

APPELLATE PANEL
DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NO.: 1114504

VICTOR RODRIGUEZ CLAIMANT/RESPONDENT/APPELLANT,

VS.

DARLINGTON SHREDDING, INC., AND BRIDGEFIELD
CASUALTY INSURANCE COMPANY C/O SUMMIT
HOLDINGS, INC. DEFENDANTS/APPELLANTS/RESPONDENTS,

AND

INNOVATIVE LABOR SERVICES, INC., FRANK CRUM 2, INC.,
FRANK WINSTON CRUM INSURANCE, INC., AND
SOUTH CAROLINA UNINSURED EMPLOYERS' FUND
DEFENDANTS/RESPONDENTS.

Appellate Panel Review Hearing
held in Columbia, South Carolina,
on March 19, 2013, per notices
timely and properly served upon
all parties of interest.

Appellate Panel Decision and Order

filed, 9-30-13

RECEIVED

OCT 25 2013

SC Court of Appeals

APPEARANCES: CLAIMANT represented by C. Daniel Vega, Esquire, of Columbia, South Carolina;

DARLINGTON SHREDDING, INC., AND BRIDGEFIELD CASUALTY INSURANCE
COMPANY C/O SUMMIT HOLDINGS, INC., represented by Nicolas L. Haigler,
Esquire of Columbia, South Carolina;

INNOVATIVE LABOR SERVICES, INC., represented by F.W. Auman, III, Esquire, of Hartsville, South Carolina;

FRANK CRUM 2, INC., AND FRANK WINSTON CRUM INSURANCE, INC., represented by John W. Rabb, Jr., Esquire, of Columbia, South Carolina; and

SOUTH CAROLINA UNINSURED EMPLOYERS' FUND represented by Lisa C. Glover, Esquire, of Columbia, South Carolina.

STATEMENT OF THE CASE

This is an appeal by Darlington Shredding, Inc., and Bridgefield Casualty Insurance Company c/o Summit Holdings, Inc. ("Appellants/Respondents") and Victor Rodriguez ("Claimant/Respondent/Appellant") from the Decision and Order of Commissioner Derrick L. Williams, filed on October 12, 2012.¹

By way of background, this claim was before the South Carolina Workers' Compensation Commission pursuant to Amended Form 50 filed by the Claimant on February 10, 2012. It is the position of the Claimant that he sustained an injury by accident on September 19, 2011, resulting in injuries to his lungs (smoke inhalation), burns to 80% of his body, and psychological overlay. The Claimant now requests temporary total disability benefits from the date of the alleged accident and continuing until such time as he reaches maximum medical improvement, and the authorization of past and future causally-related medical treatment pursuant to Section 42-15-60 of the Act.

Appellants filed a Form 51 on February 24, 2012, denying the claim in its entirety, but specifically based upon the lack of an employer-employee relationship at the time of the accident. Moreover, the Appellants contend the claim is controlled by the Professional Employer Organization (PEO) statutes, 40-68-10 et al. Specifically, the Appellants contend the Claimant is the non-assigned employee of Respondent Innovative Labor Services (ILS) pursuant to the PEO statutes, and covered for workers' compensation insurance by Respondent Frank Crum 2, Inc., and Frank Winston Crum Insurance (Frank Crum).

On February 24, 2012, Frank Crum filed a Form 51 denying the claim in its entirety. On April 11, 2012, ILS filed a Form 51 admitting the accident as alleged but denying an employer-employee relationship existed between the Claimant and ILS. In the alternative, ILS contended that if it were determined to be the employer of the Claimant, ILS had workers' compensation coverage through Frank Crum.

¹ For the purposes of this Decision and Order only Bridgefield Casualty Insurance Company c/o Summit Holdings, Inc., is hereinafter known as Appellants.

On May 9, 2012, the claimant filed a Second Amended Form 50 adding the South Carolina Uninsured Employers' Fund ("UEF") as a party defendant to the claim. On May 18, 2012, the UEF filed a Form 51 denying the claim in its entirety.

The Hearing in this matter was held on June 21, 2012, in Florence, South Carolina, before Commissioner Derrick L. Williams ("Hearing Commissioner"). By way of Decision and Order filed on October 12, 2012, the Hearing Commissioner issued the following findings of fact:

1. Based upon the evidence as a whole, including Claimant's testimony and the medical reports, I find Claimant has sustained his burden of proving compensable injury by accident in the course and scope of employment.
2. Based upon the medical evidence and testimony of Claimant, Claimant suffered severe burns over his 80% of his body when the explosion occurred, suffering second and third degree burns to the chest, torso, abdomen, genitals, legs, ankles, and feet. Additionally, Claimant suffered from lung damage due to smoke inhalation following the explosion.
3. Based upon the reports from Dr. Rivell and the testimony of Claimant, I find Claimant suffers from severe psychological damage following his accident, due to the intense nature of the accident, his continued inability to work, and his anxiety over daily life with severe burns.
4. Claimant has not been issued a finding of MMI by any doctor, and is therefore in need of additional medical and psychological care for his compensable injuries.
5. Claimant was hired at Darlington Shredding following a recommendation from his roommate Caesar Robinson, an interview by Fernando Brito, a Darlington employee who recommended his hiring, and the approval of John Frey, owner operator of Darlington.
6. Claimant completed a job interview with Brito, was issued a company shirt, received job-site training from other Darlington employees, and was provided tools by Darlington. Darlington supervised and directed Claimant's daily work activities. And, Darlington retained the right to terminate claimant if they deemed it necessary.
7. Claimant believed he was a direct employee of Darlington. He testified he never met with anyone from ILS.
8. Claimant received paychecks from ILS. Claimant was vaguely aware of the existence of ILS after seeing its name on his paychecks and form 1099, but he had no direct knowledge of ILS or what kind of company ILS was, was unaware of ILS's arrangement with Darlington, and never communicated with anyone at ILS for any reason.

9. Claimant never went to ILS to fill out any paperwork, never met Tim Wiley before the accident, never had an I-9 or W-4 completed by ILS, never filled out any application materials with ILS, and never even visited the ILS office.
10. Neither Wiley nor his staff communicated with or spoke to Claimant regarding *any* matter until the date of the accident when Wiley contacted Claimant's wife to inquire about his date of birth and Social Security Number.
11. ILS was not involved in any conversation Claimant had with Darlington employees and ILS agreed to issue Claimant paychecks only when Claimant's name appeared on Darlington payroll records.
12. ILS did not file a notice of injury with its insurance provider following the accident. Wiley instead called Frey and told Frey to have the injury filed with Bridgefield because Claimant was not covered with ILS for purposes of workers' compensation.
13. Scott Shelley of Darlington testified that he assumed Claimant was sent to ILS, filled out paperwork there, and received workers' compensation insurance through ILS. Shelley admitted he had no direct knowledge whether this process occurred, and merely assumed it had taken place.
14. Shelley stated it was his belief that Tim Wiley hired Claimant, despite Wiley's statement that he had not heard of Claimant before the day of the accident.
15. Shelley testified he informed Bridgefield officials Claimant was *not* an ILS employee, but that Bridgefield needed to provide benefits because Claimant was working on Darlington property when the accident occurred. Shelley testified Bridgefield stopped payment of benefits after they came to Darlington and interviewed Darlington officials about the accident.
16. Shelley testified that had he been aware of Claimant's lack of insurance coverage from ILS, he would have taken Claimant off the job site immediately.
17. Frey testified that he allowed Brito to run Claimant's hiring process with ILS.
18. Frey testified he was "dumbfounded" upon learning from Wiley on the day of the accident that Claimant was not insured through ILS.
19. Despite ordering Shelley to contact Bridgefield and inform them of the injury, Frey testified he never believed Darlington was legally responsible for Claimant's insurance coverage.
20. Despite claiming that Darlington officials were certain as to which employees belonged to ILS and which belonged to Darlington, Darlington officials never specifically checked with ILS to determine whether employees on-site were lacking workers' compensation coverage.

21. Based on the evidence as a whole, including all of the testimony presented, I find that Darlington Shredding Company is the direct employer in this case. Not only did Claimant believe he was working for Darlington Shredding and not through Innovative Labor Services (ILS), Claimant never went to ILS to fill out any paperwork, had never met Mr. Tim Wiley (ILS owner), never had an I-9 or W-4 completed by ILS, and Claimant never filled out any application with ILS. Though Darlington Shredding and their witnesses tried to distance themselves from the hiring of the Claimant, I believe Mr. Wiley and the Claimant's testimonies over Mr. Frey's testimony on these important issues.
22. I find that payment by ILS of Claimant's payroll does not create an employment relationship with ILS. Even though Claimant was paid with an ILS paycheck payment alone does not create an employment relationship when all other evidence indicates Claimant was an employee of Darlington.
23. Based on these facts, I find Darlington to be Claimant's employer and Bridgefield to be the carrier for this claim.
24. In the alternative, I also find Claimant to be a statutory employee of Darlington, by virtue of Darlington's status as an upstream contractor of ILS and Bridgefield to still be the carrier for this claim.
25. Though ILS clearly had a PEO agreement through Frank Crum, I do not find that the agreement is triggered in this case, as the overwhelming evidence is that the Claimant was a direct (and if I had not found him direct, I would still find him statutory) employee of Darlington Shredding. The PEO agreement between Frank Crum and ILS covers assigned employees of ILS; there is no evidence at all that Claimant was assigned in this case, and as such, I do not find the PEO agreement or statute is triggered. Had Claimant been found to be an employee of ILS (either direct or statutory) then obviously the PEO statute analysis would be different. I find Claimant was not even a non-assigned employee; he was never an employee of ILS. There is a dearth of evidence tying the Claimant to ILS, and I would be speculating to find him an employee (direct or statutory) of ILS in this case.
26. Bridgefield paid claimant a weekly temporary disability check from September 20, 2011, until November 14, 2011, at the rate of \$273.05 per week.
27. What is most interesting and troubling is that Bridgefield Casualty (the carrier for Darlington Shredding) began paying benefits in this case, even after Mr. Scott Shelley told them the Claimant was allegedly not their employee. I find this significant because they for some reason denied coverage later, when they could have never even started coverage, if I accept Mr. Shelley's statement at full value. In any event, as Darlington Shredding is the Claimant's employer in this case, Bridgefield Casualty is the carrier for this claim.
28. Claimant is entitled to temporary total disability from November 15, 2011 to the present and continuing.

29. Claimant is entitled to and in need of additional medical and psychological treatment for his compensable burn injuries, lungs, and psychological issues.
30. Defendant Bridgefield is responsible for reimbursement for all causally-related medicals to date, including surgical costs, out-of-pocket expenses, mileage, prescriptions, and any other medical benefits outlined in the Act.
31. Innovative Labor Services, Inc., Frank Crum 2, Inc., Frank Winston Crum Insurance, Inc., and the South Carolina Workers' Compensation Uninsured Employers' Fund are hereby relieved of liability in this case and are hereby dismissed with prejudice.
32. All other issues are held in abeyance.

The Hearing Commissioner also issued the following conclusions of law:

1. Pursuant to S.C. Code Ann. § 42-1-160, Claimant suffered compensable injuries by accident in the form of severe second and third degree burns across his body, lung damage from smoke inhalation, and psychological damage from the traumatic nature of the accident.
2. Pursuant to S.C. Code Ann. § 42-1-130, Claimant meets the definition of a direct employee of Defendant Darlington Shredding, Inc.
3. In the alternative, and also pursuant to S.C. Code Ann. § 42-1-130, Claimant meets the definition of a statutory employee of Defendant Darlington Shredding, Inc.
4. Pursuant to S.C. Code Ann. § 42-1-60, Bridgefield Casualty Insurance Company meets the definition of carrier or insurer.
5. Pursuant to S.C. Code Ann. § 42-1-100, Claimant is entitled to compensation.
6. Pursuant to S.C. Code Ann. § 42-9-10, Claimant is entitled to payment of temporary total disability benefits from November 15, 2011 to the present and continuing.
7. Pursuant to § 42-15-60, Claimant is entitled to and in need of additional ongoing medical care related to his burns and skin grafts, smoke inhalation, and psychological trauma.
8. Pursuant to S.C. Code Ann. § 42-15-60, Defendant Darlington is responsible for reimbursement for all causally-related medicals to date, including surgical costs, out-of-pocket expenses, mileage, and prescriptions.
9. Pursuant to S.C. Code Ann. Regs. 67-1601, Claimant is entitled to any reasonable causally-related expenses incurred in receiving past or future causally related medical treatment.

Within the statutory period, the Claimant and Appellants filed Applications for Review in the case setting forth their reasons, copies of which were furnished to all interested parties, prior to oral argument presented before the Full Commission Appellate Panel (Appellate Panel) on March 19, 2013. All proffered testimony has been taken. Such, together with all documentary evidence, has been delivered by oral argument to the undersigned members of the Appellate Panel and has since been under study and consideration. Specifically, the Appellants respectfully requests the Appellate Panel to reverse the Decision and Order of the Hearing Commissioner based upon the following grounds:

1. Finding that the claimant is the direct employee of Darlington Shredding is not supported by the greater weight of the evidence in the record and is contrary to the undisputed contractual relationship between Darlington Shredding and ILS.
2. The Hearing Commissioner erred in failing to apply the Professional Employer Organization statutes based upon the incorrect determination that the claimant was a direct employee of Darlington Shredding.
3. The Hearing Commissioner improperly found "most interesting and troubling" the payment of benefits to the claimant by Bridgefield Casualty despite being informed by Darlington Shredding that the claimant was not their employee.
4. The Hearing Commissioner erred in finding the claimant sustained severe burns over 80% of his body.

In addition, the Claimant respectfully requests the Appellate Panel to reverse, in part, the Decision and Order of the Hearing Commissioner based upon the following grounds:

1. The Commissioner rightly found Claimant suffered injury by accident in the course and scope of employment, Claimant however questions whether the Single Commissioner erred in finding as fact and ordering Darlington Shredding and their carrier Bridgefield Casualty pay compensation when the preponderance of the evidence also demonstrates Innovative Labor Services and their carrier Frank Winston Crum Insurance, Inc., also had coverage for a compensable injury, the error being Claimant intends to seek benefits from ILS and their carrier should the Court reverse, amend or modify the coverage decision of the Commission.
2. The Commissioner rightly found Claimant suffered injury by accident in the course and scope of employment, Claimant however questions whether the Single Commissioner erred in finding as fact and ordering Darlington Shredding and their carrier Bridgefield Casualty pay compensation when the preponderance of the evidence also demonstrates Frank Crum 2, as the PEO, and their carrier Frank

Winston Crum Insurance, Inc., also had coverage for a compensable injury, the error being Claimant intends to seek benefits from Frank Crum 2, as the PEO, and their carrier Frank Winston Crum Insurance, Inc., should the Court reverse, amend or modify the coverage decision of the Commission.

3. The Commissioner rightly found Claimant suffered injury by accident in the course and scope of employment, Claimant however questions whether the Single Commissioner erred in finding as fact and ordering Darlington Shredding and their carrier Bridgefield Casualty pay compensation when the preponderance of the evidence also demonstrates Innovative Labor Services may be deemed uninsured, and South Carolina Uninsured Employers' Fund should also have coverage for the compensable injury, the error being Claimant intends to seek benefits from ILS and the Uninsured Employers' Fund should the Court reverse, amend or modify the coverage decision of the Commission.

After careful review in the instant case of all grounds raised, the evidence in the record, and oral arguments from both counsel, the Commission finds that, by unanimous vote, the Decision and Order of the Hearing Commissioner must be Reversed in part and Affirmed in part.

FINDINGS OF FACT

After careful review of the evidence presented by the parties, including the Hearing testimony of the Claimant, Timothy F. Wiley, Claire Norwood, Scott A. Shelley and John C. Frey; the deposition testimony of the Claimant, John C. Frey, Timothy F. Wiley, Jimmie Hardee, Scott A. Shelley, Fernando Brito; and the medical records and exhibits submitted through the APA, WE FIND AS A FACT THAT:

1. Based upon the evidence as a whole, including Claimant's testimony and the medical reports, we find Claimant has sustained his burden of proving compensable injury by accident in the course and scope of employment on September 19, 2011.
2. Based upon the medical evidence and testimony of Claimant, we find Claimant suffered significant burns to his body when the explosion occurred, suffering second and third degree burns to the chest, torso, abdomen, genitals, legs, ankles, and feet. Additionally, Claimant suffered from lung damage due to smoke inhalation following the explosion.
3. Based upon the reports from Dr. Rivell and the testimony of Claimant, we find Claimant suffers from severe psychological damage following his accident, due to the intense nature of the accident, his continued inability to work, and his anxiety over daily life with severe burns.
4. We find Claimant has not been issued a finding of MMI by any doctor and is therefore in need of additional medical and psychological care for his compensable injuries.

5. As Claimant has not yet been issued a finding of MMI by any doctor, we find permanency to be premature.
6. We find Tim Wiley's testimony that neither he nor his staff had heard of Claimant until the date of the accident is not credible. See H.T., pp. 45-46, 86-87, 95-96. This testimony was unequivocally refuted by the subsequent testimony of Claire Norwood, his office manager, who confirmed Wiley had knowledge of the claimant as early as August 8, 2011, six weeks prior to the accident. See H.T., pp. 114-115.
7. We find Tim Wiley admitted that he represented to Darlington Shredding that the fee charged covered workers' compensation insurance for those employees listed on the ILS payroll form, which included the Claimant. See H.T., pp. 62-65, 109; see also Defendants' Ex. A, pp. 4-27.
8. We find that Claimant was not a direct employee of Darlington Shredding. We give great weight to the verbal and written contract between Darlington Shredding and ILS, the existence and terms of which were confirmed by Wiley in a civil action deposition from 2011. See Defendants' Ex. G, pp. 60-61; Deposition of Timothy Wiley, p. 9 (Civil Action No. 09-CP-16-0632); and H.T., p. 55. The contract provided that "all employees supplied to [Darlington Shredding] shall solely be ILS employees," with workers' compensation insurance on all such employees being maintained by ILS. See Defendants' Ex. G. p. 60. In addition, the contract provided that "it is expressly agreed and understood that the cost of said insurance is included in the fees ILS is charging [Darlington Shredding] and that ILS is paying its premiums from those fees." See Defendants' Ex. G. p. 60; H.T., p. 53. We also considered the website information for ILS, wherein ILS represents to prospective clients that they pay workers' compensation insurance. See Defendants' Ex. C, p. 48.
9. We find the greater weight of the evidence supports that Fernando Brito, an employee of Darlington Shredding, had two conversations with Wiley prior to Claimant beginning work wherein Wiley advised Brito that Claimant was authorized to begin working at Darlington Shredding. See Deposition of Fernando Brito, pp. 12-14. These conversations were not disputed by Wiley. See H.T., p. 58.
10. We find that who Claimant believed was his employer is a consideration, but is not dispositive. We also considered the fact that Darlington Shredding supplied Claimant's company shirt, tools, etc., but do not find this dispositive or persuasive, given the other evidence in this case.
11. We find the PEO statutes, Section 40-68-10 et al, apply pursuant to the contract between ILS and Frank Crum. See Defendants' Ex. B. Specifically, we find that Frank Crum is a licensee, or professional employer organization, insured for workers' compensation coverage under a policy issued by Frank Winston Crum Insurance. We also find that ILS is a client company of Frank Crum.
12. We find that Claimant is not an employee (direct or statutory) of Darlington Shredding, but instead a non-assigned employee of ILS. ILS did not secure workers' compensation

coverage for non-assigned employees and, therefore, Claimant is covered for purposes of workers' compensation insurance by Frank Crum, pursuant to Section 40-68-10 et al. Bridgefield Casualty Insurance Company c/o Summit Holdings, Inc. (Bridgefield Casualty), as the insurer of Darlington Shredding, is not liable for Claimant's workers' compensation benefits. This finding is supported by the greater weight of the evidence in the record.

13. We find that the contract between ILS and Frank Crum contemplated the possibility that ILS would employ non-assigned employees. Specifically, the contract provides for ILS to indemnify Frank Crum should Frank Crum be forced to assume liability for a workers' compensation claim of a non-assigned employee. See Defendants' Ex. B, p. 38. We find that Frank Crum's right to indemnification by ILS is also addressed by Section 40-68-120; however, we find this is a separate issue not before this Appellate Panel.
14. We find that Darlington Shredding and Bridgefield Casualty, in denying the claim within 150 days of notice of the accident, after initially accepting the claim and providing temporary total disability benefits, to be within the meaning and purpose of Section 42-9-260, as a good faith investigation by Darlington Shredding and Bridgefield Casualty revealed grounds for the denial.
15. We find Claimant is entitled to temporary total disability benefits from November 15, 2011 to the present and continuing, to be paid by Frank Crum.
16. We find that Frank Crum shall reimburse Bridgefield Casualty for temporary total disability benefits paid from September 19, 2011, through November 14, 2011.
17. We find that Frank Crum shall reimburse Bridgefield Casualty for all causally-related medicals paid to date, including surgical costs, out-of-pocket expenses, mileage, prescriptions, and any other medical benefits outlined in the Act.
18. Frank Crum is responsible for payment of all causally-related medicals unpaid to date, including surgical costs, out-of-pocket expenses, mileage, prescriptions, and any other medical benefits outlined in the Act.
19. Claimant is entitled to and in need of additional medical and psychological treatment for his compensable burn injuries, lungs, and psychological issues. We find this treatment shall be authorized and provided by Frank Crum.
20. ILS, while not directly liable for Claimant's workers' compensation benefits, is subject to indemnity liability pursuant to the PEO statutes, Section 40-68-10 et al.
21. Darlington Shredding, Bridgefield Casualty, and the South Carolina Uninsured Employers' Fund are hereby relieved of liability in this case and are hereby dismissed with prejudice.
22. All other issues are held in abeyance.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, and as provided by the Code of Laws of South Carolina, § 42-17-40, it is the determination of the Commission that:

1. Pursuant to S.C. Code Ann. § 42-1-160, Claimant suffered compensable injuries by accident on September 19, 2011, in the form of severe second and third degree burns across his body, lung damage from smoke inhalation, and psychological damage from the traumatic nature of the accident.
2. Pursuant to S.C. Code Ann. § 40-68-10, Frank Crum 2 meets the definition of a licensee and professional employer organization.
3. Pursuant to S.C. Code Ann. § 40-68-10 and § 42-1-60, Frank Winston Crum Insurance is the workers' compensation carrier or insurer of Frank Crum 2.
4. Pursuant to S.C. Code Ann. § 40-68-10, Innovative Labor Services is the client company of Frank Crum 2, licensee.
5. Pursuant to S.C. Code Ann. § 40-68-10 et al, Claimant is a non-assigned employee of Innovative Labor Services.
6. Pursuant to S.C. Code Ann. § 42-1-130, Claimant is neither a direct employee nor statutory employee of Darlington Shredding and, therefore, neither Darlington Shredding nor Bridgefield Casualty Insurance Company c/o Summit Holdings, Inc., are liable for Claimant's workers' compensation benefits.
7. Pursuant to S.C. Code Ann. § 40-68-70, and based upon Innovative Labor Services' failure to secure workers' compensation insurance for non-assigned employees, Frank Crum 2 and Frank Winston Crum Insurance are liable to pay Claimant's workers' compensation benefits under Title 42.
8. Pursuant to S.C. Code Ann. § 42-9-10 and § 42-9-430, Frank Crum 2 and Frank Winston Crum Insurance shall reimburse Bridgefield Casualty for temporary total disability benefits paid from September 19, 2011, through November 14, 2011.
9. Pursuant to S.C. Code Ann. § 42-9-10, Claimant is entitled to payment of temporary total disability benefits from November 15, 2011, to the present and continuing.
10. Pursuant to S.C. Code Ann. § 42-15-60, Claimant is entitled to and in need of additional ongoing medical care related to his burns and skin grafts, smoke inhalation, and psychological trauma.
11. Pursuant to S.C. Code Ann. § 42-9-430 and § 42-15-60, Frank Crum 2 and Frank Winston Crum Insurance shall reimburse Bridgefield Casualty for all causally-related medicals paid to date, including surgical costs, out-of-pocket expenses, mileage, prescriptions, and any other medical benefits outlined in the Act.

12. Pursuant to S.C. Code Ann. § 42-15-60, Frank Crum 2 and Frank Winston Crum Insurance are responsible for payment of all causally-related medicals unpaid to date, including surgical costs, out-of-pocket expenses, mileage, and prescriptions.
13. Pursuant to S.C. Code Ann. Regs. 67-1601, Claimant is entitled to any reasonable causally-related expenses incurred in receiving past or future causally related medical treatment.

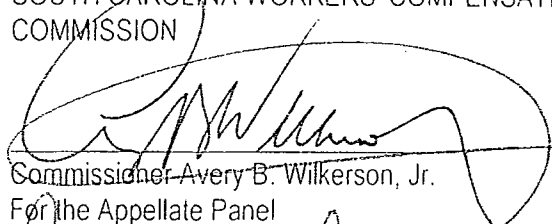
ORDER

IT IS, THEREFORE, ORDERED, that the Decision and Order of the Hearing Commissioner filed in the above-captioned matter on October 12, 2012, is hereby REVERSED in part and AFFIRMED in part. Specifically, the Commission reverses and holds that Claimant suffered significant burns to his body, including suffering second and third degree burns to the chest, torso, abdomen, genitals, legs, ankles, and feet. Additionally, Claimant suffered from lung damage due to smoke inhalation following the explosion. The Commission further reverses and holds that Darlington Shredding is neither the direct nor statutory employer of Claimant and, therefore, Bridgefield Casualty Insurance Company c/o Summit Holdings, Inc., is not liable for Claimant's workers' compensation benefits, and shall be dismissed from this claim with prejudice. Moreover, the Commission reverses and holds that Claimant is a non-assigned employee of Innovative Labor Services. Innovative Labor Services is a client company of Frank Crum 2, who is a professional employer organization or licensee pursuant to Section 40-68-10 et al., and who has workers' compensation insurance through Frank Winston Crum Insurance. The Commission reverses and holds that Frank Crum 2 and Frank Winston Crum Insurance are hereby responsible for Claimant's past, present, and future causally-related workers' compensation benefits to which claimant is entitled to under Title 42. The Commission also reverses and holds that Frank Crum 2 and Frank Winston Crum Insurance shall reimburse Bridgefield Casualty c/o Summit Holdings, Inc., for all temporary total disability benefits paid to Claimant and causally-related medical expenses paid on behalf of Claimant. The remainder of the

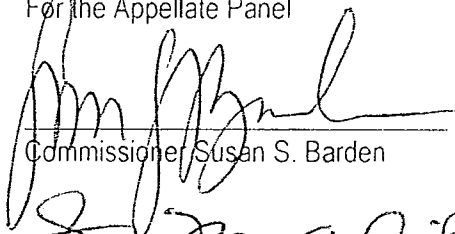
Decision and Order of the Hearing Commissioner, in so much as it does not conflict with the this Order of the Commission, is hereby affirmed.

AND IT IS SO ORDERED.

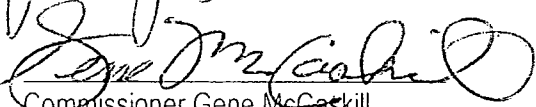
SOUTH CAROLINA WORKERS' COMPENSATION
COMMISSION



Commissioner Avery B. Wilkerson, Jr.
For the Appellate Panel



Commissioner Susan S. Barden



Commissioner Gene McCaskill

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 mail addressed to any unrepresented party.

By Valerie Deller on September 30, 2013