

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
WCC FILE NO: 1319471
APPELLATE CASE NO.: 2015-001918

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JUN 01 2016

SC Court of Appeals

Daniel Davis, Jr.,)
)
Employee/Claimant,)
)
vs.) SETTLEMENT AGREEMENT
) AND RELEASE OF ALL WORKERS'
ABC Amusements, Inc.) COMPENSATION CLAIMS
)
Employer/Defendant,)
and)
)
SC Workers' Compensation Uninsured)
Employers' Fund,)
)
Carrier/Defendants.)
_____)

THIS AGREEMENT, entered into this 23rd day of May, 2016 by and between Daniel Davis, Jr. (hereinafter called "Claimant"), and ABC Amusements, Inc. (hereinafter called "Employer"), and the South Carolina Workers' Compensation Uninsured Employers' Fund (hereinafter called "Fund"):

WITNESSETH:

That on or about October 2, 2013, while allegedly in the employ ABC Amusements, Inc., the Claimant sustained an injury by accident arising out of and in the course of his employment to his knee and right leg. ABC Amusements, Inc. did not have workers' compensation coverage, and therefore, the "Fund", was added as a Defendant to this claim.

WHEREAS, at the time of Claimant's accident as aforesaid, Claimant and his Employer, ABC Amusements, Inc., were subject to the Workers' Compensation Law of South Carolina (hereinafter called "Act") and Employer was not insured under the said Act; and

WHEREAS, a hearing was held before the Workers' Compensation Commission with subsequent Order issued May 12, 2015; and

WHEREAS, the Claimant has received payment pursuant to that Order in the amount of \$2,080.00 plus payment of medical expenses; and

WHEREAS, certain issues remain open for adjudication (currently on appeal to the SC Court of Appeals) including, but not limited to Whether or not Claimant is entitled to any further benefits under the Workers' Compensation Act and whether sustained any further disability for alleged injuries and whether Claimant is entitled to or will require further care or treatment. Therefore, the parties desire hereby to settle and finalize any and all differences between them through the payment by the Fund on behalf of the alleged Employer, to the Claimant of the sum hereinafter provided for, in exchange for a complete, final and conclusive release of the Fund and Employer and any and all other parties named or unnamed from all liability under the Act for the accident; and


WHEREAS, the Claimant acknowledges that he has had the benefit of competent and experienced legal counsel, and that he has had adequate time to consider the terms herein; that he is not suffering from any disability or impairment that would prevent him from entering into this agreement; and that there has been no unfair or undue coercion on the part of the Employer/Carrier in connection with the Claimant's entering into this settlement. Claimant has read and fully understands this agreement and most importantly she has entered it as a full, final,

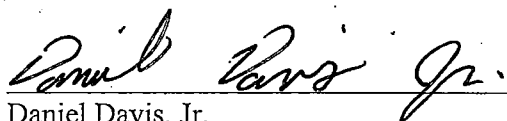
complete, and conclusive release of the Employer, the Carrier and all persons privy to either from any and all further liability to Claimant.

NOW, THEREFORE, for and in consideration of the payment to the Claimant of the sum of One Thousand and no/100's (\$1,000.00) Dollars receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the mutual covenants, herein contained, the Claimant hereby releases and discharges and binds himself, his heirs, executors, administrators, dependents, next of kin, privies and assigns under Act, and any others who might claim through him, to release, discharge, defend and indemnify the Fund and Employer ABC Amusements, Inc. and their respective agents, servants, insurers, physicians, privies and their successors, from and against any and all debts, claims, demands, causes of action, rights of action and liabilities per the Act, including but not limited to any consequences whatsoever of any injury sustained by the Claimant while in ABC Amusements, Inc. employ, whether known or unknown, and including but not limited to any right which the Claimant might otherwise have to demand employment or benefits for disability, disfigurement, bodily impairment, medical treatment, medicine or drugs, 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 hereafter, and which right is hereby expressly waived, released and renounced and, whether or not arising out of or directly or indirectly in any way conceivably attributable to Claimant's alleged injury by accident as aforesaid and each and every consequence thereof, whether known or unknown.

It is expressly understood that nothing contained in this Agreement and Release shall affect the claim the Fund has against Employer, ABC Amusements, Inc., pursuant to South Carolina Code Section 42-7-200, prior order, or otherwise. It is stipulated and agreed between the parties that this Agreement shall not be subject to review, modification or amendment by the Commission or the courts of this State or any other state.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first hereinabove mentioned.

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SC WORKERS' COMPENSATION
UNINSURED EMPLOYERS' FUND

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