

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM THE SOUTH CAROLINA COURT OF APPEALS

Appellate Case No: 2013-000890

Loretta Springs Petitioner,

vs.

Clemson University and State Accident Fund..... Respondents.

SETTLEMENT AGREEMENT

The undersigned certify that all issues in the above referenced matter have been settled for a total of \$53,000.00 with the agreement to include the continuation of pain and psychological treatment the Appellant has been receiving. Both parties are responsible for their own costs. Pursuant to S.C. Code Ann. Regs. 67-801 the Parties are filing the attached consent Settlement Agreement settling all claims with the South Carolina Workers Compensation Commission. Accordingly, Appellant dismisses her appeal.

Reginald M. Gay, Esquire (SCB# 10263)
McNair Law Firm, P.A.
104 South Main Street
Suite 700
Greenville, SC 29602
864-271-4940
Attorney for Respondents

Paul C. Rathke, Esquire (SCB#: 6990)
The Joel Bieber Firm
201 East North Street
Greenville, SC 29601
864-370-9300
Attorney for Appellant

RECEIVED

MAR 02 2015

S.C. SUPREME COURT

SETTLEMENT AGREEMENT

BEFORE THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 0717106

Loretta Springs,..... Claimant,

-vs-

Clemson University,..... Employer,

and

State Accident Fund..... Carrier/Defendants.

Claimant Represented by:

Paul C. Rathke
The Joel Bieber Firm
201 East North Street
Greenville, South Carolina 29601

Defendants Represented by:

Reginald M. Gay
McNair Law Firm, P.A.
Poinsett Plaza
104 South Main Street, Suite 700 (29601)
P.O. Box 447
Greenville, SC 29602

This matter was previously heard by the South Carolina Workers' Compensation Commission and is pending on writ of certiorari before the South Carolina Supreme Court. The Claimant, Loretta Springs, has now reached an agreement with the named Defendants to settle any and all claims which the Claimant may have or which the Claimant may hereafter have against the Defendants and to release and discharge the Defendants from any further responsibility therefor by reason of the Claimant's alleged injuries to her brain, head (including psychological injuries), back,

left lower extremity, ears, nose, and tongue while employed with Clemson University on or about October 12, 2007, except as otherwise provided below.

The Claimant is represented by Paul C. Rathke of The Joel Bieber Firm, attorneys of Greenville, South Carolina, and the Defendants are represented by Reginald M. Gay of McNair Law Firm, P.A., attorneys of Greenville, South Carolina. The South Carolina Workers' Compensation Commission has jurisdiction of this matter.

The Claimant alleges that she was injured while in the course of her employment with the Defendant Clemson University on or about October 12, 2007. Upon agreement by the parties, the Claimant's average weekly wage was calculated to be Four Thirty-Four and 91/100 (\$434.91) Dollars and the corresponding compensation rate to be Two Hundred Eighty-Nine and 95/100 (\$289.95) Dollars. The Claimant has primarily received medical care and attention from Dr. Eric Loudermilk of Piedmont Comprehensive Pain Management Group, Dr. Jerry F. Sherrill, Jr. of Lake Ridge Neurological, PA, and Michael Kriegel, PhD. of Kriegel & Associates. Dr. Eric Loudermilk determined the Claimant to be at MMI on July 21, 2008. Dr. Caroline Burndette assigned a seven (7%) percent permanent impairment to the lumbar spine equivalent to five (5%) percent whole person on August 1, 2008. Dr. Sherrill assigned a three (3%) percent medical impairment to the head and zero (0%) percent medical impairment to the low back on March 26, 2010 and returned her to work with no restrictions. The Claimant has been diagnosed with multiple personality disorder stemming from post-traumatic stress disorder (PTSD) as the result of childhood abuse. Claimant maintains that the accident aggravated this pre-existing condition, rendering her permanently and totally disabled. Defendants deny any causal relationship or responsibility for the psychological claim.

A hearing was held before Commissioner Avery B. Wilkerson and a Decision and Order dated April 11, 2011 was issued awarding ten (10) weeks of permanent disability to Claimant's

coccyx and fifteen (15) weeks of permanent disability to her back, totaling twenty-five (25) weeks of disability. The Claimant was found not to have suffered permanent physical brain damage and it was concluded that her memory problems and other psychological conditions were the result of childhood abuse and, therefore, the Claimant was not entitled to any permanent disability for the closed head injury. Claimant was awarded such additional medical care and treatment as would tend to lessen her period of disability, including counseling by Dr. Kriegel. Both parties timely filed Requests for Review by the Appellate Panel of the South Carolina Workers' Compensation Commission. The Appellate Panel issued a unanimous decision dated November 16, 2011 affirming the Single Commissioner's Decision and Order in its entirety. The Claimant appealed the Commission's Decision and Order to the South Carolina Court of Appeals. By unanimous opinion, the South Carolina Court of Appeals affirmed the Commission finding there was substantial evidence to support the Commission's Order. The Claimant subsequently filed a Writ of Certiorari with the South Carolina Supreme Court which was granted. Oral arguments were scheduled, however, the parties reached this settlement in regard to all issues prior to oral arguments.

Based on the ratings and other evidence, the parties have reached an agreement to settle any and all claims arising out of the October 12, 2007 work injury. Under the settlement agreement the Employer has agreed to pay, and the Claimant has agreed to accept, the sum of Fifty-Three Thousand and No/100 (\$53,000.00) Dollars in full settlement and satisfaction of every liability of whatsoever nature or kind under the South Carolina Workers' Compensation Act or otherwise growing out of, or in any way connected with the aforesaid Claimant's injury to her brain, head (including psychological injuries), back, left lower extremity, ears, nose, and tongue occurring on or about October 12, 2007, while the Claimant was an employee of Clemson University.

It is expressly agreed and understood, as an integral part of this settlement agreement, that the Defendants will be responsible for all past causally related medical expenses that the Claimant

may have incurred, by reason of the accident in question, and any and all future causally related medical expenses as prescribed by an authorized treating physician which would lessen her period of disability, to include counseling by Dr. Kriegel and pain management by Dr. Loudermilk. This settlement specifically includes, but is not limited to, any and all claims that she may have for unknown future and unanticipated personal injuries, sicknesses, disfigurement, bodily impairment, lost time, mileage, mental disorder, psychiatric claims of any and all sorts, and/or any and all other personal disorders and/or physical infirmities and benefits under the South Carolina Workers' Compensation Act, and specifically including any right which Claimant might otherwise have to demand further benefits by way of compensation or medical care due to a change in condition hereafter. It is further agreed and understood that the terms of this settlement are contractual and not a mere recital.

WHEREAS, the parties hereto now advise and the Claimant hereby requests that the aggregate of the proposed settlement is the sum of Fifty-Three Thousand and No/100 Dollars (\$53,000.00), which the Claimant hereby requests this Commission to allocate as follows: the Claimant's net proceeds of \$28,214.75 from the foregoing lump sum settlement, (\$53,000.00 less attorneys' fees of \$17,666.67, less costs of \$7,118.58, equaling \$28,214.75 net proceeds to Claimant) shall be prorated based on the Claimant's current age of fifty-two (52). S.C. CODE ANN. § 19-1-150 (1976, as amended), yields a life expectancy of 30.90 years (1,606.80 weeks). Therefore, the Claimant's net proceeds of \$28,214.75 shall be prorated at the rate of \$17.56 per week. *James v. Anne's Inc.*, 386 S.C. 326, 688 S.E.2d 562 (2010), *rev'd on reh'g*, 390 S.C. 188, 701 S.E.2d 730 (2010); Social Security Program Operations Manual System DI 52001.555(4) (f/k/a *Utica-Mohawk Mills v. Orr*, 227 S.C. 226, 81 S.E.2d 589 (1955)).

The Claimant hereby represents that she has been fully advised of her rights under the South Carolina Workers' Compensation Act and that the Claimant is of the opinion that the proposed

settlement is reasonable and fair. Claimant's counsel represents that he concurs in the opinion that the settlement is reasonable and fair.

The Claimant hereby asserts that she recognizes that her consent to, and the acceptance of the settlement sum, is a final determination and adjudication of this case and is a complete bar to, and a final settlement of all benefits, of whatsoever nature or kind, under the South Carolina Workers' Compensation Act growing out of, or in any way connected with the Claimant's injury to her brain, head (including psychological injuries), back, left lower extremity, ears, nose, and tongue on or about October 12, 2007, while the Claimant was an employee of Clemson University.

The parties hereto agree that the case is in *bona fide* dispute. The parties further agree that the settlement herein fully protects the interest of the Claimant and is reasonable, fair and equitable.

The parties acknowledge that this settlement agreement complies with the requirements of the South Carolina Workers' Compensation Act, specifically including but not limited to, Sections 42-9-390 and 42-17-10 and Commission R. 67-803. This settlement agreement complies with the requirements for a complete and final release of liability under the South Carolina Workers' Compensation Act pursuant to the authority of *Atkins v. Charleston Shipbuilding & Dry Dock Co., et al.*, 206 S.C. 63, 33 S.E. 46 (1945) and shall serve as a final order of the Commission.

NOW, THEREFORE, IN CONSIDERATION OF payment by the Employer of the sum of Fifty-Three Thousand and No/100 (\$53,000.00) Dollars, and the acceptance of said sum by the Claimant, the Defendants, be and they hereby are, fully and forever discharged of all liability of whatsoever nature or kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with the Claimant's injury to her brain, head (including psychological injuries), back, left lower extremity, ears, nose, and tongue by an accident occurring on or about October 12, 2007, while the Claimant was an employee of Clemson University so that upon such payment, and the acceptance as aforesaid, this case be, and the same hereby is, *res judicata*.

WE CONSENT:

Loretta Springs

Date

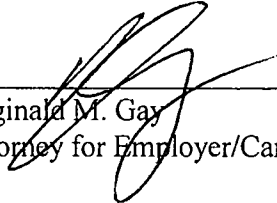
THE JOEL BIEBER FIRM

BY: _____

Paul C. Rathke
Attorney for Claimant
McNAIR LAW FIRM, P. A.

Date

BY: _____


Reginald M. Gay
Attorney for Employer/Carrier

2/26/15
Date