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J. HUBERT WOOD, III

KATHRYN F. WALTON*
MATTHEW J. FULTZ*

REPLY TO
P.O. Box 20550
CHARLESTON, SOUTH CAROLINA 29413

December 27, 2018

*MEDICARE SET-ASIDE CERTIFIED CONSULTANT
*S.C. CERTIFIED MEDIATOR

Via U.S. Mail and Email

V. Claire Allen, Deputy Clerk
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RE: Laurent Britton v. Charleston County
Appellate Case No: 2016-000595

RECEIVED
DEC 27 2018
SC Court of Appeals

Dear Ms. Allen:

In response to your correspondence dated December 20, 2018 concerning the above named matter, I am enclosing herewith a copy of email correspondence from Mr. Beard's associate, Meredith Ross, Esquire, to Ms. Kitchings dated November 30, 2018 and transmitting a copy of the Final Lump Sum Settlement Agreement and Release filed with the Workers' Compensation Commission. It was our understanding that such satisfied the Court's prior directive concerning updating the status of the settlement. I apologize for the confusion or miscommunication. Please advise if the Court needs any further information or documentation prior to issuing the remittitur. Thank you for your attention to the matter and the Court's continuing consideration.

Very truly yours,


J. Hubert Wood, III

JHWIII/ilk

cc: Mr. John Snelling (via email only) (w/enc.)
Grady L. Beard, Esquire (via email only) (w/enc.)
Nicolas Lee Haigler, Esquire (via email only) (w/enc.)
R. Walter Hundley, Esquire (via U.S. Mail and email) (w/enc.)
James K. Holmes, Esquire (via U.S. Mail and email) (w/enc.)
Eve Schafer Goodstein, Esquire (via U.S. Mail and email) (w/enc.)
Ms. Amy Bracy, SCWCC Judicial Direct (via email only) (w/enc.)

Billing

From: Hubert Wood
Sent: Friday, November 30, 2018 4:08 PM
To: Billing
Subject: Fwd: Laurent W. Britton v. Charleston County -- 2016-000595

Please print email for file correspondence

Sent from my iPhone

Begin forwarded message:

From: Meredith Ross <mross@robinsongray.com>
Date: November 30, 2018 at 4:00:23 PM EST
To: "jkitchings@sccourts.org" <jkitchings@sccourts.org>
Cc: Hubert Wood <hubie@woodgroupllc.com>, Grady Beard <gbeard@robinsongray.com>, Nick Haigler <nhaigler@robinsongray.com>, "rwh@rwalterhundley.com" <rwh@rwalterhundley.com>, "kholmes@steinberglawfirm.com" <kholmes@steinberglawfirm.com>, "egoodstein@mcgowanhood.com" <egoodstein@mcgowanhood.com>, "[F81228].Clients@f8eed.imatege.work" <{F81228}.Clients@f8eed.imatege.work>
Subject: Laurent W. Britton v. Charleston County -- 2016-000595

Good afternoon, Ms. Kitchings:

The appellants in this matter petitioned the Court for Rehearing, then requested the Appeal be held in abeyance while the parties finalized a settlement agreement. The Court granted the Motion, and requested a status update in 30 days if the parties were unable to reach a settlement. At this time, the parties have finalized their settlement agreement and have attached same to this email.

Please let me know if you have any questions. I have copied all parties of record on this email.

Thanks,

Meredith

<image001.png>

MEREDITH ROSS ASSOCIATE

DIRECT 803.231.7846 1310 Gadsden Street
VCARD VIEW BIO PO Box 11449 (29211)
ROBINSONGRAY.COM Columbia, SC 29201

<image004.jpg> <image005.jpg> <image006.jpg> <image007.jpg>

NOTICE: This e-mail is confidential and may contain information which is legally privileged or otherwise exempt from disclosure. If you received this message in error, please delete this message from your device.

Supporting Green print wisely.

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BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Laurent W. Britton,)
Deceased Employee, and)
Marsha P. Britton,)
Claimant/Surviving Spouse,)
-vs-)
Charleston County,)
Employer, and)
South Carolina Association of Counties)
Workers' Compensation Trust,)
Carrier,)
Defendants.)

W.C.C. FILE NO. 1414226

**FINAL LUMP SUM SETTLEMENT
AGREEMENT AND RELEASE**

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SETTLEMENT
DIVISION OF CLAIMS
SCWCC

The deceased Employee, Laurent W. Britton, died on September 9, 2014 as the result of a heart attack. Thereafter, a Form 52 Request for Hearing dated December 1, 2014 was filed on behalf of the deceased Employee's surviving spouse, Marsha P. Britton, alleging that his heart attack and death were the result of an accident arising out of and in the course of his employment with Charleston County on or about September 9, 2014, in the County of Charleston, State of South Carolina and claiming entitlement to all available death benefits and seeking payment of causally related medical expenses incurred by the deceased Employee prior to his death under the workers' compensation law of South Carolina (hereinafter called "Act"). The Defendants timely filed their Form 53 Answer dated December 23, 2014 denying that the deceased Employee's heart attack

and death occurred by compensable accident arising out of and in the course of his employment and denying liability for death or medical benefits under the Act. Notwithstanding their denial of liability, the Defendants proceeded with a dependency investigation in accordance with Workers' Compensation Commission Regulation 67-902.

At the time of the alleged compensable heart attack and death aforementioned, the deceased Employee and the Employer were subject to the Act and the Carrier was the Employer's insurer under said Act.

Following mandatory mediation that resulted in an impasse, a hearing was held before Commissioner Susan S. Barden on June 19, 2015 in St. George, South Carolina. Following the hearing, Commissioner Barden issued a Decision and Order dated August 17, 2015 wherein she found the claim compensable and awarded Marsha P. Britton death compensation benefits and burial expense benefits under the Act. In addition thereto, Commissioner Barden found that the Defendants conducted a good faith dependency investigation and that apart from Marsha P. Britton, the deceased Employee's surviving spouse and a presumed whole dependent, there were no other individuals dependent, either partially or totally/presumed or in fact, upon the deceased Employee's earnings for support at time of his death and/or for three months prior thereto and accordingly, there are no other individuals entitled to death benefits in this matter.

Thereafter, the Defendants timely filed a Form 30 Request for Full Commission Review dated August 27, 2015 asserting various grounds of alleged error by Commissioner Barden with respect to the issue of compensability of the claim; however, no exceptions or grounds of error were alleged with respect to Commissioner Barden's

findings or conclusions concerning dependency and the individual(s) entitled the death benefits if the claim was ultimately determined to be compensable. A review hearing was held before a Full Commission Appellate Panel on November 17, 2015 in Columbia, South Carolina following which the Appellate Panel issued its Decision and Order dated January 12, 2016 affirming Commissioner Barden's Decision and Order in its entirety. Thereafter, the Defendants filed a Motion for Rehearing by the Full Commission dated January 20, 2016 which was denied by Order of the Commission dated February 27, 2016. Thereafter, the Defendants timely filed a Notice of Appeal with the South Carolina Court of Appeals dated March 18, 2016 pursuant to S.C. Code Ann. §42-17-60 (1976, as amended) and subsequently perfected their appeal in accordance with the South Carolina Appellate Court Rules. Oral argument was held before the Court of Appeals on May 17, 2018 and the Court issued its unpublished Opinion filed September 19, 2018 affirming the Commission's decisions and orders. Thereafter, the Defendants timely filed a Petition for Rehearing with the Court of Appeals dated October 3, 2018.

Following the Commission's Order denying their Motion for Rehearing by the Full Commission dated February 27, 2016 and in accordance with the terms and provisions of §42-17-60, the Defendants commenced payment of the death benefit compensation award to Marsha P. Britton on a prospective weekly basis and in that regard, have paid compensation for 144 weeks in the total sum of One Hundred Eight Thousand Three Hundred Eleven and 04/100 (\$108,311.04) Dollars.

Prior to the Court of Appeals' ruling on the Defendants' Petition for Rehearing, the parties hereto now advise that an agreement has been reached to settle this matter in

its entirety, subject to filing of this agreement with the South Carolina Workers' Compensation Commission (hereinafter referred to as "Commission").

Under the proposed settlement, the Defendants have agreed to pay, and Marsha P. Britton has agreed to accept, the sum of Two Hundred Forty Two Thousand Eight Hundred and 00/100 (\$242,800.00) Dollars in full settlement and satisfaction of every liability under the Act specifically including, but not limited to, any and all liabilities under any Order of the Commission and/or Opinion or Order of the Court of Appeals, and otherwise growing out of or in any way connected with the heart attack and/or death of the deceased Employee on or about September 9, 2014 and/or any disease, injury, accident, or exposure to any condition of employment at any other time which may have caused or contributed to the heart attack and/or death of the deceased Employee.

As an integral part of this settlement agreement, it is expressly understood and agreed that the Defendants have no liability for any medical or burial expenses of whatsoever nature under the Act or otherwise. Also as an integral part of this settlement agreement, the parties acknowledge that the matter is being settled on a doubtful and disputed basis with the Defendants maintaining their denial of any liability.

Marsha P. Britton hereby asserts that she has been fully advised of all her rights under the South Carolina Workers' Compensation Act and is of the opinion that the proposed settlement is reasonable and fair and in this opinion, her attorney concurs. Marsha P. Britton hereby asserts that she recognizes that her consent to 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 the heart attack and/or death of the deceased Employee on or about September 9, 2014 and/or any

disease, injury, accident or exposure to any condition of employment at any other time which may have caused or contributed to the heart attack and/or death of the deceased Employee.

NOW, THEREFORE, in consideration of the payment to Marsha P. Britton of the sum of Two Hundred Forty Two Thousand Eight Hundred and 00/100 (\$242,800.00) Dollars, and in further consideration of the mutual covenants, stipulations and releases herein contained, Marsha P. Britton hereby releases and discharges Charleston County and South Carolina Association of Counties Workers' Compensation Trust, and binds her and the deceased Employee's heirs, executors, administrators, dependents, next of kin, privies, and assigns under the Act and otherwise, and agrees to release, discharge, defend and indemnify Charleston County, South Carolina Association of Counties Workers' Compensation Trust 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 the heart attack and/or death of the deceased Employee on or about September 9, 2014 and/or any disease, injury, accident or exposure to any condition of employment at any other time which may have caused or contributed to the deceased Employee's heart attack and/or death and including, but not limited to, any right which Marsha P. Britton might otherwise have to demand benefits for burial or funeral expenses, compensation payments of any type, medical expenses, disability, disfigurement, bodily impairment, medical treatment, medicine or drugs, prosthetic devices, attorney fees, costs, costs on appeal, interest payments, lost time or death under the Act or otherwise and specifically including any right which Marsha P. Britton 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 the heart attack and/or death of the deceased Employee on or about September 9, 2014 and/or any disease, injury, accident or exposure to any condition of employment at any other time which may have caused or contributed to the deceased Employee's heart attack and/or death and each and every consequence thereof, whether known or unknown.

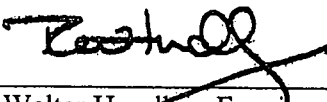
Marsha P. Britton hereby requests the allocation of the proposed total settlement sum in the amount of Two Hundred Forty Two Thousand Eight Hundred and 00/100 (\$242,800.00) Dollars as follows: the sum of Eighty Thousand Nine Hundred Twenty Five and 24/100 (\$80,925.24) Dollars toward the payment of attorney's fees, pursuant to Commission Regulation 67-1205 and subject to the approval of the Commission; the sum of One Thousand Eight Hundred Twenty Six and 90/100 (\$1,826.90) Dollars toward the payment of litigation costs incurred in bringing this action, pursuant to Commission Regulation 67-1206; and the sum of One Hundred Sixty Thousand Forty Seven and 86/100 (\$160,047.86) Dollars in compromised settlement of disputed past and future death compensation benefits for a period of 1,168.4 weeks at a rate of One Hundred Thirty Six and 98/100 (\$136.98) Dollars per week, commencing on the date of approval of this agreement by the Commission, pursuant to the provisions of S.C. Code Ann. Section 19-1-150 (1976) and the decision of the South Carolina Supreme Court in the decision of James v. Anne's Inc., 390 SC 188, 701, S.E.2d 730 (2010); Utica-Mohawk Mills v. Orr, 227 SC 226, 8 S.E.2d 587 (1955), and Sciarotta v. Bowen, 837 F.2d 135 (3d Cir. 1988). However, this requested allocation in no way affects the full and final release

of the Defendants from all liabilities under the Act including, but not limited to, liability for medical or burial/expense benefits, interest payments, costs, attorney fees and costs on appeal.

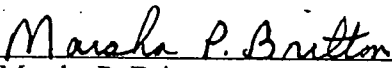
This agreement shall be subject to filing with the Commission and it is stipulated and agreed between the parties that, upon such filing, this Agreement shall not be subject to review, modification, or amendment by the Commission or the Courts of this State. Each party prays that filing of this agreement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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of November 16, 2018.

WITNESSED AND APPROVED:




R. Walter Hundley, Esquire
Attorney for Claimant




Marsha P. Britton
Claimant/Surviving Spouse

Charleston County and South
Carolina Association of Counties
Workers' Compensation Trust,

Defendants



Witness as to Defendants



J. Hubert Wood, III, Esquire
Attorney for Defendants