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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE SOUTH
CAROLINA WORKERS'
COMPENSATION COMMISSION

Case No. 2021-000517

Shelia Hutchins, Employee,

Appellant,

v.

Security Group, Inc.,
Employer, and Hartford
Accident & Indemnity Co.,
Carrier,

Respondents.

MOTION TO STRIKE

Respondents would respectfully show unto the Court that:

1. On July 21, 2021, Appellant served her Initial Brief and Designation of Matter to be Included in the Record on Appeal in this case.
2. Included in Appellant's Designation of Matter to be Included in the Record on Appeal were #4- "letter sent to Mike campbell [sic] and emails asking for time," #7- "Letter from Doctor mental state," #8- "work note," #9- "email from THomas [sic] Phillips," #10- "email where

I notified [sic] of withdrawing,” #11- “text from nurse case manager,” #12- “medical records from Dr [sic] Compean,” #13- “medical records from dr [sic] Raley, and #16- email from Tracy Tiddy.”

3. Respondents have requested and received a complete copy of the South Carolina Workers Compensation Commission’s files (which number 1,058 pages) and represent to this Court that none of the above-referenced documents are part of the Commission’s files and were not before the single commissioner or the appellate panel of the Commission when they rendered their decision.

4. Respondents requested a statement from the South Carolina Workers Compensation Commission to this effect. Amy Bracy, judicial director, would only confirm that she had provided all documents in the Commission’s files and stated that the documents were not identified with sufficient specificity by Ms. Hutchins for her to easily identify the same. (See Attachment 1). Respondents are in receipt of the entire files and are happy to provide to the Court at its request but are not attaching to this motion due to the vast number of documents.

5. A review of the transcript of the oral argument before the appellate panel on January 25, 2021, (Attachment 2) and the Order of the appellate panel of the Full Commission, filed April 14, 2021, (Attachment 3) reveal none of the above-referenced documents were submitted into the record during the proceeding before the Commission and, therefore, are not a part of the Commission’s record in this appeal.

6. Rule 210(c) of the South Carolina Appellate Court Rules provides that a record shall not include a matter which was not presented to the lower court or tribunal. Rule 207 (c), SCACR.

7. Appellant’s Designation of Matter to be included in the Record on Appeal also includes #15- “statement of witness Joe Wilson.” Appellant did attach a statement from her

boyfriend Joe Wilson to her revised SCWCC Form 30 Request for Commission Review, but this document was not before the single commissioner, contains hearsay, and references what allegedly occurred at mediation, and is therefore improper and should not be considered by this Court.

8. Appellant's Brief includes references to some of the above-mentioned documents, multiple references as to what happened and what she was allegedly told at mediation, and what she claims she was told by the workers compensation commission, none of which are a part of the Commission file or the record in this case.

9. As this court is aware, it is a basic premise of mediation that the proceeding is confidential. Rule 8 of the South Carolina ADR Rules provides that "parties and any other person present shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding, any oral or written communications having occurred in a mediation proceeding..." Rule 8 (a) SCRADR.

10. In addition, the regulations governing mediation under the South Carolina Workers Compensation Act similarly provide that all mediation communications must remain confidential. 67 S.C. Code Ann. Regs. 1806. Specifically, "all communications and statements that take place within the context of mediation shall be confidential and not subject to disclosure. Such communications or statements shall not be disclosed by any mediator, party, attorney, or attendee and may not be used as evidence in any proceeding." Id.

11. As a result, pursuant to SC ADR Rule 8 and R. 67-1806, Appellants contend that the statement of Joe Wilson should be stricken from the Matter to be Included in the Record on Appeal and similarly, any references to what transpired at or what Claimant was told at mediation should be stricken from her brief.

WHEREFORE, Appellants move for an Order from the Court striking #4- “letter sent to Mike campbell [sic] and emails asking for time;” #7- “Letter from Doctor mental state;” #8- “Work Note;” #9- “email from THomas [sic] Phillips;” #10- “email where I noified [sic] of withdrawing;” #11- “Text from nurse case manager;” #12- “medical records from Dr [sic] Compean;” #13- “medical records from dr [sic] Raley;” and #15- “statement from witness Joe Wilson” from the Matter to be Included in the Record on Appeal. Respondents further Move that the Court’s Order strike from the Appellant’s Brief any reference to these documents, what happened or what Appellant was allegedly told at mediation, or what she was allegedly told by the workers compensation commission, as such information was not before the Commission and cannot be considered on appeal.

Respectfully submitted,

WILLSON JONES CARTER & BAXLEY, P.A.

A handwritten signature in black ink, appearing to read "T. Welsh Tiddy", written over a horizontal line.

Tracy Welsh Tiddy
S.C. Bar No. 9581
325 Rocky Slope Road, Suite 201
Greenville, South Carolina 29607
(864) 527-3271
Attorney for Respondents

ATTACHMENT 1

Tracy Welsh Tiddy

From: Bracy, Amy <abracy@wcc.sc.gov>
Sent: Friday, August 20, 2021 4:30 PM
To: Tracy Welsh Tiddy
Cc: sheliahutchins4@gmail.com; Chelsea Burton
Subject: RE: [External] Shelia Hutchins vs. Security Group, Inc. YKT78329C:
Attachments: 1421297.zip; 1717574.zip

Tracy, I have attached documents from each file that have been received since your last copy request. Some will be duplicates since they pertain to both files. I can certify that you have received a complete copy of each file per the copy requests submitted and sent to you. As for the documents listed by Ms. Hutchins below, I cannot advise as to whether the above documents are a part of our file as they are not described with sufficient specificity to allow their easy identification. I hope this information is helpful and please let me know if I can be of further assistance. Amy

Regards,

Amy A. Bracy, Certified Public Manager®

Judicial Director

SC Workers' Compensation Commission

1333 Main Street

Columbia, SC 29201

803-737-5672

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From: Tracy Welsh Tiddy <twtidy@wjcblaw.com>
Sent: Tuesday, August 10, 2021 11:04 AM
To: Bracy, Amy <abracy@wcc.sc.gov>
Cc: sheliahutchins4@gmail.com; Chelsea Burton <clburton@wjcblaw.com>
Subject: [External] Shelia Hutchins vs. Security Group, Inc. YKT78329C:

Amy,

I represent the Defendants in this matter and am copying Ms. Hutchins on this email. She is pro-se. Ms. Hutchins has filed an appeal to the Court of Appeals in these matters and has submitted the attached designation of matter to be included in the Record on Appeal before the Court of Appeals. I had requested

complete copies of the commission's files in both matters which were received by my office on February 1 which was after the appellate arguments which took place on January 25, 2021. I reviewed both commission files and do not see the following (I am using the numbers used by Ms. Hutchins in her designation):

- (4) a letter to Commissioner Campbell;
- (7) a letter from doctor regarding mental state;
- (8) work note;
- (9) email from Thomas Phillips;
- (10) email where Ms. Hutchins notified of withdrawing (I do see a letter from her dated May 1 and stamped received May 7);
- (11) a text from nurse case manager;
- (12) medical records from Dr. Compean
- (13) medical records from Dr. Raley;
- (15) statement from witness Joe Wilson
- (16) email from Tracy Tiddy

I know both files are voluminous and I apologize in advance for this request, but to ensure the Court of Appeals only considers evidence which was in the record before the Commission, I am respectfully requesting that you, as judicial director, send me a letter on Commission letterhead, advising as to whether the above documents are part of the commission's file in this matter.

Thank you so much for your consideration.

Tracy



willson jones
carter & baxley

Tracy Welsh Tiddy

Attorney

email: twtidy@wjcbllaw.com

phone: 864.527.3271

325 Rocky Slope Rd., Suite 201

Greenville, South Carolina 29607

ATTACHMENT 2

STATE OF SOUTH CAROLINA
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC No. 1421297

Sheila F. Hutchins,)
)
 Claimant,)
)
 v.)
)
 Security Group,)
)
 Employer,)
)
 and)
)
 Hartford Accident Insurance,)
)
 Carrier/Defendants.)
)
 -----)

VIRTUAL FULL COMMISSION HEARING

Monday, January 25, 2021
3:09 p.m. - 3:32 p.m.

The virtual Full Commission Hearing heard before Commissioner Aisha Taylor, Commissioner Gene McCaskill, and Commissioner Susan Barden, Chair, was taken via WebEx in South Carolina on the 25th day of January, 2021 before M. Sean Cary, Court Reporter and Notary Public in and for the State of South Carolina.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

VIRTUAL APPEARANCES

Tracy Welsh Tiddy, Esquire

WILLSON, JONES, CARTER & BAXLEY, P.A.
325 Rocky Slope Road
Greenville, South Carolina 29607
Attorney for the Defendants

Also Present:

Sheila F. Hutchins, Pro Se Claimant

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EXHIBITS

(There were no exhibits marked during the hearing.)

STIPULATIONS

It is stipulated and agreed that this deposition is being taken pursuant to the Administrative Procedures Act and the South Carolina Rules of Civil Procedure.

It is stipulated by and between counsel that the hearing is being conducted by remote means and the court reporter is not present with the witness.



1 **CHAIR:** Mr. Cary, when you're ready, please call the
2 case.

3 **CALL TO ORDER:**

4 **COURT REPORTER:** Today is Monday, January 25th,
5 2021. This is South Carolina Workers
6 Compensation Case Number 1421297. This is the
7 case of Sheila F. Hutchins, the Claimant,
8 versus Security Group, the Employer, and
9 Hartford Accident Insurance, the Carrier. The
10 Appellant is the Claimant and is pro se. The
11 Respondent is represented by Tracy Welch Tiddy.
12 Each side is allowed ten minutes for argument
13 and the Appellant three minutes in reply. You
14 are requested to argue the grounds of exception
15 and stay within the record.

16 **CHAIR:** Okay. Ms. Hutchins, prior to going on the
17 record, after introductions I advised you of
18 your right to have an attorney represent you,
19 that we would be happy to postpone the matter
20 in case you wish to exercise that right, and
21 you advised us that you wish to represent
22 yourself today during the appeal. Is that
23 correct?

24 **MS. HUTCHINS:** Yes, ma'am. I do have one question
25 though.



1 CHAIR: All right.

2 MS. HUTCHINS: Is this for just a knee claim?

3 CHAIR: I believe we have both dates or -- or excuse
4 me, WCC Numbers assigned to us. We have
5 1421297, which I believe was the right knee,
6 and then we have 1717574, which was I believe
7 a psych claim or a mental-mental claim. Would
8 that be right?

9 MS. HUTCHINS: Yes, ma'am. I was just making sure
10 it was for both.

11 CHAIR: Yes, ma'am. You're absolutely.

12 MS. HUTCHINS: Okay.

13 CHAIR: Okay. And so whenever you're ready, please
14 proceed.

15 **APPELLANT'S ARGUMENT:**

16 MS. HUTCHINS: Okay. Yes. I -- we -- we -- I have
17 been under a doctor's care for the mental claim
18 for over a year with the same one, and then Ms.
19 T- -- Workers' Comp, the insurance company,
20 whoever, sent me to another doctor and he did
21 -- wanted me to do more treatment. And so I
22 was waiting and waiting for treatment, and the
23 treatment never got granted. So, Miss -- Mr.
24 Phillips did a Form 50, and we were waiting to
25 go in front of the Commissioner. And then I



1 get a notice saying I have mediation, and I was
2 like I don't want to go to mediation, why am I
3 going to mediation. And Mr. Phillips said,
4 from my understanding, he said that the
5 Commissioner signed off saying that I had to
6 go. And so even though I was under, you know,
7 anxiety, stress, said that I had to go to
8 mediation. So I went to mediation under
9 stress, and then when he said that the
10 mediation was for the mental claim only, and
11 then when I get there it was for both claims.
12 And it was just a very stressful -- I was
13 already under stress, didn't even want to be
14 there. He said I had to go. And I don't
15 understand why I had to go to mediation if I
16 was just wanting more treatment. And then I --
17 and the whole time I was there I was, I tried
18 to leave and then I kept being talked out of
19 it. I was under stress, went to my car several
20 times, panic attacks, and they were all aware
21 of the anxiety and panic attacks. My thing is,
22 is I never should have been there in the
23 beginning because he -- he would never show me
24 where it said that the Commissioner signed off
25 saying that I had to go. And so it was my



1 understor- -- standing that I'm being forced to
2 go to mediation. And I don't care how much
3 college education I have, if someone is under
4 that much stress under doctor's care who had
5 jus- -- I'd only seen the doctor three times,
6 she changed my medicine each time and had just
7 changed my medicine. I mean, I was in no
8 mental shape to be there to make a legal
9 decision. And especially for hours, we were
10 there for hours, from like 9:30 to 6:30.

11 **CHAIR:** Okay.

12 **MS. HUTCHINS:** I just don't see why, you know, how
13 it can be, you know -- and then when I sent --
14 and then when it was -- it wasn't -- it was
15 less than a day later I was saying that I did
16 not want to do this, I was in no shape of
17 agreeing to this. The Form 70 that was sent in
18 was -- my name was spelled incorrect. My --
19 and then it had the wrong information on there.
20 That was the only thing that was sent in the --
21 to the Commission at the time.

22 **CHAIR:** Was that -- when you say your name was
23 spelled incorrectly, are you talking about the
24 -- your first name?

25 **MS. HUTCHINS:** Yes, ma'am.



1 **CHAIR:** Okay.

2 **MS. HUTCHINS:** Yes, ma'am. And then it had the
3 wrong information, it had that we were settling
4 on my left knee, it's my right knee. And that
5 was the only thing that was sent in to the
6 Commission at the time. And then something
7 about an employee -- employment agreement and
8 I had seven days to revoke it. I revoked it
9 within the seven days. But my point, I should
10 have never been there to begin with, they all
11 knew I was under stress. When I was there I
12 had just been changed to different medication.
13 I have a doctor's note saying that, you know,
14 I was in no mental shape to be making a legal
15 decision at that time. And then, you know,
16 like I say, the only thing that was sent him
17 was a Form 70, which was -- my name was spelled
18 wrong and then there was, you know, the
19 incorrect information.

20 **CHAIR:** Okay. And you'll have -- is -- is that all
21 you'd like to say before you hear, we hear from
22 Ms. Tiddy or would you like to keep going? You
23 do have a little bit of time left?

24 **MS. HUTCHINS:** And I do like to say that this has
25 been a nightmare, because from the beginning



1 all that has been is them want me to settle,
2 settle, settle. And I keep telling them no,
3 no, no. And just right before that they had --
4 Thomas had did a mediation and I cancelled it.
5 That was sometime in August that -- prior to
6 this mediation, and I had cancelled it. And
7 then I had a deposition. And Ms. Tiddy asked
8 me if I wanted to settle, and I said no, ma'am,
9 I don't want to settle. And then they want to
10 combine both of these, and that is real
11 confusion when you do that. And, you know, I
12 don't -- they're two separate cases. And, you
13 know, from day one, especial- -- well, on both
14 cases, is nothing but delay treatment, delay,
15 delay, delay. That was the only reason that
16 the Form 50 was filed in -- the in the
17 beginning was because they pulled me from the
18 one doctor I was seeing and sent me to another
19 one and he said I needed more treatment. Well,
20 it was almost nine months and no treatment.
21 Well, as soon as Thomas filed the Form 50 I get
22 an appointment to go see a doctor. And then on
23 my knee claim, it has been over two years now
24 and I've just seen a doctor on January the
25 14th. And now, because of the delay of the



1 treatment and delayed medication, I had -- my
2 knee is in so much worse shape. I mean,
3 they're -- they're even talking about doing a
4 knee replacement because it's in so bad shape
5 now because of delayed treatment. And I just
6 -- I -- I -- I don't -- I don't agree with --
7 I mean, there's emails where he, you know,
8 would not show me where Commissioner signed off
9 and agreed to or -- or that, you know, I -- I
10 felt like I'm under stress and anxiety. And I
11 didn't want to be at this mediation anyways,
12 but my lawyer's telling me I have to be there
13 because the Commissioner told me to, and then
14 that -- that's the law. And I understand some
15 claims do have to go to mediation to begin
16 with, but I'm still under doctor's care. This
17 med- -- she had just changed my medicine. How
18 can anybody change -- how can anybody know or
19 understand anything if you're having panic
20 attacks, anxiety attacks? I -- I mean, just
21 delay treatment, delayed -- where they have
22 delayed everything basically. And it's all
23 because I won't settle the claim. And then I
24 believe it was just -- because the last one I
25 cancelled, and so Thomas just says, well,



1 Commissioner signed off so you have to go now.
2 But -- and then you're in a long mediation from
3 9:30 to 6:30, which I kept trying to say I
4 wanted to leave, and being talked out of it.
5 You're so confused, and then it was only
6 supposed to be for the mental claim, but then
7 both claims got brought up into it and, you
8 know, I -- it's overwhelming, confusing. I am
9 under a doctor because of, you know, all this
10 stress and anxiety, and then that was like way
11 more stress.

12 **CHAIR:** Okay. And you will have three minutes in
13 reply. All right. Ms. Tiddy.

14 **RESPONDENT'S ARGUMENT:**

15 **MS. TIDDY:** Thank you, Commissioner Barden. May it
16 please the Commission. We're here today, and
17 I think you three are all aware of it, but
18 we're here today because a motion was filed to
19 compel two different settlements, one in each
20 of these claims, and that motion to compel was
21 granted by Commissioner Campbell. And I would
22 submit to you that his decision was correct and
23 it was just and it -- and it was fair to Ms.
24 Hutchins. She may not view it that way, but --
25 but there are basically three things that I'd



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like for you to consider. Number one, both of these settlements were abundantly fair, what she was paid, what was agreed to, was extremely generous. And I'll go through the terms of the settlement later. But secondly, both settlements were totally in accord with the Act. Both parties were represented by counsel. The documents were executed and signed by all parties on the day of the mediation and they were forwarded to Commission. Now Ms. Hutchins advised that she did not want to proceed before they were received, but everything had, was mailed to the Commission. And then finally, the allegations that Ms. Hutchins is making that she was not aware of what was going on and that she was pressured into this settlement, I believe to be totally false. And as you all know, we can't call Derrick Williams to testify, we certainly can't call her attorney to testify as to what happened because mediation itself is privileged, but Derrick mediated this case. And we selected Derrick Williams because of his experience as a prior Commissioner and because of his knowledge, and also frankly because of his demeanor. He is



1 such a great judicial temperament and is a kind
2 person, and very patient. And Thomas and I
3 both selected Derrick because we wanted all Ms.
4 Hutchins' questions to be answered and we
5 didn't want her to feel pressured. So again,
6 I feel the settlement was abundantly fair. I
7 felt both parties were represented by counsel.
8 It was executed and it was sent to the
9 Commission. I wanted to tell you just a little
10 bit about this case, and I'm going to try to
11 keep it brief because it goes way back to
12 November of 2014. This is an admitted right
13 knee injury, Ms. Hutchins slipped in some wet
14 leaves and hurt her right knee. Case was
15 accepted and has been from the get-go. She was
16 represented by Charlie Hodge originally, she
17 was given an eight percent rating and we
18 settled this case way back, reached an
19 agreement way back in August of 2016 on a
20 16(a). We paid her twenty percent to the knee
21 on an eight percent rating back in -- well, we
22 agreed to it back in -- I can't -- I think it
23 was June of 2016, oh, excuse me, I meant May of
24 2016. In any event, it was June of 2017 before
25 that 16(a) settlement was filed with the



1 Commission because Charlie couldn't get her to
2 sign it. We -- she had a change of condition.
3 We provided treatment with a doctor of her
4 choosing. We settled it again on a 16(a) back
5 in May of 2019. She had an additional two
6 percent rating and we paid her additional five
7 percent. We went before Commissioner Wilkerson
8 on the record with that settlement, put it on
9 the record. He -- Charlie asked her questions,
10 Commissioner Wilkerson answered -- asked her
11 questions. She agreed to that on the record.
12 Again, the same thing happened, she wouldn't
13 execute paperwork. And it was January of 2020
14 before we finally got that signed and filed.
15 In the meantime, Charlie withdrew because she
16 wouldn't execute the settlement that she agreed
17 to. She got Thomas to represent her in both of
18 these claims. The mental stress claim arises
19 out of -- from May of 2017, it was a ser- --
20 sexual harassment situation at work. Again
21 admitted, treatment was provided. We did have
22 disputes about medical treatment, ongoing
23 medical treatment, and Thomas filed for
24 hearings. The mental claim is a mental-mental
25 claim, it is subject to mandatory mediation.



1 And I don't think Sheila ever fully understood
2 that, but it's a mental-mental claim, under the
3 regulations it was subject to mandatory
4 mediation. So we scheduled this mediation on
5 May 20- -- excuse me on April 29th of this year
6 with Derrick Williams. Thomas was here. Ms.
7 Hutchins' husband or significant other was
8 there. Thomas was there. She was fully
9 represented. Derrick worked with us all day.
10 We reached agreements. Because of the prior
11 issues with getting Ms. Hutchins to execute the
12 paperwork, we went ahead and did everything
13 that day. Thomas was here. He explained
14 everything to her. Derrick sent in the Form 70
15 the next day on the 30th, and then on May 1st
16 she notified us that she no longer wanted to
17 proceed. I filed a motion to compel
18 settlement. It was set, I believe, before
19 Commissioner James, who gave Ms. Hutchins more
20 time to get another lawyer. And then finally
21 in September of 2020, Commissioner Campbell
22 granted the motion to compel. And again, you
23 know, when you look at the Act, I think that
24 the Act is designed to encourage settlement
25 because it's efficient, as long as the



1 settlement is fair and in accordance with the
2 Act. And I submit to you that both of these
3 settlements are abundantly fair and in
4 accordance with the Act. On the first one,
5 again, Ms. Hutchins has a total of a ten
6 percent rating to her knee. We pa- -- well, we
7 agreed to pay her \$30,000 on that which comes
8 out to an additional forty percent to her knee,
9 and leave the medical open. So, we're paying
10 her sixty five percent to the knee on a ten
11 percent rating and leaving the medical open.
12 I'll be honest with you, my clients are fed up
13 with this claim because it's been the same
14 thing over and over again and they really
15 wanted to get some sort of resolution on the
16 indemnity, which is why we agreed to pay that
17 much. On the mental stress claim, Ms. Hutchins
18 admittedly was not quite at MMI. She was still
19 treating with Dr. Compean, I think, in Columbia
20 who left, but she was nearing MMI. That was
21 evident from the medical records. And we paid
22 her 40- -- or agreed to pay over \$45,000 on
23 that, \$40,000 for indemnity and then \$5,000 for
24 possible future medical. Ms. Hutchins, again,
25 as she indicated she has a college degree,



1 she's worked in finance, this is not a
2 situation where Ms. Hutchins is going to be
3 totally disabled from the mental stress claim.
4 So again, both settlements were abundantly
5 fair, they were in accordance with the Act,
6 both parties were represented, and everything
7 was fully executed on the day of the mediation.
8 And again, Commissioners, I just want to focus
9 again on Ms. Hutchins' representations that she
10 was pressured into this. We were here all day.
11 She was represented. She had her significant
12 other there. Derrick is extremely patient. I
13 sat down with Ms. Hutchins myself afterwards
14 and executed the paperwork. And actually, at
15 that time everything was very friendly and
16 everybody seemed content. I just don't buy
17 that Derrick Williams stood over her and
18 wouldn't let her leave if she really felt
19 uncomfortable. I just don't believe it. And
20 so, I think the settlements are fair. I think
21 they're in accordance with the Act. She was
22 represented. And I -- I really strongly feel
23 that -- that they should be enforced. And I
24 don't think she's ever going to see this kind
25 of money out of these claims again, and I think



1 this is her best day.*

2 **CHAIR:** Okay. Thank you, Miss Tiddy. All right.
3 You have, as I told you, Ms. Hutchins, you have
4 three minutes in reply. So, whenever you're
5 ready.

6 **APPELLANT'S REPLY:**

7 **MS. HUTCHINS:** Yes. On the first settlement, I --
8 she keeps saying that we settled that on May
9 16th. That is incorrect. We did not se- -- we
10 did not make a settlement on May 16th, 2016.
11 We went to court and she withdrew her whatever
12 you withdraw, a form where she took us to
13 court, because Charlie had went to the -- went
14 to the doctor and that he -- we -- he had got
15 him where -- made a statement saying that I
16 would need a knee replacement. So it went
17 through the courts through then, but we had not
18 made any kind of settlement on that first case
19 until May when we went to court and it went on
20 record, and then a month later I signed the
21 paperwork. I don't know why she keeps saying
22 that. And then my witness, Joe Wilson, can
23 tell you, I mean, I -- I was told no, we're --
24 you just stay here, this -- we're going to get
25 this worked out. And -- and I -- at the MMI I



1 was -- she keeps saying I was close. The --
2 the doctor had said that I was going to need 12
3 weeks of one time a week for 12 weeks, and then
4 she would look at being pla- -- placing me at
5 MMI. She wasn't -- she didn't say she was
6 going to place me at MMI then, MMI. But I
7 don't know why she keeps saying that on the
8 first settlement because we never had an
9 agreement on that first settlement. And, you
10 know, I never not settled it on that first
11 settlement. And as far as she knows -- and
12 Tracy did not sit down with me, Thomas sit down
13 with me with the paperwork after mediation
14 because Derrick left, Thomas sit down with me
15 with the paperwork. Tracy was in her office,
16 she was not nowhere near me going over the
17 paperwork with me. And I don't -- she -- I
18 mean, she's -- she's not a doctor, she doesn't
19 know, you know, if I'm going to be disabled
20 from either case, she's no doctor. I just --
21 I don't feel that it was right. I don't -- I
22 feel that I -- you know, I don't care how much
23 education, if you are overwhelmed and you have
24 that -- you didn't even want to be there to
25 begin with because you got anxiety and panic



1 attacks and you're still seeing doctors, under
2 a doctor and you are still there, I mean, I --
3 I don't see how that's fair. And what she's
4 saying, you know, with medical costs, do you
5 know how much medical cost is nowadays?
6 Medical cost is a lot. And she may think
7 that's a better settlement, but I don't think
8 it's a fair settlement. I never wanted to
9 settle the cases.

10 **CHAIR:** Okay.

11 **MS. HUTCHINS:** Just because -- just because they ---

12 **CHAIR:** They can ---

13 **MS. HUTCHINS:** I'm sorry?

14 **CHAIR:** That concludes your time, but I want you to
15 go ahead and finish your thought, okay?

16 **MS. HUTCHINS:** You know and just because they want,
17 you know, their clients are tired of dealing
18 with it, that -- you know, I -- I don't like
19 being hurt.

20 **CHAIR:** Okay.

21 **MS. HUTCHINS:** I don't like being disabled, and I
22 have been. I've lost everything because of
23 this: my job, my health inj- -- health income,
24 everything. I have nothing. I lost
25 everything.



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CHAIR: Thank you, ma'am. That concludes this proceeding.
(There being nothing further, the virtual hearing concluded at 3:32 p.m.)



ATTACHMENT 3

RECEIVED
MAY 14 2021
SC Court of Appeals

APPELLATE PANEL DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
W.C.C. FILE NOs: 1421297 and 1717574

Shelia Hutchins

EMPLOYEE,
CLAIMANT/APPELLANT

VS.

Security Group, Inc.

EMPLOYER,

AND

Hartford Accident and Indemnity Co,

CARRIER,
DEFENDANTS/RESPONDENTS,

Appellate Panel Review held via Zoom on January 25, 2021 per notices timely
and properly served upon all parties of interest.

Appellate Panel Decision and Order Filed:

April 14, 2021

APPEARANCES: Claimant/*Pro Se*/Appellant Shelia F. Hutchins

Defendants/Respondents represented by Tracy W. Tiddy, Esquire

STATEMENT OF THE CASE

This appeal arises out of an Administrative Order issued by Commissioner Mike Campbell on September 8, 2020, granting Security Group Inc. and Hartford Accident and Indemnity Company's (hereinafter "Respondents") Motion to Compel Settlement Agreements in WCC File Nos. 1421297 and 1717574.

The Motion was originally filed by Respondents after mediation, held on April 29, 2020, resulted in a resolution of both claims. Settlement documents were prepared and fully executed by the parties and their respective counsel on the day of the mediation. Claimant was represented by counsel, Thomas Phillips of Smith Jordan, P.A.¹, at the time of the mediation. The Form 70 Mediator's report was filed with the Commission on April 30, 2020, by Derrick Williams of Mickle & Bass, LLC, a former Commissioner. A filing fee check was requested and the documents were promptly forwarded to the commission. Settlement checks were forwarded to Claimant's counsel.

On May 1, 2020, prior to the settlement documents arriving at the Commission, Ms. Hutchins (hereinafter "Appellant") advised her attorney and the Commission that she had changed her mind, and wanted to withdraw from the settlement agreements which both she and her attorney had previously signed. Respondents were simultaneously notified via email that Appellant planned to renege on the settlements and her attorney planned to withdraw as counsel.

On May 11, 2020, Respondents filed a Motion to Compel Settlement in both claims. Mr. Phillips' Motion to be Relieved as Counsel in WCC File No. 1717574 was granted on May 22,

¹ The Commission's file reflects that Claimant was previously represented by Attorney Charles J. Hodge in WCC File No. 1421297 who withdrew as counsel for Claimant in July 2019, noting that a settlement agreement had been reached on the record which the Claimant later did not wish to accept.

2020, by Commissioner T. Scott Beck. Mr. Phillips' Motion to be Relieved as Counsel in WCC File No. 1421297 was granted on May 28, 2020 by Commissioner Melody L. James.

A hearing on the Motion to Compel was originally set on June 16, 2020, before Commissioner James. Prior to the hearing, Appellant informed the Commission she needed additional time to find new representation. An Administrative Order issued June 5, 2020, by Commissioner James gave Appellant 30 days to retain counsel. Appellant did not retain counsel and failed to respond to Respondents' Motion to Compel.

On September 8, 2020, more than 90 days after Appellant was given an additional time to find a third attorney, the Motion to Compel the Settlement Agreements was granted by Commissioner Mike Campbell via transmittal order.

On September 23, 2020, Appellant filed a Form 30 appeal wherein she asserted she was unfit to enter into a settlement at the mediation and she was coerced by Mr. Phillips and Mr. Williams to settle against her will. In her Appellant's Brief, filed on December 16, 2020, Appellant reiterated that she didn't want to go to mediation and agreed to settle only to bring the mediation to conclusion.

In response to the Appellant's Form 30 and Brief, the Respondents contended Commissioner Campbell correctly determined the settlements should be enforced where the agreements were fair, were fully executed by the parties on the day of mediation, and were timely mailed to the Commission. Additionally, Respondents assert the Hearing Commissioner correctly determined the settlements should be enforced as the South Carolina Workers' Compensation Act encourages parties to come to resolution and settle claims prior to a hearing because settlement of claims promotes the efficiency of the process and reduces costs for all parties involved in the system.

An Appellate Panel Review hearing was held via Zoom on January 25, 2021, pursuant to notices timely and properly served upon all parties of interest. After considering Defendants' Motion and attachments, Appellant's Form 30, oral arguments, the extensive Commission files, and the briefs submitted by both the parties WE, THE APPELLATE PANEL AFFIRM, the decision of the Single Commissioner and make the following Analysis, Findings of Fact, and Conclusions of Law and issue the following Order:

APPELLATE PANEL ANALYSIS

WE, THE APPELLATE PANEL, FIND THE FOLLOWING:

The Appellant Panel finds the Single Commissioner correctly held that Respondent should be compelled to comply with the settlements where the agreements were fair, were fully executed by the parties and their counsel on the day of mediation, and were timely mailed to the Commission.

In reaching our decision, the Panel notes South Carolina Workers' Compensation Act encourages parties to come to resolution and settle claims prior to a hearing because settlement of claims promotes the efficiency of the process and reduces costs for all parties involved in the system. The statute governing workers' compensation settlements specifically provides, "[n]othing contained in this chapter may be construed so as to prevent settlements made by and between an employee and employer as long as the amount of compensation and time and manner of payment are in accordance with the provisions of this title." S.C. Code Ann. § 42-9-390 (2007).

The SC Court of Appeals addressed the enforceability of a workers' compensation settlement in Mackey v. Kerr-McGee Chemical Co., 280 S.C. 265, 312 S.E.2d 565 (Ct. App. 1984). In that case, the attorneys appeared before the commissioner and advised the case had settled; but significantly, the Claimant was not present when the agreement was presented to the

Commissioner and did not voice her consent. She later declined later to sign the paperwork. The Mackey court concluded that it could not enforce the settlement based on those facts, but relied on the language of SC Code Ann. §42-9-390, which at that time required approval of the commission. Mackey v. Kerr-McGee Chemical Co., 280 S.C. 265, 312 S.E.2d 565 (Ct. App. 1984). The court specifically noted that while no case had expressly answered the question of whether a settlement is binding prior to Commission approval, the S.C. Supreme Court had indicated in earlier decisions that because the approval of the Commission was required by statute, it followed that a settlement agreement is not binding until approved. Mackey, citing Singleton v. Young Lumber Co., 236 S.C. 454, 114 S.E.2d 837 (1960).

The Appellate Panel notes these settlements are distinguishable from those in Mackey. First, the Appellant reviewed and signed the paperwork, along with her attorney at a mediation which was conducted by a respected former commissioner. Perhaps more importantly, the law has changed since Mackey was decided. In 1960, the statute required Commission approval of a settlement between represented parties which, as pointed out by the court, implied that the settlement was not final until it had been reduced to writing and was stamped “approved.” In 2007, the legislature amended S.C. Code Ann. §42-9-390 to eliminate the prior requirement that settlements between represented parties must be approved by the Commission, endorsing the idea that where a claimant is represented by competent counsel and clearly evidences an understanding of the terms of a settlement, it should be recognized as binding by the Commission. This change in the law also acknowledges the fact that acceptance of settlement documents fully executed by represented parties is a perfunctory, ministerial act.

Though the Panel finds no precedent in South Carolina since the statute was amended in 2007, other jurisdictions have enforced workers’ compensation settlements for the sake of public

interest. In B. Frank Joy Co. v. Isaac, 636 A.2d 1016 (Md. 1993), an employee and employer entered into a settlement agreement and submitted that agreement to the commission for approval. The claimant died eight days before the hearing. At the hearing, the employer sought to rescind the agreement arguing they had that right at any time before it was approved by the commission. The commission nevertheless approved and enforced the agreement. In affirming this decision, the court noted that the Maryland statute required approval of an agreement in order to be enforceable but stated:

That does not mean, however, that the parties have total freedom to renege a valid bilateral agreement . . . in compliance with the Act. When they present a duly executed settlement agreement . . . the parties thereby relinquish control of the matter to the supervisory powers, authority, and discretion bestowed upon the Commission. Then a party, acting unilaterally, does not have unfettered license to withdraw what that party has submitted in good faith. Isaac, 636 A2d at 1025.

Thus, to preserve the integrity of the settlement process, mediation, respect for the Commission, judicial economy and the public interest, the settlements in these matters should be enforced.

FINDINGS OF FACT

1. Appellant and Respondent are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as amended, with Shelia Hutchins as Employee/Appellant and Security Group Inc. as the Employer and Hartford Accident and Indemnity Company as Carrier, Defendants/Respondents.
2. Notice of the appeal hearing was timely and properly served on all the parties. Such

finding is based upon the Commission's file.

3. Appellant suffered an admitted injury to her right knee during the course and scope of her employment on November 20, 2014. (WCC #1421297) Such finding is based on the Commission's file.
4. Appellant was previously paid indemnity settlements in WCC #1421297 on Consent Orders dated June 16, 2017, and January 17, 2020, totaling 25% to her right knee. Such finding is based on the Commission file.
5. On April 29, 2020, at mediation, Appellant agreed to clincher the indemnity aspects of her claim for an additional 40% to the knee or \$30,000. As part of the settlement, Respondents agreed to leave medical open for her right knee with one of two authorized treating orthopedists. If those physicians declined to see her, the parties agreed that the Commission could appoint another doctor. (WCC #1421297) Such finding is based on the arguments of the parties and the Commission's file.
6. It is also admitted the Appellant suffered a psychological injury during the course and scope of her employment in May of 2017. (WCC #1717574) Such finding is based on the arguments of the parties and the Commission's file.
7. On April 29, 2020, at mediation, Appellant agreed to clincher her psychological claim the on a full and final basis for \$45,000. (WCC #1717574) Such finding is based on the arguments of the parties and the Commission's file.
8. Both agreements appear to be fair on their face. Such finding is based on the arguments of the parties and the Commission's files.
9. The amount of compensation and the time and manner of payment outlined in the settlement agreements is in accord with the provisions of the South Carolina Workers

Compensation Act. Such finding is based on the arguments of the parties and the Commission's files.

10. Claimant was represented by competent counsel at the time of settlement. Such finding is based on the Commission's files.
11. There is no credible evidence that Claimant was coerced, pressured, or forced to enter into these agreements against her will. Such finding is based upon the arguments of the parties and the Commission's files.
12. Former Commissioner Derrick Williams² mediated both claims to conclusion and filed a Form 70 with the Commission, confirming settlement in both claims. Such finding is based on the Commission's files.
13. The settlement documents were signed by the Claimant, her counsel of record and defense counsel at the conclusion of mediation. Such finding is based on the arguments of the parties and the Commission's files.
14. The settlement documents were timely mailed to the commission for filing. Such finding is based on the arguments of the parties and the Commission's file.
15. It is a perfunctory/ministerial act of the Commission to accept settlement paperwork which has been executed by represented parties.
16. Where settlement documents are fully executed by represented parties and their counsel and presented to the commission, the South Carolina Workers Compensation Act clearly favors settlements.

² Mr. Williams was instrumental in drafting the rules and regulations implementing mediation in workers compensation cases in South Carolina.

CONCLUSIONS OF LAW

Accordingly, as provided under South Carolina Code of Laws, §42-17-40, and §1-23-320, it is the determination of the Appellate Panel that:

1. Pursuant to S.C. Code Ann. §42-9-390, Commission approval of settlements between represented parties is not required.
2. Also pursuant to S.C. Code Ann. §42-9-390, the amount of compensation and the time and manner of payment as documented in the previously executed clincher agreements in WCC Claim Nos. 1421297 and 1717574, are in accordance with the provisions of the South Carolina Workers Compensation Act and such settlements should be enforced.

ORDER

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Decision and Order of the Hearing Commissioner is **AFFIRMED**.

IT IS SO ORDERED.




Commissioner Aisha Taylor

For the Appellate Panel

WE CONCUR:



Susan S. Barden



Commissioner Gene McCaskill

1421297 and 1717574 Shelia Hutchins vs Security Group Inc.

Order Served via E-Mail:

--	--

Order Served via USPS:

Sheila F. Hutchins 1391 Wilcox Avenue Gaffney, SC 29341-2956		
Tracy Welsh Tiddy, Esquire Willson Jones Carter & Baxley, P.A. 325 Rocky Slope Road Suite 201 Greenville, SC 29607		

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 D. Deller on April 14, 2021

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

Sep 20 2021

SC Court of Appeals

APPEAL FROM THE SOUTH
CAROLINA WORKERS'
COMPENSATION COMMISSION

Case No. 2021-000517

Shelia Hutchins, Employee,

Appellant,


v.

Security Group, Inc.,
Employer, and Hartford
Accident & Indemnity Co.,
Carrier,

Respondents.

PROOF OF SERVICE

I hereby certify that I served the Motion to Strike on Shelia Hutchins by depositing a copy of it in the United States Mail, Certified, postage prepaid, on September 20, 2021 addressed to 1391 Wilcox Avenue, Gaffney, SC 29341.


Tracy Welsh Tiddy
S.C. Bar No. 9581
325 Rocky Slope Road, Suite 201
Greenville, South Carolina 29607
(864) 527-3271
Attorney for Respondents



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Greenville, SC 29607
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September 20, 2021

RECEIVED

Sep 20 2021

SC Court of Appeals

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211


Re: Shelia Hutchins vs. Security Group, Inc.
Case No.: 2021-000517
WCC File No.: 1421297 DOI: 11/20/2014
Carrier: Hartford Accident and Indemnity Co - Claim No.: YKT78329C
WJCB File No.: 0100.02739

Dear Ms. Kitchings:

I enclose for filing a Motion to Strike in the above-referenced case. I am also enclosing a check in the amount of \$50.00 in payment of the required filing fee. By copy of this correspondence, I am serving a copy of the Motion to Strike on Shelia Hutchins, the Appellant.

With kindest regards,

WILLSON JONES CARTER & BAXLEY, P.A.


Tracy Welsh Tiddy

TWT/jcw
Enclosures

cc: Ms. Shelia Hutchins (via certified mail)
Ms. Danielle Bruehl (via e-mail)