

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM  
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission Decision

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Appellate Case No. 2016-001497

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Ignacio Rodriguez .....Employee, Claimant, Respondent,

v.

Robert T. Pierson d/b/a Robert T. Pierson Constr. Co., Employer, and  
ABC Care, Inc., Employers, Respondents,

and

South Carolina Uninsured Employers' Fund, Property & Casualty  
Insurance Co. of Hartford, Carriers, Defendants

Of which Property and Casualty Insurance Co. of Hartford., is the .....Appellant.

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RECORD OF APPEAL

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**SC Court of Appeals**

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**APPELLATE PANEL**  
**DECISION AND ORDER**  
**OF THE FULL**  
**SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION**  
**WCC FILE NO. 1320141**

IGNACIO RODRIGUEZ,

EMPLOYEE,  
CLAIMANT/RESPONDENT,

V.

ROBERT T. PIERSON, D/B/A ROBERT PIERSON CONSTRUCTION, CO., ET. AL.  
EMPLOYER,

AND

PROPERTY AND CASUALTY INSURANCE COMPANY OF HARTFORD,  
CARRIER,  
APPELLANT,

AND/OR

THE SOUTH CAROLINA UNINSURED EMPLOYERS FUND,  
DEFENDANT/RESPONDENT.

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Appellant Panel Review held in Columbia,  
South Carolina on February 22, 2016 per notices  
timely and properly served on all parties of interest.  
Appellate Panel Decision and Order filed  
June 20, 2016

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**APPEARANCES:**

Claimant/Respondent represented by  
William H. Ehliès, Esq. of Greenville, South Carolina

Employer/Respondent represented by  
Randall Scott Hiller, Esq. of Greenville, South Carolina

South Carolina Uninsured Employers Fund, Defendant/Respondent, represented by  
David Hill Keller, Esq. of Greenville, South Carolina

Property Casualty Insurance Company of Hartford, Defendant/Appellant, represented by  
David M. Padgett, Esq. of Greenville, South Carolina

### STATEMENT OF THE CASE

This matter comes before the Full South Carolina Workers' Compensation Commission based on the Petition of the Property and Casualty Insurance Company of Hartford appealing the Order of Commissioner Aisha Taylor dated July 30, 2015. It appears from the record that the Claimant suffered an injury by accident on or about December 23, 2013. He suffered injuries to various body parts, including his mouth, left leg, left knee, left arm, left hip, back and neck.

At the hearing before Commissioner Taylor, various issues were presented by the parties. The issues can be summarized as follows: (1) That Pierson Construction was the Employer, and because Robert Pierson is the owner of the company, he would have had no more than three employees and Pierson Construction would not be subject to the South Carolina Workers' Compensation Act; (2) That ABC Care, Inc. was the primary employer and Pierson was an Employee of ABC Care, Inc. and, therefore, there were four or more employees in South Carolina making ABC Care, Inc. subject to The Act and the Property and Casualty Insurance Company of Hartford is potentially responsible for their claim; (3) That ABC Care, Inc. was the Employer and the individual who hired the Claimant, Mr. Chavez was an contractor himself. rather than an Employee of ABC Care, Inc. giving ABC only three employees in South Carolina and being, therefore, not subject to The Act; (4) That Hartford is not responsible for benefits even if ABC Care, Inc. was the employer, because ABC Care, Inc. was not in the trade, business or occupation of construction and Hartford only insured ABC Care, Inc. and its employees in the State of Maryland.

In Commissioner Taylor's Order she made the following Findings of Fact and Conclusions of Law:

1. That ABC Care, Inc. is a nonprofit corporation providing day care services, based out of Maryland.

2. That part of ABC Care, Inc.'s business includes running summer camps in various locations within and outside the State of Maryland, including South Carolina.

3. That ABC Care, Inc. purchased land on Lake Keowee in South Carolina for the purpose of constructing a home which would be used to house children and counselors during various camps in South Carolina.

4. That Robert Pierson is the owner and sole proprietor of Pierson Construction Company.

5. That Robert Pierson is also a salaried employee of ABC Care, Inc. and in that capacity oversees facilities and facilities construction.

6. That Pierson is also a non-voting board member of ABC Care, Inc.

7. That Pierson hired Francisco Chavez as an employee to construct a home on Lake Keowee on behalf of ABC Care, Inc.

8. That at some point during this construction, Mr. Chavez requested additional help and was given authorization by Pierson to hire Ignacio Rodriguez and Francisco Bello.

9. That although all paychecks were written from Robert Pierson Construction, Pierson testified that all of the paychecks and all of the checks written by him on Robert Pierson Construction checks were reimbursed dollar for dollar by ABC Care, Inc. and were based on hours worked by each employee.

10. That all construction permits and all governmental documents related to this job confirm that the owner, operator and builder of the house located on Lake Keowee was ABC

Care, Inc.

11. The preponderance of the evidence, therefore, does not support that Chavez or the Claimant were contractors or employees of Robert Pierson Construction, but rather that ABC Care, Inc. was their employer.

12. That at the time of the Claimant's injury, ABC Care, Inc. had four employees in South Carolina: Robert Pierson, Francisco Chavez, Francisco Bello, and Ignacio Rodriguez, (the Claimant), and was, therefore, subject to Title 42.

13. That the APA submissions of the parties show that the Claimant received an injury by accident on or about December 23, 2013.

14. That on that date, the Claimant was picked up by Pickens County EMS and transported to Greenville Health System.

15. That the history at GHS indicates that the Claimant fell from a 22 foot high roof and was transported with a cervical collar and backboard.

16. That the Claimant was referred to Dr. Scott Watson, who diagnosed Claimant with a left femoral shaft fracture and a left lateral condyle elbow fracture.

17. That Dr. Watson recommended surgery for Claimant's leg and also recommended that while he was under anesthesia, that the left condyle elbow fracture be repaired through open reduction and internal fixation.

18. That during surgery, the surgeon discovered Claimant's left knee was also injured in the fall.

19. That the treating surgeon, Dr. Finley, however, deferred the lateral condylar repair pending a CT Scan.

20. After CT Scan was obtained, Claimant also underwent an open reduction and

internal fixation of his left elbow at the hand of Dr. Kyle Jeray.

21. On January 2, 2014 Claimant was released from GHS and referred to Roger C. Peace Hospital for physical therapy and rehabilitation.

22. The Claimant is not at maximum medical improvement and is in need of additional medical services for injured body parts, including but not limited to his mouth, left leg, left knee, left arm, left hip, back, and neck.

23. That the Claimant's average weekly wage is \$480.00 giving him a compensation rate of \$320.02.

#### CONCLUSIONS OF LAW

1. That Ignacio Rodriguez, Employee/Claimant, and ABC Care, Inc., and Property and Casualty Insurance Company of Hartford are subject to and bound by the terms and provisions of Title 42 of the South Carolina Code of Laws Annotated.

2. That Robert T. Pierson, d/b/a Robert T. Pierson Construction and the South Carolina Uninsured Employers Fund for purposes of this claim, are not subject to the terms and provisions of Title 42 and are not proper parties to this action.

3. That pursuant to §42-1-160, the Claimant suffered an injury by accident arising out of and in the course of his employment with ABC Care, Inc. on or about December 23, 2013.

4. That pursuant to §42-1-130, the Claimant, Ignacio Rodriguez, was an employee of ABC Care, Inc. at the time of his injury by accident.

5. That pursuant to §42-1-360, the Employer, ABC Care, Inc., had four employees regularly employed in the same business and occupation during the relevant period surrounding the date of Claimant's injury by accident.

6. That pursuant to §42-1-360, the Employer, ABC Care, Inc. was subject to and

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

7. That pursuant to §42-5-20, the Employer, ABC Care, Inc. was insured for workers' compensation purposes by Property and Casualty Insurance Company of Hartford, by virtue of (1) Hartford's own admission that it had covered other employees in the State of South Carolina previously; and (2) that the policy of workers' compensation insurance has an All States' endorsement that covers South Carolina.

8. That pursuant to §42-15-60, the Claimant has not achieved maximum medical improvement and is entitled to ongoing medical care and treatment, to be provided by ABC Care, Inc. and its Carrier, The Hartford, for all injured body parts, aforesaid.

9. That pursuant to §42-9-10, the Claimant has been temporarily and totally disabled since the date of this accident, December 23, 2013 and is entitled to temporary total disability compensation payments from the date of his injury and continuing until further Order of this Commission or agreement of the parties, at the compensation rate of \$320.02.

10. That pursuant to §42-1-360, Robert T. Pierson, d/b/a Robert Pierson Construction Company is not a proper party to this action and is not subject to the jurisdiction of the South Carolina Workers' Compensation Commission, and, therefore is dismissed from this action with prejudice.

11. That pursuant to §42-1-360 and §42-7-200, because ABC Care, Inc. is the Employer, subject to and bound by the provisions of Title 42, and because they are insured for workers' compensation purposes in South Carolina by Property and Casualty Insurance Company of Hartford, the Uninsured Employers Fund is not a proper party to this action and is, therefore, dismissed from this action with prejudice.

Commissioner Taylor therefore Found and Ordered that ABC Care, Inc. was the

employer and held its carrier, The Hartford, responsible for paying the claimant temporary total disability compensation at the rate of \$320.02 per week commencing December 23, 2013 and continuing until further Order of the Commission or agreement of the parties. She further Ordered the Employer, ABC Care, Inc. and its carrier, The Hartford, to provide ongoing medical care and treatment to the Claimant for all injured body parts and Found and Ordered that Robert T. Pierson, d/b/a Robert T. Pierson Construction Co., and the South Carolina Uninsured Employers Fund were not proper parties to the action.

By way of appeal, The Hartford asserts that ABC Care, Inc. was not the employer of the claimant and that even if they were, Hartford was not liable for payments under Title 42 because the "ALL STATES" endorsement did not cover employees outside of the state of Maryland and also did not cover employees for any work other than the normal work of a daycare facility. The panel has reviewed the entire evidence of the claim including APA Submissions, the transcript of record, the positions of the parties, the briefs of all the parties, and the oral argument held on February 22, 2016.

The evidence in this case fully supports the determination of Commissioner Taylor that Robert Pierson was an employee of ABC Care, Inc. and in that capacity as a board member and as a facilities manager, he undertook a building project on behalf of ABC Care, Inc. to include the actual procuring of building permits and certificates of insurance on behalf of ABC Care, Inc. He personally hired three additional employees to assist him in the project and although the employees were paid with Pierson Construction Co. checks, nonetheless, Pierson was reimbursed dollar for dollar by ABC Care, Inc. as a "pass-through." There is a valid and unrefuted reason in the record for the payment of these individuals by virtue of the inability of those individuals to cash checks issued by ABC Care, Inc. because ABC Care Inc.'s bank had no branches outside of

Maryland, while Pierson Construction Co. had an account with BB&T, which has branches in South Carolina. Pierson was the paid facilities manager of ABC Care, Inc., a direct employee of ABC and a member of its board. In that capacity, he obtained various permits on behalf of ABC Care, Inc. for the purpose of constructing a residential building which would be used for multiple purposes by ABC Care, Inc. to include housing employees during anticipated summer camps in the area and potentially obtaining rental income for ABC Care, Inc. In his capacity as facilities manager for ABC Care, Inc., he hired three employees, Francesco Chavez, Francisco Bello, and the claimant.

While it is not required that any traditional tests be used exclusively to determine employment status, nonetheless, the Commission, as a matter of course, looks at four factors which would serve as a means for analyzing a work relationship. Shatto v. McLeod Regional Medical Center, 406 SC 470, 753 SE2d 416 (2013). Further, any doubts as to a worker's status are to be resolved in favor of including the worker under the terms of the Workers' Compensation Act. Poch v. Bayshore Concrete Products, Inc., 405 SC 359, 747 SE2d 757 (2013).

The ultimate issue is the issue of control. Shatto. The four factors that the Commission and Courts looked at to determine the relationship as a whole are: (1) Direct evidence of right to exercise control; (2) Furnishing of tools and/or equipment; (3) Method of payment; and (4) Right to fire. The evidence in this case is more than sufficient to meet the requirements of Shatto. In this case, Pierson directed the actual operation on behalf of ABC Care, Inc. There were no actual blueprints and therefore Pierson did drawings and sent regular text messages in order to ensure that the workers knew exactly what they were to accomplish. While it appears that a concrete mixer may have been furnished by Chavez, according to the testimony, all of the other tools,



equipment and items used in the actual construction, including construction materials, were provided by ABC Care, Inc. and/or Mr. Pierson. The employees were paid on an hourly basis and their hours were kept track of by Chavez who turned in the time sheets to Pierson for all three employees on a weekly basis. Pierson then wrote the checks to the workers based on the number of hours worked and was reimbursed directly by ABC, Care, Inc., the same company that had sent him to South Carolina for the purpose of constructing the building where claimant was injured. Finally, the undisputed testimony was that Chavez could fire workers, but in order to do so he was required to first consult with Pierson.

It is the further opinion and decision of the Full Commission Panel that the insurance policy in this matter, from the Hartford, insuring ABC Care, Inc. in the State of Maryland was a valid policy of insurance in the State of South Carolina because of the "ALL STATES" endorsement to the policy as follows: "Part 3 of this policy applies to the states, if any, listed here: ALL STATES *EXCEPT* ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE." (Emphasis added) (Hartford APA Pg. 4) Part 3 of the policy applies to "workers' compensation insurance."

Contrary to the argument of Hartford in their brief the case of Deanhardt v. Neal C. Deanhardt Masonry Contractors, 298 SC 244, 379 SE2d 776 (Ct. App. 1989) does not apply to this case. The Deanhardt case involves subject matter jurisdiction as it relates to the procuring of insurance with an ALL STATES endorsement and becoming subject to Title 42 when the employer does NOT have four or more employees in South Carolina under Section 42-1-360 (2). While the employee in Deanhardt did claim the employer had four or more employees in this state, both the Commission, and the Courts determined they did not. Therefore, the Court determined that having an "ALL STATES" endorsement was insufficient to bring someone

under the Act who was not already subject to the jurisdiction of the Workers' Compensation Commission by virtue of having four or more employees.

The preponderance of the evidence is clear that ABC Care, Inc. was the employer of at least four individuals in the State of South Carolina and was, therefore, subject to the South Carolina Workers' Compensation Act pursuant to South Carolina Code of Laws Annotated §42-1-360(2). The Full Commission Panel, therefore, fully affirms and adopts the Findings of Fact and Conclusions of Law and Order of Commissioner Taylor in her Order dated July 30, 2015. See, Baldwin v. James River Corp., 304 S.C. 485, 405 SE2d 421 (Ct. App. 1991).

Further, the Full Commission notes that the Order of Commissioner Taylor clearly addresses the issue of whether ABC Care, Inc. was in the trade, business or occupation of construction in her Findings of Fact and Conclusions of Law. However, the Full Commission specifically makes the following Findings of Fact:

#### **FINDINGS OF FACT**

1. That the claimant was an employee of ABC Care, Inc and was subject to the South Carolina Workers' Compensation Act by virtue of having four or more employees in the State of South Carolina in the same trade, business and/or occupation.
2. That ABC Care, Inc. undertook specifically to do construction in the State of South Carolina including the site where claimant was injured.
3. That Robert Pierson was an employee and non-voting board member of ABC Care, Inc. who was directed by the board to undertake construction projects including the Lake Keowee project upon which the claimant was injured.
4. That, therefore, the board specifically brought construction projects within the ambit of the trade, business and/or occupation of ABC Care, Inc.

### **CONCLUSIONS OF LAW**

1. That pursuant to §42-1-130 the claimant, Ignacio Rodriguez, was an employee of ABC Care, Inc. on the date of his injury by accident;
2. That pursuant to §42-1-360 the employer, ABC Care Inc., which was subject to the South Carolina Worker's Compensation Act by virtue of having four or more in the State of South Carolina employees in the same trade, business and/or occupation. specifically undertook construction projects including the Lake Keowee project on which the claimant was injured as part of its trade, business or occupation by a vote of the board of directors directing Robert Pierson to obtain appropriate permits and build a house as described hereinabove for ABC Care, Inc.

### **ORDER**

**NOW, THEREFORE, IT IS ORDERED** that the Findings of Fact and Conclusions of Law and Order of Commissioner Taylor in her Order dated July 30, 2015 should be and hereby are fully affirmed by the unanimous vote of the Full Commission panel.

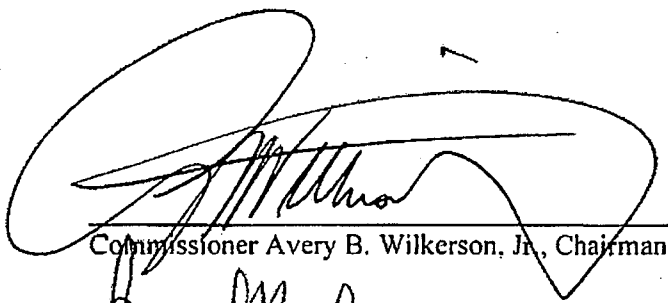
**IT IS FURTHER ORDERED** that the defendants ABC Care, Inc. and their insurance carrier, the Property and Casualty Insurance Company of Hartford are subject to and bound by the terms and provisions of Title 42.

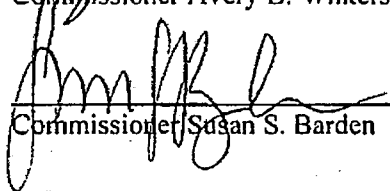
**IT IS FURTHER ORDERED** that the defendants ABC Care, Inc. and Property and Casualty Insurance Company of Hartford shall provide benefits to the claimant including temporary total disability compensation and ongoing medical care and treatment as outlined in the Order of Commissioner Taylor and pursuant to §42-15-60 for so long as such care, in the opinion of the treating physician and the Commission, shall tend to reduce the claimant's period of disability.

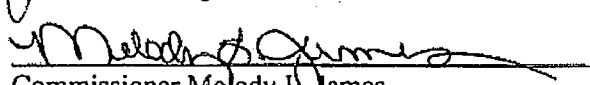
**IT IS FURTHER ORDERED** that Robert T. Pierson, d/b/a Pierson Construction Co. and the South Carolina Uninsured Employers Fund are improper parties to this action and are hereby dismissed as parties hereto.

**IT IS FURTHER ORDERED** that the claimant shall be started on a temporary total disability compensation running award at the rate of \$320.02 per week pursuant to the Order of Commissioner Taylor and §42-9-260 until further Order of this Commission or agreement of the parties.

**SO ORDERED.**

  
Commissioner Avery B. Wilkerson, Jr., Chairman

  
Commissioner Susan S. Barden

  
Commissioner Melody L. James

**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 June 20, 2016**

neil 7/30/15

BEFORE THE  
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION  
WCC FILE NO. 1320141

Ignacio Rodriguez,

Employee/Claimant,

vs.

Robert T. Pierson, d/b/a Robert T. Pierson  
Construction; ABC Care Inc.,

Employers,

Property Casualty Company of Hartford,

Carrier,

and South Carolina Uninsured Employers' Fund  
Defendants.

ORDER

HEARING:

January 20, 2015  
Greenville, South Carolina

APPEARANCES:

William H. Ehliès, Esquire of Greenville,  
South Carolina for Claimant

Randall Scott Hiller, Esquire of Greenville,  
South Carolina for ABC Care, Inc. and  
Robert T. Pierson, d/b/a. Robert T. Pierson  
Construction

David M. Padgett, Esquire of Greenville,  
South Carolina for the Hartford Insurance  
Company

David Hill Keller, Esquire of Constangy,  
Brooks, Smith, & Prophete, LLP, of  
Greenville, South Carolina for the South  
Carolina Uninsured Employers' Fund

PURPOSE OF HEARING:

To determine issues as set forth in Forms 50  
and 51

DECISION AND ORDER:

Commissioner Aisha Taylor

FILED:

July 27, 2015

Statement of The Case

A hearing was held in the above-referenced matter on Tuesday, January 20, 2015 in Greenville, South Carolina. Present at the call of the case were the Claimant and his attorney, William H. Ehliens. Also present were Robert T. Pierson owner of Robert T. Pierson Construction and his attorney, Randal Scott Hiller. David Hill Keller, attorney for the South Carolina Uninsured Employers' Fund and David M. Padgett, attorney for Hartford Insurance Company were also present.

At the outset of the hearing the narrative medical reports and documents submitted by the parties in their APA submissions were entered into evidence under the Administrative Procedures Act without objections.

The parties further stipulated the purpose of the hearing was to determine if the South Carolina Workers' Compensation Commission had subject matter jurisdiction over this claim and if so, whether the Carrier and/or Unqualified Self Insurer was responsible to pay benefits to the Claimant. However, the parties conceded the Commission has jurisdiction to determine jurisdiction. It was further stipulated that venue was proper in Greenville County. The parties further stipulated that the date of accident was December 23, 2013 and that the Claimant's average weekly wage and compensation rate were contested.

The parties also jointly submitted the depositions of the Claimant and Mr. Pierson into evidence without objection. The various positions of the parties primarily involved who the employer was, and whether the employer had four or more employees employed in South Carolina, making that employer subject to the South Carolina Workers' Compensation Act. The

positions presented to the undersigned are summarized as follows: (1) that Pierson Construction was the Employer and because Pierson is the owner the company would have had only three employees and would not be subject to the act; (2) that ABC was the primary Employer and that Pierson was an employee of ABC Care, Inc. and therefore there were four or more employees in South Carolina making ABC Care, Inc. subject to The Act and the Hartford Insurance Company as their Carrier, responsible for the claim; (3) that ABC Care, Inc. was the Employer and the individual who hired the Claimant, Mr. Chavez, was a contractor himself, rather than an employee of ABC giving ABC only three employees in South Carolina and being, therefore, not subject to The Act; (4) That the Hartford is not responsible for benefits even if ABC Care, Inc. was the Employer, because the Hartford only insured ABC Care, Inc. in the State of Maryland.

As moving party, the Claimant testified first. The Claimant is a native Spanish speaker, but speaks and understands English. Nonetheless, an interpreter, Emily Alfonzo, was present in the event she was needed.

The Claimant testified he was 37 years of age with a date of birth July 31, 1977 and is a legal United States resident. He had previously been the superintendent of a carpet plant in Waco, Texas, but moved to South Carolina in December of 2013 to be closer to his family.

The Claimant briefly described his accident which he had described at length in his deposition which is part of the record. The accident involved falling off of a roof. The Claimant injured his mouth, left arm, left leg and left knee, left hip, back and neck.

The Claimant testified that he was injured on December 23, 2013. He testified he had been hired by Francesco Chavez to work for Mr. Pierson. Chavez told the Claimant that he would be paid on an hourly basis by Pierson. When he arrived at the jobsite construction had already begun. He testified Pierson sent text messages to Chavez about the work being done,

and that Mr. Pierson would come to the jobsite about every two weeks. The Claimant testified Chavez did not speak English and Pierson did not speak Spanish and therefore Chavez's wife, Melynda, would interpret for the two of them. The Claimant testified that he personally knew Pierson sent multiple e-mails giving direction for the construction project to Chavez. He testified to his knowledge no formal blueprints were ever made, but that Mr. Pierson directed Mr. Chavez on exactly how to build the house in question.

The Claimant testified he had no tools or equipment and all of these were provided by Pierson. There was a concrete mixer provided by Chavez, but to his knowledge, everything else was provided by Pierson. He testified Pierson had a storage unit near the jobsite where he stored various items. A picture of the storage unit was entered into evidence without objection. The Claimant testified that Pierson kept tools and equipment including a Bobcat and a trencher and he supplied all of the construction materials to the jobsite. The Claimant testified he was paid every week with a Pierson Construction check and that these checks varied due to hours worked. He testified Chavez did not pay him, but that Pierson did. He also testified he provided Social Security information and INS documents to Pierson who made copies of all of his government documents. He also testified he rode to the jobsite on a regular basis in Pierson's van. At the time of his injury, there were three employees on the job site, the Claimant, Chavez, and another worker hired by Chavez, Francisco Bello.

On cross-examination by Mr. Padgett, the Claimant agreed that Chavez brought a cement mixer to the jobsite. However, the Claimant testified he felt he had worked for Pierson although Chavez actually gave him instructions. He testified Chavez had two vehicles; a van and a truck, and that he believed the van belonged to Pierson. He also testified he had never heard of ABC until after his accident occurred.



On cross-examination by Mr. Hiller, the Claimant testified by the time he got to the jobsite the foundation of the house was already laid. He reiterated he was hired by Chavez who told him Pierson was looking for workers for this particular jobsite. He testified he started working on the job before he ever met Pierson. He testified he thought during the period of time he worked there that Pierson came to the jobsite at least four times. He testified sometimes Pierson would stay and sometimes he would leave but agreed that Chavez was the person that directed him on what specifically he was to do on a day to day basis. The Claimant further testified he visited the jobsite before he was hired and saw an excavator on the jobsite. He also testified Chavez told him Pierson owned all of the tools. He testified anytime he saw Pierson on the jobsite that Chavez was also there. He testified that the date of his injury, Monday, December 23, 2013, he was on the job for about two hours when he fell. He testified Chavez and Bello were there when he fell and that they witnessed the accident.

For pay purposes, Chavez would write down the number of hours each employee worked and would provide those numbers to Pierson who would then write a check for the number of hours worked. The Claimant also testified Chavez brought checks to him each week and also supplied him with a Form 1099. Both the checks and the 1099 were from Pierson Construction.

On cross-examination by Mr. Keller, the Claimant testified Chavez worked on the jobsite as did all the rest of them and that Chavez drove him to the jobsite every day.

The Claimant next called Francesco Chavez who testified through an interpreter. Chavez testified he is 51 years of age and lives in Walhalla with his wife and two children. His wife is Melynda who was present at the hearing. He testified he did general framing and

carpentry work and also worked as a construction foreman for building the current job in question for Mr. Pierson. He testified he had experience in building houses from the ground up including putting in the footing.

He testified he met Pierson through a friend and started working with him on this project not long thereafter. He testified when he first went to the jobsite, it was a wooded residential lot. He and Mr. Pierson went out to the lot and laid out where the house was going to be and he received all of his orders from Pierson regarding building on the site. He testified Pierson showed him a paper that had a drawing with room sizes printed on it, but there were never any formal plans or blueprints. Pierson told Chavez which trees to cut and how to position the house. Chavez testified he and all the other employees were paid by the hour by Mr. Pierson. Chavez testified he kept track of the employees' hours in a small notebook and turned this over to Mr. Pierson once per week. He testified when he first started the job, he was the only person there and he had no help in clearing the lot. He testified he cleared the lot with chainsaws which were given him by Pierson and he used Pierson's trencher to lay out the foundation based on the drawing provided by Pierson. He testified when it became obvious the job was getting too big for one man, he hired the Claimant and another worker, Francisco Bello. Chavez testified he told Pierson he was going to need to hire extra people and Pierson advised him to keep track of their hours in a notebook.

Chavez testified he talked to Pierson daily. He also testified the tools, the chainsaw, the compressor, the nail gun, handsaws, trencher, and Bob Cat all belonged to Pierson and were provided to him by Pierson. He also used Pierson's van to travel to and from the jobsite and used that van for storage. He testified he still works for Pierson fairly regularly

and that Pierson does not provide him with a vehicle currently. It was revealed in subsequent testimony that Pierson gave Chavez a pick-up truck after the house job concluded because he valued Chavez's working abilities.

Chavez testified on the date of the Claimant's injury, the Claimant was on the roof. There were boards on the roof and a scaffold. However, one of the boards on the scaffold broke causing the Claimant to fall to the ground. Chavez testified that the scaffold belonged to a friend of his, not Pierson. He testified after the accident happened, he immediately called Pierson and reported the injury.

On cross-examination by Mr. Padgett, Chavez testified the house was finished approximately five months prior to the hearing in this matter and that he (Chavez), worked on Pierson's personal house in the same subdivision. The house where the Claimant fell is also a residential home. Chavez also testified he could have "fired" Rodriguez if he was not doing a good job and that any of the individuals could have left at any time and gone to another job. He also testified he had never worked with Rodriguez before this happened, but that Rodriguez was recommended by a friend of his.

On cross-examination by Mr. Hiller, Chavez testified he was in charge of the day-to-day operations and he told the other two employees what to do. Pierson did not tell him what hours to work, when to start or stop, etc. but if he needed anything he could and often did call Pierson.

On cross-examination by Mr. Keller, Chavez testified he hired Rodriguez and Bello and the paychecks for all three of them came from Pierson, and were Pierson Construction Company checks.

On re-direct examination by Mr. Ehli, Chavez testified the drawing he received with the dimensions of the house came directly from Mr. Pierson. The drawings were given to him by Mr. Pierson at the start of the project. Pierson did not ask for a bid, but agreed to pay each individual by the hour. Chavez testified he considered himself an employee of Pierson and he considered the other two individuals to be employees of Pierson. He also confirmed Pierson had bought a truck for him so that he could get to work, primarily doing additional jobs for Mr. Pierson.

On re-cross-examination by Mr. Hiller, Chavez testified he and Pierson directed the job. He primarily directed Rodriguez and testified that if he had fired Rodriguez it would have to have been with Pierson's agreement.

Chavez's wife, Melynda then testified. She testified she had been involved in conversations between her husband and Pierson when the job started. She testified her husband did not speak English well and would often ask her to explain/translate for him what Pierson wanted from conversations, texts, etc. She testified her husband had never been a contractor on any job and was always an employee. She testified he was paid by the hour with a check on this particular job, received a Form 1099 from Pierson Construction Company. She testified her husband was not autonomous, but needed to get instructions from Pierson and she interpreted about 1/3 of those conversations for her husband. She also testified concerning a storage unit owned by Pierson and testified that it contained, wood, boxes, a generator and various boat items as well as construction tools. She testified the van that Chavez drove to and from the jobsite had numerous tools in it and the van and tools were all provided by Pierson.

When the job started getting too big for Chavez to handle, Melynda testified she called Pierson and asked if Chavez could hire two other individuals. She testified Pierson gave his permission and as far as she knew, they would be employees of Pierson. She testified they were definitely not her husband's employees.

On cross-examination by Mr. Hiller, Melynda testified she had never discussed her testimony with him prior to the hearing and had actually been called as a witness by Mr. Ehli. She also testified Rodriguez often drove her husband to and from work in the van that Pierson owned.

The Claimant then called Robert Pierson. Pierson testified his name was Robert Pierson and he resides in Maryland. Pierson went over the facts of the case and how ABC Care decided to build a house in Sunset, South Carolina on the lake. He testified that the decision was made in conjunction with the board at ABC Care, Inc. Pierson is employed as the facilities director for ABC Care, Inc. and his wife is the executive director. He testified that he makes approximately \$20,000 per year as facilities manager and that he also owns a construction company, Pierson Construction. He testified his wife makes in excess of \$200,000 per year as executive director of ABC Care, Inc. which is a non-profit organization.

The house where the injury occurred was owned and operated by ABC Care, Inc. He took out all of the licenses in the name of ABC Care, Inc. and purchased all materials on an ABC Care, Inc. credit card. He testified his job was to oversee the construction of the house for ABC, although he admitted he was not a licensed contractor in the state of South Carolina at the time of this project. He has subsequently remedied that omission and is now licensed in South Carolina. Pierson testified he was also a non-voting member of the board of ABC

Care, Inc. as well as its facilities manager. However, it was determined it would be a conflict of interest for him to be a voting member of the board since his wife is executive director.

He testified ABC was the actual contractor for the job in question. He testified he had a long conversation with an individual named Mr. Oates who was the insurance agent for ABC Care, Inc. in Maryland. He testified he went over the details of this project with Oates including the fact that he was not licensed in South Carolina and that ABC Care, Inc. was the contractor. He testified he told Oates the entire situation on at least two occasions and was ensured by Oates that for purposes of this project, all insurance coverages were in place. He further talked to an individual named Abner who he knew in South Carolina and Abner gave him Chavez's name. He noted some of the prior testimony both of the Claimant, Chavez, and Chavez's wife was incorrect in that Chavez owned and brought to the worksite, a large number of tools. He also testified concerning the way in which the individuals on the site were paid. He testified that he paid them with Pierson Construction Company checks because he was not a signee of ABC Care, Inc. checks. Further, ABC Care, Inc. did not have a branch of its bank in South Carolina and Pierson Construction did.

When he made payments to the employees at the jobsite, requests for reimbursement were immediately submitted to ABC and he was reimbursed dollar for dollar for the amount paid to the employees. There was no profit for Pierson Construction Company in these checks that he wrote. He testified that payments to the employees were merely a dollar for dollar "pass through."

As far as checks to these individuals were concerned, he reiterated he did not want to pay them with ABC Care, Inc. checks because ABC Care Inc.'s bank, the National Bank of Maryland does not have a branch anywhere in South Carolina. Because of the fact that it

would have been difficult for his workers to have gotten the checks cashed, he wrote the checks on the Pierson Construction bank account which was held through BB&T, a bank that has multiple branches in South Carolina.

He testified he wrote checks to Chavez for whatever hours Chavez reported. As they added employees, Pierson started writing individual checks to each worker, because writing one check to Chavez for all three would have been too large to easily cash. Pierson testified the plan was for ABC Care, Inc. to eventually franchise their childcare business on the entire east coast. He testified they wanted to start something in Seneca, South Carolina because they were already familiar with the area and had roots there. He also testified that the particular childcare business run by ABC Care, Inc. had no competition in the vicinity. He testified the house was being built for the employees of ABC Care, Inc. to be used during the summer and was being built to save money when ABC Care, Inc. Employees were present for a summer camp in Seneca. He testified that ABC Care, Inc. had purchased a house in Maryland for the same purpose and desired to build one in South Carolina because the board determined that it would be cheaper to build a house than to provide room and board to employees during the summer camp.

Pierson testified that at the time the Claimant's injury occurred, there were no other direct employees of ABC Care, Inc. except himself, doing house building or doing any other building under Pierson Construction Company. He testified ABC Care, Inc. had 50-70 employees most of whom were in Maryland. All of the individuals who work in similar jobs to the Claimant were issued a 1099. In this case, the 1099 was issued by Pierson because technically Pierson paid them although he reiterated he was reimbursed dollar for dollar by

ABC Care, Inc. Pierson himself got a 1099 from ABC Care, Inc. which he was able to deduct as a pass through expense.

On cross-examination by Mr. Hiller, Pierson testified subcontracts were contracted for plumbing, air-conditioning, and electrical as well as some other items. Each of those subcontractors was responsible for his own employees and his own individual licensing. All permits were signed by Pierson as facility manager and as an employee of ABC Care Inc., however. Pierson further testified Mr. Oates did not anticipate his having employees in South Carolina. He anticipated that everything would be subcontracted and he specifically testified he did not personally hire Rodriguez. He testified, however, Chavez hired Rodriguez, although this was with Pierson's permission. He agreed the hiring of Rodriguez and Bello was based on his authority and all the employees had to be run by him first before Chavez could actually hire them. He testified there were no more than three employees on the jobsite at any given time.

On cross-examination by Mr. Ehliess, Pierson went back over the building permit status and the fact that ABC Care, Inc. was listed as the contractor on all permits. The testimony in the matter then concluded.

Numerous documents were further submitted by Defendant, Robert T. Pierson. These include a certificate of insurance issued to Francisco Chavez showing he had liability but not workers' compensation insurance, a declaration page of an insurance policy issued to ABC Care Inc. on the South Carolina project which includes various insurance coverages titled "Builders Risk Coverage", but not workers' compensation, a printout showing 1099s issued by Robert Pierson Construction to Francisco Chavez, Ignacio Rodriguez, and Francisco Bello, copies of checks involved in the project, documents collected by Pierson for the purposes of I-9



compliance, a tax bill on the South Carolina property addressed to ABC Care, Inc., a loan document addressed to ABC Care, Inc. regarding the South Carolina property, a permit application to Pickens County for building of the South Carolina property in the name of ABC Care, Inc. signed by Robert Pierson as Director of Facilities, and an owner's/builder's disclosure statement signed by Robert T. Pierson on behalf of ABC Care, Inc. as Director of Facilities. Finally, the file contains a memorandum from Mr. Padgett, attorney for Hartford Insurance stating "Admittedly, coverage may have been provided to employees of ABC Care, Inc. that were performing childcare/day services in South Carolina under Part 3 of the (Hartford) policy."

The APA submissions of Hartford contain a copy of a workers' compensation insurance policy for ABC Care, Inc. indicating that the state covered was Maryland. The policy does contain an All States' endorsement with excludes North Dakota, Iowa, Washington, and Wyoming. The South Carolina Workers' Compensation Commission coverage department file contains a document filled out by Robert T. Pierson on February 27, 2014 in which he states Ignacio Rodriguez was the employee of a subcontractor who had been contracted by Robert T. Pierson. It specifically states that Pierson is the employee of ABC Care and that ABC Care has workers' compensation insurance, as noted above through The Hartford. The document filled out by Pierson further states ABC Care, Inc. was the owner and builder of the South Carolina project although it does deny the Claimant was an employee of Pierson or ABC, Inc.

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

#### FINDINGS OF FACT

1. That ABC Care, Inc. is a nonprofit corporation providing day care services, based out of Maryland.
2. That part of ABC Care, Inc.'s business includes running summer camps in various locations within and outside the State of Maryland, including South Carolina.

3. That ABC Care, Inc. purchased land on Lake Keowee in South Carolina for the purpose of constructing a home which would be used to house children and counselors during various camps in South Carolina.

4. That Robert Pierson is the owner and sole proprietor of Pierson Construction Company.

5. That Robert Pierson is also a salaried employee of ABC Care, Inc. and in that capacity oversees facilities and facilities construction.

6. That Pierson is also a non-voting board member of ABC Care, Inc.

7. That Pierson hired Francisco Chavez as an employee to construct a home on Lake Keowee on behalf of ABC Care, Inc.

8. That at some point during this construction, Mr. Chavez requested additional help and was given authorization by Pierson to hire Ignacio Rodriguez and Francisco Bello.

9. That although all paychecks were written from Robert Pierson Construction, Pierson testified that all of the paychecks and all of the checks written by him on Robert Pierson Construction checks were reimbursed dollar for dollar by ABC Care, Inc. and were based on hours worked by each employee.

10. That all construction permits and all governmental documents related to this job confirm that the owner, operator and builder of the house located on Lake Keowee was ABC Care, Inc.

11. The preponderance of the evidence, therefore, does not support that Chavez or the Claimant were contractors or employees of Robert Pierson Construction, but rather that ABC Care, Inc. was their employer.

12. That at the time of the Claimant's injury, ABC Care, Inc. had four employees in South Carolina: Robert Pierson, Francisco Chavez, Francisco Bello, and Ignacio Rodriguez, (the

Claimant), and was, therefore, subject to Title 42.

13. That the APA submissions of the parties show that the Claimant received an injury by accident on or about December 23, 2013.

14. That on that date, the Claimant was picked up by Pickens County EMS and transported to Greenville Health System.

15. That the history at GHS indicates that the Claimant fell from a 22 foot high roof and was transported with a cervical collar and backboard.

16. That the Claimant was referred to Dr. Scott Watson, who diagnosed Claimant with a left femoral shaft fracture and a left lateral condyle elbow fracture.

17. That Dr. Watson recommended surgery for Claimant's leg and also recommended that while he was under anesthesia, that the left condyle elbow fracture be repaired through open reduction and internal fixation.

18. That during surgery, the surgeon discovered Claimant's left knee was also injured in the fall.

19. That the treating surgeon, Dr. Finley, however, deferred the lateral condylar repair pending a CT Scan.

20. After CT Scan was obtained, Claimant also underwent an open reduction and internal fixation of his left elbow at the hand of Dr. Kyle Jeray.

21. On January 2, 2014 Claimant was released from GHS and referred to Roger C. Peace Hospital for physical therapy and rehabilitation.

22. The Claimant is not at maximum medical improvement and is in need of additional medical services for injured body parts, including but not limited to his mouth, left leg, left knee, left arm, left hip, back, and neck.

23. That the Claimant's average weekly wage is \$480.00 giving him a compensation

rate of \$320.02.

#### CONCLUSIONS OF LAW

1. That Ignacio Rodriguez, Employee/Claimant, and ABC Care, Inc., and Property and Casualty Company of Hartford are subject to and bound by the terms and provisions of Title 42 of the South Carolina Code of Laws Annotated.

2. That Robert T. Pierson, d/b/a Robert T. Pierson Construction and the South Carolina Uninsured Employers Fund for purposes of this claim, are not subject to the terms and provisions of Title 42 and are not proper parties to this action.

3. That pursuant to §42-1-160, the Claimant suffered an injury by accident arising out of and in the course of his employment with ABC Care, Inc. on or about December 23, 2013.

4. That pursuant to §42-1-130, the Claimant, Ignacio Rodriguez, was an employee of ABC Care, Inc. at the time of his injury by accident.

5. That pursuant to §42-1-360, the Employer, ABC Care, Inc., had four employees regularly employed in the same business and occupation during the relevant period surrounding the date of Claimant's injury by accident.

6. That pursuant to §42-1-360, the Employer, ABC Care, Inc. was subject to and bound by the terms and provisions of Title 42 of the South Carolina Code of Laws Annotated.

7. That pursuant to §42-5-20, the Employer, ABC Care, Inc. was insured for workers' compensation purposes by Property and Casualty Company of Hartford, by virtue of (1) Hartford's own admission that it had covered other employees in the State of South Carolina previously; and (2) that the policy of workers' compensation insurance has an All States' endorsement that covers South Carolina.

8. That pursuant to §42-15-60, the Claimant has not achieved maximum medical improvement and is entitled to ongoing medical care and treatment, to be provided by ABC

Care, Inc. and its Carrier, The Hartford, for all injured body parts, aforesaid.

9. That pursuant to §42-9-10, the Claimant has been temporarily and totally disabled since the date of this accident, December 23, 2013 and is entitled to temporary total disability compensation payments from the date of his injury and continuing until further Order of this Commission or agreement of the parties, at the compensation rate of \$320.02.

10. That pursuant to §42-1-360, Robert T. Pierson, d/b/a Robert Pierson Construction Company is not a proper party to this action and is not subject to the jurisdiction of the South Carolina Workers' Compensation Commission, and, therefore is dismissed from this action with prejudice.

11. That pursuant to §42-1-360 and §42-7-200, because ABC Care, Inc. is the Employer, subject to and bound by the provisions of Title 42, and because they are insured for workers' compensation purposes in South Carolina by Property and Casualty Company of Hartford, the Uninsured Employers Fund is not a proper party to this action and is, therefore, dismissed from this action with prejudice.

#### ORDER

**IT IS THEREFORE ORDERED** that the Employer, ABC Care, Inc., and its Carrier, The Property and Casualty Company of Hartford shall pay temporary total disability compensation to the Claimant at the rate of \$320.02 commencing December 23, 2013 and continuing until further Order of the Commission or agreement of the parties.

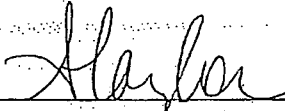
**IT IS FURTHER ORDERED** that the Employer, ABC Care, Inc., and its Carrier, The Property and Casualty Company of Hartford, shall provide ongoing medical care and treatment to the Claimant for all injured body parts, aforesaid.

**IT IS FURTHER ORDERED** that Robert T. Pierson d/b/a, Robert T. Pierson Construction Company, and the South Carolina Uninsured Employers' Fund are improper parties

to this action and are dismissed with prejudice.

**IT IS FURTHER ORDERED** that no hearing costs are assessed in this matter.

**SO ORDERED.**



Commissioner Aisha Taylor

#### **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).

July 30, 2015

By: Renee Smith, Administrative Assistant to Commissioner Taylor

South Carolina Workers' Compensation Commission  
1333 Main Street, Suite 500 • Post Office Box 1715  
Columbia, South Carolina 29202-1715  
(803) 737-5723 [www.wcc.sc.gov](http://www.wcc.sc.gov)



WCC File #: 1320141  
Carrier File #: \_\_\_\_\_  
Carrier Code #: \_\_\_\_\_  
Employer FEIN #: \_\_\_\_\_

Claimant's Name: Ignacio Javier Rodriquez SSN: 590-86-2850 Employer's Name: Robert Pierson dba Robert T Pierson Construction/Pierson Homs LLC  
Address: 1429 W. Main St. Address: 1820 Vaihalla Drive  
City: West Union State: SC Zip: 29696 City: Finksburg State: MD Zip: 21048  
Home Phone: ( ) Work Phone: ( ) Insurance Carrier: Main Street Assurance Company

Preparer's Name: William H. Ehlers Law Firm: William H. Ehlers, PA Preparer's Phone #: (864) 232 - 3503

A claim for workers' compensation benefits is made based on the following grounds:

Date of Injury or Illness: 12/23/2013

☒ Injury ☐ Illness ☐ Repetitive Trauma ☐ Occupational Disease ☐ Physical Brain Injury ☐ Concurrent Jurisdiction

1. The claimant sustained an injury to left arm, left knee, left hip, back - multiple body parts (Part(s) of Body Injured) on 12/23/2013 (Month/Day/Year) in Pickens county, state of South Carolina.  
2. Body part(s) affected are: Whole Body

Briefly describe how the accident occurred. Claimant fell approx. 25 ft from a wallboard to the ground.

3. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.  
4. The relationship of employer and employee existed at the time of injury.  
5. At the time of the injury the claimant was performing services arising out of and in the course of employment.

6. Notice of the accidental injury was given to the Employer on 12/23/2013 (Month/Day/Year) in the following manner: by phone call to Robert Pierson

☒ 7. Due to injury, the claimant is in need of (check one):

☒ (a) medical examination and treatment for: left arm, back, left hip, left knee, and other medical treatment that is determined necessary

☐ (b) additional medical examination and treatment for: \_\_\_\_\_

☒ 8. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of: 12/23/2013

☒ 9. Due to the injury, the Claimant has permanent disability of the following nature and extent (check one):

☐ (1) General Disability: ☐ Total ☐ Partial ☐ (2) Specific Disability: ☐ Total ☐ Partial ☐ (3) Wage Loss

9a. ☐ A determination of permanent disability is premature at this time.

☒ 10. Due to the injury, the Claimant has a serious bodily disfigurement consisting of: Surgical scarring

10a. At the time of the injury, the Claimant was paid weekly wages of \$ Form 20 requested, and demands accounting of days worked and wages earned as provided by law.

10b. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident: none- claimant is unable to work

11. Further grounds or unusual aspects of claim: \_\_\_\_\_

11a. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident.  
Greenville Hospital System, 701 Grove Road, Greenville, SC

11b. To the best of your knowledge, did you have any prior permanent disability? no  
If yes, describe: \_\_\_\_\_

12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.

☐ 13a. I am filing a claim. I am not requesting a hearing at this time.

14. Estimated time needed for hearing: 1 hour

☒ 13b. I am requesting a hearing. A \$25 fee is required.

☒ Mediation

- ☐ a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.  
☒ b. Mediation is required pursuant to Reg. 67-1802.  
☐ c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.  
☐ d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to [mediation@wcc.sc.gov](mailto:mediation@wcc.sc.gov).

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to Robert T Pierson dba Robert T. Pierson Construction, 1820 Vaihalla Dr., Finksburg, MD 21048 and to Lisa C. Glover WC Uninsured Employers Fund, PO Box 210039, Columbia, SC 29221-0039 on the 1st day of July 2014, by ☒ first class postage ☐ certified mail ☐ personal service.

I verify the contents of this form are accurate and true to the best of my knowledge.

William H. Ehlers

Attorney at Law  
Title

[bank@ehlerslaw.com](mailto:bank@ehlerslaw.com)  
Email

July 1, 2014  
Date

Preparer's Signature  
Questions about the use of this form should be directed to the Claims Department at 803.737.5723. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615 as well as Reg. 67-1801. WCC Form # 50  
Revised 7/13

50

Employee's Notice of Claim and/or  
Request for Hearing

South Carolina Workers' Compensation Commission  
1333 Main Street, Suite 500  
P.O. BOX 1715  
Columbia, SC 29202-1715  
(803) 737-5675 www.wcc.sc.gov



WCC File #: 1320141  
Carrier File #: YKT74810C  
Carrier Code #: \_\_\_\_\_  
Employer FEIN #: \_\_\_\_\_

Claimant's Name: Ignacio Javier Rodriguez SSN: 590-86-2850 Employer's Name: ABC Care  
Address: 1429 W. Main Street Address: 2815 Patapsco Road  
City: West Union State: SC Zip: 29696 City: Finksburg State: MD Zip: 21048  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Insurance Carrier: Property & Casualty Insurance Co. of Hartford  
Preparer's Name: David M. Padgett Law Firm: Willson Jones Carter & Baxley, P.A. Preparer's Phone #: (864) 272-2668

Date of Injury or Illness: 12/23/2013

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

1. It is ☐ Admitted ☒ Denied the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are: Defendants deny the Employee/Employer relationship.
2. It is ☐ Admitted ☒ Denied both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are: \_\_\_\_\_
3. It is ☐ Admitted ☒ Denied the relationship of employer and employee existed at the time in question. The reasons for denial are: \_\_\_\_\_
4. It is ☐ Admitted ☒ Denied at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are: \_\_\_\_\_
5. It is ☐ Admitted ☒ Denied notice of injury was given the employer. The reasons for denial are: \_\_\_\_\_
6. It is ☐ Admitted ☒ Denied the employee ☐ Needs ☐ Is Entitled to Additional medical care as a result of injury or illness. The reasons for denial are: \_\_\_\_\_
7. It is ☐ Admitted ☒ Denied the employee is entitled to temporary total disability for the period(s) of : \_\_\_\_\_
8. It is ☐ Admitted ☒ Denied the employee is permanently disabled. The reasons for denial are: \_\_\_\_\_
9. It is ☐ Admitted ☒ Denied the employee has serious disfigurement \_\_\_\_\_
10. It is contended that an average weekly wage of \$ [TO BE PROVIDED] applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are: \_\_\_\_\_  
Defendants reserve the right to amend and to assert defenses as they become aware of them.

☐ Mediation

- ☐ a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.
- ☐ b. Mediation is required pursuant to Reg. 67-1802.
- ☐ c. Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.
- ☐ d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to [mediation@wcc.sc.gov](mailto:mediation@wcc.sc.gov).

I certify that I have served this document pursuant to R.67-212 by delivering a copy to: William H. Ehlers, II, 310 Mills Ave., Suite 201 Greenville, SC 29605  
Name & Address  
and Judicial Director, SC WCC, P.O. Box 1715, Columbia, SC 29202 on the 17th day of October, 2014, by ☒ first class mail ☐ personal service ☐ certified mail.  
I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature

Attorney for the Employer/Insurer  
Title

[dmpadgett@wjlaw.net](mailto:dmpadgett@wjlaw.net)  
Email

10/28/2014  
Date

Certifier, Kellie J. Bobo

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Refer to R. 67-1801 for mediation. Questions about the use of this form may be directed to the Commission's Judicial Department at 803-737-5675 or [jud@wcc.sc.gov](mailto:jud@wcc.sc.gov) or [mediation@wcc.sc.gov](mailto:mediation@wcc.sc.gov). Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

WCC Form # 51  
Revised 07/12

51

Employer's Answer to Request for Hearing



South Carolina Workers' Compensation Commission  
1333 Main Street, Suite 500  
P.O. BOX 1715  
Columbia, SC 29202-1715  
803-737-5675 www.wcc.sc.gov



|                  |           |
|------------------|-----------|
| WCC File #:      | 1320141   |
| Carrier File #:  | YKT74810C |
| Carrier Code #:  |           |
| Employer FEIN #: |           |

Claimant's Name: Ignacio Javier Rodriguez SSN: 590-86-2850 Employer's Name: ABC Care  
Address: 1429 W. Main Street Address: 2815 Patapsco Road  
City: West Union State: SC Zip: 29696 City: Finksburg State: MD Zip: 21048  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Insurance Carrier: Property & Casualty Insurance Co. of Hartford  
Preparer's Name: David M. Padgett Law Firm: Willson Jones Carter & Baxley, P.A. Preparer's Phone #: (864) 272-2668

### REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☐ Claimant ☒ Hartford only (check one) Date of Injury or Illness: 12/23/2013

The undersigned makes application for review of the findings of the Commissioner in the above-captioned case. The request for review is based on the following grounds: (State the grounds of your appeal in the form of questions presented. Each question presented must contain a concise statement of one proposition of law or fact. Refer to evidence by title and exhibit number. Use additional pages if necessary).

See Attached.

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

☐ Mediation

☐ Mediation is requested by consent of the Parties pursuant to Reg. 67-1803.

Questions regarding mediation may be submitted to [mediation@wcc.sc.gov](mailto:mediation@wcc.sc.gov).

I certify that I have served this document pursuant to R.67-212 by delivering a copy to: William H. Ehliel, II, Esq., William H. Ehliel, II, PA, 310 Mills Ave., Suite 201,  
Name & Address  
Greenville, SC 29605, David H. Keller, Jr., Esq., Constangy Brooks & Smith, LLP, 110 W. North Street, Suite 150, Greenville, SC 29601; Randall S. Hiller, Esq., PO Box 1716,  
850-B Wade Hampton Blvd., Greenville, SC 29602, Ellen S. Goodwin, Esq., SC Uninsured Employers' Fund, PO Box 102100, Columbia, SC 29221-5000 and Judicial Director,  
SC WCC, P.O. Box 1715, Columbia, SC 29202 on the 7th day of August, 2015 by ☒ first class mail ☐ personal service ☐ certified mail.

Preparer's Signature: [Signature] Attorney for Defendants: dmpadgett@wilaw.net 08/13/2015  
Title: \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_\_

Check this box if you are not represented by an attorney ☐

Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or [appeals@wcc.sc.gov](mailto:appeals@wcc.sc.gov).

If the claimant appeals and is not represented by counsel, the Judicial Department will properly serve this form pursuant to Reg. 67-607 C. Pursuant to Reg. 67-205 and Reg. 701, the appeal must be postmarked no later than 14 days from the date of service of the Decision and Order of the Hearing Commissioner along with the filing fee. Attach a Form 32, if you are unable to pay the filing fee. Refer to Reg. 67-211 and Reg. 67-701 through 711.

WCC Form # 30  
Revised 7/13

30

REQUEST FOR COMMISSION REVIEW

1. Whether the Single Commissioner erred in finding "that ABC Care, Inc. is a nonprofit corporation providing day care services, based out of Maryland?" (See Finding of Fact #1.)
  2. Whether the Single Commissioner erred in finding "that part of ABC Care, Inc.'s business includes running summer camps in various locations within and outside the State of Maryland, including South Carolina?" (See Finding of Fact #2.)
  3. Whether the Single Commissioner erred in finding "that ABC Care, Inc. purchased land on Lake Keowee in South Carolina for the purpose of constructing a home which would be used to house children and counselors during various camps in South Carolina?" (See Finding of Fact #3.)
  4. Whether the Single Commissioner erred in finding "that Robert Pierson is the owner and sole proprietor of Pierson Construction Company?" (See Finding of Fact #4.)
  5. Whether the Single Commissioner erred in finding "that Robert Pierson is also a salaried employee of ABC Care, Inc. and in that capacity oversees facilities and facilities construction?" (See Finding of Fact #5.)
  6. Whether the Single Commissioner erred in finding "that Pierson is also a non-voting board member of ABC Care, Inc.?" (See Finding of Fact #6.)
  7. Whether the Single Commissioner erred in finding "That Pierson hired Francisco Chavez as an employee to construct a home on Lake Keowee on behalf of ABC Care, Inc.?" (See Finding of Fact #7.)
  8. Whether the Single Commissioner erred in finding "that at some point during this construction, Mr. Chavez requested additional help and was given authorization by Pierson to hire Ignacio Rodriguez and Francisco Bello?" (See Finding of Fact #8.)
  9. Whether the Single Commissioner erred in finding "that although all paychecks were written from Robert Pierson Construction, Pierson testified that all of the paychecks and all of the checks written by him on Robert Pierson Construction checks were reimbursed dollar for dollar by ABC Care, Inc. and were based on hours worked by each employee?" (See Finding of Fact #9.)
  10. Whether the Single Commissioner erred in finding "that all construction permits and all governmental documents related to this job confirm that the owner, operator and builder of the house located on Lake Keowee was ABC Care, Inc.?" (See Finding of Fact #10.)
  11. Whether the Single Commissioner erred in finding that "the preponderance of the evidence, therefore, does not support that Chavez or the Claimant were contractors or employees of Robert Pierson Construction, but rather that ABC, Inc. was their employer?" (See Finding of Fact # 11.)
- 
12. Whether the Single Commissioner erred in finding "that at the time of Claimant's injury, ABC Care, Inc. had four employees in South Carolina: Robert Pierson, Francisco Chavez, Francisco Bello, and Ignacio Rodriguez (the Claimant), and was, therefore, subject to Title 42?" (See Finding of Fact #12.)

Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or [appeals@wcc.sc.gov](mailto:appeals@wcc.sc.gov).

If the claimant appeals and is not represented by counsel, the Judicial Department will properly serve this form pursuant to Reg. 67-607 C. Pursuant to Reg. 67-205 and Reg. 701, the appeal must be postmarked no later than 14 days from the date of service of the Decision and Order of the Hearing Commissioner along with the filing fee. Attach a Form 32, if you are unable to pay the filing fee. Refer to Reg. 67-211 and Reg. 67-701 through 711.

13. Whether the Single Commissioner erred in finding "that the APA submissions of the parties show that the Claimant received an injury by accident on or about December 23, 2013?" (See Finding of Fact #13.)
14. Whether the Single Commissioner erred in finding that "the Claimant is not at maximum medical improvement and is in need of additional medical services for injured body parts, including but not limited to his mouth, left leg, left knee, left arm, left hip, back, and neck?" (See Finding of Fact #22.)
15. Whether the Single Commissioner erred in finding "that the Claimant's average weekly wage is \$480.00 giving him a compensation rate of \$320.02?" (See Finding of Fact #23.)
16. Whether the Single Commissioner erred in concluding as a matter of law "that Ignacio Rodriguez, employee\Claimant, and ABC Care, Inc., and Property & Casualty Company of Hartford are subject to and bound by the terms and provisions of Title 42 of the South Carolina Code of Laws Annotated?" (See Conclusion of Law #1.)
17. Whether the Single Commissioner erred in concluding as a matter of law "that Robert T. Pierson, d/b/a Robert T. Pierson Construction and the Uninsured Employers' Fund for purposes of this claim, are not subject to the terms and provisions of Title 42 and are not proper parties of this action?" (See Conclusion of Law #2.)
18. Whether the Single Commissioner erred in concluding as a matter of law "that pursuant to § 42-1-160, the Claimant suffered an injury by accident arising out of and in the course of his employment with ABC Care, Inc. on or about December 23, 2013?" (See Conclusion of Law #3.)
19. Whether the Single Commissioner erred in concluding as a matter of law "that pursuant to § 42-1-130, the Claimant, Ignacio Rodriguez, was an employee of ABC Care, Inc. at the time of his injury by accident?" (See Conclusion of Law #4.)
20. Whether the Single Commissioner erred in concluding as a matter of law "that pursuant to § 42-1-360, the employer, ABC Care, Inc., had four employees regularly employed in the same business and occupation during the relevant period surrounding the date of Claimant's injury by accident? (See Conclusion of Law #5.)
21. Whether the Single Commissioner erred in concluding as a matter of law that "Pursuant to § 42-1-360, the employer, ABC Care, Inc., was subject to and bound by the terms and provisions of Title 42 in the South Carolina Code of Law Annotated?" (See Conclusion of Law #6.)
22. Whether the Single Commissioner erred in concluding as a matter of law that "Pursuant to § 42-5-20, the employer, ABC Care, Inc., was insured for workers' compensation purposes by Property & Casualty Company of Hartford, by virtue of (1) Hartford's own admission that it covered other employees in the state of South Carolina previously; and (2) that the policy of workers' compensation insurance has an Allstate Endorsement that covers South Carolina?" (See Conclusion of Law #7.)

Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or [appeals@wcc.sc.gov](mailto:appeals@wcc.sc.gov).

If the claimant appeals and is not represented by counsel, the Judicial Department will properly serve this form pursuant to Reg. 67-607 C. Pursuant to Reg. 67-205 and Reg. 701, the appeal must be postmarked no later than 14 days from the date of service of the Decision and Order of the Hearing Commissioner along with the filing fee. Attach a Form 32, if you are unable to pay the filing fee. Refer to Reg. 67-211 and Reg. 67-701 through 711.

23. Whether the Single Commissioner erred in concluding as a matter of law that "Pursuant to § 42-15-60, the Claimant has not achieved maximum medical improvement and is entitled to ongoing medical care and treatment to be provided by ABC Care, Inc. and its carrier, The Hartford, for all injured body parts, aforesaid." (See Conclusion of Law #8.)
24. Whether the Single Commissioner erred in concluding as a matter of law "that pursuant to § 42-9-10, the Claimant has been temporarily and totally disabled since the date of this accident, December 23, 2013 and is entitled to temporary total disability compensation payments from the date of his injury and continuing until further Order of this Commission or agreement of the parties, at the compensation rate of \$320.02?" (See Conclusion of Law #9.)
25. Whether the Single Commissioner erred in concluding as a matter of law that "Pursuant to § 42-1-360, Robert T. Pierson, d/b/a Robert Pierson Construction Company is not a proper party to this action and is not subject to the jurisdiction of the South Carolina Workers' Compensation Commission, and, therefore is dismissed from this action with prejudice?" (See Conclusion of Law #10.)
26. Whether the Single Commissioner erred in concluding as a matter of law that "Pursuant to § 42-1-360 and § 42-7-200, because ABC Care, Inc. is the employer, subject to and bound by the provisions of Title 42, and because they are insured for workers' compensation purposes in South Carolina by Property & Casualty Company of Hartford, the Uninsured Employers' Fund is not a proper party to this action and is, therefore, dismissed from this action with prejudice?" (See Conclusion of Law #11.)
27. Whether the Single Commissioner erred in finding as fact and concluding as law that Property & Casualty Company of Hartford are responsible for workers' compensation benefits in this matter?

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Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or [appeals@wcc.sc.gov](mailto:appeals@wcc.sc.gov).

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If the claimant appeals and is not represented by counsel, the Judicial Department will properly serve this form pursuant to Reg. 67-607 C. Pursuant to Reg. 67-205 and Reg. 701, the appeal must be postmarked no later than 14 days from the date of service of the Decision and Order of the Hearing Commissioner along with the filing fee. Attach a Form 32, if you are unable to pay the filing fee. Refer to Reg. 67-211 and Reg. 67-701 through 711.

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THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM  
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission Decision

Case No. 1320141

**RECEIVED**

JUL 19 2016

**SC Court of Appeals**

Ignacio Rodriguez .....Respondent,

v.

Robert T. Pierson d/b/a Pierson Constr. Co.,  
and

ABC Care, Inc.,  
and

Property and Casualty Insurance Co. of Hartford,  
and

The South Carolina Workers' Compensation Uninsured Employers Fund

Of whom Property and Casualty Insurance Co. of Hartford., is the .....Appellant.

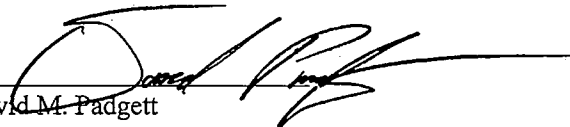
NOTICE OF APPEAL

Property and Casualty Insurance Co. of Hartford appeals the decision of the Full Commission dated June 20, 2016. Appellant received a copy of this decision on June 20, 2016. The issues on appeal are:

1. Whether the Commission erred in finding "all construction permits and all governmental documents" confirmed that ABC Care, Inc., was the "owner, operator, and builder" at 149 Lake Wood Lane, Sunset, South Carolina 29685.
2. Whether the Commission erred in finding Ignacio Rodriguez was an employee of ABC Care, Inc.
3. Whether the Commission erred in finding ABC Care, Inc., regularly employed four employees, in South Carolina, in the same business and occupation during the relevant period surrounding Ignacio Rodriguez's incident.

4. Whether the Commission erred in finding ABC Care, Inc., was subject to the South Carolina Workers' Compensation Act.
5. Whether the Commission erred in finding Property and Casualty Insurance Co. of Hartford insured ABC Care, Inc., in South Carolina.
6. Whether the Commission erred in finding Ignacio Rodriguez is entitled to medical benefits.
7. Whether the Commission erred in finding Ignacio Rodriguez is entitled to temporary total disability benefits.
8. Whether the Commission erred in finding Robert T. Pierson, d/b/a Pierson Construction, Co., and the South Carolina Workers' Compensation Uninsured Employers Fund are improper parties to this action.

July 14, 2016

  
David M. Padgett

**HOLDER PADGETT LITTLEJOHN + PRICKETT**

1204 A. East Washington Street  
Greenville, South Carolina 29601  
(864) 335-8808

*Attorney for Appellant*

Other Counsel of Record:

William H. Ehlies, Esquire  
310 Mills Avenue., Suite. 201  
Greenville, South Carolina 29605  
*Attorney for Respondent*

Randall S. Hiller, Esquire  
850-B Wade Hampton Boulevard  
Greenville, South Carolina 29609  
*Attorney for Robert T. Pierson, d/b/a Pierson Construction and ABC Care, Inc.*

David H. Keller, Esquire  
Constangy, Brooks, Smith & Prophete, LLP  
Post Office Box 9037  
Greenville, South Carolina 29604  
*Attorney for South Carolina Workers' Compensation Uninsured Employers Fund*

1 PURSUANT TO NOTICE OF HEARING, THE WITHIN HEARING  
2 WAS TAKEN BY THE ABOVE-NAMED COURT REPORTER, A NOTARY  
3 PUBLIC FOR THE STATE OF SOUTH CAROLINA, IN GREENVILLE,  
4 SOUTH CAROLINA.

5 \* \* \* \* \*

6 BY COMMISSIONER TAYLOR:

7 TODAY IS TUESDAY, JANUARY 20TH, 2015. WE ARE  
8 HERE ON WORKERS' COMP FILE NUMBER 1320141. THIS IS  
9 THE CLAIM OF MR. IGNACIO JAVIER RODRIGUEZ, WHO IS  
10 REPRESENTED TODAY BY MR. WILLIAM EHLIES. THIS IS A  
11 COVERAGE MATTER. HOWEVER, WE WILL ALLOW TESTIMONY  
12 WITH REGARD TO THE INJURY ITSELF AND HOW IT OCCURRED  
13 AS A WELL AS WAGE INFORMATION. THERE ARE SEVERAL  
14 EMPLOYERS AND CARRIERS LISTED ON THIS FILE, THE  
15 FIRST OF WHICH IS ABC CARE, INC., AND THE HARTFORD  
16 INSURANCE COMPANY. THE HARTFORD IS BEING  
17 REPRESENTED TODAY BY MR. DAVID PADGETT. PURSUANT TO  
18 A PREVIOUS ORDER SIGNED BY MYSELF, I ESSENTIALLY  
19 BIFURCATED THE HARTFORD'S REPRESENTATION FROM THAT  
20 OF ABC CARE, INC. AS A SEPARATE EMPLOYER, AND THAT  
21 ORDER IS IN THE FILE. ABC, INC. IS HERE REPRESENTED  
22 TODAY BY MR. HILLER. MR. HILLER, IS IT MY  
23 UNDERSTANDING THAT YOU'RE ALSO REPRESENTING MR.  
24 PIERSON INDIVIDUALLY AS WELL?

25 BY MR. HILLER:

1                    THAT IS CORRECT.

2                    BY COMMISSIONER TAYLOR:

3                    OKAY. ALL RIGHT. SO MR. HILLER IS HERE  
4                    REPRESENTING ABC CARE, INC. AND AS WELL AS MR.  
5                    PIERSON INDIVIDUALLY. THE SOUTH CAROLINA UNINSURED  
6                    EMPLOYERS' FUND IS HERE REPRESENTED TODAY BY MR.  
7                    DAVID KELLER. PREVIOUSLY THE FUND WAS REPRESENTED  
8                    BY MS. LISA GLOVER, HOWEVER, MR. KELLER HAS NOW MADE  
9                    AN APPEARANCE AND WILL BE THE ATTORNEY OF RECORD FOR  
10                   THE FUND FOR FUTURE PURPOSES. I WILL ALLOW THE  
11                   PARTIES TO PUT POSITION STATEMENTS ON THE RECORD.  
12                   MR. EHLIES.

13                   BY MR. EHLIES:

14                   VERY GOOD. THANK YOU, COMMISSIONER. IT IS OUR  
15                   POSITION THAT ON DECEMBER THE 23RD OF 2013, MR.  
16                   RODRIGUEZ WAS AN EMPLOYEE -- A DERIVATIVE EMPLOYEE  
17                   OF ABC, INC. BY MR. ROBERT PIERSON AND WAS WORKING  
18                   ON THE CONSTRUCTION OF A PROPERTY INCLUDING A  
19                   FIXTURE IN THE FORM OF A HOUSE HERE IN SOUTH  
20                   CAROLINA FOR THE BENEFIT OF ABC, INC. IN ITS  
21                   EMPLOYMENT FUNCTION OF DAYCARE, AND IN THE COURSE OF  
22                   PUTTING ON ROOFING, THE SCAFFOLDING BOARD COLLAPSED  
23                   AT THE SECOND FLOOR LEVEL OF A TWO-STORY BUILDING  
24                   AND HE FELL TO THE GROUND, LANDING ON HIS LEFT SIDE,  
25                   SUSTAINING INJURIES TO HIS LEFT SHOULDER, NECK, ARM,



1 TO HIS RIBS, TO HIS FEMUR, LEFT FEMUR, TO HIS ANKLE,  
2 AND OTHER VARIOUS PARTS OF HIS BODY. HE WAS TAKEN  
3 TO GREENVILLE MEMORIAL HOSPITAL. HE WAS KEPT FOR  
4 OVER A MONTH. HE HAD A NUMBER OF SURGICAL  
5 PROCEDURES INCLUDING THE INSTALLATION OF HARDWARE  
6 INTO HIS LEG, AND THAT HE IS CONTINUING TREATMENT,  
7 IS NOT AT M.M.I. IT IS OUR POSITION ALSO THAT HE  
8 WAS THE DIRECT EMPLOYEE OF MR. PIERSON, BUT  
9 APPARENTLY MR. PIERSON MAY HAVE BEEN DOING THIS  
10 PROJECT AS AN EMPLOYEE OF ABC, INC. THAT'S WHAT WE  
11 INTEND TO SHOW.

12 BY COMMISSIONER TAYLOR:

13 OKAY. THANK YOU. MR. PADGETT.

14 BY MR. PADGETT:

15 YES. OF COURSE, AS YOU STATED, I'M HERE ON  
16 BEHALF OF THE HARTFORD IN RELATION TO THE WORKERS'  
17 COMPENSATION INSURANCE COVERAGE THAT ABC CARE  
18 SECURED TO -- TO COVER DAYCARE WORKERS IN THE TRADE  
19 COURSE OF DAYCARE FACILITIES AND WORKING IN THE  
20 STATE OF MARYLAND AS CLEARLY OUTLINED IN INSURANCE  
21 POLICIES THAT WE'VE SUBMITTED, AND THOSE SPEAK FOR  
22 THEMSELVES. OUR POSITION IS VERY CLEAR IN THAT THE  
23 HARTFORD HAS NO RELATION TO THIS CONSTRUCTION  
24 INCIDENT THAT OCCURRED ON LAKE HARTWELL -- I MEAN,  
25 ON LAKE KEOWEE ON DECEMBER 23RD, 2013. THE REASONS

1 BEING, NUMBER ONE, THERE WERE -- THERE WAS -- THERE  
2 WAS NOT MORE THAN THREE EMPLOYEES INVOLVED IN THE  
3 INCIDENT WORKING AT THE TIME IN ANY WAY, SHAPE, OR  
4 FORM. NUMBER TWO, THE HARTFORD DOESN'T HAVE ANY --  
5 DOESN'T HAVE AN INSURANCE POLICY OR ANY COVERAGE IN  
6 THE STATE OF SOUTH CAROLINA FOR ABC, PARTICULARLY  
7 NOT AT THE TIME OF THE INJURY. FURTHER,  
8 CONSTRUCTING A RESIDENTIAL HOME IS BY NO -- IS IN NO  
9 WAY, SHAPE, OR FORM, IN -- IN ANY REACH CONNECTED TO  
10 INSURING A DAYCARE FACILITY. THE DAYCARE AT ABC IS  
11 CLEARLY NOT IN THE TRADE COURSE OR BUSINESS OF  
12 CONSTRUCTION, AND IT'S OUR POSITION THAT IT DIDN'T  
13 NOT RELAY TO THE SAME TO THE HARTFORD PRIOR TO THIS  
14 WORK INJURY. AND FURTHER, IT IS OUR POSITION THAT  
15 THE HOUSE ISN'T -- ISN'T REALLY EVEN CAUSALLY  
16 CONNECTED TO -- THERE'S NO SUFFICIENT REASON FOR THE  
17 HOUSE IN THE PURPOSES OF WHAT THE DAYCARE WAS -- WAS  
18 DOING ON LAKE KEOWEE OR THE SURROUNDING AREAS WHERE  
19 THEY WERE MEETING THE CHILDREN, AND THAT IT WASN'T  
20 NECESSARY, IT WASN'T -- WASN'T REASONABLY CONNECTED  
21 TO ANY WORK THAT ABC WAS DOING. WE DON'T DISPUTE  
22 THAT THE LAND WAS BOUGHT IN ABC'S NAME, BUT IT'S OUR  
23 POSITION THAT THAT HAS NOTHING TO DO WITH THE FACT  
24 THAT -- THAT THERE'S NO CONNECTION BETWEEN THE  
25 DAYCARE WORKERS IN THE STATE OF MARYLAND AND THE

1 RESIDENTIAL CONSTRUCTION THAT WAS GOING ON ON LAKE  
2 KEOWEE ON DECEMBER 23RD OF 2013, AND THEREFORE, THE  
3 HARTFORD'S CONTENTION IS THAT THEY HAVE NO  
4 INVOLVEMENT IN THIS MATTER AND SHOULD NOT BE  
5 CONNECTED OR TIED IN ANY WAY.

6 BY COMMISSIONER TAYLOR:

7 THANK YOU. WELL, I'M NOT -- MR. HILLER.

8 BY MR. HILLER:

9 WELL, ON -- ON BEHALF OF -- OF BOTH OF MY  
10 RESPECTIVE CLIENTS, OF COURSE, IT'S OUR POSITION  
11 THAT THIS -- NEITHER ONE OF THEM ARE SUBJECT TO THE  
12 ACT. MR. PIERSON NEVER HAD ANY EMPLOYEES IN SOUTH  
13 CAROLINA. EVEN IF THESE THREE GENTLEMEN WERE  
14 CONSIDERED EMPLOYEES, THEY WOULD HAVE BEEN THE ONLY  
15 EMPLOYEES THAT HE HAD IN THE STATE OF SOUTH  
16 CAROLINA, AND THAT ABC CARE IS -- AND LET ME JUST  
17 BRIEFLY ADDRESS THE ISSUE WITH REGARDS TO ITS  
18 BUSINESS DECISIONS AND -- AND WHETHER THOSE HAVE ANY  
19 IMPACT ON THE POLICY. UNDER MR. PADGETT'S THEORY,  
20 APPARENTLY THEY COULD NOT GET INSURANCE. I MEAN, IN  
21 OTHER WORDS, YOU COULD BUY AN ASSET OR YOU COULD  
22 HAVE AN INVESTMENT, BUT YOU COULDN'T GET INSURANCE  
23 FOR IT. THE PROPRIETY OF THE USE OF THE PROPERTY  
24 HAS NOTHING TO DO WITH ITS INSURABILITY OR THE  
25 ABILITY TO OBTAIN COVERAGE, AND -- AND SO THAT ISSUE

1 IS A NON-ISSUE. FROM THE STANDPOINT OF -- OF  
2 WHETHER THESE WERE EMPLOYEES OF ABC, OF COURSE, IT  
3 AGAIN IT IS OUR POSITION THAT THERE'S NO COVERAGE.  
4 ABC HAD NO EMPLOYEES IN SOUTH CAROLINA. THERE'S MR.  
5 CHAVEZ WAS A SUBCONTRACTOR WHO WAS CONTRACTED  
6 THROUGH MR. PIERSON TO COMPLETE CERTAIN PHASES OF  
7 THE CONSTRUCTION OF THIS RESIDENCE, SPECIFICALLY THE  
8 FOUNDATION AND THE FRAMING OF THE HOUSE, AND THAT  
9 WAS ALL, AND -- AND -- THAT WORK WAS PERFORMED ONCE ,  
10 AGAIN BY THOSE THREE INDIVIDUALS THAT WERE EMPLOYED  
11 -- WELL, BY MR. CHAVEZ AND HIS TWO EMPLOYEES. SO  
12 THEY'RE THAT -- THAT -- THAT MR. CHAVEZ WAS THE  
13 EMPLOYER, AND BUT IF THEY WERE CONSIDERED EMPLOYEES  
14 OF ABC, THEN PURSUANT TO THE TERMS OF THE POLICY,  
15 COVERAGE DID APPLY IN SOUTH CAROLINA. THE AGENT WHO  
16 WROTE THE POLICY OF WORKERS' COMPENSATION, ALSO  
17 WROTE THE BUILDERS' RISK POLICY FOR THE CONSTRUCTION  
18 OF THE RESIDENCE AND WAS WELL AWARE THAT THERE -- A  
19 RESIDENCE WAS BEING CONSTRUCTED BY ABC IN SOUTH  
20 CAROLINA, AND SO IF THEY WERE DETERMINED TO BE AN  
21 EMPLOYEE OF ABC, THEN -- THEN WE BELIEVE THAT THE  
22 HARTFORD SHOULD HAVE TO -- OR SHOULD BE RESPONSIBLE  
23 FOR PROVIDING COVERAGE.

24 BY COMMISSIONER TAYLOR:

25 OKAY. THANK YOU. MR. KELLER.

1 BY MR. KELLER:

2 YES, MA'AM. I ESSENTIALLY BASICALLY AGREE WITH  
3 MR. HILLER. BUT FROM THE U.E.F.'S POINT OF VIEW,  
4 THERE -- THERE ARE THREE POSSIBILITIES, TWO OF WHICH  
5 WOULD LEAVE THE COMMISSION WITHOUT JURISDICTION, ONE  
6 -- ONE WITH. IF MR. PIERSON IS HERE AS PIERSON  
7 CONSTRUCTION COMPANY, AND HE'S THE OWNER, HE DOESN'T  
8 COUNT, HE'S GOT THREE -- HE'S GOT AT MOST THREE  
9 EMPLOYEES, MAYBE TWO. THE SECOND IS, IF HE IS HERE  
10 AS AN EMPLOYEE OF ABC, UNDER THE OAST CASE, THE --  
11 THE STATUTORY EMPLOYEES CAN GO BACK TO HIM AS A --  
12 AS AN EMPLOYEE OF ABC. SO THEN THE ISSUE WOULD BE  
13 IS CHAVEZ A CONTRACTOR WITH TWO EMPLOYEES, IN WHICH  
14 CASE PIERSON AND THE TWO EMPLOYEES IT WOULD ONLY BE  
15 THREE, 'CAUSE THE CONTRACTOR HIMSELF WOULDN'T COUNT.  
16 AND THE THIRD POSSIBILITY IS THAT PIERSON WAS HERE  
17 AS A EMPLOYEE OF ABC WITH THREE CONTRACTED EMPLOYEES  
18 WHO WERE STATUE -- WHO THEN WOULD BE STATUTORY  
19 EMPLOYEES, AND PIERSON WOULD COUNT UNDER THE OAST  
20 CASE TO GIVE YOU FOUR. AND IN TERMS OF THE -- AND  
21 IF THAT WERE WHAT YOU DECIDED, I DON'T -- I THINK  
22 HARTFORD IS -- THE HARTFORD OWNS IT SIMPLY BECAUSE  
23 THEY HAVE A WORKERS' COMPENSATION POLICY THAT IT  
24 PROVIDES A STANDARD NO -- NO -- ALLSTATE'S  
25 ENDORSEMENT THEY'VE ACTUALLY EXCLUDED IN SOME

1 STATES, WHICH -- WHICH MAY BE LEGAL IN MARYLAND.  
2 I'M NOT SURE IT WOULD BE HERE, BUT ANYWAY AND ANYHOW  
3 -- IN ANY EVENT, THE -- YOU -- YOU WOULD HAVE  
4 JURISDICTION OVER THEM IF THAT IS INDEED THE CASE,  
5 AND HARTFORD WOULD BE RESPONSIBLE. SO OUR POSITION  
6 IS THERE'S THREE POTENTIAL SCENARIOS, TWO OF WHICH  
7 WOULD BE THREE EMPLOYEES, WHICH EVERYBODY'S OUT. IF  
8 THERE ARE FOUR EMPLOYEES, IT HAS TO BE BECAUSE OF A  
9 -- ABC BEING INVOLVED, IN WHICH CASE THERE WOULD BE  
10 FOUR, AND HARTFORD WOULD BE -- WOULD BE INVOLVED --  
11 WOULD BE THE CARRIER.

12 BY COMMISSIONER TAYLOR:

13 OKAY. BEFORE WE GET INTO THE TESTIMONY, I HAVE  
14 RECEIVED PREHEARING BRIEFS FROM ALL PARTIES. IT'S  
15 MY UNDERSTANDING THAT THE FUND DID NOT PRODUCE ANY  
16 APA SUBMISSIONS FOR ---

17 BY MR. KELLER:

18 THAT'S CORRECT.

19 BY COMMISSIONER TAYLOR:

20 --- THE PURPOSES OF THIS CLAIM. OKAY.

21 BY MR. KELLER:

22 NO. NO ADDITIONAL DOCUMENTS FROM THE FUND AT  
23 THIS TIME.

24 BY MR. HILLER:

25 AND -- AND NO ADDITIONAL DOCUMENTS FROM -- FROM

1 A TYPICAL A -- I MEAN, FROM A MEDICAL STANDPOINT APA  
2 FROM -- FROM EITHER OF MY CLIENTS AS WELL.

3 BY COMMISSIONER TAYLOR:

4 OKAY.

5 BY MR. HILLER:

6 ALL I HAD WAS THE EXHIBITS I ATTACHED TO THE  
7 POTENTIAL TRIAL EXHIBITS THAT I -- I ATTACHED TO THE  
8 58.

9 BY COMMISSIONER TAYLOR:

10 OKAY. SO NOTED FOR THE RECORD. ABC CARE, INC.  
11 AND ROBERT PIERSON WILL HAVE EXHIBITS ATTACHED TO  
12 THE PREHEARING BRIEF, WHICH WILL BE UPLOADED TO THE  
13 FILE. I DO HAVE APA SUBMISSIONS FROM MR. EHLIES AS  
14 WELL AS APA SUBMISSIONS AND EXHIBITS FROM MR.  
15 PADGETT, WHICH WILL BE UPLOADED AS WELL.

16 ARE THERE ANY OBJECTIONS TO ANY OF THE APAs,  
17 AND OR EXHIBITS.

18 BY MR. EHLIES:

19 NONE FROM THE CLAIMANT.

20 BY COMMISSIONER TAYLOR:

21 OKAY.

22 BY MR. EHLIES:

23 I -- I WOULD ALSO NOTE THAT THE DEPOSITIONS ARE  
24 IN.

25 BY COMMISSIONER TAYLOR:

1 OKAY, ALL RIGHT. ANY OBJECTIONS, MR. PADGETT?

2 BY MR. PADGETT:

3 NO, YOUR HONOR.

4 BY COMMISSIONER TAYLOR:

5 OKAY. ANY OBJECTIONS?

6 BY MR. KELLER:

7 NO.

8 BY MR. HILLER:

9 NO, YOUR HONOR.

10 BY COMMISSIONER TAYLOR:

11 ALL RIGHT. NO OBJECTIONS TO THE APA  
12 SUBMISSIONS AND EXHIBITS. I HAVE ALSO RECEIVED, AND  
13 THERE WILL BE SEVERAL ORIGINAL DEPOSITION  
14 TRANSCRIPTS, AND I WILL GO AHEAD AND ADMIT ALL OF  
15 THE DEPOSITION TRANSCRIPTS INTO THE RECORD. I  
16 UNDERSTAND THAT THERE ARE WITNESSES HERE TO TESTIFY,  
17 BUT I THINK JUST SO WE CAN MAKE SURE WE HAVE A  
18 COMPLETE RECORD, I WILL ALLOW EVERYTHING TO BE  
19 UPLOADED AFTER THE HEARING. OKAY.

20 BY MR. EHLIES:

21 GREAT. THANK YOU.

22 BY COMMISSIONER TAYLOR:

23 ALL RIGHT. WE DO HAVE AN INTERPRETER HERE. I  
24 WILL ASK THE COURT REPORTER TO GO AHEAD AND SWEAR  
25 THE INTERPRETER SO SHE CAN FEEL FREE TO INTERPRET AS



1                   NEEDED.

2           BY THE COURT REPORTER:

3                   MS. ALFONSO, RAISE YOUR RIGHT HAND, PLEASE. DO  
4           YOU SWEAR OR AFFIRM THE TESTIMONY YOU'RE ABOUT TO  
5           TRANSLATE FROM SPANISH TO ENGLISH AND ENGLISH TO SPANISH  
6           TO BE THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE  
7           TRUTH:

8           BY THE INTERPRETER:

9           \_\_\_\_\_ I SWEAR TO INTERPRET.

10          BY COMMISSIONER TAYLOR:

11                   OKAY. ALL RIGHT. MR. EHLIES, YOU MAY CALL  
12           YOUR FIRST WITNESS.

13          BY MR. EHLIES:

14                   WE WOULD CALL MR. RODRIGUEZ, THE CLAIMANT.

15          BY COMMISSIONER TAYLOR:

16                   OKAY. MADAM COURT REPORTER, WILL YOU PLEASE  
17           SWEAR THE WITNESS.

18          BY THE COURT REPORTER:

19                   RAISE YOUR RIGHT HAND, MR. RODRIGUEZ.

20                   \* \* \* \*           \* \* \* \*           \* \* \* \*

21                   THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE  
22           WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE  
23           MATTER HEREIN:

24                                   IGNACIO RODRIGUEZ

25           BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS FOLLOWS:

1 BY COMMISSIONER TAYLOR:

2 OKAY. ALL RIGHT. MR. EHLIES.

3 BY MR. EHLIES:

4 YES.

5 DIRECT EXAMINATION BY MR. EHLIES:

6 Q. MR. RODRIGUEZ, HAVE YOU EVER TESTIFIED BEFORE THE --  
7 THIS CASE IN THE DEPOSITIONS IN THIS CASE?

8 A. YES. YES, SIR.

9 Q. BUT BEFORE THEN, HAVE YOU EVER TESTIFIED IN A COURT  
10 PROCEEDING?

11 A. NO.

12 Q. OKAY. YOU UNDERSTAND IF YOU DON'T UNDERSTAND A  
13 QUESTION TO MAKE SURE YOU LET EVERYONE KNOW THAT YOU  
14 ARE NOT UNDERSTANDING THE QUESTION?

15 A. YES.

16 Q. OKAY. WHAT -- GIVE US YOUR DATE OF BIRTH?

17 A. JULY THE 31ST, '77.

18 Q. OKAY. AND TELL ME, ARE YOU A -- A UNITED STATES  
19 CITIZEN?

20 A. I'M RESIDENT.

21 Q. OKAY. ARE YOU A LAWFUL RESIDENT?

22 A. YES, SIR.

23 Q. AND DO YOU HAVE A LAWFUL SOCIAL SECURITY CARD? >

24 A. YES, SIR.

25 Q. AND DO YOU HAVE A LAWFUL DRIVER'S LICENSE?

1 A. YES, SIR.

2 Q. DO YOU HAVE CHILDREN?

3 A. I HAVE TWO.

4 Q. AND ARE YOU MARRIED?

5 A. YES, SIR.

6 Q. AND TELL ME WHAT YOU DO IN A NORMAL COURSE OF WORK.

7 WHAT DO YOU NORMALLY DO FOR WORK TO EARN A LIVING?

8 A. JUST BEEN SOME TO WORK WITH ANYBODY ELSE, IT JUST

9 DEPENDS ON THE TYPE OF WORK THAT THIS CONSTRUCTION

10 OR ALMOST ANYTHING, YOU KNOW.

11 Q. OKAY.

12 A. JUST TO GO TO LIVING.

13 Q. ALL RIGHT. AND IS CONSTRUCTION YOUR PRIMARY TYPE OF

14 WORK?

15 A. NO, SIR.

16 Q. WHAT IS YOUR PRIMARY TYPE OF WORK?

17 A. RIGHT NOW, JUST NOTHING. AND SO I'M A ---

18 Q. OKAY. I'M -- I'M TALKING ABOUT BEFORE YOUR INJURY?

19 A. OH. FROM A -- I WAS A -- A -- A SUPERINTENDENT ON

20 CARPETS IN TEXAS.

21 Q. OKAY. AND THEN WHEN DID YOU MOVE TO SOUTH CAROLINA?

22 A. WHAT'S IT LIKE, A -- SEPTEMBER OCTOBER OF -- OF

23 2013.

24 Q. OF 2013?

25 A. YES, SIR.

1 Q. OKAY. AND BEFORE DECEMBER THE 23RD OF 2013, DID YOU  
2 EVER SUSTAIN SERIOUS INJURIES TO YOUR BODY?  
3 A. NO, SIR.  
4 Q. WERE YOU ABLE TO WORK?  
5 A. YES, SIR.  
6 Q. WERE THERE ANY LIMITATIONS IN THE -- IN YOUR WORK,  
7 PHYSICAL LIMITATIONS?  
8 A. NO, SIR.  
9 Q. WERE YOU ABLE TO BEND, STOOP, LIFT, CARRY?  
10 A. YES, SIR.  
11 Q. AND WERE YOU ABLE TO CLIMB?  
12 A. YES, SIR.  
13 Q. OKAY. ON DECEMBER THE 23RD OF 2013, CAN YOU TELL US  
14 WHAT -- WHAT YOU WERE DOING?  
15 A. YES, SIR. WE WAS GETTING READY TO PUT THE PLYWOOD  
16 ON THE ROOF. THEN THIS FRANCISCO CHAVEZ, HE WAS ON  
17 TOP OF THE ROOF, AND SO WAS FRANCISCO VELLO. HE WAS  
18 ON ONE SIDE OF THE SCAFFOLD, AND I WAS ON THE OTHER  
19 SIDE. SO THEY NEEDED TO -- THEY NEEDED SOME HELP,  
20 AND THEY CALLED ME TO GO AND HELP THEM. SO I GOT  
21 ALL OF MY TOOLS AND CLIMB UP THERE -- I WENT AND  
22 TRIED TO HELP THEM, AND AS SOON AS I STEP ON THIS  
23 WALK BOARD, WE'S FALL.  
24 Q. AND WHAT HAPPENED TO YOU?  
25 A. I HAD TO MANAGE TO FALL ALL THE WAY TO THE GROUND.

1 AFTER THAT, I -- I DIDN'T FEEL -- I DIDN'T FEEL IT,  
2 HALF OF MY BODY, AND I WAS HURT, AND I WAS SCREAMING  
3 FOR HELP. I WAS LAYING YELLING THERE FOR FRANCISCO  
4 CHAVEZ TO GET SOME HELP, 'CAUSE I -- WHERE I  
5 COULDN'T, MY LEG COULDN'T MOVE, MY ARM, AND ALL MY  
6 BODY WAS -- WAS HURTING.

7 Q. ALL RIGHT. WAS IT YOUR LEFT LEG?

8 A. MY LEFT LEG, MY LEFT ARM.

9 Q. ALL RIGHT. WOULD YOU TELL THE COMMISSIONER WHAT  
10 PARTS OF YOUR BODY WERE INJURED.

11 A. MY MOUTH, MY SHOULDER, MY ARM, MY LOW BACK, MY LEG.

12 Q. LEFT LEG?

13 A. YES. MY KNEE, MY TAIL.

14 Q. OKAY. AND WERE YOU ADMITTED INTO THE HOSPITAL FOR  
15 THOSE INJURIES?

16 A. YES.

17 Q. HOW LONG DID YOU STAY IN THE HOSPITAL?

18 A. ABOUT A MONTH. THEN THE HOSPITAL, THEN THEY SEND ME  
19 TO OR WITH GRADE ---

20 Q. WHILE YOU WERE IN THE HOSPITAL, DID YOU HAVE  
21 SURGERY?

22 A. I HAD TWO SURGERIES ON MY LEG.

23 Q. LEFT LEG?

24 A. YEAH, LEFT LEG AND LEFT ARM.

25 Q. OKAY. AND WHAT DID THEY DO?

1           A.    THEY PUT A METAL -- METAL PLATE ON MY LEG AND ALSO  
2                   ON MY ELBOW.  
3           Q.    OKAY.  AND DO YOU STILL HAVE THOSE IN YOUR BODY?  
4           A.    THEY GOING TO STAY THERE FOR LIFE.  
5           Q.    ARE YOU STILL SEEING DOCTORS FOR CARE?  
6           A.    I'M STILL GOING.  I'M STILL GOING TO VISIT THEM, AND  
7                   THEY -- THEY SAID THEY WAS GOING TO DO SURGERY AND  
8                   MEANT THEY WAS GOING TO KEEP CHECKING ON MY LEG ---  
9           Q.    ALL RIGHT.  
10          A.    ---- 'CAUSE IT STILL HURTING ALL MY -- ALL MY BODY --  
11                   -  
12          Q.    OKAY.  
13          A.    --- AND LOW BACK.  
14          Q.    TELL US HOW YOU CAME TO BE WORKING AT 146 -- ON THIS  
15                   PARTICULAR HOUSE.  LET ME GET YOU THE ADDRESS.  IT'S  
16                   149 LAKEWOOD LANE, SUNSET, SOUTH CAROLINA.  HOW --  
17                   HOW DID YOU GET THAT JOB?  
18          A.    THROUGH MS. -- MR. CHAVEZ.  YOU KNOW, HE TOLD ME  
19                   THAT HIS BOSS MAN, WHICH IS MR. PIERSON, WANTED TO -  
20                   - WANTED TO HAVE SOME HELP, AND HE WAS LOOKING FOR  
21                   ANOTHER EMPLOYEE.  SO AT THE TIME, I WASN'T -- I  
22                   WASN'T DOING NOTHING.  SO I SAID, "OKAY, I WILL GO."  
23          Q.    OKAY.  AND DID YOU MEET WITH MR. PIERSON?  
24          A.    YES, SIR.  
25          Q.    OKAY.  AND WHAT ARRANGEMENTS WERE MADE?

- 1 A. WOULD YOU REPEAT THAT TO ME?
- 2 Q. WHAT WAS THE RESULT OF MEETING WITH MR. PIERSON?
- 3 A. OKAY. HE TOLD ME, "OKAY, WE'RE GOING TO SEE HOW IT
- 4 WORKS."
- 5 Q. OKAY. AND WHAT DID YOU DO?
- 6 A. I JUST CONTINUED WORKING, YOU KNOW, HELPING MR.
- 7 FRANCISCO DO THE JOB.
- 8 Q. OKAY. AND WAS MR. PIERSON ON THE JOB ALSO?
- 9 A. HE WAS THERE MOST OF THE TIMES.
- 10 Q. ALL RIGHT. AND DID YOU HAVE AN AGREEMENT WITH MR.
- 11 PIERSON ABOUT HOW YOU WERE TO BE PAID?
- 12 A. THROUGH MR. CHAVEZ, HE'LL -- HE'LL TELL US THAT HE
- 13 WAS GOING TO PAY US BY HOUR IS WHAT'S HIS OPINION.
- 14 Q. WHO WAS GOING TO PAY YOU?
- 15 A. MR. PIERSON.
- 16 Q. OKAY. AND DID YOU IN FACT RECEIVE CHECKS FROM MR.
- 17 PIERSON?
- 18 A. YES, SIR.
- 19 Q. OKAY. NOW, WHEN YOU FIRST ARRIVED ON THE JOB, HAD
- 20 THE CONSTRUCTION ALREADY STARTED?
- 21 A. YES, SIR.
- 22 Q. HOW MUCH OF THE CONSTRUCTION HAD BEEN STARTED?
- 23 A. WELL, THE FOUNDATION WAS ALREADY THERE.
- 24 Q. OKAY. AND DO YOU KNOW WHAT WAS BEING BUILT?
- 25 A. NO, I DON'T.

1 Q. DID -- DID YOU EVER SEE ANY PLANS, CONSTRUCTION  
2 PLANS?  
3 A. NO, SIR.  
4 Q. ALL RIGHT. HOW WOULD YOU KNOW WHAT TO DO?  
5 A. BY TEXTS THAT MR. PIERSON WOULD SEND TO MR. CHAVEZ  
6 OR TEXT.  
7 Q. OKAY. AND WERE YOU EVER PRESENT WHEN MR. PIERSON  
8 WAS ON THE CONSTRUCTION SITE?  
9 A. YES, SIR.  
10 Q. OKAY. AND WHAT WOULD HE DO AS FAR AS WHAT WAS TO BE  
11 DONE?  
12 A. HE WILL SHOW US -- IF WE HAD ANY QUESTIONS OR  
13 SOMETHING, HE WOULD SHOW US WHAT TO DO, OR WHENEVER  
14 WE NEEDED SOME HELP, HE'LL GO AND PUT ON HIS BELT  
15 AND HE WILL HELP US.  
16 Q. OKAY. AND HELP YOU DO WHAT?  
17 A. WORK OR WHATEVER WHAT WE NEEDED TO DO.  
18 Q. OKAY. ALL RIGHT. AND SO HOW MANY PEOPLE WERE DOING  
19 THAT WORK?  
20 A. IT WAS MY UNDERSTANDING IT WAS THREE OF A -- THE  
21 THREE OF US, MR. FRANCISCO CHAVEZ, MR. VELLO CHAVEZ,  
22 AND MYSELF, AND WHEN SOMETIMES WHEN MR. -- MR.  
23 PIERSON WILL SHOW UP, HE'LL HELP US.  
24 Q. OKAY. AND HOW OFTEN WAS MR. PIERSON ON THE JOB?  
25 A. ALMOST EVERY TWO WEEKS, SOMETIMES A WEEK, IT'S



1 DIFFERENT WHEN HE CAME.

2 Q. ALL RIGHT. AND HOW OFTEN WOULD YOU HEAR FROM HIM

3 DURING THE TIME HE WAS NOT THERE?

4 A. WHAT WAS THE -- COULD YOU EXPLAIN THAT TO ME?

5 Q. HOW OFTEN WOULD HE -- HOW OFTEN WOULD YOU HEAR FROM

6 MR. PIERSON WHEN HE WAS NOT PHYSICALLY PRESENT ON

7 THE JOB?

8 A. SOMETIMES I JUST HEAR BY THE WAY OF FRANCISCO WAS TO

9 -- AND NOW HE -- HE'S -- WHAT DOES HE MEAN BY THIS

10 OR WHAT DOES HE SAY BY HOW THIS IS GOING TO GO.

11 LIKE FOR EXAMPLE, WHAT HE'S SAYING, WHAT DOES --

12 WHAT DOES HE MEAN BY LAYING THIS WALL, STUFF LIKE

13 THAT.

14 Q. ALL RIGHT. DID -- DOES MR. CHAVEZ SPEAK ENGLISH?

15 A. NO, SIR.

16 Q. AND TO YOUR KNOWLEDGE, DID YOU EVER HEAR MR. PIERSON

17 SPEAKING SPANISH?

18 A. NO, SIR.

19 Q. ALL RIGHT. AND WHO THEN WAS IT THAT INTERPRETED,

20 AIDED THE COMMUNICATIONS BETWEEN MR. PIERSON AND

21 OTHERS ON THE JOB SITE?

22 A. FRANCISCO CHAVEZ'S WIFE.

23 Q. AND WHAT IS MR. CHAVEZ'S WIFE'S NAME?

24 A. MELYNDA. I DON'T REALLY KNOW HER. WELL, I DON'T --

25 I DON'T KNOW HER LAST NAME.

1 Q. ALL RIGHT. MELYNDA?  
2 A. MELYNDA.  
3 Q. OKAY.  
4 A. YES.  
5 Q. ALL RIGHT. AND HOW WOULD YOU KNOW HOW BIG TO MAKE A  
6 ROOM?  
7 A. BECAUSE SOMETIMES I SEEN THROUGH THE TEXTS OR WHEN  
8 YOU SEE BY ---  
9 Q. ARE YOU SAYING, TEXT?  
10 A. TEXT.  
11 Q. T-E-X-T?  
12 A. YES.  
13 Q. TEXT?  
14 A. YES.  
15 Q. ON A TELEPHONE?  
16 A. YES.  
17 Q. OKAY.  
18 A. OR SOMETIMES HE WILL SHOW US. FRANCISCO WOULD SHOW  
19 ME THE PLANS OR JUST THE PLANS WHERE MR. PIERSON  
20 WOULD WRITE ON THE PIECE OF PAPER, AND WE JUST TRIED  
21 TO FIGURE OUT HOW IT WAS ---  
22 Q. ALL RIGHT.  
23 A. HOW IT WAS.  
24 Q. AND IS -- IS THAT -- HOW WOULD YOU KNOW HOW TALL TO  
25 MAKE THE CEILING?

1 A. BY MR. PIERSON'S PLANS OR THE WRITING.  
2 Q. WAS THERE EVER A SINGLE PLAN PROVIDED FOR THE  
3 CONSTRUCTION OF THIS HOUSE?  
4 A. I NEVER SEEN ONE.  
5 Q. OKAY. WAS THERE OTHER -- EVER ANY CONTRACT OF  
6 EMPLOYMENT IN WRITING?  
7 A. NO, SIR.  
8 Q. AND WERE YOU AN EMPLOYEE OF CHAVEZ?  
9 A. NO, SIR.  
10 Q. OKAY. WHO WERE YOU LOOKING TO FOR DIRECTION?  
11 A. MR. PIERSON.  
12 Q. OKAY. NOW, AFTER YOU HAD THE INTERVIEW WITH MR.  
13 PIERSON, WAS THERE EVER A TIME THAT YOU WERE  
14 DISCHARGED OR LAID OFF BY MR. PIERSON?  
15 A. NO, SIR.  
16 Q. WAS THERE EVER A TIME THAT HE ASKED YOU NOT TO WORK?  
17 A. NO, SIR.  
18 Q. OKAY. AND DID HE HAVE THE RIGHT TO DO THAT?  
19 A. YES, SIR.  
20 Q. OKAY. YOU WERE LOOKING TO MR. PIERSON AND NOT TO  
21 MR. CHAVEZ?  
22 A. YES, SIR.  
23 Q. OKAY. WHO KEPT TRACK OF YOUR HOURS?  
24 A. MR. CHAVEZ.  
25 Q. OKAY. AND DID HE DO THAT FOR EVERYBODY ON THE JOB?

1 A. YES, SIR.

2 Q. AND WHAT, DO YOU KNOW WHAT HE WOULD DO WITH THOSE,  
3 WERE -- WERE THEY IN A BOOKLET?

4 A. THEY WERE IN A -- HE WOULD WRITE THEM IN A SOME KIND  
5 OF A NOTEBOOK.

6 Q. OKAY.

7 A. THEN AFTER THAT, I DON'T KNOW. I THINK HE WOULD  
8 GIVE THEM TO MR. PIERSON.

9 Q. OKAY. ALL RIGHT. OKAY. NOW, IN THE COURSE OF  
10 DOING THIS CONSTRUCTION JOB, DID YOU HAVE TOOLS AND  
11 EQUIPMENT?

12 A. NO, SIR.

13 Q. HOW DID YOU GET SAY, DID YOU HAVE A TRENCHING  
14 MACHINE TO DO THE FOOTING?

15 A. NO, SIR.

16 Q. OH. WHERE DID IT COME FROM?

17 A. MR. PIERSON.

18 Q. OKAY. AND DID YOU HAVE A CONCRETE MIXER?

19 A. NO, SIR.

20 Q. OKAY. WHERE DID IT COME FROM?

21 A. MR. CHAVEZ.

22 Q. OKAY. DID HE HAVE ONE?

23 A. HE CAME UP WITH ONE.

24 Q. OKAY. HOW ABOUT COMPRESSORS?

25 A. NO, SIR.

1 Q. DO YOU -- HOW DID YOU GET A COMPRESSOR?

2 A. MR. PIERSON.

3 Q. OKAY. AND WHAT DID YOU USE THE COMPRESSOR FOR?

4 A. TO FRAME THE WALLS.

5 Q. NAIL GUN?

6 A. YES, SIR.

7 Q. ALL RIGHT. WHERE DID YOU GET THE NAIL GUN?

8 A. IT WAS ON THIS -- ON ALL THE TOOLS OF THE VAN THAT  
9 HE WAS DRIVING.

10 Q. WHOSE VAN?

11 A. MR. PIERSON'S.

12 Q. AND DID YOU EVER GO TO A STORAGE UNIT WHERE THAT VAN  
13 WAS LOCATED?

14 A. I WENT ONCE.

15 Q. ALL RIGHT.

16 A. NOT TWICE.

17 Q. ALL RIGHT.

18 BY MR. EHLIES:

19 AND I THINK WE PROVIDED THESE TO EVERYBODY,

20 PHOTOGRAPHS. YOU MIGHT WANT TO PASS THOSE AROUND.

21 (COURT REPORTER MARKS PHOTOGRAPHS, FOUR PAGES, CLAIMANT'S  
22 EXHIBIT NUMBER ONE, ATTACHED, RETAINED IN THE COMMISSION  
23 FILE)

24 DIRECT EXAMINATION RESUMED BY MR. EHLIES:

25 Q. DO YOU RECOGNIZE WHAT'S BEING MARKED AS EXHIBIT --

1 THE CLAIMANT'S EXHIBIT NUMBER ONE, AND IT HAS ONE,  
2 TWO, THREE, FOUR PAGES, AND ASK YOU IF YOU RECOGNIZE  
3 THAT FACILITY?

4 A. YES, SIR.

5 Q. AND WHAT IS THAT?

6 A. TO ME THAT'S A -- A STORAGE.

7 Q. OKAY. AND IS -- WHOSE STORAGE?

8 A. MR. PIERSON.

9 Q. IS THAT WHERE YOU WENT TO GET THE VAN?

10 A. NO.

11 Q. WHERE DID YOU GET THAT?

12 A. ON A PIECE OF -- ON A -- ON A PROPERTY THAT HE ALSO  
13 OWNS OVER THERE BY -- BY THE JOB THAT WE WAS DOING,  
14 ABOUT FIVE MINUTES FROM THERE -- THREE MINUTES.

15 Q. WHAT WAS AT THE STORAGE UNIT?

16 A. IT WAS SOME TYPE -- IT WAS DIFFERENT STUFF LIKE  
17 TOOLS, WOOD OR STUFF THAT COULDN'T GET WET.

18 Q. OKAY. AND THOSE WERE THE -- WERE THE PROPERTY OF  
19 MR. PIERSON?

20 A. YES, SIR.

21 Q. OKAY. WAS THERE MORE THAN ONE COMPRESSOR THAT MR.  
22 PIERSON PROVIDED TO YOU?

23 A. YES, SIR.

24 Q. AND AS FAR AS CLEARING THE LOT TO MAKE THE  
25 CONSTRUCTION, DID YOU HAVE CHAIN SAWS?

1 A. NO, SIR.  
2 Q. DID HE PROVIDE -- DID MR. PIERSON PROVIDE CHAIN  
3 SAWS?  
4 A. YES, SIR.  
5 Q. AND HOW MANY?  
6 A. I SEEN ONE.  
7 Q. ALL RIGHT. DID MR. PIERSON PROVIDE SKILL SAWS?  
8 A. I SEEN TWO.  
9 Q. TWO. IS THAT A YES, OR A NO?  
10 A. YES.  
11 Q. OKAY. AND WHAT DID YOU USE THE SKILL SAWS FOR?  
12 A. TO CUT THE WOOD.  
13 Q. THANK YOU. AND WE'VE ALREADY MENTIONED THE NAIL  
14 GUNS. HOW ABOUT HAND TOOLS LIKE LEVELS?  
15 A. YES, SIR.  
16 Q. WHAT'S A LEVEL?  
17 A. LEVEL IS TO MAKE SURE EVERYTHING IS -- IS RIGHT.  
18 Q. WHO PROVIDED THOSE TO YOU?  
19 A. MR. PIERSON.  
20 Q. OKAY. HOW ABOUT A HANDSAW?  
21 A. MR. PIERSON.  
22 Q. OKAY. WE TALKED ABOUT A TRENCHER?  
23 A. UH-HUH.  
24 Q. WHO PROVIDED THE TRENCHER?  
25 A. MR. PIERSON.

- 1 Q. WAS THERE A BOBCAT INVOLVED?
- 2 A. I DIDN'T -- I DIDN'T SEE ONE. AT THE TIME, I DIDN'T
- 3 SEE ONE. UH-UH.
- 4 Q. OKAY. AND WHO PROVIDED THE SUPPLIES, THE ACTUAL
- 5 NAILS AND BOARDS AND WALLBOARD AND THINGS LIKE THAT?
- 6 A. MR. PIERSON.
- 7 Q. OKAY. OKAY. NOW, DO YOU KNOW HOW MANY CHECKS YOU
- 8 ACTUALLY RECEIVED IN PAYMENT FOR THE WORK YOU DID?
- 9 A. NOT AT THE TOP OF MY HEAD RIGHT NOW.
- 10 Q. HOW MANY DID YOU RECEIVE BEFORE DECEMBER THE 23RD OF
- 11 2013?
- 12 A. I DON'T REMEMBER.
- 13 Q. OKAY. HOW LONG HAD YOU BEEN WORKING BEFORE YOU
- 14 FELL?
- 15 A. ABOUT TWO MONTHS.
- 16 Q. ALL RIGHT. AND HOW OFTEN WERE YOU PAID, EVERY WEEK?
- 17 A. WEEKLY.
- 18 Q. OKAY. SO IF YOU WERE THERE TWO MONTHS BEFORE YOU
- 19 FELL, DID YOU RECEIVE APPROXIMATELY EIGHT CHECKS?
- 20 A. YES, 'CAUSE WE WAS GETTING ONE EVERY WEEK.
- 21 Q. DID THEY VARY IN AMOUNT; WERE THEY DIFFERENT
- 22 AMOUNTS?
- 23 A. DIFFERENT AMOUNTS.
- 24 Q. AND HOW WERE THEY DIFFERENT; WHY WOULD THEY BE
- 25 DIFFERENT?



1 A. WAS DEPENDING ON THE HOURS THAT WAS WORKING ON.  
2 Q. OKAY. AND WHOSE CHECK WAS PAYMENT MADE, AND WHAT  
3 NAME WAS ON THE CHECK?  
4 A. MR. PIERSON.  
5 Q. PIERSON CONSTRUCTION?  
6 A. YES.  
7 Q. OKAY. DID YOU EVER GET PAID OR WERE YOU EVER OWED  
8 AS AN EMPLOYEE OF MR. CHAVEZ, FRANCISCO CHAVEZ?  
9 A. NO, SIR.  
10 Q. OKAY. AND WHEN YOU WERE HIRED, WHO DID YOU PROVIDE  
11 YOUR CRITICAL DATA TO, SOCIAL SECURITY CARD,  
12 DRIVER'S LICENSE AND THOSE THINGS?  
13 A. MR. PIERSON.  
14 Q. OKAY. AND WHO ASKED YOU FOR THOSE?  
15 A. MR. PIERSON.  
16 Q. ALL RIGHT. SO THAT WAS A DIRECT CONTACT BETWEEN YOU  
17 AND PIERSON?  
18 A. YES, SIR.  
19 Q. OKAY. DID HE COPY THEM TO YOUR KNOWLEDGE?  
20 A. I JUST GAVE THEM TO HIM, AND HE TOLD ME HE WAS GOING  
21 TO MAKE A COPY OF THEM, BUT I -- I DON'T KNOW IF HE  
22 DID OR NOT.  
23 Q. DID YOU GET THEM BACK?  
24 A. YES, SIR.  
25 Q. OKAY. DO YOU KNOW WHETHER MR. PIERSON PROVIDED

1           TRANSPORTATION TO YOU AND/OR THE OTHERS ON THAT JOB?

2           A.   HE HAD A -- A VAN.

3           Q.   MR. PIERSON?

4           A.   HE HAS A VAN, A WHITE VAN THAT WE'LL DRIVE FROM HIS  
5           LAND TO THE JOB.

6           Q.   OKAY, ALL RIGHT. AND DID YOU USE THAT VAN TO RUN  
7           ERRANDS?

8           A.   TO RUN SOMETIMES MATERIAL OR WHATEVER ALL -- 'CAUSE  
9           ALL THE TOOLS WASN'T THERE, THEY WERE IN THAT VAN.

10          Q.   OKAY. IT'S -- TO YOUR KNOWLEDGE, WAS THERE EVER ANY  
11          PLAN FOR THE CONSTRUCTION SPECIFICS OF THAT HOUSE OR  
12          PROJECT THAT WERE IN PRINT, IN WRITING, OTHER THAN  
13          THE ETCHING THAT MR. PIERSON GAVE?

14          A.   NO, SIR.

15          Q.   SO THERE WAS NEVER -- DO -- DO YOU -- TO YOUR  
16          KNOWLEDGE, WAS THERE EVER ANY PLAN OF ANY KIND  
17          PRESENTED TO ANYONE FOR PURPOSES OF MAKING AN  
18          ESTIMATE OF THE CONSTRUCTION COST OR ANY KIND OF A  
19          DETAIL LIKE THAT?

20          A.   NO, SIR.

21          Q.   OKAY. SO IS IT FAIR TO SAY THEN THAT YOU -- WHAT  
22          WAS DONE WAS DONE AT MR. PIERSON'S DIRECTION?

23          A.   YES, SIR.

24          Q.   AND WAS THERE EVER A TIME WHERE YOU WERE DOING  
25          THINGS THAT WEREN'T CONTROLLED BY MR. PIERSON?

1 A. NO, SIR.

2 BY MR. EHLIES:

3 OKAY, ALL RIGHT. THANK YOU SO MUCH.

4 BY COMMISSIONER TAYLOR:

5 OKAY, ALL RIGHT. MR. PADGETT.

6 CROSS-EXAMINATION BY MR. PADGETT:

7 Q. MR. RODRIGUEZ, MY NAME IS DAVID PADGETT. WE MET  
8 PREVIOUSLY AT YOUR DEPOSITION. I'M HERE ON BEHALF  
9 OF THE HARTFORD INSURANCE COMPANY. I JUST HAVE A  
10 COUPLE OF QUESTIONS FOR YOU IN FOLLOW UP. I WANT TO  
11 MAKE SURE I UNDERSTAND THIS ISSUE ABOUT THE TOOLS,  
12 'CAUSE IT SEEMED LIKE IT WAS KIND OF BACK AND FORTH.  
13 WAS THE CEMENT MIXER, WAS THAT YOUR EQUIPMENT OR  
14 NOT?

15 A. NO, SIR.

16 Q. OKAY. WHOSE WAS THAT?

17 A. FROM MR. FRANCISCO, HE BROUGHT IT TO THE JOB.

18 Q. HE BROUGHT IT?

19 A. YES, MR. FRANCISCO CHAVEZ.

20 Q. SO DO YOU KNOW WHOSE -- WHOSE IT WAS, OR YOU JUST  
21 DON'T KNOW, YOU JUST KNOW HE BROUGHT IT?

22 A. I DON'T KNOW.

23 Q. OKAY. WHAT IF ANY TOOLS OF YOUR OWN DID YOU BRING  
24 TO THE JOB?

25 A. NO, SIR.

1 Q. YOU DIDN'T BRING ANY?

2 A. NO, SIR.

3 Q. AND WHAT'S YOUR UNDERSTANDING OF WHO YOU WERE  
4 WORKING FOR AT THE TIME OF THE INJURY?

5 A. TO MR. PIERSON.

6 Q. THAT YOU WERE WORKING FOR MR. PIERSON?

7 A. YES, SIR.

8 Q. AND WHAT -- WHAT REASON IS IT THAT YOU ARRIVE AT  
9 THAT?

10 A. HE WOULD LET US KNOW WHAT TO DO AND HOW HE WAS  
11 PAYING US.

12 Q. OKAY. BECAUSE HE LET YOU KNOW WHAT TO DO AND HOW HE  
13 WAS PAYING YOU?

14 A. YES.

15 Q. BUT DID -- DID FRANCISCO CHAVEZ, DID HE NOT EVER LET  
16 YOU KNOW WHAT TO DO WHILE ON THE JOB?

17 A. YES, SIR.

18 Q. OKAY. SO HE DID AS WELL?

19 A. YES, SIR.

20 Q. AND DID FRANCISCO CHAVEZ NOT GIVE YOU A LOT MORE  
21 INSTRUCTION OF WHAT TO DO ON THE JOB THAN MR.  
22 PIERSON?

23 A. HE'LL A -- HE'LL SHOW ME. HE'LL -- HE -- HE'LL SHOW  
24 ME THE -- THE PICTURES OR THE PAPERS OF -- OF WHAT'S  
25 -- WHAT WOULD NEEDED TO BE DONE, AND FROM THERE WE

1 WILL -- WE BOTH WILL, YOU KNOW, IT AND -- IT WAS  
2 WENT OVER IT.

3 Q. OKAY. AND DID YOU TESTIFY THAT THERE WAS -- THERE  
4 WAS A VEHICLE THAT -- THAT WAS USED, WAS IT -- WAS  
5 THERE A TRUCK AND A VAN, OR JUST A TRUCK? I JUST  
6 WANT TO MAKE SURE I UNDERSTAND YOU ON THIS.

7 A. IT WAS A VAN ---

8 Q. YEAH.

9 A. --- AND A TRUCK.

10 Q. OKAY. SO IT WAS A VAN AND A TRUCK?

11 A. YES, SIR.

12 Q. AND DID THE VAN OR TRUCK HAVE ANY COMPANY SIGN OR  
13 SYMBOL ON IT?

14 A. I DIDN'T SEE NO SIGN ON THE VAN.

15 Q. NO SIGN ON THE VAN?

16 A. NO.

17 Q. OKAY. NOT EVEN ON THE TRUCK? DID YOU SEE ANY SIGNS  
18 OR EMBLEMS OR SYMBOLS THAT SAID ROBERT PIERSON  
19 CONSTRUCTION ANYWHERE WHILE YOU WERE DOING THIS  
20 WORK?

21 A. NO, SIR.

22 Q. YOU DIDN'T SEE ANYTHING THAT SAID THAT?

23 A. NO, SIR.

24 Q. OKAY. SO OTHER THAN THE CHECKS THAT YOU GOT THAT  
25 SAID ROBERT PIERSON CONSTRUCTION, THERE WAS NOTHING.

1           WAS THERE ANYTHING ELSE THAT YOU SAW OR LED -- OR  
2           THAT SAID ROBERT PIERSON CONSTRUCTION?  
3       A.   HE WOULD GIVE ME ONE OF HIS CARDS ---  
4       Q.   YEAH.  
5       A.   --- THAT SAYS ROBERT PIERSON CONSTRUCTION.  
6       Q.   AND WHO WAS YOUR UNDERSTANDING YOU WERE WORKING FOR  
7           ON THE DATE OF THE INJURY?  
8       A.   MR. PIERSON.  
9       Q.   OKAY. AND BY MR. PIERSON, YOU MEAN ROBERT PIERSON  
10           CONSTRUCTION?  
11       A.   YES.  
12       Q.   AT ANY POINT IN TIME, DID YOU EVER THINK THAT YOU  
13           HAD ANY CONNECTION OR ANY RELATION TO AN ABC DAYCARE  
14           FACILITY IN MARYLAND?  
15       A.   TO BE HONEST, I NEVER KNEW NOTHING ABOUT THIS UNTIL  
16           ALL THIS BEGIN TO COME UP.  
17       Q.   OKAY. AND IN FACT, IN YOUR INITIAL PLEADINGS AND  
18           HEARING REQUEST, ABC DAYCARE WASN'T EVEN MENTIONED,  
19           WAS IT?  
20       A.   NEVER.  
21       BY MR. PADGETT:  
22           OKAY. THAT'S ALL THE QUESTIONS I HAVE. WE --  
23           I APPRECIATE YOUR TIME TODAY.  
24       BY COMMISSIONER TAYLOR:  
25           MR. HILLER.

1        CROSS-EXAMINATION BY MR. HILLER:

2        Q.    MR. RODRIGUEZ ---

3        BY MR. HILLER:

4                    I'M GOING TO MOVE AROUND THIS TIME.

5        BY COMMISSIONER TAYLOR:

6                    OKAY, THANK YOU.    THAT'LL BE FINE.

7        CROSS-EXAMINATION RESUMED BY MR. HILLER:

8        Q.    MR. RODRIGUEZ, DID YOU SAY THAT THE FOUNDATION WAS  
9                    ALREADY IN WHEN YOU FIRST STARTED WORKING OUT THERE?

10       A.    YES, SIR.

11       Q.    AND DID YOU -- DID YOU ALSO TELL ME THAT YOU  
12                    ACTUALLY MET WITH MR. PIERSON AND DISCUSSED WORKING  
13                    FOR HIM WITH HIM?

14       A.    HE WOULD -- HE WILL -- HE, MR. FRANCISCO TOLD ME  
15                    THAT MR. PIERSON WAS LOOKING FOR HELP.

16       Q.    OKAY.    AND WHEN -- WHEN FRANCISCO TOLD YOU THAT, DID  
17                    YOU AGREE TO DO WORK?

18       A.    YES.

19       Q.    WELL, DID YOU TELL MR. CHAVEZ, YOU CALL HIM  
20                    FRANCISCO?

21       A.    YES.

22       Q.    BUT YOU WERE -- YOU WERE TALKING ABOUT FRANCISCO  
23                    CHAVEZ?

24       A.    CHAVEZ.    YES, SIR.

25       Q.    OKAY.    SO YOU TOLD THEM YOU'D BE WILLING TO WORK?

1 A. YES, SIR.

2 Q. ALL RIGHT. AND YOU TOLD HIM HOW MUCH YOU WANTED TO  
3 EARN?

4 A. YES, SIR.

5 Q. HOW MUCH PER HOUR?

6 A. I MEAN, I -- WELL, I TOLD HIM THAT I WAS AT LEAST  
7 MAKING \$10, OR THEN HE SAID, WE'LL -- WE'LL SEE.

8 Q. OKAY. ALL RIGHT. AND -- AND DID YOU ACTUALLY START  
9 -- YOU STARTED WORKING BEFORE YOU EVER MET MR.  
10 PIERSON? YOU STARTED WORKING AND GETTING PAID  
11 BEFORE YOU EVER MET MR. PIERSON, CORRECT?

12 A. YES, SIR.

13 Q. ALL RIGHT. SO MR. CHAVEZ TOLD YOU HE HAD WORK FOR  
14 YOU AND YOU'D GET AT LEAST \$10 AN HOUR, AND YOU WENT  
15 AHEAD AND STARTED WORK?

16 A. YES, SIR.

17 Q. ALL RIGHT. AND -- AND -- AND IN FACT THE TRUTH IS  
18 IS THAT MR. PIERSON, DURING THE EIGHT WEEKS YOU  
19 WORKED THERE, YOU ONLY SAW HIM TWICE, TWO TIMES?

20 A. IF I CAN REMEMBER.

21 Q. YOU WOULD AGREE WITH THAT HE CAME DOWN TWICE FROM  
22 MARYLAND, TWO TIMES, RIGHT?

23 A. IF I CAN REMEMBER.

24 Q. IS THAT ---

25 A. PROBABLY IT COULD BE FOUR TIMES.



- 1 Q. FOUR TIMES?
- 2 A. ABOUT FOUR TIMES.
- 3 Q. OKAY. SO ONCE EVERY TWO WEEKS?
- 4 A. SOMETIMES HE DON'T, THE OWNER, HE'LL BE SAYING "I'LL
- 5 BE BACK OR I'M A STAY HERE FOR A WEEK."
- 6 Q. OKAY. SO WHEN YOU SAY FOUR TIMES, THAT WOULD BE
- 7 INCLUDING THE TIMES THAT HE STAYED MORE THAN ONE
- 8 DAY?
- 9 A. YES, SIR.
- 10 Q. ALL RIGHT. AND -- AND WHEN YOU WERE TALKING ABOUT
- 11 THE CONVERSATIONS, THE TEXT MESSAGES ABOUT HOW TO
- 12 BUILD A HOUSE, HE DIDN'T CALL YOU, DID HE?
- 13 A. NO, SIR.
- 14 Q. HE DIDN'T SEND YOU TEXT MESSAGES, DID HE?
- 15 A. NO, SIR.
- 16 Q. ALL THE CALLS AND THE TEXT MESSAGES WERE TO MR.
- 17 CHAVEZ?
- 18 A. YES, SIR.
- 19 Q. ALL RIGHT. AND SO HE WOULD CALL MR. CHAVEZ OR HE'D
- 20 SEND MR. CHAVEZ A TEXT MESSAGE, AND THEN MR. CHAVEZ
- 21 WOULD TELL YOU "THIS IS WHAT WE'RE GOING TO DO"?
- 22 A. YES, SIR.
- 23 Q. ALL RIGHT. AND SO WHENEVER YOU GOT ORDERS, WHENEVER
- 24 SOMEBODY TOLD YOU WHAT TO DO, IT WAS MR. CHAVEZ?
- 25 A. YES, SIR.

1 Q. OKAY. SO MR. CHAVEZ WOULD SAY, "OKAY, NOW WE'RE  
2 GOING TO BUILD THIS WALL," AND Y'ALL WOULD BUILD THE  
3 WALL, RIGHT?

4 A. YES.

5 Q. OKAY. NOW, WITH REGARDS TO THE TOOLS, DID YOU  
6 ACTUALLY SEE MR. PIERSON BRING ANY OF THOSE TOOLS TO  
7 THE JOB?

8 A. THE COMPRESSOR.

9 Q. MR. PIERSON BROUGHT THE COMPRESSOR OVER THERE?

10 A. YES, SIR.

11 Q. ALL RIGHT. DO YOU KNOW IF HE RENTED THAT COMPRESSOR  
12 FROM HOME DEPOT OR SOMEPLACE?

13 A. AS FAR AS I UNDERSTAND, HE BOUGHT IT.

14 Q. HE BOUGHT IT SO THAT Y'ALL COULD USE IT?

15 A. YES, SIR.

16 Q. ALL RIGHT. AND YOU DON'T KNOW WHOSE THE CEMENT  
17 MIXER WAS, DO YOU?

18 A. NO.

19 Q. AND -- AND -- AND, OF COURSE, IF THE FOUNDATION WAS  
20 ALREADY IN, YOU WOULDN'T HAVE KNOWN ABOUT IT; I  
21 MEAN, THERE WOULDN'T HAVE BEEN AN EXCAVATOR, WOULD  
22 THERE?

23 A. NO, SIR.

24 Q. SO -- SO WHEN YOU SAID TO ME HE PROVIDED THE  
25 EXCAVATOR, YOU DIDN'T SEE ANY EXCAVATOR BECAUSE THE

1 FOUNDATION WAS ALREADY IN BEFORE YOU STARTED WORK?  
2 A. NO. BECAUSE WE -- WE WOULD GO AND VISIT MR.  
3 FRANCISCO, THAT'S HIS JOB.  
4 Q. SO YOU GOT ALL THAT INFORMATION FROM MR. CHAVEZ?  
5 A. NO, SIR. WE WILL -- WE WILL GO AND VISIT HIM WHILE  
6 HE WAS WORKING.  
7 Q. OH, YOU WERE JUST VISITING OUT THERE?  
8 A. SEE THAT, 'CAUSE HE WILL -- HE WILL SAY ---  
9 Q. OKAY.  
10 A. --- "HEY, I'M OVER HERE," OR SOMETIMES MY BROTHER  
11 WOULD CALL ME, "WHAT ARE YOU DOING?" HE SAID, "OH,  
12 I'M OVER HERE. I'M WORKING, WE'LL DROP AND, YOU  
13 KNOW, JUST SEE WHAT -- WHAT HE WAS DOING."  
14 Q. OKAY. NOW, SO WITH REGARDS TO -- WELL -- WELL, LET  
15 ME BACK UP. SO TELL ME SPECIFICALLY WHAT YOU SAW  
16 MR. PIERSON GIVE FROM A TOOL STANDPOINT AND FOR  
17 Y'ALL TO WORK. YOU TOLD ME ABOUT THE COMPRESSOR.  
18 WAS THERE ANYTHING YOU ACTUALLY SAW MR. PIERSON HAND  
19 SOMEBODY?  
20 A. WELL, THE ALL -- THERE WAS A LOT OF TOOLS ON THE  
21 VAN. WHEN -- AS SOON AS I STARTED WORKING, THERE  
22 WAS SOME TOOLS ON THE VAN, AND I ASKED MR.  
23 FRANCISCO, I ASKED HIM "WHO ARE THESE TOOLS?" HE  
24 SAID, "ALL THESE BELONGS TO MR. PIERSON."  
25 Q. PIERSON, ALL RIGHT. SO -- SO YOUR -- ALL YOU KNOW

1                   IS THAT MR. CHAVEZ TOLD YOU THAT?

2           A.    YES, SIR.

3           Q.    ALL RIGHT.  NOW, AND OF COURSE, YOU SAID THAT MR.

4                   PIERSON PROVIDED A CHAIN SAW.  BUT, OF COURSE, YOU

5                   WEREN'T THERE WHEN THE TREES WERE CUT, RIGHT?

6           A.    NO.

7           Q.    SO THAT WAS ALSO SOMETHING MR. ---

8           A.    YES.

9           Q.    --- CHAVEZ TOLD YOU.  YOU DIDN'T SEE ANY OF THAT?

10          A.    NO.

11          Q.    YOU HAVE A WHITE VAN, RIGHT?

12          A.    YES, SIR.

13          Q.    ALL RIGHT.  AND WHEN YOU WENT TO THE JOB EVERY TIME,

14                   EVERY SINGLE TIME YOU WENT TO THE JOB, DID ANYBODY

15                   RIDE WITH YOU?

16          A.    MR. CHAVEZ.

17          Q.    OKAY.

18          A.    WE DRIVE TWO TIMES WHENEVER HIS CAR WAS BREAK DOWN.

19          Q.    OKAY.  WERE YOU EVER AT THE JOB WHEN MR. CHAVEZ

20                   WASN'T AT THE JOB?

21          A.    NO, SIR.  NEVER.

22          Q.    OKAY.  SO YOU ONLY WENT IF MR. CHAVEZ WAS THERE?

23          A.    YES, SIR.

24          Q.    AND -- AND IF MR. CHAVEZ WASN'T THERE, YOU DIDN'T

25                   GO?

1 A. NO, SIR.

2 Q. ALL RIGHT. AND -- AND WHENEVER MR. PIERSON WAS

3 THERE, WAS MR. CHAVEZ ALWAYS THERE?

4 A. YES, SIR.

5 Q. SO YOU NEVER MET WITH MR. PIERSON WITHOUT MR. CHAVEZ

6 BEING THERE?

7 A. NO, SIR.

8 Q. IF I -- IF I'M CORRECT, DECEMBER THE 23RD, 2013, WAS

9 A MONDAY, WASN'T IT?

10 A. IT'S A -- YES, SIR.

11 Q. OKAY. SO -- SO YOU HAD ALREADY BEEN PAID FOR THE

12 WORK YOU HAD DONE THE PRIOR WEEK?

13 A. YES, SIR.

14 Q. MR. CHAVEZ GAVE YOU A CHECK ON FRIDAY EVERY WEEK YOU

15 WORKED, RIGHT?

16 A. SOMETIMES HE WOULD GIVE A -- HE -- HE'LL GIVE US A

17 CHECK ON FRIDAYS, AND SOMETIMES ON MONDAYS OR

18 SATURDAYS.

19 Q. OKAY. BUT -- BUT YOU -- YOU HAD ALREADY BEEN PAID

20 FOR THE PRIOR WEEK; MR. CHAVEZ HAD GIVEN YOU A CHECK

21 FOR THE PRIOR WEEK, RIGHT?

22 A. IF I REMEMBER, YES.

23 Q. OKAY. AND -- AND YOU -- YOU -- MR. PIERSON WAS NOT

24 THERE ON THE DATE THAT YOU FELL?

25 A. NO, SIR.

1 Q. OKAY. AND -- AND HE HADN'T BEEN THERE THE WEEK  
2 PRIOR TO YOU FALLING, HAD HE?  
3 A. NO, SIR.  
4 Q. ALL RIGHT. SO ALL THAT TIME YOU WERE THERE, AND MR.  
5 CHAVEZ WAS THE ONE THAT WAS GIVING YOU ORDERS?  
6 A. YES, SIR.  
7 Q. AND -- AND ON THE DAY THAT YOU FELL, YOU' OBVIOUSLY  
8 DIDN'T WORK MORE THAN EIGHT HOURS, RIGHT?  
9 A. NO.  
10 Q. OKAY. DID YOU WORK ANY THAT DAY, I MEAN AN HOUR OR  
11 TWO BEFORE?  
12 A. I DON'T KNOW.  
13 Q. HOW SOON DID YOU FALL WHEN YOU GOT THERE?  
14 A. UH.  
15 Q. PRETTY QUICK?  
16 A. PROBABLY ABOUT TWO HOURS.  
17 Q. TWO HOURS. AND THEN, OF COURSE, THAT WEEK WAS GOING  
18 TO BE CHRISTMAS?  
19 A. YES, SIR.  
20 Q. YOU KNOW, AND I KNOW IT WASN'T A GOOD ONE. BUT THE  
21 23RD WAS MONDAY, AND SO THAT -- WERE Y'ALL SCHEDULED  
22 TO WORK ON CHRISTMAS EVE, OR WOULD -- WERE YOU NOT  
23 GOING TO WORK ON CHRISTMAS EVE, DO YOU KNOW?  
24 A. I DON'T REMEMBER.  
25 Q. YOU NEVER GOT THAT FAR. BUT YOU DEFINITELY WEREN'T

1 GOING TO WORK ON CHRISTMAS, RIGHT?

2 A. NO. JUST WE PLANNED NOT TO.

3 Q. SO THAT, YOU KNOW, AND -- AND YOU SAID YOU TURNED --

4 DID YOU -- DID YOU KEEP YOUR HOURS YOURSELF?

5 A. NO, SIR.

6 Q. DID -- SO YOU -- YOU RELIED ON MR. CHAVEZ TO KEEP

7 TRACK OF THE NUMBER OF HOURS YOU WORKED?

8 A. HE WOULD WRITE THEM DOWN MAYBE EVERY ---

9 Q. ALL RIGHT.

10 A. --- EVERY DAY AT THE END OF THE DAY.

11 Q. OKAY. SO -- SO FOR THAT WEEK, HE WOULDN'T HAVE

12 TURNED IN BUT MAYBE TWO, FOUR, OR EIGHT HOURS MOST,

13 RIGHT ---

14 A. YES, SIR.

15 Q. --- FOR THAT WEEK, BECAUSE YOU GOT HURT ON THE VERY

16 FIRST DAY OF THAT WEEK?

17 A. YES, SIR.

18 Q. ALL RIGHT. AND WHERE ARE YOU WORKING NOW?

19 A. I'M NOT WORKING.

20 Q. YOU'RE NOT WORKING AT ALL?

21 A. NO, SIR.

22 Q. YOU AREN'T WORKING FOR ANOTHER CONTRACTOR?

23 A. I'M NOT WORKING, SIR. I CAN'T WORK.

24 Q. YOU AREN'T -- YOU AREN'T GOING TO LOWE'S AND PICKING

25 UP --- I MEAN HOME DEPOT OR LOWE'S AND PICKING UP

1 SUPPLIES AND TAKING IT TO ---  
2 A. NO, SIR.  
3 Q. --- ANOTHER JOB SITE? OKAY. DO YOU HAVE ANY TOOLS?  
4 DO YOU HAVE ANY KIND OF CARPENTRY TOOLS?  
5 A. NO, SIR.  
6 Q. SO YOU DON'T HAVE A SAW?  
7 A. NO, SIR.  
8 Q. NOT A HAMMER?  
9 A. NO, SIR.  
10 Q. MR. RODRIGUEZ, ARE YOU STILL LIVING AT -- OR DO YOU  
11 GET YOUR MAIL AT P.O. BOX 796 IN WALHALLA?  
12 A. NO, SIR. I STAY IN 1429 WEST MAIN STREET.  
13 Q. HAVE YOU EVER GOTTEN YOUR MAIL AT P.O. BOX 796,  
14 WALHALLA?  
15 A. NO, SIR.  
16 Q. ALL RIGHT. DO YOU KNOW, DID MR. CHAVEZ BRING YOU A  
17 PIECE OF PAPER AFTER THE FIRST OF 2014, WHAT'S KNOWN  
18 AS A 1099, DID HE BRING THAT TO YOU?  
19 A. YEAH, HE'LL BRING ME THAT.  
20 Q. SO IT WAS MAILED TO HIM; HE'S THE ONE THAT HAS THAT  
21 P.O. BOX?  
22 A. YES, SIR.  
23 Q. AND -- AND HE GAVE IT TO YOU?  
24 A. YEAH, HE SENT IT TO ME.  
25 Q. AND YOU GOT THAT?



1 A. IN THAT AREA, I WASN'T STILL IN THE HOUSE BUT -- BUT  
2 I ---

3 Q. YEAH, BUT YOU GOT THAT FROM MR. CHAVEZ?

4 A. YES, SIR. YES, SIR.

5 BY MR. HILLER:

6 I THINK THAT'S ALL I HAVE. THANK YOU.

7 BY COMMISSIONER TAYLOR:

8 OKAY. MR. KELLER.

9 CROSS-EXAMINATION BY MR. KELLER:

10 Q. I JUST WANT TO CLEAR UP ONE THING, MR. RODRIGUEZ,  
11 JUST FOR MY OWN UNDERSTANDING TO MAKE SURE I'M --  
12 I'M CLEAR ON ONE THING. WHEN THIS JOB FIRST  
13 STARTED, YOU KNEW THAT MR. CHAVEZ WAS WORKING ON  
14 THAT JOB; IS THAT CORRECT?

15 A. YES, SIR.

16 Q. OKAY. AND THEN AT SOME POINT MR. CHAVEZ, DID -- DID  
17 MR. CHAVEZ TELL YOU THAT HE NEEDED SOME MORE PEOPLE  
18 TO HELP ON THAT JOB?

19 A. YES, SIR.

20 Q. OKAY. AND SO MR. CHAVEZ. -- MR. CHAVEZ HIRED YOU AND  
21 TOLD YOU THAT MR. PIERSON WOULD BE DIRECTING THE JOB  
22 OR PAYING THE BUILDER OR WHATEVER; IS THAT CORRECT?

23 BY MR. EHLIES:

24 OBJECT TO THE FORM OF THAT QUESTION.

25 BY COMMISSIONER TAYLOR:

1 SUSTAINED. SUSTAINED.

2 BY MR. KELLER:

3 \_\_\_\_\_OKAY.

4 BY COMMISSIONER TAYLOR:

5 CAN YOU REPHRASE THE QUESTION, PLEASE?

6 CROSS-EXAMINATION RESUMED BY MR. KELLER:

7 Q. DID -- DID MR. CHAVEZ HIRE YOU, OR DID MR. PIERSON  
8 HIRE YOU?

9 A. WELL, HE TOLD ME THAT MR. PIERSON NEEDED SOME HELP.

10 Q. \ OKAY. SO THE -- BUT THE GUY THAT ACTUALLY BROUGHT  
11 YOU ONTO THE JOB ORIGINALLY WAS MR. CHAVEZ; IS THAT  
12 CORRECT?

13 A. YES, SIR.

14 BY MR. KELLER:

15 OKAY. THAT'S ALL. THANK YOU.

16 BY COMMISSIONER TAYLOR:

17 OKAY. MR. EHLIES.

18 REDIRECT EXAMINATION BY MR. EHLIES:

19 Q. THE -- DID YOU EVER SEE AND WERE YOU PRESENT WITH  
20 MR. CHAVEZ WHEN HE WOULD RECEIVE MESSAGES, TEXT  
21 MESSAGES FROM MR. PIERSON?

22 A. YES, SIR.

23 Q. AND DID YOU ACTUALLY SEE THE TEXT MESSAGES?

24 A. YES, SIR.

25 Q. AND DID YOU AND MR. CHAVEZ TALK ABOUT WHAT MR.

1                   PIERSON WAS ASKING?

2           A.    YES, SIR.

3           Q.    AND DID YOU -- DID THAT INVOLVE HIS WIFE, MR.  
4                   CHAVEZ'S WIFE ON OCCASIONS?

5           A.    YES, SIR.

6           BY MR. EHLIES:

7                   OKAY.   THANK YOU.

8           BY COMMISSIONER TAYLOR:

9                   OKAY.   ANY OTHER QUESTION FOR THE CLAIMANT?

10                  ALL RIGHT.

11           BY MR. PADGETT:

12                   NOTHING FURTHER.

13           BY COMMISSIONER TAYLOR:

14                   ALL RIGHT.   MR. EHLIES, YOU MAY CALL YOUR NEXT  
15                   WITNESS.

16           BY MR. EHLIES:

17                   COULD I RUN TO THE RESTROOM?

18           BY COMMISSIONER TAYLOR:

19                   SURE.   ABSOLUTELY.   WE'LL GO OFF THE RECORD.

20                   FIVE MINUTE RECESS.

21                                   (OFF THE RECORD)

22           BY COMMISSIONER TAYLOR:

23                   MR. EHLIES, YOU MAY CALL YOUR NEXT WITNESS.

24           BY MR. EHLIES:

25                   FRANCISCO CHAVEZ.

1 BY COMMISSIONER TAYLOR:

2 OKAY. MADAM COURT REPORTER, WILL YOU PLEASE  
3 SWEAR MR. CHAVEZ?

4 BY THE COURT REPORTER:

5 MR. CHAVEZ, RAISE YOUR RIGHT HAND, PLEASE.

6 \* \* \* \* \*

7 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE  
8 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE  
9 MATTER HEREIN:

10 FRANCISCO CHAVEZ

11 BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS FOLLOWS:

12 BY COMMISSIONER TAYLOR:

13 OKAY. MR. EHLIES.

14 DIRECT EXAMINATION BY MR. EHLIES:

15 Q. OKAY. MR. CHAVEZ, YOU -- IF YOU DO NOT UNDERSTAND A  
16 QUESTION, MAKE SURE YOU ASK FOR CLARIFICATION.

17 OKAY?

18 A. YES.

19 Q. OKAY. HOW OLD ARE YOU?

20 A. FIFTY-ONE.

21 Q. AND WHERE DO YOU LIVE?

22 A. IN WALHALLA.

23 Q. AND WHO LIVES THERE WITH YOU?

24 A. MY WIFE AND TWO CHILDREN.

25 Q. OKAY. AND YOUR WIFE, WHAT IS HER NAME?

- 1 A. MELYNDA CHAVEZ.
- 2 Q. AND IS SHE HERE, PRESENT IN THIS COURTROOM?
- 3 A. NO.
- 4 Q. IS SHE IN THE ADJOINING ROOM, IS SHE AT THE HEARING?
- 5 A. YES.
- 6 Q. OKAY, ALL RIGHT. AND DO YOU KNOW MR. ROBERT
- 7 PIERSON?
- 8 A. YES.
- 9 Q. HOW?
- 10 A. FROM WORK.
- 11 Q. WHAT -- WHAT WORK?
- 12 A. WORKING CARPENTRY WITH HIM.
- 13 Q. ALL RIGHT. AND WHAT IS YOUR TRADE?
- 14 A. I'M A FRAMER.
- 15 Q. OH. AND WHAT DOES A FRAMER DO?
- 16 A. DIFFERENT THINGS.
- 17 Q. AND WHAT WOULD THOSE DIFFERENT THINGS BE?
- 18 A. CONSTRUCTION.
- 19 Q. OKAY. ANYTHING ELSE?
- 20 A. NOT UNDERSTAND.
- 21 Q. OTHER THAN FRAMING AND CONSTRUCTION, IS THERE ANY
- 22 OTHER WORK THAT HE WOULD DO?
- 23 A. YES.
- 24 Q. AND THAT WOULD BE WHAT?
- 25 A. WE DID CONSTRUCTION FROM THE FOUNDATION UP, FROM THE

1 BOTTOM UP.

2 Q. DOES THAT INCLUDE DIGGING THE FOOTING?

3 A. YES.

4 Q. WHAT KIND OF TOOLS ARE INVOLVED IN DIGGING FOOTING  
5 FOR A HOUSE?

6 A. WE USE THE BOBCAT AND A TRENCHER.

7 Q. OKAY. AND DID YOU EVER START WORKING WITH MR.  
8 ROBERT PIERSON ON A CONSTRUCTION JOB AT 149 LAKEWOOD  
9 LANE, SUNSET?

10 A. YES.

11 Q. AND IS THAT ON THE LAKE KEOWEE AREA?

12 A. YES.

13 Q. AND HOW DID YOU COME TO WORK WITH MR. PIERSON, HOW  
14 WAS THAT? HOW DID IT HAPPEN THAT YOU LINKED UP WITH  
15 MR. PIERSON?

16 A. A FRIEND WITH WHOM I HAD WORKED FOR SOME TIME TOOK  
17 ME.

18 Q. ALL RIGHT. WHERE DID HE TAKE YOU?

19 A. HE TOOK ME TO MR. PIERSON'S HOUSE.

20 Q. ALL RIGHT. AND DID YOU START WORKING FOR MR.  
21 PIERSON?

22 A. YES.

23 Q. WERE YOU AN EMPLOYEE OF MR. PIERSON?

24 A. YES.

25 Q. ALL RIGHT. AND WHAT WAS A -- WHAT WERE THE FIRST

1           THINGS THAT YOU DID AT THIS 149 ADDRESS WHEN YOU GOT  
2           -- I'M SORRY. LET ME RESTATE THAT. WHEN YOU WENT  
3           TO THE CONSTRUCTION SITE THE FIRST TIME, WHAT WAS  
4           THE LOT LIKE?

5           A.   WHERE WE DID THE CONSTRUCTION, IT WAS COMPLETELY  
6           COVERED WITH TREES.

7           Q.   IT WAS A WOODED LOT?

8           A.   YES.

9           Q.   ALL RIGHT. AND IS THAT THE POINT YOU STARTED  
10          WORKING ON THAT LOT?

11          A.   YES.

12          Q.   AND WERE YOU WORKING FOR MR. PIERSON?

13          A.   YES.

14          Q.   ALL RIGHT. NOW, HOW DID YOU DETERMINE WHAT TO DO  
15          WITH THE LOT?

16          A.   FROM THE INSTRUCTIONS I RECEIVED FROM MR. PIERSON.

17          Q.   DID MR. PIERSON EVER GIVE YOU A FORMAL PLAN OF  
18          CONSTRUCTION, AN ARCHITECTURAL RENDERING?

19          A.   HE SHOWED ME A PAPER THAT HAD SOME NUMBERS AND HOW  
20          WE WOULD DO THE CONSTRUCTION, BUT HE NEVER SHOWED ME  
21          ANY PLANS.

22          Q.   ALL RIGHT. DOES HE KNOW HOW THOSE FIGURES CAME TO  
23          BE ON THE PAPER?

24          A.   WHEN MR. PIERSON WOULD DO IT.

25          Q.   WHO DETERMINED WHAT TREES TO CUT?

1 A. MR. PIERSON.

2 Q. WHO LOCATED WHERE THE HOUSE WOULD BE TRENCHED AND  
3 THE FOOTING?

4 A. MR. PIERSON.

5 Q. AND WHO WOULD -- WHO WOULD DETERMINE WHAT SIZE THE  
6 ROOMS WOULD BE?

7 A. MR. PIERSON.

8 Q. WHO WOULD DETERMINE WHAT TO DO FIRST?

9 A. HE DID, MR. PIERSON.

10 Q. ALL RIGHT. AND WAS CLEARING THE LOT THE FIRST THING  
11 TO DO?

12 A. YES.

13 Q. HOW WERE YOU TO BE PAID FOR THE WORK YOU DID?

14 A. BY HOUR.

15 Q. AND HOW WOULD YOU KEEP TRACK OF THE HOURS?

16 A. A LITTLE NOTEBOOK.

17 Q. OKAY. AND DID YOU HAVE ANY HELP WITH YOU TO DO THE  
18 CONSTRUCTION WORK?

19 A. WHEN I STARTED, NO.

20 Q. ALL RIGHT. IN CLEARING THE LOT, DID YOU HAVE ANY  
21 HELP?

22 A. NO.

23 Q. DID YOU USE CHAINSAWS TO CLEAR THE LOT?

24 A. YES.

25 Q. WHO PROVIDED THE CHAINSAWS?



1 A. MR. PIERSON.  
2 Q. ALL RIGHT. AND WHO TOLD YOU WHICH TREES TO CUT?  
3 A. MR. PIERSON.  
4 Q. OKAY. AND WHO WOULD LOCATE -- OR HOW -- HOW DID YOU  
5 TRENCH IT, YOU -- I'M -- LET ME BACK UP. DID YOU  
6 USE A TRENCHER TO DIG THE FOOTING?  
7 A. WE USED A TRENCHER.  
8 Q. ALL RIGHT. AND WHO PROVIDED THE TRENCHER?  
9 A. MR. PIERSON.  
10 Q. AND DID YOU LAY OUT BATTER BOARDS FOR WHERE THE  
11 FOOTING WOULD BE?  
12 A. YES.  
13 Q. AND WHO WAS IT THAT LAID OUT THOSE BATTER BOARDS?  
14 A. I DID.  
15 Q. ON THE LOT?  
16 A. UH-HUH. YES.  
17 Q. HOW WOULD YOU KNOW WHERE TO LOCATE THE BATTER  
18 BOARDS?  
19 A. FROM A SHEET OF PAPER, MANUSCRIPT TYPE.  
20 Q. WHO GAVE IT TO YOU?  
21 A. MR. PIERSON.  
22 Q. WAS THERE A SURVEY INVOLVED?  
23 A. YES.  
24 Q. OKAY. AND DID YOU USE THE SURVEY IN ORDER TO LOCATE  
25 ANY OF THE ASPECTS OF CONSTRUCTION?

1 A. YES.

2 Q. DID MR. PIERSON PARTICIPATE IN THAT?

3 A. WHEN WE TOOK THE MEASUREMENTS AND SQUARED IT AWAY,

4 YES. I COULD NOT DO THAT ALONE.

5 Q. DID YOU EVER ASK MR. PIERSON FOR HELP?

6 A. YES.

7 Q. ALL RIGHT. AND WHO DID YOU GET TO HELP?

8 A. NACHO, IGNACIO RODRIGUEZ.

9 Q. ANYONE ELSE?

10 A. ANOTHER PERSON ALSO WORKED WITH US, FRANCISCO VELLO.

11 Q. ALL RIGHT. AND WERE THEY WORKING FOR YOU OR MR.

12 PIERSON?

13 A. FOR MR. PIERSON.

14 Q. DID YOU GET MR. PIERSON'S PERMISSION TO USE EXTRA

15 HELP?

16 A. YES, I -- I TOLD HIM.

17 Q. ALL RIGHT. AND HOW WOULD MR. PIERSON KNOW HOW TO

18 PAY THE EXTRA HELP?

19 A. THROUGH THE NUMBER OF HOURS THAT I WROTE ON THE

20 NOTEBOOK AND SENT TO HIM.

21 Q. ALL RIGHT. AND DID MR. PIERSON ASK FOR IDENTIFIERS

22 LIKE DRIVER'S LICENSE AND SOCIAL SECURITY CARDS?

23 A. YES.

24 Q. AND TO YOUR KNOWLEDGE, WERE THEY PROVIDED TO MR.

25 PIERSON BY THESE TWO INDIVIDUALS?

1 A. FRANCISCO VELLO, NO. NACHO, YES.

2 Q. OKAY. DID MR. PIERSON APPEAR EVERY DAY ON THE

3 CONSTRUCTION SITE?

4 A. YES -- NO, NO, NO. I'M SORRY. HE WASN'T ALWAYS

5 THERE.

6 Q. OKAY. IF HE WASN'T PHYSICALLY PRESENT, DID YOU HAVE

7 COMMUNICATION WITH HIM ON A DAILY BASIS BY PHONE?

8 A. YES.

9 Q. AND WOULD YOU TRANSFER PHOTOGRAPHS BY TEXT MESSAGE

10 TO HIM SO HE WOULD UNDERSTAND WHAT THE ISSUES WERE?

11 A. YES.

12 Q. AND WAS MR. RODRIGUEZ'S WIFE INVOLVED IN

13 INTERPRETING THOSE COMMUNICATIONS?

14 A. NO.

15 Q. MR. RODRIGUEZ'S WIFE DID NOT INTERPRET BETWEEN YOU

16 AND MR. PIERSON?

17 A. NO. MR. RODRIGUEZ'S WIFE WAS NEVER THERE.

18 Q. NO, BUT DID SHE EVER INTERPRET THE COMMUNICATIONS?

19 BY MR. HILLER:

20 YOU MEAN CHAVEZ?

21 BY MR. EHLIES:

22 BETWEEN ---

23 BY MR. HILLER:

24 DON'T YOU MEAN CHAVEZ?

25 BY MR. EHLIES:

1 YEAH, FROM MR. CHAVEZ TO MR. PIERSON?

2 BY MR. HILLER:

3 YEAH, BUT YOU MEAN MRS. CHAVEZ?

4 BY MR. EHLIES:

5 \_\_\_\_\_ NO.

6 BY MR. HILLER:

7 YOU KEEP SAYING MS. RODRIGUEZ.

8 BY MR. EHLIES:

9 THAT'S RIGHT. AND THAT'S WHAT I'M SAYING.

10 BY MR. HILLER:

11 OH. OH, OKAY. ALL RIGHT.

12 BY MR. EHLIES:

13 OKAY.

14 BY MR. HILLER:

15 I'M SORRY. I THINK HE'S ASKED AND ANSWERED A

16 LOT.

17 BY THE WITNESS:

18 \_\_\_\_\_ NO.

19 DIRECT EXAMINATION RESUMED BY MR. EHLIES:

20 Q. OKAY, ALL RIGHT. DID MR. PIERSON EVER DO ANY WORK  
21 AT THE SITE, ACTUAL WORK LATER?

22 A. I'M SORRY?

23 Q. DID HE EVER DO ANY LABOR?

24 A. HE HELPED US ON OCCASIONS.

25 Q. OKAY. DID HE HAVE A UTILITY BELT WITH TOOLS?

- 1 A. SOMETIMES.
- 2 Q. OKAY. DID YOU USE COMPRESSORS ON THE JOB SITE?
- 3 A. YES.
- 4 Q. AND WHO PROVIDED THOSE?
- 5 A. MR. PIERSON.
- 6 Q. AND WE'VE ALREADY TOUCHED ON THE CHAINSAWS WERE MR.
- 7 PIERSON'S; IS THAT CORRECT?
- 8 A. YES.
- 9 Q. SKILL SAWS?
- 10 A. ALSO.
- 11 Q. OKAY. AND THE NAIL GUNS?
- 12 A. THE PISTOL GUNS THAT WE USED WERE NACHO'S.
- 13 Q. OKAY. AND WERE ANY OF THE NAIL GUNS MR. PIERSON'S?
- 14 A. YES.
- 15 Q. HAND SAWS?
- 16 A. YES.
- 17 Q. ALL RIGHT. TRENCHER AND BOBCAT WE'VE ALREADY TALKED
- 18 ABOUT. WHAT ABOUT A VAN AND TRANSPORTATION?
- 19 A. THE VAN?
- 20 Q. YES.
- 21 A. YES, MR. PIERSON THAT WE -- YOU WOULD USE TO GET
- 22 ABOUT OR TO STORE EQUIPMENT INSIDE.
- 23 Q. AND DID YOU STORE THE TOOLS IN THE VAN THAT BELONGED
- 24 TO MR. PIERSON?
- 25 A. YES.

1 Q. DO YOU STILL WORK FOR MR. PIERSON?

2 A. SOMETIMES.

3 Q. AND ARE YOU CURRENTLY DRIVING A VEHICLE PROVIDED BY  
4 MR. PIERSON?

5 BY MR. HILLER:

6 I -- I OBJECT TO THAT OF BEING IRRELEVANT.

7 BY MR. EHLIES:

8 OKAY. IT'S A CONTINUATION OF THE RELATIONSHIP  
9 THAT'S THE CORE ISSUE IN THE CASE.

10 BY MR. HILLER:

11 NO. IT'S -- IT'S ---

12 BY MR. HILLER:

13 IT WAS AN EMPLOYMENT.

14 BY COMMISSIONER TAYLOR:

15 ARE WE TALKING ABOUT THE VAN, OR ARE WE TALKING  
16 ABOUT JUST ANY VEHICLE?

17 BY MR. HILLER:

18 JUST ANYTHING, AND WE'RE TALKING ABOUT  
19 CURRENTLY, WHICH IS TWO YEARS LATER.

20 BY MR. EHLIES:

21 ALL RIGHT. LET ME -- LET ME ASK ONE MORE  
22 FOUNDATION QUESTION.

23 BY COMMISSIONER TAYLOR:

24 SURE.

25 DIRECT EXAMINATION RESUMED BY MR. EHLIES:

1 Q. HAVE YOU -- HAVE YOU CONTINUED TO WORK FOR MR.  
2 PIERSON FROM THE DECEMBER THE 23RD OF 2013 UNTIL  
3 TODAY?

4 A. SOMETIMES ON OCCASION.

5 Q. OKAY, ALL RIGHT. AND IS IN FACT MR. PIERSON  
6 PROVIDING YOU WITH A VEHICLE RIGHT NOW?

7 BY MR. HILLER:

8 I -- I OBJECT TO IT AS IRRELEVANT.

9 BY COMMISSIONER TAYLOR:

10 OVERRULED.

11 BY THE WITNESS:

12 \_\_\_\_\_ NO. \_\_\_\_\_

13 DIRECT EXAMINATION RESUMED BY MR. EHLIES:

14 Q. OKAY. NOW, ON THE ---

15 BY MR. HILLER:

16 I'LL WITHDRAW THE OBJECTION.

17 DIRECT EXAMINATION RESUMED BY MR. EHLIES:

18 Q. ON THE DAY OF THE ---

19 BY MR. EHLIES:

20 WELL, WE'LL CLARIFY IT WITH ANOTHER WITNESS.

21 BY COMMISSIONER TAYLOR:

22 OKAY.

23 DIRECT EXAMINATION RESUMED BY MR. EHLIES:

24 Q. ON THE DAY OF THE INJURY, DECEMBER THE 23RD, 2013,  
25 WHAT HAPPENED, WAS HE PRESENT, WAS THE WITNESS

1 PRESENT?

2 A. YES.

3 Q. AND WHAT HAPPENED?

4 A. WE WERE WORKING. WE ASKED NACHO TO COME HELP.  
5 THERE WAS SOME BOARDS ON THE SCAFFOLD, IT BROKE,  
6 THEY WERE TWO-BY-FOURS.

7 Q. WHO OWNED THE SCAFFOLDING?

8 A. A FRIEND OF MINE.

9 Q. OKAY. AND DID THE SCAFFOLDING BREAK OR THE BOARD  
10 BREAK?

11 A. NO, THE WOOD.

12 Q. OKAY. AND DID -- WAS MR. RODRIGUEZ INJURED?

13 A. YES.

14 Q. DID YOU COMMUNICATE THAT FACT TO MR. PIERSON?

15 A. YES.

16 Q. WHEN?

17 A. HALF-HOUR AFTER.

18 BY MR. EHLIES:

19 THANK YOU SO MUCH.

20 BY COMMISSIONER TAYLOR:

21 ALL RIGHT. MR. PADGETT.

22 CROSS-EXAMINATION BY MR. PADGETT:

23 Q. JUST HAVE A FEW QUESTIONS IN FOLLOW UP. DO YOU GET  
24 CHECKS FROM MR. PIERSON?

25 A. YES.



- 1 Q. DO YOU KNOW WHAT THE CHECKS SAY ON THEM, IN OTHER  
2 WORDS, THE NAME OF THE COMPANY?
- 3 A. YES.
- 4 Q. WHAT -- WHAT IS THAT? DO THEY SAY ROBERT PIERSON  
5 CONSTRUCTION?
- 6 A. ROBERT PIERSON CONSTRUCTION.
- 7 Q. OKAY. AND HAVE YOU -- HAVE YOU ALL COMPLETED THE  
8 HOME WHERE MR. RODRIGUEZ FELL?
- 9 A. YES.
- 10 Q. DO YOU KNOW ABOUT HOW LONG AGO YOU COMPLETED THE  
11 HOME?
- 12 A. I DON'T REMEMBER, FIVE MONTHS.
- 13 Q. OKAY. AND SINCE THEN, WHAT KIND OF PROJECTS HAVE  
14 YOU BEEN WORKING ON WITH MR. PIERSON?
- 15 A. HIS HOUSE.
- 16 Q. SO YOU'RE WORKING ON BUILDING OTHER HOUSES?
- 17 A. REMODELING.
- 18 Q. OKAY. AND THE -- THE HOME WHERE MR. RODRIGUEZ FELL  
19 WAS -- WAS BEING BUILT AS A RESIDENTIAL HOME; IS  
20 THAT CORRECT?
- 21 A. THAT'S WHAT I UNDERSTOOD.
- 22 Q. IS IT TRUE THAT THE LOTS AROUND HIS HOME ARE ALSO  
23 RESIDENTIAL HOMES AS WELL?
- 24 A. YES.
- 25 Q. HAVE YOU EVER HAD OR OBTAINED WORKERS' COMP

1 INSURANCE COVERAGE?

2 A. NO.

3 Q. WHY NOT?

4 A. BECAUSE I HAVEN'T NEEDED IT.

5 Q. WELL, THIS PARTICULAR JOB YOU TESTIFIED EARLIER  
6 THERE WERE TWO OTHER GENTLEMEN WORKING WITH YOU; IS  
7 THAT CORRECT?

8 A. YES.

9 Q. SO A TOTAL OF THREE OF Y'ALL WORKING AT THE SAME  
10 TIME; IS THAT CORRECT?

11 A. YES.

12 Q. HAVE YOU EVER WORKED ON ANY PLACES WHERE YOU HAVE  
13 FOUR PEOPLE OR FIVE PEOPLE WORKING TOGETHER?

14 A. NO.

15 Q. IS THERE A REASON FOR THAT, OR IS THAT JUST RANDOM?

16 A. JUST NEVER HAD THAT MANY.

17 Q. HOW OFTEN DO YOU STAY AT THREE?

18 A. NOT OFTEN, MAYBE IT'S LIKE MAYBE WE WORK TWO OR  
19 THREE WEEKS.

20 Q. NO. WHAT I MEAN IS HOW OFTEN DO YOU STAY AT THREE  
21 EMPLOYEES WORKING TOGETHER?

22 A. I'M SORRY. I DON'T UNDERSTAND THE QUESTION VERY  
23 WELL.

24 Q. OKAY. YOU SAID YOU DON'T HAVE WORKERS' COMP  
25 INSURANCE, CORRECT?

- 1 A. CORRECT.
- 2 Q. WHAT'S YOUR UNDERSTANDING OF WHY YOU WOULD NEED IT?
- 3 A. I'M JUST AN EMPLOYEE.
- 4 Q. OKAY. COULD YOU HAVE FIRED MR. RODRIGUEZ IF YOU
- 5 NEEDED TO OR WANTED TO?
- 6 A. YES.
- 7 Q. WHEN MR. RODRIGUEZ WAS DOING THE WORK OR THE OTHER
- 8 GENTLEMAN THAT WAS DOING WORK, WOULD YOU CHECK AND
- 9 LOOK AT THE JOB THEY WERE DOING AFTER THEY DID IT?
- 10 A. YES.
- 11 Q. DID YOU EVER TELL THEM THAT THEY NEEDED TO DO
- 12 SOMETHING BETTER OR DIFFERENT OR CHANGE THE WAY THEY
- 13 WERE DOING IT?
- 14 A. YES.
- 15 Q. OKAY. YOU WERE WORKING ON THIS JOB FOR MR. -- MR.
- 16 PIERSON, IF --- IF ANOTHER JOB HAD COME UP,
- 17 AVAILABLE WITH SOMEONE ELSE, ANOTHER HOME TO BE
- 18 BUILT, WOULD YOU HAVE BROUGHT MR. RODRIGUEZ WITH
- 19 YOU, WAS THERE A CONNECTION THAT YOU COULD HAVE
- 20 BROUGHT HIM TO ANOTHER JOB?
- 21 A. YES, IF IT WAS OKAY. YES.
- 22 Q. HAVE Y'ALL EVER WORKED ON ANY OTHER JOBS OR PLACES
- 23 AT ANY TIME TOGETHER OTHER THAN THE HOME WHERE MR.
- 24 RODRIGUEZ HAD THE WORK INJURY?
- 25 A. NO.

1 BY MR. PADGETT:

2 THAT'S ALL THE QUESTIONS I HAVE. I APPRECIATE  
3 YOUR TIME.

4 BY COMMISSIONER TAYLOR:

5 MR. HILLER.

6 CROSS-EXAMINATION BY MR. HILLER:

7 Q. MR. CHAVEZ, HOW ARE YOU TODAY?

8 A. FINE. FINE.

9 Q. MR. CHAVEZ, YOU SAID THAT YOU ARE A FRAMER?

10 A. YES.

11 Q. AND YOU'VE BEEN DOING CONSTRUCTION SINCE YOU WERE A  
12 TEENAGER?

13 A. WELL, I WORKED IN MEXICO FOR SOME TIME, AND I'VE  
14 BEEN DOING THIS FOR TEN YEARS HERE.

15 Q. OKAY. WELL, WHEN YOU WERE IN MEXICO, THAT'S WHAT  
16 YOU DID TOO THOUGH; DID -- DIDN'T YOU DO  
17 CONSTRUCTION IN MEXICO?

18 A. YES..

19 Q. OKAY. SO REALLY YOU'VE BEEN BUILDING THINGS YOUR  
20 ENTIRE LIFE?

21 A. YES.

22 Q. AND YOU KNOW WHAT YOU'RE DOING?

23 A. YES.

24 Q. SO EVEN THOUGH YOU'RE A FRAMER, THERE ARE OTHER  
25 THINGS YOU CAN DO AND 'CAUSE YOU'VE BEEN AROUND IT

1 YOUR WHOLE LIFE, RIGHT?

2 A. YES.

3 Q. AND SINCE YOU'VE BEEN IN THE UNITED STATES, HAVE YOU  
4 EVER WORKED FOR ANYONE WHERE YOU GOT A PAYCHECK THAT  
5 YOUR -- YOU HAD WITHHOLDING TAKEN OUT?

6 A. NO.

7 Q. OKAY. SO YOU JUST GET A -- AN AMOUNT BASED -- I  
8 MEAN A -- A -- A -- A GROSS AMOUNT BASED UPON YOUR  
9 HOURLY -- HOURLY RATE, RIGHT?

10 A. YES.

11 Q. OKAY. NOW, WOULD YOU AGREE WITH ME THAT A FRAMER IS  
12 TOLD WHERE TO BUILD THE WALLS AND WHERE TO PUT THE  
13 ROOF, AND THEN HE DOES IT?

14 A. YES.

15 Q. SO -- SO IF I TELL YOU I WANT A ROOM HERE,  
16 (INDICATING) AND A ROOM -- AND A ROOM HERE, YOU KNOW  
17 WHAT TO DO?

18 A. YES.

19 Q. OKAY. SO YOU KNOW HOW FAR TO SPACE EACH TWO-BY-FOUR  
20 AND WHERE YOU NEED TO REINFORCE, YOU KNOW ALL THAT,  
21 BECAUSE THAT'S WHAT YOU DO, RIGHT?

22 BY THE INTERPRETER:

23 \_\_\_\_\_ I'M SORRY? I -- OKAY. THE -- THE CLAIMANT  
24 DID NOT UNDERSTAND THE INTERPRETER. IF THE  
25 INTERPRETER COULD REQUEST A REPETITION FROM COUNSEL

1  
2 BY MR. HILLER:

3 ALL RIGHT.

4 BY THE INTERPRETER:

5 \_\_\_\_\_ --- IN ORDER TO REFORMULATE THE QUESTION?

6 CROSS-EXAMINATION BY MR. MR. HILLER:

7 Q. ALL RIGHT. DO YOU KNOW HOW FAR STUDS HAVE TO BE SET  
8 APART?

9 A. YES.

10 Q. AND YOU KNOW WHERE YOU HAVE TO PUT BEAMS OR  
11 SUPPORTS?

12 A. YES.

13 Q. AND -- AND WHEN YOU'VE WORKED AS A FRAMER BEFORE, DO  
14 YOU -- HAVE YOU ALWAYS HAD SOMEBODY TO HELP YOU?

15 A. YES.

16 Q. AND -- AND YOU'RE THE ONE THAT'S IN CHARGE, RIGHT?

17 A. NO, NOT ALWAYS.

18 Q. OKAY. WELL, IN -- IN THIS PARTICULAR JOB AT  
19 LAKEWOOD LANE, YOU WERE IN CHARGE, WEREN'T YOU?

20 A. WELL, I KNEW MR. PIERSON, SO I WAS KIND OF IN  
21 CHARGE.

22 Q. OKAY. WELL, MR. PIERSON DIDN'T KNOW MR. RODRIGUEZ?

23 A. FROM BEFORE, NO.

24 Q. OKAY. AND MR. VELLO, HE DIDN'T KNOW MR. VELLO?

25 A. NO.

1 Q. SO YOU'RE THE ONE THAT CONTACTED THEM AND BROUGHT  
2 THEM OUT THERE TO DO WORK?  
3 A. YES.  
4 Q. AND -- AND WHEN SOMEBODY NEEDED TO BE TOLD WHAT TO  
5 DO, YOU TOLD THEM WHAT TO DO?  
6 A. YES.  
7 Q. OKAY. AND -- AND MR. PIERSON NEVER TOLD YOU WHAT  
8 TIME YOU HAD TO BE AT WORK IN THE MORNING, DID HE?  
9 A. NO.  
10 Q. AND HE DIDN'T TELL YOU HOW LATE YOU HAD TO WORK  
11 EVERY DAY, DID HE?  
12 A. NO.  
13 Q. AND IF YOU NEEDED SOME ADDITIONAL MATERIAL, WHO DID  
14 YOU CALL?  
15 A. MR. PIERSON.  
16 Q. OKAY. AND IF YOU NEED A -- A -- A PIECE OF  
17 EQUIPMENT, WHO DID YOU CALL?  
18 A. MR. PIERSON.  
19 Q. OKAY. SO IF YOU NEEDED SOMETHING THAT YOU DIDN'T  
20 HAVE IN ORDER TO DO YOUR JOB, YOU CONTACTED MR.  
21 PIERSON?  
22 A. YES.  
23 Q. WHERE -- WHERE -- DID MR. RODRIGUEZ EVER DO ANY WORK  
24 ON THAT HOUSE WHEN YOU WEREN'T THERE?  
25 A. NO.

- 1 Q. DID -- DO YOU RECALL HOW MANY TIMES MR. PIERSON WAS  
2 ACTUALLY THERE BETWEEN THE TIME YOU STARTED AND THE  
3 TIME MR. RODRIGUEZ GOT HURT?
- 4 A. NOT EXACTLY.
- 5 Q. WHAT'S YOUR RECOLLECTION?
- 6 A. MR. PIERSON WOULD BE HERE FOR ONE OR TWO WEEKS, THEN  
7 HE WOULD GO TO MARYLAND.
- 8 Q. FOR HOW LONG?
- 9 A. FOR ANOTHER TWO WEEKS.
- 10 Q. OKAY. DO YOU RECALL WHO PROVIDED THE CEMENT MIXER?
- 11 A. WE OBTAINED IT ON LOAN FROM NACHO'S FATHER.
- 12 Q. OKAY. SO MR. RODRIGUEZ'S FATHER IS THE ONE THAT  
13 PROVIDED THE CEMENT MIXER?
- 14 A. YES.
- 15 Q. AND -- AND IT WAS MR. RODRIGUEZ'S FATHER THAT HELPED  
16 YOU COME HERE FROM MEXICO, WASN'T IT?
- 17 A. NO.
- 18 Q. HOW LONG HAVE YOU KNOWN MR. RODRIGUEZ'S FATHER?
- 19 A. FOR 15 YEARS.
- 20 Q. SO YOU KNEW HIM RIGHT AFTER YOU GOT TO THE UNITED  
21 STATES?
- 22 A. YES.
- 23 Q. NOW, YOU SAID THAT YOU KEPT TIME IN A BOOK?
- 24 A. YES.
- 25 Q. AND DO YOU STILL HAVE THAT BOOK?



- 1 A. IT SHOULD BE AT MY HOUSE.
- 2 Q. AND WHAT DID YOU DO WITH THAT TIME, WHEN YOU --
- 3 AFTER YOU FINISHED WRITING IT DOWN, WHAT DID YOU DO
- 4 WITH IT?
- 5 A. I WOULD GIVE IT TO MR. PIERSON.
- 6 Q. OKAY. AND IF MR. PIERSON WASN'T HERE EVERY WEEK,
- 7 HOW DID YOU GET A CHECK FOR THAT TIME THAT YOU GAVE
- 8 HIM?
- 9 A. WHEN HE WASN'T HERE, HE WOULD SEND THE CHECKS TO A
- 10 POST OFFICE BOX THAT I HAVE.
- 11 Q. IS THAT POST OFFICE BOX 769 IN WALHALLA?
- 12 A. YES.
- 13 Q. AND WOULD IT HAVE BEEN POSSIBLE FOR YOU TO HAVE
- 14 GIVEN HIM THE HOURS BEFORE THE WEEK WAS OVER?
- 15 A. NO.
- 16 Q. OKAY. SO YOU DIDN'T GET PAID ON FRIDAY?
- 17 A. WHEN HE WASN'T HERE, NO.
- 18 Q. DID HE -- DID HE EVER WRITE CHECKS AND LEAVE THEM
- 19 WITH YOU IN ADVANCE?
- 20 A. THE LAST TIME. THE LAST TIME HE LEFT, HE LEFT TWO
- 21 CHECKS FOR EACH PERSON.
- 22 Q. FOR TWO WEEKS WORTH OF WORK?
- 23 A. UH-HUH.
- 24 Q. SO HE WOULDN'T HAVE HAD ANY HOURS FOR THOSE?
- 25 A. NO.

1 Q. OKAY. NOW, HAVE YOU EVER BUILT A FOUNDATION ON ANY  
2 OTHER HOUSE BEFORE THIS ONE?

3 A. YES.

4 Q. OKAY. IS IT THE OWNER'S JOB TO TELL YOU WHERE TO  
5 BUILD THE HOUSE AND WHICH DIRECTION THEY WANT IT  
6 FACING?

7 A. YES.

8 Q. THE OWNER ALWAYS PICKS OUT WHERE THEY WANT THE  
9 HOUSE, RIGHT?

10 A. YES.

11 Q. ALL RIGHT. AND SO WHEN YOU WERE CUTTING TREES AND  
12 PUTTING UP BATTER BOARDS, YOU WERE DOING THE SAME  
13 THING THAT YOU WOULD HAVE DONE WITH ANY OTHER OWNER  
14 THAT YOU EVER BUILT A FOUNDATION FOR?

15 A. YES.

16 Q. OKAY. AND DO YOU HAVE A RED TRUCK?

17 A. YES.

18 Q. AND IS THAT TRUCK OWNED BY YOU?

19 A. YES.

20 BY MR. HILLER:

21 SHOW HIM THAT, PLEASE. (INDICATING).

22 CROSS-EXAMINATION RESUMED BY MR. HILLER:

23 Q. MR. CHAVEZ, IS THAT WHAT YOU HAD TO GO ON WHEN YOU  
24 BUILT THAT HOUSE OR FRAMED THAT HOUSE?

25 A. YES.

1 Q. IS THAT ALL YOU'VE NEEDED TO BE ABLE TO DO IT TO --  
2 TO FRAME THAT HOUSE?  
3 A. YES.  
4 Q. THAT'S BECAUSE YOU KNOW WHAT YOU'RE DOING?  
5 A. YES.  
6 Q. AND I BELIEVE YOU SAID THAT IT WAS MR. RODRIGUEZ THAT  
7 BROUGHT THE NAIL GUNS?  
8 A. YES, HE BROUGHT ONE.  
9 Q. DO YOU KNOW IF MR. RODRIGUEZ IS WORKING NOW?  
10 A. NO.  
11 Q. YOU DON'T KNOW, OR HE ISN'T?  
12 A. I DON'T KNOW.  
13 BY MR. HILLER:  
14 THAT'S ALL THE QUESTIONS I HAVE, MR. CHAVEZ.  
15 THANK YOU.  
16 BY COMMISSIONER TAYLOR:  
17 MR. HILLER, DID YOU WANT TO MARK THAT INTO  
18 EVIDENCE, OR?  
19 BY MR. HILLER:  
20 PLEASE.  
21 BY COMMISSIONER TAYLOR:  
22 OKAY. ALL RIGHT. ANY OBJECTIONS TO THE ---  
23 BY MR. PADGETT:  
24 I DON'T THINK SO.  
25 BY COMMISSIONER TAYLOR:

1                    --- PLANS.

2       BY MR. HILLER:

3                    THERE'S THREE COPIES THERE.

4       BY COMMISSIONER TAYLOR:

5                    OKAY.

6       BY MR. HILLER:

7                    JUST MARK ONE.

8       BY MR. KELLER:

9                    I -- NO. THAT'S FINE.

10      BY COMMISSIONER TAYLOR:

11                    ALL RIGHT. THE PLANS THAT WERE REFERRED TO IN  
12                    MR. CHAVEZ'S TESTIMONY WILL BE MARKED AS DEFENDANT --

13                    -  
14      BY MR. HILLER:

15                    TAKE YOUR PICK.

16      BY COMMISSIONER TAYLOR:

17                    --- DEFENDANTS ABC -- ABC CARE, INC. AND ROBERT  
18                    PIERSON'S EXHIBIT ONE.  
19                    (COURT REPORTER MARKS FLOOR PLAN DOCUMENT, ABC CARE, INC.  
20                    AND ROBERT PIERSON DEFENDANTS' EXHIBIT NUMBER ONE,  
21                    RETAINED IN THE COMMISSION FILE)

22      BY MR. HILLER:

23                    THERE'S ACTUALLY THREE OF THE SAME THING.

24      BY COMMISSIONER TAYLOR:

25                    OKAY.

1 BY MR. HILLER:

2 AND SO IF SHE CAN JUST GIVE ME THE OTHER TWO  
3 BACK.

4 BY COMMISSIONER TAYLOR:

5 ACTUALLY, I'M GOING TO GIVE THEM ALL BACK TO YOU  
6 ANYWAY.

7 BY MR. HILLER:

8 OKAY.

9 BY COMMISSIONER TAYLOR:

10 'CAUSE THEY HAVE TO BE SCANNED IN.

11 BY MR. HILLER:

12 YEAH.

13 BY COMMISSIONER TAYLOR:

14 SO THAT'S PART OF IT. THANK YOU. ALL RIGHT.  
15 MR. KELLER.

16 BY MR. KELLER:

17 THANK YOU, MA'AM.

18 CROSS-EXAMINATION BY MR. KELLER:

19 Q. MR. CHAVEZ, I THINK YOU ALREADY SAID YOU STARTED OUT  
20 ON THE JOB SITE BY YOURSELF?

21 A. YES.

22 Q. AND THEN -- AND THEN YOU BROUGHT TWO OTHER MEN ON THE  
23 JOB SITE WITH YOU, CORRECT?

24 A. YES.

25 Q. AND THOSE TWO GENTLEMEN THAT YOU BROUGHT OUT, DID --

1 DID -- DID YOU DISCUSS THAT WITH MR. PIERSON BEFORE  
2 YOU -- BEFORE YOU BROUGHT THEM ON?  
3 A. YES.  
4 Q. OKAY. AND DID MR. PIERSON HIRE THEM, OR DID YOU HIRE  
5 THEM, OR DO YOU KNOW?  
6 A. I DON'T KNOW.  
7 Q. OKAY. BUT YOU'RE THE -- YOU'RE THE ONE THAT FOUND  
8 THE TWO MEN, AND YOU'RE THE ONE THAT BROUGHT THEM TO  
9 THE JOB SITE, CORRECT?  
10 A. YES.  
11 Q. AND YOU'RE THE ONE THAT KNEW WHAT NEEDED TO BE DONE  
12 AND WHAT YOU -- WHY YOU NEEDED TWO PEOPLE RATHER THAN  
13 ANOTHER NUMBER OF PEOPLE; IS THAT FAIR TO SAY?  
14 A. YES.  
15 Q. AND YOU -- AND YOU'RE THE ONE WHO ACTUALLY FOUND  
16 THESE TWO OTHER -- OTHER WORKERS?  
17 A. YES.  
18 Q. AND WHEN YOU WERE PAID, DID THE PAYCHECKS COME TO --  
19 DID ALL OF THE PAYCHECKS COME TO YOU?  
20 A. NO.  
21 Q. OKAY. SO WHEN YOU -- WHEN MR. PIERSON WAS IN TOWN  
22 DID HE GIVE EACH INDIVIDUAL A CHECK?  
23 A. YES.  
24 Q. AND WHEN HE WAS OUT OF TOWN, HE SENT ALL THREE CHECKS  
25 TO YOUR POST OFFICE BOX AND YOU HANDED THEM OUT; IS

1           THAT CORRECT?

2           A.    YES.

3           Q.    AND THAT WAS BASED ON THE HOURS THAT YOU KEPT IN YOUR  
4           BOOK AND PROVIDED TO MR. PIERSON?

5           A.    YES.

6           Q.    AND THE DAY-TO-DAY OPERATION OF THE JOB SITE WAS --  
7           YOU WERE IN CHARGE OF THAT; IS THAT FAIR TO SAY?

8           A.    YES.

9           BY MR. KELLER:

10           THANK YOU.  THAT'S ALL I HAVE.

11           BY COMMISSIONER TAYLOR:

12           MR. EHLIES.

13           BY MR. EHLIES:

14           CAN I SPEAK TO MY CLIENT A SECOND?

15           BY COMMISSIONER TAYLOR:

16           SURE.

17           BY MR. EHLIES:

18           JUST GO OUTSIDE JUST A SECOND.

19           BY COMMISSIONER TAYLOR:

20           OFF THE RECORD.

21                           (OFF THE RECORD)

22           BY MR. EHLIES:

23           I'M REFERENCING DEFENDANTS' NUMBER ONE ABC AND  
24           ROBERT PIERSON, AND I WANT TO SHOW THAT TO THE  
25           WITNESS.

REDIRECT EXAMINATION BY MR. EHLIES:

Q. WHO CREATED THIS DOCUMENT?

A. I DON'T KNOW.

Q. WHO GAVE IT TO YOU?

A. MR. PIERSON.

Q. DID HE GIVE IT TO YOU BEFORE OR AFTER THE JOB  
STARTED?

A. WHEN WE STARTED.

Q. ALL RIGHT. DID HE EVER SHOW IT TO YOU BEFORE YOU  
STARTED THE PROJECT?

A. I DON'T RECALL.

Q. DID HE EVER ASK YOU TO BID ON THIS JOB?

A. NO.

Q. OKAY. HOW DID YOU ARRIVE AT HOW YOU WOULD BE PAID?

A. BY HOUR.

Q. ALL RIGHT. AND WAS THAT AS A CONTRACTOR OR AS AN  
EMPLOYEE?

BY MR. KELLER:

I THINK I'M GOING TO OBJECT TO THE FORM OF THE  
QUESTION. THAT'S KIND OF THE ULTIMATE LEGAL -- THAT  
I DON'T -- THAT I DON'T KNOW THAT HE CAN GIVE A LEGAL  
OPINION. AND IF HE CAN GIVE HIS PERSONAL OPINION?

BY COMMISSIONER TAYLOR:

AND I'M GOING TO OVERRULE THE OBJECTION, BECAUSE  
I BELIEVE THE WITNESS ALREADY TESTIFIED ON DIRECT



1                    THAT HE CONSIDERED HIMSELF TO BE AN EMPLOYEE.

2           BY MR. KELLER:

3                    OKAY.

4           BY COMMISSIONER TAYLOR:

5                    SO IT'S ALREADY BEEN TESTIFIED TO.

6           BY THE WITNESS:

7                    \_\_\_\_\_ EMPLOYEE.

8           REDIRECT EXAMINATION RESUMED BY MR. EHLIES:

9           Q.      AND WAS MR. RODRIGUEZ AN EMPLOYEE OF YOURS?

10          A.      NO.

11          Q.      SO DID YOU HAVE AUTHORITY TO FIRE MR. RODRIGUEZ?

12          A.      WELL, I TOOK HIM TO WORK.

13          Q.      OKAY. BUT WHO WOULD FIRE MR. RODRIGUEZ IF -- IF THAT  
14                   WAS NECESSARY? OKAY.

15          A.      I THINK MR. PIERSON.

16          Q.      AND AS REGARDS TO THE RED TRUCK YOU WERE ASKED ABOUT  
17                   BY MR. HILLER, WAS MR. PIERSON INVOLVED IN YOU  
18                   OBTAINING THAT TRUCK?

19          A.      YES, HE WAS INVOLVED.

20          Q.      ALL RIGHT. HOW?

21          A.      HE PAID FOR IT.

22          Q.      ALL RIGHT. AND WHY DID HE DO THAT?

23          A.      BECAUSE MY TRUCK WASN'T WORKING. I -- I NEEDED TO  
24                   GET THERE, SO HE GOT THE TRUCK FOR ME SO I COULD GET  
25                   THERE.

1 Q. OKAY.

2 BY MR. EHLIES:

3 AND NOW I NEED TO CONFESS MY ERROR.

4 BY COMMISSIONER TAYLOR:

5 OKAY.

6 BY MR. EHLIES:

7 AND REVISIT WHAT MR. HILLER WAS POINTING OUT.

8 REDIRECT EXAMINATION RESUMED BY MR. EHLIES:

9 Q. IT IS YOUR WIFE -- IS IT YOUR WIFE THAT SERVED AS  
10 INTERPRETER BETWEEN YOU AND MR. PIERSON?

11 A. OH, OKAY. YES.

12 BY MR. EHLIES:

13 EXCUSE ME.

14 BY COMMISSIONER TAYLOR:

15 UH-HUH.

16 BY MR. EHLIES:

17 THANK YOU SO MUCH.

18 BY COMMISSIONER TAYLOR:

19 OKAY. MR. PADGETT, ANYTHING FURTHER?

20 RECROSS-EXAMINATION BY MR. PADGETT:

21 Q. HAVE -- HAVE YOU EVER EVEN HEARD OF AN ABC DAYCARE IN  
22 MARYLAND?

23 A. YES.

24 Q. OKAY. WHAT HAVE YOU HEARD ABOUT IT? WHAT -- WHAT IS  
25 YOUR -- WHAT IS YOUR CONNECTION OR WHAT HAVE YOU

1 HEARD ABOUT IT?

2 A. I'VE JUST HEARD IT.

3 Q. OH, OKAY. AND THE -- THE RESIDENTIAL HOMES THAT  
4 YOU'RE WORKING ON NOW, ARE THEY NEAR THE ONE THAT YOU  
5 WERE WORKING ON AT THE TIME OF THE INJURY?

6 A. YES.

7 Q. ARE THEY ALSO ON LAKE KEOWEE?

8 A. ALSO.

9 BY MR. PADGETT:

10 AND THAT'S ALL THE QUESTIONS I HAVE.

11 BY COMMISSIONER TAYLOR:

12 MR. HILLER.

13 RE-CROSS-EXAMINATION BY MR. HILLER:

14 Q. MR. CHAVEZ, YOU WERE THE ONE THAT WAS TELLING MR.  
15 RODRIGUEZ WHAT BOARD TO HAMMER AND WHAT BOARD TO CUT,  
16 RIGHT?

17 A. YES.

18 Q. OKAY. AND YOU WERE THE ONE THAT WOULD KNOW WHETHER  
19 HE WAS DOING A GOOD JOB?

20 A. YES.

21 Q. AND YOU WOULD BE THE ONE THAT WOULD KNOW IF HE DID --  
22 WASN'T SHOWING UP FOR WORK WHEN THE OTHER TWO OF YOU  
23 WERE?

24 A. YES.

25 Q. AND YOU NEEDED THOSE OTHER TWO PEOPLE TO BE THERE

1           WHEN YOU WERE THERE, RIGHT?

2           A.    YES.

3           Q.    SO IF SOMEBODY HAD TO DECIDE THAT MR. RODRIGUEZ  
4                NEEDED TO BE FIRED, IT WOULD BE BECAUSE YOU WANTED  
5                HIM FIRED, RIGHT?

6           A.    YES.

7           Q.    AND -- AND WITH REGARDS TO THE TRUCK, YOU WORKED TO  
8                EARN THE MONEY THAT WAS USED TO BUY THAT TRUCK,  
9                DIDN'T YOU?

10          A.    NO. MR. PIERSON PAID FOR THE TRUCK. HE GAVE IT TO  
11                ME AND SAID "IT'S YOURS."

12          Q.    AND HOW MUCH WAS IT?

13          A.    I THINK A THOUSAND DOLLARS.

14          Q.    OKAY. AND SINCE HE GAVE IT TO YOU, YOU PAY THE  
15                INSURANCE?

16          A.    YES.

17          Q.    TITLE IN YOURS OR YOUR WIFE'S NAME?

18          A.    MY WIFE.

19          Q.    AND YOU PAY THE TAXES, YOUR WIFE PAYS THE TAXES?

20          A.    YES.

21          BY MR. HILLER:

22                THANK YOU. THAT'S ALL I HAVE.

23          BY MR. KELLER:

24                NOTHING FURTHER. THANK YOU, MA'AM.

25          BY COMMISSIONER TAYLOR:

1 ANYTHING FURTHER, MR. EHLIES?

2 BY MR. EHLIES:

3 (SHAKES HEAD)

4 BY COMMISSIONER TAYLOR:

5 OKAY. ALL RIGHT. THE WITNESS IS EXCUSED.

6 THANK YOU VERY MUCH.

7 BY MR. EHLIES:

8 CAN WE EXCUSE THE INTERPRETER?

9 BY COMMISSIONER TAYLOR:

10 THE INTERPRETER IS EXCUSED. THANK YOU. GOOD TO  
11 SEE YOU AGAIN.

12 BY MADAM INTERPRETER:

13 THANK YOU.

14 BY COMMISSIONER TAYLOR:

15 OKAY.

16 BY MADAM INTERPRETER:

17 MY PLEASURE.

18 BY MR. HILLER:

19 \_\_\_\_\_ THANK YOU. THAT WAS VERY PROFESSIONAL.

20 BY MADAM INTERPRETER:

21 THANK YOU.

22 BY MR. EHLIES:

23 NOT ALWAYS YOU CAN ALWAYS SAY THAT.

24 BY COMMISSIONER TAYLOR:

25 NO. THAT IS VERY TRUE.

1 BY MR. HILLER:

2 SOMETIMES I ALWAYS FEEL LIKE ---

3 BY COMMISSIONER TAYLOR:

4 OFF THE RECORD.

5 (OFF THE RECORD)

6 BY COMMISSIONER TAYLOR:

7 BACK ON THE RECORD. MR. EHLIES, YOU MAY CALL  
8 YOUR NEXT WITNESS.

9 BY MR. EHLIES:

10 YES, PLEASE. MS. CHAVEZ.

11 BY COMMISSIONER TAYLOR:

12 OKAY.

13 BY MR. EHLIES:

14 WOULD YOU GIVE US YOUR FULL NAME?

15 BY COMMISSIONER TAYLOR:

16 OH.

17 BY MR. EHLIES:

18 MY FULL NAME IS MELYNDA, -E-L-Y-N-D-A JEAN  
19 CHAVEZ, C-H-A-V-E-Z.

20 BY COMMISSIONER TAYLOR:

21 OKAY. MADAM COURT REPORTER, WILL YOU PLEASE  
22 SWEAR MRS. CHAVEZ?

23 BY THE COURT REPORTER:

24 MS. CHAVEZ, RAISE YOUR RIGHT HAND, PLEASE.

25 \* \* \* \* \*

1 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE  
2 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE  
3 MATTER HEREIN:

4 MELYNDA CHAVEZ

5 BEING FIRST DULY SWORN, TESTIFIED ON HER OATH AS FOLLOWS:

6 DIRECT EXAMINATION BY MR. EHLIES:

7 Q. MS. CHAVEZ, WE HAD A WITNESS HERE A FEW MINUTES AGO,  
8 FRANCISCO CHAVEZ?

9 A. UH-HUH.

10 Q. AND WHAT IS YOUR RELATIONSHIP TO HIM?

11 A. THAT IS MY HUSBAND.

12 Q. HOW LONG HAVE YOU BEEN MARRIED?

13 A. ALMOST FIVE YEARS.

14 Q. OKAY. AND WHAT TYPE OF WORK DOES HE DO?

15 A. FRAMING, CONSTRUCTION, ROOFING, DIFFERENT THINGS LIKE  
16 THAT.

17 Q. WHAT WORK DO YOU DO?

18 A. I DO NOT WORK. I'M DISABLED.

19 Q. ALL RIGHT. AND YOU ARE AT HOME?

20 A. YES.

21 Q. AND DO YOU PROVIDE INTERPRETATION SERVICES FOR YOUR  
22 HUSBAND FRANCISCO CHAVEZ?

23 A. YES, I DO.

24 Q. DOES HE UNDERSTAND CLEARLY THE ENGLISH LANGUAGE?

25 A. NOT EXACTLY. HE UNDERSTANDS SOME, A FEW WORDS HERE

- 1                   AND THERE, BUT NOT ALL OF IT.
- 2           Q.    OKAY. WERE YOU INVOLVED IN A CONVERSATION IN BETWEEN
- 3                   MR. PIERSON AND YOUR HUSBAND AT THE BEGINNING OF
- 4                   THEIR RELATIONSHIP?
- 5           A.    YES.
- 6           Q.    TELL THE COURT HOW.
- 7           A.    WHEN MY HUSBAND WAS CONTACTED OR HE -- I'M NOT SURE
- 8                   EXACTLY IF HE CONTACTED MR. PIERSON OR IF HE WAS
- 9                   CONTACTED BY HIM. I DON'T REMEMBER, BECAUSE MY
- 10                  HUSBAND WAS OUTSIDE WHEN HE GOT THE CALL OR WHEN HE
- 11                  MADE THE CALL, AND HE CAME IN AND HE ASKED ME IF I
- 12                  COULD HELP HIM TRANSLATE SO HE CAN FIND OUT WHEN HE
- 13                  WOULD START WORK, WHERE, THINGS LIKE THAT, AND ---
- 14          Q.    IS THAT A CONVERSATION THAT OCCURRED BETWEEN YOUR
- 15                  HUSBAND AND MR. PIERSON?
- 16          A.    YES. YES.
- 17          Q.    AND HOW DO YOU KNOW IT WAS MR. PIERSON ON THE OTHER
- 18                  END OF THE PHONE?
- 19          A.    HE INTRODUCED HIS SELF, AND I INTRODUCED MYSELF AS
- 20                  FRANCISCO'S WIFE.
- 21          Q.    DID YOU HAVE A CONVERSATION THEN WITH MR. PIERSON
- 22                  ABOUT WHAT MR. CHAVEZ, YOUR HUSBAND'S RELATIONSHIP
- 23                  WOULD BE TO MR. PIERSON CONCERNING THE WORK?
- 24          A.    I ASKED HIM IF HE WAS GOING TO BE WORKING FOR HIM,
- 25                  AND WHERE HE WOULD BE WORKING AT.



1 Q. OKAY. AND DID MR. PIERSON ANSWER THOSE QUESTIONS?  
2 A. YES, SIR. HE DID.  
3 Q. OKAY. AND WHAT DID HE SAY?  
4 A. HE SAID THAT HE WOULD BE WORKING FOR MR. PIERSON, AND  
5 THAT HE WOULD BE WORKING AT LAKE KEOWEE, I BELIEVE IT  
6 WAS AT THE TIME ---  
7 Q. OKAY.  
8 A. --- TOWARDS PICKENS.  
9 Q. ALL RIGHT. DID HE SAY WHEN HE WOULD START?  
10 A. YES, HE DID. BUT I'M NOT SURE OF THE DATE EXACTLY.  
11 I DON'T REMEMBER THE DATE.  
12 Q. DID HE ASK WHETHER YOUR HUSBAND HAD ANY OTHER FOLKS  
13 THAT COULD HELP DO THE JOB?  
14 A. I -- NOT AT THE TIME.  
15 Q. OKAY. HAD -- IN THIS PARTICULAR CONVERSATION ---  
16 A. UH-HUH.  
17 Q. --- THAT YOU WERE HAVING, DID YOU -- DID MR. PIERSON  
18 EVER SAY ANYTHING ABOUT YOUR HUSBAND BEING A  
19 CONTRACTOR?  
20 A. NO.  
21 Q. HAS YOUR HUSBAND EVER SERVED AS A CONTRACTOR ON A  
22 CONSTRUCTION JOB ---  
23 A. NO.  
24 Q. --- TO YOUR KNOWLEDGE?  
25 A. TO MY KNOWLEDGE, NO.

- 1 Q. AND WHAT WAS IT PARTICULARLY AND SPECIFICALLY THAT  
2 CAUSED YOU TO THINK THAT YOUR HUSBAND WAS AN EMPLOYEE  
3 OF MR. PIERSON?
- 4 A. THAT HE WAS PAID BY THE HOUR, THAT HE WAS PAID WITH A  
5 CHECK, THE FACT THAT HE HAD TEXT MESSAGES, CALLS, HAD  
6 TO TALK TO HIM ABOUT EVERYTHING; THAT'S SOMETHING AN  
7 EMPLOYEE WOULD HAVE TO DO.
- 8 Q. OKAY. AND DID YOU INTERPRET AND PROVIDE  
9 INTERPRETATION SERVICES ON THOSE KINDS OF CALLS,  
10 TELEPHONE CALLS?
- 11 A. NOT ALL OF THEM, BUT SOME OF THEM, YES.
- 12 Q. HOW OFTEN WERE THE TELEPHONE CALLS OCCURRING?
- 13 A. I CAN'T GIVE YOU AN EXACT PERCENTAGE, BUT PROBABLY A  
14 GOOD -- I'LL SAY A GOOD THIRD OF THE TIME.
- 15 Q. OKAY.
- 16 A. AT LEAST.
- 17 Q. ALL RIGHT. AND DO YOU KNOW WHAT THE SUBJECT MATTER  
18 THEN IF YOU WERE INTERPRETING, WHAT WAS THE SUBJECT  
19 MATTER OF THE CALLS?
- 20 A. WHERE TO PUT SOMETHING, WHAT MATERIALS WERE SUPPOSED  
21 TO BE USED, WHAT WAS PUT HERE, HOW TO DO THIS, WHAT  
22 WAS SUPPOSED TO BE USED ON THAT, THINGS LIKE THIS.
- 23 Q. OKAY. AND I'M GOING TO SHOW YOU WHAT'S BEEN MARKED  
24 AS CLAIMANT'S EXHIBIT NUMBER ONE ---
- 25 A. OKAY.

- 1 Q. --- AND ASK IF YOU RECOGNIZE THAT?
- 2 A. YES, I DO.
- 3 Q. WHAT IS IT?
- 4 A. THAT IS MR. PIERSON'S, WHERE HIS STORAGE UNIT IS
- 5 LOCATED.
- 6 Q. WHAT'S IN THE STORAGE UNIT?
- 7 A. I KNOW THERE WAS OLD WOOD THAT WAS USED FOR THE JOB,
- 8 BOXES, MATERIALS THAT YOU WOULD USE ON A BOAT, OTHER
- 9 THINGS I DON'T REMEMBER EXACTLY. IT'S BEEN A WHILE
- 10 SINCE I'VE BEEN OUT THERE. I THINK THERE MIGHT HAVE
- 11 BEEN A GENERATOR IN THERE. I'M NOT POSITIVE ON THAT
- 12 AS FAR AS I KNOW.
- 13 Q. DID YOU EVER GO TO THE JOB SITE?
- 14 A. YES. I'VE BEEN THERE A COUPLE OF TIMES.
- 15 Q. ALL RIGHT. AND DO YOU KNOW WHERE THE TOOLS CAME FROM
- 16 TO DO THE CONSTRUCTION WORK?
- 17 A. YES. MR. PIERSON.
- 18 Q. OKAY. CAN YOU LIST A NUMBER OF TOOLS THAT YOU
- 19 REMEMBER?
- 20 A. CHAINSAW, COMPRESSOR. I'M NOT SURE WHAT YOU CALL IT,
- 21 A SKILL SAW.
- 22 Q. CORRECT.
- 23 A. HAND SAW.
- 24 Q. NAIL GUN?
- 25 A. YES, NAIL GUN.

1 Q. ALL RIGHT.

2 A. THERE WAS A VAN THAT HAD TOOLS IN IT.

3 Q. WHOSE VAN?

4 A. MR. PIERSON'S.

5 Q. AND I THINK YOU ARE NOW THE OWNER OF A BRIGHT RED

6 TRUCK?

7 A. YES, SIR. I AM.

8 Q. AND HOW DID THAT COME TO BE?

9 A. MR. PIERSON GAVE IT TO MY HUSBAND AS A GIFT, BECAUSE

10 OUR VEHICLE KEPT BREAKING DOWN AND HE WANTED AS FAR

11 AS I WAS TOLD ---

12 Q. BY WHO?

13 A. BY MY HUSBAND AND MR. PIERSON BOTH, THAT HE WANTED A

14 WAY FOR MY HUSBAND TO GET TO WORK.

15 Q. OKAY, ALL RIGHT. NOW, WHAT DO YOU KNOW OF ANYTHING

16 OF YOUR OWN PERSONAL KNOWLEDGE CONCERNING MR.

17 RODRIGUEZ BEGINNING TO WORK ON THIS PARTICULAR JOB?

18 A. I KNOW THAT MY HUSBAND CAME HOME ONE NIGHT, AND WE

19 WERE TALKING, AND HE SAID THAT HE COULD NOT DO THE

20 JOB BY HIS SELF, AND HE HAD ASKED ME IF I WOULD CALL

21 MR. -- TALK TO MR. PIERSON AND ASK HIM IF HE COULD

22 HIRE ANYBODY ELSE ON.

23 Q. DID YOU DO THAT?

24 A. YES, I DID. I CALLED HIM AND ASKED HIM IF MY HUSBAND

25 COULD HIRE SOMEBODY ELSE ON OR A COUPLE OF MORE

1 PEOPLE, AND HE HAD SAID HE HAD ONE, MR. FRANCISCO  
2 BELOS (PHONETIC), VELLO, I'M NOT SURE HOW YOU  
3 PRONOUNCE THE LAST NAME. AND I TOLD HIM, "WELL, MY  
4 HUSBAND HAD A FRIEND, AND HE WOULD LIKE HIM TO WORK  
5 WITH HIM WHO COULD ALSO DRIVE HIM BACK AND FORTH TO  
6 WORK," BECAUSE I DID NOT LIKE MY HUSBAND DRIVING BACK  
7 AND FORTH TO WORK BY HIMSELF.

8 Q. OKAY. AND WHOSE DECISION WAS IT TO HIRE OR NOT HIRE  
9 ADDITIONAL HELP?

10 A. OFFICIALLY, MR. PIERSON'S.

11 Q. OKAY. AND HOW -- DO YOU KNOW, DID YOU HAVE THE  
12 CONVERSATION WITH MR. PIERSON ABOUT HOW THOSE PEOPLE  
13 WOULD BE PAID?

14 A. NO.

15 Q. OKAY.

16 A. I DID NOT HAVE A CONVERSATION WITH HIM AS TO HOW THEY  
17 WOULD BE PAID.

18 Q. OKAY. WOULD THEY BE EMPLOYEES OF YOUR HUSBANDS?

19 A. NO. THEY WOULD HAVE BEEN OF MR. PIERSON'S.

20 Q. OKAY. HOW MANY HOURS DID YOUR HUSBAND WORK ON  
21 AVERAGE?

22 A. ON AVERAGE, AT LEAST ---

23 Q. LET'S PUT IT ON THIS JOB?

24 A. ON THIS JOB, AT LEAST TEN HOURS A DAY.

25 Q. OKAY.

1 A. FROM MONDAY TO SATURDAY, I'D SAY.  
2 Q. OKAY. AND THAT'S SIX DAYS A WEEK?  
3 A. YES, SIR.  
4 Q. OKAY. SO THAT'S 60 HOURS A WEEK?  
5 A. MOST TIMES, YES.  
6 Q. AND DO YOU KNOW WHETHER MR. RODRIGUEZ ALSO WAS  
7 WORKING AT THAT TIME?  
8 A. I DO BELIEVE SO.  
9 Q. OKAY. AND YOU WERE AT THE JOB?  
10 A. I WAS BACK AND FORTH. I WOULD GO CHECK ON MY  
11 HUSBAND. SOMETIMES HE WOULD PICK OUR KIDS UP FROM  
12 SCHOOL, AND I'D HAVE TO GO PICK THEM UP FROM HIM, SO.  
13 Q. OKAY. WAS THERE EVER ANY TIME MORE THAN A DAY OR TWO  
14 WHERE MR. PIERSON WAS NOT IN CONTACT WITH -- ABOUT  
15 THAT JOB?  
16 A. NOT THAT I KNOW OF.  
17 Q. ALL RIGHT. HE MAY NOT HAVE BEEN THERE ---  
18 A. UH-HUH.  
19 Q. --- EVERY DAY, BUT WAS THERE ANY PERIOD OF TIME, A  
20 WEEK WOULD GO BY WHERE HE WOULD NOT HAVE CONTACT ---  
21 A. NO. HE ---  
22 Q. --- WITH YOUR HUSBAND?  
23 A. NO. IF HE WOULDN'T CALL, MY HUSBAND WOULD CALL HIM,  
24 AND I WOULD TALK TO HIM.  
25 Q. OKAY. BUT YOU WOULD TALK TO WHO?

- 1           A.    I WOULD TALK TO MR. PIERSON.
- 2           Q.    OKAY.  WELL, THERE'S BEEN TESTIMONY ABOUT MORE THAN
- 3                TALK, TEXT MESSAGING?
- 4           A.    YEAH, THERE WOULD BE TEXT MESSAGES WHERE I WOULD
- 5                TRANSLATE THE TEXT MESSAGE IF MY HUSBAND DIDN'T
- 6                UNDERSTAND IT, LITERALLY I WOULD TRANSLATE IT.  THERE
- 7                WOULD BE PHOTOS THAT HE WOULD SEND BACK TO HIM OF HOW
- 8                THE JOB LOOKED.  IF HE COULDN'T USE HIS PHONE,
- 9                BECAUSE A COUPLE OF TIMES HIS PHONE WAS BROKEN, HE'D
- 10              USE MY PHONE.
- 11          Q.    OKAY.  AND WHAT -- WHAT WAS THE SUBJECT MATTER OF
- 12                THOSE CONVERSATIONS OF?  WHAT WOULDN'T YOUR HUSBAND
- 13                UNDERSTAND?
- 14          A.    SOMETIMES IT WOULD BE EXACTLY WHAT MATERIALS WERE
- 15                SUPPOSED TO BE USED, LIKE WHICH WOOD WOULD -- WHAT
- 16                SIZE THE WOOD WAS SUPPOSED TO BE.  SOMETIMES IT WOULD
- 17                BE WHERE SOMETHING WAS SUPPOSED TO BE LOCATED.
- 18                SOMETIMES IT WOULD BE JUST DIFFERENT THINGS, JUST A
- 19                WHOLE BUNCH OF DIFFERENT THINGS.
- 20          Q.    DO YOU KNOW WHO WOULD MAKE A DETERMINATION AS TO WHAT
- 21                WOULD BE DONE ON ANY PARTICULAR DAY, WHAT PART OF THE
- 22                JOB WOULD BE DONE?
- 23          A.    MR. PIERSON.
- 24          Q.    OKAY.  AND WOULD YOU TRANSLATE THOSE DIRECTIONS?
- 25          A.    YES.

1 Q. ALL RIGHT. WHAT PERCENTAGE OF THE TOTAL DIRECTIONS  
2 GIVEN TO YOUR HUSBAND WOULD YOU SAY YOU WERE  
3 INTERPRETING FROM MR. PIERSON WHEN ---

4 A. LIKE I SAID, AT LEAST A THIRD OF THE CONVERSATIONS.

5 BY MR. EHLIES:

6 THANK YOU SO MUCH. I APPRECIATE IT.

7 BY COMMISSIONER TAYLOR:

8 ALL RIGHT. OKAY. MR. PADGETT.

9 CROSS-EXAMINATION BY MR. PADGETT:

10 Q. WELL, YOU MENTIONED A SECOND AGO THAT YOU DIDN'T WANT  
11 YOUR HUSBAND DRIVING BACK AND FORTH TO WORK BY  
12 HIMSELF?

13 A. YES.

14 Q. CAN YOU ELABORATE ON THAT, AND THERE MAY HAVE BEEN  
15 SOMETHING ELSE TO THAT THAT I MISSED?

16 A. MY HUSBAND DOESN'T HAVE A DRIVER'S LICENSE, AND I  
17 WOULD PREFER, BECAUSE MY HUSBAND DOES NOT HAVE A  
18 DRIVER'S LICENSE, THAT HE DOES NOT DRIVE.

19 Q. DOES HE DRIVE NOW?

20 A. HE HAS TO.

21 Q. WHAT'S -- WHAT DID YOUR HUSBAND DO BEFORE HE -- HE  
22 WAS WORKING ON THE HOUSES ON LAKE KEOWEE WITH MR.  
23 PIERSON?

24 A. HE WAS -- THE JOB BEFORE THIS ONE, HE DID CABINETRY.  
25 HE WORKED A COUPLE OF MONTHS IN THAT, AND BEFORE THAT



1 HE DID FRAMING, AND ROOFING CONSTRUCTION, JUST  
2 DIFFERENT THINGS.

3 Q. HOW WOULD HE GET THESE JOBS?

4 A. THROUGH FRIENDS, THROUGH A -- A COMPANY HE WORKED FOR  
5 AT ONE POINT.

6 Q. DID -- SO MR. PIERSON DIDN'T -- DIDN'T GO TO YOUR  
7 HUSBAND, MR. CHAVEZ, AND SAY, "HEY, I'VE GOT THESE  
8 OTHER GUYS THAT I WANT TO WORK WITH YOU"? DID YOU --  
9 YOUR HUSBAND WENT AND FOUND THE OTHER PEOPLE, DIDN'T  
10 HE?

11 A. ONE OF THEM.

12 Q. OKAY.

13 A. JUST THE ONE. JUST MR. RODRIGUEZ.

14 Q. AND MR. PIERSON DIDN'T HAVE TO APPROVE OR -- OR  
15 INTERVIEW OR ANYTHING LIKE THAT WITH HIM BEFORE HE  
16 STARTED WORKING, RIGHT? IT WAS YOUR HUSBAND THAT  
17 DECIDED HE COULD START WORKING?

18 A. FAR AS I KNOW, MY HUSBAND TOLD HIM HE HAD THE FRIEND,  
19 THAT'S ALL I KNOW.

20 Q. OKAY.

21 A. I DON'T KNOW IF THERE WAS AN INTERVIEW. I DON'T KNOW  
22 IF THERE WAS ANY PROCESS LIKE THAT.

23 Q. OKAY. AND IN THESE OTHER JOBS THAT YOU WERE TALKING  
24 ABOUT, THE CABINETRY AND THE FRAMING, DID HE -- IN  
25 THOSE JOBS, DID HE GET OTHER PEOPLE TO WORK WITH HIM

1            THEN TOO?  HOW -- HOW WERE THOSE JOBS SET UP; WERE  
2            THEY SIMILAR TO THIS ONE?

3            A.  ONE, HE WAS WORKING WITH A FRIEND WHO SAID HE NEEDED  
4            HIS HELP, AND THE ONES BEFORE THAT, IT WAS AN EX-BOSS  
5            OF HIS THAT HIRED HIM BACK ON.

6            Q.  WHAT WAS HIS NAME?

7            A.  JUAN -- I CANNOT PRONOUNCE HIS LAST NAME.  I JUST, I  
8            CALL HIM JUAN.

9            Q.  YOU JUST CALL HIM JUAN?

10          A.  YEAH.  I CANNOT PRONOUNCE HIS LAST NAME AT ALL.

11          Q.  WHAT'S YOUR UNDERSTANDING OF THE INITIAL MEETING  
12          BETWEEN -- IT SOUNDS LIKE YOU'RE VERY INVOLVED OR  
13          KNOW -- HAVE A GOOD FEEL FOR WHAT'S GOING ON ---

14          A.  UH-HUH.

15          Q.  --- AS YOU TESTIFIED TO ALL OF THESE DETAILS.  WHAT'S  
16          YOUR UNDERSTANDING OF THE INITIAL MEETING BETWEEN MR.  
17          PIERSON AND YOUR HUSBAND AT THE HARDWARE STORE?

18          A.  MY INITIAL KNOWLEDGE OF IT WAS THAT MY HUSBAND WAS TO  
19          GO AND WORK FOR MR. PIERSON.

20          Q.  SO YOU WERE -- YOUR HUSBAND WAS AT THE HOME DEPOT?

21          A.  NO.  MY HUSBAND WAS NEVER AT A HOME DEPOT.

22          Q.  OR AT THE HARD -- WHICHEVER HARDWARE STORE?

23          A.  HE WAS NOT AT A HARDWARE STORE.

24          Q.  OKAY.  HOW DID HE MEET?  HOW DID THEY MEET UP?

25          A.  I'M NOT SURE HOW YOU PRONOUNCE THE GUY'S NAME, ABNER

1 (PHONETIC) OR ABNER, WAS -- IS A FRIEND OF MY  
2 HUSBAND'S, AND I WAS TOLD THAT HE GAVE MR. PIERSON MY  
3 HUSBAND'S PHONE NUMBER.

4 Q. OKAY.

5 A. BUT MY HUSBAND DOESN'T GO SIT AT A HOME DEPOT OR GO -  
6 --

7 Q. AND HAD YOUR -- HAD YOUR HUSBAND EVER GOTTEN JOBS  
8 THROUGH MR. -- IS IT ABNER, IS THAT WHAT YOU SAID?

9 A. THIS IS THE FIRST ONE THAT I KNOW THAT HE'S GOTTEN  
10 THROUGH HIM.

11 Q. OKAY. AND SO IS IT YOUR UNDERSTANDING THEN AS YOU  
12 WERE TESTIFYING THAT YOUR HUSBAND WAS HIRED AS AN  
13 EMPLOYEE BY SOMEONE OUT OF STATE, AND HE WAS GOING TO  
14 GET OTHER WORKERS AND THEY WERE GOING TO COMPLETE A  
15 JOB; IS THAT WHAT TESTIMONY WOULD BE?

16 A. IT'S MY UNDERSTANDING MY HUSBAND WAS GOING TO WORK ON  
17 A JOB. THE -- TO BEGIN WITH, HE WAS THE ONLY  
18 EMPLOYEE THAT I KNEW OF.

19 Q. OKAY.

20 A. THAT IT WAS JUST HIM TO BEGIN WITH. AFTER THAT, IT  
21 BECAME MORE DIFFICULT AND MY HUSBAND NEEDED HELP WITH  
22 THE JOB. AND HE CALLED MR. PIERSON AND TOLD HIM THAT  
23 THE JOB WAS BECOMING MORE DIFFICULT AND THAT HE  
24 NEEDED HELP ON THE JOB.

25 Q. DID IT STRIKE YOU AS UNUSUAL THAT SOMEONE WAS GOING

1 TO HIRE HIM FROM SEVERAL STATES AWAY WHILE HE  
2 COMPLETED A JOB?  
3 A. I DIDN'T KNOW HE WAS FROM SEVERAL STATES AWAY AT THE  
4 TIME.  
5 Q. ONCE YOU FOUND THAT OUT?  
6 A. A FEW MONTHS LATER, ACTUALLY.  
7 Q. I KNOW. BUT WHEN YOU DID FIND THAT OUT, DID YOU?  
8 A. I -- I THOUGHT THAT HE LIVED HERE, AND THEN HE LIVED  
9 IN THE OTHER STATE ALSO, IS WHAT I HAD THOUGHT.  
10 Q. AND JUST A LITTLE BIT MORE ABOUT I GUESS ABOUT THE  
11 INTERPRETATION SERVICING PROVIDED. WOULD YOU -- YOU  
12 WOULD TALK TO MR. PIERSON?  
13 A. UH-HUH.  
14 Q. AND HE WOULD -- Y'ALL WOULD HAVE A CONVERSATION, AND  
15 THEN LATER ON YOU WOULD EXPLAIN IT TO YOUR HUSBAND,  
16 OR DID YOU DO IT BEFORE?  
17 A. NO. MY HUSBAND WOULD BE RIGHT THERE AT THE TIME.  
18 Q. AND YOU WOULD JUST ---  
19 A. AND I WOULD GO BACK AND FORTH BETWEEN THE BOTH OF  
20 THEM.  
21 Q. OKAY. AND WHEN Y'ALL WOULD HAVE THESE CALLS, WHAT,  
22 THE TIME OF DAY WOULD VARY I TAKE IT, RIGHT?  
23 A. YES.  
24 Q. OKAY.  
25 A. MOSTLY -- MOST OF THE TIME, IT WOULD BE WHEN HE GOT

1 HOME FROM WORK, BECAUSE IT WOULD BE DEPENDING ON HOW  
2 LONG HE WORKED THAT DAY, PROBABLY ABOUT SIX O'CLOCK.  
3 Q. OKAY. SO IT WAS AFTER -- IT WAS AFTER A TIME WHEN HE  
4 WOULD HAVE BEEN WORKING?  
5 A. UH-HUH.  
6 Q. YOU WOULD HAVE THESE CONVERSATIONS, AND THEY WOULD  
7 TALK ABOUT THE JOB AND HOW IT WAS COMING ALONG ---  
8 A. UH-HUH.  
9 Q. --- BEING COMPLETED? AND HE DIDN'T -- HE DIDN'T  
10 CHECK THAT TIME DOWN, I NEED TO PUT AN EXTRA 30  
11 MINUTES ON MY TIME CARD, BECAUSE I WAS TALKING?  
12 A. NO.  
13 Q. OKAY.  
14 A. NOT THAT I KNOW OF.  
15 Q. OKAY. THAT WAS PART OF HIM COMPLETING THIS JOB?  
16 A. JUST TALKING TO HIM, I DON'T -- I DON'T KNOW.  
17 Q. ALL RIGHT. AND IF MR. RODRIGUEZ HAD CONTINUED TO  
18 JUST NOT SHOW UP FOR WORK OR TO SHOW UP LATE ---  
19 A. UH-HUH.  
20 Q. --- AND CONTINUE TO DO THAT OVER AND OVER AGAIN, IT  
21 WOULD HAVE BEEN YOUR HUSBAND WOULD HAVE BEEN THE ONE  
22 THAT FIRED HIM, CORRECT?  
23 A. NOT THAT I KNOW OF. MY -- I THINK MY HUSBAND WOULD  
24 HAVE HAD TO TALK TO MR. PIERSON ABOUT IT.  
25 Q. BUT ABOUT HIS RECOMMENDATION TO FIRE HIM?

1 A. YEAH.

2 Q. OKAY. BECAUSE OF WHAT HIS -- HIS JOB PERFORMANCE?

3 A. AS FAR AS I KNOW, HE WOULD HAVE TO ASK MR. PIERSON,  
4 BECAUSE MR. PIERSON WAS THE ONE PAYING HIM.

5 Q. AND YOU MENTIONED THAT YOU'RE ON DISABILITY?

6 A. NO, I'M NOT ON DISABILITY. I HAVE A DISABILITY.

7 Q. OH, OKAY. SO YOU DON'T WORK?

8 A. I DON'T WORK.

9 Q. OKAY. HAVE YOU EVER WORKED?

10 A. SEVERAL YEARS AGO, I WAS A DISHWASHER.

11 Q. AND DO YOU KNOW MR. RODRIGUEZ OUTSIDE OF THIS WORK  
12 INCIDENT?

13 A. YES. YES.

14 Q. OKAY. HOW DO YOU KNOW HIM?

15 A. THROUGH HIS BROTHER.

16 Q. HOW DO YOU -- WHAT'S YOUR RELATIONSHIP WITH HIS  
17 BROTHER?

18 A. I JUST KNOW HIS BROTHER THROUGH MY HUSBAND.

19 Q. THEY'RE FRIENDS?

20 A. YES.

21 BY MR. PADGETT:

22 THAT'S ALL THE QUESTIONS I HAVE.

23 BY THE WITNESS:

24 \_\_\_\_\_ OKAY.

25 BY COMMISSIONER TAYLOR:

1                   OKAY. MR. HILLER.

2                   CROSS-EXAMINATION BY MR. HILLER:

3           Q.    MS. CHAVEZ, DO YOU SOCIALIZE WITH THEM, THE  
4                   RODRIGUEZS?

5           A.    SOMETIMES, YES.

6           Q.    AND Y'ALL HAVE HAD DINNER WITH THEM?

7           A.    NO.

8           Q.    HAVE PRIOR TO TODAY, DID YOU HAVE ANY CONVERSATION  
9                   WITH MR. RODRIGUEZ ABOUT WHAT WENT ON AND WHAT YOUR  
10                  TESTIMONY WOULD BE?

11          A.    NO.

12          Q.    YOU SAID THAT YOUR HUSBAND TYPICALLY DURING THIS TIME  
13                  PERIOD THAT -- WE'RE ONLY TALKING ABOUT THIS  
14                  LAKEWOOD?

15          A.    YES.

16          Q.    OKAY. SO DURING THAT TIME PERIOD HE WORKED ON THAT,  
17                  YOU SAID HE WAS WORKING SIXTY HOURS A WEEK, SIX DAYS  
18                  A WEEK -- I MEAN, SIX DAYS A WEEK, TEN HOURS A DAY;  
19                  IS THAT CORRECT?

20          A.    THAT'S AN ESTIMATE IS WHAT I CAN SAY.

21          Q.    OKAY. SO SOME DAY -- SOME WEEKS HE MIGHT HAVE WORKED  
22                  LESS, AND SOME WEEKS HE MIGHT HAVE WORKED MORE?

23          A.    I'D SAY HE WORKED LESS SOME WEEKS.

24          Q.    IN HIS LINE OF WORK, THERE ARE SOMETIMES DAYS WHEN  
25                  YOU CAN'T WORK, RIGHT?

1 A. YES.

2 Q. SO IF IT WAS POURING DOWN RAIN AND YOU'RE FRAMING A  
3 HOUSE THAT IS NOT IN THE DRY, THERE'S NOT MUCH YOU  
4 CAN DO THAT DAY IS THERE?

5 A. YES, SIR. THAT'S CORRECT.

6 Q. AND IF IT'S POURING DOWN RAIN AND YOU'RE DIGGING  
7 FOOTINGS, YOU CAN'T WORK THAT DAY EITHER?

8 A. NO, SIR. YOU CAN'T.

9 Q. AND IS THAT -- THAT PRETTY MUCH BEEN THE LIFE HISTORY  
10 BETWEEN YOU, I MEAN, WITH YOUR ---

11 A. YES, SIR.

12 Q. --- WORKING?

13 A. YES.

14 Q. SO IF THE WEATHER'S BAD, HE DOESN'T GO TO WORK?

15 A. NO, SIR. HE DOESN'T GO TO WORK.

16 Q. AND -- AND IF IT STAYED BAD FOR THREE DAYS, THEN HE  
17 DOESN'T WORK FOR THREE DAYS?

18 A. YES, SIR. THAT'S CORRECT.

19 Q. AND THEN AFTER IT GETS CLEAR AGAIN, HE WORKS AS MUCH  
20 AS HE CAN ---

21 A. YES.

22 Q. --- TO CATCH UP?

23 A. YES, SIR.

24 Q. SO HE CAN PAY THE BILLS?

25 A. YES, SIR.



1 Q. RIGHT. AND SO HE -- HE DECIDES WHEN HE'S GOING TO  
2 WORK AND WHEN HE'S NOT GOING TO WORK?

3 A. IF IT'S RAINING, HE'LL CALL AND TELL MR. PIERSON IT'S  
4 RAINING, AND IF HE HAS AN INSIDE JOB FOR HIM, HE'LL  
5 SAY, "WELL, I'VE GOT SOMETHING ON THE INSIDE FOR YOU,  
6 YOU CAN DO THIS."

7 Q. WELL, I'M TALKING ABOUT LAKEWOOD?

8 A. YES.

9 Q. OKAY. IT WOULDN'T -- WHEN HE WAS BUILDING LAKEWOOD,  
10 HE DECIDED WHEN HE WENT TO WORK AND WHEN HE DIDN'T  
11 GO?

12 A. HE WOULD CALL MR. PIERSON AND ASK HIM.

13 Q. OKAY. BUT HE DECIDED HOW LONG HE WORKED EVERY DAY?

14 A. HE WOULD CALL AND ASK MR. PIERSON.

15 Q. EVERY DAY?

16 A. HE WOULD CALL AND TELL HIM, "SO FAR I'M DONE, IS  
17 THERE ANYTHING ELSE YOU NEED ME TO DO?"

18 Q. OKAY. LET ME ASK YOU ABOUT THAT. SO HE -- HE WAS  
19 THERE ON AVERAGE SOMEWHERE BETWEEN 40 AND 60 HOURS A  
20 WEEK. HOW OFTEN WERE YOU THERE AT LAKEWOOD?

21 A. I -- I WOULD COME MAYBE ONCE OR TWICE A WEEK,  
22 DEPENDING ON IF HE HAD A DOCTOR -- I HAVE SEVERAL  
23 DOCTOR'S APPOINTMENTS. IF HE HAD TO PICK UP MY KIDS  
24 BECAUSE I WAS RUNNING LATE, IT JUST DEPENDED.

25 Q. OKAY. ONCE OR TWICE PER WEEK?

1 A. MAYBE MORE.

2 Q. OR MAYBE LESS?

3 A. MAYBE LESS.

4 Q. AND FOR 15 MINUTES?

5 A. SOMETIMES I WOULD GET THERE AT FOUR O'CLOCK. I'D SIT  
6 THERE 'TIL THE END OF THE DAY WHEN HE GOT OFF. WHEN  
7 ESPECIALLY IF I WAS DRIVING HIM TO WORK AND HAVING TO  
8 PICK HIM UP. I WOULD DROP HIM OFF AND MAYBE SIT  
9 THERE A LITTLE WHILE WITH HIM AND MAKE SURE THAT HE  
10 GOT EVERYTHING, LIKE HIS LUNCH BOX AND EVERYTHING HE  
11 NEEDED FOR THE DAY OUT OF MY TRUCK. IF I WAS GOING  
12 TO PICK HIM UP, I'D -- IF I WAS GOING FROM THE SCHOOL  
13 TO GO PICK HIM UP, I'D GO PICK MY KIDS UP AT THREE  
14 O'CLOCK, I'D BE DONE, I'D BE THERE AT 3:30, AND SIT  
15 THERE UNTIL FIVE OR SIX O'CLOCK, SOMETIMES 6:30,  
16 DEPENDING ON WHEN THE SUN WENT DOWN.

17 Q. OKAY. WELL, BUT THAT WAS BEFORE MR. RODRIGUEZ GOT  
18 HIRED, RIGHT?

19 A. NOT EXACTLY. THAT WAS SOMETIMES AFTER.

20 Q. WELL, ONE OF THE REASONS THAT YOU -- THAT HE WANTED  
21 TO BRING MR. RODRIGUEZ IS SO HE COULD RIDE TO WORK  
22 WITH MR. RODRIGUEZ?

23 A. YES.

24 Q. SO HE WAS ---

25 A. ONE OF THE REASONS WAS.

- 1 Q. MR. RODRIGUEZ WAS PICKING HIM UP, TAKING HIM TO WORK  
2 AND BRINGING HIM HOME?
- 3 A. YES.
- 4 Q. OKAY. SO THE TIMES YOU'RE TALKING ABOUT WOULD HAVE  
5 BEEN BACK WHEN -- WHEN MR. CHAVEZ WAS THE ONLY PERSON  
6 WORKING ON THE JOB?
- 7 A. OH, THIS IS ALSO AFTER.
- 8 Q. OH, OKAY. AFTER?
- 9 A. YES.
- 10 Q. ALL RIGHT.
- 11 A. BECAUSE I WOULD GO OVER THERE AND PICK HIM UP  
12 SOMETIMES AFTER, 'CAUSE WE HAD THINGS THAT WE HAD TO  
13 DO AFTER WORK.
- 14 Q. AFTER MR. RODRIGUEZ WAS NO LONGER THERE, AFTER HE'D  
15 HAD HIS ACCIDENT?
- 16 A. NO. WE HAD DONE -- EVEN WHEN MR. RODRIGUEZ WAS  
17 WORKING.
- 18 Q. OKAY.
- 19 A. MR. RODRIGUEZ.
- 20 Q. ALL RIGHT. SO OUT OF THE TOTAL NUMBER OF HOURS PER  
21 WEEK THAT YOUR HUSBAND WAS THERE WORKING, ---
- 22 A. UH-HUH.
- 23 Q. --- HOW MANY WERE YOU THERE WITH HIM?
- 24 A. I'D SAY ANYWHERE BETWEEN FOUR TO FIVE, MAYBE.
- 25 Q. FOUR TO FIVE HOURS A WEEK?

1 A. I MIGHT BE THERE FOR AN HOUR ONE DAY. I MAY BE THERE  
2 FROM 3:30 TO 6:30, ANOTHER DAY. IT -- IT JUST, IT  
3 DEPENDED.

4 Q. OKAY. SO I MEAN, I'M JUST TRYING TO GET AN ANSWER.

5 A. UH-HUH.

6 Q. FOUR OR FIVE HOURS A WEEK?

7 A. SOMETIMES, YES.

8 Q. SOMETIMES. SO ON AVERAGE SAY THREE-AND-A-HALF, FOUR  
9 HOURS?

10 A. PROBABLY.

11 Q. OKAY. SO YOU WERE THERE ABOUT, WHAT'S THAT, 12  
12 PERCENT OR 15 PERCENT, OR SOMEWHERE IN BETWEEN THERE  
13 ---

14 A. WELL, YEAH.

15 Q. --- OF HIS WORK WEEK?

16 A. YEAH.

17 Q. SO ALL THE TIMES THAT YOU WEREN'T THERE, ---

18 A. UH-HUH.

19 Q. --- IF THERE WAS A PHONE CALL THAT NEEDED TO BE MADE  
20 BY OR FROM MR. PIERSON TO MR. CHAVEZ, THEY WOULD HAVE  
21 TO DO IT WITHOUT YOU, RIGHT?

22 A. HE WOULD TRY HIS BEST OR HE WOULD CALL ME AND SAY --  
23 WELL, HE CALLED AND I'M NOT SURE EXACTLY WHAT HE SAID  
24 OR, AND HE WOULD TRY TO TELL ME WHAT HE SAID, AND I  
25 WOULD TRY TO TRANSLATE IT BACK TO HIM.

1 Q. WELL -- WELL, MS. CHAVEZ, WHAT -- WHEN -- WHEN YOU --  
2 WHEN YOU'RE TESTIFYING HERE, ---  
3 A. YES.  
4 Q. --- WE WANT TO KNOW WHAT YOU KNOW?  
5 A. YES.  
6 Q. OKAY? AND -- AND IF -- IF YOU WEREN'T THERE, ---  
7 A. UH-HUH.  
8 Q. --- THEN YOU DON'T KNOW, RIGHT?  
9 A. CORRECT. CORRECT.  
10 Q. SO -- SO IF HE WAS THERE 55 HOURS A WEEK ---  
11 A. UH-HUH.  
12 Q. --- THAT YOU WEREN'T, ---  
13 A. YES, SIR.  
14 Q. --- YOU DON'T HAVE ANY WAY OF TELLING US TODAY WHAT  
15 WENT ON?  
16 A. DURING THE HOURS THAT I WASN'T THERE, CORRECT.  
17 Q. OKAY. AND -- AND I THINK YOU TESTIFIED, AS I  
18 UNDERSTOOD IT, THAT -- THAT THE MAJORITY OF YOUR  
19 CONVERSATIONS WITH MR. PIERSON OCCURRED AFTER MR.  
20 CHAVEZ GOT HOME DURING THE DAY?  
21 A. YES, SIR.  
22 Q. ALL RIGHT. SO -- SO MOST OF THE TIME, AT LEAST AS I  
23 UNDERSTOOD YOUR TESTIMONY, WHEN MR. CHAVEZ GOT HOME,  
24 IF HE HAD SOMETHING THAT HE NEEDED TO TALK TO MR.  
25 PIERSON ABOUT, HE'D GET ON THE PHONE WITH HIM WHILE

1           YOU WERE THERE AND YOU COULD ---

2       A.   UH-HUH.

3       Q.   OR -- YOU HAVE TO SAY OUT LOUD.

4       A.   UH-HUH.   YEAH.

5       Q.   YES?

6       A.   YES.

7       Q.   OKAY.

8       A.   SORRY.

9       Q.   IT'S FOR HER BENEFIT (INDICATING).

10      A.   SORRY.

11      Q.   I KNEW WHAT YOU WERE SAYING.   OR IF YOU WERE GOING TO

12           TRANSLATE A TEXT, YOU WOULD DO THAT WHILE YOU WERE

13           SITTING AT HOME AT NIGHT?

14      A.   SOMETIMES, YES.

15      Q.   MOST OF THE TIME?

16      A.   OR HE WOULD FORWARD THE TEXT TO ME IF HE COULDN'T

17           UNDERSTAND IT, AND I WOULD CALL HIM AND TELL HIM WHAT

18           THE TEXT WAS.

19      Q.   OKAY.   AND DID YOU EVER DURING THAT PERIOD OF TIME

20           HEAR THE PHRASE, "STAGE OF COMPLETION"?   DO YOU KNOW

21           WHAT THAT MEANS?

22      A.   CAN YOU BE MORE ---

23      Q.   WELL, LIKE A -- CONTRACTORS TEND TO TALK IN LIKE HOW

24           FAR ALONG THEY ARE IN THE JOB, 30 PERCENT, 45

25           PERCENT, 75 PERCENT?

- 1 A. NOT THAT I KNOW OF.
- 2 Q. YOU NEVER HEARD THAT?
- 3 A. NO.
- 4 Q. OKAY. DID HE -- DID -- DID -- WHEN -- WHEN YOU
- 5 WORKED,, YOU UNDERSTOOD THAT THE GOVERNMENT REQUIRES
- 6 WAGES, I MEAN MONEY TO BE WITHHELD WHEN PEOPLE GOT
- 7 PAYCHECKS?
- 8 A. YES.
- 9 Q. ALL RIGHT. AND YOU -- YOU KNEW, OF COURSE, FROM THE
- 10 VERY FIRST CHECK MR. CHAVEZ BROUGHT HOME, THAT THAT
- 11 WASN'T BEING DONE HERE, RIGHT?
- 12 A. YES.
- 13 Q. ALL RIGHT. AND -- AND DO YOU HAVE ANYTHING TO DO
- 14 WITH Y'ALL'S FILING OF YOUR TAXES AT THE END OF THE
- 15 YEAR, OR DOES HE HANDLE THAT?
- 16 A. MY HUSBAND HANDLES HIS TAXES.
- 17 Q. OKAY. SO YOU DON'T DEAL WITH THAT?
- 18 A. NO.
- 19 Q. DO Y'ALL FILE MARRIED FILING JOINTLY?
- 20 A. AT THE -- MY HUSBAND FILES HIS TAXES, SO I DON'T KNOW
- 21 HOW EXACTLY THEY'RE FILED.
- 22 Q. ALL RIGHT.
- 23 A. HE GOES TO A PERSON AND THEY FILE THE TAXES, AND I
- 24 STAY AT HOME SOMETIMES.
- 25 Q. OKAY. YOU WEREN'T PRESENT WHEN YOUR HUSBAND FIRST

1 SPOKE WITH MR. RODRIGUEZ ABOUT COMING TO HELP HIM AT  
2 THE JOB?

3 A. NO. NO, SIR.

4 Q. AND I BELIEVE YOU SAID THAT -- THAT WHEN HE TOLD YOU  
5 WHAT HE -- WHAT YOUR HUSBAND TOLD YOU IS THAT HE  
6 DECIDED IT WAS GETTING TOO HARD AND HE NEEDED SOME  
7 HELP?

8 A. MY HUSBAND TOLD ME THAT HE WANTED TO TALK TO MR.  
9 PIERSON, BECAUSE THE JOB WAS GETTING HARD AND HE  
10 NEEDED SOME HELP. YES, SIR.

11 Q. AND HE HAD MADE THE DECISION THAT HE COULDN'T DO IT  
12 ON HIS OWN, HE NEEDED SOME HELP, RIGHT?

13 A. WELL, IT WASN'T EXACTLY HIS DECISION. HE WANTED TO  
14 CALL TO SEE IF HE COULD GET HELP.

15 Q. BECAUSE HE MADE THE DECISION HE NEEDED HELP?

16 A. IF HE DID, IF MR. PIERSON SAID THAT HE WASN'T, HE  
17 COULDN'T HIRE ANYBODY ELSE, HE WASN'T GOING TO HIRE  
18 ANYBODY ELSE.

19 Q. OKAY.

20 A. HE WAS GOING TO DO IT ON HIS OWN.

21 BY MR. HILLER:

22 THANKS. THAT'S ALL THE QUESTIONS I HAVE.

23 BY COMMISSIONER TAYLOR:

24 OKAY. MR. KELLER?

25 BY MR. KELLER:



1 NO QUESTIONS. THANK YOU, MA'AM.  
2 BY COMMISSIONER TAYLOR:  
3 OKAY. MR. EHLIES?  
4 BY MR. EHLIES:  
5 NOTHING.  
6 BY COMMISSIONER TAYLOR:  
7 ALL RIGHT.  
8 BY MR. EHLIES:  
9 CLAIMANT'S SHOWING.  
10 BY COMMISSIONER TAYLOR:  
11 I'M SORRY?  
12 BY MR. EHLIES:  
13 THAT'S THE ---  
14 BY COMMISSIONER TAYLOR:  
15 OH, THAT'S YOUR CLAIMANT'S CASE. ALL RIGHT.  
16 THANK YOU.  
17 YOU'RE EXCUSED. THANK YOU VERY MUCH, MA'AM.  
18 BY THE WITNESS:  
19 THANK YOU.  
20 BY MR. EHLIES:  
21 ARE YOU GOING TO?  
22 BY MR. HILLER:  
23 OKAY.  
24 BY MR. EHLIES:  
25 YOU CAN GO (INDICATING MS. CHAVEZ). YOU STAY

1 NOW (INDICATING MR. RODRIGUEZ). THANK YOU.

2 BY THE WITNESS:

3 THANK YOU.

4 BY COMMISSIONER TAYLOR:

5 ALL RIGHT. ANYBODY NEED A BREAK, WANT TO TAKE  
6 ANOTHER BREAK?

7 BY MR. HILLER:

8 YES. IF YOU DON'T MIND.

9 BY COMMISSIONER TAYLOR:

10 OKAY.

11 BY MR. HILLER:

12 I WANT TO TALK TO MY CLIENT FOR A MINUTE.

13 BY COMMISSIONER TAYLOR:

14 OKAY.

15 BY MR. HILLER:

16 AND, DAVID, I WANT TO TALK TO YOU.

17 (OFF THE RECORD)

18 BY COMMISSIONER TAYLOR:

19 MR. PADGETT, YOU MAY CALL YOUR FIRST WITNESS, IF  
20 ANY.

21 BY MR. PADGETT:

22 MR. PIERSON.

23 BY COMMISSIONER TAYLOR:

24 OKAY. ALL RIGHT. MR. PIERSON, HAVE A SEAT.

25 OKAY. MADAM COURT REPORTER, WILL YOU PLEASE

1 SWEAR MR. PIERSON?

2 BY THE COURT REPORTER:

3 WILL YOU RAISE YOUR RIGHT HAND, PLEASE.

4 \* \* \* \* \*

5 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE  
6 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE  
7 MATTER HEREIN:

8 ROBERT T. PIERSON

9 BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS FOLLOWS:

10 BY COMMISSIONER TAYLOR:

11 MR. PADGETT.

12 DIRECT EXAMINATION BY MR. PADGETT:

13 Q. MR. PIERSON, MY NAME'S DAVID PADGETT, AND, OF COURSE  
14 YOU AND I HAVE MET SEVERAL TIMES OFF THE RECORD -- OR  
15 BEFORE THE HEARING; IS THAT CORRECT?

16 A. THAT IS CORRECT. YEAH.

17 Q. AND I'M HERE, OF COURSE, ON BEHALF OF THE HARTFORD IN  
18 RELATION TO MR. RODRIGUEZ'S WORKERS' COMP CLAIM FROM  
19 DECEMBER 23RD, 2013. CAN YOU PLEASE EXPLAIN TO US  
20 FIRST, I GUESS, WHO IS YOUR EMPLOYER, AND HOW DOES  
21 YOUR EMPLOYMENT RELATIONSHIP WORK? DO YOU HAVE  
22 ROBERT PIERSON CONSTRUCTION AND ABC; HOW DOES THAT  
23 WORK?

24 A. WELL, MY WIFE OWNS OR SHE'S THE EXECUTIVE DIRECTOR OF  
25 ABC CARE INCORPORATED, WHICH IS A NON-PROFIT, AND I

1 AM -- I AM THE FACILITIES DIRECTOR FOR THAT COMPANY.  
2 I AM A W2 EMPLOYEE AS WELL AS MY WIFE.  
3 Q. AND ARE THERE ANY OTHER W2 EMPLOYEES, OR IS JUST YOU  
4 AND YOUR WIFE?  
5 A. OH, NO. ABC CARE HAS 65 OR MORE W2'D EMPLOYEES.  
6 Q. I'M SORRY. THAT'S IS THERE. THAT'S FINE. SO THEY -  
7 - THEY HAVE 65 OTHER. WHO -- WHO DECIDES THE  
8 SALARIES OF THE EMPLOYEES AT ABC CARE?  
9 A. WELL, WE HAVE A LEVEL OF MANAGEMENT. WE HAVE AN  
10 EXECUTIVE -- THE EXECUTIVE DIRECTOR. THEN WE HAVE  
11 TWO SENIOR MANAGERS. WE HAVE A BOOKKEEPER, AND THEN  
12 THE BOOKKEEPER HAS AN OFFICE MANAGER. THE OFFICE  
13 MANAGER HAS -- HAS THREE OTHER PEOPLE THAT WORK UNDER  
14 HER. THEN THE SENIOR DIRECTORS THEN HIRE THEIR LEVEL  
15 OF MANAGEMENT, WHICH IS THE DIRECTORS ON THE SITE,  
16 WHICH IS THEN DIRECT -- AND THEN ALSO THE SCHOOL AGE  
17 CHILDCARE TEACHERS ALL THE WAY DOWN TO THE -- WELL,  
18 SHE'S IN A -- THE CHILDCARE BUSINESS. I DON'T THINK  
19 I'D -- I'D EXPLAINED THAT ONE. AND SO -- SO MY WIFE  
20 HIRES HER LEVEL. THE NEXT LOWER HIRES THEIR LEVEL,  
21 THE NEXT AND SO ON AND SO FORTH.  
22 Q. BUT THEY -- BUT THEY ARE -- THEY DON'T GET TO  
23 DETERMINE THE SALARY OF THE PEOPLE, DO THEY?  
24 A. OH, ABSOLUTELY. 100 PERCENT DOES. AND SO ---  
25 Q. NOW, SO SOME -- SO IF DOWN THIS CHAIN OF COMMAND,

- 1 SOMEONE WANTED TO HIRE A DAYCARE TEACHER FOR  
2 \$200,000, THEY -- THEY CAN JUST GO OUT AND DO THAT?  
3 A. WELL, I THEN -- THEN -- LET'S -- LET'S -- LET'S GET  
4 MORE SPECIFIC THEN.  
5 Q. OKAY. THAT'S WHAT I'M ASKING YOU? SO DO YOU ---  
6 A. OKAY.  
7 Q. --- WHO DECIDES -- OR WHO DECIDES YOUR WIFE'S SALARY?  
8 A. A BOARD OF DIRECTORS.  
9 Q. OKAY. AND WHO'S THAT MADE UP OF?  
10 A. THAT'S A SEVEN MEMBER BOARD, AND I DON'T KNOW THE  
11 PEOPLE'S NAMES. I THINK IT'S A FIVE OR SEVEN MEMBER  
12 BOARD, I KNOW A BUNCH.  
13 Q. ARE ANY OF THEM RELATED TO YOU OR YOUR WIFE?  
14 A. NO.  
15 Q. OKAY.  
16 A. I -- I -- I AM ALSO A MEMBER OF THE BOARD, AND I AM A  
17 NONVOTING MEMBER BECAUSE OF THE RELATION.  
18 Q. OKAY. SO YOU'RE ONE OF THE SEVEN MEMBERS?  
19 A. I AM, AND I AM A NONVOTING MEMBER OF THAT, BECAUSE OF  
20 THE RELATION.  
21 Q. ARE THERE ANY OTHER NONVOTING MEMBERS?  
22 A. NO. I'M THE ONLY ONE.  
23 Q. AND YOU ALSO OPERATE, AS YOU TESTIFIED IN YOUR  
24 DEPOSITION, YOU HAVE ROBERT PIERSON CONSTRUCTION?  
25 A. CORRECT.

1 Q. CORRECT. YOU'VE BEEN -- YOU'VE BEEN WORKING  
2 CONSTRUCTION ---

3 BY MR. KELLER:

4 GO AHEAD. I'M SORRY, I'M FINE.

5 DIRECT EXAMINATION RESUMED BY MR. PADGETT:

6 Q. YOU'VE BEEN WORKING IN CONSTRUCTION FOR THE MOST OF  
7 YOUR ADULT LIFE; IS THAT CORRECT?

8 A. THAT IS CORRECT.

9 Q. OKAY. AND WHEN DID YOU START WORKING FOR ABC?

10 A. I THINK THAT MY FIRST YEAR WAS IN 2010, THAT I WAS  
11 OFFICIALLY PUT ON THE BOOKS AND GIVEN MY FIRST CHECK.

12 Q. AND WHEN DID YOU -- YOU SAID THIS IS YOUR SECOND  
13 WIFE, RIGHT?

14 A. YES, IT IS.

15 Q. OKAY. WHEN DID Y'ALL GET MARRIED?

16 A. ACTUALLY, IT'LL BE 15 YEARS IN MAY.

17 Q. OKAY.

18 A. SO IT'D BE 2000. MAY 6TH, 2000, IF THEY WANT TO BE  
19 SPECIFIC.

20 Q. SHE'S NOT HERE SO YOU WON'T GET IN TROUBLE.

21 A. THAT'S OKAY. BUT I'M -- I'M ON IT.

22 Q. AND WE TALKED ABOUT EARLIER DURING YOUR DEPOSITION  
23 THAT'S IN THE RECORD, ABC DAYCARE HAD WORKERS' COMP  
24 COVERAGE FOR PEOPLE PERFORMING DAYCARE ACTIVITIES IN  
25 THE STATE OF MARYLAND, CORRECT, AT THE TIME OF THE

1 INJURY?

2 A. YES.

3 Q. OKAY. AND AS YOU TESTIFIED IN YOUR DEPOSITION, AND I  
4 CAN READ THIS FIRST AND YOU -- YOU CAN CONFIRM THIS,  
5 BUT ---

6 BY COMMISSIONER TAYLOR:

7 LET'S GO OFF THE RECORD FOR A SECOND.

8 (OFF THE RECORD)

9 DIRECT EXAMINATION RESUMED BY MR. PADGETT:

10 Q. AND IS IT STILL YOUR TESTIMONY TODAY THAT THE  
11 HARTFORD WAS IN NO SHAPE, NO WAY CONTEMPLATING  
12 COVERING CONSTRUCTION WORKERS FOR ABC DAYCARE ON OR  
13 ABOUT THE DATE OF THE INJURY; IS THAT CORRECT?

14 A. MY -- I DON'T KNOW WHAT I SAID VERBATIM, BECAUSE I  
15 HAVEN'T SEEN THE -- THE TRANSCRIPT. BUT WHAT I'M --  
16 WHAT -- WHAT I'M SAYING IS THAT I TOLD MY INSURANCE  
17 CARRIER, PAT OATES, THAT FOR ABC CARE, I TOLD HIM  
18 WHAT WE WERE GOING TO BE DOING IN FULL, A HUNDRED  
19 PERCENT, THE TYPE OF -- AND I ASKED HIM TO GET THE  
20 COVERAGES THAT WE NEEDED TO MAKE SURE THAT THE JOB,  
21 THAT WE COULD DO WHAT WE DID.

22 Q. AND -- AND ONCE YOU TOLD HIM THAT, AND HE GAVE YOU A  
23 BUILDER'S RISK POLICY; IS THAT CORRECT?

24 A. HE DID.

25 Q. OKAY.

- 1 A. HE -- HE -- HE, YOU KNOW, SO ---
- 2 Q. SO THAT'S WHAT YOU PAID FOR WAS THE BUILDER'S RISK --
- 3 THAT WAS WHAT YOUR INCREASE OR WHAT YOUR PAYMENT WENT
- 4 TOWARDS; IS THAT CORRECT?
- 5 A. YES. YES.
- 6 Q. OKAY. AND YOU DIDN'T HAVE ANY INCREASE THAT YOU'RE
- 7 AWARE OF IN YOUR WORKERS' COMP PREMIUM OR ANYTHING TO
- 8 THAT EXTENT?
- 9 A. WELL, IF I'M NOT MISTAKEN, WORKMAN'S COMP IS PAID IN
- 10 ARREARS, SO IT'S AFTER THE FACT AS OPPOSED TO BEEN
- 11 PRIOR TO.
- 12 Q. BUT YOU SAID ---
- 13 A. THAT WAS THE ANSWER TO THAT.
- 14 Q. OKAY. BUT YOU DIDN'T ---
- 15 A. 'CAUSE I ASKED HIM ABOUT THAT.
- 16 Q. SO ---
- 17 A. AND HE AND -- THEN HIS -- HIS RESPONSE TO THAT.
- 18 Q. SO YOUR TESTIMONY TODAY IS THAT YOU ASKED HIM IF
- 19 WORKERS' COMPENSATION WAS GOING TO BE INVOLVED
- 20 THROUGH ABC CARE FOR THE EMPLOYEES FOR THIS INJURY?
- 21 A. I -- WE HAD A LONG CONVERSATION ABOUT EVERYTHING THAT
- 22 I WAS GOING TO BE DOING, THAT ME, ROBERT PIERSON,
- 23 GOING DOWN, ACTING AS A FACILITIES DIRECTOR IS GOING
- 24 TO HIRE PEOPLE TO GO DO THE JOB.
- 25 Q. ALL RIGHT.



- 1 A. AND THAT'S WHAT I DID.
- 2 Q. OKAY. , DID YOU TELL HIM ROBERT PIERSON IS ROBERT
- 3 PIERSON CONSTRUCTION?
- 4 A. I -- I -- YEAH, CAUSE HE KNEW -- KNOWS ABOUT MY
- 5 CONSTRUCTION BUSINESS, AND HE ALSO KNOWS ABOUT ME
- 6 BEING AN ABC CARE EMPLOYEE. SO THE ANSWER TO THAT IS
- 7 IS I -- WE -- WE DEFINITELY TALKED ABOUT THE
- 8 DIFFERENCES BETWEEN THE TWO AND WHAT I WAS GOING TO
- 9 BE DOING IN MY ASPECT OF THE CONSTRUCTION DOWN THERE,
- 10 BECAUSE I'M -- I'M NOT -- I WASN'T A LICENSED
- 11 CONTRACTOR AT THE TIME DOING IT. THAT'S WHY WE HAVE
- 12 THE OWNER/BUILDER FOR ABC CARE IS THE OWNER/BUILDER;
- 13 THEY ARE THE CONTRACTOR.
- 14 Q. OKAY.
- 15 A. AND I TOLD HIM WE WERE GOING TO BE AN OWNER/BUILDER.
- 16 I HAD -- BECAUSE I WANTED TO BE PROTECTED SO A
- 17 SITUATION LIKE THIS DIDN'T OCCUR.
- 18 Q. I UNDERSTAND. AND I THINK THIS IS A LITTLE CLEARER.
- 19 THAN -- THAN MAYBE HAS COME ACROSS SO YOU MIGHT BE --
- 20 MUD -- THE WATER MIGHT BE A LITTLE UNNECESSARILY
- 21 MUDDIED. I SIMPLY ASKED YOU OR, YOU KNOW, ARE YOU
- 22 SAYING WHEN -- WHEN THESE DID -- THAT ON DECEMBER
- 23 23RD, THE HARTFORD -- 2013, THE HARTFORD WAS
- 24 CONTEMPLATING COVERING ABC DOING ANY CONSTRUCTION
- 25 WORK? AND YOU SAID, "NO, I AM NOT SAYING THAT AT

1 ALL." AND THEN I ASKED YOU AGAIN. DO YOU REMEMBER  
2 THAT? IT'S ON -- IT'S ON PAGE 20, YOU CAN LOOK AT A  
3 COPY OF IT. BUT IS YOUR TESTIMONY, AND I ASKED YOU -  
4 --

5 A. AS LONG AS IT'S NOT BEING TAKEN OUT OF CONTEXT, ---

6 Q. THAT IS FINE.

7 A. --- I WOULD AGREE WITH WHATEVER I SAID IS THE TRUTH.

8 Q. THAT'S FINE. THAT'S FINE.

9 A. YEAH.

10 Q. OKAY. AND EXPLAIN TO US I GUESS IN YOUR WORDS HOW  
11 YOU -- HOW YOU CAME TO OBTAINING THE SERVICES OF MR.  
12 CHAVEZ, CAN YOU JUST ---

13 A. WELL, THAT'S A GOOD ONE. BECAUSE I -- I ACTUALLY WAS  
14 AT A LANDSCAPE PLACE, AND I THINK IT WAS IN SENECA OR  
15 SOMETHING, AND THERE WAS A GUY IN THERE, AND I SAID  
16 THAT I WAS LOOKING FOR A -- SOMEONE TO FRAME A HOUSE,  
17 COULD HE GIVE ME A -- A -- A LIST OF A NAME OR NAMES  
18 FOR A NUMBER OF PEOPLE, AND HE GAVE ME I THINK TWO OR  
19 THREE, AND I CALLED THE TWO OR THREE. AND ONE OF  
20 THEM WAS THIS ABNER GENTLEMEN, THAT I DON'T KNOW  
21 ABNER'S LAST NAME, I'VE NEVER, YOU KNOW, I DON'T KNOW  
22 WHO THIS PERSON IS. HE GAVE ME MR. CHAVEZ'S NAME.  
23 SO I'VE GOT PASSED AROUND, GOT MR. CHAVEZ. I MET MR.  
24 CHAVEZ, AND HE PRESENTED HIMSELF IN A WAY THAT HE  
25 COULD DO THE JOB, AND -- AND HE DID, AND HE DID A

1 FANTASTIC JOB. I MEAN, THE -- THE WORKMANSHIP WAS  
2 EXCELLENT. HE DID THINGS ON TIME WHEN HE WAS  
3 SUPPOSED TO DO THEM.

4 Q. SO -- SO DID YOU -- AND DON'T -- AND I'M NOT TRYING  
5 TO PUT WORDS IN YOUR MOUTH, BUT DID YOU INTERVIEW HIM  
6 OR LIKE ---

7 A. SURE, ABSOLUTELY.

8 Q. I MEAN, YOU'RE OBVIOUSLY BUILDING THIS HOME, IT'S NOT  
9 JUST SOME FARMHOUSE THAT YOU'RE ---

10 A. JUST -- JUST LIKE YOU WOULD INTERVIEW SOMEBODY IF YOU  
11 WERE BUILDING A HOUSE IS WHAT I DID. YOU KNOW, IF  
12 YOU'RE GOING TO HAVE SOMEONE BUILD A HOUSE FOR YOU,  
13 YOU WOULD -- YOU WOULD, YOU KNOW, CALL THAT PERSON  
14 UP, AND YOU'D SIT DOWN AND YOU'D HAVE A CONVERSATION.  
15 I HAD THAT SAME CONVERSATION WITH THEM.

16 Q. AND IN -- AND I MAY NOT BE EXACTLY THE SAME AS YOU  
17 DO, AND I'VE NEVER BUILT ANY -- ANYTHING LIKE THAT  
18 BEFORE, SO.

19 A. OKAY. I APOLOGIZE FOR MAKING THE ASSUMPTION.

20 Q. NO, I UNDERSTAND. BUT IT MAY BE A LITTLE BIT  
21 DIFFERENT BEING THAT I'VE NEVER DONE THAT. BUT WHEN  
22 YOU SAY YOU RAN INTO THIS GUY, WELL EXPLAIN THAT TO  
23 ME JUST A LITTLE BIT. WAS IT JUST SOMEONE WORKING AT

24 ---

25 A. WELL ---

1 Q. --- THE STORE. I MEAN, HOW -- HOW DID THIS, THAT'S  
2 THE ONLY PART I'M TRYING -- HAVING A HARD TIME KIND  
3 OF CONNECTING?  
4 A. WELL, THE LONG AND SHORT IS THAT ABC CARE WAS TRYING  
5 TO SAVE AS MUCH MONEY AS POSSIBLE, AND BY DOING SO,  
6 THEY WERE ACTING AS THE CONTRACTOR, AND I WAS  
7 FACILITATING FINDING PEOPLE FOR THEM TO DO THE JOB.  
8 AND THAT'S WHAT I DID. I -- I'D WENT OUT, WE -- WE --  
9 - WE NEEDED -- WE NEEDED THE TREES TO BE CUT TO START  
10 WITH.  
11 Q. ALL RIGHT. JUST -- JUST ANSWER THE QUESTIONS ASKED,  
12 AND THAT SEEMED LIKE A GREAT STATEMENT ABOUT WHAT WAS  
13 GOING ON HERE, BUT I'M JUST ASKING YOU ABOUT WHAT  
14 HAPPENED THAT DAY.  
15 A. THAT'S WHAT I WAS TRYING TO DO.  
16 Q. AND YOU ---  
17 A. OKAY..  
18 Q. OKAY.  
19 A. I APOLOGIZE.  
20 Q. ALL RIGHT. I GET THE -- THE PRE-MADE STATEMENT AND  
21 ALL. I'M JUST ASKING ABOUT ---  
22 A. THERE'S NO ---  
23 Q. --- WHAT -- WHAT EXACTLY HAPPENED WHENEVER YOU --  
24 WHEN YOU MET -- YOU MET SOMEONE AT THE STORE? JUST  
25 WALK ME THROUGH THE PROJECT.

1 A. I DIDN'T MEET HIM AT THE STORE. I MET HIM AT -- AT  
2 THE JOB. I MET -- MET HIM FOR THE FIRST TIME AT THE  
3 JOB.

4 Q. OKAY. SO YOU -- YOU MET CHAVEZ AT THE JOB?

5 A. THE FIRST TIME.

6 Q. WHO DID YOU -- YOU -- ALL RIGHT. SO YOU DRIVE DOWN  
7 TO -- TO LAKE KEOWEE. YOU GO THE HARDWARE STORE.  
8 THAT'S THE PART I'M HAVING A HARD TIME FOLLOWING.

9 A. WELL ---

10 Q. YOU JUST -- YOU JUST WENT UP TO THE CASHIER AND SAID,  
11 "HEY, I NEED SOMEONE TO BUILD A HOUSE"?

12 A. NO, NO, NO. THE -- THERE WAS A LANDSCAPE CONTRACTOR,  
13 AND I THINK THAT MY PARENTS WANTED A TREE OR  
14 SOMETHING. SO I WAS IN THERE BUYING A TREE AND  
15 PLANTING A PINE TREE. IT WAS AN ACTUALLY A ROW OF  
16 PINE TREES. AND I -- MY PARENTS HAVE A -- HOUSE ON  
17 THE LAKE AT 506 OLD SHALLOWFORD BRIDGE ROAD, AND --  
18 AND THAT IS APPROXIMATELY TWO MILES FROM LAKEWOOD  
19 LANE RESIDENTS. MY PARENTS OWN THAT HOUSE, AND I'M  
20 PUTTING IN TREES. I'M DOWN THERE STAYING. I'M  
21 PUTTING IN TREES. AND -- AND -- AND I SAID -- AND I  
22 GO TO THE LANDSCAPE PLACE, AND I'M SAYING I'M ALSO --  
23 THIS GUY IS VERY PERSONABLE IN THERE, AND I -- AND I  
24 ASK HIM DOES HE KNOW ANY CONTRACTORS OR FRAMING  
25 CONTRACTORS OR PEOPLE THAT ONE, I NEED TREES TAKEN

1           DOWN, I NEED A FOUNDATION PUT IN, I NEED THIS, AND HE  
2           GIVE ME A LIST OF SEVERAL PEOPLE.

3       Q.   AND SO YOU USED THAT LIST AND YOU CALLED?

4       A.   CORRECT.

5       Q.   CALLED THEM?  OKAY.

6       A.   CORRECT.

7       Q.   WAS THERE ANYBODY THAT YOU TOOK OFF OF THE LIST?  I  
8           MEAN, DID YOU -- DID YOU ---

9       A.   SURE, ABSOLUTELY.  I -- I -- ABSOLUTELY, I ---

10      Q.   WHAT WERE THE REASONS?

11      A.   THEY DIDN'T SEEM QUALIFIED.  YOU KNOW, THEY -- THEY  
12           DIDN'T PRESENT THEMSELVES WELL.  THEY DIDN'T KNOW HOW  
13           -- WHEN I WAS TRYING TO FIND OUT THEIR KNOWLEDGE, YOU  
14           KNOW, OF WHAT THEY -- WHAT THEY COULD DO ---

15      Q.   YEAH.

16      A.   --- AND HOW THEY WOULD GO ABOUT DOING IT, AND THE  
17           TOOLS THAT TO MAKE SURE THAT THEY HAD THE NECESSARY  
18           TOOLS TO GO ABOUT DOING THE JOB, AND -- AND -- AND  
19           ALSO THEIR EXPERIENCE.

20      Q.   OKAY.  AND 'CAUSE CLEARLY TO YOU THIS WAS GOING TO BE  
21           A SUB -- YOU WERE GOING TO CONTRACT FOR THEM TO DO  
22           THIS?

23      A.   ONE HUNDRED PERCENT.

24      Q.   OKAY.  AND WHEN YOU MENTIONED TOOLS, WHAT, YOU  
25           OBVIOUSLY CHOSE CHAVEZ.  WHAT -- WHAT WERE SOME TOOLS

1           THAT HE SAID THAT HE HAD; WHAT WAS SOME THINGS THAT  
2           STUCK OUT THAT MADE HIM MAKE ---  
3       A.   MR. CHAVEZ.  
4       Q.   LET ME FINISH.  
5       A.   I'M SORRY.  
6       Q.   WHAT WERE SOME THINGS THAT MADE HIM CAPABLE OF BEING  
7           THE CONTRACTOR, SUBCONTRACTOR THAT YOU WANTED TO USE?  
8       A.   MR. CHAVEZ HAS EVERY -- EVERY TOOL NEEDED TO  
9           CONSTRUCT A HOUSE. HE HAS SAWS, LEVELS, SQUARES. HE  
10          HAS AN AIR COMPRESSOR. HE HAS NAIL GUNS. HE HAS  
11          WALK BOARDS. HE HAS TOOLS TO CONSTRUCT THE PROJECT  
12          ONE HUNDRED PERCENT. AND THE THINGS THAT HE DIDN'T  
13          HAVE, HE GOT MR. RODRIGUEZ, WHO ALSO HAD TOOLS,  
14          CEMENT MIXERS, NAIL GUNS. NOW, THE THINGS THAT THEY  
15          DIDN'T HAVE -- THE THINGS THAT THEY DIDN'T HAVE, THEN  
16          I PROVIDED THROUGH RENTAL AND THROUGH THEM SAYING  
17          BASICALLY THAT THEY DIDN'T HAVE IT. SO I WOULD MAKE  
18          SURE THAT THEY HAD THE TOOL THAT THEY NEEDED TO DO  
19          THE JOB IF THEY DIDN'T HAVE THAT TOOL.  
20       Q.   OKAY.  
21       A.   AND THAT, I COULD TELL YOU THAT THAT WAS NEXT TO -- I  
22          WAS SAY LESS THAN TEN PERCENT.  
23       Q.   OKAY.  
24       A.   I'LL BE -- I'LL BE, YOU KNOW ---  
25       Q.   SO -- SO IT WAS, YOU KIND OF FILLED IN WHERE THINGS

1 WHERE THEY NEEDED -- IF THEY NEEDED OTHER STUFF TO  
2 COMPLETE IT, THEN YOU WOULD HELP THEM GET THOSE  
3 THINGS?  
4 A. I -- I THINK I CLEARLY SPOKE ABOUT EVERY TOOL AND  
5 WHAT WAS NEEDED, YES ---  
6 Q. OKAY.  
7 A. --- FOR WHAT THEY HAD.  
8 Q. I -- I'M NOT ASKING IF YOU CLEARLY SPOKE ABOUT THOSE.  
9 A. ALL RIGHT.  
10 Q. I'M JUST REALLY ASKING TO MAKE SURE I UNDERSTAND WHAT  
11 YOU'RE SAYING.  
12 A. ALL RIGHT. I'LL GO DOWN TOOL BY TOOL IF YOU WANT ME  
13 TO.  
14 Q. I'M NOT ASKING YOU TO GO DOWN TOOL BY TOOL. I'M  
15 SAYING -- I MEAN, I WANT TO MAKE SURE THAT I  
16 UNDERSTAND WHAT YOU'RE SAYING. SO IF THEY DIDN'T  
17 HAVE SOMETHING, YOU DIDN'T TELL THEM -- IN OTHER  
18 WORDS, YOU DIDN'T TELL THEM, "HEY, I HAVE THESE  
19 THINGS READY TO USE"?  
20 A. NO.  
21 Q. OKAY. THAT'S ALL I'M ASKING YOU.  
22 A. NO, SIR.  
23 Q. OKAY. AND HOW MANY PEOPLE -- ALL RIGHT, SO FROM  
24 THERE, HOW -- HOW DID IT GO FROM CHAVEZ TO HAVING TWO  
25 OTHER PEOPLE WORKING AT THE HOUSE?



1           A.   WELL, MR. CHAVEZ, I -- I DON'T KNOW IF IT WAS IN  
2           OTHER TESTIMONY, BUT MR. CHAVEZ'S EXPERIENCE IN  
3           MEXICO IS HE WAS A LOG -- DID LOGGING, AND HIS FATHER  
4           WAS IN THE LOGGING BUSINESS, AND HE DROVE THOSE  
5           MASSIVE TRUCKS FOR LOGGING TRUCKS. SO THAT WAS  
6           ANOTHER REASON WHY I HIRED MR. CHAVEZ, BECAUSE THAT  
7           WAS THE FIRST ASPECT OF CONSTRUCTION, AND I THOUGHT  
8           THAT -- BUT THEY -- LET'S SEE WHAT HE CAN DO. SO HE  
9           CAME OUT TO THE JOB. WE -- WE THEN MARKED A PLOT OF  
10          TREES WHERE THE HOUSE WOULD SIT ---

11         Q.   ALL RIGHT.

12         A.   --- WITH HIM. WE FLAGGED THE TREES JUST LIKE ANYONE  
13         ELSE WOULD DO WHEN BUILDING A HOUSE. IF -- IF MR.  
14         HILLER OR -- OR ANYBODY ELSE HERE WAS TO BUILD A  
15         HOUSE, THEY WOULD WANT TO HAVE AN INPUT OF WHERE THAT  
16         HOUSE WOULD SIT. WE THEN LOCATED THE HOUSE. WE THEN  
17         LOCATED WITH -- WITH PINK RIBBON OR SPRAY PAINT, I  
18         THINK IT WAS ORANGE SPRAY PAIN ACTUALLY, THE TREES.  
19         AND THEN -- AND THEN I LEFT. I HAD WENT OUT OF TOWN.  
20         MR. CHAVEZ THEN TOOK DOWN THE TREES. AND I WOULD --  
21         WOULD GET A PHOTO ON A TEXT PICTURE PROBABLY ONCE  
22         EVERY THREE OR FOUR DAYS SAYING "THIS IS THE PLOT OF  
23         TREES THAT WE TOOK DOWN," OR "THIS IS WHAT WE TOOK  
24         DOWN."

25         Q.   OKAY. HOW DID HE GO FROM -- FROM -- HOW DID THE

1                   PROCESS HAPPEN OR OCCUR WHEN HE WENT FROM ONE  
2                   EMPLOYEE OR ONE -- THE CONTRACTOR GOING FROM ONE TO  
3                   TWO OTHER PEOPLE?  
4           A.    I APOLOGIZE.   I APOLOGIZE.  
5           Q.    THAT'S WHAT I STILL DON'T UNDERSTAND.  
6           A.    OKAY.   SO HE WENT FROM THE TREES, WHICH HE DIDN'T  
7                   NEED ANYONE TO HELP HIM.  
8           Q.    YEAH.  
9           A.    AND THEN HE WENT FROM GETTING THE TREES ON THE  
10                  GROUND, AND THEN GET THEM OUT OF THERE, CUT THEM UP  
11                  OR WHAT HAVE YOU.   THEN HE WENT TO THE -- THE FOOTER  
12                  AND FOUNDATION STAGE OF -- OF THE HOUSE AND DIGGING  
13                  THE EXCAVATION OF IT.   THERE WAS A RENTAL PIECE OF  
14                  EQUIPMENT THAT HE DID NOT HAVE, WHICH I -- THAT WAS  
15                  ONE OF THE TEN PERCENT OF THE TOOLS, WHICH WAS A  
16                  BACKHOE AND A SKID LOADER TO BE ABLE TO DIG OUT THE  
17                  FOUNDATION.   I ACTUALLY SHOWED HIM BEFOREHAND WHERE,  
18                  YOU KNOW, THE TREES WERE GOING TO BE TAKEN OUT, AND  
19                  WHERE THE HOUSE WAS GOING TO BE.   SO HE DROVE STAKES  
20                  IN THE GROUND ON THE FOUR CORNERS.   IT'S A SQUARE  
21                  BOX, THIS HOUSE IS NOT COMPLICATED.   YOU SAW THE  
22                  PIECE OF PAPER.   IT'S A SQUARE BOX.   WE -- WE MARKED  
23                  OUT EACH ONE OF THESE FOUR CORNERS, AND WE CROSS  
24                  CORNERED IT.   THAT WAS MY ASPECT OF THAT STAGE.   THEN  
25                  HE THEN DID THE FOUNDATION AND FOOTER OR FOOTER WORK.

1 Q. OKAY. AND THEN HE ---  
2 A. OKAY. I DIDN'T -- STILL, I HAVEN'T ANSWERED YOUR  
3 QUESTION ---  
4 Q. OKAY. THAT'S FINE.  
5 A. --- I'M -- I'M GETTING TO IT.  
6 Q. OKAY. GO AHEAD?  
7 A. THEN AFTER -- AFTER THE -- THE -- THE BLOCK WAS  
8 GETTING READY TO START, SEE HE WAS ABLE TO DIG IT BY  
9 HIMSELF.  
10 Q. RIGHT.  
11 A. HE WAS ABLE TO -- I -- I HELPED HIM PUT THESE FOUR  
12 STAKES IN TO LOCATE WHERE THE HOUSE WOULD BE, 'CAUSE  
13 I WANTED IT FACING A CERTAIN DIRECTION, AND HE DUG  
14 OUT THE FOUNDATION AND THEN I WASN'T EVEN IN TOWN  
15 WHEN HE DID IT, COME BACK AND THE FOOTERS WERE --  
16 WERE INSTALLED. HE INSTALLED HIS OWN BATTER BOARDS.  
17 HE -- AND DID -- DID THAT WORK, WHICH HE TESTIFIED  
18 TO. AND I CAME BACK WHEN HE NEEDED THE -- THE -- THE  
19 BLOCK WORK WAS GETTING READY TO START OR IN THE  
20 PROCESS OF STARTING AND DELIVERY AND SO FORTH. THEN  
21 IN ORDER TO LAY THE BLOCK, IT'S A -- IT'S QUITE A FEW  
22 BLOCKS FOR ONE PERSON TO LAY. SO HE HAD CALLED ME  
23 AND ASKED ME THAT -- THAT HE NEEDED TO HIRE MORE  
24 PEOPLE TO COME ON TO WORK ON THE PROJECT.  
25 Q. OKAY. AND WHAT DID HE -- DID HE SAY HOW MANY PEOPLE

1 HE NEEDED?

2 A. HE HAD TOLD ME THAT HE JUST NEEDED ONE OR TWO  
3 PERSONS. I SAID, "THAT'S FINE." WHATEVER, YOU KNOW,  
4 IF HE NEEDED THE HELP, HE NEEDED THE HELP.

5 Q. AND IF HE HAD SAID HE NEEDED FOUR OR FIVE PEOPLE,  
6 WOULD THAT HAVE BEEN FINE?

7 A. NO. THAT WOULDN'T HAVE BEEN FINE, BECAUSE THAT  
8 WASN'T THE ASPECT OF WHAT NEEDED TO BE DONE. I KNOW  
9 WHAT THE ASPECT THAT NEEDS TO BE DONE BECAUSE OF MY  
10 BACKGROUND AND KNOWLEDGE.

11 Q. AND YOU PAID -- YOU PAID HIM AND HIS EMPLOYEES WITH  
12 ROBERT PIERSON CHECKS, CORRECT?

13 A. YES.

14 Q. WHY DIDN'T YOU PAY THEM WITH ABC CHECKS?

15 A. WELL, THAT'S ACTUALLY PART -- GOT A THREE FOLD TO IT.  
16 THE FIRST -- THE FIRST ONE IS IS THAT I'M NOT A  
17 SIGNER ON THE ABC CARE CHECKING ACCOUNT. SO ABC CARE  
18 HAS A BOOKKEEPER, AND THEN THEY HAVE ASSISTANT  
19 BOOKKEEPERS TO THE BOOKKEEPER. THEY'RE THEN THAT --  
20 INVOICES ARE THEN SUBMITTED TO THAT BOOKKEEPER AND  
21 THEN THE REIMBURSEMENT FOR THAT -- THAT PORTION OF  
22 THE WORK. I'M NOT, YOU KNOW, A SIGNER ON THE  
23 CHECKBOOK, SO I DIDN'T HAVE THE ABC CARE CHECKBOOK  
24 WITH ME. THAT'S -- THAT'S THE FIRST ASPECT OF WHY  
25 THEY WERE WRITTEN OUT OF ROBERT PIERSON CONSTRUCTION.

1 NOW, THE SECOND WAS WE DIDN'T HAVE A CHECKING ACCOUNT  
2 IN THE STATE OF SOUTH CAROLINA. WE ONLY HAD A  
3 CHECKING ACCOUNT IN THE STATE OF MARYLAND, AND IT WAS  
4 A PEOPLE'S BANK, WHICH ISN'T A LOCAL BRANCH DOWN  
5 HERE. SO I HAVE -- SO -- SO THAT WAS THE SECOND  
6 PART, WHEN SOMEBODY'S TRYING TO I GUESS CASH A CHECK,  
7 THEY CAN'T DO IT IF IT'S AN OUT-OF-STATE CHECK OR AN  
8 OUT-OF-STATE BANK, I DON'T KNOW, BECAUSE I DON'T TRY  
9 TO DO THAT PROCESS, I ALWAYS JUST DEPOSIT MY CHECKS.  
10 SO THEN -- THEN THE -- THE -- THE LAST ASPECT IS THAT  
11 THE ROBERT PIERSON CONSTRUCTION CHECKS WERE THE ONLY  
12 CHECKING ACCOUNT THAT I COULD SIGN ON. I'M IN THE  
13 STATE, ON THE GROUND, LOOKING AT WHAT NEEDS TO DONE,  
14 MAKING SURE THAT THESE GUYS DID WHAT THEY WERE  
15 SUPPOSED TO DO ON THE -- ON THE OUTSKIRTS, YOU KNOW  
16 WHAT I MEAN? THE -- THE -- THE ONCE EVERY TWO TO  
17 THREE WEEK CHECK UP AND MAKE SURE IT'S GOOD, NOT THE  
18 DAY-TO-DAY ACTIVITY OF YOU GOT TO DO THIS OR YOU GOT  
19 TO DO THAT.

20 Q. YEAH.

21 A. SO I DON'T -- I DON'T KNOW IF I'VE QUITE GOTTEN TO  
22 YOUR ANSWER YET. IS THAT THE CHECKS THAT ARE WRITTEN  
23 OUT OF THE ROBERT PIERSON CONSTRUCTION ACCOUNT WAS  
24 BECAUSE THEY WANTED TO BE ABLE TO CASH A CHECK. AND  
25 I TRY TO -- TRY TO WRITE CHAVEZ A CHECK FOR THE WHOLE

1 ENTIRE THING, AND -- AND THEY -- HE TRIED TO TAKE IT  
2 TO THE -- THE BANK OR WHAT HAVE YOU, HE WOULDN'T BE  
3 ABLE TO CASH IT SO BECAUSE OF THE SIZE OF THE CHECK.  
4 SO THEN HE ASKED TO GET THE CHECKS WRITTEN AS TO THE  
5 PEOPLE THAT WERE DOING THE WORK, AND I DID SO.

6 Q. SO WHEN YOU SAY THAT YOU TRIED TO GIVE HIM A CHECK  
7 FOR THE ENTIRE THING, IS THE ENTIRE THING -- ENTIRE --  
8 --

9 A. THE -- THE DRAW -- THE DRAW -- THE DRAW FOR WHAT  
10 NEEDED TO BE DONE.

11 Q. DID YOU HIRE HIM IF ---

12 A. HE WOULD GIVE TO THE ---

13 Q. LET ME FINISH THE QUESTION. SO THAT THE ENTIRE,  
14 THAT'S THE ENTIRE JOB? SO YOU WERE GOING TO PAY HIM  
15 FOR THE WHOLE JOB WHEN YOU SAY "THING"?

16 A. NO. I WAS ON THE PROCESS OF EXPLAINING. SO WE -- WE  
17 HAD AN AGREEMENT. MR. CHAVEZ AND MY AGREEMENT WAS  
18 THAT \$15 AN HOUR FOR HIS SERVICES. AND THAT TWO  
19 MONTHS LATER OR ONE MONTH LATER OR A MONTH-AND-A-  
20 HALF, I DON'T KNOW THE EXACT DAYS, HE SAID THAT HE  
21 NEEDED TO BRING ON HELPERS. I ASKED HIM AT WHAT RATE  
22 WOULD HE BE BRINGING ON HELPERS AND WOULD EXPECT  
23 REIMBURSEMENT FOR. HE HAD SAID \$12 AN HOUR.

24 Q. OKAY.

25 A. SO HE THEN WOULD THEN TELL ME, YOU KNOW, WHAT HOURS

1 OR ASPECT OF A -- OF A FRAME OF A PROJECT. SO IN  
2 OTHER WORDS, HE'S GOING TO TAKE DOWN THE TREES AND  
3 THAT ASPECT IS A WEEK-AND-A-HALF, TWO WEEKS. SO IF  
4 I'M NOT IN TOWN, I WAS WRITING HIM A CHECK FOR THE  
5 DRAW FOR THAT TIME PERIOD OF -- OF THAT ASPECT OF  
6 WORK. IT WAS A DRAW.

7 Q. OKAY.

8 A. IT VARIED FROM -- FROM WEEK TO WEEK. IT WASN'T LIKE  
9 A -- A SET DOLLAR AMOUNT EACH WEEK. IT WASN'T  
10 ANYTHING LIKE THAT.

11 Q. DO YOU KNOW IF Y'ALL ULTIMATELY OBTAINED WORKERS'  
12 COMP INSURANCE COVERAGE IN SOUTH CAROLINA FOR THE  
13 PEOPLE COMING DOWN IN THE SUMMERS THAT -- THAT  
14 HAPPENED ABOUT SIX OR SEVEN MONTHS AFTER THIS INJURY?

15 A. TO MY UNDERSTANDING, YES, THEY WERE COVERED.

16 Q. DID YOU ULTIMATELY OBTAIN WORKERS' COMP, AND THIS IS  
17 WHAT I'M TALKING ABOUT, FOR THOSE PEOPLE COMING DOWN?

18 A. OKAY. WELL, THE WORKERS ARE COMING FROM MARYLAND.  
19 THEY -- THEY LIVE IN MARYLAND. THEY WORK FOR US  
20 DURING ALL THE REST OF THE YEAR FOR, YOU KNOW, 360  
21 DAYS A YEAR OR WHATEVER IT IS. THEY'RE UP THERE AND  
22 THEN THEY -- THERE'S TWO PEOPLE CAME DOWN. ACTUALLY,  
23 THERE WAS ONLY ONE PERSON THE FIRST WEEK AND THEN TWO  
24 THE SECOND AND TWO -- AND THEN TWO THE THIRD CAME  
25 DOWN FROM THE STATE OF MARYLAND. AND WE WERE TOLD

1            THAT THE WORKMAN'S COMP COVERAGE WOULD COVER THOSE  
2            PEOPLE.

3            Q.    AND THAT'S WHAT I WAS TALKING ABOUT. SO YOU ENDED UP  
4            GETTING COVERAGE FOR THEM IN SOUTH -- BEING IN SOUTH  
5            CAROLINA; IS THAT CORRECT?

6            A.    WE WERE TOLD THAT THAT WE ---

7            Q.    ALL RIGHT.

8            A.    --- THEY WERE COVERED.

9            Q.    THAT'S WHAT I'M TALKING ABOUT.

10          A.    JUST LIKE WE WERE TOLD THAT WE WERE COVERED FOR WHAT  
11          WE WERE DOING IN OUR ASPECT OF BUILDING THIS HOUSE.

12          Q.    THAT BRINGS ME TO THE NEXT -- NEXT QUESTIONS THAT I  
13          HAVE. I WANT TO TALK A LITTLE BIT ABOUT THIS -- THIS  
14          DECISION TO COME DOWN AND BUILD THIS HOUSE AND TO  
15          HAVE THIS SUMMER DAYCARE. CAN YOU TALK TO ME A  
16          LITTLE BIT ABOUT WHAT -- WHAT WAS THE INITIAL IDEA.  
17          I MEAN, WHAT -- WHAT INITIALLY GOT YOU THINKING ABOUT  
18          DOING THIS SUMMER PROGRAM, AND WHY FROM MARYLAND ALL  
19          THE WAY DOWN TO LAKE KEOWEE DID Y'ALL DECIDE TO HAVE  
20          THESE WORKERS COME DOWN AND DO THIS AND DO SOMETHING  
21          THAT WAS GOING TO -- YOU WERE GOING TO CLAIM WAS  
22          GOING TO BE SOMEWHAT RELATED TO ABC DAYCARE?

23          A.    WELL, FIRST OF ALL, I BOUGHT MY FIRST LOT DOWN HERE  
24          IN 2004 FOR MY WIFE AND I TO BUILD OUR FOREVER HOME,  
25          AND PART OF THE ABC CARE WAS TO BROADEN IT, NOT JUST



1 FOR THE STATE OF MARYLAND BUT FOR THE WHOLE ENTIRE  
2 EAST COAST QUITE FRANKLY. AND WE HAD FRANCHISED ABC  
3 CARE WITH ALWAYS BELIEVE IN CHILDREN, L.L.C. IT  
4 DOESN'T HAVE ANY FRANCHISES. IT DOESN'T, YOU KNOW,  
5 ISN'T OPERATING ANY. BUT THE WHOLE IDEA WAS TO  
6 EXPAND THE REGION AND AREA OF -- OF -- OF CHILDCARE.  
7 MY -- MY PARENTS, I THINK I'VE ALREADY SAID THIS, BUT  
8 THEY HAVE A HOUSE THERE. WE CAN STAY IN THEIR HOUSE  
9 WHEN WE COME DOWN AND VISIT AND SO FORTH, AND WE WANT  
10 TO -- AND WE WANTED TO BUILD SOMETHING DOWN HERE SO  
11 THAT WAY WE COULD EXPAND THE REGION INTO SOUTH  
12 CAROLINA THROUGH OUR SUMMER CAMPS, BECAUSE THERE --  
13 THERE ISN'T ANY. THERE'S A VERY -- THERE'S A HUGE  
14 NEED FOR CHILDCARE IN THE STATE OF SOUTH CAROLINA,  
15 ESPECIALLY OUT -- OUT TOWARDS THE SENECA, SOUTH  
16 CAROLINA AREA. THERE ISN'T ANY PROVIDERS THERE. SO  
17 THE -- THE -- THE MARKET IS WIDE OPEN. AND THE --  
18 THERE'S A I THINK ONE -- ONE OTHER PROVIDER AND IT'S  
19 THE "Y," THAT PROVIDES AT SOME SCHOOLS AND CERTAIN  
20 AREAS AND DISTRICTS. AND THE -- THERE WASN'T ANYBODY  
21 PERFORMING CAMPS ON THE LAKE, AND IT WAS A -- AN  
22 ABSOLUTE HOME RUN TO GET OUR FOOT IN THE DOOR BEFORE  
23 ALL THE OTHER CAMPS WOKE UP AND SAW THE TREMENDOUS  
24 BEAUTY OF THE AREA AND -- AND TO DO IT. SO -- SO --  
25 SO THAT'S THE -- THAT'S THE MIND SET. SO WHAT'S THE

1 FIRST STEP? THE FIRST STEP IS TO GET A BASE, SO  
2 THAT'S WHERE WE'RE GOING TO CONSTRUCT THIS HOUSE.  
3 NOW, -- MORE -- MORE BACKGROUND. MY -- MY DAUGHTER  
4 IS A CLEMSON GRADUATE, AND SHE -- SHE HAS A BUSINESS  
5 BACKGROUND, AND THERE WAS ONE DAY HER MOTHER'S DREAM  
6 IS TO -- OR WHATEVER THE, YOU KNOW, PROPER WORD IS TO  
7 -- TO HAND DOWN THE -- THE BUSINESS TO HER DAUGHTER.  
8 AND MY DAUGHTER LIVES IN PIEDMONT. SHE GRADUATED  
9 FROM CLEMSON. NOW, SHE'S ACTUALLY GOING TO THEIR  
10 GRADUATE PROGRAM. AND NOT TO GET OFF BASE, BUT YOU  
11 ASKED ME THE -- THE WHOLE IDEA BEHIND THIS. AND THE  
12 WHOLE IDEA BEHIND IT IS TO CREATE MORE ABC CARES.  
13 THERE'S -- THERE'S 12 LOCATIONS, SEVEN SUMMER CAMPS  
14 IN THE STATE OF MARYLAND, AND WE WANTED TO GROW THAT  
15 OUTSIDE THE STATE.

16 Q. SO LET ME MAKE SURE I UNDERSTAND YOU. SO -- SO YOU  
17 DECIDED THE BEST WAY TO GROW THIS TEN YEARS AGO WAS  
18 TO BUILD A -- A RESIDENTIAL HOME ON LAKEFRONT KEOWEE  
19 THAT THREE PEOPLE WERE GOING TO SPEND A TOTAL OF TEN  
20 DAYS ---

21 A. NO. BUT NO..

22 Q. --- WHERE -- WHERE THEY -- WHERE THEY WOULD MEET KIDS  
23 AT A COUNTY PARK?

24 A. THEY DID ---

25 Q. DID THEY EVER MEET THEM ANYWHERE OR DO ANYTHING WITH.

1 KIDS WHEN THEY CAME DOWN?

2 A. ALL RIGHT.

3 Q. I'M -- I'M JUST SAYING IS THAT ---

4 A. THAT SOUNDED PRETTY SARCASTIC. BUT, OKAY. THE ---

5 THE -- THE -- THE CAMPS WERE CONDUCTED AT -- AT TWO -

6 - TWO COUNTY PARKS, SOUTH COVE AND HIGH FALLS COUNTY

7 PARK. NOW, WE HAD TO HAVE EMPLOYEES TO BE ABLE TO --

8 WE HAD TO HAVE EMPLOYEES TO BE ABLE TO TAKE CARE OF

9 THOSE CHILDREN. AND THOSE -- THOSE EMPLOYEES ARE

10 STAYING AT THAT HOUSE TO BE ABLE TO TAKE CARE OF

11 THOSE CHILDREN. THE FIRST -- THE FIRST SUMMER, THREE

12 WEEKS. NEXT SUMMER, FOUR WEEKS. THE FOLLOWING

13 SUMMER, EIGHT WEEKS. THEN THE NEXT SUMMER, THE

14 ENTIRE YEAR. THE NEXT -- YOU KNOW WHAT I MEAN? GROW

15 AND THEN A SECOND, A THIRD LOCATION, A FOURTH

16 LOCATION. A BUSINESS STARTS WITH ONE AND THEN GROWS.

17 Q. OKAY. AND SO YOU HAD ONE PERSON THE FIRST WEEK, AND

18 THAT PERSON, EXPLAIN TO US WHAT THEY DID. THEY WENT

19 TO THE PARK?

20 A. SURE. THEY HAD A -- A VAN, ABC CARE VAN THAT THEY

21 DROVE TO -- TO THE COUNTY PARK, AND THEY TOOK CARE OF

22 THE CHILDREN AT THE COUNTY PARK. PARENTS DROPPED OFF

23 THE KIDS THERE. THE PARENTS PICKED UP THE KIDS

24 THERE. SO THE -- THE -- ALL THE -- THE -- THE STUFF

25 THAT YOU NEED FOR CHILDCARE, MEANING BALLS AND TUBES

- 1           AND NOODLES AND -- AND SNACK AND ALL THOSE TYPES OF  
2           THINGS THAT YOU WOULD NEED ARE BEING KEPT AT THE --  
3           AT THE HOUSE.
- 4       Q.    AND SO OUT OF EVERYWHERE FROM MARYLAND DOWN TO LAKE  
5           KEOWEE, Y'ALL -- TO CLEMSON, LAKE KEOWEE AREA, Y'ALL  
6           CHOSE THAT BECAUSE YOU HAD YOUR DAUGHTER THERE AND  
7           YOUR PARENTS HAD A PLACE THERE AS WELL?
- 8       A.    UH-HUH.
- 9       Q.    OKAY.  AND IS THAT WHERE Y'ALL ULTIMATELY PLAN TO  
10          RETIRE?
- 11      A.    A -- A -- WELL, ABSOLUTELY.  I MEAN, WE -- WE --  
12          WE'VE GOTTEN RESIDENCY DOWN -- DOWN HERE.  YES.  
13          THAT'S A YES.  WE -- WE PLAN TO GROW THE BUSINESS  
14          HERE.  THAT'S OUR WHOLE OBJECTIVE.
- 15      Q.    AND IN GROWING THE BUSINESS, DID Y'ALL MAKE A  
16          BUSINESS DECISION THAT IT MADE MORE SENSE TO BUILD A  
17          HOUSE ON THE LAKEFRONT THAN TO RENT A HOUSE FOR A  
18          WEEK OR TWO SINCE AS YOU SAID YOU WERE GOING TO START  
19          TO GRADUALLY BUILD THINGS UP?
- 20      A.    ABSOLUTELY.  IT'S AN ASSET.  I MEAN, IF I CAN BUILD  
21          SOMETHING FOR ABC CARE, ABC CARE CAN BUILD SOMETHING  
22          THEMSELVES.  MEANING THEY CAN GO OUT AND HIRE THE  
23          APPROPRIATE PEOPLE TO BUILD IT.  THEY'RE GOING TO BE  
24          ABLE TO RIGHT THERE PROBABLY SAVE 20 PERCENT OFF THE  
25          TOP THAN -- THAN IF -- IF THEY DECIDED TO CHANGE

1           THEIR MIND, THEN THE SEVEN MEMBER BOARD AND THEN MY  
2           WIFE OR WHOEVER WOULD MAKE THE DECISION TO SELL IT.  
3           THEN THEY WOULD HAVE AN ASSET. SO THERE WAS NO -- OR  
4           NEVER ANY KIND OF -- THAT'S THE FINANCIAL ASPECT  
5           BEHIND IT.

6           Q.   AND YOU'RE SAYING YOUR EXPERIENCE AND YOUR EXPERTISE  
7           FROM ROBERT PIERSON CONSTRUCTION GIVES YOU THAT  
8           ADVANTAGE; IS THAT WHAT -- IS THAT WHAT YOU'RE  
9           ALLUDING TO?

10          A.   MY -- MY -- MY LIFETIME EXPERIENCE IN CONSTRUCTION  
11          ALLUDES ME TO SAY THAT I CAN, YES. THAT'S WHY I'M A  
12          GOOD FACILITIES MANAGER FOR -- FOR ABC CARE.

13          Q.   AND YOU WOULD AGREE THAT NO -- NONE OF THE EMPLOYEES  
14          OF ABC ARE IN THE TRADE, COURSE, OR BUSINESS OF  
15          CONSTRUCTING, ACTUALLY CONSTRUCTING HOMES; IS THAT  
16          CORRECT?

17          A.   OTHER THAN MYSELF, NO.

18          Q.   AND IT'S YOUR TESTIMONY THAT YOU AREN'T -- THAT YOU  
19          WERE CONTRACTING WITH SOMEONE TO BUILD THIS HOME,  
20          CORRECT?

21          A.   I WAS USING A SUBCONTRACTOR. YES, SIR.

22          Q.   OKAY.

23          A.   AND ALL OF THOSE PEOPLE WERE GIVEN 1099s FOR THEIR  
24          WORK.

25          Q.   HAVE YOU BUILT ANY RESIDENTIAL FACILITIES IN MARYLAND

1 FOR ANY WORKERS TO STAY AT ANYWHERE, LIKE IF THEY  
2 NEEDED A PLACE TO STAY OR ANY -- HAVE THERE BEEN ANY  
3 OTHER RESIDENTIAL PROJECTS FOR ABC, OR IS THIS THE  
4 FIRST ONE?

5 A. ABC CARE ALSO HAD ANOTHER HOUSE. WE'RE GOING BACK  
6 ABOUT 12 YEARS OR MORE, ON -- IN DEEP CREEK LAKE,  
7 ANOTHER LAKE IN THE STATE OF MARYLAND. IT WASN'T --  
8 BUT WASN'T CONSTRUCTED BY ABC CARE. IT WAS A  
9 PURCHASE OF A -- OF A HOUSE.

10 Q. AND WHAT WAS IT USED FOR?

11 A. THE SAME THING. THE -- THE IDEA WAS A HOUSE, YOU  
12 KNOW -- AND ALSO IT'S AN INCENTIVE FOR EMPLOYEES. I  
13 MEAN, WHO WOULDN'T WANT TO COME DOWN AND THEN -- AND  
14 ENJOY THEMSELVES ON THE -- WHILE THEY WORKED.

15 Q. AND OUT OF -- HOW MANY PEOPLE DID YOU SAY WORKED FOR  
16 ABCs, DID YOU SAY 60, 70?

17 A. IT -- IT VARIES DEPENDING ON THE TIME OF YEAR AND IT,  
18 YOU KNOW, SUMMERTIME VERSUS SCHOOL YEAR. AND -- AND  
19 IT COULD START, IT'D BE AS LITTLE AS 50 SOMETIMES,  
20 AND AS MANY AS 70.

21 Q. OKAY. AND HOW WERE THESE TWO OR THREE PEOPLE THAT  
22 CAME OUT OF THE, YOU KNOW, I THOUGHT YOU SAID 60, 70,  
23 80 PEOPLE THAT WORKED THERE, HOW WERE THEY CHOSEN?

24 A. WELL, GOOD QUESTION. THEY -- THEY HAD RAN OTHER  
25 CAMPS FOR US UP AT -- UP IN MARYLAND. AND -- AND

1       THEY HAD THE ABILITY TO, -- YOU KNOW, THEY HAD THE  
2       RIGHT QUALIFICATIONS IN ORDER TO -- TO BE A -- A  
3       SUMMER CAMP DIRECTOR FOR SAY YOU NEED TO HAVE 70  
4       HOURS OF -- OF COURSE SELECTION, YOU NEED TO HAVE THE  
5       PROPER CREDENTIAL, AND YOU HAVE TO HAVE YOUR  
6       FINGERPRINTING. YOU HAVE TO HAVE YOUR BACKGROUND  
7       CHECKS, CRIMINAL CHECK. I MEAN, IT'S VERY VERY  
8       STRICT IN THE STATE OF MARYLAND. ALL THE BACKGROUND  
9       INFORMATION THAT NEED -- THAT'S GO INTO IT. IT  
10      USUALLY TAKES ALMOST A MONTH TO BE ABLE TO HIRE  
11      SOMEBODY IN THE CHILDCARE PROFESSION. THEY HAD ALL  
12      THOSE CREDENTIALS. THEY WERE HIRED. THEY -- THEY --  
13      THEY ALREADY WORKED FOR US, SO WE KNEW THAT THEY WERE  
14      -- THAT'S WHY WE BROUGHT PEOPLE FROM MARYLAND. IT'S  
15      THAT PROCESS, THE TRAINING, I MEAN, WE -- WE TRAIN,  
16      THEY HAVE CONTINUING ED. HOURS. I CAN GO ON AND ON  
17      AND ON AND ON.

18      Q.    THAT'S OKAY.

19      A.    YEAH.

20      Q.    AND -- AND WHEN THE -- WHEN THE -- WE'LL SAY THE ONE  
21      PERSON THAT CAME DOWN FIRST ---

22      A.    YEAH.

23      Q.    --- WHENEVER THEY WERE THERE, WHAT EXACTLY, THEY WENT  
24      TO THE PARK AND MET AND FOR HOW MANY HOURS OR DAYS  
25      OUT OF THE WEEK DID THEY GO THERE? HOW -- HOW

1 EXTENSIVE WAS THE -- WAS THE PROGRAM IS WHAT I'M  
2 TRYING TO UNDERSTAND?

3 A. WELL, I -- I -- I HAVE TO SAY THAT I ENJOYED MY TIME.  
4 I -- I -- I RELIEVED THE PERSON, AND MY WIFE RELIEVED  
5 THE PERSON, SO THE -- YOU KNOW, MY -- MY -- MY WIFE  
6 KIND OF JUST WATCHED, YOU KNOW, WHAT WAS GOING ON AND  
7 LEFT. AND A -- AND SHE, YOU KNOW, KIND OF JUST --  
8 JUST THE WAY SHE DOES FOR HER OTHER ACTIVITIES THAT  
9 SHE DOES FOR ABC CARE, SHE OVERSEES THE, YOU KNOW,  
10 DIRECT.

11 Q. DO YOU KNOW ABOUT HOW MANY HOURS THE PERSON WORKED  
12 THAT WEEK?

13 A. YEAH, I DO. LET'S SEE. THEY WOULD GET THERE AT 7:30  
14 AT THE STATE PARK, AND -- AND THEN I THINK THAT THE  
15 PARK HOURS OPENED AT 8:00, AND THEY WOULD LEAVE AT  
16 LUNCHTIME, AND THAT'S WHEN I WOULD COME IN. AND I  
17 ALSO HAVE ALL THE -- THE BACKGROUND, C.P.R. CERTIFIED  
18 AND ALL THE CREDENTIALING FINGERPRINTING AS WELL UP -  
19 - UP IN THE STATE OF MARYLAND, SO I'M ALSO QUALIFIED.

20 Q. THAT'S REALLY GOOD.

21 A. YEAH.

22 Q. THAT'S GOOD.

23 A. AND -- AND I WOULD RELIEVE HER, AND THEN SHE WOULD  
24 COME BACK AT ABOUT THREE OR FOUR O'CLOCK, AND THEN  
25 FINISH OUT THE DAY, AND I THINK THE PARENTS PICKED UP



1 AT 6:00. SO I WAS THERE FOR LIKE A THREE HOUR BLOCK  
2 OF TIME.

3 Q. OKAY.

4 A. AND THEN I KIND OF RELIEVED THAT PERSON.

5 Q. AND HOW DID -- HOW DID THE KIDS, HOW DID THEY COME IN  
6 CONTACT -- OR HOW DID THEY GET IN CONNECTION WITH  
7 Y'ALL, WITH ABC?

8 A. WELL, WE DID A LOT OF ADVERTISING. WE -- WE, LAKE  
9 LIVING MAGAZINE, BILLBOARDS, MAILERS. WE GOT  
10 INVOLVED IN THE P.T.A.s. WE CONTACTED THE SCHOOL  
11 BOARDS. WE HAD ALL THE LOCAL COUNTY SCHOOL BOARDS.  
12 WE HAD ALL, YOU KNOW, WE SENT OUT TO THE P.T.A.s.  
13 ALL KINDS OF ADVERTISEMENT AND SOLICITING AND BEATING  
14 THE BUSH. WE ACTUALLY EVEN WENT TO ONE OF THOSE  
15 COOKING CLASSES WHERE THERE WAS 2000 WOMEN LEARNING  
16 HOW TO -- AND A FEW MEN, LEARNING HOW TO DO SOME SORT  
17 OF A -- A CHEF WITH SOME SORT OF COOKING. WE SET UP  
18 A BOOTH AND -- AND THERE WAS PROBABLY ABOUT TEN OR  
19 FIFTEEN OTHER VENDORS, AND WE WERE THERE AND HANDING  
20 OUT OUR CARDS AND -- AND -- AND BROCHURES AND FOR ABC  
21 CARE.

22 Q. AND YOU MENTIONED EARLIER THAT YOU WERE TALKING ABOUT  
23 HOW -- HOW IT MAKES BUSINESS SENSE, AND YOU'VE  
24 OBVIOUSLY HAVE BEEN VERY INVOLVED AND YOUR WIFE HAS  
25 TOO IN THE BUSINESS ASPECT OF IT, THAT IT MAKES A LOT

1 OF BUSINESS SENSE TO START SMALL WITH YOUR COMMITMENT  
2 OR INVESTMENT, SEE HOW IT'S GOING TO GO AND -- AND  
3 GROW IT. WHY THEN DID YOU BUILD THE -- THE HOUSE?  
4 WHY DID -- WHY DIDN'T YOU START WITH SMALL WITH YOUR  
5 INVESTMENT, SAY PUT SOMEBODY UP IN A HOTEL FIRST AND  
6 SEE HOW IT WENT AND GO? WAS THE HOUSE BUILT MORE AS  
7 AN INVESTMENT, OR WAS IT BUILT MORE, LIKE AS YOU JUST  
8 SAID, AS THE INVESTMENT TO BE ABLE TO SAVE THE  
9 PERCENTAGE? WAS THE -- WAS THE PURPOSE OF THE HOUSE  
10 MORE AS AN INVESTMENT, OR WAS IT MORE RELATED TO THIS  
11 -- TO THIS SUMMER CAMP?

12 A. IT'S A GROW -- IT WAS GROWING. IT WAS RELATED TO  
13 GROWING -- GROWING THE AREA, GROWING THE COUNTY,  
14 GROWING THE -- GETTING A -- GETTING A FOOT IN THE  
15 DOOR. GETTING A -- A -- THE FIRST SPACE WHERE WE CAN  
16 ACTUALLY BRING PEOPLE DOWN, HAVE THEM. AND THEN NOT  
17 ONLY THAT, I MEAN IT'S -- IT'S A GREAT -- IT'S A --  
18 IT'S A -- IT'S A -- THERE'S SOMETHING -- IT'S AN  
19 UNRELATED BUSINESS INCOME WOULD BE RENTAL INCOME FOR  
20 THAT ACCORDING TO THE I.R.S. THAT, YOU KNOW, WHO CAN  
21 RENT THE -- OR YOU CAN RENT THE HOUSE-OUT. ABC  
22 CARE'S A NONPROFIT. SO ALL THE MONIES FROM THE RENT  
23 GO BACK INTO ABC CARE BUSINESS, SO ABC CARE'S ABLE  
24 TO, YOU KNOW, GENERATE FUNDS FOR ABC CARE IN THE  
25 SUMMER MONTHS. I MEAN, THE SUMMER MONTHS ARE ONE OF

1 OUR SLOWEST TIMES OF THE YEAR IN COMPARISON TO THE  
2 SCHOOL -- SCHOOL YEAR. WE ACTUALLY OUR -- OUR -- I'M  
3 GOING ON AND ON ---

4 Q. YEAH. YEAH.

5 A. --- AND ON FOR I DON'T SEE HOW THIS IS RELEVANT. BUT  
6 THE -- THE LONG AND SHORT IS IS THAT WE -- WE PUT OUR  
7 FOOT IN THE DOOR TO GET DOWN HERE.

8 Q. THAT'S FINE. AND YOU'VE GOT THIS, YOU BOUGHT THIS  
9 ONE LOT, THE LAKEFRONT LOT THROUGH ABC CARE, RIGHT?

10 A. THAT'S CORRECT.

11 Q. AND THEN YOU BOUGHT TWO OTHER LOTS THROUGH A SEPARATE  
12 COMPANY, CORRECT?

13 A. YES.

14 Q. OKAY. AND THAT'S -- AND I DON'T HAVE THE NAME RIGHT  
15 HERE, BUT WHAT WAS THE NAME OF IT, THE OTHER NAME?

16 A. LAKEWOOD -- LAKEWOOD LANE, L.L.C. OR SOMETHING IT WAS  
17 CREATED.

18 Q. OKAY. AND WHO'S INVOLVED IN LAKEWOOD LANE?

19 A. THAT WOULD BE MYSELF.

20 Q. OKAY. JUST YOU?

21 A. THAT'S CORRECT.

22 Q. OKAY. AND YOU HAVEN'T BUILT ON THOSE LOTS YET?

23 A. NO, SIR.

24 Q. WHAT'S THE -- WHAT IS THE PLAN FOR THOSE?

25 A. WELL, THE -- THE PLAN IS IS TO JUST LIKE ANY OTHER

1 PLAN IS TO, YOU KNOW, HAVE AN INVESTMENT.

2 Q. HOW MANY KIDS WOULD YOU ESTIMATE ATTENDED THE CAMP?

3 A. I THINK THAT I TESTIFIED TO THAT IN THE DEPOSITION.

4 I THINK IF -- I DON'T WANT TO NOT BE CONTRADICTORY

5 WHAT I SAID, BUT I THINK IT WAS FOUR, SIX, AND NINE,

6 OR FOUR, NINE, AND SIX, SOMETHING ALONG THOSE LINES.

7 FOUR THE FIRST WEEK, SIX THE SECOND, NINE THE LAST,

8 OR -- OR NOT -- OR FOUR, NINE, AND SIX. VERY

9 DISAPPOINTING TO SAY THE LEAST ON THE NUMBER OF KIDS

10 THAT PARTICIPATED FOR THE NUMBER OF DOLLARS THAT WE

11 INVESTED AND THE ADVERTISEMENT AND THE BEATING OF THE

12 BUSHES AND ALL THE THINGS THAT WE DID. BUT I CAN SAY

13 THAT I'M VERY HOPEFUL FOR THIS COMING SUMMER.

14 Q. WOULD YOU -- WOULD YOU SAY IN YOUR OPINION, YOU WERE

15 TALKING EARLIER ABOUT THE PERCENTAGES AND THE GREAT

16 INVESTMENT IT IS AND BEING ABLE TO SAVE ON THE COST.

17 WOULD YOU SAY THAT THAT -- THAT GAIN CLEARLY

18 OUTWEIGHS ANY POTENTIAL LOSS ON JUST A FEW KIDS

19 COMING FOR A COUPLE OF WEEKS TO THE CAMP?

20 BY MR. KELLER:

21 MADAM COMMISSIONER, I HAVE ABSOLUTELY NO IDEA

22 WHAT THAT HAS TO DO WITH COVERAGE. I THINK WE'RE

23 GETTING WAY OUT IN LEFT FIELD NOW.

24 BY MR. HILLER:

25 WE'VE BEEN WAY OUT IN THE LEFT

1 BY MR. KELLER:

2 'CAUSE ALL OF THIS IS POST -- POST-ACCIDENT.  
3 HE'S ALREADY TESTIFIED ABOUT THE CONVERSATION HE HAD  
4 WITH MR. OATES, SO IT...

5 BY COMMISSIONER TAYLOR:

6 AND WITH THE INSURANCE AGENT. SUSTAINED.

7 BY MR. PADGETT:

8 THAT'S ALL THE QUESTIONS I HAVE. I DON'T HAVE  
9 ANY FURTHER QUESTION.

10 BY THE WITNESS:

11 \_\_\_\_\_ OKAY.

12 EXAMINATION BY COMMISSIONER TAYLOR:

13 Q. I WOULD, 'CAUSE I'LL FORGET. I THINK YOU TESTIFIED  
14 THAT EVERYONE WAS 1099 FOR THE CONSTRUCTION JOB FOR  
15 THE ABC ---

16 A. YES, MA'AM.

17 Q. --- PROPERTY?

18 A. YES, MA'AM.

19 Q. WHO ISSUED THE 1099s?

20 A. THE ISSUING, BECAUSE -- BECAUSE THEY WERE WRITTEN OUT  
21 OF MY CHECKING ACCOUNT, THEY WERE ISSUED -- I -- MY  
22 ACCOUNTANT ISSUED THEM FOR ME, AND THEN IT, ABC CARE,  
23 THEN ISSUED ME ONE.

24 Q. OKAY.

25 A. SO -- SO I WAS THEN THE PASSIVE COST. SO A PASSIVE

1 COST MEANING BETWEEN ABC CARE AND MYSELF.

2 Q. ALL RIGHT. THAT'S ALL I HAD.

3 BY COMMISSIONER TAYLOR:

4 ALL RIGHT. MR. HILLER.

5 CROSS-EXAMINATION BY MR. HILLER:

6 Q. MR. PIERSON, YOU'VE OBVIOUSLY BEEN HERE DURING THE  
7 HEARING, AND YOU HEARD THE TESTIMONY OF ALL THE OTHER  
8 WITNESSES?

9 A. YES, SIR.

10 Q. AND -- AND I UNDERSTAND THAT THERE ARE A LOT OF KNIT  
11 PICKY DETAILS, OR MAYBE NOT KNIT PICKY TO YOU, THAT  
12 YOU'D LIKE TO REFUTE; IS THAT CORRECT?

13 A. I WOULD -- I -- YOU KNOW MY FEELING. YES, I WOULD  
14 LOVE TO -- TO CALL OUT EVERY SINGE THING THAT WASN'T  
15 ACCURATE.

16 Q. OKAY. WELL, I'M NOT -- I'M NOT GOING TO LET YOU DO  
17 THAT.

18 BY COMMISSIONER TAYLOR:

19 I WASN'T GOING TO LET YOU DO IT EITHER, BUT  
20 THANK YOU, MR. HILLER.

21 CROSS-EXAMINATION RESUMED BY MR. HILLER:

22 Q. BUT JUST I DO, I'M GOING TO TRY TO HIT A FEW  
23 HIGHLIGHTS, ALL RIGHT?

24 A. YES.

25 Q. WE'D -- AND I THINK YOU'D ALREADY TESTIFIED TO WHEN -

1                   - WHEN YOU MET MR. CHAVEZ, MR. -- YOU WERE LOOKING  
2                   FOR A FRAMER?  
3           A.     CORRECT. WELL, ACTUALLY I WAS LOOKING FOR A TREE GUY  
4                   FIRST.  
5           Q.     OKAY. BUT THEN ULTIMATELY A FRAMER?  
6           A.     YES.  
7           Q.     AND DID YOU LOOK FOR A PLUMBER?  
8           A.     YES.  
9           Q.     DID YOU LOOK FOR A SHEET ROCKER?  
10          A.     NO, THE -- THE --- MR. CHAVEZ DO THAT.  
11          Q.     DID YOU LOOK FOR A PAINTER?  
12          A.     YEAH. YEAH, EXACTLY THE SAME THING, HE WAS ABLE TO  
13                   DO ALL THE ASPECTS OF THE WORK.  
14          Q.     WELL, HE OBVIOUSLY WAS ---  
15          A.     HE'S A VERY VERY TALENTED GENTLEMAN.  
16          Q.     WAS HE ABLE TO PUT IN THE PLUMBING?  
17          A.     NO.  
18          Q.     WAS HE ABLE TO PUT IN THE H.V.A.C.?  
19          A.     NO, SIR.  
20          Q.     WAS HE ABLE TO DO THE ELECTRICAL?  
21          A.     NO, SIR.  
22          Q.     ALL RIGHT. DO YOU -- YOU -- JUST LIKE FOR ALL OF  
23                   THOSE, YOU HAVE TO HAVE A SUBCONTRACTOR?  
24          A.     THAT'S CORRECT, SIR.  
25          Q.     AND WERE ALL THEY ALL 1099?

- 1 A. YES, SIR.
- 2 Q. ALL RIGHT. AND -- AND THEY HAD TO GO DOWN AND PULL
- 3 PERMITS?
- 4 A. YES, SIR.
- 5 Q. ALL RIGHT.
- 6 A. WELL, AND -- AND ---
- 7 Q. AND -- AND THE PERMIT THAT YOU PULLED WAS IN THE NAME
- 8 OF ABC CARE?
- 9 A. YES, SIR.
- 10 Q. AND YOU SIGNED IT AS A FACILITIES DIRECTOR?
- 11 A. I DID.
- 12 Q. AND WHEN YOU WERE TO COMMUNICATE WITH MR. CHAVEZ, DO
- 13 YOU HAVE AN IDEA OF HOW MANY CONVERSATIONS YOU HAD
- 14 THAT -- THAT MRS. CHAVEZ WAS INVOLVED IN?
- 15 A. ABSOLUTELY. I -- I HAD A MINIMUM OF -- OF TWO, AND
- 16 AS MANY AS FOUR. I MEAN, I'M TALKING ABOUT THREE TO
- 17 FOUR CONVERSATIONS TOTAL.
- 18 Q. THAT'S THE ONLY TIME YOU EVER TALKED TO HER?
- 19 A. EVER. AND -- AND FOR FROM THE POINT -- FROM THE
- 20 POINT TO THIS POINT FROM BEFORE.
- 21 Q. OKAY.
- 22 A. CAN I GO INTO HOW THE COMMUNICATIONS TOOK PLACE?
- 23 Q. WELL, JUST ANSWER MY QUESTIONS RIGHT NOW. DID THE
- 24 OTHER TIMES THAT YOU HAD CONVERSATIONS WITH MR.
- 25 CHAVEZ, DID HE UNDERSTAND WHAT YOU WERE SAYING?



- 1 A. YES.
- 2 Q. YOU DIDN'T HAVE ANY TROUBLE COMMUNICATING WITH HIM?
- 3 A. WELL, HE SPEAKS VERY -- HE SPEAKS BROKEN ENGLISH. HE
- 4 UNDERSTANDS.
- 5 Q. HE SPEAKS?
- 6 A. HE SPEAKS.
- 7 Q. BUT I'M TALKING ABOUT DID YOU -- HE HAVE ANY TROUBLE
- 8 UNDERSTANDING WHAT YOU TOLD HIM?
- 9 A. ANYTHING THAT WE COULDN'T DO OVER THE -- OVER THE
- 10 PHONE, WE TOOK PICTURES, AND THEN -- AND THEN HE
- 11 WOULD GIVE HIS BROKEN ENGLISH RESPONSE, AND I WOULD
- 12 DO THE SAME BACK. YOU KNOW, IF HE HAD THAT A ---
- 13 Q. MRS. CHAVEZ WAS NOT INVOLVED IN THOSE?
- 14 A. NO. THAT WELL -- WELL, LET'S PUT IT THIS WAY. WHAT
- 15 HE DID AT HOME AND -- AND WITH TALKING WITH HIS WIFE
- 16 AND DECIPHERING WHAT I EMAILED OR TEXT MESSAGE,
- 17 THAT'S ON THEIR -- I DON'T KNOW BUT THAT'S ON THEIR
- 18 TIME. I -- I HAVE NO IDEA WHAT WAS DISCUSSED, 'CAUSE
- 19 I WASN'T THERE. I WASN'T MADE PRIVY THAT HE WAS EVEN
- 20 DISCUSSING IT WITH HER OR SHE ABSOLUTELY HAD NO
- 21 COMMUNICATION BACK AND FORTH ABOUT WHERE A TWO-BY-
- 22 FOUR WOULD GO AND THE SIZE OF A -- OF A HEADER.
- 23 Q. OKAY.
- 24 A. I MEAN, THAT'S ABSURD.
- 25 Q. AND AT THE TIME THAT YOU LOANED MR. CHAVEZ YOUR

- 1 CHAINSAW, ALL HIS JOB WAS WAS TO CLEAR THE LOT?
- 2 A. AT THE -- AT THE BEGINNING, YES.
- 3 Q. OKAY. AND YOU TALKED ABOUT DRAWS, I MEAN -- SO HE
- 4 WOULD GIVE YOU A FRAME WORK OF THE TOTAL NUMBER ---
- 5 A. IT WAS A ---
- 6 Q. --- OF HOURS INVOLVED TO ---
- 7 A. IT WAS BASED THAT HE WAS CHARGING AT A RATE OF \$15 AN
- 8 HOUR FOR HIS SERVICES, AND THERE WAS A -- AND -- AND
- 9 THE ASPECT WITH THE -- THE TREES WERE GOING TO BE
- 10 TAKEN DOWN IN X PERIOD OF TIME, CALCULATED THE NUMBER
- 11 OF HOURS ---
- 12 Q. SO IF HE ---
- 13 A. --- FIFTEEN DOLLARS AN HOUR, WROTE THE CHECK.
- 14 Q. SO HE WOULD GIVE YOU AN ESTIMATE OF THE LENGTH OF
- 15 TIME AND ---
- 16 A. NO. SOME -- SOMETIMES THE CHECKS WERE GIVEN IN
- 17 ARREARS, AND SOMETIMES THE CHECKS WERE GIVEN UP
- 18 FRONT. SOMETIMES HE -- HE -- THE CHECK WOULD BE
- 19 GIVEN AND HE WOULD DO THE WORK THE WEEK AFTER THE --
- 20 THE CHECK WAS GIVEN.
- 21 Q. IN FACT, IN THE -- THE WEEK THAT MR. RODRIGUEZ
- 22 SUFFERED HIS INJURY, YOU WERE GIVING CHECKS IN
- 23 ADVANCE?
- 24 A. I DID.
- 25 Q. HOW MANY CHECKS IN ADVANCE DID YOU GIVE?

1           A.    I GAVE TWO TO -- TO -- THESE ARE ALL GIVEN TO MR.  
2                CHAVEZ.  THERE WAS TWO CHECKS GIVEN TO MR. CHAVEZ FOR  
3                MR. RODRIGUEZ.  THERE WAS TWO CHECKS GIVEN TO MR.  
4                VELLO TO MR. -- TO MR. CHAVEZ TO GIVE TO MR. VELLO,  
5                AND THE SAME FOR HIMSELF.  SO THERE WAS GIVEN --  
6                THERE WAS -- SO I HAD WROTE A TOTAL --- AT THE SAME  
7                EXACT MOMENT, I WROTE A TOTAL OF SIX CHECKS ---  
8           Q.    OKAY.  
9           A.    --- TO THE EACH PERSON.  
10          Q.    OKAY.  SO WERE THOSE CHECKS GIVEN ON -- THOSE CHECKS  
11                COULD NOT HAVE BEEN GIVEN ON THE BASIS OF ACTUAL  
12                HOURS WORKED?  
13          A.    NO, SIR.  AN ESTIMATE OF TIME PROVIDED BY MR. CHAVEZ.  
14          Q.    ALL RIGHT.  AND IN FACT MR. RODRIGUEZ CASHED HIS  
15                DECEMBER 27 CHECK AND HIS JANUARY CHECK; IS THAT  
16                CORRECT?  
17          A.    MR. CHAVEZ -- OH.  
18          Q.    I MEAN ---  
19          A.    I MEAN SORRY.  MR. RODRIGUEZ HAS CASHED TWO CHECKS  
20                THAT HE DID NOT PERFORM THE WORK FOR.  
21          Q.    OKAY.  AND -- AND THROUGHOUT THE COURSE OF YOUR WORK,  
22                YOU WERE -- WERE YOU BASING IT ON THE TOTAL NUMBER  
23                OF DOLLARS PER WEEK THAT WAS BEING SPENT VERSUS TO  
24                WHAT WAS BEING COMPLETED?  
25          A.    I WAS THINKING ABOUT SOMETHING ELSE.  I APOLOGIZE.

1 ONE MORE TIME?

2 Q. WERE YOU -- WHEN -- WHEN DURING THE COURSE OF YOUR  
3 WORK WITH MR. CHAVEZ, WERE YOU BASING YOUR PAYMENTS  
4 ON THE TOTAL AMOUNT OF WORK COMPLETED OR THE NUMBER  
5 OF HOURS COMPLETED?

6 A. I WANT TO BE -- NUMBER OF -- I THINK IT'S THE SAME  
7 THING AS FAR AS WHAT -- WHAT MY ASPECT OF WENT ON.

8 Q. FROM WHAT YOU WERE ---

9 A. CORRECT. SO I -- I GUESS I'M NOT UNDERSTANDING THE  
10 QUESTION. I'M SORRY. IT'S CONFUSING TO ME.

11 Q. WELL, HE DIDN'T HAVE CARTE BLANCHE, DID HE?

12 A. CARTE BLANCHE? NO. NO. I MEAN ---

13 Q. I MEAN, THEY COULDN'T SPEND 300 HOURS DOING SOMETHING  
14 THAT THEY ---

15 A. WELL, NO. OF COURSE NOT.

16 Q. --- TOLD YOU WAS GOING TO TAKE ---

17 A. 'CAUSE I -- BECAUSE OF MY KNOWLEDGE OF KNOWING HOW  
18 LONG SOMETHING SHOULD TAKE.

19 Q. ALL RIGHT.

20 A. SO IN OTHER WORDS, IF HE TOLD ME HE WAS GOING TO BE  
21 THERE A MONTH TAKING OUT THOSE TREES, I WOULD HAVE  
22 SAID I WOULD FIND SOMEBODY ELSE TO DO THE WORK.

23 Q. WHAT'S IN THE STORAGE FACILITY OUT AT LAKE KEOWEE?

24 A. I HAVE A -- A -- A -- A BOATING EQUIPMENT, NOODLES,  
25 WATERSKIS. I HAVE A -- A BED, FURNITURE, ALL THE

1 FURNITURE ACTUALLY FOR ABC CARE FOR THIS HOUSE WHEN  
2 IT WAS COMPLETE WAS STORED IN THE FACILITY. AND  
3 THERE IS SOME BOXES, AND -- AND THERE IS A COUPLE OF  
4 TOOLS IN THE -- IN THE STORAGE FACILITY. HOUSEHOLD  
5 TOOLS, AND -- WELL, I -- I -- YOU KNOW, THERE WAS --  
6 THERE WAS SOME TOOLS IN THE -- IN THE STORAGE  
7 FACILITY. I'M NOT GOING TO LIE. I MEAN, THAT'S THE  
8 ---

9 Q. WERE THERE SOME IN THE VAN?

10 A. THE VAN, THAT'S -- THAT'S A VERY FUNNY STORY. THE  
11 VAN IS ABC CARE'S VAN, A 15 PASSENGER KID VAN IN THE  
12 BACK. IT PARKED ON A SEPARATE LOT.

13 Q. WERE THERE ANY TOOLS IN IT?

14 A. NO.

15 Q. OKAY. DID -- AT THE TIME THAT YOU MET WITH YOUR  
16 INSURANCE AGENT TO OBTAIN THE BUILDER'S RISK POLICY  
17 AND TELL HIM THE PLAN THAT ABC WAS GOING TO BUILD IT  
18 ON A PROPERTY IN SOUTH CAROLINA, DID YOU ANTICIPATE  
19 HAVING ANY HOURLY EMPLOYEES WORKING ON THE  
20 CONSTRUCTION OF THAT?

21 A. NO.

22 Q. OKAY. SO WHEN -- WHEN -- WHEN YOU'RE ASKED THE  
23 QUESTION DID YOU PLAN ON HAVING EMPLOYEES, YOU DIDN'T  
24 ANTICIPATE ANY HOURLY EMPLOYEES?

25 A. THAT'S CORRECT.

1 Q. EVERYTHING, WHEN YOU PLANNED TO HAVE ABC BUILD THAT  
2 HOUSE THERE, WAS IT THE INTENTION TO SUB --  
3 SUBCONTRACT ALL THE WORK?  
4 A. THAT IS -- THAT IS CORRECT.  
5 Q. IS THAT WHAT YOU IN FACT DID WITH MR. CHAVEZ?  
6 A. THAT IS CORRECT.  
7 Q. PRIOR TO MR. RODRIGUEZ BEGINNING WORK WITH MR.  
8 CHAVEZ, DID YOU MEET WITH HIM OR ---  
9 A. NO.  
10 Q. --- HAVE ANY CONVERSATION WITH HIM?  
11 A. NO. NO. MR. RODRIGUEZ HAD ALREADY I THINK WORKED ON  
12 THE PROJECT FOR TWO TO THREE WEEKS, TWO WEEKS PRIOR  
13 TO ME EVEN COMING DOWN, HAD NEVER MET HIM.  
14 Q. WELL ---  
15 A. NEVER HAD ANYTHING TO DO WITH HIS HIRING PROCESS.  
16 Q. YOU AGREED TO ABSORB THE COST?  
17 A. WELL, I HAD MY AGREEMENT WITH MR. CHAVEZ THAT HE  
18 WOULD -- WAS GOING -- HE -- HE TOLD ME HE WAS GOING  
19 TO BRING ON HELP AT THE RATE OF \$12 AN HOUR. THAT'S  
20 THE END OF STORY. THAT'S ALL I KNOW.  
21 Q. OKAY. YOU NEVER MET WITH HIM?  
22 A. NO.  
23 Q. NEVER TALKED TO HIM?  
24 A. MR. -- NO. AND PRIOR TO, NO. NEVER.  
25 Q. OKAY.

- 1 A. TO ---
- 2 Q. WHEN YOU -- WHEN YOU HAD CONVERSATIONS WITH MR.
- 3 CHAVEZ ABOUT THOSE -- THE LEVEL OF PERFORMANCE OR THE
- 4 -- THE LEVEL OF COMPLETION OF THE JOB, WAS IT WITH
- 5 MR. CHAVEZ, OR WAS IT WITH MR. RODRIGUEZ?
- 6 A. IT WAS DEFINITELY WITH MR. CHAVEZ.
- 7 Q. ALL YOUR CONVERSATIONS WERE WITH MR. CHAVEZ?
- 8 A. ALL, EVERY SINGLE ONE. I HAVE TO REITERATE THAT MR.
- 9 CHAVEZ KNOWS WHAT HE'S DOING, AND HE DOES A VERY GOOD
- 10 JOB, AND THEN YOU SEE THE PICTURES OF THE END RESULT
- 11 OF THE HOUSE, IT TURNED OUT FANTASTIC.
- 12 Q. HAS -- OBVIOUSLY, THERE'S ONE OF THE BONES OF
- 13 CONTENTION HERE IS WHETHER MR. CHAVEZ, MR. RODRIGUEZ,
- 14 AND MR. VELLO WERE YOUR EMPLOYEES, EITHER YOURS OR
- 15 ABCs?
- 16 A. OR THEY WERE WORKING INDEPENDENTLY ON THEIR OWN.
- 17 Q. OR WHAT -- I AND UNDERSTAND ---
- 18 A. THAT'S -- THAT'S WHAT THEY WERE DOING.
- 19 Q. BUT IF THEY WERE CONSIDERED TO BE EMPLOYEES, DO YOU
- 20 HAVE OR HAVE YOU HAD OR DID YOU HAVE AT ANY TIME IN
- 21 2013 MORE THAN THOSE THREE PEOPLE AS EMPLOYEES?
- 22 A. NO, SIR. NO, SIR.
- 23 Q. HAS ABC DURING THE PERIOD OF TIME THAT YOU'VE BEEN
- 24 INVOLVED IN IT EVER BUILT ANOTHER HOUSE?
- 25 A. NO, SIR.

1 Q. DO THEN HAVE ANY PLANS TO BUILD ANOTHER HOUSE?  
2 A. AFTER THIS ONE, I WOULD SAY NO.  
3 Q. SO THIS WAS THE ONE TIME THAT THEY ACTUALLY  
4 CONSTRUCTED A BUILDING?  
5 A. YES.  
6 Q. THE -- BUT THEY DO OWN BUILDINGS ---  
7 A. YES.  
8 Q. --- OR A BUILDING?  
9 A. YES.  
10 Q. AND ARE YOU AS PART OF YOUR FACILITIES DIRECTOR'S  
11 RESPONSIBILITIES IN CHARGE OF MAINTAINING THAT  
12 FACILITY?  
13 A. YES. YES.  
14 Q. DO YOU OCCASIONALLY HIRE PEOPLE TO COME WORK ON THE  
15 FACILITY?  
16 A. THAT'S EXACTLY WHAT I DO.  
17 Q. ALL RIGHT. AND -- AND THE FACILITIES DIRECTOR'S JOB,  
18 IT IS A BY DEFINITION A PART-TIME JOB, CORRECT?  
19 A. THAT IS CORRECT. I ---  
20 Q. HOW MANY HOURS A WEEK ARE YOU REQUIRED TO WORK UNDER  
21 YOUR EMPLOYMENT AND TERMS?  
22 A. OH. UNDER THE EMPLOYMENT TERMS, IT SAYS 20, BUT IT'S  
23 MORE LIKE 50.  
24 Q. OKAY.  
25 A. AND -- AND I WANT TO ADD TO IT, BUT THERE IS TWELVE



1 OTHER SITES IN MARYLAND THAT ALSO HAVE FACILITIES  
2 THAT I OVERSEE AND MAKE SURE THEY HAVE -- THE WORK IS  
3 DONE ON THOSE FACILITIES.

4 Q. IS THAT MORE THAN JUST CHANGING LIGHT BULBS?

5 A. YEAH. BUT SOMETIMES IT'S -- YEAH, SOMETIMES IT IS.  
6 SOMETIMES IT'S HAVING TO PARTITION WALL BLOCKS, TWO  
7 ROOMS AND A PARTITION WALL NEEDS TO BE TAKEN OUT. SO  
8 I'LL MAKE SURE THAT I GOT THE RIGHT, YOU KNOW,  
9 PLUMBERS, ELECTRICIANS, WHATEVER THE CASE MAY BE.

10 Q. OKAY. AND HOW MANY SQUARE FEET IS THE BUILDING THAT  
11 THEY OWN IN BALTIMORE?

12 A. NINE THOUSAND SQUARE FEET.

13 Q. IS THAT WHERE THE OFFICE STAFF IS LOCATED?

14 A. YES.

15 Q. DO YOU OCCASIONALLY HAVE TO HIRE CONTRACTORS TO  
16 REPLACE H.V.A.C. UNITS OR PUT NEW ROOFS ON OR  
17 ANYTHING LIKE THAT?

18 A. ABSOLUTELY. I MEAN, THERE'S -- THERE'S A MAINTENANCE  
19 TO THE BUILDING.

20 BY MR. HILLER:

21 OKAY. I THINK THAT'S ALL THE QUESTIONS I HAVE.

22 THANK YOU.

23 BY COMMISSIONER TAYLOR:

24 OKAY. MR. KELLER.

25 BY MR. KELLER:

1 I HAVE NO QUESTIONS.

2 BY COMMISSIONER TAYLOR:

3 OKAY. MR. EHLIES.

4 CROSS-EXAMINATION BY MR. EHLIES:

5 Q. YEAH. I -- I AM -- AM HAVING A LITTLE STRUGGLE WITH  
6 HARTFORD'S APA, WHICH IS "D."

7 A. I'M SORRY. I KEEP EATING SOMEBODY'S MINTS, BUT IT'S  
8 KEEPING ME GOING AND...

9 Q. AND IT APPEARS TO BE A ---

10 BY MR. HILLER:

11 THE COURT REPORTERS ARE REQUIRED BY LAW TO GIVE  
12 THEM.

13 CROSS-EXAMINATION RESUMED BY MR. EHLIES:

14 Q. --- TO BE AND A PERMIT ISSUE, BUILDING CODES PART,  
15 AND IT IS FOR 149 LAKEWOOD LANE, SUNSET, SOUTH  
16 CAROLINA. AND I THINK -- IS THAT THE CORRECT ADDRESS  
17 FOR THE -- FOR THE CONSTRUCTION SITE THAT WE ARE HERE  
18 ABOUT?

19 A. YES, 149 LAKEWOOD LANE.

20 Q. AND IT'S A PERMIT THAT SAYS THAT THE CONTRACTOR'S  
21 NAME IS THE OWNER?

22 A. THAT'S CORRECT, ABC CARE.

23 Q. THEN IT HAS THE OWNER?

24 A. AS MYSELF AS FACILITIES DIRECTOR.

25 Q. YEAH. IT SAYS DON SAMUEL SPALDING, 250 ASHLEY

1 CIRCLE, DANVILLE, CALIFORNIA 94526.

2 A. THAT WAS THE PERSON THAT THE PROPERTY WAS PURCHASED  
3 FROM.

4 Q. OKAY. THIS IS A BUILDING PERMIT, AND YOU BOUGHT AN  
5 UNIMPROVED LOT?

6 A. ABC CARE DID, CORRECT.

7 Q. AND THE DATE OF THIS PERMIT IS 10/29/2013?

8 A. END OF OCTOBER, CORRECT.

9 Q. AND AS I UNDERSTAND IT BASED ON YOUR TESTIMONY, ABC -

10 ---

11 BY MR. EHLIES:

12 STRIKE THAT.

13 CROSS-EXAMINATION RESUMED BY MR. EHLIES:

14 Q. YOU HAVE BEEN A LICENSED BUILDING CONTRACTOR IN  
15 MARYLAND FOR A NUMBER OF YEARS?

16 A. HOME IMPROVEMENT CONTRACTOR FOR THE PAST FIVE YEARS -  
17 - THREE YEARS. PRIOR TO THAT, PRIOR TO THE MARKET  
18 CRASHING, I WAS ALSO A CUSTOM HOME BUILDER IN -- IN  
19 MARYLAND.

20 Q. SO IT'S FAIR TO SAY YOU HAVE PRETTY GOOD EXPERIENCE  
21 OF DOING EXACTLY WHAT WAS BEING DONE HERE IN SOUTH  
22 CAROLINA?

23 A. YES, SIR.

24 Q. AND IN FACT, YOU ARE A LICENSED BUILDER IN SOUTH  
25 CAROLINA NOW?

1 A. THAT'S CORRECT.

2 BY MR. HILLER:

3 I OBJECT TO THAT AS BEING IRRELEVANT.

4 CROSS-EXAMINATION RESUMED BY MR. EHLIES:

5 Q. OKAY. SO YOU HAVE SUFFICIENT INFORMATION PRIOR TO  
6 DECEMBER OR OCTOBER OF 2013 TO KNOW WHAT WOULD BE  
7 REQUIRED OF A BUILDING CONTRACTOR?

8 A. SAY IT ONE MORE TIME.

9 Q. YOU WOULD KNOW WHAT WOULD BE REQUIRED OF A BUILDING  
10 CONTRACTOR WHEN YOU UNDERTOOK TO MANAGE THIS PROJECT  
11 ON BEHALF OF THE OWNER, ABC COMPANY?

12 A. THAT'S CORRECT.

13 Q. AND AS I UNDERSTAND IT, ABC MADE A SPECIFIC DECISION  
14 TO UTILIZE YOUR SKILLS AND EXPAND THEIR BUSINESS BY  
15 UTILIZING YOUR SKILLS TO ACQUIRE THIS FACILITY AND  
16 BUILD IT?

17 A. THAT'S CORRECT.

18 Q. AND THAT EXPANSION OF THEIR M.O.S., JOB DESCRIPTION  
19 AND WHAT THEIR FUNCTION WAS WAS APPROVED BY THE  
20 BOARD?

21 A. THAT'S CORRECT.

22 Q. AND SO ACTUALLY IT BECAME A -- AN INTEGRAL PART TO  
23 SAVE MONEY OF THE EXPANSION INITIATIVE TO UTILIZE  
24 YOUR CONTRACTOR EXPERIENCE AS THE ---

25 A. --- FACILITIES DIRECTOR.

1 Q. --- FACILITIES MANAGER ---  
2 A. YES, SIR.  
3 Q. --- OR DIRECTOR, WHATEVER ---  
4 A. THAT'S CORRECT.  
5 Q. --- COME DOWN HERE AND DO THIS?  
6 A. THAT'S CORRECT.  
7 Q. OKAY. AND SO THAT'S NOT SO STRANGE SINCE YOU HAD ALL  
8 THIS EXPERIENCE AND YOU'RE A W2 EMPLOYEE OF ABC IN  
9 OCTOBER OF 2013?  
10 A. I WOULD SAY THAT'S CORRECT.  
11 Q. OKAY. NOW, WERE YOU RECEIVING WAGES OR INCOME FROM  
12 ANY OTHER SOURCE AFTER -- UP TO OCTOBER OF 2013?  
13 A. OKAY. SAY THAT ONE MORE TIME, MAKE SURE I WILL GET  
14 THIS CORRECT.  
15 Q. WERE YOU RECEIVING ANY KIND OF INCOME?  
16 A. OUTSIDE OF ABC CARE?  
17 Q. OTHER THAN ABC CARE?  
18 A. ROBERT PIERSON. THAT'S CORRECT.  
19 Q. OKAY. SO THAT WAS AN ACTIVE CORPORATION IN OCTOBER  
20 OF 2013?  
21 A. OCTOBER OF 2013, IN THE STATE OF MARYLAND.  
22 Q. CORRECT. AND IN THAT CONTEXT, YOU HAD THESE  
23 ACCOUNTANTS AND BANK ACCOUNTS THAT YOU WROTE THESE  
24 CHECKS FROM?  
25 A. YES.

- 1 Q. THAT'S THE ACCOUNT, AND THAT WAS AN ACTIVE BUSINESS?
- 2 A. THAT'S CORRECT.
- 3 Q. IT WAS MAKING YOU MONEY?
- 4 A. NOT ON THIS JOB.
- 5 Q. OKAY. BUT IT WAS AN ACTIVE BUSINESS MAKING YOU
- 6 MONEY?
- 7 A. IN THE STATE OF MARYLAND.
- 8 Q. YES.
- 9 A. YES.
- 10 Q. OKAY. AND SO AS REGARD TO THIS PARTICULAR JOB, IT
- 11 WAS A FLOW THROUGH?
- 12 A. CORRECT.
- 13 Q. YOU ACQUIRED EXPENSES, PAID THEM UNDER PIERSON AND
- 14 SUBMITTED THEM TO ABC FOR REIMBURSEMENT?
- 15 A. THAT'S CORRECT.
- 16 Q. DOLLAR FOR DOLLAR?
- 17 A. THAT'S CORRECT.
- 18 Q. SO THE PROJECT IS ABCs?
- 19 A. THAT'S CORRECT.
- 20 Q. EVEN THE COST IS ---
- 21 A. THAT'S CORRECT.
- 22 Q. --- DOLLAR FOR DOLLAR, YOU EARNED NO PROFIT ---
- 23 A. THAT IS CORRECT.
- 24 Q. --- AS PIERSON, AND YOU MADE NO LOSS AS PIERSON?
- 25 A. IT'S A PASSIVE COST, CORRECT.

- 1 Q. OKAY. AND YOU SAID YOU WERE ON THE BOARD, BUT YOU  
2 DIDN'T KNOW ANY OF THE BOARD MEMBERS' NAMES?
- 3 A. I KNOW FIRST NAMES. I DON'T KNOW THEIR LAST NAMES OR  
4 ADDRESSES OR ANY OF THE OTHER PERTINENT INFORMATION.  
5 I MEAN, THAT COULD BE OBTAINED BUT I AND, YOU KNOW --  
6 --
- 7 Q. OKAY. NOW, YOU WERE TESTIFYING ABOUT HOW CAREFUL ABC  
8 IS, YOU INCLUDED ABOUT BACKGROUND INFORMATION AND  
9 CHECKS ON EMPLOYEES; IS THAT CORRECT?
- 10 A. ABC CARE DOES A VERY FINE TUNED JOB, THEY HAVE TO FOR  
11 THEIR -- THEIR PROFESSION, THE CHILDCARE PROFESSION.
- 12 Q. RIGHT. AND THAT'S FOR THEIR OWN PROTECTION; IS THAT  
13 CORRECT?
- 14 A. IT'S FOR EVERYONE'S PROTECTION, THE KID'S PROTECTION.
- 15 Q. IN COMPLIANCE WITH THE I.R.S. AND OTHER EXAMINERS?
- 16 A. THAT'S CORRECT.
- 17 Q. SO AS THE BUILDING FACILITIES MANAGER FOR ABC, PART  
18 OF YOUR JOB WOULD BE TO PROTECT THEM?
- 19 A. THAT'S NOT IN MY JOB DESCRIPTION, BUT OBVIOUSLY I --  
20 I HAD -- IT'S IN MY BEST INTEREST TO MAKE SURE ABC  
21 CARE IS PROTECTED, YES.
- 22 Q. WITHIN YOUR FIELD OF EXPERTISE THAT THEY WERE USING?
- 23 A. CORRECT.
- 24 Q. AS A BUILDING LICENSED BUILDING CONTRACTOR ---
- 25 A. LICENSED ---

1 Q. YOU WOULD -- YOU WOULD KNOW?

2 A. --- IN THE STATE OF MARYLAND; NOT IN THE STATE OF  
3 SOUTH CAROLINA.

4 Q. THAT'S RIGHT, IN THE STATE OF MARYLAND?

5 A. YEAH. YEAH.

6 Q. AND YOU WOULD KNOW, SO THEY WERE LOOKING TO YOU AND  
7 YOU WERE INTERESTED IN PROTECTING THEM; IS THAT  
8 CORRECT?

9 A. YES.

10 Q. AND SO IN THAT CONTEXT, YOU ASKED ALL OF THESE PEOPLE  
11 THAT THEY HAD WORKERS' COMPENSATION COVERAGE LIKE MR.  
12 CHAVEZ, CORRECT?

13 A. WHAT I ASKED FROM MR. CHAVEZ, WAS 'CAUSE HE WAS ON  
14 HIS OWN WORKING AS ONE PERSON, I -- I ASKED HIM FOR  
15 HIS DRIVER'S LICENSE, HIS SOCIAL SECURITY CARD TO  
16 MAKE SURE THAT HE WAS A LEGAL CITIZEN. HE GAVE ME AN  
17 ASPECT OF THE JOB. HE WAS ISSUED A 1099  
18 APPROPRIATELY THAT IS REQUIRED OF ME BY LAW.

19 Q. OKAY. AND DID YOU BRING HIS DRIVER'S LICENSE IN TO  
20 THE COURT?

21 A. NO. OF COURSE I DIDN'T BRING HIS DRIVER'S LICENSE  
22 IN. THAT'S IN ---

23 Q. YOU -- YOUR TESTIMONY IS THAT YOU ACQUIRED ---

24 A. I -- I PROBABLY HAD IT ---

25 Q. --- THE DRIVER'S LICENSE OF MR. CHAVEZ?



1 A. I TOOK A PICTURE OF WHAT HE HAD GIVEN FOR -- FOR  
2 CREDENTIALING.  
3 Q. DID YOU COMPLETE AN I9 FORM?  
4 A. NO, I DID NOT, BECAUSE HE WASN'T AN EMPLOYEE.  
5 Q. OKAY. THE -- IS IT YOUR UNDERSTANDING HE HAD TO BE  
6 AN EMPLOYEE TO BE OBLIGATED A I9 FORM ON CONTRACTS?  
7 A. YES, IT IS MY ---  
8 Q. OKAY.  
9 A. --- UNDERSTANDING.  
10 Q. OKAY. AND DID YOU OBTAIN ---  
11 A. OKAY. WELL, BACK UP. IS IT -- I DON'T KNOW WHAT, IF  
12 THAT'S NOT THE CASE ---  
13 Q. I'M NOT GOING TO ADVISE YOU ON THAT.  
14 A. OKAY. OKAY. ALL RIGHT.  
15 Q. DID YOU GET A CONTRACT WITH HIM?  
16 A. IN WRITING, NO. VERBALLY, SHAKE -- HANDSHAKE, EYE TO  
17 EYE, THIS IS WHAT WE WERE GOING TO DO HOUR FOR HOUR,  
18 YES. FOR -- FOR WHAT THE ASPECT OF THE WORK WAS,  
19 YES.  
20 Q. OKAY. BUT NO WRITTEN CONTRACT?  
21 A. NOTHING IN WRITING.  
22 Q. AND THEN WHEN THE JOB EXPANDED AND IT WOUND UP BEING  
23 TWO PEOPLE AND THREE PEOPLE, DID YOU THEN GET  
24 INFORMATION ABOUT THEIR -- THOSE INDIVIDUAL'S STATUS  
25 WITH THIS COUNTRY?

1 A. I MADE SURE THAT HE HAD -- AGAIN, I WAS TRYING TO  
2 PROTECT THE INTEREST OF ABC CARE MYSELF, THAT THEY  
3 HAD DRIVER'S LICENSE, SOCIAL SECURITY CARD, AND I --  
4 I WAS GIVEN THAT.

5 Q. AND DID -- DID YOU GET COPIES OF THOSE?

6 A. I DID.

7 Q. OKAY. AND HAVE YOU PROVIDED THOSE TO THE COURT?

8 A. I -- YEAH.

9 BY MR. HILLER:

10 YES.

11 BY THE WITNESS:

12 \_\_\_\_\_ YES.

13 CROSS-EXAMINATION RESUMED BY MR. EHLIES:

14 Q. OKAY. ALL RIGHT. AND THAT WOULD BE IN YOUR APA  
15 SUBMISSIONS?

16 A. AND I -- AND I ALSO PROVIDED COPIES OF THOSE TO ABC  
17 CARE FOR THE FILE.

18 Q. OKAY. AND THAT'S HOW THEY KNEW TO COMPLETE THE  
19 DOCUMENTS, THE 1099s AT THE END OF THE YEAR, RIGHT?

20 A. NO. ABC CARE DID NOT. I -- I'D GIVEN THEM TO MY  
21 ACCOUNTANT. THE ACCOUNTANT PREPARED THE 1099s, AND  
22 THEY WERE ISSUED.

23 Q. FOR PIERSON CONSTRUCTION?

24 A. CORRECT.

25 Q. OKAY. OKAY. DID YOU EVER ASK MR. CHAVEZ TO DOCUMENT

1 ANY KIND OF INSURANCE COVERAGE AT ALL?

2 A. AS AN INDIVIDUAL WORKING ON HIS OWN, I DID NOT.

3 Q. OKAY. DID YOU EVER ASK ANYONE ELSE FOR ANY PROOF OF  
4 INSURANCE TO PROTECT THE OWNER OF THE PROPERTY, ABC  
5 CORPORATION?

6 A. I DID NOT.

7 BY MR. EHLIES:

8 THANK YOU.

9 BY COMMISSIONER TAYLOR:

10 MR. PADGETT.

11 BY MR. PADGETT:

12 I DON'T HAVE ANY FURTHER QUESTIONS.

13 BY COMMISSIONER TAYLOR:

14 OKAY. MR. HILLER?

15 BY MR. HILLER:

16 NO FURTHER QUESTIONS.

17 BY COMMISSIONER TAYLOR:

18 MR. KELLER?

19 BY MR. KELLER:

20 NO, MA'AM.

21 BY COMMISSIONER TAYLOR:

22 ALL RIGHT.

23 BY THE WITNESS:

24 CAN I -- CAN I ---

25 BY MR. HILLER:

1 NO.

2 BY COMMISSIONER TAYLOR:

3 ALL RIGHT. ANY OTHER WITNESSES ON BEHALF OF THE  
4 DEFENDANTS HARTFORD?

5 BY MR. PADGETT:

6 NO, YOUR HONOR.

7 BY COMMISSIONER TAYLOR:

8 OKAY. MR. HILLER, ANY WITNESSES?

9 BY MR. HILLER:

10 NO, YOUR HONOR.

11 BY COMMISSIONER TAYLOR:

12 ALL RIGHT. MR. KELLER?

13 BY MR. KELLER:

14 NO, MA'AM.

15 BY MR. EHLIES:

16 \_\_\_\_\_ AND ---

17 BY COMMISSIONER TAYLOR:

18 ALL RIGHT. THAT CONCLUDES THIS MATTER.

19 BY MR. EHLIES:

20 --- NO REPLY.

21 BY COMMISSIONER TAYLOR:

22 NO REPLY?

23 BY MR. EHLIES:

24 I'M SORRY.

25 BY COMMISSIONER TAYLOR:

1                   THANK YOU. I'M SORRY. I ASSUMED.

2           BY MR. EHLIES:

3                   I'M SO LAZY.

4           BY COMMISSIONER TAYLOR:

5                   I ASSUMED. THAT CONCLUDES THIS MATTER. THANK

6                   YOU VERY MUCH.

7           (THERE BEING NO FURTHER QUESTIONS, THIS HEARING WAS

8           CONCLUDED AT THE HOUR OF 3:50 P.M.)

1 COURT REPORTER: Today is Monday, April 18th. This  
2 is South Carolina Workers' Compensation case  
3 number 1320141. This is the case of Ignacio  
4 Rodriguez, Claimant, versus Robert T. Pierson  
5 doing business as Robert Pierson Construction,  
6 Employer, and Hartford, and SCEUF, the Carrier.  
7 The appellant is the Defendant represented by  
8 David M. Padgett for Hartford, David Keller for  
9 the SCEUF, and Randall Scott Hiller for  
10 Pierson. The Respondent is represented by  
11 William H. Ehliens. Each side is allowed ten  
12 minutes, and then eight, one and one for oral  
13 argument; and the appellant three minutes in  
14 reply. You are requested to argue the grounds  
15 of exception and stay within the record.

16 CHAIR: Mr. Padgett.

17 MR. PADGETT: Your Honor, may it please the Court.  
18 My client, the Hartford and ABC in this case,  
19 would request that the order be overturned and  
20 that we be dismissed from this case with  
21 prejudice. Just as by means of a brief  
22 background. The Hartford insured ABC Daycare  
23 to perform daycare activities in the state of  
24 Maryland at the time of this injury. ABC  
25 Daycare didn't have any connection to this



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1 incident or claim really other than their name  
2 was on the piece of property that was bought in  
3 Lake Keowee. Three pieces of property were  
4 bought. And to give you a little bit of a  
5 picture of this, the owner operator of ABC  
6 Daycare, her husband owned a construction  
7 company -- Robert Pierson owned a construction  
8 company. And he came down to South Carolina  
9 and they built the house on Lake Keowee. I  
10 think his daughter was going to Clemson and  
11 there may have been some family or something  
12 that was living on Lake Keowee as well. So  
13 they came down -- the only connection that ABC  
14 had at all was there name was on it. At one  
15 point we thought whenever Mr. Pierson submitted  
16 the document with his name on their, he also --  
17 the document that was submitted at the hearing  
18 had ABC Daycare on it as well as you can see in  
19 Exhibits A and B. And the document that we  
20 later found from -- the actual document at the  
21 public -- the Courthouse did not have ABC. In  
22 fact, it was actually altered and added and  
23 submitted at the hearing and it was one of the  
24 central pieces of evidence that was relied on  
25 ---



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1 CHAIR: Is that outside the record? I heard it was  
2 out -- after ---.

3 MR. KELLER: The document that they seek to add now  
4 was not presented at the time. And I did  
5 object to that in my brief. They did not make  
6 a motion and it was something that would have  
7 been available at the time of the hearing had  
8 they gone to the courthouse looked. And so,  
9 that's totally outside of the record.

10 CHAIR: You've got to stay inside the record of the  
11 hearing that day.

12 MR. PADGETT: Okay.

13 CHAIR: So if that's not inside the record, we need  
14 to strike that. Is that inside the record of  
15 the day of the hearing?

16 MR. PADGETT: We submitted it in our brief. And  
17 there was only -- there was no Motion to  
18 Exclude it or anything. We can -- we can make  
19 a motion now to add it but we had it in our  
20 brief and we weren't aware of anything to su---

21 -

22 CHAIR: Brief or ---

23 MR. PADGETT: --- to take ---

24 CHAIR: Listen to me very closely. It was in your  
25 brief on the day ---



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1 MR. PADGETT: It was in our appellant's brief on the  
2 day of the hearing?

3 CHAIR: --- of the hearing? That's what I thought.

4 MR. PADGETT: Okay.

5 CHAIR: So that would be outside of the record would  
6 it not?

7 MR. PADGETT: Okay.

8 CHAIR: The document you're trying to submit now  
9 would not have been part of the original  
10 record, right?

11 MR. PADGETT: Right. And ---

12 CHAIR: So we ---

13 MR. PADGETT: Okay.

14 CHAIR: You've got to stay within -- the guidelines  
15 before we started is you've got to stay within  
16 the record of the day of the hearing.

17 MR. PADGETT: Okay. So he submitted the document  
18 that said ABC at the hearing. And it is our  
19 contention that ABC is not connected to this --  
20 in any way to this. They were ensuring a  
21 daycare facility in Maryland, not someone  
22 performing construction at a house on Lake  
23 Keowee in which he said -- admitted under oath  
24 that they planned on using to rent out and so  
25 forth as well. They were going to rent it for



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1 profit. There was really no connection to ABC  
2 Daycare. The only other thing they were going  
3 to do with the place, other than just the name  
4 being one of the three pieces that were bought,  
5 was that they were going to let some of the  
6 workers from the daycare come down there maybe  
7 once a week. They mentioned running a summer  
8 camp. And when we asked about that, they  
9 briefly mentioned that they went to a park  
10 maybe and put some signs up. There was nothing  
11 formal, there was nothing produced that showed  
12 any kind of formal camp or anything. It was,  
13 in our opinion, something that is not -- was  
14 not appropriately connected to ABC Daycare. We  
15 don't think that there's any way that they can  
16 be tied in with that. Further, in addition to  
17 that, all of the checks and everything -- it is  
18 our contention that Robert Pierson was on  
19 acting as an employee of ABC daycare. All the  
20 checks that he wrote to -- to the workers were  
21 all under his name from Pierson construction.  
22 And he's testified that he had to do that  
23 because he didn't have the right to sign but  
24 yet he labels himself -- in the document that  
25 was submitted at the hearing he labels himself



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1 as a facilitative facilities -- facilities  
2 general or something, or manager, but yet he  
3 claims that he had no right to write a check  
4 and that's why he wrote all the checks to the  
5 -- to everyone that worked for him under Robert  
6 Pierson. And in fact even when we asked the  
7 Claimant about what he was doing at the time,  
8 he in fact also had said that he was not aware  
9 of ABC Daycare and thought that he was working  
10 for Robert Pierson. It's our contention that  
11 ABC Daycare has been inappropriately brought  
12 into this from something that really should  
13 never have tied a daycare in Maryland to  
14 building a lake house on Lake Keowee. In the  
15 very, very minimal connection of ABC to this  
16 house shouldn't bind the Hartford to someone  
17 falling off of the roof when Robert Pierson was  
18 down here building a home. And it would be our  
19 contention that to allow those kind of things  
20 could really allow people in the future -- and  
21 also the insurance company covering this had no  
22 for them not to be able to contemplate the  
23 difference in the coverages.

24 CHAIR: How do you combat Robert Pierson testifying  
25 that he was the facilities manager of ABC Inc.?



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1 MR. PADGETT: How do I combat it?

2 CHAIR: Yeah. I mean ---

3 MR. PADGETT: I think that that was mere -- a mere  
4 statement at the hearing that didn't really go  
5 with the record. If you look at it, what was  
6 the purpose of ABC having a facilitator  
7 building this house on Lake Keowee that he said  
8 he was going to rent out for a profit. His  
9 daughter was going to school down there. He's  
10 up in Maryland. To me it appears to be much  
11 more of a rental income deal, see your family,  
12 see your kids, and it really doesn't have any  
13 connection to ABC. And everything else, the  
14 appearance and logic of it, appears to show a  
15 very minimal if any connection to ABC, but  
16 certainly nothing that an insurance carrier was  
17 contemplating covering people working on a roof  
18 in South Carolina when they signed up for  
19 daycare in Maryland.

20 CHAIR: Do you know if your client picked up a  
21 premium on that facility?

22 MR. PADGETT: I'm not aware of them picking up any  
23 premium for that facility at the time of the  
24 injury.

25 CHAIR: Not at the time of the injury but during the



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1 policy period did they pick up any premium for  
2 that?

3 MR. PADGETT: I don't know if they picked up any  
4 later on. I do know that ---

5 CHAIR: They may or may not.

6 MR. PADGETT: Right. They may or may not have, I'm  
7 not certain of that off the top of my head.  
8 So, in conclusion, our response -- our position  
9 is that ABC is not appropriately connected to  
10 this case. They didn't -- Robert Pierson was  
11 not a direct employee of them at the time, and  
12 that if he is down there building it that they  
13 would not -- Robert Pierson Construction, with  
14 him being the owner, that they wouldn't have --  
15 they also may not have four employees at the  
16 time would be subject to the act. So, it's our  
17 position that The Hartford should not be  
18 responsible and that ABC should be dismissed  
19 from the case.

20 CHAIR: Any questions? Okay. Thank you. Mr.  
21 Keller.

22 MR. KELLER: May it please the Commission. To  
23 answer your question about the premium,  
24 obviously that's Hartford's remedy. Whether  
25 they collected one or not I don't know. But I



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1 do know this, this is in the record, Pierson  
2 who is a facilities manager of ABC care, which  
3 his wife is the executive director of, which he  
4 is on the Board of Directors of, which approved  
5 this project, went to their insurance agent in  
6 Maryland and told them exactly what they were  
7 going to do. And the insurance agent said, oh,  
8 you don't need comp insurance in South  
9 Carolina. That's the testimony of to the  
10 record. I think obviously he was extremely  
11 wrong. So Hartford -- you know, Hartford's  
12 remedy is to do like every other insurance  
13 company does, they go back and audit premiums  
14 -- or that audit payroll and then, you know,  
15 they'll charge a higher premium, and somebody  
16 probably has an ENO claim against the --  
17 against the guy in the -- in Maryland who told  
18 him they didn't need comp insurance. But  
19 here's the connection, it's way much more than  
20 a connection between Pierson.

21 MR. KELLER: As I told you, Pierson is the  
22 facilities -- paid facilities manager, he's an  
23 employee on salary of ABC Care. He is a  
24 nonvoting member of the Board of Directors of  
25 ABC Care. The piece of property was owned by



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1 ABC Care. The Board of Directors approved  
2 the project in South Carolina. Now he  
3 started out pay- -- he hired one guy, Chevez.  
4 He started and he still -- he and Chevez are  
5 like -- this is all in the record, I'm not  
6 going beyond the record. They are like  
7 brothers or whatever now because -- and he  
8 watches out for his family, gave him a truck.  
9 All this stuff after all of this. But  
10 anyway, that being neither here nor there.  
11 He was originally paying Chevez with checks  
12 from ABC Care, which is on the Bank of  
13 Maryland. Once they hired two more people he  
14 realized these guys weren't able to cash  
15 checks from the Bank of Maryland.. He also  
16 owns a company called Pierson Construction.  
17 He started paying these guys Pierson  
18 Construction checks because they're drawn on  
19 BB&T and they can cash them. He would then  
20 submit an invoice to the board of ABC Care  
21 and they would reimburse him dollar for  
22 dollar. He got a 1099, his testimony was, on  
23 his taxes that was a wa- -- it was -- it was  
24 shown as a wash. He didn't make any profit.  
25 He would pay -- let's say he paid \$10,000 in



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1 salary under Pierson Construction, ten -- the  
2 exact same amount came back. There was no  
3 profit. He was doing this solely for the  
4 benefit of ABC. I mean the connection to me  
5 is just -- is just so obvious I don't know  
6 where else we'd go. We've got the facilities  
7 manager of ABC Care -- and ABC Care was in  
8 the business partially of doing construction  
9 work. That's why he was their employee.  
10 What Hartford may or may not have done in  
11 determining a premium, whether it was premium  
12 fraud, whatever, I can't tell you any of  
13 that. I just know that very clearly the --  
14 well, let me back up the step. Because  
15 there's really only three possibilities. And  
16 that is if -- if this was ABC Care, Pierson,  
17 their employee hiring three employees, that's  
18 four or more; Hartford's hooked. If it's  
19 Pierson Construction, then Pearson's the owner  
20 and you've got -- he's got three employees,  
21 so there's no jurisdiction. If it's -- if  
22 Pierson doesn't have anything to do with it,  
23 whatever and these guys -- Chevez is a  
24 subcontractor, he's got two employees so  
25 there's no jurisdiction. So the only -- only



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1 possibility -- those are the only three  
2 possibilities. Either Pierson was an employee  
3 of ABC -- and I'm kind of speaking from the  
4 UEF side right now more than from the  
5 plaintiff sign, and I'll let him add to that  
6 because in this regard our interest are  
7 different.

8 COMMISSIONER JAMES: I'm going to back you up just  
9 a minute.

10 MR. KELLER: Yeah.

11 COMMISSIONER JAMES: You said you were going to  
12 back up.

13 MR. KELLER: Sure.

14 COMMISSIONER JAMES: The part that interests me,  
15 and there's a lot of case law, is when the  
16 owner -- and you said they were in the  
17 business of construction.

18 MR. KELLER: That was part of their business.

19 That's why they had a facilities manager ---

20 COMMISSIONER JAMES: The ABC?

21 MR. KELLER: --- Mr. Pierson.

22 COMMISSIONER JAMES: Okay. All right.

23 MR. KELLER: Right.

24 COMMISSIONER JAMES: I just want to make sure I  
25 heard you correctly.



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1 MR. KELLER: Yes, ma'am.

2 COMMISSIONER JAMES: Because there is a lot of ---

3 MR. KELLER: They -- they ---

4 COMMISSIONER JAMES: --- case law in the area ---

5 MR. KELLER: They did facilities work in Maryland.

6 This was -- and this was the first project  
7 they had done outside of Maryland. I can  
8 only tell you the testimony. The testimony  
9 is that the board decided -- well they had  
10 had a summer camp down here previously and  
11 they were paying out the wazoo for their  
12 employees to stay in a motel. And I -- I  
13 don't -- I -- you know, it's on Lake Keowee.  
14 You know, his wife, the executive director,  
15 were they going to come down here in the fall  
16 -- you know, I don't know. None of that is  
17 in the record. But we do know what is in the  
18 record is that they were going to build this  
19 building to -- to house these people in the  
20 summer because it was too expensive to put  
21 them in a motel. And the testimony is that  
22 their intent was they were going to use this  
23 as a springboard to then franchise this  
24 operation all up and down the east coast.  
25 That was their long term intent was to build



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1 -- to do this in a lot of places as a  
2 franchise where they had these summer camps,  
3 these day care summer camps. The ABC Care is  
4 basically a -- a nice day care facility.

5 Yes, sir.

6 CHAIR: And it's also Hartford had already covered  
7 employees in South ---

8 MR. KELLER: Right.

9 CHAIR: --- Carolina prior to this and had put the  
10 all states endorsement on the policy is what  
11 ---

12 MR. KELLER: I don't know if they covered anybody  
13 here or not. The all states endorsement is  
14 very specifically there. And if you read the  
15 policy, it says section three, which is all  
16 the Workers' Comp coverage, is applicable in  
17 all states except -- I got them listed on  
18 there, but South Carolina isn't one of those  
19 states. So -- and I cited a ton of case law  
20 going back to -- I mean going way back to  
21 Yeoman's and back there -- the big cases, the  
22 Nolan case that I had in the Court of Appeals  
23 and Supreme Court back in the '80s. And it  
24 talked about the all states endorsement from  
25 the opposite -- opposite direction, but --



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1 but it's very clear that if the insurance  
2 company writes a contract and they say they  
3 are going to cover you, they wrote it. So,  
4 you know, go -- they -- they didn't have to  
5 say they were going to cover people in all  
6 states except those five and not South  
7 Carolina, but they did say that they would.  
8 So our position is that Pierson was an  
9 employee. He was down here on the direction  
10 of the Board of Directors to build a  
11 building. As part of that he hired Chevez,  
12 who hired two more guys, that's four.  
13 Hartford was their insurance company with an  
14 all states endorsement. They either knew or  
15 should have known what was going on. It's  
16 not ABC's fault because they went to -- they  
17 actually went to the agent. So, if it's any  
18 other scenario other than that you've either  
19 got Pierson construction with three employees  
20 and there is no coverage, or you've got  
21 Chevez, who is a contractor with two  
22 employees, and there's no coverage. So,  
23 those are the -- those are the three  
24 scenarios. Mr. Ehlires may want to add  
25 something on behalf of the plaintiff since I



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1 am saying if it's not Hartford it's not  
2 covered at all. We would be adverse in that  
3 obviously.

4 MR. EHLIES: Thank you so much. I appreciate your  
5 time. The only thing I'd add is that the  
6 connection to South Carolina, the testimony  
7 was very clear that it was a business  
8 corporate decision to expand not only in  
9 South Carolina but other areas. This was the  
10 particular venue where the accident occurred  
11 of course. So it was a business decision to  
12 incorporate the construction of this facility  
13 as part of their long-range planning, which  
14 included in-house building and construction.  
15 The other thing is, I'm not sure I understood  
16 Mr. Keller but the all states provision  
17 included South Carolina. It was not  
18 excluded. And it may be my hearing is bad,  
19 but I want to make sure the commission knew  
20 that the all states provision within the  
21 Workers' Compensation policy by the Hartford  
22 included South Carolina.

23 MR. KELLER: It's actually quoted on -- in my  
24 brief, all states except North Dakota, Ohio,  
25 Washington, Wyoming. So, it's those four.



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1 Everything else is included except North  
2 Dakota, Ohio, Washington and Wyoming.

3 MR. EHLIES: I think it would be very unfair if we  
4 wound up without remedy.

5 CHAIR: Thank you, sir, I appreciate it. Any  
6 reply?

7 MR. PADGETT: I just have a few things in reply. I  
8 think a lot of issues in this are pretty  
9 clear. I think to say that ABC was paying  
10 out the wazoo to put up employees when I  
11 think they may be sent a couple people down  
12 for less than a week. So to buy \$100,000 a  
13 lot is a more economical argument? I don't  
14 know if I'm following that. But at the end  
15 of the day, and all the talk about the all  
16 states endorsements and everything, at the end  
17 of the day, ABC daycare was not doing -- they  
18 were not doing construction. He just said  
19 something about them being in the business of  
20 construction, I don't know what -- how many  
21 buildings ABC has built before this. I know  
22 that any of that has been submitted that they  
23 were build- -- that they were in the process  
24 of making buildings in Maryland. I think  
25 that's completely ---



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1 COMMISSIONER JAMES: And that is with the case law

2 ---

3 MR. PADGETT: --- inaccurate.

4 COMMISSIONER JAMES: --- what the -- you know,  
5 whether the owner that's having the work  
6 done, as to whether he's in the business of  
7 is a lot to do about amic- -- when Larson's  
8 also has a lot to say on that particular  
9 issue. But there's also something else in  
10 this that interest me. The Pierson  
11 Construction basically has no profit. They're  
12 just doing a dollar for dollar like it's a  
13 flow-through. Do you ha- -- is there  
14 anything else in the record that's contrary  
15 to that other than the -- that they did not  
16 make a profit on it, that they were paid  
17 exactly what they paid out to their  
18 employees?

19 MR. PADGETT: You saying the Pierson Construction?

20 COMMISSIONER JAMES: Uh-huh. That the paychecks  
21 written by them to the -- to the employees,  
22 and Mr. Rodriguez, and whatever they equaled  
23 they were reimbursed dollar for dollar by ABC  
24 Daycare. Is it in the record or do you -- or  
25 is there somewhere where you dispute it?



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1           Where they did not -- that Pierson didn't  
2           make any more money other than that, it's  
3           just a flow-through?

4   **MR. PADGETT:** You're saying do we have anything  
5           that shows that they -- that Pierson was  
6           making a profit on it?

7   **COMMISSIONER JAMES:** Yeah. Is it -- that's what  
8           I'm -- I'm just asking the question ---

9   **MR. PADGETT:** I would say that -- I mean there  
10           wasn't a -- they were building these three --  
11           and they were building these three homes in a  
12           residential area. And it shows in there that  
13           there will wasn't any commercial use in that  
14           area at all.

15   **COMMISSIONER JAMES:** No, I meant are they being  
16           paid -- were they being paid a draw -- were  
17           they being paid anything other than that  
18           dollar for dollar reimbursement?

19   **MR. PADGETT:** By ABC?

20   **COMMISSIONER JAMES:** Right.

21   **MR. PADGETT:** In other words, was Pierson making a  
22           profit ---

23   **COMMISSIONER JAMES:** Yes, yes.

24   **MR. PADGETT:** --- from his wife's company?

25   **COMMISSIONER JAMES:** Yeah.



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1 MR. PADGETT: I know that we have the exact figures  
2 from -- they ever produced the exact figures.  
3 And why you would need a 1099 if he was an  
4 employee, I guess -- if he was an employee of  
5 ABC, then why did he even need a 1099 as  
6 Pierson Construction? What could- ---

7 COMMISSIONER JAMES: I'm just trying to -- I  
8 remember when -- you know, when we were in  
9 corporations ----

10 MR. PADGETT: Yeah, yeah, yeah.

11 COMMISSIONER JAMES: --- if it acts like a duck,  
12 quacks like a duck, it's a duck. So I'm just  
13 trying to see -- I understand what you're  
14 saying, whose the payment is, where the 1099  
15 is; but, I'm just trying to see if there --  
16 if there was really a business here or if  
17 it's just -- and Mr. Keller alluded to the  
18 fact that there may have been -- it seems to  
19 me there may have been a banking issue and  
20 then that -- that may be the way the checks -  
21 - so I'm just asking for your take on what  
22 you think that the evidence shows.

23 MR. PADGETT: I don't have anything that shows he  
24 made a profit on it, but he also hasn't sold  
25 it or anything either. I mean he hasn't sold



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1 the house that he was building at the time.  
2 In other words, I don't have anything that  
3 shows that his wife was paying him more than  
4 he was paying out, but it's our contention he  
5 was clearly acting as the owner/operator of  
6 Pierson Construction building a home in a  
7 residential area, and that the connection with  
8 his wife's daycare is really nonexistent.  
9 But if anything, distant, and wouldn't bring  
10 their Workers' Comp. carrier into someone that  
11 was building the house there. I don't know  
12 how profitable his -- his venture was at that  
13 point, but I would certainly say that it's --  
14 it's -- the fact that he -- the way he was  
15 paying emplo- -- the way he was paying the  
16 people below him, that it should cert- --  
17 that even more shows that ABC wasn't really  
18 involved in it. Why wasn't ABC writing the  
19 checks to these employees if they were their  
20 employees?

21 COMMISSIONER JAMES: I understand. I'm just asking  
22 you to respond to Mr. Keller is what I'm  
23 asking.

24 MR. PADGETT: I understand.

25 CHAIR: Okay. Thank y'all. This time's expired,



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1 so. This concludes the hearing. Thank y'all  
2 for being here.

3 (There being nothing further, the hearing concluded  
4 at 2:44 p.m.)  
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CERTIFICATE

This is to certify that the within hearing consisting of twenty four (24) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on August 8, 2016.



M. Sean Cary  
Court Reporter

Notary Public for South Carolina  
My Commission Expires: January 29, 2023



**CREEL COURT REPORTING, INC.**  
1230 Richland Street / Columbia, SC 29201  
(803) 252-3445 / (800) 822-0896

# PICKENS County Permit Application

## Building Codes Dept.

222 McDaniel Ave., B-10, Pickens, S.C. 29671  
Building Codes Dept. Phone (864) 898-5950  
Building Codes Dept. Fax (864) 898-5795

## Owners Name/Address

SPALDING DON SAMUEL  
250 ASHLEY CIR

DANVILLE

CA 945264042

Street # 149 Street Dir Street Name LAKEWOOD StreetType LN No # City SUNSET Zip 29685000 Bldg Dept Site Address 149 Lake Wood Ln Sunset SC  
Verified By Minimum C/I/L Road Front Total Front Side Rear Side Corner Flood Plain Electric Service Provider Tax District  
Setbacks 0 20 0 7 10 0  
Reason for Permit One Family-New House CK# 2067  
BUKE  
Zone/Grid 1/2

Permit #  
13-0599

Account #  
R0044138

Parcel #  
4132-01-06-8130

Permit Date  
10/29/2013

Active/Inactive  
Active

Permit Type  
New House

Issued By  
lg

Permit Fee  
\$718.00

Property Type Septic Permit #  
2013070018

Contractor's Name OWNER BUILDER

Business Name

License No.

Reg. No.

Office Phone

Mobile Phone

Pager No.

Mailing Address OWNER BUILDER

E-mail

Valuation of Work \$185,120.00

Main Floor SF 1288

2nd Floor SF 1288

3rd Floor SF 0

Fin. Basement SF 0

Unfin Basement SF 1288

Garage/Carport SF 0

Bedrooms 4

Bathrooms 3

No. Fireplaces 0

Porches/Docks 400

Serial No. Width Length Color

0 0

Building Code's Inspector

Inspect. Date

Footer 10-30-13 MR

Slab 11-22-13 MR

Found Drainage 12-12-13 MR

Framing

TPP

Electrical

Swimming Pool

Manufactured Home

Final Inspection

MH Manufacturer Model Year Built

Signature of Contractor:

Signature of Owner/Agent:

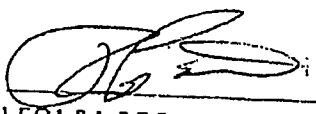
Date: 10-29-13

NOTE: JOB SITE MUST COMPLY WITH OSHA SAFETY STANDARDS.

I hereby certify that the statements in this application are true and correct and that the property owner has given permission for this work to proceed. I further certify that all provisions of laws, ordinances, and setbacks governing this type of work will be complied with whether specified herein or not. It is a violation of the codes to move in before you receive a Certificate of Occupancy.

NOTE: THIS PERMIT EXPIRES 6 MONTHS FROM DATE ISSUED. CONTACT OFFICE TO RENEW PERMIT

Rodriguez v Pierson  
APA 15 Page 0076

|                                                                                                                                            |                                                                                                                                                                    |                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>ROBERT T. PIERSON</b> 05/94<br><b>DBA: ROBERT T. PIERSON CONSTRUCTION</b><br>1820 VALHALLA DRIVE PH 410-751-7468<br>FINKSBURG, MD 21048 |                                                                                                                                                                    | 2095<br>65-330/550<br>24X22                                                                                     |
| PAY<br>TO THE<br>ORDER OF                                                                                                                  | DATE <u>Jan 3 2014</u><br><u>Ignacio Rodriguez</u><br><u>Three hundred eighty</u><br><b>BB&amp;T</b><br>BRANCH BANKING AND TRUST COMPANY<br>1-800-BANK BBT BBT.com | \$ <u>380</u><br>DOLLARS<br> |
| FOR _____<br>@00002095@ 05500330810005150464252@                                                                                           |                                                                                                                                                                    |                                                                                                                 |

Rodriguez v. Pierson  
 APA 14-0075

A

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056  
CHANGE NUMBER: 002

ROUTING INSTRUCTIONS

\_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

A1



56  
80  
CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

ENDT NO: 02

ENDT EFF DATE: 10-01-13

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056  
HOUSING CODE: SA

01 RENEWAL

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-13 TO 10-01-14

PRODUCER'S CODE: 721148

PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610

PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN

BASIC BROAD FORM GENERATED

BEST IND = 04

AUDIT (4)

MARKET SEG ID #: 940

POLICY SIC CODE: 8351

INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: ENDT  
POLICY FACE SHEET  
09-18-13 30 WEC CK8056

CNTL#:003  
TERMINAL ID: R001V9HA  
(10-01-14)

A2



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGE IN INFORMATION PAGE**

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

NCCI Company Number: 30147

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 10/01/13

POLICY EXPIRATION DATE: 10/01/14

Policy Number: 30 WEC CK8056

Endorsement Number: 02

HOUSING CODE: SA

Effective Date: 10/01/13

Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD

FINKSBURG, MD 21048

FEIN Number: 521655496

PRO RATA FACTOR: 1.000

PRODUCER NAME: J E OATES AND SON INSURANCE INC

PRODUCER CODE: 721148

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS AGREED THAT:

POLICY IS AMENDED TO DELETE LOCATION 14 FOR INSD 01 FOR ST 19

LOC READS: 2702 BACK ACRE CIR

MOUNT AIRY, MD 21771

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.

Process Date: 09/18/13

Page 1

Policy Expiration Date: 10/01/14

A3

# CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 30 WEC CK8056

## SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

| CLASS CODE NUMBER<br>AND DESCRIPTION                       | ESTIMATED<br>TOTAL ANNUAL<br>REMUNERATION | RATES<br>PER 100 OF<br>REMUNERATION | ESTIMATED<br>ANNUAL<br>PREMIUMS |
|------------------------------------------------------------|-------------------------------------------|-------------------------------------|---------------------------------|
| TOTAL CLASS PREMIUM                                        |                                           |                                     | 14,180                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 14,180                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .890                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 12,620                          |
| MD-SCHEDULE MODIFICATION (0.920) (9887)                    |                                           |                                     | -1,010                          |
| PREMIUM ADJUSTED BY SCHEDULE MODIFICATION                  |                                           |                                     | 11,610                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 11,610                          |
| PREMIUM DISCOUNT 2.0 PERCENT                               |                                           |                                     | -232                            |
| EXPENSE CONSTANT (0900)                                    |                                           |                                     | 180                             |
| TERRORISM (9740)                                           | 1,212,000                                 | .050                                | 606                             |
| CATASTROPHE (9741)                                         | 1,212,000                                 | .020                                | 242                             |
| TOTAL ESTIMATED ANNUAL PREMIUM - MD                        |                                           |                                     | 12,406                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 14,180                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .890                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 12,620                          |
| SCHEDULE MODIFICATION                                      |                                           |                                     | -1,010                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 11,610                          |
| PREMIUM DISCOUNT 2.0 PERCENT                               |                                           |                                     | -232                            |
| EXPENSE CONSTANT 0900                                      |                                           |                                     | 180                             |
| TERRORISM (9740)                                           |                                           |                                     | 606                             |
| CATASTROPHE (9741)                                         |                                           |                                     | 242                             |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |                                           |                                     | 12,406                          |

PRODUCER'S FACT. SHEET

NAMED INSURED:  
ABC CARE, INC

POLICY NO: 30WEC CK8056

PRODUCER'S NAME:  
J E OATES AND SON INSURANCE INC

PRODUCER'S CODE: 721148

POLICY EFF DATE: 10/01/13

POLICY EXP DATE: 10/01/14

ACCOUNT NUMBER: 12071610

PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT

TRANSACTION TYPE: ENDORSEMENT ENDT NO: 02 TRANS EFF DATE: 10/01/13

HOUSING CODE: SA

ESTIMATED ENDORSEMENT PREMIUM: NON PREMIUM BEARING

FORMS

TITLE

WC 99 00 06A CHANGE IN INFORMATION PAGE

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R001V9HA

PRODUCER'S FACT SHEET PAGE 1

09-18-13 30 WEC CK8056 (10-01-14)

A5

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056  
CHANGE NUMBER: 001

ROUTING INSTRUCTIONS

\_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

A6

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WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

ENDT NO: 01  
ENDT EFF DATE: 10-01-13

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056 01 RENEWAL  
HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-13 TO 10-01-14

PRODUCER'S CODE: 721148  
PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610  
PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN  
BASIC BROAD FORM GENERATED  
BEST IND = 04

AUDIT (4)

MARKET SEG ID #: 940  
POLICY SIC CODE: 8351  
INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: ENDT CNTL#:002  
POLICY FACE SHEET TERMINAL ID: R054VD8A  
08-22-13 30 WEC CK8056 (10-01-14)

A7



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CHANGE IN INFORMATION PAGE

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

NCCI Company Number: 30147

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 10/01/13

POLICY EXPIRATION DATE: 10/01/14

Policy Number: 30 WEC CK8056

Endorsement Number: 01 HOUSING CODE: SA

Effective Date: 10/01/13 Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD

FINKSBURG, MD 21048

FEIN Number: 521655496

PRO RATA FACTOR: 1.000

PRODUCER NAME: J E OATES AND SON INSURANCE INC

PRODUCER CODE: 721148

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF A RETURN PREMIUM OF

\$977 IT IS AGREED THAT:

(A) POLICY IS AMENDED TO ADD SCHEDULE RATING OF  
TO STATE 19

0.920

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT  
ISSUE: WC000406

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.  
Process Date: 08/22/13

Page 1 (CONTINUED ON NEXT PAGE)  
Policy Expiration Date: 10/01/14

A8

# CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 30 WEC CK8056

## SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

| CLASS CODE NUMBER<br>AND DESCRIPTION                       | ESTIMATED<br>TOTAL ANNUAL<br>REMUNERATION | RATES<br>PER 100 OF<br>REMUNERATION | ESTIMATED<br>ANNUAL<br>PREMIUMS |
|------------------------------------------------------------|-------------------------------------------|-------------------------------------|---------------------------------|
| (A)                                                        |                                           |                                     |                                 |
| TOTAL CLASS PREMIUM                                        |                                           |                                     | 14,180                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 14,180                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .890                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 12,620                          |
| MD-SCHEDULE MODIFICATION (0.920) (9887)                    |                                           |                                     | -1,010                          |
| PREMIUM ADJUSTED BY SCHEDULE MODIFICATION                  |                                           |                                     | 11,610                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 11,610                          |
| PREMIUM DISCOUNT 2.0 PERCENT                               |                                           |                                     | -232                            |
| EXPENSE CONSTANT (0900)                                    |                                           |                                     | 180                             |
| TERRORISM (9740)                                           | 1,212,000                                 | .050                                | 606                             |
| CATASTROPHE (9741)                                         | 1,212,000                                 | .020                                | 242                             |
| TOTAL ESTIMATED ANNUAL PREMIUM - MD                        |                                           |                                     | 12,406                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 14,180                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .890                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 12,620                          |
| SCHEDULE MODIFICATION                                      |                                           |                                     | -1,010                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 11,610                          |
| PREMIUM DISCOUNT 2.0 PERCENT                               |                                           |                                     | -232                            |
| EXPENSE CONSTANT 0900                                      |                                           |                                     | 180                             |
| TERRORISM (9740)                                           |                                           |                                     | 606                             |
| CATASTROPHE (9741)                                         |                                           |                                     | 242                             |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |                                           |                                     | 12,406                          |
| ESTIMATED ANNUAL RETURN ENDORSEMENT PREMIUM                |                                           |                                     | 977                             |





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PREMIUM DISCOUNT ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:** 01

**Effective Date:** 10/01/13

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

### **SCHEDULE**

| <b>State</b> | <b>First<br/>\$5,000</b> | <b>Next<br/>\$95,000</b> | <b>Next<br/>\$400,000</b> | <b>Balance</b> |
|--------------|--------------------------|--------------------------|---------------------------|----------------|
| MD           | 00.0%                    | 3.5%                     | 5.0%                      | 7.0%           |

**Other Policy Numbers:**

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 00 04 06 T Printed in U.S.A.

Process Date: 08/22/13

Policy Expiration Date: 10/01/14

A10

PRODUCER'S FACT SHEET

NAMED INSURED:  
ABC CARE, INC

POLICY NO: 30WEC CK8056

PRODUCER'S NAME:  
J E OATES AND SON INSURANCE INC

PRODUCER'S CODE: 721148

POLICY EFF DATE: 10/01/13

POLICY EXP DATE: 10/01/14

ACCOUNT NUMBER: 12071610

PAYOR: INSURED

BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT

TRANSACTION TYPE: ENDORSEMENT

ENDT NO: 01

TRANS EFF DATE: 10/01/13

HOUSING CODE: SA

ESTIMATED ENDORSEMENT PREMIUM:

\$977.00 RP

| LOB   | ENDORSEMENT     | PREMIUM    | BREAKDOWN  |
|-------|-----------------|------------|------------|
|       | EST ANN PREMIUM | COMMISSION | PERCENTAGE |
| WC    | \$1,010.00-     | RP         | 9.0        |
| WC    | \$33.00         | AP         | .0         |
| TOTAL | \$977.00-       | RP         |            |

FORMS

TITLE

WC 99 00 06A  
WC 00 04 06

CHANGE IN INFORMATION PAGE  
PREMIUM DISCOUNT ENDORSEMENT

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R054VD8A

PRODUCER'S FACT SHEET

PAGE 1

08-22-13 30 WEC CK8056 (10-01-14)

A11

REGIONAL OFFICE INSTRUCTION SHEET

ROUTING INSTRUCTIONS

POLICY NUMBER: 30 WEC CK8056

\_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

---

A12

56  
80  
CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056 01 RENEWAL  
HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:  
  
THE NAMED INSURED IS:  
CORPORATION

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

2. POLICY PERIOD: 10-01-13 TO 10-01-14

PRODUCER'S CODE: 721148  
PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610  
PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN  
BASIC BROAD FORM GENERATED  
BEST IND = 04

AUDIT (4)

MARKET SEG ID #: 940  
POLICY SIC CODE: 8351  
INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: RENL CNTL#:001  
POLICY FACE SHEET TERMINAL ID: TCPC2032  
08-01-13 30 WEC CK8056 (10-01-14)

A13

56 (Policy Provisions: WC 00 00 00 B)

80

CK

# **INFORMATION PAGE**

## **WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**NCCI Company Number:**

30147

**Company Code:** P



**POLICY NUMBER:**

30 WEC CK8056

**Previous Policy Number:**

30 WEC CK8056

**HOUSING CODE:** SA

1. **Named Insured and Mailing Address:** ABC CARE, INC  
(No., Street, Town, State, Zip Code)

**FEIN Number:** 521655496

2815 PATAPSCO RD  
FINKSBURG, MD 21048

**State Identification Number(s):**

| Suffix |         |
|--------|---------|
| LARS   | RENEWAL |
|        | 01      |

**The Named Insured is:** CORPORATION

**Business of Named Insured:** DAY CARE CENTER - SPECTRUM LIA

**Other workplaces not shown above:** SEE ATTACHED SCHEDULES

2. **Policy Period:** From 10/01/13 To 10/01/14  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** J E OATES AND SON INSURANCE INC

1301 YORK ROAD SUITE 702  
LUTHERVILLE, MD 21093

**Producer's Code:** 721148

**Issuing Office:** THE HARTFORD

8711 UNIVERSITY EAST DRIVE  
CHARLOTTE NC 28213  
(877) 853-2582

**Total Estimated Annual Premium:** \$13,383

**Deposit Premium:**

**Policy Minimum Premium:** \$279 MD

**Audit Period:** ANNUAL

**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

Date

Form WC 00 00 01 A (1) Printed in U.S.A.  
Process Date: 08/01/13

Page 1 (Continued on next page)  
Policy Expiration Date: 10/01/14

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**INFORMATION PAGE (Continued)**

**Policy Number:** 30 WEC CK8056

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: MD

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

|                           |           |               |
|---------------------------|-----------|---------------|
| Bodily injury by Accident | \$100,000 | each accident |
| Bodily injury by Disease  | \$500,000 | policy limit  |
| Bodily injury by Disease  | \$100,000 | each employee |

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND  
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 99 00 05 WC 00 04 06 WC 00 04 21C WC 00 04 22A WC 99 03 02B  
WC 99 03 66 WC 00 04 14 WC 00 04 19 WC 19 06 01E WC 99 03 58B

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

| Classifications<br>Code Number and<br>Description | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|---------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
|---------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|

(SEE ATTACHED SCHEDULES)

|                                                            |           |      |        |
|------------------------------------------------------------|-----------|------|--------|
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |           |      | 14,180 |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |           |      | .890   |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |           |      | 12,620 |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |           |      | 12,620 |
| PREMIUM DISCOUNT 2.1 PERCENT                               |           |      | -265   |
| EXPENSE CONSTANT (0900)                                    |           |      | 180    |
| TERRORISM (9740)                                           | 1,212,000 | .050 | 606    |
| CATASTROPHE (9741)                                         | 1,212,000 | .020 | 242    |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |           |      | 13,383 |

**Total Estimated Annual Premium:** \$13,383

**Deposit Premium:**

**Policy Minimum Premium:** \$279 MD

**Interstate/Intrastate Identification Number:** / 190093123

**Labor Contractors Policy Number:**

**NAICS:**  
**SIC:** 8351

**Form WC 00 00 01 A (1) Printed in U.S.A.**  
**Process Date:** 08/01/13

**Page 2**  
**Policy Expiration Date:** 10/01/14

**A15**

## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-01

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.  
**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG MD 21048

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000005

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | 1,212,000                                                  | 1.17                                  | 14,180                         |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-02

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC

811 UNION RD

WESTMINSTER

MD 21158

NAICS:

SIC: 8351

NO. OF EMPL: 000003

FEIN: 521655496

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-03

**Effective Date:** 10/01/13 **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

1021 JOHNSVILLE RD.

SYKESVILLE MD 21784

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056    **Schedule Number:** 01-19-04

**Effective Date:** 10/01/13    Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

3838 SKYSVILLE RD

SYKESVILLE

MD 21784

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-05

**Effective Date:** 10/01/13 **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
6315 FREEDOM AVE  
SYKESVILLE

MD 21784

**NAICS:**

**FEIN:** 521655496

**UIN:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                           | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|---------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                             | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER -- ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05

(1) Printed in U.S.A.

Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056    **Schedule Number:** 01-19-06

**Effective Date:** 10/01/13    Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

1100 GIST RD

WESTMINSTER

MD 21157

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496    **UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05    (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-07

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
3719 LITTLESTOWN PIKE  
WESTMINSTER MD 21158

FEIN: 521655496

UIN:

NAICS:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-08

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
63 SCAREDHEART LN  
GLYNDON

MD 21071

FEIN: 521655496

UIN:

NAICS:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-09

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC

45 MONROE ST

WESTMINSTER

MD 21157

FEIN: 521655496

UIN:

NAICS:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-10

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
202 WATERVILLE RD  
MOUNT AIRY

MD 21771

FEIN: 521655496

UIN:

NAICS:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05

(1) Printed in U.S.A.

Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-11

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.  
**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
1738 OLD TANEYTOWN RD  
WESTMINSTER MD 21158

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-12

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
405 N MAIN STREET  
MT. AIRY MD 21771

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

**Policy Expiration Date:** 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS. CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-13

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
4401 SALEM BOTTOM RD  
WESTMINSTER MD 21157

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

A28



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-14

**Effective Date:** 10/01/13 **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
2702 BACK ACRE CIR  
MOUNT AIRY MD 21771

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

A29



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-15

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
DEER PARK 2205 SYKESVILLE RD.  
WESTMINSTER MD 21157

**FEIN:** 521655496 **UIN:** **NAICS:** **SIC:** 8351 **NO. OF EMPL:** 000003

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-16

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC

5320 ENTERPRISE STREET

ELDERSBURG MD 21784

FEIN: 521655496

UIN:

NAICS:

SIC:

NO. OF EMPL:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |
| TOTAL CLASS PREMIUM                                                                        |                                                            |                                       | 14,180                         |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION                                           |                                                            |                                       | 14,180                         |
| MD - INTRA EXPERIENCE MODIFICATION 190093123                                               |                                                            |                                       | .890                           |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION                                 |                                                            |                                       | 12,620                         |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                                                    |                                                            |                                       | 12,620                         |
| PREMIUM DISCOUNT 2.1 PERCENT                                                               |                                                            |                                       | -265                           |
| EXPENSE CONSTANT (0900)                                                                    |                                                            |                                       | 180                            |
| TERRORISM (9740)                                                                           | 1,212,000                                                  | .050                                  | 606                            |
| CATASTROPHE (9741)                                                                         | 1,212,000                                                  | .020                                  | 242                            |
| TOTAL ESTIMATED ANNUAL PREMIUM                                                             |                                                            |                                       | 13,383                         |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

A31



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PREMIUM DISCOUNT ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

### **SCHEDULE**

| <b>State</b> | <b>First<br/>\$5,000</b> | <b>Next<br/>\$95,000</b> | <b>Next<br/>\$400,000</b> | <b>Balance</b> |
|--------------|--------------------------|--------------------------|---------------------------|----------------|
| MD           | 00.0%                    | 3.5%                     | 5.0%                      | 7.0%           |

**Other Policy Numbers:**

Countersigned by \_\_\_\_\_  
Authorized Representative

Form WC 00 04 06 T Printed in U.S.A.  
Process Date: 08/01/13

**Policy Expiration Date:** 10/01/14

**A32**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)  
PREMIUM ENDORSEMENT**

**Policy Number:** 30.WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- o Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- o Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- o Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk

Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- o Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

**State**

**Rate**

**Premium**

Form WC 00 04 21 C Printed in U.S.A.  
Process Date: 08/01/13

**Policy Expiration Date:** 10/01/14      **A33**





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

**State**

**Rate**

**Premium**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMIUM DUE DATE ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Section D of Part Five of the policy is replaced by this provision:

**PART FIVE  
PREMIUM**

**D. Premium is amended to read:**

You will pay all premium when due. You will pay the premium even if part or all of a workers

compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 00.04 19 Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14      A36



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WORKERS' COMPENSATION BROAD FORM ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

| <u>SUBJECT</u>                                                                                     | <u>INDEX</u> | <u>PAGE</u> |
|----------------------------------------------------------------------------------------------------|--------------|-------------|
| <b>SECTION I</b>                                                                                   |              | 2           |
| <b>PARTS ONE and TWO</b>                                                                           |              | 2           |
| 01 We Will Also Pay                                                                                |              | 2           |
| <b>PART - THREE</b>                                                                                |              | 2           |
| 02 How This Insurance Works                                                                        |              | 2           |
| <b>PART - SIX</b>                                                                                  |              | 2           |
| 03 Transfer of Your Rights and Duties                                                              |              | 2           |
| 04 Liberalization                                                                                  |              | 2           |
| <b>SECTION II</b>                                                                                  |              | 2           |
| <b>VOLUNTARY COMPENSATION INSURANCE</b>                                                            |              | 2           |
| 05 Voluntary Compensation Insurance                                                                |              | 2           |
| A. How This Insurance Applies                                                                      |              | 2           |
| B. We will Pay                                                                                     |              | 3           |
| C. Exclusions                                                                                      |              | 3           |
| D. Before We Pay                                                                                   |              | 3           |
| E. Recovery From Others                                                                            |              | 3           |
| F. Employers' Liability Insurance                                                                  |              | 3           |
| <b>EMPLOYERS' LIABILITY STOP GAP COVERAGE</b>                                                      |              | 3           |
| 06 Employers' Liability Stop Gap Coverage                                                          |              | 3           |
| A. Stop Gap Coverage Limited Montana, North Dakota, Ohio, Washington,<br>West Virginia and Wyoming |              | 3           |
| B. Part One does not Apply                                                                         |              | 3           |
| C. Application of Coverage                                                                         |              | 3           |
| D. Additional Exclusions                                                                           |              | 3           |
| E. West Virginia                                                                                   |              | 3           |
| <b>SECTION III</b>                                                                                 |              | 4           |
| 07 Schedule of Covered States                                                                      |              | 4           |

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

**D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and**

**E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE)** is replaced by the following:

##### **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance**

**Applies of Part 3 (Other States Insurance)** is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

**C. Transfer Of Your Rights and Duties of Part 6 (Conditions)** is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### **A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment.

The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### **B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### **C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### **D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### **F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

#### **EMPLOYERS' LIABILITY STOP GAP COVERAGE**

##### **6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. Exclusions is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.

13. bodily injury sustained by any member of the flying crew of any aircraft.

14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

### SECTION III

#### 7. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

MD

Countersigned by \_\_\_\_\_

Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT TO WORKERS' COMPENSATION BROAD FORM  
ENDORSEMENT- EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement changes the Workers'  
Compensation Broad Form Endorsement -  
Employers' Liability Stop Gap Coverage

A. This coverage only applies in North Dakota,  
Ohio, Washington, and Wyoming

6. Employers' Liability Stop Gap Coverage

E. This paragraph is removed.





## EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Item 1 of the Information Page is completed to include other workplaces of the named insured:

|                              |             |    |       |    |
|------------------------------|-------------|----|-------|----|
| 2815 PATAPSCO RD             | FINKSBURG   | MD | 21048 | MD |
| 811 UNION RD                 | WESTMINSTER | MD | 21158 | MD |
| 1021 JOHNSVILLE RD           | SYKESVILLE  | MD | 21784 | MD |
| 3838 SKYSVILLE RD            | SYKESVILLE  | MD | 21784 | MD |
| 6315 FREEDOM AVE             | SYKESVILLE  | MD | 21784 | MD |
| 1100 GIST RD                 | WESTMINSTER | MD | 21157 | MD |
| 3719 LITTLESTOWN PIKE        | WESTMINSTER | MD | 21158 | MD |
| 63 SCAREDHEART LN            | GLYNDON     | MD | 21071 | MD |
| 45 MONROE ST                 | WESTMINSTER | MD | 21157 | MD |
| 202 WATERVILLE RD            | MOUNT AIRY  | MD | 21771 | MD |
| 1738 OLD TANEYTOWN RD        | WESTMINSTER | MD | 21158 | MD |
| 405 N MAIN STREET            | MT. AIRY    | MD | 21771 | MD |
| 4401 SALEM BOTTOM RD         | WESTMINSTER | MD | 21157 | MD |
| 2702 BACK ACRE CIR           | MOUNT AIRY  | MD | 21771 | MD |
| DEER PARK 2205 SYKESVILLE RD | WESTMINSTER | MD | 21157 | MD |
| 5320 ENTERPRISE STREET       | ELDERSBURG  | MD | 21784 | MD |

Form WC 99 03 66 Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

A42



**Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates**  
(herein called "we, our, and us")

*This Privacy Policy applies to our United States Operations*

We value your trust. We are committed to the responsible:

- a) management;
- b) use; and
- c) protection;

of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
- b) market our services;

to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;
- d) administrators; and
- e) service providers;

who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
  - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

**Personal Information** that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give **You** a copy of our current Privacy Policy.

We will also give **You** a copy of our current Privacy Policy once a year if **You** maintain a continuing business relationship with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

*As used in this Privacy Notice:*

**Application** means your request for our product or service.

**Personal Financial Information** means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

**Personal Health Information** means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

**Personal Information** means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

**Transaction** means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

**You** means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
  - b) applying for; or
  - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Archway 60 R, LLC; Business Management Group, Inc.; Catalyst360, LLC; Champlain Life Reinsurance Company; DMS R, LLC; Eloy R, LLC; Ersatz Corporation; First State Insurance Company; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; Hartford Equity Sales Company, Inc.; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Investment Financial Services, LLC; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life Private Placement, LLC; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Mezzanine Investors I, LLC; Hartford Residual Market, L.L.C.; Hartford Retirement Services, LLC; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters Insurance Company; Hartford Technology Services Company, L.L.C.; Hartford of Texas General Agency, Inc.; Hartford Underwriters General Agency, Inc.; HARTRE Company, L.L.C.; HL Investment Advisors, LLC; HLA LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex Class B, LLC; M-CAP Insurance Agency, LLC; New England Insurance Company; New England Reinsurance Corporation; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Property and Casualty Insurance Company of Hartford; Revere R, LLC; RVR R, LLC; Sentinel Insurance Company, Ltd.; Sunstone R, LLC; Symphony R, LLC; The Evergreen Group Incorporated; The Hartford Alternative Strategies Fund; The Hartford Mutual Funds, Inc.; The Hartford Mutual Funds II, Inc.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company; White River Life Reinsurance Company.



## Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

**1-800-327-3636**

Available 24 hours a day, 365 days a year.

### The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

### The Effect of Timely Reporting on Controlling the Cost of Your Loss:

| Average Loss for Closed Claims<br>(Accident Years 2002-2005) |                                                               |
|--------------------------------------------------------------|---------------------------------------------------------------|
| Report Lag in Days                                           | Percent Change in Loss Costs<br>Compared to First Week Report |
| Incident Day                                                 | -6%                                                           |
| Week 1                                                       | 0%                                                            |
| Week 2                                                       | 13%                                                           |
| Week 3 or 4                                                  | 16%                                                           |
| 1 Month or Later                                             | 24%                                                           |

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

#### Information You'll Need

##### Company Information

- o Account Number
- o Location Code (if applicable)
- o Parent Company (or program name)
- o Policy Number

##### Worker Information

- o Name, DOB, Address, Phone
- o Social Security Number
- o Age, Gender
- o Marital Status, Number of Dependents
- o Hire Date, Years in Current Position
- o Wage Information

##### Incident Information

- o Type of injury (burn, cut, etc.)?
- o Exact body part injured?
- o What caused the accident?
- o Any reason to question the injury?
- o Any witnesses?
- o Address where injury occurred?
- o Where was the injured employee treated?  
(Provide name, address, phone of medical provider.)
- o When was the accident reported to you and by whom (date, time)?

#### Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at [www.talispoint.com/hartext](http://www.talispoint.com/hartext) or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.

PRODUCER'S FACT SHEET

NAMED INSURED: ABC CARE, INC POLICY NO: 30WEC CK8056  
 PRODUCER'S NAME: J E OATES AND SON INSURANCE INC PRODUCER'S CODE: 721148  
 POLICY EFF DATE: 10/01/13 POLICY EXP DATE: 10/01/14  
 ACCOUNT NUMBER: 12071610  
 PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT  
 TRANSACTION TYPE: RENEWAL  
 HOUSING CODE: SA  
 TOTAL ESTIMATED ANNUAL PREMIUM: \$13,383.00

| COMMISSION BREAKDOWN |                 |            |            |
|----------------------|-----------------|------------|------------|
| LOB                  | EST ANN PREMIUM | COMMISSION | PERCENTAGE |
| WC                   | \$12,620.00     |            | 9.0        |
| WC                   | \$583.00        |            | .0         |
| EXPENSE CONSTANT     | \$180.00        |            | .0         |
| TOTAL                | \$13,383.00     |            |            |

| FORMS        | TITLE                                                                                              |
|--------------|----------------------------------------------------------------------------------------------------|
| WC 00 00 01A | INFORMATION PAGE                                                                                   |
| WC 99 00 05  | SCHEDULE OF OPERATIONS                                                                             |
| WC 00 04 06  | PREMIUM DISCOUNT ENDORSEMENT                                                                       |
| WC 00 04 21C | CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT                           |
| WC 00 04 22A | TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT                        |
| WC 99 03 02B | WORKERS COMPENSATION BROAD FORM ENDORSEMENT                                                        |
| WC 99 03 66  | EXTENSION OF THE INFO.PAGE-ITEM 1 - OTHER WORKPLACES                                               |
| WC 00 04 14  | NOTIFICATION OF CHANGE IN OWNERSHIP                                                                |
| WC 00 04 19  | PREMIUM DUE DATE ENDORSEMENT                                                                       |
| WC 19 06 01E | MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT                                                   |
| WC 99 03 58B | AMENDMENT TO WORKERS' COMPENSATION BROAD FORM ENDORSEMENT - EMPLOYERS' LIABILITY STOP GAP COVERAGE |
| G-3418-0     | PRODUCER COMPENSATION NOTICE                                                                       |
| G-3058-1     | POLICY ADJUSTMENT NOTICE                                                                           |
| G-3251-0     | IMPORTANT NOTICE TO MARYLAND POLICYHOLDERS                                                         |
| WC 66 03 30E | PRIVACY POLICY AND PRACTICES OF THE HARTFORD                                                       |
| WC 66 03 37F | IMPORTANT NOTICE TO POLICYHOLDERS - TERRORISM RISK INSURANCE ACT                                   |
| WC 66 03 84  | REPORTING A WORK-RELATED INJURY IS TIME SENSITIVE!                                                 |
| 100722       | INSURANCE POLICY BILLING INFORMATION                                                               |
| 97485-14     | AN IMPORTANT MESSAGE TO WORKERS' COMPENSATION POLICYHOLDERS                                        |
| 98456-4      | MAINTAINING YOUR PAYROLL RECORDS FOR AUDIT PURPOSES                                                |

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: TCPC2032  
 PRODUCER'S FACT SHEET PAGE 1

08-01-13 30 WEC CK8056 (10-01-14)

3

REGIONAL OFFICE INSTRUCTION SHEET

ROUTING INSTRUCTIONS

POLICY NUMBER: 30 WEC CK8056

\_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B1

56  
80  
CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056 02 RENEWAL  
HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-14 TO 10-01-15

PRODUCER'S CODE: 721148  
PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610  
PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN  
BASIC BROAD FORM GENERATED  
BEST IND = 04

AUDIT (4)  
MARKET SEG ID #: 940  
POLICY SIC CODE: 8351  
INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: RENL CNTL#:001  
POLICY FACE SHEET  
08-03-14 30 WEC CK8056 (10-01-15)

B2



56 (Policy Provisions: WC 00 00 00 B)

80

CK

**INFORMATION PAGE**

**WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**NCCI Company Number:**

30147

**Company Code:** P



**POLICY NUMBER:**

30 WEC CK8056

**Previous Policy Number:**

30 WEC CK8056

**HOUSING CODE:** SA

1. **Named Insured and Mailing Address:** ABC CARE, INC  
(No., Street, Town, State, Zip Code)

**FEIN Number:** 521655496

2815 PATAPSCO RD  
FINKSBURG, MD 21048

**State Identification Number(s):**

**The Named Insured is:** CORPORATION

**Business of Named Insured:** DAY CARE CENTER - SPECTRUM LIA

**Other workplaces not shown above:** SEE ATTACHED SCHEDULES

2. **Policy Period:** From 10/01/14 To 10/01/15  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** J E OATES AND SON INSURANCE INC

1301 YORK ROAD SUITE 702  
LUTHERVILLE, MD 21093

**Producer's Code:** 721148

**Issuing Office:** THE HARTFORD

8711 UNIVERSITY EAST DRIVE  
CHARLOTTE NC 28213  
(877) 853-2582

**Total Estimated Annual Premium:** \$13,912

**Deposit Premium:**

**Policy Minimum Premium:** \$292 MD

**Audit Period:** ANNUAL

**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

Date

Form WC 00 00 01 A (1) Printed in U.S.A.  
Process Date: 08/03/14

Page 1 (Continued on next page)  
Policy Expiration Date: 10/01/15

B3

**INFORMATION PAGE (Continued)**

**Policy Number: 30 WEC CK8056**

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: MD

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

|                                  |                  |                      |
|----------------------------------|------------------|----------------------|
| <b>Bodily injury by Accident</b> | <b>\$100,000</b> | <b>each accident</b> |
| <b>Bodily injury by Disease</b>  | <b>\$500,000</b> | <b>policy limit</b>  |
| <b>Bodily injury by Disease</b>  | <b>\$100,000</b> | <b>each employee</b> |

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND  
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 99 00 05 WC 00 04 06 WC 00 01 14 WC 00 04 21C WC 00 04 22A  
SEE ENDT

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

| Classifications<br>Code Number and<br>Description | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|---------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                   | Total Estimated<br>Annual<br>Remuneration |                                       |                                |

(SEE ATTACHED SCHEDULES)

|                                                            |           |      |        |
|------------------------------------------------------------|-----------|------|--------|
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |           |      | 16,430 |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |           |      | .870   |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |           |      | 14,294 |
| MD - SCHEDULE MODIFICATION (0.920) (9887)                  |           |      | -1,144 |
| PREMIUM ADJUSTED BY SCHEDULE MODIFICATION                  |           |      | 13,150 |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |           |      | 13,150 |
| PREMIUM DISCOUNT 2.2 PERCENT                               |           |      | -289   |
| EXPENSE CONSTANT (0900)                                    |           |      | 180    |
| TERRORISM (9740)                                           | 1,244,700 | .050 | 622    |
| CATASTROPHE (9741)                                         | 1,244,700 | .020 | 249    |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |           |      | 13,912 |

**Total Estimated Annual Premium:** \$13,912

**Deposit Premium:**

**Policy Minimum Premium:** \$292 MD

**Interstate/Intrastate Identification Number:** / 190093123

**NAICS:**  
**SIC:** 8351

**Labor Contractors Policy Number:**

**Form WC 00 00 01 A (1) Printed in U.S.A.**  
**Process Date:** 08/03/14

**Page 2.**  
**Policy Expiration Date:** 10/01/15

B4



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-01

**Effective Date:** 10/01/14 **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG MD 21048

**NAICS:**

**FEIN:** 521655496

**UIN:**

**SIC:** 8351

**NO. OF EMPL:** 000005

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | 1,244,700                                 | 1.32                                  | 16,430                         |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B5



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-02

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
811 UNION RD  
WESTMINSTER MD 21158

FEIN: 521655496 UIN: NAICS: SIC: 8351 NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_ Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-03

**Effective Date:** 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
1021 JOHNSVILLE RD  
SYKESVILLE MD 21784

**NAICS:**

**FEIN:** 521655496

**UIN:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_ Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-04

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
3838 SKYSVILLE RD  
SYKESVILLE MD 21784

FEIN: 521655496 UIN: NAICS: SIC: 8351 NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_ Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-05

**Effective Date:** 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
6315 FREEDOM AVE  
SYKESVILLE MD 21784

**NAICS:**

**FEIN:** 521655496

**UIN:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B9



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-06

**Effective Date:** 10/01/14 **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
1100 GIST RD  
WESTMINSTER MD 21157

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B10



## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS. CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-07

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
3719 LITTLESTOWN PIKE  
WESTMINSTER MD 21158

FEIN: 521655496

UIN:

NAICS:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B11



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-08

**Effective Date:** 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
63 SCAREDHEART LN  
GLYNDON MD 21071

**NAICS:**

**FEIN:** 521655496

**UIN:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-09

**Effective Date:** 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
45 MONROE ST  
WESTMINSTER MD 21157

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B13



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056      **Schedule Number:** 01-19-10

**Effective Date:** 10/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
202 WATERVILLE RD  
MOUNT AIRY MD 21771

**FEIN:** 521655496      **UIN:**      **NAICS:**      **SIC:** 8351      **NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_ Authorized Representative

Form WC 99 00 05      (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B14



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-11

**Effective Date:** 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
1738 OLD TANEYTOWN RD  
WESTMINSTER MD 21158

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B15



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-12

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC.

405 N MAIN STREET

MT. AIRY MD 21771

NAICS:

SIC: 8351

NO. OF EMPL: 000003

FEIN: 521655496

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B16



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056    **Schedule Number:** 01-19-13

**Effective Date:** 10/01/14    Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
4401 SALEM BOTTOM RD  
WESTMINSTER                      MD   21157

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05    (1) Printed in U.S.A.  
Process Date: 08/03/14

**Policy Expiration Date:** 10/01/15

B17



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-15

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
DEER PARK 2205 SYKESVILLE RD  
WESTMINSTER MD 21157

NAICS:

SIC: 8351

NO. OF EMPL: 000003

FEIN: 521655496

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.32                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B18





## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-16

**Effective Date:** 10/01/14 **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
5320 ENTERPRISE STREET  
ELDERSBURG MD 21784

**FEIN:** 521655496

**UIN:**

**NAICS:**  
**SIC:**

**NO. OF EMPL:**

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.32                                  |                                |
| TOTAL CLASS PREMIUM                                                                        |                                                            |                                       | 16,430                         |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION                                           |                                                            |                                       | 16,430                         |
| MD - INTRA EXPERIENCE MODIFICATION 190093123                                               |                                                            |                                       | .870                           |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION                                 |                                                            |                                       | 14,294                         |
| MD - SCHEDULE MODIFICATION (0.920) (9887)                                                  |                                                            |                                       | -1,144                         |
| PREMIUM ADJUSTED BY SCHEDULE MODIFICATION                                                  |                                                            |                                       | 13,150                         |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                                                    |                                                            |                                       | 13,150                         |
| PREMIUM DISCOUNT 2.2 PERCENT                                                               |                                                            |                                       | -289                           |
| EXPENSE CONSTANT (0900)                                                                    |                                                            |                                       | 180                            |
| TERRORISM (9740)                                                                           | 1,244,700                                                  | .050                                  | 622                            |
| CATASTROPHE (9741)                                                                         | 1,244,700                                                  | .020                                  | 249                            |
| TOTAL ESTIMATED ANNUAL PREMIUM                                                             |                                                            |                                       | 13,912                         |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B19



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PREMIUM DISCOUNT ENDORSEMENT

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

### SCHEDULE

| State | First<br>\$5,000 | Next<br>\$95,000 | Next<br>\$400,000 | Balance |
|-------|------------------|------------------|-------------------|---------|
| MD    | 00.0%            | 3.5%             | 5.0%              | 7.0%    |

### Other Policy Numbers:

30 X  
30WE CK8056

Countersigned by \_\_\_\_\_  
Authorized Representative

Form WC 00 04 06 T Printed in U.S.A.

Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B20



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE  
TO TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2007**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement is being sent to you with respect to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA) as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA, in whole or in part, TRIPRA is scheduled to expire December 31, 2014.

Since the timetable for any further Congressional action respecting TRIPRA is unknown at this time, and exposure to acts of terrorism remains, we are providing our policyholders with relevant information concerning their workers compensation policies in effect on or after January 1, 2014 in the event of TRIPRA's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism or war, including workers compensation benefit obligations dictated by state law, except in Pennsylvania where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage your policy provides for terrorism or war losses is shown in Item 4 of the Information Page or the Schedule in the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A) that is attached to your policy, and this amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- o Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- o Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- o Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk

Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- o Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

### Schedule

State

Rate

Premium

Form WC 00 04 21 C. Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B22



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

#### **Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

#### **Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

#### **Schedule**

**State**

**Rate**

**Premium**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PREMIUM DUE DATE ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Section D of Part Five of the policy is replaced by this provision:

### **PART FIVE PREMIUM**

**D. Premium is amended to read:**

You will pay all premium when due. You will pay the premium even if part or all of a workers

compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

Countersigned by \_\_\_\_\_  
Authorized Representative

Form WC 00 04 19 Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B25



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

| <u>SUBJECT</u>                                                                                     | <u>INDEX</u> | <u>PAGE</u> |
|----------------------------------------------------------------------------------------------------|--------------|-------------|
| <b>SECTION I</b>                                                                                   |              | 2           |
| <b>PARTS ONE and TWO</b>                                                                           |              | 2           |
| 01 We Will Also Pay                                                                                |              | 2           |
| <b>PART - THREE</b>                                                                                |              | 2           |
| 02 How This Insurance Works                                                                        |              | 2           |
| <b>PART - SIX</b>                                                                                  |              | 2           |
| 03 Transfer of Your Rights and Duties                                                              |              | 2           |
| 04 Liberalization                                                                                  |              | 2           |
| <b>SECTION II</b>                                                                                  |              | 2           |
| <b>VOLUNTARY COMPENSATION INSURANCE</b>                                                            |              | 2           |
| 05 Voluntary Compensation Insurance                                                                |              | 2           |
| A. How This Insurance Applies                                                                      |              | 2           |
| B. We will Pay                                                                                     |              | 3           |
| C. Exclusions                                                                                      |              | 3           |
| D. Before We Pay                                                                                   |              | 3           |
| E. Recovery From Others                                                                            |              | 3           |
| F. Employers' Liability Insurance                                                                  |              | 3           |
| <b>EMPLOYERS' LIABILITY STOP GAP COVERAGE</b>                                                      |              | 3           |
| 06 Employers' Liability Stop Gap Coverage                                                          |              | 3           |
| A. Stop Gap Coverage Limited Montana, North Dakota, Ohio, Washington,<br>West Virginia and Wyoming |              | 3           |
| B. Part One does not Apply                                                                         |              | 3           |
| C. Application of Coverage                                                                         |              | 3           |
| D. Additional Exclusions                                                                           |              | 3           |
| E. West Virginia                                                                                   |              | 3           |
| <b>SECTION III</b>                                                                                 |              | 4           |
| 07 Schedule of Covered States                                                                      |              | 4           |



## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and
- E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of A. How This Insurance

Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment.

The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

#### EMPLOYERS' LIABILITY STOP GAP COVERAGE

##### 6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

### SECTION III

#### 7. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

MD

Countersigned by \_\_\_\_\_ Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT TO WORKERS' COMPENSATION BROAD FORM  
ENDORSEMENT- EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/14 **Effective hour is the same as stated on the Information Page of the policy.**  
**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement changes the Workers' Compensation Broad Form Endorsement — Employers' Liability Stop Gap Coverage

A. This coverage only applies in North Dakota, Ohio, Washington, and Wyoming

6. Employers' Liability Stop Gap Coverage

E. This paragraph is removed.



## EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Item 1 of the Information Page is completed to include other workplaces of the named insured:

|                              |             |    |       |    |
|------------------------------|-------------|----|-------|----|
| 2815 PATAPSCO RD             | FINKSBURG   | MD | 21048 | MD |
| 811 UNION RD                 | WESTMINSTER | MD | 21158 | MD |
| 1021 JOHNSVILLE RD           | SYKESVILLE  | MD | 21784 | MD |
| 3838 SKYSVILLE RD            | SYKESVILLE  | MD | 21784 | MD |
| 6315 FREEDOM AVE             | SYKESVILLE  | MD | 21784 | MD |
| 1100 GIST RD                 | WESTMINSTER | MD | 21157 | MD |
| 3719 LITTLESTOWN PIKE        | WESTMINSTER | MD | 21158 | MD |
| 63 SCAREDHEART LN            | GLYNDON     | MD | 21071 | MD |
| 45 MONROE ST                 | WESTMINSTER | MD | 21157 | MD |
| 202 WATERVILLE RD            | MOUNT AIRY  | MD | 21771 | MD |
| 1738 OLD TANEYTOWN RD        | WESTMINSTER | MD | 21158 | MD |
| 405 N MAIN STREET            | MT. AIRY    | MD | 21771 | MD |
| 4401 SALEM BOTTOM RD         | WESTMINSTER | MD | 21157 | MD |
| DEER PARK 2205 SYKESVILLE RD | WESTMINSTER | MD | 21157 | MD |
| 5320 ENTERPRISE STREET       | ELDERSBURG  | MD | 21784 | MD |

Form WC 99 03 66 Printed in U.S.A.  
Process Date: 08/03/14

Policy Expiration Date: 10/01/15

B31



## EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Item 3.D. of the Information Page is completed to include the following endorsements:

WC 99 03 02B  
WC 00 04 19

WC 99 03 66  
WC 19 06 01E

WC 00 04 14  
WC 99 03 58B



**Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates**  
(herein called "we, our, and us")

*This Privacy Policy applies to our United States Operations*

We value your trust. We are committed to the responsible:

- a) management;
  - b) use; and
  - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
  - b) your address;
  - c) your income;
  - d) your payment; or
  - e) your credit history;
- may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
  - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;

- d) administrators; and
  - e) service providers;
- who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

- a) cookies;
  - b) pixel tagging; or
  - c) other technologies;
- and currently do not process or comply with any web browser's "do not track" signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out," or
  - b) "opt-in,"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
  - b) the integrity of;
- Personal Information** that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give You a copy of our current Privacy Policy.

We will also give You a copy of our current Privacy Policy once a year if You maintain a continuing business relationship with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

*As used in this Privacy Notice:*

**Application** means your request for our product or service.

**Personal Financial Information** means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

**Personal Health Information** means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

**Personal Information** means information that identifies You personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

**Transaction** means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

**You** means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
  - b) applying for; or
  - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Archway 60 R, LLC; Business Management Group, Inc.; Champlain Life Reinsurance Company; DMS R, LLC; Eloy R, LLC; Ersatz Corporation; First State Insurance Company; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; Hartford Equity Sales Company, Inc.; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Funds Distributors, LLC; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life Private Placement, LLC; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Mezzanine Investors I, LLC; Hartford Residual Market, L.C.C.; Hartford Retirement Services, LLC; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters Insurance Company; Hartford Technology Services Company, L.L.C.; Hartford of Texas General Agency, Inc.; Hartford Underwriters General Agency, Inc.; HARTRE Company, L.C.C.; HL Investment Advisors, LLC; HLA LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex Class B, LLC; M-CAP Insurance Agency, LLC; New England Insurance Company; New England Reinsurance Corporation; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Property and Casualty Insurance Company of Hartford; Revere R, LLC; RVR R, LLC; Sentinel Insurance Company, Ltd.; Sunstone R, LLC; Symphony R, LLC; The Evergreen Group Incorporated; The Hartford Alternative Strategies Fund; The Hartford Mutual Funds, Inc.; The Hartford Mutual Funds II, Inc.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company; White River Life Reinsurance Company.





## Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

**1-800-327-3636**

Available 24 hours a day, 365 days a year.

### The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

### The Effect of Timely Reporting on Controlling the Cost of Your Loss:

| Average Loss for Closed Claims<br>(Accident Years 2002-2005) |                                                               |
|--------------------------------------------------------------|---------------------------------------------------------------|
| Report Lag in Days                                           | Percent Change in Loss Costs<br>Compared to First Week Report |
| Incident Day                                                 | -6%                                                           |
| Week 1                                                       | 0%                                                            |
| Week 2                                                       | 13%                                                           |
| Week 3 or 4                                                  | 16%                                                           |
| 1 Month or Later                                             | 24%                                                           |

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

#### Information You'll Need

##### Company Information

- o Account Number
- o Location Code (if applicable)
- o Parent Company (or program name)
- o Policy Number

##### Worker Information

- o Name, DOB, Address, Phone
- o Social Security Number
- o Age, Gender
- o Marital Status, Number of Dependents
- o Hire Date, Years in Current Position
- o Wage Information

##### Incident Information

- o Type of injury (burn, cut, etc.)?
- o Exact body part injured?
- o What caused the accident?
- o Any reason to question the injury?
- o Any witnesses?
- o Address where injury occurred?
- o Where was the injured employee treated?  
(Provide name, address, phone of medical provider.)
- o When was the accident reported to you and by whom (date, time)?

##### Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at [www.talispoint.com/hartext](http://www.talispoint.com/hartext) or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.

## POLICYHOLDER NOTICE - MARYLAND

Date: 08/03/14

Policy Number: 30 WEC CK8056

Renewal Date: 10/01/14



The Hartford Company: PROPERTY & CASUALTY INS CO. OF HARTFORD

Your Hartford Agent: J E OATES AND SON INSURANCE INC

ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG

MD 21048

Dear Valued Hartford Customer,

Your current policy provided by The Hartford will expire shortly. The purpose of this notice is to advise you of changes to your policy for the upcoming policy term. This is not a bill. You will receive a separate bill for all or part of the premium due for your upcoming policy.

### A. Policy Premium

The premium indicated below is based on the underwriting information that we currently have on file and may be subject to change based on additional information that may be developed during the underwriting process.

|                    |   |    |           |
|--------------------|---|----|-----------|
| Expiring Premium   | = | \$ | 12,406.00 |
| New Premium        | = | \$ | 13,912.00 |
| Amount of Increase | = | \$ | 1,506.00  |

### B. Coverage Changes (if applicable)

Your policy for the upcoming term will include certain reductions or additional restrictions in coverage, as indicated by an (x) below.

( ) Increase in Deductible to:

( ) Reduction in Limits to:

( ) Reductions in Coverage:

( ) Other Changes, Clarifications or Restrictions in Coverage:

( ) Increase in Coverage Limits Due to Construction or Inflation Indices

The coverage change is due to the following indicated reason(s):

- ( ) Your exposures, loss experience, or other risk characteristics indicate a need for the change.
- ( ) A change in our rules, forms or underwriting guidelines for your type of policy.

You may receive other notices of coverage changes for the upcoming policy term under separate cover. Those other changes will apply in addition to the changes described above.

**C. Transfer to Another Company of The Hartford**

- ( ) Due to a change in rate that will apply to your upcoming term, your policy will be written by another insurance company of The Hartford.

Some states consider the change(s) described in this notice to be a nonrenewal of your prior policy, in which case this is our notice to you in compliance with the applicable law. If you desire additional information regarding your premium determination, please contact your agent or broker, or you may contact us directly at 1-866-467-8730. Thank you for your business.

PRODUCER'S FACT SHEET

NAMED INSURED: ABC CARE, INC  
 POLICY NO: 30WEC CK8056  
 PRODUCER'S NAME: J E OATES AND SON INSURANCE INC  
 PRODUCER'S CODE: 721148  
 POLICY EFF DATE: 10/01/14  
 POLICY EXP DATE: 10/01/15  
 ACCOUNT NUMBER: 12071610  
 PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT  
 TRANSACTION TYPE: RENEWAL  
 HOUSING CODE: SA  
 TOTAL ESTIMATED ANNUAL PREMIUM: \$13,912.00

| COMMISSION BREAKDOWN |                 |                       |
|----------------------|-----------------|-----------------------|
| LOB                  | EST ANN PREMIUM | COMMISSION PERCENTAGE |
| WC                   | \$13,150.00     | 9.0                   |
| WC                   | \$582.00        | .0                    |
| EXPENSE CONSTANT     | \$180.00        | .0                    |
| TOTAL                | \$13,912.00     |                       |

| FORMS        | TITLE                                                                                                                |
|--------------|----------------------------------------------------------------------------------------------------------------------|
| WC 00 00 01A | INFORMATION PAGE                                                                                                     |
| WC 99 00 05  | SCHEDULE OF OPERATIONS                                                                                               |
| WC 00 04 06  | PREMIUM DISCOUNT ENDORSEMENT                                                                                         |
| WC 00 01 14  | NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO<br>TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION<br>ACT OF 2007 |
| WC 00 04 21C | CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)<br>PREMIUM ENDORSEMENT                                          |
| WC 00 04 22A | TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT<br>DISCLOSURE ENDORSEMENT                                       |
| WC 99 03 02B | WORKERS COMPENSATION BROAD FORM ENDORSEMENT                                                                          |
| WC 99 03 66  | EXTENSION OF THE INFO.PAGE-ITEM 1 - OTHER WORKPLACES                                                                 |
| WC 00 04 14  | NOTIFICATION OF CHANGE IN OWNERSHIP                                                                                  |
| WC 00 04 19  | PREMIUM DUE DATE ENDORSEMENT                                                                                         |
| WC 19 06 01E | MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT                                                                     |
| WC 99 03 58B | AMENDMENT TO WORKERS' COMPENSATION BROAD FORM<br>ENDORSEMENT - EMPLOYERS' LIABILITY STOP GAP COVERAGE                |
| G-3418-0     | PRODUCER COMPENSATION NOTICE                                                                                         |
| G-3058-1     | POLICY ADJUSTMENT NOTICE                                                                                             |
| G-3251-0     | IMPORTANT NOTICE TO MARYLAND POLICYHOLDERS                                                                           |
| WC 66 03 30G | PRIVACY POLICY AND PRACTICES OF THE HARTFORD                                                                         |
| WC 66 03 37F | IMPORTANT NOTICE TO POLICYHOLDERS - TERRORISM RISK<br>INSURANCE ACT                                                  |
| WC 66 03 84  | REPORTING A WORK-RELATED INJURY IS TIME SENSITIVE!                                                                   |
| 100722       | INSURANCE POLICY BILLING INFORMATION                                                                                 |

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R030  
 PRODUCER'S FACT SHEET PAGE 1 CONTINUED ON NEXT PAGE

08-03-14 30 WEC CK8056 (10-01-15)

B38

97485-14

AN IMPORTANT MESSAGE TO WORKERS' COMPENSATION  
POLICYHOLDERS  
MAINTAINING YOUR PAYROLL RECORDS FOR  
AUDIT PURPOSES

98456-5

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R030

PRODUCER'S FACT SHEET PAGE 2

08-03-14 30 WEC CK8056 (10-01-15)

B39

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056  
CHANGE NUMBER: 002

ROUTING INSTRUCTIONS

\_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B40

56  
80  
CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

ENDT NO: 02

ENDT EFF DATE: 10-01-13

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056

01 RENEWAL

HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-13 TO 10-01-14

PRODUCER'S CODE: 721148

PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610

PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN

BASIC BROAD FORM GENERATED

BEST IND = 04

AUDIT (4)

MARKET SEG ID #: 940

POLICY SIC CODE: 8351

INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: ENDT  
POLICY FACE SHEET  
09-18-13 30 WEC CK8056

CNTL#:003  
TERMINAL ID: R001V9HA  
(10-01-14)

B41



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHANGE IN INFORMATION PAGE

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

NCCI Company Number: 30147

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 10/01/13

POLICY EXPIRATION DATE: 10/01/14

Policy Number: 30 WEC CK8056

Endorsement Number: 02 HOUSING CODE: SA

Effective Date: 10/01/13 Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

FEIN Number: 521655496

PRO RATA FACTOR: 1.000

PRODUCER NAME: J E OATES AND SON INSURANCE INC

PRODUCER CODE: 721148

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR  
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS AGREED THAT:

POLICY IS AMENDED TO DELETE LOCATION 14 FOR INSD 01 FOR ST 19  
LOC READS: 2702 BACK ACRE CIR  
MOUNT AIRY, MD 21771

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.

Process Date: 09/18/13

Page 1

Policy Expiration Date: 10/01/14

B42



# CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 30 WEC CK8056

## SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

| CLASS CODE NUMBER<br>AND DESCRIPTION                       | ESTIMATED<br>TOTAL ANNUAL<br>REMUNERATION | RATES<br>PER 100 OF<br>REMUNERATION | ESTIMATED<br>ANNUAL<br>PREMIUMS |
|------------------------------------------------------------|-------------------------------------------|-------------------------------------|---------------------------------|
| TOTAL CLASS PREMIUM                                        |                                           |                                     | 14,180                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 14,180                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .890                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 12,620                          |
| MD-SCHEDULE MODIFICATION (0.920) (9887)                    |                                           |                                     | -1,010                          |
| PREMIUM ADJUSTED BY SCHEDULE MODIFICATION                  |                                           |                                     | 11,610                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 11,610                          |
| PREMIUM DISCOUNT 2.0 PERCENT                               |                                           |                                     | -232                            |
| EXPENSE CONSTANT (0900)                                    |                                           |                                     | 180                             |
| TERRORISM (9740)                                           | 1,212,000                                 | .050                                | 606                             |
| CATASTROPHE (9741)                                         | 1,212,000                                 | .020                                | 242                             |
| TOTAL ESTIMATED ANNUAL PREMIUM - MD                        |                                           |                                     | 12,406                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 14,180                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .890                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 12,620                          |
| SCHEDULE MODIFICATION                                      |                                           |                                     | -1,010                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 11,610                          |
| PREMIUM DISCOUNT 2.0 PERCENT                               |                                           |                                     | -232                            |
| EXPENSE CONSTANT 0900                                      |                                           |                                     | 180                             |
| TERRORISM (9740)                                           |                                           |                                     | 606                             |
| CATASTROPHE (9741)                                         |                                           |                                     | 242                             |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |                                           |                                     | 12,406                          |

PRODUCER'S FACT SHEET

NAMED INSURED:  
ABC CARE, INC

POLICY NO: 30WEC CK8056

PRODUCER'S NAME:  
J E OATES AND SON INSURANCE INC

PRODUCER'S CODE: 721148

POLICY EFF DATE: 10/01/13

POLICY EXP DATE: 10/01/14

ACCOUNT NUMBER: 12071610

PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT

TRANSACTION TYPE: ENDORSEMENT ENDT NO: 02 TRANS EFF DATE: 10/01/13

HOUSING CODE: SA

ESTIMATED ENDORSEMENT PREMIUM: NON PREMIUM BEARING

FORMS

TITLE

WC 99 00 06A CHANGE IN INFORMATION PAGE

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R001V9HA  
PRODUCER'S FACT SHEET

PAGE 1

09-18-13 30 WEC CK8056 (10-01-14)

B44

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056  
CHANGE NUMBER: 001

ROUTING INSTRUCTIONS

\_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B45

56  
80  
CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

ENDT NO: 01

ENDT EFF DATE: 10-01-13

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056  
HOUSING CODE: SA

01 RENEWAL

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-13 TO 10-01-14

PRODUCER'S CODE: 721148

PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610

PAYOR: INSURED

FREQUENCY: MONTHLY/3 MO DOWN

BASIC BROAD FORM GENERATED

BEST IND = 04

AUDIT (4)

MARKET SEG ID #: 940

POLICY SIC CODE: 8351

INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: ENDT CNTL#:002  
POLICY FACE SHEET TERMINAL ID: R054VD8A  
08-22-13 30 WEC CK8056 (10-01-14)

B46



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHANGE IN INFORMATION PAGE

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

NCCI Company Number: 30147

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 10/01/13

POLICY EXPIRATION DATE: 10/01/14

Policy Number: 30 WEC CK8056

Endorsement Number: 01

HOUSING CODE: SA

Effective Date: 10/01/13 Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

FEIN Number: 521655496

PRO RATA FACTOR: 1.000

PRODUCER NAME: J E OATES AND SON INSURANCE INC

PRODUCER CODE: 721148

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR  
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF A RETURN PREMIUM OF \$977 IT IS AGREED THAT:

(A) POLICY IS AMENDED TO ADD SCHEDULE RATING OF 0.920  
TO STATE 19

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT  
ISSUE: WC000406

Countersigned by \_\_\_\_\_ Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.  
Process Date: 08/22/13

Page 1 (CONTINUED ON NEXT PAGE)  
Policy Expiration Date: 10/01/14

B47

# CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 30 WEC CK8056

## SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

| CLASS CODE NUMBER<br>AND DESCRIPTION                       | ESTIMATED<br>TOTAL ANNUAL<br>REMUNERATION | RATES<br>PER 100 OF<br>REMUNERATION | ESTIMATED<br>ANNUAL<br>PREMIUMS |
|------------------------------------------------------------|-------------------------------------------|-------------------------------------|---------------------------------|
| (A)                                                        |                                           |                                     |                                 |
| TOTAL CLASS PREMIUM                                        |                                           |                                     | 14,180                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 14,180                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .890                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 12,620                          |
| MD-SCHEDULE MODIFICATION (0.920) (9887)                    |                                           |                                     | -1,010                          |
| PREMIUM ADJUSTED BY SCHEDULE MODIFICATION                  |                                           |                                     | 11,610                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 11,610                          |
| PREMIUM DISCOUNT 2.0 PERCENT                               |                                           |                                     | -232                            |
| EXPENSE CONSTANT (0900)                                    |                                           |                                     | 180                             |
| TERRORISM (9740)                                           | 1,212,000                                 | .050                                | 606                             |
| CATASTROPHE (9741)                                         | 1,212,000                                 | .020                                | 242                             |
| TOTAL ESTIMATED ANNUAL PREMIUM - MD                        |                                           |                                     | 12,406                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 14,180                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .890                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 12,620                          |
| SCHEDULE MODIFICATION                                      |                                           |                                     | -1,010                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 11,610                          |
| PREMIUM DISCOUNT 2.0 PERCENT                               |                                           |                                     | -232                            |
| EXPENSE CONSTANT 0900                                      |                                           |                                     | 180                             |
| TERRORISM (9740)                                           |                                           |                                     | 606                             |
| CATASTROPHE (9741)                                         |                                           |                                     | 242                             |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |                                           |                                     | 12,406                          |
| ESTIMATED ANNUAL RETURN ENDORSEMENT PREMIUM                |                                           |                                     | 977                             |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PREMIUM DISCOUNT ENDORSEMENT

Policy Number: 30 WEC CK8056

Endorsement Number: 01

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

### SCHEDULE

| State | First<br>\$5,000 | Next<br>\$95,000 | Next<br>\$400,000 | Balance |
|-------|------------------|------------------|-------------------|---------|
| MD    | 00.0%            | 3.5%             | 5.0%              | 7.0%    |

Other Policy Numbers:

Countersigned by \_\_\_\_\_ Authorized Representative

Form WC 00 04 06 T Printed in U.S.A.  
Process Date: 08/22/13

Policy Expiration Date: 10/01/14

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PRODUCER'S FACT SHEET

NAMED INSURED:  
ABC CARE, INC

POLICY NO: 30WEC CK8056

PRODUCER'S NAME:  
J E OATES AND SON INSURANCE INC

PRODUCER'S CODE: 721148

POLICY EFF DATE: 10/01/13

POLICY EXP DATE: 10/01/14

ACCOUNT NUMBER: 12071610

PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT

TRANSACTION TYPE: ENDORSEMENT ENDT NO: 01 TRANS EFF DATE: 10/01/13

HOUSING CODE: SA

ESTIMATED ENDORSEMENT PREMIUM: \$977.00 RP

|       | ENDORSEMENT PREMIUM BREAKDOWN |            |            |
|-------|-------------------------------|------------|------------|
| LOB   | EST ANN PREMIUM               | COMMISSION | PERCENTAGE |
| WC    | \$1,010.00- RP                |            | 9.0        |
| WC    | \$33.00 AP                    |            | .0         |
| TOTAL | \$977.00- RP                  |            |            |

FORMS

TITLE

WC 99 00 06A CHANGE IN INFORMATION PAGE  
WC 00 04 06 PREMIUM DISCOUNT ENDORSEMENT

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R054VD8A  
PRODUCER'S FACT SHEET PAGE 1

08-22-13 30 WEC CK8056 (10-01-14)

B50



REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056

ROUTING INSTRUCTIONS

\_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B51

56  
80  
CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056 01 RENEWAL  
HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-13 TO 10-01-14

PRODUCER'S CODE: 721148  
PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610  
PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN  
BASIC BROAD FORM GENERATED  
BEST IND = 04

AUDIT (4)  
MARKET SEG ID #: 940  
POLICY SIC CODE: 8351  
INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: RENL CNTL#:001  
POLICY FACE SHEET TERMINAL ID: TCPC2032  
08-01-13 30 WEC CK8056 (10-01-14)

B52

56 (Policy Provisions: WC 00 00 00 B)

80

CK

WEC

## INFORMATION PAGE

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD  
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**NCCI Company Number:**

30147

**Company Code:** P



**POLICY NUMBER:**

30 WEC CK8056

**Previous Policy Number:**

30 WEC CK8056

**HOUSING CODE:** SA

1. **Named Insured and Mailing Address:** ABC CARE, INC  
(No., Street, Town, State, Zip Code)

**FEIN Number:** 521655496

2815 PATAPSCO RD  
FINKSBURG, MD 21048

**State Identification Number(s):**

**The Named Insured is:** CORPORATION

**Business of Named Insured:** DAY CARE CENTER - SPECTRUM LIA

**Other workplaces not shown above:** SEE ATTACHED SCHEDULES

2. **Policy Period:** From 10/01/13 To 10/01/14  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** J E OATES AND SON INSURANCE INC

1301 YORK ROAD SUITE 702  
LUTHERVILLE, MD 21093

**Producer's Code:** 721148

**Issuing Office:** THE HARTFORD

8711 UNIVERSITY EAST DRIVE  
CHARLOTTE NC 28213  
(877) 853-2582

**Total Estimated Annual Premium:** \$13,383

**Deposit Premium:**

**Policy Minimum Premium:** \$279 MD

**Audit Period:** ANNUAL

**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

Date

Form WC 00 00 01 A (1) Printed in U.S.A.  
Process Date: 08/01/13

Page 1 (Continued on next page)  
Policy Expiration Date: 10/01/14

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# INFORMATION PAGE (Continued)

Policy Number: 30 WEC CK8056

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: MD

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.  
The limits of our liability under Part Two are:

|                           |           |               |
|---------------------------|-----------|---------------|
| Bodily injury by Accident | \$100,000 | each accident |
| Bodily injury by Disease  | \$500,000 | policy limit  |
| Bodily injury by Disease  | \$100,000 | each employee |

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND  
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 99 00 05 WC 00 04 06 WC 00 04 21C WC 00 04 22A WC 99 03 02B  
WC 99 03 66 WC 00 04 14 WC 00 04 19 WC 19 06 01E WC 99 03 58B

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

| Classifications<br>Code Number and<br>Description | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|---------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
|---------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|

(SEE ATTACHED SCHEDULES)

|                                                            |           |      |        |
|------------------------------------------------------------|-----------|------|--------|
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |           |      | 14,180 |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |           |      | .890   |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |           |      | 12,620 |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |           |      | 12,620 |
| PREMIUM DISCOUNT 2.1 PERCENT                               |           |      | -265   |
| EXPENSE CONSTANT (0900)                                    |           |      | 180    |
| TERRORISM (9740)                                           | 1,212,000 | .050 | 606    |
| CATASTROPHE (9741)                                         | 1,212,000 | .020 | 242    |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |           |      | 13,383 |

Total Estimated Annual Premium: \$13,383  
Deposit Premium:  
Policy Minimum Premium: \$279 MD

Interstate/Intrastate Identification Number: / 190093123

Labor Contractors Policy Number:

NAICS:  
SIC: 8351

Form WC 00 00 01 A (1) Printed in U.S.A.  
Process Date: 08/01/13

Page 2  
Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-01

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG MD 21048

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000005

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | 1,212,000                                                  | 1.17                                  | 14,180                         |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B55



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-02

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
811 UNION RD  
WESTMINSTER MD 21158

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05

(1) Printed in U.S.A.

Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-03

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
1021 JOHNSVILLE RD  
SYKESVILLE MD 21784

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-04

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
3838 SKYSVILLE RD  
SYKESVILLE MD 21784

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative.

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B58





## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-05

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
6315 FREEDOM AVE  
SYKESVILLE MD 21784

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-06

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
1100 GIST RD  
WESTMINSTER MD 21157

FEIN: 521655496

UIN:

NAICS:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13.

Policy Expiration Date: 10/01/14

B60



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-07

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
3719 LITTLESTOWN PIKE  
WESTMINSTER MD 21158

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B61



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-08

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
63 SCAREDHEART LN  
GLYNDON

MD 21071

FEIN: 521655496

UIN:

NAICS:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Form WC 99 00 05 (1). Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

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## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-09

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

45 MONROE ST

WESTMINSTER MD 21157

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B63



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-10

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

202 WATERVILLE RD

MOUNT AIRY MD 21771

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B64



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-11

**Effective Date:** 10/01/13 **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
1738 OLD TANEYTOWN RD  
WESTMINSTER MD 21158

**NAICS:**

**FEIN:** 521655496

**UIN:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B65



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-12

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC

405 N MAIN STREET

MT. AIRY MD 21771

NAICS:

SIC: 8351

NO. OF EMPL: 000003

FEIN: 521655496

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B66





## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-13

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
4401 SALEM BOTTOM RD  
WESTMINSTER MD 21157

FEIN: 521655496

UIN:

NAICS:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B67



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-14

**Effective Date:** 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

2702 BACK ACRE CIR

MOUNT AIRY MD 21771

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B68



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS. CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-15

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
DEER PARK 2205 SYKESVILLE RD  
WESTMINSTER MD 21157

NAICS:

FEIN: 521655496

UIN:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B69



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-16

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
5320 ENTERPRISE STREET  
ELDERSBURG MD 21784

FEIN: 521655496

UIN:

NAICS:

SIC:

NO. OF EMPL:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | 1.17                                  |                                |
| TOTAL CLASS PREMIUM                                                                        |                                                            |                                       | 14,180                         |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION                                           |                                                            |                                       | 14,180                         |
| MD - INTRA EXPERIENCE MODIFICATION 190093123                                               |                                                            |                                       | .890                           |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION                                 |                                                            |                                       | 12,620                         |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                                                    |                                                            |                                       | 12,620                         |
| PREMIUM DISCOUNT 2.1 PERCENT                                                               |                                                            |                                       | -265                           |
| EXPENSE CONSTANT (0900)                                                                    |                                                            |                                       | 180                            |
| TERRORISM (9740)                                                                           | 1,212,000                                                  | .050                                  | 606                            |
| CATASTROPHE (9741)                                                                         | 1,212,000                                                  | .020                                  | 242                            |
| TOTAL ESTIMATED ANNUAL PREMIUM                                                             |                                                            |                                       | 13,383                         |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B70



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### PREMIUM DISCOUNT ENDORSEMENT

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

#### SCHEDULE

| State | First<br>\$5,000 | Next<br>\$95,000 | Next<br>\$400,000 | Balance |
|-------|------------------|------------------|-------------------|---------|
| MD    | 00.0%            | 3.5%             | 5.0%              | 7.0%    |

**Other Policy Numbers:**

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 00 04 06 T Printed in U.S.A.

Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B71



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- o Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- o Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- o Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk

Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- o Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

### Schedule

State

Rate

Premium

Form WC 00 04 21 C Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14 B72



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT  
DISCLOSURE ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13      **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

#### Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

#### Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

#### Schedule

State

Rate

Premium





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMIUM DUE DATE ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Section D of Part Five of the policy is replaced by this provision:

**PART FIVE  
PREMIUM**

**D. Premium is amended to read:**

You will pay all premium when due. You will pay the premium even if part or all of a workers

compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 00 04 19 Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14 B75



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

| <u>SUBJECT</u>                                                                                     | <u>INDEX</u> | <u>PAGE</u> |
|----------------------------------------------------------------------------------------------------|--------------|-------------|
| SECTION I                                                                                          |              | 2           |
| PARTS ONE and TWO                                                                                  |              | 2           |
| 01 We Will Also Pay                                                                                |              | 2           |
| PART - THREE                                                                                       |              | 2           |
| 02 How This Insurance Works                                                                        |              | 2           |
| PART - SIX                                                                                         |              | 2           |
| 03 Transfer of Your Rights and Duties                                                              |              | 2           |
| 04 Liberalization                                                                                  |              | 2           |
| SECTION II                                                                                         |              | 2           |
| VOLUNTARY COMPENSATION INSURANCE                                                                   |              | 2           |
| 05 Voluntary Compensation Insurance                                                                |              | 2           |
| A. How This Insurance Applies                                                                      |              | 2           |
| B. We will Pay                                                                                     |              | 3           |
| C. Exclusions                                                                                      |              | 3           |
| D. Before We Pay                                                                                   |              | 3           |
| E. Recovery From Others                                                                            |              | 3           |
| F. Employers' Liability Insurance                                                                  |              | 3           |
| EMPLOYERS' LIABILITY STOP GAP COVERAGE                                                             |              | 3           |
| 06 Employers' Liability Stop Gap Coverage                                                          |              | 3           |
| A. Stop Gap Coverage Limited Montana, North Dakota, Ohio, Washington,<br>West Virginia and Wyoming |              | 3           |
| B. Part One does not Apply                                                                         |              | 3           |
| C. Application of Coverage                                                                         |              | 3           |
| D. Additional Exclusions                                                                           |              | 3           |
| E. West Virginia                                                                                   |              | 3           |
| SECTION III                                                                                        |              | 4           |
| 07 Schedule of Covered States                                                                      |              | 4           |

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and
- E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request. **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of A. How This Insurance

Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment.

The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

### SECTION III

#### 7. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

MD

Countersigned by \_\_\_\_\_  
Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT TO WORKERS' COMPENSATION BROAD FORM  
ENDORSEMENT- EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/13

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement changes the Workers'  
Compensation Broad Form Endorsement -  
Employers' Liability Stop Gap Coverage

A. This coverage only applies in North Dakota,  
Ohio, Washington, and Wyoming

6. Employers' Liability Stop Gap Coverage

E. This paragraph is removed.

Form WC 99 03 58 B Printed in U.S.A (Ed. 7/08)  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B80



## EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/13 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Item 1 of the Information Page is completed to include other workplaces of the named insured:

|                              |             |    |       |    |
|------------------------------|-------------|----|-------|----|
| 2815 PATAPSCO RD             | FINKSBURG   | MD | 21048 | MD |
| 811 UNION RD                 | WESTMINSTER | MD | 21158 | MD |
| 1021 JOHNSVILLE RD           | SYKESVILLE  | MD | 21784 | MD |
| 3838 SKYSVILLE RD            | SYKESVILLE  | MD | 21784 | MD |
| 6315 FREEDOM AVE             | SYKESVILLE  | MD | 21784 | MD |
| 1100 GIST RD                 | WESTMINSTER | MD | 21157 | MD |
| 3719 LITTLESTOWN PIKE        | WESTMINSTER | MD | 21158 | MD |
| 63 SCAREDHEART LN            | GLYNDON     | MD | 21071 | MD |
| 45 MONROE ST                 | WESTMINSTER | MD | 21157 | MD |
| 202 WATERVILLE RD            | MOUNT AIRY  | MD | 21771 | MD |
| 1738 OLD TANEYTOWN RD        | WESTMINSTER | MD | 21158 | MD |
| 405 N MAIN STREET            | MT. AIRY    | MD | 21771 | MD |
| 4401 SALEM BOTTOM RD         | WESTMINSTER | MD | 21157 | MD |
| 2702 BACK ACRE CIR           | MOUNT AIRY  | MD | 21771 | MD |
| DEER PARK 2205 SYKESVILLE RD | WESTMINSTER | MD | 21157 | MD |
| 5320 ENTERPRISE STREET       | ELDERSBURG  | MD | 21784 | MD |

Form WC 99 03 66 Printed in U.S.A.  
Process Date: 08/01/13

Policy Expiration Date: 10/01/14

B81



**Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates**  
(herein called "we, our, and us")

*This Privacy Policy applies to our United States Operations*

We value your trust. We are committed to the responsible:

- a) management;
  - b) use; and
  - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee-agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
  - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;
- d) administrators; and
- e) service providers;

who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
  - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

**Personal Information** that we have. We use these procedures to guard against unauthorized access.



Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give **You** a copy of our current Privacy Policy.

We will also give **You** a copy of our current Privacy Policy once a year if **You** maintain a continuing business relationship with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

*As used in this Privacy Notice:*

**Application** means your request for our product or service.

**Personal Financial Information** means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

**Personal Health Information** means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

**Personal Information** means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

**Transaction** means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

**You** means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
  - b) applying for; or
  - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Archway 60 R, LLC; Business Management Group, Inc.; Catalyst360, LLC; Champlain Life Reinsurance Company; DMS R, LLC; Eloy R, LLC; Ersatz Corporation; First State Insurance Company; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; Hartford Equity Sales Company, Inc.; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Investment Financial Services, LLC; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life Private Placement, LLC; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Mezzanine Investors I, LLC; Hartford Residual Market, L.C.C.; Hartford Retirement Services, LLC; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters Insurance Company; Hartford Technology Services Company, L.L.C.; Hartford of Texas General Agency, Inc.; Hartford Underwriters General Agency, Inc.; HARTRE Company, L.C.C.; HL Investment Advisors, LLC; HLA LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex Class B, LLC; M-CAP Insurance Agency, LLC; New England Insurance Company; New England Reinsurance Corporation; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Property and Casualty Insurance Company of Hartford; Revere R, LLC; RVR R, LLC; Sentinel Insurance Company, Ltd.; Sunstone R, LLC; Symphony R, LLC; The Evergreen Group Incorporated; The Hartford Alternative Strategies Fund; The Hartford Mutual Funds, Inc.; The Hartford Mutual Funds II, Inc.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company; White River Life Reinsurance Company.



## Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

**1-800-327-3636**

Available 24 hours a day, 365 days a year.

### The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

### The Effect of Timely Reporting on Controlling the Cost of Your Loss:

| Average Loss for Closed Claims<br>(Accident Years 2002-2005) |                                                               |
|--------------------------------------------------------------|---------------------------------------------------------------|
| Report Lag in Days                                           | Percent Change in Loss Costs<br>Compared to First Week Report |
| Incident Day                                                 | -6%                                                           |
| Week 1                                                       | 0%                                                            |
| Week 2                                                       | 13%                                                           |
| Week 3 or 4                                                  | 16%                                                           |
| 1 Month or Later                                             | 24%                                                           |

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

#### Information You'll Need

##### Company Information

- o Account Number
- o Location Code (if applicable)
- o Parent Company (or program name)
- o Policy Number

##### Worker Information

- o Name, DOB, Address, Phone
- o Social Security Number
- o Age, Gender
- o Marital Status, Number of Dependents
- o Hire Date, Years in Current Position
- o Wage Information

##### Incident Information

- o Type of injury (burn, cut, etc.)?
- o Exact body part injured?
- o What caused the accident?
- o Any reason to question the injury?
- o Any witnesses?
- o Address where injury occurred?
- o Where was the injured employee treated?  
(Provide name, address, phone of medical provider.)
- o When was the accident reported to you and by whom (date, time)?

#### Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at [www.talispoint.com/hartext](http://www.talispoint.com/hartext) or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.

PRODUCER'S FACT SHEET

NAMED INSURED: ABC CARE, INC  
 POLICY NO: 30WEC CK8056  
 PRODUCER'S NAME: J E OATES AND SON INSURANCE INC  
 PRODUCER'S CODE: 721148  
 POLICY EFF DATE: 10/01/13  
 POLICY EXP DATE: 10/01/14  
 ACCOUNT NUMBER: 12071610  
 PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT  
 TRANSACTION TYPE: RENEWAL  
 HOUSING CODE: SA  
 TOTAL ESTIMATED ANNUAL PREMIUM: \$13,383.00

| COMMISSION BREAKDOWN |                 |                       |
|----------------------|-----------------|-----------------------|
| LOB                  | EST ANN PREMIUM | COMMISSION PERCENTAGE |
| WC                   | \$12,620.00     | 9.0                   |
| WC                   | \$583.00        | .0                    |
| EXPENSE CONSTANT     | \$180.00        | .0                    |
| TOTAL                | \$13,383.00     |                       |

| FORMS        | TITLE                                                                                              |
|--------------|----------------------------------------------------------------------------------------------------|
| WC 00 00 01A | INFORMATION PAGE                                                                                   |
| WC 99 00 05  | SCHEDULE OF OPERATIONS                                                                             |
| WC 00 04 06  | PREMIUM DISCOUNT ENDORSEMENT                                                                       |
| WC 00 04 21C | CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT                           |
| WC 00 04 22A | TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT                        |
| WC 99 03 02B | WORKERS COMPENSATION BROAD FORM ENDORSEMENT                                                        |
| WC 99 03 66  | EXTENSION OF THE INFO.PAGE-ITEM 1 - OTHER WORKPLACES                                               |
| WC 00 04 14  | NOTIFICATION OF CHANGE IN OWNERSHIP                                                                |
| WC 00 04 19  | PREMIUM DUE DATE ENDORSEMENT                                                                       |
| WC 19 06 01E | MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT                                                   |
| WC 99 03 58B | AMENDMENT TO WORKERS' COMPENSATION BROAD FORM ENDORSEMENT - EMPLOYERS' LIABILITY STOP GAP COVERAGE |
| G-3418-0     | PRODUCER COMPENSATION NOTICE                                                                       |
| G-3058-1     | POLICY ADJUSTMENT NOTICE                                                                           |
| G-3251-0     | IMPORTANT NOTICE TO MARYLAND POLICYHOLDERS                                                         |
| WC 66 03 30E | PRIVACY POLICY AND PRACTICES OF THE HARTFORD                                                       |
| WC 66-03-37F | IMPORTANT NOTICE TO POLICYHOLDERS - TERRORISM RISK INSURANCE ACT                                   |
| WC 66 03 84  | REPORTING A WORK-RELATED INJURY IS TIME SENSITIVE!                                                 |
| 100722       | INSURANCE POLICY BILLING INFORMATION                                                               |
| 97485-14     | AN IMPORTANT MESSAGE TO WORKERS' COMPENSATION POLICYHOLDERS                                        |
| 98456-4      | MAINTAINING YOUR PAYROLL RECORDS FOR AUDIT PURPOSES                                                |

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: TCPC2032  
 PRODUCER'S FACT SHEET PAGE 1

08-01-13 30 WEC CK8056 (10-01-14)

B85

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056  
CHANGE NUMBER: 003

ROUTING INSTRUCTIONS

\_ SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B86

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POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

ENDT NO: 03  
ENDT EFF DATE: 11-01-12

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056 00 RENEWAL  
HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-12 TO 10-01-13

PRODUCER'S CODE: 721148  
PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610  
PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN  
BASIC BROAD FORM GENERATED  
BEST IND = 04

AUDIT (4)  
MARKET SEG ID #: 940  
POLICY SIC CODE: 8351  
INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: ENDT CNTL#:007  
POLICY FACE SHEET TERMINAL ID: R054V1ND  
11-19-12 30 WEC CK8056 (10-01-13)

B87



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CHANGE IN INFORMATION PAGE

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

NCCI Company Number: 30147

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 10/01/12

POLICY EXPIRATION DATE: 10/01/13

Policy Number: 30 WEC CK8056

Endorsement Number: 03

HOUSING CODE: SA

Effective Date: 11/01/12 Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

FEIN Number: 521655496

PRO RATA FACTOR: .915

PRODUCER NAME: J E OATES AND SON INSURANCE INC

PRODUCER CODE: 721148

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR  
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS AGREED THAT:

POLICY IS AMENDED TO CHANGE LOCATION 07 FOR INSD 01 FOR ST 19  
LOC READS: 3719 LITTLESTOWN PIKE  
WESTMINSTER, MD 21158

POLICY IS AMENDED TO CHANGE LOCATION 12 FOR INSD 01 FOR ST 19  
LOC READS: 405 N MAIN STREET  
MT. AIRY, MD 21771

(A) POLICY IS AMENDED TO ADD LOCATION 16 FOR INSD 01 ST 19  
LOC READS: 5320 ENTERPRISE STREET  
ELDERSBURG, MD 21784

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.  
Process Date: 11/19/12

Page 1 (CONTINUED ON NEXT PAGE)  
Policy Expiration Date: 10/01/13

B88

# CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 30 WEC CK8056

## SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

| CLASS CODE NUMBER<br>AND DESCRIPTION                                                              | ESTIMATED<br>TOTAL ANNUAL<br>REMUNERATION | RATES<br>PER 100 OF<br>REMUNERATION | ESTIMATED<br>ANNUAL<br>PREMIUMS |
|---------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------|---------------------------------|
| (A)<br>8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | .98                                 | 0                               |
| ALL OTHER STATE CLASS PREMIUM                                                                     |                                           |                                     | 11,760                          |
| TOTAL CLASS PREMIUM                                                                               |                                           |                                     | 11,760                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION                                                  |                                           |                                     | 11,760                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123                                                      |                                           |                                     | .930                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION                                        |                                           |                                     | 10,937                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                                                           |                                           |                                     | 10,937                          |
| PREMIUM DISCOUNT 1.9 PERCENT                                                                      |                                           |                                     | -208                            |
| EXPENSE CONSTANT (0900)                                                                           |                                           |                                     | 180                             |
| TERRORISM (9740)                                                                                  | 1,200,000                                 | .050                                | 600                             |
| CATASTROPHE (9741)                                                                                | 1,200,000                                 | .020                                | 240                             |
| TOTAL ESTIMATED ANNUAL PREMIUM - MD                                                               |                                           |                                     | 11,749                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION                                                  |                                           |                                     | 11,760                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123                                                      |                                           |                                     | .930                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION                                        |                                           |                                     | 10,937                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                                                           |                                           |                                     | 10,937                          |
| PREMIUM DISCOUNT 1.9 PERCENT                                                                      |                                           |                                     | -208                            |
| EXPENSE CONSTANT 0900                                                                             |                                           |                                     | 180                             |
| TERRORISM (9740)                                                                                  |                                           |                                     | 600                             |
| CATASTROPHE (9741)                                                                                |                                           |                                     | 240                             |
| TOTAL ESTIMATED ANNUAL PREMIUM                                                                    |                                           |                                     | 11,749                          |

PRODUCER'S FACT SHEET

NAMED INSURED:  
ABC CARE, INC

POLICY NO: 30WEC CK8056

PRODUCER'S NAME:  
J E OATES AND SON INSURANCE INC

PRODUCER'S CODE: 721148

POLICY EFF DATE: 10/01/12

POLICY EXP DATE: 10/01/13

ACCOUNT NUMBER: 12071610

PAYOR: INSURED

BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT

TRANSACTION TYPE: ENDORSEMENT

ENDT NO: 03

TRANS EFF DATE: 11/01/12

HOUSING CODE: SA

ESTIMATED ENDORSEMENT PREMIUM: NON PREMIUM BEARING

FORMS

TITLE

WC 99 00 06A

CHANGE IN INFORMATION PAGE

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R054V1ND

PRODUCER'S FACT SHEET

PAGE 1

11-19-12 30 WEC CK8056 (10-01-13)

B90



REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056  
CHANGE NUMBER: 002

ROUTING INSTRUCTIONS

   SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B91

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POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

ENDT NO: 02

ENDT EFF DATE: 10-01-12

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056

00 RENEWAL

HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-12 TO 10-01-13

PRODUCER'S CODE: 721148

PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610

PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN

BASIC BROAD FORM GENERATED

BEST IND = 04

AUDIT (4)

MARKET SEG ID #: 940

POLICY SIC CODE: 8351

INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: ENDT CNTL#:006  
POLICY FACE SHEET TERMINAL ID: R054V1ND  
11-19-12 30 WEC CK8056 (10-01-13)

B92



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

NCCI Company Number: 30147

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 10/01/12

POLICY EXPIRATION DATE: 10/01/13

Policy Number: 30 WEC CK8056

Endorsement Number: 02 HOUSING CODE: SA

Effective Date: 10/01/12 Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

FEIN Number: 521655496

PRO RATA FACTOR: 1.000

PRODUCER NAME: J E OATES AND SON INSURANCE INC

PRODUCER CODE: 721148

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR  
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$336 IT IS AGREED THAT:

POLICY IS AMENDED TO CHANGE INTRASTATE EXPERIENCE MODIFICATION  
OF .930 FOR STATE(S) MD

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT  
ISSUE: WC000406

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.

Process Date: 11/19/12

Page 1 (CONTINUED ON NEXT PAGE)

Policy Expiration Date: 10/01/13

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# CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 30 WEC CK8056

## SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

| CLASS CODE NUMBER<br>AND DESCRIPTION                       | ESTIMATED<br>TOTAL ANNUAL<br>REMUNERATION | RATES<br>PER 100 OF<br>REMUNERATION | ESTIMATED<br>ANNUAL<br>PREMIUMS |
|------------------------------------------------------------|-------------------------------------------|-------------------------------------|---------------------------------|
| TOTAL CLASS PREMIUM                                        |                                           |                                     | 11,760                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 11,760                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .930                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 10,937                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 10,937                          |
| PREMIUM DISCOUNT 1.9 PERCENT                               |                                           |                                     | -208                            |
| EXPENSE CONSTANT 0900                                      |                                           |                                     | 180                             |
| TERRORISM (9740)                                           | 1,200,000                                 | .050                                | 600                             |
| CATASTROPHE (9741)                                         | 1,200,000                                 | .020                                | 240                             |
| TOTAL ESTIMATED ANNUAL PREMIUM - MD                        |                                           |                                     | 11,749                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |                                           |                                     | 11,760                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |                                           |                                     | .930                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |                                           |                                     | 10,937                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |                                           |                                     | 10,937                          |
| PREMIUM DISCOUNT 1.9 PERCENT                               |                                           |                                     | -208                            |
| EXPENSE CONSTANT 0900                                      |                                           |                                     | 180                             |
| TERRORISM (9740)                                           |                                           |                                     | 600                             |
| CATASTROPHE (9741)                                         |                                           |                                     | 240                             |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |                                           |                                     | 11,749                          |
| ESTIMATED ANNUAL ADDITIONAL ENDORSEMENT PREMIUM            |                                           |                                     | 336                             |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PREMIUM DISCOUNT ENDORSEMENT

Policy Number: 30 WEC CK8056

Endorsement Number: 02

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

### SCHEDULE

| State | First<br>\$5,000 | Next<br>\$95,000 | Next<br>\$400,000 | Balance |
|-------|------------------|------------------|-------------------|---------|
| MD    | 00.0%            | 3.5%             | 5.0%              | 7.0%    |

Other Policy Numbers:

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 00 04 06 T Printed in U.S.A.

Process Date: 11/19/12

Policy Expiration Date: 10/01/13

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PRODUCER'S FACT SHEET

NAMED INSURED:  
ABC CARE, INC

POLICY NO: 30WEC CK8056

PRODUCER'S NAME:  
J E OATES AND SON INSURANCE INC

PRODUCER'S CODE: 721148

POLICY EFF DATE: 10/01/12

POLICY EXP DATE: 10/01/13

ACCOUNT NUMBER: 12071610

PAYOR: INSURED

BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT

TRANSACTION TYPE: ENDORSEMENT

ENDT NO: 02

TRANS EFF DATE: 10/01/12

HOUSING CODE: SA

ESTIMATED ENDORSEMENT PREMIUM:

\$336.00 AP

| ENDORSEMENT PREMIUM BREAKDOWN |                 |            |            |
|-------------------------------|-----------------|------------|------------|
| LOB                           | EST ANN PREMIUM | COMMISSION | PERCENTAGE |
| WC                            | \$353.00 AP     | 18.0       |            |
| WC                            | \$17.00- RP     | .0         |            |
| TOTAL                         | \$336.00 AP     |            |            |

FORMS

TITLE

WC 99 00 06A  
WC 00 04 06

CHANGE IN INFORMATION PAGE  
PREMIUM DISCOUNT ENDORSEMENT

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R054VIND  
PRODUCER'S FACT SHEET

PAGE 1

11-19-12 30 WEC CK8056 (10-01-13)

B96

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056  
CHANGE NUMBER: 001

ROUTING INSTRUCTIONS

— SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B97

56  
80  
CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

ENDT NO: 01

ENDT EFF DATE: 11-01-12

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056 00 RENEWAL  
HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-12 TO 10-01-13

PRODUCER'S CODE: 721148

PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610

PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN

BASIC BROAD FORM GENERATED

BEST IND = 04

AUDIT (4)

MARKET\_SEG\_ID #: 940

POLICY SIC CODE: 8351

INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: CEF  
POLICY FACE SHEET  
11-19-12 30 WEC CK8056

CNTL#:004  
TERMINAL ID: R045V9CA  
(10-01-13)

B98





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CHANGE IN INFORMATION PAGE

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

NCCI Company Number: 30147

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 10/01/12

POLICY EXPIRATION DATE: 10/01/13

Policy Number: 30 WEC CK8056

Endorsement Number: 01 HOUSING CODE: SA

Effective Date: 11/01/12 Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

FEIN Number: 521655496

PRO RATA FACTOR: .915

PRODUCER NAME: J E OATES AND SON INSURANCE INC

PRODUCER CODE: 721148

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR  
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS AGREED THAT:

ENDT NUMBER 01 HAS BEEN CANCELLED FLAT

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.

Page 1 (CONTINUED ON NEXT PAGE)

Process Date: 11/19/12

Policy Expiration Date: 10/01/13

B99

PRODUCER'S FACT SHEET

NAMED INSURED:  
ABC CARE, INC

POLICY NO: 30WEC CK8056

PRODUCER'S NAME:  
J E OATES AND SON INSURANCE INC

PRODUCER'S CODE: 721148

POLICY EFF DATE: 10/01/12

POLICY EXP DATE: 10/01/13

ACCOUNT NUMBER: 12071610

PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT

TRANS TYPE: CANCEL ENDT FLAT ENDT NO: 01 TRANS EFF DATE: 11/01/12

HOUSING CODE: SA

ESTIMATED ENDORSEMENT PREMIUM: NON PREMIUM BEARING

FORMS TITLE

WC 99 00.06A CHANGE IN INFORMATION PAGE

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R045V9CA  
PRODUCER'S FACT SHEET PAGE 1

11-19-12 30 WEC CK8056 (10-01-13)

B100

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 30 WEC CK8056  
CHANGE NUMBER: 001

ROUTING INSTRUCTIONS

— SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B101

56  
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CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

ENDT NO: 01

ENDT EFF DATE: 11-01-12

RECORDS RETENTION -- PERMANENT

POLICY NO: 30 WEC CK8056 00 RENEWAL

HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-12 TO 10-01-13

PRODUCER'S CODE: 721148

PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610

PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN

BASIC BROAD FORM GENERATED

BEST IND = 04

AUDIT: (4)

MARKET SEG ID #: 940

POLICY SIC CODE: 8351

INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: ENDT  
POLICY FACE SHEET  
11-17-12 30 WEC CK8056

CNTL#:003  
TERMINAL ID: R045V9CA  
(10-01-13)

B102



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CHANGE IN INFORMATION PAGE

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

NCCI Company Number: 30147

AUDIT PERIOD: ANNUAL

POLICY EFFECTIVE DATE: 10/01/12

POLICY EXPIRATION DATE: 10/01/13

Policy Number: 30 WEC CK8056

Endorsement Number: 01

HOUSING CODE: SA

Effective Date: 11/01/12 Effective hour is the same as stated in the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

FEIN Number: 521655496

PRO RATA FACTOR: .915

PRODUCER NAME: J E OATES AND SON INSURANCE INC

PRODUCER CODE: 721148

It is agreed that the policy is amended as follows:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR  
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IN CONSIDERATION OF NO CHANGE IN PREMIUM IT IS AGREED THAT:

POLICY IS AMENDED TO CHANGE LOCATION 07 FOR INSD 01 FOR ST 19  
LOC READS: 3719 LITTLESTOWN PIKE  
WESTMINSTER, MD 21158

POLICY IS AMENDED TO CHANGE LOCATION 12 FOR INSD 01 FOR ST 19  
LOC READS: 405 N. MAIN STREET  
MT. AIRY, MD 21771

(A) POLICY IS AMENDED TO ADD LOCATION 16 FOR INSD 01 ST 19  
LOC READS: 5320 ENTERPRISE STREET  
ELDERSBURG, MD 21784

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 06 A (1) Printed in U.S.A.

Process Date: 11/17/12

Page 1 (CONTINUED ON NEXT PAGE)

Policy Expiration Date: 10/01/13

B103

# CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 30 WEC CK8056

## SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

| CLASS CODE NUMBER<br>AND DESCRIPTION                                                              | ESTIMATED<br>TOTAL ANNUAL<br>REMUNERATION | RATES<br>PER 100 OF<br>REMUNERATION | ESTIMATED<br>ANNUAL<br>PREMIUMS |
|---------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------|---------------------------------|
| (A)<br>8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | .98                                 | 0                               |
| ALL OTHER STATE CLASS PREMIUM                                                                     |                                           |                                     | 11,760                          |
| TOTAL CLASS PREMIUM                                                                               |                                           |                                     | 11,760                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION                                                  |                                           |                                     | 11,760                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123                                                      |                                           |                                     | .900                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION                                        |                                           |                                     | 10,584                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                                                           |                                           |                                     | 10,584                          |
| PREMIUM DISCOUNT 1.8 PERCENT                                                                      |                                           |                                     | -191                            |
| EXPENSE CONSTANT (0900)                                                                           |                                           |                                     | 180                             |
| TERRORISM (9740)                                                                                  | 1,200,000                                 | .050                                | 600                             |
| CATASTROPHE (9741)                                                                                | 1,200,000                                 | .020                                | 240                             |
| TOTAL ESTIMATED ANNUAL PREMIUM - MD                                                               |                                           |                                     | 11,413                          |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION                                                  |                                           |                                     | 11,760                          |
| MD - INTRA EXPERIENCE MODIFICATION 190093123                                                      |                                           |                                     | .900                            |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION                                        |                                           |                                     | 10,584                          |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                                                           |                                           |                                     | 10,584                          |
| PREMIUM DISCOUNT 1.8 PERCENT                                                                      |                                           |                                     | -191                            |
| EXPENSE CONSTANT 0900                                                                             |                                           |                                     | 180                             |
| TERRORISM (9740)                                                                                  |                                           |                                     | 600                             |
| CATASTROPHE (9741)                                                                                |                                           |                                     | 240                             |
| TOTAL ESTIMATED ANNUAL PREMIUM                                                                    |                                           |                                     | 11,413                          |

PRODUCER'S FACT SHEET

NAMED INSURED:  
ABC CARE, INC

POLICY NO: 30WEC CK8056

PRODUCER'S NAME:  
J E OATES AND SON INSURANCE INC

PRODUCER'S CODE: 721148

POLICY EFF DATE: 10/01/12

POLICY EXP DATE: 10/01/13

ACCOUNT NUMBER: 12071610

PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT

TRANSACTION TYPE: ENDORSEMENT ENDT NO: 01 TRANS EFF DATE: 11/01/12

HOUSING CODE: SA

ESTIMATED ENDORSEMENT PREMIUM: NON PREMIUM BEARING

FORMS TITLE

WC 99 00 06A CHANGE IN INFORMATION PAGE

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: R045V9CA

PRODUCER'S FACT SHEET PAGE 1

11-17-12 30 WEC CK8056 (10-01-13)

B105

REGIONAL OFFICE INSTRUCTION SHEET

ROUTING INSTRUCTIONS

POLICY NUMBER: 30 WEC CK8056

— SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

B106



56  
80  
CK  
WEC

POLICY FACE SHEET

PROPERTY & CASUALTY INS CO. OF HARTFORD

RECORDS RETENTION - PERMANENT

POLICY NO: 30 WEC CK8056 00 RENEWAL  
HOUSING CODE: SA

1. NAMED INSURED AND  
MAILING ADDRESS:

ABC CARE, INC  
2815 PATAPSCO RD  
FINKSBURG, MD 21048

THE NAMED INSURED IS:  
CORPORATION

2. POLICY PERIOD: 10-01-12 TO 10-01-13

PRODUCER'S CODE: 721148  
PRODUCER'S NAME: J E OATES AND SON INSURANCE INC

BUSINESS OF NAMED INSURED: DAY CARE CENTER - SPECTRUM LIA  
AUDIT PERIOD: ANNUAL

3. STATES COVERED: MD

ACCOUNT NUMBER: 12071610  
PAYOR: INSURED FREQUENCY: MONTHLY/3 MO DOWN  
BASIC BROAD FORM GENERATED  
BEST IND = 04

AUDIT (4)  
MARKET SEG ID #: 940  
POLICY SIC CODE: 8351  
INFORMATION MESSAGE: FULLY SUPPORTED

TRANS TYPE: NB CNTL#:001  
POLICY FACE SHEET TERMINAL ID: P4SAS13B  
09-28-12 30 WEC CK8056 (10-01-13)

B107

56 (Policy Provisions: WC 00 00 00 B)

80

CK

**INFORMATION PAGE**

**WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**NCCI Company Number:**

30147

**Company Code:** P



**POLICY NUMBER:**

30 WEC CK8056

**Previous Policy Number:**

NEW

Suffix  
LARS RENEWAL  
00

HOUSING CODE: SA

1. **Named Insured and Mailing Address:** ABC CARE, INC  
(No., Street, Town, State, Zip Code)

2815 PATAPSCO RD  
FINKSBURG, MD 21048

**FEIN Number:** 521655496

**State Identification Number(s):**

**The Named Insured is:** CORPORATION

**Business of Named Insured:** DAY CARE CENTER - SPECTRUM LIA

**Other workplaces not shown above:** SEE ATTACHED SCHEDULES

2. **Policy Period:** From 10/01/12 To 10/01/13  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** J E OATES AND SON INSURANCE INC

1301 YORK ROAD SUITE 702  
LUTHERVILLE, MD 21093

**Producer's Code:** 721148

**Issuing Office:** THE HARTFORD

8711 UNIVERSITY EAST DRIVE  
CHARLOTTE NC 28213  
(877) 853-2582

**Total Estimated Annual Premium:** \$11,413

**Deposit Premium:**

**Policy Minimum Premium:** \$263 MD

**Audit Period:** ANNUAL

**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

Date

Form WC 00 00 01 A (1) Printed in U.S.A.  
Process Date: 09/28/12

Page 1 (Continued on next page)  
Policy Expiration Date: 10/01/13 B108

**INFORMATION PAGE (Continued)**

Policy Number: 30 WEC CK8056

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: MD

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

|                                  |           |                      |
|----------------------------------|-----------|----------------------|
| <b>Bodily injury by Accident</b> | \$100,000 | <b>each accident</b> |
| <b>Bodily injury by Disease</b>  | \$500,000 | <b>policy limit</b>  |
| <b>Bodily injury by Disease</b>  | \$100,000 | <b>each employee</b> |

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND  
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 99 00 05 WC 00 04 06 WC 00 04 21C WC 00 04 22A WC 99 03 02B  
WC 99 03 66 WC 00 04 14 WC 00 04 19 WC 19 06 01E WC 99 03 58B

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

| Classifications<br>Code Number and<br>Description | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|---------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                   | Total Estimated<br>Annual<br>Remuneration |                                       |                                |

(SEE ATTACHED SCHEDULES)

|                                                            |           |      |        |
|------------------------------------------------------------|-----------|------|--------|
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION           |           |      | 11,760 |
| MD - INTRA EXPERIENCE MODIFICATION 190093123               |           |      | .900   |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION |           |      | 10,584 |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                    |           |      | 10,584 |
| PREMIUM DISCOUNT 1.8 PERCENT                               |           |      | -191   |
| EXPENSE CONSTANT (0900)                                    |           |      | 180    |
| TERRORISM (9740)                                           | 1,200,000 | .050 | 600    |
| CATASTROPHE (9741)                                         | 1,200,000 | .020 | 240    |
| TOTAL ESTIMATED ANNUAL PREMIUM                             |           |      | 11,413 |

|                                        |           |
|----------------------------------------|-----------|
| <b>Total Estimated Annual Premium:</b> | \$11,413  |
| <b>Deposit Premium:</b>                |           |
| <b>Policy Minimum Premium:</b>         | \$263. MD |

**Interstate/Intrastate Identification Number:** / 190093123

**Labor Contractors Policy Number:**

NAICS:  
SIC: 8351

Form WC 00 00 01 A (1) Printed in U.S.A.  
Process Date: 09/28/12

Page 2 B109  
Policy Expiration Date: 10/01/13



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-01

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC

2815 PATAPSCO RD

FINKSBURG

MD 21048

NAICS:

SIC: 8351

NO. OF EMPL: 000005

FEIN: 521655496

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | 1,200,000                                 | .98                                   | 11,760                         |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05

(1) Printed in U.S.A.

Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B110



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-02

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

811 UNION RD

WESTMINSTER

MD 21158

NAICS:

**FEIN:** 521655496

**UIN:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC-99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B111



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-03

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC

1021 JOHNSVILLE RD

SYKESVILLE MD 21784

NAICS:

FEIN: 521655496

UIN:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B112



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-04

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC

3838 SKYSVILLE RD

SYKESVILLE MD 21784

NAICS:

SIC: 8351

NO. OF EMPL: 000003

FEIN: 521655496

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B113

## SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-05

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
6315 FREEDOM AVE  
SYKESVILLE MD 21784

NAICS:

FEIN: 521655496

UIN:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B114





## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-06

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

1100 GIST RD

WESTMINSTER

MD 21157

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B115



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS. CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-07

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
375 ROSEDALE RD  
SYKESVILLE MD 21784

**FEIN:** 521655496 **UIN:** **NAICS:** **SIC:** 8351 **NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B116



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-08

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

63 SCAREDHEART LN

GLYNDON

MD 21071

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B117



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-09

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
45 MONROE ST  
WESTMINSTER MD 21157

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B118



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-10

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

202 WATERVILLE RD

MOUNT AIRY MD 21771

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B119



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS. CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-11

**Effective Date:** 10/01/12 **Effective hour** is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC  
1738 OLD TANEYTOWN RD.  
WESTMINSTER MD 21158

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B120



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-12

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

30 N CRANBERRY RD

WESTMINSTER

MD 21157

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

**FEIN:** 521655496

**UIN:**

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit:

| Classifications<br>Code Number and<br>Description                                          | Premium Basis                             | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------|--------------------------------|
|                                                                                            | Total Estimated<br>Annual<br>Remuneration |                                       |                                |
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                    | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B121



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-13

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
4401 SALEM BOTTOM RD  
WESTMINSTER MD 21157

NAICS:

FEIN: 521655496

UIN:

SIC: 8351

NO. OF EMPL: 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B122





## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER:** PROPERTY & CASUALTY INS CO. OF HARTFORD

**Company Code:** P

**Policy Number:** 30 WEC CK8056 **Schedule Number:** 01-19-14

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Location Address of operations covered by this schedule:**

ABC CARE, INC

2702 BACK ACRE CIR

MOUNT AIRY MD 21771

**FEIN:** 521655496

**UIN:**

**NAICS:**

**SIC:** 8351

**NO. OF EMPL:** 000003

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |

Countersigned by \_\_\_\_\_

Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B123



## SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: PROPERTY & CASUALTY INS CO. OF HARTFORD

Company Code: P

Policy Number: 30 WEC CK8056 Schedule Number: 01-19-15

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

ABC CARE, INC  
DEER PARK 2205 SYKESVILLE RD  
WESTMINSTER MD 21157

NAICS:

SIC: 8351

NO. OF EMPL: 000003

FEIN: 521655496

UIN:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications<br>Code Number and<br>Description                                          | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rates Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------------------------------|--------------------------------|
| 8869<br>CHILD CARE CENTER - ALL EMPLOYEES<br>INCLUDING CLERICAL, SALESPERSONS<br>& DRIVERS | IF ANY                                                     | .98                                   |                                |
| TOTAL CLASS PREMIUM                                                                        |                                                            |                                       | 11,760                         |
| TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION                                           |                                                            |                                       | 11,760                         |
| MD - INTRA EXPERIENCE MODIFICATION 190093123                                               |                                                            |                                       | .900                           |
| PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION                                 |                                                            |                                       | 10,584                         |
| TOTAL ESTIMATED ANNUAL STANDARD PREMIUM                                                    |                                                            |                                       | 10,584                         |
| PREMIUM DISCOUNT 1.8 PERCENT                                                               |                                                            |                                       | -191                           |
| EXPENSE CONSTANT (0900)                                                                    |                                                            |                                       | 180                            |
| TERRORISM (9740)                                                                           | 1,200,000                                                  | .050                                  | 600                            |
| CATASTROPHE (9741)                                                                         | 1,200,000                                                  | .020                                  | 240                            |
| TOTAL ESTIMATED ANNUAL PREMIUM                                                             |                                                            |                                       | 11,413                         |

Countersigned by \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B124



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **PREMIUM DISCOUNT ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

#### **SCHEDULE**

| <b>State</b> | <b>First<br/>\$5,000</b> | <b>Next<br/>\$95,000</b> | <b>Next<br/>\$400,000</b> | <b>Balance</b> |
|--------------|--------------------------|--------------------------|---------------------------|----------------|
| MD           | 00.0%                    | 3.5%                     | 5.0%                      | 7.0%           |

**Other Policy Numbers:**

Countersigned by \_\_\_\_\_  
Authorized Representative

Form WC 00 04 06 T Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B125



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- o Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- o Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- o Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk

Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- o Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

### Schedule

State

Rate

Premium

Form WC 00 04 21 C Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13 B126



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/12      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

**State**

**Rate**

**Premium**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMIUM DUE DATE ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Section D of Part Five of the policy is replaced by this provision:

**PART FIVE  
PREMIUM**

**D. Premium is amended to read:**

You will pay all premium when due. You will pay the premium even if part or all of a workers

compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

Countersigned by \_\_\_\_\_  
Authorized Representative

Form WC 00 04 19 Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B129



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WORKERS' COMPENSATION BROAD FORM ENDORSEMENT**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/12

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

| <u>SUBJECT</u>                                                                                   | <u>INDEX</u> | <u>PAGE</u> |
|--------------------------------------------------------------------------------------------------|--------------|-------------|
| <b>SECTION I</b>                                                                                 |              | 2           |
| <b>PARTS ONE and TWO</b>                                                                         |              | 2           |
| 01 We Will Also Pay                                                                              |              | 2           |
| <b>PART - THREE</b>                                                                              |              | 2           |
| 02 How This Insurance Works                                                                      |              | 2           |
| <b>PART - SIX</b>                                                                                |              | 2           |
| 03 Transfer of Your Rights and Duties                                                            |              | 2           |
| 04 Liberalization                                                                                |              | 2           |
| <b>SECTION II</b>                                                                                |              | 2           |
| <b>VOLUNTARY COMPENSATION INSURANCE</b>                                                          |              | 2           |
| 05 Voluntary Compensation Insurance                                                              |              | 2           |
| A. How This Insurance Applies                                                                    |              | 2           |
| B. We will Pay                                                                                   |              | 3           |
| C. Exclusions                                                                                    |              | 3           |
| D. Before We Pay                                                                                 |              | 3           |
| E. Recovery From Others                                                                          |              | 3           |
| F. Employers' Liability Insurance                                                                |              | 3           |
| <b>EMPLOYERS' LIABILITY STOP GAP COVERAGE</b>                                                    |              | 3           |
| 06 Employers' Liability Stop Gap Coverage                                                        |              | 3           |
| A. Stop Gap Coverage Limited Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming. |              | 3           |
| B. Part One does not Apply                                                                       |              | 3           |
| C. Application of Coverage                                                                       |              | 3           |
| D. Additional Exclusions                                                                         |              | 3           |
| E. West Virginia                                                                                 |              | 3           |
| <b>SECTION III</b>                                                                               |              | 4           |
| 07 Schedule of Covered States                                                                    |              | 4           |



## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and
- E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of A. How This Insurance

**Applies of Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the officer's or employee's employment.

The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.

- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

### SECTION III

#### 7. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

MD

Countersigned by \_\_\_\_\_

Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT TO WORKERS' COMPENSATION BROAD FORM  
ENDORSEMENT- EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**Policy Number:** 30 WEC CK8056

**Endorsement Number:**

**Effective Date:** 10/01/12

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

This endorsement changes the Workers'  
Compensation Broad Form Endorsement -  
Employers' Liability Stop Gap Coverage

A. This coverage only applies in North Dakota,  
Ohio, Washington, and Wyoming

6. Employers' Liability Stop Gap Coverage

E. This paragraph is removed.



## EXTENSION OF THE INFORMATION PAGE - ITEM 1 - OTHER WORKPLACES

Policy Number: 30 WEC CK8056

Endorsement Number:

Effective Date: 10/01/12 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ABC CARE, INC

2815 PATAPSCO RD  
FINKSBURG, MD 21048

Item 1 of the Information Page is completed to include other workplaces of the named insured:

|                              |             |    |       |    |
|------------------------------|-------------|----|-------|----|
| 2815 PATAPSCO RD             | FINKSBURG   | MD | 21048 | MD |
| 811 UNION RD                 | WESTMINSTER | MD | 21158 | MD |
| 1021 JOHNSVILLE RD           | SYKESVILLE  | MD | 21784 | MD |
| 3838 SKYSVILLE RD            | SYKESVILLE  | MD | 21784 | MD |
| 6315 FREEDOM AVE             | SYKESVILLE  | MD | 21784 | MD |
| 1100 GIST RD                 | WESTMINSTER | MD | 21157 | MD |
| 375 ROSEDALE RD              | SYKESVILLE  | MD | 21784 | MD |
| 63 SCAREDHEART LN            | GLYNDON     | MD | 21071 | MD |
| 45 MONROE ST                 | WESTMINSTER | MD | 21157 | MD |
| 202 WATERVILLE RD            | MOUNT AIRY  | MD | 21771 | MD |
| 1738 OLD TANEYTOWN RD        | WESTMINSTER | MD | 21158 | MD |
| 30 N CRANBERRY RD            | WESTMINSTER | MD | 21157 | MD |
| 4401 SALEM BOTTOM RD         | WESTMINSTER | MD | 21157 | MD |
| 2702 BACK ACRE CIR           | MOUNT AIRY  | MD | 21771 | MD |
| DEER PARK 2205 SYKESVILLE RD | WESTMINSTER | MD | 21157 | MD |

Form WC 99 03 66 Printed in U.S.A.  
Process Date: 09/28/12

Policy Expiration Date: 10/01/13

B135



**Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates**  
(herein called "we, our, and us")

*This Privacy Policy applies to our United States Operations*

We value your trust. We are committed to the responsible:

- a) management;
  - b) use; and
  - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
  - b) your address;
  - c) your income;
  - d) your payment; or
  - e) your credit history;
- may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
  - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
  - b) brokerage firms;
  - c) insurance companies;
  - d) administrators; and
  - e) service providers;
- who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
  - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

~~Our employees have access to **Personal Information** in the course of doing their jobs, such as:~~

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
  - b) the integrity of;
- Personal Information** that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give **You** a copy of our current Privacy Policy.

We will also give **You** a copy of our current Privacy Policy once a year if **You** maintain a continuing business relationship with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

*As used in this Privacy Notice:*

**Application** means your request for our product or service.

**Personal Financial Information** means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

**Personal Health Information** means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

**Personal Information** means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

**Transaction** means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

**You** means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
  - b) applying for; or
  - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

American Maturity Life Insurance Company; First State Insurance Company; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty Insurance Company; Hartford Equity Sales Company, Inc.; Hartford Fire Insurance Company; Hartford Fire General Agency, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford International Life Reassurance Corporation; Hartford Investment Advisory Company, LLC; Hartford Investment Financial Services, LLC; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Lloyd's Insurance Company; Hartford Mezzanine Investors I, LLC; Hartford Retirement Services, LLC; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Underwriters Insurance Company; Hartford Comprehensive Employee Benefit Service Company; HL Investment Advisors, LLC; M-CAP Insurance Agency, LLC; New England Insurance Company; New England Reinsurance Corporation; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Hartford Life Distributors, LLC; Property and Casualty Insurance Company of Hartford; Sentinel Insurance Company, Ltd.; The Hartford Alternative Strategies Fund; The Hartford Mutual Funds II, Inc.; The Hartford Mutual Funds, Inc.; Trumbull Insurance Company; Twin City Fire Insurance Company.

HPP Revised January 2012  
4811222\_1

Form WC 66 03 30 D

Page 2 of 2

B137



## Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

**1-800-327-3636**

Available 24 hours a day, 365 days a year.

### The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

### The Effect of Timely Reporting on Controlling the Cost of Your Loss:

| Average Loss for Closed Claims<br>(Accident Years 2002-2005) |                                                               |
|--------------------------------------------------------------|---------------------------------------------------------------|
| Report Lag in Days                                           | Percent Change in Loss Costs<br>Compared to First Week Report |
| Incident Day                                                 | -6%                                                           |
| Week 1                                                       | 0%                                                            |
| Week 2                                                       | 13%                                                           |
| Week 3 or 4                                                  | 16%                                                           |
| 1 Month or Later                                             | 24%                                                           |

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

#### Information You'll Need

##### Company Information

- ☐ Account Number
- ☐ Location Code (if applicable)
- ☐ Parent Company (or program name)
- ☐ Policy Number

##### Worker Information

- ☐ Name, DOB, Address, Phone
- ☐ Social Security Number
- ☐ Age, Gender
- ☐ Marital Status, Number of Dependents
- ☐ Hire Date, Years in Current Position
- ☐ Wage Information

##### Incident Information

- ☐ Type of injury (burn, cut, etc.)?
- ☐ Exact body part injured?
- ☐ What caused the accident?
- ☐ Any reason to question the injury?
- ☐ Any witnesses?
- ☐ Address where injury occurred?
- ☐ Where was the injured employee treated?  
(Provide name, address, phone of medical provider.)
- ☐ When was the accident reported to you and by whom (date, time)?

#### Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at [www.talispoint.com/hartext](http://www.talispoint.com/hartext) or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.



PRODUCER'S FACT SHEET

NAMED INSURED: ABC CARE, INC POLICY NO: 30WEC CK8056  
 PRODUCER'S NAME: J E OATES AND SON INSURANCE INC PRODUCER'S CODE: 721148  
 POLICY EFF DATE: 10/01/12 POLICY EXP DATE: 10/01/13  
 ACCOUNT NUMBER: 12071610  
 PAYOR: INSURED BILL FREQUENCY: MONTHLY / 3 MONTH DOWNPAYMENT  
 TRANSACTION TYPE: NEW BUSINESS  
 HOUSING CODE: SA  
 TOTAL ESTIMATED ANNUAL PREMIUM: \$11,413.00

| COMMISSION BREAKDOWN |                 |            |            |
|----------------------|-----------------|------------|------------|
| LOB                  | EST ANN PREMIUM | COMMISSION | PERCENTAGE |
| WC                   | \$10,584.00     | 18.0       |            |
| WC                   | \$649.00        | .0         |            |
| EXPENSE CONSTANT     | \$180.00        | .0         |            |
| TOTAL                | \$11,413.00     |            |            |

| FORMS        | TITLE                                                                                              |
|--------------|----------------------------------------------------------------------------------------------------|
| WC 00 00 01A | INFORMATION PAGE                                                                                   |
| WC 99 00 05  | SCHEDULE OF OPERATIONS                                                                             |
| WC 00 04 06  | PREMIUM DISCOUNT ENDORSEMENT                                                                       |
| WC 00 04 21C | CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT                           |
| WC 00 04 22A | TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT                        |
| WC 99 03 02B | WORKERS COMPENSATION BROAD FORM ENDORSEMENT                                                        |
| WC 99 03 66  | EXTENSION OF THE INFO.PAGE-ITEM 1 - OTHER WORKPLACES                                               |
| WC 00 04 14  | NOTIFICATION OF CHANGE IN OWNERSHIP                                                                |
| WC 00 04 19  | PREMIUM DUE DATE ENDORSEMENT                                                                       |
| WC 19 06 01E | MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT                                                   |
| WC 99 03 58B | AMENDMENT TO WORKERS' COMPENSATION BROAD FORM ENDORSEMENT - EMPLOYERS' LIABILITY STOP GAP COVERAGE |
| G-3418-0     | PRODUCER COMPENSATION NOTICE                                                                       |
| G-3058-1     | POLICY ADJUSTMENT NOTICE                                                                           |
| G-3251-0     | IMPORTANT NOTICE TO MARYLAND POLICYHOLDERS                                                         |
| WC 66 03 30D | PRIVACY POLICY AND PRACTICES OF THE HARTFORD                                                       |
| WC 66 03 37F | IMPORTANT NOTICE TO POLICYHOLDERS - TERRORISM RISK                                                 |
| <hr/>        |                                                                                                    |
| WC 66 03 84  | REPORTING A WORK-RELATED INJURY IS TIME SENSITIVE!                                                 |
| 100722       | DIRECT BILL INFORMATION                                                                            |
| 97485-13     | AN IMPORTANT MESSAGE TO WORKERS' COMPENSATION POLICYHOLDERS                                        |
| 98456-4      | MAINTAINING YOUR PAYROLL RECORDS FOR AUDIT PURPOSES                                                |

THE COMMISSION RATE IS TENTATIVE AND SUBJECT TO ADJUSTMENT

TERMINAL ID: P4SAS13B  
 PRODUCER'S FACT SHEET PAGE 1

09-28-12 30 WEC CK8056 (10-01-13)

B139

C

**Search Records**

- Simple Searches
- Name
- Book / Page
- Document Type
- Instrument #
- Description
- Consideration
- TMS Number
- Record Date

**Party Type:** Both

**Name:** spalding don

**Document Type:** ALL DOCUMENT TYPES

**or Category:** n/a

**Begin Date:** 12/1/1986 Yesterday Today

**End Date:** 10/31/2014 Yesterday Today

Search Records

**Search Results - Print**

Searched for the name 'spalding don' in ALL DOCUMENT TYPES type documents from '12/1/1986' to

Status Column (U = Unreleased & Blank = Released)

| 1     |        |           |                          |                               |     |
|-------|--------|-----------|--------------------------|-------------------------------|-----|
| [row] | Status | PartyType | FullName                 | CrossPartyName                | Do  |
| 1     |        | From      | SPALDING DON S           | PICKENS S & L ASSN            | M/S |
| 2     |        | From      | SPALDING DON SAMUEL      | SPALDING DON SAMUEL TRT       | DEI |
| 3     |        | To        | SPALDING DON SAMUEL TRT  | SPALDING DON SAMUEL           | DEI |
| 4     |        | From      | SPALDING DON S TRUST THE | LAKE WOOD LANE PROPERTIES LLC | DEI |
| 5     |        | From      | SPALDING DON S TST       | ABC CARE INC                  | DEI |
| 6     |        | From      | SPALDING DON S TST       | LAKE WOOD LANE PROPERTIES LLC | DEI |
| 1     |        |           |                          |                               |     |

C1

LAND SURVEY BY GARY EADES OF LOT 3 BEFORE IT WAS SUBDIVIDED INTO 3 SEPARATE PARCELS

<http://67.32.48.38/oncoreweb/showdetails.aspx?id=420645&rn=6&pi=0&ref=search>

File Edit View Favorites Tools Help

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Pickens County, SC COUNTY RECORDS



## Pickens County, SC Online Public Search

Result Row: Prev 7 of 13 Next

Instrument # Prev 201316789 Next

Document Navigation by Pages:

Previous Document Next Document

Booktype: PLAT

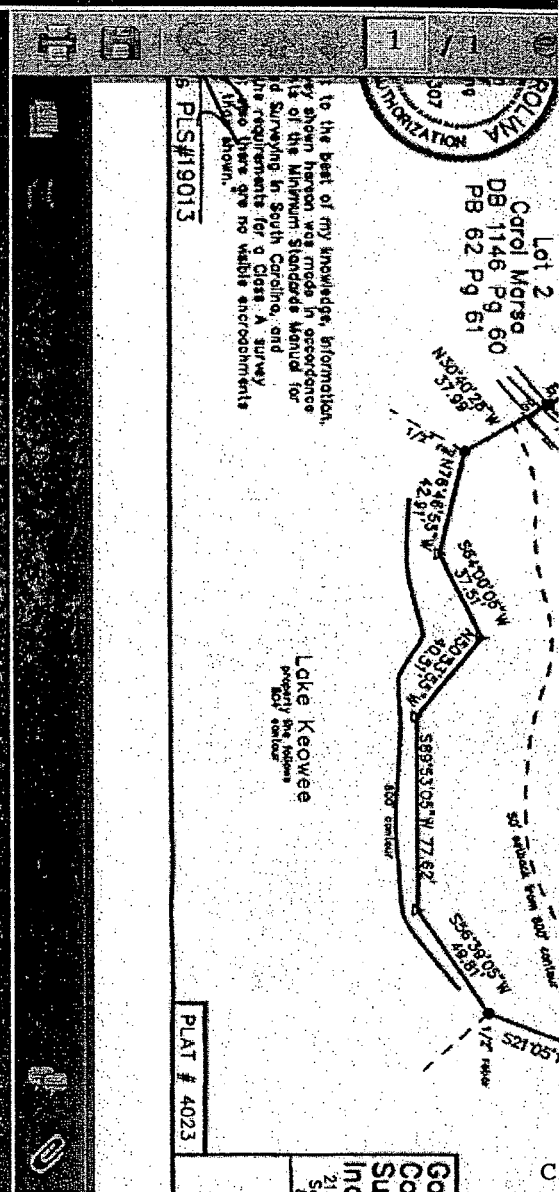
Book: 599

Page: 153

Jump to

|                        |                             |
|------------------------|-----------------------------|
| Document Type:         | (PLAT/LARGE) PLAT LARGE     |
| Record Date:           | 10/3/2013 12:28:06 PM       |
| Owner:                 | PIERSON ROBERT              |
| Surveyor:              | GARY L EADES                |
| Book Type:             | PL                          |
| Book / Page:           | 599 / 153                   |
| # of Pages:            | 1                           |
| Description:           | LOT 3 (1.69)AC LAKE WOOD LN |
| TMS Number:            | 4132-01-06-8130             |
| Previous Related Docs: | 200414959 - 835/152         |

Note: Empty fields are not shown  
[Direct External Link to this Document](#)



LAND SURVEY BY GARY EADES SHOWING LOT 3 NOW DIVIDED INTO 3 SEPARATE PARCELS. LOTS 3A, 3B,  
AND 3C.  
AS PREVIOUSLY MENTIONED PICKENS COUNTY WEBSITE SHOWS LOTS AS OF 10/3/2013 ARE OWNED BY 3  
DIFFERENT ENTITIES

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Pickens County, SC COUNTY RECORDS



## Pickens County, SC Online Public Search

Result Row: < Prev 4 of 19 Next >

Instrument # < Prev 201316790 Next >

Document Navigation by Pages:

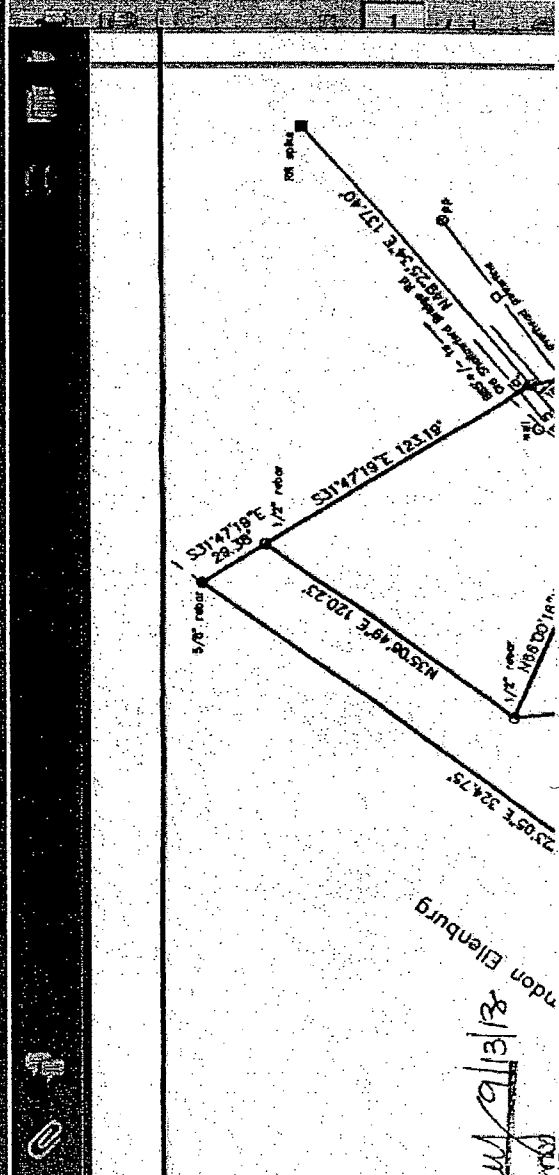
< Previous Document - Next Document >

Booktype: PLAT

Book: 599 Page: 154 Jump To

|                        |                         |
|------------------------|-------------------------|
| Document Type:         | (PLAT/LARGE) PLAT LARGE |
| Record Date:           | 10/3/2013 12:28:06 PM   |
| Owner:                 | PIERSON ROBERT          |
| Surveyor:              | GARY L EADES            |
| Book Type:             | PL                      |
| Book / Page:           | 599 / 154               |
| # of Pages:            | 1                       |
| Description:           | LOT 3C (.50)AC ET AL    |
| IMS Number:            | 4132-01-06-8130 P/O     |
| Future Related Docs:   | 201405417 - 4770/203    |
| Previous Related Docs: | 200414959 - 835/152     |

Note: Empty fields are not shown  
[Direct External Link to this Document](#)



**LOT 3A :**

**Lot 3A is 0.66 ACRES IN SIZE AND UNDER NAME OF ABC CARE INCORPORATED  
(title to real estate says Lot 3 BUT left column says Lot 3A(0.66) AC ) 10/3/2013.**



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Pickens County, SC COUNTY RECORDS



## Pickens County, SC Online Public Search

Result Row: Prev 4 of 19 Next

Instrument # Prev 201316791 Next

Document Navigation by Pages:

Previous Document - Next Document

Booktype: DEED

Book: 1556 Page: 271

|                        |                                            |
|------------------------|--------------------------------------------|
| Document Type:         | (DEED) DEED                                |
| Record Date:           | 10/3/2013 12:28:06 PM                      |
| Grantor:               | SPALDING DON S TST<br>DON S SPALDING TRUST |
| Grantee:               | ABC CARE INC                               |
| Book Type:             | DE                                         |
| Book / Page:           | 1556 / 271                                 |
| # of Pages:            | 2                                          |
| Consideration:         | 100,000.00                                 |
| Description:           | LOT 3A (0.66)AC                            |
| TMS Number:            | 4132-01-06-8130 P/O                        |
| Future Related Docs:   | 201405417 - 4770/203                       |
| Previous Related Docs: | 200414959 - 835/152                        |

Note: Empty fields are not shown  
Direct External Link to this Document

12:28:06 PM, Fee: \$10.00 Cnt  
SC - County Assesor & Audit

State of South Carolina

County of Pickens

Know All Men By These Presents, it dated July 22, 2004 or any successs One Hundred Thousand Dollars and these presents by Grantee(s) in the granted, bargained, sold and release assigns forever, all my right, title and

ALL that certain piece, parcel or lot o containing .066 acres, more or less, i by Golden Corner Surveying, Inc. and said plat being craved for a more con

THIS property is a portion of the prop Office for Pickens County on August

TMS No.: P/O 4132-0  
Property Address: Lot 3 Lake Wood  
Grantee's Address: SOG OLO

Together With all and singular the c7 incident or appertaining

4/2014 mortgage

Pickens County, SC Online Public Search

Result Row: Prev 4 of 19 Next

Instrument # Prev 201405417 Next

Document Navigation by Pages:  
Previous Document - Next Document

Booktype: MORTGAGE

Book: 4770 Page: 203

|                |                                  |
|----------------|----------------------------------|
| Document Type: | (MTG) MORTGAGE                   |
| Record Date:   | 4/21/2014 9:49:10 AM             |
| Mortgagor:     | ABC CARE INC                     |
| Mortgagee:     | BRANCH BANKING AND TRUST COMPANY |
| Book type:     | MTG                              |
| Book / Page:   | 4770 / 203                       |
| # of Pages:    | 6                                |
| Description:   | LOT 3 A                          |
| TMS Number:    | 4132-01-06-9008                  |
| Previous:      | 201316791 - 1556/271             |
| Related Docs:  | 201316790 - 599/154              |

Note: Empty fields are not shown  
Direct External Link to this Document

Inst # 201405417 DocType: MT  
AM, Fee: \$12.00 PAUL MCGUFFE

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

# MORTG

THIS MORTGAGE made this 17th day of  
ABC CARE INC

"Mortgagor"), and granted and given to BRANCH  
organized and existing under the laws of the State of  
4007 CLEMSON BLVD, ANDERSON, SC 29621-1

WHEREAS, ABC CARE INC  
(the "Borrower" if not the Mortgagor) is indebted  
April, 2014

of SEVENTY-FIVE THOUSAND DOLLARS & 00  
(\$ 75,000.00), and any  
reference. Where used herein, the term "Note" or "I  
advance agreements, or other documents now or  
Mortgagee, including without limitation all indebted  
under any interest rate swap transactions, interest r  
11 U.S.C. § 101) or other similar transactions or agr  
Borrower and all Schedules and Confirmations ente  
terms of which are incorporated herein by reference

NOW, THEREFORE, KNOW ALL MEN BY THI  
order to secure the payment thereof together with  
§ 29-3-50, As Amended, of the Code of Laws of So

1. All future advances and readvances that may su  
and extensions thereof; and

2. All other indebtedness of Mortgagor or Borrowe  
any advances made by Mortgagee to pay drawings,  
or Borrower pursuant to an application therefor, the  
\$ 75,000.00 plus  
costs and all attorneys' fees, as provided in the Note  
assign and release unto the Mortgagee, its successor

SEE EXHIBIT "A"

LOT 3B AND LOT 3C

Owned by Lake Wood Lane Properties LLC



## Pickens County, SC Online Public Search

### Search Records

- ▶ Simple Searches
- ▶ Name
- ▶ Book / Page
- ▶ Document Type
- ▶ Instrument #
- ▶ Description
- ▶ Consideration
- ▶ TMS Number
- ▶ Record Date

- ☒ I would like to find a copy of my Deed.
- ☐ I would like to find a copy of my Mortgage.
- ☐ I want to see if there are any Liens against me or my company.
- ☐ I want to find the Plat associated with my property.
- ☐ I want to find all UCCs associated with myself or my company.

Enter your name below last name first then first name last. Example name John S should be entered as "Smith John"

Name:

Begin Date:

End Date:

### Search Results -

Searched for the name 'lake wood lane' in DEEDS type documents from '12/1/1986' to '10/31/2014'

Status Column (U = Unreleased & Blank = Released)

| 1     |        |           |                               |                    |      |
|-------|--------|-----------|-------------------------------|--------------------|------|
| [row] | Status | PartyType | FullName                      | CrossPartyName     | Doc  |
| 1     |        | To        | LAKE WOOD LANE PROPERTIES LLC | SPALDING DON S TST | DEED |
| 1     |        |           |                               |                    |      |

LOT 3B AND LOT3C DEED Record date 10/3/2013



## Pickens County, SC Online Public Search

Result Row: < Prev 1 of 1 Next >

Instrument # < Prev 201316792 Next >

Document Navigation by Pages:

< Previous Document - Next Document >

Booktype: DEED

Book: 1556 Page: 273

|                        |                                                                            |
|------------------------|----------------------------------------------------------------------------|
| Document Type:         | (DEED) DEED                                                                |
| Record Date:           | 10/3/2013 12:28:06 PM                                                      |
| Grantor:               | SPALDING DON S TST<br>DON S SPALDING TRUST THE<br>SPALDING DON S TRUST THE |
| Grantee:               | LAKE WOOD LANE PROPERTIES LLC                                              |
| Book Type:             | DE                                                                         |
| Book / Page:           | 1556 / 273                                                                 |
| # of Pages:            | 3                                                                          |
| Description:           | LOT 3B AND 3 C                                                             |
| TMS Number:            | 4132-01-06-8130 P/O                                                        |
| Previous Related Docs: | 200414959 - 835/152                                                        |

Note: Empty fields are not shown  
Direct External Link to this Document

Inst # 201316792 DocType:DE  
12:28:06 PM, EXEMPT, PAUL M

STATE OF SOUTH C  
Pickens  
COUNTY OF OCON

KNOW ALL  
Trustee of the Don S.  
any successor trustee  
00/100 (\$1.00) Dollar  
acknowledged, has gra  
Properties, LLC (her  
forever, to-wit:

See Legal E

TMS #6-06-00-216-00

Property Address: Lots:  
Grantors Address: Sx

C13

LAKE WOOD PROPERTY LLC (SC DIVISION CORPORATION WEBSITE) SHOWS ROBERT T PIERSON

C14

17



South Carolina Secretary of State Search Business Filings - Windows Internet Explorer provided by The H

http://www.sos.sc.gov/index.asp?h=18&p=48&s=18&corporatid=695754

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South Carolina Secretary of State Sea

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Trademarks

Cable Franchise Authority

Service of Process

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Municipalities

Consumer Information

Forms and Fees

Contact & Feedback

**LAKE WOOD PROPERTY, LLC**

*Note: This online database was last updated on 10/30/2013. See our Disclaimer.*

|                                        |                          |
|----------------------------------------|--------------------------|
| DOMESTIC / FOREIGN:                    | Domestic                 |
| STATUS:                                | Good Standing            |
| STATE OF INCORPORATION / ORGANIZATION: | SOUTH CAROLINA<br>Profit |

**REGISTERED AGENT INFORMATION**

|                        |                           |
|------------------------|---------------------------|
| REGISTERED AGENT NAME: | ROBERT T. PI              |
| ADDRESS:               | 506 OLD SHAL<br>BRIDGE RD |
| CITY:                  | SUNSET                    |
| STATE:                 | SC                        |
| ZIP:                   | 29685                     |
| SECOND ADDRESS:        |                           |
| FILE DATE:             | 09/16/2013                |
| EFFECTIVE DATE:        | 09/16/2013                |
| DISSOLVED DATE:        | //                        |

**Corporation History Records**

| CODE         | FILE DATE  | COMMENT            |
|--------------|------------|--------------------|
| Domestic LLC | 09/16/2013 | SCBOS Filing: AT W |

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To: [dmpadgett@wjlaw.net](mailto:dmpadgett@wjlaw.net)

Message Score: 1

High (60): Pass

From: [kathryn.adams@thehartford.com](mailto:kathryn.adams@thehartford.com)

My Spam Blocking Level: Medium

Medium (75): Pass

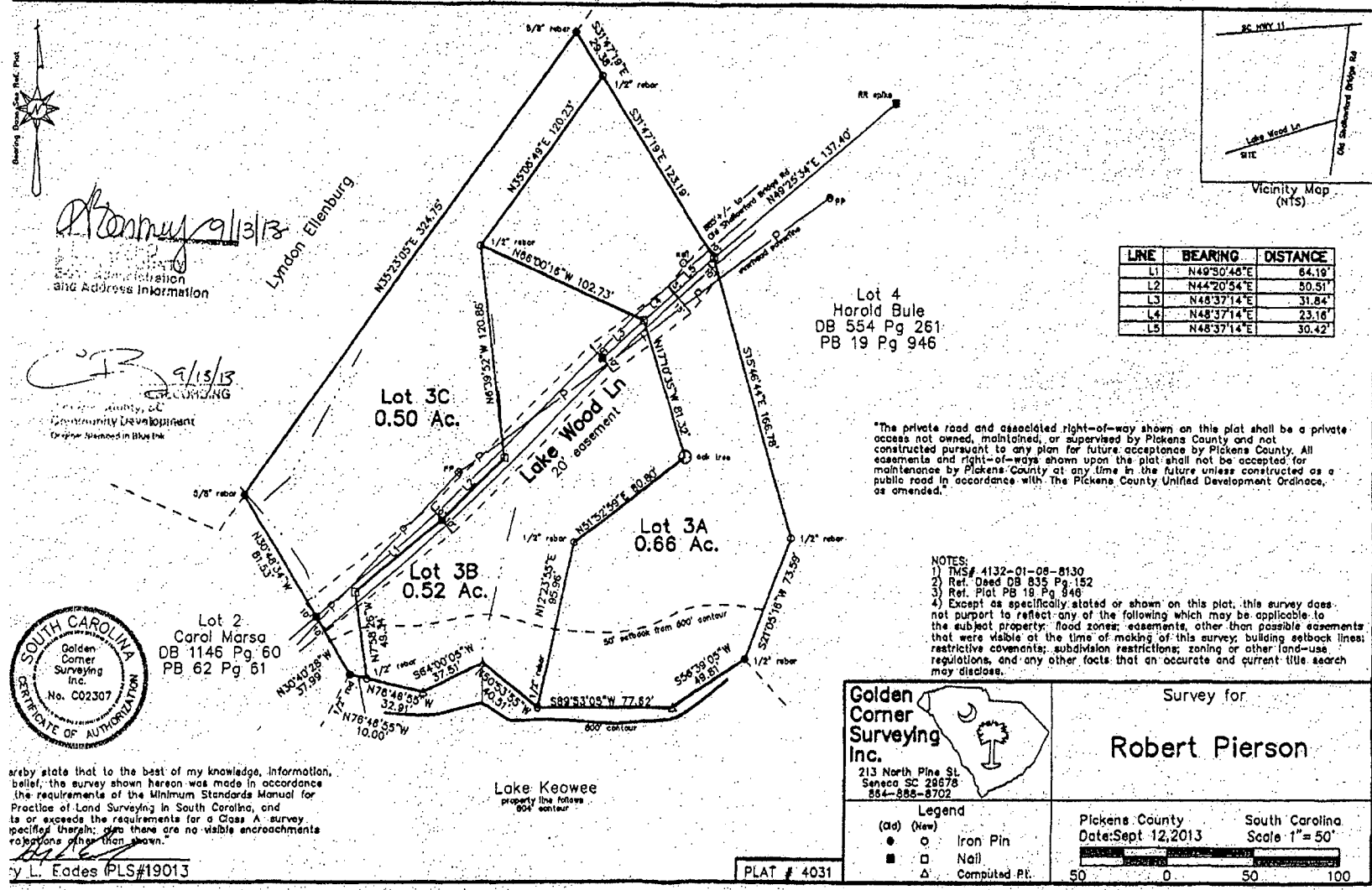
Low (90): Pass

[Block this sender](#)

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*This message was delivered because the content filter score did not exceed your filter level.*

Inst. # 201316790 DocType: PLAT/LARGE Page 1 of 1 BKG: 599 Pg: 154 10/03/2013 at 12:28:06 PM, Fee: \$10.00 PMOL RECORDS REGISTER OF DEEDS PICKENS COUNTY, SC



435

*Handwritten signature and date: 9/13/13*

City, County, and Address Information



I hereby state that to the best of my knowledge, information, belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for Practice of Land Surveying in South Carolina, and it is or exceeds the requirements for a Class A survey specified therein; and there are no visible encroachments or violations other than shown.

L. Eades PLS#19013

C17

## Quitclaim Deed

See Legal Exhibit "A" Attached

TMS #6-05-00-216-00 P/O 4132-01-06-8130

**Property Address: Lots 3B and 3C Lake Wood Lane,**

Property Address: Lots 3B and 3C Lake Wood Lane  
Grantors Address: ~~504~~ Old Shallowford Bridge Rd. Summit Sc. 29680

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to said premises or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises mentioned unto the grantee(s), and grantee's(s) heirs or successors and assigns, forever.

AND, THE GRANTOR(S) do(es) hereby bind the grantor(s) and the grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s) heirs or successors and against every person whomsoever lawfully claiming the same or any part thereof.

436

WITNESS the Grantor(s) hand(s) and seal(s) this 20th day of September, 2013.

SIGNED, sealed and delivered  
In the presence of:

Witness [Signature]

Witness [Signature]

Don S. Spalding as Trustee of the Don S. Spalding Trust  
under  
trust agreement dated July 22, 2004 or any successor  
trustee

By Don S. Spalding, Trustee [Signature]

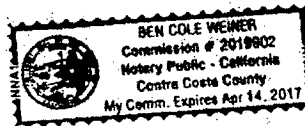
State of California  
County of Contra Costa

ACKNOWLEDGEMENT

I, Ben Cole Weiner, a notary public for California do hereby certify that the within named Grantor(s)  
did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal  
this 20th day of September, 2013.

[Signature]  
Notary Public for California  
My Commission Expires: Apr 14, 2017



Instrument = 201316792 BKD: 1556 P45: 275

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

File No.: 2013-1134

ALL that certain piece, parcel or lot of land situate lying and being in the County of Pickens, State of South Carolina and being more particularly shown and designated as Lot No. 3B and 3C on a plat prepared by Golden Corner Surveying, Inc. and recorded in the ROD Office for Pickens County on evendate herewith, reference to said plat being craved for a more complete description by metes and bounds.

THIS property is a portion of the property conveyed to Grantor by deed of Don Samuel Spalding as recorded in the ROD Office for Pickens County on August 2, 2004 in Deed Book 835, page 152.

C20

**Pickens County Building Codes**  
222 McDaniel Ave., B-10, Pickens SC 29671  
Telephone (864) 898-5950 Fax (864) 898-5580

**Owner Builder Disclosure Statement**

The Building Codes Department under the authority of the Codes of Laws of the State of South Carolina, 1976, as amended Title 40, Chapter 59, Article 1, Section 40-59-260, is providing the undersigned owner builder this disclosure statement.

State law requires residential construction to be done by licensed residential builders and specialty contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own builder even though you do not have a license. You must supervise the construction yourself. You may build or improve a one-family or two-family residence. The building must be for your own use and occupancy. It may not be built for the sale or rent. If you sell or rent a building you have built yourself within two years after the construction is complete, the law will presume that you built it for sale or rent, which is a violation of this exemption. You may not hire an unlicensed person as your residential builder or specialty contractor. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances. **Your construction must comply with all applicable laws, ordinances, zoning regulations and are subject to all applicable building inspections during construction as required by adopted building codes.**

If the residential building or structure has been constructed by an owner under the exemption provided for in this section, the owner of the residential building or structure must promptly file, as a matter of public record, a notice with the register of deeds, indexed under the owner's name in the grantor's index, stating that the residential building or structure was constructed by the owner as an unlicensed builder. Failure to do so revokes the exemption.

Address: 149 Lake Wood Ln. Sunset, SC 29685  
Tax Map Number: 4-32-01-06-8130  
Owner Builder(s): [Signature]  
Printed Name(s): Robert I. Pason  
Witness 1: [Signature] Witness 2: [Signature]

State of South Carolina  
County of Pickens

The foregoing instrument was acknowledged before me this date 29<sup>th</sup> Oct, 2013  
By [Signature] (name of person acknowledged)

Sworn and subscribed before me this 29<sup>th</sup> day of Oct., 2013

[Signature] (SEAL)  
Notary Public for South Carolina  
My commission Expires: 1-24-23

FILING FEE: \$10.00

Ownerbuilderform2-04-05.doc

C21

*Pickens County Building Codes*  
222 McDaniel Ave., B-10, Pickens SC 29671  
Telephone (864) 898-5950 Fax (864) 898-5580

**Owner Builder Disclosure Statement**

The Building Codes Department under the authority of the Codes of Laws of the State of South Carolina, 1976, as amended Title 40, Chapter 59, Article 1, Section 40-59-260, is providing the undersigned owner builder this disclosure statement.

State law requires residential construction to be done by licensed residential builders and specialty contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own builder even though you do not have a license. You must supervise the construction yourself. You may build or improve a one-family or two-family residence. The building must be for your own use and occupancy. It may not be built for the sale or rent. If you sell or rent a building you have built yourself within two years after the construction is complete, the law will presume that you built it for sale or rent, which is a violation of this exemption. You may not hire an unlicensed person as your residential builder or specialty contractor. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances. **Your construction must comply with all applicable laws, ordinances, zoning regulations and are subject to all applicable building inspections during construction as required by adopted building codes.**

If the residential building or structure has been constructed by an owner under the exemption provided for in this section, the owner of the residential building or structure must promptly file, as a matter of public record, a notice with the register of deeds, indexed under the owner's name in the grantor's index, stating that the residential building or structure was constructed by the owner as an unlicensed builder. Failure to do so revokes the exemption.

Address: 149 Lake Wood Ln. Sunset, SC 29685  
Tax Map Number: 10-4132-01-06-8130  
Owner Builder(s): [Signature]  
Printed Name(s): Robert I. Person  
Witness 1: [Signature] Witness 2: [Signature]

State of South Carolina  
County of Pickens

The foregoing instrument was acknowledged before me this date 29<sup>th</sup> Oct, 2013  
By [Signature] (name of person acknowledged)

Sworn and subscribed before me this 29<sup>th</sup> day of Oct., 2013

[Signature] (SEAL)  
Notary Public for South Carolina  
My commission Expires: 1-24-23

FILING FEE: \$10.00

Ownerbuilderform2-04-05.doc

C22



Pickens County, SC COUNTY RECORDS VERIFIED THROUGH Tuesday, Oct 28, 2014 LAST INSTRUMENT

http://67.32.48.38/oncoreweb/showdetails.aspx?id=807655&un=8&pl=0&ref=search

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Pickens County, SC COUNTY RECORDS

 Pickens County, SC Online Public Search

Result Row: Prev 9 of 10 Next

Instrument # Prev 200414959 Next

Document Navigation by Pages:  
 < Previous Document - Next Document >

Booktype: DEED

Book: 835 Page: 152 [Jump To](#)

|                      |                                                                                            |
|----------------------|--------------------------------------------------------------------------------------------|
| Document Type:       | (DEED) DEED                                                                                |
| Record Date:         | 8/2/2004                                                                                   |
| Grantor:             | SPALDING DON SAMUEL                                                                        |
| Grantee:             | SPALDING DON SAMUEL TRT<br>DON S SPALDING TRUST                                            |
| Book Type:           | DE                                                                                         |
| Book / Page:         | 835 / 152                                                                                  |
| # of Pages:          | 4                                                                                          |
| Description:         | L 3 (1.695 AC)                                                                             |
| Future Related Docs: | 201316789 - 599/153<br>201316790 - 599/154<br>201316791 - 1556/271<br>201316792 - 1556/273 |

Note: Empty fields are not shown  
[Direct External Link to this Document](#)

STATE OF CALIFORNIA  
 COUNTY OF CONTRA

That I, Don S. Spalding, do hereby certify that the State and County of Contra Costa, and other valuable property, and before the seal of the County of Contra Costa, receipt of which is hereby acknowledged, I have bargained, sold and conveyed, and do hereby bargain, sell and convey, to Don S. Spalding Trust, 2004, or any successor, forever:

ALL that certain parcel of land, situated in the County of Pickens, South Carolina, more or less, and designated as Lot 3, in the 1st Section, 19 at page 946, as shown on the map of the County of Pickens, South Carolina, and its bounds as upon said map, by Lot Number 643

C24

4

Pickens County, SC COUNTY RECORDS VERIFIED THROUGH Tuesday, Oct 28, 2014 LAST INSTRUMENT N

http://67.32.48.38/onlineweb/showdetails.aspx?id=8076558&n=8&pi=0&ref=search

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Pickens County, SC COUNTY RECORDS

 Pickens County, SC Online Public Search

Result Row: Prev 9 of 10 Next

Instrument # Prev 201405417 Next

Document Navigation by Pages:  
 Previous Document Next Document

Booktype: MORTGAGE

Book: 4770 Page: 203 Jump To

|                |                                  |
|----------------|----------------------------------|
| Document Type: | (MTG) MORTGAGE                   |
| Record Date:   | 4/21/2014 9:49:10 AM             |
| Mortgagor:     | ABC CARE INC                     |
| Mortgagee:     | BRANCH BANKING AND TRUST COMPANY |
| Book Type:     | MTG                              |
| Book / Page:   | 4770 / 203                       |
| # of Pages:    | 6                                |
| Description:   | LOT 3 A                          |
| TMS Number:    | 4132-01-06-9008                  |
| Previous:      | 201316791 - 1556/271             |
| Related Docs:  | 201316790 - 599/154              |

Note: Empty fields are not shown  
[Direct External Link to this Document](#)

attached to mortgage from  
 ABC CARE, INC.  
 to Branch Banking and Trust  
 dated April 17, 2014

All that certain piece  
 being situate in the State  
 being shown and designated  
 by Gary L. Eades, PLS #1901  
 recorded in Plat Book 599 a  
 South Carolina, reference t  
 and accurate description.

This being the property  
 of Don S. Spalding, as Trus  
 recorded , in Deed Book 155  
 County, South Carolina.

TMS # 4132-01-06-9008

**D**

# PICKENS County Permit Application

## Building Codes Dept.

222 McDaniel Ave., B-10, Pickens, S.C. 29671  
Building Codes Dept. Phone (864) 898-5950  
Building Codes Dept. Fax (864) 898-5795

SPALDING DON SAMUEL  
250 ASHLEY CIR

DANVILLE CA 945264042

Permit No. 13-0599 Account# R0044138 Parcel# 4132-01-06-8130  
Permit Date 10/29/2013 Active Inactive Permit Type New House  
Issued By tg Permit Fee \$718.00 Property Type Septic Permit# 2013070018  
File# Dept. Site Address 149 Lake Wood Ln Sunset SC

Street# 149 Street Dr. LAKEWOOD Street Name LN Street Type No. 7 City SUNSET Zip 29685000 Subdivision Lot Tax District A17  
Verified By Minimum Setbacks 0 Front 20 Total Front Side 7 Rear 10 Side Corner Flood Plain Electric Service Provider Duke Power Zone/Grid 1/2

Reason for Permit One Family-New House

Contractor's Name OWNER BUILDER

Business Name

License No.

Reg. No.

Office Phone

Mobile Phone

Pager No.

Mailing Address OWNER BUILDER

E-mail

Valuation of Work \$185,120.00

Main Floor SF 0

2nd Floor SF 0

3rd Floor SF 0

Full Basement SF 0

Unfinished Basement SF 0

Cat Room/Cat Room SF 0

Bedroom 0

Bathroom 0

No. Fireplaces 0

Building Codes Inspector Inspect Date

Roofing Mike 10/30/2013

Slab Mike 11/22/2013

Found Drainage Mike 12/12/2013

Framing Jason 4/28/2014

MPP Jason 4/28/2014

Electrical

Swimming Pool

Manufactured Home

Final Inspection

MH Manufacturer Model Year BUILT Set Ht No Width Length Color

Signature of Contractor:

Signature of Owner/Agent:

Date:

NOTE: JOBSITE MUST COMPLY WITH OSHA SAFETY STANDARDS

I hereby certify that the statements in this application are true and correct and that the property owner has given permission for this work to proceed. I further certify that all provisions of laws, ordinances, and setbacks governing this type of work will be complied with whether specified herein or not. It is a violation of the codes to move in before you receive a Certificate of Occupancy.

NOTE: THIS PERMIT EXPIRES 6 MONTHS FROM DATE ISSUED. CONTACT OFFICE TO RENEW PERMIT

# PICKENS County Permit Application

## Building Codes Dept.

222 McDaniel Ave., B-10, Pickens, S.C. 29671  
Building Codes Dept. Phone (864) 898-6950  
Building Codes Dept. Fax (864) 898-5795

## Owner's Name/Address

SPALDING DON SAMUEL  
250 ASHLEY CIR

DANVILLE

CA 945264042

|                        |                            |                 |
|------------------------|----------------------------|-----------------|
| Permit #               | Account #                  | Parcel #        |
| 13-0599                | R0044138                   | 4132-01-06-8130 |
| Permit Date            | Active/Inactive            | Permit Type     |
| 10/29/2013             | Active                     | New House       |
| Issued By              | Permit Fee                 | Property Type   |
| tg                     | \$718.00                   | 2013070018      |
| Bldg Dept Site Address | 149 Lake Wood Ln Sunset SC |                 |

|                   |                      |             |             |       |        |          |             |            |              |
|-------------------|----------------------|-------------|-------------|-------|--------|----------|-------------|------------|--------------|
| Street #          | Street Dir           | Street Name | Street Type | North | City   | Zip      | Subdivision | Lot        | Tax District |
| 149               |                      | LAKEWOOD    | LN          |       | SUNSET | 29685000 |             |            | A17          |
| Verified By       | Minimum Setbacks     | 0           | 20          | 0     | 7      | 10       | 0           | Duke Power | 1/2          |
| Reason for Permit | One Family-New House |             |             |       |        |          |             |            |              |

Contractor's Name: OWNER BUILDER

Business Name

License No

Reg. No.

Office Phone

Mobile Phone

Pager No

Mailing Address: OWNER BUILDER

E-mail

Valuation of Work \$185,120.00

Main Floor SF 0

2nd Floor SF 0

3rd Floor SF 0

Fin Basement SF 0

Unfin Basement SF 0

Garage/Carport SF 0

Bedrooms 0

Bathrooms 0

No. Fireplaces 0

Building Code Inspector Inspect Date

Footer Mike 10/30/2013

Slab Mike 11/22/2013

Found Drainage Mike 12/12/2013

Framing Jason 4/28/2014

TIPP Jason 4/28/2014

Electrical

Swimming Pool

Manufactured Home

Final Inspection

|                  |       |            |           |       |        |       |
|------------------|-------|------------|-----------|-------|--------|-------|
| Mfr Manufacturer | Model | Year Built | Serial No | Width | Length | Color |
|                  |       |            |           | 0     | 0      |       |

Signature of Contractor:

Signature of Owner/Agent:

Date:

NOTE: JOB SITE MUST COMPLY WITH OSHA SAFETY STANDARDS

I hereby certify that the statements in this application are true and correct and that the property owner has given permission for this work to proceed. I further certify that all provisions of laws, ordinances, and setbacks governing this type of work will be complied with whether specified herein or not. It is a violation of the codes to move in before you receive a Certificate of Occupancy.

NOTE: THIS PERMIT EXPIRES 6 MONTHS FROM DATE ISSUED. CONTACT OFFICE TO RENEW PERMIT

( E

**Carol P Marsh VS Robert Pierson**

|                             |               |                          |                                           |                           |            |
|-----------------------------|---------------|--------------------------|-------------------------------------------|---------------------------|------------|
| <b>Case Number:</b>         | 2013CP3901414 | <b>Court Agency:</b>     | Common Pleas                              | <b>Filed Date:</b>        | 11/07/2013 |
| <b>Case Type:</b>           | Common Pleas  | <b>Case Sub Type:</b>    | Real Prop/Other 499                       | <b>File Type:</b>         | Non-Jury   |
| <b>Status:</b>              | Pending/ADR   | <b>Assigned Judge:</b>   | Clerk Of Court C P, G S, And Family Court |                           |            |
| <b>Disposition:</b>         |               | <b>Disposition Date:</b> |                                           | <b>Disposition Judge:</b> |            |
| <b>Original Source Doc:</b> |               | <b>Original Case #:</b>  |                                           |                           |            |
| <b>Judgment Number:</b>     |               | <b>Court Roster:</b>     |                                           |                           |            |

|              |           |                     |                  |         |            |
|--------------|-----------|---------------------|------------------|---------|------------|
| Case Parties | Judgments | Tax Map Information | Associated Cases | Actions | Financials |
|--------------|-----------|---------------------|------------------|---------|------------|

Click the  icon to show associated parties.

| Name                                                   | Address                                         | Race | Sex | Year Of Birth | Party Type         | Party Status | Last Updated |
|--------------------------------------------------------|-------------------------------------------------|------|-----|---------------|--------------------|--------------|--------------|
| ABC Care Inc                                           |                                                 |      |     |               | Defendant          |              | 11/07/2013   |
| Buie, Agnes K                                          |                                                 |      |     |               | Plaintiff          |              | 11/07/2013   |
| Buie, Harold S                                         |                                                 |      |     |               | Plaintiff          |              | 11/07/2013   |
| Hiller, Randall Scott                                  | 850-B Wade Hampton Blvd.<br>Greenville SC 29609 |      |     |               | Defendant Attorney |              | 01/17/2014   |
| <input checked="" type="checkbox"/> James, Brian Keith | PO Box 93 Easley SC 29641                       |      |     |               | Plaintiff Attorney |              | 01/16/2014   |
| Lake Wood Lane Properties Inc                          |                                                 |      |     |               | Defendant          |              | 11/07/2013   |
| <input checked="" type="checkbox"/> Marsh, Carol P     |                                                 |      |     |               | Plaintiff          |              | 11/07/2013   |
| Pierson, Robert                                        |                                                 |      |     |               | Defendant          |              | 11/07/2013   |

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| Carol P Marsh VS Robert Pierson |               |                   |                                           |                    |            |
|---------------------------------|---------------|-------------------|-------------------------------------------|--------------------|------------|
| Case Number:                    | 2013CP3901414 | Court Agency:     | Common Pleas                              | Filed Date:        | 11/07/2013 |
| Case Type:                      | Common Pleas  | Case Sub Type:    | Real Prop/Other 499                       | File Type:         | Non-Jury   |
| Status:                         | Pending/ADR   | Assigned Judge:   | Clerk Of Court C P, G S, And Family Court |                    |            |
| Disposition:                    |               | Disposition Date: |                                           | Disposition Judge: |            |
| Original Source Doc:            |               | Original Case #:  |                                           |                    |            |
| Judgment Number:                |               | Court Roster:     |                                           |                    |            |

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

| Name               | Description                                                  | Type   | Motion Roster | Begin Date       | Completion Date | Documents |
|--------------------|--------------------------------------------------------------|--------|---------------|------------------|-----------------|-----------|
| Marsh, Carol P     | ADR/Alternative Dispute Resolution (Workflow)                | Action |               | 06/05/2014-12:46 |                 |           |
| Marsh, Carol P     | Order/Order Granting Pla Motion For Injunction               | Order  |               | 04/16/2014-14:36 |                 |           |
| Marsh, Carol P     | Memo Plaintiffs Memorandum in Support of Motion              | Filing |               | 03/18/2014-11:17 |                 |           |
| Marsh, Carol P     | Order/Form 4                                                 | Order  |               | 03/18/2014-11:16 |                 |           |
| Marsh, Carol P     | Affidavit (In File, Not Clocked when brought back by Miller) | Filing |               | 03/17/2014-16:34 |                 |           |
| Marsh, Carol P     | Reply/Counterclaim                                           | Filing |               | 02/28/2014-11:58 |                 |           |
| Marsh, Carol P     | Answer of Vera H Hill and Paul E Hill                        | Filing |               | 02/28/2014-11:54 |                 |           |
| Marsh, Carol P     | Reply/Reply                                                  | Filing |               | 02/24/2014-13:40 |                 |           |
| Marsh, Carol P     | Order/Form 4                                                 | Order  |               | 02/11/2014-11:05 |                 |           |
| Marsh, Carol P     | Order/Form 4                                                 | Order  |               | 02/10/2014-10:55 |                 |           |
| Marsh, Carol P     | Service/Affidavit Of Service on Robert Pierson 12-9          | Filing |               | 01/28/2014-10:24 |                 |           |
| James, Brian Keith | Roster/Notice of Case Roster Publication Sent                | Action |               | 01/16/2014-16:02 |                 |           |
| James, Brian Keith | Certificate of Mailing                                       | Action |               | 01/09/2014-12:51 |                 |           |
| Marsh, Carol P     | Answer/Counterclaim and Third Party Complaint                | Filing |               | 01/09/2014-12:43 |                 |           |
| Marsh, Carol P     | Summons                                                      | Filing |               | 01/09/2014-12:41 |                 |           |
| Marsh, Carol P     | Motion Hearing Requested for Temporary Injunction            | Motion |               | 11/07/2013-12:56 |                 |           |
| Marsh, Carol P     | Verification                                                 | Filing |               | 11/07/2013-12:51 |                 |           |
| Marsh, Carol P     | Summons & Complaint                                          | Filing |               | 11/07/2013-12:44 |                 |           |

| Carol P Marsh VS Robert Pierson |               |                   |                                           |                    |            |
|---------------------------------|---------------|-------------------|-------------------------------------------|--------------------|------------|
| Case Number:                    | 2013CP3901414 | Court Agency:     | Common Pleas                              | Filed Date:        | 11/07/2013 |
| Case Type:                      | Common Pleas  | Case Sub Type:    | Real Prop/Other 499                       | File Type:         | Non-Jury   |
| Status:                         | Pending/ADR   | Assigned Judge:   | Clerk Of Court C P, G S, And Family Court |                    |            |
| Disposition:                    |               | Disposition Date: |                                           | Disposition Judge: |            |
| Original Source Doc:            |               | Original Case #:  |                                           |                    |            |
| Judgment Number:                |               | Court Roster:     |                                           |                    |            |

Case Parties    Judgments    Tax Map Information    Associated Cases    Actions    Financials

| Summary     |          |                            |          |              |        |
|-------------|----------|----------------------------|----------|--------------|--------|
| Fine/Costs: | \$175.00 | Total Paid for fine/costs: | \$175.00 | Balance Due: | \$0.00 |

| Costs                               |           |         |               |                  |  |
|-------------------------------------|-----------|---------|---------------|------------------|--|
| Description                         | Cost Code | Amount  | Charge Action | Disbursed Amount |  |
| Civil Filing Fee County 44%/100%    | CVFFCN    | \$44.00 |               | \$44.00          |  |
| SCJD Filing Fee Proviso \$50 / \$25 | SCJDPV    | \$50.00 |               | \$50.00          |  |
| Civil Filing Fee State 56%          | CVFFST    | \$56.00 |               | \$56.00          |  |
| Motion/Order Filing Fee \$25        | MOTION    | \$25.00 |               | \$25.00          |  |

| Payments     |                |            |                       |                |  |
|--------------|----------------|------------|-----------------------|----------------|--|
| Payment Date | Receipt Number | Entered By | Transaction Type Code | Payment Amount |  |
| 11/07/2013   | 156105         | c39mbroom  | PY                    | \$150.00       |  |
| 11/07/2013   | 156106         | c39mbroom  | PY                    | \$25.00        |  |

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F

**Kellie J. Bobo**

---

**Subject:** FW: Ignacio Rodriguez vs. Abc Care, Inc. YKT74810C:  
**Attachments:** SKMBT\_42015010911140.pdf

**From:** [proates@oatesins.com](mailto:proates@oatesins.com) [<mailto:proates@oatesins.com>]  
**Sent:** Friday, January 9, 2015 2:55 PM  
**To:** David M. Padgett  
**Subject:** RE: Ignacio Rodriguez vs. Abc Care, Inc. YKT74810C:

David,

All of the statements below are true and correct. The only thing I would like to add is that I had no plan to add SC as a state in item 3A of ABC Care, Inc.'s WC policy until after 10/1/14 renewal to pick up any exposure for their MD employees working at summer day care camps in SC. They did have some exposure in the summer of 2014 for the first camps they held in SC. However, based on PART THREE-OTHER STATES INSURANCE on their policy, since there was no work in SC at the 10/1/13 inception date, SC would have had all of the same provisions as though it were a state listed in item 3A for the work they began at the end of June 2014 for summer day camps (copy from policy attached). SC really didn't have to be added until anyone went to work at summer camps in the summer of 2015; however SC has already been added to item 3A on their 10/1/14-15 policy term.

Thank you,  
Pat

Patrick R. Oates, CIC  
J. E. Oates & Son Insurance, Inc.  
1301 York Rd. Suite 702  
Lutherville, MD 21093

Phone 410-339-7400 Ext 122  
Fax 410-339-7958

----- Original Message -----

**Subject:** Ignacio Rodriguez vs. Abc Care, Inc. YKT74810C:  
**From:** "David M. Padgett" <[dmpadgett@wjlaw.net](mailto:dmpadgett@wjlaw.net)>  
**Date:** Fri, January 09, 2015 10:50 am  
**To:** "'[proates@oatesins.com](mailto:proates@oatesins.com)'" <[proates@oatesins.com](mailto:proates@oatesins.com)>

Pat,

Thanks for taking the time to talk to me today. Based on our telephone conversation, it is my understanding that the following is true and correct:

1. You obtained Workers Comp insurance for ABC care during the time period of 12.23.2013 with the Hartford.
2. The Workers Compensation insurance was ONLY contemplated for day care workers performing the functions of a daycare. Under no circumstances was there any contemplation of construction workers building a house. Further, it's your understanding, ABC is not in the trade course or business of construction work of any kind.
3. The WC insurance policy obtained by ABC (covering 12.23.2013) did not in any way cover employees in SC.

4. Prior to 12.23.2013, there were no amendments or changes to insurance policy to cover any type of workers other than daycare AND there were no amendments to cover any employees out of Maryland, including SC.

Please let me know if this is accurate.

Thanks

David M. Padgett  
Willson Jones Carter & Baxley, P.A.  
872 S. Pleasantburg Drive  
Greenville, South Carolina 29607

Phone: 864-272-2668

Fax: 864-235-6015

This message may be protected by the attorney/client privilege, attorney work product or other privileges. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

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Total Control Panel

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To: [dmpadgett@wilaw.net](mailto:dmpadgett@wilaw.net)

[Remove this sender from my allow list](#)

From: [proates@oatesins.com](mailto:proates@oatesins.com)

*You received this message because the sender is on your allow list.*

BEFORE THE SOUTH CAROLINA  
WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1320141

Ignacio Javier Rodriguez,  
Employee,  
Claimant,

vs.

Robert T. Pierson d/b/a Robert T. Pierson  
Construction, et. al.,

Employer,

and

Property & Casualty Insurance Co. of Hartford,

Carrier,  
Defendants.

MEMORANDUM IN SUPPORT

Defendant, Property & Casualty Insurance Co. of Hartford (hereinafter "Hartford"), requests an Order from this Commission dismissing them with prejudice from this claim. In support of their position, Defendant submits this Memorandum.

This case involves a coverage issue. Defendant, Robert T. Pierson d/b/a Robert T. Pierson Construction, et. al., is owned by Robert T. Pierson. Robert T. Pierson, is also an owner of ABC Care, Inc., which is a daycare company based in Maryland. The claimant in this case was allegedly injured on December 23, 2013, in Pickens, South Carolina while building a residence. Robert T. Pierson Construction was building the house. On the date of the alleged injury, ABC Care Inc. was not performing child care services in South Carolina. Thus, Hartford contends that it did not have coverage for this injury on this date of accident.

As an initial matter, Hartford insured ABC Care, Inc., not Robert T. Pierson or Robert T. Pierson Construction. Hartford insured ABC Care, Inc., for child care services performed in Maryland. This is clear from the policy in effect on the date of accident, which is included in

Hartford's APA submissions at pages A1-A46. Page A2 indicates that the named insured is ABC Care, Inc., with a mailing address of 2815 Patapsco Road, Finksburg, Maryland 21048. The named insured is a corporation. It is also indicates that the business of the named insured is a day care center. The policy clearly indicates that the parties to the contract did not contemplate coverage for any business entities other than ABC Care, Inc., and they did not contemplate coverage for business other than child care services.

Additionally, Hartford provided coverage for the named insured in Maryland. Page A15 indicates that the policy applies to the workers' compensation laws of Maryland. The schedule of operations (pages A16-A31) all list difference locations of ABC Care, Inc. Each of these locations is in Maryland. As is indicated in the emails between the undersigned and the agent that wrote secured coverage for ABC Care, Inc., which are Hartford's Exhibit F, there was no intention to add South Carolina as a 3A state until the next renewal period. Admittedly, coverage may have been provided to employees of ABC Care, Inc., that were performing child care/day care services in South Carolina under Part Three of the policy. However, this injury did not arise out of the provision of these services. This injury took place on a construction site, while building a home. Hartford did not contemplate providing coverage for construction work in South Carolina.

Finally, ABC Care, Inc., did not have four or more employees regularly employed in South Carolina. Pursuant to S.C. Code Ann. Section 42-1-150, ABC Care, Inc., was not subject to the Act in South Carolina. ABC Care, Inc., was not performing day care services in South Carolina on the day of the alleged accident. Claimant, and other people working on the construction site, cannot be said to be statutory employees of ABC Care, Inc. In order to be a statutory employee one must show that the work being performed was part of ABC's trade or business, that the activity is an essential and integral part of ABC's trade, business, or occupation, and that the activity has been performed by ABC employees in the past. See Riden

v. Kemet Electronics Corp., 313 S.C. 261, 437 S.E.2d 156 (Ct. App. 1993). Construction is not an integral part of a day care providers trade or business. Therefore, the test cannot be met in this case. ABC Care, Inc., did not have four or more employees in South Carolina, and they were not subject to the Act on the day in question.

Respectfully submitted,

**WILLSON JONES CARTER & BAXLEY, P.A.**

---

David M. Padgett, Esquire  
872 S. Pleasantburg Drive  
Greenville, SC 29607  
Attorneys for Defendants

Date: January 19, 2015





11-29-13

01

ONE O H Shell Road Bridge Rd  
Sunset St 29685  
Nov 11-26-13

Robert T. Person  
\$100

BBAT

5150464252

1058 10 1 234

CHECK#: 0 \$100.00

0453

NOBIS DEPOT  
One Hundred Dollars and 00/100

11/21/13

CBIA93379213220186  
Authorized by your Depositor 11/21/13

Memo 6035320149734780211194  
0055003308 0005150464252 0150 0000000000

CHECK#: 450 \$100.00

2069

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
November 14, 2013

Francisco Perez  
\$768

BBAT

0000 2071 0055003308 0005150464252

CHECK#: 2069 \$768.00

2070

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
November 14, 2013

Alexander Loria-Cortes  
\$190

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CHECK#: 2070 \$190.00

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ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
November 14, 2013

Francisco Perez  
\$840

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CHECK#: 2071 \$840.00

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ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
November 14, 2013

Francisco Perez  
\$672

BBAT

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CHECK#: 2072 \$672.00

2073

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
November 14, 2013

Francisco Perez  
\$668

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CHECK#: 2073 \$668.00

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ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
November 14, 2013

Francisco Perez  
\$564

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0000 2074 0055003308 0005150464252

CHECK#: 2074 \$564.00

2075

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
November 14, 2013

Alexander Loria-Cortes  
\$170

BBAT

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CHECK#: 2075 \$170.00

2076

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
November 14, 2013

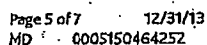
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BBAT

0000 2076 0055003308 0005150464252

CHECK#: 2076 \$603.54





12.31-13

CHECK#: 0      \$1,600.00

CHECK#: 0     \$300.00

CHECK#:451 \$100.00

CHECK#: 2079    \$432.00

CHECK#: 2080      \$875.00

CHECK#: 2081      \$200.00

CHECK#: 2082      \$920.00

CHECK#: 2083      \$650.00

CHECK#: 2084    \$125.00

CHECK# : 2085      \$600.00

12-31-13

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
12-15-13  
Mr. Ignacio Rodriguez  
\$480.00  
S

CHECK#: 2086 \$480.00

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
12-14-13  
Mr. Mike  
\$60.00  
M

CHECK#: 2087 \$60.00

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
12-14-13  
Mr. Nicolas Pardo  
\$143.00  
C

CHECK#: 2088 \$143.00

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
12-15-13  
Mr. Gary Brown  
\$600.00  
Storage

CHECK#: 2089 \$600.00

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
Dec 20-2013  
Mr. Francisco Chavez  
\$600.00  
S

CHECK#: 2090 \$600.00

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
Dec 27 2013  
Mr. Francisco Chavez  
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S

CHECK#: 2091 \$600.00

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
Dec 20-2013  
Mr. Ignacio Rodriguez  
\$480.00  
S

CHECK#: 2093 \$480.00

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
Dec 27 2013  
Mr. Ignacio Rodriguez  
\$380.00  
S

CHECK#: 2094 \$380.00

ROBERT T. PERSON and  
DRA ROBERT T. PERSON CONSTRUCTION  
12-21-13  
Mr. Tuyen Bala  
\$600.00  
S

CHECK#: 2096 \$600.00

HOME DEPOT EXPO  
\$39.00  
THIRTY NINE DOLLARS AND 00/100  
CERIAL 6035320549399553211215  
Authorized by your Depositor 12/25/13  
4050...000000380000

CHECK#: 4050 \$39.00



12-31-13

CC

Check # 5222  
Pay to the order of HOME DEPOT  
Two Hundred Fifty Six Dollars and 00/100  
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Memo 6035320153041353211225  
Authorized by your Depositor 12/17/13  
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CHECK#: 5222 \$256.00

Check # 5993  
Pay to the order of WEALTH BUILDERS  
One Thousand Four Hundred and 00/100  
\$1,450.00  
Memo 6035320153041353211225  
Authorized by your Depositor 12/17/13  
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CO55003308C 0005150464252 5533 000000000000

CHECK#: 5993 \$1,450.00

PS  
Accounting  
inc

S

Check # 5996  
Pay to the order of JANE A. RALPH  
Seven Hundred and 00/100  
\$700.00  
Memo 6035320153041353211225  
Authorized by your Depositor 12/17/13  
CBA933520516140508  
CO55003308C 0005150464252 5533 000000000000

CHECK#: 5996 \$975.00

Check # 5997  
Pay to the order of JANE A. RALPH  
One Thousand and 00/100  
\$1,000.00  
Memo 6035320153041353211225  
Authorized by your Depositor 12/17/13  
CBA933520516140508  
CO55003308C 0005150464252 5533 000000000000

CHECK#: 5997 \$1,300.00

S

CC

Check # 9593  
Pay to the order of CITICARDS  
Two Hundred Dollars and 00/100  
\$200.00  
Memo 5424180102423395211217  
Authorized by your Depositor 12/27/13  
CBA933520516140508  
CO55003308C 0005150464252 5533 000000000000

CHECK#: 9593 \$200.00

Check # 9765  
Pay to the order of CITICARDS  
Five Hundred Four Dollars and 00/100  
\$504.00  
Memo 5424180102423395211217  
Authorized by your Depositor 12/27/13  
CBA933520516140508  
CO55003308C 0005150464252 5533 000000000000

CHECK#: 9765 \$504.00

CC

*Pickens County Building Codes*  
222 McDaniel Ave., B-10, Pickens SC 29671  
Telephone (864) 898-5950 Fax (864) 898-5580

**Owner Builder Disclosure Statement**

The Building Codes Department under the authority of the Codes of Laws of the State of South Carolina, 1976, as amended Title 40, Chapter 59, Article 1, Section 40-59-260, is providing the undersigned owner builder this disclosure statement.

State law requires residential construction to be done by licensed residential builders and specialty contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own builder even though you do not have a license. You must supervise the construction yourself. You may build or improve a one-family or two-family residence. The building must be for your own use and occupancy. It may not be built for the sale or rent. If you sell or rent a building you have built yourself within two years after the construction is complete, the law will presume that you built it for sale or rent, which is a violation of this exemption. You may not hire an unlicensed person as your residential builder or specialty contractor. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances. Your construction must comply with all applicable laws, ordinances, zoning regulations and are subject to all applicable building inspections during construction as required by adopted building codes.

If the residential building or structure has been constructed by an owner under the exemption provided for in this section, the owner of the residential building or structure must promptly file, as a matter of public record, a notice with the register of deeds, indexed under the owner's name in the grantor's index, stating that the residential building or structure was constructed by the owner as an unlicensed builder. Failure to do so revokes the exemption.

Address: 149 Lake Wood Ln. Sunset SC 29685

Tax Map Number: 4132-01-06-8130

Owner Builder(s): [Signature]

Printed Name(s): Robert L. Person

Witness 1: [Signature]

Witness 2: [Signature]

State of South Carolina

County of Pickens

The foregoing instrument was acknowledged before me this date 29<sup>th</sup> Oct, 2013  
By [Signature] (name of person acknowledged)

Sworn and subscribed before me this 29<sup>th</sup> day of Oct., 2013

[Signature] (SEAL)

Notary Public for South Carolina

My commission Expires: 1-24-23

FILING FEE: \$10.00

Ownerbuilderform2-04-05.doc

**Pickens County Building Codes**  
222 McDaniel Ave., B-10, Pickens SC 29671  
Telephone (864) 898-5950 Fax (864) 898-5580

**Owner Builder Disclosure Statement**

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State law requires residential construction to be done by licensed residential builders and specialty contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own builder even though you do not have a license. You must supervise the construction yourself. You may build or improve a one-family or two-family residence. The building must be for your own use and occupancy. It may not be built for the sale or rent. If you sell or rent a building you have built yourself within two years after the construction is complete, the law will presume that you built it for sale or rent, which is a violation of this exemption. You may not hire an unlicensed person as your residential builder or specialty contractor. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances. **Your construction must comply with all applicable laws, ordinances, zoning regulations and are subject to all applicable building inspections during construction as required by adopted building codes.**

If the residential building or structure has been constructed by an owner under the exemption provided for in this section, the owner of the residential building or structure must promptly file, as a matter of public record, a notice with the register of deeds, indexed under the owner's name in the grantor's index, stating that the residential building or structure was constructed by the owner as an unlicensed builder. Failure to do so revokes the exemption.

Address: 149 Lake Wood Ln. Sunset, SC 29685  
Tax Map Number: pl-4132-01-06-8130  
Owner Builder(s): ABC Corp Inc  
Printed Name(s): Robert L. Person Director of Facilities  
Witness 1: [Signature] Witness 2: [Signature]

State of South Carolina

County of Pickens

The foregoing instrument was acknowledged before me this date 29<sup>th</sup> Oct, 2013  
By [Signature] (name of person acknowledged)

Sworn and subscribed before me this 29<sup>th</sup> day of Oct., 2013

[Signature] (SEAL)  
Notary Public for South Carolina  
My commission Expires: 1-24-23

FILING FEE: \$10.00

Inst # 201318169 DocType: D/BUILD Page  
1 of 1 BKD: 1561 PG: 198 10/29/2013 at  
03:24:22 PM, Fee: \$10.00 PAUL MCGUFFIN  
REGISTER OF DEEDS PICKENS CO., SC

**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 M. Padgett (S.C. Bar #76026)

**Holder Padgett Littlejohn + Prickett, LLC**

1204 A. East Washington Street

Greenville, South Carolina 29601

(864) 335-8808

*Attorney for Appellant*

November 18, 2016

**RECEIVED**

NOV 22 2016

**SC Court of Appeals**



THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

APPEAL FROM  
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission Decision

---

Appellate Case No. 2016-001497

---

Ignacio Javier Rodriguez, Employee, Claimant, Respondent,

v.

Robert T. Pierson, d/b/a Robert Pierson Construction Co., Employer, and  
ABC Care, Inc., Employers, Respondents,

and

South Carolina Uninsured Employers' Fund, Property & Casualty Insurance Co. of  
Hartford, Carriers, Defendants

Of which Property & Casualty Insurance Co. of Hartford is the Appellant.

---

PROOF OF SERVICE

---

The undersigned hereby certifies that the Record of Appeal in the above referenced case has been served on all parties of record by mailing a copy of same in the United States mail, postage prepaid this 18th day of November, 2016, addressed as follows:

William H. Ehliès, Esquire  
310 Mills Avenue., Suite. 201  
Greenville, South Carolina 29605  
*Attorney for Respondent*

Randall S. Hiller, Esquire  
850-B Wade Hampton Boulevard  
Greenville, South Carolina 29609  
*Attorney for Robert T. Pierson, d/b/a Pierson Construction and ABC Care, Inc.*

**RECEIVED**

**NOV 22 2016**

**SC Court of Appeals**

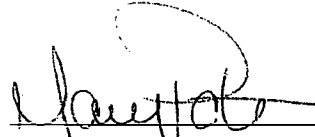
David H. Keller, Esquire

Turner Padgett

Post Office Box 1509

Greenville, South Carolina 29602

*Attorney for South Carolina Workers' Compensation Uninsured Employers Fund*

A handwritten signature in black ink, appearing to read "Mary Pate", is written over a horizontal line.

Mary Pate, Paralegal

Holder, Padgett, Littlejohn + Prickett, LLC