

BEFORE THE SOUTH CAROLINA  
WORKERS' COMPENSATION COMMISSION

Carl Gregory (Deceased), )  
 )  
Employee/Claimant, )  
 )  
vs. )  
 )  
APM Terminals, )  
 )  
Employer, )  
 )  
-and- )  
 )  
ARCH Insurance Company, )  
 )  
Carrier, )  
 )  
Defendants. )  
\_\_\_\_\_ )

WCC File No.: 1413229

FULL COMMISSION DECISION AND ORDER

**RECEIVED**

JUL 10 2018

SC Court of Appeals

**HEARING:** Held in Columbia, South Carolina, on March 19, 2018

**APPEARANCES:** S. Scott Bluestein, Esq., counsel for Dependent/ 1<sup>st</sup> Appellant Johnetta Gregory; Thomas R. Goldstein, Esq., counsel for alleged Dependent/ 2<sup>nd</sup> Appellant Terrence McNeil; and J. Hubert Wood, III, Esq. counsel for Defendant/ Respondents

**PURPOSE OF HEARING:** To determine the issues raised within the Form 30s, Briefs of the parties, and all other issues raised on appeal.

**DECISION AND ORDER:** The Honorable Commissioners James, Taylor and Wilkerson (Chair)

**FILED:** June 5, 2018.

## STATEMENT OF CASE

This matter arises from an original admitted compensable injury. Carl Gregory ("Decedent") was assigned permanent impairment ratings as the result of a May 20, 2014 accident, for his shoulder and back injury. Decedent subsequently died from causes unrelated to his workers' compensation claim on July 17, 2016. A settlement of the scheduled permanent partial disability benefits the Decedent would have otherwise been entitled to receive was reached between the Decedent's surviving spouse, Johnetta Gregory, and the Defendants conditioned upon a dependency hearing to determine the next of kin dependent upon the Decedent for support under §42-9-280 and the consent to the settlement terms of all individuals so determined.

A hearing was held in which Commissioner Susan S. Barden determined that Johnetta Gregory ("Gregory") was the Claimant's surviving spouse, that Terrence McNeil ("McNeil") was the Decedent's son, and that Gregory and McNeil were both dependent on the Decedent and entitled to equally split the settlement of Decedent's scheduled permanent partial disability benefits under SC Code 42-9-280. The Single Commissioner further found that the South Carolina Workers' Compensation Act ("SCWCA"), not the South Carolina Probate Code, governed as to how the settlement funds were to be distributed.

Gregory and McNeil both timely filed Form 30s to appeal.

## STANDARD OF REVIEW

The Full Commission may review an award of the Single Commissioner and make its own Findings of Fact and Conclusions of Law either consistent or inconsistent with those of the Hearing Commissioner. S.C. Code §42-17-50; Green v. Raybestos-Manhattan, Inc., 250 S.C. 58, 156 S.E.2d

318 (S.C. 1967); Lowe v. Am-Can Transport Services, Inc., 283 S.C. 534, S.E.2d 87 (Ct. App. 1984).

### **QUESTIONS PRESENTED**

- 1) Is Gregory the Decedent's only dependent?**
- 2) Did the Single Commissioner improperly hold that McNeil was Decedent's dependent?**
- 3) Was McNeil dependent upon the Decedent under SC Code 42-9-280?**
- 4) Should the benefits from the settlement be divided equally between Gregory and McNeil under SC Code 42-9-280?**
- 5) Did McNeil provide evidence he was dependent upon the Decedent three (3) months or more prior to the May 20, 2014 accident pursuant to SC Code 42-9-120?**
- 6) Does the SC Probate Code, not the SCWCA, determine who is entitled to the Decedent's workers' compensation benefits?**

### **ARGUMENT OF APPELLANT GREGORY**

Gregory contends that she was the only person dependent upon the Decedent pursuant to §42-9-110 and §42-9-120; that she, as the Decedent's widow, is entitled to all of the Decedent's permanent partial disability benefits under SC Code 42-9-280; that McNeil was not dependent upon the Decedent under §42-9-280; that McNeil did not meet his burden that he was dependent upon the Decedent for a period of three (3) month or more prior to the Decedent's May 20, 2014 work related accident under §42-9-120; that McNeil is not entitled to any of the of the Decedent's permanent partial disability benefits under SC Code 42-9-280; and that the Single Commissioner erred in

awarding half of the Decedent's benefits to McNeil.

Gregory claims that the undisputed facts further show that McNeill was over forty (40) years old at the time the Decedent was injured, earns a living through his own flooring business, owns two (2) homes, was independent from the Decedent, did not provide any written evidence of how much and how often he allegedly received funds from the Decedent, did not report the alleged funds on his tax returns, the gifts were not for life's necessities, used the money for a luxury car and a second home, and did not provide specific information about when he received said gifts.

Instead, Gregory contends that the evidence merely shows that the Decedent may have given McNeil gifts at some point in time before he passed away and does not show that McNeil was dependent upon the Decedent for life's necessities at least three (3) months or more prior to the May 12, 2014 accident. As such, McNeill did not present evidence that he was the Decedent's dependent and hence, is not entitled to the Decedent's benefits.

Gregory also argued that the SCWCA, not the SC Probate Court, governs on how to distribute the Decedent's benefits.

#### **ARGUMENT OF APPELLANT MCNEIL**

It was the position of McNeil that the Single Commissioner correctly applied the law and awarded benefits accordingly. McNeil testified that the Decedent was his father and that he was dependent upon the Decedent for financial support because the Decedent provided him with financial support, gave him money on occasions for his car payment until the Decedent got sick, and the Decedent contributed towards the insurance payments for his work truck. As such, he argues that he was dependent upon the Decedent for life's necessities under SC Code 42-9-280 and entitled to half of the Decedent's permanent partial disability benefits.

McNeil further claims that the Decedent's will and the SC Probate Code should be used to determine how to allocated the Decedent's SCWCA permanent partial disability benefits.

### **ARGUMENT OF RESPONDENTS**

The Respondents' position is that the settlement of the amount of the Decedent's SCWCA permanent partial disability benefits is valid and that the SCWCA should be used to determine how to allocate the funds associated with settlement of Decedent's SCWCA scheduled permanent partial disability benefits.

### **FINDINGS OF FACT**

Based on the testimony, arguments of the parties, Single Commissioner's record, and APA Submissions, we hereby affirm in part and reverse in part. We find as fact the following:

1. The parties are hereby subject to and bound by the South Carolina Workers' Compensation Act.
2. The Decedent sustained a compensable injury on May 20, 2014, where he injured his shoulder (a "complete tear" of his right rotator cuff) and back.
3. The Decedent's average weekly wage is \$2,798.52, yielding a compensation rate of \$752.16.
4. On March 18, 2016, Dr. Robert J. Schoderbak assigned the Decedent a 20% permanent impairment rating to the right shoulder.
5. On April 1, 2015, the Decedent's treating physician assigned him a 5% permanent impairment to his lumbar spine.
6. The Decedent subsequently died on July 17, 2016 from lung cancer, which was unrelated to his workers' compensation claim of May 20, 2014.

7. A settlement to settle comprehensively both the state workers' compensation claim and the concurrent Longshore and Harbor Workers' Compensation Act claim for a total of \$45,000.00 was reached.

8. Gregory is the Decedent's surviving spouse and they were married in 2005.

9. At the time of his death, the Decedent and Gregory were residing together in Mt. Pleasant, South Carolina.

10. Gregory was dependent upon the Decedent for support, which was stipulated to by all parties.

11. Gregory and Decedent had no children together.

12. Decedent did not provide any support to Gregory's children from her previous marriage.

13. Virginia Pinckney, Decedent's sister, admitted she was not dependent upon him for financial support.

14. McNeil was born in 1973.

15. McNeil testified that he was the Decedent's son, owns two (2) homes and two (2) cars, has children of his own, is not a student or in school, and is not mentally or physically handicapped.

16. McNeil owns his own business, a tile and flooring company, is a hard worker, is able to work in the floor and tile business, makes money in his business and was doing ok financially.

17. McNeil has his own source of income through his business, did not live with the Decedent, and lived on his own with his family.

18. After the settlement, Defendants performed a thorough and adequate dependency

investigation to determine Decedent's dependents. The Dependency Investigation showed "[a]t the time of the claimant's accident,...[McNeil] stated his father was assisting him financially only with his truck payments."

19. McNeil testified at the hearing that the Decedent gave him money on occasion for his car payment until the Decedent got sick. However, McNeil decided to buy a nice SUV and could have purchased a cheaper SUV with lower monthly payments. Since he was doing "ok" with his flooring business, he wanted to purchase the nicer car.

20. McNeil testified that the Decedent contributed towards the insurance payments for his work truck for a year and a half before the Decedent became sick with cancer. The exact date the Decedent became sick with cancer is not established in the record.

21. McNeil was never listed on the Decedent's tax returns as a dependent.

22. There is no written record of exactly how much money the Decedent gave McNeil.

23. McNeil did not report any of the money the Decedent gave to him on his taxes.

24. Apart from the Decedent's surviving spouse, Johnetta Gregory, there were no other next of kin dependent upon the Decedent's earnings for support and specifically, McNeil was not dependent upon the Decedent's earnings for support.

### **CONCLUSIONS OF LAW**

1. The Decedent died on July 17, 2016 for causes unrelated to the workplace accident.

2. The Employer and Carrier have made reasonable, due and diligent good faith dependency investigations to determine those person entitled to benefits under the SCWCA.

3. The Decedent earned an average weekly wage of \$2,798.52, which yields a compensation rate of \$752.16.

4. Gregory and the Decedent were legally married at the time of his death.

5. Decedent suffered a work-related injury during and in the course and scope of his employment with APM Terminals/Universal Maritime Service Corporation on or about May 20, 2014.

6. Decedent injured his right shoulder and back in an admitted work-related injury.

7. Decedent has a 20% permanent impairment rating to the right shoulder and a 5% permanent impairment to his lumbar spine as a result of the work-related injury.

8. McNeil did not meet his burden to demonstrate that he was dependent upon the Decedent, under SC Code §42-9-280, to be entitled to half of the settlement of Decedent's entitlement to scheduled permanent partial disability benefits owed to the Decedent at the time of his death. In order to be entitled, McNeil must show that he was dependent upon the Decedent to provide him with the reasonable necessities of life at least three (3) months before the Decedent was injured in the work-related injury. The facts do not demonstrate that McNeill relied upon the Decedent for support and maintenance of the reasonable necessities of life. The facts show that the Decedent, a grown man, had his own flooring company to provide him with the reasonable necessities of life and that the Decedent gave him money on occasion to help with insurance or payments on an Infinity SUV and a truck. Insurance payments and car and truck payments do not qualify as support of the reasonable necessities of life.

9. The following sections of the South Carolina Workers' Compensation Code are relevant:

A. "The term 'surviving spouse' includes only the decedent's wife or husband living with or dependent for support upon the decedent at the time of the decedent's death..." SC

Code §42-1-175.

B. "The term 'child' shall include a posthumous child, a child legally adopted prior to the injury of the employee and a stepchild or acknowledged illegitimate child dependent upon the deceased, but does not include married children unless wholly dependent upon him....'Child'...include only persons under eighteen years of age or wholly dependent upon the employee." S.C. Code §42-1-70. Under this section of the code, McNeil is not considered a "Child" presumed to be dependent upon the Decedent, because McNeil at the time of the work-related injury was over eighteen (18) years old as he was born in 1973.

C. "A surviving spouse or a child shall be conclusively presumed to be wholly dependent for support on a deceased employee." SC Code §42-9-110.

D. "In all other cases questions of dependency, in whole or in part, shall be determined in accordance with the facts as the facts may be at the time of the accident; but no allowance shall be made for any payment in lieu of board and lodging or services and no compensation shall be allowed unless dependency existed for a period of three (3) months or more prior to the accident." SC Code §42-9-120. §42-9-120 requires a person claiming dependency to show that this dependency existed three (3) or more month prior to the Decedent's work-related injury.

E. "When an employee receives or is entitled to compensation under this title for an injury covered by the second paragraph of Section 42-9-10 or 42-9-30 and dies from any other cause than the injury for which he was entitled to compensation, payment of the unpaid balance of compensation shall be made to his next of kin dependent upon him for support, in lieu of the compensation the employee would have been entitled to had he lived. But if the death is due

to a cause that is compensable under this title and the dependents of such employee are awarded compensation therefor, all right to unpaid compensation provided by this section shall cease and determine.” SC Code §42-9-280 (emphasis supplied). This section does not state that partial dependents are entitled to the Decedent’s disability benefits under SCWCA.

10. “Section 42-9-280 plainly affords **dependent** survivors all benefits due to an injured claimant who suffered a physical loss when the claimant later dies from a cause unrelated to the workplace injury.” McMahan v. S.C. Department of Education-Transportation, 417 S.C. 481, 491, 790 S.E.2d 393 (Ct. App. 2016)(emphasis supplied). The South Carolina Workers’ Compensation Act (“Act”) does not define dependency and only designates those persons who are conclusively presumed to be wholly dependent upon a deceased employee. South Carolina Second Injury Fund v. Young, 301 S.C. 301, 392 S.E.2d 807, 809 (Ct. App. 1990).

11. The South Carolina Supreme Court defined the term dependency in Day v. Day, 216 S.C. 334, 58 S.E.2d 83 (1950).

It is generally held that unless a Workmen's Compensation Act specifically sets forth who shall be considered wholly or partially dependent on the earnings of an employee, dependency and the extent thereof are to be determined as questions of fact in accordance with the facts as they exist at the time of the injury to the employee.

Our Act does not define dependency, and does not specifically indicate who are dependents, except the designated persons who are conclusively presumed to be wholly dependent upon the deceased employee. Stated generally, a dependent is one who looks to another for support and maintenance; **one who is in fact dependent-one who relies on another for the reasonable necessities of life.**

Day, 216 S.C. at 342, 58 S.E.2d at 86-87 (emphasis supplied). In order to be considered a dependent of the Decedent, McNeil has the burden to demonstrate that he looked to the Decedent for support and maintenance for the reasonable necessities of life.<sup>2</sup>

The S.C. Supreme Court in Wilson v. Southern Farm Bureau Cas. Ins. Co., 247 S.C. 310, 147 S.E.2d 250 (1966) was called upon to interpret the term dependent in an insurance context. The court found that where the evidence showed that insured motorist's son, who was involved in accident, was not only self-supporting but was in addition supporting a wife and contributing money to support the household of his parents, the son was not a dependent. "The evidence in the instant case shows that far from being dependent upon his father or mother, Elton Inabinet, Jr. was not only self-supporting, but was in addition supporting a wife and contributing some money to the support of the household of his parents." Id. at 315. The Wilson court cited and relied upon Day in making its determination. The facts of Wilson are very similar to this case as McNeil is self-supporting with a job, two (2) houses and two (2) automobiles.

12. Gregory is the surviving spouse of the Decedent and is conclusively presumed to be wholly dependent upon the Dependent for support under SC Code §42-9-110, which was stipulated to by all of the parties.

13. There is no evidence that the Decedent gave McNeil funds on a regular basis to provide McNeil with the reasonable necessities or necessities in life. Instead, the testimony and evidence shows that the Decedent may have occasionally provided McNeil with funds for his truck insurance, occasional gifts of money or the payment of a note on an Infinity SUV. An Infinity SUV

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<sup>2</sup> Actual receipt of support for a deceased parent will not be taken to establish dependency when the son or daughter of a deceased injured worker has not used resources reasonably available for his or her own support. Larson's Workers' Compensation Law, Ch. 97 § 97.04[4](Matthew Bender). Here, McNeil presented no evidence that the money he made in his flooring business was used by him to pay for the reasonable necessities of life. Instead, McNeil admits the funds given to him by the Decedent were used for an Infinity SUV payment and insurance payments, which are not reasonable necessities of life. By McNeil's own admission he was not in school or had mental or physical issues that prevented him from working and having to rely upon the Decedent for support.

car is not a reasonable necessary in life, especially where McNeil admitted he could have purchased a less expensive car. McNeil's testimony that he owns his own business in which he earns a living and owns two (2) houses demonstrates that he is independent of the Decedent, not dependent on him for support and maintenance for the reasonable necessities of life.

14. McNeil failed to provide enough specific evidence as to his alleged financial dependency on the Decedent. Instead, he provided broad statements with very little specifics as to how he was actually dependent upon the Decedent. McNeil's testimony consisted solely of bald assertions that he received money gifts from the Decedent. Not once did McNeil testify that he was dependent upon the Decedent to survive. McNeil did not provide the approximate dollar amounts of the Decedent's contributions to his own expenses, produce tax returns showing the amount of the alleged contributions or gifts, documentation of bills being paid by the Decedent, and tangible objective evidence of dependency. As such, there is no evidence that McNeil was dependent upon the Decedent to survive. Instead, the reasonable conclusion to reach from the testimony is that the Decedent may have given gifts to McNeil like what a parent is supposed to do when they can afford to give someone a gift. A gift from a parent is not enough to result in a working adult child to be a dependent of the parent. The same holds true here.

McNeill never indicated that he was dependent upon the Decedent for life's necessities. The testimony merely shows that McNeil may have received occasional gifts, help for an Infiniti SUV payments, work truck insurance payments, and money towards a second home. None of this qualifies to show that McNeil was dependent upon the Decedent to live.

15. McNeil has not met his burden that he relied upon the Decedent for the reasonable necessities of life as required by Section 42-9-280 and Day.

16. McNeill also has not met his burden that he was dependent upon the Decedent for a period of three (3) months or more prior to the Decedent's work related accident of May 20, 2014 as required by SC Code §42-9-120.

17. Under SC Code §42-9-120, McNeil is not entitled to compensation, unless he was dependent on the Decedent for a period of at least three (3) months prior to the Decedent's accident of May 20, 2014. McNeil merely testified that since October 26, 2011 or October 26, 2012, he received financial support of unknown amounts or duration, because the Decedent did things like a dad was supposed to do. (Tr. p. 109, lines 13-21). However, McNeil did not testify exactly what type of support he was provided, how much money was provided to him, when the money was provided, why the money were provided, what he spent the money on and that the money was used for his reasonable necessities of life. Instead, he only provided bold assertions that he received financial support at least three (3) months prior to the Decedent's May 2014 accident. However, bold assertions are not enough to prove dependency upon the Decedent.

18. The exact time frame McNeil claims to have received financial gifts from the Decedent for car insurance payments and car note payments is not clear from his testimony, and it cannot be specifically determined that he received these gifts three (3) or more months prior to May 20, 2014, as required by SC Code §42-9-120. With regard to the time frame of the alleged gifts he received from the Decedent, McNeil broadly testified as follows:

Q. Okay. Now in the years, say the last five, six years or so, leading up to his death, did he provide regular financial support for you?

A. Yes. Yes, he helped me out. He did a lot for me. You know, As a -- even being grown, at times you -- Times get a little tough. And I lost my Mom in '98. She got killed, and he was all I had, you know, to help me out, and he helped me out financially and did things like a dad -- Like a dad's supposed to.

See Tr. p. 109, lines 13-21.

This testimony amounts to broad statements with very little specifics as to how he was actually dependent upon the Decedent and does not satisfy the Act's requirements for McNeil to actually be dependent upon the Decedent. In this testimony, McNeil is merely stating the Decedent provided money to him and helped him out. It does not state that McNeil was dependent upon the Decedent for the five (5) or six (6) years before he died for life's necessities. Often, parents provide their children with gifts of money. However, this does not mean that the children were dependent upon these funds to pay for life's necessities. With regard to this claim, this holds especially true since McNeil was over forty (40) years old, had his own company and owned two (2) houses.

19. Other than this ambiguous testimony, the record is void of dates that McNeil supposedly received money or gifts from the Decedent. For example, McNeil does not state the dates he received the alleged gifts from the Decedent to make car and insurance payments. McNeil testified that the Decedent contributed towards the insurance payments for his work truck for a year and a half before the Decedent became sick with cancer. (Tr. p. 116 line 13- p. 117, line 23). The date the Decedent became sick with cancer is not established in the record. Since the Decedent was injured on May 20, 2014 and died on July 17, 2016, the Decedent could have first started contributing to McNeil's truck insurance two (2) years before the Decedent's death. If this was to occur, then the truck insurance payments would have started on or about July 17, 2014, which is almost two (2) months after the Decedent's work related accident and not three (3) months or more before the work related accident that the Act requires the dependency to commence.

As such, there is no way to determine from his testimony if the alleged gifts were received

by McNeil three (3) or more months prior to the Decedent's May 20, 2014 accident, which is required under the Act.

20. Since McNeil does not specifically state he received said gift or money three (3) months prior to May 20, 2014, he does not satisfy the requirements of §42-9-120 that he was dependent upon the Claimant for at least three (3) months before the work related accident. Accordingly, even assuming that McNeil was dependent upon the Decedent for the reasonable necessities of life, McNeil has not met his burden that this dependent existed for a period of three (3) months or more prior to the May 20, 2014 accident. Hence, McNeil is not entitled to half of the Decedent's SCWCA benefits.

21. McNeil incorrectly claims that the South Carolina Uniform Probate Code, §62-1-100, et. seq., not the SCWCA, determines who is entitled to Decedent's workers' compensation benefits. In Estate of Covington by Montgomery v. AT & T Nassau Metals Corp., 304 S.C. 436, 405 S.E.2d 393 (1991), a party claimed that the SC Probate Code, not the SCWCA, determined how the deceased claimant's compensation benefits are to be adjudicated. The South Carolina Supreme Court rejected an argument similar to McNeill's claim and held the SCWCA determined how compensation benefits are to be adjudicated. 304 S.C. at 439, 405 S.E.2d at 394.

The South Carolina Supreme Court stated the SCWCA "is the exclusive remedy for injured employees, and 'shall exclude all other rights and remedies of such employee, his personal representative, parents, dependents or next of kin ... at common law or otherwise ...' S.C.Code Ann. § 42-1-540. (emphasis supplied)." Id. The Court found that the SCWCA controlled:

As was stated with clarity in Cook v. Mack's Transfer, 291 S.C. 84, 352 S.E.2d 296 (Ct. App.1986) cert. denied 292 S.C. 230, 355 S.E.2d 861 (1987):

The Workers' Compensation Act provides an exclusive system of compensation in derogation of common law rights and is not cumulative or supplemental thereto, but wholly substitutional. Caughman v. Columbia YMCA, 212 S.C. 337, 47 S.E.2d 788 (1948). The compensation afforded by the Act is statutory in character, and *the right of any claimant thereto is dependent upon the terms and conditions of the statute.* Owens v. Herndon, 252 S.C. 166, 165 S.E.2d 696 (1969); Young v. Hyman Motors, Inc., 199 S.C. 233, 19 S.E.2d 109 (1942). These include the procedures for adjudicating a compensation claim as well as the terms and conditions of substantive entitlement. (Emphasis supplied). 291 S.C. at 87, 352 S.E.2d at 298.

304 S.C. at 439, 405 S.E.2d at 394.

22. Accordingly, since the Decedent's entitlement to compensation benefits was dependent upon the terms and conditions of SCWCA, the people who are entitled to share in the settlement of those benefits are to be determined under the SCWCA as well. The SC Probate Code is inapplicable.

23. Under §42-9-280, there were no next of kin dependent on the Decedent's earnings for support apart from his surviving spouse, Johnetta Gregory.

### **ORDER**

1. Defendants performed a good faith dependency investigation, which shows Gregory was the only dependent of Decedent.
2. It is affirmed that the SCWCA governs and determines who receives the Decedent's SCWCA benefits.
3. It is affirmed that Gregory is dependent upon the Decedent for support under SC Code §42-9-280 and §42-9-110.
4. It is reversed that McNeil was dependent upon the Decedent for support under SC Code §42-9-280.
5. It is reversed that McNeil was dependent upon the Decedent for support for a period

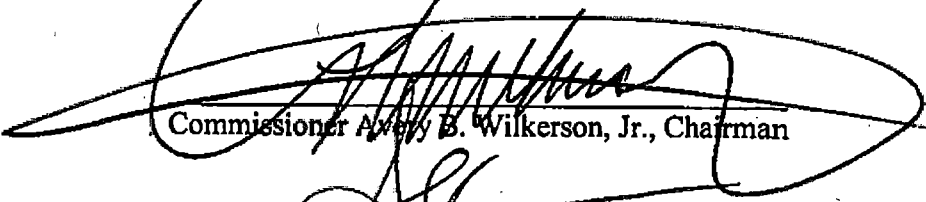
of three (3) months or more prior to the May 20, 2014 work accident under SC Code §42-9-120.

6. The allocation of the equal division of the Decedent's benefits between Gregory and McNeil is reversed, and Gregory is entitled to all funds associated with settlement of the Decedent's scheduled permanent partial disability benefits under the SCWCA.

**AND IT IS SO ORDERED.**

**SOUTH CAROLINA WORKERS'  
COMPENSATION COMMISSION**

By:   
Commissioner Melody E. James

  
Commissioner Avery B. Wilkerson, Jr., Chairman

  
Commissioner Aisha Taylor

Columbia, South Carolina  
6-5, 2018

**CERTIFICATE OF SERVICE**

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

***By Valerie Deller on June 5, 2018***

**BELK, COBB, INFINGER AND GOLDSTEIN, P.A.**

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July 6, 2018

Honorable V. Claire Allen,  
Deputy Clerk of Court  
S. C. Court of Appeals  
P. O. Box 11629  
Columbia, S. C. 29211

RE: Carl Gregory (Deceased) v. APM Terminals  
WCC File No.: 1413229  
Signal Claim No.: 2013-32969  
Date of Accident: May 20, 2014

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JUL 10 2018

SC Court of Appeals

Dear Ms. Allen,

I am enclosing a copy of the Full Commission's June 5<sup>th</sup> Order that is being appealed in this case. I am also enclosing an amended Proof of Service. Please let me know if you require anything further in order to process this appeal. I thank you in advance to your attention to this request. With kind regards, I am

Very truly yours,

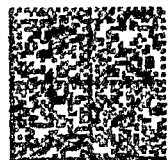
  
BELK, COBB, INFINGER & GOLDSTEIN, P.A.  
Thomas R. Goldstein

enclosure: W.C.C. Order, June 5, 2018, Amended Proof of Service

TRG/

cc:  
Hubie Wood, Esq.  
Scott Bluestein, Esq.  
F. Renee Gaters, Esq.

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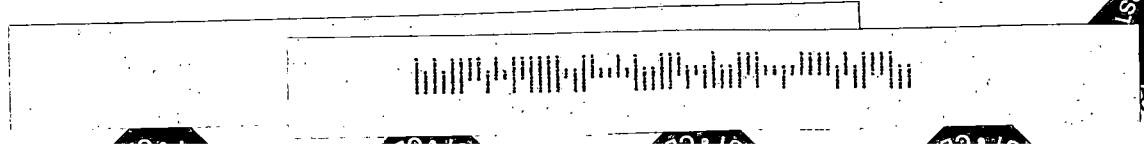
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SC Court of Appeals

Honorable V. Claire Allen,  
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