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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

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Circuit Court Case No. 2008-CP-23-5220

EC COURT OF APPEALS

William G. Ketron, Jr., Employee, Respondent,

vs.

Delta Woodside Industries, Inc., Self-insured
Employer and S.C. Uninsured Employers' Fund, Defendants,

Of Whom S.C. Uninsured Employers' Fund is the, Appellant.

FINAL BRIEF OF RESPONDENT

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vs. .

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and S.C. Uninsured Employers' Fund of whom
S.C. Uninsured Employers' Fund is Appellant.

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STATEMENT OF ISSUES ON APPEAL

- I. Did the Commission err in finding and ruling Delta Woodside failed to acquire necessary workers' compensation coverage for its employees or failed to provide necessary and acceptable surety for its employees?
- II. Does UEF's failure to appeal or argue against other related findings in the Commission's Order, specifically Findings of Fact #37 and #39-42, render moot its arguments against Finding of Fact #38 and essentially end the issue?
- III. Are UEF's arguments concerning Delta Woodside's bankruptcy and Ketron's alleged failure to follow through with his supposed obligations as a creditor in the bankruptcy proceedings properly before this Court for determination?
- IV. Did the Commission correctly determined that Ketron will become a public charge if Delta Woodside does not meet its obligations under the Workers Compensation Act?
- V. Did the Commission correctly determine that UEF should pay benefits pursuant to S.C. Code Ann. § 42-7-200 if Delta Woodside proved unable to provide such benefits?

STATEMENT OF THE CASE

This is an appeal from the Workers' Compensation Commission. By previous Order of the Commission dated July 3, 2003, William G. Ketron, Jr. sustained injuries by accident on August 27, 2001 and September 2, 2001 causing compensable injuries to his back, left hip, and both lower extremities and entitling him to continuing medical and temporary compensation benefits. Defendant Delta Woodside Indus., Inc., which was then self-insured, appealed to the Circuit Court for Greenville County, but on July 22, 2004, the Honorable John C. Few affirmed the Commission's Order in its entirety.

Delta Woodside did not appeal further and began payment of medical and compensation benefits as ordered by the Commission. However, Delta Woodside, who again was a qualified self-insurer at the time of these injuries by accident, then filed for bankruptcy protection¹ and became unable to meet their workers' compensation obligations. As a result of this default, the Workers' Compensation Commission drew down on Delta Woodside's \$750,000.00 surety deposit in order to pay claims. (R. p. 162) Ketron was subsequently given notice that this surety deposit was nearly exhausted, that there were multiple open claims, and that benefits would only be paid until the funds were exhausted. (R. p. 160; see also p. 161)

¹ While the issue is not properly before this Court on appeal, as discussed hereinafter, UEF states repeatedly that Ketron was notified of the bankruptcy proceeding and his right to file a claim therein but that he failed to make such a claim. However, Ketron did not in fact receive notice of the bankruptcy proceeding until the time for filing a Proof of Claim had passed. Ketron had lost his home following this injury by accident and lived for a time at a variety of temporary addresses before finding more permanent arrangements. It was later determined that Delta Woodside served the bankruptcy notice on one of these temporary addresses, long after he had left that address. For some reason, despite knowledge of his attorney's involvement, Delta Woodside did not serve the notice on his attorney. When Ketron discovered that the time for filing had passed, he contacted a bankruptcy attorney but did not have the funds to file a petition to be included in the bankruptcy action.

In response, Ketron requested a hearing with the Commission in order to determine his entitlement to permanent disability benefits and continuing medical benefits before the exhaustion of the surety deposit funds. Due to his need for continuing medical treatment and anticipating that the surety deposit funds would like be exhausted, Ketron joined defendant Uninsured Employers' Fund (hereafter "UEF") as a party contending the UEF is liable to him under the terms of the Workers' Compensation Act if Delta Woodside is unable to meet all of its obligations. Defendant UEF appeared at the hearing and contended that it has no obligation to Ketron under the Act arguing that the date of accident controls and that defendant Delta Woodside was acting as a qualified self-insurer at the time of these injuries by accident. Of note, UEF made no mention of Delta Woodside's bankruptcy at the hearing. (R. p. 86, line 7-p. 98, line25)

By Order dated December 14, 2007, the Hearing Commissioner found Ketron is entitled to permanent total disability benefits, including lifetime causally-related medical treatment. The Commissioner also found that Delta Woodside failed to acquire necessary workers' compensation coverage for its employees, in that it defaulted on its obligations and its surety deposit proved insufficient, and that as of February 28, 2007, it was operating without insurance or as an unqualified self-insurer within the meaning of the Act. The Commissioner directed that Delta Woodside pay such permanent total disability benefits to Ketron; however, if defendant Delta Woodside proved unable to provide such benefits, the Commissioner determined that UEF shall pay the benefits pursuant to S.C. Code Ann. §42-7-200. (first supp. R. pp. 2-25)

UEF appealed this Order to the Full Commission Panel contending primarily that the Commissioner erred in finding that it should pay benefits pursuant to S.C. Code Ann. § 42-7-

200 if defendant Delta Woodside proved unable to provide such benefits. Defendant UEF did not challenge the Commissioner's findings concerning Ketron's entitlement to permanent total disability. Of significant note, UEF did not allege any point of error involving Delta Woodside's bankruptcy or Ketron's lack of involvement in such proceedings. (first supp. R. p. 28) Delta Woodside did not appeal. By Order dated June 4, 2008, the Commission's Appellate Panel affirmed and adopted the Hearing Commissioner's Order without change. (R. pp. 44-62)

UEF then appealed to the Circuit Court for Greenville County contending the Commission erred in finding and ruling that Delta Woodside failed to acquire necessary coverage or to provide necessary and acceptable surety for its employees (specifically Finding of Fact #38 of the Hearing Commissioner's Order, see first supp. R. pp. 18-19), in finding and ruling that Delta Woodside became an unqualified self-insurer (Finding of Fact #42, see first supp. R. p. 19), in finding and ruling Ketron will become a public charge if Delta Woodside is unable to meet its obligations (Ruling of Law #18, see first supp. R. p. 23-24), and in finding and ruling that UEF shall pay benefits to Ketron if Delta Woodside is unable to do so (Ruling of Law #19, see first supp. R. p. 24). Of note, UEF did not allege any point of error involving Delta Woodside's bankruptcy or Ketron's lack of involvement in such proceedings. (second supp. R. pp. 2-5)

By Order dated October 12, 2009, the Honorable Edward W. Miller affirmed the Commission's Order determining that the challenged findings were supported by substantial evidence and not affected by error of law. Furthermore, Judge Miller rejected UEF's bankruptcy arguments finding that those issues were not raised to the Commission below and were not appealed to the Full Commission Panel. He sustained Ketron's objection to the

bankruptcy-related documents on which UEF based its arguments determined that the documents were not a part of the record and cannot be considered on appeal. (R. pp. 63-72)

UEF now appeals to this Court.

ARGUMENTS

In Brown v. Greenwood Mills, Inc., this Court explained at length the standard of review in workers' compensation cases.

The South Carolina Administrative Procedures Act (“APA”) establishes the standard for judicial review of decisions of the workers' compensation commission. A reviewing court may reverse or modify a decision of an agency if the findings, inferences, conclusions, or decisions of that agency are “clearly erroneous in view of the reliable, probative and substantial evidence on the whole record.” Under the scope of review established in the APA, this Court may not substitute its judgment for that of the appellate panel as to the weight of the evidence on questions of fact, but may reverse where the decision is affected by an error of law.

The substantial evidence rule of the APA governs the standard of review in a workers' compensation decision. Pursuant to the APA, this Court's review is limited to deciding whether the appellate panel's decision is unsupported by substantial evidence or is controlled by some error of law. Substantial evidence is not a mere scintilla of evidence, nor the evidence viewed blindly from one side of the case, but is evidence which, considering the record as a whole, would allow reasonable minds to reach the conclusion the administrative agency reached in order to justify its action.

The appellate panel is the ultimate fact finder in workers' compensation cases and is not bound by the single commissioner's findings of fact. The final determination of witness credibility and the weight to be accorded evidence is reserved to the appellate panel. The possibility of drawing two inconsistent conclusions from the evidence does not prevent an administrative agency's findings from being supported by substantial evidence. Where there are conflicts in the evidence over a factual issue, the findings of the appellate panel are conclusive.

The findings of an administrative agency are presumed correct and will be set aside only if unsupported by substantial evidence. It is not within our province to reverse findings of the appellate panel which are supported by substantial evidence.

Brown v. Greenwood Mills, Inc., 366 S.C. 379, 391-93, 622 S.E.2d 546, 553-54
(Ct.App.2005)(citations omitted).

- I. **The Commission correctly determined that Delta Woodside failed to acquire necessary workers' compensation coverage or to provide necessary and acceptable surety for its employees.** (response to UEF's arguments I and II)

A review of the circumstances of this claim in light of relevant statutory law shows that the Commission correctly determined that Delta Woodside failed to acquire necessary workers' compensation coverage for its employees or failed to provide necessary and acceptable surety for its employees.

This is a challenge to the Commission's Finding of Fact #38. In reviewing this finding, it is important to note that UEF has not appealed or argued against other related findings in the Commission's Order, specifically Findings of Fact #37 and #39-42. (see Form 30, first supp. R. p. 28; see also Notice of Appeal, second supp. R. pp. 2-5) Those findings are as follows:

37. Due to bankruptcy, defendant Delta Woodside defaulted on its responsibilities to pay its self-insured workers' compensation liabilities on February 27, 2007, and on that date, the Commission's Self-Insurance Division drew down on the company's surety deposit of \$750,000.00 to pay the open claims; however, because defendant Delta Woodside intentionally under-reserved their open claims and failed to comply with a July 19, 2006 request from the Self-Insurance Division for a surety increase, the surety held by the Commission is insufficient to meet all of defendant Delta

Woodside's workers' compensation claim liabilities. . . .

39. As of February 28, 2007, defendant Delta Woodside was operating without insurance or as an unqualified self-insurer within the meaning of the Act. . . .
40. The purpose of the statutory section creating the Uninsured Employers' Fund is to insure payment of workers' compensation benefits to injured employees whose employers have failed to acquire necessary coverage for employees.
41. Pursuant to the Act, a tax is levied on self-insured employers in order to establish and maintain the Uninsured Employers' Fund.
42. While defendant Delta Woodside was operating as a qualified self-insurer on the dates of accident in these claims, defendant Delta Woodside failed to maintain such coverage as required by the Act in that they failed to provide acceptable security and became an unqualified self-insurer within the meaning of the Act.

(first supp R. pp. 18-19) Defendants' failure to appeal these findings to the Full Commission Panel, to the Circuit Court, and to this Court is abandonment of those issues. Kiawah Resort Assoc. v. S.C. Tax Comm'n, 318 S.C. 502, 458 S.E.2d 542 (1995); Reese v. CCI Constr. Co., 334 S.C. 600, 514 S.E.2d 144 (Ct.App.1999). See also Ham v. Mullins Lumber Co., 193 S.C. 66, 7 S.E.2d 712 (1940)(appeal is limited to consideration of the issues contained in the appellate exceptions by the parties and that all other findings of the Hearing Commissioner are final and not subject to review or reversal). The fact that these related findings are final and not before this Court on appeal significantly renders moot UEF's arguments against Finding of Fact #38 and is essentially an end to this issue.

Furthermore, Finding of Fact #38 is supported by substantial evidence on the record. This includes a letter from W.C. Smith of the Commission stating that defendant Delta

Woodside defaulted on its responsibilities to pay its claims on February 27, 2007 and under-reserved their surety causing it to be insufficient to meet its workers' compensation liabilities. (See R. p. 162) Also, a letter from Hewitt Coleman, the company hired to administrate disbursement of the surety bond, states that Delta Woodside is in bankruptcy and no longer able to meet its obligations. (R. p. 160; see also p. 161) Such circumstances directly violate the mandate of S.C. Code Ann. §§ 42-5-10 and 42-5-20, which state that every employer who accepts the compensation provisions shall secure the payment of compensation to his employees in the manner provided in the Act and that self-insurers shall deposit an acceptable security, indemnity, or bond to secure the payment of compensation liabilities.

UEF argues that the relevant time period for the determination of whether an employer is operating without coverage or as an unqualified self-insurer can only be the date of accident. It makes this argument based on the phrase "when an employee makes a claim for benefits" in S.C. Code Ann. § 42-7-200(A). However, there is no support in the Act for this argument, as the word "claim" is not so defined in the Act. In fact, the word is not defined in the Act at all.

Ketron here made a claim for benefits under the Act on July 19, 2007 when he filed a Form 50 requesting a hearing and contending that he is entitled to permanent total disability benefits. Such claim made by way of the Form 50 on July 19, 2007 clearly satisfies the requirements of § 42-7-200(A), and as shown above, Delta Woodside had defaulted on its obligations in February 2007 and was thereafter operating without insurance or as an unqualified self-insurer. To find otherwise would leave claimant without coverage for his injuries, an interpretation of this section that cannot have been intended by the General Assembly. See Smith v. Southern Builders, 202 S.C. 88, 24 S.E.2d 109 (1943)(purpose of the

Act is to place upon the employer, and not the injured worker, the economic burden of the casualties of doing business); Anderson v. Baptist Medical Ctr., 343 S.C. 487, 541 S.E.2d 526 (2001)(Act must be given liberal construction in furtherance of the purposes for which it was designed); Ham v. Mullins Lumber Co., 193 S.C. 66, 7 S.E.2d 712 (1940)(reasonable doubts regarding construction must be resolved in favor of claimant). See also Hamm v. South Carolina Public Serv. Comm'n, 287 S.C. 180, 336 S.E.2d 470 (1985)(interpretation of a term set forth in a statute should support the statute and should not lead to an absurd result); South Carolina Coastal Council v. South Carolina State Ethics Comm'n, 306 S.C. 41, 410 S.E.2d 245 (1991)(in interpreting a statute, one does not look merely at a particular clause in which a word may be used, but rather looks at the word and its meaning in conjunction with the purpose of the whole statute, and in light of the object and policy of the law).

The Commission's determination that Delta Woodside failed to acquire necessary workers' compensation coverage or to provide necessary and acceptable surety and was operating without insurance or as an unqualified self-insurer within the meaning of the Act as of February 28, 2007 is supported by substantial evidence on the record and is not affected by any error of law. Furthermore, UEF failed to appeal the Commission's Findings of Fact #37 and #39-42, which renders their arguments moot and is essentially an end to this issue. The Commission's Order should be affirmed by this Court.

II. UEF's arguments concerning Delta Woodside's bankruptcy and Ketron's alleged failure to follow through with his supposed obligations as a creditor in the bankruptcy proceedings are not properly before this Court for determination.

UEF argues extensively to this Court concerning Delta Woodside's bankruptcy and Ketron's alleged failure to file a claim in the bankruptcy proceeding. However, UEF did not raise this argument before the Hearing Commissioner, though given extensive opportunity to raise any and all issues. (R. p. 86, line 7-p. 98, line 25) The issue does not appear in UEF's pre-hearing brief to the Hearing Commissioner. (R. p. 82) The Commissioner did not mention the issue in his Order. (first supp R. pp. 2-25) Furthermore, UEF did not mention the issue in their appeal to the Full Commission Panel. (first supp. R. p. 28) Defendants' failure to mention the issue in their Form 30 appeal to the Commission's Appellate Panel is abandonment of the issue. Roche v. S.C. Alcoholic Beverage Control Comm'n, 263 S.C. 451, 211 S.E.2d 243 (1975)(the purpose of an appeal is to determine whether the trial judge erroneously acted or failed to act and where the appellant's contentions are not presented or passed on by the trial judge, such contentions will not be considered on appeal). See also Reese v. CCI Constr. Co., 334 S.C. 600, 514 S.E.2d 144 (Ct.App.1999); Kiawah Resort Assoc. v. S.C. Tax Comm'n, 318 S.C. 502, 458 S.E.2d 542 (1995); Frier v. South Carolina Penitentiary, 216 S.C. 84, 56 S.E.2d 752 (1949).

UEF also did not mention the issue in their notice of appeal to the Circuit Court. (second supp. R. pp. 2-5) Nevertheless, UEF argued the issue in their brief to the Circuit Court and attached documents from the bankruptcy action to their brief. Ketron objected to those documents arguing that they were not presented to the Commission and were not a part of the record. Judge Miller found that the issue was not before him, since it has not been

raised to the Commission, and further sustained Ketron's objection to the documents finding that they were not a part of the record on appeal.

Of note, UEF did not challenge Judge Miller's determination concerning the bankruptcy issue and the bankruptcy-related documents in its appeal to this Court.

UEF did not raise the bankruptcy issue to the Commission, did not appeal the issue to the Circuit Court, and did not challenge to this Court Judge Miller's determinations that the issue was not before him on appeal and that the bankruptcy-related documents were not a part of the record. This issue has been thoroughly abandoned by UEF and should not be considered by this Court in any manner.

III. The Commission correctly determined that Ketron will become a public charge if Delta Woodside does not meet its obligations under the Workers Compensation Act.

A review of the evidence on the record in this claim shows that the Commission correctly determined that Ketron will become a public charge if Delta Woodside does not meet its obligations under the Workers Compensation Act.

Before the Hearing Commissioner, Ketron testified that he feels abandoned by Delta Woodside and has had to rely on treatment and assistance from the Veterans' Administration for things such as his walker since Delta Woodside has not provided such assistance. (R. p. 107, line 8-first supp. R. p. 30, line 3) He also stated that he needs a lump-sum payment of his award in order to obtain stable housing, as he was at that time living in a temporary shelter. Ketron stated that he is eligible for and is receiving Social Security retirement benefits, and he is eligible for Medicare benefits. (R. p. 104)

It is therefore obvious that Ketron is in a desperate situation. At the time of the hearing, he was not able to put a roof over his head and was having to rely on a charity for shelter. The workers' compensation carrier had also not been providing him with medical assistance, and he was forced to look to the Veterans' Administration for such assistance. If Delta Woodside is now unable to provide the benefits that the Commission has ordered, Ketron will be forced to continue to rely on various charities and the federal government, through the Veterans' Administration and Medicare, for assistance and his medical needs and supplies.

It is simply contrary to the purposes of the Act to force claimant to rely on the federal government or the public at large for his compensation and medical needs, as the Act places such responsibility on the employer and provides that the Uninsured Employers' Fund is to stand in the employer's place if the employer is unable to meet its obligations. See Case v. Hermitage Cotton Mills, 236 S.C. 515, 115 S.E.2d 57 (1960)(purpose of the Act is to compensate worker for his loss of earnings because of injury and to enable the worker to live without being a burden to others, to aid in preventing the worker from becoming a public charge); Smith v. Southern Builders, 202 S.C. 88, 24 S.E.2d 109 (1943)(purpose of the Act is to place upon the employer, and not the injured worker, the economic burden of the casualties of doing business).

The Commission correctly determined that Ketron will become a public charge if Delta Woodside does not meet its obligations under the Workers Compensation Act, as such is fully supported by evidence on the record and related case law.

IV. The Commission correctly determined that UEF should pay benefits pursuant to S.C. Code Ann. § 42-7-200 if defendant Delta Woodside proved unable to provide such benefits.

Based on the foregoing and the evidence and related case and statutory law, it is apparent that the Commission correctly determined that UEF should pay benefits pursuant to S.C. Code Ann. § 42-7-200 if Delta Woodside proved unable to provide such benefits.

Section 42-7-200(A) provides for the establishment of the Uninsured Employers' Fund and specifically states that the Fund's purpose is to

ensure payment of workers' compensation benefits to injured employees whose employers have failed to acquire necessary coverage for employees.

S.C. Code Ann. § 42-7-200(A)(2001). The code section goes on to mandate that the Fund pay benefits under the Act when the Commission determines that an employer is subject to the Act and is operating as an unqualified self-insurer. Such has occurred in this case.

Based on the evidence, and S.C. Code Ann. §§ 42-5-10, et seq., and 42-7-200, the Commission determined that Delta Woodside failed to acquire necessary coverage, or to provide necessary surety, for its employees and was thus operating without insurance or as an unqualified self-insurer within the meaning of the Act, as it defaulted on its responsibilities to pay its self-insured workers' compensation liabilities on February 27, 2007 and under-reserved its surety leaving it unable to meet all of its workers' compensation claim liabilities in violation of the Act. (See Findings of Fact #37-39 and Rulings of Law #15-16) It also found that the purpose of the statutory section creating the Uninsured Employers' Fund is to insure payment of workers' compensation benefits to injured employees whose employers have failed to acquire necessary coverage for employees and

that

[i]f defendant Delta Woodside does not or cannot meet its obligations to claimant under the Act and defendant Uninsured Employers' Fund is not made to pay the obligation to claimant as provided in the Act, claimant will become a public charge dependent on Medicare, the Veterans' Administration, and other sources for compensation and medical care that is the responsibility of his employer, and such is directly contrary to the purposes of the Workers' Compensation Act.

(See Findings of Fact #40,43 and Rulings of Law #17,18) Therefore, under the above cited code section, the Commission determined that "if defendant Delta Woodside is unable to meet all of its obligation to claimant as provided in this Order, defendant Uninsured Employers' Fund shall pay the claim pursuant to this Order." (See Finding of Fact #44 and Ruling of Law #19)

This decision is consistent with the Act, and it is also consistent with an Attorney General's Opinion cited by defendant UEF to the Circuit Court. While certainly not dispositive, this Attorney General's opinion lends further support to the Commission's decision. On October 25, 1990, the Office of the Attorney General issued an opinion in response to the following question:

Should claims against qualified self-insurers who become bankrupt be paid by the Uninsured Employers' Fund?

Op.Atty.Gen., 1990 WL 599328 (dated October 25, 1990). The Attorney General fully analyzed the construction of the code sections involved and the intent of the General Assembly in enacting and amending the code sections and reasoned that

if an employer has failed to deposit adequate security and has become insolvent, that employer has “failed to acquire necessary coverage for employees”; however, it is unclear as to whether or not that employer is an “an unqualified self-insurer.” Section 42-5-20 requires a self-insurer to deposit “an acceptable security, indemnity or bond to secure the payment of the compensation liabilities as they are incurred.” **If a self-insurer's security is not sufficient to pay all of its claims, it seems reasonable that one could conclude that the security was not acceptable. To conclude otherwise would result in injured employees being unjustly denied workers' compensation benefits.** However Act No. 589 of 1990 provides that the State Workers' Compensation Commission determine whether the employer is subject to Title 42 and is operating as an unqualified self-insurer. Therefore, the decision as to whether or not a self-insurer has deposited an acceptable security, indemnity or bond lies with the State Workers' Compensation Commission.

The Attorney General went on to conclude that

If the State Workers' Compensation Commission should determine that a bankrupt self-insurer has not deposited an acceptable security, indemnity or bond, that self-insurer would be considered unqualified and claims should be paid by the Fund. This is consistent with Section (C) of 1990 Act No. 589 which requires that funds be earmarked from collections of the tax on self-insured persons in order to establish and maintain the [Uninsured Employers' Fund].

As stated above, the Commission's decision is fully supported by the evidence and the statutory and case law - including the stated purposes of the Act - and should be affirmed in its entirety.

CONCLUSION

It is, therefore, respectfully submitted that the Commission correctly determined based on the evidence and the statutory and case law that Delta Woodside was operating without insurance and in violation of the Act, and that as of February 28, 2007, defendant Delta Woodside was operating without insurance or as an unqualified self-insurer within the meaning of the Act. The Commission also correctly determined that Ketron will become a public charge if Delta Woodside does not meet its obligations under the Workers Compensation Act. Based on these findings and the supporting evidence and workers' compensation law, the Commission properly determined that Uninsured Employers' Fund should pay benefits to claimant pursuant to S.C. Code Ann. § 42-7-200 if Delta Woodside proves unable to provide such benefits.

Furthermore, UEF failed to appeal the Commission's Findings of Fact #37 and #39-42, which renders moot their arguments that the Commission erred in finding that Delta Woodside was operating without insurance and in violation of the Act and is essentially an end to this issue.

Also, UEF did not raise their bankruptcy issue to the Commission, did not appeal the issue to the Circuit Court, and did not challenge to this Court Judge Miller's determinations that the issue was not before him on appeal and that the bankruptcy-related documents were not a part of the record. As such, this issue has been thoroughly abandoned by UEF and is not before this Court on appeal.

All of the Commission's findings are correct, are supported by substantial evidence on the record, are not affected by any error of law, and should be affirmed by this Court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kathryn Williams', written over a horizontal line.

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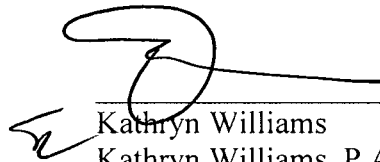
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CERTIFICATE OF COUNSEL

The undersigned certifies that this Final Brief complies with Rule 211(b), SCACR.



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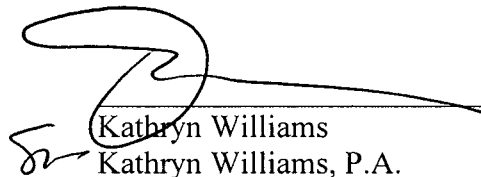
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CERTIFICATE OF COUNSEL

The undersigned certifies that this Final Brief complies with the Supreme Court's August 13, 2007 Order concerning personal date identifiers and other sensitive information.



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Attorney for Respondent

Date: 11/1/11

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

NOV 03 2011

Edward W. Miller, Circuit Court Judge

SC Court of Appeals

Circuit Court Case No. 2008-CP-23-5220

William G. Ketron, Jr., Employee, Respondent,

vs.

Delta Woodside Indus., Inc., Self-insured Employer
and S.C. Uninsured Employers' Fund of whom
S.C. Uninsured Employers' Fund is Appellant.

CERTIFICATE OF SERVICE

This is to certify that the undersigned did cause the **FINAL BRIEF OF RESPONDENT** to be served upon the Appellant by mailing a copy of same to their attorney of record at the address shown below by U.S. Mail, proper postage prepaid, on the 1st day of Nov., 2011.

Timothy B. Killen, Esq.
Lisa C. Glover, Esq.
S.C. Uninsured Employers' Fund
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