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THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

ORIGINAL

APPEAL FROM
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission Decision

Case No. 2017-001422

Rey Perez, Claimant,.....Respondent.

v.

The Lamar Group, LLC and/or Green Valley Country Club, Employer, and Bridgefield Casualty Insurance Company, Carrier,..... Respondents.

and

SC Uninsured Employers Fund, ...Appellant.

RECORD ON APPEAL

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INDEX

Decision and Order of Single Commissioner of October 11, 2016.....	1
Consent Order of November 15, 2016.....	24
SCWCC Appellate Panel Decision and Order of May 23, 2017.....	27
Transcript of De Bene Esse Deposition of John Coleman of January 18, 2016.....	55
Direct Examination by Ms. Tiddy.....	60
Cross Examination by Mr. Keller.....	72
Cross Examination by Mr. Kamb.....	78
Cross Examination by Mr. Dworjanyn.....	87
Re-Cross Examination by Mr. Keller.....	97
Continued Cross Examination by Mr. Dworjanyn.....	98
Re-Cross Examination by Mr. Keller.....	103
Redirect Examination by Ms. Tiddy.....	104
Re-Cross Examination by Mr. Kamb.....	105
Re-Cross Examination by Mr. Dworjanyn.....	107
Redirect Examination by Ms. Tiddy.....	109
Transcript of Hearing before Single Commissioner, R. Michael Campbell of April 20, 2016...	111
Witness - Pablo Alvarez – Direct Examination by Mr. Kamb.....	123
Witness - Pablo Alvarez – Cross Examination by Mr. Keller.....	128
Witness - Pablo Alvarez – Cross Examination by Ms. Tiddy.....	129
Witness - Pablo Alvarez – Redirect Examination by Mr. Kamb.....	132
Witness - Pablo Alvarez – Re-Cross Examination by Mr. Keller.....	133
Witness - Pablo Alvarez – Re-Cross Examination by Ms. Tiddy.....	134
Witness - Pablo Alvarez – Redirect Examination by Mr. Kamb.....	135
Claimant – Direct Examination by Mr. Kamb.....	136
Claimant – Cross Examination by Mr. Keller.....	145
Claimant – Cross Examination by Ms. Tiddy.....	146
Claimant – Redirect Examination by Mr. Kamb.....	150
Claimant – Re-Cross Examination by Ms. Tiddy.....	152
Witness – Mike Kaplan – Direct Examination by Ms. Tiddy.....	156
Witness – Mike Kaplan – Cross Examination by Mr. Kamb.....	161
Witness – Mike Kaplan – Cross Examination by Mr. Keller.....	164
Witness – Mike Kaplan – Re-Cross Examination by Mr. Kamb.....	172
Witness – Mike Kaplan – Redirect Examination by Ms. Tiddy.....	174
Bridgefield Casualty Insurance APA Exhibit A, (1-25), From the Hearing of April 20, 2016.....	178
Certificate of Counsel.....	203

**BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO. 1204122**

Rey B. Perez,)

Employee/Claimant,)

vs.)

The Lamar Group, LLC, and/or Green Valley)
Country Club, and/or Durham Green, Inc.)
and/or Cornell Dubilier Electronics,)

Employer, and)

Bridgefield Casualty Insurance Company,)
and/or Travelers Indemnity Company, and/or)
Key Risk Insurance of SC,)

Carrier, and)

SC Uninsured Employers Fund,)

Defendants.)

DECISION AND ORDER

HEARING:

April 20, 2016
Greenville, South Carolina

APPEARANCES:

Donald E. Kamb, Jr., Esquire Greenville,
South Carolina for Claimant

David Hill Keller, Esquire of Greenville,
South Carolina for the SCUEF

Tracy Welsh Tiddy, Esquire of Greenville,
South Carolina for Green Valley Country
Club and Bridgefield Casualty Company

Mark A. Allison, Esquire of Greenville,
South Carolina for Cornell Dubilier
Electronics and Travelers Indemnity Co.

Pete Dworyjanyn, Esquire of Columbia
South Carolina for Durham Greene, Inc.
and Key Risk Insurance Co.

The Lamar Group, LLC Unrepresented

PURPOSE OF HEARING:

To determine issues as set forth in Forms
50 and 51

DECISION AND ORDER:

Commissioner R. Michael Campbell, II

FILED:

October 11, 2016

A hearing was held in the above referenced matter on Wednesday, April 20, 2016 in Greenville, South Carolina. Present at the call of the case were the claimant and his attorney, Donald B. Kamb, Jr. Also present were David Hill Keller representing the South Carolina Uninsured Employers Fund, Mark Allison, representing Cornell Dubilier Electronics and their carrier, Travelers Indemnity Company, Peter H. Dworyjanyn representing Durham Green Inc. and Key Risk Insurance of South Carolina, and Tracy Welsh Tiddy representing Green Valley Country Club and Bridgefield Casualty Insurance Company. The Lamar Group, LLC was on notice of the hearing and did not appear.

At the outset of the hearing the narrative medical reports and documents as submitted by the parties in their APA Submissions were entered into evidence under the Administrative Procedures Act without objection. Further, the de bene esse deposition of John Coleman was entered into evidence without objection. Both Mr. Keller and Ms. Tiddy submitted memoranda of law which were also made a part of the record, herein, without objection.

The parties stipulated that the South Carolina Workers' Compensation Commission had subject matter jurisdiction and that venue was proper in Greenville County. The

undersigned, further, made the file of the South Carolina Workers' Compensation Commission a part of the record with the exception of self-serving statements and unstipulated medical reports. It was further stipulated that the claimant's injury primarily involved his head, face, jaw, left ear, and left eye.

It was specifically noted by the undersigned that Lauro Martinez, the owner of Lamar Group, LLC who was the claimant's direct employer, was on notice of the hearing and failed to appear. By letter dated March 28, 2016 Mr. Kamb, attorney for the claimant provided proof of service on Mr. Martinez and the Lamar Group by way of a United States Postal Service certified mail acceptance form showing that Lauro Martinez and the Lamar Group signed for a letter advising Mr. Martinez of the date of the hearing on March 19, 2016.

It was the position of the claimant that he had received an injury by accident arising out of and in the course of his employment with Lamar Group, LLC resulting in the injuries aforesaid, and that he is entitled to causally related medical care and treatment as well as temporary total disability compensation from the date of the accident, March 28, 2012 through December 7, 2012. It was further his position that he was not at maximum medical improvement and that he needed further medical care and treatment, primarily to his left eye.

The positions of the other parties can be summarized as follows: (1) Durham Greene, Inc. allowed EA Management/Green Valley Country Club to use their construction license in order to build a project that they had nothing to do with and they had nothing to do with the actual project, and they were neither the employer nor statutory employer of the claimant; (2) Cornell Dubilier is a company which is owned by the Kaplan family which is also the owner of EA Management/Green Valley Country Club. They paid some contractors during the construction phase but this was subsequently reimbursed to Cornell Dubilier by EA

Management/Green Valley Country Club. While there are numerous businesses owned by the Kaplan family, the reimbursements aforesaid, were merely a matter of cash flow and cash shifting and therefore Cornell was neither the employer nor the statutory employer of the claimant; (3) EA Management/Green Valley Country Club is not in the trade, business, or occupation of construction and therefore under the definition of the South Carolina Workers' Compensation Act, cannot be an employer or statutory employer; (4) That the statutory employer of the claimant is EA Management/ Green Valley Country Club. While EA Management is not generally in the trade, business or occupation of construction, they undertook a construction project, obtained a construction license, hired a construction manager, took bids and oversaw the construction project, and therefore voluntarily made construction a part of their trade, business, and/or occupation. Mr. Kaplan, the managing partner of EA Management was in overall charge of the project, and although he hired Mr. Coleman as a construction manager, Kaplan maintained the final control of all the details of the operation. As part of the operation, EA Management/Green Valley Country Club specifically required certificates of insurance before contractors began work because they were aware that they were, or could be, a statutory employer. Further, the human resources office of EA Management filed a Form 12A/Accident Report as soon as the injury occurred. Therefore, EA Management maintains all the indicia of control on a construction project, and therefore they are the statutory employer of the claimant and their insurance company, Bridgefield Casualty Company is liable for benefits to the claimant.

APA SUBMISSIONS

For Durham Greene, Inc. and Key Risk Insurance Company the following APA submissions were made:

STATEMENT OF THE CASE

The claimant herein, Rey Perez suffered an injury by accident occurring on or about March 28, 2012 when he fell from a building being constructed/remodeled at Green Valley Country Club. It is undisputed that the claimant, Rey Perez, had been hired by a company called The Lamar Group, LLC which was owned and operated by Lauro Martinez. The direct employer, The Lamar Group, LLC was to do work at Green Valley Country Club on behalf of EA Management in Travelers Rest, South Carolina. The project involved renovation of portions of the club house and golf course. The scope of the work to be performed by The Lamar Group, LLC involved the setting of trusses, which according to the testimony is a very specialized project.

The project was undertaken by EA Management which is a company that operates Green Valley Country Club. Based on the corporate chart, in evidence, the Kaplan family owns numerous businesses including Green Valley Country Club. The executive director of EA Management is Mike Kaplan. In his role as executive director for EA Management, Kaplan hired John Coleman, a long time construction manager and also a personal friend of Mr. Kaplan's to oversee the execution of all contracts and the day-to-day operations of the building project which was occurring at Green Valley Country Club. This project was under the control of Mike Kaplan and EA Management, and Kaplan obtained the use of a construction license from Durham Greene, Inc. Further, the undisputed testimony is that Durham Greene, Inc. had no involvement in the project, but as a personal favor allowed Mike Kaplan to use their builders/construction license so that he did not have to obtain one individually.

Under the authority of the executive director of Green Valley Country Club, Mr. Coleman actually dealt with all of the contractors; however final approval for contractors came from Mr. Kaplan as executive director of EA Management Company.

The Lamar Group was brought onto the job site at the recommendation of a member of Green Valley Country Club. Based on the recommendation Coleman went to at least one job site and observed Martinez and his employees doing work for which he was going to contract them to make sure they were actually experts in the area. Coleman determined that they were operating safely and in an expert/workman like manner. According to the testimony of Coleman, Green Valley Country Club was supposed to get a signed contract and certificate of workers' compensation insurance from The Lamar Group/Martinez before they started work, but because of the exigencies involving when a crane would be available the certificate of insurance was not obtained before the work commenced.

On the date of the accident, The Lamar Group arrived on the job site and none of the workers present at Green Valley Country Club were workers that Mr. Coleman had seen working on other job sites that he previously observed. As a long-time construction manager he immediately realized the individuals present were not doing the work in a proper manner and he immediately pointed this out to crew supervisors. He was apparently trying to stop the work when the claimant, Rey Perez, fell from the roof and suffered the injuries which are the subject of this workers' compensation claim.

When the accident occurred, Green Valley Country Club/EA Management actually generated a first report of injury signed by Mr. Coleman, although when his testimony was taken he did not recall any of the particulars regarding the same.

Based on the testimony of Coleman, which is uncontradicted, EA Management and its executive director, Mike Kaplan was the general contractor of this project. Because EA Management did not have direct construction experience, they hired John Coleman to direct the project, but Kaplan and Green Valley Country Club/EA Management maintained the right to approve or disapprove any contracts. As part of the process, EA Management was supposed to obtain and/or create an actual written contract with any and all subcontractors and was to obtain a valid certificate of insurance before work was begun, but this did not occur in this instance. There is, however, no question that Mike Kaplan as the executive director of Green Valley Country Club/EA Management hired Coleman to oversee a construction project directly for them, and Coleman, in turn, hired The Lamar Group, LLC as a subcontractor to do a specific job on Green Valley Country Club's property as part of an overall general renovation project. It is also uncontradicted the claimant was employed by The Lamar Group, LLC.

TESTIMONY OF THE CASE

Because the claimant and his witness, Pablo Alvarez are native Spanish speakers and are not conversant in English, the claimant provided an interpreter, Emily Alfonso. There was no objection to Ms. Alfonso and she was accepted by the undersigned as a duly qualified Spanish interpreter. Further, the interpreter was sworn by the court reporter to diligently and correctly interpret the proceedings. As moving party the claimant called Pablo Alvarez, a co-worker of claimant's at the Green Valley Country Club project. Alvarez testified he is 32 years of age and has been primarily involved in construction and framing most of his life. He testified he worked for Lauro Martinez for approximately 8 years in Asheville and that is

how he knew Martinez. He did note that the last time he had worked for Martinez was the date of this accident in 2012.

Alvarez testified Martinez contacted him and the claimant and told them there was a roof/truss job and that they were to meet him at the job site where he would instruct them on what they needed to do. When they arrived at the job site Martinez gave the employees directions. Alvarez, who was apparently a bit more experienced than the others, assumed the job of guiding the trusses into place using a rope. He testified on this particular job site that his only contact was with Lauro Martinez.

Alvarez was primarily called by the claimant to establish an average weekly wage and compensation rate. Alvarez did not, however, discuss pay with Martinez before the job began. Alvarez testified Martinez would pay him at the end of the day, but, of course, never did pay him for this job. Alvarez testified he expected to be paid \$200.00 to \$250.00 a day which is what he normally made for these types of jobs. He also testified that he worked two other days that week for Martinez and made approximately \$400.00. However, he then testified that construction workers or roofers do not work every day and the construction industry is sporadic based on weather and construction demand. In fact, on cross-examination by Ms. Tiddy, he testified he had worked prior jobs for Martinez and had been paid \$150.00 a day. He testified that since this injury occurred he has worked primarily for Alfredo Juarez doing framing and that he also never has been a supervisor over other individuals.

On re-direct examination Alvarez testified he worked on Monday and Tuesday of the week of this accident and made approximately \$400.00 for those two days. However, he testified that he was not on an hourly wage and was not on a fixed wage. He would normally

make \$800.00 to \$900.00 per week if he worked the entire week. However, on cross-examination by the Uninsured Employers Fund he testified that for the year 2012 he made between \$20,000 to \$25,000.00. At the request of claimant the undersigned excused Mr. Alvarez without objection from any of the parties. The claimant testified next.

The claimant testified that his name is Rey Perez and he is from Mexico. He has been in the United States for approximately eight to nine years and has been in South Carolina the entire time. He testified his injury occurred on March 28, 2012 when he was working for Lauro Martinez. He testified that he had worked for Martinez in the past and he got paid approximately \$200 to \$250.00 per day. However, he also testified he was paid \$8.00 to \$9.00 per hour. Claimant agreed, however, that the workers and Martinez did not discuss pay on the day of his injury and Martinez merely told him he would pay him appropriately at the end of the day.

The claimant also testified he did not work Monday and Tuesday, but that he worked for Martinez and he worked for another individual, Alfredo Juarez normally making \$150 to \$200.00 per day. He testified that Lauro Martinez provided the materials and gave the workers instructions on the date of the accident. The claimant testified he was nailing trusses down when he was hurt. He testified he was on the roof and a truss came down and he was temporarily pinned under the truss and then knocked onto the ground. His primary injuries were to his left face, left jaw, and left eye. The claimant testified on the date of the accident he was taken to Greenville Memorial Hospital by Lauro Martinez who left him in the emergency room. He testified since that day he has never seen Lauro Martinez again. Although the case is not ripe for a determination of permanency at this time, the claimant testified he had pain in his face and jaw and is sensitive to light in his left eye. He also

testified he has blurring of vision at times and he would currently like additional treatment particularly for the left eye to find if there is anything else that can be done to help his vision.

The claimant further testified he was out of work for approximately nine months and then went back to work off and on during the summer of 2013 when he returned to work full time. He is not sure of the exact date of his last medical treatment but whenever that was is reflected in the medical records in his file and that those records would indicate the last date that he received medical care. He testified he has not received any medical care since that last date. He testified, however, he could not afford further medical care and treatment and has had to return to work. He testified since he was released he has worked primarily for Alfredo Juarez doing roofing. He once again testified he makes approximately \$250.00 per day roofing. He testified he works all week in good weather and usually averages four to five days per week. He testified, however, he was not paid on the date of the accident.

On cross-examination by the Uninsured Employers Fund the claimant testified he had heard Mr. Alvarez testify that he made \$20,000 to \$25,000 in 2012, but that he (the claimant) testified that he had made substantially less in 2012. On cross-examination by Ms. Tiddy the claimant testified he had no relationship to the Green Valley Country Club and he did not know anybody at the country club. He testified he hadn't worked for Martinez since the date of the accident. The claimant reiterated that when he worked by the hour that he made between \$8.00 and \$9.00 per hour but admitted that he has not filed any tax returns, nor does he have any documentation for 2011, 2012, or 2013. Ms. Tiddy also cross-examined claimant on portions of his deposition regarding the provision of tools and equipment. The claimant testified his main problem right now was light sensitivity to the left eye and that he was doing reasonably well otherwise. Ms. Tiddy also questioned him concerning how many

people were on the job site and he testified that there were at least six people working for Lauro Martinez.

On redirect-examination the claimant testified the tools he had on the job were a hammer, tape measure, pencil and square. He also testified he was paid not depending on the type of work that was done but on the size of the job. He testified he made \$8.00 an hour when he first started working with Lauro which is four or five years before the hearing. The claimant further reiterated that he had had no medical treatment since 2012. On re-cross-examination by Ms. Tiddy the claimant did testify he owned an air hose and compressor. The claimant testified the compressor on the job site belonged to Lauro Martinez and the nail gun and hose belonged to the claimant.

The claimant then rested his case and Ms. Tiddy called Mike Kaplan who is General Manager of EA Management, d/b/a Green Valley Country Club. Mr. Kaplan testified EA Management was not in the business, trade, or occupation of construction and therefore they were not the employer or statutory employer of the claimant. He also testified they had numerous employees, but most employees had to do with the operation of the country club and had nothing to do with the construction. On cross-examination by Mr. Keller, Kaplan testified that he, as the executive director of EA Management operations, determined to undertake a specific construction project for the renovation and refurbishment of Green Valley Country Club. In order to go forward with the construction project it was necessary for him to obtain a contractor's license which he "borrowed" from Durham Greene, Inc. After he had obtained the contractor's license, he hired a construction manager, John Coleman, whose job was to carry out the construction project. Kaplan conceded there was another project going on at the same time involving the golf course itself which was also

being renovated by other construction crews. He further conceded EA Management had bought Green Valley Country Club when it was bankrupt at a bargain price with the intention of refurbishing it and moving it back to profitability. On questioning by Mr. Keller, Kaplan confirmed Mr. Coleman's testimony that Coleman's job was "everything from meeting with contractors, meeting with architects, engineers, contractors; working with bid process, receiving and reviewing the bids, and of giving Mike Kaplan the information he might need to make a decision on who would get the bid." Kaplan agreed that the statement from Coleman's de bene esse deposition was true and correct. He testified most of the time he trusted Coleman's judgments, but he did have the right to make the final decision if he disagreed with Coleman. Mr. Keller further asked him concerning the testimony of Coleman that Coleman reviewed bids and made final recommendations to Kaplan as to which contractors he ought to hire and Kaplan agreed that this testimony was also true and correct. Kaplan further testified that the bookkeeping/human resources department of EA Management maintained all the contract documents. He further testified because of potential liability he required certificates of insurance to be delivered prior to contractors coming on the job and that these were kept in the bookkeeping department of EA Management. He further conceded all these contractors were paid through EA Management. As noted above, Cornell Dubilier actually paid some contractors but this was a cash flow pass through and EA Management directly reimbursed Cornell Dubilier for any of these pass through payments. Cornell Dubilier, as noted above, is a part of a number of family owned businesses owned by the Kaplans and the payments were eventually charged to EA Management on Cornell's books and EA reimbursed Cornell dollar for dollar.

Kaplan also testified on questioning by Mr. Keller he was not an expert on workers' compensation matters and that he had a human resources manager who was the expert in this area. Kaplan agreed, however, that he had been advised to obtain certificates of insurance and that first reports of injury were maintained by his human resources manager. He agreed that a first report of injury had been completed by the human resources department and signed by Mr. Coleman on the date of the claimant's accident. He did actually identify and agree that the first report of injury in the file was the one filled out by his human resources department on the date of the accident.

John Coleman testified by way of de bene esse deposition, by agreement of the parties. Coleman's testimony involved his hiring by Mr. Kaplan as a construction manager as reiterated above. He testified he had worked on numerous occasions with Mr. Kaplan and that he was paid a consultant's fee by Mr. Kaplan for this job.

Coleman testified at the time this injury occurred his residence was in Colorado but he subsequently moved to Greenville and worked as a technical trainer for On Course Training. At the time of this accident he was a consultant/construction manager for Green Valley Country Club. The particular project in question involved the building/remodeling of a building into a fitness center and spa for the country club. He testified he was hired by Mike Kaplan who was executive director/general manager of EA Management which owns and operates Green Valley Country Club. In this capacity he met with contractors, architects, and construction crews, received and reviewed bids, did actual on-site management and quality control, recommended the hiring of contractors to Mr. Kaplan, and if the contract was awarded, received executed construction contracts and proof of workers' compensation insurance.

The Lamar Group, LLC/Lauro Martinez were recommended to him by a member of the Green Valley Country Club. He testified he did obtain a certificate of insurance but since that time has found out that the certificate of insurance had expired. He also testified concerning how he found Lauro Martinez and that he had observed Mr. Martinez on at least one other job site and felt that he was qualified. However, on the date of the actual accident, the crew that was present was not the same crew that he had observed doing a workman like and expert job elsewhere. He testified he immediately recognized the individuals in the construction crew did not fully understand the complexity of the job that they were doing and that he was trying to stop the job when the claimant was injured. He testified Lauro Martinez was the owner of The Lamar Group, LLC and that Martinez took the claimant to the hospital and never saw Lauro Martinez again. Lauro Martinez was never paid and never returned phone calls. He testified that EA Management and Mr. Kaplan paid for the equipment and the trusses that were provided.

As part of this particular job, a crane was rented by EA Management and this was part of the confusion for the failure to obtain a contract and proof of workers' compensation/liability insurance. The crane was available on short notice for a specific time frame and because it became available on the date of the accident, it was necessary that the construction begin immediately. He also testified he was not sure how the first report of injury came about but that he did recall printing his name on the bottom of the report.

He further testified he did not know anything about the relationship between Kaplan and Durham Greene, Inc. He did testify that he knew that Kaplan had a construction/contractor's license which was "borrowed" from Durham Greene, Inc. but he did not know any of the particulars regarding the same. He also testified there were other

work projects at the country club at the time this injury occurred. At the time of the injury he was working full time for Green Valley Country Club and was paid a weekly fee. He agreed that The Lamar Group, LLC never submitted a contract and was supposed to submit a proposal in writing which also never occurred. He testified all of those items are normally handled by the bookkeeping department at EA Management and that he did work with the bookkeeping department but in this particular instance the paperwork was not completed. He also admitted that Kaplan had the right to make the final decision on who would be the subcontractors and he testified that some of the subcontractors would be rejected by Kaplan.

The documents in evidence show that an injury occurred to claimant at Green Valley Country Club on March 28, 2012. A First Report of Injury from EA Operations indicates that the claimant was injured at approximately 10:28am on March 28, 2012 while doing construction/framing work. As previously noted this accident report was filed by John Coleman, the construction manager for the project at Green Valley Country Club. There is, also in evidence, a certificate of liability insurance which indicates The Lamar Group, LLC had workers' compensation insurance with Companion Property and Casualty Company. However, this certificate of insurance expired on January 27, 2012 and the accident occurred on March 28, 2012 approximately two months after the insurance policy with Companion expired. There is also a building permit from Greenville County issued to AM Mechanical, Inc. for work to be done at Green Valley Country Club in April 2012. Also submitted were two Certificates of Use and Permanent Occupancy Permits issued to Green Valley Country on June 6, 2012 and June 29, 2012. Also in evidence are a contract between Green Valley Country Club and Campbell Inc. for the purposes of providing a crane to the Green Valley Country Club site.

The medical records in evidence indicate the claimant was taken to Greenville Memorial Hospital when the injury occurred on March 28, 2012. The admission note indicates that the claimant fell from a roof and hit his face suffering facial fractures and a bilateral jaw fracture. He also had airway compromise and a left posterior ear laceration. A tracheostomy was performed to relieve his airway compromise and he then had a surgical procedure to repair a bilateral mandibular fracture. He also had an open reduction and internal fixation of the left zygomatic arch complex and a repair of a left orbital floor fracture.

The claimant also saw Dr. James Fowler who diagnosed his condition as a Ledford fracture, a zygomatic arch fracture and fracture of the orbital floor. He was also diagnosed with blurred vision after blunt force trauma to the face. According to the medical notes in the record, the last time the claimant was seen for any medical care and treatment was December 7, 2012 by Dr. James Fowler. At that time Dr. Fowler released him to return as needed. There is no evidence in the record that the claimant was seen for any additional medical care or treatment after his release by Dr. Fowler.

Based on the evidence presented at the hearing are the following:

FINDINGS OF FACT

1. That the claimant, Rey B. Perez, was a direct employee of The Lamar Group, LLC.
2. That on or about March 28, 2012 the claimant fell from a building striking his face and injuring his face, left eye, mouth and left ear.
3. That at the time the injury occurred The Lamar Group, LLC was subject to the terms of Title 42 of the South Carolina Code of Laws Annotated by virtue of having four or more employees regularly employed in the same business or occupation.

4. That the project that the claimant was working on at the time of his injury was located at Green Valley Country Club in Travelers Rest, South Carolina.
5. That Green Valley Country Club is operated by EA Management which is a family owned business owned by the Kaplan family and was purchased in bankruptcy for purposes of revitalizing the country club and its golf course and returning it to profitability.
6. That in order to accomplish the objective of returning the country club to profitability the Kaplan family named an executive director of EA Management and the country club and undertook the building project.
7. That the Kaplan family named Mike Kaplan as Executive Director of EA Management and specifically determined that in order to return the country club to profitability various improvements were required.
8. That as a result of this determination the Kaplan family and Mike Kaplan specifically determined they would manage the construction projects personally and would not contract out the construction projects on the club house and on the golf course.
9. That as a result of this determination, Mike Kaplan hired John Coleman as a construction manager to undertake the various construction projects on behalf of EA Management.
10. That because EA Management/Green Valley Country Club did not have a specific contractor's license, Mike Kaplan used various business connections in order to "borrow" a construction license from Durham Greene, Inc.
11. That this "loaning" of the contractor's license was done voluntarily by Durham Greene, Inc. and they were not remunerated or compensated in any way for the use of the construction license.

19. That the normal operating procedure for the hiring of subcontractors by EA Management was to have a written contract and a certificate of workers' compensation and liability insurance presented to the human resources department of EA Management prior to the work commencing.
20. That in this particular instance, due to the exigencies of acquiring a crane the contract and certificate of workers' compensation and liability insurance were not obtained prior to the work beginning.
21. That the certificate of workers' compensation insurance presented by The Lamar Group, LLC to the human resources department of EA Management showed that the workers' compensation policy for The Lamar Group, LLC expired some two months prior to the commencement of the work herein, and was, therefore, invalid.
22. That the claimant, Rey B. Perez, was a direct employee of The Lamar Group, LLC.
23. That Mike Kaplan/EA Management/Green Valley Country Club was the general contractor of the construction project for which The Lamar Group, LLC was contracted to perform construction services involving the placing of trusses.
24. That The Lamar Group, LLC was a subcontractor of the general contractor, EA Management, and was operating as an unqualified self-insurer on the date of the claimant's injury by accident due to a lapse in insurance.
25. That the claimant, Rey B. Perez, was therefore the statutory employee of Mike Kaplan/EA Management/Green Valley Country Club.
26. That the claimant's average weekly wage was \$1,000.00 giving him compensation rate of \$666.70.

27. That as a result of his injuries, the claimant is entitled to temporary total disability compensation commencing March 28, 2012 until his release by Dr. Fowler on December 7, 2012.
28. That the claimant is not yet at maximum medical improvement and requires further medical care and treatment to his face, left eye and mouth.
29. That the insurance carrier for claimant's statutory employer, EA Management is Bridgefield Insurance Company.
30. That because the claimant was the statutory employee of EA Management, Bridgefield Insurance Company is responsible for paying benefits to the claimant, aforesaid.
31. That the employer and carrier shall maintain the right to choose the treating physician or physicians for claimant's ongoing problems for his face, left eye and mouth.
32. That Durham Greene, Inc. and their insurance carrier, Key Risk Services are improper parties to this matter and should be dismissed.
33. That the South Carolina Uninsured Employers Fund is an improper party to this action and should be dismissed.
34. That Cornell Dubilier Electronics and their insurance carrier, Travelers Indemnity Company are improper parties to this action and should be dismissed.

CONCLUSIONS OF LAW

1. That the parties to this action, Rey B. Perez, employee/claimant, The Lamar Group, LLC, EA Management, Green Valley Country Club, Durham Greene Inc., and Cornell Dubilier Electronics, Bridgefield Insurance Company, Travelers Indemnity Company, and Key Risk Insurance of South Carolina and the South Carolina Uninsured Employers Fund

are subject to and bound by the terms and provisions of Title 42 of the South Carolina Code of Laws Annotated.

2. That pursuant to Section 42-1-160, the claimant, Rey Perez, suffered an injury by accident arising out of and in the course of employment on or about March 28, 2012.
3. That pursuant to Section 42-1-130 the claimant, Rey Perez, was a direct employee of The Lamar Group, LLC and Lauro Martinez.
4. That pursuant to Section 42-1-360, The Lamar Group, LLC and Lauro Martinez were subject to the terms of the South Carolina Code of Laws Annotated by virtue of having four or more employees regularly employed in the same business or occupation.
5. That pursuant to South Carolina Workers' Compensation Regulation 67-403 The Lamar Group, LLC and Lauro Martinez were subject to the Act under any circumstances by obtaining workers' compensation insurance as noted on the certificate of insurance presented to EA Management.
6. That pursuant to Section 42-1-360, EA Management and Green Valley Country Club were subject to the Workers' Compensation Act by virtue of having four or more employees.
7. That pursuant to Section 42-1-400 et. seq. EA Management and Green Valley Country Club voluntarily undertook to become a general contractor/construction manager for building projects at Green Valley Country Club, and, therefore, made construction management a part of their regular business and/or occupation. Marchbanks v. Duke Power Co., 190 SC 336, 2 SE2d 825 (1939); Collins v. Seko Charlotte, 412 SC 283, 732 SE2d 510 (2015).
8. That pursuant to Section 42-1-400 et. seq. an employee of a subcontractor (claimant) who is working for an owner and or contractor (EA Management/Green Valley Country

Club) is deemed to be the statutory employee of the upstream employer, in this case, EA Management. Voss v. Ramco, 325 SC 560, 482 SE2d 582 (Ct. App. 1997)

9. That pursuant to Section 42-5-10, et. seq. the defendant, The Lamar Group, LLC and Lauro Martinez were operating as an unqualified self-insurer without workers' compensation coverage at the time of the injury.

10. That the certificate of insurance presented by The Lamar Group, LLC to EA Management was invalid and, therefore, EA Management and their carrier Bridgefield Insurance Company cannot transfer liability to the Uninsured Employers Fund. Hopper v. Terry Hunt Construction, 383 SC 310, 680 SE2d 1 (2009).

11. That pursuant to Section 42-1-400 et. seq. the statutory employer, EA Management/Green Valley Country Club and their carrier, Bridgefield Insurance Company are responsible for workers' compensation benefits for Rey Perez as a result of this injury of March 28, 2012.

12. That pursuant to Section 42-1-160 and Section 42-15-60, the claimant suffered injuries to his face, jaw, left eye, and left ear.

13. That pursuant to Section 42-15-60, the claimant is not yet at maximum medical improvement.

14. That pursuant to Section 42-15-60, the claimant is entitled to past and ongoing causally related medical care and treatment to be provided by the statutory employer and its carrier for his face, jaw, and left eye.

15. That pursuant to Section 42-15-60, the defendants, Durham Greene, Inc., Cornell Dubilier Electronics, Travelers Indemnity Company, Key Risk Insurance Company of South

Carolina, and the South Carolina Uninsured Employers Fund are not proper parties to this action and should be and hereby are dismissed.

ORDER

IT IS THEREFORE ORDERED that the defendants, EA Management/Green Valley Country Club and their carrier, Bridgefield Casualty Insurance Company, shall pay the claimant, Rey B. Perez, temporary total disability compensation at the rate of \$666.70 for the period of March 28, 2012 through December 7, 2012.

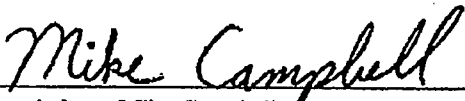
IT IS FURTHER ORDERED that the defendants, EA Management/Green Valley Country Club and their carrier, Bridgefield Casualty Insurance Company, shall provide ongoing medical care and treatment to the claimant for injuries suffered to his face, jaw, left eye, and left ear as aforesaid.

IT IS FURTHER ORDERED that the defendants, EA Management/Green Valley Country Club and their carrier, Bridgefield Casualty Insurance Company, shall pay for and/or reimburse the claimant for previous causally related medical care and treatment received for his face, jaw, and left eye.

IT IS FURTHER ORDERED that the defendants, Durham Greene, Inc., Cornell Dubilier Electronics, Travelers Indemnity Company, Key Risk Insurance Company of South Carolina and the South Carolina Uninsured Employers Fund are hereby dismissed from this action with prejudice.

SO ORDERED.

October 11, 2016


Commissioner Mike Campbell

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid, in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

October 11, 2016

By: Barbara Cheeseboro, Administrative Assistant to Commissioner Campbell

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO: 1204122

REY B. PEREZ,

Employee,

Claimant,

vs.

THE LAMAR GROUP, LLC, and/or
GREEN VALLEY COUNTRY CLUB,
and/or DURHAM GREEN, INC., and/or
CORNELL DUBILIER ELECTRONICS,
INC.,

Employer,

AND

BRIDGEFIELD CASUALTY INSURANCE
COMPANY, and/or TRAVELERS
INDEMNITY COMPANY, and/or
KEY RISK INSURANCE OF SOUTH
CAROLINA,

Carrier,

AND

SOUTH CAROLINA UNINSURED
EMPLOYER'S FUND

Defendants.

CONSENT ORDER

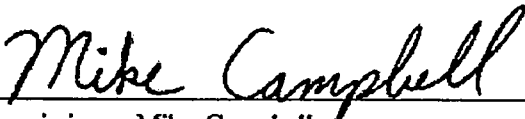
This matter was heard before Commissioner Campbell on April 20, 2016, to determine issues as set forth on Claimant's Form 50 and more specifically, to determine which of the codefendants, if any, were liable for Claimant's alleged injuries. By Order dated October 11, 2016, Commissioner Campbell found that Defendant Green Valley Country Club was Claimant's statutory employer and awarded benefits accordingly.

Thereafter, Defendants Green Valley Country Club and its insurance carrier filed an appeal citing multiple grounds. However, Defendants Green Valley Country Club and carrier did not appeal the findings related to dismissal of Defendant Durham Green, Inc., and its insurance carrier and Cornell Dubilier Electronics and its insurance carrier. Therefore, the law of the case is that both Defendants Durham Green, Inc., and its insurance carrier and Cornell Dubilier Electronics and its insurance carrier are improper parties to this claim and are dismissed with prejudice.

NOW THEREFORE, on joint motion of all parties, it is

HEREBY ORDERED, ADJUDGED AND DECREED that the agreement of the parties as set forth above is hereby adopted as an Order of this Commission as if fully set forth herein.

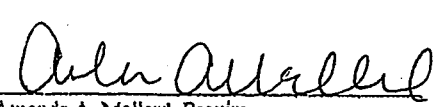
IT IS SO ORDERED.


Commissioner Mike Campbell

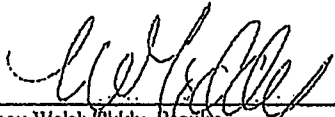
November 15, 2016

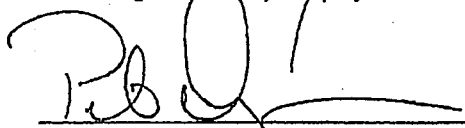
We Consent


Donald B. Rauh, Jr., Esquire
Attorney for Claimant


Amanda A. Mollard, Esquire
Attorney for Cornell Dubilier Electronics
and Travelers Indemnity Company


David H. Kellor, Esquire
Attorney for South Carolina Uninsured
Employer's Fund


Tracy Welsh Fiddy, Esquire
Attorney for Green Valley Country Club
and Bridgefield Casualty Company


Peter Dworjanyn, Esquire
Attorney for Durham Green, Inc., and
Key Risk Insurance Company

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

By Barbara Cheeseboro on November 15, 2016

rec'd
5/25/2017

APPELLATE PANEL
DECISION AND ORDER
OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1204122

Rey Perez,

RESPONDENT
CLAIMANT,

vs.

The Lamar Group, LLC, and/or Green Valley
Country Club,

EMPLOYER, and

Bridgefield Casualty Insurance Company, and/or
SC Uninsured Employers Fund,

CARRIER, and

APPELLANTS
DEFENDANTS.

Appellate Panel Review held in Columbia, South Carolina,
on January 23, 2017 per notices timely and properly served
upon all parties of interest.

Appellate Panel Decision and Order filed
May 23, 2017

APPEARANCES:

Respondent Rey Perez represented by Donald Kamb,
Esquire of Kathryn Williams, P.A., Greenville, South
Carolina.

Defendant South Carolina Workers' Compensation
Uninsured Employers Fund represented by David H. Keller,
Esquire of Turner Padgett Graham & Laney, P.A.,
Greenville, South Carolina.

Defendant Bridgefield Casualty Insurance Company
represented by Tracy Welsh Tiddy, Esquire of Willson Jones

STATEMENT OF THE CASE

This case was originally heard before Commissioner R. Michael Campbell, II on April 20, 2016, in Greenville, South Carolina. At the hearing, the claimant alleged that while working for the Lamar Group he suffered injuries to his face, head, jaw, and ear on March 28, 2012, when a roof truss collapsed and struck him. He also claimed entitlement to additional medical treatment, temporary total disability benefits and eventual permanency. While the accident itself was not disputed, there was a dispute about which party was responsible for payment of benefits. Defendants present at the hearing before the Single Commissioner included: 1) EA Operations dba Green Valley Country Club and their insurance carrier, Bridgefield Casualty Insurance Company; 2) Durham Greene and their insurance carrier, Key Risk Insurance Company; 3) Cornell Dubilier Electronics and their insurance carrier, Travelers Indemnity Company; and 4) the South Carolina Uninsured Employers Fund. While the Lamar Group was properly notified of the hearing and was a named Defendant, no one appeared on behalf of the Lamar Group.

On October 11, 2016, Commissioner Campbell issued Findings of Fact, Conclusions of Law and an Order, finding in pertinent part that the Claimant was an employee of the Lamar Group on the date of accident; that the Lamar Group was subject to the Act and operating without insurance; and that EA Operations was the Claimant's statutory employer and should be responsible for payment of benefits. Commissioner Campbell also found that Durham Greene, Key Risk Insurance Company, Cornell Dubilier Electronics, Travelers Indemnity Company and the South Carolina Uninsured Employers Fund were not proper parties to the case and should be dismissed as party defendants.

The hearing commissioner's Findings of Fact and Conclusions of law are set forth below in their entirety.

SINGLE COMMISSIONER'S FINDINGS OF FACT

1. That the claimant, Rey B. Perez, was a direct employee of The Lamar Group, LLC.
2. That on or about March 28, 2012, the claimant fell from a building striking his face and injuring his face, left eye, mouth and left ear.
3. That at the time the injury occurred The Lamar Group, LLC was subject to the terms of Title 42 of the South Carolina Code of Laws Annotated by virtue of having four or more employees regularly employed in the same business or occupation.
4. That the project that the claimant was working on at the time of his injury was located at Green Valley Country Club in Travelers Rest, South Carolina.
5. That Green Valley Country Club is operated by EA Management which is a family owned business owned by the Kaplan family and was purchased in bankruptcy for purposes of revitalizing the country club and its golf course and returning it to profitability.
6. That in order to accomplish the objective of returning the country club to profitability the Kaplan family named an executive director of EA Management and the country club and undertook the building project.
7. That the Kaplan family named Mike Kaplan as Executive Director of EA Management and specifically determined that in order to return the country club to profitability various improvements were required.
8. That as a result of this determination the Kaplan family and Mike Kaplan specifically determined they would manage the construction projects personally and would not contract out construction projects on the club house and on the golf course.
9. That as a result of this determination, Mike Kaplan hired John Coleman as a construction manager to undertake the various construction projects on behalf of EA Management.

10. That because EA Management/Green Valley Country Club did not have a specific contractor's license, Mike Kaplan used various business connections in order to "borrow" a construction license from Durham Greene, Inc.

11. That this "loaning" of the contractor's license was done voluntarily by Durham Greene, Inc. and they were not remunerated in any way for the use of the construction license.

12. That upon receipt of the construction license, Mike Kaplan, the Kaplan family, and EA Management, which is the company that directly operates Green Valley Country Club and for which Mike Kaplan is employed, specifically undertook a construction project as part of the operations of EA Management and Green Valley Country Club.

13. That EA Management/Green Valley Country Club and its Executive Director, Mike Kaplan, and the Kaplan family enterprises specifically undertook a construction project in the State of South Carolina where the claimant was subsequently injured.

14. That the hiring of a construction manager was done by Mike Kaplan for the purposes of overseeing the aforesaid construction project and Mike Kaplan/EA Management/Green Valley Country Club were directly in charge of the project on which the claimant was injured.

15. That John Coleman, while a construction manager, was under the direct supervision of Mike Kaplan who had the authority to overrule any of Coleman's decisions.

16. That Mike Kaplan/EA Management/Green Valley Country Club maintained the authority to hire and approve contractors contacted by John Coleman and that Mike Kaplan had the final say on all final details of the construction project.

17. That after a design phase it was determined that the building upon which the claimant was injured would be remodeled and that in order to do so, trusses needed to be placed on the roof of the building.

18. That to undertake this job, John Coleman, with the approval of Mike Kaplan, hired The Lamar Group, LLC to do the work at Green Valley Country Club on behalf of EA Management.

19. That the normal operating procedure for the hiring of subcontractors by EA Management was to have a written contract and a certificate of workers' compensation and liability insurance presented to the human resources department of EA Management prior to the work commencing.

20. That in this particular instance, due to the exigencies of acquiring a crane the contract and certificate of workers' compensation and liability insurance were not obtained prior to the work beginning.

21. That the certificate of workers' compensation insurance presented by The Lamar Group, LLC to the human resources department of EA Management showed that the workers' compensation policy for The Lamar Group, LLC expired some two months prior to the commencement of the work herein, and was, therefore, invalid.

22. That the claimant, Rey B. Perez, was a direct employee of The Lamar Group, LLC.

23. That Mike Kaplan/EA Management/Green Valley Country Club was the general contractor of the construction project for which The Lamar Group, LLC was contracted to perform construction services involving the placing of trusses.

24. That The Lamar Group, LLC was a subcontractor of the general contractor, EA Management, and was operating as an unqualified self-insurer on the date of the claimant's injury by accident due to a lapse in insurance.

25. That the claimant, Rey B. Perez, was therefore the statutory employee of Mike Kaplan/EA Management/Green Valley Country Club.

26. That the claimant's average weekly wage was \$1,000.00 giving him a compensation rate of \$666.70.

27. That as a result of his injuries, the claimant is entitled to temporary total disability compensation commencing March 28, 2012 until his release by Dr. Fowler on December 7, 2012.

28. That the claimant is not yet at maximum medical improvement and requires further medical care and treatment to his face, left eye and mouth.

29. That the insurance carrier for claimant's statutory employer, EA Management is Bridgefield Insurance Company.

30. That because the claimant was the statutory employee of EA Management, Bridgefield Insurance Company is responsible for paying benefits to the claimant, aforesaid.

31. That the employer and carrier shall maintain the right to choose the treating physician or physicians for claimant's ongoing problems for his face, left eye and mouth.

32. That Durham Greene, Inc. and their insurance carrier, Key Risk Services are improper parties to this matter and should be dismissed.

33. That the South Carolina Uninsured Employers Fund is an improper party to this action and should be dismissed.

34. That Cornell Dubilier Electronics and their insurance carrier, Travelers Indemnity Company are improper parties to this action and should be dismissed.

SINGLE COMMISSIONER'S CONCLUSIONS OF LAW

1. That the parties to this action, Rey B. Perez, employee/claimant, The Lamar Group, LLC, EA Management, Green Valley Country Club, Durham Greene Inc., and Cornell Dubilier Electronics, Bridgefield Insurance Company, Travelers Indemnity Company, and Key Risk Insurance of South Carolina and the South Carolina Uninsured Employers Fund are subject to and bound by the terms and provisions of Title 42 of the South Carolina Code of Laws Annotated.

2. That pursuant to Section 42-1-160, the claimant, Rey Perez, suffered an injury by accident arising out of and in the course of employment on or about March 28, 2012.

3. That pursuant to Section 42-1-130 the claimant, Rey Perez, was a direct employee of The Lamar Group, LLC and Lauro Martinez.

4. That pursuant to Section 42-1-360, The Lamar Group, LLC and Lauro Martinez were subject to the terms of the South Carolina Code of Laws Annotated by virtue of having four or more employees regularly employed in the same business or occupation.

5. That pursuant to South Carolina Workers' Compensation Regulation 67-403 The Lamar Group, LLC and Lauro Martinez were subject to the Act under any circumstances by obtaining workers' compensation insurance as noted on the certificate of insurance presented to EA Management.

6. That pursuant to Section 42-1-360, EA Management and Green Valley Country Club were subject to the Workers' Compensation Act by virtue of having four or more employees.

7. That pursuant to Section 42-1-400 et. seq. EA Management and Green Valley Country Club voluntarily undertook to become a general contractor/construction manager for building projects at Green Valley Country Club, and, therefore, made construction management a part of their regular business and/or occupation. *Marchbanks v. Duke Power Co.*, 190 SC 336, 2 SE2d 825 (1939); *Collins v. Seko Charlotte*, 412 SC 283, 732 SE2d 510 (2015).

8. That pursuant to Section 42-1-400 et. seq. an employee of a subcontractor (claimant) who is working for an owner and or contractor (EA Management/Green Valley Country Club) is deemed to be the statutory employee of the upstream employer, in this case, EA Management. *Voss v. Ramco*, 325 SC 560, 482 SE2d 582 (Ct. App. 1997)

9. That pursuant to Section 42-5-10, et. seq. the defendant, The Lamar Group, LLC and Lauro Martinez were operating as an unqualified self-insurer without workers' compensation coverage at the time of the injury.

10. That the certificate of insurance presented by The Lamar Group, LLC to EA Management was invalid and, therefore, EA Management and their carrier Bridgefield Insurance Company cannot transfer liability to the Uninsured Employers Fund. Hopper v. Terry Hunt Construction, 383 SC 310, 680 SE2d 1 (2009).

11. That pursuant to Section 42-1-400 et. seq. the statutory employer, EA Management/Green Valley Country Club and their carrier, Bridgefield Insurance Company are responsible for workers' compensation benefits for Rey Perez as a result of this injury of March 28, 2012.

12. That pursuant to Section 42-1-160 and Section 42-15-60, the claimant suffered injuries to his face, jaw, left eye, and left ear.

13. That pursuant to Section 42-15-60, the claimant is not yet at maximum medical improvement.

14. That pursuant to Section 42-15-60, the claimant is entitled to past and ongoing causally related medical care and treatment to be provided by the statutory employer and its carrier for his face, jaw, and left eye.

15. That pursuant to Section 42-15-60, the defendants, Durham Greene, Inc., Cornell Dubilier Electronics, Travelers Indemnity Company, Key Risk Insurance Company of South Carolina, and the South Carolina Uninsured Employers Fund are not proper parties to this action and should be and hereby are dismissed.

ASSIGNMENTS OF ERROR

Within the statutory period, Counsel for EA Operations¹ and Bridgefield Casualty Insurance Company filed an Application for Review in the case setting forth the following assignments of error:

¹ "EA Operations" is the correct name of the Defendant identified as "EA Management" in the Single Commissioner's Order.

1. In referring to the entity operating Green Valley Country Club as EA Management; the error being such entity is EA Operations.

2. In stating that the parties stipulated that the Claimant's injury involved his head, face, jaw, left ear and left eye; the error being that the record reflects no such stipulation – just the Claimant's assertion that some of these body parts were injured.

3. In failing to clearly state that it was the position of the Green Valley Country Club and EA Operations that its business is running a country club and it cannot be the statutory employer of the Claimant where it is not in the trade, business or occupation of putting up trusses; and that assuming that the Claimant was an employee of the Lamar Group and the Lamar Group is subject to the Act and operating without insurance, the Uninsured Employers Fund should be liable for paying benefits in this case.

4. In stating in the Statement of the Case that final approval for contractors came from Mike Kaplan, executive director of EA Operations; the error being John Coleman had full authority to select and contract with contractors.

5. In stating in the Statement of the Case that based on the uncontradicted testimony of John Coleman, Mike Kaplan was the general contractor of the project; the error being Mr. Coleman did not so testify.

6. In stating in the Testimony of the Case that Mike Kaplan testified that "most" employees of EA Operations had nothing to do with construction; the error being he, in fact, testified that none of the employees of EA Operations have ever performed construction work.

7. In stating in the Testimony of the Case that Mr. Kaplan testified that he, as the executive director of EA Management, determined to undertake a specific construction project for the renovation and refurbishment of Green Valley Country Club; the error being Mr. Kaplan testified that the project in question involved converting some restrooms into a fitness center.

8. In stating in the Testimony of the Case that Mr. Kaplan testified that the golf course was also being renovated by other construction crews; the error being there is no testimony to this effect.

9. In stating in the Testimony of the Case that Mr. Kaplan testified that in order to go forward with the construction project it was necessary for him to obtain a contractor's license which he borrowed from Durham Greene, Inc.; the error being Mr. Kaplan testified that he contracted with Durham Greene to use its license for the project.

10. In stating in the Testimony of the Case that Mr. Kaplan testified that he hired a construction manager, John Coleman, whose job was to carry out the construction project; the error being Mr. Kaplan testified he retained John Coleman as a consultant to oversee the project.

11. In stating in the Testimony of the Case that Mr. Kaplan conceded EA Management had bought Green Valley Country Club when it was bankrupt at a bargain price

with the intention of refurbishing it and moving it back to profitability; the error being there is no testimony to that effect.

12. In stating in the Testimony of the Case that Mr. Kaplan testified most of the time he trusted Coleman's judgments, but he did have the right to make the final decision if he disagreed with Coleman and in stating that Kaplan agreed that Coleman reviewed bids and made final recommendations as to which contractors he ought to hire; the error being Mr. Kaplan, in fact, testified that Mr. Coleman hired the contractors and he approved whatever he decided.

13. In stating in the Testimony of the Case that the bookkeeping/HR department of EA Management maintained all the contract documents; the error being Mr. Kaplan actually testified only that certificates of insurance were maintained by the bookkeeper, as far as he knows.

14. In stating in the Testimony of the Case that Mr. Kaplan testified that because of potential liability he required certificates of insurance to be delivered prior to contractors coming on the job and that these were kept in the bookkeeping department of EA Management; the error being the hearing transcript contains no testimony to this effect.

15. In stating in the Testimony of the Case that Mr. Kaplan testified that Cornell Dubilier actually paid some contractors but this was a cash flow pass through and EA Management directly reimbursed Cornell Dubilier for any of these pass through payments; the error being there was no testimony to this effect.

16. In stating in the Testimony of the Case that Mr. Kaplan testified that Cornell Dubilier is a part of a number of family owned businesses owned by the Kaplans and the payments were eventually charged to EA Management on Cornell's books and EA reimbursed dollar for dollar; the error being there was no testimony to this effect.

17. In stating in the Testimony of the Case that Mr. Kaplan testified that he had a human resources manager who was the expert in workers' compensation matters; the error being there was no such testimony in the record.

18. In stating in the Testimony of the Case that Mr. Kaplan testified that first reports of injury were maintained by his human resources manager; the error being there is no testimony to this effect in the record.

19. In stating in the Testimony of the Case that Mr. Kaplan testified that a first report of injury had been completed by the human resources department and signed by Mr. Coleman on the date of the accident; the error being that there is no testimony to this effect in the hearing transcript.

20. In stating in the Testimony of the Case that Mr. Kaplan testified that the first report of injury was filled out by his human resources department; the error being Mr. Kaplan testified EA Operations does not have a human resources department.

21. In stating in the Testimony of the Case that Coleman's testimony involved his hiring by Mr. Kaplan as a construction manager; the error being Mr. Coleman testified that he was a consultant.

22. In stating in the Testimony of the Case that Mr. Coleman testified he had worked with Mr. Kaplan on numerous occasions; the error being that Mr. Coleman testified only that Mr. Kaplan worked for him as a young man and then reached out to him about this project.

23. In stating in the Testimony of the Case that Mr. Coleman testified he did not know anything about the relationship between Kaplan and Durham Greene, Inc.; the error being the transcript of Mr. Coleman's de bene esse deposition contains no such testimony.

24. In stating in the Testimony of the Case that Mr. Coleman knew that Kaplan had a construction/contractor's license which was "borrowed" from Durham Green, Inc., but he did not know any of the particulars regarding the same; the error being the transcript of Mr. Coleman's de bene esse deposition contains no such testimony.

25. In stating in the Testimony of the Case that the an accident report was filed by John Coleman, the construction manager for the project at Green Valley Country Club; the error being the testimony only reflects that Mr. Coleman printed his name on the first report of injury, not that he filed it. Further, Mr. Coleman testified that he was a consultant on the project, not the construction manager.

26. In Finding as a Fact (#2) that that the Claimant fell from a building striking his face and injuring his face, left eye, mouth and left ear; the error being the preponderance of the evidence reflects that the Claimant injured his face, jaw and left eye; there is no evidence of an injury to the left ear.

27. In Finding as a Fact (#5) that the Country Club was purchased in bankruptcy for purposes of revitalizing the country club and its golf course and returning it to profitability; the error being the preponderance of the evidence and the testimony in the record do not support this conclusion.

28. In Finding as a Fact (#6) that in order to accomplish the objective of returning the country club to profitability the Kaplan family named an executive director of EA Management and the country club and undertook the building project; the error being the preponderance of the evidence and the testimony in the record do not support this finding.

29. In Finding as a Fact (#7) that the Kaplan family named Mike Kaplan as Executive Director of EA Management and specifically determined that in order to return the country club to profitability various improvements were required; the error being the preponderance of the evidence and the testimony in the record do not support this finding.

30. In Finding as a Fact (#8) that as a result of this determination the Kaplan family and Mike Kaplan specifically determined they would manage the construction projects personally and would not contract out the construction projects on the club house and on the golf

course; the error being the preponderance of the evidence and the testimony in the record do not support this conclusion.

31. In Finding as a Fact (#9) that as a result of this determination, Mike Kaplan hired John Coleman as a construction manager to undertake the various construction projects on behalf of EA Management; the error being the preponderance of the evidence does not support this conclusion.

32. In Finding as a Fact (#10) that because EA Management/Green Valley Country Club did not have a specific contractor's license, Mike Kaplan used various business connections in order to "borrow" a construction license from Durham Greene, Inc.; the error being the preponderance of the evidence does not support this conclusion.

33. In Finding as a Fact (#11) that this "loaning" of the contractor's license was done voluntarily by Durham Greene, Inc., and they were not remunerated or compensated in any way for the use of the construction license; the error being the preponderance of the evidence does not support this conclusion.

34. In Finding as a Fact (#12) that upon receipt of the construction license, Mike Kaplan, the Kaplan family, and EA Management, which is the company that directly operates Green Valley Country Club and for which Mike Kaplan is employed, specifically undertook a construction project as part of the operations of EA Management and Green Valley Country Club; the error being the preponderance of the evidence does not support this conclusion.

35. In Finding as a Fact (#13) that EA Management/Green Valley Country Club and its Executive Director, Mike Kaplan, and the Kaplan family enterprises specifically undertook a construction project in the State of South Carolina where the Claimant was subsequently injured; the error being the preponderance of the evidence does not support this conclusion.

36. In Finding as a Fact (#14) that the hiring of a construction manager was done by Mike Kaplan for purposes of overseeing the aforesaid construction project and Mike Kaplan/EA Management/Green Valley Country Club were directly in charge of the project on which the Claimant was injured; the error being the preponderance of the evidence does not support this conclusion.

37. In Finding as a Fact (#15) that John Coleman, while a construction manager, was under the direct supervision of Mike Kaplan who had the authority to overrule any of Coleman's decisions; the error being the preponderance of the evidence doesn't support this conclusion.

38. In Finding as a Fact (#16) that Mike Kaplan/EA Management/Green Valley Country Club maintained the authority to hire and approve contractors contacted by John Coleman and that Mike Kaplan had the final say on all final details of the construction project; the error being the preponderance of the evidence does not support this conclusion.

39. In Finding as a Fact (#18) that to undertake this job, John Coleman, with the approval of Mike Kaplan, hired The Lamar Group, LLC to do work at Green Valley Country

Club on behalf of EA Management; the error being such finding is not supported by a preponderance of the evidence.

40. In Finding as a Fact (#19) that the normal operating procedure for the hiring of subcontractors by EA Management was to have a written contract and a certificate of workers' compensation and liability insurance presented to the human resources department of EA Management prior to the work commencing; the error being that such finding is not supported by a preponderance of the evidence.

41. In Finding as a Fact (#20) that in this particular instance, due to the exigencies of acquiring a crane the contract and certificates of workers compensation and liability insurance were not obtained prior to the work beginning; the error being the preponderance of the evidence does not support this finding.

42. In Finding as a Fact (#21) that the certificate of workers' compensation insurance presented by The Lamar Group, LLC to the human resources department of EA Management showed that the workers compensation policy for the Lamar Group, LLC expired some two month prior to the commencement of the work herein, and was, therefore, invalid; the error being the preponderance of the evidence does not support this conclusion.

43. In Finding as a Fact (#23) that Mike Kaplan/EA Management/Green Valley country Club was the general contractor of the construction project for which The Lamar Group, LLC was contracted to perform construction services involving the placement of trusses; the error being the preponderance of the evidence does not support this conclusion.

44. In Finding as a Fact (#24) that The Lamar Group, LLC was a subcontractor of the general contractor, EA Management; the error being such finding is not supported by a preponderance of the evidence.

45. In Finding as a Fact (#25) that the Claimant, Rey B. Perez, was therefore the statutory employee of Mike Kaplan/EA Management/Green Valley Country Club; the error being the preponderance of the evidence does not support this conclusion.

46. In Finding as a Fact (#26) that the Claimant's average weekly wage was \$1000.00 giving him compensation rate of \$666.70; the error being the preponderance of the evidence does not support such conclusion and such conclusion is speculative.

47. In Finding as a Fact (#27) that as a result of his injuries, the Claimant is entitled to temporary total disability compensation commencing March 28, 2012 until his release by Dr. Fowler on December 7, 2012; the error being the preponderance of the evidence does not support this conclusion.

48. In Finding as a Fact (#28) that the Claimant is not yet at maximum medical improvement and requires further medical care and treatment to his face, left eye, and mouth; the error being the preponderance of the evidence does not support this conclusion.

49. In Finding as a Fact (#29) that the insurance carrier for Claimant's statutory employer, EA Management, is Bridgefield Insurance Company; the error being the preponderance of the evidence does not support the conclusion that EA Management/Operations is the Claimant's statutory employer.

50. In Finding as a Fact (#30) that because the Claimant was the statutory employee of EA Management, Bridgefield Insurance Company is responsible for paying benefits to the Claimant, aforesaid, the error being the preponderance of the evidence does not support the conclusion that the Claimant is a statutory employee of EA Management.

51. In Finding as a Fact (#33) that the South Carolina Uninsured Employers Fund is an improper party to this action and should be dismissed; the error being the preponderance of the evidence does not support the conclusion that EA Operations is the Claimant's statutory employer; rather, the preponderance of the evidence supports the conclusion that EA Operations is not in the trade business or occupation of setting trusses, the Claimant was directly employed by the Lamar Group which was subject to the Act and operating without insurance, and the responsible party should be the Uninsured Employers Fund.

52. In concluding as a Matter of Law (#7) that pursuant to Section 42-1-400 et. seq. EA Management and Green Valley Country Club voluntarily undertook to become a general contractor/construction manager for building projects at Green Valley Country Club, and, therefore, made construction management a part of their regular business and/or occupation; the error being the preponderance of the evidence does not support this conclusion, nor is this conclusion supported by case law.

53. In concluding as a Matter of Law (#8) that pursuant to Section 42-1-400 et seq., an employee of a subcontractor (Claimant) who is working for an owner and or contractor (EA Management/Green Valley Country Club) is deemed to be the statutory employee of the upstream employer, in this case, EA Management; the error being the preponderance of the evidence and the case law does not support this conclusion.

54. In concluding as a Matter of Law (#10) that the certificate of insurance presented by The Lamar Group, LLC to EA Management was invalid and, therefore, EA Management and their carrier Bridgefield Insurance Company cannot transfer liability to the Uninsured Employer's Fund; the error being the preponderance of the evidence does not support the conclusion that EA Operations is the statutory employer of the Claimant.

55. In concluding as a Matter of Law (#11) that pursuant to Section 42-1-400 et. seq., the statutory employer, EA Management/Green Valley Country Club and their carrier, Bridgefield Insurance Company are responsible for workers' compensation benefits for Rey Perez as a result of this injury of March 28, 2012; the error being the preponderance of the evidence does not support this conclusion.

56. In concluding as a Matter of Law (#12) that pursuant to Section 42-1-160 and 42-15-60, the Claimant suffered injuries to his face, jaw, left eye, and left ear; the error being the preponderance of the evidence does not support an injury to the Claimant's left ear.

57. In concluding as a Matter of Law (#14) that pursuant to Section 42-15-60, the Claimant is entitled to past and ongoing causally related medical care and treatment to be provided by the statutory employer and its carrier for his face, jaw, and left eye; the error being the preponderance of the evidence does not support the conclusion that EA Operations/Green Valley Country Club is the Claimant's statutory employer and is engaged in the trade business or occupation of construction or setting trusses.

58. In concluding as a Matter of Law (#15) that pursuant to Section 42-15-60, the defendants Durham Greene, Inc., Cornell Dubilier Electronics, Travelers Indemnity Company, Key Risk Insurance Company of South Carolina, and the South Carolina Uninsured Employers Fund are not proper parties to this action and should be and hereby are dismissed; the error being the preponderance of the evidence supports the conclusion that EA Operations/Green Valley Country Club is not the Claimant's statutory employer, and that the Claimant's direct employer, the Lamar Group, was subject to the Act and operating without insurance and, therefore, the Uninsured Employers Fund is a proper party to this action and should be responsible for paying benefits to the Claimant.

59. In ordering that defendants, EA Management/Green Valley Country Club and their carrier, Bridgefield Casualty Insurance Company, shall pay the claimant, Rey B. Perez, temporary total disability compensation at the rate of \$666.70 for the period of March 28, 2012 through December 7, 2012; the error being the preponderance of the evidence does not support the conclusion that EA Operations is the statutory employer of the Claimant, that the Claimant's compensation rate is \$666.70, or that Claimant was totally disabled from March 28, 2012 through December 7, 2012.

60. In ordering defendants EA Management/Green Valley Country Club and their carrier, Bridgefield Casualty Insurance Company, to pay for and/or reimburse the Claimant for previous causally related medical care and provide ongoing medical care and treatment to for injuries suffered to his face, jaw, left eye, and left ear; the error being the preponderance of evidence does not support the conclusion that EA Operations is the Claimant's statutory employer, or that the Claimant sustained an injury to his left ear.

61. In ordering that defendant South Carolina Uninsured Employer's Fund shall be dismissed from this action with prejudice; the error being the preponderance of the evidence supports the conclusion that EA Operations/Green Valley Country Club is not the Claimant's statutory employer, and that the Claimant's direct employer, the Lamar Group, was subject to the Act and operating without insurance and, therefore, the Uninsured Employers Fund is a proper party to this action and should be responsible for paying benefits to the Claimant.

APPELLATE PANEL DECISION

Copies of the above assignments of error were furnished to all interested parties prior to oral argument scheduled before the Appellate Panel on January 23, 2017. Following the filing of

the assignments of error, the parties entered into a consent order, specifically agreeing that Durham Greene, Key Risk, Cornell Dubilier Electronics and Travelers Indemnity were not proper parties to this case and should be dismissed with prejudice.

STANDARD OF REVIEW

Pursuant to S.C. Code Ann. § 42-17-50, the Commission shall review the award and, if good grounds be shown therefore, reconsider the evidence, receive further evidence, rehear the parties or their representatives and, if proper, amend the award. Pursuant to S.C. Code Ann. § 42-17-50, the Appellate Panel reviewed the Award and weighed the evidence in the records presented at the initial hearing. The Panel also considered all issues raised in the briefs of the Appellants and Respondents.

As detailed in the allegations of error, EA Operations asserts errors in the summary of the evidence in the Single Commissioner's order. Therefore, the Appellate Panel now sets forth the summary of evidence below.

Further, after careful review in the instant case, the Appellate Panel AFFIRMS with amendments, the Single Commissioner's Order in part, and REVERSES the Single Commissioner's Order in part. The following Findings of Fact and Conclusions of Law are wholly substituted for the Findings of Fact and Conclusions of Law of the Single Commissioner and are now the Law of the Case.

SUMMARY OF THE EVIDENCE

Testimony of Claimant

On the date of accident, Claimant was working for Lara Martinez, nailing down trusses on the roof of the Green Valley Country Club (Hrg. Tr. p. 27). He was not an employee of the Green Valley Country Club and did not perform work with golf, tennis or food and beverages. (*Id.* at 36-37) Mr. Martinez was directing the Claimant's work and that of the crane operator who was setting the trusses. (*Id.* at 31). As the Claimant was working, the trusses came down and pinned him. He

fell, injuring his jaw and his cheek. Id. Mr. Martinez took him to hospital where he was treated for his jaw and cheek. (Id. at 32) He had surgery and plates were placed in his jaw. Id. He has not seen Mr. Martinez since that day. Id. He was never paid for the day of his injury. (Id. at p. 35)

Claimant believes he was out of work about nine months due to his injury. (Id. at 33). Since claimant returned to regular work, he has worked full-time for Alfredo Juárez. (Id. at 34).

Claimant had worked for Mr. Martinez in the past, performing framing work. (Id. at 27). He has been a framer since he came to the U.S. from Mexico approximately eight years ago. (Id. 26-27). Mr. Martinez previously paid him between \$200 and \$250 per day, but they had not discussed how much he would be paid for the job on which he was injured. (Id. at 28) The Claimant has no proof of his earnings. (Id. at 37-38).

On the date of accident, Mr. Martinez told the claimant when to show up, where to show up, and what to do. (Id. at 30). There were six people doing the framing job at the country club on the day of the accident. (Id. at 39).

In addition to problems with his jaw and left cheek, Claimant's left eye is sensitive to the light and painful. Sometimes he experiences blurry vision. (Id. at 32-33). He is able to play soccer every weekend. (Id. at 38-39).

Testimony of Pablo Alvarez

Mr. Alvarez knows the claimant from working with him in construction. (Hrg. Tr. 13). Mr. Alvarez previously worked for Lara Martinez in Asheville. (Hrg. Tr. 13-14). Mr. Alvarez was on the job site when the claimant was injured. (Id. at 14). Mr. Martinez called him about the job at the country club. (Id. at 14). On the day of the accident, Mr. Martinez was telling the people working on the trusses what to do. (Id. at 15). Other than Mr. Martinez, Mr. Alvarez did not speak to anyone regarding the job at the country club. (Id. at 15-16). Mr. Alvarez considered Mr. Martinez

his employer for that day. (Id. at 16). After the claimant's accident, Mr. Martinez admitted to Mr. Alvarez that he did not have any insurance. (Id. at 18).

Mr. Alvarez expected to be paid between \$200 and \$250 per day for his work on this job. (Id. at 16). Mr. Martinez had previously paid him \$150 per day. He made between \$800 and \$900 per week, but estimated his annual earnings at between \$20,000 and \$25,000. (Id. at 23, 24).

Mike Kaplan Testimony

Mike Kaplan is Executive Director of EA Operations, d/b/a Green Valley Country Club. EA Operations manages the golf course and is not in the business of construction. (Id. at 46-47). EA Operations also maintains the golf course, provides food and beverage service, runs the fitness center, provides tennis facilities, manages the golf center, and does everything involved with running a country club. (Id. at 46). As Executive Director, Mr. Kaplan oversees the club. (Id.).

The construction project in question was renovation of a locker room/restroom to be turned into a fitness center. (Id. at 47). The building had a flat roof, so the plan was to build a new roof in order to put in air-conditioning. (Id. at 47). A contractor's license was necessary in order to complete the renovation project. (Id. at 56). Mr. Kaplan arranged to use Duane Green's construction license for the project. (Id. at 53). Mr. Kaplan also contracted with a friend, John Coleman, whose business is training building inspectors, as a consultant to oversee the project. (Id. at 48). Mr. Coleman provided Mr. Kaplan with periodic progress reports, but for the most part Mr. Kaplan let Mr. Coleman make decisions and work with contractors. Id.

To the best of Mr. Kaplan's knowledge, the certificates of insurance for the project were kept in his bookkeeping department. (Id. at 58). The contracting work was paid for out of EA Operations' operating budget. (Id. at 61).

No employees of EA Operations performed any work on this construction project. (Id. at 49). In fact, no EA Operations employees have ever performed construction work for EA Operations. (Id.). No EA Operations employee is trained to install or put up trusses. (Id.). EA

Operations has operated the country club without the fitness room. (Id. at 50). Claimant was not an employee of EA Operations. (Id. at 50).

De Bene Esse Deposition of John Coleman

Mr. Coleman was a consultant for the Green Valley Country Club on this particular project and oversaw the construction process, which included meeting with contractors, meeting with architects, and working with the bid process so that Mike Kaplan would have the information necessary to decide on bids. (Dep. Tr. pp. 7–12). Mr. Kaplan made the final determination on which contractors to use. (Dep. Tr. p. 18). No employee of EA Operations did any construction work on the job. (Dep. Tr. 16–17). The purpose of bringing in The Lamar Group, LLC, or Lara Martinez, was to set trusses for a roof system. (Dep. Tr. 25). Mr. Coleman asked Mr. Martinez for a contract and proof of workers compensation insurance. (Id. p. 13). He received a certificate of insurance at some point, but it had expired. (Id. at 14).

As far as the proposal process, Mr. Coleman testified that the subcontractors would provide written proposals that would have been kept by the EA Operations bookkeeper. (Dep. Tr. 37). Mike Kaplan did reject some of Mr. Coleman's recommendations for subcontractors. (Dep. Tr. 38).

Claimant's APA Submissions

On March 28, 2012, claimant presented to the Greenville Hospital System. (APA #4, p. 19). He was admitted on that date and discharged on April 10, 2012. (Id.) He suffered multiple facial fractures including a left orbital fracture and mandibular fractures. (APA #4, p. 23). The Claimant underwent surgery for a tracheostomy and a facial fixation. (APA #4, p. 24). A laceration to the left ear was noted. (Id.)

In addition to medical records, claimant submitted various other documents attached to the APA submissions. Claimant submitted a certificate of liability insurance for workers'

compensation and employer's liability insurance purporting that The Lamar Group, LLC had workers compensation insurance with Companion from January 27, 2011 to January 27, 2012. (APA #6, p. 48). Claimant also submitted a First Report of Injury for the claimant dated May 15, 2012 for the applicable date of injury. (APA #9, p. 57).

Other APA Submissions

In addition to an operative note showing removal of some hardware (APA #10, pp. 62-63), EA Operations submitted documents related to the construction project at the Green Valley Country Club describing the project as "Fitness Center Renovations for Green Valley Country Club." (Exhibit A, p. A1). The description of the project in a commercial building application made to the County of Greenville was an "Interior upfit of existing space into a private fitness center for club mem[bers]." (Id. at A2).

STIPULATION

At the Appellate Panel hearing, the remaining parties entered into an agreement to narrow the scope of the disputed issues. Specifically, the parties agreed as follows:

1. The average weekly wage shall be five hundred seventy-five and 00/100 dollars (\$575.00), with a corresponding compensation rate of three hundred eighty-three and 35/100 dollars (\$383.35).
2. The parties agree that claimant is entitled to a closed period of temporary total disability from March 28, 2012, the date of the accident, through September 25, 2012, for a total of 26 weeks at the agreed upon compensation for a total of nine-thousand nine hundred sixty-seven and 10/100 (\$9,967.10).
3. Such amount shall be the responsibility of whichever party is found responsible for payment of benefits in this case.

FINDINGS OF FACT

Based upon the documentary evidence submitted by the respective parties, pursuant to the Administrative Procedures Act, and the Commission's file relative to this claim, WE, THE APPELLATE PANEL, FIND THE FOLLOWING AS FACT:

1. The claimant, Ray B. Perez, was an employee of The Lamar Group, LLC, on the date of the accident. Such finding is based on the testimony of the Claimant, Pablo Alvarez, and John Coleman.

2. The Lamar Group, LLC, had four or more employees on the date of the accident. Such finding is based on the testimony of the Claimant.

3. The Lamar Group, LLC, was previously insured, but this insurance had lapsed prior to the date of accident. Such finding is based upon the certificate of insurance submitted by the Claimant and the Commission's file.

4. The Lamar Group, LLC, was subject to the SC Carolina Workers Compensation Act and was operating without insurance on the date of accident in this case. Such finding is based on the claimant's testimony, the Commission's file, the testimony of John Coleman, and the certificate of insurance submitted by the Claimant.

5. As the Lamar Group was the Claimant's employer and was subject to the Act and operating without insurance, the South Carolina Uninsured Employers' Fund is a proper party to this claim and to the extent it has been dismissed, we find that the Uninsured Employers Fund shall be reinstated as a party to this action.

6. EA Operations/The Green Valley Country Club was also subject to the Act on the date of the accident and had coverage for its employees through Bridgefield Casualty.

7. On or about March 28, 2012, the claimant fell from a building ("Fall") striking his face, injuring his face (facial bones), jaw, left eye, and left ear, while working on a construction project located at the Green Valley Country Club. Such finding is based on the testimony of the Claimant, John Coleman, Pablo Alvarez, and medical records of Greenville Hospital System

8. EA Operations manages the Green Valley Country Club. This involves golf course maintenance, providing food and beverage service, and managing the fitness center and tennis facility. Such finding is based on the testimony of Mike Kaplan and John Coleman.

9. At the time of the Fall, EA Operations had commissioned a renovation project for one of the buildings on the country club property, which specifically involved renovating a locker room/restroom into a fitness center ("Project"). Such finding is based on the testimony of Mike Kaplan, the testimony of John Coleman and construction documents submitted in the APA submissions.

10. In order to complete the Project, Mike Kaplan, the Executive Director of EA Operations, consulted with John Coleman, a building inspector by trade, to manage and oversee the project. Such finding is based on the testimony of Mike Kaplan and John Coleman.

11. Mr. Coleman hired numerous subcontractors to complete the Project for the country club. Such finding is based on the testimony of Mike Kaplan and John Coleman.

12. One of the subcontractors used by Mr. Coleman was The Lamar Group, LLC, owned by Lara Martinez. Such finding is based on the testimony of John Coleman, the Claimant and Pablo Alvarez.

13. The Lamar Group, LLC's responsibility was to set trusses for a roof system for the Project. Such finding is based on the testimony of John Coleman, the Claimant and Pablo Alvarez.

14. Mr. Coleman did not obtain a valid certificate of workers compensation insurance or a signed contract from the Lamar Group due to the exigencies of the getting the trusses installed in a timely fashion. Such finding is based upon Mr. Coleman's testimony and the certificate of insurance in the Commission's file.

15. Setting trusses is a specialized process which requires use of a crane. Such finding is based on the testimony of John Coleman.

16. No EA Operations employee was trained to install or put up trusses. Such finding is based on the testimony of Mike Kaplan.

17. EA Operations was not equipped to handle the process of installing trusses with its own workforce. Such finding is based upon the testimony of John Coleman and Mike Kaplan.

18. Construction, specifically setting trusses, is not an important part of EA Operations' trade or business. Such finding is based on the testimony of Mike Kaplan and John Coleman.

19. Green Valley Country Club/EA Operations could have and did function without the new fitness center which was the subject of this Project. Such finding is based on the testimony of Mike Kaplan.

20. Construction, including specifically setting trusses for the new fitness center, was not a necessary, essential and integral part of EA Operations' business.

21. No EA Operations employee worked on the Project. Such finding is based on the testimony of Mike Kaplan and John Coleman.

22. No employees of EA Operations have ever set trusses or performed construction work for EA Operations. Such finding is based on the testimony of Mike Kaplan.

23. The activity being performed by the Claimant at the time of his injury has never been performed by EA Operations' employees. Such finding is based on the testimony of Mike Kaplan.

24. EA Operations' trade, business, and occupation is managing the golf course and country club. Such finding is based upon the testimony of John Coleman and Mike Kaplan.

25. There is no evidence that EA Operations ever was involved in managing any renovation or construction projects outside of Green Valley Country Club. Such finding is based on the Commission's file, including the testimony of all witnesses.

26. There is no evidence that EA Operations contemplated ongoing or continual building construction projects as a part of the ongoing revenue obtained from the golf course and country club. Such finding is based on the Commission's file, including the testimony of all witnesses.

27. There is no evidence that EA Operations anticipated earning revenue directly in exchange for providing contracting services. Such finding is based on the Commission's file, including the testimony of all witnesses.

28. Even assuming EA Operations acted as a general contractor for the Project, renovation of a physical building on the site of the Green Valley Country Club, without more, is insufficient to make contracting or construction part of EA Operations' regular business.

29. We find, by the preponderance of the evidence, that EA Operations was not in the trade, business, or occupation of installing trusses, or, more generally, building construction.

30. Therefore, in conjunction with the above finding of facts, we specifically find claimant was not the statutory employee of EA Operations.

31. Because there is no employee-employer relationship between EA Operations and claimant, EA Operations and their carrier are not responsible for paying benefits to claimant under the Workers' Compensation Act.

32. As the Claimant's Employer, the Lamar Group is responsible for paying benefits to the Claimant; however because the Claimant's employer was subject to the Act and operating without insurance on the date of accident, and there is no statutory employer, the SC Uninsured Employers' Fund is responsible for providing applicable benefits to the claimant should the Lamar Group be unable to, refuse to, or fail to pay the same.

33. As the Lamar Group has failed to appear and pay benefits to date, the SC Uninsured Employer's Fund shall pay all causally related medical treatment to date for the Claimant's injuries to his face (facial bones), jaw, left eye and left ear, consistent with the

Workers' Compensation Act; however the Uninsured Employer's Fund retains full lien rights and is entitled to collect payment from the Lamar Group and its owner for any fees, costs or benefits paid.

34. The SC Uninsured Employer's Fund shall appoint an authorized physician and provide additional medical treatment for the claimant's face (facial bones), jaw, left eye and left ear, consistent with the SC Workers Compensation Act.

35. The SC Uninsured Employer's Fund shall pay the Claimant a closed period of temporary total disability benefits in the amount of \$9,967.10 which represents 26 weeks of compensation at the compensation rate of \$383.85, consistent with the parties' stipulation.

36. Claimant is not yet at maximum medical improvement and the Claimant's testimony and a determination as to permanent disability, if any, is premature. Such finding is based upon the medical records

37. The SC Uninsured Employer's Fund shall provide any other benefits as may be due consistent with the terms of the South Carolina Workers Compensation Act.

CONCLUSIONS OF LAW

In view of those Findings of Fact, and as provided in the South Carolina Code of Laws, WE, THE APPELLATE PANEL, CONCLUDE THE FOLLOWING AS MATTERS OF LAW:

1. Pursuant to Section 42-1-160, the claimant, Rey Perez, suffered an injury by accident arising out of and in the course of employment on or about March 28, 2012.

2. Pursuant to Section 42-1-130, the claimant, Rey Perez, was an employee of The Lamar Group, LLC.

3. Pursuant to South Carolina Workers' Compensation Regulation 67-403 and SC Code Ann. § 42-1-360, The Lamar Group, LLC was subject to the Act by previously obtaining workers' compensation insurance and by having four or more employees.

4. Pursuant to §42-5-10 et. seq., the Lamar Group was operating as an unqualified self-insurer on the date of the injury.

5. Pursuant to S.C. Code Ann §42-1-400, while EA Operations as the owner contracted with the Lamar Group to set trusses on the Project, EA Operations is not the Claimant's statutory employer as the work of setting trusses was not part of its "trade, business or occupation."

6. Under Glass v. Dow Chemical Co., 325 S.C. 198, 482 S.E.2d 49 (1997), in determining whether an activity is part of the owner's trade, business or occupation, the court must consider whether: (a) the activity of subcontractor is an important part of the owner's trade or business; (b) the activity performed by the subcontractor is a necessary, essential and integral part of the owner's business; or (c) the identical activity performed by the subcontractor has been performed by employees of the owner. Glass at 50.

7. The Glass court held that an activity is not an important part of the owner's trade or business "...where repairs are major, specialized, or of the sort which the employer is not equipped to handle with its own work force." Therefore, based on the above findings of fact, under Glass v. Dow Chemical Co., 482 S.E.2d at 51 (1997), installing trusses is not an important part of EA Operations' business.

8. Pursuant to Raines v. Gould, Inc., 288 S.C. 541, 343 S.E.2d 655 (Ct. App. 1986) and Hairston v. Re: Leasing, Inc., 286 S.C.493, 497, 334 S.E.2d 825, 827 (Ct. App. 1985), an activity is a "necessary, essential, or integral" part of the owner's business "[if] the nature of the work being done is such an integral part of the operations of the company for which it is done that the company cannot function without it." Therefore, because the evidence and the above findings of fact indicate the country club could have (and did) function without the construction new fitness center and trusses, the installing of trusses is not a necessary, essential or integral part of EA Operations' business.

9. Finally, pursuant to Glass, there is no evidence employees of EA Operations had ever set trusses or performed construction work.

10. In sum, pursuant to Voss v. Ramco, Inc., 325 S.C. 560, 482 S.E.2d 582 (Ct. App. 1997), Glass v. Dow Chemical Co., 482 S.E.2d at 51 (1997), work performed by claimant and The Lamar Group, LLC was not part of the general trade, business, or occupation of EA Operations and EA Operations is therefore not the Claimant's statutory employer.

11. Pursuant to Reg. 67-403 and S.C. Code Ann. §§ 42-1-360, 42-1-400, & 42-7-200 and the above-referenced case law, the Lamar Group is ultimately responsible for payment of benefits in this case; however, as the Lamar Group has failed to appear and pay the compensation due, the Uninsured Employers Fund is responsible for payment of benefits in this case.

12. Pursuant to S.C. Code Ann. §42-7-200, the Uninsured Employers Fund retains full lien rights against and the right to collect payments from the Lamar Group and its owner for any fees and costs incurred and any benefits paid on this claim.

13. Pursuant to § 42-15-60, Claimant is entitled to causally-related medical treatment to date and additional medical treatment which will tend to lessen his period of disability.

14. Pursuant to § 42-9-10 and the stipulation of the parties, Claimant is entitled to temporary total disability benefits for 26 weeks.

ORDER

Based upon the Appellate Panel's Findings of Fact and Conclusions of Law,

IT IS, THEREFORE, ORDERED that the average weekly wage is five hundred seventy-five and 00/100 dollars (\$575.00), with a resulting compensation rate of three hundred eighty-three and 35/100 dollars (\$383.35).

IT IS FURTHER ORDERED that claimant is not a statutory employee of EA Operations, and, therefore, EA Operations is not responsible for payment of workers' compensation benefits to the claimant.

IT IS FURTHER ORDERED that the South Carolina Uninsured Employers Fund shall pay the claimant, Rey B. Perez, temporary total disability compensation at the rate of \$383.35 for the period of March 28, 2012, the date of the accident, through September 25, 2012 for a total of 26 weeks for a total of nine-thousand nine hundred sixty-seven and 10/100 (\$9,967.10).

IT IS FURTHER ORDERED that the defendant, the South Carolina Uninsured Employers Fund, shall provide ongoing medical care and treatment to the claimant for injuries suffered to his face (facial bones), jaw, left eye and left ear.

IT IS FURTHER ORDERED that the defendant, the South Carolina Uninsured Employers Fund, has full lien rights against and the right to collect payments from the Lamar Group for costs, fees or benefits paid in this matter.

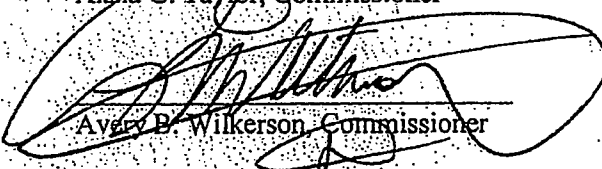
IT IS FURTHER ORDERED that the defendants, EA Operations dba Green Valley Country Club and Bridgefield Casualty Insurance Company are hereby dismissed from this action with prejudice.

AND IT IS SO ORDERED.

**AFFIRMED WITH
AMENDMENT**

**SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION**


Aisha G. Taylor, Commissioner


Avery B. Wilkerson, Commissioner


Melody L. James, Commissioner

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).

By Eugenia Hollmon on May 23, 2017

In the Matter Of:
PEREZ vs. GREEN VALLEY

1204122

JOHN GREGORY COLEMAN

January 18, 2016



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BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
WCC FILE NO. 1204122
REY PEREZ,)
Employee,)
Claimant,)
vs.)
GREEN VALLEY COUNTRY)
CLUB,)
Employer,)
and)
BRIDGEFIELD CASUALTY)
INSURANCE COMPANY,)
Carrier,)
Defendants.)

- - - - -

Deposition de bene esse of JOHN GREGORY
COLEMAN, taken by the Employer-Carrier,
pursuant to notice and/or agreement, before
Donna B. Friddle, Court Reporter and Notary
Public, at Willson, Jones, Carter & Baxley,
P.A., 872 South Pleasantburg Drive,
Greenville, South Carolina, on the 18th day
of January, 2016, commencing at the hour of
10:33 o'clock, a.m.

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16 Employer's Fund.

17
18 STIPULATIONS: - - - - -

19 1. This deposition is being take de benne
20 esse.

21 2. All objections will be made at the time
22 of the deposition.

23 3. The Witness will waive the reading and
24 signing of the deposition.
25 - - - - -

1	INDEX OF EXAMINATION	
2		PAGE
3	DIRECT EXAMINATION: BY MS. TIDDY	5
4	CROSS-EXAMINATION: BY MR. KELLER	17
5	CROSS-EXAMINATION: BY MR. KAMB	23
6	CROSS-EXAMINATION: BY MR. DWORJANYN	32
7	RECROSS-EXAMINATION: BY MR. KELLER	42
8	CONTINUED CROSS-EXAMINATION: BY MR.	43
9	DWORJANYN	
10	RE-RECROSS-EXAMINATION: BY MR. KELLER	48
11	REDIRECT EXAMINATION: BY MS. TIDDY	49
12	RECROSS-EXAMINATION: BY MR. KAMB	50
13	RECROSS-EXAMINATION: BY MR. DWORJANYN	52
14	RE-REDIRECT EXAMINATION: BY MS. TIDDY	54

15	-----	
16	INDEX OF EXHIBITS	
17		PAGE
18	PLAINTIFF'S EXHIBIT NUMBER ONE	31
19	1st Report of Injury - 2 pages	
20	DEFENDANT'S EXHIBIT NUMBER ONE	48
21	Certificate of Liability Insurance	
22	1 page	

23	-----	
24		
25		

(In the following transcript, a dash [--]
is used to indicate an unintentional or
purposeful interruption in a sentence, or to
indicate halting speech or an unfinished
sentence in dialogue.)

- - - - -

JOHN GREGORY COLEMAN,
being first duly sworn/affirmed, was
examined and deposed as follows:

DIRECT EXAMINATION

BY MS. TIDDY:

Q. Mr. Coleman, we met. My name is Tracy
Tiddy, and I'm an attorney, and I'm
representing EA Operations, which is
the Green Valley Country Club, and
their Workers' Comp insurance company
in a claim that's been filed by a
gentleman by the name of Rey Perez for
an accident that happened all the way
back in March of 2012. As you know I'm
here today to ask you some questions.
As I just discussed with the court
reporter we are taking this deposition
in lieu of you testifying at a hearing.
We had the hearing scheduled back in

1 December and you were unable to attend
2 for health reasons, so we scheduled
3 this today so that we could present
4 your testimony to the Commissioner. So
5 it's a little bit different than a
6 normal deposition. I'm going to be
7 asking you questions. If you can
8 respond, something I'd like to remind
9 you is to make sure you answer
10 verbally. Answer out loud. If you nod
11 or shake your head that's difficult for
12 her to get down. And as I told you
13 before we started because of the format
14 today there may be some objections, but
15 don't worry about that. That's for the
16 attorneys to worry about. And, again,
17 if I ask you something you don't
18 understand please feel free to ask me
19 to clarify that, and I'll try to ask
20 you a clearer question. Okay?

21 A. Okay.

22 Q. Okay. Give us your full name for the
23 record, sir.

24 A. It's John Gregory Coleman. C-o-l-e-m-a-n.

25 Q. Okay. And what is your current



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1 address, Mr. Coleman?

2 A. It's 3 Maplecroft Street, Greenville.

3 Of course South Carolina 29609.

4 Q. And how long have you been living in
5 Greenville?

6 A. It would be sometime this year.

7 Q. Okay.

8 A. Or maybe two years now.

9 Q. Okay.

10 A. I did -- I think my driver's license
11 got changed over in 2014, I think.

12 Q. Okay. What is your current occupation?

13 A. I'm a Technical Trainer for a company
14 based out of Wisconsin, OnCourse
15 Learning. We do technical training for
16 home inspectors.

17 Q. Okay. And how long have you been in
18 that position?

19 A. As a full-time employee the last two
20 years.

21 Q. Okay. What was your job, or what were
22 you doing for a living back in March of
23 2012 at the time Mr. Perez fell?

24 A. I was working as a consultant for Green
25 Valley Country Club.



1 Q. Okay. And tell me just briefly what
2 that involved? What were you a
3 consultant for?

4 A. We were doing some updates,
5 modifications. We were building a
6 fitness center at the club, and I was
7 acting as a consultant for the over --
8 you know, overview of the construction
9 process.

10 Q. Okay. And how were you paid for that?

11 A. I was paid a weekly fee. I believe it
12 was Coleman Home Inspection,
13 Incorporated was my entity at the time.

14 Q. Okay. And Coleman Home Inspections, is
15 what kind of entity? Is it a --

16 A. It's an -- it's an S Corp.

17 Q. Okay.

18 A. It's incorporated with an S Corp
19 designation.

20 Q. Okay. And is that corporation still in
21 existence?

22 A. It is.

23 Q. Okay. Just very briefly -- and I want
24 to come back and ask you about that job
25 in a minute, but just give a brief

1 overview of what your work history has
2 been. What type of work have you done
3 over the years?

4 A. I've been in the construction industry
5 like as a project superintendent
6 overseeing projects in residential
7 construction, commercial construction
8 for about 18 years, 20 years..

9 Q. Okay.

10 A. And then I got into the home inspection
11 industry in about 2001.

12 Q. Okay. Around March of 2012 when this
13 accident occurred, were you doing any
14 other work other this consultant
15 position at the country club?

16 A. No. No.

17 Q. Okay. You used the word "consultant."
18 Were you an employee of Green Valley or
19 EA Operations at that time?

20 A. No. No, I was paid a weekly fee for my
21 services and mainly focused on the day-
22 to-day construction processes that were
23 in place.

24 Q. Okay. And you mentioned that you were
25 kind of working under Coleman Home



1 Inspections. Did Coleman Home
2 Inspections have any employees at that
3 time?

4 A. No.

5 Q. Okay. And did you have Workers' Comp
6 insurance for Coleman Home Inspections
7 at that time?

8 A. No.

9 Q. Okay. How do you know Mike Kaplan?

10 A. I've known Mike personally for about 46
11 years.

12 Q. Okay. And have you-all worked together
13 in the past or --

14 A. Mike actually worked for me as a young
15 man, and when he saw the need on this
16 project to have somebody overlooking he
17 reached out to me.

18 Q. Okay. And what is your understanding
19 of what Mike Kaplan's role is with EA
20 Operations or the country club?

21 A. I guess the technical term would be
22 Executive Director.

23 Q. Okay. And, again, based on your
24 dealings with him, particularly on this
25 project, what was his role? What did

1 he sort of do on a day-to-day basis
2 with regard to the country club?

3 A. Just about everything.

4 Q. Okay.

5 A. There was a lot of work being done on
6 the course.

7 Q. Okay.

8 A. You know earth moving to working on,
9 you know, things within the day-to-day
10 management.

11 Q. Okay.

12 A. So.

13 Q. To the best of your knowledge what is
14 the business of EA Operations or the
15 country club, what do they do?

16 A. I believe it's an entity that owns
17 Green Valley Country Club.

18 Q. Okay.

19 A. But I wouldn't be privy to any kind of
20 information like that. I was never
21 that involved.

22 Q. Okay. And you touched on it earlier,
23 but again what were your day-to-day
24 duties when you were working as a
25 consultant for the country club; what

1 did you do?

2 A. Everything from meeting with
3 contractors, meeting with architects,
4 engineers, contractors. Working with
5 bid process, receiving and reviewing
6 the bids. You know giving Mike the
7 information that he might need to make
8 a decision on who would get the bid.

9 Q. Okay.

10 A. And then doing the onsite management
11 and quality control so to speak.

12 Q. Okay. Did you deal directly with the
13 contractors that were going to do work
14 on the project, like the roofers or the
15 --

16 A. Yeah.

17 Q. -- plumbers or whatever?

18 A. Yes, I did.

19 Q. Okay. Did you interview them?

20 A. Yes.

21 Q. Okay. Did you have any kind of
22 procedure or process with regard to
23 Workers' Comp insurance for those folks
24 that were going to do work on this job?

25 A. Yeah, typically if a contract was going

1 to be awarded we would make sure they
2 understood they needed to be, you know,
3 fully insured and Workers' Comp --
4 proof of Workers' Comp was required
5 before payment was going to be issued.

6 Q. Okay. And tell me about the Lamar
7 Group. How did you find the Lamar
8 Group?

9 A. One of our members at the club was in
10 contracting and recommended him as a
11 framer.

12 Q. Okay. And did you talk to the owner of
13 the Lamar Group about doing work on
14 this project?

15 A. I did.

16 Q. Okay.

17 A. A few -- several times, yeah.

18 Q. Okay. Tell me what happened with the
19 Workers' Comp insurance for the Lamar
20 Group.

21 A. Well, we asked them to provide a
22 contract and proof of insurance before
23 we started and he was very cagey. And
24 then finally -- and I don't even recall
25 how we got this Certificate of

1 Insurance. We received the
2 certificate. It had -- I don't even
3 think anybody discovered it had
4 expired.

5 Q. Okay. Do you know if you knew whether
6 that certificate was expired on the day
7 they were doing work on the project?

8 A. I -- I did not know it was expired on
9 the day of work.

10 Q. Okay.

11 A. The day he showed up until after the
12 accident.

13 Q. Were you there when this accident
14 occurred?

15 A. I was.

16 Q. Okay. Where were you? I mean were you
17 right there?

18 A. I was -- I was, you know, a few -- 150
19 feet away.

20 Q. Okay. What happened after the
21 accident? What did you do after this
22 gentleman fell?

23 A. We, and I don't recall who was going to
24 call -- someone was going to call 911
25 and Lauro was waving us off not to call

1 911.

2 Q. And I'm not sure we said on the record.

3 Who was Lauro?

4 A. Lauro Martinez, the owner. I think
5 it's Lauro.

6 Q. Okay. The owner of?

7 A. Lamar Group.

8 Q. Okay. Okay. So how did the employee
9 leave the country club as best you
10 recall?

11 A. Lauro put him in his car and took him.
12 I'm still not sure what hospital he
13 took him to, so.

14 Q. Okay. Did you ever hear from Lauro
15 Martinez again after that?

16 A. No, the -- I did not speak to him until
17 I guess it was last year at the
18 hearing. In 2015 there was a hearing
19 scheduled.

20 Q. Okay.

21 A. And we were in the outer room, and that
22 was the first time I saw him since the
23 accident.

24 Q. To the best of your knowledge was Lauro
25 ever paid for the work they did on that



- 1 day?
- 2 A. He was never paid. He never submitted
- 3 a bill.
- 4 Q. Okay.
- 5 A. He never returned a phone call.
- 6 Q. And how were the contractors that did
- 7 work on this job generally paid, do you
- 8 know? What was the process? Did they
- 9 give bills to you, or did they --
- 10 A. Well, whoever was the owner of the
- 11 business usually provided us an
- 12 invoice.
- 13 Q. Okay. But who paid it? I mean did
- 14 Coleman Inspection pay it or --
- 15 A. Oh, no. No, no.
- 16 Q. Okay.
- 17 A. I was just a consultant.
- 18 Q. Okay.
- 19 A. I imagine EA Operations --
- 20 Q. Okay.
- 21 A. -- paid it.
- 22 Q. Were you on the jobsite pretty much on
- 23 a daily basis?
- 24 A. Yes.
- 25 Q. To the best of your knowledge did any

1 employees of the country club or EA
2 Operations do any construction work on
3 that job?

4 A. No. No, we used outside contractors.

5 Q. Okay. We had a hearing in this matter
6 scheduled back in December, and it's my
7 understanding you were unable to
8 attend; is that right?

9 A. That's correct.

10 Q. And why was that just generally?

11 A. I had surgery scheduled, pushed up to
12 the 21st.

13 Q. Okay.

14 MS. TIDDY: I think those are all
15 the questions I have for you. We
16 have several folks here who may
17 want to ask you some questions.
18 Does anybody want to go first?

19 MR. KELLER: Sure. Okay. Yeah,
20 because I really just have two.

21 CROSS-EXAMINATION

22 BY MR. KELLER:

23 Q. This is David Keller. I represent the
24 Uninsured Employer's Fund. So as I
25 understand it you were working for EA



1 as a consultant?

2 A. Correct.

3 Q. And they were in the process of doing
4 upgrades to their facility?

5 A. Correct.

6 Q. Correct? Okay. And that was owned by
7 EA as far as you know; correct?

8 A. As far as I know.

9 Q. Okay. And what they hired you to do as
10 I understand it -- and correct me if
11 I'm wrong -- Mr. Kaplan was the
12 Executive Director, and he hired you to
13 do the contracting for EA; is that
14 correct?

15 A. No, my job as a consultant was to put
16 -- put the bid process together.

17 Q. Okay.

18 A. Review the bids and make
19 recommendations on which contractors to
20 hire.

21 Q. Okay. So did Mr. Kaplan make that
22 final determination?

23 A. Yeah.

24 Q. Okay. So you were working for Mr.
25 Kaplan simply providing him with advice

1 on who he should hire?

2 A. Correct.

3 Q. Okay. And was there anybody else, any
4 other contractor, you know, was there
5 somebody totally in charge of the whole
6 process other than you and Mr. Kaplan?

7 A. Not that I know of.

8 Q. Okay. So this was -- would it be fair
9 to say Green Valley Country Club was
10 the entity that was doing and
11 overseeing the construction, and they
12 hired you as a consultant to help; is
13 that fair to say?

14 A. I don't know that -- I guess EA
15 Operations would be the entity.

16 Q. Correct. Yeah, if I said something
17 else I didn't mean to. I apologize.

18 A. Okay. Yeah.

19 Q. And Mr. Kaplan is their Executive
20 Director?

21 A. Yes, as far as I know.

22 Q. Okay.

23 A. Yeah.

24 Q. All right. Okay. And then the
25 Certificate of Insurance that you got

1 from Mr. Martinez, you said no one knew
2 that that had expired?

3 A. (Witness nods head.)

4 Q. You need to say "yes" or "no" for the
5 record.

6 A. Yes, we were unaware. And I don't even
7 recall if we had it prior to him
8 showing up.

9 Q. Okay.

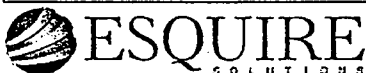
10 A. It was -- it was a, you know, cat-and-
11 mouse chase trying to get paperwork
12 from Mr. Martinez.

13 Q. Okay. Were you the person that did
14 that or did somebody at EA Operations
15 do that?

16 A. No, I would -- I would, you know,
17 collect paperwork and that type of
18 thing, but our bookkeepers were
19 instructed not to write checks if we
20 didn't have Workman's Comp. So they
21 pretty much fell in line.

22 Q. Okay. And so the bookkeepers worked
23 for EA Operations or for you?

24 A. Oh, no, they would work for EA
25 Operations.



1 Q. Okay.

2 A. Yeah.

3 Q. So you would collect the certificate,
4 and you're not sure if you even had the
5 certificate when they started work;
6 correct?

7 A. I can't recall. I remember chasing Mr.
8 Martinez for some documentation prior
9 to the start of the construction. You
10 know his -- his piece of the
11 construction.

12 Q. Okay. So then when you got the
13 Certificate of Insurance did it just go
14 into a file, or what happened to it?

15 A. And, again, I don't recall how it was
16 -- you know, how we got a copy of it,
17 whether it was faxed, but it was
18 usually sent to our office, so.

19 Q. Okay. You say "our office."

20 A. The one at Green Valley Country Club.

21 Q. Okay. So it would be EA Operation's
22 office that you were operating out of?

23 A. Well, it's their -- it's their
24 bookkeeper, yeah.

25 Q. It was their operation. Okay.

1 A. Their bookkeeper.

2 Q. Okay. And then when you got that
3 Certificate of Insurance obviously
4 you're telling us now that it was
5 expired, so would it be fair to say
6 when you got it you didn't follow up or
7 you didn't call and make any check on
8 the certificate; it just came in and
9 went in the file apparently?

10 A. Well, that's the -- the whole idea was
11 that we didn't see it prior to him
12 arriving, and we made it clear that we
13 could not issue a check for the job
14 until we had the proper insurance. And
15 we usually ask the contractors to
16 provide prior to start.

17 Q. Okay. But that didn't go to you, that
18 went to the Bookkeeping Department at
19 EA Operations; is that correct?

20 A. Yeah, as I believe. Again, I didn't --

21 Q. Okay.

22 A. -- I didn't know until after the event
23 that it had expired.

24 Q. And you personally didn't get it, nor
25 did you personally see it, nor did you

1 personally follow up on it; is that
2 fair to say?

3 A. Yeah.

4 Q. Okay.

5 MR. KELLER: That's all I have.

6 Thank you, sir.

7 CROSS-EXAMINATION

8 BY MR. KAMB:

9 Q. I'm Don Kamb. I represent Rey Perez.

10 Just so I understand you required the
11 Certificate of Insurance prior to the
12 contractor being paid not prior to them
13 actually doing work?

14 A. We typically required it with the
15 signed agreement, you know, the work,
16 you know, proposal typically.

17 Q. But you said -- and correct me again if
18 I'm wrong -- I think you said that he
19 actually showed up to do the work, and
20 you did not have the Certificate of
21 Insurance?

22 A. Yeah, I spent several days chasing him
23 to try to collect everything prior to
24 start. We had a crane, we had trusses,
25 but we had no paperwork.

1 Q. And so you said you got Lauro Martinez'
2 name or Lamar Group name from a member
3 of the country club?

4 A. Uh-huh (affirmative).

5 Q. Do you remember who that was?

6 A. I believe it was Mike Oakley.

7 Q. And you contacted Lauro Martinez
8 directly?

9 A. Yeah, I actually went to kind of meet
10 him on a couple of jobsites to tell him
11 what we were doing and what the process
12 was, so.

13 Q. Okay. And did you ever have contact --
14 prior to the date of the trusses were
15 being put up, the date of the injury,
16 had you had any prior contact with any
17 of the people who were actually there
18 doing the work, any of the other
19 people?

20 A. No, in fact, one of the things we noted
21 every time I'd met with Lamar these
22 were a different group of guys. He has
23 a group of guys that I normally saw
24 with him, but these were not his
25 regular guys. But, again, I've only

1 had limited exposure to them, maybe two
2 or three times prior to getting
3 started.

4 Q. Okay. And so just to be clear you had
5 never had any prior contact with Rey
6 Perez?

7 A. No.

8 Q. Okay. Or with Pablo Alvarez?

9 A. No, I don't even know who that is. No.

10 Q. Did you sign a contract with Lauro
11 Martinez?

12 A. I never received one.

13 Q. Okay. Was one submitted to him for
14 signature, a contract to undertake this
15 job?

16 A. He never submitted one.

17 Q. What was your understanding of what he
18 was going to do that day? Was he --

19 A. He was going to set trusses for a roof
20 system. That was the reason we brought
21 him in.

22 Q. Did you give him any instruction as to
23 how the work was to be undertaken?

24 A. I literally climbed up the ladder and
25 got in Mr. Martinez -- Lauro's face

1 because I was concerned.

2 Q. On the day that it was being done?

3 A. Yeah, the way he was orchestrating the
4 job was unsafe.

5 Q. And he was up on the trusses directing
6 the work?

7 A. Yeah.

8 Q. From what you just said?

9 A. Yeah.

10 Q. Prior to that day had you given him any
11 instructions about how the work was to
12 be done?

13 A. I'm not sure what you mean by
14 "instruction."

15 Q. Did you simply say, "Hey, I want these
16 trusses up there," or did you give him
17 more direction, more description of
18 what he was to be doing?

19 A. I basically told him what the scope of
20 the work was, to set the trusses,
21 decking, fascia board, that type of
22 stuff. And from the work I had seen he
23 had done and from, you know, Mr.
24 Oakley's impression he was a
25 knowledgeable guy who was going to do

1 it the right way. I couldn't say that
2 I've ever told him, "Okay. This is how
3 I want you to do," because when I saw
4 him setting the trusses that's when I
5 got concerned.

6 Q. Okay. Was the rest of the lower
7 structure there, and he was simply
8 setting the trusses and everything on
9 top of the trusses?

10 A. Yes, we had an existing flat roof that
11 was problematic, so we created this
12 attic truss that would allow us to shed
13 the water and store the HVAC equipment.
14 So it was basically an existing
15 building and taking a gable truss and
16 setting it on a flat roof surface.

17 Q. Okay. Did you give him instruction as
18 to how many employees, how many people
19 he needed to bring or anything of that
20 nature?

21 A. No, I mean we -- we inquired. And, you
22 know, again like I said the group that
23 was there I had never seen them working
24 with him before. The two or three
25 times I had met with him prior he had

1 different gentlemen working with him.

2 Q. Did he give you any information as to
3 what he planned to do as far as people
4 he was bringing with him or anything of
5 that nature?

6 A. No. No.

7 Q. Were there any other subcontractors on
8 the site that day working on that
9 building?

10 A. Yeah, there was -- we called them the
11 Steiner brothers, Ryan Steiner was one
12 of our lead guys. They were setting
13 windows and doors.

14 Q. Do you know if Lauro Martinez had done
15 any other work at the country club?

16 A. No.

17 Q. You don't know or --

18 A. Yes. I'm sorry. Yes, I would know,
19 and no, he did no other work that I
20 know of.

21 Q. Who engaged the crane that used to set
22 the trusses?

23 A. We did, meaning Green Valley Country
24 Club or EA. I've got to say EA
25 Operations.

1 Q. Okay.

2 A. Yeah, that was the one "ask" was that
3 we secured and paid for the crane. And
4 that kept our costs down as well.

5 Q. Okay. And Lauro asked you to do that?

6 A. Well, I actually spoke to the truss
7 manufacturer, and he recommended the
8 crane company.

9 Q. Okay. And EA did that, but you
10 personally got the crane?

11 A. I believe -- I got to say I believe --
12 it's hard to recall, but I believe I
13 probably met with a salesman or
14 something, provided the engineered
15 drawings from the truss manufacturer,
16 and this was the crane they
17 recommended.

18 Q. After the injury did you have any
19 further contact with Rey Perez?

20 A. No, Mr. Martinez took him away. We
21 have no idea where he took him. We
22 were trying to figure out what was
23 going on, and I never spoke to him
24 until I saw him at the 2015 hearing, I
25 guess.

- 1 Q. There was a Report of Injury done. Do
2 you recognize that document?
- 3 A. Yeah, it looks like my printing on the
4 bottom with the date.
- 5 Q. So it does have your handwriting on it?
- 6 A. Well, it's got my printed name down at
7 the bottom with the date.
- 8 Q. Right. But you wrote that? It's in
9 your handwriting?
- 10 A. No, I didn't write the entire document.
11 I just literally add this at the very
12 bottom.
- 13 Q. You wrote your name in at the bottom?
- 14 A. Uh-huh (affirmative).
- 15 Q. Is that intended to be your signature?
- 16 A. You know I can't recall to be honest
17 with you. This might have been a
18 document that EA Operations gave me.
19 It looks like it was.
- 20 Q. Do you recall anything about how that
21 document came about?
- 22 A. You know I remember meeting with a few
23 attorneys initially, within a few
24 months of the accident, but. So I'd
25 never even known that he went to

1 Greenville Memorial Hospital. It says
2 here.

3 Q. But you wrote your name at the bottom
4 of that document?

5 A. I couldn't testify to that. I really
6 can't. I know that's my printing, but
7 I don't recall doing it. That's the
8 problem.

9 Q. Okay.

10 MR. KAMB: You don't mind?

11 MR. KELLER: No, that's fine.

12 MR. KAMB: Do you want to put it
13 in as an exhibit?

14 MR. KELLER: Yeah.

15 MR. KAMB: Let's put that in as an
16 exhibit. Do you mind using that
17 one?

18 MS. TIDDY: I can get you another
19 copy, David.

20 (Thereupon the court reporter
21 marked the pertinent document as
22 PLAINTIFF'S EXHIBIT-NUMBER-ONE.)

23 MR. KAMB: I don't think I have
24 any other questions right now.

25 CROSS-EXAMINATION

1 BY MR. DWORJANYN:

2 Q. Mr. Coleman, my name is Peter

3 Dworjany, and I represent Duane Greene
4 and his Workers' Compensation carrier.

5 Were you living in Colorado prior to
6 starting -- for some period of time
7 prior to starting work on this job?

8 A. I was.

9 Q. What led you to come from Colorado back
10 to South Carolina?

11 A. Mike Kaplan had told me of this
12 acquisition, the country club, and
13 invited me to come in as a consultant
14 and give him some oversight and some
15 ideas. I did that on a -- I would say
16 part-time basis meaning fly in, fly out
17 type of thing for a while.

18 Q. Do you know when he first contacted
19 you?

20 A. I want to say June or July. Maybe June
21 of 2011.

22 Q. And when did you actually move to South
23 Carolina?

24 A. Well, I came -- I still had to maintain
25 my Colorado address up until the end or



1 the middle of 2014, but --

2 Q. Yeah, I don't mean legal residency.

3 A. Oh.

4 Q. When did you come to South Carolina and
5 start staying here?

6 A. January of 2012.

7 Q. Okay. Did you have a contract, a
8 written contract with Mike Kaplan?

9 A. No, I did not.

10 Q. What was the oral agreement? You had
11 an oral agreement with him? What were
12 the terms of the agreement?

13 A. That I would act as his consultant. He
14 would pay me weekly, pay the Coleman
15 Home Inspection entity weekly, and
16 that, you know, basically he wanted me
17 as his -- to oversee and what the scope
18 of the work was.

19 Q. How much were you getting paid?

20 A. It was weekly at \$2,000.

21 Q. So those checks were written to Coleman
22 Home Inspections?

23 A. Correct.

24 Q. Coleman Home Inspection --

25 A. Inc.



1 Q. -- Inc. would that -- during this
2 period of time was Coleman Home
3 Inspections doing any home inspections
4 in South Carolina?

5 A. We were not, no.

6 Q. That was your full-time occupation, was
7 the project, the country club?

8 A. It was a majority of my time. I was
9 still teaching here and there as an
10 independent contractor.

11 Q. Who were you teaching?

12 A. Training home inspectors for OnCourse
13 Learning.

14 Q. And you were doing that at the same
15 time you were -- this project was going
16 on?

17 A. In the beginning, yeah. And then
18 eventually I phased out to a, you know,
19 weekly here instead of on the road.

20 Q. I didn't understand you.

21 A. When I first got started overseeing the
22 project, the acting as a consultant, I
23 still was teaching, but when I moved
24 here in January that's when I suspended
25 my teaching to work with Mike Kaplan.

1 Q. What was the scope of what he wanted
2 done, of what he wanted you to help him
3 with at the country club? What were
4 the projects that were to be done?

5 A. Everything from some upgrades, repairs
6 to the existing clubhouse, to taking
7 the -- what was once a bath -- bathroom
8 for the pool and accounting office and
9 turning it into a fitness center.

10 Q. Was there -- did you oversee the
11 construction of a pro shop?

12 A. Not a -- not a construction, a
13 renovation.

14 Q. A renovation of a pro shop. Was there
15 any work done on the golf course itself
16 like the driving range, or the course,
17 or the --

18 A. Yeah, there was quite a bit of earth
19 moving work, and that was pretty much
20 overseen by Mike Kaplan. I wasn't
21 involved with that at all.

22 Q. You identified all the subcontractors
23 that were to be used to do the work?

24 A. When you say identify, meet with them,
25 that type of thing?

1 Q. Well, if you want to do some work on
2 the job someone has got to find a
3 subcontractor to do the work?

4 A. Yes, so I pursue the contractors.

5 Q. You did that?

6 A. Yeah, I would meet with the
7 contractors, interview them, you know,
8 see what their scope of knowledge was,
9 if -- if -- you know, talk -- ask for
10 referrals, that type of thing.

11 Q. Who would find out what subcontractors
12 to interview and meet with?

13 A. It would be talking to everybody and
14 anybody, suppliers, other contractors.

15 Q. So you did that?

16 A. Yeah.

17 Q. Okay. With respect to the Lamar Group
18 you indicated that he never submitted a
19 contract. In my experience it's the
20 people doing the hiring that gives the
21 subcontractor the contractor. Did you
22 give him a contract, or did EA give him
23 a contract?

24 A. Not that I know of, no. I never gave
25 him a contract. We pursued him to

1 submit a proposal.

2 Q. But did you or EA give any of the subs

3 you hired on the job written contracts?

4 A. No, they would provide us with

5 proposals that we would accept or --

6 Q. Were their proposals in writing or

7 verbal?

8 A. I would say they were all in writing at

9 one point or another.

10 Q. And who would have kept those? Did you

11 get the copies of them or did Mike

12 Kaplan?

13 A. They were probably handled by our

14 bookkeeper at the time.

15 Q. Who was that?

16 A. I couldn't tell you. I don't remember.

17 We have a person in there now, but I

18 think that was all before her time.

19 Q. When you say "we" do you mean like you

20 and Mike or EA or the country club?

21 A. I'm just saying "we" as in I don't

22 know.

23 Q. Are you still doing any work for Mike

24 or his family or EA Operations?

25 A. No.

1 Q. Did you work with the bookkeeper back
2 in 2012 when this construction was
3 going on?

4 A. Work with the bookkeeper?

5 Q. Yeah.

6 A. I'm not sure what you mean by "work."

7 Q. Well, did you communicate with her,
8 give her contracts, talk to her about
9 insurance or -- her and him, I don't
10 know?

11 A. Yes. Yeah. Yeah, we would make sure,
12 follow up, that type of thing.

13 Q. Did Mike Kaplan reject any of your
14 recommended subcontractors?

15 A. Yeah, I'm sure he did one or two maybe,
16 maybe more.

17 Q. Do you remember any that he might have
18 rejected?

19 A. Not offhand. I remember a concrete
20 staining contractor who he met with. I
21 never even met with her, and he felt
22 she was a little too high priced,
23 something along those lines.

24 Q. That was someone he had found himself,
25 not someone you had found?

1 A. No, we might have, and I can't recall,
2 we might have found her from who knows
3 where. It's difficult to remember.

4 Q. In construction when you were doing
5 construction, you said you had been
6 project superintendent for 20 years?

7 A. I've been in different parts of the
8 construction career, so --

9 Q. Okay.

10 A. -- job super, project super.

11 Q. Okay. What's the difference between a
12 job super and a project super?

13 A. Well -- and that's my definition would
14 be a job superintendent would be
15 someone who is onsite overseeing the --
16 you know, orchestrating the contractors
17 where a project superintendent might
18 take it from, you know, bid,
19 architectural, work with the architect,
20 work with the contractors, redefine the
21 scope of the work, that type of thing.

22 Q. Did you work with the contractors?

23 A. Yeah.

24 Q. I mean with the architect. I
25 apologize.

1 A. Yeah, I met with the architect. Yeah.

2 Q. Okay. How is what you're doing -- how
3 is what you've defined as a consultant
4 different than being a job super or a
5 project super?

6 A. It's an interchangeable term for some
7 people. I would say being a consultant
8 I may not always be on the job;
9 although I was there the majority of
10 the time.

11 Q. When we were at the hearing, which we
12 didn't actually have last year, and I
13 don't remember what the date of it was
14 --

15 A. Oh, boy (softly).

16 Q. -- Lauro Martinez was there. I want to
17 be careful not to pit your witness, but
18 -- pit your testimony against him.
19 When he was there he said he didn't do
20 this job, he didn't do this contract,
21 he didn't have anything to do with it.
22 That someone that -- and he said that
23 Mr. Perez was working for Pablo
24 Alvarez. Do you know why he said that
25 or what the basis for that statement

1 is?

2 A. I couldn't tell you. The first time I
3 heard that name was today. The only
4 thing I noticed was the several times
5 that I met with Mr. Martinez prior to
6 the event was he had different
7 construction workers. This was the
8 first time I had seen this group of
9 gentleman on the roof. I'd never seen
10 them before where in the past I'd seen
11 him with -- consistently with people
12 that, you know, I recognize as his
13 guys..

14 Q. So you went to actual jobsites that he
15 was on to interview him?

16 A. Talk with him.

17 Q. Or talk to him?

18 A. Pick his brain.

19 Q. Now you said you went up on the roof.
20 What were they doing up there that was
21 unsafe?

22 A. When trusses are -- engineered trusses
23 are delivered there is a recommended
24 way to stack the trusses and secure the
25 trusses. It's in plain writing. The

1 truss manufacturer supplies these to
2 the -- you know, the contractors, and
3 he was not securing the trusses
4 properly. That's what I believe ended
5 up causing the -- the problem.

6 Q. Who manufactured the trusses, do you
7 know?

8 A. I don't recall. I worked with the
9 manufacturer, but I don't recall the
10 name of them.

11 Q. Just bear with me for a second.

12 A. Sure.

13 MR. KELLER: Can I ask for -- do
14 you-all mind if I ask for a
15 clarification? I was confused.

16 RECROSS-EXAMINATION

17 BY MR. KELLER:

18 Q. You said he wasn't putting the trusses
19 on correctly, who is "he"?

20 A. Mr. Martinez and his crew.

21 Q. Lauro Martinez, that's who you
22 physically talked to that day; is that
23 right?

24 A. Yeah. Yeah.

25 Q. Okay.



1 A. Okay.

2 MR. KELLER: That was for
3 clarification. Thank you.

4 CONTINUED CROSS-EXAMINATION

5 BY MR. DROWJANYN:

6 Q. How does Martinez show up and start
7 working if EA hasn't given him a
8 contract and he hasn't submitted a
9 written proposal? How do you come to a
10 deal where he shows up and starts
11 working with trusses on the roof? How
12 does that -- I don't understand how
13 that happened honestly. I'm not being
14 a smart-aleck, but.

15 A. No, in retrospect obviously looking
16 back, you know, we should have never
17 let him get on the roof. End of story.
18 At the end of the day you've got
19 trusses there, you've got a crane that
20 you're paying for, and a guy literally
21 shows up that morning after multiple
22 phone calls, after, you know, literally
23 driving all over Greenville trying to
24 find him, and, you know, the gravity
25 takes hold and everybody pushes to get

1 the thing done. And that's what -- in
2 hindsight I see -- recognize what
3 you're talking about.

4 Q. It makes sense that the crane company
5 was scheduled to be there, and the
6 crane showed up and --

7 A. And the trusses are laying there.

8 Q. -- I understand that.

9 A. Yeah.

10 Q. When did the work get completed? Like
11 how long was this your main occupation,
12 let's say?

13 A. I'm going to say six months, from
14 January to maybe early May.

15 Q. When that work stopped did you continue
16 to work for Mike Kaplan's family or any
17 of these entities in any other
18 capacity?

19 A. I think we did some repairs and that
20 type of thing, but I don't recall the
21 last check I drew. It could have been
22 May or June.

23 Q. Also at the country club?

24 A. No, I was acting in the same capacity,
25 so.

- 1 Q. But at the country club, not at one of
2 their other properties?
- 3 A. Correct. Yeah.
- 4 Q. Okay.
- 5 A. Yeah.
- 6 Q. Let me show you something that was
7 admitted in one of the other
8 depositions. It's a Certificate of
9 Liability Insurance. Do you see the
10 writing on it that says -- it says
11 something to the effect of "John, this
12 is what was in my file"?
- 13 A. Uh-huh (affirmative).
- 14 Q. Do you recognize that handwriting?
- 15 A. I do not.
- 16 Q. Have you ever seen that certificate
17 before?
- 18 A. After the accident, yeah, I believe.
19 Well, maybe it was before. I can't
20 recall. This is what was submitted, I
21 imagine. HSC, Inc.
- 22 Q. So let me try to ask the question
23 better.
- 24 A. Okay.
- 25 Q. Do you remember ever seeing that

1 Certificate of Insurance before?

2 A. I did see this after the fact. That I
3 recall. Prior to the incident I don't
4 recall if I saw it or not. It's very
5 possible. There were days we had many
6 people on that jobsite, and this might
7 have been presented to me, but I
8 couldn't swear that I'd seen it prior,
9 but after the accident.

10 Q. Was after the accident, was that at a
11 meeting with the lawyers when this 1st
12 Report of Injury was dated?

13 A. I would imagine, yeah.

14 Q. And do you know who presented it to you
15 or who produced it?

16 A. I think we got a copy of this from Mike
17 Oakley. He was the gentleman who
18 referred us to Lamar or Lauro Martinez.

19 Q. Do you see in the upper right-hand
20 corner there should be a date, upper
21 right-hand there should be a date of
22 the certificate that the agent or
23 broker filled out?

24 A. Yeah, 5/16. So it must have been after
25 the fact then.



1 Q. Because he was injured in March. So
2 this 1st Report of Injury which is
3 Exhibit-One is dated 5/15/12.

4 A. Okay.

5 Q. So what happened in the middle of May
6 that led to the certificate getting
7 produced --

8 A. Well, we could not --

9 Q. -- and then this 1st Report of Injury
10 being completed?

11 A. Yeah, we could not get Mr. Martinez to
12 answer a phone call or return a phone
13 call.

14 Q. Okay.

15 A. And I believe -- and this is just a
16 rough guess -- that we probably reached
17 out to Mr. Oakley to get an insurance
18 certificate and this is what maybe got
19 sent over. I don't recall the exact
20 details.

21 Q. Okay.

22 MR. DWORJANYN: I'm going to ask
23 that that be admitted as I guess my
24 Exhibit-One.

25 MS. TIDY: That's fine.

1 (Thereupon the court reporter
2 marked the pertinent document as
3 DEFENDANT'S EXHIBIT-NUMBER-ONE.)

4 MR. DWORJANYN: All right. Thank
5 you, Mr. Coleman.

6 MR. ALLISON: I don't have any
7 questions.

8 MR. KELLER: Do you mind if I ask
9 him one other question?

10 MS. TIDDY: No, I have one thing I
11 want to follow up, too, so.

12 MR. KELLER: Yeah, I just want to
13 ask.

14 RE-RECROSS-EXAMINATION

15 BY MR. KELLER:

16 Q. How many people were out there with
17 Martinez on that date? Do you know how
18 many people he had out there?

19 A. I'm going to say between four and six.

20 Q. Okay.

21 A. For some reason I -- because I remember
22 he had several people up on the roof
23 and several people on the ground.

24 Q. To the best of your knowledge other
25 than himself there were at least four

1 people out there; is that your
2 recollection?

3 A. I would say perhaps. Yeah, I couldn't
4 testify to it.

5 Q. So you're not sure, but you think
6 between four and six?

7 A. Yeah, like I said I wasn't running his
8 group. I was just more concerned about
9 --

10 Q. If you're not sure, you're not sure.
11 That's fine.

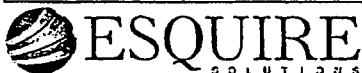
12 MR. KELLER: Thank you.

13 REDIRECT EXAMINATION

14 BY MS. TIDDY:

15 Q. This is Tracy Tiddy, again. I'm
16 representing EA Operations and Bridgefield
17 Casualty. Just one question for you, John.
18 You mentioned earlier when somebody was
19 asking you about how the contractors were
20 paid on this job, and you said checks were
21 cut by somebody. Do you know what entity
22 cut the checks, whether it was EA
23 Operations or Cornell Dubilier, or do you
24 not know? Did you ever see those checks?

25 A. I believe the checkbook was an EA



1 Operations checkbook.

2 Q. Okay. Did you write the checks, or did

3 ---

4 A. No.

5 Q. -- Mike write the checks, or do you
6 know?

7 A. Not that I know.

8 Q. Okay. You don't know?

9 A. I mean I didn't write it, and I don't
10 know that Mike wrote any checks.

11 Q. Okay.

12 A. I believe a bookkeeper handled that
13 process.

14 Q. Okay.

15 MS. TIDDY: That's it.

16 MR. DWORJANYN: Go ahead. I'm
17 sorry, Don.

18 RECROSS-EXAMINATION

19 BY MR. KAMB:

20 Q. You said that you got into Lauro's face
21 about how the trusses were being set,
22 so you were there watching the process?

23 A. Yes.

24 Q. Okay. Was anyone other than Lauro
25 Martinez giving direction to the

1 workers who were nailing the trusses
2 down and doing all those things?

3 A. The gentlemen who were up on the roof,
4 it didn't appear that English was their
5 primary. They were talking amongst
6 themselves, but I don't -- I didn't
7 hear any one voice. You have
8 generators going; you have a crane
9 that's pretty noisy. My concern was --
10 you know, my -- the person that I
11 identified with was Lauro because he
12 was, you know, "running the job on the
13 site."

14 Q. Did he appear to be in charge of the
15 other people?

16 A. There was a lot of screaming and
17 yelling and barking. Yeah, that would
18 be -- he appeared to be the boss.

19 Q. A lot of screaming and barking coming
20 from Lauro?

21 A. Yeah. Yeah. Maybe not screaming,
22 "barking" might be a better word.

23 Q. Does Mr. Oakley have anything at all to
24 do with the project?

25 A. He had done some work prior to me

1 getting there full time, some
2 demolition work, which he billed for
3 and was paid for and that type of
4 thing. But he was a member who was
5 interested in basically helping us out
6 recommending Mr. Martinez.

7 Q. So really with this putting the trusses
8 on this building he had no involvement
9 with it other than that he recommended
10 Lauro Martinez, and at some point he
11 apparently sent you the Certificate of
12 Insurance for Lauro Martinez?

13 A. Correct. He had nothing to do with the
14 -- you know, installing the trusses
15 other than referring Mr. Martinez. And
16 then apparently, you know, the follow-
17 up was to get this from him sent over.

18 MR. KAMB: All right, Pete.

19 RECROSS-EXAMINATION

20 BY MR. DWORJANYN:

21 Q. This is Peter Dworjanyn again. Let me
22 ask you just a couple of questions
23 about the 1st Report of Injury that is
24 an exhibit to the deposition. You
25 indicated that was your handwriting



1 with respect to your name at the bottom
2 of it, John Coleman?

3 A. Yes.

4 Q. Is there any other handwriting on that
5 like on the next page, number 30 where
6 there's some witnesses listed; is that
7 your handwriting?

8 A. No, nor is the -- no other handwriting
9 is mine until line 25, the form
10 completed by and the date.

11 Q. Where were you -- were you meeting with
12 lawyers when you signed this?

13 A. I honestly don't recall. I remember
14 meeting with a couple of attorneys at
15 the country club. They came by to talk
16 to me, and this could have been a form
17 that came from our office -- not our
18 office, but from -- I guess from EA
19 Operations. I don't recall.

20 Q. Do you know who filled out any of the
21 rest of it?

22 A. No, it looks like two different people
23 from the handwriting as well.

24 Q. And you don't know who did it?

25 A. I do not.

1 Q. Okay.

2 MR. DWORJANYN: All right. Thank
3 you, sir.

4 MS. TIDDY: Anything else? I have
5 one more follow up.

6 RE-REDIRECT EXAMINATION

7 BY MS. TIDDY:

8 Q. This is Tracy again. Somebody was
9 asking you about what was going on on
10 the roof with Lauro Martinez that day.
11 Did I understand you to say they were
12 speaking Spanish, Lauro and these other
13 guys who worked for him?

14 A. Yes.

15 Q. Do you speak Spanish fluently?

16 A. I do not.

17 Q. Okay. So did you know exactly what
18 they were saying? There was yelling
19 going on. You said Lauro was barking,
20 but do you know what they were saying?

21 A. No.

22 Q. Okay.

23 MS. TIDDY: Okay. That's it.

24 (DEPOSITION CONCLUDED)

25

1 STATE OF SOUTH CAROLINA)
2) CERTIFICATE
3 COUNTY OF GREENVILLE)

4 I, DONNA B. FRIDDLE, a Notary Public, duly
5 commissioned and qualified in and for the State
6 of South Carolina, do hereby certify that the
7 deposition de bene esse of John Gregory Coleman,
8 called by the Employer-Carrier, was taken before
9 me on January 18, 2016, commencing at 10:33 a.m.
10 and concluding at 11:18 a.m.; that said Witness
11 was duly sworn; that his deposition testimony
12 was transcribed under my direction; and that
13 this transcript is a true record of said
14 testimony. I further certify that I am not of
15 kin or counsel to the parties in this case, am
16 not in the regular employ of counsel for any of
17 said parties, nor am I interested in the results
18 of this case.

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand and affixed my official seal this

21 20th day of January , 2016

22 *Donna B. Friddle*

23 Notary Public for South Carolina

24 My Commission Expires: 011/24/25
25



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BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
FILE NO. 1204122

REY B. PEREZ,	)	
	)	
CLAIMANT,	)	HEARING
	)	BEFORE COMMISSIONER
V.	)	R. MICHAEL CAMPBELL, II
	)	
	)	<u>TRANSCRIPT</u>
CORNELL DUBILIER	)	
ELECTRONICS,	)	
	)	
EMPLOYER,	)	
	)	
AND	)	
	)	
TRAVELERS INDEMNITY	)	
COMPANY, KEY RISK	)	
INSURANCE COMPANY OF SC,	)	
BRIDGEFIELD CASUALTY	)	
INSURANCE COMPANY,	)	
SOUTH CAROLINA WORKERS	)	
COMPENSATION UNINSURED	)	
EMPLOYERS FUND,	)	
	)	
CARRIERS,	)	
DEFENDANTS.	)	
	)	

 COPY

THE WORKERS' COMPENSATION HEARING, TAKEN
BEFORE CORA ELLIS BRUTON, A NOTARY PUBLIC IN AND FOR
THE STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF
2:05 P.M., WEDNESDAY, APRIL 20, 2016, COUNTY SQUARE,
301 UNIVERSITY RIDGE, GREENVILLE, SOUTH CAROLINA
29601.

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COURT REPORTER
131 BROWNING COURT
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INDEX

WITNESS - PABLO ALVAREZ	
DIRECT EXAMINATION BY MR. KAMB.	.13
CROSS EXAMINATION BY MR. KELLER	.18
CROSS EXAMINATION BY MS. TIDDY.	.19
REDIRECT EXAMINATION BY MR. KAMB.	.22
RE-CROSS EXAMINATION BY MR. KELLER.	.23
RE-CROSS EXAMINATION BY MS. TIDDY	.24
REDIRECT EXAMINATION BY MR. KAMB.	.25
WITNESS - RAY PEREZ	
DIRECT EXAMINATION BY MR. KAMB.	.26
CROSS EXAMINATION BY MR. KELLER	.35
CROSS EXAMINATION BY MS. TIDDY.	.36
REDIRECT EXAMINATION BY MR. KAMB.	.40
RE-CROSS EXAMINATION BY MS. TIDDY	.42
WITNESS - MIKE KAPLAN	
DIRECT EXAMINATION BY MS. TIDDY	.46
CROSS EXAMINATION BY MR. KAMB	.51
CROSS EXAMINATION BY MR. KELLER	.54
RE-CROSS EXAMINATION BY MR. KAMB.	.62
REDIRECT EXAMINATION BY MS. TIDDY	.64
CERTIFICATE	.67

EXHIBITS

(No Exhibits Proffered)

CORA ELLIS BRUTON - COURT REPORTER
131 BROWNING COURT - LEXINGTON, SOUTH CAROLINA 29073
803-397-0189

1 THE COURT: Today's date is April 20th, 2016.
2 This is South Carolina Workers' Compensation Case File
3 Number 1204122. This is the case of the Claimant Rey
4 B. Perez represented by Attorney Donald E. Kamb, Jr.
5 The Employer is Cornell Dubilier Electronics, Durham
6 Green, Inc.; The Lamar Group, LLC; and Green Valley
7 Country Club. The Carrier is unknown at this time but
8 we are represented here by South Carolina Workers'
9 Compensation Uninsured Employers Fund by Attorney
10 David H. Keller, Travelers Indemnity Company by
11 Attorney Mark Allison, Key Risk Insurance Company of
12 South Carolina by Attorney Peter H. Dworjanyn, The
13 Bridgefield Casualty Insurance Company by Attorney
14 Tracy Welsh Tiddy.

15 The date of accident was March 28th, 2012.
16 Average weekly wage and corresponding compensation
17 rate are to be determined.

18 APAs have been submitted. Are there any
19 objections to APAs, jurisdiction, venue or any other
20 items?

21 MS. TIDDY: No, Your Honor.

22 MR. KELLER: Nothing from me.

23 MR. DWORJANYN: No, sir.

24 MR. ALLISON: No objection.

25 THE COURT: Without objection the Commission's

1 file becomes a part of the record with the exception
2 of self-serving declarations and unstipulated medical
3 reports.

4 Let the record reflect that this hearing was
5 scheduled to begin at 2:00 p.m. It is now 2:32 p.m.
6 The uninsured employer was properly noticed and has
7 not appeared today, and we are moving forward with the
8 hearing in his absence.

9 Mr. Kamb, we are here today, sir, on your Form
10 50, so if you would please put your position on the
11 record for us and let us know exactly what you're
12 seeking today, sir.

13 MR. KAMB: Yes, sir. I am here representing Rey
14 Perez. He was injured while working for Lara Martinez
15 on a job on March 28th, 2012 when he fell from the
16 rafters of a build -- of a roof that was being put on.
17 He sustained injuries to his -- his head, face, jaw,
18 ear, his -- and he's having some trouble with his --
19 continued trouble with his eye also. And he has
20 underwent surgery and has plates and things that were
21 surgically implanted. We are seeking a finding of
22 which -- who is responsible to pay and that he is a --
23 an employee who was injured on the job and is entitled
24 to benefits under the Workers' Comp Act, specifically
25 medical bills that are outstanding largely with the

1 Greenville Hospital System. And we are also seeking
2 temporary total disability from the day of the
3 accident, March 28, 2012 for nine months to
4 approximately December of that same year when he was
5 able to find other work and was released to return to
6 work. The comp rate is at issue and he will testify
7 about that. But he was expected to make somewhere in
8 the range of \$200 to \$250 for that day of work. This
9 works out, if you use \$200, it works out to an average
10 weekly wage of \$1,000 and a comp rate of \$656.67; and
11 we are seeking additional medical treatment. We feel
12 that he needs further evaluation for at least his eye,
13 to determine what is happening there. We are not
14 seeking determination of permanency at this time. And
15 that is our case in chief at this time, Your Honor.

16 THE COURT: Okay. All right. Mr. Keller?

17 MR. KELLER: Yes, sir. And I won't go into the
18 length that I went into in the prehearing conference.
19 Our position is being reiterated in my Brief that I
20 filed with you. Our position is, as we discussed
21 previously, that the Claimant was a direct employee of
22 the Lamar Group. He was brought onto a jobsite at
23 Green Valley Country Club. That the owners of Green
24 Valley Country Club had undertaken to manage a
25 construction project there involving a building as

1 well as also redoing the golf course (inaudible). Had
2 hired a construction manager and that therefore they
3 were the general -- for purposes of comp law, they
4 were the general contractor on this site. They --
5 there is a number of factors that -- that we discussed
6 off the record such as the fact that they had a --
7 they hired a construction manager, they oversaw
8 contracts, they had the right according to the
9 construction manager to -- to review what he was
10 doing. He says that he was not an employee but that
11 he was in constant contact with the owners. In his
12 deposition he talks about all the things he was doing
13 on that construction site. Which is pretty extensive
14 on page 12 of his deposition and it's our position
15 therefore that the EA Management and -- I think the
16 fact that he was EA Management and EA Proper is all
17 owned by the same family and they are the statutory
18 employee of the Claimant and UEF is therefore
19 responsible. So EA Management and their Carrier which
20 Bridgefield -- Bridgefield are not responsible as
21 statutory employer.

22 THE COURT: Okay. All right. Thank you. Ms.
23 Tiddy?

24 MS. TIDDY: Thank you, Commissioner. Again I
25 represent Green Valley Country Club which is also

1 known as EA Operations and their workers' Comp Carrier
2 in this case. It's our position that in order to be a
3 statutory employer my client would have to be in the
4 trade business or occupation of construction and
5 clearly that's not the case. They run a country club.
6 As a result we don't meet the definition of a
7 statutory employer and were not acting as a
8 construction manager as Mr. Keller alleges. We were
9 operating a country club and performing some
10 renovations -- having some renovations done on the
11 club. We were not a statutory employer. We're not in
12 the trade business and occupation of construction and
13 this is a case that is properly -- should properly be
14 with the Uninsured Employers Fund.

15 THE COURT: Okay. All right. Mr. Dworjanyn?

16 MR. DWORJANYN: I represent Durham Green,
17 Commissioner. It's our position that no one works for
18 us. We didn't hire anyone, pay anyone and we will not
19 -- we're not the Claimant's employer or statutory
20 employer.

21 THE COURT: Okay. All right. Mr. Allison?

22 MR. ALLISON: Thank you, Commissioner. On behalf
23 of Cornell Dubilier it's our position that we neither
24 employed the Claimant nor are we a statutory employer
25 of the Claimant. The business of Cornell Dubilier is

1 completely separate from the business of the
2 construction and renovation that was being done at
3 Green Valley Country Club. There was no privileged
4 contract between my client and the general contractor
5 in this case. And so it is our position that under no
6 theory, and I stipulated today that there is any
7 liability on behalf of my client.

8 THE COURT: Okay. All right. Mr. Kamb, anything
9 additional?

10 MR. KAMB: I would just say that to the extent
11 that Tracy's talking about the trade business or
12 occupation that they did -- while they may have
13 intended to run a country club they did also intend to
14 renovate it and they hired -- themselves, they hired a
15 construction manager and obtained a construction
16 license through Mr. Green and I would argue that that
17 profited within the trade business or occupation of
18 (inaudible).

19 THE COURT: Okay. And anything else? Anybody
20 else have anything to add at this point? Okay.

21 MS. TIDDY: Commissioner, I just -- can I just
22 state on the record that I did also submit a Memora --
23 Memorandum of Law which I direct your attention to
24 which explains our position fully.

25 THE COURT: Okay. All right. Anything more?

1 All right. For the interpreter ma'am, the court
2 reporter has a few questions that she wants to go
3 through with you and then she'll swear you in. So if
4 you would answer her questions I'd appreciate it.
5 Thank you.

6 MADAM COURT REPORTER: Ms. Alphonso, are you a
7 friend, associate or relative of a party of counsel or
8 a party involved in the proceeding?

9 THE INTERPRETER: I am not. I submitted an
10 Affidavit answering those questions to the
11 Commissioner.

12 THE COURT: for the record I would still like to
13 run through them for the record. I appreciate your
14 Affidavit, but just so we have it on the record.
15 Thank you.

16 MADAM COURT REPORTER: Have you served in an
17 investigative capacity for any party involved in the
18 case?

19 THE INTERPRETER: No.

20 MADAM COURT REPORTER: Do you or your spouse or
21 child have a financial interest in the subject matter
22 in controversy or in a party to the proceeding or any
23 other interest that would be affected by the outcome
24 of the case?

25 THE INTERPRETER: No.

1 MADAM COURT REPORTER: Have you been involved in
2 the choice of counsel or law firm for this case?

3 THE INTERPRETER: No.

4 MADAM COURT REPORTER: Are you an attorney or an
5 employee of an attorney in this case?

6 THE INTERPRETER: I am not.

7 MADAM COURT REPORTER: Have you previously been
8 retained for private employment by one of the parties
9 to interpret the in case?

10 THE INTERPRETER: No.

11 MADAM COURT REPORTER: Is there any other reason
12 your independence of judgment would be compromised in
13 the course of providing services in this case?

14 THE INTERPRETER: No.

15 MADAM COURT REPORTER: And the lawyers, do y'all
16 think she should not be disqualified and should be
17 allowed to render services in the case?

18 MR. KAMB: Yes.

19 MR. ALLISON: Yes.

20 MR. DWORJANYN: Yes.

21 MR. KELLER: Yes.

22 MADAM COURT REPORTER: And now if you would raise
23 your right hand please. Do you solemnly swear or
24 affirm to interpret these proceedings truly, fairly
25 and impartially to the best of your ability so help

1 you God?

2 THE INTERPRETER: I do.

3 MADAM COURT REPORTER: Thank you.

4 THE COURT: Okay. And thank you ma'am. And a
5 couple of quick instructions for you beyond that if
6 you would please speak up and speak clearly so we all
7 hear your responses and if you could let him know that
8 if he's asked a yes or no question please give us a
9 verbal yes or no answer. Not just nod his head yes or
10 no, but to give us a verbal yes or no answer so you
11 can relay that to him.

12 THE INTERPRETER: Yes. That's fine.

13 THE COURT: Okay. And if you would ask him to
14 please raise his right hand. Do you swear or affirm
15 that the testimony you are about to give is the truth,
16 the whole truth and nothing but the truth?

17 THE WITNESS: Yes.

18 THE COURT: Okay. And he can put his hand down
19 and ask him to state and spell his name for the record
20 please.

21 THE WITNESS: Pablo Alvarez.

22 THE COURT: Okay. Could you spell that for the
23 record please?

24 THE WITNESS: P-A-B-L-O, A-L-V-A-R-E-Z.

25 THE COURT: Great. Thank you Mr. Alvarez. Mr.

CORA ELLIS BRUTON - COURT REPORTER
131 BROWNING COURT - LEXINGTON, SOUTH CAROLINA 29073
803-397-0189

1 Kamb, your witness.

2 MR. KAMB: Thank you.

3 Pablo Alvarez,

4 Having first been duly sworn, testified as follows:

5 DIRECT EXAMINATION

6 BY MR. KAMB:

7 Q Pablo, if you could just give the
8 Commissioner a little information. How old are you?

9 A 32.

10 Q And what is your occupation?

11 A I do construction, mostly framing.

12 Q Okay. Do you know Rey Perez?

13 A Yes.

14 Q How do you know Rey Perez?

15 A I have known him -- it's been, well five or
16 seven years. You know, you meet a lot of people in
17 construction and you see them there and other places.

18 Q Okay. So you know him from working with
19 him?

20 A Yes.

21 Q And you also know a gentleman by the name of
22 Lara Martinez?

23 A Yes. I know him.

24 Q How do you know Lara?

25 A Because I worked for him for eight years

1 when he did construction work in Asheville.

2 Q Do you still work for him on occasion or did
3 you up until 2012?

4 A Since 2012 I haven't worked for him. He may
5 pull up a number and he called me for a job and that's
6 where the accident happened.

7 Q Okay. So he -- and that's what I'm going to
8 get to. You were -- were you on the jobsite when Rey
9 Perez was injured?

10 A Yes, I was there.

11 Q How did you get to be there that day?

12 A Lara called me two or three days before. He
13 said he needed help so we got there and we did the
14 job.

15 Q Okay. So he asked if you were available to
16 do some work on those -- on March 28th?

17 A Yes.

18 Q Did he tell you what the job was?

19 A He just told me that it was a roof, that
20 when we got there he would tell us what to do.

21 Q And did he, in fact, when you got there that
22 day did he give you instruction as to what you were
23 supposed to do?

24 A Yes. When we arrived he told us what had to
25 be done.

1 Q And was he -- was Lara on site while the job
2 was being done?

3 A Yes. He was there.

4 Q Who was giving directions as to where the
5 trusses were to be placed and how to place them?

6 A He was the one because he was on top of the
7 roof and he was telling all of us what to do.

8 Q And when you say he are you talking -- who
9 are you talking about?

10 A Solara Martinez.

11 Q What was your role that day? What were you
12 doing specifically?

13 A I had the rope and I was helping to direct
14 the trusses with the machine.

15 Q You mean direction of trusses with the rope?

16 A Uh-huh. Yes.

17 Q Were you getting any instruction at all as
18 to where the trusses should go or how they should be
19 attached?

20 A No. Just the rope in case there was any
21 wind or swaying so the machine wouldn't take it.

22 Q Prior to this job starting had you ever
23 spoken with John Coleman or Mike Kaplan or anybody
24 else that had anything to do with this job other than
25 Lara Martinez?

1 A No. With none of them.

2 Q So Lara Martinez was the only person that
3 you talked to prior to coming to that jobsite that
4 day?

5 A Yes.

6 Q Who told you when and where to show up on
7 March 28th, 2012?

8 A Lara Martinez.

9 Q Did y'all -- who did you consider to be your
10 employer that day?

11 A Lara.

12 Q Did you discuss with him what you would be
13 paid for that day at work?

14 A No. He said the work could be finished in a
15 day and when it was done he would pay us.

16 Q Had you worked with him under those
17 circumstances before?

18 A No.

19 Q Had you done a truss roof job like this
20 before?

21 A Yes. When we worked in Asheville.

22 Q Based on that what did you expect to be paid
23 for this day of work?

24 A From \$200 to \$250.

25 Q Is that the standard amount for a day's work

1 in construction?

2 MS. TIDDY: I'll have to object. I think he can
3 testify as far as what he has been paid in the past
4 but I don't think he's an expert in construction.

5 MR. KAMB: And that is what I meant.

6 THE COURT: Can you rephrase that?

7 MR. KAMB: Yes.

8 BY MR. KAMB:

9 Q Based on your experience was that what you
10 expected for that day?

11 A Yes.

12 Q After Rey fell -- and did you see the fall?

13 A I didn't see him fall because he was up on
14 top, but I did see after he had fallen and he had
15 (inaudible).

16 Q Did you help him?

17 A Yes, I helped him.

18 Q Did -- was Lara there when he fell?

19 A Yes. In fact, when I went to help him he
20 said that he was going to take him to the hospital and
21 he did take him to the hospital.

22 Q And the he you referred to there was Lara?

23 A Yes.

24 Q Did you have any discussion with Lara about
25 who was going to take care of Perez -- of Rey?

1 A Well, we spoke and he said he would give him
2 some money, but then he said that it wouldn't help
3 because he didn't have any insurance.

4 Q Had y'all talked about insurance prior to
5 the job starting when he called you about the job?

6 A No.

7 MR. KAMB: I don't have any more questions for
8 Mr. Alvarez.

9 THE COURT: Mr. Keller?

10 MR. KELLER: Thank you.

11 CROSS EXAMINATION

12 BY MR. KELLER:

13 Q Do you remember what day of the week March
14 28th was in 2012?

15 A No. Honestly, no.

16 Q I just looked at the calendar and it appears
17 it was a Wednesday. Would you disagree with that?

18 A No.

19 Q That week, assuming that was Wednesday, that
20 week -- how many days did you work that week?

21 A Well, if it was Wednesday I would have
22 worked two days.

23 Q How much did you make the two days you
24 worked that week?

25 A I couldn't tell you exactly, but I would

1 approximate it was \$200 a day.

2 Q So in the construction business you don't
3 work every day; isn't that fair to say?

4 A Yes. Sometimes it rains or something.

5 Q And there's some days you might work many
6 days in a row and some days where you might go a work
7 or longer without working at all; isn't that fair to
8 say?

9 A Sure.

10 Q Okay. Now you said you made \$400 that week.
11 Did Mr. -- did Mr. Martinez pay you that for those two
12 days?

13 A No. The only days we were going to work
14 with him was that day on the roof.

15 Q Okay. Did you -- did you get paid for that
16 day at all?

17 A No.

18 Q You don't know how much he was planning on
19 paying you, if anything?

20 A No. I didn't know.

21 Q Okay. That's all. Thank you.

22 THE COURT: Ms. Tiddy?

23 CROSS EXAMINATION

24 BY MS. TIDDY:

25 Q I just have a few questions for you Mr.

1 Alvarez. Have you ever worked for Lara Martinez
2 before this day?

3 A Many years before.

4 Q Okay. So it had been -- I just want to make
5 sure I understood that. You hadn't worked for him
6 quite a while before this accident?

7 A That's right.

8 Q Have you ever worked with Rey Perez before
9 this day?

10 A Before the accident?

11 Q Yes.

12 A Yes. We worked together for someone else.

13 Q Okay. So not for -- not for Lara.

14 A No. Not for Lara.

15 Q When you worked for Lara Martinez years
16 before what type of work did you do for him?

17 A Framing.

18 Q Okay. When you worked for Lara Martinez
19 before would he pay you by the hour or by the job?

20 A He would pay me -- we'd get paid by the job
21 or by the day, \$150.

22 Q Okay. He never paid you by the hour?

23 A No.

24 Q Okay. Who were you and Mr. Perez working
25 for just before this job at the Green Valley Country

1 Club?

2 A For a person named Alfred -- Alfredo.

3 Q What's Alfredo's last name?

4 A Juarez. J-U-A-R-E-Z.

5 Q And was that doing framing work as well?

6 A Yes.

7 Q How did Alfredo Juarez pay you?

8 A By day also.

9 Q Okay. Never by the hour?

10 A No. I never did hourly work.

11 Q Okay. And you said you haven't worked for
12 this gentleman, for Lara Martinez, often?

13 A Exactly.

14 Q Have you ever been Rey Perez's boss?

15 A No. But sometimes at work it would have
16 been a little bit more -- Alfredo would tell me these
17 are the things that he wanted me to do and then I
18 would tell him.

19 Q Do you know if you get paid more than some
20 of the other workers because you have more experience?

21 A I don't know, but I don't think so.

22 Q Okay. Can you -- but you don't know exactly
23 what people paid Mr. Perez; is that fair?

24 A No.

25 Q Thank you.

1 THE COURT: Mr. Dworjanyn?

2 MR. DWORJANYN: No questions.

3 THE COURT: Mr. Allison?

4 MR. ALLISON: No questions. Thank you.

5 THE COURT: Okay. Mr. Kamb, anything more?

6 MR. KAMB: Yes.

7 DIRECT EXAMINATION

8 BY MR. KAMB:

9 Q When Mr. Keller was asking you questions did
10 you -- you said that you worked two days. You meant
11 you worked Monday and Tuesday of the week prior to the
12 day you worked framing on March 28th on the roof?

13 A Yes. If he says that the 28th was a
14 Wednesday then I worked the two days before that.

15 Q And for Pablo or for Alfredo Juarez?

16 A Yes.

17 Q Did -- and I'm not clear on this. Did Rey
18 -- did Rey Perez work with you on those days?

19 A No, he wasn't working then.

20 Q Did you go back to work for Alfredo on
21 Thursday and Friday?

22 A Yes.

23 Q And during that week for framing what was
24 Alfredo paying you?

25 A Well, we would have worked -- I mean how

1 much? I mean I could have gotten maybe \$600, maybe a
2 little less. It just depends on how the week goes,
3 but exactly it is not a fixed dollar.

4 Q Okay. On average, given framing work, what
5 do you think you made in a week gross?

6 A If I work the entire week, \$800 to \$900.

7 Q Is that typical for framing work in your
8 experience?

9 A Yes.

10 MR. KAMB: Nothing further.

11 THE COURT: Mr. Keller?

12 MR. KELLER: Can I have just one second?

13 THE COURT: Sure.

14 RE-CROSS EXAMINATION

15 BY MR. KELLER:

16 Q You said you made -- if you worked an entire
17 week you might make \$800 to \$900 a week; is that
18 correct?

19 A Yes.

20 Q How -- how often in that timeframe, 2011 to
21 '12, '13 were you working five or six days a week?

22 A I don't think I understand what you mean by
23 how often.

24 Q How -- how many weeks did you work a full
25 week; a full five days or six days in a week?

1 A I don't have that information. I didn't --
2 I didn't make any notes so I wouldn't be able to tell
3 you.

4 Q Okay. And how much -- I mean you don't have
5 any records of that or income tax returns that would
6 show us; is that fair to say?

7 A I do have my taxes, but it doesn't say how
8 often I worked every week. It just tells you all the
9 income that I had.

10 Q Okay. Do you know how much your income was
11 in 2012?

12 A No, I don't recall.

13 Q Can you approximate it?

14 A I don't know. 20, 25.

15 Q Thousand?

16 A Yes.

17 Q Thank you.

18 A You're welcome.

19 THE COURT: Okay. Miss Tiddy.

20 RE-CROSS EXAMINATION

21 BY MS. TIDDY:

22 Q Was all that income from framing work or
23 were you doing other things?

24 A Framing.

25 Q You don't have any idea exactly how much Mr.

1 Perez earned during 2012 do you?

2 A No.

3 MS. TIDDY: That's all I have.

4 THE COURT: Okay. Mr. Kamb?

5 REDIRECT EXAMINATION

6 BY MR. KAMB:

7 Q You work as much as you can; is that
8 correct?

9 A Yes.

10 Q On average would you work four or five days
11 a week at least?

12 A Yes.

13 MR. KAMB: Nothing further.

14 THE COURT: Mr. Keller, anything more?

15 MR. KELLER: Nothing further.

16 THE COURT: Okay. All right. You can step down
17 and thank you for your testimony.

18 MR. KAMB: Does anybody anticipate the need to
19 call him again or can I release him?

20 THE COURT: He's excused if y'all don't need him.
21 Thank you for your testimony.

22 MR. KAMB: I'd like to call Rey Perez.

23 THE COURT: Okay. Mr. Perez, same instructions
24 for you. And please be sure and give a yes or no
25 answer if you're asked a yes or no question instead of

1 just shaking your head yes or no.

2 THE WITNESS: Yes. That's fine.

3 THE COURT: Okay. Please raise your right hand
4 as much as you can. Do you swear or affirm that the
5 testimony you are about to give is the truth, the
6 whole truth and nothing but the truth?

7 THE WITNESS: Yes.

8 THE COURT: You can put your hand down and thank
9 you sir. Mr. Kamb?

10 Rey Perez,

11 Having first been duly sworn, testified as follows:

12 DIRECT EXAMINATION

13 BY MR. KAMB:

14 Q Rey, how old are you?

15 A 28.

16 Q And where are you from?

17 A From Mexico.

18 Q And how long have you been in the United
19 States?

20 A Approximately some eight or nine years

21 Q And have you been -- how long have you been
22 in South Carolina?

23 A Approximately either the nine or eight years
24 I've been here, the same.

25 Q And while you've been here how have you been

1 employed? What type of work have you done?

2 A Construction.

3 Q And what type of construction work are you
4 -- do you have a specialty or something you
5 specifically do?

6 A Yes. Framing.

7 Q We all have medical records indicating that
8 you fell while working on March 28th, 2012; is that
9 correct?

10 A Yes, that's correct.

11 Q On that day that you fell who were you
12 employed by?

13 A Lara Martinez.

14 Q How did you -- were you a regular fulltime
15 employee of Lara Martinez?

16 A Yes. I used to work with him, but I haven't
17 for a while, but then he contacted us for that day.

18 Q Okay. So you -- you had worked with him in
19 the past if he had work and needed -- and had a job to
20 do; is that correct?

21 A Yes.

22 Q When you worked you did framing with him in
23 the past?

24 A Yes.

25 Q And when you worked for him in the past how

1 much did he generally pay you?

2 A Between \$200 and \$250 per day.

3 Q Was there typically an hourly rate that you
4 worked for him?

5 A No, but I guess by the hour it would be \$8
6 or \$9.

7 Q How did you come to work for him on March
8 28th?

9 A He called us on the telephone and said he
10 had work for us.

11 Q He called you directly?

12 A No, not directly because he didn't have my
13 number anymore, but he called Pablo.

14 Q Okay. And Pablo contacted you?

15 A Yes, he called me and told me about the job
16 and asked me if I wanted to go.

17 Q Did you -- who did you understand was hiring
18 to do work on that day; was it Lara or Pablo?

19 A Lara.

20 Q What were you -- did you accept the job?

21 A Yes.

22 Q Did y'all discuss pay for the day?

23 A No. At the end of the day is when he would
24 pay us for the job.

25 Q Did -- you had done that type of work

1 before; is that correct?

2 A Yes.

3 Q And what did -- in your experience what did
4 you expect to be paid for that day's work?

5 A Approximately \$200 to \$250.

6 Q And you expected at the end of the workday
7 y'all would determine where in that range, \$200 to
8 \$250 that you would be paid?

9 A Yes. That's correct.

10 Q You just worked for Lara on March 28th; is
11 that correct?

12 A Yes. That's correct.

13 Q Did you have other work, another -- another
14 employer at that time?

15 A No. I didn't have work during those days.

16 Q Did you have someone that you generally
17 worked with?

18 A Yes. We worked with Lara or with Alfredo
19 Juarez.

20 Q When you -- and you did framing for Alfredo?

21 A Yes.

22 Q When you did framing for Alfredo what did he
23 pay you?

24 A Between \$150 and \$200 more or less.

25 Q Per day?

1 A Yes.

2 Q Is that for a full day of work?

3 A Yes.

4 Q What did you understand that you would be
5 doing on March 28th, 2012?

6 A We were going to replace the roof.

7 Q And when you got there that day - first, who
8 supplied the materials that you were using?

9 A Lara.

10 Q They were there on the jobsite?

11 A Yes. All the material was there.

12 Q Who told you when to show up?

13 A Lara.

14 Q And he told you -- did he tell you where to
15 go also?

16 A Yes. He gave us the address and all.

17 Q On that day, March 28th, 2012 who gave you
18 instructions as to -- to the -- how to place the
19 trusses?

20 A Lara Martinez.

21 Q And where were you in -- on this jobsite;
22 where were you working?

23 A On the roof.

24 Q Were you actually nailing the trusses down
25 or what were you doing?

1 A Yes. I was nailing the trusses.

2 Q Did anyone give you instructions as to how
3 to go about nailing the trusses in?

4 A Yes. Lara told me how to do it.

5 Q The -- was there a -- a crane on site
6 setting the trusses?

7 A Yes. There was a crane.

8 Q Who was directing the crane?

9 A The operator -- the crane company operator.

10 Q I guess what I meant was who was giving the
11 crane operator instructions as to where to place the
12 trusses?

13 A Lara.

14 Q What happened to you?

15 A The trusses came down and I was pinned by
16 the trusses.

17 Q Did you fall?

18 A Yes.

19 Q What did you hurt?

20 A My jaw and my left cheek.

21 Q Have you had problems with any other --
22 well, first let me ask you this, did you -- did you
23 end up getting medical treatment for your -- for your
24 injuries?

25 A Not instantly, but I was taken to the

1 hospital.

2 Q Who took you to the hospital?

3 A Lara Martinez.

4 Q Did you -- did you have any discussion with
5 him about insurance and who was responsible for the
6 medical bills?

7 A No. After the day that Lara left me at the
8 hospital I had no further contact with him.

9 Q In the hospital did you receive treatment
10 for your -- your jaw and your cheek?

11 A Yes.

12 Q I understand you underwent surgery and there
13 were some plates placed into your face -- into your
14 jaw.

15 A Yes, that's correct.

16 Q Have you had problems with any other body
17 parts or parts of your face other than your jaw and
18 your left cheek?

19 A I have pain sometimes and my eyes are
20 sensitive to the light.

21 Q So did you apparently injure your eyes --
22 your eye in some way?

23 A Yes, I believe so.

24 Q What problems are you continuing to have
25 after your medical treatment?

1 A The pain. It's not constant, but it can be
2 two or three days with pain and my eyes, my vision --
3 blurry vision. Sometimes it's blurred.

4 Q Do you feel like you need additional medical
5 treatment for your problems?

6 A Yes.

7 Q What do you feel like you still need to have
8 looked at or treated?

9 A My eyes more than anything else.

10 Q When we're talking eyes, is it both eyes or
11 just one?

12 A It's just one.

13 Q Which one?

14 A The left.

15 Q You were in the hospital for a while after
16 your accident; is that correct?

17 A Yes. That's correct.

18 Q How long were you -- were you out of work
19 because of the accident, because of the fall?

20 A Well approximately about nine months.

21 Q That would put you to about the end of
22 December of 2012, sometime in December when you
23 returned to work?

24 A Yes. Not constantly, but yes.

25 Q Not constant? Oh you didn't return to

1 constant work, but you returned to work in December;
2 is that correct?

3 A Yes.

4 Q How long did it take you to get to the place
5 where you were working regularly?

6 A About the middle of 2013.

7 Q Why were you only able to work -- why were
8 you not able to work fully until the middle of 2013?

9 A I would feel dizzy and I would not be able
10 to work.

11 Q Were you still in medical treatment at that
12 time?

13 A Yes. It seems that I still had a few
14 appointments. I'm not sure.

15 Q When you returned to work fully who were you
16 working for?

17 A For Alfredo Juarez.

18 Q Have you worked for him regularly since that
19 time?

20 A Yes.

21 Q Has he been your main employer?

22 A Yes.

23 Q Have you worked for anybody else other than
24 Alfredo Juarez since 2013?

25 A No. Up until now I've been working for him.

1 Q At the time -- up until the time you last
2 worked what was Alfredo paying you?

3 A By day or by week?

4 Q However he was paying; explain how he was
5 paying you.

6 A He would pay me daily approximately \$250.

7 Q And how many days a week did you generally
8 work for Alfredo from 2013 until the time you last
9 worked for him?

10 A It depends on the weather. If it's raining
11 then we don't work, but otherwise we can work all
12 week.

13 Q So on average how many days a week did you
14 generally work?

15 A Some four or five days.

16 Q Did Lara ever pay you for the day that you
17 worked March 28, 2012?

18 A No. He didn't pay us anything.

19 MR. KAMB: I don't have any other questions.

20 THE COURT: Okay. Mr. Keller?

21 CROSS EXAMINATION

22 BY MR. KELLER:

23 Q Mr. Perez, you were in here when Pablo was
24 testifying about how much he thought he made in 2012.
25 You remember that?

1 A Yes.

2 Q He said he made about \$20,000 to \$25,000 in
3 that year. Do you recall that?

4 A Yes. That's correct, I remember.

5 Q Is that about the same as you would have
6 made at that time?

7 A It could be possible, but I don't think so.

8 Q Did you make more or less?

9 A It would be less.

10 MR. KELLER: Okay. Thank you. That's all.

11 THE COURT: Okay. Ms. Tiddy.

12 CROSS EXAMINATION

13 BY MS. TIDDY:

14 Q Mr. Perez, I have just a few questions for
15 you. You already told us you were working for Lara
16 Martinez on the date of the accident, correct?

17 A Yes. That's correct.

18 Q So just to be clear you weren't working for
19 the Green Valley Country Club?

20 A No. We were working for Lara.

21 Q In fact, I think you told me you never even
22 spoke with anyone with the country club about the job;
23 is that correct?

24 A No. We just worked for Lara.

25 Q Okay. And obviously you told us already you

1 were doing framing work or worked with trusses, right?

2 A Yes. That's correct.

3 Q You weren't doing anything with golf or
4 tennis courts or food or beverages at the country club
5 were you?

6 A No. None of that.

7 Q And just to be clear you had -- you really
8 don't know what Lara was going to pay you for that
9 job, correct; you had no idea.

10 A No, but he regularly paid us between \$200
11 and \$250 per day.

12 Q But you weren't regularly working for him
13 around that time?

14 A No. It actually had been a while since I
15 had last worked with him.

16 Q And I think you said he paid you \$8.00 to
17 \$9.00 per hour when he paid you by the hour?

18 A Yes, sometimes.

19 Q Okay. And you have absolutely no record of
20 your earnings for 2012; is that right?

21 A No, I don't have.

22 Q You didn't file any tax returns for that
23 year?

24 A No, I did not.

25 Q Okay. And again, you say you were out of

1 work for about nine months after the accident,
2 correct?

3 A Yes. That's correct.

4 Q But you don't have any records of that or
5 any record of when you started receiving income again
6 do you?

7 A No, I don't have records.

8 Q We have a record that your attorney has
9 submitted, a medical record from a doctor by the name
10 of Dr. Fowler, and it's dated December 7th of 2012,
11 and that's the last record -- medical record we have.
12 You haven't been treated by any doctors for these
13 problems since that time have you?

14 A No, I haven't.

15 Q And again, since this accident when you did
16 go back to work you worked for Alfredo Juarez doing
17 framing?

18 A Yes, that's correct.

19 Q And up until the time you were incarcerated
20 you were able to do that work, correct?

21 A Yes, until that moment.

22 Q And I think -- I'm sorry, Commissioner.
23 Okay. And when we took your deposition it was back in
24 June of last year, at that time I guess you were
25 working fulltime then, correct?

1 A Yes, I was -- I was working fulltime.

2 Q And you actually told me you were able to
3 play soccer every weekend at that time, correct?

4 A Yes, that's correct.

5 Q And at that time you told me that your --
6 really the main problem that you were having as a
7 result of this accident was from light sensitivity.
8 The light hurt your left eye; is that right?

9 A Yes, that's correct.

10 Q And that's the main problem you're having
11 today, correct?

12 A Yes, that's correct.

13 Q Okay. When you were working on this job for
14 this one day at the Green Valley Country Club I think
15 you told me that you -- you had to bring all your own
16 tools, correct?

17 A Yes.

18 Q And while Lara was there you pretty much
19 knew what you were doing, correct?

20 A Not really. I mean like I had an idea, but
21 I needed instructions for what we were going to do.

22 Q Okay. How many -- how many other guys were
23 working with you and Pablo that day when you were
24 injured?

25 A There were -- there were four more people.

1 Q Okay. So all together six; you, Pablo and
2 four others?

3 A Yes.

4 Q Okay. And I think I asked you about tax
5 returns for 2012, but have you filed any tax returns
6 since 2012?

7 A No.

8 MS. TIDDY: Okay. I think that's all I have for
9 you, sir.

10 THE COURT: Okay. Mr. Dworjanyn?

11 MR. DWORJANYN: No questions.

12 THE COURT: Mr. Allison?

13 MR. ALLISON: No questions. Thank you.

14 THE COURT: Mr. Kamb?

15 REDIRECT EXAMINATION

16 BY MR. KAMB:

17 Q Which tools specifically did you bring to
18 the jobsite?

19 A A hammer, a tape measure, a pencil and a
20 square.

21 Q So the -- the tools that are -- that are
22 typically in your own personal work belt?

23 A Yes, that's correct.

24 Q Were the nails and everything else that was
25 needed to do the job provided to you?

1 A Yes.

2 Q What was the difference between either \$200
3 for the day or \$250 for the day? What was going to be
4 the difference? Was it how long the job took or was
5 it something else?

6 A No. It mostly depended on the size of the
7 work that we were going to do.

8 Q And when you talked about the \$8.00 an hour
9 that Lara had paid you that was many years before? I
10 think you testified it was eight years before?

11 A Yes. It was when I first started working
12 with him.

13 Q I guess I may have been confused about what
14 Pablo said, but when did you first start working with
15 Lara, or the first time you ever worked with him?

16 A Well, I don't have the date, but it's been
17 some time ago, maybe some four or five years ago.

18 Q And you said that you've had no medical
19 treatment since December of 2012? Did you have any
20 way to get medical treatment since that time?

21 A No.

22 Q And that's why we've been pursuing this
23 workers' comp claim; is that correct?

24 A That's correct.

25 MR. KAMB: No further questions.

1 THE COURT: Mr. Keller?

2 MR. KELLER: No sir, thank you.

3 THE COURT: Ms. Tiddy?

4 RE-CROSS EXAMINATION

5 BY MS. TIDDY:

6 Q I have a few things. Don was asking you
7 about your tools that you brought to the job. Do you
8 remember -- you remember when I sent over to -- I
9 can't remember where we were, but we took your
10 deposition at some point. You remember having your
11 deposition taken?

12 A Yes.

13 Q And at that point I asked you what types of
14 tools or equipment did you need to do the job, and you
15 told me nails, guns, lines, compressors, cords and an
16 electrical saw?

17 A That's correct.

18 Q And I asked you who supplied the nail gun
19 for the job and you told me you brought those; is that
20 right?

21 A Yes, I had one that day.

22 Q Okay. And you brought it to the job that
23 day?

24 A Yes, I brought it.

25 Q And you also brought the air hose and the

1 compressor that were yours, right?

2 A No. The compressor belonged to Lara
3 Martinez and the nail gun also.

4 Q Okay. I'm looking at your deposition, Mr.
5 Perez. I'm going to hand it up, but on page 17 I
6 asked you if the air hose belonged to you as well and
7 you said yes. And then I said, and the compressor?
8 And you said yes it was also yours. Are you telling
9 us that's not correct?

10 A Well, Lara Martinez, he had the compressors
11 and the nail guns and the line. What happens is when
12 you're using the tools you break something and you
13 have to replace it. So the pencil was mine and the
14 hose was mine. I had just bought it because it had
15 broke on me.

16 Q Okay. And you told me at your deposition
17 that you supplied all your own tools including the air
18 hose, the compressor, and the nail gun; is that true
19 or not?

20 A It was actually his work tools.

21 Q Okay. So the information you gave me in
22 your deposition was -- was not true?

23 A Well, it's true because I did buy the nail
24 gun and I was going to give it to him and I bought the
25 hose because it has broken, but the compressor wasn't

1 mine.

2 Q Okay. So when you said -- and I said, and
3 the compressor, and you said, yes, it was also mine,
4 that was not true?

5 A No. The compressor is not mine.

6 Q Okay. One other thing. How long did you
7 say it had been since you had worked for Lara before
8 this job?

9 A I don't remember, but it had been some
10 months. He had called us to do a very small job on
11 some closets. It had been a year earlier, but when he
12 called us for that job it had been some time.

13 MS. TIDDY: Okay. Okay. That's all I have.

14 THE COURT: Okay. Mr. Kamb?

15 MR. KAMB: Nothing further.

16 THE COURT: Mr. Keller, anything more?

17 MR. KELLER: No, sir.

18 THE COURT: Okay. All right. He can step down
19 and if he wants to take a seat where he was
20 previously.

21 MS. TIDDY: Let me make sure I don't have any
22 other --

23 THE COURT: Sure. Sure. Who do we have next to
24 call?

25 MS. TIDDY: I'd like to call Mike Kaplan. I

1 think he's the other essential witness.

2 THE COURT: Okay.

3 (Off the record at 3:50 p.m)

4 (On the record at 3:55 p.m.)

5 THE COURT: We'll go back on the record. Sir,
6 before we get started I have a couple of quick
7 instructions with you. Please speak up and speak
8 clearly for us so that we all hear your responses, but
9 most importantly so the court recorder can get them
10 for the record. If you're asked a yes or no question
11 please give us a verbal yes or no answer. Try and
12 stay away from things like uh-huh and huh-uh. That's
13 just too easily misunderstood for the record. So if
14 you could help us out with those things we'd
15 appreciate it.

16 THE WITNESS: Okay.

17 THE COURT: Please raise your right hand. Do you
18 swear or affirm that the testimony you are about to
19 give is the truth, the whole truth and nothing but the
20 truth?

21 THE WITNESS: I do.

22 THE COURT: Please state and spell your name for
23 the record sir.

24 THE WITNESS: Mike Kaplan, M-I-K-E, K-A-P-L-A-N.

25 THE COURT: Okay. Thank you Mr. Kaplan. Ms.

1
2 Tiddy, your witness.

3 MS. TIDDY: Thank you.

4 Mike Kaplan,

5 Having first been duly sworn, testified as follows:

6 DIRECT EXAMINATION

7 BY MS. TIDDY:

8 Q Mike, if you would tell me about EA
9 Operations. What -- what is EA Operations and what
10 does it do?

11 A EA Operations is known as Green Valley
12 Country Club so that's what we do. We manage the golf
13 course.

14 Q And what else does that involve other than
15 the golf course? What else is involved in managing EA
16 Operations?

17 A Golf course maintenance, food and beverage,
18 with the fitness center, tennis, managing the golf
19 center, everything involved with running a country
20 club (inaudible).

21 Q Okay. What is your role with EA Operations?

22 A I'm Executive Director, so I have a General
23 Manager that works for me, he essentially runs the
24 club. I oversee it. I provide (inaudible) that
25 motivates them, that sort of thing is what I do.

1 Q And how long has EA Operations been in
2 existence?

3 A It will be five years in June of this year,
4 (inaudible).

5 Q Is EA Operations in the construction
6 business?

7 A No.

8 Q Okay. Now there's been some testimony here
9 today about a project that was done at the country
10 club that involved putting up trusses. Tell us
11 basically what that project was -- what was going on.

12 A That was an old -- that building was built
13 in the late '50s I believe, '59 and it was essentially
14 a ladies' locker room and men's locker room split and
15 we eventually turned it into restrooms. So what we
16 decided to do was to convert it to a fitness center.
17 You know, so we did the interior. It had a flat roof
18 so we had a contractor come out and build a roof, to
19 put in air conditioning and do all the things
20 necessary to take care of the cooling content.

21 Q Okay. And how did you go about doing that?

22 A We had Dwayne Green, who I know, let us use
23 his license. I -- I consulted John Coleman who I've
24 known for a long time. I used to work with him years
25 ago and John is a very knowledgeable with builders.

1 He's actually trained building inspectors throughout
2 the country, so he oversaw that.

3 Q Okay. And what was his role? I think you
4 said, but how -- how did you pay him is the question?

5 A Yeah. He was paid out of EA Operations and
6 he was essentially a consultant that did the hiring of
7 contractors and oversaw the construction and would
8 provide me with periodic progress.

9 Q Did John pretty much have free rein to do
10 what he wanted or was he supposed to report to you on
11 regular intervals or how did that work?

12 A I talk to John a lot anyway, so we didn't
13 think it was structured to where he had to tell me
14 everything that went on on a daily basis. Because we
15 were doing some work on the golf course, it was my
16 design on the golf course. Okay? So he was
17 overseeing the construction at the clubhouse.

18 Q Did you have to sign off on the -- on all of
19 the contractors that were working on the site?

20 A I pretty much left it up to John as far as,
21 you know, I gave him the authority to -- you know, we
22 would go over the capital budget, what it was if we
23 were over, but for the most part I let him make those
24 decisions and work with the contractors.

25 Q Okay. How about insurance? Was there any

1 agreement about insurance or did you leave that up to
2 him or --

3 A I left that up to him and from my
4 recollection when we went to the original builder, and
5 I can't remember who that was, he had given us a
6 certificate of insurance. This was months before we
7 started the project and he showed up on the site,
8 apparently John was looking for that certificate of
9 insurance and that's when everything started
10 happening.

11 Q Okay. Are you talking about Lara Martinez?

12 A Yes.

13 Q Did any of your employees -- any employees
14 of EA Operations do any work on this construction
15 project?

16 A No.

17 Q Have any of your employees of EA Operations
18 ever done construction work for EA Operations to the
19 best of your knowledge?

20 A Not construction.

21 Q Okay. Do you have any employees of EA
22 Operations who, to the best of your knowledge, are
23 trained to install or put up trusses?

24 A No.

25 Q Okay.

1 A They're pretty much (inaudible).

2 Q Okay. You talked about this -- this fitness
3 room that you were building and I assume it's
4 something you wanted to do because you did it, but
5 since you have continued to operate the country club
6 without that fitness room haven't you?

7 A We have.

8 Q Okay. And there was a gentleman in here
9 when you walked in, Rey Perez. Have you ever met him
10 before today or talked to him that you know of?

11 A No. This was the first day the job was
12 going on so I -- I did not recognize Rey Perez. I
13 think he was there before I was that day.

14 Q Okay. And I don't think anybody addressed
15 this, but just for the record was he an employee of EA
16 Operations in any way?

17 A No. I (inaudible) hiring people.

18 Q Okay. And again just to sum up what -- what
19 is EA Operations' business?

20 A We run a country club.

21 MS. TIDDY: Okay. I think that's all I have for
22 you Mike. Please answer any questions anyone else
23 has.

24 THE COURT: Okay. Mr. Kamb?

25 CROSS EXAMINATION

1 BY MR. KAMB:

2 Q You said the certificate of insurance you
3 had from Lara Martinez you had gotten a month before?

4 A I did, yes.

5 Q Did you get it from another project?

6 A No.

7 Q Why would you have gotten it a month before?

8 A I think it was faxed to John Coleman prior
9 to the start of the job. I think you have John's
10 testimony, so.

11 Q And that's why I'm asking because he stated
12 that he did not receive a certificate of insurance
13 until after the work had begun.

14 A That was not addressed. He -- he had
15 insurance when we originally talked to him.

16 Q Did you talk to him?

17 A No.

18 Q How do you know that he had insurance?

19 A That's what John told me.

20 Q EA Operations, what does the E and the A
21 stand for?

22 A I have no idea.

23 Q Do they do anything else within the -- the
24 network of the Kaplan Family Businesses?

25 A No.

1 Q But there are other businesses involved,
2 correct?

3 A Yes. We have quite a few businesses, me and
4 my family.

5 Q And looking at the prioritization chart
6 which is in our APA (inaudible), the country club is
7 under EA Operations, LLC?

8 A Uh-huh.

9 Q That's all in your Electronics Acquisition
10 LLC?

11 A Yeah.

12 Q Is that where that comes from?

13 A Yes.

14 Q The -- you hired John Coleman to oversee the
15 construction project; is that correct?

16 A Yes.

17 Q And he was an employee of EA Operations?

18 A No.

19 Q What role did he have?

20 A He was a consultant --

21 Q And so --

22 A -- for the construction project.

23 Q In what manner was he paid?

24 A He was paid on a weekly basis.

25 Q By the hours he put in?

1 A By the hours.

2 Q He reported to you?

3 A He did.

4 Q And you signed off on the decisions that he
5 made?

6 A Most decisions John made, not every
7 decision. Again, that's not how I run a business. He
8 made decisions, some I was consulted on some I was
9 not.

10 Q And you also contacted or -- or contracted
11 in some way with Mr. Green to use his license for this
12 project; is that true?

13 A That's true.

14 Q You did that?

15 A I -- I -- John and I consulted on that.
16 That's how I remember it. If I'm correct we met at
17 Green Valley Country Club, that was about five years
18 ago.

19 Q Were you on site when this construction
20 project was being done?

21 A I was.

22 Q For the purposes of directing it, overseeing
23 it or for some other purpose?

24 A Overseeing it. I was overseeing the golf
25 course construction and I was overseeing the clubhouse

1 construction.

2 MR. KAMB: No further questions.

3 THE COURT: Mr. Keller?

4 MR. KELLER: Thank you.

5 CROSS EXAMINATION

6 BY MR. KELLER:

7 Q There's two -- two entities I think. EA
8 Operations and EA Properties; is that correct?

9 A Uh-huh.

10 Q And EA Operations operates the country club?

11 A Correct.

12 Q And EA Properties owns the country club?

13 A I believe EA -- EA Properties is a form of
14 EA Operations, I do not know.

15 Q Is that who owns the country club?

16 A The country club is owned by EA and
17 (inaudible).

18 Q But it's all owned -- it's all within the
19 family, it's all --

20 A I believe it is.

21 Q My main purpose is not some other entity
22 other than EA or any -- you represented they own the
23 country club and golf. They're all interconnected in
24 some way; is that correct?

25 A That's correct. It's all in the Kaplan

1 Family.

2 Q Okay. Now when -- when was that -- when was
3 the country club -- when did the company take over
4 operations of the country club?

5 A We acquired it in the end of June of 2011.

6 Q So six months before this accident happened,
7 about nine months before this accident?

8 A Nine months.

9 Q Okay. And was part of the purpose of your
10 acquiring that property is you were going to upgrade
11 it?

12 A Yes, make improvements.

13 Q And you were making golf course
14 improvements.

15 A Modifications, yes.

16 Q And clubhouse improvements?

17 A Uh-huh.

18 Q Anything else -- you were going to put new
19 houses on the golf course or anything like that?

20 A No.

21 Q As part of that (inaudible)?

22 A No, we're not the original (inaudible).

23 Q Now, who's doing the golf course
24 modifications?

25 A That was Jan Belgan.

1 Q And is that an individual or a company?

2 A It is an individual and it's her company.

3 Q So it's her? Okay. And so she had whatever
4 appropriate licenses that were necessary to do
5 whatever work had to be done on the golf course; is
6 that correct?

7 A She's a designer. She uses contactors to do
8 the work for her, and qualifies (inaudible).

9 Q Okay. Now, as far as the clubhouse
10 operations are concerned, you hired Mr. Coleman to
11 oversee that, but you basically undertook a
12 construction project -- you obtained a construction
13 contractor's license to do that project, correct?

14 A Correct.

15 Q And Mr. Coleman was paid to oversee that,
16 correct?

17 A Yes.

18 Q And I thought he was paid \$1,000 a week and
19 I could be wrong about that. I could -- for the
20 purpose of (inaudible). And you were paying him by
21 the hour? He obviously didn't have a contractor's
22 license?

23 A Actually that's not true.

24 Q Other than this project?

25 A It was more than that. It was actually --

1 but he was there all the time.

2 Q I -- I know that, but he was overseeing the
3 construction?

4 A Right.

5 Q And he said, see if this sounds right, he
6 said I -- I -- I said, what did you do and he said,
7 everything from meeting with contactors, meeting with
8 architects, engineers, contractors, working with
9 different contractors --

10 THE WITNESS: I'm sorry.

11 THE COURT: No problem.

12 Q Working with different contractors,
13 receiving -- reviewing and receiving bids, you know,
14 giving Mike the information he needed to make a
15 decision on what needed to be done.

16 A Yes.

17 Q Okay. So he was doing that, he was bringing
18 them to you and you made the final decisions, correct;
19 is that fair?

20 A On some of them, yes, on some of them he
21 made the decision.

22 Q Okay. And then -- and he also said that --
23 I think I was asking him as well -- I asked him -- I
24 was asking him about what he did as a consultant, he
25 said review bids and make recommendations on

1 contractors -- on which contractors to hire. Okay.

2 So did Mr. Kaplan make the final determination? He
3 said, yes.

4 A I agreed with John's decisions.

5 Q I understand that he -- I understand that he
6 consulted with you?

7 A He hired the contractors and I approved
8 whatever he decided.

9 Q And he also said that they were supposed to
10 have certificates of insurance and that those were
11 handed over to your bookkeeping department and those
12 were kept in your bookkeeping department. Do you know
13 if that's correct?

14 A I would say that it -- that bookkeeper is no
15 longer there, so -- and I never got those faxes.

16 Q So they -- and they were maintained in your
17 bookkeeping department as far as you know?

18 A As far as I know, yes.

19 Q Now, did you have anything to do -- well,
20 let me back up a second. My understanding is one of
21 the members of the country club recommended Lara
22 Martinez to you and Mr. Coleman to set the trusses on
23 the building in question?

24 A That would be correct.

25 Q Okay. And were you involved in that process

1 at all?

2 A John actually had talked to the member and I
3 don't remember his name, I think John had talked to
4 him earlier.

5 Q And --

6 A I think John would do a good job with who
7 was working.

8 Q And were you -- do you recall whether you
9 were consulted on that process on that decision to
10 hire that contractor?

11 A I don't remember hiring that contractor
12 specifically.

13 Q You wouldn't disagree if whatever Mr.
14 Coleman said?

15 A Yeah. I wouldn't disagree.

16 Q Okay. And I think you already testified
17 there was some confusion about the certificate of
18 insurance? The copy I have says it was faxed after
19 the accident, and Mr. Coleman -- and your testimony
20 that's not right, but for whatever reason you and Mr.
21 Coleman felt it was important for any contractors who
22 came on that job site to have a certificate of
23 insurance, correct?

24 A Yes. I mean if they work around the golf
25 course.

1 Q And did you think that you might have
2 liability if you didn't have the certificate of
3 insurance?

4 A I don't know how the laws work to be honest
5 with you.

6 Q And again, when the -- when Mr. Perez was
7 injured I'm not sure you -- well, I don't want to
8 contend you did, but it's actually in Mr. Coleman's
9 deposition that the local EA Operations report --
10 first report of injury was done. Did you have
11 anything to do with the creation of that first report
12 of injury? You may not have -- your name is on the
13 bottom. You may not have had anything to do with that
14 document at all.

15 MR. KELLER: That's Exhibit 1 to Mr. Coleman's
16 deposition, Your Honor.

17 THE COURT: Thank you.

18 A Yeah, I remember filling this out and I
19 believe we let his supervisor bring an ambulance
20 onsite (inaudible).

21 Q And now do you have somebody in your office,
22 your former bookkeeper or somebody else that handled
23 workers' compensation details?

24 A Now there was a previous employee that
25 handled that.

1 Q Okay. So you were doing this -- somebody in
2 your office did -- knew about workers' comp?

3 A Yes.

4 Q But you're not -- you don't personally know?

5 A Yes.

6 Q I mean you don't personally know the
7 workers' comp laws?

8 A Right.

9 Q And the contractors that were hired do you
10 know how they were paid? Were they paid out of your
11 -- out of the EA Operations operating budget?

12 A The contractors that you are referring to
13 were never paid anything.

14 Q Were there other -- there were other
15 contractors out there other than just Lara Martinez,
16 correct?

17 A He was the one that started the job. The
18 people that came after him were paid for doing the
19 work.

20 Q And that was done out of EA Operations
21 operating budget?

22 A It was paid out of the operating budget,
23 yes.

24 Q I understand there's some confusion about
25 some cash flow issues that were involved basically,

1 but -- I'm not trying to pin you down -- (inaudible),
2 I'm talking about it was family owned business. But
3 it was all coming potentially out of the operations
4 budget; fair enough?

5 A Yeah, we brought it back to the club. That
6 much cash flow we had to fund it through --

7 Q And I didn't mean that in an offensive way,
8 --

9 A -- (inaudible) broken up more than that but,
10 --

11 Q For purposes of payment, they weren't doing
12 work for your (inaudible), it was just a cash flow
13 issue. It was essentially all coming out of the EA
14 Operations, correct?

15 A Right.

16 MR. KELLER: That's all I have. Thank you, sir.

17 THE COURT: All right. Ms. Tiddy?

18 MS. TIDDY: Anybody else have anything?

19 MR. ALLISON: I do not.

20 MR. KELLER: I do not.

21 RE-CROSS EXAMINATION

22 BY MR. KAMB:

23 Q I just want to clarify that the supervisor
24 that you went to talk to about medical treatment, that
25 was Lara Martinez?

1 A No, what happened is I was on the golf
2 course and the trusses came down and we went out there
3 to make sure everybody was okay, and then when he got
4 off the roof Mr. Rey Perez -- he was bleeding and so
5 John got with somebody. I think they called an
6 ambulance and talked to the supervisor or the
7 contractor that he was working for and they set up
8 whatever they set up.

9 Q Okay. So you didn't -- you didn't have this
10 conversation. Coleman did or somebody else. Were you
11 there at the time?

12 A I was -- I was on the golf course. Yeah, I
13 was there and I heard it. So John and the supervisor
14 took care of it, so yeah.

15 Q Okay. Did you see all this take place or it
16 was told to you after the fact?

17 A No, I did not see that take place. I saw
18 the trusses go down. I saw people go on the roof to
19 take people off the roof and make sure that it was --
20 you know, to make sure there wasn't anything else. I
21 mean it was a big heck of a boom and so the -- you
22 know, it was kind of chaotic.

23 Q And when you refer to someone as supervisor
24 do you know who that person was?

25 A It was -- it was -- John was supervising the

1 project and I'm sure he communicated that with the
2 employer, Rey Perez' boss.

3 Q So that's the person, Rey Perez's boss, Lara
4 Martinez is who you are referring to as supervisor in
5 that testimony?

6 A Yeah. Supervisor or boss I would say.

7 MR. KELLER: Nothing further.

8 THE COURT: Okay. Ms. Tiddy.

9 REDIRECT EXAMINATION

10 BY MS. TIDDY:

11 Q And Mr. Kaplan, I just wanted to show you
12 this thing David was asking about on the first report
13 of injury and he asked John about this in his
14 deposition. There are a couple of different
15 handwritings on here. John said that he signed it.
16 Is any of this your handwriting?

17 A No.

18 Q Okay. Because I think you said you -- it
19 might have not have been the first report that was
20 filled out, but you did not actually fill out this
21 report?

22 A No, I didn't.

23 Q Did -- and you may not know this, are you
24 directly involved in the workers' comp, but
25 (inaudible)?

1 A No, I don't. No. We have an HR department.
2 I do not get involved in HR issues.

3 Q Okay. Let me ask you this from your
4 perspective as the Executive Director of EA
5 Operations. By filling this out was EA Operations
6 conceding in any way that this was guy was your
7 employee or that you were responsible for workers'
8 comp accident?

9 MR. KELLER: I'm going to object to the question.
10 He's already testified he didn't know. I don't think
11 he can -- he doesn't know -- I don't think he's
12 qualified -- he said he doesn't know and I don't think
13 he can testify as to why -- his expert

14 Q You did- -- you didn't -- you didn't direct
15 anyone to fill this out did you?

16 A No.

17 Q And again, you're not sure who did fill it
18 out, if that's John's signature?

19 A Well, that signature that's handwritten and
20 I don't know who -- I don't know if -- I'm assuming
21 that's John's signature, but -- I'm very certain he's
22 not an employee.

23 MS. TIDDY: Okay. That's all I have. Thank you.

24 THE COURT: Okay. Anything more?

25 MR. KAMB: Nothing further from me.

1 THE COURT: Mr. Keller, anything more?

2 MR. KELLER: Nothing.

3 THE COURT: Okay. And there being nothing
4 further that concludes this proceeding.

5 (The hearing concluded at 4:20 p.m.)

6

7

8

9

10

11

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON) CERTIFICATE

BE IT KNOWN THAT I TOOK THE FOREGOING WORKERS'
 COMPENSATION HEARING;

THAT I WAS THEN AND THERE A NOTARY PUBLIC IN AND
 FOR THE STATE OF SOUTH CAROLINA-AT-LARGE;

THE FOREGOING TRANSCRIPT CONSISTING OF 66
 TYPEWRITTEN PAGES REPRESENTS A TRUE, ACCURATE AND
 COMPLETE TRANSCRIPTION OF THE TESTIMONY SO GIVEN AT
 THE TIME AND PLACE AFORESAID TO THE BEST OF MY SKILL
 AND ABILITY;

THAT I AM NOT RELATED TO NOR AN EMPLOYEE OF
 ANY OF THE PARTIES HERETO, NOR A RELATIVE OR EMPLOYEE
 OF ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES
 HERETO, NOR INTERESTED IN THE OUTCOME OF THIS ACTION.

WITNESS MY HAND AND SEAL THIS 10TH DAY OF
 OCTOBER, 2016.

CORA ELLIS BRUTON
 NOTARY PUBLIC FOR SOUTH CAROLINA
 MY COMMISSION EXPIRES DECEMBER 31, 2024

CORA ELLIS BRUTON - COURT REPORTER
 131 BROWNING COURT - LEXINGTON, SOUTH CAROLINA 29073
 803-397-0189

Exhibit A



February 21, 2012

Statement of Special Inspections in accordance with 2006 IBC 1705.2
Fitness Center Renovations for Green Valley Country Club
225 Green Valley Rd., Greenville, SC 29617

This statement of special inspections is being furnished to the owner, general contractor (once determined) and the local permit authority in accordance with IBC 1705.1.

The following is a summary of the required inspections:

- Prefabricated wood trusses (TJI floor joists) must be designed and fabricated by a manufacturer that is certified by the Wood Truss Council of America (WTCA) or the Truss Plate Institute (TPI), or another recognized quality-assurance program that involves inspection by an independent inspecting and testing agency acceptable to the project structural engineer and the authority having jurisdiction. The manufacturer must provide certification documentation to the Special Inspection Coordinator and the authority having jurisdiction prior to fabrication. Review of the prefabricated truss shop drawings by the project structural engineer is required prior to fabrication.

This statement of special inspections is not required to include seismic requirements because the building complies with IBC 1705.3, Exception 2.

This statement of special inspections is not required to include wind resistance per IBC 1705.4.

Structural observations for seismic resistance are not required on this project in accordance with IBC 1709.2.

Structural observations for wind requirements are not required on this project in accordance with IBC 1709.3.

Sincerely,

David L. McAbee
President

Attachments



County of Greenville

"... At Your Service"

Greenville County Square
301 University Ridge, Suite 4100
Greenville SC 29601-3880
Phone (864) 467-7060 Fax (864) 467-7407

COMMERCIAL BUILDING APPLICATION

Proposed Business Name:	Green Valley Country Club		Property Owner's Name:	EA Properties	
Exact Address of Property:	225 Green Valley Rd.		City:	Greenville	State & Zip: SC
Business Park Name:	N/A	Lot or Unit:	N/A	Tax Map No.:	0481000402503
Road Information:	Private Road ☐	County Road ☒	State Road ☐		
New:	☐	Addition:	☐	Interior Alteration Up-Fit:	☒
Use Group:	A-3 & Business	Construction Type:	5-B	Sprinkled:	Yes
Building Gross Sq. Ft.:	21,617	Tenant Sq. Ft.:		Construction Area Sq. Ft.:	2,699
Description of Project:	Interior upfit of existing space into a private fitness center for club members.				
Exact Directions to Job Site must be provided on the Zoning Application					
PERMIT CONTACT NAME:	John Coleman	Phone:	303-775-4111	Fax:	
Contact Information:	NAME	LICENSE #	PHONE #		
Architectural Designer:	David L. McAbee	4276	294-0180		
Structural Designer:	William T. Fuller	12559	235-3580		
Electrical Designer:	James Joye	21651	370-9355		
Mechanical Designer:	John Joye	13573	370-9355		
Plumbing Designer:	John Joye	13573	370-9355		
Fire Protection Designer:					
Site/Landscape Designer:					
Other:					
Contractor/ If Known:	To be determined				
Plan Review Contact:	David McAbee		294-0180		
Address:	5000 Old Buncombe Rd., Suite 18	Fax:	294-0780		

NO OCCUPANCY SHALL OCCUR PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY

The applicant hereby certifies and agrees as follows: 1) That he/she is authorized to make this application; 2) That he/she has read the above information and it is true and correct; 3) That he/she will comply with all County of Greenville ordinances, laws and regulations, all State and Federal Laws and regulations regulating the use of land and structures and the construction of structures; 4) That he/she will perform only the work outlined above at the property indicated above; 5) That he/she grants the right of entry to the property to the Building Official or employees of the County of Greenville for the purpose of inspections, and posting of notices. If any of the information supplied by the owner and/or owner's agent is incorrect, the Permit/Certificate may be revoked.

This permit is permission to proceed with construction and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code and any other applicable laws or ordinances, nor shall the issuance of this permit prevent the Building Official from requiring correction of errors in construction documents or of violations of the Building Code of the County of Greenville, South Carolina.

THIS APPLICATION WILL BE DEEMED TO HAVE BEEN INVALID 180 DAYS AFTER THE FILING DATE, UNLESS A PERMIT HAS BEEN ISSUED. PLANS WILL BE DISPOSED OF AND RE-SUBMITTAL WILL BE REQUIRED.

Any information and documents submitted to the County of Greenville, for the purpose of Construction Document review and approval, becomes subject to the South Carolina Freedom of Information Act (SC Code of Laws, 1976 as amended, Title 30, Chapter 4) and may be subject to public inspection and review.

DATE: 02-22-12 BY OWNER OR AUTHORIZED AGENT: [Signature]

DATE: _____ APPLICATION APPROVAL OF CODE ENFORCEMENT STAFF: _____

☐ Further Information Needed ☐ Ready for Pickup Permit No: 12-1050 Cost of Permit: \$ _____

NOTES: _____



County of Greenville

"... At Your Service"

Greenville County Square
301 University Ridge, Suite 4100
Greenville SC 29601-3660
Phone (864) 467-7050 Fax (864) 467-7407

COMMERCIAL ZONING APPLICATION

APPLICATION MUST BE COMPLETED PRIOR TO REQUESTING PERMIT

Proposed Business Name:	<u>Green Valley Country Club</u>	Phone No.:	<u>864-246-2141</u>		
Property Owner's Name:	<u>EA Properties</u>	Phone No.:			
Exact Address of Owner:	<u>140 Technology Pl</u>	City:	<u>Liberty</u>	State/Zip	<u>SC, 29657</u>
Tax Map No.:	<u>0481000402503</u>	Business Park Name:	<u>N/A</u>	Lot/Unit/Space No:	<u>N/A</u>

This application is for: New; ☐ Addition; ☒ Interior Alteration Up-Fit; ☐ Change of Tenant/FES; ☐ Other

Proposed Use: Private Fitness Center for Club Members

Exact Directions to Job Site: Corner of Green Valley Road and Sunrise Valley Rd.

IF PROPERTY IS IN A ZONED AREA OF THE COUNTY,
ZONING WILL BE VERIFIED AND ALL REQUIREMENTS MUST COMPLY WITH THE ZONING ORDINANCE.

NO OCCUPANCY SHALL OCCUR PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY

The applicant hereby certifies and agrees as follows: 1) That he/she is authorized to make this application; 2) That he/she has read the above information and it is true and correct; 3) That he/she will comply with all County of Greenville ordinances, laws and regulations, all State and Federal Laws and regulations regulating the use of land and structures and the construction of structures; 4) That he/she will perform only the work outlined above at the property indicated above; 5) That he/she grants the right of entry to the property to the Building Official or employees of the County of Greenville for the purpose of inspections, and posting of notices. If any of the information supplied by the owner and/or owner's agent is incorrect, the Permit/Certificate may be revoked.

This Application is permission to proceed with the project in accordance with the Zoning Ordinance and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code and any other applicable laws or ordinances, nor shall the issuance of this permit prevent the Building Official or Zoning Administrator from requiring correction of errors in project documents or of violations of the Building Code or Zoning Ordinance of the County of Greenville, South Carolina.

Any information and documents submitted to the County of Greenville, for the purpose of Construction Document review and approval, becomes subject to the South Carolina Freedom of Information Act (SC Code of Laws, 1976 as amended, Title 30, Chapter 4) and may be subject to public inspection and review.

DATE: 02-22-12 BY OWNER OR AUTHORIZED AGENT: [Signature]

DATE: 2/24/12 APPROVAL OF ZONING OFFICIAL: [Signature]

Zoning District: R-S

☐ Further Information Needed

☐ Ready for Pickup

Permit No: 12-1050

NOTES: INTERIOR

Plan Review – Plan Submittal Checklist

(This Form shall be filled out and submitted with Plans for Review)

Greenville County

Greenville County Square

301 University Ridge, Suite 4100

Greenville, SC 29601 - 3660

864/ 467 - 7060

Initial
Blanks

DM

1. Tax Map Number: 0481000402503

Tenant Business Name Physical Site Address and Unit Number: Green Valley Country Club
225 Green Valley Rd., Greenville, SC 29617

Description of Project: (must Check one)

- | | |
|---|---|
| ☐ Commercial Addition w/ no site work, | ☐ Mechanical stand-alone |
| ☐ Commercial w/ Site work | ☐ Electrical stand-alone |
| ☐ Commercial New Construction | ☐ Plumbing stand-alone |
| ☒ Commercial Alteration | ☐ Townhouse / Condo |
| | ☐ Swimming Pool |

DM

2. Commercial Building Application and Commercial Zoning Application have been completed and signed and I have referenced and included all pertinent information listed on the Basic Drawing Requirements Sheet.

DM

3. Submittal Type: (must Check one – See 4. For referenced plans)

- | | |
|--|---|
| ☐ Foundation: 1-5,12, 14 | ☐ Full: 1-12 & 15 |
| ☐ Shell: 1-6,8,12, 15 | ☐ Mechanical (HVAC) stand-alone: 9 |
| ☐ Vanilla Box: 1-12, 15 | ☐ Electrical stand-alone: 10 |
| ☒ Interior Alteration Up-Fits: 1,2,5,7,9-11,13 | ☐ Plumbing stand-alone: 11 |
| ☐ Addition to Existing Structure: 1-15 | |

DM

4. Required Plans: (Must check plans submitted – See 3. for references. Omissions will result in delays)
A Code Analysis is required for each discipline, see Basic Drawing Requirements Sheet

- | | |
|--|---|
| ☒ 1 Code Analysis | ☒ 8 Structural plans |
| ☒ 2 Sealed plans as required | ☒ 9 Mechanical (HVAC) plans |
| ☐ 3 Site / Landscape plans | ☒ 10 Electrical plans |
| ☐ 4 Foundation plans | ☒ 11 Plumbing plans |
| ☒ 5 Floor plans | ☐ 12 Under Slab – Mech., Elec., Plum. plans |
| ☒ 6 Elevations | ☐ 13 Existing Building Floor plans |
| ☒ 7 Schedules (door, finish, etc.) | ☒ 14 Special Inspection Documents |
| | ☐ 15 Energy Com-Check |

Specific Information / Plans: (Must Check all that Apply)

- ☐ 1 Sprinkler Spec sheet must submit if building is Sprinkled.
- ☐ 2 Storage Occupancy Submittal Supplement form if required (ie. Storage, or Accessory Storage uses).
- ☐ 3 Sewer / Septic Tank permit must be approved and presented at time of permitting.
- ☐ 4 Applied to Board of Zoning Appeals if required by the Greenville County Zoning Ordinance.
- ☐ 5 Flood Plain development applications have been submitted if required.

The applicant hereby certifies and agrees as follows: 1.) That he/she has read the above information and it is true and correct; 2.) If any information supplied by the owner and/ or owner's agent is incorrect or missing, the permit review time will be delayed. 3.) It is the responsibility of the applicant to obtain and distribute the Plan Review Tracking Number to all parties involved with this project. (The Automated Line 864-467-5660 can be used to check plan review status – The Contact person will be notified when permit is ready).

Date: 02-22-12 By Owner or Authorized Agent [Signature]

COUNTY OF GREENVILLE
301 UNIVERSITY RIDGE SUITE 4100
GREENVILLE, SC 29601
(864) 467-7060

AUTOMATED INSPECTION SYSTEM (864) 467-5660

Application Number 12-00001050 Date 3/20/12
Property Address 225 GREEN VALLEY DR
TAX MAP NUMBER 0481.00-04-025.03
TAX DISTRICT 312
Tenant nbr, name GREEN VALLEY COUNTRY CLUB
Application description COMMERCIAL - ALTERATION
Subdivision Name
Property Use COMMON AREA
Property Zoning R-S - RES SUBURBAN
Application valuation 174000

Owner	Contractor
GREEN VALLEY COUNTRY CLUB	DURHAM GREENE INC.
225 GREEN VALLEY RD	2655 FARRS BRIDGE ROAD
GREENVILLE SC 296177016	EASLEY SC 29640
	(864) 859-3095

----- Structure Information INTERIOR -----
Setback distances cited below are those minimums established by Greenville County Zoning Ordinance/Land Development Regulations. Please be aware that properties may be subject to private deed restrictions and covenants in excess of those shown on this permit.

Construction Type	IBC TYPE V B	
Occupancy Type	CHURCH/RECREATION/AMUSMEN	
Flood Zone	OUTSIDE FLWAY & FLPLAIN	
Other struct info	PLAN LOCATION	D6
	SETBACK-FRONT	RS
	SETBACK-LEFT	RS
	OCCUPANCY LOAD	34.00
	SETBACK-REAR	RS
	SETBACK-RIGHT	RS
	INTERIOR - SPRINKLERS	YES

Permit BUILDING COMMERCIAL
Additional desc
PHONE ACCESS CODE 2127256
Permit Fee 409.00 Plan Check Fee 204.50
Issue Date 3/20/12 Valuation 174000
Expiration Date 9/16/12

Qty	Unit	Charge	Per	Extension
			BASE FEE	276.00
74.00	1.8000 THOU		COST \$100,001 TO \$500K	133.00

Special Notes and Comments
CORNER OF GREEN VALLEY RD AND SUNRISE VALLEY RD
***INTERIOR WORK
***DAVID MCABEE 294-0180
ZONING CONFIRMED RS/TA
T/S: 03/20/2012 03:44 PM ALNOMIKOS -
told duayne greene plans need to be
at job site

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	409.00	409.00	.00	.00
Plan Check Total	204.50	204.50	.00	.00
Grand Total	613.50	613.50	.00	.00

Validity of Permit: Every permit issued shall become invalid unless the work is commenced within 180 days from issuance, or if the work is suspended or abandoned for a period of 180 days. At a minimum a progress inspection must be requested to verify the continuance of the work within the 180-day period from the date of last inspection request.

COUNTY OF GREENVILLE
BUILDING SAFETY DIVISION
301 UNIVERSITY RIDGE STE 4100
GREENVILLE SC 29601

DATE: 3/20/12
TIME: 15:45:00

RECEIPT #: 0000144181
CASHIER: ALNOMIKOS

APPLICATION NBR: 12-00001050

ITEM DESCRIPTION	PAID
PLAN CHECK FEES	204.50
PERMIT FEES	409.00
TOTAL AMOUNT PAID:	613.50
PAYMENT TYPE: CHECK	
CHECK NBR: 000025474	



County of Greenville

"... At Your Service"

Greenville County Square
301 University Ridge, Suite 4100
Greenville SC 28801-3680
Phone (864) 487-7080 Fax (864) 487-7407

COMMERCIAL BUILDING APPLICATION

Proposed Business Name:	Green Valley City Club			Property Owner's Name:	EA Properties		
Exact Address of Property:	225 Green Valley Rd.			City:	Greenville	State & Zip:	SC
Business Park Name:	N/A			Lot or Unit:	N/A	Tax Map No.:	0481000402503
Road Information:	Private Road ☐ County Road ☒ State Road ☐						
New:	☐	Addition:	☒	Interior Alteration Up-Fit:	☐	Change of Tenant/FES:	☐ Other:
Use Group:	Assembly		Construction Type:	New: 2-B		Sprinkled:	Yes
Building Gross Sq. Ft.:	21,121		Tenant Sq. Ft.:			Construction Area Sq. Ft.:	1,052
Description of Project: Demo existing patio and add new fabric awning structure.							
Exact Directions to Job Site must be provided on the Zoning Application							
PERMIT CONTACT NAME: John Coleman				Phone: 303-775-4111		Fax:	
Contact Information:	NAME		LICENSE #		PHONE #		
Architectural Designer:	David L. McAbee		4276		294-0180		
Structural Designer:							
Electrical Designer:							
Mechanical Designer:							
Plumbing Designer:							
Fire Protection Designer:							
Site/Landscape Designer:							
Other:							
Contractor / If Known	To be determined						
Plan Review Contact:	David McAbee				294-0180		
Address:	5000 Old Buncombe Rd., Suite 18				Fax:		294-0780

NO OCCUPANCY SHALL OCCUR PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY

The applicant hereby certifies and agrees as follows: 1) That he/she is authorized to make this application; 2) That he/she has read the above information and it is true and correct; 3) That he/she will comply with all County of Greenville ordinances, laws and regulations, all State and Federal Laws and regulations regulating the use of land and structures and the construction of structures; 4) That he/she will perform only the work outlined above at the property indicated above; 5) That he/she grants the right of entry to the property to the Building Official or employees of the County of Greenville for the purpose of inspections, and posting of notices. If any of the information supplied by the owner and/or owner's agent is incorrect, the Permit/Certificate may be revoked.

This permit is permission to proceed with construction and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code and any other applicable laws or ordinances, nor shall the issuance of this permit prevent the Building Official from requiring correction of errors in construction documents or of violations of the Building Code of the County of Greenville, South Carolina.

THIS APPLICATION WILL BE DEEMED TO HAVE BEEN INVALID 180 DAYS AFTER THE FILING DATE, UNLESS A PERMIT HAS BEEN ISSUED. PLANS WILL BE DISPOSED OF AND RE-SUBMITTAL WILL BE REQUIRED.

Any information and documents submitted to the County of Greenville, for the purpose of Construction Document review and approval, becomes subject to the South Carolina Freedom of Information Act (SC Code of Laws, 1976 as amended, Title 30, Chapter 4) and may be subject to public inspection and review.

DATE: 03-23-12 BY OWNER OR AUTHORIZED AGENT: [Signature]

DATE: APPLICATION APPROVAL OF CODE ENFORCEMENT STAFF: [Signature]

☐ Further Information Needed

☐ Ready for Pickup

Permit No: 12-1817

Cost of Permit: \$

NOTES:



County of Greenville

"... At Your Service"

Greenville County Square
301 University Ridge, Suite 4100
Greenville SC 29601-3660
Phone (864) 467-7060 Fax (864) 467-7407

COMMERCIAL ZONING APPLICATION

APPLICATION MUST BE COMPLETED PRIOR TO REQUESTING PERMIT

Proposed Business Name:	Green Valley Country Club	Phone No.:	864-246-2141		
Property Owner's Name:	EA Properties	Phone No.:	864-246-2141		
Exact Address of Owner:	140 Technology Pl	City:	Liberty	State/Zip	SC, 29657
Tax Map No.:	0481000402503	Business Park Name:		Lot/Unit/Space No:	

This application is for:	New:	☐	Addition:	☒	Interior Alteration Up-Fit:	☐	Change of Tenant/FES:	☐	Other:	☐
--------------------------	------	--------------------------	-----------	-------------------------------------	-----------------------------	--------------------------	-----------------------	--------------------------	--------	--------------------------

Proposed Use:	Assembly
---------------	----------

Exact Directions to Job Site:	Property is located at 225 Green Valley Road.
-------------------------------	---

IF PROPERTY IS IN A ZONED AREA OF THE COUNTY,
ZONING WILL BE VERIFIED AND ALL REQUIREMENTS MUST COMPLY WITH THE ZONING ORDINANCE.

NO OCCUPANCY SHALL OCCUR PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY

The applicant hereby certifies and agrees as follows: 1) That he/she is authorized to make this application; 2) That he/she has read the above information and it is true and correct; 3) That he/she will comply with all County of Greenville ordinances, laws and regulations, all State and Federal Laws and regulations regulating the use of land and structures and the construction of structures; 4) That he/she will perform only the work outlined above at the property indicated above; 5) That he/she grants the right of entry to the property to the Building Official or employees of the County of Greenville for the purpose of inspections, and posting of notices. If any of the information supplied by the owner and/or owner's agent is incorrect, the Permit/Certificate may be revoked.

This Application is permission to proceed with the project in accordance with the Zoning Ordinance and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code and any other applicable laws or ordinances, nor shall the issuance of this permit prevent the Building Official or Zoning Administrator from requiring correction of errors in project documents or of violations of the Building Code or Zoning Ordinance of the County of Greenville, South Carolina.

Any information and documents submitted to the County of Greenville, for the purpose of Construction Document review and approval, becomes subject to the South Carolina Freedom of Information Act (SC Code of Laws, 1976 as amended, Title 30, Chapter 4) and may be subject to public inspection and review.

DATE: 03-23-12 BY OWNER OR AUTHORIZED AGENT:

DATE: 3-26-12 APPROVAL OF ZONING OFFICIAL:

Zoning District: R-S

☐ Further Information Needed ☐ Ready for Pickup

Permit No: 12-1817

NOTES:

ZONING CLASSIFICATION

REQUIRED SETBACKS

INTERIOR

FRONT REAR

L SIDE R SIDE

Plan Review – Plan Submittal Checklist

(This Form shall be filled out and submitted with Plans for Review)

Greenville County

Greenville County Square

301 University Ridge, Suite 4100

Greenville, SC 29601 - 3660

864/ 467 - 7060

Initial
Blanks

DM

1. Tax Map Number: 0481000402503

Tenant Business Name Physical Site Address and Unit Number: Green Valley Country Club
225 Green Valley Rd., Greenville, SC 29617

Description of Project: (must Check one)

☐ Commercial Addition w/ no site work,

☒ Commercial w/ Site work

☐ Commercial New Construction

☐ Commercial Alteration

Mechanical stand-alone

Electrical stand-alones

Plumbing stand-alone

Townhouse / Condo

Swimming Pool

DM

2. Commercial Building Application and Commercial Zoning Application have been completed and signed and I have referenced and included all pertinent information listed on the Basic Drawing Requirements Sheet.

DM

3. Submittal Type: (must Check one – See 4. For referenced plans)

Foundation: 1-5,12, 14

Shell: 1-6,8,12, 15

Vanilla Box: 1-12, 15

Interior Alteration Up-Fits: 1,2,5,7,9-11,13

☒ Addition to Existing Structure: 1-15

Full: 1-12 & 15

Mechanical (HVAC) stand-alone: 9

Electrical stand-alone: 10

Plumbing stand-alone: 11

DM

4. Required Plans: (Must check plans submitted – See 3. for references. Omissions will result in delays)

A Code Analysis is required for each discipline, see Basic Drawing Requirements Sheet

☒ 1 Code Analysis

☒ 2 Sealed plans as required

☒ 3 Site / Landscape plans

☒ 4 Foundation plans

☒ 5 Floor plans

☒ 6 Elevations

☒ 7 Schedules (door, finish, etc.)

8 Structural plans

9 Mechanical (HVAC) plans

10 Electrical plans

11 Plumbing plans

12 Under Slab – Mech., Elec., Plum. plans

13 Existing Building Floor plans

14 Special Inspection Documents

15 Energy Com-Check

Specific Information / Plans: (Must Check all that Apply)

1 Sprinkler Spec sheet must submit if building is Sprinkled.

2 Storage Occupancy Submittal Supplement form if required (ie. Storage, or Accessory Storage uses).

3 Sewer / Septic Tank permit must be approved and presented at time of permitting.

4 Applied to Board of Zoning Appeals if required by the Greenville County Zoning Ordinance.

5 Flood Plain development applications have been submitted if required.

The applicant hereby certifies and agrees as follows: 1.) That he/she has read the above information and it is true and correct; 2.) If any information supplied by the owner and/or owner's agent is incorrect or missing, the permit review time will be delayed. 3.) It is the responsibility of the applicant to obtain and distribute the Plan Review Tracking Number to all parties involved with this project. (The Automated Line 864-467-5660 can be used to check plan review status – The Contact person will be notified when permit is ready).

Date: 03-23-12 By Owner or Authorized Agent [Signature]

Greenville County

Greenville County Square
301 University Ridge, Suite 4100, Greenville SC 29601-3686
Phone (864) 467-7060 Fax (864) 467-7407
permits@greenvillecounty.org

PLUMBING PERMIT APPLICATION

APPLICATION MUST BE COMPLETED PRIOR TO REQUESTING PERMIT

Date: 3-28-12 Property Owner's Name: Green Valley Country Club Phone No: _____
Exact Address of Property: 225 GREEN VALLEY RD City: GREENVILLE State/Zip: SC 29617
Tax Map No: _____
PLEASE LIST ANY EXISTING OR ACTIVE PERMIT NUMBERS: BP #12-1050

PLUMBING CONTRACTOR *faxing application, also fax a copy of the contractor's license*

Name: CAPITAL PLUMBING License No: 112921 Exp. Date: _____
Mailing Address: 5 ELBERTA ST City: TAYLORS State/Zip: SC 29687
Phone No: 864 268-9883 Mobile: 864 423-2053 Fax No: 864 268-1010
Email: capitalplumbing@bellsouth.net

PERMIT INFORMATION

Charge for Issuing Permit			\$10.00
No. of Plumbing Fixtures: (Such as: kitchen sink, dishwasher, garbage disposal, hot water heater, washer, laundry sink, all bathroom fixtures, Interceptor including grease, sand oil, neutralizing tank, etc)		No. <u>18</u> @ \$2.50/ea.= <u>45.00</u>	\$ <u>45.00</u>
New House Sewer	___ YES ___ NO	\$5.00	\$
House Sewer, being replaced or repaired	___ YES ___ NO	\$5.00	\$
Septic Tank Connection		\$5.00	\$
Commercial/Industrial and Apartments - Storm Drains		\$0.20/lineal ft.	\$
TOTAL PLUMBING PERMIT FEE (MINIMUM FEE OF \$15.00 PER PERMIT)			\$ <u>50.00</u>

EXACT DIRECTIONS TO JOB SITE (from a main road): _____

Applications must be faxed to the Permit Application Center 48 hours in advance of permit pick up. For information regarding culverts, driveways, or encroachment permits, contact 467-7016 if the property is on a county road or 241-1224 if the property is on a state road.

The applicant hereby certifies and agrees as follows: 1) That he/she is authorized to make this application; 2) That he/she has read the above information and it is true and correct; 3) That he/she will comply with all County of Greenville ordinances, laws and regulations, all State and Federal Laws and regulations regulating the use of land and structures and the construction of structures; 4) That he/she will perform only the work outlined above at the property indicated above; 5) That he/she grants the right of entry to the property to the Building Official or employees of the County of Greenville for the purpose of inspections, and posting of notices. If any of the information supplied by the owner and/or owner's agent is incorrect, the permit may be revoked.

THIS PERMIT WILL BECOME INVALID WITHIN 6 MONTHS FROM DATE OF ISSUE IF: WORK HAS NOT COMMENCED, IF AN INSPECTION HAS NOT BEEN REQUESTED, OR IF WORK HAS BEEN SUSPENDED FOR A PERIOD OF 6 MONTHS.

This permit is permission to proceed with construction and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code and any other applicable laws or ordinances, nor shall the issuance of this permit prevent the Building Official from requiring correction of errors in construction documents or of violations of the Building Code of the County of Greenville, South Carolina.

DATE: 3-28-12 BY OWNER OR AUTHORIZED AGENT: [Signature]
Permit No: 12-1050 Cost of Permit: \$ 50.00

Customer prefers processed permit to be Emailed ☐ Faxed ☐ or picked up ☐

COUNTY OF GREENVILLE
301 UNIVERSITY RIDGE SUITE 4100
GREENVILLE, SC 29601
(864) 467-7060

AUTOMATED INSPECTION SYSTEM (864) 467-5660

Application Number 12-00001050 Date 3/28/12
Property Address 225 GREEN VALLEY DR
TAX MAP NUMBER 0481.00-04-025.03
TAX DISTRICT 312
Tenant nbr, name GREEN VALLEY COUNTRY CLUB
Application description COMMERCIAL - ALTERATION
Subdivision Name GREEN VALLEY
Property Use COMMON AREA
Property Zoning R-S - RES SUBURBAN
Application valuation 174000

Owner	Contractor
GREEN VALLEY COUNTRY CLUB	DURHAM GREENE INC.
225 GREEN VALLEY RD	2655 FARMS BRIDGE ROAD
GREENVILLE SC 296177016	RASLEY SC 29640
	(864) 859-3095

----- Structure Information INTERIOR -----

Setback distances cited below are those minimums established by Greenville County Zoning Ordinance/Land Development Regulations. Please be aware that properties may be subject to private deed restrictions and covenants in excess of those shown on this permit.

Construction Type IBC TYPE V B
Occupancy Type CHURCH/RECREATION/AMUSMEN
Flood Zone OUTSIDE FLWAY & FLELAIN
Other struct info PLAN LOCATION D6
SETBACK-FRONT RS
SETBACK-LEFT RS
OCCUPANCY LOAD 34.00
SETBACK-REAR RS
SETBACK-RIGHT RS
INTERIOR - SPRINKLERS YES

Permit PLUMBING
Additional desc
PHONE ACCESS CODE 2132140
Sub Contractor CAPITAL PLMG
Permit Fee 40.00 Plan Check Fee 00
Issue Date 3/28/12 Valuation 0
Expiration Date 9/24/12

Qty	Unit Charge	Per	Extension
12.00	2.5000 EA	BASE FEE	10.00
		PLUMB - FIXTURES	30.00

Special Notes and Comments
CORNER OF GREEN VALLEY RD AND SUNRISE
VALLEY RD
***INTERIOR WORK
***DAVID MCABER 294-0180
ZONING CONFIRMED RS/TA
T/S: 03/20/2012 03:44 PM ALNOMIKOS -
told dusyne greene plans need to be
at job site
CAPITAL PLUMBING NOT DOING LINEAL FT
ONLY FIXTURES/VM

JLB. mca

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	40.00	40.00	.00	.00
Plan Check Total	.00	.00	.00	.00
Grand Total	40.00	40.00	.00	.00

Validity of Permit: Every permit issued shall become invalid unless the work is commenced within 180 days from issuance, or if the work is suspended or abandoned for a period of 180 days. At a minimum a progress inspection must be requested to verify the continuance of the work within the 180-day period from the date of last inspection request.

ALL

COUNTY OF GREENVILLE
BUILDING SAFETY DIVISION
301 UNIVERSITY RIDGE STE 4100
GREENVILLE SC 29601

DATE: 3/28/12
TIME: 12:45:42

RECEIPT #: 0000144418
CASHIER: VMILLER

APPLICATION NBR: 12-00001050

ITEM DESCRIPTION	PAID
PERMIT FEES	40.00
TOTAL AMOUNT PAID:	40.00
PAYMENT TYPE: CREDIT CARD	

County of Greenville
Codes Enforcement
Codes Department

Date: 03/28/12 Time: 12:45
CREDIT CARD SALE

Card Data: ****9340 S
Tran Amount: 40.00
Approval Code: 060447
Clerk ID: VMILLER
Sales Tax: 0.00
Card Balance: 0.00
Record #: 010
Permit: 12-1050
Description: plumb
Table: 01

x 
BEN THRASHER

I agree to pay the above total amount
according to the card issuer agreement.

Merchant Copy

Greenville County

Greenville County Square
301 University Ridge, Suite 4100, Greenville SC 29601-3686
Phone (864) 467-7060 Fax (864) 467-7407
permits@greenvillecounty.org

ELECTRICAL PERMIT APPLICATION APPLICATION MUST BE COMPLETED PRIOR TO REQUESTING PERMIT

Date:	4/26/2011	Property Owner's	Greenville Valley City Club	Phone No.:	
Exact Address of Property:	225 Green Valley Dr	City:	Greenville	State/Zip	SC 29617
Subdivision Name:		Tax Map No.	6481.8D-69-025.03		
Please List Any Existing or Active Permit Numbers:		12-1050			
Electrical Contractor *faxing application, also fax a copy of the contractor's license*					
Company/Business Name: Family Taproot ELEC.					
Name:	Douglas E. LaPorte	License No.:	REE 337	Exp. Date:	06-30-13
Mailing Address:	224 B. S. Cooper Dr.	City:		State/Zip:	
Phone No.:	864-350-2167	Mobile No.:		Fax No.:	
Email:					

PERMIT INFORMATION PROVIDE NAME OF POWER CO.

		RESIDENTIAL	COMMERCIAL	
Charge for Issuing Permit				\$10.00
New Service:	No. of AMPS: (100 AMP minimum)	\$0.10/ea.	\$0.15/ea.	\$
	No. Of Branch Circuits	\$1.00/ea.	\$1.50/ea.	\$
Meter Replacement		\$5.00	\$5.00	\$
Service Change, Upgrade	No. of AMPS: ~~100~~ (100 AMP minimum)	\$0.15/ea.	\$0.15/ea.	\$
	No. Of Branch Circuits ~~30~~ 32	\$1.50/ea.	\$1.50/ea.	\$
Relocating Meter		\$5.00	\$5.00	\$
TOTAL ELECTRICAL PERMIT FEE (MINIMUM FEE OF \$15.00 PER PERMIT)				\$

EXACT DIRECTIONS TO JOB SITE (from a main road)

If property is in a zoned area of the County, zoning will be verified and all requirements will have to be met. This includes floodplain, road frontage, etc. For information regarding culverts, driveways, or encroachment permits, contact 467-7016 if the property is on a county road or 241-1224 if the property is on a state road.

Applications must be faxed to the Permit Application Center 48 hours in advance of permit pick up.

The applicant hereby certifies and agrees as follows: 1) That he/she is authorized to make this application; 2) That he/she has read the above information and it is true and correct; 3) That he/she will comply with all County of Greenville ordinances, laws and regulations, all State and Federal Laws and regulations regulating the use of land and structures and the construction of structures; 4) That he/she will perform only the work outlined above at the property indicated above; 5) That he/she grants the right of entry to the property to the Building Official or employees of the County of Greenville for the purpose of inspections, and posting of notices. If any of the information supplied by the owner and/or owner's agent is incorrect, the permit may be revoked.

THIS PERMIT WILL BECOME INVALID WITHIN 6 MONTHS FROM DATE OF ISSUE IF: WORK HAS NOT COMMENCED, IF AN INSPECTION HAS NOT BEEN REQUESTED, OR IF WORK HAS BEEN SUSPENDED FOR A PERIOD OF 6 MONTHS.

This permit is permission to proceed with construction and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code and any other applicable laws or ordinances, nor shall the issuance of this permit prevent the Building Official from requiring correction of errors in construction documents or of violations of the Building Code of the County of Greenville, South Carolina.

DATE: 04-20-12

BY OWNER OR AUTHORIZED AGENT: *[Signature]*

Permit No.:

Cost of Permit: \$

Customer prefers processed permit to be emailed ☐ faxed ☐ or picked up ☐

COUNTY OF GREENVILLE
301 UNIVERSITY RIDGE SUITE 4100
GREENVILLE, SC 29601
(864) 467-7060

AUTOMATED INSPECTION SYSTEM (864) 467-5660

Application Number 12-00001050 Date 4/20/12
Property Address 225 GREEN VALLEY DR
TAX MAP NUMBER 0481.00-04-025.03
TAX DISTRICT 367
Tenant nbr, name GREEN VALLEY COUNTRY CLUB
Application description COMMERCIAL - ALTERATION
Subdivision Name GREEN VALLEY
Property Use COMMON AREA
Property Zoning R-S - RES SUBURBAN
Application valuation 174000

Owner	Contractor
GREEN VALLEY COUNTRY CLUB	DURHAM GREENE INC.
225 GREEN VALLEY RD	2655 FARRS BRIDGE ROAD
GREENVILLE SC 296177016	EASLEY SC 29640
	(864) 859-3095

----- Structure Information INTERIOR -----
Setback distances cited below are those minimums established by Greenville County Zoning Ordinance/Land Development Regulations. Please be aware that properties may be subject to private deed restrictions and covenants in excess of those shown on this permit.

Construction Type	IBC TYPE V B	
Occupancy Type	CHURCH/RECREATION/AMUSMEN	
Flood Zone	OUTSIDE FLWAY & FLPLAIN	
Other struct info	PLAN LOCATION	D6
	SETBACK-FRONT	RS
	SETBACK-LEFT	RS
	OCCUPANCY LOAD	34.00
	SETBACK-REAR	RS
	SETBACK-RIGHT	RS
	INTERIOR - SPRINKLERS	YES

Permit ELECTRICAL
Additional desc
PHONE ACCESS CODE 2144285
Sub Contractor DOUGLAS TALBERT
Permit Fee 58.00 Plan Check Fee 00
Issue Date 4/20/12 Valuation 0
Expiration Date 10/17/12

Qty	Unit	Charge	Per	Extension
			BASE FEE	10.00
32.00	1.5000 EA		ELEC - COM SVC CHG #/CIRCUITS	48.00

Special Notes and Comments
CORNER OF GREEN VALLEY RD AND SUNRISE VALLEY RD
***INTERIOR WORK
***DAVID MCABEE 294-0180
ZONING CONFIRMED RS/TA
T/S: 03/20/2012 03:44 PM ALNOMIKOS -
told duayne greene plans need to be at job site
CAPITAL PLUMBING NOT DOING LINEAL FT ONLY FIXTURES/VM

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	58.00	58.00	.00	.00
Plan Check Total	.00	.00	.00	.00
Grand Total	58.00	58.00	.00	.00

Validity of Permit: Every permit issued shall become invalid unless the work is commenced within 180 days from issuance, or if the work is suspended or abandoned for a period of 180 days. At a minimum a progress inspection must be requested to verify the continuance of the work within the 180-day period from the date of last inspection request.

COUNTY OF GREENVILLE
BUILDING SAFETY DIVISION
301 UNIVERSITY RIDGE STE 4100
GREENVILLE SC 29601

DATE: 4/20/12
TIME: 15:17:50

RECEIPT #: 0000145140
CASHIER: VMILLER

APPLICATION NBR: 12-00001050

ITEM DESCRIPTION	PAID
PERMIT FEES	58.00

TOTAL AMOUNT PAID: 58.00

PAYMENT TYPE: CHECK

CHECK NBR: 000003344

COUNTY OF GREENVILLE
301 UNIVERSITY RIDGE SUITE 4100
GREENVILLE, SC 29601
(864) 467-7060

AUTOMATED INSPECTION SYSTEM (864) 467-5660

Application Number 12-00001817 Date 4/20/12
Property Address 225 GREEN VALLEY DR
TAX MAP NUMBER 0481.00-04-025.03
TAX DISTRICT 367
Tenant nbr, name GREEN VALLEY COUNTRY CLUB
Application description COMMERCIAL - ADDITION / NO SITE WORK
Subdivision Name GREEN VALLEY
Property Use COMMON AREA
Property Zoning R-S - RES SUBURBAN
Application valuation 24800

Owner

EA PROPERTIES LLC
140 TECHNOLOGY PL
LIBERTY SC 29657

Contractor

DURHAM GREENE INC.
2655 FARRS BRIDGE ROAD
EASLEY SC 29640
(864) 859-3095

----- Structure Information REPLACING PATIO WITH PATIO/AWNING -----
Setback distances cited below are those minimums established by Greenville
County Zoning Ordinance/Land Development Regulations. Please be aware that
properties may be subject to private deed restrictions and covenants in
excess of those shown on this permit.

Construction Type IBC TYPE V B
Occupancy Type RESTAURANT, NIGHTCLUB
Flood Zone OUTSIDE FLWAY & FLPLAIN
Other struct info PLAN LOCATION G10
SETBACK-FRONT RS
SETBACK-LEFT RS
SETBACK-REAR RS
SETBACK-RIGHT RS
INTERIOR - SPRINKLERS NO

Permit BUILDING COMMERCIAL
Additional desc
PHONE ACCESS CODE 2130698
Permit Fee 81.00 Plan Check Fee 40.50
Issue Date 4/20/12 Valuation 24800
Expiration Date 10/17/12

Qty	Unit Charge	Per	Extension
		BASE FEE	15.00
22.00	3.0000 THOU	COST \$3001 TO \$50K	66.00

Special Notes and Comments
GP12-1017: 14.5 ACRE GOLF COURSE REHA
IS EXEMPT FROM TPP..TA
CORNER OF GREEN VALLEY RD AND SUNRISE
VALLEY RD
***DEMO EXISTING. PATIO/REPLACE WITH
AWNING***
***DAVID MCABEE 294-0180
ZONING CONFIRMED RS/TA
ZONING CONFIRMED RS/TA
BIN G10
***BUILDING ONLY

JLB. McA

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	81.00	81.00	.00	.00
Plan Check Total	40.50	40.50	.00	.00
Grand Total	121.50	121.50	.00	.00

Validity of Permit: Every permit issued shall become invalid
unless the work is commenced within 180 days from issuance,
or if the work is suspended or abandoned for a period of 180
days. At a minimum a progress inspection must be requested
to verify the continuance of the work within the 180-day
period from the date of last inspection request.

COUNTY OF GREENVILLE
BUILDING SAFETY DIVISION
301 UNIVERSITY RIDGE STE 4100
GREENVILLE SC 29601

DATE: 4/20/12
TIME: 12:41:07

RECEIPT #: 0000145131
CASHIER: VMILLER

APPLICATION NBR: 12-00001817

ITEM DESCRIPTION	PAID
PLAN CHECK FEES	40.50
PERMIT FEES	81.00
TOTAL AMOUNT PAID:	121.50
PAYMENT TYPE: CHECK	
CHECK NBR: 000025554	

Greenville County

Greenville County Square
301 University Ridge, Suite 4100, Greenville SC 29601-3686
Phone (864) 467-7060 Fax (864) 467-7407
permits@greenvillecounty.org

MECHANICAL PERMIT APPLICATION FOR COMMERCIAL APPLICATION MUST BE COMPLETED PRIOR TO REQUESTING PERMIT

Date: 2 APR 12 Property Owner's Name: GREENVALE COUNTRY CLUB Phone No: _____
Exact Address of Property: 225 GREENVALE RD City: GREENVILLE State/Zip: SC
Subdivision Name: _____ Tax Map No: _____

MECHANICAL CONTRACTOR *faxing application, also fax a copy of the contractor's license*
Name: AM MECHANICAL INC License No: M106127 Exp. Date: _____
Mailing Address: PO BOX 22 City: LIBERTY State/Zip: SC 29657
Phone No: 252-845-9103 Mobile No: 420-4470 Fax No: 252-845-9103
Email: miles@ammechanicalinc.com
If a Commercial Project, please include Building Permit No: _____

PERMIT INFORMATION

PROVIDE NAME OF GAS COMPANY

Charge for Issuing Permit				\$15.00
Heating or Power Boilers, Incinerators, Warm-Air Furnaces (Oil, electrical and gas-fired) to be based on input firing rate:	Up to 200,000 BTU per hour	No. <u>2</u>	\$31.00 / ea.	\$
	200,000 BTU per hour and up	No. _____	\$46.50 / ea.	\$
Heat pump or package unit (up to 5 tons)		No. _____	\$50.00 / ea.	\$
Gas Water Heaters (Charge for each)		No. _____	\$15.50 / ea.	\$
Unit, Space, Wall, Duct Heaters or VAV units (Charge for each)	Units up to 200,000 BTU	No. _____	\$18.50 / ea.	\$
	200,000 BTU per hour and up	No. _____	\$23.00 / ea.	\$
Gas logs, Thru Wall Units, Prefab fireplace (charge per each)		No. _____	\$18.50 / ea.	\$
Refrigeration - Walk-in cooler, freezers and other equipment - 1 ton and up		No. _____	\$20.00 / ea.	\$
Air Conditioner or Chiller	Units up to 5 tons	No. <u>2</u>	\$19.00 / ea.	\$
Additional Tonnage for All systems	Per ton over 5 tons	No. _____ (Over 5 ea.)	\$1.75 / ton	\$
Range Hood, Exhaust Systems and Dryers (charge for each)		No. _____	\$24.00 / ea.	\$
Piping, Gas, Hydronic or Conversion from Propane to Natural Gas		No. _____	\$23.00 / ea.	\$
Minimum mechanical permit or Duct Work Only			\$23.00	\$
TOTAL MECHANICAL PERMIT FEE				\$

EXACT DIRECTIONS TO JOB SITE: Hwy 25 towards TRAVELLERS REST, LEFT ON ROE FORA RD, RT ON GREENVALE RD

Applications must be faxed to the Permit Application Center 48 hours in advance of permit pick up. For information regarding culverts, driveways, or encroachment permits, contact 467-7016 if the property is on a county road or 241-1224 if the property is on a state road.

The applicant hereby certifies and agrees as follows: 1) That he/she is authorized to make this application; 2) That he/she has read the above information and it is true and correct; 3) That he/she will comply with all County of Greenville ordinances, laws and regulations, all State and Federal Laws and regulations regulating the use of land and structures and the construction of structures; 4) That he/she will perform only the work outlined above at the property indicated above; 5) That he/she grants the right of entry to the property to the Building Official or employees of the County of Greenville for the purpose of inspections, and posting of notices. If any of the information supplied by the owner and/or owner's agent is incorrect, the permit may be revoked.

THIS PERMIT WILL BECOME INVALID WITHIN 6 MONTHS FROM DATE OF ISSUE IF: WORK HAS NOT COMMENCED, IF AN INSPECTION HAS NOT BEEN REQUESTED, OR IF WORK HAS BEEN SUSPENDED FOR A PERIOD OF 6 MONTHS.

This permit is permission to proceed with construction and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code and any other applicable laws or ordinances, nor shall the issuance of this permit prevent the Building Official from requiring correction of errors in construction documents or of violations of the Building Code of the County of Greenville, South Carolina.

DATE: 30 APRIL 2012 BY OWNER OR AUTHORIZED AGENT: [Signature]
Permit No: _____ Cost of Permit: \$ _____

Customer prefers processed permit to be Emailed ☐ Faxed ☐ or picked up ☐

H:\P Wright\Forms\Commercial Mechanical Application\March - 2011

COUNTY OF GREENVILLE
301 UNIVERSITY RIDGE SUITE 4100
GREENVILLE, SC 29601
(864) 467-7060

AUTOMATED INSPECTION SYSTEM (864) 467-5660

Application Number 12-00001050 Date 4/30/12
Property Address 225 GREEN VALLEY DR
TAX MAP NUMBER 0481.00-04-025.03
TAX DISTRICT 367
Tenant nbr, name GREEN VALLEY COUNTRY CLUB
Application description COMMERCIAL - ALTERATION
Subdivision Name GREEN VALLEY
Property Use COMMON AREA
Property Zoning R-S - RES SUBURBAN
Application valuation 174000

Owner Contractor
GREEN VALLEY COUNTRY CLUB DURHAM GREENE INC.
225 GREEN VALLEY RD 2655 FARRS BRIDGE ROAD
GREENVILLE SC 296177016 EASLEY SC 29640
(864) 859-3095

----- Structure Information INTERIOR -----
Setback distances cited below are those minimums established by Greenville
County Zoning Ordinance/Land Development Regulations. Please be aware that
properties may be subject to private deed restrictions and covenants in
excess of those shown on this permit.

Construction Type IBC TYPE V B
Occupancy Type CHURCH/RECREATION/AMUSEMEN
Flood Zone OUTSIDE FLWAY & FLPLAIN
Other struct info PLAN LOCATION D6
SETBACK-FRONT RS
SETBACK-LEFT RS
OCCUPANCY LOAD 34.00
SETBACK-REAR RS
SETBACK-RIGHT RS
INTERIOR - SPRINKLERS YES

Permit MECHANICAL
Additional desc 4TN/3TN/AC / GAS PK
PHONE ACCESS CODE 2148658
Sub Contractor A M MECHANICAL INC
Permit Fee 115.00 Plan Check Fee 00
Issue Date 4/30/12 Valuation 0
Expiration Date 10/27/12

Qty	Unit	Charge	Per	Extension
			BASE FEE	15.00
2.00	31.0000	EA	MECH - FURNACE COMM UNDER 200K	62.00
2.00	19.0000	EA	MECH - CONDENSORS COMM <5 TONS	38.00

Special Notes and Comments
CORNER OF GREEN VALLEY RD AND SUNRISE
VALLEY RD
***INTERIOR WORK
***DAVID MCABEE 294-0180
ZONING CONFIRMED RS/TA
T/S: 03/20/2012 03:44 PM ALNOMIKOS -
told duayne greene plans need to be
at job site
CAPITAL PLUMBING NOT DOING LINEAL FT
ONLY FIXTURES/VM

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	115.00	115.00	.00	.00
Plan Check Total	.00	.00	.00	.00
Grand Total	115.00	115.00	.00	.00

Validity of Permit: Every permit issued shall become invalid
unless the work is commenced within 180 days from issuance,
or if the work is suspended or abandoned for a period of 180
days. At a minimum a progress inspection must be requested
to verify the continuance of the work within the 180-day
period from the date of last inspection request.

COUNTY OF GREENVILLE
BUILDING SAFETY DIVISION
301 UNIVERSITY RIDGE STE 4100
GREENVILLE SC 29601

DATE: 4/30/12
TIME: 16:06:27

RECEIPT #: 0000145434
CASHIER: ALNOMIKOS

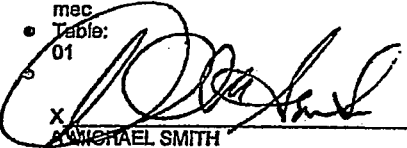
APPLICATION NBR: 12-00001050

ITEM DESCRIPTION	PAID
PERMIT FEES	115.00
TOTAL AMOUNT PAID:	115.00
PAYMENT TYPE: CREDIT CARD	

• County of Greenville
Codes Enforcement
Codes Department

•
• Date: 04/30/12 Time: 16:23
• CREDIT CARD SALE
•

• Card Data:
****0151 S
• Tran Amount:
115.00
• Approval Code:
030357
• Clerk ID:
ANOMIKOS
• Sales Tax:
0.00
• Card Balance:
0.00
• Record #:
002
• Permit:
12 1050
• Description:
mec
• Table:
01

X 
MICHAEL SMITH
I agree to pay the above total amount
according to the card issuer agreement.

•
•
•
• Merchant Copy

COUNTY OF GREENVILLE
BUILDING SAFETY DIVISION
301 UNIVERSITY RIDGE STE 4100
GREENVILLE SC 29601

CERTIFICATE OF USE AND OCCUPANCY
P E R M A N E N T

Issue Date -6/29/12

Parcel Number 0481.00-04-025.03
Property Address 225 GREEN VALLEY DR
GREENVILLE SC 29617
Subdivision Name GREEN VALLEY

Legal Description GREEN VALLEY DR LT 25.3

Property Zoning R-S - RES SUBURBAN
Construction type IBC TYPE V B
Flood Zone OUTSIDE FLWAY & FLPLAIN
Edition of code INTERNATIONAL CODES 2006
Occupancy type RESTAURANT, NIGHTCLUB
Occupancy load 00
Interior Sprinklers NO
Tenant Number/Name GREEN VALLEY COUNTRY CLUB
Application Descr GREEN VALLEY COUNTRY CLUB/PATIO-CANOPY ADDITIO

Contractor: DURHAM GREENE INC.
2655 FARRS BRIDGE ROAD
EASLEY SC 29640

Owner: EA PROPERTIES LLC
140 TECHNOLOGY PL
LIBERTY SC 29657

Application number . . . 12-00001817 001 001
Description of Work . . . COMMERCIAL - ADDITION / NO SITE WORK
Special conditions . . .
***2012 PATIO/CANOPY ADDITION

Approved John B. McLeod /Building Official
Herb Yingling /Deputy Building Official

Approved Zoning Administrator

The described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

THIS CERTIFICATE VOID UNLESS OFFICIAL SEAL AFFIXED
AND SIGNED BY BUILDING OFFICIAL

A24

COUNTY OF GREENVILLE
BUILDING SAFETY DIVISION
301 UNIVERSITY RIDGE STE 4100
GREENVILLE SC 29601

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Issue Date 6/06/12
Parcel Number 0481.00-04-025.03
Property Address 225 GREEN VALLEY DR
GREENVILLE SC 29617
Subdivision Name GREEN VALLEY
Legal Description GREENVALLEY DR LT 25.3
Property Zoning R-S - RES SUBURBAN
Construction type IBC TYPE V B
Flood Zone OUTSIDE FLWAY & FLPLAIN
Edition of code INTERNATIONAL CODES 2006
Occupancy type BUSINESS
Occupancy load 34.00
Interior Sprinklers YES
Tenant Number/Name GREEN VALLEY COUNTRY CLUB
Application Descr GREEN VALLEY COUNTRY CLUB

Contractor:

DURHAM GREENE INC.
2655 FARRS BRIDGE ROAD
EASLEY SC 29640

Owner:

GREEN VALLEY COUNTRY CLUB
225 GREEN VALLEY RD
GREENVILLE SC 296177016

Application number 12-00001050 001 001
Description of Work COMMERCIAL - ALTERATION
Special conditions
Maximum Occupant Load 34 persons

Approved

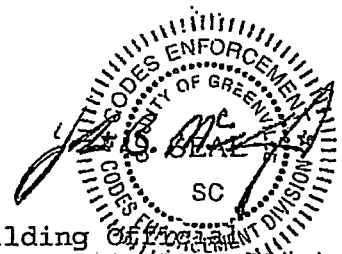
John B. McLeod /Building Official
Herb Yingling /Deputy Building Official

Approved

Zoning Administrator

The described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

THIS CERTIFICATE VOID UNLESS OFFICIAL SEAL AFFIXED
AND SIGNED BY BUILDING OFFICIAL



A25

Certificate of Counsel

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.



David Hill Keller (S.C. Bar #3345)
Turner, Padget, Graham & Laney, P.A.
Post Office Box 1509
Greenville, SC 29202
(864) 552-4622
Attorney for Appellants

October 20, 2017

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