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SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION Feb 13 2026

W.C.C. FILE NO: 2111920

S.C. SUPREME COURT

TROY HINSON,  
 Employee,  
  
 Claimant,  
 vs.  
 MERRILL GARDENS, LLC,  
 Employer,  
 AND  
 CHURCH MUTUAL INSURANCE  
 COMPANY, S.I.  
 Carrier,  
  
 Defendants.

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*By Tica Romey at 3:20 pm, Jan 30, 2026*

**SETTLEMENT AGREEMENT AND  
RELEASE**

Troy Hinson "Claimant" alleges to have injured his back, right leg, right lower extremity, left leg, left lower extremity, groin, and abdomen, and developed a hernia, by accident arising out of and in the course of his employment with Merrill Gardens, LLC "Employer" on or about July 29, 2021, when he was allegedly pushing a roll-off dumpster to a ramp.

Claimant's average weekly wage is \$1,200.00; and the compensation rate is \$800.04.

Claimant contends that he sustained an accidental injury arising out of and in the course of employment; that he is in need of additional medical examination and treatment; that he has sustained permanent disability in excess of any ratings by treating physicians; and Defendants

dispute the Claimant's allegations and deny that any benefits are due.

Claimant has been treated and/or evaluated by Concentra Medical Center, who did not rate the Claimant's permanent impairment; who did not rate the Claimant's permanent impairment; Claimant has been treated and/or evaluated by Midlands Orthopaedics & Neurosurgery, who did not rate the Claimant's permanent impairment; Claimant has been treated and/or evaluated by Morrow Urology, who did not rate the Claimant's permanent impairment; Claimant has been treated and/or evaluated by David D. Moffat, M.D., who released the Claimant at maximum medical improvement with no impairment on December 24, 2021 concerning the inguinal hernia; Claimant has been treated and/or evaluated by Ivan E. Lamotta, M.D., who rated the Claimant's permanent impairment at five percent (5%) to the whole person relative to the lumbar spine region (back) on March 16, 2022.

In consideration of the sum of Eighty-Five Thousand Dollars and No Cents (\$85,000.00), Claimant does hereby release and forever discharge Defendants from any and all claims, demands, actions or causes of action under the South Carolina Workers' Compensation Act, on account of any and all injuries, disability, disfigurement, specific loss, death, operations, medical, hospital or like expense, expense reimbursements, mileage reimbursements, out of pocket expenses, 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 Claimant on or about July 29, 2021, and does hereby acknowledge that Defendants have fully, finally and completely paid and discharged all 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,

Claimant in full and final satisfaction of all claims whatsoever as a result of the alleged accident described above and that Defendants shall not be liable for any additional payments whatsoever.

The total amount of the lump sum settlement is \$85,000.00. The settlement shall be allocated as follows:

- A. \$50,662.22 of disability benefits at a rate of \$42.18 per week commencing on December 19, 2025 and continuing thereafter for 1,201.20 weeks which is life expectancy pursuant to § 19-1-150 of the South Carolina Code of Laws and § 42-9-10 of the South Carolina Workers' Compensation Law, as interpreted in the case of *James v. Anne's Inc.*, 390 S.C. 188, 701 S.E.2d 730 (2010), and also under the authority of *Sciarotta v. Bowan*, 837 F.2d 135 (3d Circ. 1989).
- B. \$28,305.00 in attorney's fees and \$6,032.78 in litigation costs paid in a lump sum.

Defendants have paid or have agreed to pay authorized medical expenses through March 16, 2022 incurred as a result of the alleged accident described above, in such amounts as may be approved by the South Carolina Workers' Compensation Commission.

The parties have reasonably and adequately considered the interests of Medicare in reaching this compromise settlement agreement pursuant to 42 CFR §411.46 and §411.47, the Medicare intermediary manual, the Medicare carriers manual, and under the terms of the memorandum to All Associate Regional Administrators from Parashar B. Patel of the Centers for Medicare and Medicaid Services (CMS) dated July 23, 2001, and the subsequent related memoranda issued up to the date of this compromise settlement agreement, including, but not

limited to, the Gerald Walters memorandum dated December 30, 2005, upon which the parties to this agreement expressly rely. Claimant is *not* currently receiving or determined to be eligible to receive Medicare benefits and has *not* applied for Social Security Disability benefits at this time. Claimant is not a Class I beneficiary as Claimant is not 65 years old or older, has not been on Social Security Disability for 24 months or longer, and is not in end stage renal disease.

Furthermore, it is the understanding of the parties that there is *not* a reasonable expectation that Claimant will be eligible to become a Medicare beneficiary within thirty (30) months of the date of this compromise settlement agreement and the total payout under the terms of this compromise settlement agreement will *not* exceed Two Hundred Fifty Thousand and NO/100 Dollars (\$250,000.00). Therefore, Claimant is not a Class II Medicare beneficiary.

Therefore, it is the understanding of the parties, based on the foregoing paragraphs, that it is *not* recommended nor required by Centers for Medicare and Medicaid Services (CMS) that this compromise settlement agreement be approved and/or reviewed by CMS in order to preserve Claimant's eligibility for Medicare coverage, as Claimant is not currently eligible for Medicare and not currently eligible for Social Security Disability benefits and this settlement does not exceed Two Hundred Fifty Thousand and NO/100 Dollars (\$250,000.00), and Claimant has not even in fact applied for Social Security Disability benefits to date. In that regard, the parties have reasonably considered the interest of Medicare in reviewing all medical records related to this matter and have in good faith determined that no allocation is needed and, therefore, propose that no monetary amount of the total settlement be allocated to pay for the anticipated future "qualified" Medicare-covered medical expenses Claimant will incur for treatment of the work injury. None of the parties in this matter, by entering into this compromise settlement

agreement, is attempting to shift to the Federal Government or Medicare the responsibility for paying for medical treatment for these alleged work-related injuries and medical conditions.

Claimant has filed Petition for a Writ of Certiorari to the South Carolina Supreme Court. As a material term of this agreement, Claimant agrees to withdraw his Petition for a Writ of Certiorari to the South Carolina Supreme Court.

Claimant and his attorney represent that Claimant has been fully advised of his rights under the South Carolina Workers' Compensation Act and that they are of the opinion that the proposed settlement is reasonable and fair. Claimant's attorney represents that he has reviewed the settlement and has explained the terms fully to Claimant and Claimant voluntarily and without coercion agreed to the terms.

Claimant hereby relinquishes and releases each and every claim which he or anyone on his behalf now has, or may hereafter have, so that he shall not have any other or future claim or demand of any kind or nature as a result of the alleged accident described above.

The parties are hereby filing this SETTLEMENT AGREEMENT AND RELEASE with the South Carolina Workers' Compensation Commission as required by *S.C. Code Ann.* § 42-9-390.

*Signature Page Follows*

WE CONSENT:


McAngus Goudelock & Courie, L.L.C.



R. Mark Davis  
Attorney for Defendants

Charleston, South Carolina

Date: 12/22/25

  
Troy Hanson  
Claimant  
Stephen B. Samuels, Esquire  
Attorney for Claimant

**South Carolina Workers' Compensation Commission**  
 1333 Main Street, Suite 500  
 P.O. BOX 1715  
 Columbia, SC 29202-1715  
 (803) 737-5723



WCC File #: 211920  
 Carrier File #: 1482850  
 Carrier Code #: \_\_\_\_\_  
 Employer FEIN #: \_\_\_\_\_

Claimant's Name: Troy Hinson Employer's Name: Merrill Gardens LLC  
 Address: 208 Edward View Rd Address: 1938 Fairview Ave E Ste 300  
 City: Columbia State: SC Zip: 29203 City: Seattle State: WA Zip: 98102  
 Home Phone: 803 743 8894 Work Phone: \_\_\_\_\_ Insurance Carrier: Church Mutual Insurance Company S.I.  
 Preparer's Name: Victoria Berndt Law Firm: McAngus Goudelock & Courie LLC Preparer's Phone #: \_\_\_\_\_

| Compensation Paid:                  | Number of Weeks      | From<br>(m/d/yyyy) | To<br>(m/d/yyyy)  | Amount              |
|-------------------------------------|----------------------|--------------------|-------------------|---------------------|
| 1. Number of Weeks T.T.             | <u>4 days</u>        | <u>7/29/2021</u>   | <u>8/1/2021</u>   | \$ <u>457.16</u>    |
| 2. Number of Weeks T.P.             | _____                | _____              | _____             | \$ <u>0.00</u>      |
| 3. Number of Weeks P-P. <u>T.T.</u> | <u>18 wks 3 days</u> | <u>8/13/2021</u>   | <u>12/19/2021</u> | \$ <u>7,200.35</u>  |
| 4. Disfigurement                    | _____                | _____              | _____             | \$ <u>0.00</u>      |
| 5. Agreement and Final Release      | _____                | _____              | _____             | \$ <u>85,000.00</u> |
| <b>Total Compensation Paid</b>      |                      |                    |                   | \$ <u>92,657.51</u> |
| 6. Total Medical Benefits* Paid     | _____                | _____              | _____             | \$ <u>28,146.23</u> |
| 7. Funeral Benefits                 | _____                | _____              | _____             | \$ <u>0.00</u>      |

Case Denied

Date of Injury: 7/29/2021  
 (m/d/yyyy)

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

By: *Troy Hinson*  
 Claimant

By: *[Signature]*  
 Employer's Representative

1-7-26  
 Date  
 (m/d/yyyy)

Print 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 16 days of final payment of compensation. Form 19 must be filed when a claim is denied.