

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)
Armando Fuentes,)
Employee,)
Claimant,)
- vs-)
Mays Contracting Company, LLC,)
Employer,)
Builders Mutual Insurance Company,)
Carrier,)
and Riverport Insurance Company,)
Carrier,)
Defendants)

**BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION**

**SETTLEMENT AGREEMENT
AND RELEASE**

W.C.C. FILE NO. 1508997

CARRIER FILE NO. WCV001023697

**RECEIVED
SETTLEMENT**

MAY 22 2017

Division of Claims
SC Workers Comp. Comm.

This matter now comes before the South Carolina Workers' Compensation Commission upon the petition of the claimant, Armando Fuentes. The claimant is represented by Zach Naert,

Esquire of Naert and DuBois, LLC. The defendants, Mays Contracting Company, LLC, and Builders Mutual Insurance Company, are represented by William T. Littlejohn, Esquire of Holder Padgett Littlejohn + Prickett, LLC. Defendant Riverport Insurance Company is represented by Michael Allen Farry, Esquire of Horton Law Firm. The South Carolina Workers' Compensation Commission has jurisdiction.

Claimant alleged he was the statutory employee of Mays Contracting Company, LLC, and he further alleged that on or about June 30, 2015, he sustained an injury by accident arising out of and in the course of said employment when he injured his right foot, right leg and ribs consequent to a fall. Mays Contracting Company, LLC, and Builders Mutual Insurance Company denied liability for this claim and asserted Riverport Insurance Company, as the carrier for claimant's direct employer, was responsible for this claim. Riverport asserted that it properly

canceled coverage for the direct employer prior to the alleged injury. An action is currently pending before the South Carolina Court of Appeals to address coverage between Builders Mutual Insurance Company and Riverport Insurance Company. It is expressly understood and agreed that this case settled on a doubtful and disputed basis and defendants continue to deny liability in this matter.

The parties hereto now advise that in their opinion the matter is in bona fide dispute and in view of such dispute an agreement has been reached to settle this matter in its entirety, subject to the approval of the South Carolina Workers' Compensation Commission.

Under the proposed settlement, the defendants have agreed to pay and the claimant has agreed to accept the sum of Forty Thousand Dollars and 00/100 (\$40,000.00) in full settlement and satisfaction of every liability of whatsoever nature or kind under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, said injury by accident occurring on or about June 30, 2015, while the claimant was a direct employee or statutory employee of Defendants. As an integral part of this settlement agreement, it is expressly understood and agreed that any and all medical expenses of whatsoever nature or kind shall be the express liability of the claimant, and the defendants shall have no liability therefore. Under the agreement, Builders Mutual Insurance shall pay Claimant Thirty-Five Thousand 00/100 Dollars (\$35,000.00) as consideration for the final doubtful and disputed settlement agreement. Riverport Insurance shall contribute an additional Five Thousand 00/100 Dollars (\$5,000.00) to the settlement, payable to Claimant, as consideration for Builders Mutual Insurance withdrawing with prejudice the Appellate Case No. 2016-002493, Armando Fuentes, Employee, Claimant, Respondent, v. Mays Contracting Company, LLC, Employer, and Builders Mutual Insurance Company, Carrier, Appellants, and Jose M. Ortiz Mendoza DBA Ortiz Construction, Employer, and Riverport Insurance Company, Carrier, Respondents. Claimant fully understands and acknowledges that the total payment of Forty Thousand Dollars and 00/100 (\$40,000.00) represents consideration of the final doubtful and disputed settlement agreement.

The claimant hereby asserts that he has been fully advised by his attorney of record of all

his rights under the South Carolina Workers' Compensation Act, and that the claimant is of the opinion that the proposed settlement is reasonable and fair and in this opinion the claimant's attorney concurs and asserts that she has fully advised the claimant of all his rights under the South Carolina Workers' Compensation Act, and they respectfully request that this Commission approve the settlement as set forth above. The claimant hereby asserts that he recognizes that consent to, and the approval of, this Order is a final determination and adjudication of all benefits under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid alleged injury by accident occurring on or about June 30, 2015, while the claimant was an employee of Mays Contracting Company, LLC.

Claimant hereby affirms that he has not applied for and is not receiving Social Security disability, is not on Medicare, is not enrolled in Medicare Advantage, and is not aware of any Medicare liens. The parties have taken into consideration Medicare's potential interest in the resolution of this claim and believe Medicare has no interest.

The parties acknowledge that the opinions stated by the physicians regarding the nature and extent of the employee's medical condition and disability are opinions, not facts, and that, to the extent they are relying on those opinions, they are doing so with the knowledge that such opinions may be incorrect. Accordingly, employee, employer and carrier and/or servicing agent agree that this settlement agreement cannot be voided in the future on the basis that either or both parties relied on statements or opinions from physicians, or other medical providers, in entering into this agreement.

NOW, THEREFORE, IT IS ORDERED that upon the payment of the sum of Forty Thousand Dollars and 00/100 (\$40,000.00) by the defendants, and the acceptance of said sum by the claimant, and the payment of the medical expenses as specifically set forth hereinabove, the defendants be, and they hereby are, fully and forever discharged of all liability of whatsoever nature and kind, under the South Carolina Workers' Compensation Act growing out of, or in any way connected with, the aforesaid injury by accident occurring on or about June 30, 2015, while the claimant was an employee or statutory employee of Defendants, so that upon such payment and

the acceptance as aforesaid, this matter be, and it hereby is, res judicata and not subject to review under any conditions.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

WE CONSENT TO THE
FOREGOING ORDER:

Armando F.

Armando Fuentes, Claimant

Dated: 5-17-17

Zach Naert

Zach Naert,
Attorney for Claimant

Michael A. Farry

Michael A. Farry
Attorney for Defendant Riverport Insurance Co.

William T. Littlejohn

William T. Littlejohn
Attorney for Defendants Mays Contracting Company, LLC and Builders Mutual Insurance Co.



Claimant's Name: Armando Fuentes SSN: 999-06-3015 Employer's Name: Mays Contracting Company Llc
 Address: and Naert & Dubois P.O. Box 7228 Address: 4715 Sunset Blvd Ste A -Signum
 City: Hilton Head Island State: SC Zip: 29938 City: Lexington State: SC Zip: 29072
 Home Phone: (803) 271-9072 Work Phone: (803) 513-0072 Insurance Carrier: Builders Mutual Insurance Company
 Preparer's Name: Leigh Ann Stroud Law Firm: Holder Padgett Littlejohn & Prickett Preparer's Phone #: (800) 809-4861 Ext:215

Compensation Paid:	Number of Weeks	From (m/d/yyyy)	To (m/d/yyyy)	Amount
1 Number of Weeks T.T.	10	11/15/2016	01/23/2017	\$3,333.50
2 Number of Weeks T.P.				\$0.00
3 Number of Weeks P.P.				\$0.00
4 Disfigurement				\$0.00
5 Agreement and Final Release	****Clincher****			\$35,000.00
Total Compensation Paid				\$38,333.50
6 Total Medical Benefits* Paid				\$4,681.55
7 Funeral Benefits				\$0.00

Case Denied Date of Injury: 06/30/2015
 (m/d/yyyy)

By signing this receipt, I acknowledge that I have received the compensation shown above.
 By: Armando F Dates-17-17 By: [Signature] 05/01/2017
 Claimant Employer's Representative Date (m/d/yyyy)

Print or type the name of the person, other than the claimant, receiving benefits and sign below.

By: [Signature]

Report of Additional Fees and Recoupment

A. Carrier Reimbursement by Third Party		\$0.00
B. Attorney's Fee Paid by Employer		\$0.00
C. Attorney's Fee Paid by Claimant (Non-contingent fees only)		\$0.00

File this form with the Claims Department according to R.67-414 and R.67-1204. A person, other than the claimant, receiving benefits should sign on the line provided. * Do not include as medical costs fees paid for expert testimony, fees for determining carrier's liability, costs of autopsy, birth and death certificates and impartial examination. Form 19 must be filed within 16 days of final payment of compensation. Form 19 must be filed when a claim is denied.