

BEFORE THE SOUTH CAROLINA  
WORKERS COMPENSATION COMMISSION  
W.C.C. File No. 1504993

**RECEIVED**  
JAN 02 2018  
SC Court of Appeals

Horace L. Adell, Jr. )  
Claimant, )  
 )  
-vs- )  
Clean Streak, Inc., )  
Employer, )  
 )  
-and- )  
 )  
Builders Mutual Insurance Company, )  
Carrier/Defendants. )  
\_\_\_\_\_ )

**SETTLEMENT AGREEMENT  
AND RELEASE  
("Clincher")**

This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of the Claimant, Horace L. Adell, Jr. The Claimant is represented by Daniel E. Peagler of Michael Johnson & Associates, PC of Columbia, South Carolina. The Defendant, Builders Mutual Insurance Company, is represented by George A. Taylor of Callison Tighe & Robinson, LLC, of Columbia, South Carolina. The Defendant, Clean Streak, Inc., is represented by Mikell Wyman of Gallivan White & Boyd, PA of Charleston, South Carolina. The South Carolina Workers' Compensation Commission has jurisdiction.

Claimant alleges that, on or about March 24, 2015, while an employee of Clean Streak, Inc., he sustained injuries by accident arising out of and in the course of employment, suffering injuries to his neck and back. The Claimant asserts that medical treatment was necessitated by the injuries, and that he is in need of and entitled to additional medical treatment, as well as compensation benefits, both temporary and

permanent. The Defendants have disputed all claims for benefits under the South Carolina Workers' Compensation Act.

The claim is currently before the South Carolina Court of Appeals on the issue of compensability.

The Claimant's average weekly wage at the time of the alleged accident was \$1,500.00, rendering a compensation rate of \$766.05.

The parties hereto now advise that, in view of the aforementioned dispute, an Agreement has been reached between the Claimant and the Defendants to settle this matter in its entirety, subject only to the approval of the South Carolina Workers' Compensation Commission.

Under the proposed Settlement Agreement, the Defendants have agreed to pay, and the Claimant has agreed to accept the lump sum of Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00), for a complete and final release of, and in full settlement and satisfaction of, every liability of the Defendants of whatever nature or kind under the South Carolina Workers' Compensation Act growing out of or in any way connected with the aforescribed accident. 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 incurred prior to the date of the Order and as approved by this Commission, including those causally-related medical expenses paid by the Claimant's health insurance provider, but that any and all further medical expenses of whatever nature or kind thereafter shall be the express liability of the Claimant, and that the Defendants shall have no liability therefor.

2017, for a period of 1,244.88 weeks representing the life expectancy of the claimant; and

3. \$81,068.51 dollars as attorney's fees and costs; this pursuant to a written agreement between the claimant and his/her attorney of record pursuant to Sections 42-9-10 and 42-9-20 of the 1976 Code of Laws as interpreted by the South Carolina Supreme Court decision of James v. Anne's Inc., 390 S.C. 188, 701 S.E.2d 730 (2010); Cf. Utica Mohawk Mills v. Orr 227 S.C. 226, 87 S.E.2d 587 (1955) and Sciarotta v. Bowen, 837 F.2d 135 (3d Cir. 1988).

By their signature hereon, the Claimant and Claimant's attorney acknowledge and warrant that the Claimant has been fully advised of all rights under the laws of the State of South Carolina, and the Claimant specifically warrants herein that he is of the opinion that the proposed settlement is reasonable and fair. In this opinion, the Claimant's attorney concurs and, together with Claimant, respectfully requests this Commission approve the Settlement as set forth above. Both the Claimant and Claimant's attorney acknowledge that the Commission relies on these representations and assurances by the Claimant and his Counsel that the Claimant has had the opportunity to be and has been fully advised of his rights under the laws of the State of South Carolina. The Claimant further acknowledges and warrants consent to, and the approval of, this Order as a final determination and adjudication of all benefits and claims for damages to which the Employee might be entitled from the Defendants and a complete release of all liabilities of the Defendants under the laws of the State of South Carolina growing out of, or in any way connected with, the aforesaid accident.

This Commission is of the opinion that the Settlement between the parties, the terms of which are set forth herein, is both reasonable and proper and should be approved.

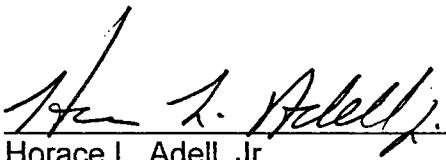
NOW, THEREFORE, IT IS ORDERED that the terms of the settlement as set forth herein are hereby approved and confirmed, and the Defendants shall make payment as provided hereunder, and the Defendants are hereby fully and forever released and discharged of all liabilities of whatever kind and nature under the laws of the State of South Carolina growing out of, or in any way connected with, the aforesaid accident, so that this matter is res judicata and not subject to review under any conditions.

Nothing herein shall be construed to prevent Claimant from proceeding on any third-party claim; nor shall any provision hereof affect the rights of the Defendants under South Carolina Code §42-1-560, and any other provisions under the Act or at law or equity relating to the viability and enforceability of the Carrier's lien on proceeds of recoveries from third parties.



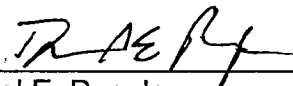
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George A. Taylor  
Callison Tighe & Robinson, LLC  
Counsel for Defendant Builders Mutual Ins.



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Horace L. Adell, Jr.



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Daniel E. Peagler  
Michael Johnson, P.C. & Associates  
Counsel for Claimant

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Mikell Wyman  
Gallivan White & Boyd, PA  
Counsel for Defendant Clean Streak, Inc.

December \_\_\_\_\_, 2017

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George A. Taylor  
Callison Tighe & Robinson, LLC  
Counsel for Defendant Builders Mutual Ins.

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Horace L. Adell, Jr.

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Daniel E. Peagler  
Michael Johnson, P.C. & Associates  
Counsel for Claimant

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Mikell Wyman  
Gallivan White & Boyd, PA  
Counsel for Defendant Clean Streak, Inc.  
*With authorization from  
Horace L. Adell, Jr.,  
President, Clean Streak, Inc.  
12/20/17*

December \_\_\_\_\_, 2017



**George A. Taylor** - Member  
803-404-6900  
GeorgeTaylor@callisontighe.com

CALLISON  TIGHE

December 29, 2017

Debbie Backman  
Claims Department  
South Carolina Workers' Compensation Commission  
Post Office Box 1715  
Columbia, South Carolina 29202-1715

RECEIVED  
JAN 02 2018  
SC Court of Appeals

**RE: Horace L. Adell, Jr. v. Clean Streak, Inc., et al**  
**Claim No. WCV001022567 - Matter ID: 1254**  
**SCWCC No. 1504993**  
**Appellate Case No. 2017-000084**  
**Our File No. 3399.495**

Dear Ms. Backman:

Enclosed please find the original and two copies of a Settlement Agreement & Release (Clincher), together with this firm's check in the amount of \$25.00, in the above-referenced matter. Also enclosed please find the executed Form 19. Please file the originals and return clocked-in copies of the Settlement Agreement & Release and Form 19 to me in the envelope provided.

Thank you for your assistance in this matter.

Sincerely yours,



George A. Taylor

GAT/mce  
Enclosures

cc:  SC Court of Appeals (w/enclosures)  
Daniel E. Peagler, Esquire (w/enclosures)  
Mikell Wyman, Esquire (w/enclosures)  
Christie Gardner, Builders Mutual Insurance Company (w/enclosures)

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FIRST-CLASS MAIL

12/29/2017

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JAN 02 2018

SC Court of Appeals

The Honorable Jenny Abbott Kitchings  
Clerk, Court of Appeals  
1015 Sumter Street  
Columbia, SC 29211



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