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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

Commissioners R. Michael Campbell, II, Avery B. Wilkerson, Jr., and T. Scott Beck

Appellate Case No.: 2016-000325

Pedro A. Moran, Employee/Claimant, Appellant,

v.

JMR Siding, LLC, Employer, and
Hartford Underwriters Insurance Company, Carrier, Respondents.

STIPULATION OF DISMISSAL

As shown by the attached Settlement Documents filed with the Workers' Compensation Commission, the parties have reached a full and final settlement of the issues raised on appeal. Accordingly, the parties jointly move for a dismissal of this appeal and request to the Court remit the matter to the Commission.

ATTORNEYS FOR APPELLANT

ATTORNEYS FOR RESPONDENTS



Stephen B. Samuels
SAMUELS LAW FIRM, LLC
1320 Richland Street
Columbia, SC 29201
(803) 779-4000
stephen@samuelslawfirm.net



J. Gabriel Coggiola, Esquire
Sarah S. Alphin, Esquire
WILLSON, JONES, CARTER & BAXLEY, PA
4500 Fort Jackson Blvd.
Columbia, SC 29209
(803) 227-2889

Mark R. Calhoun
CALHOUN LAW FIRM
714 East Main Street
Lexington, SC 29072

December 5, 2016
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Pedro A. Moran,

Employee,

Claimant,

-vs-

JMR, LLC,

Employer,

and Hartford Underwriters Insurance
Company,

Carrier,

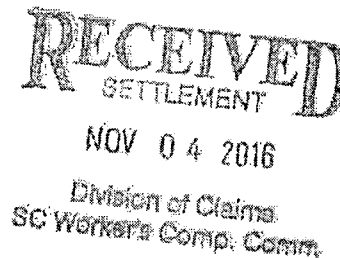
Defendants.

**BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION**

**AGREEMENT AND FINAL RELEASE /
ORDER**

W.C.C. FILE NO. 1009298

CARRIER FILE NO. 026-CB-EPF3598



This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of the claimant, Pedro A. Moran. The claimant is represented by Mark R. Calhoun, Esquire, and the defendants, JMR, LLC and Hartford Underwriters Insurance Company, are represented by Sarah S. Alphin, Esquire of Willson Jones Carter & Baxley, P.A. The South Carolina Workers' Compensation Commission has jurisdiction. The parties agree that venue is proper in Richland County, South Carolina.

The claimant was an employee of JMR, LLC and on or about June 22, 2010, he sustained an injury by accident arising out of and in the course of said employment when he fell from the second story of a building while working on the roof, sustaining injuries to his pelvis, head, and psychological overlay. Claimant also alleges physical brain damage, low back, affecting right lower extremity, and right hand/upper extremity. Defendants deny these alleged injuries and all injuries other than the admitted pelvis, head, and psychological overlay. As a result of this work accident, claimant sought and received medical treatment from June 22, 2010 to September 22, 2016. Disputes have now arisen concerning claimant's entitlement to further medical care and treatment, further temporary total disability compensation and the extent of causally related permanent disability, if any. Claimant's compensation rate is Four Hundred Sixty-Six and Twenty/One

Hundredths Dollars (\$466.20).

The parties hereto now advise that in their opinion the matter is in bona fide dispute and in view of such dispute an agreement has been reached to settle this matter in its entirety, subject to the approval of the South Carolina Workers' Compensation Commission.

Under the proposed settlement the defendants have agreed to pay and the claimant has agreed to accept the total final settlement sum of One Hundred Thousand and No/One Hundredths Dollars (\$100,000.00) in full settlement and satisfaction of every liability of whatsoever nature or kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, said work accident occurring on or about June 22, 2010, while the claimant was an employee of JMR, LLC. As an integral part of this settlement agreement, it is expressly understood and agreed that the defendants shall be responsible for all causally related medical expenses authorized by them and incurred through September 22, 2016 and as approved by this Commission pursuant to the South Carolina Worker's Compensation Fee Schedule. Any and all further medical expenses of whatsoever nature or kind shall be the express liability of the claimant, and the defendants shall have no liability therefore. Claimant fully understands and acknowledges that the payment of the sum of One Hundred Thousand and No/One Hundredths Dollars (\$100,000.00) represents compensation for disputed additional benefits and for full and final clincher of any and all alleged or potential benefits.

Claimant hereby asserts that he has been fully advised by his attorney of record of all of his rights under the South Carolina Workers' Compensation Act, and that the claimant is of the opinion that the proposed settlement is reasonable and fair and in this opinion the claimant's attorney concurs and asserts that he has fully advised the claimant of all his rights under the South Carolina Workers' Compensation Act, and they respectfully request that this Commission approve the settlement as set forth above. Claimant hereby asserts that he recognizes that his consent to, and the approval of, this Agreement and Final Release/Order is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid work accident occurring on or about June 22, 2010,

while the claimant was an employee of JMR, LLC.

Claimant hereby affirms that he has not applied for and is not receiving Social Security disability, is not on Medicare, is not enrolled in Medicare Advantage, and is not aware of any Medicare liens. The parties expressly agree that the claimant does not have a reasonable expectation of Medicare eligibility within 30 months from the date of this settlement. The parties have taken into consideration Medicare's potential interest in the resolution of this claim and believe Medicare has no interest. The parties agree that a Medicare Set-Aside will not be submitted to CMS for review and/or approval. Claimant has been advised of the potential risks associated with not establishing a Medicare Set-Aside account and not submitting a Medicare Set-Aside to CMS for review and/or approval, including but not limited to, CMS/Medicare's potential withholding of Medicare benefits to the claimant.

Claimant also expressly represents and agrees that he sustained no work accidents or work injuries while employed by JMR, LLC other than the work accident and resulting injury occurring on or about June 22, 2010.

The parties hereto acknowledge that the South Carolina Workers' Compensation Commission relies upon the representation of the attorney for the claimant that the claimant has been fully apprised of his rights under the South Carolina Workers' Compensation Act.

~~The parties acknowledge that the opinions stated by the physicians regarding the nature and extent of the employee's medical condition and disability are opinions, not facts, and that, to the extent they are relying on those opinions, they are doing so with the knowledge that such opinions may be incorrect. Accordingly, employee, employer and carrier and/or servicing agent agree that this settlement agreement cannot be voided in the future for any reason, including on the basis that either or both parties relied on statements or opinions from physicians, or other medical providers, in entering into this agreement.~~

NOW, THEREFORE, IT IS AGREED, SETTLED, APPROVED, and ORDERED that upon the payment of the sum of One Hundred Thousand and No/One Hundredths Dollars (\$100,000.00) by the defendants, and the acceptance of said sum by the claimant, and the payment of the medical

expenses as specifically set forth hereinabove, the defendants be, and they hereby are, fully and forever discharged of all liability, obligations and/or responsibilities of whatsoever nature and kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid work accident occurring on or about June 22, 2010, while the claimant was an employee of JMR, LLC, so that upon such payment and the acceptance as aforesaid, this matter be, and it hereby is, res judicata and not subject to review under any conditions. Claimant enters into this Agreement and Final Release freely and voluntarily, without undue influence, coercion, or duress of any kind.

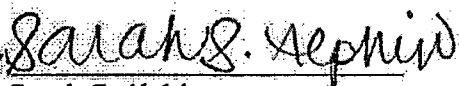
WE CONSENT TO THE FOREGOING
AGREEMENT/ORDER:


Pedro A. Moran, Claimant

Dated: 11-3-16


Mark R. Calhoun
Attorney for Claimant

WILLSON JONES CARTER & BAXLEY, P.A.

BY 
Sarah S. Alphin
Attorneys for Defendants

South Carolina Workers' Compensation Commission
 1333 Main Street, Suite 500
 P.O. BOX 1715
 Columbia, South Carolina 29202-1715
 (803) 737-5723

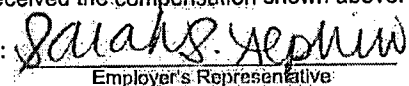
WCC File #: 1009298
 Carrier File #: 026-CB-EPF3598-F
 Carrier Code #: _____
 Employer FEIN #: 669205480

Claimant's Name: Pedro A. Moran SSN: XXX-XX-XXXX Employer's Name: Jmr Siding LLC
 Address: 595 North Brown St Apt 1 Address: 422 Old Plantation D
 City: West Columbi State: SC Zip: 29169 City: West Columbia State: SC Zip: 29172-3165
 Home Phone: (803) 556-5147 Work Phone: _____ Insurance Carrier: Travelers Indemnity Company
 Preparer's Name: Paula D Ray Law Firm: _____ Preparer's Phone #: (704) 544-3053

Compensation Paid:	Number of Weeks	From (m/d/yyyy)	To (m/d/yyyy)	Amount
1. Number of weeks T.T.	<u>266.2 wks</u>	<u>06/22/2010</u>	<u>07/29/2015</u>	<u>\$ 121,639.40</u>
2. Number of weeks T.P.:	_____	_____	_____	<u>\$ _____</u>
3. Number of weeks P.P.	_____	_____	_____	<u>\$ _____</u>
4. Disfigurement	_____	_____	_____	<u>\$ _____</u>
5. Agreement and Final Release	_____	_____	_____	<u>\$ 205,489.40</u>
Total Compensation Paid				<u>\$ 327,128.80</u>
6. Total Medical Benefits* Paid	_____	_____	_____	<u>\$ 56,922.58</u>
7. Funeral Benefits	_____	_____	_____	<u>\$ _____</u>

Case Denied Date of Injury: 06/22/2010
 (m/d/yyyy)

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

By:  Claimant By:  Employer's Representative Date: 11-3-16
 (m/d/yyyy)

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

By: _____

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 (Non-contingent fees, only) _____ \$ _____

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 sixteen days of final payment of compensation. Form 19 must be filed when a claim is denied.

WCC Form #19
 Rev. Date 3/96

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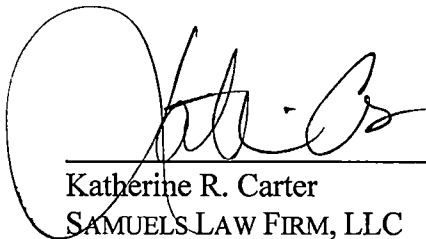
JMR Siding, LLC, Employer, and
Hartford Underwriters Insurance Company, Carrier, Respondents.

PROOF OF SERVICE

I certify that I, Katherine R. Carter, paralegal to Stephen B. Samuels, have served the **Stipulation of Dismissal** upon counsel for the Respondents by depositing a copy of it in the United States Mail, postage prepaid, on December 6, 2016, addressed as follows:

J. Gabriel Coggiola, Esquire
Sarah S. Alphin, Esquire
Willson, Jones, Carter & Baxley, PA
4500 Fort Jackson Blvd.
Columbia, SC 29209

December 6, 2016



Katherine R. Carter
SAMUELS LAW FIRM, LLC
1320 Richland Street
Columbia, SC 29201
(803) 779-4000



STEPHEN B. SAMUELS
ANDREW J. BROWN
ATTORNEYS AT LAW

December 6, 2016

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SC Court of Appeals

Via Hand Delivery

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

RE: Pedro A. Moran v. JMR Siding, LLC, et. al.
Appellate Case No.: 2016-000325

Dear Ms. Kitchings:

Enclosed for filing are the original and copy of the **Stipulation of Dismissal** and our **Proof of Service**, in the above case.

By copy of this letter to J. Gabriel Coggiola and Sarah Alphin, we are confirming our joint request to the court that this appeal be dismissed.

Thank you for your consideration in this matter. Please contact us with any questions or if further information is needed from our office.

With kindest regards, I am

Respectfully,

Stephen B. Samuels

/krc

Enclosure(s) as stated

cc: Mark Calhoun, Esquire
Sarah S. Alphin, Esquire
J. Gabriel Coggiola, Esquire

WE WORK FOR THE PEOPLE WHO WORK.

1320 RICHLAND STREET, COLUMBIA, SC 29201 | P: (803) 779.4000 | F: (803) 779.4004 | WWW.SAMUELSLAWFIRM.NET