

WELDON R. JOHNSON\*  
DAVID G. WOLFF  
KAY GAFFNEY CROWE\*  
RICHARD C. THOMAS  
ROBERT T. STRICKLAND  
CURTIS W. DOWLING  
MATTHEW G. GERRALD  
BRIAN E. SOPP  
EMILY COLLINS BROWN  
CATHERINE AVA KOPIEC

\* CERTIFIED CIVIL  
COURT MEDIATOR



# BARNES ALFORD

**Barnes Alford Stork & Johnson L.L.P.**

ATTORNEYS AT LAW

OF COUNSEL  
WILLIAM C. STORK  
ALAN J. REYNER†  
ROGER A. WAY, JR.†

† CERTIFIED SPECIALIST  
IN TAXATION & MEMBER  
OF SEPARATE L.L.C.

RUDOLPH C. BARNES  
(1917-1995)  
JAMES W. ALFORD  
(1930-2008)

September 11, 2013

**RECEIVED**

SEP 13 2013

S.C. SUPREME COURT

Ms. Brenda F. Shealy  
Deputy Clerk of the SC Supreme Court  
P.O. Box 11330  
Columbia, SC 29211

Re: Louis Mack, III v. American SpiralWeld Pipe Co.  
Appellate Case No. 2013-000607  
Case No. 0205537  
BASJ File No. 102.15425  
Client File No. YBV29747C

Dear Ms. Shealy:

The above-referenced matter was remanded to the South Carolina Workers' Compensation Commission on August 15, 2013, to allow the Commission to re-approve the Agreement and Release between the parties. Enclosed is the re-approved Agreement and Release concluding the case. Thank you for your time and attention to this matter.

With kindest regards, I remain

Very truly yours,

Brian E. Sopp

BES/bes  
Enclosure

cc: Tiffany Spann-Wilder, Esquire

POST OFFICE BOX 8448  
OFFICE: 803.799.1111

BRIAN E. SOPP  
1613 MAIN STREET (29201)  
FAX: 803.254.1335  
WWW.BARNESALFORD.COM

COLUMBIA, SC 29202  
BRIAN@BASJLAW.COM

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SEP 13 2013

S.C. SUPREME COURT

STATE OF SOUTH CAROLINA

BEFORE THE S.C. WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 0205537

Louis Mack, III, )  
 )  
 Claimant, )  
 )  
 v. )  
 )  
 American SpiralWeld Pipe Co., )  
 )  
 Employer, )  
 )  
 and )  
 )  
 Hartford Casualty Insurance, )  
 )  
 Carrier, )  
 )  
 Defendants. )

APPROVED

JUL 22 2013

S. C. Workers' Comp. Comm.

AGREEMENT AND RELEASE

APPROVED

AUG 23 2013

S. C. Workers' Comp. Comm.

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THIS AGREEMENT entered into as of the 8<sup>th</sup> day of July, 2013, by and between Louis Mack, III (hereinafter "Claimant") and Hartford Casualty Insurance (hereinafter "Carrier"):

WITNESSETH:

THAT heretofore on or about April 29, 2002, while in the employ of American SpiralWeld Pipe Co. (hereinafter "Employer"), the Claimant fell exiting the office of his employer. The case was heard by Commissioner Bass in 2003 and a Full Commission Order was issued on November 3, 2004 finding that the Claimant had reached MMI and awarding him 5% of the back. Thereafter a change of condition was filed for and by Order of the Full Commission on February 8, 2008 it was found that the Claimant had undergone a compensable change of condition. This was affirmed by the Court of Appeals. At this time there is a pending

filed Petition for Certiorari before the South Carolina Supreme Court which asserts that the change of condition was not timely filed and was not factually supported.

WHEREAS at the time of the injury as aforesaid the Claimant and the Employer were subject to the Workers' Compensation Law of South Carolina (hereinafter called "Act"), and the Carrier was the Employer's insurer under said Act, and

THAT the Carrier paid for or on behalf of the Claimant, medical costs and expenses (hereinafter called "authorized medical benefits") in the total sum of Seven Thousand Thirty-Eight and 83/100 (\$7,038.83) Dollars, all in amounts as approved by the Commission.

WHEREAS there is a dispute between the parties as to whether Claimant is entitled to any additional medical or temporary benefits, has any permanent disability or permanent disfigurement resulting therefrom, the parties desire hereby to settle and finally end all differences between them through the payment by the Carrier to the Claimant of the sum hereinafter provided for in exchange for a complete, final, and conclusive release from all further liability under the Act, the same to be filed as an award by the S.C. Workers' Compensation Commission (hereinafter called "Commission"). The written statements by Dr. Johnson and by the Claimant regarding medical care are incorporated herein by reference. The Claimant additionally states that no medical care which he has received to date has been paid by Medicare.

NOW, THEREFORE, in consideration of the payment to the Claimant of total sum of Four Hundred Twenty-Five Thousand and 00/100 (\$425,000.00) Dollars, of which Twenty Five Thousand Two Hundred Sixty-Nine and 68/100 (\$25,269.68) Dollars shall be paid by separate check to fund a Medicare Set-Aside in accordance with the calculation of Gould and Lamb and the authorized medical benefits which have been heretofore provided and in further consideration of the mutual covenants, stipulations, and releases herein contained, the Claimant hereby releases

and discharges and binds Claimant's heirs, executors, administrators, dependents, next of kin, privies, and assigns under the Act and agrees to release, discharge, defend, and indemnify the Employer, the Carrier, and their respective agents, servants, insurers, physicians, privies, and their successors, from any and all debts, claims, demands, causes of action, rights of action, and liabilities whatsoever, including but not limited to any consequences whatsoever of any injury sustained by the Claimant while in the Employer's employ, whether known or unknown, and including but not limited to any right which the Claimant might otherwise have to demand employment or benefits for disability, disfigurement, bodily impairment, medical treatment, medicine or drugs, lost time or death under the Act and specifically including any right which Claimant might otherwise have to demand further benefits by way of compensation or medical care under the Act because of a change in condition hereafter (which right is expressly waived, released, and renounced) whether or not arising out of or directly or indirectly in any way conceivably attributable to Claimant's injury by accident as aforesaid and each and every consequence thereof, whether known or unknown.

The Claimant represents and stipulates that the payment herein provided to be made, and the authorized medical benefits herein set forth, shall be and are ample and adequate to compensate Claimant in full for all claims which the Claimant or any person claiming under or through Claimant could assert against the Employer, the Carrier, and any persons privy to either on account of Claimant's alleged injury as aforesaid and all consequences thereof. The Claimant represents that he understands that the payment herein made is inclusive of all claims or liabilities which could be asserted against the Carrier or the Employer and Claimant represents that he understands that the Carrier will provide no other benefits.

The Claimant represents that the execution of this Agreement has been on the advice of Claimant's attorney and understands it to be a full, final, complete, and conclusive release of the Employer, the Carrier, and all persons privy to either from any and all further liability to Claimant. The Claimant further represents that he is of the opinion that the proposed settlement is reasonable and fair as does his attorney. Each of them requests approval of the settlement as set forth in this Agreement. The parties acknowledge that the Commission relies upon the representation of counsel for the Claimant, that the Claimant has been fully apprised of his rights under the South Carolina Workers' Compensation Act.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that per the Claimant's request, and with the Defendant's consent, the disability compensation he shall receive, which amounts to Three Hundred Ninety-Nine Seven Hundred Thirty (\$399,730.32) and 32/100 Dollars as of July 1, 2013, shall be allocated in the following fashion:

a) The sum of One Hundred Thirty-Three Thousand Two Hundred Forty-Three (\$133,243.44) and 44/100 Dollars of which Eighty-Nine Thousand Two Forty-Three (\$89,243.41) and 41/100 Dollars to Spann Wilder Law, LLC and Forty-Four Thousand (\$44,000.03) and 03/100 Dollars to The Gist Law Firm, PA as attorney fees pursuant to Commission Regulation 67-1205 (C). The sum of Three Thousand Three Hundred Seven (\$3,307.04) and 04/100 Dollars of which Three Thousand One Hundred Fifteen(\$3,115.39) and 39/100 Dollars to Spann Wilder Law, LLC and One Hundred Ninety-One (\$191.65) and 65/100 Dollars to The Gist Law Firm, PA as reimbursement for litigation expenses pursuant to Commission Regulation 67-1206; and

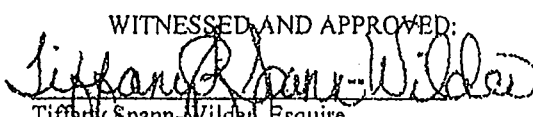
b) The sum of Two Hundred Sixty Three Thousand One Hundred Seventy-Nine (\$263,179.84) and 84/100 Dollars to the Claimant, Louis Mack, III, as payment for permanent

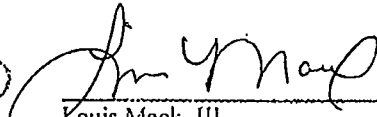
disability for a period of 1704.56 weeks at the rate of One Hundred Fifty-Four (\$154.40) and 40/100 Dollars per week, commencing on July 1, 2013, pursuant to the provisions of South Carolina Code Ann. Sections 19-1-150 (1976) and 42-9-240 (1976), as well as the decisions of the South Carolina Supreme Court in *Utica-Mohawk Mills v. Orr*, 277 S. C. 226, 87 S.E.2d 589 (1955) and the Third Circuit Court of Appeals in *Sciarotta v. Bowen*, 837 F.2d 135 (3rd Cir. 1988).

This Agreement shall be subject to filing with the Commission and it is stipulated and agreed between the parties that upon such filing this Agreement shall not be subject to review, modification, or amendment by the Commission or the Courts of this State. Each party agrees that the filing of this Agreement by the Commission is in his or its best interest.

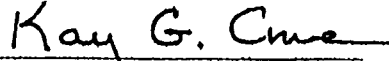
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed  
as of the day and year first hereinabove mentioned.

WITNESSED AND APPROVED:

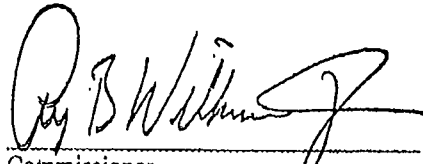
  
Tiffany Spann-Wilder, Esquire  
Attorney for the Claimant

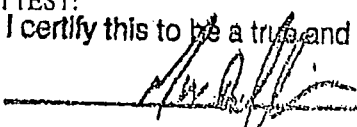
  
Louis Mack, III  
Claimant

\_\_\_\_\_  
Witness as to Carrier

By   
Barnes, Alford, Stork & Johnson, L.L.P.  
Attorney for Employer/Carrier

The foregoing Agreement and Release is filed as an award of the South Carolina  
Workers' Compensation Commission finally ending this matter this \_\_\_ day of  
\_\_\_\_\_, 2013.

  
Commissioner

ATTEST:  
I certify this to be a true and correct copy.  
  
\_\_\_\_\_  
Director of Claims  
South Carolina Workers' Compensation Commission

**FEE SUBJECT TO FORM 61**

# The Supreme Court of South Carolina

Louis Mack, III, Respondent,

v.

American Spiral Weld Pipe Co., Hartford Casualty  
Insurance, Petitioners.

Appellate Case No. 2013-000607

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## ORDER

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This matter is remanded to the Workers' Compensation Commission (Commission) to consider the proposed settlement agreement. Pending action by the Commission, this matter shall be held in abeyance. The parties shall promptly notify this Court when the Commission has taken action on the proposed settlement.



FOR THE COURT

J.

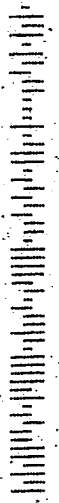
Columbia, South Carolina  
August 15, 2013

cc: Kay Gaffney Crowe, Esquire  
Tiffany R. Spann-Wilder, Esquire  
The Honorable Virginia L. Crocker  
The Honorable Jenny Kitchings

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AUG 23 2013

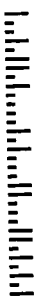
Division of Claims  
Claims Administrator  
S.C. Workers' Comp. Comm



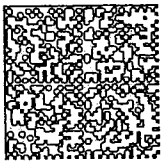
# BARNES/ALFORD

BARNES ALFORD STORK & JOHNSON, LLP  
ATTORNEYS AT LAW  
1613 MAIN STREET, POST OFFICE BOX 8448  
COLUMBIA, SOUTH CAROLINA 29202-8448

TO



Ms. Brenda F. Shealy Deputy Clerk of the SC Supreme  
Court  
P.O. Box 11330  
Columbia, SC 29211



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