

TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

CHARLESTON
COLUMBIA
FLORENCE
GREENVILLE
MYRTLE BEACH

December 5, 2013

Vernon F. Dunbar
Attorney

VDunbar@TurnerPadget.com
Direct Dial: (864) 552-4601

The Honorable Jenny Abbott Kitchings
Clerk of Court - South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: Gary Jeter, Jr. v. All My Sons Moving & Storage
WCC File No.: 1113278
Appellate Case No.: 2013-00764 and 2013-000599

Dear Ms. Kitchings:

Pursuant to our conversation, I am writing to advise you that the settlement in the above referenced matter has been approved by the South Carolina Workers' Compensation Commission. Thus, this matter can be permanently stricken from the Court's docket.

I am enclosing a copy of the approved Settlement Agreement and Release in the event that the Court needs such for its records.

With kind and warm regards, I am

Very truly yours,

TURNER PADGET GRAHAM & LANEY P.A.


Vernon F. Dunbar

VFD/jsm
Enclosure

cc: Ms. Vanessa Colon **SENT VIA EMAIL**
Mr. Mark Hicks **SENT VIA EMAIL**

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DEC 09 2013 GL 5475324v1

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200 East Broad Street • Suite 250 (29601) • PO Box 1509 • Greenville, SC 29602
Phone (864) 552-4600 • Fax (864) 552-4620 • turnerpadget.com

SC Court of Appeals

South Carolina Workers' Compensation Commission
 1612 Marion St.
 P.O. BOX 1715
 Columbia, SC 29202-1715
 (803) 737-5723



WCC File #: **Appellate Case No.: 2013-000599**

Carrier File #: **11D48C129661**

Carrier Code #:

Employer FEIN #:

Claimant's Name: Gary Jeter, Jr. SSN: 249-53-0447 Employer's Name: All My Sons Moving & Storage
 Address: 205-A Donaldson Road Address: c/o Strategic Outsourcing, Post Office Box 241448 28224
 City: Greenville State: SC Zip: 29605 City: Charlotte State: NC Zip: 1448
 Home Phone: (864) 855-9941 Work Phone: _____ Insurance Carrier: Hartford Insurance Co. of the Midwest
 Preparer's Name: Vernon F. Dunbar, Esquire Law Firm: Turner Padgett Graham & Laney P.A. Preparer's Phone #: (864) 552-4601

Compensation Paid:	Number of Weeks	From	To	Amount
1. Number of Weeks T.T.	_____	_____	_____	\$ 00.00
2. Number of Weeks T.P.	_____	_____	_____	\$ 00.00
3. Number of Weeks P.P.	_____	_____	_____	\$ 00.00
4. Disfigurement	_____	_____	_____	\$ 00.00
5. Agreement and Final Release	_____	Clinger		\$ 12,500.00
Total Compensation Paid				\$ 12,500.00
6. Total Medical Benefits* Paid	_____	_____	_____	\$ 00.00
7. Funeral Benefits	_____	_____	_____	\$ 00.00

Case Denied

Date of Injury: 9/23/2011

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

By: [Signature]
 Claimant

By: [Signature]
 Employer's Representative

11-11-13
 Date

Print or type the name of the person, other than the claimant, receiving benefits and sign below.

By: [Signature]

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	_____	\$ _____

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SO ORDER OF Appeals

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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.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NO: 1113278

Gary Jeter, Jr.,
Employee,
Claimant,
vs.
All My Sons Moving & Storage, Inc.,
Employer,
AND
Hartford Insurance Co. of the Midwest
or The Hartford, ULLICO Casualty
Company and The South Carolina
Property & Casualty Insurance
Guaranty Association,
Carriers,
Defendants.

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SETTLEMENT

NOV 25 2013

Division of Claims
SC Workers' Comp. Comm.

**DENIED AND DISPUTED
SETTLEMENT AGREEMENT
AND RELEASE
AND ORDER**

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DEC 09 2013

SC Court of Appeal

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10973.105

WHEREAS, the undersigned, Gary Jeter, Jr., hereinafter referred to as Claimant, allegedly sustained compensable injuries to his neck, back, left and right shoulders, left arm, left hand and left and right fingers on Or about September 23, 2011, after being grabbed by the neck by his employer and owner of All My Sons Moving & Storage, Inc. [hereinafter "All My Sons Moving"]. Claimant further alleges that as a result of injuries to his neck, he experiences headaches.

After Claimant's alleged injury on September 23, 2011, he worked the remainder of the day and worked the next day, Saturday, September 24, 2011, wherein he

performed his job duties of moving furniture. On September 26, 2011, Claimant sought medical treatment at the Greenville Hospital System and specifically was treated by Dr. Christina Jean Bertolami. Dr. Bertolami diagnosed Claimant with a neck sprain and noted Claimant had complained of left arm pain. Dr. Bertolami released Claimant to return to work.

On October 9, 2011, Claimant returned to Greenville Hospital System for additional medical treatment. Dr. Richard Thomas Mills treated Claimant's complaints and again diagnosed a neck sprain. On November 16, 2011, Joyce Cook, a nurse practitioner, provided Claimant with treatment for ongoing problems associated with the neck strain. During this visit, Claimant complained of low back pain and radicular pain into the left arm and left thumb. During Claimant's receipt of medical treatment at Greenville Hospital System, he underwent several diagnostic tests which consisted of CT scans and MRIs. The diagnostic tests results were normal, but revealed osteophyte formation, mild multilevel degenerative disc disease and spondylitic changes without evidence of neural impingement.

Claimant's alleged injuries were denied as being compensable. Accordingly, All My Sons Moving and Hartford Insurance Company of the Midwest ("The Hartford") (hereinafter "the Employer and Carrier" or "Defendants") denied Claimant was entitled to payment of temporary total disability compensation benefits and medical benefits.

An adjudicatory hearing was held on the merits regarding the compensability of Claimant's claim and his entitlement to benefits. By Order dated August 21, 2012, the

Hearing Commissioner deemed the claim compensable and ordered the payment of temporary total disability compensation benefits and further medical treatment. The Employer and Carrier appealed the Hearing Commissioner's Decision to the Full Commission and then to the South Carolina Court of Appeals.

Additionally, the issues of jurisdiction and the proper Employer and Carrier were raised as defenses to Claimant's allegations. In particular, The Hartford insured Strategic Outsourcing, Inc. (hereinafter "SOI"), a Professional Employer Organization. SOI denied Claimant was its employee, but rather Claimant was an employee of All My Sons Moving who was then insured by ULLICO Casualty Company at the time of the alleged accidental injury. A Motion was filed by The Hartford seeking to add ULLICO as a party Defendant because ULLICO insured All My Sons Moving at the time of Claimant's alleged accidental injury.

By Order dated June 1, 2012, the Hearing Commissioner denied The Hartford's Motion and determined while Claimant was not an employee of SOI, The Hartford was still the responsible carrier as opposed to ULLICO Casualty Company.

The Hearing Commissioner's Decision was appealed by The Hartford to the Full Commission Appellate Panel, which affirmed the Hearing Commissioner's Decision. Thereafter, The Hartford appealed the Commission's Decision to the Court of Appeals.

After filing an appeal to the Court of Appeals, ULLICO was declared insolvent. To this end, the South Carolina Property and Casualty Insurance Guaranty Association ("Guaranty Association") assumed responsibility for defending the allegations raised in the

appeal; and for payment benefits if the claim was ultimately deemed compensable and ULLICO Casualty Company was determined to be the proper insurance carrier.

WHEREAS, Hartford Insurance Company of the Midwest and/or The Hartford hereinafter referred to as Carrier, is the Insurance Carrier for SOI. ULLICO Casualty Company and The Guaranty Association, are the alleged carrier(s) for All My Sons Moving; and

WHEREAS, the average weekly wage is \$242.82 and the compensation rate is \$161.96; and

WHEREAS, all parties are operating under and are subject to the provisions of the South Carolina Workers' Compensation Act; and

WHEREAS, Claimant contends he has sustained compensable injuries to the aforesaid body parts, including disabling headaches; that he is entitled to payment of temporary total compensation benefits and payment of permanent partial disability benefits; and that he is entitled to additional medical treatment; and that he has suffered wage loss and/or permanent disability. The Employers and Carriers collectively deny Claimant has suffered a compensable work related injury, suffered wage loss or is temporarily and permanently disabled.

WHEREAS, there is a bona fide dispute between Claimant and the Employers and Carriers, collectively, as set forth above; and

WHEREAS, on account of the doubts that exist as to what benefits, if any, Claimant would be adjudged to be entitled to recover under the Workers' Compensation Act, Claimant and the Employer and Carrier, collectively, or as designated above, on a doubtful, disputed and controverted basis, with the approval of the South Carolina Workers' Compensation Commission, have deemed it advisable, proper and in the best interests of all parties to compromise and settle all possible liabilities and controversies between them, now and in the future. It is also the express intent of the parties to fully and finally end not only the aforementioned claims, but also any and all worker's compensation claims that the Claimant may have had as a result of his employment with All My Sons Moving & Storage, Inc. The basis of such settlement being as follows:

WHEREAS, by virtue of consideration and for the total payment of Twenty Thousand and 00/100 (\$20,000.00) Dollars on a controverted, doubtful and disputed basis, the undersigned Gary Jeter, Jr., does hereby release and forever discharge All My Sons Moving, Strategic Outsourcing, Inc. ("SOI"), and The Hartford, ULLICO Casualty Company and The South Carolina Property and Casualty Guaranty Association and all predecessors, successors, assigns, parent companies, subsidiaries and/or related companies from any and all indemnity claims, demands, actions or causes of action under the South Carolina Worker's Compensation Act, and otherwise on account of any and all injuries, disability, disfigurement, specific loss, mental/psychological injuries, depression, death, operations, past medical, hospital or like expense, aggravations, ailments, illnesses, and diseases or other damages, consequences or results, past, present or future in any way connected with, or arising from the injuries sustained by

Claimant on or about September 23, 2011, as well as any and all other injuries by accident sustained by Claimant during his employment tenure.

Claimant does hereby acknowledge that SOI, All My Sons Moving, and The Hartford Insurance Company of the Midwest have fully, finally and completely paid and discharged all obligations, liabilities and responsibilities under the South Carolina Workers' Compensation Act in consideration and exchange for the sum of Twelve Thousand Five Hundred (\$12,500.00) and 00/100 Dollars.

Claimant further acknowledges that All My Sons Moving, ULLICO Casualty Company and The South Carolina Property and Casualty Guaranty Association have fully, finally and completely paid and discharged all indemnity obligations, liabilities and responsibilities under the South Carolina Worker's Compensation Act in consideration and exchange for the sum of Seven Thousand Five Hundred (\$7,500.00).

Harford Insurance Company of the Midwest, The Harford, SOI, All My Sons Moving & Storage, Inc., ULLICO Casualty Company and The South Carolina Property & Casualty Insurance Guaranty Association, release each other from any and all claims that have been asserted, or could be asserted, as a result of this claim, including claims for contribution, attorney fees, indemnification, or otherwise. The consideration paid by the parties as set forth above is also consideration for the waiver of any claims the parties may have against each other. This is a global release of claims arising out of this alleged workers compensation injury, and the defendants' intent is to buy their peace among each other as well as with the claimant.

The total sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars paid by the aforesaid parties herein paid to and received by the undersigned Gary Jeter, Jr. satisfaction of all claims whatsoever and that the Employers and Carriers collectively shall not henceforth be liable for indemnity or medical payments of any amount whatsoever; and

WHEREAS, Claimant certifies that he has not applied for Social Security disability benefits nor is he receiving Social Security disability benefits, Medicare or Medicaid benefits. There is no expectation Claimant will be the recipient of Social Security disability benefits or Medicare benefits within thirty (30) months. Consequently, there is no requirement that a Medicare Set Aside Custodial Fund be established to resolve claims for past due and future medical benefits since the settlement does not meet the current criteria for Medicare Set Aside arrangement under Medicare Set Aside Policy.

WHEREAS, it is not the intention of the Employer and Carrier, nor Claimant, to shift the responsibility for paying any purported future medical expenses related to Claimant's admitted injuries to the Federal Government. The parties have considered Medicare's interest in this case and have concluded that the Regulations and Rules applicable to the funding of a Medicare Set Aside allocation are not applicable in this instance.

WHEREAS, this Settlement Agreement resolves any and all issues regarding Claimant's purported entitlement to payment of indemnity benefits and payment of past, present and future medical treatment. The Employers and Carriers expressly deny responsibility for any and all medical treatment, expenses, including mileage

reimbursement. *S.C. Code Ann. §42-15-60* and *Dodge v. Bruccoli, Clark, Layman, Inc., 334 S.C. 574, 514 S.E.2d 593 (Ct. App. 1999)*. The Employers and Carriers eny responsibility to pay for or provide all medical treatment and expenses.

WHEREAS, this Settlement Agreement and Release is full and complete irrespective of Claimant's ability to secure employment and engage in gainful employment activities;

WHEREAS, full and complete medical reports are on file with the South Carolina Workers' Compensation Commission and these are duly considered by it in approving this Settlement Agreement and Release.

WHEREAS, the Employers and Carriers agree to discharge any and all claims that may potentially exist against each other in consideration for the aforesaid payment made to Claimant with respect to being released from this claim and each agrees to hold the other harmless from any potential causes of action.

WHEREAS, Claimant represents that he has been fully advised of his rights under the South Carolina Workers' Compensation Act and that he is of the opinion that the proposed settlement is reasonable and fair, and requests that the South Carolina Workers' Compensation Commission approve this settlement as set forth in this Settlement Agreement and Release. The parties acknowledge that the Commission relies upon the representation of counsel for the Claimant that the Claimant has been fully apprised of his rights under the laws of the South Carolina Workers' Compensation Act and that he believes the settlement is reasonable and fair and thus requests that

the South Carolina Workers Compensation Commission approve this settlement as set forth herein.

NOW THEREFORE, upon approval of this settlement by the South Carolina Workers' Compensation Commission, Claimant hereby relinquishes and releases each and every indemnity claim related to this accident, which he now has, or may hereafter have, so that he shall not henceforth have any other or future claim or demand related to this accident, nor shall anyone on his behalf or claiming by, through or under his or as dependent, have any claim or demand on account of this accident; and

The undersigned further acknowledges that the consideration herein expressly recited is the sole and only consideration for the execution hereof, and that no promise, agreement or suggestions of any other or additional consideration has been made to, or received by, Claimant with respect to the worker's compensation settlement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Greenville,
South Carolina, this 19 day of November 2013.

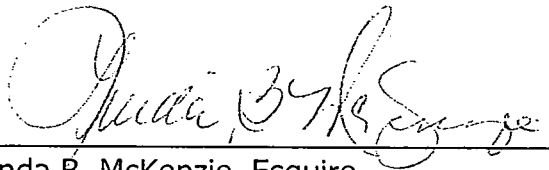


Gary Jeter, Jr.

ATTORNEY'S CERTIFICATE

I, Linda B. McKenzie, Esquire, a practicing attorney of Greenville, South Carolina, do hereby certify that I represent Gary Jeter, Jr. and as his attorney and with his approval, I negotiated and secured the foregoing Agreement for the payment of the amount recited therein, on the conditions and terms and for the reasons therein stated, and that as attorney for Gary Jeter, Jr. it is my opinion that such disposition is for the best interest of Gary Jeter, Jr., under all circumstances and that the consideration as recited in Agreement is full and adequate under the circumstances, and that as his attorney, I approve the Agreement, and I further certify that, before Gary Jeter, Jr. signed and executed the above Agreement, the same was read over and explained to his and understood by him, and was executed freely and voluntarily on his part, and that the consideration therein recited is the sole and only consideration for the execution thereof.

Dated at Greenville, South Carolina, this 19 day of November 2013.



Linda B. McKenzie, Esquire

FEE SUBJECT TO FORMS ~~Attorney~~ for Claimant

ORDER AND AWARD

Upon examination and consideration of the foregoing Agreement and Release, the Attorney's Certificate of Linda B. McKenzie, Esquire, and the Workers' Compensation Commission File No. 1113278, and it appearing that the settlement set forth in the Agreement and Release is proper and complies with the requirements of the South Carolina Workers' Compensation Act;

Further, upon representation of Claimant and his counsel that his rights have been fully explained to his and that he understands them, that the settlement is reasonable and fair, and that it is the Claimant's desire that the settlement as set forth herein be approved;

IT IS ORDERED AND AWARDED that the Settlement Agreement and Release be, and the same hereby is, approved and made the Order and Award of the South Carolina Workers' Compensation Commission, and that upon the payment of the amount recited, the Employers, All My Sons Moving and Strategic Outsourcing, Inc. and the Carriers, Hartford Insurance Company of the Midwest or The Hartford, ULLICO Casualty Company, and South Carolina Property and Casualty Guaranty Association be, and are forever discharged from each and every liability or responsibility under the South Carolina Workers' Compensation Act on account of Claimant's injuries on or about September 23, 2011, whether for compensation, disfigurement and for medical and medical related services.


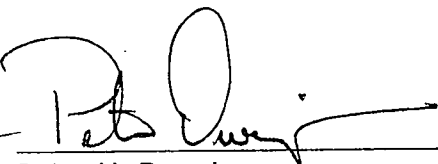
The Employers and Carriers are authorized to close their files with respect to the indemnity aspect of this matter. Accordingly, and the Commission's file shall be, and they are hereby closed; and is not subject to review or modification with respect to the parties' agreement to resolve the indemnity aspect of this claim.

All orders, awards, and opinion heretofore issued by the South Carolina Workers' Compensation Commission in this case are hereby set aside, abrogated, and nullified.

This settlement is not subject to future review.

Dated at Columbia, South Carolina on this 19 day of November 2013.

I CONSENT:

  10/31/13

Vernon F. Dunbar, Esquire
Attorney for The Hartford and All My Sons

Peter H. Dworjanyn
Attorney for ULLICO and SC Property
& Casualty Insurance Guaranty
Association