BEFORE THE ARKANSAS WORKERS' COMPENSATION COMMISSION

CLAIM NO. H303262

TROY PIGGS, EMPLOYEE	CLAIMANT
AFFOLTER CONTRACTING, INC., EMPLOYER	RESPONDENT
ARGONAUT INSURANCE COMPANY, INSURANCE CARRIER/TPA	RESPONDENT

OPINION FILED JULY 30, 2026

Upon review before the FULL COMMISSION in Little Rock, Pulaski County, Arkansas.

Claimant appeared *pro se*.

Respondents represented by the HONORABLE GARRETT O'BRIEN, Attorney at Law, Memphis, Tennessee.

Decision of Administrative Law Judge: Affirmed.

OPINION AND ORDER

The law firm of Chhabra, Gibbs & Gustavis petitions for a review of a **NUNC PRO TUNC ORDER APPROVING JOINT PETITION FOR FINAL SETTLEMENT** entered on June 30, 2026. In said **ORDER**, an administrative law judge found that the petitioner shall be paid $12,500.00 as satisfaction of an attorney fee lien. After reviewing the pleadings, the Full Commission affirms the administrative law judge's **ORDER**.

I. HISTORY

The parties stipulated that the claimant, Troy L. Piggs, "sustained a compensable injury to his neck/spine" on October 2, 2022. The parties

stipulated that the claimant was placed at maximum medical improvement on January 11, 2024. The Full Commission entered an ORDER on September 18, 2025: "This case comes before the Full Commission on the motion of claimant to remove the Chhabra, Gibbs & Gustavis, P.A. as counsel….Therefore, after reviewing the motion and all other matters before the Commission, we find that the motion should be granted."

As stated, a **NUNC PRO TUNC ORDER APPROVING JOINT PETITION FOR FINAL SETTLEMENT** was entered on June 30, 2026. Pursuant to the settlement, the respondents were ordered "to pay to the Claimant $100,000.'' From that sum, $34,095.28 was to be withheld from the claimant and "paid as satisfaction of unpaid child support obligations owed by Claimant to the State of Mississippi." The **ORDER** further provided in part:

> **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that after the payment of the unpaid child support obligations owed by Claimant to the State of Mississippi in the amount of $34,095.28 and after the payment of an attorney fee lien to the law firm of Chhabra, Gibbs & Gustavis, P.A., in the amount of $12,500.00, that the Claimant will receive the remaining settlement proceeds in the amount of Fifty-Three Thousand Four Hundred and Four and 72/100th Dollars (53,404.72), such payment to be in a lump sum and without discount.

The petitioner states, "The attorney lien is superior to the child support lien." The petitioner cites Ark. Code Ann. §16-22-304(Repl. 2012) which statute provides, "(c) This lien shall apply to proceedings before the

Workers' Compensation Commission." The petitioners invoke "*quantum meruit*" and contend that their lien should be "no less than $25,000." The definition of *quantum meruit* is "a claim for unjust enrichment which does not involve enforcement of a contract." *Sisson v. Ragland*, 294 Ark. 629, 745 S.W.2d 620 (1988). An attorney discharged with or without cause can recover the reasonable value of his services to the date of discharge. *Crockett & Brown, P.A. v. Courson*, 312 Ark. 363, 849 S.W.2d 938 (1993).

In the present matter, we note that the petitioners in their pleadings represent themselves as counsel for the claimant, even though the Full Commission removed them as attorneys of record on September 18, 2025. The petitioners assert that they "expended 238.0 documented hours" on matters such as discovery, motions, and analysis. We note that the petitioners' claim of $89,868.02 would nearly consume the agreed settlement. The Full Commission finds that the $12,500.00 attorney's fee calculated by the administrative law judge fairly and accurately represents the benefit the petitioners provided to the claimant with regard to the petitioners' legal services before their discharge as counsel. *See Courson, supra*. The $12,500.00 attorney's fee is adequate for the petitioners' services performed on the claimant's behalf. *See Robinson v. Champion*, 251 Ark. 817, 475 S.W.2d 677 (1972). Our decision is not contrary to *Wren v. DeQueen Sand & Gravel Co.*, 87 Ark. App. 212, 189 S.W.3d 522 (2004).

The Court of Appeals in *Wren* held that a discharged attorney is entitled to assert an attorney's lien. The Full Commission in the present matter is likewise affirming an attorney's lien in the amount of $12,500.00 based on *quantum meruit*.

The Full Commission finds that the $12,500.00 attorney's fee lien is proper in accordance with applicable statutory law and quantum meruit. We therefore affirm in its entirety the **NUNC PRO TUNC ORDER APPROVING JOINT PETITION FOR FINAL SETTLEMENT** entered on June 30, 2026.

IT IS SO ORDERED.

_____
SCOTTY DALE DOUTHIT, Chairman

_____
M. SCOTT WILLHITE, Commissioner

_____
MICHAEL R. MAYTON, Commissioner