

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**

APPEAL FROM THE SOUTH  
CAROLINA WORKERS'  
COMPENSATION COMMISSION

MAY 02 2024

SC Court of Appeals

Aisha Taylor, R. Michael Campbell, II, T. Scott Beck, Commissioners

Appellate Case No. 2023-001944

Amy Perez, Claimant,

Appellant,

v.

Aman Medical Transport, LLC,  
Employer, and SC Uninsured  
Employers' Fund, Carrier,

Respondents.

RECORD ON APPEAL

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DECISION AND ORDER OF THE  
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION  
WCC FILE NO. 2203275

Amy Perez, )  
Alleged Employee, )  
Claimant, )  
)  
vs. )  
)  
Aman Medical Transport, LLC, )  
Alleged Employer, )  
and )  
)  
S.C. Uninsured Employers' Fund, )  
)  
Defendants, )

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**DECISION AND ORDER**

HEARING: Held in Hartsville, South Carolina on October 6, 2022.

APPEARANCES: Claimant represented by Andrew D. Smith, Esquire,  
Of Charleston, South Carolina.

Defendants/Employer, Aman Medical Transport, LLC failed  
to appear.

South Carolina Uninsured Employers Fund represented by  
Samuel T. Brunson, Esquire of Florence, South Carolina.

PURPOSE OF THE HEARING: To determine the issues set forth on the Forms 50 and 51.

DECISION AND ORDER: By Cynthia C. Dooley., Commissioner

FILED: January 30, 2023

I. SUMMARY OF THE CASE

This matter arises out of an accident which occurred on January 21, 2022, in Darlington, County, South Carolina. On that day, the Claimant, Amy Perez, was driving an ambulance owned by Aman Medical Transport, LLC when a vehicle driven by Celica Elizabeth Martin crossed the center line and struck the vehicle driven by Claimant head on. As a result of that collision, the Claimant suffered injuries including substantial injuries to her right leg and ankle.

On March 24, 2022, the Claimant filed a Form 50 with the South Carolina Workers' Compensation Commission. That form named Aman Medical Transport, LLC as Employer, and the South Carolina Uninsured Employers' Fund as Carrier. According to Commission records, the claim was established on April 4, 2022, and assigned Workers' Compensation File Number 2203275. The South Carolina Uninsured Employers' Fund established their File Numbered 2022-0699 on March 31, 2022. The Uninsured Fund filed a Form 51 on April 8, 2022, basically a General Denial. In addition, the Fund raised all affirmative defenses in this case.

The Claimant alleged that she was an employee of Aman Medical Transport on and before January 21, 2022. On that date, she sustained a severe injury to her right lower extremity including her right foot and ankle and has also developed problems with her Lumbar Spine. The Claimant contended that Aman Medical Transport regularly employ four more employees and were thus subject to the Workers' Compensation Act. She was claiming Temporary Total Disability Benefits from the date of her accident and continuing. She sought her past medical care to be paid and also requested to see an additional specialist for her right lower extremity and a physician to evaluate her lower back pain.

The Claimant contended that she was working two jobs at the time of her accident. She contended a total average weekly wage on both jobs of Six Hundred Twenty-Four and 36/100 (\$624.36) Dollars per week with a compensation rate of Four Hundred Sixteen and 26/100 (\$416.26) Dollars applicable.

No Representative of Aman Medical Transport, LLC appeared at the Hearing. Attorney Samuel T. Brunson, who appeared on behalf of the Uninsured Employers' Fund stated that he was assigned the claim on May 3, 2022. At that time, he wrote Shannon Bennett, the Registered Agent for Aman Medical Transport, LLC, a letter requesting contact. He did not hear from Ms. Bennett. In late June, the Commission issued a Hearing Notice setting this matter for a Hearing during the third week of August. At that time, Mr. Brunson again wrote Ms. Bennett and forwarded a Subpoena requesting wage records for the Claimant and a list of her other workers. Again, Ms. Bennett did not respond.

Mr. Brunson stated that about a week before the first scheduled Hearing, the Commission was emailed by a lady named Tonya Lloyd who claimed to be a consultant with Aman Medical Transport. Ms. Lloyd explained that the owners of the company, Shannon Bennett and Rhonda Watts had a medical emergency and needed the case postponed. The Workers' Compensation Commission postponed the matter at that time and reset the case for October 6, 2022. Mr. Brunson explained that he forwarded a letter and Subpoena to Tonya Lloyd on September 1, 2022, again requesting wage and employment records. When he received no response, he emailed Ms. Lloyd requesting contact. On September 26, 2022, approximately ten days before the scheduled Hearing, Mr. Brunson talked with Tonya Lloyd who informed him that the matter needed to be postponed further. Shortly after that, Rhonda Watts requested postponement by

emailing the Workers' Compensation Commission. It was sent to the wrong office at the Commission but eventually was forwarded to the Undersigned Commissioner's Administrative Assistant. The Attorney for the Claimant, Mr. Smith, objected to further postponing this case so no action was taken on the Motion.

Mr. Brunson stated that he had emailed and texted Tonya Lloyd and Rhonda Watts regarding their appearance at the Hearing today. He had received no response. Following Pre-Trial, he walked around the Hearing location and could find no one appearing on behalf of Aman Medical Transport, LLC. However, because Rhonda Watts requested postponement, it is clear she had Notice of the Hearing. During Pretrial, the Uninsured Fund informed the Commissioner that a General Denial had been filed on behalf of the UEF. The Employer, Aman Medical Transport did not file a Form 51 with the Commission. Pursuant to Commission Rules, their failure to file is treated as a General Denial. The Uninsured Fund stated that the Commission needed to decide if the Commission had jurisdiction, and if so, if the Claimant sustained a Compensable Injury by Accident. If so, the Commission needed to determine what benefits were due and in what amount. The Uninsured Fund requested that the issue of average weekly wage be made without prejudice as wage records had been requested from the Employer on numerous occasions but were not provided.

During the testimony in this case, the Claimant was asked by her Attorney how she had been supporting herself during the pendency of her Workers' Compensation claim. The Claimant testified that she received child support from her ex-husband, used her savings, and stated that she had recently received Settlement Money from her third-party claim. At that time, a Motion

was made to have documents regarding the third-party claim produced and provided to the Commission to allow a determination whether an Election of Remedies had been made.

This issue had previous been raised in the Claimant's deposition which was taken on August 8, 2022. That deposition is a part of the record in this case. During the deposition, conducted on 8/11/2023, the Attorney for the Claimant stated that the claim against the third-party had not been settled and that no Election of Remedy had been made. Upon Motion by Mr. Brunson, the Attorney for the Claimant, Andrew Smith, stipulated to provide the Settlement Documents and the record was held open for their receipt.

## II. APA SUBMISSIONS

Pursuant to the Administrative Procedures Act, the Claimant offered into evidence the following documents:

APA #1: Medical Reports of McLeod Regional Medical Center Dated 1/21/2022 through 2/24/2022, numbered pages 1-150;

In addition, the Claimant offered into evidence the following Exhibits.

Exhibit A: Claimant's W-2 from Doll Gen Corp., LLC. d/b/a Dollar General dated 10/19/2021 through 12/31/2021, numbered page 151;

Exhibit B: Claimant's Form 20 Doll Gen Corp., LLC. d/b/a Dollar General dated 10/19/2021 through 12/31/2021, numbered page 152;

Exhibit C: Photo of Claimant's injury dated 1/20/2022, numbered page 153;

Exhibit D: Deposition of Claimant Transcript dated 8/8/2022, numbered pages 154-162;

Exhibit E: Form 27 Subpoena, Aman Medical Transport, LLC dated 9/14/2022, numbered pages 163-165.

In addition, the Uninsured Employers' Fund offered into evidence the following Exhibits:

Exhibit 1: Claimant's DEW Printout dated 2011 through 2022, numbered page 22.

Exhibit 2: PSC Application of Employer dated 6/22/2022 numbered pages 22-33.

As mentioned above, the Uninsured Employers' Fund requested that the record be held open to allow records regarding the Claimant's Third-Party Settlement to be provided to the Commission which was stipulated to by the Attorney for the Claimant. By letter dated October 14, 2022, Attorney Andrew Smith emailed documents to the Workers' Compensation Commission. Those documents consisted of eighteen (18) pages including a disbursement sheet for Amy B. Perez dated August 16, 2022 consisting of three pages, a Receipt and Release Uninsured Motorist Coverage dated June 21, 2022 consisting of three pages, an Agreement and Covenant not to Execute dated June 2, 2022 consisting of six pages, and six undated documents regarding coverage for Celica Martin of Liberty Mutual Insurance Company and coverage for Amy B. Perez from Progressive Direct Auto Insurance Coverage. These documents were reviewed by the Undersigned Commissioner and used in making the decision in this case.

### III. EVIDENCE OF THE CASE

The Claimant, Amy Bernice Perez, was the only witness to testify at the Hearing. At the time of the Hearing, Ms. Perez was forty-five years of age. She was divorced with three children. Ms. Perez currently lived in Chesterfield, South Carolina. Ms. Perez finished high school and testified that she attended some college.

Ms. Perez testified that at the time of her accident, she was employed by Aman Medical Transport, LLC. She explained that Aman Medical Transport, LLC transported non-mobile patients back and forth to their medical appointments or treatments. Before working for Aman, she worked for a bus Manufacturing Company in North Carolina.

Ms. Perez testified that she began working for Aman in late 2019 or early 2020. When she began working for Aman, she had to take special driving courses, had to learn how to operate the equipment, and had to be certified in CPR.

Ms. Perez testified that Aman Medical Transport, LLC regularly employed four or more people at the time of her accident. She stated that during her employment, there were as many as nine employees. She was unsure of the exact number because she operated a van as a single operator. She testified that Aman was run by Rhonda Watts and that there was another owner, Shannon Bennett.

Ms. Perez testified that there was a paperwork person and two full-time mechanics. They were named Jimmy and Logan. Aman also had a dispatcher. There were two women named Courtney who drove individual vans. Aman Medical Transport had two vans which were driven by a single individual and two ambulances that required two persons to operate. Ms. Perez testified that Aman required that she require a uniform. In addition, they provided the van or ambulance and all the equipment needed to provide its services. She would be forwarded a text message telling her when to come to work and what her duties were. Ms. Perez stated she was paid Ten and no/100 (\$10.00) Dollars per hour and work thirty to forty hours per week.

Ms. Perez testified she also worked for Dollar General. She began working for Dollar General in mid-October of 2021. There she was paid Nine and 25/100 (\$9.25) Dollars per hour. She worked between twenty-five and thirty hours for Dollar General.

Ms. Perez testified that the accident in question occurred on January 21, 2022. That day, she went to work in the morning and picked up a transportation van. She went to Darlington to pick up a client to take them to physical therapy in Hartsville. After she picked up the client and proceeded toward the medical facility, a lady going approximately eighty miles an hour lost control of her car and hit the van head on.

Ms. Perez was transported by EMS to McLeod Hospital in Florence. There, she was treated for severe injuries to her right leg. As a result of those injuries, she has had three surgeries on her right leg. During the first surgery, an external fixator was used. During the second surgery, internal fixation was used to treat her fractures. She also was hospitalized inpatient in aftercare therapy. Her hospital bills have been paid by Medicaid.

Ms. Perez testified that she has not worked since the accident. She has been treated primarily by Dr. Sparkman. Dr. Sparkman did not allow weight bearing from the date of her accident until sometime in July. Since that time, she was allowed to place limited weight on her right foot while wearing a boot. Shortly before the Hearing, she again saw Dr. Sparkman. At that time, she was allowed to bear weight without using her boot.

In response to questioning from her attorney, Ms. Perez testified how she had supported herself since this accident. She testified that she used child support for her children, her savings, and had just recently received proceeds from an insurance company from her car accident claim.

Ms. Perez stated that since weight bearing has been allowed, she has developed pain in her low back. She requested an opportunity to see a physician regarding that pain.

During cross examination, Ms. Perez testified that she had recently received money from an insurance company for her car wreck. She stated that she settled the car wreck case and the insurance company paid the maximum they could pay. She admitted that she settled the case against the adverse driver. She believes the Settlement finally was concluded a week or so before the Hearing.

Ms. Perez stated that she returned to Dr. Sparkman the day after her deposition. She has not seen him since then. During that visit, she was allowed to go out in public without her boot on. She uses a cane when she walks in public. Her ankle swells when she walks. She testified that her back has begun hurting since she began walking more.

Medical reports from McLeod Regional Medical Center were introduced into evidence. Those documents show that the Claimant was taken by ambulance to that facility. There, she was diagnosed as suffering a Fibula Fracture of her right leg, a dislocation of her right ankle joint, and a laceration of that leg. An external fixator was placed on the Claimant's leg. She remained at McLeod Hospital from January 21, 2022 until January 28, 2022.

The Claimant was discharged from McLeod on January 28, 2022 and placed in an Inpatient Rehab Facility. The physicians were allowing time for her swelling to go down so that surgery could be performed. The Claimant was readmitted to McLeod Hospital on February 21, 2022. Internal Fixation Surgery was performed at that time. She was discharged from the hospital on February 24, 2022.

Following the Hearing on October 6, 2022, the record was held open for the provision by the Claimant of the documents related to her third-party settlement. On October 14, 2022, the Attorney for the Claimant forwarded to the Workers' Compensation Commission documents regarding the Third-Party Settlement. Those documents show that monies from the third-party settlement were dispersed to the Claimant on August 16, 2022. Included in those monies were liability insurance payments from the adverse driver's insurance coverage.

Those documents also include an Agreement and Covenant Not to Execute signed by the Claimant as to the Third-Party Tortfeasor, Celica Elizabeth Martin. That document effectively ends all claims the Claimant has against the Third Party in this case. Following the provision of the above documents, the Undersigned Commissioner requested Briefs from the Attorneys involved. Those Briefs were provided on November 18, 2022.

Based upon review of all the evidence including the testimony of the witness, medical documents, and exhibits, there is substantial, credible, and probative evidence which support the following:

#### IV. Findings of Fact

1. The Claimant, Amy Perez was involved in a motor vehicle accident on January 21, 2022 and injured her right lower extremity.
2. The Claimant seeks a determination that she was employed by Aman Medical Transport, LLC on and before January 21, 2022 and that she made Ten and no/100 (\$10.00) Dollars per hour and worked thirty to forty hours per week. She also alleged that Aman had over four employees on the date of the accident. The Claimant also claims that she had a second job with Dollar General where she earned Nine and 25/100 (\$9.25) Dollars per hour and worked twenty-five to

thirty hours per week. She alleges a combined average weekly wage of Six Hundred and Twenty-Four and 36/100 (\$624.36) Dollars and a compensation rate of Four Hundred Sixteen and 26/100. (\$416.26) Dollars. The Claimant seeks Temporary Total Benefits from the date of the accident and continuing, additional medical treatment and the payment of past and future medical treatment until she reaches Maximum Medical Improvement. The Claimant also alleges an injury to her back on the date of the accident.

3. Aman Medical Transport was timely served with Notice of the Previous Hearing which was scheduled for August 23, 2022. The Company requested a postponement at that time due to illness which was granted.

4. Another Notice of Hearing was timely served upon Aman Medical Transport for the Hearing of October 6, 2022. Several days before that Hearing, Aman again asked for Postponement of the Hearing due to illness. The claimant's Attorney objected to that postponement as the claim had been previously postponed and the Claimant had not received benefits or medical treatment since her accident. The Commission planned to rule on the request for postponement at the hearing. However, Representatives for Aman Medical Transport failed to appear.

5. Aman Medical Transport did not appear for the properly scheduled and Noticed Hearing and the Hearing Proceeded as scheduled.

6. The Uninsured Employers' Fund was present at the scheduled Hearing. The Uninsured Fund tried to reach Aman Medical Transport on numerous occasions. The UEF also requested employment documents including wage records and never received any response to those

requests. The Uninsured Fund requested that any determination of an average weekly wage and compensation rate be made without prejudice in the event that payroll records later became available.

7. Following her automobile accident on January 21, 2022, the Claimant received medical treatment at McLeod Regional Medical Center in Florence, South Carolina.

8. The Claimant was evaluated at McLeod Regional Medical Center on January 21, 2022 where she was diagnosed with a Fibula Fracture, dislocated right ankle, and laceration of her leg. She complained of pain in the left calf, right ankle, and low back. The right lower extremity was splinted (Claimant's APA pages 1-103).

9. On January 22, 2022, the Claimant underwent closed reduction and external fixation of the right comminuted intra articular distal tibia pilon fracture with associated distal fibular shaft fracture and complete syndesmotic disruption which was completed by Dr. Sparkman. The Claimant remained in the hospital from January 21, 2022, until January 28, 2022. (Claimant's APA, page 23).

10. The Claimant was evaluated by John Ulmer, P.A. on February 15, 2022, and internal fixation was scheduled for February 21, 2022. (Claimant's APA pages 104-107).

11. The Claimant underwent internal fixation of the right tibia by Dr. Sparkman on February 21, 2022. (Claimant's APA pages 108-125).

12. During the Claimant's testimony, in response to questioning by her Attorney, she admitted that she received settlement money from her third-party claim.

13. At that time, a Motion was made to have the documents regarding the third-party claim produced to determine whether an Election of Remedies had been made. The Claimant's Attorney consented to that Motion.

14. The Settlement document show that monies from the third-party settlement were disbursed to the Claimant on August 16, 2022 and included in those monies were liability insurance payments from the adverse driver's insurance coverage.

15. The documents also include an Agreement and a Covenant not to Execute signed by the Claimant as to the third-party tort-feasor, Celica Elizabeth Martin. That document effectively ends all claims against the third-party in this case.

16. The third-party settlement in this case was made without notification to or consent of the Defendants. In addition, the settlement was made without notification to and without the approval of the Workers' Compensation Commission. For that reason, the Claimant has elected her remedy in this case. In making that election, the Claimant has waived any rights to benefits she may have under the South Carolina Workers' Compensation Law.

#### V. Conclusions of Law

During the pendency of her Workers' Compensation claim, the Claimant negotiated and settled her third-party claim. Neither the Commission nor the Defendants were notified of this Settlement.

The facts in this case are identical to those in Fisher V. South Carolina Department of Mental Health, 291 S.E. 2<sup>nd</sup> 200 (1982). In Fisher the Claimant sought benefits under the South

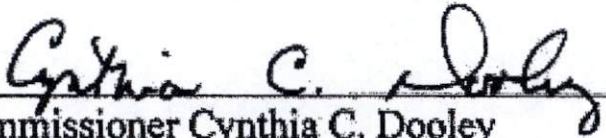
Carolina Workers' Compensation Act after making a compromised settlement with a third-party tort-feasor without the consent of the Employer and/or Carrier. The South Carolina Supreme Court, in Fisher, agreed with the Single Commissioner, Full Commission, and Circuit Court that the Claimant had elected a remedy against the third-party without complying with Section 42-1-560 and, having done so, had no further remedy under the South Carolina Workers' Compensation Act. Pursuant to Section 42-1-560 and Fisher, the Claimant is barred from further recovery under the Act.

#### VI. ORDER

The third-party settlement in this case was made without notification to or consent of the Defendants. In addition, the Settlement was made without notification to and without approval of the Workers' Compensation Commission. For that reason, the Claimant has elected her remedy in this case. In making that election, the Claimant has waived any rights to benefits she may have under the South Carolina Workers' Compensation Law.

**IT IS HEREBY ORDERED**, that because of the above election, the claim is hereby denied and dismissed.

**AND IT IS SO ORDERED.**

  
\_\_\_\_\_  
Commissioner Cynthia C. Dooley

State of South Carolina  
WORKERS' COMPENSATION COMMISSION

APPELLATE PANEL DECISION AND ORDER

Commissioners Taylor, Campbell, & Beck (Chair)

SCWCC FILE NO. 2203275

AMY PEREZ,  
CLAIMANT,

v.

AMAN MEDICAL TRANSPORT, LLC,  
EMPLOYER

And

SC UNINSURED EMPLOYERS FUND  
CARRIER,  
DEFENDANTS

---

AFFIRMED WITH AMENDMENTS

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Held in Columbia, South Carolina  
on April 17, 2023.

Per notice timely and properly served upon all Parties

Claimant represented by Andrew D. Smith, Esquire, Of  
Charleston, South Carolina.

Defendants/Employer, Aman Medical Transport, LLC failed to  
appear.

South Carolina Uninsured Employers Fund represented by  
Samuel T. Brunson, Esquire of Florence, South Carolina.

Court Reporter: Amber Scarborough – 803-252-3445

Filed: December 7, 2023

## I. STATEMENT OF THE CASE

This matter arises out of an accident which occurred on January 21, 2022, in Darlington, County, South Carolina. On that day, the Claimant, Amy Perez, was driving an ambulance owned by Aman Medical Transport, LLC when a vehicle driven by Celica Elizabeth Martin crossed the center line and struck the vehicle driven by Claimant head-on. As a result of that collision, the Claimant suffered injuries including substantial injuries to her right leg and ankle.

On March 24, 2022, the Claimant filed a Form 50 with the South Carolina Workers' Compensation Commission. That form named Aman Medical Transport, LLC as Employer, and the South Carolina Uninsured Employers' Fund as Carrier. According to Commission records, the claim was established on April 4, 2022, and assigned Workers' Compensation File Number 2203275. The South Carolina Uninsured Employers' Fund established their File Numbered 2022-0699 on March 31, 2022. The Uninsured Fund filed a Form 51 on April 8, 2022, basically a General Denial. In addition, the Fund raised all affirmative defenses in this case.

The Claimant alleged that she was an employee of Aman Medical Transport on and before January 21, 2022. On that date, she sustained a severe injury to her right lower extremity including her right foot and ankle, and has also developed problems with her Lumbar Spine. The Claimant contended that Aman Medical Transport regularly employs four more employees and was thus subject to the Workers' Compensation Act. She was claiming Temporary Total Disability Benefits from the date of her accident and continuing. She sought her past medical care to be paid and also requested to see an additional specialist for her right lower extremity and a physician to evaluate her lower back pain.

The Claimant contended that she was working two jobs at the time of her accident. She contended a total average weekly wage on both jobs of Six Hundred Twenty-Four and 36/100 (\$624.36) Dollars per week with a compensation rate of Four Hundred Sixteen and 26/100 (\$416.26) Dollars applicable.

No Representative of Aman Medical Transport, LLC appeared at the Hearing. Attorney Samuel T. Brunson, who appeared on behalf of the Uninsured Employers' Fund stated that he was assigned the claim on May 3, 2022. At that time, he wrote Shannon Bennett, the Registered Agent for Aman Medical Transport, LLC, a letter requesting contact. He did not hear from Ms. Bennett. In late June, the Commission issued a Hearing Notice setting this matter for a Hearing during the third week of August. At that time, Mr. Brunson again wrote Ms. Bennett and forwarded a Subpoena requesting wage records for the Claimant and a list of her other workers. Again, Ms. Bennett did not respond.

Mr. Brunson stated that about a week before the first scheduled Hearing, the Commission was emailed by a lady named Tonya Lloyd who claimed to be a consultant with Aman Medical Transport. Ms. Lloyd explained that the owners of the company, Shannon Bennett and Rhonda Watts had a medical emergency and needed the case postponed. The Workers' Compensation Commission postponed the matter at that time and reset the case for October 6, 2022. Mr. Brunson explained that he forwarded a letter and Subpoena to Tonya Lloyd on September 1, 2022, again requesting wage and employment records. When he received no response, he emailed Ms. Lloyd requesting contact. On September 26, 2022, approximately ten days before the scheduled Hearing, Mr. Brunson talked with Tonya Lloyd who informed him that the matter needed to be postponed further. Shortly after that, Rhonda Watts requested postponement by

emailing the Workers' Compensation Commission. It was sent to the wrong office at the Commission but eventually was forwarded to the Undersigned Commissioner's Administrative Assistant. The Attorney for the Claimant, Mr. Smith, objected to further postponing this case so no action was taken on the Motion.

Mr. Brunson stated that he had emailed and texted Tonya Lloyd and Rhonda Watts regarding their appearance at the Hearing today. He had received no response. Following Pre-Trial, he walked around the Hearing location and could find no one appearing on behalf of Aman Medical Transport, LLC. However, because Rhonda Watts requested postponement, it is clear she had Notice of the Hearing. During Pretrial, the Uninsured Fund informed the Commissioner that a General Denial had been filed on behalf of the UEF. The Employer, Aman Medical Transport did not file a Form 51 with the Commission. Pursuant to Commission Rules, their failure to file is treated as a General Denial. The Uninsured Fund stated that the Commission needed to decide if the Commission had jurisdiction, and if so, if the Claimant sustained a Compensable Injury by Accident. If so, the Commission needed to determine what benefits were due and in what amount. The Uninsured Fund requested that the issue of average weekly wage be made without prejudice as wage records had been requested from the Employer on numerous occasions but were not provided.

During the testimony in this case, the Claimant was asked by her Attorney how she had been supporting herself during the pendency of her Workers' Compensation claim. The Claimant testified that she received child support from her ex-husband, used her savings, and stated that she had recently received Settlement Money from her third-party claim. At that time, a Motion

was made to have documents regarding the third-party claim produced and provided to the Commission to allow a determination whether an Election of Remedies had been made.

This issue had previously been raised in the Claimant's deposition which was taken on August 8, 2022. That deposition is a part of the record in this case. During the deposition, conducted on 8/11/2023, the Attorney for the Claimant stated that the claim against the third- party had not been settled and that no Election of Remedy had been made. Upon Motion by Mr. Brunson, the Attorney for the Claimant, Andrew Smith, stipulated to provide the Settlement Documents and the record was held open for their receipt.

## **II. SINGLE COMMISSIONER FINDINGS OF FACT AND CONCLUSIONS OF LAW**

On January 30, 2023, the hearing Commissioner issued a Decision and Order with the following Findings of Fact and Conclusions of Law:

### Findings of Fact

1. The Claimant, Amy Perez was involved in a motor vehicle accident on January 21, 2022 and injured her right lower extremity.
2. The Claimant seeks a determination that she was employed by Aman Medical Transport, LLC on and before January 21, 2022 and that she made Ten and no/100 (\$10.00) Dollars per hour and worked thirty to forty hours per week. She also alleged that Aman had over four employees on the date of the accident. The Claimant also claims that she had a second job with Dollar General where she earned Nine and 25/100 (\$9.25) Dollars per hour and worked twenty-five to thirty

hours per week. She alleges a combined average weekly wage of Six Hundred and Twenty- Four and 36/100 (\$624.36) Dollars and a compensation rate of Four Hundred Sixteen and 26/100. (\$416.26) Dollars. The Claimant seeks Temporary Total Benefits from the date of the accident and continuing, additional medical treatment and the payment of past and future medical treatment until she reaches Maximum Medical Improvement. The Claimant also alleges an injury to her back on the date of the accident.

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4. Another Notice of Hearing was timely served upon Aman Medical Transport for the Hearing of October 6, 2022. Several days before that Hearing, Aman again asked for Postponement of the Hearing due to illness. The claimant's Attorney objected to that postponement as the claim had been previously postponed and the Claimant had not received benefits or medical treatment since her accident. The Commission planned to rule on the request for postponement at the hearing. However, Representatives for Aman Medical Transport failed to appear.

5. Aman Medical Transport did not appear for the properly scheduled and Noticed Hearing and the Hearing Proceeded as scheduled.

6. The Uninsured Employers' Fund was present at the scheduled Hearing. The Uninsured Fund tried to reach Aman Medical Transport on numerous occasions. The UEF also requested employment documents including wage records and never received any response to those

requests. The Uninsured Fund requested that any determination of an average weekly wage and compensation rate be made without prejudice in the event that payroll records later became available.

7. Following her automobile accident on January 21, 2022, the Claimant received medical treatment at Mcleod Regional Medical Center in Florence, South Carolina.

8. The Claimant was evaluated at Mcleod Regional Medical Center on January 21, 2022 where she was diagnosed with a Fibula Fracture, dislocated right ankle, and laceration of her leg. She complained of pain in the left calf, right ankle, and low back. The right lower extremity was splinted (Claimant's APA pages 1-103).

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11. The Claimant underwent internal fixation of the right tibia by Dr. Sparkman on February 21, 2022. (Claimant's APA pages 108-125).

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14. The Settlement document show that monies from the third-party settlement were disbursed to the Claimant on August 16, 2022 and included in those monies were liability insurance payments from the adverse driver's insurance coverage.

15. The documents also include an Agreement and a Covenant not to Execute signed by the Claimant as to the third-party tort-feasor, Celica Elizabeth Martin. That document effectively ends all claims against the third-party in this case.

16. The third-party settlement in this case was made without notification to or consent of the Defendants. In addition, the settlement was made without notification to and without the approval of the Workers' Compensation Commission. For that reason, the Claimant has elected her remedy in this case. In making that election, the Claimant has waived any rights to benefits she may have under the South Carolina Workers' Compensation Law.

### Conclusions of Law

During the pendency of her Workers' Compensation claim, the Claimant negotiated and settled her third-party claim. Neither the Commission nor the Defendants were notified of this Settlement.

The facts in this case are identical to those in Fisher V. South Carolina Department of Mental Health, 291 S.E. 2nd 200 (1982). In Fisher the Claimant sought benefits under the South Carolina Workers' Compensation Act after making a compromised settlement with a third-party tort-feasor without the consent of the Employer and/or Carrier. The South Carolina Supreme Court, in Fisher, agreed with the Single Commissioner, Full Commission, and Circuit Court that the Claimant had elected a remedy against the third-party without complying with Section 42-1-560 and, having done so, had no further remedy under the South Carolina Workers' Compensation Act. Pursuant to Section 42-1-560 and Fisher, the Claimant is barred from further recovery under the Act.

### III. ISSUES ON APPEAL

1. Did the Single Commissioner err in failing to find that Aman Medical Transport, LLC, was subject to the SC Workers' Compensation Act?
2. Did the Single Commissioner err in failing to find the Claimant was an employee of Aman Medical Transport, LLC and not an independent contractor?
3. Did the Single Commissioner err in failing to find the Claimant is entitled to TTD from the date of the accident and continuing?

4. Did the Single commissioner err in failing to find the Claimant has an applicable average weekly wage, from dual employment, at the rate of Six Hundred Twenty-Four and 36/100 (\$624.36) Dollars per week resulting in an applicable compensation rate of Four Hundred Sixteen and 26/100 (\$416.26) Dollars applicable?
5. Did the Single Commissioner err in failing to find the claimant is entitled to additional medical care and treatment for her right lower extremity and spine?
6. Did the single Commissioner err in finding that the Claimant's third-party settlement was made without notification to or consent of the Defendants, so the Claimant has waived any rights to benefits under the Workers' Compensation Act and that the third-party settlement was required to be approved by the Commission?

#### **IV. DECISION OF THE APPELLATE PANEL**

**After review of the issues on appeal the APPELLATE PANEL hereby issues the following FINDINGS**

**OF FACT and CONCLUSIONS OF LAW:**

**APPELLATE PANEL FINDINGS OF FACT:**

1. The Claimant, Amy Perez was involved in a motor vehicle accident on January 21, 2022 and injured her right lower extremity.
2. Following her automobile accident on January 21, 2022, the Claimant received medical treatment at Mcleod Regional Medical Center in Florence, South Carolina.
3. The Claimant was evaluated at Mcleod Regional Medical Center on January 21, 2022 where she was diagnosed with a Fibula Fracture, dislocated right ankle, and laceration of her leg. She complained of pain in the left calf, right ankle, and low back. The right lower

extremity was splinted (Claimant's APA pages 1-103).

4. On January 22, 2022, the Claimant underwent closed reduction and external fixation of the right comminuted intra articular distal tibia pilon fracture with associated distal fibular shaft fracture and complete syndesmotic disruption which was completed by Dr. Sparkman. The Claimant remained in the hospital from January 21, 2022, until January 28, 2022. (Claimant's APA, page 23).
5. The Claimant was evaluated by John Ulmer, P.A. on February 15, 2022, and internal fixation was scheduled for February 21, 2022. (Claimant's APA pages 104-107).
6. The Claimant underwent internal fixation of the right tibia by Dr. Sparkman on February 21, 2022. (Claimant's APA pages 108-125).
7. The Claimant seeks a determination that she was employed by Aman Medical Transport, LLC on and before January 21, 2022 and that she made Ten and no/100 (\$10.00) Dollars per hour and worked thirty to forty hours per week. She also alleged that Aman had over four employees on the date of the accident. The Claimant also claims that she had a second job with Dollar General where she earned Nine and 25/100 (\$9.25) Dollars per hour and worked twenty-five to thirty hours per week. She alleges a combined average weekly wage of Six Hundred and Twenty- Four and 36/100 (\$624.36) Dollars and a compensation rate of Four Hundred Sixteen and 26/100. (\$416.26) Dollars. The Claimant seeks Temporary Total Benefits from the date of the accident and continuing, additional medical treatment and the payment of past and future medical treatment until she reaches Maximum Medical Improvement. The Claimant also alleges an injury to her back

on the date of the accident.

8. Aman Medical Transport was timely served with Notice of the Previous Hearing which was scheduled for August 23, 2022. The Company requested a postponement at that time due to illness which was granted.
9. Another Notice of Hearing was timely served upon Aman Medical Transport for the Hearing of October 6, 2022. Several days before that Hearing, Aman again asked for Postponement of the Hearing due to illness. The Claimant's Attorney objected to that postponement as the claim had been previously postponed and the Claimant had not received benefits or medical treatment since her accident. The Commission planned to rule on the request for postponement at the hearing. However, Representatives for Aman Medical Transport failed to appear.
10. Aman Medical Transport did not appear for the properly scheduled and Noticed Hearing and the Hearing Proceeded as scheduled.
11. The Uninsured Employers' Fund was present at the scheduled Hearing. The Uninsured Fund tried to reach Aman Medical Transport on numerous occasions. The UEF also requested employment documents including wage records and never received any response to those requests. The Uninsured Fund requested that any determination of an average weekly wage and compensation rate be made without prejudice if payroll records later became available.
12. We find Claimant was an employee of Aman Medical Transport, LLC at the time of her work accident on January 21, 2022. This finding is based on the greater weight of the

evidence in the record including the uncontradicted testimony of the Claimant.

13. We find Claimant has an average weekly wage of \$624.36, which yields a compensation rate of \$416.26. This finding is based on the greater weight of the evidence including Claimant's testimony, which was credible and uncontradicted, as well as the payroll and wage information from Claimant's dual employment with Dollar General Corp.
14. We find the Defendant Employer, Aman Medical Transport, LLC, regularly employed four or more employees during the period in which Claimant was involved in the motor vehicle accident. As such, the Employer is subject to the Workers' compensation Act. This finding is based on the greater weight of the evidence as a whole including the Claimant's testimony which was uncontradicted.
15. During the Claimant's testimony, in response to questioning by her Attorney, she admitted that she received settlement money from her third-party claim.
16. At that time, a Motion was made to have the documents regarding the third-party claim produced to determine whether an Election of Remedies had been made. The Claimant's Attorney consented to that Motion.
17. The Settlement document show that monies from the third-party settlement were disbursed to the Claimant on August 16, 2022 and included in those monies were liability insurance payments from the adverse driver's insurance coverage.
18. The documents also include an Agreement and a Covenant not to Execute signed by the Claimant as to the third-party tort-feasor, Celica Elizabeth Martin. That document effectively ends all claims against the third-party in this case.
19. The third-party settlement in this case was made without notification to or consent of the Defendants. In addition, the settlement was made without notification to and without the

approval of the Workers' Compensation Commission. For that reason, the Claimant has elected her remedy in this case. In making that election, the Claimant has waived any rights to benefits she may have under the South Carolina Workers' Compensation Law.

**APPELLATE PANEL CONCLUSIONS OF LAW:**

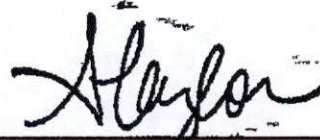
1. Claimant was an employee of Aman Medical Transport, LLC as defined in S.C. Code Ann Section 42-1-130.
2. Aman Medical Transport, LLC regularly employed four or more employees and was subject to the South Carolina Workers' Compensation Act per S.C. Code Ann. Section 42-1-150.
3. Claimant has an average weekly wage of \$624.36 and a compensation rate of \$416.26 per S.C. Code Ann. Section 42-1-40.
4. During the pendency of her Workers' Compensation claim, the Claimant negotiated and settled her third-party claim. Neither the Commission nor the Defendants were notified of this Settlement. The facts in this case are identical to those in Fisher V. South Carolina Department of Mental Health, 291 S.E. 2nd 200 (1982). In Fisher the Claimant sought benefits under the South Carolina Workers' Compensation Act after making a compromised settlement with a third-party tort-feasor without the consent of the Employer and/or Carrier. The South Carolina Supreme Court, in Fisher, agreed with the Single Commissioner, Full Commission, and Circuit Court that the Claimant had elected a remedy against the third-party without complying with Section 42-1-560 and, having done so, had no further remedy under the South Carolina Workers' Compensation Act. Pursuant to Section 42-1-560 and Fisher, the Claimant is barred from further recovery under the Act.

**ORDER**

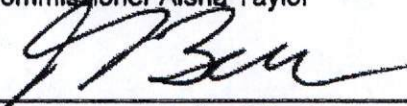
The Decision and Order of the Single Commissioner is AFFIRMED AND AMENDED as set forth in the preceding Appellate Panel Findings of fact and Conclusions of Law. The third-party settlement in this case was made without notification to or consent of the Defendants. In addition, the Settlement was made without notification to and without approval of the Workers' Compensation Commission. For that reason, the Claimant has elected her remedy in this case. In making that election, the Claimant has waived any rights to benefits she may have under the South Carolina Workers' Compensation Law.

**IT IS HEREBY ORDERED**, that because of the above election, the claim is hereby denied and dismissed.

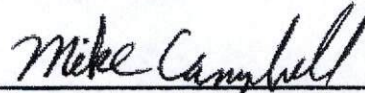
**AND IT IS SO ORDERED.**



Commissioner Aisha Taylor



Commissioner T. Scott Beck



Commissioner R. Michael Campbell, II

- 1 A. 45.
- 2 Q. 45. And your marital status?
- 3 A. I'm divorced.
- 4 Q. Okay. And how many children do you have?
- 5 A. I have four.
- 6 Q. And where do you live?
- 7 A. In Chesterfield, South Carolina.
- 8 Q. And how far did you go in school?
- 9 A. I went to some college.
- 10 Q. Okay. And what is the primary business of Aman
- 11 Medical Transport, LLC?
- 12 A. To transport non-mobile patients back and forth
- 13 to their medical -- doctor's appointments or
- 14 treatments.
- 15 Q. Where did you work before Aman Medical
- 16 Transport, LCC?
- 17 A. I was in bus manufacturing.
- 18 Q. When you say "bus manufacturing", you were
- 19 building boats?
- 20 A. Buses, school buses.
- 21 Q. School buses, okay. And you did that for four
- 22 years?
- 23 A. Yes, I did.
- 24 Q. Okay. Have you ever been in the business of
- 25 transporting medical patients before Aman

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- 1 Medical Transport?
- 2 A. Never.
- 3 Q. Okay. When did you start working for Aman
- 4 Medical Transport, LLC?
- 5 A. It was 2019, 2020.
- 6 Q. So, somewhere at the end of 2019, beginning --
- 7 A. Uh-huh.
- 8 Q. You just have to say yes or no.
- 9 A. Oh, yes, sir.
- 10 Q. Okay, thank you. Now, did Aman Medical
- 11 Transport send you to any kind of schooling
- 12 before you could start working there?
- 13 A. Yes, sir.
- 14 Q. All right. And who paid for those classes?
- 15 A. Aman.
- 16 Q. All right. And what type of classes did you
- 17 take?
- 18 A. I had to take special driving courses and I had
- 19 to take medical transport classes, how to
- 20 operate the equipment and so forth that had to
- 21 be certified. And CPR.
- 22 Q. And driver-operator courses and things of that
- 23 nature?
- 24 A. Uh-huh.
- 25 Q. Okay. Do you know if Aman Medical Transport

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- 1 Q. And the first one was?
- 2 A. Jimmy.
- 3 Q. And they had a dispatch?
- 4 A. Yes, they did.
- 5 Q. And we also had two Courtneys?
- 6 A. Yes, sir.
- 7 Q. And what did the Courtneys do?
- 8 A. They drove the individual vans.
- 9 Q. Okay. And was there a Debra?
- 10 A. Yes, she also was a van operator.
- 11 Q. Okay. Now, when they had you attend the
- 12 courses, did anyone else attend from Aman
- 13 Medical with you?
- 14 A. Yes, there was.
- 15 Q. And who was that?
- 16 A. At one time for one of the wheelchair classes,
- 17 Courtney and Debra both was also there.
- 18 Q. And why were they there?
- 19 A. They were re-certifying because they had been
- 20 with the company for a while.
- 21 Q. How many vans do they have?
- 22 A. Two vans.
- 23 Q. How many ambulances do they have?
- 24 A. They had two ambulances.
- 25 Q. How many persons are required to operate an

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- 1 ambulance?
- 2 A. Two per ambulance.
- 3 Q. Who set your schedule for Aman Medical
- 4 Transport?
- 5 A. Rhonda did.
- 6 Q. Would your schedule designate if you have to
- 7 work in a van or an ambulance?
- 8 A. Yes, it did.
- 9 Q. Would the schedule dictate where you were
- 10 supposed to pick up and drop off the client?
- 11 A. Yes, it did.
- 12 Q. Would you use any equipment of your own?
- 13 A. No, I did not.
- 14 Q. Did you use all Aman Medical Transport's?
- 15 A. Yes, I did.
- 16 Q. Okay. Were you required to wear a uniform?
- 17 A. Yes, I was.
- 18 Q. What did it state on the uniform?
- 19 A. It said "Aman Transportation" and the phone
- 20 number.
- 21 Q. Now, if Rhonda set the schedule and you didn't
- 22 show could you be fired?
- 23 A. Yes.
- 24 Q. If the Dispatch was going to dispatch you
- 25 somewhere and you decided not to go could you

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- 1 be fired?
- 2 A. Yes.
- 3 Q. And who owned Aman Medical Transport, to the  
4 best of your knowledge?
- 5 A. It was Rhonda from the last that I had heard.
- 6 Q. Okay. The last -- okay. And from your  
7 understanding, how did Rhonda come to acquire  
8 Aman Transport?
- 9 A. Originally, it was Shannon Bennett's company,  
10 and Shannon has some health issues, so she  
11 signed it over to her wife, Rhonda.
- 12 Q. Okay. Now, how were you paid? Hourly or  
13 salary?
- 14 A. Oh, it was hourly.
- 15 Q. And how much per hour?
- 16 A. Ten dollars.
- 17 Q. And how many hours a week would you average per  
18 week?
- 19 A. Anywhere from 30 to 40.
- 20 Q. Okay. And did you also work somewhere else  
21 during the same time you worked for Aman  
22 Medical Transport?
- 23 A. Yes, I did, I worked for Dollar General.
- 24 Q. Okay. And when did you start working for  
25 Dollar General?

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- 1 A. It was about mid-October.
- 2 Q. Okay. And how much were you paid per hour?
- 3 A. Nine twenty-five.
- 4 Q. And how many hours would you work on an average
- 5 per week?
- 6 A. 25 to 30.
- 7 Q. Now, if one of the vans or one of the
- 8 ambulances weren't a hundred percent by State
- 9 compliance would they have to stay put?
- 10 A. Yes, they would be parked.
- 11 Q. Was this a constant problem they would have
- 12 with Aman Medical?
- 13 A. Yes, it was.
- 14 Q. Is that why they had mechanics full-time?
- 15 A. Yes, it is.
- 16 Q. Is that why you also got your job at Dollar
- 17 General?
- 18 A. Yes, it was.
- 19 Q. Was that to make sure to be able to support
- 20 yourself with your dual employment?
- 21 A. Yes, sir.
- 22 Q. Okay. The facts of the accident are not
- 23 disputed, but could you just briefly tell Your
- 24 Honor how the accident occurred on January 21<sup>st</sup>,
- 25 2022.

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1 A. If I'm standing too long it swells and becomes  
2 extremely painful.

3 Q. Have you had any income since your date of  
4 accident?

5 A. No, I have not.

6 Q. How have you been surviving?

7 A. The best I can. I've been getting -- I get  
8 child support for the children, obviously, and  
9 then what money I had -- they're hanging onto  
10 -- that the insurance gave me from the car  
11 accident.

12 Q. Okay. Mr. Brunson took your deposition back in  
13 August and you were scheduled to go see Dr.  
14 Sparkman after that deposition; is that  
15 correct?

16 A. Yes.

17 Q. All right. And what did he do for you at that  
18 time?

19 A. Just released me to come out of the boot and  
20 that I can now put weight on it without the  
21 boot.

22 Q. Okay. And what happened when you came out of  
23 the boot?

24 A. I was having a lot of pain and that's when I  
25 had to start going back to the doctor because

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- 1 of it kept swelling and it kept -- I have --
- 2 Q. You just have to make sure to tell Your Honor
- 3 which body parts when you say "it" and where
- 4 you are referring to.
- 5 A. I'm sorry. I'm sorry.
- 6 Q. And you might be pointing but the court
- 7 reporter is going to be taking down everything
- 8 on the record, so even though we see where you
- 9 are pointing we want to make sure there's a
- 10 good record of that.
- 11 A. Yes, sir, I'm sorry. I still have a lot of
- 12 swelling in the ankle from the bolts that are
- 13 in there and the fracture that is still healing
- 14 and, so, -- but I had to end up going back to
- 15 see the doctors for it.
- 16 Q. Okay. When he took you out of the boot did you
- 17 start having any problems with your lower back?
- 18 A. Yes, I did.
- 19 Q. Can you tell Your Honor about that?
- 20 A. I started having pain that shot down through my
- 21 right hip and it went down into the knee of my
- 22 right leg. They think they know what's causing
- 23 it, but none of the medicine or either
- 24 treatment are working, so --
- 25 Q. Did you start experiencing any other symptoms

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1 other than your right leg, right foot, and  
2 lower back?

3 A. That's all.

4 Q. Okay. Would you like to be paid for your time  
5 lost from work?

6 A. Yes, I would.

7 Q. Would you like for your medical treatment to be  
8 paid for?

9 A. Yes, I would.

10 Q. Would you like for additional medical care and  
11 treatment to include being seen by a  
12 specialist? Another specialist for your right  
13 lower extremity and a specialist for your lower  
14 back?

15 A. Yes, I would.

16 Q. Would you like those to be orthopaedic  
17 specialists to make sure they do the proper  
18 imaging studies?

19 A. Yes, I would.

20 Q. Do you think the additional treatment will tend  
21 to lessen the period of disability?

22 A. I would hope so.

23 MR. SMITH: That's all we have, Your  
24 Honor.

25 COMMISSIONER DOOLEY: Mr. Brunson?

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1 CROSS-EXAMINATION BY MR. BRUNSON:

2 Q. Ma'am, the problems you are talking about with  
3 your back, that's something that has happened  
4 since your deposition?

5 A. Yes, sir.

6 Q. Okay. Ma'am, you mentioned that you got money  
7 from an insurance company for your car wreck.  
8 Have you settled your car wreck case?

9 A. Yes, as of right now everything is -- they've  
10 paid the max that they can pay.

11 Q. You have settled against the adverse driver?

12 A. Yes, sir. The insurance paid.

13 Q. You remember when I asked you about that in  
14 your deposition? Have you gotten money since  
15 then from the --

16 A. They -- they finally settled everything, I  
17 think, like, a week or so ago, I believe.

18 MR. SMITH: Mr. Brunson was asking you  
19 have you received any money.

20 MS. PEREZ: Yeah, from the car -- from  
21 the insurance from the car wreck, from the  
22 other person that hit us.

23 Q. Have you signed a release for the receipt of  
24 that money?

25 A. Yes, sir.

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MR. BRUNSON: Commissioner, can we go off the record --

COMMISSIONER DOOLEY: Sure.

MR. BRUNSON: -- for a minute?

(Proceedings went off the record from 11:52 a.m. to 11:58 a.m.)

MR. BRUNSON: Commissioner, I had questioned Ms. Perez during her deposition about her third party lawsuit and she had informed me that the case had been settled and from the questioning I asked her at that time, and Attorney Smith objected on attorney-client privilege, but at that time he told me, and I just read it, we were doing it by Zoom and he said, "We have not elected our remedy." So, I took him as his word on that. If something has happened since the deposition I certainly want to see documents and have them made a part of this record as to that issue.

MR. SMITH: Well, that's completely fair. Just tell us which kind of documentation you need there.

MR. BRUNSON: Well, I mean, if you've got a release. I mean, if money has been

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1                   disbursed then it's --, I mean, we will  
2                   have to work -- we will have to figure  
3                   that out when we get -- when we find out.

4           Q.    Ma'am, when I took your deposition you were  
5                   scheduled to go back to Dr. Sparkman the next  
6                   day?

7           A.    Yes, sir.

8           Q.    How many times have you been back since then?

9           A.    I have not went back to see him.

10          Q.    You didn't go back?

11          A.    No.

12          Q.    Okay. When I took your deposition you told me  
13                   you had to wear a boot when you were out in  
14                   public. Has that changed recently?

15          A.    When I went to see him the following day he  
16                   released me to come out of the boot to do -- I  
17                   was free to walk then.

18          Q.    All right. And you use that cane when you go  
19                   out in public?

20          A.    Because the ankle will tend to swell and I have  
21                   actually fallen.

22          Q.    Okay. You have not been released by Dr.  
23                   Sparkman?

24          A.    No, not as of yet because of the new issues.

25          Q.    Okay, all right. And he has not given you a

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1 talked to anyone with Aman since shortly after  
2 your accident. Has that changed?

3 A. I still have not heard from anybody.

4 MR. BRUNSON: Thank you, Ma'am.  
5 That's all I have.

6 COMMISSIONER DOOLEY: Anything  
7 further?

8 MR. SMITH: Nothing else, Your Honor.

9 COMMISSIONER DOOLEY: That concludes  
10 this hearing.

11 MR. BRUNSON: I'd like the record held  
12 open for the documents regarding the third  
13 party claim.

14 COMMISSIONER DOOLEY: Any problem with  
15 that?

16 MR. SMITH: No objection.

17 COMMISSIONER DOOLEY: I guess, one  
18 more thing, I need to just put on the  
19 record. It is now six minutes after  
20 12:00, the hearing began at 11:00, and no  
21 one from Aman has appeared. I just want  
22 to put that on the record. Thank you.

23 (Proceedings adjourned at 12:06 p.m.)  
24  
25

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1 Q Do you have any records of how much  
2 money you made while working for them?

3 A No, I don't.

4 Q Okay. I assume with Dollar General,  
5 you would get a W2?

6 A Yes, sir.

7 Q Ma'am, have you filed a lawsuit  
8 against the person that had hit you?

9 A Well, the insurance agreed to -- to  
10 pay, so...

11 Q Have you received money for that  
12 already?

13 A No, I haven't. They agreed to pay,  
14 but I haven't received it yet. They -- from  
15 what I heard, they -- they haven't sent the  
16 money in yet. So I'm still waiting.

17 Mr. Smith: That's calling for  
18 attorney/client. Object.

19 Mr. Brunson: Well, I'll ask you  
20 Andy. You hadn't settled the lawsuit, have you?

21 Mr. Smith: No.

22 Mr. Brunson: Okay.

23 Mr. Smith: Because we we're  
24 being --

25 Mr. Brunson: Like a pay in trust --

1                   Mr. Smith: No. We didn't like that  
2     remedy.

3                   Mr. Brunson: All right. Yeah, all  
4     right.

5     By Mr. Brunson:

6           Q        Shannon (sic) I lost you, but I  
7     guess you'll come back when you talk again. You  
8     go back to the doctor tomorrow?

9           A        Yes, sir.

10          Q        How do you get back and forth to the  
11     doctor?

12          A        I have to use transportation since  
13     I'm not allowed to drive.

14          Q        All right. Is some kind of  
15     insurance paying for that transportation?

16          A        Yes, sir. My insurance.

17          Q        Okay. Do you know who your health  
18     insurance is with?

19          A        I am currently under Medicaid.

20          Q        Medicaid?

21          A        Yes. And Medicaid is aware of  
22     everything.

23          Q        In 2021, did you work for anyone  
24     else other than Aman Medical Services and Dollar  
25     General.

**Disbursement Sheet**

Amy B. Perez  
DOA: 01/21/2022

<b>Total Amount Recovered</b>			<b>\$75,000.00</b>
Liberty Mutual Insurance Company	25,000.00	(Liability PD)	
Liberty Mutual Insurance Company	25,000.00	(Liability BI)	
United Specialty Insurance Company	25,000.00	(UIM BI)	
<b>Less Attorney Fees of 1/3</b>	<b>\$25,000.00</b>		
<b>Less Attorney Costs</b>	<b>\$336.03</b>		
SCDMV	\$7.10		
Darlington County EMS	\$15.00		
Walters Surgical Associates	\$10.00		
Ciox Medical Records	\$199.69		
Fed Ex	\$29.24		
Administrative Fee	\$75.00		
<b>Total Due Attorney</b>	<b>\$25,336.03</b>		<b>-\$25,336.03</b>
<b>Bills Resolved Through Settlement</b>	<b>Original Balance</b>	<b>Final Balance</b>	
Darlington County EMS	\$590.00	\$590.00	
McLeod Regional Medical Center	\$134,457.00	\$0.00	
McLeod Regional Medical Center	\$70,982.00	\$0.00	
McLeod Home Health	\$2,645.00	\$2,645.00	
	<b>TOTAL</b>		<b>-\$3,235.00</b>
<b>Liens Paid From Settlement</b>			
The Rawlings Company	\$29,866.48	\$18,000.00	
	<b>TOTAL</b>		<b>-\$18,000.00</b>
<b>Net Due Client</b>			<b>\$28,428.97</b>

END OF CLAIM: I hereby authorize the above-mentioned settlement and disbursement. I understand that this is a full release and ends the claim(s) against the above referenced insurance companies and insureds forever. I understand that if a lawsuit has already been filed, upon executing the settlement documents, the released parties will be dismissed with prejudice and can never be sued again for this claim. I understand that if no lawsuit has been filed, upon executing the settlement documents, I will be forever prevented from filing a lawsuit in the future against any of the released parties or their insurance companies. I am pleased with the services of my attorneys and with the settlement. I was fully aware of the attorney fees prior to hiring my attorney. An attorney has fully explained this settlement to me, as well as the release and other documents I have signed in connection with the settlement.           ABP          

MEDICAL BILLS: I understand that the only medical bills being paid out of this settlement are those bills and amounts listed above in the section titled "Bills Resolved Through Settlement." The bills listed in this section will have a \$0 balance after any insurance payments/adjustments, reductions secured by Poulin|Willey|Anastopoulos,



TAXES: I understand that Poulin|Willey|Anastopoulos does not practice tax law. My lawyers have made no representations to me about potential tax implications, if any, of this settlement and have advised me to consult with a qualified CPA. I understand that no taxes are being withheld or paid from this settlement and that I am personally responsible for any tax obligations that might arise herefrom. ABP

FIDUCIARY DUTIES: I understand that if I am taking possession of any funds on behalf of another individual over which I have custody or guardianship, I have a fiduciary duty to use such funds for the exclusive care and benefit of that individual, and to comply with any other conditions as may have been required by the Court in any order approving my receipt of the funds. I understand that if I misappropriate these funds, I may be personally liable to such individual for any breach of my fiduciary obligations. ABP

ABP  
Amy B. Perez

08/16/2022  
Date

STATE OF SOUTH CAROLINA

)  
) RECEIPT AND RELEASE  
) UNINSURED MOTORIST COVERAGE

KNOW ALL MEN BY THESE PRESENTS that Amy Perez (hereinafter "Claimant"), in consideration of the sum of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, the receipt of which is hereby acknowledged, does hereby release, relinquish, and forever discharge Onyx Insurance Company, its affiliates, officers, employees, agents, successors and assigns (collectively "Onyx") from any and all liability and from any and all contractual obligations whatsoever under the Underinsured motorist coverage of all Commercial auto policies, issued to AMAN Medical Transport LLC by Onyx, and for any injuries and damages sustained by the Claimant due to an accident which occurred in or near Darlington, South Carolina on or about January 21, 2022.

The Claimant does hereby release Onyx and their affiliates from all consequences, injuries, and damages, resulting therefrom up to the present and into the future including not only those now developed and known but also those which may hereafter be developed and ascertained. Such consequences, injuries, and damages include, by way of example but not limitation: wrongful death; bodily injury; mental and emotional trauma; loss or deprivation of liberty or other civil rights; economic or financial loss and damage; damage or injury to reputation; medical expenses; loss of enjoyment of life; pain and suffering; permanent and temporary injuries and disabilities; loss of consortium, companionship, society, and services; property loss and damage; depreciation in the value of any and all property; loss of use of property; repair, towing and storage expenses; litigation costs; attorney's fees; and any and all other injuries, losses, and damages, whether tangible or intangible.

To the extent that the proceeds of this settlement are subject to subrogation, the Claimant warrants, declares, and agrees that should there be any liens or subrogated interests for goods or

service provided, whether by statute or contract or otherwise, including any and all medical care liens (including any governmental liens such as from Medicare or Medicaid) or workers' compensation liens, she will cause the provider to be reimbursed from the proceeds of this settlement for the full amount of said liens (or other such amount as the lien-holder(s) voluntarily agree to accept as full satisfaction). The Claimant further agree to protect, save, defend, and hold harmless Onyx therefrom and will indemnify Onyx for any expenses incurred in connection therewith.

The Claimant understands, agrees, and acknowledges that the consideration paid in this matter is and shall be a complete bar to any subsequent action or proceeding to set aside or vacate this instrument because of a mistake in fact or otherwise.

The Claimant further understands that the payment of the consideration acknowledged above fully and finally releases Onyx and their affiliates from any further liability, contractual or otherwise, and that Onyx and their affiliates are completely and finally discharged from any further responsibility for the occurrence set forth above.

The Claimant declares and represents that no promise, inducement or agreement not herein expressed has been made to her. The Claimant further acknowledges and understands that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not merely recital.

Should any provision of this Release be deemed invalid, the remaining parts are severable and shall remain in full force and effect.

The Claimant further declares and states that Amy Perez has read the foregoing instrument, has consulted or had the opportunity to consult with an attorney of her choosing, and signs her

name as her free act and deed this 21<sup>st</sup> day of June  
\_\_\_\_\_, 2022.

[Signature]  
Amy Perez

\_\_\_\_\_  
Anastapoulo, her attorneys

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]

Karla Thomas  
Karla Thomas  
Notary Public State of South Carolina  
My Commission Expires 8-16-2027

\*\*\*\*\*

ACKNOWLEDGEMENT

I, the undersigned attorney for \_\_\_\_\_, have read over and approved the  
foregoing Receipt and Release and have explained this document to \_\_\_\_\_ and have  
supervised execution on the date and at the place above-mentioned.

\_\_\_\_\_

AGREEMENT AND COVENANT NOT TO EXECUTE

Claimant: Amy Perez (collectively "Claimant")  
Insured: Cellica Elizabeth Martin (collectively "Insured")  
Insurer: Liberty Mutual Personal Insurance Company ("Insurer")  
Covenantees: Cellica Elizabeth Martin and Liberty Mutual Personal Insurance Company (jointly and severally, "Covenantees")

This Agreement and Covenant Not to Execute is entered and agreed between Claimant, Insured, and Covenantees on \_\_\_\_\_, 2022.

WITNESSETH

WHEREAS, Claimant asserted Claimant suffered injuries and damages from a January 21, 2022 automobile accident and that Insured was at fault in causing the accident; and

WHEREAS, Insured had in force and effect at the time of the accident an insurance policy with Insurer that insured Insured against loss from liability imposed by law for damages arising out of the use of the automobile at the time of the accident, with coverage limits of Twenty Five Thousand and no/100 Dollars (\$25,000.00) per person because of bodily injury, Fifty Thousand and no/100 Dollars (\$50,000.00) per occurrence because of bodily injury, and Twenty Five Thousand and no/100 Dollars (\$25,000.00) per occurrence because of property damage; and

WHEREAS, Claimant believes Claimant has underinsured motorist coverage benefits available for this accident; and

WHEREAS, Claimant and Insurer negotiated a settlement in which Insurer pays Claimant Fifty Thousand and no/100 Dollars (\$50,000.00)<sup>1</sup> in exchange for Claimant agreeing to release Insured and Insurer from all claims that have been or that may be asserted against Insured for Claimant's injuries and damages; however, Claimant does not want to provide a release that might be construed so as to prevent prosecution of a

---

<sup>1</sup> The Fifty Thousand Dollar payment consists of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) of bodily injury coverage and Twenty-Five Thousand and no/100 Dollars (\$25,000.00) of property damage coverage.

claim for underinsured motorist coverage benefits for damages in excess of the available liability insurance coverage; and

WHEREAS, Claimant and Covenantees now agree on a settlement pursuant to which Insurer will pay to Claimant the sum described in the preceding paragraph in consideration for Claimant agreeing to forego any lawsuit or proceeding that will result in Insured becoming personally liable to pay Claimant or anyone claiming on behalf of Claimant any sum in excess of the payment hereunder, and for Claimant agreeing to apply such payment in full and complete satisfaction of any and all claims against Covenantees and to protect Covenantees from any loss on account of any claim or judgment based on or arising from Claimant's injuries and damages.

NOW, THEREFORE, Claimant agrees, covenants, and acknowledges that for and in consideration of the sum received, as follows:

1. Claimant will not attempt to collect any sum from Insured and/or Insurer by any means, including, but not limited to, execution on or other enforcement of any judgment rendered against Insured; however, Claimant reserves the right to attempt to establish that Claimant is legally entitled to recover damages from Insured for Claimant's injuries and damages, this part of Claimant's undertaking only precluding Claimant from attempting to collect any damages or any other sum from Insured, Insurer, or from Covenantees' assets, or doing anything which would confer such a right on any other person, including, but not limited to, Claimant's underinsured motorist coverage insurance carrier. No provision contained herein releases any rights of Claimant against any potential underinsured motorist carrier.

2. Claimant, individually and for all heirs, personal representatives, assigns, and all other persons claiming or who may claim under or through Claimant, will execute and deliver to Insured, all heirs, personal representatives, and assigns, a full, complete, and unconditional release and full discharge from any and all liabilities, claims, actions, and causes of action of any kind whatsoever on account of Claimant's injuries and damages, known or unknown, which have resulted or may in the future develop from this accident, upon the occurrence of the earliest to occur of the following events:

- A. Settlement of Claimant's claims for underinsured motorist coverage proceeds, and receipt of payment;
- B. Final adjudication entitling Claimant to recover underinsured motorist coverage proceeds, and receipt of payment;

- C. Final adjudication that Claimant is not entitled to recover underinsured motorist coverage proceeds; or
- D. Abandonment of Claimant's claims for underinsured motorist coverage benefits.

If a judgment against Insured for damages arising out of Claimant's injuries and damages has been entered before the occurrence of the earliest to occur of the foregoing events, Claimant will satisfy the judgment or cause it to be satisfied upon the occurrence of the earliest to occur of those events and will at that time file with each clerk of court in whose office the judgment has been filed such certificate as may be necessary to procure the entry of satisfaction upon the public records of such judgment. Furthermore, Claimant will execute and deliver, immediately upon request, such other and further documents as may be required by Insured to demonstrate, record, confirm, and/or effectuate the satisfaction of such judgment.

3. Claimant will not cause to be enrolled or otherwise entered any judgment against Insured in an amount in excess of the sum of the liability coverage plus the amount of the underinsured motorist coverage proceeds claimed to be available and/or received by Claimant. If any judgment is entered, Claimant will promptly satisfy that portion of the judgment with respect to the amount paid by Covenantees under this Agreement and will file a certification of such partial satisfaction with each clerk of court in whose office the judgment is enrolled to be entered on the face of the judgment. If a judgment against Insured exists in excess of the amount paid, Claimant will promptly satisfy the judgment with respect to such excess and will file a certification of such satisfaction with each clerk of court in whose office the judgment is enrolled to be entered on the face of the judgment, upon the occurrence of the earliest to occur of those events listed in paragraph 2 above.

4. Claimant understands and further agrees and covenants that Covenantees have not admitted and do not admit liability for or fault in the accident or with respect to Claimant's bodily injuries and damages. Nothing in this Agreement and Covenant Not to Execute shall be construed to prevent any Insured from defending against any claim of Claimant. Nothing in this Agreement and Covenant Not to Execute shall be construed to prevent any Insured from asserting claims or demands, by suit or counterclaim or otherwise against Claimant or any other person, or any damages sustained by Insured in this accident; and this Agreement and Covenant Not to Execute may not be used in any way against Insured.

5. Claimant acknowledges and understands that certain liens may exist on these settlement proceeds, such as liens arising from medical services and/or treatment rendered by various medical providers. In further consideration of the sum paid, Claimant agrees that any and all outstanding liens will be satisfied out of these proceeds, specifically including but not limited to any lien held by the government of the United States or by the State of South Carolina, pursuant to any Medicare or Medicaid program or by any workers' compensation carrier.

6. Claimant understands and acknowledges that neither Insured, Insurer, nor any person representing or claiming to represent them has made any representation or statement that (a) Claimant has a claim for underinsured motorist coverage, (b) the settlement here in evidence will not affect such a claim for underinsured motorist coverage, or (c) this Agreement and Covenant Not to Execute will protect Claimant from any successful assertion by any underinsured motorist carrier of any defense to claim for such coverage. Claimant agrees not to assert any claim against Covenantees or any person or entity representing them on account of this Agreement and Covenant Not to Execute.

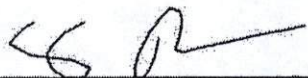
7. Claimant understands and further covenants and agrees that this Agreement and Covenant Not to Execute shall and does constitute a release and satisfaction of any lien that might otherwise arise or attach by reason of entry of a judgment against Covenantees as a result of the injuries and damages sustained by Claimant. This instrument may be pleaded as a complete satisfaction of any judgment against Insured and as a complete bar to and release of any claim against the assets of Insured. No future action or inaction by Insured, except express revocation and renunciation of this instrument, may be construed as a relinquishment, waiver, or abandonment by Insured of the rights, benefits, and effects of this Agreement and Covenant Not to Execute.

8. Notwithstanding anything to the contrary, Claimant does not waive or release any potential underinsured motorist carrier because of the terms and conditions stated.

9. All agreements and understandings between the parties are embodied and expressed herein and the terms of this Agreement and Covenant Not to Execute are contractual and are not mere recitals. Claimant acknowledges and represents that Claimant has sought and received the advice of legal counsel before executing this document and has read this Agreement and Covenant Not to Execute and understands it to be a full, final, and binding agreement. If, after the execution of this instrument, any provision or the application to any party or circumstance shall, to any extent, be or

become invalid or unenforceable, the remainder of these provisions shall not be affected thereby and every other provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS, Claimant executes this Agreement and Covenant Not to Execute on  
06/02/2022, 2022.



Amy Perez

06/02/2022

Date

*Elizabeth Hopkins*

Witness #1 Signature

Elizabeth Hopkins

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name



Questions about your Policy?  
Call 1-800-225-8285

Policy Number:  
AOV-251-243280-80 2 7

Report a Claim:  
1-800-2CLAIMS or  
LibertyMutual.com/claims



**ACTION REQUIRED:**  
PLEASE REVIEW AND KEEP FOR YOUR RECORDS.

## Policy Declarations

Total Annual Premium: \* \$ 4,898.00

**\$** Save an estimated \$ 24  
annually by switching to  
Paid-in-Full

Policy  
Declarations

Bill Frequency: Monthly    Installment Fee Per Payment: \$ 2.00  
\*Total Annual policy premium above does not include installment fees.

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.

### Insurance Information

Named Insured: Cellica Martin	Policy Number: AOV-251-243280-80 2 7
Mailing Address: 2010 Stony Brook Dr Hartsville SC 29550-0965	Policy Period: Coverage begins at the later of: (1) 12:01 AM on 01/14/2022, or (2) The time that the application for insurance is submitted and the policy is bound. No coverage is provided prior to the policy being bound. Coverage will expire at 12:01 AM on 01/14/2023
Declarations Effective: 01/14/2022	

### Vehicles Covered by Your Auto Policy

	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2014	FORD	FUSION	3FA6P0K9XER101173

### Driver Information

	NAME	STATE	NAME	STATE
1	Cellica Martin	SC		

To ensure proper coverage, please contact us to add drivers not listed above.

### DISCOUNTS AND BENEFITS SECTION

Your discounts and benefits have been applied to your Total Annual Policy Premium.

#### Vehicle Discounts

VEH 1  
2014  
FORD  
FUSION

RightTrack® Discount



**Want to Add a Coverage?**  
 Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

**Policy Number:**  
 AOV-251-243280-80 2 7

**Report a Claim:**  
 1-800-2CLAIMS or  
 LibertyMutual.com/claims



**DISCOUNTS AND BENEFITS SECTION continued**

**Policy Discounts**

- Early Shopper Discount
- Good Payer Discount
- Multi-Policy Discount
- Online Purchase Discount
- Paperless Discount
- Preferred Payment Discount

**Policy Benefits**

**Accident Forgiveness:** If you remain accident free and violation free, your policy may be eligible to earn Forgiveness in 5 Year(s).

**Coverage Information**

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1 2014 FORD FUSION
<b>A. Liability</b>		
Bodily Injury	\$ 25,000 Each Person	\$ 1,093
	\$ 50,000 Each Accident	
Property Damage	\$ 25,000 Each Accident	\$ 568
<b>C. Uninsured Motorists</b>		
Uninsured Motorists	\$ 25,000 Each Person	\$ 192
Bodily Injury	\$ 50,000 Each Accident	
Property Damage	\$ 25,000 Each Accident	
<b>D. Coverage for Damage to Your Auto</b>		
Collision		\$ 1,746
Actual Cash Value Less Deductible Shown Veh 1 \$ 1000		
Other Than Collision		\$ 1,213
Actual Cash Value Less Deductible Shown Veh 1 \$ 1000		



**Want to Add a Coverage?**  
Call 1-800-225-8285 to talk to your agent about the availability of this coverage and whether it meets your needs.

**Policy Number:**  
AOV-251-243280-80.2.7

**Report a Claim:**  
1-800-2CLAIMS or  
LibertyMutual.com/claims



## Coverage Information continued

COVERAGE	LIMITS	PREMIUM PER VEHICLE
		VEH 1
		2014
		FORD
		FUSION

### Optional Coverages

Towing And Labor Cost Each Disablement Veh 1 \$50	\$ 86
--	-------

<b>Annual Premium Per Vehicle:</b>	<b>\$ 4,898</b>
------------------------------------	-----------------

**Total Annual Policy Premium: \$ 4,898.00**

### Additional Coverages and Products Available\*

We've reviewed your policy and have identified additional optional coverages and products that can add valuable protection. Talk to your agent about purchasing the following coverages and products and whether they meet your needs.

- **Multi-Policy Discounts:** Having more than one insurance policy with Liberty Mutual can save you time and money. Learn more about how you can bundle your auto, home, renters, condo, or umbrella insurance.
- **Rental Car Reimbursement:** An accident shouldn't slow you down. We'll pay your rental costs for as long as it takes to fix your car when you repair it at one of our Guaranteed Repair Network shops.

\*These optional coverages are subject to policy provisions, limitations, and exclusions. Daily limits or a deductible may apply. For a complete explanation, please consult your agent today.

### Additional Information for Vehicles Covered by Your Policy

Loss Payee(s)	Month/Year Expires
VEH 1: CAPITAL ONE AUTO FINANCE	09/2022

**Policy Forms and Endorsements:** The following forms and endorsements are applicable to your policy.

Amendment of Policy Provisions - South Carolina AS2097 11 16	Automobile Amendatory Endorsement AS3674 11 16
Amendatory Endorsement - Delivery of Goods AS3919SC 03 20	Uninsured Motorists Coverage-South Carolina AS2098 11 16
Amendment of Policy Definitions AS2344 04 08	Split Liability Limits PP 03 09 04 86
Split Uninsured Motorist Limits - South Carolina PP 04 35 02 92	Coverage For Damage To Your Auto Exclusion Endorsement PP 13 01 12 99
Towing and Labor Coverage AS2208 03 16	Full Safety Glass Coverage-South Carolina AS2066 03 99
Nuclear, Bio-Chemical & Mold Exclusion Endorsement AS3667 04 10	Loss Payable Clause PP 03 05 08 86
Mutual Holding Company 2340e	



PROGRESSIVE  
P.O. BOX 31260  
TAMPA, FL 33631

**PROGRESSIVE**  
DIRECT Auto



AMY B PEREZ  
334 OAKLAND CHURCH RD  
CHESTERFIELD, SC 29709

Policy Number: #29958860  
Underwritten by:  
Progressive Direct Insurance Co  
November 23, 2021  
Policy Period: Dec 21, 2021 - Jun 21, 2022  
Page 1 of 3

**progressive.com**  
**Online Service**  
Make payments, check billing activity, update  
policy information or check status of a claim.

**1-800-776-4737**  
For customer service and claims service,  
24 hours a day, 7 days a week

# Auto Insurance Coverage Summary

## This is your Renewal Declarations Page

The coverages, limits and policy period shown apply only if you pay for this policy to renew.

Your coverage begins on December 21, 2021 at 12:01 a.m. This policy expires on June 21, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9611D SC (10/14). The contract is modified by forms A048 SC (07/11) and Z357 (05/06).

### Underwriting Company

Progressive Direct Insurance Co  
P.O. Box 31260  
Tampa, FL 33631  
1-800-776-4737

### Drivers and resident relatives

Amy B Perez  
Kimberly Perez

### Additional Information

Named Insured



Policy Number: 9295 160  
 Amy B  
 Page 2 of 2

**Outline of coverage**

**2007 TOYOTA YARIS 2 DOOR HATCHBACK**

VIN: JTDJT923975095856

Garaging ZIP Code: 29709

Primary use of the vehicle: Commute

Length of vehicle ownership when policy started or vehicle added: At least 1 year but less than 3 years

Information regarding your vehicle history (prior damage, theft or title issues) has impacted how we determine your premium.

	Limits	Deductible	Premium
<b>Liability To Others</b>			
Bodily Injury Liability	\$25,000 each person/\$50,000 each accident		
Property Damage Liability	\$25,000 each accident		
<b>Uninsured Motorist</b>			
Bodily Injury	\$25,000 each person/\$50,000 each accident		
Property Damage	\$25,000 each accident	\$200	
<b>Underinsured Motorist</b>			
Bodily Injury	\$25,000 each person/\$50,000 each accident		
Property Damage	\$25,000 each accident	\$0	
<b>Total premium for 2007 TOYOTA</b>			

**2020 KIA FORTE 4 DOOR SEDAN**

VIN: 3KPF24AD0LEZ12891

Garaging ZIP Code: 29709

Primary use of the vehicle: Commute

Length of vehicle ownership when policy started or vehicle added: Less than 1 month

We were unable to validate or locate prior history for the VIN you provided, which has impacted how we determine your premium.

	Limits	Deductible	Premium
<b>Liability To Others</b>			
Bodily Injury Liability	\$25,000 each person/\$50,000 each accident		
Property Damage Liability	\$25,000 each accident		
<b>Uninsured Motorist</b>			
Bodily Injury	\$25,000 each person/\$50,000 each accident		
Property Damage	\$25,000 each accident	\$200	
<b>Underinsured Motorist</b>			
Bodily Injury	\$25,000 each person/\$50,000 each accident		
Property Damage	\$25,000 each accident	\$0	
<b>Comprehensive</b>			
Comprehensive Window Glass	Actual Cash Value	\$0 glass	
<b>Collision</b>			
Collision	Actual Cash Value	\$500/\$0 glass	
<b>Total premium for 2020 KIA</b>			

**Subtotal policy premium**

South Carolina Uninsured Motorist Fund charge

**Total 6 month policy premium and fees**

**Premium discounts**

Policy	
929958860	Five-Year Accident Free, Electronic Funds Transfer (EFT), Online Quote, Mobile Home Owner, Multi-Car, Continuous Insurance: Platinum, Paperless and Three-Year Safe Driving
Driver	
Amy B Perez	Defensive Driver
Kimberly Perez	Defensive Driver



Policy Number: 9295

Amy B

Page 3 of 3

**Vehicle**

2020 KIA

FORTE

Smart Technology Discount

Smart Technology Discount<sup>SM</sup> is a service mark of Progressive Casualty Ins. Co.

**Lienholder information**

**Vehicle**

2020 KIA FORTE

3KPF24AD0LE212891

**Lienholder**

NAVY FEDERAL CU

MERRIFIELD, VA 22119

From: **Justin Swiercek** <jrswiercek@auw.com>  
 Date: Mon, Apr 18, 2022 at 1:55 PM  
 Subject: RE: M9843- Offer of Compromise  
 To: Elizabeth Hopkins <elizabeth@akimlawfirm.com>  
 Cc: Flex <FLEX@akimlawfirm.com>, Foundation <foundation@akimlawfirm.com>

Do you have any documentation of that being her policy limit? I just need it for my file.

Thank you  
**Justin Swiercek**  
 Commercial Auto Adjuster  
 Applied Risk Services  
 P: (877) 234-4420  
 F: (877) 234-4407

**From:** Elizabeth Hopkins <elizabeth@akimlawfirm.com>  
**Sent:** Monday, April 18, 2022 12:53 PM  
**To:** Justin Swiercek <jrswiercek@auw.com>  
**Cc:** Flex <FLEX@akimlawfirm.com>; Foundation <foundation@akimlawfirm.com>  
**Subject:** Re: M9843- Offer of Compromise

All Offers of Compromise were sent today.  
 Ms. Martin's policy is 25/50/25.

**Elizabeth Hopkins**  
 Director of Foundation and Flex Teams

📞 800-313-2546 📍 Charleston

**POULIN | WILLEY**  
**ANASTOPOULO**

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On Mon, Apr 18, 2022 at 1:33 PM Justin Swiercek <jrswiercek@auw.com> wrote:

Ms. Hopkins,

I am confirming receipt of your firm's UIM limit demand. I do not see any release or offer from Ms. Martin's insurer. Has the claim with Ms. Martin's insurer been resolved? Do you have any documentation of the liability limits of Ms. Martin's policy?

Additionally, I do not see any support for personal property of Ms. Perez's that was destroyed in this loss. If you have some, please provide documentation of the damaged property. Additionally, the named insured, AMAN Medical Transport, LLC is making a claim under the underinsured motorist property damage coverage for lost income resulting from this accident.

Thank you,

**Justin Swiercek**  
Commercial Auto Adjuster  
Applied Risk Services  
P: (877) 234-4420  
F: (877) 234-4407

**From:** Elizabeth Hopkins <[elizabeth@akimlawfirm.com](mailto:elizabeth@akimlawfirm.com)>  
**Sent:** Monday, April 18, 2022 10:59 AM  
**To:** Justin Swiercek <[jrswiercek@auw.com](mailto:jrswiercek@auw.com)>  
**Cc:** Flex <[FLEX@akimlawfirm.com](mailto:FLEX@akimlawfirm.com)>; Foundation <[foundation@akimlawfirm.com](mailto:foundation@akimlawfirm.com)>  
**Subject:** M9843- Offer of Compromise

Good Afternoon,

I hope this email finds you well. I have attached the offer of compromise on behalf of Amy Perez. The lead attorney is India Shaw and her team is cc'd on this email. Please "reply all" so that everyone is in the loop.

To make this document easier for you, I created a Sharefile link where all supporting files can be accessed. However please ensure that our network or security setting will allow you to download from this site, as hard copies or facsimile will not follow this email. You will find more detailed Sharefile instructions attached.

Thank you for your attention to this matter and we look forward to hearing from you on or before May 9.

<https://akimlawfirmroqywilley.sharefile.com/d-s93a198f1cd77432181bc3bd7f369ecbb>

**Elizabeth Hopkins**  
Director of Foundation and Flex Teams

☎ 800-313-2546 📍 Charleston

**POULIN | WILLEY**  
**ANASTOPOULO**

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Certificate of Counsel

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The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 29, 2024

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