



**HUFF**  
LAW FIRM LLC

E. Ros Huff, Jr.  
roshuff@colalaw.com

Shelby H. Kellahan  
skellahan@colalaw.com

September 27, 2013

The Honorable Jenny A. Kitchings  
Clerk, South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

Re: Bernard Lee, Respondent v. Bondex Inc.  
Appellate Case No. 2011-203326

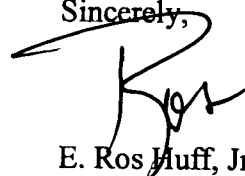
Dear Ms. Kitchings:

We are in receipt of the order from the Court of Appeals in this a matter which was filed on September 25, 2013. Please see attached an executed final agreement of settlement which was approved by the South Carolina Workers Compensation Commission as of August 8, 2013.

This court was inadvertently not notified of the parties' settlement. Therefore, the matters which were determined by the Court on September 25, 2013 were moot at the time of the order's issuance. Please let me know if I could be of any assistance and if this opinion should be withdrawn in light of the case's interim settlement.

By copy of this letter to the parties of record I am advising them of this communication

Sincerely,



E. Ros Huff, Jr.

ERH/shk

cc: Ann M. Mickle, Esquire

5500.0277

**RECEIVED**

SEP 30 2013

**SC Court of Appeals**

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

WCC File # 0906931  
 Carrier File # \_\_\_\_\_  
 Carrier Code # 372  
 Employer FEIN 929-0029

**Bernard Lee** 251-45-2204  
 Claimant's Name SSN  
 172 Old Cherokee Indian Road Graniteville SC 29829  
 Address City State Zip  
 803-663-0560 803-663-6693 x223  
 Home Phone Work Phone

Southern Felt d/b/a Bondex  
 Employer's Name  
 1695 Edgefield Road North Augusta SC 29860  
 Address City State Zip  
 Great American Alliance Insurance  
 Insurance Carrier

**E. Ros Huff, Jr.** (803) 252-2232  
 Preparer's Name Phone #

Compensation Paid	Number of Weeks	From	To	Amount
1. Number of weeks T.T. ....	13 1/2	06/03/09-09/03/09		\$ 5,000.00
	94	10/29/11-08/06/13		\$ 35,635.46
2. Number of weeks T.F. ....				\$
3. Number of weeks P.P. ....				\$
4. Disfigurement .....				\$
5. Agreement and Final Release .....				\$ 165,000.00
Total Compensation Paid .....				\$ 205,635.46
6. Total Medical Benefits* Paid .....				\$ 7,696.33
7. Funeral Benefits .....				\$

Case Denied Date of Injury: 06/02/09  
 month day year

By signing this receipt, I acknowledge that I have received the compensation shown above.

By: [Signature]  
 Bernard Lee-Claimant

By: [Signature]  
 E. Ros Huff, Jr., Esquire-Employer's Representative

Date: 9/17/13

Prior or type the name of the person, other than the claimant, receiving benefits and sign below.

By: \_\_\_\_\_

Report of additional Fees and Recoupment:

- A. Carrier Reimbursement by Third Party \$ \_\_\_\_\_
- B. Attorney's Fee Paid by Employer \$ \_\_\_\_\_
- C. Attorney's Fee Paid by Claimant \$ \_\_\_\_\_  
 (Non contingent fees, only)

File this form with the Claims Department according to R.67-414 and R.67-1204. A person, other than the claimant, receiving benefits should sign on the line provided. \*Do not include as medical costs fees paid for expert testimony, fees for determining carrier's liability, costs of autopsy, birth and death certificates and impartial examination. Form 19 must be filed within sixteen days of final payment of compensation. Form 19 must be filed when a claim is denied.

**RECEIVED**

SEP 30 2013  
 STATUS REPORT AND COMPENSATION RECEIPT

SC Court of Appeals

BEFORE THE  
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Bernard Lee

Employee/Claimant,

-vs-

Southern Felt d/b/a Bondex

Employer,

and

Great American Alliance Insurance

Carrier,

Defendants.

W.C.C. FILE NO. 0906951

FINAL LUMP SUM  
AGREEMENT AND RELEASE

RECEIVED  
SETTLEMENT

AUG 08 2013

Division of Claims  
SC Worker's Comp. Comm.

The Claimant, Bernard Lee, while in the course of employment of Southern Felt d/b/a Bondex claimed a bodily injury to his neck, left shoulder and left upper extremity in an alleged accident arising out of and in the course of his employment on or about June 2, 2009, in the County of Aiken, State of South Carolina.

At the time of the alleged accident aforementioned, 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.

This is a doubtful and disputed case, which was litigated and is currently on appeal before the S.C. Court of Appeals. Temporary disability and medical benefits were paid as shown on the Form 19.

The employee is represented by Ann M. Mickle, Esquire of Mickle & Bass in Rock Hill, South Carolina. The employer and carrier are represented by E. Ros Huff, Jr., Esquire of Huff Law Firm, LLC in Irmo, South Carolina. Disputes exist between the parties as to: Whether or not the claimant sustained a compensable injury by accident arising out of and in the course of employment; Claimant's entitlement to further medical benefits; Claimant's entitlement to further payments of temporary total disability benefits; the extent of permanent partial impairment, if any and any other issues which might arise under South Carolina's Workers' Compensation Law.

The parties hereto now advise that, in view of the aforementioned disputes, an agreement has been reached to settle this matter in its entirety, res judicata pursuant to Section 42-9-390.

Under the proposed settlement, the Defendants have agreed to pay, and the Claimant has agreed to accept, the sum of \$165,000.00 (One Hundred Sixty-Five Thousand and 00/100 Dollars) in full settlement and satisfaction of every liability under the Act and otherwise growing out of or in any way connected with any injury and/or accident occurring on or about June 2, 2009 and is final and res judicata to this claim.

As an integral part of this settlement agreement, it is expressly understood and agreed that the Defendants have paid all medical expenses for which they are liable and that the Claimant is responsible for any and all other medical expenses of whatsoever nature and the Defendants shall have no liability therefor. Any and all medical expenses that the claimant may have incurred, by reason of the alleged accident in question, shall be the express liability of the claimant, and the defendants shall have no liability therefore. It is further understood and agreed that this is a doubtful and disputed claim and nothing contained herein shall be construed as an admission of liability by the defendants, which was and is denied.

The Claimant hereby asserts that he has been fully advised of all his rights under the South Carolina Workers' Compensation Act, and is of the opinion that the proposed settlement is reasonable and fair and in this opinion, the Claimant's attorney concurs. The Claimant hereby asserts that he recognizes that his consent to, and the approval of, this settlement is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act and otherwise, growing out of, or in any way connected with this known injury and/or accident occurring on or about June 2, 2009. The parties understand that settlement of this claim as doubtful and disputed is a complete, total and final settlement of all claims that Bernard Lee has against the employer and carrier, and is res judicata and not subject to review.

NOW, THEREFORE, in consideration of the payment to the Claimant of the sum of \$165,000.00 (Sixty Thousand and 00/100 Dollars), and in further consideration of the mutual covenants, stipulations, and releases herein contained, the Claimant hereby releases and discharges Southern Felt d/b/a Bondex and Great American Alliance Insurance, and binds Claimant's heirs, executors, administrators, dependents, next of kin, privies, and assigns under the Act and otherwise and agrees to release, discharge, defend, and indemnify Southern Felt d/b/a Bondex and Great American Alliance Insurance 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 of any known injury and/or accident on or about June 2, 2009, but not limited to, any right which the Claimant might otherwise have to demand benefits for disability, disfigurement, bodily impairment, medical treatment, medicine or drugs, prosthetic devices, lost time or death, under the Act or otherwise 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 hereinafter (which is expressly waived, released and

renounced) whether or not arising out of, or directly or indirectly in any way conceivably attributable to any known injury and/or accident occurring on or about June 2, 2009, all actions before any tribunal, court or agency are hereby dismissed by the parties with prejudice.

As I find the parties agreement to be reasonable under the present circumstances, it is hereby adopted as the Order of the Commission. Additionally, per the claimant's request and with the Defendants consent, the disability compensation he shall receive, which amounts to \$165,000.00 (One Hundred Sixty-Five Thousand and 00/100 Dollars) as of August 5, 2013, shall be allocated in the following fashion:

- a) the sum of \$54,945.00 (Fifty-Four Thousand Nine Hundred Forty-Five and 00/100 Dollars) to Mickle & Bass, LLC, as attorney fees pursuant to Commission Regulation 67-1205 (C);
- b) the sum of \$1,443.16 (One Thousand Four Hundred Forty-Three and 16/100 Dollars) to Mickle & Bass, LLC, as reimbursement for litigation expenses pursuant to Commission Regulation 67-1206; and
- c) the sum of \$108,611.84 (One Hundred Eight Thousand Six Hundred Eleven and 84/100 Dollars) to the claimant, Bernard Lee, as payment for permanent disability for a period of 2,337.40 weeks at the rate of \$46.47 (Forty-Six and 47/100 Dollars) per week, commencing on August 5, 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 *James v. Anne's Inc.*, 390 S.C.188, 701 S.E.2d 730 (2010), *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).

It is expressly understood that the defendant takes no position and makes no representation as to the requested allocation of the proposed settlement sum as set forth hereinabove and that the proposed allocation in no way affects the absolute release of the defendant.

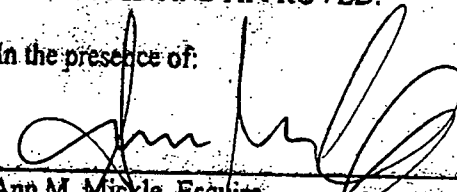
The parties have taken into consideration Social Security Disability and Medicare's potential interest in the resolution of the claim and there is no interest to their knowledge.

This Agreement shall not be subject to review, modification, or amendment by the Commission or the Courts of this State and is res judicata.

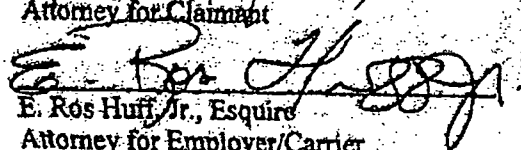
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of 8/6, 2013.

WITNESSED AND APPROVED:

In the presence of:

  
Ann M. Mickle, Esquire  
Attorney for Claimant

  
Bernard Lee, Claimant

  
E. Ros Huff, Jr., Esquire  
Attorney for Employer/Carrier

SEE SUBJECT TO FORM 61