

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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May 09 2022

SC Court of Appeals

APPEAL FROM THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

Case Number 2020-001668
Unpublished Opinion Number 2020-UP-266; Filed December 9, 2020

Johnnie Bias, Employee, Petitioner,

v.

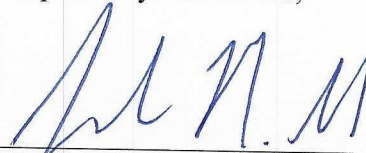
SCANA Corporation, Self-Insured Employer, Respondent.

WITHDRAWAL OF APPEAL

Jacob M. Smith, Esquire
SC Bar No.: 100757
Smith & Jones Law, LLC
949 E. Main St., Suite B
Lexington, SC 29072
(803) 996-3333
Attorney for Petitioner

Pursuant to Rule 260(b), SCRAP, the petitioner requests his Appeal be withdrawn. The Petitioner and the Respondent (SCANA) have reached a mutual settlement, and as part of the settlement, the Petitioner has agreed to withdraw his appeal. (See Exhibit 1). The settlement amount will end all claims and potential claims between the Petitioner and the Respondent.

Respectfully Submitted,



Jacob M. Smith, Esquire
SC Bar No.: 100757
Smith & Jones Law, LLC
949 E. Main St., Suite B
Lexington, SC 29072
(803) 996-3333
Attorney for Petitioner

Lexington, South Carolina
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PROOF OF SERVICE

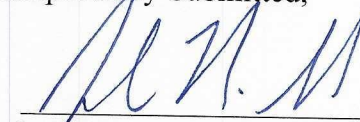
I certify that I have served the Withdrawal of Appeal on Counsel for the Respondent and the South Carolina Court of Appeals electronically, to the email addresses listed below on May 9, 2022.

Grady L. Beard, Esq. - gbeard@robinsongray.com
Nicholas L. Haigler, Esq. - nhaigler@robinsongray.com

South Carolina Court of Appeals
ctappfilings@sccourts.org

February 9, 2022

Respectfully Submitted,



Jacob M. Smith, Esq. (SC Bar #100757)
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Lexington, South Carolina 29072
(803) 996-3333
jsmith@smithandjoneslaw.com
Attorney for Petitioner

Pending review before the Supreme Court of South Carolina, the parties have carried on negotiations for settlement and have now reached a compromise settlement; that is, the defendant, without admitting any liability, and solely in order to bring the case to a close once and for all and to be relieved from any and all liability, medical expenses, and other expenses, has agreed to pay the claimant the sum of Three Hundred Thousand and No/00 (\$300,000.00) Dollars in exchange for a release in full and complete satisfaction of any and all claims, demands, past, present, or future medical expenses, and any and all expenses which the claimant has or may hereafter be entitled to have under and by virtue of the South Carolina Workers' Compensation Act in any way arising out of or related to the alleged accident on October 14, 2014, while the claimant was an employee of SCANA Corporation. This amount is based upon the claimant's compensation rate of \$752.16 per week. The parties understand and hereby acknowledge that this settlement is entered into on a doubtful and disputed basis with regard to the accident as alleged by the claimant. The parties further agree the claimant shall be fully and wholly responsible for resolving any liens related to payments to the claimant of long-term disability benefits resulting from this alleged accident, as well as any benefits paid by the Social Security Administration subsequent to the filing of this claim. The defendant agrees to waive any liability on the part of the claimant for any short-term disability benefits and/or any medical benefits provided or paid the defendant as a result of this alleged claim.

The claimant has agreed to accept the aforesaid sum, to be paid aforesaid, in full and final settlement of all claims, actions, or causes of action; additional or future medical expenses; mileage reimbursement claims; prosthesis expenses; demands for compensation, past, present and future; any change of condition; death benefits; and for disfigurement; and has agreed that, upon payment of said sum, as aforesaid, the defendant will be fully acquitted and discharged from any and all liability and future liability and expenses on account of, in any way arising out of, or in connection with the alleged accident on or about October 14, 2014, and the aforesaid injuries and problems.

The claimant is represented by Jacob Smith, Esquire. The claimant hereby represents that he has been fully advised of his rights under the South Carolina Workers' Compensation Act and that he is of the opinion that the proposed settlement is reasonable and fair. Each of them requests the South Carolina Workers' Compensation Commission to approve this settlement as set forth in this agreement. The parties acknowledge that the Commission relies upon the representation of counsel for the claimant that the claimant has been fully apprised of his rights under the laws of the South Carolina Workers' Compensation Act.

The parties have considered Medicare's interests with regard to the settlement of the medical portion of this claim, as required under the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)(2), et seq, and the current MSP regulations, codified at 42 C.F.R. § 411.20, et seq. Because the parties have agreed to resolve the portion of claimant's claim involving the claimant's entitlement to future medical treatment, the parties have evaluated whether a Workers' Compensation Medicare Set-Aside Arrangement (WCMSA) would be necessary or appropriate. It is not the intention of the parties to the settlement that responsibility for any future medical treatment related to the accident will be shifted from defendants to Medicare. The parties understand that in certain circumstances, a WCMSA may be necessary to protect the interests of Medicare and/or the claimant as a current Medicare beneficiary in conjunction with the full and final settlement of a workers' compensation claim. The parties have considered and evaluated whether a WCMSA should be established in this case. Based upon the foregoing, the parties agree that a WCMSA is not necessary or required to adequately consider and protect Medicare's interests, and no portion of this settlement should be apportioned to fund a WCMSA. **See Exhibit A.** This decision was approved by the Centers for Medicare and Medicaid Services (CMS) on April 26, 2022. **See Exhibit B.**

UTICA-MOHAWK

That the aggregate of the proposed settlement is the sum Three Hundred Thousand and 00/100 Dollars (\$300,000.00) of that Employee requests this Commission to approve the allocation of the aforementioned proposed settlement as follows:

One Hundred Thousand and 00/100 Dollars (\$100,000.00) to Smith & Jones Law, LLC as attorneys' fees; Fifteen Thousand Thirteen and 98/100 Dollars (\$15,013.98) to Smith & Jones Law, LLC as reimbursement of costs and expenses; One Hundred Eighty Four Thousand Nine Hundred Eighty Six and 02/100 Dollars (\$184,986.02) to the employee as compromise settlement of future disability benefits commencing as of May 27, 2022 for a period of 16.80 years or 873.6 weeks, the life expectancy of the employee, at the rate of Two Hundred Eleven 75/100 Dollars (\$211.75) per week pursuant to the South Carolina Life Expectancy Table in Section 19-1-150, 1976 Code of Laws of South Carolina, as amended, and as interpreted by the South Carolina Supreme Court in the decision of Utica-Mohawk Mills, 227 S.C. 226, 87 S.E.2d 587 (1955), James v. Anne's Inc., 390 S.C. 188; 701 S.E.2d 730 (2010), and the case of Sciarotta v. Bowen, 837 F.2d 135 (3rd Cir. 1989).

A final determination of Attorney's Fee and Costs will be set forth upon the Attorney Fee Petition.

RELEASE

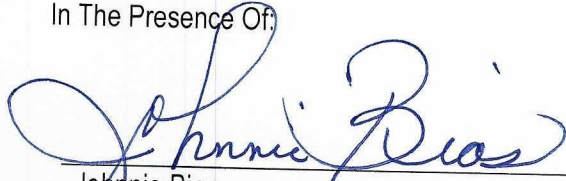
NOW, THEREFORE, based upon the premises herein and the payment of the sum of Three Hundred Thousand and No/00 (\$300,000.00) Dollars, I do hereby release, acquit, and forever discharge SCANA Corporation of and from any and all claims, demands, actions, or causes of action of any nature; for compensation; for any and all types of disability, past, present and future; for any change of condition; for disfigurement; for death benefits; for all future medical expenses and/or prosthesis expenses; mileage reimbursement claims; and for all other expenses, under and by virtue of the South Carolina Workers' Compensation Act arising out of or in any way connected with the aforesaid accident, injuries, and problems sustained by me while in the employ of SCANA Corporation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of 5/9/22, 2022.


[Signatures on following page]

SIGNED, SEALED & DELIVERED

In The Presence Of:

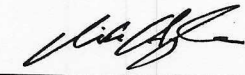


Johnnie Bias
Claimant/Employee



Jacob M. Smith, Esquire
Attorney for Claimant/Employee

SCANA Corporation



Nicolas L. Haigler, Esquire
Attorney for Employer/Carrier