

Under the proposed settlement, Defendants have agreed to pay, and the Claimant has agreed to accept, the sum of Forty-five Thousand and 00/100 Dollars (\$45,000.00), 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 at any other time.

As an integral part of this settlement agreement, it is expressly understood and agreed that this claim is being settled **on a doubtful and disputed basis** with the Defendants maintaining a complete denial of liability under the Act. It is further understood and agreed that the Claimant is responsible for any and all medical expenses of whatsoever nature, and the Defendants shall have no liability therefor.

The Claimant's net proceeds of \$27,904.22 from the foregoing lump sum settlement, \$45,000.00 less attorneys fees of \$15,000.00 less costs of \$2,095.78, equaling \$27,904.22 net proceeds to Claimant shall be prorated based on the Claimant's current age of Twenty Six (26) S.C. Code Ann. § 19-1-150 (1976, as amended), yielding a life expectancy of 51.57 years (2,681.64 weeks). Therefore, the Claimant's net proceeds of \$27,904.22 shall be prorated at the rate of \$10.41 per week. James v. Anne's Inc., 386 S.C. 326, 688 S.E. 2d 563 (2010), rev'd on reh'g, 390 S.C. 188, 701 S.E. 2d 730 (2010); Social Security Act, 42 U.S.C. §424a (f/k/a Utica Mohawk Mills v. Orr, 277 S.C. 226, 87 S.E. 2d 589(1955).

The Claimant hereby asserts that he has been fully advised of all his rights under the South Carolina Workers' Compensation Act, and is of the opinion that the proposed settlement is reasonable and fair, he respectfully requests that this Commission approve the settlement as set forth above. The Claimant, hereby, asserts that he recognizes that his consent to and the approval of 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 injury and/or accident occurring on or about May 9, 2014, or any other injury and/or accident at any other time.

The Claimant represents and stipulates that he has not received Social Security Disability Benefits, Medicare Benefits or Medicaid Benefits. As a condition precedent to this agreement the individual Claimant certifies that none of the following conditions apply to him:

- (a) The individual has applied for Social Security Disability Benefits;
- (b) The individual has been denied Social Security Disability Benefits but anticipates appealing that decision;
- (c) The individual is in the process of appealing and/or re-filing for Social Security Disability Benefits;
- (d) The individual is 62 years and 6 months old (i.e., may be eligible for Medicare based upon his age within 30 months) or;
- (e) The individual has an End Stage Renal Disease (ESRD) condition but does not yet qualify for Medicare based upon ESRD.

Pursuant to 42 CFR §411.46 and §411.47, the Medicare intermediary manual, and the Medicare carriers manual, the parties to this settlement believe that any rights or interests Medicare may have in the within settlement have been adequately considered and protected. The Carrier/Employer is only providing payment in the amount of Forty-five Thousand and 00/100 Dollars (\$45,000.00), which is well below the Two Hundred Fifty Thousand Dollar and 00/100 (\$250,000.00) threshold, and the Claimant is not reasonably expected to be a Medicare beneficiary within the criteria period. Based upon the review of the Claimant's medical records, age, life expectancy, future cost projections, and based on historical treatment trends, the parties propose that \$0 Dollars of the total

Settlement will be allocated to pay for the anticipated future Medicare-covered medical care expenses.

Additionally, the Claimant certifies that at the signing of this agreement there is not known to the Claimant any claim or entitlement to reimbursement from any governmental agency, whether State, federal or local. Last but not least, the Claimant certifies that he has been discharged from all future care by the authorized treating physician and the parties do not anticipate substantial medical expenses arising in the future. It is not the intention of the Claimant, Employer or Carrier to shift responsibility of future medical benefits to the Federal Government.

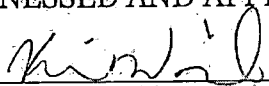
NOW, THEREFORE, in consideration of the payment to the Claimant of the sum of Forty-five Thousand and 00/100 Dollars (\$45,000.00), and in further consideration of the mutual covenants, stipulations and releases herein contained, the Claimant, hereby, releases and discharges PC Metro Bottling, and ACE American Insurance Company, 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 Defendants, 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 injury and/or accident on or about May 9, 2014, or at any other time, 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 the 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 injury and/or accident at any other time, and each and every consequence thereof, whether known or unknown.


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

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of 14th day of March, 2017.

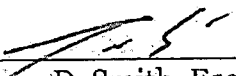
WITNESSED AND APPROVED:



Kevin M. Wikel
Claimant



William T. Bacon, III, Esq.
Attorney for Claimant



Andrew D. Smith, Esq.
Attorney for the Defendants

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



WCC File #: 1405219
 Carrier File #: 2014-050-0582
 Carrier Code #: _____
 Employer FEIN #: 131584303

Claimant's Name: Kevin M. Wikel Employer's Name: PepsiCo
 Address: 160 Knights Bridge Rd. Address: 700 Anderson Hill Road
 City: Bluffton State: SC Zip: 29910 City: Purchase State: NY Zip: 10577
 Home Phone: (843)263-5846 Work Phone: _____ Insurance Carrier: Indemnity Insurance Company of N America
 Preparer's Name: Kelli Pofahl Law Firm: _____ Preparer's Phone #: (800)548-1373

Compensation Paid:	Number of Weeks	From (m/d/yyyy)	To (m/d/yyyy)	Amount
1. Number of Weeks T.T.	_____	_____	_____	\$ _____
2. Number of Weeks T.P.	_____	_____	_____	\$ _____
3. Number of Weeks P.P.	_____	_____	_____	\$ _____
4. Disfigurement	_____	_____	_____	\$ _____
5. Agreement and Final Release	_____	_____	_____	\$ <u>45,000.00</u>
Total Compensation Paid				\$ <u>45,000.00</u>
6. Total Medical Benefits* Paid	_____	_____	_____	\$ <u>241.06</u>
7. Funeral Benefits	_____	_____	_____	\$ _____

Case Denied

Date of Injury: 05/02/2014
 (m/d/yyyy)

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

By: [Signature]
 Claimant

By: [Signature] Date: 3/14/2017
 Employer's Representative (m/d/yyyy)

RECEIVED

MAR 23 2017

SC Court of Appeals

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



GOODMAN MCGUFFEY LLP

ATTORNEYS AT LAW
WWW.GMLJ.COM

ANDREW D. SMITH
Attorney at Law
Direct Dial: (843) 518-5040
Email: asmith@gmlj.com
Admitted in SC

REPLY TO:
147 Wappoo Creek Drive, Suite 204
Charleston, SC 29412-2111
TELEPHONE (843) 849-6440
FACSIMILE (843) 849-6433

RECEIVED

March 21, 2017

MAR 23 2017

SC Court of Appeals

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

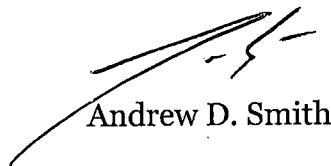
Re: Kevin M. Wikel v. Pepsi Bottling Group
Appellate Case No.: 2016-001398
SCWCC No.: 1405219
Date of Injury: 5/9/2014
Insurer Claim No.: 20140500582-00011
Our File No.: 1100-0235

Dear Ms. Kitchings:

Please be advised that the parties have reached a settlement in regard to the above-referenced matter. For your records, I have attached a copy of the settlement documents. The Appellant's respectfully withdraw their appeal.

In the event I may provide any additional information or if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Andrew D. Smith

ADS:tdw
Enclosures

cc: Kelli A. Pofahl, Sedgwick Claim Management Services
Ms. Amy Bracy, South Carolina Workers' Compensation Commission
William T. Bacon, III, Esq. , McDougall Law Firm

Doc ID #4273724



GOODMAN MCGUFFEY LLP

ATTORNEYS AT LAW
WWW.GMLJ.COM

ANDREW D. SMITH
Attorney at Law
Direct Dial: (843) 518-5040
Email: asmith@gmlj.com
Admitted in SC

REPLY TO:
147 Wappoo Creek Drive, Suite 204
Charleston, SC 29412-2111

TELEPHONE (843) 849-6440
FACSIMILE (843) 849-6433

March 17, 2017

RECEIVED

MAR 23 2017

SC Court of Appeals

Mary Bost
South Carolina Workers' Compensation Commission
PO Box 1715
Columbia, SC 29202-1715

Re: Kevin M. Wikel v. Pepsi Bottling Group
SCWCC No.: 1405219
Date of Injury: 5/9/2014
Insurer Claim No.: 20140500582-00011
Our File No.: 1100-0235

Dear Mary:

Enclosed please find two (2) copies of the duly executed Final Lump Sum and Release Agreement and Form 19's (in triplicate), which we are submitting to the Commission for approval in regard to the above-referenced matter.

If the Agreement and Form 19s meet with your approval, please return the approved copies to me in the self-addressed, stamped envelope also enclosed for your convenience. I have in addition enclosed a check in the amount of \$25.00 for the filing fee. If you have any questions or concerns, please do not hesitate to contact me.

By copy of this correspondence to Tom Bacon, Esq., attorney for the Claimant, I am notifying as to the same.

Very truly yours,

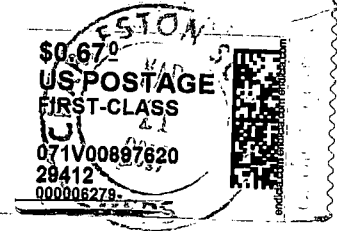
Andrew D. Smith

ADS:tdw

Enclosures?

cc: Kelli A. Pofahl, Sedgwick Claim Management Services
William T. Bacon, III, Esq., McDougall Law Firm

Andrew D. Smith, Esq.
Goodman McGuffey, LLP
147 Wappoo Creek Drive, Suite 204
Charleston, SC 29412



RECEIVED

MAR 23 2017

SC Court of Appeals

THE HONORABLE JENNY ABBOTT
KITCHINGS
SOUTH CAROLINA COURT OF APPEALS
PO BOX 11629
COLUMBIA, SC 29211

2921181629 BO12

