

LAW OFFICES
MCWHIRTER, BELLINGER & ASSOCIATES, P.A.

119 EAST MAIN STREET,
LEXINGTON, SOUTH CAROLINA 29072
(803) 359-5523
FAX (803) 359-1248
mail@mcwhirterlaw.com

H. PATTERSON McWHIRTER
THOMAS P. BELLINGER
GARLAND P. McWHIRTER
STACEY TARTE MEYER
JOSEPH R. DASTA
JENNIFER N. WILLIAMS
L. LISA McPHERSON

ELIZABETH McMAHON PENTZ
RICHARD W. SIMMONS, II
J. TYLER LEE, JR.
MELISSA G. MOSIER
JOHN P. MEADORS
JUSTIN C. FEW

July 10, 2013

V. Claire Allen, Deputy Clerk,
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RECEIVED

JUL 12 2013

SC Court of Appeals

RE: *Pamela Proud v. Palmetto Health Richland
and Key Risk Management Services, Inc.*
Appellate Case No.: 2012-212689
WCC File #: 1105986

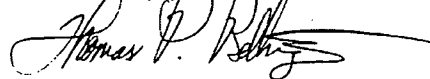
Dear Ms. Allen:

Pursuant to your letter dated July 1, 2013, enclosed please find a copy of the Settlement Agreement and Release in the above-referenced case.

Of course, should the Court have any questions or concerns, please let me know.

With best wishes and kindest regards, I am

Sincerely yours,



Thomas P. Bellinger

TPB:dlp

Enclosures

cc: Michael E. Chase, Esquire
Carmelo B. Sammataro, Esquire
Ashley R. Kirkham, Esquire
Turner Padgett Graham & Laney, P.A.
PO Box 1473
1901 Main Street, Suite 1700
Columbia, SC 29202

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 1105986

Pamela Earon Proud,
Employee,
Claimant,

vs.

Palmetto Health Richland,
Employer,

AND

Key Risk Management Services, Inc.,
Carrier,

Defendants.

RECEIVED

JUL 12 2013

SC Court of Appeals

**SETTLEMENT AGREEMENT AND
RELEASE**

WHEREAS, the undersigned, Pamela Earon Proud, hereinafter referred to as Claimant, alleges to have sustained an injury to her left ankle, which is admitted pursuant to the July 13, 2012 order of the Appellate Panel of the South Carolina Workers' Compensation Commission and the November 29, 2011 Order of Commissioner G. Bryan Lyndon, and to her right knee and left wrist, which are denied, by accident arising out of and in the course of her employment with Palmetto Health Richland, hereinafter referred to as Employer, on or about May 5, 2011 when she allegedly rolled her left ankle and fell; and

WHEREAS, Key Risk Management Services, Inc., hereinafter referred to as Carrier, is the Insurance Carrier for the Employer; and

WHEREAS, the average weekly wage is \$585.04; and the compensation rate is \$390.05;
and

WHEREAS, all parties are operating under and are subject to the provisions of the South Carolina Workers' Compensation Act; and

WHEREAS, the Claimant contends that she is in need of additional medical examination and treatment, that she injured her right knee and left wrist, and that the average weekly wage and compensation rate should be a higher rate; the Employer and Carrier deny the same on a doubtful, disputed and denied basis; and

WHEREAS, the Claimant has been treated and/or evaluated by Angus Murdoch McBryde, M.D. at The University of South Carolina School of Medicine, Department of Orthopaedic Surgery on February 26th, 2013. Dr McBride, under "Physical Examination" opines, "Her examination of the left leg, ankle and foot is much as described on December 2 . . . the exam now which is essentially symmetrical compared to the examination on the contralateral right side there would certainly be no surgery or other diagnostic procedure or for that matter invasive procedure of any kind needed." He further opines "she has reached maximum medical improvement regarding the left leg, ankle and foot". Dr. McBryde rated the Claimant's permanent impairment at twenty five percent (25%) of the left foot on February 26, 2013; and

WHEREAS, there is a bona fide dispute between the Claimant and the Employer and Carrier as set forth above; and

WHEREAS, on account of the doubts that exist as to what benefits, if any, the Claimant would be adjudged to be entitled to recover under the Workers' Compensation Act, the Claimant and the Employer and Carrier, with the approval of the South Carolina Workers' Compensation Commission, have deemed it advisable, proper and in the best interests of all parties to compromise and settle all possible liabilities and controversies between them, now and in the future, the basis of such settlement being as follows:

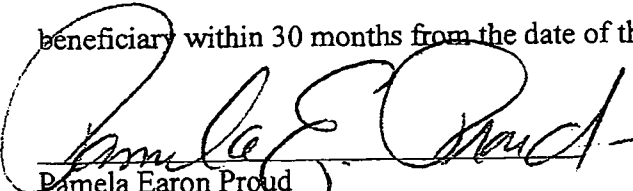
WHEREAS, in consideration of the sum of Seventy-Five Thousand And 00/100 Dollars (\$75,000.00), the undersigned, Pamela Earon Proud, does hereby release and forever discharge Palmetto Health Richland and Key Risk Management Services, Inc. from any and all claims, demands, actions or causes of action under the South Carolina Worker's Compensation Act, on account of any and all injuries, disability, disfigurement, specific loss, death, operations, medical, hospital or like expense, continuances, recurrences, aggravations, changes of condition, ailments, illnesses, and diseases or other damages, consequences or results, past, present or future in any way connected with, or arising from the alleged injury sustained by the Claimant on or about May 5, 2011, and does hereby acknowledge that Palmetto Health Richland and Key Risk Management Services, Inc. have fully, finally and completely paid and discharged each and every of their obligations, liabilities and responsibilities under the South Carolina Workers' Compensation Act and that the sum set forth above is being paid to, and received by, the undersigned, Pamela Earon Proud, in full and final satisfaction of all claims whatsoever as a result of the alleged accident described above and that Palmetto Health Richland and/or Key Risk Management Services, Inc. shall not henceforth be liable for the payment of any amount whatsoever; and

WHEREAS, the Employer and Carrier have paid or have agreed to pay causally related medical for the left ankle only incurred as a result of the alleged accident described above, in such amounts as may be approved by the South Carolina Workers' Compensation Commission, through February 26, 2013 (date of MMI) pursuant to the July 13, 2012 order of the Appellate Panel of the South Carolina Workers' Compensation Commission and the November 29, 2011 Order of Commissioner G. Bryan Lyndon. Medical bills incurred by or through physicians treating the right knee and left wrist, are denied, and those bills are not being paid; and

WHEREAS, without in any way affecting the overall terms of this settlement insofar as the Defendants are concerned, and with the Claimant and the Claimant's attorney acknowledging that the Defendants make no representations as to the effects such allocation may have on the Claimant's receipt of other benefits, the Claimant and her attorney hereby request this Commission to approve the allocation of the proposed settlement sum Seventy-Five Thousand And 00/100 Dollars (\$75,000.00) as follows: Sixteen Thousand Eight Hundred Twenty One And 75/100s Dollars (\$16,821.75) as attorney's fees and costs; and, Fifty Eight Thousand One Hundred Seventy Eight And 25/100s Dollars (\$58,178.25) in compromised settlement of disputed future disability compensation benefits at the rate of Twenty Nine And 26/100s Dollars (\$29.26) per week, commencing on the date of this agreement for a period of 1,988 weeks thereafter, pursuant to Section 42-9-10 of the 1976 Code of Laws of South Carolina, as amended, as interpreted by the South Carolina Supreme Court in the case of James v. Anne's Inc., 390 S.C. 188, 701 S.E.2d 730 (2010); *Utica Mohawk*."

WHEREAS, this Settlement Agreement and Release is full, final and complete regardless of whether the Claimant is able to keep any employment whatsoever, or is able to earn any wages at any time in the future; and

WHEREAS, the undersigned further asserts by her signature that she has not applied for Social Security Disability benefits, she is not currently receiving Medicare or Medicaid benefits and she further attests that she has no reasonable expectation of becoming a Medicare beneficiary within 30 months from the date of this agreement; and


Pamela Earon Proud
Claimant


Thomas P. Bellinger, Esquire
Claimant's Attorney

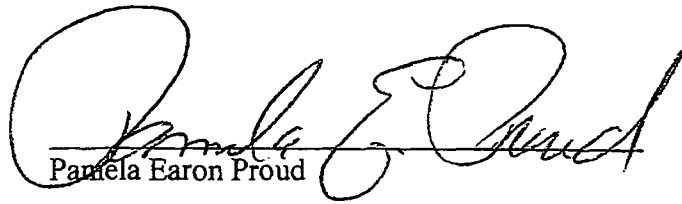
WHEREAS, full and complete medical reports are on file with the South Carolina Workers' Compensation Commission and these are duly considered by it in approving this Settlement Agreement and Release.

WHEREAS, the Claimant represents that she has been fully advised of her rights under the South Carolina Workers' Compensation Act and that she is of the opinion that the proposed settlement is reasonable and fair, and requests that the South Carolina Workers' Compensation Commission approve this settlement as set forth in this Settlement Agreement and Release. The parties acknowledge that the Commission relies upon the representation of counsel for the claimant that the claimant has been fully apprised of her rights under the laws of the South Carolina Workers' Compensation Act and that she believes the settlement is reasonable and fair and thus requests that the South Carolina Workers Compensation Commission approve this settlement as set forth herein.

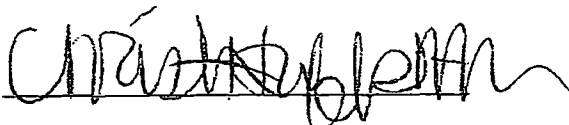

NOW THEREFORE, upon approval of this settlement by the South Carolina Workers' Compensation Commission, the Claimant hereby relinquishes and releases each and every claim related to this accident, which she now has, or may hereafter have, so that she shall not henceforth have any other or future claim or demand related to this accident, as a result of the alleged accident described above, nor shall anyone on her behalf or claiming by, through or under her or as dependent, have any claim or demand on account of this accident; as a result of the alleged accident described above; and

The undersigned further acknowledges that the consideration herein expressly recited is the sole and only consideration for the execution hereof, and that no promise, agreement or suggestions of any other or additional consideration has been made to, or received by, me.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Lexington, South Carolina this 14th day of June, 2013.


Pamela Earon Proud

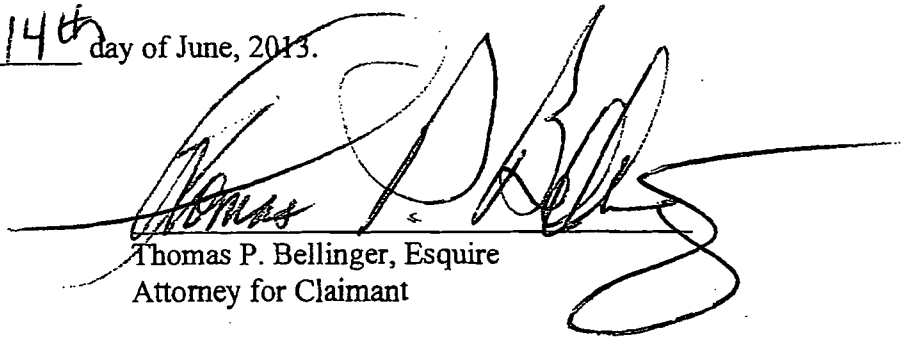
IN THE PRESENCE OF:

ATTORNEY'S CERTIFICATE

I, Thomas P. Bellinger, Esq., a practicing attorney of Lexington, South Carolina, do hereby certify that I represent Pamela Earon Proud and as her attorney and with her approval, I negotiated and secured the foregoing Agreement for the payment of the amount recited therein, on the conditions and terms and for the reasons therein stated, and that as attorney for Pamela Earon Proud it is my opinion that such disposition is for the best interest of Pamela Earon Proud, under all circumstances and that the consideration as recited in Agreement is full and adequate under the circumstances, and that as her attorney, I approve the Agreement, and I further certify that, before Pamela Earon Proud signed and executed the above Agreement, the same was read over and explained to her and understood by her, and was executed freely and voluntarily on her part, and that the consideration therein recited is the sole and only consideration for the execution thereof.

Dated at Lexington, , this 14th day of June, 2013.



Thomas P. Bellinger, Esquire
Attorney for Claimant

ORDER AND AWARD

Upon examination and consideration of the foregoing Agreement and Release, the Attorney's Certificate of Thomas P. Bellinger, Esquire, and the Workers' Compensation Commission File No. 1105986, and it appearing that the settlement set forth in the Agreement and Release is proper and complies with the requirements of the South Carolina Workers' Compensation Act;

Further, upon representation of the claimant and her counsel that her rights have been fully explained to her and that she understands them, that the settlement is reasonable and fair, and that it is the claimant's desire that the settlement as set forth herein be approved;

IT IS ORDERED AND AWARDED that the Settlement Agreement and Release be, and the same hereby is, approved and made the Order and Award of the South Carolina Workers' Compensation Commission, and that upon the payment of the amount recited, the Employer, Palmetto Health Richland, and the Carrier, Key Risk Management Services, Inc., be, and are forever discharged from each and every liability or responsibility under the South Carolina Workers' Compensation Act on account of the Claimant's injuries on or about May 5, 2011, whether for compensation, disfigurement or for medical or related services or for any account whatsoever and each and every consequence or result thereof, past, present or future, whether for continuation, aggravation, recurrence or otherwise as a result of this accident.

The sum set forth in the Settlement Agreement and Release shall be paid to the Claimant in a lump sum without commutation; whereupon, the Employer and Carrier are authorized to close their files in this matter and the Commission's files shall be, and they are hereby finally closed.

All orders, awards, and opinions heretofore issued by the South Carolina Workers' Compensation Commission in this case are hereby set aside, abrogated, and nullified.

Dated at Columbia, South Carolina on _____ day of June, 2013.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

BY: _____

I CONSENT:

Michael E. Chase for MEC
Michael E. Chase, Esq.
Attorney for the Employer/Carrier