

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas  
R. Knox McMahon, Circuit Court Judge

**RECEIVED**  
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SC Court of Appeals

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Case No. 2016-CP-32-02419  
Case No. 2016-CP-32-02397

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Hawi Kebede, Mekilit A. Lemu and Schewangiz K. Moses ..Respondents,  
v.  
Amick Farms, LLC and OSI Group.....Appellants.

And  
Tizezew Tadese..... Respondent,  
v.  
Amick Farms, LLC and OSI Group.....Appellants.

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**INITIAL BRIEF OF APPELLANTS AMICK FARMS, LLC AND OSI GROUP**

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**STATEMENT OF ISSUES ON APPEAL**

**1. DID THE CIRCUIT COURT ERR WHEN IT RULED ON THE MERITS THAT JUDICIAL ESTOPPEL BARS APPELLANTS FROM ASSERTING A DEFENSE THAT THESE ACTIONS ARE BARRED BY THE EXCLUSIVITY PROVISION OF THE SOUTH CAROLINA WORKERS' COMPENSATION ACT?**

## STATEMENT OF THE CASE AND FACTS

In July 2013, Hawi Kebede, Mekilit A. Lemu, Shewangiz K. Moges, and Tizezew Tadese (collectively, the “Workers”) were employed by Employer Solutions Staffing Group, LLC (“ESSG”), a temporary staffing agency. (R. pp. \_\_, ¶¶ \_\_). [West Dep. p. 29, l. 15 – p. 30, l. 13; Yvonne Hairston Dep. p. 13, ll. 22-25]. Pursuant to the terms of a Temporary Staffing Service Provider Agreement (“Agreement”) between ESSG and Amick Farms, LLC<sup>1</sup> dated January 30, 2013, ESSG provided temporary laborers, including the Workers, to Amick Farms, a chicken processing facility in Batesburg-Leesville, South Carolina. (R. pp. \_\_, ¶¶ \_\_). [West Dep. p. 27, l. 20 – p. 28, l. 12]; [Agreement]. The work performed by the Workers was identical to that performed by Amick Farms’ employees and was directly related to Amick Farms’ core business: processing chickens. (R. pp. \_\_, ¶¶ \_\_). [Michael Head Dep. p. 58, ll. 10-19; West Dep. p. 7, ll. 7-8 (Amick Farms is a “fully-integrated chicken processing operation.”)]. The parties contractually agreed that the temporary workers provided to Amick Farms pursuant to the Agreement “are and will be employed solely by ESSG” and that “under no circumstances shall an employee of [ESSG] or its subcontractors be deemed or construed to be an employee of Amick Farms.” (R. pp. \_\_, ¶¶ \_\_).

In these two actions, the Workers have alleged that on July 8, 2013, after working a regular night shift, they were being transported home from work by their co-worker, Rahmel York (“York”). (R. pp. \_\_, ¶¶ \_\_). [Compl. ¶ 5]. York was driving a van owned by ESSG. (R. pp. \_\_, ¶¶ \_\_). [York Dep. p. 12, l. 1 – p. 13, l. 1; p. 19, ll. 15-25]. Like the Workers, York was directly employed by ESSG and assigned to work on the processing lines at Amick Farms. (R. pp. \_\_, ¶¶ \_\_). [*Id.* p. 6, ll. 17-20; p. 11, ll. 6-25]. York fell asleep while driving the ESSG van,

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<sup>1</sup> Amick Farms, LLC and OSI Group will collectively be referred to herein as “Amick Farms.” OSI Group has a partial ownership interest in Amick Farms.

causing a one-car accident in which the Workers were injured. (R. pp. \_\_, ¶¶ \_\_). [See *id.* p. 31, ll. 1-3].

After the accident, the Workers filed workers' compensation claims with the South Carolina Workers' Compensation Commission ("Commission"), naming ESSG and Amick Farms as their employers. However, Amick Farms was subsequently dismissed from the proceedings by agreement of all parties, including the Workers. (R. pp. \_\_). [April 27, 2015 Consent Orders]. In pertinent part, the Consent Orders filed with the Commission in April 2015 each state: "Claimant was an employee of ESSG, a temporary staffing company that through a contract dated January 30, 2013, provided staffing services to Amick Farms. As part of that contract, ESSG agreed that it was the sole employer of its employees, that it provided workers' compensation insurance coverage for them, and that it would indemnify Amick Farms from, among other things, workers' compensation claims brought by its employees against Amick Farms." (R. pp. \_\_). [*Id.*]. ESSG subsequently paid workers' compensation benefits to the Workers. (R. pp. \_\_, ¶¶ \_\_). [West Dep. p. 55, ll. 2-6; Amanda Goldsberry Dep. p. 4, ll. 17-21].

On July 7 and 8, 2016, the Workers filed the instant actions against Amick Farms asserting tort claims for negligent supervision and negligent entrustment premised on alleged actions or omissions regarding the working conditions at Amick Farms and whether York should have been driving the ESSG van after experiencing those working conditions. (R. pp. \_\_, ¶¶ \_\_). [Compls. ¶¶ 9-16]. Amick Farms moved to dismiss both of these actions pursuant to Rule 12(b)(1), SCRCPP, on the grounds that the Circuit Court lacks subject matter jurisdiction. The Workers' tort claims are barred by the exclusivity provision of the South Carolina Workers' Compensation Act (the "Act"), S.C. Code. Ann. § 42-1-540, because at all relevant times the Workers were Amick Farms' statutory employees as defined by the Act.

The Circuit Court heard Amick Farms' motions to dismiss on August 2, 2017. The Workers did not oppose Amick Farms' motions on the substantive law of statutory employment under the Act. (R. pp. \_\_\_\_ ) [Aug. 2, 2017 Trans. p. 21, ll. 12-15; p. p. 23, ll. 1-6; p. 25, ll. 21-25; p. 26, l. 1; p. 27, ll. 8-13]. Rather, they argued that, based on the Consent Orders dismissing Amick Farms from the workers' compensation proceedings, Amick Farms should be judicially estopped from asserting that the Workers were Amick Farms' statutory employees. (R. pp. \_\_, ¶¶ \_\_ ). [Opposition Brief, pp. 8-10]. The Workers argued that Amick Farms represented to the Commission that ESSG was the Workers' "sole employer" (per the literal words in the Agreement), and that Amick Farms' position before the Commission was, among other things, inconsistent with Amick Farms' current position. The Workers asserted that Amick Farms' position was submitted "as part of the Defendants' plan to either mislead the Commission or this Court regarding the employment status of the workers" and inconsistent with its position before the Circuit Court that it was the Workers' statutory employer. (R. pp. \_\_, ¶¶ \_\_ ). [*id.* at pp. 9-10].

On December 15, 2017, the Circuit Court entered substantively identical orders in both cases denying Amick Farms' motions to dismiss. The Circuit Court held that Amick Farms is judicially estopped from asserting its statutory employer defense. Specifically, the Circuit Court ruled that "Defendants are judicially estopped from asserting that they are the employer of the Plaintiffs, statutory or otherwise," and that "[t]his Court will not allow the Defendants to change their position regarding the Plaintiffs' employment in an effort to avoid liability." (R. pp. \_\_ ). [Orders, p. 5]. Amick Farms filed Notices of Appeal dated December 19, 2017.

## STANDARD OF REVIEW

Judicial estoppel is “an equitable concept that must be applied with caution and in the *narrowest of circumstances* at the discretion of the trial court.” *Carrigg v. Cannon*, 347 S.C. 75, 84, 552 S.E.2d 767, 772 (Ct. App. 2001) (emphasis added) (citing 28 Am. Jur. 2d *Estoppel & Waiver* § 75 (2000)); *see also Cothran v. Brown*, 357 S.C. 210, 216, 592 S.E.2d 629, 632 (2004) (“The doctrine of judicial estoppel is an equitable concept and should be applied sparingly....”) In ruling on this equitable argument, this Court may rule according to its own view of the law and of the preponderance of the evidence. *Townes Assocs., Ltd. v. Greenville*, 266 S.C. 81, 85, 221 S.E.2d 773, 775 (1976).

With respect to Amick Farms’ underlying motions to dismiss based on its arguments that the Workers’ exclusive remedy is under the Act, the question presented is one of jurisdiction to be determined as a matter of law. *See Porter v. Labor Depot*, 372 S.C. 560, 567, 643 S.E.2d 96, 100 (Ct. App. 2007). “When deciding questions of law, [the appellate court] has the power and duty to review the entire record and decide the jurisdictional facts in accord with its view of the preponderance of the evidence.” *Poch v. Bayshore Concrete Prods. S.C., Inc.*, 386 S.C. 13, 21, 686 S.E.2d 689, 693 (Ct. App. 2009). In the specific context of whether the Act applies to a given matter, “[i]t is the policy of South Carolina courts to resolve jurisdictional doubts in favor of the inclusion of employers and employees under the Workers’ Compensation Act.” *Id.* at 21, 686 S.E.2d at 693-94 (emphasis added) (affirming dismissal based on the Act’s exclusivity provision).

## ARGUMENT

### **I. JUDICIAL ESTOPPEL DOES NOT APPLY TO ASSERTIONS OF LEGAL THEORIES.**

Amick Farms’ argument that it was the Workers’ statutory employer for purposes of the Act is a legal theory based on established legal principles, not an assertion of fact. As an initial

and dispositive matter, judicial estoppel does not apply to assertions of legal theories or conclusions of law; it applies *only* to facts. *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 251, 489 S.E.2d 472, 477 (1997) (“[T]he doctrine [of judicial estoppel] does not apply to conclusions of law or assertions of legal theories.”). It is also clear that the determination of a worker’s status as a statutory employee is a conclusion of law. *Porter*, 372 S.C. at 567, 643 S.E.2d at 100; *Poch*, 386 S.C. at 21, 686 S.E.2d at 693. As a result, the Circuit Court erred as a matter of law in ruling that Amick Farms was judicially estopped from asserting that it was the Workers’ statutory employer for purposes of the Act.

Although the Circuit Court cited *Hayne* for the general proposition that a “party cannot assert one set of facts in litigation and then change those facts in subsequent litigation” (R. pp. \_\_\_, ¶¶ \_\_\_) [Orders, p. 3], this statement is irrelevant to the issue presented here: whether Amick Farms was the Workers’ statutory employer as a matter of law. The Circuit Court did not address the distinction between factual and legal arguments in the context of the doctrine of judicial estoppel, let alone apply the doctrine accordingly. The Circuit Court did not otherwise distinguish *Hayne*.

The Workers, for their part, sought to sidestep this decisive distinction between legal and factual assertions by citing a concurring opinion in *Quinn v. Sharon Corp.*, 343 S.C. 411, 540 S.E.2d 474 (Ct. App. 2000), which in turn relied on *Allen v. Zurich Insurance Co.*, 667 F.2d 1162 (4th Cir. 1982), a case decided fifteen years before the South Carolina Supreme Court adopted South Carolina’s standard for judicial estoppel in *Hayne*. The Workers argued that even though *Allen* applied *federal* law on judicial estoppel to prohibit varying statements of employment status, judicial estoppel nonetheless applies to the instant cases. The Workers are incorrect.

The *Allen* court explicitly stated that it was applying federal law in its application of judicial estoppel. *Allen*, 667 F.2d at 1167, n.4. The federal test *Allen* applied did not contain the five-factor test later mandated by the South Carolina appellate courts—and well after *Allen* was decided. See, e.g. *Carrigg*, 347 S.C. at 83, 552 S.E.2d at 771-72. Indeed, *Allen* applied a significantly broader test of a conflict of “legal position,” 667 F.2d at 1166, similar to the test of “assertions of legal theories” expressly rejected in *Hayne*. *Hayne*, 327 S.C. at 251, 489 S.E.2d at 477. Thus, the Workers’ position is fatally dependent upon this Court—as in the Circuit Court—disregarding South Carolina law as to the application of judicial estoppel in favor of contrary federal law. This Court should decline to do so.

*Allen* is also substantively inapplicable because it said nothing about the legal theory of statutory employment under the Act. Instead, *Allen* compared the factual assertion of “employee” in one lawsuit with the factual assertion of “joint venturer” in another. *Allen*, 667 F.2d at 1166-67.

In sum, *Allen* has no application to these cases. South Carolina law is clear that statutory employment is a question of law—not one of fact. Thus, judicial estoppel cannot be applicable. For this reason alone, the Circuit Court’s Orders should be reversed.

## **II. THE WORKERS CANNOT SATISFY THE REQUISITE ELEMENTS OF THE SOUTH CAROLINA TEST FOR THE APPLICATION OF JUDICIAL ESTOPPEL.**

Even assuming, for the sake of argument only, that judicial estoppel can apply to a legal theory, the Circuit Court’s Order is nevertheless erroneous and should be reversed because the Workers cannot establish the necessary elements for establishing judicial estoppel. Under South Carolina law, a party may only be estopped from asserting inconsistent factual positions if *all* of the following elements are satisfied: (1) two inconsistent positions are taken by the same party or parties in privity; (2) the positions are taken in the same or related proceedings; (3) the party

taking the inconsistent factual positions received some benefit from taking those positions; (4) the inconsistency is part of an “intentional effort to mislead the court;” and (5) the positions are “totally inconsistent.” *Cothran*, 357 S.C. at 215-16, 592 S.E.2d at 632. The burden of establishing estoppel falls upon the party asserting it. *Provident Life & Acc. Ins. Co. v. Driver*, 317 S.C. 471, 478, 451 S.E.2d 924, 929 (Ct. App. 1994). Here, the Workers have not satisfied (and cannot satisfy) elements (1), (4), or (5).

**A. Amick Farms did not take a “position” on the statutory employment issue in front of the Commission (element one).**

In the Consent Orders dismissing Amick Farms from the four workers’ compensation proceedings, all of the parties (including the Workers and ESSG) agreed to Amick Farms’ dismissal because “[a]s part of th[e Agreement], ESSG agreed that it was the sole employer of the employees, that it provided workers’ compensation insurance coverage for them, and that it would indemnify Amick Farms from, among other things, workers’ compensation claims brought by its employees against Amick Farms.” (R. pp. \_\_, ¶¶ \_\_). [Consent Orders, p. 1]. Thus, the parties understood that ESSG would be fully responsible for the Workers’ remedy under the Act. Importantly, there is no mention—much less discussion—of the statutory employer doctrine in the Consent Orders. No position was taken by Amick Farms (or any other party) in front of the Commission on that distinct legal issue.

As a practical matter, there would be no reason for a discussion on the issue of statutory employment because the statutory employer doctrine evolved to make sure workers have an available recovery under the Act. *See Adams v. Davison-Paxon Co.*, 230 S.C. 532, 545, 96 S.E.2d 566, 572 (1957) (“It was pointed out that the purpose of the statute is to extend the benefits of workmen’s compensation to workmen who otherwise would not be entitled to them. It is a protection of the employees of irresponsible contractors who do not provide workmen’s

compensation coverage for their employees, and prevents employers from escaping liability by doing through independent contractors what they would otherwise do through their own employees.”). Here, it was agreed in the Consent Orders that ESSG was fully responsible. Therefore, there was no reason to address the statutory employer issue.

*Cothran* is directly on point. There, the Court was faced with a situation where, in a prior criminal proceeding, the defendant had entered a guilty plea. Nonetheless, the Court found that judicial estoppel did not apply in a subsequent wrongful death civil suit “because McFaddin’s relative fault, if any, was not at issue in the guilty plea, [and thus] Brown is entitled to contest it in a subsequent civil proceeding.” *Cothran*, 357 S.C. at 217, 592 S.E.2d at 632. Of particular importance to the issue here, the Court in *Cothran* held: “Brown’s guilty plea is not totally inconsistent with his comparative negligence defense in the civil proceeding because McFaddin’s negligence, if any, **was not an issue** for consideration by the judge at the plea hearing.” *Id.* (emphasis added).

The same basis for the Supreme Court’s ruling in *Cothran* applies in the actions now before this Court. Because the statutory employment defense to a civil lawsuit was not at issue in the proceedings before the Commission, judicial estoppel cannot be applied to this case. Amick Farms did not take a position before the Commission on the issue of whether the Workers qualified under the Act as its statutory employees. Accordingly, the first element of the test for judicial estoppel cannot be satisfied here, and the Circuit Court’s application of judicial estoppel was erroneous and should be reversed.

**B. Amick Farms has not taken “totally inconsistent” factual positions (elements one and five).**

Judicial estoppel does not apply unless the factual positions taken by a party are “totally inconsistent.” *Cothran*, 357 S.C. at 215-16, 592 S.E.2d at 632. This Court has explained that

“totally inconsistent” means that “the truth of one position must necessarily preclude the veracity of the other position.” *Wright v. Craft*, 372 S.C. 1, 38, 640 S.E.2d 486, 506 (Ct. App. 2006). Thus, the question becomes: does Amick Farms’ position before the Commission that as a matter of *fact*, the contract between ESSG and Amick Farms made ESSG the sole employer of the Workers “necessarily preclude the veracity” of the assertion that as a matter of *law* the Workers were also Amick Farms’ statutory employees? The answer is no.

The Consent Orders summarize and state the contractual terms between ESSG and Amick Farms. (R. pp. \_\_, ¶¶ \_\_). The sentence at issue does not purport to do anything more than track the contract language, nearly verbatim. (R. pp. \_\_, ¶¶ \_\_). [*Compare* Consent Orders with Agreement ¶¶ 3(A), 17(B).] The contractual terms allocating employment for purposes of determining responsibility for paying workers’ compensation benefits does not, and cannot, supersede the Act or the judicial construction of statutory employment. *Abbott v. The Limited, Inc.*, 332 S.C. 171, 175, 503 S.E.2d 494, 497 (Ct. App. 1998), *rev’d on other grounds* 338 S.C. 161, 526 S.E.2d 513 (2000).

The Circuit Court’s ruling that judicial estoppel applies to this case is in direct conflict with this Court’s ruling in *Gentry v. Milliken & Co.*, 307 S.C. 235, 414 S.E.2d 180 (Ct. App. 1992). The Court in *Gentry* found that the South Carolina Industrial Commission’s finding that a person is one entity’s direct employee does not preclude a subsequent finding that this person is also the statutory employee of another. 307 S.C. at 238, 414 S.E.2d at 182. In *Gentry*, an employee of Sanders Brothers was fatally injured at the plant operated by the defendant, Milliken. *Id.* at 235, 414 S.E.2d at 181. Milliken had required Sanders Brothers to obtain workers’ compensation coverage for its direct employees and—as is the case here with the

Workers—the direct employer provided workers’ compensation benefits as a result of the incident. *Id.*

The plaintiff in *Gentry* advanced the same argument erroneously accepted by the Circuit Court here: that because the South Carolina Industrial Commission had previously found the decedent was an employee of Sanders Brothers, he could not have been Milliken’s statutory employee. The *Gentry* Court squarely rejected this argument. This Court ruled that “the finding that the decedent was Sanders Brothers’ employee did not preclude a finding [in circuit court] that the decedent was also Milliken’s statutory employee.” *Id.* at 238, 414 S.E.2d at 182. Here, as in *Gentry*, the fact that the parties to the Consent Orders—including the Workers—stipulated that the Workers were directly employed by ESSG pursuant to the Agreement, does not preclude a finding in these cases that the Workers were also Amick Farms’ statutory employees.

The Circuit Court’s order cannot be squared with *Gentry*. Had the Circuit Court followed this Court’s ruling in *Gentry*, it would have concluded that an agreement that ESSG is contractually bound to be the Workers’ employer in the workers’ compensation context does not “necessarily preclude the veracity” of a finding that the Workers were Amick Farms’ statutory employees for purposes of the Act and its exclusive remedy. *Gentry* explains that employment by one entity and statutory employment by another are distinct and fully compatible. At a minimum, these two concepts are not “completely inconsistent,” as required for judicial estoppel to apply.

**C. There is no basis whatsoever to conclude that Amick Farms intended to mislead the Court (element four).**

The Circuit Court also erred in summarily concluding that Amick Farms’ position in front of the Commission was “part of the Defendants’ plan to either mislead the Commission or this Court regarding the employment status of the workers.” (R. pp. \_\_, ¶¶ \_\_). [Orders, p. 5]

South Carolina law is unequivocal in requiring a party to put forth evidence that there was an intentional effort to mislead the court before applying judicial estoppel. *See, e.g., Simpson v. Simpson*, 404 S.C. 563, 575, 746 S.E.2d 54, 60-61 (Ct. App. 2013) (finding that inconsistent factual statements over time were not judicially estopped because there was “*no evidence* Wife sought to intentionally mislead the family court”) (emphasis added); *Sims v. Amisub of S.C., Inc.*, 408 S.C. 202, 213, 758 S.E.2d 187, 193 (Ct. App. 2014) (“While the positions asserted by Orłowski are inconsistent, there is *no evidence* they were intentionally asserted to mislead the court. Accordingly, Orłowski’s claims against the Respondents are not barred by judicial estoppel.”) (emphasis added).

The Circuit Court’s Orders do not identify a single piece of evidence to support the conclusion that Amick Farms’ position before the Commission was part of a plan to intentionally mislead either the Commission or the Circuit Court regarding the Workers’ employment status. Instead, the Order merely parrots this element without any findings whatsoever evidencing any supposed “plan.”

Further, the Workers have failed to adduce or present any evidence supporting such a “plan,” as required to meet their burden of showing that judicial estoppel applies. The Workers’ opposition memorandum filed in the Circuit Court contained a single, self-serving, and conclusory statement that the Consent Orders were submitted “as part of the Defendants’ plan to either mislead the Commission or this Court regarding the employment status of the workers.” (R. pp. \_\_, ¶¶ \_\_). [Memorandum, p. 10.] This Court will search in vain for any evidence submitted to support this statement.

Moreover, the Workers’ counsel tacitly admitted that no such evidence exists. They asserted in the Circuit Court that the “evidence” of Amick Farms’ alleged intent to mislead is,

somehow, its 2013 decision to enter into the Agreement with ESSG, *before* the injuries that are the subject of these actions even took place. (R. pp. \_\_, ¶¶ \_\_) [Aug. 2 Tran. p. 25, ll. 2-3 (Ex. L)]. This “evidence” is no evidence at all of any attempt to mislead the Commission or the Circuit Court.

As explained above, the Consent Orders the parties entered before the Commission resulted in a full remedy to the Workers under the Act and, therefore, there would not have been any reason to consider whether Amick Farms was the Workers’ statutory employer. This is the reason the issue of statutory employee did not arise before the Commission. There is simply no evidence before this Court of any “plan” otherwise.

For this reason, the Circuit Court erred in finding that the fourth element required for the application of judicial estoppel was met by the Workers. The failure of the Workers to establish elements one, four, and five, each independently required for the application of the doctrine of judicial estoppel, are fatal to their judicial estoppel claim. The Circuit Court’s Orders to the contrary are erroneous and should be reversed.

### CONCLUSION

For all of the reasons set forth above, this Court should reverse the Circuit Court’s finding that Amick Farms is judicially estopped from asserting the statutory employer defense in these actions. Amick Farms asks that the orders on appeal be reversed and remanded for further consideration of its motions to dismiss.

Respectfully submitted,

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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

R. Knox McMahon, Circuit Court Judge

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Appellate Case No. 2017-002573

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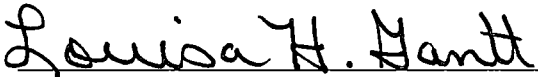
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I, the undersigned employee of Haynsworth Sinkler Boyd, P.A., do hereby certify that I have this 20th day of February, 2018, caused the forgoing Initial Brief of Appellants and Designation of Matter to be Included in the Record on Appeal to be served via U.S. mail, postage prepaid, on counsel of record at the addresses shown below:

Garryl L. Deas, Esquire  
The Deas Law Firm  
PO Box 1211  
Sumter, SC 29151  
[deaslawfirm@yahoo.com](mailto:deaslawfirm@yahoo.com)

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Charleston, SC 29403  
[cooper@mcleod-lawgroup.com](mailto:cooper@mcleod-lawgroup.com)

*Attorney for Respondents*

A handwritten signature in black ink that reads "Louisa H. Gantt". The signature is written in a cursive style and is positioned above a horizontal line.

Louisa H. Gantt  
Haynsworth Sinkler Boyd, P.A.

DM: 5296377 v.1

Haynsworth  
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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February 20, 2018

**VIA HAND DELIVERY**

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
1220 Senate Street  
Columbia, SC 29201

**RECEIVED**  
FEB 20 2018  
SC Court of Appeals

Re: *Hawi Kebede et al v. Amick Farms, LLC et al*  
C.A. No.: 2016-CP-32-02419  
*Tizezew Tadese v. Amick Farms, LLC et al*  
C.A. No.: 2016-CP-32-02397  
Consolidated Appellate Case No. 2017-002573  
HSB File No.: 03019.7005

Dear Ms. Kitchings:

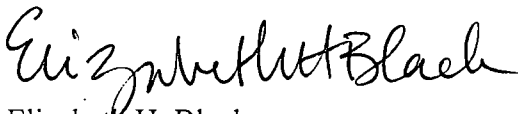
Enclosed herewith for filing is an original and one (1) copy of the Initial Brief of Appellants and Designation of Matter to be Included in the Record on Appeal regarding the above-referenced case together with a Proof of Service. Please file the originals and return a clocked copy to me via my courier.

Thank you for your assistance.

With kind regards, I am,

Sincerely yours,

HAYNSWORTH SINKLER BOYD, P.A.



Elizabeth H. Black

EHB/jmb

Enclosure

cc: Garryl L. Deas  
H. Cooper Wilson, III  
Steven H. Gistenson  
Michael F. Derksen

DM: 5296371 v.1