

State of South Carolina
Workers' Compensation Commission

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SC Court of Appeals

APPELLATE PANEL DECISION AND ORDER

COMMISSION PANEL: The Honorable Aisha Taylor; The Honorable Cynthia C. Dooley; and
The Honorable Melody L. James.

SCWCC File No.: 2111920

Troy Hinson,

Claimant,

v.

Merrill Gardens, LLC,

Employer,

and

Church Mutual Insurance Co.,

Carrier,

Defendants.

AFFIRMED

Hearing held in Richland County, South Carolina,
on August 26, 2024

Per notice timely and properly served upon all Parties of Interest.

Appearances: Stephen B. Samuels, Esq. of Samuel Reynolds Law Firm,
appeared on behalf of Claimant/Appellant.

R. Mark Davis, Esq., of McAngus Goudelock & Courie, LLC,
appeared on behalf of Defendants/Respondents.

Court Reporter: Mary C. Joy, 1230 Richland St, Columbia, SC 29201, 803-252-
3445, contact@creelreporting.com.

Filed: November 1, 2024

I. STATEMENT OF THE CASE

On April 25, 2022, a hearing was held before a Single Commissioner to determine Troy Hinson's (Claimant's) eligibility for temporary benefits under the Act. Claimant maintained he sustained at-work injuries to his back, right leg, left leg, groin and abdomen on July 29, 2021, while pushing a roll off dumpster up a ramp. Claimant further maintained he was not at maximum medical improvement (MMI) for his injuries. Claimant sought Temporary Total Disability (TTD) compensation from July 29, 2021, to the present and continuing.

Merrill Gardens, LLC (Employer) and Church Mutual Insurance Company (Carrier) (hereinafter collectively known as "Defendants") admitted the injuries to Claimant's lumbar spine and an inguinal hernia as causally related to an at-work accident on July 29, 2021. Claimant's TTD compensation became effective on July 29, 2021.

Claimant's treating physician released him to light duty work on December 13, 2021. Employer offered Claimant a job within his work restrictions on December 20, 2021. Claimant accepted and Defendants terminated his TTD compensation, effective December 19, 2021.

Employer subsequently terminated Claimant's employment on January 25, 2022. Defendants maintained Claimant was terminated for cause. Claimant denied Employer's assertion and sought the reinstatement of his TTD compensation from January 25, 2022, to the present and continuing. Claimant further maintained Defendants improperly terminated his initial temporary benefits and failed to immediately reinstate said benefits upon his termination by Employer. Claimant sought a penalty against Defendants for these purported violations.

Defendants maintained that but for Claimant's own actions, he could have continued in his light duty position for Employer. Defendants sought a finding that Claimant was not entitled to

additional TTD compensation. In the alternative, Defendants sought a finding that Claimant reached MMI on March 16, 2022, and should therefore only be entitled to back-owed TTD compensation from January 25, 2022, to his date of MMI.

The Single Commissioner determined, *inter alia*:

[C]laimant sustained a compensable injury to his lumbar spine and developed an inguinal hernia arising out of and in the course and scope of his employment with [Employer]. [D]efendants did not improperly stop TTD benefits. [C]laimant is not entitled to temporary total disability payments from the date of his termination, of January 25, 2022, and ongoing pursuant to S.C. Code Ann. § 42-9-260. [T]he 25% penalty pursuant to S.C. Code Ann. § 42-9-260 (G) is not applicable and not assessed.

(Single Commissioner's Decision and Order filed on January 31, 2024, p. 21.)

This matter is now before the South Carolina Workers' Compensation Commission's Appellate Panel pursuant to issues raised on appeal by Claimant. Within the statutory period, Claimant filed a Form 30, Request for Commission Review. Accordingly, the parties presented for oral arguments before the Appellate Panel on August 26, 2024.

II. SINGLE COMMISSIONER FINDINGS OF FACT AND CONCLUSIONS OF LAW

FINDINGS OF FACT

Based on the above outlined evidence submitted into the record, [the Single Commissioner] finds the following:

1. This is a Form 15, Section III hearing to determine if TTD benefits were properly terminated.
2. Claimant was injured on 07/29/2021 pushing a trash dumpster.
3. Claimant had injuries to lumbar spine as well as an inguinal hernia. Defendants have accepted the claim.
4. Permanency is not before me at this hearing.

5. The matter before the Commission in this hearing is to determine if Claimant's temporary compensation was legally terminated.
6. Claimant is seeking in terms of relief for the Commission to find that Defendants failed to immediately reinstate his TTD immediately after terminating his employment on 01/25/2022.
7. Specifically, Claimant seeks to have TTD paid from 01/25/2022 to present and continuing until properly stopped by a future order of the Commission.
8. Additionally, Claimant seeks a 25% penalty as set forth in S. C. *Code Ann.* § 42-9-260(G) on top of the past due temporary total.
9. Defendants contend that Claimant was terminated for absences from work as well as lack of communication and insubordination.
10. Defendants argue that since Claimant was terminated for cause, he is not entitled to TTD after his termination. Defendants contend that if they are responsible for any TTD after Claimant's termination, it would be for only a period of 01/25/22 to 03/16/2022.
11. At the hearing, both Claimant and Mr. Dougal Kear who is the general manager of Merrill Gardens testified at the hearing.
12. Claimant testified that he was hired as the maintenance supervisor to do maintenance and to be over housekeeping.
13. Claimant testified that after his injury he was placed on a five-pound lifting restriction on 8/2/2021.
14. Claimant had hernia surgery and was taken out of work on 11/11/2021.
15. Claimant was paid TTD when he was taken out of work.
16. Claimant testified that he received a telephone call from Dougal Kear. He further testified

that Mr. Kear offered him a position to return to work. (T at 47).

17. Claimant accepted that position. (T at 47).

18. Claimant answered in the affirmative when asked if his restrictions as of 12/13/2021 were pushing or pulling, limit five pounds; lifting and carrying, limit five pounds, no twisting, and no stretching.

19. Those restrictions were given to him by the authorized treating physician, Dr. O'Leary.

20. Claimant testified that Mr. Kear was very micromanaging.

21. He further testified that he met with Mr. Kear for about an hour every morning.

22. Claimant testified, "So I talked to him every morning. I talked to him in the hallway. Talked to him in his office. Talked to him on the phone. He's emailing me. He's talking to me on the radio, you know texting." (T at 48).

23. Claimant also testified that Mr. Kear was concerned about his missing work when he went to doctor's appointments or physical therapy.

24. Claimant testified that Mr. Kear was concerned that Claimant was not getting 40 hours a week because of the missed time. He was concerned that Claimant could lose his full-time status. If that happened, Claimant testified that he would lose his insurance and vacation. (T at 48-49).

25. Mr. Kear suggested that Claimant could perhaps work on Fridays or overtime to make this time up.

26. Claimant's normal schedule was Sunday through Thursday from 8:30 to 4:30. He further testified that he was on call 24 hours a day, seven days a week.

27. Claimant testified that Mr. Kear wanted him "to paint apartments and roll apartments and I told him I wasn't able to do it. That it was a lot of twisting and turning and, you know, five-gallon

buckets were involved with 50 pounds of paint and all. I couldn't do it." (T at 49).

28. Claimant testified that he called in an outside paint contractor. He further testified that he had permission to call a contractor. He testified that David Dixon gave him permission.

29. According to the testimony of Claimant, Mr. Dixon was one of his supervisors and the "maintenance regional (sic) and he was my trainer." (T at 51).

30. On the day he was fired, Claimant testified that he called Mr. Kear and told him that he was coming to work but he had been sick the night before.

31. He further testified that Mr. Kear told him that he would test him for Covid when he got there.

32. Claimant testified that Mr. Kear was firing him for not communicating with him, and for insubordination for not reporting directly to his office to take a Covid test. (T at 52-53).

33. Claimant testified that Mr. Kear asked him to exceed his restrictions.

34. Claimant saw his family doctor, Dr. Mattei, on 02/04/2022. Dr. Mattei wrote Claimant completely out of work.

35. Claimant testified that he has not been back to Dr. Moffat who was the surgeon who performed Claimant's hernia repair. Claimant also testified that Dr. Moffat has set him up for a nerve block.

36. Claimant acknowledged that he had seen Dr. LaMotta on 03/16/2022 where he released Claimant from his care. Dr. LaMotta assigned a 5% whole person rating and a 15-pound lifting restriction.

37. Under future medical care, Dr. LaMotta recommended comprehensive pain management. (APA p.194)

38. Claimant acknowledged that he had not applied for work anywhere because he hasn't been able to work. (T at 65).

39. Dougal Kear testified that he has worked in health care administration for about 17 years. He further testified that about 15 of those years was in general management.
40. Mr. Kear testified that he is the general manager at Merrill Gardens. He was Claimant's direct supervisor.
41. Mr. Kear came to work at Merrill Gardens while Claimant was out of work following hernia surgery.
42. Mr. Kear testified that he called Claimant and told him that Carrier had received paperwork from the orthopedic doctor releasing him to return to work with restrictions. He offered Claimant a light duty job. (T at 78).
43. Claimant returned to light duty work. Mr. Kear testified he never asked Claimant to work outside his restrictions. (T at 79-80, 81).
44. Mr. Kear further testified that he needed Claimant for those tasks that he could complete within his restrictions.
45. Mr. Kear also testified that he never met with Claimant for an hour every morning. Those meetings, however, were only for a few minutes, but a lot of time "he just wouldn't show up in the morning." (T at 83, lines 16- 17).
46. Mr. Kear testified that the housekeepers that he supervised couldn't find him. "We just didn't know where he was." (T at 83, line 20-22).
47. Mr. Kear testified that Claimant was terminated on January 25, 2022. (T at 84).
48. In addition to not being able to find him, Mr. Kear testified that when he asked Claimant where he went, Claimant responded, "Oh, I had an appointment." (T at 85, lines 22-25).
49. Mr. Kear also testified that Claimant was also not communicating with him or the residents. With the residents, it was about issues in the apartments. With Mr. Kear it was about work tasks. (T

at 86).

50. Mr. Kear testified that Claimant's termination had nothing to do with his work-related injuries. (T at 90).

51. Mr. Kear further testified that he believed that he was very clear with Claimant about his expectations of him.

52. When the evidence is viewed as whole, I find that Claimant was terminated for cause and, as such, is not entitled to payment of TTD.

53. The testimony of Claimant and Mr. Kear differs as to recitation of the events surrounding Claimant's employment after he returns to work following his hernia surgery as well as to why he was terminated.

54. Claimant testified to an unhealthy work environment that had tasks he could not do and tasks that were outside of his restrictions.

55. Mr. Kear, on the other hand, testified that Claimant was a valued employee and one who Employer wished to retain.

56. Mr. Kear further testified that he wanted to work with Claimant as to tasks and hours.

57. The two gentlemen present very different pictures of the work environment and the expectations as to performance.

58. In comparing the two, I simply find Mr. Kear's testimony more believable. I am not persuaded that Claimant's situation with Employer was as toxic a scenario as he presents.

59. I am persuaded that if Claimant had not been terminated due to his actions, light duty would have continued to be available to him. This finding is based on Mr. Kear's testimony that had Claimant not been terminated, he would still have a light duty job available with Employer. (T at 91).

60. I am also troubled that Claimant has not applied or in any way sought employment since his termination by this Employer.

61. On the narrow issue of whether benefits were improperly terminated or suspended, the answer is "no". Claimant was not receiving benefits at the time of his termination. Additionally, I cannot find that he is entitled to TTD after his termination for cause.

62. I have taken special care to scrutinize this factual scenario where Claimant was terminated while on light duty, and have also taken into consideration that employers, in general, could have a natural motivation to terminate an employee on light duty to avoid payment of benefits. I find that specifically regarding this case, Employer did not terminate Claimant merely for the purpose of avoiding payment of benefits based on the credible testimony of Douglas Kear that the termination was based on several issues concerning lack of communication and insubordination, and the termination had nothing to do with the fact Claimant had a pending workers' compensation claim.

63. I find the reason Claimant is not working is due to his actions which led to his termination for cause, and not due to his injuries, because but for the termination for cause, Claimant would have continued to work for Employer. This finding is based on the testimony of Douglas Kear and the greater weight of the evidence as a whole.

64. I find entitlement to TTD is premised on the nexus between the work-related injury and the ability to earn wages, and here, there is no nexus between the work-related injury and the ability to earn wages because Claimant's inability to work is due to his own actions which lead to his termination for cause, and but for the termination for cause, light duty work would have continued to be available to Claimant. This finding is based on the testimony of Douglas Kear and the greater weight of the evidence as a whole.

65. I find Claimant's light duty job with Employer was not a "make work" or "sheltered

employment" situation and that the light duty job provided to Claimant was a legitimate job that Employer provided to Claimant within his restrictions. I find Employer clearly offered suitable employment within his restrictions. I base this finding on the testimony of Douglas Kear and the greater weight of the evidence as a whole.

66. Because TTD was not improperly terminated or suspended, the 25% penalty requested by Claimant does not apply and is hereby denied.

67. All other issues are held in abeyance.

CONCLUSIONS OF LAW

The following Conclusions of Law are based upon the foregoing Findings of Fact, the stipulations of the parties, the written evidentiary submission, the Workers' Compensation Commission's file, the South Carolina Workers' Compensation Act, and other applicable law:

1. Parties are subject to and bound by the South Carolina Workers' Compensation Act.
2. Pursuant to S.C. *Code Ann.* § 42-1-160, Claimant sustained a compensable injury by accident to the low back and developed an inguinal hernia arising out of and in the course and scope of his employment with Defendants.
3. Pursuant to S.C. *Code Ann.* § 42-9-260, and *Pollack v. Southern Wine & Spirits of America*, 405 S.C. 9, 747 S.E. 2d 430 (2013), Defendants did not illegally suspend or terminate TTD benefits.
4. Pursuant to S.C. *Code Ann.* § 42-9-260, § 42-9-10, § 42-9-20, and *Pollack v. Southern Wine & Spirits of America*, 405 S.C. 9, 747 S.E. 2d 430 (2013), Claimant is not entitled to back-owed and ongoing temporary benefits following his termination for cause.
5. Pursuant to S.C. *Code Ann.* § 42-9-260, TTD payments may begin when "an employee has

been out of work *due to* a reported work-related injury" Furthermore, per S.C. Code Reg. 67-502(B)(1) disability is defined as the "incapacity *because of injury* to earn wages which the employee was receiving at the time of the injury in the same or any other employment." (*emphasis added*).

6. Pursuant to S.C. Code Ann. § 42-9-260(G), the 25% penalty is not applicable where Defendants did not fail to comply with this section, or alternatively, because Claimant returned to work at a same or similar wage.

III. ISSUES ON APPEAL

1. Whether the Single Commissioner erred as a matter of fact and law in failing to award ongoing temporary partial and temporary total disability compensation.
2. Whether the Single Commissioner erred as a matter of law in failing to follow the binding precedent of *Cranford v. Hutchinson Construction* and *Grayson v. Carter Rhoad Furniture* by failing to award Temporary Partial Disability and Temporary Total Disability to Claimant because his disability was deemed to be ongoing as he had not been released without restrictions.
3. Whether the Single Commissioner erred as a matter of fact and law in finding Claimant was terminated for cause when the alleged misconduct occurred before he was taken out of work for surgery and the termination was a calculated conspiracy to bring him back to work and terminate him to evade payment of Temporary Total Disability.
4. Whether the Single Commissioner erred a matter of fact and law in failing to find Claimant remained disabled when he was under a 5-pound restriction which disqualified him from all employment, such that his inability to work was due to his injury and not

due to the termination of his employment.

IV. DECISION OF THE APPELLATE PANEL

Pursuant to S.C. Code Ann. §42-17-50, we, the Appellate Panel, have reviewed the Decision and Order of the Single Commissioner and weighed the evidence as presented at the initial hearing. We have also considered all issues raised in the respective Appellant and Respondent briefs of the parties, as well as those issues raised at the Full Commission Review Hearing.

After careful review, the Appellate Panel of the South Carolina Workers' Compensation Commission, by unanimous vote, does hereby fully **AFFIRM** the Decision and Order of the Single Commissioner filed on January 31, 2024.

Below are set out the Findings of Fact and Conclusions of Law of the Appellate Panel as to this claim.

FINDINGS OF FACT

1. This is a Form 15, Section III hearing to determine if TTD benefits were properly terminated.
2. Claimant was injured on 07/29/2021 pushing a trash dumpster.
3. Claimant had injuries to lumbar spine as well as an inguinal hernia. Defendants have accepted the claim.
4. Permanency is not before me at this hearing.
5. The matter before the Commission in this hearing is to determine if Claimant's temporary compensation was legally terminated.
6. Claimant is seeking in terms of relief for the Commission to find that Defendants failed to immediately reinstate his TTD immediately after terminating his employment on 01/25/2022.
7. Specifically, Claimant seeks to have TTD paid from 01/25/2022 to present and continuing

until properly stopped by a future order of the Commission.

8. Additionally, Claimant seeks a 25% penalty as set forth in S. C. *Code Ann.* § 42-9-260(G) on top of the past due temporary total.

9. Defendants contend that Claimant was terminated for absences from work as well as lack of communication and insubordination.

10. Defendants argue that since Claimant was terminated for cause, he is not entitled to TTD after his termination. Defendants contend that if they are responsible for any TTD after Claimant's termination, it would be for only a period of 01/25/22 to 03/16/2022.

11. At the hearing, both Claimant and Mr. Dougal Kear who is the general manager of Merrill Gardens testified.

12. Claimant testified that he was hired as the maintenance supervisor to do maintenance and to be over housekeeping.

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15. Claimant was paid TTD when he was taken out of work.

16. Claimant testified that he received a telephone call from Dougal Kear. He further testified that Mr. Kear offered him a position to return to work. (T at 47).

17. Claimant accepted that position. (T at 47).

18. Claimant answered in the affirmative when asked if his restrictions as of 12/13/2021 were pushing or pulling, limit five pounds; lifting and carrying, limit five pounds, no twisting, and no

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29. According to the testimony of Claimant, Mr. Dixon was one of his supervisors and the

"maintenance regional (sic) and he was my trainer." (T at 51).

30. On the day he was fired, Claimant testified that he called Mr. Kear and told him that he was coming to work but he had been sick the night before.

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33. Claimant testified that Mr. Kear asked him to exceed his restrictions.

34. Claimant saw his family doctor, Dr. Mattei, on 02/04/2022. Dr. Mattei wrote Claimant completely out of work.

35. Claimant testified that he has not been back to Dr. Moffat who was the surgeon who performed Claimant's hernia repair. Claimant also testified that Dr. Moffat has set him up for a nerve block.

36. Claimant acknowledged that he had seen Dr. LaMotta on 03/16/2022 where he released Claimant from his care. Dr. LaMotta assigned a 5% whole person rating and a 15-pound lifting restriction.

37. Under future medical care, Dr. LaMotta recommended comprehensive pain management. (APA p.194)

38. Claimant acknowledged that he had not applied for work anywhere because he hasn't been able to work. (T at 65).

39. Dougal Kear testified that he has worked in health care administration for about 17 years. He further testified that about 15 of those years was in general management.

40. Mr. Kear testified that he is the general manager at Merrill Gardens. He was Claimant's direct supervisor.

41. Mr. Kear came to work at Merrill Gardens while Claimant was out of work following hernia surgery.
42. Mr. Kear testified that he called Claimant and told him that Carrier had received paperwork from the orthopedic doctor releasing him to return to work with restrictions. He offered Claimant a light duty job. (T at 78).
43. Claimant returned to light duty work. Mr. Kear testified he never asked Claimant to work outside his restrictions. (T at 79-80, 81).
44. Mr. Kear further testified that he needed Claimant for those tasks that he could complete within his restrictions.
45. Mr. Kear also testified that he never met with Claimant for an hour every morning. Those meetings, however, were only for a few minutes, but a lot of time "he just wouldn't show up in the morning." (T at 83, lines 16- 17).
46. Mr. Kear testified that the housekeepers that he supervised couldn't find him. 'We just didn't know where he was." (T at 83, line 20-22).
47. Mr. Kear testified that Claimant was terminated on January 25, 2022. (T at 84).
48. In addition to not being able to find him, Mr. Kear testified that when he asked Claimant where he went, Claimant responded, "Oh, I had an appointment." (T at 85, lines 22-25).
49. Mr. Kear also testified that Claimant was also not communicating with him or the residents. With the residents, it was about issues in the apartments. With Mr. Kear it was about work tasks. (T at 86).
50. Mr. Kear testified that Claimant's termination had nothing to do with his work-related injuries. (T at 90).
51. Mr. Kear further testified that he believed that he was very clear with Claimant about his

expectations of him.

52. When the evidence is viewed as whole, we find that Claimant was terminated for cause and, as such, is not entitled to payment of TTD.

53. The testimony of Claimant and Mr. Kear differs as to recitation of the events surrounding Claimant's employment after he returns to work following his hernia surgery as well as to why he was terminated.

54. Claimant testified to an unhealthy work environment that had tasks he could not do and tasks that were outside of his restrictions.

55. Mr. Kear, on the other hand, testified that Claimant was a valued employee and one who Employer wished to retain.

56. Mr. Kear further testified that he wanted to work with Claimant as to tasks and hours.

57. The two gentlemen present very different pictures of the work environment and the expectations as to performance.

58. In comparing the two, the Single Commissioner simply found Mr. Kear's testimony more believable. We are not persuaded that Claimant's situation with Employer was as toxic a scenario as he presents.

59. We are persuaded that if Claimant had not been terminated due to his actions, light duty would have continued to be available to him. This finding is based on Mr. Kear's testimony that had Claimant not been terminated, he would still have a light duty job available with Employer. (T at 91).

60. We are also troubled that Claimant has not applied or in any way sought employment since his termination by this Employer.

61. On the narrow issue of whether benefits were improperly terminated or suspended, the

answer is no. Claimant was not receiving benefits at the time of his termination. Additionally, we cannot find that he is entitled to TTD after his termination for cause.

62. We have taken special care to scrutinize this factual scenario where Claimant was terminated while on light duty, and have also taken into consideration that employers, in general, could have a natural motivation to terminate an employee on light duty to avoid payment of benefits. We find that specifically regarding this case, Employer did not terminate Claimant merely for the purpose of avoiding payment of benefits based on the credible testimony of Douglas Kear that the termination was based on several issues concerning lack of communication and insubordination, and the termination had nothing to do with the fact Claimant had a pending workers' compensation claim.

63. We find the reason Claimant is not working is due to his actions which led to his termination for cause, and not due to his injuries, because but for the termination for cause, Claimant would have continued to work for Employer. This finding is based on the testimony of Douglas Kear and the greater weight of the evidence as a whole.

64. We find entitlement to TTD is premised on the nexus between the work-related injury and the ability to earn wages, and here, there is no nexus between the work-related injury and the ability to earn wages because Claimant's inability to work is due to his own actions which lead to his termination for cause, and but for the termination for cause, light duty work would have continued to be available to Claimant. This finding is based on the testimony of Douglas Kear and the greater weight of the evidence as a whole.

65. We find Claimant's light duty job with Employer was not a "make work" or "sheltered employment" situation and that the light duty job provided to Claimant was a legitimate job that Employer provided to Claimant within his restrictions. We find Employer clearly offered suitable

employment within his restrictions. We base this finding on the testimony of Douglas Kear and the greater weight of the evidence as a whole.

66. Because TTD was not improperly terminated or suspended, the 25% penalty requested by Claimant does not apply and is hereby denied.

67. All other issues are held in abeyance.

CONCLUSIONS OF LAW

1. Parties are subject to and bound by the South Carolina Workers' Compensation Act.
2. Pursuant to S.C. *Code Ann.* § 42-1-160, Claimant sustained a compensable injury by accident to the low back and developed an inguinal hernia arising out of and in the course and scope of his employment with Defendants.
3. Pursuant to S.C. *Code Ann.* § 42-9-260, and *Pollack v. Southern Wine & Spirits of America*, 405 S.C. 9, 747 S.E. 2d 430 (2013), Defendants did not illegally suspend or terminate TTD benefits.
4. Pursuant to S.C. *Code Ann.* § 42-9-260, § 42-9-10, § 42-9-20, and *Pollack v. Southern Wine & Spirits of America*, 405 S.C. 9, 747 S.E. 2d 430 (2013), Claimant is not entitled to back-owed and ongoing temporary benefits following his termination for cause.
5. Pursuant to S.C. *Code Ann.* § 42-9-260, TTD payments may begin when "an employee has been out of work *due to* a reported work-related injury" Furthermore, per S.C. *Code Reg.* 67-502(B)(I) disability is defined as the "incapacity *because of injury* to earn wages which the employee was receiving at the time of the injury in the same or any other employment." (*emphasis added*).
6. Pursuant to S.C. *Code Ann.* § 42-9-260(G), the 25% penalty is not applicable where

Defendants did not fail to comply with this section, or alternatively, because Claimant returned to work at a same or similar wage.

ORDER

THEREFORE IT IS HEREBY ORDERED that the Decision and Order of the Single Commissioner filed in the above-captioned matter on January 31, 2024, is fully **AFFIRMED**.

ACCORDINGLY:

IT IS FURTHER ORDERED Claimant sustained a compensable injury to his lumbar spine and developed an inguinal hernia arising out of and in the course and scope of his employment with Employer.

IT IS FURTHER ORDERED Defendants did not improperly stop TTD benefits.

IT IS FURTHER ORDERED Claimant is not entitled to temporary total disability payments from the date of his termination, of January 25, 2022, and ongoing pursuant to S.C. Code Ann. 42-9-260.

IT IS FURTHER ORDERED the 25% penalty pursuant to S.C. Code Ann. 42-9-260 (G) is not applicable and not assessed.

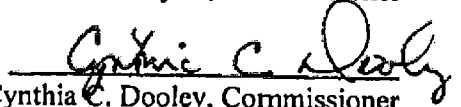
IT IS FURTHER ORDERED all other issues are held in abeyance.

AND SO IT IS ORDERED.

Columbia, SC (date)



Aisha Taylor, Commissioner



Cynthia C. Dooley, Commissioner



Melody L. James, Commissioner

Order Served via email:

R. Mark Davis McAngus Goudelock & Courie mdavis@mgclaw.com	Stephen B. Samuels C. David Beale, Jr. Samuels Reynolds Law Firm stephen@samuelsreynolds.com david@samuelsreynolds.com
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CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

By Eugenia Hollmon on November 1, 2024