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In Smith v. Parks Hotels & Resorts, 2022 Ga. App. LEXIS 280 (June 8, 2022), Stephanie Riddle was killed by her boyfriend while working as a housekeeper at a Hilton hotel. Her aunt, Cottingham, was appointed as the guardian of her minor children, and Cottingham hired Deming to represent her in that capacity. Deming then filed a workers' compensation claim based on Riddle's death.

The probate court appointed Cottingham as the conservator of the children. Cottingham then reached a settlement agreement with Hilton and signed a settlement, release, and indemnification by which she agreed to release Hilton from any wrongful death claims based in workers' compensation or tort. Cottingham certified that she had the sole right and authority to execute the agreement and signed the agreement as the guardian and conservator. In return, Hilton agreed to pay $150,000. The probate court appointed Herrera as the administrator of Riddle's estate, authorizing her to receive the settlement proceeds.

After the settlement agreement was approved by the Board and the settlement sums were paid by Hilton, Herrera filed a notice with the probate court detailing the payments. Cottingham was then replaced as conservator by Smith.

After he was named as the new conservator, Smith filed a motion to set aside the workers' compensation award approving the settlement. Smith argued that the probate court precluded Cottingham from entering into a workers' compensation settlement agreement without its approval, such that "the settlement approved by the Board was void because there was a non-amendable defect on the face of the record." Smith also argued that the Board's approval of the settlement was the result of fraud, accident, or mistake.

The trial court agreed with Smith that there was a non-amendable defect in the record, finding that the probate court "restricted Cottingham's ability to enter into a settlement agreement that would dispose of the children's property without obtaining a court order by the probate court." However, the trial court nonetheless denied Smith's motion. Smith appealed to the Court of Appeals (but did not appeal the finding that there was no fraud, accident, or mistake). Hilton also appealed the trial court's order finding that there was a non-amendable defect in the record.

The Court of Appeals addressed Hilton's cross-appeal first. The Court noted that "a judgment is void on its face when there is a non-amendable defect appearing on the face of the record." While

the trial court found that the probate court required its written approval before entering into a settlement agreement, the Court of Appeals determined that this factual finding was "belied by the record." That is, Smith had "specifically requested that the probate court inform the parties as to whether its approval of the workers' compensation settlement was required," and the probate court responded by noting that the Board's "authority to review appropriate settlements is governed by Georgia law and the settlement agreement's terms." The probate court then went on to clarify that the settlement at issue did not require its approval and "expressly stated that it 'lacked legal authority' to even review a settlement approved by the Board in a workers' compensation proceeding." The Court of Appeals further noted that the probate court was aware of the settlement payments made by Hilton and did not object to those payments.

As the Court of Appeals noted, the only evidence supporting the argument that the probate court prohibited a settlement was the language of the letters of conservatorship, which reflected that Cottingham "shall . . . not sell or give away any of the minor's property without a court order." However, "the probate court subsequently issued a written order explaining that this requirement did not apply to workers' compensation settlement agreements approved by the Board." The Court of Appeals therefore concluded that "the alleged defect on the face of the record identified by the trial court simply did not exist."

Although the trial court erred in finding that there was a defect on the face of the record, the trial court correctly denied the motion to set aside the workers' compensation settlement. The Court of Appeals therefore affirmed the denial of Smith's motion, noting that they would affirm a judgment "so long as it is right for any reason."

Settling a workers' compensation death claim with minor children involved can be a more complicated task as compared to a traditional settlement with a merely injured employee. This decision by the Court of Appeals lets employers and insurers know that an agreement to settle a claim is indeed final and that, absent some extreme extenuating circumstances (which were not present in this case), that settlement cannot later be set aside. If the Court had found otherwise, employers and insurers could have faced considerable uncertainty with regard to future settlements of death claims, so this decision by the Court was a welcome one from this writer's perspective.

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