

THE STATE OF SOUTH CAROLINA  
IN THE SUPREME COURT

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

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Opinion No. 5475 (S.C. Ct. App. filed March 22, 2017)

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Sara Y. Wilson,

Respondent,

v.

Charleston County School District,

Petitioner,

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**JOINT MOTION TO DISMISS APPEAL AND VACATE PRIOR OPINION**

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Blake A. Hewitt  
BLUESTEIN THOMPSON & SULLIVAN,  
LLC  
P.O. Box 7965  
Columbia, SC 29202  
(803) 779-7599

AND

Tiffany R. Spann-Wilder  
SPANN-WILDER LAW FIRM  
P.O. Box 70488  
N. Charleston, SC 29415  
(843) 266-7792

*Attorneys for Respondent Sara Y. Wilson*

Stephen L. Brown  
Catherine H. Chase  
Leslie M. Whitten  
YOUNG CLEMENT RIVERS LLP  
25 Calhoun Street, Suite 400 (29401)  
P. O. Box 993  
Charleston, SC 29402-0993  
(843) 720-5488

*Attorneys for the Petitioner  
Charleston County School District*

**RECEIVED**  
DEC 27 2017  
S.C. SUPREME COURT

COMES NOW Petitioner Charleston County School District, by and through its undersigned counsel, and Respondent/Claimant Sara Y. Wilson, by and through her undersigned counsel, pursuant to Rules 240 and 261, SCACR, and, on the grounds set forth below, hereby moves this Honorable Court for an order dismissing the appeal and to vacate the prior opinion of the Court of Appeals.

1. On March 22, 2017, the Court of Appeals issued an order reversing the South Carolina Workers' Compensation Commission's ("Commission") order denying Respondent/Claimant Sara Y. Wilson ("Claimant") benefits and remanding the matter to the Commission for consideration of the Claimant's change of condition. See Sara Y. Wilson v. Charleston County School District, Op. No. 5475 (S.C. Ct. App. filed March 22, 2017) (Shearouse Adv. Sh. No. 12 at 13); (App. p. 561.) Petitioner timely filed its petition for rehearing, which was denied. (App. pp. 575-88.)

2. On July 24, 2017, Petitioner filed its Petition for Writ of Certiorari with this Honorable Court. The Claimant filed her Return to the Certiorari Petition on September 12, 2017. Petitioner filed a reply on October 5, 2017.

3. On November 29, 2017, the parties mediated this matter again. As a result of this mediation, the parties reached an agreement for the School District to pay \$80,000.00 to Ms. Wilson and for medical benefits, which is contingent upon the Court of Appeals' March 22, 2017 opinion being vacated and the appeal being dismissed. The details of the settlement are set forth in the Agreement Following Mediation Conference, which is attached as Exhibit 1 to the Affidavit of Sara Y. Wilson.

4. Pursuant to Rule 261(d), SCACR, the parties jointly request the extraordinary relief of vacation of the Court of Appeals' opinion and dismissal of this appeal.

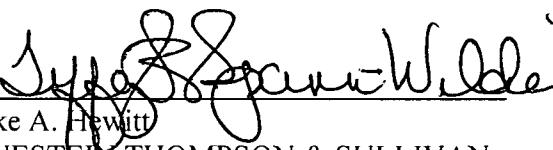
5. While the parties vigorously maintain their respective positions, as set forth in their filings with this Honorable Court and the courts before, this matter has been on appeal from the Commission since August 2012. The parties have zealously argued about the particulars of whether the Commission was correct in finding that the Claimant's current psychological condition was barred by the doctrine of res judicata and whether her change of condition claim was untimely. The parties have disagreed on the standard of review and whether these issues are primarily factual arguments. Nonetheless, even if the Petitioner withdrew its petition to this Honorable Court today, this matter would still be remanded to the Commission for consideration of the Claimant's change of condition claim and would potentially be appealed again.

6. Since the time of the decision the Claimant has moved out of state, making further litigation impractical for her. The School District is willing to reach a compromise agreement to settle in light of those circumstances and considers vacating the Court of Appeals decision is an appropriate exchange given that the School District would not otherwise abandon its right to seek certiorari and contest the decision of the Court of Appeals.

7. The Claimant supports this extraordinary relief as set forth in the attached Affidavit of Sara Y. Wilson, which is attached as **Exhibit A** and incorporated herein by reference.

WHEREFORE, Petitioner and Respondent/Claimant request that this Honorable Court vacate the opinion of the Court of Appeals (Sara Y. Wilson v. Charleston County School District, Op. No. 5475 (S.C. Ct. App. filed March 22, 2017) (Shearouse Adv. Sh. No. 12 at 13)) and to dismiss this appeal. ADDITIONALLY, Petitioner and Respondent/Claimant request that the Court hold this matter in abeyance while the present motion is pending.

Respectfully submitted,

By:   
Blake A. Hewitt  
BLUESTEIN THOMPSON & SULLIVAN,  
LLC  
P.O. Box 7965  
Columbia, SC 29202  
(803) 779-7599

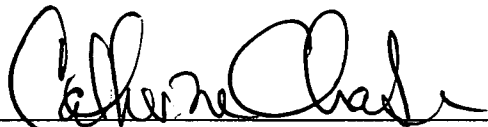
AND

Tiffany R. Spann-Wilder  
SPANN-WILDER LAW FIRM  
P.O. Box 70488  
N. Charleston, SC 29415  
(843) 266-7792

*Attorneys for Respondent Sara Y. Wilson*

North Charleston, South Carolina

Dated: 12/5/17

By:   
Stephen L. Brown  
Catherine H. Chase  
Leslie M. Whitten  
YOUNG CLEMENT RIVERS LLP  
25 Calhoun Street, Suite 400 (29401)  
P. O. Box 993  
Charleston, SC 29402-0993  
(843) 720-5488

*Attorneys for the Petitioner  
Charleston County School District*

Charleston, South Carolina

Dated: December 21, 2017

THE STATE OF SOUTH CAROLINA  
IN THE SUPREME COURT

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Respondent,

v.

Charleston County School District,

Petitioner,

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**PROOF OF SERVICE**

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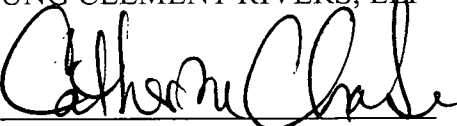
YOUNG CLEMENT RIVERS LLP  
Stephen L. Brown  
Catherine H. Chase  
Leslie M. Whitten  
25 Calhoun Street, Suite 400  
P. O. Box 993 (29402-0993)  
Charleston, SC 29401  
(843) 577-4000  
(843) 579-2983 (facsimile)  
SBrown@ycrlaw.com  
CChase@ycrlaw.com  
LWhitten@ycrlaw.com  
*Attorneys for the Petitioner*  
*Charleston County School District*

I, Catherine H. Chase, of Young Clement Rivers, LLP, counsel for the Petitioner above named, do hereby certify that I have served the *Joint Motion to Dismiss Appeal and Vacate Prior Opinion* and *Affidavit of Sara Y. Wilson* submitted by the Petitioner and the Respondent on counsel for the above-named Respondent by depositing a copy of the same in the United States Mail, postage prepaid, on December 21, 2017, and via email, addressed as follows to her counsel of record:

*Bluestein Thompson & Sullivan, LLC*  
Blake A. Hewitt, Esquire  
P. O. Box 7965  
Columbia, SC 29202  
[bhewitt@bntdlaw.com](mailto:bhewitt@bntdlaw.com)

*The Spann-Wilder Law Firm, L.L.C.*  
Tiffany R. Spann-Wilder, Esquire  
P. O. Box 70488  
N. Charleston, SC 29415  
[tiffany@spannwilderlaw.com](mailto:tiffany@spannwilderlaw.com)

YOUNG CLEMENT RIVERS, LLP

By:   
Catherine H. Chase

Charleston, South Carolina

Dated: December 21, 2017

# EXHIBIT A

STATE OF SOUTH CAROLINA            )  
COUNTY OF CHARLESTON            )

**Affidavit of Sara Y. Wilson**

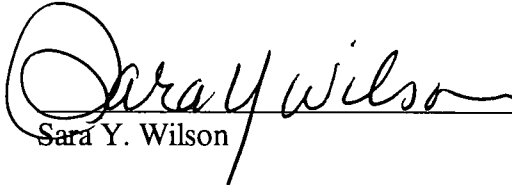
I, Sara Y. Wilson, being duly sworn, do affirm and state that:

1. I am over eighteen years of age and have personal knowledge of the matters stated in this affidavit.
2. I have read Sara Y. Wilson v. Charleston County School District, Op. No. 5475 (S.C. Ct. App. filed March 22, 2017) (Shearouse Adv. Sh. No. 12 at 13) and discussed the same with my counsel.
3. On November 29, 2017, I attended a mediation with the parties in the matter for *Sara Y. Wilson, Respondent, v. Charleston County School District, Petitioner*, a matter which is currently pending before the State of South Carolina Supreme Court, which also included the claims which would be remanded to the South Carolina Workers Compensation Commission for change of condition.
4. Since the time of the Court of Appeals' decision, I now spend most of time out of state with my daughter and grandson, making further litigation impractical for me. I am currently 74 years of age and this matter has consumed the past eleven (11) years of my life. In light of my age and additional health challenges, I simply desire to enjoy the years ahead with family and friends in happy moments rather than dealing with litigation..
5. I support the request for the vacation of the South Carolina Court of Appeals' opinion in Sara Y. Wilson v. Charleston County School District, Op. No. 5475 (S.C. Ct. App. filed March 22, 2017) and to dismiss the appeal.
6. I believe there is good cause to support the vacation of the Court of Appeals' order.

7. Attached as Exhibit A is a true and accurate copy of the Agreement Following Mediation Conference, which was executed at the conclusion of the November 29, 2017 mediation and more fully sets forth the terms of the agreement.

**FURTHER AFFIANT SAYETH NOT.**

Date: 12/5/17

  
Sara Y. Wilson

SWORN to before me this 5  
day of December, 2017.

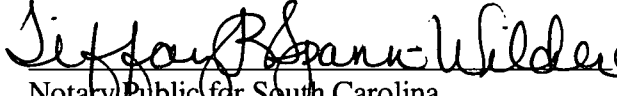
 (SEAL)  
Notary Public for South Carolina  
My Commission expires: 7-31-2024



EXHIBIT 1

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 )  
 Sara Wilson, )  
 ) Employee, )  
 ) Claimant, )  
 )  
 -vs- )  
 )  
 Charleston County School District, )  
 )  
 ) Employer, )  
 )  
 and Charleston County School Self Insurance )  
 Fund, )  
 )  
 ) Carrier, )  
 )  
 ) Defendants. )

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

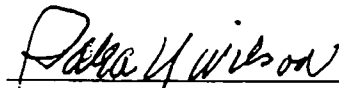
**AGREEMENT FOLLOWING  
 MEDIATION CONFERENCE**

W.C.C. FILE NO. 0608517

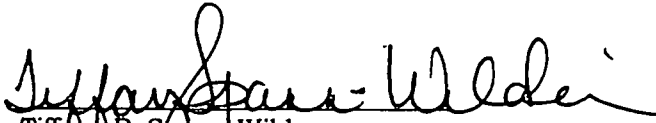
CARRIER FILE NO. 07-06-000554


Following a mediation conference before Allison M. Carter, the mutually agreed upon mediator, the parties to the case agree that this case has been fully and completely resolved by agreement as follows:


1. The employer/carrier shall pay \$ 73,640.00 for settlement of all claims for indemnity, temporary total <sup>past medicals,</sup> and permanent disability, <sup>settlement is contingent on</sup> vacation of the Court of Appeals order in this matter.
  2. Medicals : 36,360.00 to be paid for future medical benefits.  
~~3. Continue temporary total disability until~~
  3. The employer/carrier will prepare an Agreement and Release, releasing parties or entities from all claims by the claimant which will be signed by the claimant and claimant's attorney. Def's. will include Wicah Mohawk language in the clinical agreement.
- Dated this 29th day of November, 2017.
4. Defendants will file a joint motion to vacate to the Court of Appeals within 30 days with the consent of the Claimant.
  5. Defendants will pay mediation fee.
  6. Defendants will pay conditional payment of \$247.51 directly to medicare.

  
\_\_\_\_\_  
Sara Wilson  
Claimant

  
\_\_\_\_\_  
Charleston County School District

  
\_\_\_\_\_  
Tiffany R. Spann-Wilder  
Attorney for Claimant

  
\_\_\_\_\_  
Leslie M Whitten  
Attorneys for Defendants

  
\_\_\_\_\_  
Blake A. Hewitt  
Attorney for Claimant

SIGNED BEFORE:

  
\_\_\_\_\_  
Allison M. Carter  
Mediator