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DEC 21 2015

SC Court of Appeals

BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Yolanda Lucas,)
)
Employee/Claimant,)
)
-vs-)
)
Community Loans of America, Inc.,)
)
Employer, and)
)
Continental Indemnity Company,)
)
Carrier,)
)
Defendants.)
_____)

W.C.C. FILE NO. 1401281

FINAL LUMP SUM
AGREEMENT AND RELEASE

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SETTLEMENT
DEC 16 2015
Division of Claims
SC Workers Comp. Comm.

The Claimant, Yolanda Lucas, alleges that while in the employ of Community Loans of America, Inc., she sustained a mental injury arising out of and in the course of her employment on or about January 11, 2014, in the County of Lexington, State of South Carolina.

At the time of the accident aforementioned, the Claimant and the Employer were subject to the Workers' Compensation Law of South Carolina (hereinafter called "Act") and the Carrier was the Employer's insurer under said Act.

Disputes exist between the parties as to the Claimant's entitlement to further medical care, further payments of temporary disability, and the extent of any causally related permanent disability.

The parties hereto now advise that, in view of the aforementioned disputes, an agreement has been reached to settle this matter in its entirety, subject to filing of this Agreement with the South Carolina Workers' Compensation Commission.

Under the proposed settlement, the Defendants have agreed to pay, and the Claimant has agreed to accept, the sum of Sixty Thousand and 00/100 (\$60,000.00) Dollars in full settlement and satisfaction of every liability under the Act and otherwise growing out of or in any way connected with any injury and/or accident occurring on or about January 11, 2014; as well as any other injury and/or accident at any other time prior to the date of this agreement.

As an integral part of this settlement agreement, it is expressly understood and agreed that the Defendants have paid all medical expenses for which they are liable and that the Claimant is responsible for any and all other medical expenses of whatsoever nature and the Defendants shall have no liability therefor.

The Claimant hereby asserts that she has been fully advised of all her rights under the South Carolina Workers' Compensation Act, and is of the opinion that the proposed settlement is reasonable and fair and in this opinion, the Claimant's attorney concurs. The Claimant hereby asserts that she recognizes that her consent to this settlement is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act and otherwise, growing out of, or in any way connected with, any alleged injury and/or accident occurring on or about January 11, 2014 or at any other time prior to the date of this agreement. It is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Claimant and the Defendants. The Claimant is not currently a Medicare recipient but she has applied for and is receiving Social Security disability benefits. The parties are unaware of any lien by Medicare/Medicaid as it relates to the Claimant's medical expenses and no lien is anticipated at this time or in the future. The Claimant hereby agrees that she is

responsible for payment and satisfaction of any and all medical/Medicare liens and shall indemnify and hold harmless the Defendants and Wood Law Group, LLC from any such liens. This claim does not meet Medicare's current review thresholds as described in the July 11, 2005 and April 24, 2006 Medicare Policy Memoranda. As such, this claim does not require review and/or approval from CMS. The Claimant agrees to indemnify, defend and hold harmless the Defendants from any action by Medicare seeking payment of past, current, or future medical expenses for the Claimant. The Claimant shall further hold the Defendants harmless from any and all adverse consequences in the event this settlement results in the loss of the right to Social Security and/or Medicare benefits to the extent the Claimant would have been entitled to those benefits in the absence of this settlement agreement.

NOW, THEREFORE, in consideration of the payment to the Claimant of the sum of Sixty Thousand and 00/100 (\$60,000.00) Dollars, and in further consideration of the mutual covenants, stipulations, and releases herein contained, the Claimant hereby releases and discharges Community Loans of America, Inc., Applied Underwriters and Continental Indemnity Company and binds Claimant's heirs, executors, administrators, dependents, next of kin, privies, and assigns under the Act and otherwise and agrees to release, discharge, defend, and indemnify Community Loans of America, Inc., Applied Underwriters, Continental Indemnity Company and their respective agents, servants, insurers, physicians, privies, and their successors, from any and all debts, claims, demands, causes of action, rights of action, and liabilities whatsoever of any alleged injury and/or accident on or about January 11, 2014 or at any other time prior to this agreement and including, but not limited to, any right which the Claimant might otherwise have to demand benefits for disability, disfigurement, bodily impairment, medical treatment, medicine or

drugs, prosthetic devices, lost time or death, under the Act or otherwise and specifically including any right which Claimant might otherwise have to demand further benefits by way of compensation or medical care under the Act because of a change in condition hereinafter (which is expressly waived, released and renounced) whether or not arising out of, or directly or indirectly in any way conceivably attributable to any alleged injury and/or accident occurring on or about January 11, 2014 or at any other time prior to the date of this agreement and each and every consequence thereof, whether known or unknown.

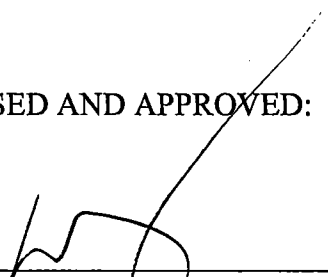
It is expressly understood and agreed that this matter is settled on a doubtful and disputed basis with the Defendants maintaining their denial of any liability in this matter.

The Claimant hereby requests the allocation of the proposed total settlement sum in the amount of Sixty Thousand and 00/100 (\$60,000.00) Dollars as follows: Twenty Thousand and 00/100 (\$20,000.00) Dollars as attorney fees; Eight Hundred Thirty-Eight and 55/100 (\$838.55) Dollars as costs; Thirty-Nine Thousand One Hundred Sixty-One and 45/100 (\$39,161.45) Dollars at the rate of Twenty Five and 10/100 (\$25.10) Dollars per week for 1,560.50 weeks representing the remaining projected life expectancy of the Claimant; Utica-Mohawk v. Orr, 227 S.C. 226, 87 S.E. 2d 289 (1955); Sciarotta v. Bowen, 837 F.2d 135 (3d Cir. 1988).

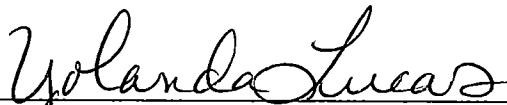
This Agreement shall be subject to filing with the Commission and it is stipulated and agreed between the parties that, upon such filing, this Agreement shall not be subject to review, modification, or amendment by the Commission or the Courts of this State. Each party prays that filing of this Agreement with the Commission as being her or its best interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of December 3, 2015.

WITNESSED AND APPROVED:




D. Michael Kelly, Esquire
Attorney for Employee/Claimant




Yolanda Lucas
Employee/Claimant

Community Loans of America, Inc. and
Continental Indemnity Company

Defendants



Witness as to Employer and Carrier



Kathryn F. Walton, Esquire
Attorney for the Employer and Carrier

FEE SUBJECT TO FORM 61

WOOD LAW GROUP, LLC
ATTORNEYS AT LAW
ONE WESLEY DRIVE
CHARLESTON, SOUTH CAROLINA 29407
(843) 577-5732 FAX (843) 577-4326

J. HUBERT WOOD, III

KATHRYN F. WALTON*
MATTHEW J. FULTZ†

December 18, 2015

REPLY TO
P.O. Box 20550
CHARLESTON, SOUTH CAROLINA 29413

*MEDICARE SET-ASIDE CERTIFIED CONSULTANT
†S.C. CERTIFIED MEDIATOR

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DEC 21 2015

SC Court of Appeals

V. Clair Allen, Deputy Clerk
South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

Re: Yolanda Lucas v Community Loans of America, Inc.
Court of Appeals Case No.: 2015-002192
WCC File No.: 1401281
Carrier File No.: 74798
Date of Accident: January 11, 2014
Our File No.: 94.14

Dear Ms. Allen:

Thank you for the Order dated December 10, 2015. Please note that the South Carolina Workers' Compensation Commission has processed the settlement agreement. I have enclosed a copy for your file. Please send the remittitur at your convenience. Thank you for your time and attention to this matter.

Very truly yours,



Kathryn Fiehrer Walton

KFW/llk
Enclosures

cc: Mr. Michael Heller (via email only) (w/enc.)
D. Michael Kelly, Esquire (w/o enc.)

WOOD LAW GROUP, LLC

ATTORNEYS AT LAW

POST OFFICE BOX 20550

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