00) 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 injury by accident occurring on or about August 29, 2018, while the claimant was an employee of Michael Hannaway d/b/a Hannaway Painting. As an integral part of this settlement agreement, it is expressly understood and agreed that the Employer and/or Fund, per S.C. Code Ann. § 42-7-200, shall be responsible for all causally related medical expenses authorized by the Fund through July 1, 2022, and as approved by this Commission, but that any and all further medical expenses of whatsoever nature or kind shall be the express liability of the claimant, and the defendants shall have no liability therefore. Claimant fully understands and acknowledges that the payment of the sum of One Hundred and Fifty-Thousand and no/100 Dollars (\$150,000.00) represents consideration for the final settlement agreement.

It is expressly understood by all parties that, of the total settlement amount of One Hundred and Fifty-Thousand and no/100 Dollars (\$150,000.00): (1) One Hundred and Forty-Thousand and no/100 Dollars (\$140,000.00) shall be paid directly to Claimant and his attorney by the Fund and Ten Thousand and no/100 Dollars (\$10,000.00) shall be paid directly to Claimant and his attorney

by the Yeamans Hall Club and Accident Fund Ins. Co. Travelers Property Casualty Co. Of America will bear no liability towards the aggregate sum and Travelers will not pay any funds or contribute any monies towards any settlement.¹

The claimant hereby requests this Commission to approve the allocation of the aforementioned proposed settlement sum of One Hundred and Fifty-Thousand and no/100 Dollars (\$150,000.00) as follows:

a) One Hundred Thousand Dollars and Zero Cents (\$100,000.00) future disability benefits at the rate of Three Hundred Forty-Eight Dollars and Nine Cents (\$348.09) per month for a period of 23.94 years (the Claimant's life expectancy pursuant to SC Code Ann. §19-1-150), commencing per the Order, pursuant to Sciarotta v. Bowen, 837 F. 2d 135 (3rd Cir. 1988), See also on remand: 735 F. Supp. 148 (D.N.J. 1989); See also on remand: 735 F. Supp. 148 (D.N.J. 1989); James v. Anne's Inc., 701 S.E.2nd 730 (2010); as well as the provisions of the South Carolina Workers' Compensation Act, as interpreted by the Courts of the State of South Carolina to include Utica-Mohawk Mills v. Orr; 227 S.C. 226, 87 S.E.2d 730 (SC Supreme Court 2010).

For ERISA and social security disability purposes and any and all other disability policies, these settlement funds are to be apportioned for the entire life span of Jeff Quinn;

b) Forty-Four Thousand Six Hundred Sixty-Nine Dollars and Seventy-Five Cents (\$44,669.75) to the Claimant's attorneys as attorneys' fees; and

c) Six Thousand Three Hundred Thirty Dollars and Twenty-Five Cents (\$6,330.25) to reimburse Claimant and his attorney for costs and expenses incurred in the prosecution of this claim.

It is expressly understood that 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.

¹ The Workers' Compensation Commission found that Travelers did not insure the Employer on the alleged date of loss. The Full Commission Order was appealed by the Fund, which subsequently withdrew its appeal. Accordingly, as to Travelers, the findings of the prior Order of the Workers' Compensation Commission is the "law of the case" and binds all parties.

The claimant hereby asserts that he has been fully advised by his attorney of record of all rights under the South Carolina Workers' Compensation Act, and that the claimant is of the opinion that the proposed settlement is reasonable and fair and in this opinion the claimant's attorney concurs and asserts that he has fully advised the claimant of all his rights under the South Carolina Workers' Compensation Act, and they respectfully request that this Commission approve the settlement as set forth above. The claimant hereby asserts that he recognizes that his consent to, and the approval of, this Settlement Agreement and Release is a final settlement of all benefits under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid injury by accident occurring on or about August 29, 2018, while the claimant was an employee of Employer.

Claimant hereby affirms that he 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 have taken into consideration Medicare's potential interest in the resolution of this claim and believe Medicare has no interest.

The parties hereto acknowledge that the South Carolina Workers' Compensation Commission relies upon the representation of the attorney for the claimant that the claimant has been fully apprised of his 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 employee'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, employee, employer and carrier and/or servicing agent agree that this settlement agreement cannot be voided in the future on the basis that either or both parties relied on statements or opinions from physicians, or other medical providers, in entering into this agreement.

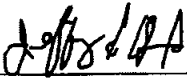
Any payment made or benefit provided by the South Carolina Workers' Compensation Uninsured Employers' Fund is made with all rights of indemnification and reimbursement as prescribed by statute as to the Employer. Nothing appearing in this Order, explicit or implied,

shall limit any claim the South Carolina Workers' Compensation Uninsured Employers' Fund has against the Employer pursuant to S.C. Code Ann. Section 42-7-200 or otherwise. Notwithstanding, the Employer and South Carolina Workers' Compensation Uninsured Employers' Fund (the Fund) hereby releases Travelers Property Casualty Co. of America from any and all potential claims concerning this matter.

NOW, THEREFORE, IT IS ORDERED that upon the payment of the sum of One Hundred and Fifty-Thousand and no/100 Dollars (\$150,000.00) by the defendants, and the acceptance of said sum by the claimant, and the payment of the medical expenses as specifically set forth hereinabove, the defendants be, and they hereby are, fully and forever discharged of all liability of whatsoever nature and kind, under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the alleged injury by accident occurring on or about August 29, 2018, or any other date, while the claimant was an employee of Employer, 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.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

WE CONSENT TO THE
FOREGOING ORDER:



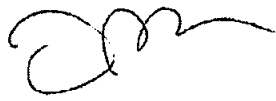
Jeff Quinn, Claimant

Dated: 08/19/2022

David T. Pearlman

Catherine D. Meehan, Esquire
David T. Pearlman, Esquire
Steinberg Law Firm
Attorney for Claimant


HOLDER PADGETT LITTLEJOHN + PRICKET, LLC


BY: _____
Timothy B. Killen
Attorneys for S.C. Workers' Compensation Uninsured Employers' Fund

WILLSON JONES CARTER & BAXLEY, PA

BY: _____
Anne V. Noonan, Esquire
Attorneys for Yeamans Hall Club and Accident Fund Ins. Co.

BARNWELL WHALEY PATTERSON & HELMS LLC


BY: _____
Phillip S. Ferderigos, Esquire
Attorneys for Travelers Property Casualty Co. Of America

SOUTH CAROLINA WORKERS'
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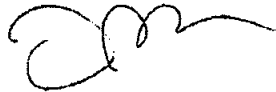
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FOREGOING ORDER:

Jeff Quinn, Claimant

Dated: _____

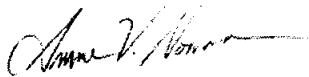
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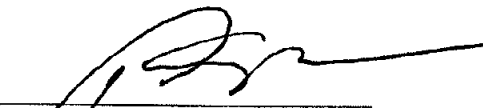
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