

**RECEIVED**

**Apr 06 2026**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM THE SOUTH CAROLINA  
Workers' Compensation Commission

---

Appellate Case No. 2024-000533  
S.C. W.C.C. File No. 1112328

---

Samuel Rose,

Claimant,

v.

JJS Trucking and Chris Thompson Services (Statutory Employer),

and

Bridgefield Casualty Insurance Co. (Carrier for Statutory Employer)

and

South Carolina Uninsured Employers' Fund, Carriers,

Defendants,

of which Chris Thompson Services and  
Bridgefield Casualty Insurance are the

Appellants,

and South Carolina Uninsured Employers' Fund is the

Respondent.

---

**PETITION FOR REHEARING**

---

CLAWSON and STAUBES, LLC  
Matthew J. Story (#66153)  
126 Seven Farms Drive, Suite 200  
Charleston, South Carolina 29492-8144  
Phone: (843) 577-2026  
Attorney for Respondent  
S.C. Uninsured Employers' Fund

## **PETITION FOR REHEARING**

Pursuant to South Carolina Appellate Court Rules 221 and 240, Respondent South Carolina Uninsured Employers' Fund (UEF), hereby petitions this Court for rehearing following its Opinion dated March 25, 2026 (Unpublished Opinion No. 2026-UP-135). Respondent respectfully shows that this Court has missapprehended controlling statutory requirements, misapplied binding precedent, and overlooked issues of material significance.

### **ARGUMENTS**

#### **I. The Court Misapplied Controlling Precedent Regarding ACORD Form Completeness Requirements**

The Court distinguished Hopper v. Terry Hunt Const., 383 S.C. 310 (2009), on the ground that the present case involves two South Carolina companies operating exclusively in South Carolina, unlike the parties in Hopper, and that the parties herein worked on one project during the entirety of their relationship, whereas the parties in Hopper worked together on multiple projects. The Court concluded that the description of operations and locations section is important when the parties have contracted for multiple jobs or involve out-of-state entities, in order to be certain coverage is in place for the specific project and that coverage extends to South Carolina.

This distinction misapprehends the holding and rationale of Hopper. In Hopper, the Supreme Court held that failure to fill out the entire ACORD Form renders the document incomplete and does not constitute proper documentation. The Court stated that accepting an incomplete ACORD form does not constitute proper documentation. The Supreme Court's holding was not limited to multi-project relationships or out-of-state entities.

The Hopper Court identified specific deficiencies in the ACORD form: no information regarding the coverage that the policy provided, the deductible amount, or the project to which the policy applied, and a blank description of operations and locations section. The Court found these

deficiencies rendered the form incomplete. The Hopper Court did not hold that these deficiencies matter only in multi-project or out-of-state contexts.

The Court of Appeals' opinion creates a new rule not found in Hopper: that ACORD form completeness requirements vary depending on whether the parties have a single-project or multi-project relationship, and whether the parties are in-state or out-of-state entities. This rule lacks support in the statutory text or in Hopper itself.

The Court overlooked that the ACORD form in the present case contains the identical deficiency that rendered the form incomplete in Hopper: a blank description of operations and locations section. The Court's opinion effectively holds that this deficiency is material in some contexts but immaterial in others, based on factors not identified in the statute or in Hopper.

The Court further erred by stating that the ACORD form produced by JJS Trucking, LLC, (hereinafter "JJS") showed all the pertinent information, including the type of coverage, policy limits, and effective dates. This statement overlooks that the form showed binder in place of a policy number. The absence of a policy number is a facial deficiency that should have alerted Chris Thompson Services, LLC (hereinafter "Thompson") that the documentation was incomplete, or preliminary in nature.

## **II. The Court Misapprehended the Statutory Requirement for Documentation Collection Timing Under § 42-1-415(B)**

The Court held that Thompson's verification of coverage at the beginning of the parties' relationship and annually thereafter met the statute's requirement of verification at the time the subcontractor was engaged to perform work. The Court distinguished Hardee v. McDowell, 381 S.C. 445, 673 S.E.2d 813 (S.C. 2009), on the ground that the present case involved one job where JJS transported wood chips from a Summerville lumber mill to a Charleston paper mill daily, and

that JJS performed the same functions at the same two locations during the entirety of the parties' relationship.

This holding misapprehends the statutory requirement and misapplies Hardee. South Carolina Code § 42-1-415(B) requires that documentation of insurance must be collected at the time the contractor or subcontractor is engaged to perform work. In Hardee, the Supreme Court held that the phrase “engaged to perform work” means each time a subcontractor is actually hired to perform work.

The Court's opinion creates a distinction between ongoing relationships and discrete engagements that lacks support in the statutory text or in Hardee. The statute does not distinguish between single-project and multi-project relationships. The statute requires documentation collection at the time the contractor or subcontractor is engaged to perform work, without qualification or exception.

The Court overlooked critical record evidence regarding the nature of the relationship between Thompson and JJS. The record establishes that Thompson paid JJS by the ton to carry each load. The record establishes that no written contract existed between Thompson and JJS. The record establishes that Claimant's trips for JJS varied and that his loads varied each week based on Thompson's needs. This evidence supports the conclusion that each load constituted a separate engagement requiring verification of insurance coverage.

The Court's characterization of the arrangement as one job to transport wood chips from a Summerville lumber mill to a Charleston paper mill daily misapprehends the nature of the relationship. The absence of a written contract defining the terms, duration, and scope of the relationship, combined with payment by the load rather than by salary or ongoing retainer, demonstrates that each load constituted a separate engagement.

The Court's holding effectively creates an exception to the statutory requirement for ongoing relationships involving repetitive tasks at the same locations. This exception lacks statutory support and conflicts with the Supreme Court's holding in Hardee that documentation must be collected each time a subcontractor is actually hired to perform work.

**III. The Court Misapprehended the Statutory Requirement for Documentation Submission Timing Under § 42-1-415(B)**

The Court held that Thompson's submission of the certificate of insurance thirty-four days after Claimant filed his claim constituted timely submission under § 42-1-415(B). The Court reasoned that the statute does not require employers to file the certificate on the same day the employee files a claim, and that requiring same-day filing would create an impossible obstacle because the statute does not require claimants to notify employers when they file claims.

This holding misapprehends the plain language of § 42-1-415(B). The statute provides that documentation of insurance must be turned over to the Commission at the time a claim is filed by the injured employee. The statutory language is unambiguous and mandatory. The phrase at the time a claim is filed establishes a temporal requirement tied to the filing of the claim, not to the employer's receipt of notice.

The Court's interpretation improperly rewrites the statute by inserting a reasonableness standard where none exists. The legislature chose specific, mandatory language requiring submission at the time a claim is filed. The Court's holding that thirty-four days constitutes a reasonable amount of time given the absence of a specific time limit in the statute directly contradicts the temporal requirement the legislature established.

**CONCLUSION**

For the foregoing reasons, the UEF respectfully requests that this Court grant rehearing to reconsider its decision reversing the Workers' Compensation Commission's denial of Appellants' petition to transfer liability to the UEF.

CLAWSON and STAUBES, LLC

s/Matthew J. Story

---

Matthew J. Story  
Bar No.: 66153  
126 Seven Farms Drive, Suite 200  
Charleston, South Carolina 29492-8144  
Phone: (843) 577-2026  
Fax: (843) 722-2867  
Email: matt@cslaw.com  
Attorney for Respondent  
S.C. Uninsured Employers' Fund

April 6, 2026