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STATE OF SOUTH CAROLINA
In the Court of Appeal

APPEAL FROM THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission

SCWCC File No. 1521141

Appellate Case No. 2018-000939

Calvin Felder, Claimant

v.

Central Masonry, Inc. & Arnold Construction Co., Employer, and AmGuard Insurance Co./Old Republic Insurance Co., and South Carolina Uninsured Employers Fund, Carriers, Defendants,

Of which AmGuard Insurance Co. is the Appellant and Central Masonry Inc. and South Carolina Uninsured Employers Fund are the Respondents.

RECORD ON APPEAL

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DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 1521141

CALVIN A. FELDER,
Dependents Claimants/Respondents,

vs.

CENTRAL MASONRY INC. & ARNOLD CONTRUCTION CO., Employer, AND
AMGUARD INSURANCE CO./OLD REPUBLIC INSURANCE CO., Carrier,
Defendants/Appellants,

Appellate Panel Review held in Columbia, South
Carolina, on September 18, 2017 per notices timely
and properly served upon all parties of interest.

Appellate Panel Decision and Order Filed:

April 17, 2018

APPEARANCES: Appearances: Paula Howker Amick, Esq. on behalf of the
Employee/Claimant.

Jonathan R. Hendrix, Esq. on behalf of the Employer Central Masonry,
Inc.

George D. Gallagher, Esq. on behalf of Amguard Insurance Company

J. Randall Hedlund, Esq. on behalf of Collins and Arnold Construction
Company and Old Republic Insurance Company

Lisa C. Glover, Esq. on behalf of the South Carolina Uninsured Employers
Fund.

This matter was before the Single Commissioner held in Columbia, South Carolina on November 28, 2016 and December 15, 2016. The Single Commissioner issued her Decision and Order on June 20, 2017, from which this appeal originates.

STIPULATIONS

At the call of the case, the attorneys representing the respective parties stipulated as follows:

1. The parties to this proceeding, with the exception of Amguard Insurance Company, agreed to be subject to and bound by the terms and the provisions of the *South Carolina Workers' Compensation Act*.
2. The parties, with the exception of Amguard Insurance Company, admitted to jurisdiction in this State.
3. Sufficiency of the notice of hearing was admitted.
4. Venue, for the purposes of this hearing, was proper in Richland County.
5. The subcontractor is Central Masonry and the general contractor is Collins and Arnold, which is insured by Old Republic.
6. Central Masonry provided a certificate of insurance to Collins and Arnold.

APA SUBMISSIONS/EXHIBITS

The following APA submissions were submitted on behalf of the parties:

Employee/Claimant:

Physician	Address	Dates of Report(s)	Pages
1. Michael Ugino, M.D.	Midlands Orthopedics 1910 Blanding Street Columbia, SC 29201	1/6/16 – 10/3/16	pp. 1-24 A (25)
2. Michael Ugino, M.D.	Providence Hospital 2435 Forest Drive Columbia, SC 29204	3/24/16	pp. 25-29 (5)
3. Kathryn Crumpler, OT	Midlands Orthopedics 1910 Blanding Street Columbia, SC 29204	4/19/16	pp. 30-31 (2)

4. Michael Ugino, M.D.

Midlands Orthopedics
1910 Blanding Street
Columbia, SC 29204

Form 14B - Dr. Ugino

p. 31A
(1)

Exhibits

A. Richland County Business Service Center – Construction Contractors with Issued 2015 Richland County Business Licenses (to include the Employer)	1/27/16	pp. 32-41 (10)
B. Secretary of State Business Filings relating to the Employer (administratively dissolved 6/1/15) and its Agent for Service of Process.	4/15/16	pp. 42-44 (3)
C. Pay Stubs	1/7/16-1/27/16	p. 45 (1)

Employer Central Masonry, Inc.:

APA	NAME OF REPORT(S)/ PHYSICIANS OR OTHER EVIDENCE	PLACE	REPORT DATE(S)	PAGE NOS.
1.	Certificate of Liability – Policy #10-21873-152244-209369	Job Site – Kroger-GA-678 Clemson Road, Columbia, SC	Coverage 08-07-15 to 08-07-16	46-47
2.	Certificate of Liability – Policy #10-21873-152244-209369	Job Site – Outparcel at Wescott 9500 Dorchester Rd, North Charleston SC	Coverage 08-07-15 to 08-07-16	48-49
3.	Certificate of Liability – Policy #10-21873-152244-209369	Job Site-Twister #5318 Columbia, SC	Coverage 08-07-15 to 08-07-16	50-51
4.	Email from Sandra Sturkie		09-26-15	52 (5 pages)
	Transcript of September 2, 2015 phone conversation between representatives of Lloyd Pro Group and Amguard.		Submitted after first hearing	(7 pages)

Amguard Insurance Company:

EXH#	EXHIBIT	DATED	PAGE NOS.
1.	Certificate of Liability Insurance		1-2
2.	Workers Compensation and Employers Liability Policy Binder		3-45
3.	Electronic Correspondence		46-51
4.	Workers Compensation and Employers Liability Policy		52-77
5.	General Workers Compensation Policy		78-84
6.	Notice to Controvert		85-86
7.	Rosemarie Farrell Affidavit		87
8.	Legal Memorandum		88-96
9.	Guard Insurance Policy		97-122
10.	2015 Tax Returns		123-142
11.	Form 27 to Lloyd Pro Group	10/27/16	143-147
12.	Form 27 to Central Masonry	10/6/16	148-150
13.	Numerous emails regarding coverage		151-159
14.	Central Masonry Non-employee compensation	8/7/15-8/7/16	160-163

Collins and Arnold Construction Company and Old Republic Insurance Company:

Exhibit C	Email correspondence between Central Masonry and Collins and Arnold	1-11
Exhibit D	Email correspondence between Lloyd Pro Group and Central Masonry and Collins and Arnold	12-25

The South Carolina Uninsured Employers' Fund:

NAME OF PHYSICIAN	DATES OF REPORT	NO. OF PAGES
None		

CLAIMANT BIOGRAPHICAL

Age: Forty-Eight (DOB: [REDACTED])

Gender: Male

Marital Status: Married

Work History: Laborer

Educational History: GED

STATEMENT OF THE CASE

The Claimant initially filed a Form 50 hearing request on January 20, 2016, naming Central Masonry, Inc. (hereinafter Central Masonry), a Georgia-based company, as the employer, and serving the South Carolina Uninsured Employer's Fund (hereinafter SCUEF). The SCUEF filed on February 8, 2016 a Form 51 denying all aspects of the claim. A hearing was set for May 4, 2016, at which time Mr. Max Gallardo, owner of Central Masonry attended with a certificate of insurance and information regarding the general contractor. The hearing was postponed so as to permit the Claimant to file a motion to add additional parties, namely Berkshire Hathaway Guard or Amguard Insurance Company (hereinafter Amguard), as well as the upstream employer Collins and Arnold Construction Co., LLC. (hereinafter Collins and Arnold) and its carrier Old Republic Insurance Company (hereinafter Old Republic) The motion was granted by Commissioner McCaskill on June 21, 2016.

The Claimant, in the interim, filed an Amended Form 50 hearing request on May 25, 2016. Amguard filed its Form 51 on June 22, 2016, denying all aspects of the claim. On June 29, 2016, the SCUEF again filed a Form 51 denying all aspects of the claim. On July 8, 2016 Collins and Arnold and Old Republic filed a Form 51 denying the Claimant suffered a compensable injury, and asserting all affirmative and specific defenses, and then filed an Amended Form 51 on July 20, 2016 asserting as further grounds or contentions S.C. Code Ann. §42-1-415 (Representation of coverage), §42-1-440 (Indemnity of principal contractor), and §42-1-460 (Contracts subject to title), and on July 29, 2016 also filed a Form 19/Denial. On September 26, 2016 Jonathan Hendrix filed notice of representation of Central Masonry.

The Claimant alleged a compensable injury occurring on or about December 30, 2015, for which he underwent a fusion surgery to his right wrist on March 24, 2016, performed by Michael R. Ugino, M.D., who subsequently released the Claimant at maximum medical

improvement with a twenty percent (20%) residual impairment to his right wrist. The Claimant maintained the dispute was essentially a coverage dispute, and that there was no genuine issue of material fact in dispute concerning whether the Claimant was entitled to benefits, and that, pursuant to S.C. Code Ann. § 42-9-430, the carriers involved should share equally in the payment of those benefits until it was determined which party is solely liable.

Central Masonry, Inc. maintained this loss should be covered by Amguard, if not pursuant to the language of the policy, then pursuant to the doctrine of agency where the agent authorized to arrange the workers' compensation policy for Central Masonry through Amguard then issued a certificate of insurance upon which Central Masonry relied, and which it in turn provided to the general contractor, Collins and Arnold, before commencing work on the Columbia site where the alleged injury occurred. Central Masonry maintained further that an independent conversation between a representative of Lloyd Pro Group, Inc. (hereinafter "Lloyd") and an Amguard representative bound Amguard for coverage in South Carolina.

Amguard's stated position was that the Claimant was an independent contractor, that South Carolina did not have jurisdiction over Central Masonry because it did not regularly employ four or more employees in the State, that, regardless, under the terms of the Amguard policy there was no coverage afforded for this South Carolina claim, there was no agency, and the agent who issued the certificate of insurance had no authority to do so where it was in direct conflict with the specific language of the contract. The Defendant Amguard also took the position that Lloyd was an agent of Central Masonry.

The position of Collins and Arnold and Old Republic was that they relied upon acceptable documentation of insurance from the lower tier contractor, Central Masonry, such that, pursuant to S.C. Code Ann. §42-1-415 and S.C. Code Reg. §67-415, liability should be shifted to the SCUEF in the event Central Masonry were to be not covered under the Amguard policy and therefore uninsured.

In turn, the SCUEF maintained the documentation of insurance did not meet the requirements of S.C. Code Reg. §67-415, but that in the event the certificate of insurance were to be held acceptable documentation, then the SCUEF would be entitled to indemnification against Central Masonry.

EVIDENCE OF THE CASE

The Claimant submitted medical records of Dr. Ugino, including a January 6, 2016 report referring to a Providence Northeast emergency room visit after his on-the-job injury on December 30, 2015, for which Dr. Ugino recommended surgery. (Claimant's APA #2 & #4) Dr. Ugino's January 6, 2016 report lists the treatment as work-related, pursuant to the Claimant's report of striking his right hand against a wall at work, and the resulting fracture of the scaphoid bone diagnosed by Dr. Ugino. (Claimant's APA #1) Dr. Ugino goes on to describe a chronic fracture nonunion with avascular necrosis, but which was asymptomatic until the December 30, 2015 injury on the job and "[t]herefore the treatment should be covered by his worker's compensation carrier." (Claimant's APA #3) The records also included records of the March 24, 2016 surgery (scapholunate reconstruction with scaphoidectomy and four-quadrant fusion) including the implantation of significant hardware in to the Claimant's wrist, with the surgery being performed at Providence Hospital. (Claimant's APA #25-26). Dr. Ugino's March 6, 2016 note indicates he was "released to his work activities" as of that date, although Dr. Ugino noted the Claimant was apparently going back to school. (Claimant's APA #20) The records culminated with Dr. Ugino's completed Form 14B dated October 3, 2016, which indicated the Claimant reached maximum medical improvement as of September 28, 2016, with a twenty percent (20%) residual impairment to his right wrist, with no restrictions or anticipated future treatment. (Claimant's APA #31A)

The Claimant furthermore submitted Richland County and Secretary of State records indicating Central Masonry, Inc. was licensed to do business in Richland County and was a Georgia for-profit corporation registered to do business in the State of South Carolina. (Claimant's APA #41 & #42) Finally, the Claimant submitted copies of two paystubs from Central Masonry, Inc., dated January 7, 2016 - one for \$115 marked as "Contract Labor Kroger 678-Columbia" and one for \$200 marked as "Work Compensation." (Claimant's APA #45)

Central Masonry submitted copies of three separate Certificates of Liability Insurance dated August 18, 2015, providing for commercial, automobile, umbrella and workers' compensation coverage, with the workers' compensation coverage insurer listed as Amguard. (Central Masonry APA #46-51) The first certificate refers to "Job: Kroger GA-678, Clemson, Road, Columbia SC." (Central Masonry APA #47). The second certificate refers to "Job: Outparcel #3 at Wescott, 9500 Dorchester Road, North Charleston, SC." (Central Masonry APA #49) The third certificate refers to "Project #30-15-012 - Twister #5318 - Columbia, SC." (Central Masonry APA #51) Central Masonry also provided a five-page email stream, including

an August 19, 2015 email from Patrick Barger, Commercial Lines Account Manager with Lloyd, to Sandra Sturkie¹ at Central Masonry stating, "Ok I just requested SC be added to the WC, and the waivers be processed. We should be all good at this point." (Central Masonry APA #52-1) Earlier in the same email stream, Ms. Sturkie indicates to Lloyd, "on ALL of our South Carolina jobs we will use Sub-contractor. There will be hardly any payroll. As I stated in the waiver of subrogation the job Outparcel # 3 in Charleston, SC will have a payroll amount of \$10,200.00 (it's a very small job). All other jobs will have a Subcontractor [sic] and we will have their COI for those jobs." (Central Masonry APA #52-4)

Amguard submitted the Workers' Compensation and Employers Liability Policy Binder dated August 12, 2015, from the National Council on Compensation Insurance, Inc., addressed to Central Masonry and listing the insurance company as Amguard and the agency as Lloyd. (Amguard APA #3) Amguard also submitted a five-page Workers' Compensation Application, listing Central Masonry as the applicant, and listing workers' compensation states as "GA, NC" and listing locations as two separate addresses – one in Duluth Georgia, and one in Wake Forest, North Carolina. (Amguard APA #8) Additionally, Amguard provided a copy of the policy itself, which indicated the covered states were Georgia and North Carolina, with reference to an other states endorsement. (Amguard APA #53) The submissions further include the "Other States Insurance Endorsement," which provides, "We will pay . . . benefits required of you by the workers' compensation law of any state not listed . . . if all of the following conditions are met: (a) the employee claiming benefits was either hired under a contract of employment made in [North Carolina or Georgia] or was, at the time of injury, principally employed in [either North Carolina or Georgia]; and (b) the employee . . . is not claiming benefits in a state where, at the time of injury, (i) [the insured has] other workers' compensation insurance coverage, or (ii) [the insured was], by virtue of the nature of its operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) the insured is an authorized self-insurer or participant in a self-insured group plan; and (c) the duration of the work being performed by the employee claiming benefits in the state is temporary." (Amguard APA #58)

Amguard's submissions also include an affidavit of a coverage specialist with Amguard, stating the policy number on the certificate of insurance produced by Lloyd was not a valid

¹ Sandra Sturkie's last name is spelled "Sturkey" in the hearing transcript, but we defer to the spelling on her emails.

Amguard policy number, as well as an email stream from Lloyd providing a timeline of events. (Amguard APA #87, #151-52)

Submissions from Collins and Arnold and Old Republic included additional emails with additional copies of the various certificates of insurance. (Collins and Arnold Exhibits C and D)

The Claimant testified he was hired on the spot by Central Masonry when he went up to the Kroger job site on Clemson Road looking for work. He stated he was hired full-time at \$10 per hour. He stated he was told he was going to get a raise to \$11 per hour, but was injured before that went in to effect. The Claimant acknowledged working for a very short period of time before getting injured, and that the few weeks he worked were not full weeks. Nonetheless, he testified he was hired for full-time work and would have worked forty (40) hours per week excluding weather and holidays. He described his job duties as mixing mortar and otherwise setting up for the brick masons, and using equipment such as a forklift, sledge hammer and scaffold. He stated he followed instructions of Central Masonry and used Central Masonry's equipment, and was paid by the hour, not the job. He also stated his understanding that he would have been fired by Central Masonry if he had not done a good job. (Nov. Hrg. T. p.15-18, 31-33)

The Claimant described his injury as occurring on December 30, 2015 when he was using a sledge hammer to knock holes in a wall and then struck his hand against the wall when the hammer slipped out of his hands. He further described then coming down off of the roof on to a scaffold when he tripped and then had to catch himself, further injuring his wrist, at which point he decided to go home. When his pain worsened that evening, he stated he called his supervisor and told him he was going to the emergency room because his hand was hurting. He stated he was referred from the hospital to Dr. Ugino who recommended surgery. He went on to testify that he reported the injury but received a denial letter from the insurance company (Amguard) and therefore filed the subsequent March 24, 2016 surgery under his health insurance. He also stated he worked only one day after the injury. (Nov. Hrg. T. p.18-20)

The Claimant testified that as of the November 28, 2016 hearing he had not worked since the day after the injury, but stated he had signed up for classes to try to acquire new skills. He also demonstrated for the Commission the limited range of motion in his right wrist, pursuant to the fusion surgery, and described a loss of grip strength, as well as residual pain. (Nov. Hrg. T. p. 21-23)

Mr. Gallardo then testified on behalf of Central Masonry, as owner and operator. He testified Central Masonry's principal place of business is in Georgia. (Nov. Hrg. T. p. 53-54). He also confirmed Central Masonry does not have an office in South Carolina. (Nov. Hrg. T. p. 68) He explained Central Masonry, as a Georgia company, successfully bid on a contract for the Kroger project on Clemson Road with Collins and Arnold, and that he provided the requisite certificate of insurance from his insurance agency before starting any work. (Nov. Hrg. T. p. 35-36) Mr. Gallardo went on to testify he was initially using only his regular employees, but that the job was behind schedule because of the floods in Columbia in October of 2015 and that he had to pick up some workers in Columbia, including the Claimant. (Nov. Hrg. T. p. 38-39) He stated the Claimant started work on December 9, 2015, which was a Wednesday, and worked twenty-three and a half hours over the three days remaining that week. He described the Claimant working additional hours until the date of the injury. Mr. Gallardo also confirmed the Claimant was hired for forty hours per week, and would have worked forty hours per week but for weather and holidays. (Nov. Hrg. T. p. 50-51) Mr. Gallardo testified the Claimant was for all intents and purposes an employee. (Nov. Hrg. T. p. 50) Mr. Gallardo also admitted to receiving a doctor's note stating the Claimant was unable to work, but could not recall if that was the week of the injury or the following week. (Nov. Hrg. T. p. 41-43)

Mr. Gallardo further testified he relied on the certificate of insurance and believed he had insurance for the project in South Carolina. He explained he paid his workers by 1099's for accounting purposes, but as far as having "people directly working" and "we telling what to do," Central Masonry probably had - at some points - six, seven, eight people on the job. (Nov. Hrg. T. 47; 49-50; 55-56; 59-60) Mr. Gallardo also admitted to having other projects in South Carolina prior to the Kroger job. (Nov. Hrg. T. p. 56) Mr. Gallardo confirmed Central Masonry supervisors had control over the Claimant's work, telling him what to do on the job and when to do it, and that they paid him by the hour. He also confirmed the Claimant was hired for full-time work, and that he would have worked forty hours per week if the weather permitted, and would have been offered work on future jobs with Central Masonry. (Nov. Hrg. T. p. 48, 50-51) Mr. Gallardo also conceded he considered the Claimant to be an employee who had been injured on the job and was due workers' compensation benefits. (Nov. Hrg. T. p. 53)

As to the issue of insurance, Mr. Gallardo stated that once he got the Kroger job from Collins and Arnold he contacted his agent in Georgia, Lloyd, and requested a certificate of insurance, which he considered to be proof he was covered. He acknowledged he never read the

actual insurance policy itself, but instead relied on the language of the certificate of insurance as confirmation he was covered for the job, and relied on Lloyd to ensure he was covered. (Nov. Hrg. T. p. 61-62, 65)

Ms. Sandra Sturkie, an employee of Central Masonry, testified it was her job to secure certificates of insurance and that she always requested those from the agent, Lloyd, and received assurance from the agent they were covered for the Kroger job in South Carolina. (Dec. Hrg. T. p. 6, 10) She explained further it was common for payroll to vary or not be exact, but there was an audit procedure by which premiums would be adjusted after the fact to reflect the actual payroll on any given job. (Dec. Hrg. T. p. 11-12) She also explained they did not anticipate a direct payroll in South Carolina when they initially requested a certificate of coverage from the agent's office, and stated further it was not her understanding that the policy only covered Georgia and North Carolina. (Dec. Hrg. T. p. 12-13, 17) Ms. Sturkie reiterated her reliance on the agent and her understanding, "the certificate of insurance is what tells me that we were covered in South Carolina." (Dec. Hrg. T. p. 22)

After the second hearing, a motion to submit the recording of a September 2, 2015 telephone call between Lloyd and Amguard was made by Central Masonry. All parties consented to the admission of the recording, and a transcript of the recording was produced along with the recording itself.

SINGLE COMMISSIONER'S FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The parties to the proceeding, including Central Masonry, are subject to and bound by the terms and provisions of the *South Carolina Workers' Compensation Act* (hereinafter *the Act*). This finding is based upon the stipulations and admissions of the parties, the testimony of Mr. Gallardo, and the APA submissions.
2. The Claimant met his burden of proving he was an employee of Central Masonry at the time of his injury, and not an independent contractor. Not only did Mr. Gallardo testify the Claimant was for all intents and purposes an employee (Tr. 50), the testimony of the Claimant and Mr. Gallardo establishes that Central Masonry had the right or exercise of control over the Claimant by directing the method and manner of the work he performed, by providing the equipment used by the Claimant on the job site, by paying the Claimant by the hour, as opposed to by the assignment or job, and by confirming it had the right to fire the Claimant. *See Shatto v. McLeod Reg'l Med. Ctr.*, 406 S.C. 470, ___, 753 S.E.2d 416, 419 (S.C., 2013) (citations omitted) ("Under settled law, the determination of whether a claimant is an employee or independent contractor focuses on the issue of control, specifically whether the purported employer had the right to control the claimant in the performance of his work. . . . [pursuant to] four factors which serve as a means of analyzing the work relationship as a whole: (1) direct evidence of the right or exercise of control; (2) furnishing of equipment; (3) method of payment; (4) right to fire.")
3. Central Masonry, according to the testimony of Mr. Gallardo and of the Claimant, summarized above, had four or more regularly employed employees at the Kroger job site on Clemson Road as of December 30, 2015.
4. The Claimant injured his right wrist while working at the Kroger job site on December 30, 2015. The Claimant described striking his right hand and wrist on a wall as the sledge hammer he was using slipped out of his hand, and described shortly thereafter catching himself with his right hand while descending a scaffold. The medical records of Dr. Ugino, a licensed medical provider, indicate the Claimant's injury was work related. Based on the description of the injury and on the medical records it is apparent the Claimant suffered a compensable scaphoid fracture in his right wrist, during the course and scope of his employment with Central Masonry at the Kroger job site on December 30, 2015, within the meaning of S.C. Code Ann. § 42-1-160.

5. The Claimant, as documented in the medical records included in the APAs, received treatment from Providence Northeast, Midlands Orthopaedics and Providence Hospital for his work-related injury and is entitled to benefits to include payment of expenses associated with medical, surgical, hospital and other treatment at those facilities, of the scaphoid fracture in his right wrist, within the meaning of S.C. Code Ann. § 42-15-60.
6. The Claimant has an average weekly wage of four hundred (\$400.00) dollars a week, with a corresponding compensation rate of two hundred sixty-six and 68/100ths (\$266.68) dollars. There is not an established history of the Claimant's wages, as he worked such a short period of time before his injury. The few weeks that he worked were not full weeks. Nonetheless, the greater weight of the evidence in the record, including the pay records, and the testimony of the Claimant and of Mr. Gallardo detailed above, provides the Claimant was earning ten (\$10.00) dollars an hour and was to work forty hours per week, such that four hundred (\$400.00) dollars a week most nearly approximates the amount which the Claimant would be earning were it not for the injury, within the meaning of S.C. Code Ann. § 42-1-40. (Both the Claimant and the Employer testified that he was hired for full-time work and would have worked forty (40) hours, excluding weather and holiday. (Testimony of Mr. Gallardo at Tr. 50-51) There is no evidence of the number of holidays or weather days in the record to quantify or determine any effect to the Claimant's wages.)
7. The Claimant is entitled to payment of temporary total payments for the period of December 30, 2015 through May 6, 2016, at which point he was released to work activities by Dr. Ugino. (Claimant's APA #20) This period translates to eighteen and two-sevenths ($18 \frac{2}{7}$ ths) weeks, or four thousand eight hundred seventy-six and 43/100ths dollars (\$4,876.43). There is a stipulated credit of six hundred dollars (\$600.00), however, pursuant to payments made by Central Masonry to the Claimant, such that the back due benefits owed are thereby reduced to four thousand two hundred seventy-six and 43/100ths dollars (\$4,276.43).

8. Based on the medical records, the testimony of the Claimant, and the undersigned's observation of the Claimant's right wrist and his range of motion in that wrist, it is apparent the Claimant has a residual specific disability equivalent to twenty-eight (28%) percent to his right arm, and as a result he is entitled to sixty-one and 6/10ths (61.6) weeks specific disability within the meaning of S.C. Code Ann. § 42-9-30(13), which translates to sixteen thousand four hundred twenty-seven and 49/100ths dollars (\$16,427.49).
9. There is no future medical treatment warranted, according to the 14B of Dr. Ugino, with the exception of any future repair, maintenance or replacement of the retained hardware in his wrist, pursuant to the March 24, 2016 surgery. (Claimant's APA #24a, 26) Moreover, hardware is to be maintained and replaced pursuant to *the Act* in accordance with S.C. Code Ann. § 42-15-60.
10. Central Masonry is responsible for the payment of these benefits.
11. It must then be determined whether Central Masonry has insurance through Amguard such that Amguard must provide payment on behalf of Central Masonry.
12. Lloyd is Central Masonry's insurance agent through which Central Masonry secured its workers' compensation insurance coverage.
13. Central Masonry's agent, Lloyd, obtained for Central Masonry a workers compensation and employers liability policy through a Georgia Assigned Risk Policy, the binder for which was issued on August 12, 2015. (Amguard APA #3). The policy was for the states of Georgia and North Carolina with an "Other States Endorsement" which will be discussed below.
14. Central Masonry began accepting jobs in South Carolina, including accepting a job for the Kroger job site on Clemson Road in Columbia, South Carolina.
15. At the request of Central Masonry, Lloyd issued a certificate of liability insurance which showed workers' compensation coverage on August 18, 2015 for the South Carolina job site of Kroger at Clemson Road in Columbia, South Carolina. (Central Masonry APA #46). The parties stipulate that this certificate was tendered to Collins and Arnold, the general contractor.

16. Mr. Gallardo and Ms. Sturkie both testified on behalf of Central Masonry that the company relied on Lloyd's representations that Central Masonry had workers' compensation insurance coverage in South Carolina. Central Masonry's argument extends further that, even if there was not coverage under the strict language of the policy, the conversation between Lloyd and Amguard establishes coverage and/or binds Amguard under principles of agency. (As summarized above, Amguard's position is that Lloyd was an agent of Central Masonry not Amguard.)
17. Central Masonry could not reasonably rely on the issuance of the certificate of insurance in this matter. The certificate of insurance was issued on August 18, 2015 by an August 17, 2015 email at 5:08p.m. Central Masonry requests the specific certificates to be emailed directly to the general contractor and indicates that all certificates should include job addresses. (Collins and Arnold Exhibit D). However, Central Masonry is notified by Lloyd on August 19, 2015 at 8:51a.m. by email that the underwriter denied the waiver of subrogation on all South Carolina jobs. (Central Masonry APA #52-5).
18. Lloyd issued the certificate of insurance without knowledge of a binder or endorsement by Amguard on August 18, 2015. The record is also devoid of any evidence of knowledge on the part of Lloyd at that time that Amguard could write insurance for South Carolina. (It is noted in a later email that they learned that Amguard did not write insurance for Kentucky.) (Amguard APA #48)
19. Later, on August 19, 2015, the email chain between Lloyd and Central Masonry indicated the Lloyd representative was going to get South Carolina added for the payroll and wanted to know the address of the job; the response was a location in North Charleston. Later that day, the Lloyd representative stated that he "just requested SC be added to the WC, and that the waivers be processed. We should be all good at this point." (Central APA #52-5) These emails indicate a "request" and that it "should be all good," but does not indicate the coverage has been completed. Central Masonry could not reasonably rely on this conversation with Lloyd as proof they had coverage in South Carolina.
20. Jordan Dunn of Lloyd indicates in a May 5, 2016 email there was a phone call between Amguard and the agent on September 2, 2015, and that "SC was not added to this policy and will not be added," along with a discussion that no employees would be doing the work. (Amguard APA #47-48).

21. The telephone conversation of September 2, 2015, the transcript and recording of which was admitted after the November hearing, indicates South Carolina would be added, but then the conversation turns to whether there would actually be employees. The Lloyd representative ("Pat") indicates that Central Masonry will just be hiring subs with certificates. (Call Transcript p. 4). Later, the Lloyd representative states that Central Masonry did not even assume it had to add South Carolina, to which the Amguard representative ("Carley") responds, "probably in this case, I wouldn't if it's not our actual payroll." (Call Transcript p. 5). "Carley" again indicates at the end of the call that "they all have their own insurance." (Call Transcript p. 5-6). There is no agreement at the end of the call about the addition of South Carolina. The failure to have an understanding between Lloyd and Amguard as to whether South Carolina was to be added or not is further evidenced by the email of May 5, 2016 reciting the understanding of the phone call by Lloyd that "SC was not added to this policy and will not be added." (Amguard APA #47-48)
22. Lloyd never received a binder or endorsement adding South Carolina. As stated by Jordan Dunn of Lloyd, in her May 5, 2016 email summarizing a January 15, 2016 conversation with Amguard, and as is apparent from the record as a whole, there were no endorsements, increased premiums billed, or South Carolina waivers billed and mailed out on the policy for the state of South Carolina. Also, it was noted that a preliminary audit was completed in the beginning of October [2015] that did not have any South Carolina exposure/payroll added on it. (Amguard APA #152, #156).
23. The accident occurred on December 30, 2015.
24. Presumably upon being questioned about the coverage after the accident, Ms. Dunn of Lloyd emailed Central Masonry on January 15, 2016, indicating, "in order to add coverage, we need payroll and address for the job." Her email goes on to state, "We were advised on August 19, 2015, all of your jobs in South Carolina were performed by sub-contractors and there would be no payroll - thus SC was not added to the policy." Ms. Dunn then states Lloyd was advised by Amguard that an audit completed in October showed no payroll for South Carolina. Ms. Dunn then requested payroll for South Carolina so that they could add the state. (Amguard APA #155).
25. The preponderance of the evidence does not provide that Amguard contracted with Lloyd

- to insure Central Masonry for South Carolina during the correspondence and phone call with Lloyd.
26. The question then turns to whether Lloyd has the ability to bind Amguard.
 27. The record, which includes copies of the binder and policy, establishes that the policy was obtained through the Assigned Risk Pool in Georgia, providing coverage for Georgia and North Carolina.
 28. Central Masonry presented a certificate of insurance issued by Lloyd, which allegedly provided workers compensation coverage in South Carolina through an Amguard policy. The certificate of insurance was issued, however, without the knowledge of Amguard and does not provide a valid Amguard policy number. (It appears that Lloyd may have used the binder number to place on the certificate of insurance.) The certificate of insurance does not change the terms and conditions of the policy, and the policy is subject to all terms, conditions, limitations and exclusions regardless of the certificate of insurance. Moreover, the certificate of insurance contains a disclaimer which affirms it does not extend rights to the holder, extend coverage, or change terms of the policy. There were no endorsements, increased billing premiums or waivers on the policy for the state of South Carolina. In addition, the evidence does not establish Central Masonry ever submitted or disclosed its South Carolina payroll to Amguard.
 29. The certificate of insurance, again, was produced by Lloyd without the knowledge or consent of Amguard.
 30. The record establishes Lloyd was the agent of Central Masonry, acting as a broker for Central Masonry.
 31. As a general rule, a broker acting for the insured has no authority to bind the insurer. *Holmes v. McKay*, 334 S.C. 433, 440, 513 S.E.2d 851, ____ (S.C. App. 1999); *Allstate Ins. Co. v. Smoak*, 182 S.E.2d 749, 754 (S.C. 1971). A broker is ordinarily employed by the individual seeking to purchase insurance, and should be distinguished from a typical insurance agent who is employed by an insurance company to solicit and write insurance for the company. *Allstate v. Smoak* at 754. Where one has no agency license with the insurer, and is requested by the insured to place the business, he is a broker. *Id.* at 754 (citing *Tri-City Transportation Co. v. Bituminous Casualty Corp.*, 311 Ill. App. 610, 37 N.E.2d 441 (1941)).

32. Lloyd had no authority to bind Amguard. Lloyd was the insurance broker hired by Central Masonry to procure and provide insurance from a selected carrier. Central Masonry had a policy with Amguard, procured by Lloyd, covering Central Masonry in the states of North Carolina and Georgia. The certificate of insurance at issue here was produced by Lloyd without the knowledge or consent of Amguard. Although, the agent may have provided the certificate of insurance to the employer for the job, this does not establish coverage on behalf of Amguard, nor does it change the terms and conditions of the policy. Moreover, in this case, the agent is even further removed from Amguard because the policy at issue was an assigned risk policy. Lloyd applied for a policy with the National Council on Compensation Insurance, Inc. (hereinafter NCCI), as administrator of the Georgia assigned risk pool, on behalf of Central Masonry. (Amguard APA #3) NCCI then assigned Amguard to be the carrier and issued a policy for Central Masonry. The NCCI Notice to Central Masonry furthermore specifically provides a certificate of insurance may be issued only for operations in North Carolina and Georgia, and that the terms of the policy are unchanged and that the certificate holder may not be extended any greater rights than those extended to the insured. (Amguard APA #4-5)
33. Lloyd was necessarily not acting at the "instance or request" of Amguard when issuing the certificate of insurance, in direct conflict to the terms of coverage placed through the assigned risk plan, and did not have authority, actual or apparent, to contractually bind Amguard.
34. While a broker may be an agent of the insurer, the evidence in this matter does not provide that there was any agency relationship, actual or apparent, between Lloyd and Amguard.
35. The policy itself is also examined. The plain terms of the policy do not provide for coverage in South Carolina in this matter. The policy states it "applies to Workers' Compensation Law of the following states: Georgia, North Carolina." (Amguard APA #53) Nowhere in the policy do its terms provide for coverage in South Carolina. The policy does contain, however, an "Other States Insurance Endorsement," in which the Carrier agrees to pay benefits required by the workers' compensation laws of any other state if the following conditions were met: (a) the employee claiming benefits was either

hired under a contract of employment made in North Carolina or Georgia or was, at the time of injury, principally employed in either North Carolina or Georgia; (b) the employee is not claiming benefits in a state where, at the time of injury, (i) the insured has other workers' compensation insurance coverage, or (ii) the insured was, by virtue of the nature of its operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) the insured is an authorized self-insurer or participant in a self-insured group plan; and (c) the duration of the work being performed by the employee claiming benefits in the state is temporary. (Amguard APA #58) None of the conditions were met in this instance. The Claimant was not hired in North Carolina or Georgia. The Claimant was hired by Central Masonry in South Carolina and was principally employed in South Carolina as it is his state of residence, and the only state in which he worked for the company. Moreover, Central Masonry, as determined above, was subject to *the Act* and was required to have workers' compensation coverage for its employees in South Carolina. Finally, as also determined above, the Claimant was hired to be a regular full-time employee of Central Masonry. As a result, the conditions the "Other States Endorsement" have not been met in this claim and coverage would not extend through that endorsement.

36. Absent ambiguous policy language, which is not the case here, the language of the policy itself, not the certificate of insurance, is examined to determine the obligations of the insurer. *See Yarborough v. Phoenix Mut. Life Ins. Co.*, 266 S.C. 584, 591, 225 S.E.2d 344, 348 (1976). Because no ambiguity in the policy language exists, the certificate of insurance has no bearing on the effect of the policy and cannot be used to create coverage in South Carolina.
37. In this case, the plain language of the policy states coverage applies in Georgia, North Carolina, and other states if certain conditions are first satisfied. Although the certificate of insurance appears to provide coverage through an Amguard policy in South Carolina, this has no bearing on the language of the policy itself. The policy is subject to all terms, conditions, limitations and exclusions regardless of the certificate of insurance. There were no endorsements, increased billing premiums or waivers on the policy for the state of South Carolina. The certificate of insurance also specifically provides that only an endorsement can make a certificate holder an additional insured. (Amguard APA #1). In

- this case there was never any request for such an endorsement. Furthermore, the policy number listed on the certificate of insurance is not an Amguard policy number.
38. Amguard is not a responsible party and should be dismissed from the action.
 39. It was stipulated at the beginning of the hearing that Collins and Arnold was the general contractor of the project, and that it contracted with Central Masonry to provide services at the Kroger site on Clemson Road, in Columbia, South Carolina.
 40. As it is the upstream employer, Collins and Arnold is responsible for the payments to the Claimant pursuant to S.C. Code Ann. §42-1-410.
 41. *The Act* provides further, however, that if a subcontractor represents himself "to a higher tier subcontractor, contractor, or project owner has having workers' compensation insurance at the time the contractor or subcontractor was engaged to perform work," upon submission of documentation to the Commission, "the higher tier subcontractor, contractor, or project owner must be relieved of any and all liability under [the Act] except as specifically provided in [Section 42-1-415]." S.C. Code Ann. §42-1-415(A). An acceptable form of documentation is an ACORD Form 25-S, Certificate of Insurance. S.C. Code Regs. §67-415(A)(2).
 42. It was stipulated and clear from the testimony and the record as a whole that a certificate of insurance was tendered on behalf of Central Masonry to Collins and Arnold.
 43. The certificate of insurance is in the record in various places, including Collins and Arnold's Exhibit D and Central Masonry's APA #46. It is on an ACORD Form 25-S.
 44. S.C. Code Ann. §42-1-415(B) provides that to qualify for reimbursement, the contractor must collect documentation on a standard form acceptable to the Commission. S.C. Code Reg. §67-415 provides certain documents which are acceptable for purposes of S.C. Code Ann. §42-1-415.
 45. Central Masonry's principal place of business is Georgia, and it does not have an office in South Carolina, as testified to by Mr. Gallardo. It is therefore an out-of-state employer for purposes of S.C. Code Reg. §67-415(2).
 46. Regulation 67-415(2) provides that for an out-of-state employer the ACORD 25-S is acceptable, provided the authorized representative of the insurance carrier for the insured affirms in an accompanying statement: "South Carolina is a named state in section 3A or 3C of the declaration page of the insured's policy."

47. Although the SCUEF maintains the request fails pursuant to S.C. Code Reg. §67-415, this regulation provides documents which are acceptable, but does not indicate that it is an exclusive list of documents the Commission may find acceptable. The Form in the case at bar does not contain the language cited in S.C. Code Reg. §67-415(2). However, the second page contains the "Job" and it is for "Clemson Road" in "Columbia, S.C." The recipient, Collins and Arnold, should be able to rely on issuance of a certificate of insurance which indicates there is workers' compensation insurance for Central Masonry and lists the job location as South Carolina. The logical conclusion from a review of the certificate of insurance is that Central Masonry had workers' compensation coverage for South Carolina.
48. Central Masonry presented a certificate of insurance to Collins and Arnold documenting the company's insurance coverage at the time it was engaged to perform the work for the project in Richland County. The certificate of insurance was issued by an authorized representative of the carrier and included a date and signature. Further, the certificate included a description of the job location for which the assurance of coverage was being provided – Kroger GA-678, Clemson Road, Columbia SC. (Collins and Arnold Exh. D p. 5-6) The logical conclusion from a review of the certificate of insurance is that Central Masonry had workers' compensation coverage for South Carolina. Accordingly, the requirements of S.C. Code Ann. §42-1-415 were met.
49. Collins and Arnold and its carrier, Old Republic, should be dismissed from the action.
50. The responsibility for the payment of the award is therefore with the Employer, Central Masonry, and the SCUEF.
51. On the date of this accident, Central Masonry was subject to *the Act*, but was operating without insurance and as an unqualified self-insured employer. If Central Masonry does not pay or provide the benefits provided herein when the benefits become due pursuant to the provisions of this Order, the SCUEF shall provide the benefits to the Claimant. The SCUEF shall retain all rights of recovery against Central Masonry as provided under S.C. Code Ann. §42-7-200.
52. The Claimant has petitioned for a division of responsibility of the award should the parties continue to disagree as to which party is responsible for this claim. There were genuine issues of fact as to at least one or more of the requirements of S.C. Code Ann.

- §42-9-430, including the issue of average weekly wage. As such, the undersigned could not grant the motion. Should the underlying requirements of section 42-9-430 not be appealed, however - that is to say any appeal does not include an appeal of the findings regarding the Claimant's employment, average weekly wage, the occurrence of an injury, the extent of the injury, or the fact that the injury arose out of and in the course of the employment - it would then be appropriate to require the Defendants to equally share in the responsibility of payment of the benefits, pursuant to section 42-9-430, should issues of coverage be appealed. Accordingly, the Claimant may renew the motion should there be an appeal of the coverage issue(s).
53. The SCUEF shall assume responsibility for this claim within thirty days of this determination of responsibility, in accordance with S.C. Code Ann. §42-1-415(A).

APPEAL TO THE FULL COMMISSION

Within the statutory period, Defendants and Claimant both filed an Application for Review (Form 30) in this case, appealing the Single Commissioner's Ruling. On appeal, Defendants appeal the entirety of the Single Commissioner's Findings. Specifically, Defendant appeal whether Amguard insurance Company must furnish coverage and be responsible for paying the award made to Claimant.

APPELLATE PANEL FINDINGS OF FACT

The Appellate Panel shall, pursuant to S.C. Code Ann. § 42-17-50, review the decision, weigh the evidence presented at the initial hearing and if good grounds be shown therefore, make its own findings of fact and reach its own conclusions of law consistent with or inconsistent with those findings. After careful review of the instant case, the Commission has determined that the Single Commissioner's Findings of Fact and Conclusions of Law are to be Reversed.

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

1. Based on the greater weight of the evidence, we find that Central Masonry, Inc. did not, or even tried to do anything wrong. It followed the usual customs, practices, usages and terminology as generally understood in the particular trade or business of being a masonry contractor trying its best to obtain and prove that it had all required workers' compensation insurance coverage for South Carolina and all other states it performed masonry work in.
2. Based on the greater weight of the evidence, we find that the contract of insurance Central Masonry had with Amguard Insurance Company for South Carolina and other states clearly and unambiguously invites it to rely on the agent to obtain proof of insurance.
3. Based on the greater weight of the evidence, we find that the September 5, 2015 phone call between "Carley" and Patrick (Page 2 of the phone call transcript) acknowledged that at least some direct payroll employees of Central Masonry, Inc., would be used in the South Carolina jobs. Carley assured the agent, Patrick, "Now, I'm going to add South Carolina to the policy..." (Page 2, Transcript of phone conversation).
4. Based on the greater weight of the evidence, we find that Central Masonry was, at all times relevant, ignorant of the fact that, at the time of Mr. Felder's injury, Amguard would deny that it would provide the promised coverage.
5. Based on the greater weight of the evidence, we find that Appellant was misled into believing it was covered by Workers' Compensation Insurance in South Carolina before Claimant was injured by the actions of Amguard in confirming to the agent that South Carolina would be added to Appellant's policy.

6. Based on the greater weight of the evidence, we find that both the agent and Amguard represented, by the standard Certificate of Insurance provided by the agent and in accordance with the Amguard policy language which invited an insured, such as Central Masonry, to obtain and rely upon such Certificates of Insurance provided by the agent, that Central Masonry had South Carolina worker's compensation coverage.
7. Based on the greater weight of the evidence, we find that Central Masonry relied upon the representation and conduct of the agent and Amguard indicating that it did have such coverage to its prejudice and detriment.
8. Based on the greater weight of the evidence, we find that Appellant provided, in good faith, the Certificate of Insurance to prove that it had such coverage to the general contractor, Collins and Arnold Construction Company and that Appellant also reasonably relied upon the same certificate of insurance to its detriment and prejudice.
9. Based on the greater weight of the evidence, we find that Appellant acted in conformance with its usual business practice and custom in dealing with the agent and Amguard as it relates to acquiring and proving Workers' Compensation coverage.
10. Based on the greater weight of the evidence, we find that Amguard's agent and servant, Carley, assured the agent that South Carolina was to be added to Appellant's workers' Compensation policy.

FULL PANEL'S CONCLUSIONS OF LAW

1. "The essential elements of equitable estoppel are: (1) ignorance of the party invoking it of the truth as to the facts in question; (2) representations or conduct of the party estopped which mislead; (3) reliance upon such representations of conduct; and (4) prejudicial change of position as the result of such reliance." *Pitts v. New York Life Insurance*

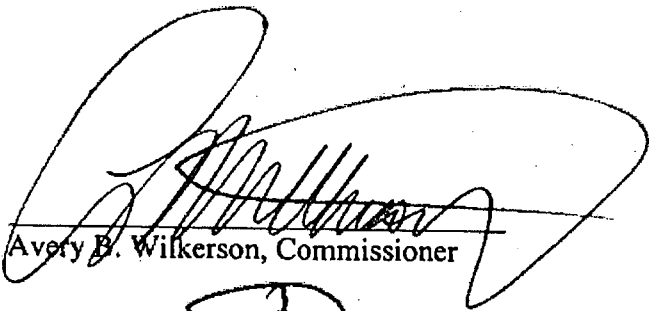
Company, 247 S.C. 552, 148 S.E. 2d, page 371; Crescent Co. Of Spartanburg, Inc. V. Insurance Co. Of North America, 266 S.C. 598, 225 S.E.2d 656 (1976). Equitable and legal principles and doctrines prevent Amguard from denying the very coverage it assured the agent and, by way of the agent, Appellant, that all necessary coverage was in place and effective before Mr. Felder was injured.

2. The usual "customs, practices, usages and terminology as generally understood in the particular trade or business" (of being a masonry contractor trying its best to obtain and prove that it had all required workers' compensation insurance coverage for South Carolina and all other states it performed masonry work in. (Hawkins v. Greenwood Dev. Corp, 328 S.C. 585 at 592, 493 S.E. 2d 875 at 878 (Ct. App. 1997; Canal Ins Co v. National House Movers, LLC. 414 S.C. 255, 777 S.E. 2d 418 (2015)). Central Masonry acted reasonably and in accordance with the customary business practices it has always used in dealing with its agent and Amguard for assuring itself and others that it had all required workers' compensation coverage. It followed the same procedures (as did the agent) as was always done in obtaining proof and verification of workers' compensation coverage.

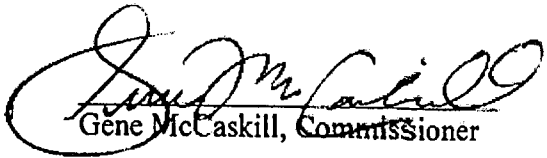
ORDER

IT IS THEREFORE ORDERED by the Appellate Panel of the Full Commission that the Decision and Order of the Single Commissioner is Reversed as set forth above and IT IS HEREBY ORDERED THAT Amguard Insurance Co. is required by the to provide coverage for Mr. Felder's accident and to pay, in full, that award.

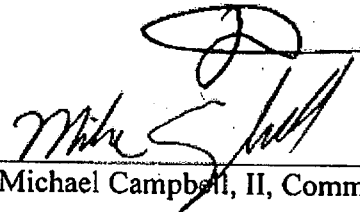
AND IT IS SO ORDERED.



Avery B. Wilkerson, Commissioner



Gene McCaskill, Commissioner



R. Michael Campbell, II, Commissioner

CERTIFICATE OF SERVICE

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

By Valerie Deller on April 17, 2018

STATE OF SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION
WCC File No. 1521141

Calvin A. Felder,	)
Claimant,	)
vs.	)
	)
Central Masonry, Inc.,	)
Collins and Arnold Construction	)
Company	)
Employer(s),	)
and	)
	)
Amguard Insurance Company,	)
Old Republic Insurance	)
Company, and S.C.U.E.F.,	)
	)
Carrier(s).	)

Hearing: Hearing held in Columbia, South Carolina on November 28, 2016 and December 15, 2016.

Appearances: Paula Howker Amick, Esq. on behalf of the Employee/Claimant.

Jonathan R. Hendrix, Esq. on behalf of the Employer Central Masonry, Inc.

George D. Gallagher, Esq. on behalf of Amguard Insurance Company

J. Randall Hedlund, Esq. on behalf of Collins and Arnold Construction Company and Old Republic Insurance Company

Lisa C. Glover, Esq. on behalf of the South Carolina Uninsured Employers Fund.

Purpose of Hearing: To determine compensability of Claimant's injury, and, if compensable, which coverage, if any, should apply.

Opinion: By the Honorable Melody L. James, Commissioner

Filed: June 20, 2017.

STIPULATIONS

At the call of the case, the attorneys representing the respective parties stipulated as follows:

1. The parties to this proceeding, with the exception of Amguard Insurance Company, agreed to be subject to and bound by the terms and the provisions of the *South Carolina Workers' Compensation Act*.
2. The parties, with the exception of Amguard Insurance Company, admitted to jurisdiction in this State.
3. Sufficiency of the notice of hearing was admitted.
4. Venue, for the purposes of this hearing, was proper in Richland County.
5. The subcontractor is Central Masonry and the general contractor is Collins and Arnold, which is insured by Old Republic.
6. Central Masonry provided a certificate of insurance to Collins and Arnold.

APA SUBMISSIONS/EXHIBITS

The following APA submissions were submitted on behalf of the parties:

Employee/Claimant:

Physician	Address	Dates of Report(s)	Pages
1. Michael Ugino, M.D.	Midlands Orthopedics 1910 Blanding Street Columbia, SC 29201	1/6/16 – 10/3/16	pp. 1-24 A (25)
2. Michael Ugino, M.D.	Providence Hospital 2435 Forest Drive Columbia, SC 29204	3/24/16	pp. 25-29 (5)
3. Kathryn Crumpler, OT	Midlands Orthopedics 1910 Blanding Street Columbia, SC 29204	4/19/16	pp. 30-31 (2)
4. Michael Ugino, M.D.	Midlands Orthopedics 1910 Blanding Street Columbia, SC 29204	Form 14B - Dr. Ugino	p. 31A (1)

Exhibits

A. Richland County Business Service Center – Construction Contractors with Issued 2015 Richland County Business Licenses (to include the Employer)	1/27/16	pp. 32-41 (10)

B. Secretary of State Business Filings relating to the Employer (administratively dissolved 6/1/15) and its Agent for Service of Process.	4/15/16	pp. 42-44 (3)

C. Pay Stubs	1/7/16-1/27/16	p. 45 (1)

Employer Central Masonry, Inc.:

APA	NAME OF REPORT(S)/ PHYSICIANS OR OTHER EVIDENCE	PLACE	REPORT DATE(S)	PAGE NOS.
1.	Certificate of Liability – Policy #10-21873-152244-209369	Job Site – Kroger-GA-678 Clemson Road, Columbia, SC	Coverage 08-07-15 to 08-07-16	46-47
2.	Certificate of Liability – Policy #10-21873-152244-209369	Job Site – Outparcel at Wescott 9500 Dorchester Rd, North Charleston SC	Coverage 08-07-15 to 08-07-16	48-49
3.	Certificate of Liability – Policy #10-21873-152244-209369	Job Site-Twister #5318 Columbia, SC	Coverage 08-07-15 to 08-07-16	50-51
4.	Email from Sandra Sturkie		09-26-15	52 (5 pages)
	Transcript of September 2, 2015 phone conversation between representatives of Lloyd Pro Group and Amguard.		Submitted after first hearing	(7 pages)

Amguard Insurance Company:

EXH#	EXHIBIT	DATED	PAGE NOS.
1.	Certificate of Liability Insurance		1-2
2.	Workers Compensation and Employers Liability Policy Binder		3-45
3.	Electronic Correspondence		46-51
4.	Workers Compensation and Employers Liability Policy		52-77
5.	General Workers Compensation Policy		78-84
6.	Notice to Controvert		85-86
7.	Rosemarie Farrell Affidavit		87
8.	Legal Memorandum		88-96
9.	Guard Insurance Policy		97-122
10.	2015 Tax Returns		123-142
11.	Form 27 to Lloyd Pro Group	10/27/16	143-147

12.	Form 27 to Central Masonry	10/6/16	148-150
13.	Numerous emails regarding coverage		151-159
14	Central Masonry Non-employee compensation	8/7/15-8/7/16	160-163

Collins and Arnold Construction Company and Old Republic Insurance Company:

Exhibit C	Email correspondence between Central Masonry and Collins and Arnold	1-11
Exhibit D	Email correspondence between Lloyd Pro Group and Central Masonry and Collins and Arnold	12-25

The South Carolina Uninsured Employers' Fund:

NAME OF PHYSICIAN	DATES OF REPORT	NO. OF PAGES
None		

CLAIMANT BIOGRAPHICAL

Age: Forty-Eight (DOB: [REDACTED])
Gender: Male
Marital Status: Married
Work History: Laborer
Educational History: GED

STATEMENT OF THE CASE

The Claimant initially filed a Form 50 hearing request on January 20, 2016, naming Central Masonry, Inc. (hereinafter Central Masonry), a Georgia-based company, as the employer, and serving the South Carolina Uninsured Employer's Fund (hereinafter SCUEF). The SCUEF filed on February 8, 2016 a Form 51 denying all aspects of the claim. A hearing was set for May 4, 2016, at which time Mr. Max Gallardo, owner of Central Masonry attended with a certificate of insurance and information regarding the general contractor. The hearing was postponed so as to permit the Claimant to file a motion to add additional parties, namely Berkshire Hathaway Guard or Amguard Insurance Company (hereinafter Amguard), as well as the upstream employer Collins and Arnold Construction Co., LLC. (hereinafter Collins

and Arnold) and its carrier Old Republic Insurance Company (hereinafter Old Republic) The motion was granted by Commissioner McCaskill on June 21, 2016.

The Claimant, in the interim, filed an Amended Form 50 hearing request on May 25, 2016. Amguard filed its Form 51 on June 22, 2016, denying all aspects of the claim. On June 29, 2016, the SCUEF again filed a Form 51 denying all aspects of the claim. On July 8, 2016 Collins and Arnold and Old Republic filed a Form 51 denying the Claimant suffered a compensable injury, and asserting all affirmative and specific defenses, and then filed an Amended Form 51 on July 20, 2016 asserting as further grounds or contentions S.C. Code Ann. §42-1-415 (Representation of coverage), §42-1-440 (Indemnity of principal contractor), and §42-1-460 (Contracts subject to title), and on July 29, 2016 also filed a Form 19/Denial. On September 26, 2016 Jonathan Hendrix filed notice of representation of Central Masonry.

The Claimant alleged a compensable injury occurring on or about December 30, 2015, for which he underwent a fusion surgery to his right wrist on March 24, 2016, performed by Michael R. Ugino, M.D., who subsequently released the Claimant at maximum medical improvement with a twenty percent (20%) residual impairment to his right wrist. The Claimant maintained the dispute was essentially a coverage dispute, and that there was no genuine issue of material fact in dispute concerning whether the Claimant was entitled to benefits, and that, pursuant to S.C. Code Ann. § 42-9-430, the carriers involved should share equally in the payment of those benefits until it was determined which party is solely liable.

Central Masonry, Inc. maintained this loss should be covered by Amguard, if not pursuant to the language of the policy, then pursuant to the doctrine of agency where the agent authorized to arrange the workers' compensation policy for Central Masonry through Amguard then issued a certificate of insurance upon which Central Masonry relied, and which it in turn provided to the general contractor, Collins and Arnold, before commencing work on the Columbia site where the alleged injury occurred. Central Masonry maintained further that and independent conversation between a representative of Lloyd Pro Group, Inc. (hereinafter "Lloyd") and an Amguard representative bound Amguard for coverage in South Carolina.

Amguard's stated position was that the Claimant was an independent contractor, that South Carolina did not have jurisdiction over Central Masonry because it did not regularly employ four or more employees in the State, that, regardless, under the terms of the Amguard policy there was no coverage afforded for this South Carolina claim, there was no agency, and the agent who issued the certificate of insurance had no authority to do so where it was in direct conflict with the specific language of the contract. The Defendant Amguard also took the position that Lloyd was an agent of Central Masonry.

The position of Collins and Arnold and Old Republic was that they relied upon acceptable documentation of insurance from the lower tier contractor, Central Masonry, such that, pursuant to S.C. Code Ann. §42-1-415 and S.C. Code Reg. §67-415, liability should be shifted to the SCUEF in the event Central Masonry were to be not covered under the Amguard policy and therefore uninsured.

In turn, the SCUEF maintained the documentation of insurance did not meet the requirements of S.C. Code Reg. §67-415, but that in the event the certificate of insurance were to be held acceptable documentation, then the SCUEF would be entitled to indemnification against Central Masonry.

EVIDENCE OF THE CASE

The Claimant submitted medical records of Dr. Ugino, including a January 6, 2016 report referring to a Providence Northeast emergency room visit after his on-the-job injury on December 30, 2015, for which Dr. Ugino recommended surgery. (Claimant's APA #2 & #4) Dr. Ugino's January 6, 2016 report lists the treatment as work-related, pursuant to the Claimant's report of striking his right hand against a wall at work, and the resulting fracture of the scaphoid bone diagnosed by Dr. Ugino. (Claimant's APA #1) Dr. Ugino goes on to describe a chronic fracture nonunion with avascular necrosis, but which was asymptomatic until the December 30, 2015 injury on the job and "[t]herefore the treatment should be covered by his worker's compensation carrier." (Claimant's APA #3) The records also included records of the March 24, 2016

surgery (scapholunate reconstruction with scaphoidectomy and four-quadrant fusion) including the implantation of significant hardware in to the Claimant's wrist, with the surgery being performed at Providence Hospital. (Claimant's APA #25-26). Dr. Ugino's March 6, 2016 note indicates he was "released to his work activities" as of that date, although Dr. Ugino noted the Claimant was apparently going back to school. (Claimant's APA #20) The records culminated with Dr. Ugino's completed Form 14B dated October 3, 2016, which indicated the Claimant reached maximum medical improvement as of September 28, 2016, with a twenty percent (20%) residual impairment to his right wrist, with no restrictions or anticipated future treatment. (Claimant's APA #31A)

The Claimant furthermore submitted Richland County and Secretary of State records indicating Central Masonry, Inc. was licensed to do business in Richland County and was a Georgia for-profit corporation registered to do business in the State of South Carolina. (Claimant's APA #41 & #42) Finally, the Claimant submitted copies of two paystubs from Central Masonry, Inc., dated January 7, 2016 - one for \$115 marked as "Contract Labor Kroger 678-Columbia" and one for \$200 marked as "Work Compensation." (Claimant's APA #45)

Central Masonry submitted copies of three separate Certificates of Liability Insurance dated August 18, 2015, providing for commercial, automobile, umbrella and workers' compensation coverage, with the workers' compensation coverage insurer listed as Amguard. (Central Masonry APA #46-51) The first certificate refers to "Job: Kroger GA-678, Clemson, Road, Columbia SC." (Central Masonry APA #47). The second certificate refers to "Job: Outparcel #3 at Wescott, 9500 Dorchester Road, North Charleston, SC." (Central Masonry APA #49) The third certificate refers to "Project #30-15-012 - Twister #5318 - Columbia, SC." (Central Masonry APA #51) Central Masonry also provided a five-page email stream, including an August 19, 2015 email from Patrick Barger, Commercial Lines Account Manager with Lloyd, to Sandra Sturkie¹ at Central Masonry stating, "Ok I just requested SC be added to the WC, and the waivers be processed. We should be all good at this point." (Central Masonry APA

¹ Sandra Sturkie's last name is spelled "Sturkey" in the hearing transcript, but we defer to the spelling on her emails.

#52-1) Earlier in the same email stream, Ms. Sturkie indicates to Lloyd, "on ALL of our South Carolina jobs we will use Sub-contractor. There will be hardly any payroll. As I stated in the waiver of subrogation the job Outparcel # 3 in Charleston, SC will have a payroll amount of \$10,200.00 (it's a very small job). All other jobs will have a Subcontractor [sic] and we will have their COI for those jobs." (Central Masonry APA #52-4)

Amguard submitted the Workers' Compensation and Employers Liability Policy Binder dated August 12, 2015, from the National Council on Compensation Insurance, Inc., addressed to Central Masonry and listing the insurance company as Amguard and the agency as Lloyd. (Amguard APA #3) Amguard also submitted a five-page Workers' Compensation Application, listing Central Masonry as the applicant, and listing workers' compensation states as "GA, NC" and listing locations as two separate addresses – one in Duluth Georgia, and one in Wake Forest, North Carolina. (Amguard APA #8) Additionally, Amguard provided a copy of the policy itself, which indicated the covered states were Georgia and North Carolina, with reference to an other states endorsement. (Amguard APA #53) The submissions further include the "Other States Insurance Endorsement," which provides, "We will pay . . . benefits required of you by the workers' compensation law of any state not listed . . . if all of the following conditions are met: (a) the employee claiming benefits was either hired under a contract of employment made in [North Carolina or Georgia] or was, at the time of injury, principally employed in [either North Carolina or Georgia]; and (b) the employee . . . is not claiming benefits in a state where, at the time of injury, (i) [the insured has] other workers' compensation insurance coverage, or (ii) [the insured was], by virtue of the nature of its operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) the insured is an authorized self-insurer or participant in a self-insured group plan; and (c) the duration of the work being performed by the employee claiming benefits in the state is temporary." (Amguard APA #58)

Amguard's submissions also include an affidavit of a coverage specialist with Amguard, stating the policy number on the certificate of insurance produced by Lloyd was not a valid Amguard policy number, as well as an email stream from Lloyd

providing a timeline of events. (Amguard APA #87, #151-52)

Submissions from Collins and Arnold and Old Republic included additional emails with additional copies of the various certificates of insurance. (Collins and Arnold Exhibits C and D)

The Claimant testified he was hired on the spot by Central Masonry when he went up to the Kroger job site on Clemson Road looking for work. He stated he was hired full-time at \$10 per hour. He stated he was told he was going to get a raise to \$11 per hour, but was injured before that went in to effect. The Claimant acknowledged working for a very short period of time before getting injured, and that the few weeks he worked were not full weeks. Nonetheless, he testified he was hired for full-time work and would have worked forty (40) hours per week excluding weather and holidays. He described his job duties as mixing mortar and otherwise setting up for the brick masons, and using equipment such as a forklift, sledge hammer and scaffold. He stated he followed instructions of Central Masonry and used Central Masonry's equipment, and was paid by the hour, not the job. He also stated his understanding that he would have been fired by Central Masonry if he had not done a good job. (Nov. Hrg. T. p.15-18; 31-33)

The Claimant described his injury as occurring on December 30, 2015 when he was using a sledge hammer to knock holes in a wall and then struck his hand against the wall when the hammer slipped out of his hands. He further described then coming down off of the roof on to a scaffold when he tripped and then had to catch himself, further injuring his wrist, at which point he decided to go home. When his pain worsened that evening, he stated he called his supervisor and told him he was going to the emergency room because his hand was hurting. He stated he was referred from the hospital to Dr. Ugino who recommended surgery. He went on to testify that he reported the injury but received a denial letter from the insurance company (Amguard) and therefore filed the subsequent March 24, 2016 surgery under his health insurance. He also stated he worked only one day after the injury. (Nov. Hrg. T. p.18-20)

The Claimant testified that as of the November 28, 2016 hearing he had not worked since the day after the injury, but stated he had signed up for classes to try to

acquire new skills. He also demonstrated for the Commission the limited range of motion in his right wrist, pursuant to the fusion surgery, and described a loss of grip strength, as well as residual pain. (Nov. Hrg. T. p. 21-23)

Mr. Gallardo then testified on behalf of Central Masonry, as owner and operator. He testified Central Masonry's principal place of business is in Georgia. (Nov. Hrg. T. p. 53-54). He also confirmed Central Masonry does not have an office in South Carolina. (Nov. Hrg. T. p. 68) He explained Central Masonry, as a Georgia company, successfully bid on a contract for the Kroger project on Clemson Road with Collins and Arnold, and that he provided the requisite certificate of insurance from his insurance agency before starting any work. (Nov. Hrg. T. p. 35-36) Mr. Gallardo went on to testify he was initially using only his regular employees, but that the job was behind schedule because of the floods in Columbia in October of 2015 and that he had to pick up some workers in Columbia, including the Claimant. (Nov. Hrg. T. p. 38-39) He stated the Claimant started work on December 9, 2015, which was a Wednesday, and worked twenty-three and a half hours over the three days remaining that week. He described the Claimant working additional hours until the date of the injury. Mr. Gallardo also confirmed the Claimant was hired for forty hours per week, and would have worked forty hours per week but for weather and holidays. (Nov. Hrg. T. p. 50-51) Mr. Gallardo testified the Claimant was for all intents and purposes an employee. (Nov. Hrg. T. p. 50) Mr. Gallardo also admitted to receiving a doctor's note stating the Claimant was unable to work, but could not recall if that was the week of the injury or the following week. (Nov. Hrg. T. p. 41-43)

Mr. Gallardo further testified he relied on the certificate of insurance and believed he had insurance for the project in South Carolina. He explained he paid his workers by 1099's for accounting purposes, but as far as having "people directly working" and "we telling what to do," Central Masonry probably had - at some points - six, seven, eight people on the job. (Nov. Hrg. T. 47; 49-50; 55-56; 59-60) Mr. Gallardo also admitted to having other projects in South Carolina prior to the Kroger job. (Nov.

Hrg. T. p. 56) Mr. Gallardo confirmed Central Masonry supervisors had control over the Claimant's work, telling him what to do on the job and when to do it, and that they paid him by the hour. He also confirmed the Claimant was hired for full-time work, and that he would have worked forty hours per week if the weather permitted, and would have been offered work on future jobs with Central Masonry. (Nov. Hrg. T. p. 48, 50-51) Mr. Gallardo also conceded he considered the Claimant to be an employee who had been injured on the job and was due workers' compensation benefits. (Nov. Hrg. T. p. 53)

As to the issue of insurance, Mr. Gallardo stated that once he got the Kroger job from Collins and Arnold he contacted his agent in Georgia, Lloyd, and requested a certificate of insurance, which he considered to be proof he was covered. He acknowledged he never read the actual insurance policy itself, but instead relied on the language of the certificate of insurance as confirmation he was covered for the job, and relied on Lloyd to ensure he was covered. (Nov. Hrg. T. p. 61-62, 65)

Ms. Sandra Sturkie, an employee of Central Masonry, testified it was her job to secure certificates of insurance and that she always requested those from the agent, Lloyd, and received assurance from the agent they were covered for the Kroger job in South Carolina. (Dec. Hrg. T. p. 6, 10) She explained further it was common for payroll to vary or not be exact, but there was an audit procedure by which premiums would be adjusted after the fact to reflect the actual payroll on any given job. (Dec. Hrg. T. p. 11-12) She also explained they did not anticipate a direct payroll in South Carolina when they initially requested a certificate of coverage from the agent's office, and stated further it was not her understanding that the policy only covered Georgia and North Carolina. (Dec. Hrg. T. p. 12-13, 17) Ms. Sturkie reiterated her reliance on the agent and her understanding, "the certificate of insurance is what tells me that we were covered in South Carolina." (Dec. Hrg. T. p. 22)

After the second hearing, a motion to submit the recording of a September 2, 2015 telephone call between Lloyd and Amguard was made by Central Masonry. All parties consented to the admission of the recording, and a transcript of the recording was produced along with the recording itself.

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By Order dated June 20, 2017, Commissioner Melody James made the following findings, *inter alia*, regarding the responsible entity for the claim: 1) Central was subject to the Act; 2) Guard's Georgia assigned risk policy on its face does not provide coverage for claims arising under South Carolina law; 3) Guard is not estopped from denying coverage based on the 9/2/15 call because the evidence establishes that a) its representative never represented that South Carolina would be added to the policy, and in fact indicated to the contrary, and b) Lloyd was not Guard's agent and cannot be bound by Lloyd's actions/representations; 4) Collins as the statutory employer met all essential requirements for imposing liability on the UEF; and 5) Central Masonry and the UEF are responsible for the award to Claimant. pg. 28 - 51

Thereafter, Central timely appealed the Commissioner's decision to the Full Commission Appellate Panel ("Full Commission"). Central did not appeal the Commissioner's findings that the policy itself did not provide coverage in South Carolina; therefore, they remain the law of this case. Central only argued that Guard is nevertheless estopped from denying coverage. The UEF did not appeal the adverse ruling against them as to the transfer of liability issue from Collins, but it joined in Central's estoppel arguments against Guard to defeat their liability for the claim. Since no other party contends Collins should be liable for the Commissioner's award, Collins was dismissed from the case via consent of the parties.

By Order dated April 17, 2018, the Full Commission reversed the Single Commissioner, finding, *inter alia*, that Guard was estopped from denying coverage for the claim based on representations made by its employee during the 9/2/15 call. In addition, the Full Commission necessarily implied that Lloyd was acting as Guard's agent when it issued the Certificate of Insurance for the Kroger job. The Full Commission stressed that Central's "hands were clean" in

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The parties to the proceeding, including Central Masonry, are subject to and bound by the terms and provisions of the *South Carolina Workers' Compensation Act* (hereinafter *the Act*). This finding is based upon the stipulations and admissions of the parties, the testimony of Mr. Gallardo, and the APA submissions.
2. The Claimant met his burden of proving he was an employee of Central Masonry at the time of his injury, and not an independent contractor. Not only did Mr. Gallardo testify the Claimant was for all intents and purposes an employee (Tr. 50), the testimony of the Claimant and Mr. Gallardo establishes that Central Masonry had the right or exercise of control over the Claimant by directing the method and manner of the work he performed, by providing the equipment used by the Claimant on the job site, by paying the Claimant by the hour, as opposed to by the assignment or job, and by confirming it had the right to fire the Claimant. See *Shatto v. McLeod Reg'l Med. Ctr.*, 406 S.C. 470, ___, 753 S.E.2d 416, 419 (S.C., 2013) (citations omitted) ("Under settled law, the determination of whether a claimant is an employee or independent contractor focuses on the issue of control, specifically whether the purported employer had the right to control the claimant in the performance of his work. . . . [pursuant to] four factors which serve as a means of analyzing the work relationship as a whole: (1) direct evidence of the right or exercise of control; (2) furnishing of equipment; (3) method of payment; (4) right to fire.")
3. Central Masonry, according to the testimony of Mr. Gallardo and of the Claimant, summarized above, had four or more regularly employed employees at the Kroger job site on Clemson Road as of December 30, 2015.
4. The Claimant injured his right wrist while working at the Kroger job site on December 30, 2015. The Claimant described striking his right hand and wrist on a wall as the sledge hammer he was using slipped out of his hand, and

described shortly thereafter catching himself with his right hand while descending a scaffold. The medical records of Dr. Ugino, a licensed medical provider, indicate the Claimant's injury was work related. Based on the description of the injury and on the medical records it is apparent the Claimant suffered a compensable scaphoid fracture in his right wrist, during the course and scope of his employment with Central Masonry at the Kroger job site on December 30, 2015, within the meaning of S.C. Code Ann. § 42-1-160.

5. The Claimant, as documented in the medical records included in the APAs, received treatment from Providence Northeast, Midlands Orthopaedics and Providence Hospital for his work-related injury and is entitled to benefits to include payment of expenses associated with medical, surgical, hospital and other treatment at those facilities, of the scaphoid fracture in his right wrist, within the meaning of S.C. Code Ann. § 42-15-60.
6. The Claimant has an average weekly wage of four hundred (\$400.00) dollars a week, with a corresponding compensation rate of two hundred sixty-six and 68/100ths (\$266.68) dollars. There is not an established history of the Claimant's wages, as he worked such a short period of time before his injury. The few weeks that he worked were not full weeks. Nonetheless, the greater weight of the evidence in the record, including the pay records, and the testimony of the Claimant and of Mr. Gallardo detailed above, provides the Claimant was earning ten (\$10.00) dollars an hour and was to work forty hours per week, such that four hundred (\$400.00) dollars a week most nearly approximates the amount which the Claimant would be earning were it not for the injury, within the meaning of S.C. Code Ann. § 42-1-40. (Both the Claimant and the Employer testified that he was hired for full-time work and would have worked forty (40) hours, excluding weather and holiday. (Testimony of Mr. Gallardo at Tr. 50-51) There is no evidence of the number of holidays or weather days in the record to quantify or determine any effect to the Claimant's

wages.)

7. The Claimant is entitled to payment of temporary total payments for the period of December 30, 2015 through May 6, 2016, at which point he was released to work activities by Dr. Ugino. (Claimant's APA #20) This period translates to eighteen and two-sevenths ($18 \frac{2}{7}$ ths) weeks, or four thousand eight hundred seventy-six and $\frac{43}{100}$ ths dollars (\$4,876.43). There is a stipulated credit of six hundred dollars (\$600.00), however, pursuant to payments made by Central Masonry to the Claimant, such that the back due benefits owed are thereby reduced to four thousand two hundred seventy-six and $\frac{43}{100}$ ths dollars (\$4,276.43).
8. Based on the medical records, the testimony of the Claimant, and the undersigned's observation of the Claimant's right wrist and his range of motion in that wrist, it is apparent the Claimant has a residual specific disability equivalent to twenty-eight (28%) percent to his right arm, and as a result he is entitled to sixty-one and $\frac{6}{10}$ ths (61.6) weeks specific disability within the meaning of S.C. Code Ann. § 42-9-30(13), which translates to sixteen thousand four hundred twenty-seven and $\frac{49}{100}$ ths dollars (\$16,427.49).
9. There is no future medical treatment warranted, according to the 14B of Dr. Ugino, with the exception of any future repair, maintenance or replacement of the retained hardware in his wrist, pursuant to the March 24, 2016 surgery. (Claimant's APA #24a, 26) Moreover, hardware is to be maintained and replaced pursuant to *the Act* in accordance with S.C. Code Ann. § 42-15-60.
10. Central Masonry is responsible for the payment of these benefits.
11. It must then be determined whether Central Masonry has insurance through Amguard such that Amguard must provide payment on behalf of Central Masonry.
12. Lloyd is Central Masonry's insurance agent through which Central Masonry secured its workers' compensation insurance coverage.
13. Central Masonry's agent, Lloyd, obtained for Central Masonry a workers compensation and employers liability policy through a Georgia Assigned Risk

- Policy, the binder for which was issued on August 12, 2015. (Amguard APA #3). The policy was for the states of Georgia and North Carolina with an "Other States Endorsement" which will be discussed below.
14. Central Masonry began accepting jobs in South Carolina, including accepting a job for the Kroger job site on Clemson Road in Columbia, South Carolina.
 15. At the request of Central Masonry, Lloyd issued a certificate of liability insurance which showed workers' compensation coverage on August 18, 2015 for the South Carolina job site of Kroger at Clemson Road in Columbia, South Carolina. (Central Masonry APA #46). The parties stipulate that this certificate was tendered to Collins and Arnold, the general contractor.
 16. Mr. Gallardo and Ms. Sturkie both testified on behalf of Central Masonry that the company relied on Lloyd's representations that Central Masonry had workers' compensation insurance coverage in South Carolina. Central Masonry's argument extends further that, even if there was not coverage under the strict language of the policy, the conversation between Lloyd and Amguard establishes coverage and/or binds Amguard under principles of agency. (As summarized above, Amguard's position is that Lloyd was an agent of Central Masonry not Amguard.)
 17. Central Masonry could not reasonably rely on the issuance of the certificate of insurance in this matter. The certificate of insurance was issued on August 18, 2015 by an August 17, 2015 email at 5:08p.m. Central Masonry requests the specific certificates to be emailed directly to the general contractor and indicates that all certificates should include job addresses. (Collins and Arnold Exhibit D). However, Central Masonry is notified by Lloyd on August 19, 2015 at 8:51a.m. by email that the underwriter denied the waiver of subrogation on all South Carolina jobs. (Central Masonry APA #52-5).
 18. Lloyd issued the certificate of insurance without knowledge of a binder or endorsement by Amguard on August 18, 2015. The record is also devoid of any evidence of knowledge on the part of Lloyd at that time that Amguard could write

Carley: Okay. So--- Yeah. For our purposes on this policy, I'll add the waiver on behalf of the excluded officer only and then just note that he is overseeing the sub work which is all covered; they all have their own insurance.

Patrick: Okay. [Transcript of 9/2/2015 call p. 5 ll1-25- p. 6 ll. 1-2] (emphasis added).

Admittedly, this brief conversation, without further background and context, is somewhat cryptic, especially given the use of insurance terminology and the vernacular of everyday dealings between brokers and underwriters. Central never called Patrick, or any other representative of Lloyd, to clarify their understanding of this conversation.¹ The vagueness of this conversation simply underscores the point that there is no clear representation by Guard to cover South Carolina, much less any discernible intent to mislead Central, by and through its agent Lloyd. [See Commissioner's Order Finding of Fact # 21].^{pg. 43} As such, Central cannot establish a fundamental element of estoppel- a misleading or even erroneous representation. *See Pitts v. New York Life Ins. Co. supra*. The Full Commission's finding of fact # 5 is, therefore, erroneous.^{pg. 24}

Guard submits the opposite proposition- that Guard in fact determined S.C. coverage was not necessary and advised Lloyd accordingly- is a more reasonable interpretation of the 9/2/2015 call in light of other evidence in the Record. Specifically, e-mail correspondence between Patrick's superior at Lloyd, Jordan Dunn ("Dunn"), and defense counsel during discovery proves this point. [Guard APA p. 47-48]. In that email, Dunn reviewed the transactions on the policy at issue and prepared a timeline of events.^{pg. 262-263} First, Dunn recounts that on 8/19/2015, one day after Lloyd issued the Certificate Insurance purporting coverage in South Carolina, Lloyd advised Central that South Carolina could only be added to the policy if it could produce payroll for all jobs in South Carolina. Central then advised Lloyd that work in South Carolina was being performed by insured

¹ Ironically, Guard subpoenaed Dunn to testify at the Hearing before the Single Commissioner via a properly domesticated subpoena in Georgia but she failed to appear.

subcontractors, not employees. [Guard APA pp. 47-48]²⁰²⁻²⁰³. Dunn's acknowledgement here proves Lloyd fraudulently issued a certificate of insurance purporting that Central had coverage in South Carolina when it knew otherwise. It also supports the notion that Lloyd itself did not believe such coverage was necessary.

Second, regarding the 9/2/2015 call specifically, Dunn noted, "phone call between Guard and "the agent" [sic] SC was not added to this policy and will not be added." (emphasis added).

As such, Lloyd essentially admits that Guard never represented that South Carolina would be added to Central's coverage. Third, after being notified by Guard of Claimant's accident, Dunn noted that Central hired Claimant as an employee under the "belief" that South Carolina had been added to the coverage [APA p. 48]^{pg 203}. However, Dunn never attributes that belief to any representation from Guard. In fact, nothing changed between the 9/2/2015 call, where Dunn confirmed her understanding that Guard would not be adding South Carolina as a covered state, and her conversation with Guard claiming she thought South Carolina was added. [APA p. 48].^{pg 203}

Lloyd further confirmed its belief that Guard did not add South Carolina to the policy when Dunn emailed Central's representative on January 15, 2016. [Guard APA p. 155]^{pg 210}. In that email Dunn stated the following, "I *just* spoke with Guard regarding adding South Carolina to your policy. We were advised you were beginning a job in South Carolina and needed coverage. In order to add coverage, we need payroll and address for the job. We were advised on 8/19/2015 all of your jobs in South Carolina were performed by sub-contractors and there would be no payroll- **thus SC was not added to the policy.**" Dunn goes on to state "[p]lease provide payroll for SC so we can add the state." This email was prompted by an email from Tami Hoover with Guard dated the same date. Hoover's email advises Dunn that "SC was not added to this policy and will not be added. The agent confirmed on 9/2/2015, via phone conversation, that waivers should only be

- insurance for South Carolina. (It is noted in a later email that they learned that Amguard did not write insurance for Kentucky.) (Amguard APA #48)
19. Later, on August 19, 2015, the email chain between Lloyd and Central Masonry indicated the Lloyd representative was going to get South Carolina added for the payroll and wanted to know the address of the job; the response was a location in North Charleston. Later that day, the Lloyd representative stated that he "just requested SC be added to the WC, and that the waivers be processed. We should be all good at this point." (Central APA #52-5) These emails indicate a "request" and that it "should be all good," but does not indicate the coverage has been completed. Central Masonry could not reasonably rely on this conversation with Lloyd as proof they had coverage in South Carolina.
20. Jordan Dunn of Lloyd indicates in a May 5, 2016 email there was a phone call between Amguard and the agent on September 2, 2015, and that "SC was not added to this policy and will not be added," along with a discussion that no employees would be doing the work. (Amguard APA #47-48).
21. The telephone conversation of September 2, 2015, the transcript and recording of which was admitted after the November hearing, indicates South Carolina would be added, but then the conversation turns to whether there would actually be employees. The Lloyd representative ("Pat") indicates that Central Masonry will just be hiring subs with certificates. (Call Transcript p. 4). Later, the Lloyd representative states that Central Masonry did not even assume it had to add South Carolina, to which the Amguard representative ("Carley") responds, "probably in this case, I wouldn't if it's not our actual payroll." (Call Transcript p. 5). "Carley" again indicates at the end of the call that "they all have their own insurance." (Call Transcript p. 5-6). There is no agreement at the end of the call about the addition of South Carolina. The failure to have an understanding between Lloyd and Amguard as to whether South Carolina was to be added or not is further evidenced by the email of May 5, 2016 reciting the understanding of the phone call by Lloyd that "SC was not added to this policy and will not be

- added." (Amguard APA #47-48)
22. Lloyd never received a binder or endorsement adding South Carolina. As stated by Jordan Dunn of Lloyd, in her May 5, 2016 email summarizing a January 15, 2016 conversation with Amguard, and as is apparent from the record as a whole, there were no endorsements, increased premiums billed, or South Carolina waivers billed and mailed out on the policy for the state of South Carolina. Also, it was noted that a preliminary audit was completed in the beginning of October [2015] that did not have any South Carolina exposure/payroll added on it. (Amguard APA #152, #156).
23. The accident occurred on December 30, 2015.
24. Presumably upon being questioned about the coverage after the accident, Ms. Dunn of Lloyd emailed Central Masonry on January 15, 2016, indicating, "in order to add coverage, we need payroll and address for the job." Her email goes on to state, "We were advised on August 19, 2015, all of your jobs in South Carolina were performed by sub-contractors and there would be no payroll - thus SC was not added to the policy." Ms. Dunn then states Lloyd was advised by Amguard that an audit completed in October showed no payroll for South Carolina. Ms. Dunn then requested payroll for South Carolina so that they could add the state. (Amguard APA #155).
25. The preponderance of the evidence does not provide that Amguard contracted with Lloyd to insure Central Masonry for South Carolina during the correspondence and phone call with Lloyd.
26. The question then turns to whether Lloyd has the ability to bind Amguard.
27. The record, which includes copies of the binder and policy, establishes that the policy was obtained through the Assigned Risk Pool in Georgia, providing coverage for Georgia and North Carolina.
28. Central Masonry presented a certificate of insurance issued by Lloyd, which

- allegedly provided workers compensation coverage in South Carolina through an Amguard policy. The certificate of insurance was issued, however, without the knowledge of Amguard and does not provide a valid Amguard policy number. (It appears that Lloyd may have used the binder number to place on the certificate of insurance.) The certificate of insurance does not change the terms and conditions of the policy, and the policy is subject to all terms, conditions, limitations and exclusions regardless of the certificate of insurance. Moreover, the certificate of insurance contains a disclaimer which affirms it does not extend rights to the holder, extend coverage, or change terms of the policy. There were no endorsements, increased billing premiums or waivers on the policy for the state of South Carolina. In addition, the evidence does not establish Central Masonry ever submitted or disclosed its South Carolina payroll to Amguard.
29. The certificate of insurance, again, was produced by Lloyd without the knowledge or consent of Amguard.
30. The record establishes Lloyd was the agent of Central Masonry, acting as a broker for Central Masonry.
31. As a general rule, a broker acting for the insured has no authority to bind the insurer. *Holmes v. McKay*, 334 S.C. 433, 440, 513 S.E.2d 851, ____ (S.C. App. 1999); *Allstate Ins. Co. v. Smoak*, 182 S.E.2d 749, 754 (S.C. 1971). A broker is ordinarily employed by the individual seeking to purchase insurance, and should be distinguished from a typical insurance agent who is employed by an insurance company to solicit and write insurance for the company. *Allstate v. Smoak*. at. 754. Where one has no agency license with the insurer, and is requested by the insured to place the business, he is a broker. *Id.* at 754 (citing *Tri-City Transportation Co. v. Bituminous Casualty Corp.*, 311 Ill. App. 610, 37 N.E.2d 441 (1941)).
32. Lloyd had no authority to bind Amguard. Lloyd was the insurance broker hired by Central Masonry to procure and provide insurance from a selected carrier. Central Masonry had a policy with Amguard, procured by Lloyd, covering Central Masonry in the states of North Carolina and Georgia. The certificate of

insurance at issue here was produced by Lloyd without the knowledge or consent of Amguard. Although, the agent may have provided the certificate of insurance to the employer for the job, this does not establish coverage on behalf of Amguard, nor does it change the terms and conditions of the policy. Moreover, in this case, the agent is even further removed from Amguard because the policy at issue was an assigned risk policy. Lloyd applied for a policy with the National Council on Compensation Insurance, Inc. (hereinafter NCCI), as administrator of the Georgia assigned risk pool, on behalf of Central Masonry. (Amguard APA #3) NCCI then assigned Amguard to be the carrier and issued a policy for Central Masonry. The NCCI Notice to Central Masonry furthermore specifically provides a certificate of insurance may be issued only for operations in North Carolina and Georgia, and that the terms of the policy are unchanged and that the certificate holder may not be extended any greater rights than those extended to the insured. (Amguard APA #4-5)

33. Lloyd was necessarily not acting at the "instance or request" of Amguard when issuing the certificate of insurance, in direct conflict to the terms of coverage placed through the assigned risk plan, and did not have authority, actual or apparent, to contractually bind Amguard.
34. While a broker may be an agent of the insurer, the evidence in this matter does not provide that there was any agency relationship, actual or apparent, between Lloyd and Amguard.
35. The policy itself is also examined. The plain terms of the policy do not provide for coverage in South Carolina in this matter. The policy states it "applies to Workers' Compensation Law of the following states: Georgia, North Carolina." (Amguard APA #53) Nowhere in the policy do its terms provide for coverage in South Carolina. The policy does contain, however, an "Other States Insurance Endorsement," in which the Carrier agrees to pay benefits required by the workers' compensation laws of any other state if the following conditions were met: (a) the employee claiming benefits was either hired under a contract of

employment made in North Carolina or Georgia or was, at the time of injury, principally employed in either North Carolina or Georgia; (b) the employee is not claiming benefits in a state where, at the time of injury, (i) the insured has other workers' compensation insurance coverage, or (ii) the insured was, by virtue of the nature of its operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) the insured is an authorized self-insurer or participant in a self-insured group plan; and (c) the duration of the work being performed by the employee claiming benefits in the state is temporary. (Amguard APA #58) None of the conditions were met in this instance. The Claimant was not hired in North Carolina or Georgia. The Claimant was hired by Central Masonry in South Carolina and was principally employed in South Carolina as it is his state of residence, and the only state in which he worked for the company. Moreover, Central Masonry, as determined above, was subject to *the Act* and was required to have workers' compensation coverage for its employees in South Carolina. Finally, as also determined above, the Claimant was hired to be a regular full-time employee of Central Masonry. As a result, the conditions the "Other States Endorsement" have not been met in this claim and coverage would not extend through that endorsement.

36. Absent ambiguous policy language, which is not the case here, the language of the policy itself, not the certificate of insurance, is examined to determine the obligations of the insurer. See *Yarborough v. Phoenix Mut. Life Ins. Co.*, 266 S.C. 584, 591, 225 S.E.2d 344, 348 (1976). Because no ambiguity in the policy language exists, the certificate of insurance has no bearing on the effect of the policy and cannot be used to create coverage in South Carolina.
37. In this case, the plain language of the policy states coverage applies in Georgia, North Carolina, and other states if certain conditions are first satisfied. Although the certificate of insurance appears to provide coverage through an Amguard policy in South Carolina, this has no bearing on the language of the policy itself. The policy is subject to all terms, conditions, limitations and exclusions regardless of the certificate of insurance. There were no endorsements, increased billing premiums or waivers on the policy for the state of South

Carolina. The certificate of insurance also specifically provides that only an endorsement can make a certificate holder an additional insured. (Amguard APA #1). In this case there was never any request for such an endorsement. Furthermore, the policy number listed on the certificate of insurance is not an Amguard policy number.

38. Amguard is not a responsible party and should be dismissed from the action.
39. It was stipulated at the beginning of the hearing that Collins and Arnold was the general contractor of the project, and that it contracted with Central Masonry to provide services at the Kroger site on Clemson Road, in Columbia, South Carolina.
40. As it is the upstream employer, Collins and Arnold is responsible for the payments to the Claimant pursuant to S.C. Code Ann. §42-1-410.
41. *The Act* provides further, however, that if a subcontractor represents himself "to a higher tier subcontractor, contractor, or project owner has having workers' compensation insurance at the time the contractor or subcontractor was engaged to perform work," upon submission of documentation to the Commission, "the higher tier subcontractor, contractor, or project owner must be relieved of any and all liability under [the Act] except as specifically provided in [Section 42-1-415]." S.C. Code Ann. §42-1-415(A). An acceptable form of documentation is an ACORD Form 25-S, Certificate of Insurance. S.C. Code Regs. §67-415(A)(2).
42. It was stipulated and clear from the testimony and the record as a whole that a certificate of insurance was tendered on behalf of Central Masonry to Collins and Arnold.
43. The certificate of insurance is in the record in various places, including Collins and Arnold's Exhibit D and Central Masonry's APA #46. It is on an ACORD Form 25-S.
44. S.C. Code Ann. §42-1-415(B) provides that to qualify for reimbursement, the contractor must collect documentation on a standard form acceptable to the Commission. S.C. Code Reg. §67-415 provides certain documents which are acceptable for purposes of S.C. Code Ann. §42-1-415.

45. Central Masonry's principal place of business is Georgia, and it does not have an office in South Carolina, as testified to by Mr. Gallardo. It is therefore an out-of-state employer for purposes of S.C. Code Reg. §67-415(2).
46. Regulation 67-415(2) provides that for an out-of-state employer the ACORD 25-S is acceptable, provided the authorized representative of the insurance carrier for the insured affirms in an accompanying statement: "South Carolina is a named state in section 3A or 3C of the declaration page of the insured's policy."
47. Although the SCUEF maintains the request fails pursuant to S.C. Code Reg. §67-415, this regulation provides documents which are acceptable, but does not indicate that it is an exclusive list of documents the Commission may find acceptable. The Form in the case at bar does not contain the language cited in S.C. Code Reg. §67-415(2). However, the second page contains the "Job" and it is for "Clemson Road" in "Columbia, S.C." The recipient, Collins and Arnold, should be able to rely on issuance of a certificate of insurance which indicates there is workers' compensation insurance for Central Masonry and lists the job location as South Carolina. The logical conclusion from a review of the certificate of insurance is that Central Masonry had workers' compensation coverage for South Carolina.
48. Central Masonry presented a certificate of insurance to Collins and Arnold documenting the company's insurance coverage at the time it was engaged to perform the work for the project in Richland County. The certificate of insurance was issued by an authorized representative of the carrier and included a date and signature. Further, the certificate included a description of the job location for which the assurance of coverage was being provided – Kroger GA-678, Clemson Road, Columbia SC. (Collins and Arnold Exh. D p. 5-6) The logical conclusion from a review of the certificate of insurance is that Central Masonry had workers' compensation coverage for South Carolina. Accordingly, the requirements of S.C. Code Ann. §42-1-415 were met.
49. Collins and Arnold and its carrier, Old Republic, should be dismissed from the action.

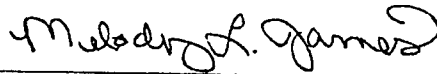
50. The responsibility for the payment of the award is therefore with the Employer, Central Masonry, and the SCUEF.
51. On the date of this accident, Central Masonry was subject to *the Act*, but was operating without insurance and as an unqualified self-insured employer. If Central Masonry does not pay or provide the benefits provided herein when the benefits become due pursuant to the provisions of this Order, the SCUEF shall provide the benefits to the Claimant. The SCUEF shall retain all rights of recovery against Central Masonry as provided under S.C. Code Ann. §42-7-200.
52. The Claimant has petitioned for a division of responsibility of the award should the parties continue to disagree as to which party is responsible for this claim. There were genuine issues of fact as to at least one or more of the requirements of S.C. Code Ann. §42-9-430, including the issue of average weekly wage. As such, the undersigned could not grant the motion. Should the underlying requirements of section 42-9-430 not be appealed, however - that is to say any appeal does not include an appeal of the findings regarding the Claimant's employment, average weekly wage, the occurrence of an injury, the extent of the injury, or the fact that the injury arose out of and in the course of the employment - it would then be appropriate to require the Defendants to equally share in the responsibility of payment of the benefits, pursuant to section 42-9-430, should issues of coverage be appealed. Accordingly, the Claimant may renew the motion should there be an appeal of the coverage issue(s).
53. The SCUEF shall assume responsibility for this claim within thirty days of this determination of responsibility, in accordance with S.C. Code Ann. §42-1-415(A).

ORDER

IT IS ORDERED, ADJUDGED, AND DECREED that Central Masonry shall pay to the Claimant all benefits due pursuant to the above findings, including but not limited to back due benefits of four thousand two hundred seventy-six and 43/100ths dollars (\$4,276.43), plus specific disability benefits of sixteen thousand four hundred twenty-seven and 49/100ths dollars (\$16,427.49), plus medical and other benefits in

accordance with the above finding and conclusions. If this order is not appealed, and Central Masonry fails to pay the benefits due within thirty days of this determination of responsibility, pursuant to S.C. Code Ann §42-1-415(A) the SCUEF shall assume responsibility for the benefits, while retaining all rights of recovery against Central Masonry.

No hearing costs or penalties are assessed against any party.



Commissioner Melody L. James

CERTIFICATE OF SERVICE

This is to certify the undersigned has this date served this order in the above entitled action upon all parties to this cause by sending an electronic copy hereof by electronic mail addressed to the attorney or attorneys for said parties or by depositing a copy hereof, postage paid, in the United States certified mail addressed to any unrepresented party.

June 20, 2017

By: Tamara Morris, Administrative Assistant to Commissioner James

STATE OF SOUTH CAROLINA
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC No. 1521141

Calvin Felder,)
)
Claimant,)
)
v.)
)
Central Masonry, Inc.,)
)
Employer,)
)
and)
)
Amguard and/or the South)
Carolina Uninsured)
Employer Fund,)
)
Carrier/Defendants.)
-----)

COPY

FULL COMMISSION HEARING

Monday, September 18, 2017
3:28 p.m. - 3:57 p.m.

The Full Commission Hearing was heard before Commissioners Gene McCaskill, Chairman, Mike Campbell and Avery Wilkerson, at the Workers' Compensation Commission, 1333 Main Street, Suite 500, Columbia, South Carolina, on the 18th day of September, 2017, before Amanda Creel Godfrey, Court Reporter and Notary Public in and for the State of South Carolina.



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Also Present:

Sandra Sturkey, Central Masonry, Inc.



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REPLY:

MR. HENDRIX 25

Certificate 31

EXHIBITS

(There were no exhibits marked during the hearing.)

STIPULATIONS

It is stipulated and agreed that this deposition is being taken pursuant to the Administrative Procedures Act and the South Carolina Rules of Civil Procedure.



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1 COMMISSIONER McCASKILL: All right, Madam Court
2 Reporter, call the case.

3 CALL TO ORDER:

4 COURT REPORTER: Today is September 18th, 2017.
5 This is South Carolina Workers' Compensation
6 Case Number 1521141. The case of Calvin
7 Felder, Claimant versus Central Masonry,
8 Employer and Amguard and/or South Carolina
9 Uninsured Employer Fund, Carriers. The
10 Appellant in the -- is the Employer,
11 represented by Jonathan Hendrix?

12 MR. HENDRIX: Correct.

13 COURT REPORTER: And the Respondents are: Amgaurd,
14 represented by George Gallagher; South Carolina
15 Uninsured Employer's Fund, represented by Lisa
16 Glover; and the Claimant, represented by Paula
17 Amick. Each side is allowed ten minutes for
18 oral argument and the Appellant three minutes
19 in reply. You are requested to argue the
20 grounds of exception and stay within the
21 record.

22 COMMISSIONER McCASKILL: All right. We had a
23 conversation prior to going on the record. Mr.
24 Hendrix, of course you are representing the
25 appellant, we'll give you your ten minutes and



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1 your three minutes in reply. After we hear
2 from you, no one else filed a brief in this
3 matter, but I don't -- do want to hear
4 positions from the other parties, and they're
5 all represented here today. So, Mr. Hendrix,
6 we'll hear from you and then we'll hear from
7 them and then you'll get your three minutes in
8 reply. That sound good?

9 **MR. HENDRIX:** Okay. So, I'm starting my ten
10 minutes, I want to make sure.

11 **COMMISSIONER McCASKILL:** Yes.

12 **MR. HENDRIX:** Okay.

13 **COMMISSIONER McCASKILL:** Yes.

14 **MR. HENDRIX:** Yes, sir.

15 **COMMISSIONER McCASKILL:** We're gonna give you your
16 standard ten minutes.

17 **MR. HENDRIX:** Standard ten minutes.

18 **COMMISSIONER McCASKILL:** We'll hear from them, since
19 no one filed a brief, to give us their
20 position. I don't know that they really are
21 entitled to a full argument here ---

22 **MR. HENDRIX:** Right.

23 **COMMISSIONER McCASKILL:** --- but I think just for
24 the completeness of the record, and then we'll
25 give you your three minutes in reply.



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1 MR. HENDRIX: Right. Are we ready to start?

2 COMMISSIONER McCASKILL: Yes, sir.

3 ARGUMENT BY MR. HENDRIX:

4 MR. HENDRIX: I represent Central Masonry, as you
5 already heard. And this is Ms. Sandra Sturkey,
6 who's sitting in from Central Masonry today.
7 This appeal involves who oughta have to pay the
8 award to Ms. Amick's client because nobody has
9 appealed anything about that issue. It's a
10 compensable case, that's it. Our position is,
11 Central Masonry's position is, that is should
12 be Amguard that has to pay, not us or not the
13 Uninsured Employer's Fund because Central
14 Masonry who is owned, by the way, by a
15 gentleman by the name of Max B. Gallardo and
16 it's a cor- -- it's a masonry company who's out
17 of Georgia. They had the opportunity to do
18 some work in South Carolina and so they
19 contacted the agent, Lloyd Pro Group, and said,
20 we're gonna be doing jobs in South Carolina.
21 We've got to have workers' comp because the
22 general contractor won't let us come do the
23 work until we show him that we've got that. He
24 said, okay, we'll do that. Supposedly it was
25 taken care of, a certificate of insurance,



1 including workers' comp and liability and that
2 sort of thing was issued, and Ms. Sturkey is in
3 charge of getting all of that. They got that,
4 they provided that to Collins and Arnold
5 Construction Company and they went to work.
6 Unbeknownst to anybody with Central Masonry,
7 there was apparently some back and forth, at
8 least by phone call, around September the 5th,
9 all of this took place around mid August of
10 2015. And the only reason I'm stressing 2015,
11 it becomes important later, what happened in
12 the fall of 2015, namely the 1,000 year flood.
13 But anyhow, the Central Masonry folks,
14 specifically Ms. Sturkey was asked by the agent
15 at one point, they want to know if you're gonna
16 have any payroll in South Carolina. And they
17 said, well the plan is, there's a job in
18 Charleston, we're gonna have approximately
19 \$10,200 in payroll. Now, realize, this isn't
20 after the job's done, this is a guestimate
21 beforehand. This is customary, they come
22 through, they meaning the comp carrier comes
23 through and does an audit after a period of
24 time and if it was more you pay more premiums.
25 Supposedly if it's less you get a refund. But

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1 anyhow, they said it's supposed to be \$10,200
2 on the job in Charleston. They have two other
3 jobs, one a twister job that involves some sort
4 of store, and I didn't get -- we've never
5 gotten into the details of that. It's not
6 really relevant except to say that it was
7 supposed to be only contract employees with a
8 contractors that Central Masonry subbed out the
9 work to, and there was also a Kroger job over
10 in Northeast Columbia that was also supposed to
11 be contract labor, not direct employees of
12 Central Masonry. Well, as I said, this was the
13 fall of 2000 -- by now of 2015 when the 1,000
14 year flood hit. And, of course, that affected
15 construction. Construction work got behind.
16 Central Masonry had to unexpectedly use
17 employees of their own to try to catch the jobs
18 up, on specifically the Kroger job because the
19 twister job, amazingly, they got through that
20 and did not use anything but contract
21 employees. When I say contract employees, they
22 had another subcontractor that did the work
23 under them, but on the Kroger job, they had to
24 use some of their own employees. Mr. Calvin
25 Felder was one of those employees. Now this --



1. he got injured at the very last part of 2015.
2. The request for insurance and the certificate
3. of coverage had been issued in August. Fast
4. forward to the very last part of 2015, Mr.
5. Felder gets injured. They report the claim,
6. they meaning Central Masonry reports the claim.
7. The first one they reported, the Lloyd Pro
8. Group said, oh, you're covered, no problem.
9. The next day they get a call back, wait a
10. minute, there's a problem. It turns out, and
11. we did not know this, that there's a phone call
12. that I would ask you to listen to. There's a
13. transcript in there, but I do think you gain
14. something by listening ---

15. **COMMISSIONER WILKERSON:** Did the initial certificate,
16. how long did it cover your client?

17. **MR. HENDRIX:** It covered it through the date of the
18. accident.

19. **COMMISSIONER WILKERSON:** So it wasn't another policy
20. that came in effect ---

21. **MR. HENDRIX:** Well ---

22. **COMMISSIONER WILKERSON:** --- before the accident?

23. **MR. HENDRIX:** --- it was issued by the agent and the
24. agent said, these people have this kind of
25. coverage and gave what it was, who they're



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1 covered by for this period of time, which
2 would've included -- there has not been an
3 issue raised that the time wasn't right on the
4 coverage. What happened was, between Amguard
5 and the agency, the coverage was apparently
6 never issued at all even though there was
7 clearly gonna be some coverage, I mean payroll
8 used, payroll employees of Central Masonry used
9 in South Carolina. Once the accident took
10 place and they found this out, this sort of
11 started the ball rolling. Ms. Amick
12 represented the claimant, filed for a hearing,
13 they went to the hearing, and I don't know that
14 you need to know this, but Mr. Max Gallardo
15 showed up and said, but I had this certificate
16 of coverage. The Commissioner put a stop to it
17 and told him to go get a lawyer. He eventually
18 ended up with me and we had the hearing.
19 Commissioner Melody James heard this and she
20 found that there was no coverage and that the
21 uninsured employer's fund and my client should
22 have to pay this. Nobody has testified, in
23 fact, I think it's much tacitly agreed by
24 George in his brief that Central Masonry and
25 Mr. Gallardo, they didn't do anything wrong.

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1 It's not like they were trying to pull
2 something on somebody. They got something that
3 they relied on and they did rely on it and
4 they've been harmed as a result. One of the
5 important things here is that the Amguard
6 insurance policy, which I think that George and
7 those issued -- made a part of the exhibits in
8 here in the APAs and we've referred to it in
9 the brief, has a section that talks about
10 Certificates of Insurance. And it says -- and
11 it does not say, well, as a last resort you can
12 go to the agent. What it says is, if you need
13 certificates of insurance, you can get them
14 from the agent or you can contact us directly,
15 but the first choice they give is going to the
16 agent which is what Central Masonry did, and
17 relied on that as being proof that in fact they
18 were covered in South Carolina by workman's
19 comp. Now, I was talking about the phone call.
20 Around September -- I think that George, in his
21 brief, referred to it as September the 2nd. I
22 was told that the date of the conversation,
23 phone conversation was September the 5th, we're
24 all talking about the same conversation. We're
25 not talking about two separate ones. That's

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1 the one I would ask you to listen to. On one
2 of the very first pages of that, and I don't
3 know that that was part of the APAs because we
4 didn't discover that until after both hearings
5 had taken place in this case.

6 **COMMISSIONER WILKERSON:** It was part of the hearing?

7 **MR. HENDRIX:** It would not be a part of the APAs, it
8 was admitted after the fact upon motion of me
9 and Randy Hedlund. It was admitted into
10 evidence after the fact. There is a recording,
11 should be, with the Commission, and a
12 transcript. I would ask you, maybe listen to
13 the recording in case you get anything extra
14 out of the inflection or anything there. But
15 in that, the guard, Amguard representative
16 starts out by saying, well, we're adding South
17 Carolina to the policy. There was discussion
18 about contract employees being used later on in
19 the conversation and she opined that she might
20 not do that. But there was never any clear
21 statement that we're not adding South Carolina
22 to his workers' comp policy. They had provided
23 -- Amguard provided his coverage for Georgia
24 and for North Carolina. He went to the same
25 agent, was told by the agent, you're got



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1 coverage here and believed that he had. The
2 Amguard agent Carly, who's in the conversation,
3 said, first thing, one of the first things out
4 of the box, I'm adding South Carolina, we're
5 adding South Carolina to the policy. They
6 never did. Why, we don't really know. I think
7 George's argument goes on agency and brokers
8 and all this complex stuff, but you know what,
9 masonry folks don't know anything about that.
10 They go on what's customary in the business and
11 that's that you contact your agent, you tell
12 him the coverage you need and he gives it to
13 you. They, Amguard, we believe, absolutely
14 should be found to be responsible for this
15 injury. If the mistake was made, we believe
16 that it was made by Amguard because it was
17 represented to the agent, and we didn't know
18 this, but it was represented to the agent in
19 September, we're gonna add South Carolina to
20 the policy. Once Mr. Felder is injured, South
21 Carolina's never been added to the policy.

22 **COMMISSIONER WILKERSON:** Does the agent have any
23 authority to speak on behalf of the carrier?

24 **MR. HENDRIX:** That is what his argument is. He
25 argues that he was a broker and therefore it



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1 was our representative -- he was a
2 representative of Central Masonry. But what we
3 are arguing against that is, number one, is
4 equitable principle such as estoppel to deny
5 coverage, it doesn't matter that. If you're
6 led to believe something that you later -- that
7 they say later is not true, if they -- if we've
8 been misled, you can still find coverage. And
9 number two is, in the policy of insurance that
10 applies in North Carolina and Georgia, it says,
11 if you need certificates of insurance get them
12 from the -- you can get them from your agent or
13 the agent, however it's worded. And that's
14 what they did. So how can they complain now
15 that well, we want to get hyper-technical and
16 say that the -- this is a broker and this is
17 all different and you didn't have a right to
18 rely on that. And that's not what they said in
19 their policy, that's not what Amguard said in
20 the policy and that's not the way business is
21 done by Central Masonry and folks like that.
22 I'm seeing you doing that. Am I -- is my time
23 up?

24 **COMMISSIONER McCASKILL:** Your time is expired.
25 You've got three minutes in reply.



1 MR. HENDRIX: Thank you.

2 COMMISSIONER McCASKILL: All right. Just for
3 purposes of completeness of the record, Ms.
4 Amick, I would assume your position here is
5 that your client just wants to be paid for the
6 order?

7 MS. AMICK: And my client, in fact, Your Honor, has
8 been paid partially with direct 30 and we have
9 no -- since none of the issues of
10 compensability are before the Commission, we
11 have no position on coverage.

12 COMMISSIONER McCASKILL: All right. Mr. Gallagher?

13 MR. GALLAGHER: Yes, ma'am. Did you -- or sir. Did
14 you want to hear from Ms. Glover?

15 COMMISSIONER McCASKILL: Ms. Glover?

16 MS. GLOVER: In regards to the Fund, Commissioners,
17 we would concur with evidence from Mr. Hendrix
18 and Central Masonry.

19 COMMISSIONER McCASKILL: Very good. All right,
20 thank you so much. Now, Mr. Gallagher.

21 MR. GALLAGHER: Thank you, Commissioner.

22 ARGUMENT BY MR. GALLAGHER:

23 MR. GALLAGHER: I'm gonna pick up kind of where Mr.
24 Hendrix left off in talking about estoppel.
25 Mr. Hendrix cites in his briefs, correctly



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1 cites the law of estoppel as it pertains to
2 extending coverage. Of course, you can't
3 create coverage by estoppel but coverage can be
4 extended in an existing policy by estoppel.
5 And one of the elements of estoppel that Mr.
6 Hendrix correctly cites in his brief is that
7 the representation has to be made by the party
8 seeking to be estopped. So it is very
9 critical, contrary to what Mr. Hendrix said, is
10 that the representation upon which the party
11 asserting estoppel, in this case Central, is
12 relying, be made by a representative of the
13 insurance company. And, Commissioner
14 Wilkerson, you hit the nail on the head, sir,
15 when you asked whether or not Lloyd Pro Group
16 had the authority to bind guard. And the
17 answer to that is clearly no. And, in fact,
18 Mr. Hendrix doesn't even really argue
19 otherwise. He's arguing essentially my client
20 didn't do anything wrong, they did what they
21 were supposed to do. I don't disagree with
22 that one bit, but his ire for his client's
23 predicament doesn't need to be concentrated on
24 my client, he needs to look at Lloyd Pro Group.
25 And I think he has a very good errors and

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1 omissions claim against this broker. Let me go
2 back a little bit about the sequence of events.
3 And Mr. Hendrix may be right. I assume -- I
4 thought that conversation was September 2nd, he
5 said it was September 5th, I don't know if it
6 was ever ---

7 **MR. HENDRIX:** It's all the same one.

8 **MR. GALLAGHER:** It's all the same, he's correct.

9 **COMMISSIONER McCASKILL:** As long as y'all agree,
10 that's all we need.

11 **MR. GALLAGHER:** It's all there. And I would -- we
12 handed up a transcript. I have an extra copy
13 of that if y'all need it. Maybe if y'all don't
14 have it in your stuff. I know Commissioner
15 James reviewed it. Let me go back to that real
16 quick. Y'all read Commissioner James' Order,
17 that was an incredibly thorough Order. I did
18 not prepare that Order, Commissioner James read
19 this record and did an outstanding, well
20 reasoned job of explaining our position maybe
21 better than I can do, frankly, but let me go
22 back a second about the sequence of events.
23 This certificate of insurance at issue, the
24 certificate of insurance that was issued by
25 Lloyd Pro Group on behalf of Central was issued



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1 on August 18th, 2015. There was an email
2 conversation between Patrick, who was a
3 representative of Lloyd Pro Group and Ms.
4 Sturkey the day after saying we should all be
5 good at this point, referring to coverage in
6 South Carolina. That's located at APA page 52
7 through 55. Ms. Sturkey clearly relied upon
8 that, I don't dispute that. The call that's at
9 issue here occurred after that, either on
10 September 2nd or September 5th, 2015. The
11 substance of that call, if you go back and you
12 read the transcript or, as Mr. Hendrix urged
13 you to do, listen to the conversation, there is
14 nothing clear about that call, it is equivocal
15 at best. I initially raised an objection
16 because it was not clear on it's face one way
17 or the other. I initially raised an objection
18 about you can't -- you can't consider this in
19 a vacuum, you would need some sort of context.
20 I ultimately withdrew that objection and said,
21 based on a belief that I didn't think it proved
22 anything I withdrew my objection to it's
23 admission after the fact, but Mr. Hendrix kind
24 of takes one snippet from the conversation
25 where Carly, the representative, the

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1 underwriter from guard says, we're gonna add
2 South Carolina. Later on in that conversation
3 she makes it very clear that that's unnecessary
4 because Central wasn't claiming any payroll.
5 On page five of the transcript Carly said,
6 okay, yeah. Probably in this case I wouldn't,
7 if it's not our actual payroll. Again, there
8 is clear -- there is no clear meeting of the
9 minds, there's no clear manifestation of an
10 intent to offer to cover South Carolina and
11 there's no clear meeting of the minds, which is
12 a fundamental requirement of the formation of
13 a contract if you read this conversation. So
14 our first argument, Commissioners, would be,
15 first of all, this conversation does not -- is
16 not clear -- clearly support what Mr. Hendrix
17 says it supports, just as a matter of fact. As
18 a matter of law, our position is, this doesn't
19 create a contract. There's no meeting of the
20 minds. Case law clearly establishes that with
21 regard to formation of insurance contracts,
22 which an insurance policy is a contract. With
23 regard to that, as Central terms that must be
24 -- must be addressed, it must be a meeting of
25 the minds upon is the scope of the risk that's

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1 being undertaken and the payment of premium.
2 There has to be an agreement on that before
3 there can be a valid enforceable contract of
4 insurance. That did not take place in this
5 conversation.

6 **COMMISSIONER WILKERSON:** So, has the contract been
7 audited? Has the contract been audited?

8 **MR. GALLAGHER:** No, sir. I mean, I think that kind
9 of leads into that -- I think your question may
10 segue into my next point which is that -- and
11 let me back up again. And Commissioner
12 Wilkerson, I know you're, being a former agent,
13 probably have greater familiarity with these
14 than ---

15 **COMMISSIONER WILKERSON:** Only 28 and a half years.

16 **MR. GALLAGHER:** There you go. This is -- another
17 thing, this is an assigned risk policy, sir.
18 This is an assigned risk policy. This is a
19 Georgia employer that couldn't get insurance on
20 the open market. They go to Lloyd Pro Group as
21 their agent and says we need insurance, find us
22 insurance. Lloyd Pro Group, on behalf of
23 Central, files an application with NCCI and
24 this risk is placed with Guard by operation of
25 law under the assigned risk plan under the laws



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1 of Georgia. That shows you there's an even
2 further attenuation in any kind of alleged
3 agency between Guard and Lloyd. Circling back
4 around as to why Lloyd is not Guard's agent.
5 There is a statute, there's all kinds of --
6 first of all, there's all kinds of law out
7 there that distinguishes between agents and
8 brokers. Brokers work on behalf of insureds.
9 Insureds go -- professional insureds go to
10 brokers and say find me insurance. Broker
11 finds insurance and places it. There is a
12 statute that says that a broker can be a
13 statutory agent. And there is a statute that
14 -- there's a list of things that if a broker
15 does, he creates a statutory agency. However,
16 the law also makes clear that that doesn't
17 create an unlimited or general agency. There
18 still has to be some evidence that a purported
19 agent acted on behalf of the insurer or at the
20 instance or request is what the case law says.
21 In this case, there's no evidence that Lloyd
22 Pro Group, in representing to Ms. Sturkey that
23 she was covered, was acting at the instance or
24 request of guard. One of the things that is
25 very interesting about this conversation

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1 between Patrick on behalf of Guard and Carley
2 on -- or excuse me, Patrick on behalf of Lloyd
3 and Carley is that -- is that Patrick's boss,
4 Jordon Dunn, in a series of email conversation
5 with my partner who was handling this case
6 previously, this was kind of during discovery,
7 there was an email conversation in May of 2016
8 between Mr. Stubley and Jordan Dunn, Patrick's
9 supervisor. This is APA 47 and 48. Jordan
10 Dunn actually represents in that email and
11 acknowledges that guard never, never added the
12 policy, the South -- or excuse me, never added
13 South Carolina to the policy. So, their
14 reliance is purportedly on a conversation
15 between an employee -- two employees. An
16 employee of Lloyd and an employee of guard.
17 And yet the supervisor, after the fact says her
18 understanding was that conversation did not not
19 add South Carolina. That's in APA's page 47,
20 48. That's in our submissions. Again, the
21 issuance of a certificate of insurance does not
22 create coverage. The certificate on it's face
23 clearly states this isn't a policy of
24 insurance. Nothing in this certificate confers
25 any coverage or covers any liabilities or

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1 anything beyond what the policy language
2 confers. So the certificate of insurance is
3 almost a red herring to a large extent. The
4 certificate of insurance was issued before
5 anything that they're alleging they relied upon
6 that Lloyd Group said or did. In other words,
7 Lloyd Pro Group issued this certificate of
8 insurance on August 18th. Anything that they
9 allege or they relied upon that Lloyd did
10 occurred after that. So, I think the
11 certificate of insurance itself is kind of red
12 herring in this case as it relates to this
13 particular issue. Really, what you've gotta
14 look at is the conversation, and you've gotta
15 look at the email correspondence between Jordan
16 Dunn and Steve Stublely. And again, I'm just
17 gonna point, real quickly, I'm gonna read what
18 she said. She prepared a timeline of events.
19 August 19th, advised insured that guard denied
20 adding South Carolina in South Carolina as
21 South Carolina was not on the policy. This was
22 on August 19th. Later ---

23 COMMISSIONER WILKERSON: --- again?

24 MR. GALLAGHER: I'm sorry?

25 COMMISSIONER WILKERSON: Of '15?



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1 MR. GALLAGHER: Pardon?

2 COMMISSIONER WILKERSON: August the ---

3 MR. GALLAGHER: August the 19th.

4 COMMISSIONER WILKERSON: Of 19 ---

5 MR. GALLAGHER: Of 2015.

6 COMMISSIONER WILKERSON: Okay. That's ---

7 MR. GALLAGHER: The day after the certificate was
8 issued.

9 COMMISSIONER WILKERSON: Okay. I just wanted to
10 make sure.

11 MR. GALLAGHER: May I finish this ---

12 COMMISSIONER McCASKILL: Yeah, go ahead.

13 COMMISSIONER WILKERSON: Of course, I'm sorry.

14 MR. GALLAGHER: And then later that day, Jordan Dunn
15 said, we received notice from the insured that
16 all work in South Carolina is being performed
17 by subcontractors. All jobs will have a
18 subcontractor and they will have a COI for
19 those jobs. South -- a phone call between
20 guard and the agent, South Carolina was not
21 added to this policy and will not be added.
22 So, again, just to wrap up, and I'm gonna sit
23 down. I think they did everything right. I
24 think they have a legitimate beef. The problem
25 is their beef is not with me, their beef is



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1 with Lloyd Pro Group and I think their remedy
2 is to file an E&O claim. Thank you very much.

3 **COMMISSIONER McCASKILL:** Thank you. All right, Mr.
4 Hendrix. I will give you an extra minute in
5 reply, so you have four minutes.

6 **MR. HENDRIX:** Thank you.

7 **REPLY BY MR. HENDRIX:**

8 **MR. HENDRIX:** In short, there was a representation
9 by Amguard that there was going to be coverage.
10 And I go back to the phone conversation and
11 Carly says, I was just following up on this and
12 I'm looking at the forms. Now, I'm going to
13 add South Carolina to this policy. So, we're
14 adding a single waiver for both states,
15 correct? And Pat says, right. Well, that
16 sounds like a meeting of the minds to me. And
17 you see, he wants to say about this Jordan Dunn
18 saying, oh, there was not going to be any
19 payroll.

20 **COMMISSIONER WILKERSON:** Let me ask you a question.
21 Does the agent or broker have the authority on
22 an assigned risk plan to add anybody without
23 the representation of the carrier?

24 **MR. HENDRIX:** The representation of the carrier, the
25 answer is, I don't think it matters in this



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1 particular circumstance because the -- a, the
2 representative of the company said, so I'm
3 adding South Carolina. And ---

4 **COMMISSIONER WILKERSON:** The representative of the
5 company is the broker, right?

6 **MR. HENDRIX:** I'm sorry?

7 **COMMISSIONER WILKERSON:** The representative of the
8 company is the broker, wouldn't you say, of the
9 company?

10 **MR. HENDRIX:** The insurance company and the phone
11 call we're talking about was represented by
12 Carly who said, now I'm adding South Carolina
13 to the policy.

14 **COMMISSIONER WILKERSON:** Okay. That's the word. I
15 didn't catch that, okay.

16 **MR. HENDRIX:** Amguard's representative said, we're
17 adding South Carolina to the policy. And the
18 very next thing they said after Patrick said
19 right is, okay. So what payroll -- and this is
20 Carly, the Amguard representative speaking,
21 what payroll should be allocated for each state
22 because it looks like I have a \$10,000 ...
23 \$10,200 figure on the form, and that's what you
24 said should be on the entire policy for South
25 Carolina only. So I'm not sure what the



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1 Georgia payroll would be. So, to say that they
2 weren't aware that -- Amguard wasn't aware that
3 there was going to be some payroll in South
4 Carolina, which there was, is just wrong and
5 false. Jordan Dunn is wrong. She was not the
6 one that had the conversation. Carly
7 acknowledged that they knew there was going to
8 be at least 10,200 and that's exactly what the
9 audit it for because at some point in time
10 things might change, like the 1,000 year flood
11 that back in August or September nobody knew
12 was coming.

13 **COMMISSIONER WILKERSON:** So has your client been
14 audited?

15 **MR. HENDRIX:** I'm sure they have been audited.
16 Whether or not it was for this period, or
17 anything was added, but I'm -- they are
18 periodically audited.

19 **COMMISSIONER WILKERSON:** --- '15-16 policy they've
20 had to be on it ---

21 **MR. HENDRIX:** I'm sure that ---

22 **COMMISSIONER WILKERSON:** It's now '17.

23 **MR. HENDRIX:** The answer is I'm sure that they were
24 audited.

25 **COMMISSIONER WILKERSON:** We don't know what the



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1 payroll had picked up for South Carolina ---

2 MR. HENDRIX: We don't know what payroll ---

3 COMMISSIONER WILKERSON: --- or who they picked up
4 for South Carolina?

5 MR. HENDRIX: Well, I think they wanted -- I don't
6 think they denied -- they saw anything for ---

7 COMMISSIONER WILKERSON: Well, they denied -- since
8 it was denied, they didn't pick up ---

9 MR. HENDRIX: They denied because otherwise that
10 might cut their throat.

11 COMMISSIONER WILKERSON: That's why it's important.

12 MR. HENDRIX: And so they, you know, they don't care
13 what the payroll was for South Carolina. Their
14 position is they didn't have coverage for South
15 Carolina and did not -- they're gonna stick to
16 that. Basically if you again go back, and if
17 Lloyd Pro Group is the agent of Central
18 Masonry, when Carly said all of this to the
19 agency, that's just as good as representing it
20 to Central Masonry. If they said it to Lloyd
21 Pro Group, that's absolutely as much of a
22 representation as it would be if they said it
23 to Ms. Sturkey or Mr. Gallardo. They made the
24 representation that they were going to have
25 South Carolina coverage. Central Masonry



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1 relied on that and then when the accident took
2 place, they get bombed with this things saying,
3 well, wait a minute, we never added that. So
4 we've got all these technical rules over here
5 we're gonna try to use to get out of this and
6 that's just not right. I mean, that's just not
7 right. If Lloyd Pro Group is the agent of
8 Central Masonry, the fact that the misrep- --
9 representation or misrepresentation was made to
10 Lloyd Pro Group makes it just as effective as
11 if it was made directly to a Central Masonry
12 employee. Under all the circumstances, we
13 submit that there should be found to be
14 coverage with Amguard in this case. And, as we
15 said in our memorandum, you know, current --
16 conduct that is encouraged will be repeated.
17 And I submit to you that pulling the rug out of
18 an employ- -- out from under an employer like
19 this is not the sort of conduct that oughta be
20 encouraged. It oughta be discourage. And
21 we're gonna ask you to find that Amguard does
22 in fact have comp coverage for this accident
23 and pay Mr. Felder what he's entitled to.

24 **COMMISSIONER McCASKILL:** All right, thank you very
25 much.



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1 COMMISSIONER WILKERSON: Thank y'all.

2 COMMISSIONER McCASKILL: That concludes this
3 proceeding. Y'all have a great day.

4 (There being nothing further, the full commission
5 hearing concluded at 3:57 p.m.)
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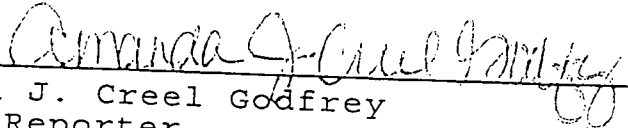
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CERTIFICATE

This is to certify that the within hearing consisting of thirty (30) 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 June 1, 2018.


Amanda J. Creel Godfrey
Court Reporter

Notary Public for South Carolina
My Commission Expires: August 17, 2021



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SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1521141

EMPLOYEE/CLAIMANT: CALVIN A. FELDER
EMPLOYER: CENTRAL MASONRY, INC.,
COLLINS AND ARNOLD CONSTRUCTION COMPANY
INSURER: AMGUARD INSURANCE COMPANY,
OLD REPUBLIC INSURANCE COMPANY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

PURSUANT TO NOTICE OF WORKERS' COMPENSATION HEARING, THE
WITHIN HEARING WAS TAKEN ON THE 15TH DAY OF DECEMBER, 2016,
COMMENCING AT THE HOUR OF 1:47 P.M., IN COLUMBIA, SOUTH CAROLINA,
BEFORE THE HONORABLE MELODY L. JAMES, ATTENDED BY COUNSEL AS
FOLLOWS:

SALLYE DEANNE NELSON
VERBATIM REPORTER

 COPY

JAN L. WHITWORTH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, S.C. 29376

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OLD REPUBLIC INSURANCE COMPANY.

ATTENDING:

CALVIN A. FELDER
TOMIKI FELDER
MAX GALLARDO

I N D E X

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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 COLUMBIA,
4 SOUTH CAROLINA.

5 * * * * * * * * * * * * * * * *

6 BY COMMISSIONER JAMES:

7 TODAY IS DECEMBER THE 15TH, 2016. WE'RE HERE
8 ON WCC FILE NUMBER 1521141. THIS IS THE MATTER OF
9 CALVIN FELDER VERSUS CENTRAL MASONRY INCORPORATED,
10 AMGUARD INSURANCE COMPANY, SOUTH CAROLINA WORKERS'
11 COMPENSATION UNINSURED EMPLOYERS FUND, AND COLLINS
12 AND ARNOLD CONSTRUCTION COMPANY, L.L.C., AND THEIR
13 CARRIER OLD REPUBLIC INSURANCE COMPANY. PRESENT ARE
14 THE FOLLOWING ATTORNEYS FOR EACH PARTY, MS. PAULA
15 AMICK IS PRESENT ON BEHALF OF MR. FELDER. MR.
16 JONATHAN HENDRIX IS PRESENT ON BEHALF OF CENTRAL
17 MASONRY. AS TO AMGUARD INSURANCE COMPANY, PRESENT
18 IS MR. GEORGE GALLAGHER. ON BEHALF OF THE UNINSURED
19 EMPLOYERS FUND IS LISA GLOVER. ON BEHALF OF COLLINS
20 AND ARNOLD CONSTRUCTION COMPANY L.L.C. AND OLD
21 REPUBLIC INSURANCE COMPANY IS MR. RANDALL HEDLUND.
22 WE PREVIOUSLY STARTED THIS HEARING AND WERE UNABLE
23 TO FINISH DUE TO A COUPLE OF CONFLICTS IN NOVEMBER.
24 SO THIS IS A CONTINUATION FOR THE TESTIMONY OF ONE
25 WITNESS. I BELIEVE WHO -- WHO -- WHO CALLED THE

1 WITNESS? MR. HENDRIX, IS THIS YOUR WITNESS?

2 BY MR. HENDRIX:

3 YES, MA'AM. ON BEHALF OF CENTRAL MASONRY.

4 BY COMMISSIONER JAMES:

5 ALL RIGHT. AND THAT IS MS. STURKEY. WHAT DID
6 YOU INDICATE YOUR FIRST NAME WAS?

7 BY MS. STURKEY:

8 SANDRA.

9 BY COMMISSIONER JAMES:

10 SANDRA. AND BEFORE I SWEAR IN MS. STURKEY, IS
11 THERE ANYTHING OTHER THAN WHAT I'VE JUST STATED FOR
12 THE RECORD THAT I NEED TO ADDRESS WITH ANY OF THE
13 PARTIES?

14 BY MS. AMICK:

15 NOTHING FROM THE CLAIMANT, YOUR HONOR.

16 BY MR. HENDRIX:

17 NOT THAT I'M AWARE OF.

18 BY MR. GALLAGHER:

19 NOTHING FOR ---

20 BY COMMISSIONER JAMES:

21 ALL RIGHT. MS. STURKEY, IF YOU'D RAISE YOUR
22 RIGHT HAND? DO YOU SWEAR AND AFFIRM THE TESTIMONY
23 YOU GIVE TODAY IS THE TRUTH, THE WHOLE TRUTH, AND
24 NOTHING BUT THE TRUTH?

25 BY MS. STURKEY:

1 I DO.

2 * * * *

* * * *

* * * *

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

6 SANDRA STURKEY,

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

9 BY COMMISSIONER JAMES:

10 YOUR WITNESS, SIR.

11 DIRECT EXAMINATION BY MR. HENDRIX:

12 Q. MS. STURKEY, BY WHOM ARE YOU EMPLOYED?

13 A. CENTRAL MASONRY.

14 Q. HOW LONG HAVE YOU WORKED FOR THEM?

15 A. SINCE 2008, SO ROUGHLY EIGHT YEARS.

16 Q. AND WHAT DO YOU DO FOR THEM?

17 A. I TAKE CARE OF PAYABLES AND RECEIVABLES. I MAKE
18 SURE ALL OF THE JOBS ARE COVERED. SO IN OTHER
19 WORDS, I REQUEST CERTIFICATES OF INSURANCE. I ALSO
20 MAKE SURE THAT ALL THE JOBS HAVE ALL THE MATERIALS
21 THEY NEED. AND I BUDGET THE JOBS AND MATERIAL WISE.

22 Q. OKAY. BUT PART OF YOUR DUTIES ARE TO DEAL WITH
23 INSURANCE SUCH AS LIABILITY, WORKERS' COMP, AND THAT
24 SORT OF STUFF FOR THE VARIOUS JOBS?

25 A. CORRECT.

- 1 Q. AND YOU DEAL USUALLY, I -- I THINK THAT MR. GALLARDO
2 IS THE -- HE'S THE HEAD AND OWNER WITH HIS BROTHER
3 PERHAPS OF CENTRAL MASONRY, BUT HE DOESN'T NORMALLY
4 CALL THE INSURANCE COMPANIES OR THE INSURANCE
5 AGENCY.
- 6 A. NO.
- 7 Q. IS THAT RIGHT? YOU DO THAT?
- 8 A. I DO THAT.
- 9 Q. AND AS A PART OF YOUR DUTIES WITH CENTRAL MASONRY,
10 DID YOU HAVE AN OCCASION TO TALK TO THE -- YOUR --
11 YOUR AGENT, THE LLOYD PRO GROUP ABOUT GETTING
12 WORKERS' COMPENSATION COVERAGE FOR THE STATE OF
13 SOUTH CAROLINA?
- 14 A. YES.
- 15 Q. AND -- AND THAT -- IS THAT BECAUSE CENTRAL MASONRY
16 HAD BID ON SOME JOBS AND HAD WON THE CONTRACTS IN
17 SOUTH CAROLINA?
- 18 A. THAT'S TYPICALLY HOW IT HAPPENS.
- 19 Q. OKAY. NOW, IN YOUR DEALING WITH THIS COMPANY, THE
20 LLOYD PRO GROUP, HAD YOU HAD INSURANCE THROUGH THE
21 BERKSHIRE HATHAWAY GUARD FOR NORTH CAROLINA AND
22 GEORGIA BEFORE YOU ASKED THEM TO ADD SOUTH CAROLINA?
- 23 A. YES.
- 24 Q. HAVE YOU ALWAYS GOTTEN YOUR CERTIFICATES OF SERVICE
25 FOR ANY NORTH CAROLINA OR GEORGIA JOBS FROM THE

1 LLOYD PRO GROUP?

2 A. YES.

3 Q. ALL RIGHT. SO THAT WAS THE COMMON PRACTICE THAT
4 Y'ALL, YOU ENGAGED IN AND THAT CENTRAL MASONRY
5 GAUGED -- ENGAGED IN WITH LLOYD PRO GROUP; IS THAT
6 RIGHT?

7 A. YES.

8 Q. NOW, THIS HAS BEEN MARKED AS AN EXHIBIT SUBMITTED BY
9 MR. GALLAGHER OR STUBLEY, I'M NOT SURE WHO DID IT AT
10 THE TIME, ON BEHALF OF GUARD INSURANCE COMPANY, HATH
11 -- BERKSHIRE HATHAWAY GUARD INSURANCE COMPANY.

12 **BY MR. HENDRIX:**

13 YOUR HONOR, IT'S -- I THINK IT'S GOING TO BE IN
14 THE RECORD ON SEVERAL PAGES. THE FIRST ONE I THINK
15 IS PAGE 52. I BELIEVE IT'S LATER ON PAGE EITHER 91
16 OR 97, I WASN'T QUITE SURE OF THE -- OF THE
17 HANDWRITING OF THEIR SUBMISSIONS, AND I'M GOING TO
18 HAND THIS TO THE WITNESS AND ASK HER SOMETHING ABOUT
19 IT.

20 **DIRECT EXAMINATION RESUMED BY MR. HENDRIX:**

21 Q. DO YOU RECALL AT SOME POINT IN TIME IN GENERAL TERMS
22 OF RECEIVING THIS, AND IN GENERAL, VERY GENERAL
23 TERMS LOOKING OVER IT?

24 A. WELL, TYPICALLY WHEN I GET THE POLICIES, I DO A
25 BRIEF LOOK AT IT.

1 Q. RIGHT.

2 A. BUT, YOU KNOW, I LOOK AT THE TERM OF THE POLICY THAT
3 IT COVERS, THE YEAR THAT THEY'RE REQUESTING.

4 Q. RIGHT. NOW, ON THAT PAGE, DOWN ABOUT TWO-THIRDS OF
5 THE WAY DOWN, AND I -- I'VE TAKEN THE LIBERTY OF
6 PUTTING A LITTLE BRACKET BY IT.

7 A. UH-HUH.

8 Q. THERE IS SOME LANGUAGE.

9 **BY MR. HENDRIX:**

10 AND, YOUR HONOR, WITH YOUR PERMISSION, I'LL
11 JUST READ WHAT THE LANGUAGE IS, RATHER THAN ASKING
12 HER TO, IF THAT'S OKAY.

13 **BY COMMISSIONER JAMES:**

14 OKAY.

15 **DIRECT EXAMINATION RESUMED BY MR. HENDRIX:**

16 Q. IT READS, "TO REQUEST CERTIFICATES OF INSURANCE, IF
17 YOU ARE REPRESENTED BY AN AGENCY, THEY CAN PROVIDE
18 YOU WITH THE CERTIFICATES OF OTHER YOU NEED;
19 OTHERWISE, YOU CAN EITHER FAX US AT" -- AND IT'S GOT
20 A FAX NUMBER -- "OR CALL OUR COVER -- CUSTOMER
21 SERVICE DEPARTMENT AT" -- AND IT LISTS AN 800
22 NUMBER. "EITHER WAY, BE PREPARED TO PROVIDE THE
23 COMPANY NAME, ADDRESS, FAX NUMBER, AND CONTACT
24 PERSON OF THE ENTITY REQUESTING THE CERTIFICATE."
25 IS THAT THE WAY, THAT YOU ALWAYS HANDLE GETTING

1 CERTIFICATES OF -- OF INSURANCE?

2 A. I HAVE ALWAYS REQUESTED CERTIFICATE OF INSURANCE
3 DIRECTLY TO THE AGENT.

4 Q. OKAY. AND ACCORDING TO THIS POLICY THAT WAS SENT TO
5 Y'ALL FROM BERKSHIRE HATHAWAY GUARD, THAT'S IN --
6 DOES THAT SEEM TO BE IN ACCORDANCE WITH WHAT THEY
7 SAID?

8 A. YES, SIR.

9 Q. OKAY. NOW, WHEN YOU REQUESTED THE -- AND THEN
10 THERE'S SOME EMAILS BETWEEN YOU AND THE LLOYD PRO
11 GROUP THAT ---

12 A. UH-HUH.

13 Q. --- THAT ARE IN THE RECORD.

14 BY MR. HENDRIX:

15 AND I'M NOT GOING TO GO THROUGH EACH ONE OF
16 THOSE, YOUR HONOR.

17 DIRECT EXAMINATION RESUMED BY MR. HENDRIX:

18 Q. BUT IN GENERAL TERMS, DID YOU REQUEST THAT THEY ADD
19 SOUTH CAROLINA TO YOUR WORKERS' COMPENSATION POLICY
20 BEFORE Y'ALL STARTED, Y'ALL, MEANING CENTRAL
21 MASONRY, STARTED WORK IN SOUTH CAROLINA?

22 A. YES.

23 Q. AND DID YOU RECEIVE ASSURANCES FROM LLOYD PRO GROUP
24 THAT EVERYTHING WAS GOOD?

25 A. YES.

- 1 Q. AS FAR AS HAVING IN WORKERS' COMPENSATION COVERAGE
2 IN SOUTH CAROLINA?
- 3 A. YES.
- 4 Q. AND DID YOU, AS YOU CUSTOMARILY DID, REQUEST
5 CERTIFICATES OF INSURANCE FOR ALL THREE OF THE SOUTH
6 CAROLINA JOBS?
- 7 A. YES.
- 8 Q. AND YOU RECEIVED THOSE JUST LIKE FOR ALL OF THE
9 OTHER JOBS IN NORTH CAROLINA AND GEORGIA?
- 10 A. YES.
- 11 Q. OKAY. ON THE SAME SORT OF LOOKING FORM, A CORD
12 FORM?
- 13 A. YEAH.
- 14 Q. DOES THAT SOUND RIGHT?
- 15 A. THE SAME EXACT ---
- 16 Q. RIGHT.
- 17 A. --- FORM, NO MATTER WHICH JOB, NO MATTER WHICH
18 STATE, IS THE SAME EXACT FORM.
- 19 Q. AND DID YOU AND CENTRAL MASONRY RELY ON THAT,
20 BELIEVING THAT YOU HAD THE WORKERS' COMPENSATION
21 COVERAGE REQUIRED BY THE STATE OF SOUTH CAROLINA,
22 BEFORE YOU STARTED THE JOBS?
- 23 A. YES.
- 24 Q. OKAY. NOW, WELL, IS IT ALSO COMMON THAT IF THE
25 PAYROLL VARIES OR YOU CAN'T GIVE AN EXACT AMOUNT OF

1 PAYROLL, THAT THERE IS AN ACCOUNTING, I'M GOING TO
2 CALL IT, AT THE -- AT -- AFTER A CERTAIN PERIOD OF
3 TIME WHERE THEY GO BACK AND LOOK AT WHAT PAYROLL WAS
4 ACTUALLY PAID, AND IF THE PREMIUMS NEED TO BE
5 ADJUSTED, THEY'RE ADJUSTED; IS THAT SOMETHING THAT
6 YOU'RE USED TO?

7 A. YES. I -- I DON'T TAKE CARE OF THAT. WE HAVE AN
8 ACCOUNTANT, BUT WHENEVER WE HAVE AN AUDIT, THEY GO
9 DIRECTLY TO THE ACCOUNTANT.

10 Q. AUDIT'S THE WORD I WASN'T EVEN ---

11 A. UH-HUH.

12 Q. --- THINKING OF. YOU ---

13 A. AND THEN IF WE HAVE PAID MORE MONEY IN PAYROLL, THEY
14 WILL ADJUST THE PREMIUM, INCREASING IT.

15 Q. INCREASING?

16 A. IF WE HAVE PAID LESS, THEY WILL GIVE US A CREDIT.

17 Q. OKAY.

18 A. BUT IF THERE IS ANYTHING NEW, THEY WILL CHARGE US
19 FOR IT.

20 Q. ALL RIGHT. AND THAT'S WHAT YOU WERE USED TO?

21 A. YES.

22 Q. AND I BELIEVE THAT IN THESE EMAILS THAT WENT BACK
23 AND FORTH BETWEEN YOU AND LLOYD PRO GROUP, YOU HAD
24 TOLD THEM THAT, THAT THAT WAS SOME PAYROLL EXPECTED
25 ON A CHARLESTON ---

1 A. YES.

2 Q. --- JOB?

3 A. UH-HUH.

4 Q. THAT YOU DID NOT ANTICIPATE GOING INTO THE JOB, THAT
5 THE TWO JOBS IN COLUMBIA WOULD -- WOULD REQUIRE YOUR
6 OWN DIRECT EMPLOYEES, BECAUSE IT WAS SUPPOSED TO BE
7 DONE BY SUBS; IS ALL OF THAT CORRECT?

8 A. CORRECT.

9 Q. AND I BELIEVE THAT IT TURNED OUT THAT ONE OF THE
10 JOBS COLUMBIA DID NOT TAKE -- REQUIRE ANY DIRECT
11 ASSISTANCE OR DIRECT EMPLOYEES WORKING ON THE JOB;
12 IS THAT CORRECT?

13 A. CORRECT. THAT WAS THE TWISTER.

14 Q. THE TWISTER JOB?

15 A. YES.

16 Q. AND BUT THE KROGER OUT IN NORTHEAST COLUMBIA, YOU
17 ENDED UP, YOU, MEANING CENTRAL MASONRY DID END UP
18 HAVING TO USE SOME OF ITS OWN EMPLOYEES AND INCLUDED
19 HIRING MR. FELDER; IS THAT CORRECT?

20 A. I WOULD SAY THAT IS CORRECT; HOWEVER, I DO NOT TAKE
21 CARE OF ANY OF THE PAYROLL. SO AS AN EXAMPLE I CAN
22 GIVE YOU, IF ANY PEOPLE IS HIRED, IF I'M NOT
23 INFORMED, I CANNOT PROMPTLY DO THINGS THAT NEED TO
24 BE DONE. AND MAX ALWAYS HAVE A LOT OF JOBS GOING
25 ON.

1 Q. RIGHT.

2 A. BUT WE, IN ANY CASE, WE KNOW THAT THEY ---

3 Q. THE AUDIT WILL TAKE PLACE?

4 A. THE AUDIT WILL -- WILL PICK IT UP.

5 Q. ALL RIGHT.

6 A. UH-HUH.

7 Q. OKAY. SO YOU WOULD -- THERE WAS NO REASON AS FAR AS

8 YOU KNEW TO BE CONCERNED ABOUT WHETHER OR NOT THERE

9 WAS ANY COVERAGE FOR THE SOUTH CAROLINA, AS FAR AS

10 WORKERS' COMPENSATION INSURANCE IS CONCERNED, RIGHT?

11 A. I WAS NOT WORRIED ABOUT IT.

12 Q. OKAY.

13 A. ACTUALLY, I, IN THE EMAILS THAT EVERYBODY HAS, I

14 INQUIRED WHY THIS PERSON IS DENYING A CLAIM, BECAUSE

15 I'M SUPPOSED TO BE COVERED.

16 Q. RIGHT.

17 A. SO...

18 Q. AND DID YOU EVER GET A SATISFACTORY ANSWER FROM THE

19 AGENT?

20 A. WELL, AFTER THE FACT, THEY TOLD ME I WASN'T COVERED.

21 Q. BUT I MEAN THEY NEVER EXPLAINED TO YOU WHY NOT, HOW

22 THAT CAME ABOUT, DID THEY?

23 A. I DON'T RECALL THAT THEY HAVE, BUT WE -- I SPOKE

24 WITH THIS LADY OVER THE PHONE, AND SHE MADE HAVE

25 SAID THINGS TO ME. AND EVEN IN ONE OF HER EMAILS TO

1 US, SHE SAID, "MY PHONE CALL TO YOU, THIS IS A
2 CORRECTION TO MY PHONE CALL TO YOU FROM YESTERDAY."
3 BECAUSE THE DAY BEFORE SHE TOLD ME I WAS COVERED.
4 AND THEN THE FOLLOWING DAY SHE SENT ME AN EMAIL,
5 TELLING ME I'M NOT COVERED.

6 Q. RIGHT. AND THERE'S NO PROBLEM UNTIL THERE'S A CLAIM
7 AGAINST THE POLICY?

8 A. EXACTLY.

9 BY MR. HENDRIX:

10 THANK YOU. PLEASE, ANSWER ANY QUESTIONS THAT
11 ANY OF THE REST OF THE THESE FOLKS MAY HAVE FOR YOU.

12 BY THE WITNESS:

13 OKAY.

14 BY COMMISSIONER JAMES:

15 CROSS, ON BEHALF OF THE CLAIMANT?

16 CROSS-EXAMINATION BY MS. AMICK:

17 Q. MS. STURKEY, DID YOU SAY YOU -- YOU DO HANDLE
18 PAYROLL?

19 A. NO, I DON'T.

20 Q. YOU, AT THE BEGINNING, YOU DIDN'T SAY YOU DO
21 PAYROLLS AND RECEIVABLES?

22 A. I JUST DO ACCOUNTS PAYABLE AND RECEIVABLES.

23 Q. ACCOUNTS PAYABLE?

24 A. YES.

25 Q. OKAY. DO YOU KNOW HOW MUCH THE AVERAGE WORKER

1 EARN?

2 A. I DON'T HAVE THAT INFORMATION. ALL OF THAT IS DONE
3 IN THE OFFICE IN GEORGIA, AND I'M NOT THERE.

4 Q. OKAY. SO YOU HAVE NO ---

5 A. I HAVE NO ACCESS TO ANY OF THAT INFORMATION.

6 Q. OKAY.

7 A. I DON'T. I DON'T SEE HOW MUCH MONEY PEOPLE MAKE OR
8 WHAT OR WHAT CONCEPT DO THEY MAKE IT.

9 Q. OKAY.

10 A. UH-HUH.

11 BY MS. AMICK:

12 THANK YOU. NO QUESTIONS.

13 BY COMMISSIONER JAMES:

14 ANY QUESTIONS ON BEHALF OF AMGUARD?

15 BY MR. GALLAGHER:

16 YES. THANK YOU, COMMISSIONER.

17 CROSS-EXAMINATION BY MR. GALLAGHER:

18 Q. MS. STURKEY, I BELIEVE YOU TESTIFIED THAT LLOYD PRO
19 GROUP WAS WHO YOU USUALLY WENT TO TO INSURE THAT
20 COVERAGE ON ALL YOUR JOBS, CORRECT?

21 A. RIGHT.

22 Q. LLOYD PRO GROUP WAS WHO YOU WOULD GO TO TO PROCURE
23 THE -- THE POLICY AND THE INSURANCE COVERAGE THAT
24 YOU PURCHASED?

25 A. YES.

1 Q. CORRECT?

2 A. YES.

3 Q. SO YOU -- YOU WOULD GO TO THE LLOYD PRO GROUP AND
4 TELL THEM WHAT YOU NEEDED, AND THEY WOULD PLACE YOU
5 WITH WHATEVER COMPANY GAVE YOU THE BEST RATE; IS
6 THAT ---

7 A. YES.

8 Q. --- ACCURATE? AND THEN SUBSEQUENTLY, AS MR. HENDRIX
9 ALLUDED TO, YOU WOULD THEN CALL THEM WHEN YOU NEEDED
10 CERTIFICATES OF SERVICE -- EXCUSE ME -- WE BOTH SAID
11 CERTIFICATES OF SERVICE -- CERTIFICATES OF INSURANCE
12 ISSUED FOR PARTICULAR JOBS, CORRECT?

13 A. CORRECT.

14 Q. ALL RIGHT. WHEN YOU WENT TO LLOYD PRO GROUP AND
15 PROCURED THE ORIGINAL POLICY THAT'S THE UNDERLYING
16 POLICY AT ISSUE IN THIS CASE, WAS IT YOUR BELIEF AND
17 UNDERSTANDING THAT THAT POLICY JUST COVERED GEORGIA
18 AND NORTH CAROLINA?

19 A. BASICALLY, I -- I REALLY DID NOT KNOW WHICH STATES
20 WERE COVERED, BECAUSE THIS IS WHAT HAPPENS, FOR
21 INSTANCE, THEY ASK ME AT THE BEGINNING OF THE
22 POLICY, "WHERE DO YOU HAVE JOBS, WORKS RIGHT NOW?"
23 AND "WHERE ARE YOU WORKING RIGHT NOW?" SO I WILL
24 SAY WHERE WE'RE WORKING, AND THAT CHANGES THROUGHOUT
25 THE YEAR. FOR INSTANCE, WE STARTED DOING WORK IN

1 NORTH CAROLINA AND THEN SOUTH CAROLINA. SO WHAT I
2 DO IS I ASK FOR THE CERTIFICATE OF INSURANCE FOR THE
3 NEW STATE, AND THAT IS GIVING THEM THE NOTICE THAT
4 I'M WORKING IN THAT STATE.

5 Q. WELL, LET ME ASK YOU THIS: DID YOU UNDERSTAND THAT
6 YOUR ORIGINAL POLICY THAT YOU BOUGHT THAT COVERED
7 NORTH CAROLINA AND GEORGIA WAS WHAT THEY CALL AN
8 ASSIGNED RISK POLICY; DO YOU KNOW WHAT THAT MEANS?

9 A. NO.

10 Q. OKAY. YOU DON'T KNOW ANYTHING ABOUT YOUR -- YOUR
11 COMPANY NOT BEING ABLE TO QUALIFY FOR INSURANCE ON
12 THE REGULAR MARKET, AND YOU HAD TO QUALIFY FOR A
13 SPECIAL TYPE OF INSURANCE; DO YOU KNOW ANYTHING
14 ABOUT THAT?

15 A. WELL, I WAS TOLD THAT. AND I DON'T KNOW IF I RECALL
16 THIS OR IF IT IS RIGHT, BUT I WAS TOLD THAT I NEEDED
17 A GOVERNMENT POLICY, AND THAT'S ALL I KNEW.

18 Q. OKAY.

19 A. BECAUSE WE HAVE A -- BECAUSE WE HAVE HAD CLAIMS.

20 Q. RIGHT. BUT LLOYD PRO GROUP TOOK CARE OF ALL OF THAT
21 FOR YOU; IS THAT CORRECT?

22 A. YES.

23 Q. YOU TOLD THEM WHAT YOU NEEDED, AND THEY TOOK CARE OF
24 IT?

25 A. YES.

1 Q. AND THAT'S WHAT YOU RELIED UPON THEM TO DO, CORRECT?

2 A. YES.

3 Q. OKAY. NOW, YOU MENTIONED EARLIER THAT YOU AT SOME
4 POINT REALIZED THAT YOU MAY NEED COVERAGE IN SOUTH
5 CAROLINA BECAUSE Y'ALL WERE DOING MORE JOBS IN SOUTH
6 CAROLINA, CORRECT?

7 A. UH-HUH. WELL, WE WERE DOING JOBS IN SOUTH CAROLINA.
8 I DON'T KNOW WHAT YOU MEAN WITH MORE, BUT.

9 Q. OKAY. UNTIL SO YOU JUST STARTED DOING JOBS IN SOUTH
10 CAROLINA?

11 A. YEAH. YEAH.

12 Q. AT THE TIME THAT THIS POLICY THAT'S AT ISSUE HERE
13 WAS -- WAS -- WAS -- WAS GENERATED, YOU WEREN'T
14 DOING ANY WORK IN SOUTH CAROLINA; IT WAS ONLY AFTER
15 THAT YOU STARTED DOING WORK IN SOUTH CAROLINA,
16 CORRECT?

17 A. CAN YOU REPEAT THAT? I DIDN'T QUITE GET IT.

18 Q. OKAY. AT THE TIME YOU -- YOU BOUGHT THIS POLICY
19 THAT'S THE ISSUE OF THIS CASE, ---

20 A. UH-HUH.

21 Q. --- WHICH ---

22 **BY MR. GALLAGHER:**

23 SOMEBODY HELP ME OUT HERE; WHAT'S THE DATE?

24 **CROSS-EXAMINATION RESUMED BY MR. GALLAGHER:**

25 Q. --- IT LOOKS LIKE THE DATE OF THAT POLICY WAS -- WAS

1 THE -- THE ORIGATION DATE OF THAT POLICY WAS
2 AUGUST OF 2015.

3 A. UH-HUH.

4 Q. AT THAT PARTICULAR TIME Y'ALL WERE NOT DOING ANY
5 WORK IN SOUTH CAROLINA, WERE YOU?

6 A. I DON'T -- I CANNOT TRUTHFULLY ANSWER TO THAT
7 QUESTION.

8 Q. OH.

9 A. I WILL HAVE TO LOOK AT MY RECORDS TO SEE.

10 Q. OKAY. BUT AT SOME POINT Y'ALL -- YOU -- YOU STARTED
11 DOING WORK IN SOUTH CAROLINA, AND YOU WANTED TO BE
12 SURE THAT YOUR COVERAGE WAS EFFECTIVE IN SOUTH
13 CAROLINA, CORRECT?

14 A. YES. UH-HUH.

15 Q. SO YOU CALLED LLOYD PRO GROUP.

16 A. UH-HUH.

17 Q. AND TOLD THEM THAT Y'ALL WERE DOING JOBS IN SOUTH
18 CAROLINA, CORRECT?

19 A. YES.

20 Q. AND IN ADDITION, YOU ALSO ASKED THEM TO GO AHEAD AND
21 FAX CERTIFICATE OF INSURANCE TO THE -- TO THE
22 GENERAL CONTRACTORS THAT YOU WERE DOING WORK FOR IN
23 SOUTH CAROLINA, CORRECT?

24 A. YES. I ALWAYS ASK THEM TO SEND ME ONE AND C.C. THE
25 G.C.

1 Q. ALL RIGHT. NOW, MR. HENDRIX HAS SUBMITTED SOME
2 EMAILS THAT YOU HAD WITH LLOYD PRO GROUP; IT'S HIS
3 SUBMISSION NUMBER FOUR.

4 BY MR. GALLAGHER:

5 AND I'M JUST POINTING THAT OUT FOR YOUR
6 BENEFIT, COMMISSIONER. IT'S MR. HENDRIX' APA FOUR,
7 AND I'M SORRY, COMMISSIONER, BUT THE -- THE RECORDS
8 ARE NOT PAGINATED, BECAUSE THEY WERE ALL SUBMITTED
9 AT DIFFERENT TIMES.

10 CROSS-EXAMINATION RESUMED BY MR. GALLAGHER:

11 Q. IN ANY EVENT, YOU HAD SOME CONVERSATIONS WITH LLOYD
12 PRO GROUP IN AUGUST, SEPTEMBER OF 2015, INQUIRING
13 ABOUT COVERAGE IN SOUTH CAROLINA; IS THAT GENERALLY
14 THE -- THE SUBSTANCE OF THOSE EMAILS?

15 A. YES.

16 Q. OKAY. AND SOMEBODY WITH LLOYD PRO GROUP NAMED
17 PATRICK BARGER ---

18 A. UH-HUH.

19 Q. --- ADVISED YOU THAT YOU WERE ALL GOOD AT THIS POINT
20 ---

21 A. YES.

22 Q. --- REGARDING COVERAGE IN SOUTH CAROLINA, ---

23 A. YES.

24 Q. --- CORRECT?

25 A. YES.

1 Q. AND DID YOU EVER GET A POLICY FROM GUARD THAT
2 INDICATED -- NOW, MR. HENDRIX SHOWED YOU THE COPY OF
3 THE AT LEAST THE -- THE -- THE INFORMATION PAGE OF
4 THE POLICY EARLIER, I BELIEVE HE SHOWED THAT TO YOU.
5 DID YOU EVER GET -- AFTER MR. BARGER TOLD YOU ---

6 A. UH-HUH.

7 Q. --- THAT YOU WERE GOING TO BE COVERED IN SOUTH
8 CAROLINA, DID YOU EVER GET A POLICY THAT -- THAT
9 MEMORIALIZED THAT OR THAT CONFIRMED THAT?

10 A. WELL, YOU SEE AT THE TIME WHEN THAT POLICY SHOULD
11 HAVE ARRIVED I WAS NOT IN GEORGIA. SO I CANNOT TELL
12 YOU THAT I RECEIVED A POLICY PHYSICALLY.

13 Q. OKAY.

14 A. THAT WILL HAVE TO BE ADDRESSED TO MAX AND WHOEVER
15 HELPS HIM AT THE OFFICE IN GEORGIA.

16 Q. YOU DON'T KNOW WHETHER A POLICY WAS EVER GENERATED
17 THAT EVIDENCED THAT CENTRAL MASONRY HAD COVERAGE IN
18 SOUTH CAROLINA, DO YOU?

19 A. WELL, THE CERTIFICATE OF INSURANCE IS WHAT TELLS ME
20 THAT WE WERE COVERED IN SOUTH CAROLINA.

21 Q. OKAY. DO YOU KNOW THE CERTIFICATE OF INSURANCE IS
22 NOT A POLICY OF INSURANCE; DO YOU -- DO YOU
23 UNDERSTAND THAT?

24 A. I UNDERSTAND THAT, BUT THE CERTIFICATE OF INSURANCE
25 GIVES ME A POLICY NUMBER.

1 Q. IT GIVES YOU A POLICY NUMBER, BUT IT DOESN'T
2 NECESSARILY PROVIDE YOU -- YOU DON'T KNOW THAT THAT
3 ACTUALLY IS EVIDENCE OF COVERAGE DO YOU?

4 A. WELL, I ---

5 Q. I MAY BE ASKING YOU SOMETHING YOU DON'T KNOW.

6 A. I DON'T KNOW.

7 Q. IT'S OKAY TO SAY YOU DON'T KNOW. OKAY.

8 A. I DON'T KNOW.

9 Q. ALL RIGHT. DID YOU EVER PAY ANY ADDITIONAL PREMIUMS
10 TO COVER SOUTH CAROLINA AFTER YOU RECEIVED THE WORD
11 FROM MR. BARGER THAT SOUTH CAROLINA WAS GOING TO BE
12 ADDED?

13 A. I DON'T RECALL THAT, AND I CANNOT TELL YOU
14 TRUTHFULLY IF I -- IF WE EVER PAID. IN ANY CASE,
15 ANY CHECKS WOULD HAVE MADE IN THAT GEORGIA OFFICE.

16 Q. OKAY. IS IT FAIR TO SAY, MS. STURKEY, THAT YOU AND
17 CENTRAL MASONRY RELIED UPON LLOYD PRO GROUP TO TAKE
18 CARE OF THESE TYPE THINGS FOR YOU, BECAUSE YOU MAY
19 NOT BE FAMILIAR WITH ALL THE LEGALITIES OF COVERAGE
20 AND -- AND -- AND THOSE ISSUES; IS THAT FAIR TO SAY?

21 A. YES, WE RELY ON THE AGENT. YOU GO TO THE AGENT AND
22 YOU ASK THEM THE QUESTIONS ABOUT YOUR POLICY AND
23 THEY TELL YOU AND...

24 Q. AND YOUR DEALINGS WERE EXCLUSIVELY WITH LLOYD PRO
25 GROUP, CORRECT, IN TERMS OF ALL THE ISSUES

1 SURROUNDING THE CERTIFICATES OF INSURANCE AND THE
2 GENERATION OF THOSE CERTIFICATES OF INSURANCE; IS
3 THAT CORRECT?

4 A. YES. THE ONLY TIME I WILL TALK TO THE INSURANCE IS
5 TO MAKE A PAYMENT, BUT THAT'S ABOUT IT, THAT'S THE
6 ONLY TIME.

7 Q. NOBODY FROM GUARD INSURANCE EVER CALLED YOU ABOUT --
8 REGARDING ANYTHING ABOUT A GENERATION OR CERTIFICATE
9 OF INSURANCE; IS THAT TRUE?

10 A. NO. NO. I DON'T RECALL ANYBODY CALLING ME FROM
11 THEY ---

12 Q. NOBODY WITH GUARD EVER REPRESENTED THAT THEIR POLICY
13 OR A GUARD POLICY COVERED ANY LOSSES THAT YOUR
14 COMPANY WOULD BE EXPOSED FOR IN SOUTH CAROLINA, DID
15 THEY?

16 A. CAN YOU REPHRASE THAT?

17 Q. NOBODY WITH GUARD INSURANCE EVER CALLED YOU AND TOLD
18 YOU THAT ANY LOSSES THAT YOUR COMPANY WOULD BE
19 RESPONSIBLE FOR WOULD BE COVERED BY GUARD IN SOUTH
20 CAROLINA, DID THEY?

21 A. NO.

22 BY MR. GALLAGHER:

23 OKAY. THAT'S ALL THE QUESTIONS I HAVE.

24 BY COMMISSIONER JAMES:

25 CROSS ON BEHALF OF COLLINS AND OLD REPUBLIC?

1 CROSS-EXAMINATION BY MR. HEDLUND:

2 Q. GOOD AFTERNOON, MS. STURKEY.

3 A. GOOD AFTERNOON.

4 Q. I JUST HAVE A COUPLE OF QUICK QUESTIONS FOR YOU.

5 A. UH-HUH.

6 Q. YOU TESTIFIED EARLIER THAT YOU HAD CALLED LLOYD PRO
7 GROUP AND REQUESTED A CERTIFICATE OF INSURANCE
8 ENABLING YOU SOUTH CAROLINA COVERAGE TO PERFORM WORK
9 WITHIN THE STATE OF SOUTH CAROLINA, CORRECT?

10 A. YES.

11 Q. ONE OF THOSE JOBS WAS A KROGER ON CLEMSON ROAD.

12 A. YES.

13 Q. ISN'T THAT RIGHT?

14 A. YES.

15 Q. DID YOU ACTUALLY SEE THE CERTIFICATE OF INSURANCE
16 THAT CAME THROUGH?

17 A. YES.

18 Q. OKAY.

19 BY MR. HEDLUND:

20 COMMISSIONER, MAY I APPROACH?

21 BY COMMISSIONER JAMES:

22 CERTAINLY.

23 CROSS-EXAMINATION RESUMED BY MR. HEDLUND:

24 Q. MS. STURKEY, IS THIS THAT CERTIFICATE OF INSURANCE?

25 A. YES. THIS ONE HAS THE NAME OF THE JOB AND THE

1 ADDRESS OF THE JOB, AND IT ALSO STATES THE DATES.
2 ON THE WORKERS' COMP IT SAYS AUGUST 7, 2015, TO
3 AUGUST 7, 2016.

4 Q. OKAY. COULD YOU READ THE ADDRESS OF THAT JOB SITE
5 ON THAT CERTIFICATE, PLEASE?

6 A. YES. IT SAYS CLEMSON AND FARROW ROAD, COLUMBIA,
7 SOUTH CAROLINA 29203.

8 Q. OKAY. AND TO YOUR KNOWLEDGE, THAT IS WHERE MR.
9 CALVIN FELDER WAS INJURED, CORRECT?

10 A. SAY THAT ONE MORE TIME.

11 Q. TO YOUR KNOWLEDGE, THAT IS WHERE MR. FELDER WAS
12 ACTUALLY INJURED?

13 A. THAT'S WHAT I WAS TOLD, HE WAS INJURED. I DIDN'T
14 SEE THE ACCIDENT HAPPENING, BUT THAT'S WHAT I WAS
15 TOLD.

16 Q. OKAY. AND THIS CERTIFICATE OF INSURANCE, THIS IS
17 WHAT YOU THEN TENDERED TO MY CLIENT, COLLINS AND
18 ARNOLD?

19 A. YES, THAT'S WHAT WE SEND.

20 Q. AND IN -- AND YOU -- I BELIEVE YOU EMAILED THAT OVER
21 TO JENNY HORTON?

22 A. YES.

23 Q. WITH COLLINS AND ARNOLD?

24 A. YES.

25 Q. AND THAT WAS THE NORMAL PROCEDURE THAT THEY REQUIRED

1 OF YOU WHEN CONTRACTING FOR JOBS?

2 A. YES. AND EVEN ALSO COPY THE PROJECT MANAGER EACH
3 TIME WE DO THIS, SO THEY'LL KNOW WE ARE COVERED.

4 Q. OKAY. THE PROJECT MANAGER WITH COLLINS AND ARNOLD?

5 A. WITH COLLINS AND ARNOLD, YES.

6 Q. OKAY. AND DID YOU HAVE -- DID YOU REQUEST THAT
7 LLOYD PRO GROUP ALSO SEND THAT CERTIFICATE OF
8 INSURANCE OVER TO COLLINS AND ARNOLD DIRECTLY?

9 A. YES, I ALWAYS DO THAT.

10 Q. OKAY. SO THEY WOULD HAVE RECEIVED IT TWICE, ONE
11 FROM YOU AND ONE FROM THE LLOYD PRO GROUP?

12 A. I'M NOT QUITE SURE. SOMETIMES WHEN -- WHEN LLOYD
13 PRO GROUP SEND IT TO THEM AND TO ME IN THE SAME
14 EMAIL, I DON'T SEND IT TWICE. BUT IF LLOYD PRO
15 GROUP SEND IT TO ME WITHOUT COPYING THE G.C., WHAT I
16 DO IS I FORWARD THAT EMAIL SO THE TRACKING OF THE
17 EMAILS WILL BE SEEN BY THEM, KNEW -- KNOWING THAT IT
18 CAME FROM THE OFFICE OF THE AGENT.

19 Q. OKAY. BUT REGARDLESS, YOU MADE SURE THAT COLLINS
20 AND ARNOLD WAS GIVEN THAT CERTIFICATE OF INSURANCE?

21 A. YES. YES.

22 Q. ALL RIGHT.

23 BY MR. HEDLUND:

24 THOSE ARE ALL THE QUESTIONS I HAVE,
25 COMMISSIONER. THANK YOU. THANK YOU, MA'AM.

1 BY COMMISSIONER JAMES:

2 CROSS ON BEHALF OF THE UNINSURED FUND?

3 BY MS. GLOVER:

4 NO. I'M OKAY.

5 BY COMMISSIONER JAMES:

6 ANYTHING FURTHER FROM THIS WITNESS?

7 BY MR. HENDRIX:

8 YOUR HONOR, I WOULD WANT TO REITERATE ONE
9 THING.

10 REDIRECT EXAMINATION BY MR. HENDRIX:

11 Q. IN RESPONSE TO SOME QUESTIONS FROM MR. GALLAGHER,
12 YOU -- YOU'D SAID SOMETHING THAT ABOUT YOU NEVER HAD
13 ANYTHING DIRECTLY FROM GUARD INSURANCE COMPANY
14 SAYING THAT THERE WAS COVERAGE IN SOUTH CAROLINA I
15 BELIEVE, BUT FOR ALL OF THE JOBS, JUST TO REITERATE,
16 I BELIEVE YOU'VE ALREADY TESTIFIED THAT ---

17 A. UH-HUH.

18 Q. --- FOR ALL OF THE JOBS YOU DID IN GEORGIA WHERE YOU
19 CLEARLY HAD COVERAGE AND THERE'S NO CONTEST ABOUT
20 THAT ---

21 A. UH-HUH.

22 Q. --- AND IN NORTH CAROLINA WHERE YOU CLEARLY HAD
23 COVERAGE AND THERE'S NO CONTEST ABOUT THAT, YOU
24 STILL RECEIVED ALL OF THE CERTIFICATES OF INSURANCE
25 FROM THE LLOYD PRO GROUP; IS THAT RIGHT?

1 A. CORRECT.

2 Q. OKAY. THANK YOU. NOTHING FURTHER.

3 A. SO IF I CAN ADD, BASED ON THAT, IF I RECEIVE ANOTHER
4 ONE FOR SOUTH CAROLINA, WHAT'S THE DIFFERENCE?

5 Q. RIGHT.

6 A. THERE IS NO DIFFERENCE ---

7 Q. THANK YOU.

8 A. --- IN MY MIND, AND I'M NOT A LAWYER. I'M NOT ---

9 Q. RIGHT.

10 A. --- ANY AN AGENCY OR SOMEBODY THAT KNOWS ALL THAT IS
11 INVOLVED WITH INSURANCE, BUT WHEN YOU SEE THE SAME
12 DOCUMENT, YOU'RE COVERED.

13 BY MR. HENDRIX:

14 THANK YOU.

15 BY COMMISSIONER JAMES:

16 ANYTHING FURTHER FROM THIS WITNESS?

17 BY MR. GALLAGHER:

18 NO, MA'AM.

19 BY MS. AMICK:

20 NO.

21 BY COMMISSIONER JAMES:

22 ALL RIGHT. MA'AM, YOU CAN -- YOU'RE FREE TO
23 LEAVE. IS THERE ANYTHING FURTHER FROM ANY OF THE
24 PARTIES?

25 BY MS. AMICK:

1 NOT FROM THE CLAIMANT, YOUR HONOR.

2 BY COMMISSIONER JAMES:

3 I BELIEVE THIS CONCLUDES THIS HEARING.

4 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING WAS
5 CONCLUDED AT THE HOUR OF 2:11 P.M.)

CERTIFICATE OF NOTARY PUBLIC
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1521141

EMPLOYEE/CLAIMANT: CALVIN A. FELDER

EMPLOYER: CENTRAL MASONRY, INC.
COLLINS AND ARNOLD CONSTRUCTION
COMPANY

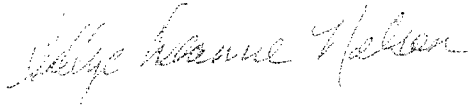
INSURER: AMGUARD INSURANCE COMPANY,
OLD REPUBLIC INSURANCE COMPANY

I, SALLYE DEANNE NELSON, A NOTARY PUBLIC FOR THE
STATE OF SOUTH CAROLINA, DULY COMMISSIONED AND QUALIFIED
AS SUCH, DO HEREBY CERTIFY THAT THE FOREGOING 30 PAGES
REPRESENTS A TRUE AND ACCURATE TRANSCRIPT OF THE
FOREGOING HEARING OF CALVIN A. FELDER, TAKEN ON THE 15TH
DAY OF DECEMBER 2016.

THAT THE WITNESS WAS DULY PLACED UNDER OATH AND
ADMONISHED TO SPEAK THE WHOLE TRUTH. THAT THE ORAL
HEARING WAS DULY TAKEN AND TRANSCRIBED AS TO THE
QUESTIONS PROPOUNDED AND THE ANSWERS GIVEN.

THAT ALL THE OFFERED EXHIBITS, STIPULATIONS AND
OBJECTIONS, IF ANY, INVOLVED IN THIS CASE ARE DULY
ATTACHED OR INCLUDED HEREIN.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS 29TH DAY
OF DECEMBER, 2016.



SALLYE DEANNE NELSON
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 5-08-2022

* THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH
MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1521141

EMPLOYEE/CLAIMANT: CALVIN A. FELDER
EMPLOYER: CENTRAL MASONRY, INC.
COLLINS AND ARNOLD CONSTRUCTION COMPANY
INSURER: AMGUARD INSURANCE COMPANY
OLD REPUBLIC INSURANCE COMPANY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

PURSUANT TO NOTICE OF WORKERS' COMPENSATION HEARING, THE
WITHIN HEARING WAS TAKEN ON THE 28TH DAY OF NOVEMBER, 2016,
COMMENCING AT THE HOUR OF 11:50 A.M., IN COLUMBIA, SOUTH
CAROLINA, BEFORE THE HONORABLE MELODY L. JAMES, ATTENDED BY
COUNSEL AS FOLLOWS:



SHEILA SMALL
VERBATIM REPORTER

JAN L. WHITWORTH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, S.C. 29376

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ARNOLD CONSTRUCTION COMPANY AND
OLD REPUBLIC INSURANCE COMPANY.

ATTENDING:

CALVIN A. FELDER
MAX GALLARDO

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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 COLUMBIA,
4 SOUTH CAROLINA.

5 * * * * * * * * * * * * * * *

6 BY COMMISSIONER JAMES:

7 ALL RIGHT. TODAY IS NOVEMBER THE 28TH, 2016.
8 WE ARE HERE ON WCC FILE NUMBER 1521141. THIS IS THE
9 MATTER OF CALVIN FELDER VERSUS CENTRAL MASONRY,
10 INCORPORATED, COLLINS AND ARNOLD CONSTRUCTION
11 COMPANY, SOUTH CAROLINA WORKERS' COMPENSATION
12 UNINSURED EMPLOYERS FUND, OLD REPUBLIC INSURANCE
13 COMPANY, AND AMGUARD INSURANCE COMPANY. THE PARTIES
14 ARE HERE PURSUANT TO THE FORMS 50 AND 51, AND ALSO
15 WITH REGARDS TO A MOTION UNDER 42-9-430. AS FAR AS
16 REPRESENTATION TODAY, MS. PAULA AMICK IS HERE ON
17 BEHALF OF THE CLAIMANT. WITH REGARDS TO COLLINS AND
18 ARNOLD CONSTRUCTION COMPANY, L.L.C. AND OLD REPUBLIC
19 INSURANCE COMPANY, MR. RANDALL HEDLUND IS PRESENT.
20 AS TO CENTRAL MASONRY, INCORPORATED, MR. JONATHAN
21 HENDRIX IS PRESENT. AS TO AMGUARD INSURANCE
22 COMPANY, MR. GEORGE GALLAGHER. AS TO THE SOUTH
23 CAROLINA WORKERS' COMPENSATION UNINSURED EMPLOYERS
24 FUND, MS. LISA GLOVER. THE PARTIES HAVE HANDED UP
25 THEIR SUBMISSIONS. LET ME FOR THE RECORD STATE WHAT

1 THOSE ARE. AMGUARD INSURANCE COMPANY HAS HANDED UP
2 PAGES 1 THROUGH 86. COLLINS AND ARNOLD CONSTRUCTION
3 COMPANY AND OLD REPUBLIC HAVE HANDED UP TWO
4 EXHIBITS, EXHIBIT 'C' AND EXHIBIT 'D'. CENTRAL
5 MASONRY HAS HANDED UP PAGES 46 THROUGH 52, AND IT
6 APPEARS THAT THE CLAIMANT HAS HANDED UP PAGES 1
7 THROUGH 45.

8 BY MR. GALLAGHER:

9 COMMISSIONER, I'M SORRY. YOU MAY HAVE JUST
10 LOOKED AT THE FIRST INDEX. I -- I -- I SUBMITTED
11 163 PAGES OF SUBMISSIONS. SOME OF THEM WERE
12 SUPPLEMENTAL SUBMISSIONS AFTER THE ORIGINAL
13 SUBMISSIONS.

14 BY COMMISSIONER JAMES:

15 OKAY.

16 BY MR. GALLAGHER:

17 I HAVE SUPPLEMENTAL SUBMISSIONS AFTER PAGE 86,
18 BUT TOTAL PAGES ARE 163, 14 SEPARATE SUBMISSIONS,
19 UNLESS I HANDED YOU SOMETHING INCORRECT.

20 BY COMMISSIONER JAMES:

21 ALL RIGHT. AND I DID GO OFF OF THE INDEX.

22 BY MR. GALLAGHER:

23 I APOLOGIZE.

24 BY COMMISSIONER JAMES:

25 IT'S OBVIOUSLY THAT THE AMOUNT OF PAPER IS MORE

1 THAN THAT.

2 BY MR. GALLAGHER:

3 YES, MA'AM.

4 BY COMMISSIONER JAMES:

5 SO ---

6 BY MR. GALLAGHER:

7 THE SEPARATE INDEX IS FOR EACH SUPPLEMENTAL
8 SUBMISSION, AND I -- I CAN REINDEX THAT IF YOU -- IF
9 YOU ---

10 BY COMMISSIONER JAMES:

11 NO.

12 BY MR. GALLAGHER:

13 --- PREFER.

14 BY COMMISSIONER JAMES:

15 THAT'S FINE.

16 BY MR. GALLAGHER:

17 OKAY.

18 BY COMMISSIONER JAMES:

19 ALL RIGHT. THROUGH PAGE 163.

20 BY MR. GALLAGHER:

21 THANK YOU.

22 BY COMMISSIONER JAMES:

23 DOES ANYBODY ELSE HAVE ANY OTHER CORRECTIONS?

24 ALL RIGHT. ARE THERE ANY OBJECTIONS TO THE APAS? I

25 KNOW THERE IS AN OBJECTION TO THE JURISDICTION,

1 WHICH WE WILL GO OVER IN A MOMENT, BUT THIS --
2 SUFFICE IT TO SAY THAT THIS IS THE PROPER VENUE AND
3 JUDICIAL BODY TO MAKE THE DETERMINATIONS, AND ARE
4 THERE ANY OTHER ITEMS THAT ANYBODY HAS ANY
5 OBJECTIONS TO? ON BEHALF OF THE CLAIMANT?

6 BY MS. AMICK:

7 NONE, YOUR HONOR.

8 BY COMMISSIONER JAMES:

9 ON BEHALF OF CENTRAL MASONRY?

10 BY MR. HENDRIX:

11 NONE, YOUR HONOR.

12 BY COMMISSIONER JAMES:

13 ON BEHALF OF AMGUARD INSURANCE COMPANY?

14 BY MR. GALLAGHER:

15 NONE, YOUR HONOR.

16 BY COMMISSIONER JAMES:

17 ON BEHALF OF COLLINS AND OLD REPUBLIC?

18 BY MR. HEDLUND:

19 NONE, YOUR HONOR.

20 BY COMMISSIONER JAMES:

21 ON BEHALF OF SOUTH CAROLINA WORKERS'

22 COMPENSATION INSURANCE FUND -- UNINSURED FUND?

23 BY MS. GLOVER:

24 NONE.

25 BY COMMISSIONER JAMES:

1 ALL RIGHT. WITHOUT OBJECTION, THE COMMISSION
2 FILE BECOMES A PART OF THE RECORD WITH THE EXCEPTION
3 OF ANY SELF-SERVING DECLARATIONS AND UNSTIPULATED
4 MEDICAL REPORTS. THE CLAIMANT IS PRESENT TODAY,
5 SEEKING A FINDING OF COMPENSABILITY TO HIS RIGHT
6 WRIST AND PAYMENT OF PAST MEDICAL. WITH REGARDS TO
7 TEMPORARY TOTAL, HE INDICATES THAT HE IS SEEKING
8 TEMPORARY TOTAL FROM 12/03/2015 TO SEPTEMBER 28TH,
9 2016, MINUS \$600 IN CREDIT IN WHICH THE EMPLOYER HAS
10 PAID HIM. WITH REGARDS TO PERMANENCY, HE IS SEEKING
11 PERMANENCY TO HIS RIGHT ARM. PURSUANT TO A RELEASE
12 AND HIS TESTIMONY, IMPAIRMENT RATINGS THAT WE PLACE
13 INTO EVIDENCE. WITH REGARDS TO THE ISSUES AS FAR AS
14 THE DEFENSE, THERE ARE SEVERAL -- SEVERAL DEFENDANTS
15 THAT HAVE BEEN READ INTO THE RECORD. THE CLAIMANT
16 IS REQUESTING DURING DEPENDENCY OF THIS MATTER,
17 SHOULD IT BE APPEALED, THAT THE RESPONSIBILITY BE
18 DIVIDED AMONG THE POSSIBLE PARTIES THAT ARE
19 RESPONSIBLE FOR THE ACTION, AND THEY MAKE THAT
20 MOTION UNDER 42-9-430.

21 AS TO THE DEFENDANTS, IT IS AGREED THAT THE
22 GENERAL CONTRACTOR IN THIS MATTER IS COLLINS AND
23 ARNOLD, WHICH IS INSURED BY OLD REPUBLIC. THE
24 SUBCONTRACTOR IS CENTRAL. THERE IS A QUESTION AS TO
25 WHETHER THEY'RE INSURED BY AMGUARD, AND THERE ARE

1 SEVERAL ISSUES RAISED WITH REGARDS TO THAT
2 PARTICULAR ISSUE. AS TO THE QUESTION OF WHETHER
3 THERE IS EMPLOYMENT OR WHETHER THIS IS A COMPENSABLE
4 CLAIM, ALL OF THE DEFENDANTS DENY THAT -- THAT MR.
5 FELDER IS AN EMPLOYEE AND INDICATE THAT HE IS AN
6 INDEPENDENT CONTRACTOR. ALSO THERE IS A DENIAL AS
7 TO WHETHER THE POSSIBLE EMPLOYER CENTRAL MASONRY IS
8 SUBJECT TO THE ACT. THE ISSUES BETWEEN CENTRAL AND
9 AMGUARD REVOLVE AROUND THE POLICY, AND I'LL LET EACH
10 ONE OF THEM BRIEFLY STATE THAT, BUT BASICALLY,
11 AMGUARD INDICATES THAT THE POLICY DOES NOT COVER
12 UNDER THE PARTICULAR TERMS ANY EVENTS THAT OCCURRED
13 IN SOUTH CAROLINA, AND ALSO THERE IS AN ISSUE RAISED
14 ON BEHALF OF THE EMPLOYER CENTRAL MASONRY AS TO
15 WHETHER THERE IS ANY AGENCY THAT WOULD HAVE BOUND
16 AMGUARD AND MADE THEM RESPONSIBLE. THE PARTIES HAVE
17 WENT OVER THAT THOROUGHLY IN PRETRIAL. IT IS THE
18 POSITION OF CENTRAL MASONRY THAT THERE IS AGENCY.
19 IT IS THE POSITION OF AMGUARD THAT THERE IS NOT
20 AGENCY AND THAT THEY COULD NOT HAVE BEEN BOUND WITH
21 REGARDS TO SOUTH CAROLINA COVERAGE. THERE IS AN
22 ADDITIONAL ISSUE WITH THE UPSTREAM, AND IF IT IS
23 FOUND THAT THERE IS NO COVERAGE, THAT AMGUARD IS NOT
24 RESPONSIBLE,, THEN THE UPSTREAM EMPLOYER, COLLINS AND
25 ARNOLD, HAS INDICATED THAT THEY ARE RELYING UPON THE

1 PRODUCED CERTIFICATE OF INSURANCE UNDER 42-1-415 AND
2 67-415, AND THAT THEY SHOULD BE RELIEVED OF ANY
3 RESPONSIBILITY AND THAT THE FUND SHOULD BE
4 RESPONSIBLE. THE FUND TAKES THE POSITION THAT THIS
5 IS NOT THE CASE, AND THAT ALL OF THE REQUIREMENTS
6 PURSUANT TO THE STATUTE AND THE REGULATION HAVE NOT
7 BEEN MET, INCLUDING THE SOUTH CAROLINA ADDRESS OF
8 THE INSURED. ALL PARTIES ARE SEEKING, SHOULD THERE
9 BE A FINDING OF AN UPSTREAM OR SHOULD THERE BE A
10 FINDING THAT THE FUND IS RESPONSIBLE, IS SEEKING
11 INDEMNIFICATION AGAINST THE ACTUAL EMPLOYER. I
12 BELIEVE THAT'S SORT OF A SKINNY AS TO THE ISSUES.
13 THERE MAY BE SOME BLANKS THAT Y'ALL WANT TO FILL IN.

14 MS. AMICK, IS THERE ANYTHING ON BEHALF OF THE
15 CLAIMANT?

16 BY MS. AMICK:

17 NO, YOUR HONOR.

18 BY COMMISSIONER JAMES:

19 OKAY. WITH REGARDS TO THE POTENTIAL EMPLOYER,
20 CENTRAL MASONRY, IS THERE ANYTHING FURTHER ON THEIR
21 BEHALF AS FAR AS THE ISSUES?

22 BY MR. HENDRIX:

23 YOUR HONOR, I DON'T KNOW IF YOU WANT US TO GO
24 INTO ANY MORE DETAIL ON WHAT WE WERE HASHING OUT IN
25 THE PRETRIAL. I'LL BE GLAD TO DO THAT, IF YOU WISH.

1 AND I -- I THINK YOU'VE KIND OF STATED ---

2 BY COMMISSIONER JAMES:

3 OKAY.

4 BY MR. HENDRIX:

5 --- THE ISSUE, THE ULTIMATE ISSUES AND THE
6 DETAILS, OF COURSE, THAT HAVE TO BE GOTTEN INTO.
7 BUT I WOULD LEAVE THAT TO YOU. WHAT? DO YOU INTEND
8 TO SAY ANYTHING ELSE?

9 BY MR. GALLAGHER:

10 I -- I JUST WANTED TO CLARIFY, COMMISSIONER, ON
11 BEHALF OF AMGUARD. JUST FIRST OF ALL, OUR POSITION
12 ORIGINALLY THAT -- THAT MR. FELDER IS AN INDEPENDENT
13 CONTRACTOR; THEREFORE, NOT SUBJECT TO THE ACT AT
14 ALL. THAT WOULD BE THE END OF THE INQUIRY. I
15 BELIEVE THAT'S A JOINT POSITION OF ALL DEFENDANTS.
16 OUR SECOND POSITION, YOUR HONOR, WOULD BE THAT THERE
17 IS NO JURISDICTION IN SOUTH CAROLINA, BECAUSE
18 CENTRAL MASONRY DID NOT REGULARLY EMPLOY FOUR OR
19 MORE PEOPLE. IF THERE'S NO JURISDICTION IN SOUTH
20 CAROLINA, THEN OBVIOUSLY COVERAGE IN SOUTH CAROLINA
21 IS NOT APPLICABLE, AND THEN FINALLY, THAT THERE IS
22 NO COVERAGE REGARDLESS UNDER -- UNDER -- UNDER THE
23 FOUR CORNERS OF THE POLICY FOR THE REASONS WE
24 ELABORATED ON EARLIER, THAT I DON'T THINK WE NEED TO
25 REHASH HERE, UNLESS YOU CARE TO HEAR IT AGAIN. BUT

1 OBVIOUSLY, WE'VE SUBMITTED THE -- THE EXACT POLICY
2 LANGUAGE THAT WE ARE RELYING UPON FOR EXCLUDING
3 COVERAGE. COVERAGE AND -- AND OR AND JURISDICTION
4 ARE KIND OF INTER RELATED, BUT WE SUBMIT ON BEHALF
5 OF AMGUARD THAT -- THAT NEITHER APPLY HERE.

6 BY COMMISSIONER JAMES:

7 ALL RIGHT. AND AS FAR AS, NO, I DIDN'T NEED
8 FOR Y'ALL TO REARGUE OR TELL ME WHAT IS ACTUALLY IN
9 THE DOCUMENTS OR WHAT I MIGHT HEAR. BUT JUST TO
10 MAKE SURE THAT I'VE COVERED YOUR ISSUES TO PROTECT
11 THE RECORD, SO THAT WHATEVER YOU NEED ME TO MAKE A
12 DETERMINATION ON.

13 BY MR. HENDRIX:

14 I THINK WE HAVE IN GENERAL TERMS, GIVEN ---

15 BY COMMISSIONER JAMES:

16 OKAY.

17 BY MR. HENDRIX:

18 --- THE SKINNY OF THE ISSUES.

19 BY COMMISSIONER JAMES:

20 ALL RIGHT. MR. HEDLUND, IS THERE ANYTHING
21 FURTHER FROM COLLINS AND OLD REPUBLIC?

22 BY MR. HEDLUND:

23 THE ONLY THING I WOULD POINT OUT, COMMISSIONER,
24 IS THAT IN RESPONSE TO THE U.E.F.'s ARGUMENT THAT
25 THE SOUTH CAROLINA ADDRESS OF THE INSURED IS NOT

1 LISTED ON THE CERTIFICATE OF INSURANCE, IT'S BECAUSE
2 THERE IS NO SOUTH CAROLINA ADDRESS TO LIST; THEY ARE
3 A GEORGIA COMPANY. BOTH CENTRAL MASONRY AND MY
4 CLIENT, THE GENERAL CONTRACTOR COLLINS AND ARNOLD,
5 WHICH THEIR ADDRESS WAS LISTED, AS IS THE SPECIFIC
6 JOB SITE IN WHICH THE WORK WAS PERFORMED.

7 BY COMMISSIONER JAMES:

8 AND I BELIEVE THERE IS ONE OTHER ISSUE THAT I
9 DID NOT STATE CONCERNING THE ISSUE OF TENDERING,
10 THAT ALL PARTIES STIPULATE THAT THE PARTICULAR
11 CERTIFICATE OF INSURANCE THAT IS CONTAINED WITHIN
12 THE RECORD WAS TENDERED TO COLLINS AND ARNOLD; IS
13 THAT CORRECT?

14 BY MR. HENDRIX:

15 THAT'S CORRECT FROM ---

16 BY MR. GALLAGHER:

17 RIGHT.

18 BY MR. HENDRIX:

19 --- US.

20 BY MR. GALLAGHER:

21 THAT'S CORRECT FROM AMGUARD.

22 BY COMMISSIONER JAMES:

23 ALL RIGHT. SO THAT'S STIPULATED BY ALL
24 PARTIES. AND IS THERE ANYTHING FURTHER ON BEHALF OF
25 THE FUND?

1 BY MS. GLOVER:

2 NOTHING FROM THE FUND.

3 BY COMMISSIONER JAMES:

4 OKAY. MS. AMICK, IF YOU WILL. MR. FELDER, DO
5 YOU WANT TO COME FORWARD? ALL RIGHT. IF YOU'LL
6 RAISE YOUR RIGHT HAND FOR ME, PLEASE? DO YOU SWEAR
7 AND AFFIRM THE TESTIMONY YOU GIVE TODAY IS THE
8 TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH?

9 BY MR. FELDER:

10 I DO.

11 * * * * *

12 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE
13 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
14 MATTER HEREIN:

15 CALVIN ANTONIO FELDER,

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

18 BY COMMISSIONER JAMES:

19 ALL RIGHT. YOUR WITNESS, MA'AM.

20 DIRECT EXAMINATION BY MS. AMICK:

21 Q. MR. FELDER, CAN YOU STATE YOUR FULL NAME?

22 A. CALVIN ANTONIO FELDER.

23 Q. OKAY. AND IF YOU CAN SPEAK CLEARLY FOR THE COURT
24 REPORTER, SO SHE CAN TAKE EVERYTHING DOWN. AND ARE
25 YOU A SOUTH CAROLINA RESIDENT?

1 A. YES.

2 Q. OKAY. AND HOW OLD ARE YOU?

3 A. FORTY-EIGHT.

4 Q. WHAT'S YOUR DATE OF BIRTH?

5 A. [REDACTED]

6 Q. OKAY. AND HOW DID YOU COME TO WORK FOR CENTRAL

7 MASONRY?

8 A. A FRIEND OF MINE CAME AND TOLD THAT THEY WAS HIRING

9 UP AT THE KROGER -- KROGER CENTER. SO I WENT UP

10 THERE AND TALKED TO THE GUY, AND THEN HE HIRED ME

11 ON.

12 Q. OKAY. AND THE GUY, IS THAT MR. GALLARDO, WHO IS

13 HERE TODAY?

14 A. NO. IT WAS HIS BROTHER, SYLVAN.

15 Q. OKAY. AND WHAT -- WERE YOU HIRED FOR FULL-TIME

16 WORK?

17 A. YES.

18 Q. AND WHAT WAS YOUR WAGE?

19 A. FOR WHEN I GOT HIRED, I WAS MAKING TEN DOLLARS AN

20 HOUR.

21 Q. ALL RIGHT. DID THAT CHANGE AT ANY POINT?

22 A. YES. A WEEK OR TWO THEY CHANGED ME UP TO \$11, THEN

23 I GOT HURT, SO I NEVER RECEIVED IT.

24 Q. OKAY. AND WHEN YOU WERE WORKING FOR CENTRAL

25 MASONRY, WOULD THEY TELL YOU WHAT TO DO?

- 1 A. YES. AND THE MY JOB WAS TO SET UP THE BRICK
2 MASONRIES EVERY MORNING, PREPARE THEM TO DO FOR THE
3 DAY.
4 Q. OKAY. SO YOU WOULD MIX MORTAR FOR THEM?
5 A. YES.
6 Q. OKAY. AND TAKE IT OVER TO THEM?
7 A. THE FORKLIFT BRING IT IN, AND I JUST DISTRIBUTED IT
8 OUT TO THEM.
9 Q. OKAY. AND WAS THERE ANYTHING ELSE THAT NEEDED TO BE
10 DONE, THEY'D TELL YOU WHAT TO DO AND YOU'D DO IT?
11 A. YES.
12 Q. DID THEY PROVIDE YOU WITH ALL OF THE EQUIPMENT THAT
13 YOU NEEDED TO DO YOUR JOB EVERY DAY?
14 A. YES.
15 Q. DID YOU BRING ANY OF YOUR OWN EQUIPMENT TO THE JOB
16 SITE?
17 A. NOTHING BUT MY TAPE MEASURE.
18 Q. OKAY. AND -- AND HOW WERE YOU PAID?
19 A. BY CHECK.
20 Q. OKAY. AND WERE YOU PAID EACH WEEK?
21 A. YES.
22 Q. AND YOU WERE PAID FOR THE NUMBER OF HOURS THAT YOU
23 WORKED THAT WEEK?
24 A. YES.
25 Q. ALL RIGHT. AND YOU HADN'T BEEN WORKING FOR THEM

1 TERRIBLY LONG?

2 A. NO, MA'AM.

3 Q. BUT YOUR UNDERSTANDING WAS IS YOU WERE DOING A
4 PRETTY GOOD JOB?

5 A. YES.

6 Q. OKAY. IF YOU HADN'T HAVE BEEN DOING A GOOD JOB,
7 THEY WOULD HAVE FIRED YOU UNDOUBTEDLY?

8 A. YES.

9 Q. OKAY. DID THEY MENTION ANYTHING TO YOU ABOUT
10 CONTINUING TO WORK FOR THIS EMPLOYER?

11 A. YES. WHEN THE JOB HERE FINISHES, HE HAD ASKED ME TO
12 GO TO GEORGIA, MACON, GEORGIA WITH HIM TO DO A JOB.
13 AND FROM THERE, HE WAS GOING TO LOUISVILLE,
14 KENTUCKY.

15 Q. OKAY. AND WERE THEY GOING TO PROVIDE TRANSPORTATION
16 FOR YOU TO GO TO THAT JOB?

17 A. AT FIRST. BUT AFTER I GOT INJURED, SYLVAN TOLD ME
18 THAT I COULD STILL GO, BUT I HAVE TO FIND MY OWN
19 WAY.

20 Q. OKAY. BUT BEFORE YOU WERE INJURED, THEY WERE GOING
21 TO TAKE YOU THERE?

22 A. YES.

23 Q. AND THEY WERE GOING TO PROVIDE LODGING WHILE YOU DID
24 THE JOB THERE?

25 A. YES.

- 1 Q. OKAY. NOW, YOU WERE INJURED IN DECEMBER. WAS IT
2 DECEMBER 30TH OF LAST YEAR?
- 3 A. THAT'S RIGHT.
- 4 Q. OKAY. AND JUST BRIEFLY FOR THE COMMISSION, DESCRIBE
5 WHAT HAPPENED TO YOU THAT DAY.
- 6 A. I WAS UP ON THE -- ON THE ROOF. I WAS BUSTING HOLES
7 IN THE WALL WITH A SLEDGE HAMMER, AND I WENT TO HIT
8 THE WALL, AND THE HAMMER SLIPPED AND OUT OF MY HAND,
9 AND MY HAND HIT -- SMASHED UP AGAINST THE WALL. AND
10 SO THEN AFTER THAT, WE WAS GETTING READY TO -- IT
11 STARTED RAINING. SO I WAS COMING OFF THE ROOF,
12 COMING DOWN THE SCAFFOLD, AND I LIKE TRIPPED OVER
13 SOME LIKE DEBRIS THAT WAS ON THE SCAFFOLD AND CAUGHT
14 MYSELF AND I WENT ON DOWN AND WENT HOME -- AND WENT
15 ON HOME. I WENT ON THE PLOG (PHONETIC), WENT HOME.
- 16 Q. OKAY. AND WERE YOU -- DID YOU TELL ANYBODY ABOUT
17 YOUR -- WERE YOU HURT THAT -- AT THAT POINT WITH YOU
18 WRIST HURTING SOME?
- 19 A. IT ACHED A LITTLE BIT, BUT I MEAN IT WASN'T NOTHING
20 SERIOUS TO WORRY ABOUT RIGHT THEN.
- 21 Q. YOU WEREN'T WORRIED ABOUT IT AT THAT POINT, SO YOU
22 JUST WENT HOME?
- 23 A. THAT'S RIGHT.
- 24 Q. OKAY. AND DID THERE COME A POINT THAT EVENING WHEN
25 YOU DID GET WORRIED ABOUT IT?

1 A. IT STARTED ACHING WORSE ABOUT 12:30 THAT NIGHT,
2 TWELVE OR ONE O'CLOCK THAT NIGHT, SOMEWHERE IN
3 THERE. AND SO I GOT UP, AND I CALLED TIMMY, THAT
4 WAS THE -- THAT'S THE, YOU KNOW, SUPERVISOR OVER
5 THERE. I CALLED HIM AND TOLD HIM I WAS ON THE WAY
6 TO THE EMERGENCY ROOM, BECAUSE SOMETHING ABOUT MY
7 HAND DIDN'T FEEL RIGHT.

8 Q. OKAY.

9 A. AND WHEN I GOT THERE, THEY TOLD ME IT WAS BROKEN.

10 Q. OKAY. ALL RIGHTY. AND DID YOU ATTEMPT TO RETURN TO
11 WORK AT ANY POINT AFTER THAT?

12 A. I CAME BACK FOR A DAY.

13 Q. OKAY.

14 A. THEN THE DOCTOR TOOK ME ALL THE WAY OUT.

15 Q. OKAY. AND DR. UGINO SAID THAT YOU -- YOU -- YOU
16 COULDN'T RETURN TO THAT LINE AT WORK FOR AT LEAST
17 NOT AT THAT POINT IN TIME?

18 A. NOT THEN.

19 Q. OKAY. AND DID YOU GET ADDITIONAL MEDICAL TREATMENT;
20 YOU WENT TO A DR. UGINO AFTER THE HOSPITAL?

21 A. YES.

22 Q. THEY REFERRED YOU TO THE HOSPITAL?

23 A. NO. I WENT TO THE HOSPITAL ON MY OWN. THE HOSPITAL
24 REFERRED ME TO DR. UGINO.

25 Q. OKAY. AND DID YOU INITIALLY REPORT THIS TO AMGUARD?

1 A. NO.

2 Q. THE INSURANCE COMPANY?

3 A. NO.

4 Q. THE WORKERS' COMPENSATION PEOPLE?

5 A. NO, MA'AM.

6 Q. OKAY. BUT YOU DID REPORT IT TO YOUR EMPLOYER?

7 A. YES.

8 Q. ALL RIGHT. AND DID YOU RECEIVE SOME CORRESPONDENCE
9 FROM THE WORKERS' COMPENSATION CARRIER AT ONE POINT?

10 A. THEY SENT ME A LETTER OR SOMETHING.

11 Q. OKAY. ALL RIGHTY. AND YOU WENT TO DR. UGINO, AND
12 HOW DID YOU PAY FOR THAT?

13 A. I USED PERSONAL INSURANCE.

14 Q. OKAY. AND THAT'S INSURANCE THAT YOU HAVE THROUGH
15 YOUR WIFE?

16 A. YES.

17 Q. OKAY. AND WHAT TREATMENT DID DR. UGINO PROVIDE FOR
18 YOU?

19 A. WELL, HE HAD SURGERY. HE REMOVED THE BONE, AND HE
20 HAD TO FUSE THESE FOUR FINGERS (INDICATING) BACK
21 OVER TO THE THUMB AND ADDED A PLATE IN THERE.

22 Q. OKAY. AND WHEN DID YOU HAVE THAT SURGERY?

23 A. MARCH THE 24TH.

24 Q. MARCH 24TH OF 2016?

25 A. 2016.

- 1 Q. AND WHERE WAS THAT SURGERY PERFORMED?
2 A. PROVIDENCE NORTHEAST.
3 Q. OKAY. AND DID DR. UGINO ALSO RECOMMEND SOME
4 THERAPY?
5 A. YES.
6 Q. WERE YOU ABLE TO GET THAT THERAPY?
7 A. I COULDN'T AFFORD IT.
8 Q. OKAY. SO YOU WERE PAYING FOR THE COPAYMENTS FOR ALL
9 OF YOUR MEDICAL VISITS?
10 A. YES, MA'AM.
11 Q. OKAY. AND SINCE THIS INJURY, HAVE YOU WORKED
12 ANYWHERE ELSE?
13 A. NO, MA'AM.
14 Q. OKAY. AND WHAT ARE YOU DOING NOW?
15 A. I AM ATTENDING COLLEGE NOW, BUT IT'S CENTERIA
16 COLLEGE.
17 Q. OKAY. AND YOU'RE GETTING SOME RETRAINING?
18 A. YES, MA'AM.
19 Q. AND TO -- TO DO A DIFFERENT LINE OF WORK?
20 A. YES, MA'AM.
21 Q. OKAY. AND WHAT -- WHAT TRAINING ARE YOU SEEKING?
22 A. H-VAC, HEATING AND AIR.
23 Q. OKAY. ARE YOU RIGHT HANDED OR LEFT HANDED?
24 A. BOTH, REALLY.
25 Q. OKAY. AND CAN -- YOU'RE WEARING A WRIST BRACE RIGHT

1 NOW. IS THAT ---
2 A. THAT IS TO KEEP THE ---
3 Q. --- ON YOUR RIGHT?
4 A. KEEP THE PAIN ---
5 Q. CAN YOU REMOVE THAT FOR THE COMMISSION?
6 A. YEAH, I CAN TAKE IT OFF.
7 Q. AND CAN YOU SHOW THE COMMISSION HOW FAR YOU CAN BEND
8 YOUR WRIST?
9 A. (DEMONSTRATING) THAT'S IT RIGHT THERE.
10 Q. OKAY. HOW ABOUT BACKWARDS?
11 A. (DEMONSTRATING)
12 Q. THAT'S AS FAR BACK ---
13 A. SO IT'S RIGHT THERE.
14 Q. --- AS THAT RIGHT WRIST WILL GO?
15 A. THAT'S RIGHT.
16 Q. DO YOU HAVE PAIN IN THAT WRIST?
17 A. EVERY NOW AND THEN, IT -- IT SWELLS UP AND ---
18 Q. OKAY.
19 A. --- THOSE ARE.
20 Q. ARE YOU ABLE TO MAKE A FIST?
21 A. HALFWAY.
22 Q. OKAY.
23 A. THEY'RE TIGHT.
24 Q. ARE THERE TIMES WHEN PAIN COMES, IS IT WITH CERTAIN
25 ACTIVITIES OR AT TIMES WHEN IT'S WORSE THAN OTHER

- 1 TIMES?
- 2 A. WHEN THE WEATHER CHANGE, I MEAN IT GET COLD, IT GET
- 3 TO AGGRAVATING, IT GET THE PAIN FROM THEN. BUT DR.
- 4 UGINO SAYS THAT'S GOING TO HAPPEN.
- 5 Q. OKAY.
- 6 A. SO...
- 7 Q. ALL RIGHT. AND DOES IT AFFECT YOU ABILITY TO GET
- 8 DRESSED OR TIE YOUR SHOES?
- 9 A. MY SHOES, MY WIFE TIE MY SHOES SOMETIME.
- 10 Q. OKAY. AND ARE THERE OTHER ACTIVITIES THAT YOU USED
- 11 TO ENJOY THAT YOU CAN'T DO NOW?
- 12 A. MY WORK AND ---
- 13 Q. OTHER THAN WORK?
- 14 A. --- FISHING AND LIFTING, THAT'S -- THAT'S ABOUT IT.
- 15 Q. OKAY. DO YOU HAVE TROUBLE GRABBING THINGS WITH THAT
- 16 RIGHT HAND?
- 17 A. YES. I MEAN, I HAD -- THERE'S NO PERMANENT GRIP ON
- 18 IT. I CAN GET IT UP, BUT I HAVE TO GRAB MY LEFT
- 19 HAND, 'CAUSE IT'LL DROP.
- 20 Q. OKAY. DOES IT AFFECT YOUR ABILITY TO GET A GOOD
- 21 NIGHT'S SLEEP?
- 22 A. SOMETIME.
- 23 Q. OKAY. IS IT BECAUSE OF PAIN?
- 24 A. YES.
- 25 Q. OKAY. DO YOU THINK YOU COULD -- WELL, LET'S GO

1 BACK. WHEN YOU WORKED FOR CENTRAL MASONRY, WHAT WAS
2 YOUR JOB TITLE?
3 A. LABORER.
4 Q. A LABORER?
5 A. YES.
6 Q. AND IS THAT THE TYPE OF WORK YOU'VE ALWAYS DONE?
7 A. YES.
8 Q. OKAY.. COULD YOU RETURN TO WORK AS A GENERAL LABORER
9 RIGHT NOW WITH THE WAY YOUR HAND WORKS?
10 A. NO, MA'AM.
11 Q. OKAY. WOULD YOU LIKE ADDITIONAL THERAPY, FOR
12 EXAMPLE, IF YOU THOUGHT IF THAT MIGHT INCREASE YOUR
13 MOBILITY?
14 A. YES.
15 Q. OKAY. HOW HAVE THINGS BEEN FINANCIALLY SINCE THIS
16 INJURY HAPPENED?
17 A. VERY BAD. MY WIFE HAD TO GO TAKE ON A SECOND JOB,
18 SO.
19 Q. OKAY. SO YOUR WIFE IS WORKING TWO JOBS NOW?
20 A. YES.
21 Q. AND THAT'S THE ONLY INCOME COMING INTO YOUR
22 HOUSEHOLD IS WHAT YOUR WIFE BRINGS IN?
23 A. YES.
24 Q. OH. AND ARE YOU -- ARE YOU ASKING FOR THE
25 COMMISSION TO GRANT YOU A LUMP SOME IF SHE WERE TO

1 AWARD YOU PERMANENT PARTIAL DISABILITY FOR YOUR
2 WRIST?

3 A. YES.

4 BY MS. AMICK:

5 THANK YOU. NOTHING FURTHER.

6 BY COMMISSIONER JAMES:

7 CROSS ON BEHALF OF CENTRAL MASONRY.

8 CROSS-EXAMINATION BY MR. HENDRIX:

9 Q. MR. FELDER, MY NAME IS JOHN HENDRIX, AND I'M
10 REPRESENTING CENTRAL MASONRY TODAY. THERE ARE SOME
11 OTHER LAWYERS HERE REPRESENTING OTHER PEOPLE
12 INVOLVED IN THE CASE. I BELIEVE YOU'VE ALREADY SAID
13 THAT YOU WORKED AT LEAST ONE DAY AFTER THE INJURY?

14 A. YES.

15 Q. AND WHAT DAY WAS THAT? WAS THAT THE DAY IMMEDIATELY
16 FOLLOWING OR SEVERAL DAYS LATER OR WHAT?

17 A. NO. IT WAS SEVERAL DAYS LATER.

18 Q. AND AT SOME POINT IN TIME, DID YOU HAVE A
19 CONVERSATION WITH SOMEBODY WITH CENTRAL MASONRY
20 ABOUT COMING BACK TO WORK?

21 A. I CALLED SYLVAN AND ASKED IF I'M COMING BACK TO
22 WORK.

23 Q. AND WERE YOU TOLD TO COME BACK TO WORK AND ---

24 A. I CAME BACK THAT -- THAT ONE DAY. THEN THE NEXT DAY
25 THE DOCTOR TOOK ME COMPLETELY OUT.

1 Q. OKAY. WELL, WHEN THE DOCTOR SAID YOU CAN GO BACK TO
2 DO SOME KIND OF WORK, DID YOU EVER LET ANYBODY WITH
3 CENTRAL MASONRY KNOW THAT, AND WHAT DID THEY TELL
4 YOU? DID THEY TELL YOU "COME ON BACK AND WE'LL GIVE
5 YOU SOMETHING TO DO"?
6 A. THEY SAID THEY'D FIND ME SOMETHING TO DO.
7 Q. OKAY. BUT YOU DIDN'T GO BACK?
8 A. NO. 'CAUSE THE DOCTOR TOOK ME ALL THE WAY OUT.
9 Q. WELL, I'M TALKING ABOUT AFTER THE DOCTOR RETURNED
10 YOU TO ---
11 A. OH, WELL ---
12 Q. --- A LIGHT DUTY ASSIGN ---
13 A. I WORKED ONE DAY.
14 Q. OKAY. BUT YOU DID HAVE A CONVERSATION WITH SOMEBODY
15 AT CENTRAL MASONRY AFTER THE DOCTOR SAID YOU COULD
16 RETURN TO SOME KIND OF WORK, AND SOMEBODY WITH
17 CENTRAL MASONRY TOLD YOU, "YEAH, WE'LL FIND YOU
18 SOMETHING TO DO. COME BACK TO WORK"?
19 A. YES, I CAME BACK FOR THAT ONE DAY.
20 Q. BUT I'M TALKING ABOUT AFTER THAT. YOU DIDN'T GO
21 BACK AFTER THE ONE DAY, THAT WAS IT?
22 A. NO, 'CAUSE THE DOCTOR TOOK ME OUT AFTER THE ONE DAY.
23 Q. ALL RIGHT. I'M TALKING ABOUT -- LISTEN CAREFULLY TO
24 WHAT I'M ASKING YOU.
25 A. UH-HUH.

- 1 Q. AFTER THE DOCTOR SAID "YOU CAN GO BACK TO WORK AND
2 DO SOME KIND OF WORK, MAYBE LIGHT-DUTY WORK," ---
3 A. UH-HUH.
4 Q. --- DID YOU EVER CONTACT CENTRAL MASONRY AND TELL
5 THEM THE DOCTOR'S REDO -- RELEASED ME TO GO BACK TO
6 SOME KIND OF WORK; DID YOU EVER CALL THEM THEN?
7 THIS IS AFTER THE DOCTOR HAS TREATED YOU AND
8 RELEASED YOU TO GO BACK TO SOME KIND OF WORK?
9 A. YES, I CALLED. THAT'S HOW I GOT -- GOT TO COME BACK
10 AND WORK ONE DAY.
11 Q. OKAY. AND THEN YOU WENT BACK TO THE DOCTOR, AND HE
12 TOOK YOU OUT AGAIN?
13 A. THE DOCTOR TOOK ME OFF, ALL THE WAY OUT. I WORKED -
14 - I THINK I WORKED THAT THURSDAY, YEAH, THAT
15 THURSDAY. THEN THAT FRIDAY, THAT FRIDAY THE DOCTOR
16 TOOK ME ALL THE WAY OUT. AND THE NEXT FOLLOWING
17 WEEK I HAD TO GO BACK. THAT'S WHEN THEY WAS SETTING
18 UP FOR THE PROCEDURE FOR ME TO HAVE SURGERY.
19 Q. ALL RIGHT. WHAT I'M TRYING TO GET STRAIGHT -- AND
20 I'M NOT -- I DON'T THINK WE'RE COMMUNICATING EXACTLY
21 RIGHT. ONCE THE DOCTOR TREATED YOU FOR A WHILE, ---
22 A. UH-HUH.
23 Q. --- DID THERE COME A TIME WHEN THE DOCTOR SAID "YOU
24 CAN TRY TO GO BACK TO WORK"?
25 A. THEN I WENT BACK FOR THAT ONE DAY. THAT'S IT.

1 Q. AFTER THAT?

2 A. NO.

3 Q. DID HE EVER -- HE NEVER RELEASED -- TO YOUR
4 KNOWLEDGE, HE NEVER RELEASED YOU TO GO BACK TO WORK
5 AGAIN?

6 A. THE DOCTOR NEVER RELEASED ME TO GO BACK TO WORK
7 UNTIL APRIL OF THIS YEAR RIGHT HERE.

8 Q. OKAY. AND IN APRIL OF THE -- OF THIS YEAR, DID YOU
9 MAKE ANY CONTACT WITH CENTRAL MASONRY ABOUT COMING
10 BACK TO WORK?

11 A. NO, 'CAUSE THEY COULDN'T HAVE -- I DIDN'T KNOW WHERE
12 THEY WAS AT.

13 Q. OKAY. SO YOU DID NOT CALL THEM AND SAY "THE DOCTOR
14 HAS RELEASED ME TO GO BACK TO WORK. CAN I COME BACK
15 TO WORK"; THAT NEVER HAPPENED?

16 A. NO. BECAUSE I'VE BEEN ENROLLED IN SCHOOL.

17 Q. OKAY. AND YOU WERE ALREADY ENROLLED IN SCHOOL BY
18 THAT TIME?

19 A. YEAH, I ENROLLED IN SCHOOL THEN.

20 Q. OKAY. WHEN DID YOU ENROLL IN SCHOOL?

21 A. IN MAY.

22 Q. OKAY. BUT IN APRIL, YOU HAD ALREADY PLANNED TO GO
23 TO SCHOOL?

24 A. AND EXCUSE ME?

25 Q. DONE. YOU HAD ALREADY BY THE TIME THE DOCTOR WOULD

- 1 HAVE ---
- 2 A. I ENROLLED IN -- I ENROLLED IN COLLEGE IN MAY. LET
- 3 ME REWIND THAT BACK. I WENT BACK AND GOT MY HIGH
- 4 SCHOOL DIPLOMA IN MARCH.
- 5 Q. OKAY.
- 6 A. I STARTED COLLEGE IN MAY.
- 7 Q. OKAY. SO YOU WERE PLANNING TO MAKE A CHANGE ANYHOW?
- 8 A. AT SOME POINT IN TIME.
- 9 Q. YEAH. DURING YOUR PERIOD OF TIME, AND I KNOW IT WAS
- 10 NOT TOO LONG, WORKING FOR CENTRAL MASONRY, WERE
- 11 THERE TIMES WHEN Y'ALL WOULDN'T GET 40 HOURS IN A
- 12 WEEK BECAUSE OF WEATHER OR WHATEVER?
- 13 A. YES.
- 14 Q. OKAY. SO YOU GOT PAID TEN DOLLARS AN HOUR FOR MOST
- 15 OF THE TIME, ELEVEN DOLLARS AN HOUR FOR A PERIOD OF
- 16 TIME, AND YOU DIDN'T ALWAYS WORK 40 HOURS A WEEK,
- 17 SOMETIMES IT WAS LESS?
- 18 A. I NEVER RECEIVED A PAYMENT PAID FOR \$11.
- 19 Q. I'M SORRY.
- 20 A. AND WHEN I -- I GOT THE RAISE, I GOT HURT. SO I
- 21 NEVER RECEIVED A CHECK FROM THEM IN THAT AMOUNT.
- 22 Q. OKAY. YOU ONLY GOT TEN DOLLARS AN HOUR?
- 23 A. YES.
- 24 Q. AND -- AND THAT -- AND DURING THOSE WEEKS, THEY
- 25 WEREN'T ALWAYS 40 HOUR WEEKS?

1 A. NO.

2 Q. THEY WERE LESS THAN THAT SOMETIMES?

3 A. YES.

4 Q. OKAY. HOW MANY HOURS A WEEK DO YOU THINK YOU
5 AVERAGE WORKING, BECAUSE YOU DIDN'T OBVIOUSLY,
6 WOULDN'T HAVE WORKED THAT MANY HOURS?

7 A. AND LIKE ---

8 Q. YOU WOULDN'T WORK THAT MANY WEEKS FOR THEM. HOW
9 MANY -- WHAT WOULD YOU AVERAGE WORKING IF YOU -- IF
10 40 HOURS WAS WHAT YOU WOULD NORMALLY EXPECT TO WORK
11 AND YOU DIDN'T ALWAYS WORK 40 HOURS?

12 A. SOMETIMES 15 TO 20 HOURS.

13 Q. OKAY.

14 BY MR. HENDRIX:

15 I BEG THE COMMISSIONER'S INDULGENCE.

16 BY COMMISSIONER JAMES:

17 CERTAINLY.

18 BY MR. HENDRIX:

19 AND, COMMISSIONER, I THINK THAT'S ALL I HAVE AT
20 THIS TIME.

21 BY COMMISSIONER JAMES:

22 OKAY. CROSS ON BEHALF OF AMGUARD.

23 CROSS-EXAMINATION BY MR. GALLAGHER:

24 Q. I JUST HAVE A COUPLE OF QUESTIONS, MR. FELDER, REAL
25 QUICK. YOU TESTIFIED EARLIER THAT YOU WENT UP TO

1 THE KROGER ON CLEMSON ROAD WHERE THE WORK WAS BEING
2 DONE, AND THEY HIRED YOU RIGHT THEN AND THERE ON THE
3 SPOT; IS THAT CORRECT?

4 A. YES, SIR.

5 Q. YOU WERE NOT HIRED IN NORTH CAROLINA, WERE YOU?

6 A. NO, SIR.

7 Q. YOU WERE NOT HIRED IN THE STATE OF GEORGIA, WERE
8 YOU?

9 A. NO, SIR.

10 BY MR. GALLAGHER:

11 OKAY. THAT'S ALL THE QUESTIONS I HAVE.

12 BY COMMISSIONER JAMES:

13 ON BEHALF OF COLLINS AND OLD REPUBLIC. I HAVE
14 NO IDEA -- WE'RE OFF RECORD.

15 (OFF THE RECORD)

16 BY COMMISSIONER JAMES:

17 NOW THAT WE HAVE LIGHTS BACK ON, CROSS ON
18 BEHALF OF COLLINS AND OLD REPUBLIC.

19 BY MR. HEDLUND:

20 I JUST HAVE ONE QUICK QUESTION FOR MR. FELDER.

21 CROSS-EXAMINATION BY MR. HEDLUND:

22 Q. YOU WERE WORKING ON THE KROGER JOB ON CLEMSON ROAD
23 WHEN YOU WERE INJURED; IS THAT CORRECT?

24 A. YES, SIR.

25 Q. ALL RIGHT.

1 BY MR. HEDLUND:

2 THAT'S ALL I HAVE, COMMISSIONER. THANK YOU.

3 BY COMMISSIONER JAMES:

4 CROSS ON BEHALF OF THE FUND.

5 CROSS-EXAMINATION BY MS. GLOVER:

6 Q. MR. FELDER, ARE YOU TAKING ANY SORT OF MEDICATION?

7 A. NO, MA'AM.

8 Q. OKAY.

9 BY MS. GLOVER:

10 I DON'T HAVE ANYTHING FURTHER, COMMISSIONER.

11 BY COMMISSIONER JAMES:

12 REDIRECT?

13 BY MS. AMICK:

14 OKAY.

15 REDIRECT EXAMINATION BY MS. AMICK:

16 Q. MR. FELDER, AND AGAIN, THIS INJURY HAPPENED DECEMBER
17 30TH OF 2015, WHICH WAS AROUND THE HOLIDAY SEASON,
18 CORRECT?

19 A. YES, MA'AM.

20 Q. AND YOU HAD ONLY JUST STARTED WORKING THERE THAT
21 MONTH; IS THAT CORRECT?

22 A. YES, MA'AM.

23 Q. BUT YOU WERE HIRED AT FULL-TIME, AND ANY TIME YOU
24 DIDN'T WORK, YOU WORKED LESS THAN 40 HOURS WAS JUST
25 BECAUSE OF HOLIDAYS OR WEATHER?

1 A. YES.

2 Q. BUT YOU WERE PREPARED TO WORK 40 HOURS, AND -- AND
3 IF YOU HAD CONTINUED TO WORK WITH THEM, YOU WOULD
4 HAVE CONTINUED TO WORK 40 HOURS A WEEK?

5 A. YES, MA'AM.

6 Q. AND IF THEY HAD OFFERED YOU TO TRAVEL WITH THEM TO
7 GEORGIA, AS THEY HAD MENTIONED TO YOU PREVIOUSLY,
8 YOU WOULD HAVE GONE AND DONE THAT?

9 A. YES.

10 Q. AND WOULD HAVE WORKED FULL-TIME OR WHATEVER THEY
11 NEEDED YOU TO DO?

12 A. YES.

13 Q. ALL RIGHT. THANK YOU.

14 BY MS. AMICK:

15 NOTHING FURTHER.

16 BY COMMISSIONER JAMES:

17 ANY RECROSS?

18 BY MR. HENDRIX:

19 I DON'T THINK SO, YOUR HONOR. IS THAT IT?

20 BY MS. AMICK:

21 NO.

22 BY MR. GALLAGHER:

23 NO.

24 BY COMMISSIONER JAMES:

25 ALL RIGHT. YOU CAN STEP DOWN, SIR. ANY

1 FURTHER WITNESSES ON BEHALF OF THE CLAIMANT?

2 BY MS. AMICK:

3 NONE, YOUR HONOR.

4 BY COMMISSIONER JAMES:

5 WITNESSES ON BEHALF OF CENTRAL MASONRY?

6 BY MR. HENDRIX:

7 WE CALL MAX GALLARDO TO THE STAND.

8 BY COMMISSIONER JAMES:

9 MR. GALLARDO, CAN YOU SPELL YOUR LAST NAME FOR
10 ME, PLEASE, SIR?

11 BY MR GALLARDO:

12 G-A-L-L-A-R-D-O. GALLARDO.

13 BY COMMISSIONER JAMES:

14 ALL RIGHT. IF YOU'D RAISE YOUR RIGHT HAND FOR
15 ME, PLEASE? DO YOU AFFIRM THE TESTIMONY YOU GIVE
16 TODAY IS THE TRUTH?

17 BY MR GALLARDO:

18 YES, MA'AM.

19 * * * * *

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

23 MAX GALLARDO,

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

1 BY COMMISSIONER JAMES:

2 ALL RIGHT. YOUR WITNESS, SIR.

3 DIRECT EXAMINATION BY MR. HENDRIX:

4 Q. MR. GALLARDO, DO YOU OWN AND OPERATE CENTRAL
5 MASONRY?

6 A. YES, SIR.

7 Q. AND AS A PART OF YOUR JOB AS OWNER -- AS THE OWNER
8 AND OPERATOR OF CENTRAL MASONRY, DID YOU HAVE AN
9 OPPORTUNITY TO DO SOME WORK IN SOUTH CAROLINA?

10 A. YES, SIR.

11 Q. NOW, BEFORE THAT, I BELIEVE YOU HAD ALREADY
12 ESTABLISHED YOURSELF IN GEORGIA AS A MASONRY
13 CONTRACTOR; IS THAT CORRECT?

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

15 Q. TELL THE COMMISSIONER A LITTLE BIT ABOUT THAT. HOW
16 LONG HAVE YOU BEEN A MASONRY CONTRACTOR IN GEORGIA,
17 APPROXIMATELY?

18 A. IT'S BEEN A WHILE. MAYBE 16, SOME YEARS.

19 Q. OKAY. AND DID THE OPPO -- WHAT OPPORTUNITY CAME
20 ABOUT FOR YOU TO WORK IN SOUTH CAROLINA; WAS IT
21 THROUGH COLLINS, OR -- OR HOW DID YOU COME ABOUT
22 WORKING IN SOUTH CAROLINA?

23 A. THE WAY THAT WE BID THE PROJECT IS THAT WE BID ON
24 THE PROJECTS AND ALL DEPENDS ON WHAT STATE THE JOB
25 IS TO, YOU KNOW, HOW WE GET IT. AND, YEAH, WE GET

1 IT THROUGH COLLINS AND ARNOLD.

2 Q. OKAY. SO THE WORK THAT YOU DID IN SOUTH CAROLINA AT
3 LEAST UP UNTIL THE POINT THAT MR. FELDER WOULD HAVE
4 GOTTEN INJURED, WOULD HAVE BEEN THROUGH COLLINS AND
5 ARNOLD?

6 A. FOR THAT PARTICULAR JOB, YES.

7 Q. OKAY. YOU -- YOU WORK FOR OTHER CONTRACTORS AS
8 WELL?

9 A. YES, SIR.

10 Q. OKAY. WHEN YOU WERE -- GOT THE -- WON THE CONTRACT,
11 I GUESS IS AN APPROPRIATE TERM, YOU GOT THE CONTRACT
12 FROM COLLINS AND ARNOLD TO WORK ON THE KROGER IN
13 COLUMBIA, DID IT EVER COME ABOUT THAT THEY ASKED YOU
14 TO GET A CERTIFICATE OF INSURANCE FOR YOU TO PROVIDE
15 TO THEM SHOWING THAT YOU HAD VARIOUS KINDS OF
16 INSURANCE COVERAGE INCLUDING WORKERS' COMPENSATION
17 COVERAGE?

18 A. YES, SIR. AS PART OF A -- I CAN BE WORKING FOR,
19 LET'S SAY, FOR A LONG TIME FOR COLLINS AND ARNOLD,
20 AND THEY WILL NOT ALLOW US TO START ANY WORK WITHOUT
21 HAVING THE PROPER COVERAGE.

22 Q. OKAY. AND I BELIEVE THAT THERE'S A LADY THAT WORKS
23 FOR CENTRAL MASONRY NOW, NOW KNOWN AS MS. SANDRA
24 STURKEY?

25 A. UH-HUH.

1 Q. AND I BELIEVE SHE'S OUT IN THE WAITING AREA.

2 A. YES.

3 Q. AND WAS SHE THE ONE WITH -- THE PERSON WITH CENTRAL
4 MASONRY WHO ACTUALLY GOT THE INSURANCE COVERAGE FOR
5 CENTRAL MASONRY?

6 A. YES, SIR.

7 Q. OKAY. WE'LL LET HER TALK ABOUT THAT. DID YOU GIVE
8 A CERTIFICATE OF COVERAGE?

9 **BY MR. HENDRIX:**

10 AND, YOUR HONOR, I'M REFERRING TO WHAT I THINK
11 IS OUR EXHIBIT 1 TO OUR APA. THAT'S THE CERTIFICATE
12 OF COVERAGE ON THE ACCORD FORM THAT WAS PROVIDED TO
13 COLLINS AND ARNOLD.

14 **DIRECT EXAMINATION RESUMED BY MR. HENDRIX:**

15 Q. DID YOU GET THROUGH MS. STURKEY AND THROUGH THE
16 LLOYD PRO GROUP IN -- IN GEORGIA, A CERTIFICATE OF
17 COVERAGE, SHOWING THAT YOU HAD VARIOUS KINDS OF
18 INSURANCE COVERAGE INCLUDING WORKERS' COMPENSATION
19 COVERAGE, AND DID YOU PROVIDE THAT TO COLLINS AND
20 ARNOLD?

21 A. YES, SIR. THE WAY THAT THEY -- THEY ALWAYS DO IT IS
22 THAT THEY ASK THE AGENCY, THE -- OUR INSURANCE
23 AGENCY, TO PROVIDE DIRECT TO THEM. SO EVERY TIME
24 THAT WE ASK FOR CERTIFICATE OF INSURANCE, LLOYD, IN
25 THIS CASE OUR AGENT IS THE ONE THAT PROVIDES THAT TO

1 THE, YOU KNOW, CONTRACTOR.

2 Q. AND WHEN YOU'RE REFERRED TO YOUR AGENT, YOU'RE
3 TALKING ABOUT THE LLOYD PRO GROUP?

4 A. YES, SIR.

5 Q. ALL RIGHT. AS FAR AS YOU KNOW, AND I KNOW YOU'RE
6 NOT A LAWYER AND YOU DON'T KNOW THE TECHNICALITIES
7 OF ALL OF IT, BUT AS FAR AS YOU KNOW, LLOYD PRO
8 GROUP WAS YOUR INSURANCE AGENCY?

9 A. YES, SIR.

10 Q. AND THAT WAS PROVIDED DIRECTLY TO COLLINS AND ARNOLD
11 BY THE LLOYD PRO GROUP?

12 A. YES, SIR.

13 Q. DID YOU HIRE DIRECTLY MR. FELDER, OR DID YOUR
14 BROTHER, OR DO YOU KNOW EXACTLY?

15 A. MY BROTHER.

16 Q. OKAY.

17 A. HE'S ON THE FIELD.

18 Q. OKAY. NOW, I BELIEVE THAT YOU FOLKS HAD NOT PLANNED
19 ON HAVING TO USE YOUR DIRECT EMPLOYEES ON THE KROGER
20 JOB; IS THAT CORRECT?

21 A. THAT'S CORRECT, SIR.

22 Q. BUT WHEN DECEMBER OF 2015 ROLLED AROUND, IS IT TRUE
23 THAT FOR WHATEVER REASON THE MAIN SUBCONTRACTOR
24 UNDER YOU, ATLANTA MASONRY, WAS NOT ABLE TO PROVIDE
25 ENOUGH WORKERS TO KEEP THE JOB GOING EFFICIENTLY?

- 1 A. YES, SIR. AND THAT'S -- ADDING TO THAT, I BELIEVE
2 THERE WAS A LOT OF RAIN THAT PERIOD OF TIME. IF YOU
3 GUYS CAN REMEMBER THERE WAS A FLOOD AND EVERYTHING.
4 Q. THERE WAS IN OCTOBER AND ALL?
5 A. YEAH. THAT PUT THE JOB BEHIND SCHEDULE.
6 Q. ALL RIGHT. WELL, SPEAKING OF THAT, DO YOU HAVE ANY
7 IDEA HOW MANY -- THIS GOES ALONG WITH WHAT MR.
8 FELDER TESTIFIED. DO YOU HAVE ANY IDEA HOW MANY
9 WEEKS HE WORKED AND WHAT HE -- WHAT HOURS HE WORKED
10 EACH WEEK?
11 A. CAN YOU REPEAT THE QUESTION? I'M NOT ---
12 Q. YEAH. AND I -- AND I APOLOGIZE. DON'T -- LET ME
13 EXPLAIN TO YOU. YOU'RE DOING A GREAT JOB, BUT IF
14 YOU DON'T UNDERSTAND WHAT I'M ASKING YOU, OR IF I'M
15 WILLING -- WILLING TO SAY WHAT ANYBODY ELSE ASKS
16 YOU, ASK THEM TO EXPLAIN IT. YOU'RE DOING EXACTLY
17 WHAT YOU'RE SUPPOSED TO DO WHEN YOU DO THAT. DO YOU
18 HAVE WITH YOU ANY RECORDS OF THE PAYROLL THAT WAS
19 PAID TO MR. FELDER?
20 A. YES, SIR. I HAVE THE TIME SHEETS.
21 Q. AND CAN YOU TELL THE COMMISSIONER WHAT WEEKS HE
22 WORKED AND HOW MANY HOURS HE WORKED FOR THOSE WEEKS
23 THAT HE DID WORK BEFORE HIS INJURY?
24 A. YES, SIR.
25 Q. COULD YOU DO THAT FOR US?

1 A. SURE. IT LOOKS LIKE HE STARTED TO WORK WITH US --
2 HOLD ON (PERUSING DOCUMENTS). GOT ANOTHER ONE.

3 BY MS. AMICK:

4 YOU ARE -- ARE YOU --

5 BY THE WITNESS:

6 JUST GIVE ME A MOMENT.

7 BY MS. AMICK:

8 I WOULD OBJECT. ARE THESE PART OF THE APAS?

9 ARE THEY ---

10 BY MR. HENDRIX:

11 THEY'RE NOT PART OF THE APAS. AND PART OF THAT
12 IS BECAUSE IT WAS NOT MY UNDERSTANDING THAT WAS THE
13 PURPOSE OF THIS HEARING, BUT I THINK HE OUGHT TO BE
14 ALLOWED TO TESTIFY TO THIS FROM HIS BUSINESS
15 RECORDS.

16 BY COMMISSIONER JAMES:

17 I'LL ALLOW HIM TO DO SO, IF YOU NEED TO --
18 BECAUSE OF -- OF THE WAY THAT WE STARTED, IF YOU
19 NEED TO LOOK AT THIS BEFORE HIS TESTIMONY, I'LL
20 ALLOW IT. I'LL ALLOW YOU TO DO SO.

21 BY MS. AMICK:

22 WELL, I'M ---

23 BY COMMISSIONER JAMES:

24 LET'S GO OFF RECORD FOR JUST A MOMENT.

25 (OFF THE RECORD)

1 BY COMMISSIONER JAMES:

2 ALL RIGHT. WE'VE HAD A SMALL OFF THE RECORD
3 DISCUSSION. THE PARTIES ARE GOING TO PROCEED WITH
4 THE QUESTIONING, AND MS. AMICK WILL BE ALLOWED
5 CROSS-EXAMINATION, AN OPPORTUNITY TO RESPOND IN ANY
6 WAY THAT SHE SEES NECESSARY. ALL RIGHT.

7 DIRECT EXAMINATION RESUMED BY MR. HENDRIX:

8 Q. GO AHEAD.

9 A. YES, SIR. HE STARTED TO WORK ON THE WEEK OF
10 DECEMBER. HE STARTED TO WORK THE 9, DECEMBER THE 9,
11 WHICH WAS A WEDNESDAY THROUGH FRIDAY. HE WORKED
12 TWENTY-THREE-AND-A-HALF HOURS.

13 Q. HOW MANY?

14 A. TWENTY-THREE-AND-A-HALF HOURS.

15 Q. TWENTY-THREE-AND-A-HALF HOURS?

16 A. YES, SIR.

17 Q. OKAY.

18 A. THE ---

19 BY COMMISSIONER JAMES:

20 I'M SORRY, SIR. WAS THAT FOR A WEEK?

21 BY THE WITNESS:

22 HE WORKED FOR THREE DAYS THAT WEEK, BECAUSE HE
23 STARTED TO WORK ON -- ON A WEDNESDAY.

24 BY THE WITNESS:

25 OKAY. SO THREE DAYS FOR 23 HOURS?

1 BY THE WITNESS:

2 TWENTY-THREE-AND-A-HALF HOURS.

3 BY COMMISSIONER JAMES:

4 OKAY. THANK YOU.

5 THE WITNESS RESUMES ANSWER:

6 A. THE FOLLOWING WEEK HE WORKED 25 HOURS IN -- IN FOUR
7 DAYS OF WORK THAT HE SHOW UP, THAT'S DECEMBER 14 TO
8 DECEMBER 18. THE FOLLOWING WEEK TO THAT IS HE JUST
9 SHOW UP TO WORK FOR ONE DAY; HE WORKED FOR SIX
10 HOURS. THAT WAS DECEMBER 21ST. AND THEN THE
11 FOLLOWING WEEK MR. FELDER WORKED ELEVEN-AND-A-HALF
12 HOURS.

13 DIRECT EXAMINATION RESUME BY MR. HENDRIX:

14 Q. ELEVEN-AND-A-HALF?

15 A. YES, SIR.

16 Q. OKAY.

17 A. AND THAT'S WHEN THE INJURY HAPPENED ON THE 30, THAT
18 HE WAS ---

19 Q. THAT WAS THE WEEK OF THE INJURY?

20 A. THAT'S THE WEEK OF THE INJURY.

21 Q. OKAY.

22 A. YES, SIR.

23 Q. DO -- DID HE WORK ANY MORE AFTER THAT?

24 A. HE DID WORK AFTER. AFTER THAT, HE MISSED ONE WEEK,
25 BUT THE FOLLOWING WEEK HE COME BACK TO WORK.

1 Q. HOW MANY WEEKS -- HOW MANY HOURS DID HE WORK THAT
2 WEEK?

3 A. OKAY. AND HOLD ON A SECOND. HE WORKED SIXTEEN-AND-
4 A-HALF HOURS.

5 Q. OKAY.

6 A. AND THAT'S THE ONLY WEEK THAT HE WORKED. AFTER
7 THAT, HE DIDN'T SHOW UP TO WORK.

8 Q. ALL RIGHT. DID HE PROVIDE YOU WITH ANY DOCTORS
9 STATEMENTS OR ANYTHING TELLING YOU WHY HE WAS OUT OF
10 WORK THAT YOU CAN RECALL?

11 A. I BELIEVE HE BROUGHT A NOTE THAT HE WAS NOT ALLOWING
12 TO COME BACK TO WORK, BUT I CANNOT REMEMBER IF IT
13 WAS BEFORE THE WEEK OR AFTER THE WEEK.

14 Q. BEFORE THE WEEK THAT HE MISSED OR AFTER THE WEEK
15 THAT HE MISSED; IS THAT WHAT YOU'RE SAYING?

16 A. YES.

17 Q. OKAY.

18 A. YES, SIR.

19 Q. SO YOU THINK YOU SAW A DOCTORS NOTE, BUT YOU DON'T
20 KNOW WHAT TIME FRAME THAT WAS, WHETHER THAT WAS
21 AFTER THE WEEK HE WORKED 16 HOURS?

22 A. CORRECT.

23 Q. OR BEFORE THAT?

24 A. CORRECT.

25 Q. OKAY. DID HE EVER HAVE ANY CONVERSATION WITH YOU OR

1 TO YOUR KNOWLEDGE ANYONE WITH CENTRAL MASONRY
2 REQUESTING TO COME BACK TO WORK ONCE THE DOC --
3 DOCTOR HAD RELEASED HIM?

4 A. YES, SIR. HE CALLED ME ONE NIGHT, ASKED ME TO IF HE
5 CAN COME BACK TO WORK, AND I SAY, "YES, YOU CAN SHOW
6 UP TO WORK." I THINK HE CALLED ME LIKE MID-WEEK. I
7 TOLD HIM HE COULD COME BACK TO WORK THAT WEEK, AND
8 HE SAID HE WAS GOING TO COME BACK TO WORK ON MONDAY,
9 BUT HE NEVER CALLED ME BACK AGAIN.

10 Q. AND HE NEVER SHOWED UP?

11 A. NO, SIR.

12 Q. OKAY. AND YOU DIDN'T HEAR ANY MORE FROM HIM?

13 A. NO, SIR.

14 Q. OKAY. DID YOU RELY ON THE CERTIFICATE OF INSURANCE
15 COVERAGE TO BELIEVE THAT YOU HAD INSURANCE COVERAGE,
16 WORKERS' COMPENSATION INSURANCE COVERAGE WHILE YOU
17 WERE DOING THE JOBS IN -- IN SOUTH CAROLINA?

18 A. DEFINITELY. YES, SIR.

19 Q. AFTER HIS INJURY AND ALL OF THE PROBLEMS THAT CAME
20 UP, DID YOU MAKE OTHER ADDITIONAL EFFORTS TO GET
21 INSURANCE COVERAGE, WORKERS' COMPENSATION INSURANCE
22 COVERAGE FOR THE STATE OF SOUTH CAROLINA?

23 A. YES, SIR.

24 Q. AND DID YOU GET IT?

25 A. YES, WE DID.

- 1 Q. AND WAS THE FORM THAT WAS SENT ESSENTIALLY THE SAME
2 FORM, NUMBERS MAY HAVE BEEN DIFFERENT, BUT
3 ESSENTIALLY THE SAME FORM THAT YOU GOT THAT YOU GAVE
4 TO COLLINS AND ARNOLD?
- 5 A. YES, SIR. THE SAME. SHARED THE SAME PAPER.
- 6 Q. EVERYTHING THE SAME -- TO YOU AS A LAYMAN, IT LOOKED
7 THE SAME?
- 8 A. YEAH, THE SAME. YES, SIR.
- 9 Q. OKAY. YOU HAD NO WAY OF KNOWING THERE WAS ANY
10 DIFFERENCE IN THE TWO?
- 11 A. NO, SIR.
- 12 Q. OKAY. IS IT COMMON TO FROM YOUR EXPERIENCE AS AN
13 EMPLOYER THAT THERE A -- AN AUDIT DONE AT THE END OF
14 THE YEAR OR AT SOME APPOINTED TIME WHERE THE -- YOUR
15 ACCOUNTANT PROVIDES TO THE INSURANCE COMPANY AN
16 AUDIT SHOWING HOW MUCH PAYROLL YOU HAD FOR GEORGIA
17 OR SOUTH CAROLINA OR THINGS LIKE THAT, THAT THEY
18 USED TO HELP DETERMINE WHAT YOUR WORKERS'
19 COMPENSATION RATE SHOULD BE?
- 20 A. YES, THEY DO AUDITS.
- 21 Q. OKAY. AND YOU EXPECTED THAT TO BE DONE IN THIS
22 CASE; IS THAT CORRECT?
- 23 A. THAT'S CORRECT. YES.
- 24 Q. NOW, I BELIEVE THAT -- THAT YOU STARTED OUT NOT
25 ANTICIPATING THAT THERE WOULD -- YOU WOULD NEED YOUR

- 1 OWN CENTRAL MASONRY WORKERS WORKING ON THE KROGER
2 JOB; IS THAT CORRECT?
- 3 A. CAN YOU ASK ME AGAIN, PLEASE?
- 4 Q. OH, SURE. WHEN YOU FIRST WON THE BID ---
- 5 A. UH-HUH.
- 6 Q. --- TO DO THE KROGER JOB IN COLUMBIA, ---
- 7 A. UH-HUH.
- 8 Q. --- DID YOU THINK YOU WERE GOING TO USE ONLY THE
9 ATLANTA MASONRY EMPLOYEES, THAT'S THE PEOPLE YOU
10 SUBCONTRACTED THAT JOB TO, OR DID YOU ANTICIPATE
11 THAT YOU WOULD USE ANY OF YOUR OWN; DO YOU
12 UNDERSTAND WHAT I'M ASKING YOU NOW?
- 13 A. YES. I BELIEVE, I -- I GOT IT THIS TIME. NO. I --
14 MOST OF THE TIME WE SUBBED IT OUT. I USED
15 SUBCONTRACTORS, AND I SUBBED IT OUT TO ATLANTA
16 MASONRY. AND THAT'S NOT THE NAME OF THE
17 SUBCONTRACTOR, BUT LET'S PUT IT AT FROM ATLANTA.
- 18 Q. OKAY.
- 19 A. YEAH. THEY -- I HAD SUBS CONTRACTOR ON THE PROJECT.
- 20 Q. OKAY..
- 21 A. I DON'T KNOW IF THAT WAS THE QUESTION.
- 22 Q. WELL, BUT DID YOU EXPECT TO USE ANY DIRECT EMPLOYEES
23 OF -- OF -- OF CENTRAL MASONRY ON THE JOB, OR WAS
24 THAT SOMETHING THAT CAME UP LATER?
- 25 A. IT CAME UP LATER, BUT I WASN'T INTENDING TO USE ANY.

1 Q. YOU -- YOU WEREN'T INTENDING TO USE THEM?

2 A. NO, SIR.

3 Q. THE CIRCUMSTANCES OF THE JOB REQUIRED YOU TO DO IT?

4 A. YES, SIR.

5 Q. OKAY. HOW MANY EMPLOYEES, DIRECT EMPLOYEES OF
6 CENTRAL MASONRY DID YOU HAVE ON THE JOB AT THE
7 KROGER SITE? I MEAN, YOUR DIRECT CENTRAL MASONRY
8 EMPLOYEES NOW.

9 A. UH-HUH. OKAY. AS OF -- I WANT TO SAY SOMETHING,
10 'CAUSE BESIDE -- BEFORE ANSWERING. FOR ACCOUNTING
11 PURPOSES IN GEORGIA, WHEN WE PAY THE GUYS OR THE
12 PEOPLE WITH 1099, FOR ACCOUNTING PURPOSES THEY ARE
13 NOT EMPLOYEES.

14 Q. RIGHT.

15 A. SO FOR, YOU KNOW, THAT PURPOSE, I WILL SAY THAT I
16 DIDN'T HAVE NO EMPLOYEES, BUT AS HAVING PEOPLE
17 DIRECTLY WORKING, YOU KNOW, AND WE TELLING WHAT TO
18 DO, WE HAD PROBABLY -- I'VE GOT A TIME SHEET OVER
19 HERE -- IN SOME POINTS MAYBE WE HAVE SIX, SEVEN,
20 EIGHT GUYS.

21 Q. OKAY. NOW, YOU SAY THE -- THE GENERAL CONTRACTOR,
22 WAS MR. FELDER LISTED FOR ACCOUNTING PURPOSES BY
23 CENTRAL MASONRY AS A -- AS A SUBCONTRACTOR?

24 A. FOR ACCOUNTING PURPOSES, YES, SIR.

25 Q. THAT'S SOMETHING YOUR ACCOUNTANT INSTRUCTED YOU TO

- 1 DO?
- 2 A. YES. WE ASK THEM, YOU KNOW, A FEW TIMES, AND THAT'S
- 3 WHAT THEY SAID, YES.
- 4 Q. OKAY. NOW, WAS MR. -- WAS MR. FELDER PAID BY THE
- 5 HOUR?
- 6 A. YES, SIR.
- 7 Q. OKAY. AND DID YOU GUYS TELL HIM WHEN TO -- WHEN TO
- 8 SHOW UP AT THE JOB AND WHAT TO DO, YOU HAVE THE
- 9 RIGHT TO DO THAT?
- 10 A. YES, SIR.
- 11 Q. OKAY.
- 12 A. YES.
- 13 Q. DID YOU, AS THE OWNER OF CENTRAL MASONRY, DO ALL
- 14 THAT YOU KNEW TO DO TO MAKE SURE THAT YOU HAD
- 15 WORKERS' COMPENSATION COVERAGE IN THE STATE OF SOUTH
- 16 CAROLINA WHEN YOU STARTED THE KROGER JOB IN
- 17 COLUMBIA?
- 18 A. I DON'T KNOW IF I UNDERSTAND CORRECTLY, BUT AS FAR
- 19 AS I GETTING COVERAGE, I THOUGHT I WAS COVERED,
- 20 SINCE I SAW THE CERTIFICATE OF INSURANCE LISTED, AND
- 21 SPECIFICALLY THE NAME OF THE PROJECT AND THE
- 22 ADDRESS, THE PHYSICAL ADDRESS FOR THE PROJECT. SO I
- 23 THOUGHT I WAS, YOU KNOW, COVERED.
- 24 Q. OKAY.
- 25 A. I DON'T KNOW IF THAT'S WHAT YOU ASKED.

1 Q. I THINK IT'S CLOSE ENOUGH. THANK YOU.

2 BY MR. HENDRIX:

3 PLEASE, ANSWER ANY QUESTIONS ANY OF THE OTHER
4 FOLKS MAY HAVE FOR YOU.

5 BY COMMISSIONER JAMES:

6 CROSS ON BEHALF OF THE CLAIMANT?

7 BY MS. AMICK:

8 YES. THANK YOU.

9 CROSS-EXAMINATION BY MS. AMICK:

10 Q. GOOD AFTERNOON, MR. GALLARDO. AGAIN, I'M PAULA
11 AMICK, AND I REPRESENT MR. FELDER IN HIS WORKERS'
12 COMPENSATION CLAIM. NOW, YOU -- YOU BID ON THIS JOB
13 IN RICHLAND COUNTY, AND IT WAS A PRETTY BIG JOB AT
14 THAT CONSTRUCTION SITE AT KROGER; IS THAT CORRECT?

15 A. IF IT WAS BID, THAT WAS THE QUESTION?

16 Q. THAT WAS YOUR -- YOUR BID, YOU BID, YOU GOT THAT
17 JOB?

18 A. YES.

19 Q. CENTRAL MASONRY GOT THAT JOB?

20 A. YES, MA'AM. WE GOT THE JOB.

21 Q. TO DO A LOT OF MASONRY WORK AROUND THAT NEW
22 CONSTRUCTION?

23 A. TO DO ALL THE MASONRY WORK FOR THE PROJECT, YES,
24 MA'AM.

25 Q. OKAY. AND YOU STATED YOU HAD AT LEAST SIX, SEVEN,

1 OR EIGHT FOLKS THAT WERE DIRECTLY UNDER YOUR CONTROL
2 TO -- TO COMPLETE THE WORK THAT YOU HAD CONTRACTED
3 OR SIGNED A CONTRACT TO PERFORM; IS THAT CORRECT?

4 A. THAT'S CORRECT.

5 Q. OKAY. AND MR. FELDER, YOU -- HE WAS HIRED AT THE
6 JOB SITE BECAUSE YOU NEEDED EXTRA PEOPLE TO WORK; IS
7 THAT CORRECT?

8 A. THAT'S CORRECT. YES.

9 Q. AND HE WAS -- HE WAS AN EMPLOYEE FOR ALL INTENTS AND
10 PURPOSES. HE MIGHT HAVE BEEN A 1099, BUT HE WAS
11 PERFORMING WORK THAT YOU NEEDED HIM TO PERFORM; IS
12 THAT CORRECT?

13 A. THAT'S CORRECT.

14 Q. HE WASN'T A -- THERE WASN'T A SEPARATE BID WHERE YOU
15 SAID YOU DO THIS PORTION AND I DON'T CARE HOW YOU
16 GET IT DONE, BUT JUST GET THIS PORTION DONE, THAT
17 WASN'T THE ARRANGEMENT WITH MR. FELDER, WAS IT?

18 A. NO, MA'AM.

19 Q. OKAY. SO HE WAS PAID BY THE HOUR AND PAID FOR THE
20 HOURS THAT HE WORKED; IS THAT CORRECT?

21 A. THAT'S CORRECT.

22 Q. WAS HE HIRED FOR FULL-TIME WORK? I KNOW THERE WAS
23 SOME WEATHER ISSUES, BUT HE WAS HIRED FULL-TIME, WAS
24 HE NOT?

25 A. YES, MA'AM. HE WAS HIRED FOR FULL-TIME.

- 1 Q. OKAY. AND IF THE WEATHER HAD PERMITTED, HE WOULD
2 HAVE WORKED 40 HOURS?
- 3 A. YES, MA'AM.
- 4 Q. OKAY. AND I KNOW THERE WAS SOME HOLIDAY TIME IN
5 THERE. HE WASN'T PAID FOR ANY HOLIDAY TIME, WAS HE?
- 6 A. NO, MA'AM.
- 7 Q. OKAY. AND WAS THERE A TIME WHEN HE WAS -- IT WAS
8 MENTIONED TO HIM ABOUT PERHAPS TRAVELING WITH YOUR
9 CREW AND WORKING ON A JOB IN GEORGIA?
- 10 A. PROBABLY SO. BECAUSE I WASN'T DIRECTLY ONSITE
11 GIVING THOSE INSTRUCTIONS, SO MAYBE SYLVAN MIGHT TO
12 MENTION HE -- HE MIGHT DONE IT. YES.
- 13 Q. OH, OKAY. AND IF HE HAD DONE THAT, WOULD YOU HAVE
14 PAID HIS TRANSPORTATION AND HIS LODGING WHILE HE DID
15 THAT WORK, TRANSPORTATION TO THE JOB SITE AND
16 LODGING WHILE THEY WERE THERE?
- 17 A. THEY NORMALLY DON'T DO IT, BUT WE WILL DO IT, YES,
18 IF HE DOESN'T HAVE IT.
- 19 Q. OKAY. OKAY. BUT AFTER HE WAS HURT, THAT OFFER WAS
20 NO LONGER ON THE TABLE BASICALLY?
- 21 A. IT WASN'T ASKED.
- 22 Q. OKAY. WOULD YOU HAVE TAKEN HIM TO GEORGIA?
- 23 A. YES, OF COURSE.
- 24 Q. OH. WERE YOU ---
- 25 A. IF HE WAS AND ---

1 Q. WOULD YOU HAVE STILL OFFERED TO PAY FOR HIS
2 TRANSPORTATION AND LODGING?

3 A. NOT IN GEORGIA. BECAUSE ALL DEPENDS ON WHERE THE
4 JOB IS GOING TO BE PERFORMED. WE JUST PROVIDE HOTEL
5 AND ALL OF THAT WHEN IT'S OUT OF OUR AREA.

6 Q. OKAY. AND I LOOK -- I SEE HERE THAT YOU -- YOU
7 TESTIFIED TO THE HOURS THAT HE WORKED STARTING FOR
8 EACH WEEK UP TO THE START OF JANUARY WHERE HE WORKED
9 AFTER THE INJURY FOR SIXTEEN-AND-A-HALF HOURS, AND
10 THEN YOU PAID HIM THREE SEPARATE CHECKS FOR \$200; IS
11 THAT CORRECT?

12 A. THAT'S CORRECT.

13 Q. WHAT WAS THAT FOR?

14 A. TO HELP HIM WITH ANYTHING, 'CAUSE HE SAYS HE WASN'T
15 WORKING, AND I TRIED TO HELP HIM.

16 Q. OKAY. AND DID YOU CONSIDER THAT TO BE LIKE A
17 WORKERS' COMPENSATION BENEFIT?

18 A. I DON'T KNOW BECAUSE I'M NOT FAMILIAR WITH THE
19 TERMINOLOGY. I JUST WANTED TO HELP.

20 Q. OKAY. SO HE WAS AN EMPLOYEE OF YOURS. NOW, MAY I
21 SHOW YOU THESE?

22 **BY MR. HENDRIX:**

23 WELL, WHAT -- HE'S NOT QUESTIONING THAT HE GAVE
24 HIM. ARE YOU TALKING ABOUT THE \$200 CHECK? HE GAVE
25 HIM THAT.

1 BY MS. AMICK:

2 CORRECT.

3 CROSS-EXAMINATION RESUMED BY MS. AMICK:

4 Q. AND I JUST WANT YOU TO READ DOWN AT THE -- ARE THESE
5 THE STUBS FROM THE CHECKS YOU GAVE TO HIM?

6 A. YES, MA'AM.

7 Q. AND WHAT DOES IT SAY AT THE BOTTOM?

8 A. WORKERS' COMPENSATION.

9 Q. OKAY. AND THAT'S A CHECK FROM YOUR COMPANY?

10 A. YES.

11 Q. OKAY. SO YOU CONSIDERED HIM TO BE AN EMPLOYEE WHO
12 HAD BEEN INJURED ON THE JOB AND -- AND WAS DUE
13 WORKERS' COMPENSATION; IS THAT CORRECT?

14 A. YEAH. THAT'S CORRECT. AS I SAID BEFORE, I DON'T
15 KNOW THE TERMINOLOGY. I'M NOT, I MEAN, YOU KNOW.

16 Q. OKAY. THANK YOU.

17 BY MS. AMICK:

18 NOTHING FURTHER.

19 BY COMMISSIONER JAMES:

20 CROSS ON BEHALF OF AMGUARD.

21 CROSS-EXAMINATION BY MR. GALLAGHER:

22 Q. ALL RIGHT. HI, MR. GALLARDO. HOW ARE YOU, SIR?

23 A. GOOD. THANK YOU.

24 Q. YOUR PRINCIPAL PLACE OF BUSINESS IS IN GEORGIA; IS
25 THAT CORRECT?

- 1 A. YES, SIR.
- 2 Q. AND YOU'VE BEEN IN BUSINESS IN GEORGIA FOR 15, 20
- 3 YEARS; IS THAT CORRECT?
- 4 A. YES, SIR, THAT'S CORRECT.
- 5 Q. AND YOU ALSO DO SOME WORK IN NORTH CAROLINA,
- 6 CORRECT?
- 7 A. NORTH CAROLINA, YES, SIR.
- 8 Q. OKAY. AND WHEN YOU WENT TO PROCURE WORKERS' COMP
- 9 INSURANCE, YOU WERE NOT ELIGIBLE TO GET WORKERS'
- 10 COMP INSURANCE THROUGH NORMAL -- THE NORMAL
- 11 MARKETPLACE, AND YOU HAD TO APPLY FOR THE ASSIGNED
- 12 RISK POOL; WAS THAT YOUR UNDERSTANDING, SIR, OR IS
- 13 THAT SOMETHING MS. STURKEY IS BETTER QUALIFIED TO
- 14 ANSWER?
- 15 A. IF I'M UNDERSTANDING CORRECTLY, YOU'RE TRYING TO --
- 16 CAN YOU TELL ME WHAT EXACTLY.
- 17 Q. WELL, AND YOU MAY NOT KNOW, AND I'D -- I'D -- I --
- 18 AND MAYBE MS. STURKEY IS MORE FAMILIAR WITH ---
- 19 A. UH-HUH.
- 20 Q. --- PROCUREMENT OF INSURANCE, AND THAT MAY BE
- 21 SOMETHING YOU JUST DON'T UNDERSTAND OR DON'T CARE
- 22 ABOUT, BECAUSE THAT'S JUST NOT WHAT YOU DO. BUT I'M
- 23 ASKING THE COVERAGE THAT WAS IN PLACE FOR THIS DATE
- 24 OF ACCIDENT WAS AN ASSIGNED RISK POLICY THAT WAS
- 25 WRITTEN BY GUARD INSURANCE, AND I'M -- I'M -- I'M

1 ASKING YOU IF YOU RECALL OR HAVE ANY KNOWLEDGE OF
2 HOW YOUR COMPANY CAME TO BE COVERED UNDER THAT
3 ASSIGNED RISK POLICY?

4 A. DON'T KNOW EXACTLY WHAT YOU MEAN.

5 Q. DO YOU KNOW WHAT AN ASSIGNED RISK POLICY IS?

6 A. I HAVE AN IDEA, BUT I'M NOT EXACTLY WHAT YOU'RE
7 ASKING.

8 Q. OKAY. IS MS. STURKEY THE ONE THAT WOULD BE ABLE TO
9 ANSWER THOSE QUESTIONS?

10 A. PROBABLY SO.

11 Q. OKAY. IS IT YOUR TESTIMONY, SIR, THAT YOUR COMPANY,
12 CENTRAL MASONRY, REGULARLY EMPLOYED FOUR OR MORE
13 PEOPLE WITHIN THE STATE OF SOUTH CAROLINA AS OF THE
14 DATE OF THIS ACCIDENT ON DECEMBER 30TH, 2015?

15 A. DID WE EMPLOY?

16 Q. DID YOUR COMPANY REGULARLY EMPLOY FOUR OR MORE
17 PEOPLE WITHIN THE STATE OF SOUTH CAROLINA AS OF
18 DECEMBER 30TH, 2015?

19 A. YOU SAY AFTER THE -- YES.

20 Q. AT THE TIME OF THIS ACCIDENT, HE WAS INJURED ON
21 DECEMBER 30TH, 2015.

22 A. UH-HUH.

23 Q. AT THAT PARTICULAR TIME IN QUESTION, DID YOUR
24 COMPANY REGULARLY EMPLOY FOUR OR MORE PEOPLE WITHIN
25 THE STATE OF SOUTH CAROLINA?

- 1 A. WE KEPT THE SAME GUYS. I DON'T KNOW IF THAT'S WHAT
2 YOU'RE ASKING.
- 3 Q. WELL, LET ME ASK YOU THIS. I'LL TAKE THE REGULARLY
4 OUT OF IT. HOW MANY PEOPLE WERE WORKING FOR YOU IN
5 -- WITHIN THE STATE OF SOUTH CAROLINA WITHIN JOBS IN
6 SOUTH CAROLINA ---
- 7 A. UH-HUH.
- 8 Q. --- AS OF DECEMBER 30TH, 2015?
- 9 A. LIKE SORRY. I HAVE TO GO THE PAPER.
- 10 Q. THAT'S OKAY.
- 11 A. I HAVE LISTED OVER HERE NINE. NINE PEOPLE.
- 12 Q. NINE PEOPLE WERE WORKING ON JOBS IN SOUTH CAROLINA
13 AS OF DECEMBER 30TH, 2015?
- 14 A. THIS IS DECEMBER. LET ME GO TO THE DATES, 'CAUSE
15 I'M PROMPTING THIS ONE. YES, SIR.
- 16 Q. OKAY. WERE ALL OF THESE PEOPLE WORKING ON THAT
17 KROGER JOB OUT ON CLEMSON ROAD HERE IN RICHLAND
18 COUNTY?
- 19 A. YES, SIR.
- 20 Q. HAVE YOU EVER DONE A JOB IN SOUTH CAROLINA PRIOR TO
21 THAT JOB ON KROGER, CLEMSON ROAD?
- 22 A. YES, SIR. A FEW WEEKS BACK, I WAS DOING ANOTHER
23 PROJECT.
- 24 Q. A FEW WEEKS PRIOR TO THIS JOB?
- 25 A. TO THIS JOB, ALMOST FINISHING ONE AND CONTINUE WITH

1 THE KROGER.

2 Q. AND WHEN DID YOU START ON THAT KROGER JOB?

3 A. I DON'T HAVE THE DATE EXACTLY, BUT IT WAS ---

4 Q. JUST GENERALLY SPEAKING IN RELATIONSHIP TO MR.
5 FELDER'S ACCIDENT. HE WAS HURT ON DECEMBER 30TH,
6 2015.

7 A. UH-HUH.

8 Q. HOW LONG HAD THAT KROGER JOB BEEN GOING ON, YOUR
9 PART?

10 A. MY PART, MAYBE -- MAYBE TWO MONTHS.

11 Q. TWO MONTHS. AND SO PRIOR TO BEGINNING THAT, AND SO
12 TWO MONTHS, SO I'M -- I'M GUESSING THAT'S SOMETIME
13 IN OCTOBER 2015 IS WHEN YOU STARTED WORK ON THAT
14 JOB?

15 A. YEAH, SOMEWHERE AROUND.

16 Q. ALL RIGHT. AND SO YOU'RE SAYING A COUPLE OF WEEKS
17 BEFORE BEGINNING WORK ON THAT JOB YOU HAD ANOTHER
18 JOB IN SOUTH CAROLINA?

19 A. YES, SIR.

20 Q. AND WHERE WAS THAT JOB?

21 A. IN COLUMBIA AS WELL.

22 Q. WHAT WAS THE NATURE OF THE JOB?

23 A. CONSTRUCTION. WE WERE BUILDING A -- I CALL IT
24 TWISTER.

25 Q. WAS THAT THROUGH -- WAS THE GENERAL CONTRACTOR, DID

- 1 YOU GET YOUR JOB THROUGH COLLINS, OR?
- 2 A. NO. IT WAS A DIFFERENT -- DIFFERENT GENERAL
3 CONTRACTOR.
- 4 Q. AND HOW MANY PEOPLE DID YOU HAVE EMPLOYED ON THAT
5 JOB?
- 6 A. NONE. I HAVE SUBCONTRACTOR.
- 7 Q. OKAY. WERE THERE SUBCONTRACTORS FOR ACCOUNTING
8 PURPOSES?
- 9 A. NO.
- 10 Q. OR WERE REALLY SUBCONTRACTORS?
- 11 A. NO. NO. REALLY SUB, SUBCONTRACTORS.
- 12 Q. THEY WERE SUBCONTRACTORS, NOT PEOPLE THAT YOU
13 CONSIDERED EMPLOYEES?
- 14 A. CORRECT.
- 15 Q. ALL RIGHT. PRIOR TO THIS KROGER JOB, HOW MANY
16 EMPLOYEE -- DID YOU EVER HAVE ANOTHER JOB IN SOUTH
17 CAROLINA WHERE YOU ---
- 18 A. YES.
- 19 Q. --- EMPLOYED WHAT YOU CONSIDERED EMPLOYEES?
- 20 A. YES, SIR.
- 21 Q. ALL RIGHT. WHEN WAS THAT JOB?
- 22 A. IT WAS IN THE SAME YEAR, AND IT WAS -- I BELIEVE IT
23 WAS ON WITH THE SAME TIME DURING ---
- 24 Q. DO YOU REMEMBER THE NATURE OF THAT JOB?
- 25 A. WHEN YOU SAY THE NATURE, WHAT ARE YOU?

- 1 Q. I MEAN WHAT KIND OF JOB WAS IT LIKE? WAS IT A
2 KROGER, OR WAS IT A GROCERY ---
3 A. NO. NO. NO. IT WAS A -- A SHOP.
4 Q. A SHOP?
5 A. YES. A SMALL ---
6 Q. WHO WAS THE GENERAL ---
7 A. --- OUT PARCEL SHOP.
8 Q. WHO WAS THE GENERAL ON THAT?
9 A. COLLINS AND ARNOLD.
10 Q. WITHIN THE YEAR, LET'S SAY WITHIN THE SIX MONTHS
11 PRIOR TO MR. FELDER'S ACCIDENT ON DECEMBER 30TH,
12 2015, HOW MANY JOBS DID AND DO IN SOUTH CAROLINA?
13 A. THAT WAS THE LAST ONE, THE KROGER.
14 Q. I'M SAYING IN A SIX MONTH -- I'M SAYING FROM JUNE,
15 LET'S SAY JUNE OF 2015, THROUGH THE END OF 2015, HOW
16 MANY? HOW MANY JOBS DID YOU HAVE GOING ON IN SOUTH
17 CAROLINA?
18 A. THREE.
19 Q. THREE. ONE OF THOSE JOBS YOU EMPLOYED EXCLUSIVELY
20 SUBCONTRACTORS AND PEOPLE YOU DID NOT CONSIDER TO BE
21 EMPLOYED; IS THAT CORRECT?
22 A. THAT'S CORRECT.
23 Q. SO YOU HAD TWO JOBS IN SOUTH CAROLINA IN THE SIX
24 MONTHS WHERE YOU ACTUALLY HAD EMPLOYEES OR PEOPLE
25 THAT YOU CONSIDERED EMPLOYEES, CORRECT?

- 1 A. YES.
- 2 Q. ALL RIGHT. THAT OTHER JOB, OTHER THAN THE KROGER,
- 3 YOU HAD LIKE NINE ON THE KROGER JOB, HOW MANY
- 4 EMPLOYEES DID YOU HAVE ON THE OTHER ONE?
- 5 A. PROBABLY FIVE.
- 6 Q. OKAY. AND ALL OF THOSE EMPLOYEES THAT YOU PAID ON
- 7 SOUTH CAROLINA JOBS, YOU PAID THEM BY THE HOUR; IS
- 8 THAT CORRECT?
- 9 A. THAT'S CORRECT.
- 10 Q. DID YOU WITHHOLD TAXES?
- 11 A. NO, SIR. FOR ACCOUNTING PURPOSES, WE DON'T. THAT'S
- 12 WHY IN GEORGIA, WE SAY THAT THEY ARE SUBCONTRACTORS,
- 13 BECAUSE ARE PAID BY 1099 FORM.
- 14 Q. OKAY. SO THEY'RE PAID ON A 1099. DO YOU KNOW HOW
- 15 MUCH THE SUM, TOTAL OF PEOPLE YOU PAY ON 1099S BUT
- 16 WERE REALLY EMPLOYEES WERE ---
- 17 A. MY ---
- 18 Q. --- DURING THAT SIX MONTH PERIOD THAT WE JUST TALKED
- 19 ABOUT?
- 20 A. CAN YOU REPEAT THE QUESTION?
- 21 Q. DO YOU KNOW HOW MUCH YOUR -- YOUR PAYROLL WAS FOR
- 22 EMPLOYEES WORKING IN SOUTH CAROLINA DURING THAT SIX
- 23 MONTHS PRIOR TO DECEMBER 30TH, 2015?
- 24 A. I DO HAVE THE -- THE RECORD. I BELIEVE WE -- WE
- 25 PROVIDED THAT INFORMATION TO -- TO YOU GUYS.

1 Q. WELL, AND ---
2 A. I DON'T HAVE ON MY HEAD. I -- I'M NOT TOO GOOD WITH
3 NUMBERS, BUT.
4 Q. MS. STURKEY, DID -- DID MS. STURKEY HANDLE ALL OF
5 THE STUFF THAT WAS PRODUCED PURSUANT TO SUBPOENAS
6 FROM MY OFFICE AND EVERYBODY HERE?
7 A. YES, SIR. BOTH OF US. SHE -- SHE SENT IT, BUT WITH
8 BOTH OF US WORKED ON IT.
9 Q. OKAY.
10 A. AND I BELIEVE WE -- WE SENT YOU ALL THE RECORDS ---
11 Q. ALL RIGHT.
12 A. --- OF WHAT WAS PAID ON EACH PROJECT HERE.
13 Q. WHEN YOU GOT THE JOB FROM COLLINS AND ARNOLD, TO DO
14 THE WORK ON THE KROGER JOB, YOU CALLED THE LLOYD PRO
15 GROUP, WHICH IS YOUR AGENT OR YOUR AGENCY THAT
16 YOU'VE GOTTEN YOUR INSURANCE THROUGH IN GEORGIA; IS
17 THAT CORRECT?
18 A. THAT'S CORRECT.
19 Q. AND YOU TOLD THEM THAT YOU NEEDED A CERTIFICATE SENT
20 TO COLLINS AND ARNOLD SAYING THAT YOU HAVE WORKERS'
21 COMP COVERAGE?
22 A. YES, SIR.
23 Q. AND THAT'S PRETTY MUCH THE EXTENT OF YOUR
24 INVOLVEMENT WITH, YOU KNOW, GETTING THE CERTIFICATE
25 ISSUED?

- 1 A. YES, SIR.
- 2 Q. AND YOUR UNDERSTANDING WAS -- WAS THAT THAT
- 3 CERTIFICATE WAS OKAY FOR YOU IN TERMS OF BEING ABLE
- 4 TO CONTINUE ON THE JOB; IS THAT RIGHT, BUT THAT'S
- 5 ALL YOU NEEDED TO DO, RIGHT?
- 6 A. YEAH. BECAUSE IT -- IT SHOWS WHAT IS BEING COVERED
- 7 ON -- ON THE CERTIFICATE.
- 8 Q. DID YOU EVER READ YOUR -- YOUR POLICY THAT YOU GOT
- 9 FROM GUARD?
- 10 A. NO, SIR.
- 11 Q. THERE'S NOTHING WRONG WITH THAT, 'CAUSE I DON'T
- 12 THINK A LOT OF PEOPLE DO. YOU NEVER READ THE
- 13 POLICY, DID YOU, SIR?
- 14 A. NO, SIR. PROBABLY WON'T UNDERSTAND IT AS WELL.
- 15 Q. OKAY. YOU DON'T KNOW WHAT THE COVERAGE ACTUALLY
- 16 PROVIDED FOR YOU EITHER?
- 17 A. NO, SIR.
- 18 Q. AND THERE'S NOTHING WRONG WITH THAT, BUT I'M JUST
- 19 ASKING.
- 20 A. WELL, IT -- IT JUST ALL I READ IS THE CERTIFICATE
- 21 WAS WHERE IT SAYS THAT I'M COVERED FOR EACH ACCIDENT
- 22 SO MUCH AND SO MUCH. THAT'S WHAT IT STATES ON THE
- 23 CERTIFICATE.
- 24 Q. BUT YOU -- YOU READ THE CERTIFICATE AND YOU SEE ON
- 25 THE CERTIFICATE WHERE IT SAYS, ON THE FACE OF THE

1 CERTIFICATE, THAT -- AND I'M JUST GOING TO SHOW YOU.
2 YOU CAN -- DO YOU HAVE A COPY OF YOUR CERTIFICATE,
3 ONE OF THE CERTIFICATES THERE?

4 A. I BELIEVE SO.

5 BY COMMISSIONER JAMES:

6 WHILE HE'S LOOKING, LET'S GO OFF THE RECORD.

7 (OFF THE RECORD)

8 CROSS-EXAMINATION RESUMED BY MR. GALLAGHER:

9 Q. ALL RIGHT. MR. GALLARDO, ARE YOU -- ARE YOU LOOKING
10 AT A CERTIFICATE OF INSURANCE?

11 A. YES, SIR.

12 Q. DO YOU SEE RIGHT THERE ---

13 BY MR. GALLAGHER:

14 AND IF I MAY APPROACH, YOUR HONOR?

15 BY COMMISSIONER JAMES:

16 YES.

17 CROSS-EXAMINATION RESUMED BY MR. GALLAGHER:

18 Q. DO YOU SEE RIGHT HERE (INDICATING)? , I'M GOING TO --
19 I WANT YOU TO READ A LONG RIGHT HERE. DO YOU SEE
20 WHERE IT SAYS ON THIS CERTIFICATE OF INSURANCE,
21 WHERE IT SAYS "THIS IS TO CERTIFY THAT THE POLICY OF
22 INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE
23 INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED,
24 NOT WITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION
25 OF ANY CONTRACT OR OTHER DOCUMENT IN RESPECT TO

- 1 WHICH THIS CERTIFICATE MAY BE ISSUED OR MAINTAINED.
2 THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED
3 HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND
4 CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE
5 BEEN REDUCED BY PAID CLAIM." DO YOU SEE WHERE THAT
6 -- WHERE THAT LANGUAGE IS ON THE CERTIFICATE?
- 7 A. YEAH. BUT I DON'T UNDERSTAND IT.
- 8 Q. OKAY. ALL RIGHT. SO YOU DON'T UNDERSTAND THAT TO
9 MEAN THAT THE POLICY IS GOING TO DICTATE WHAT YOUR
10 COVERAGE PROVIDES, NOT THE CERTIFICATE OF INSURANCE?
- 11 A. WELL, WHAT I SEE OVER HERE IT -- IT SAYS OVER HERE
12 ON -- ON SECTION D., WHERE IT SPECIFICALLY TALKS
13 ABOUT THE WORKERS' COMPENSATION THAT IS COVERED FOR
14 EACH ACCIDENT, ONE MILLION DOLLARS.
- 15 Q. I UNDERSTAND. BUT YOU DON'T ---
- 16 A. AND ---
- 17 Q. BUT DO YOU -- DO YOU KNOW WHEN -- WHEN IT WOULD
18 COVER THOSE AMOUNTS OR THOSE LIMITS, UNDER WHAT
19 CIRCUMSTANCES THOSE WOULD BE COVERED?
- 20 A. NO, I DON'T UNDERSTAND THAT.
- 21 Q. AND THAT'S BECAUSE IT'S IN YOUR POLICY, AND YOU
22 NEVER READ THE POLICY?
- 23 A. AND ---
- 24 Q. NOTHING WRONG WITH THAT. BUT IS THAT CORRECT?
- 25 A. WELL, WE -- WE ALWAYS PROVIDE OUR GENERAL CONTRACTOR

1 THIS CERTIFICATE OF INSURANCE, AND THAT'S WHAT WE --
2 WE RELY ON.

3 Q. YOU RELIED ON THE LLOYD PRO GROUP TO -- TO -- TO
4 COVER YOU, DID YOU NOT?

5 A. WELL, I RELY ON THIS PAPER, AND I -- I'M NOT EXPERT,
6 YOU KNOW, ON -- ON INSURANCES. SO ---

7 Q. I UNDERSTAND.

8 A. --- THIS IS WHAT WE -- WE ALWAYS PROVIDE TO THE
9 GENERAL CONTRACTOR.

10 Q. BUT LLOYD -- LLOYD PRO, YOU WENT -- WHEN -- IT WAS
11 YOUR BELIEF THAT LLOYD PRO GROUP WOULD TAKE CARE OF
12 WHAT NEEDED TO BE TAKEN CARE OF IN ORDER FOR YOU TO
13 DO THIS JOB; IS THAT FAIR TO SAY?

14 A. I WOULD SAY SO, BECAUSE THAT'S, YOU KNOW, HOW THINGS
15 WORK. I MEAN, WE WORK THROUGH AN AGENCY, AND WE
16 DON'T KNOW WHO THEY WORK WITH. I MEAN, THERE IS
17 SOMETHING IN THE MIDDLE. I THINK THEY -- THEY ARE
18 THE MIDDLE MAN, IF THEY SAY IT THAT WAY.

19 Q. YES, SIR. OKAY.

20 BY MR. GALLAGHER:

21 THAT'S ALL THE QUESTIONS I HAVE. THANK YOU,
22 SIR.

23 BY COMMISSIONER JAMES:

24 CROSS ON BEHALF OF COLLINS AND OLD REPUBLIC?

25 BY MR. HEDLUND:

1 THANK YOU, COMMISSIONER. I'LL MAKE THIS QUICK.

2 CROSS-EXAMINATION BY MR. HEDLUND:

3 Q. ALL RIGHT. SIR, MY NAME IS RANDY HEDLUND. I'M THE
4 ATTORNEY FOR COLLINS AND ARNOLD. I KNOW THAT YOU'VE
5 TESTIFIED QUITE A BIT ABOUT THIS. SO I WANT TO MAKE
6 SURE THAT I'M CLEAR. YOU ARE NOT AN EXPERT ON
7 INSURANCE POLICIES OR COVERAGES OR STATES OR
8 ENDORSEMENTS OR WRITERS, CORRECT?

9 A. CORRECT.

10 Q. SO WHEN YOU BID ON JOBS IN THE STATE OF SOUTH
11 CAROLINA FOR COLLINS AND ARNOLD, THEY TOLD YOU THAT
12 WHEN YOU WERE AWARDED THE BID YOU NEEDED SOUTH
13 CAROLINA COVERAGE, CORRECT?

14 A. THAT'S CORRECT.

15 Q. YOU COULD NOT START A JOB UNTIL YOU HAD SOUTH
16 CAROLINA COVERAGE, CORRECT?

17 A. THAT'S CORRECT.

18 Q. YOU HAD SEVERAL JOBS GOING ON AT THE TIME AND
19 ANOTHER ONE PENDING IN THE STATE OF SOUTH CAROLINA,
20 CORRECT?

21 A. THAT'S CORRECT.

22 Q. AND YOU GOT A CERTIFICATE OF INSURANCE FOR EACH ONE
23 OF THOSE INDIVIDUAL JOBS, CORRECT?

24 A. YES, SIR. CORRECT.

25 Q. AND YOU TENDERED EACH ONE OF THOSE CERTIFICATES OF

- 1 INSURANCE TO COLLINS AND ARNOLD?
- 2 A. TWO OF THEM OF THE THREE, BECAUSE THEY WERE -- YES.
- 3 Q. TWO OF THE THREE. ONE ---
- 4 A. OF THE THREE JOBS. I MEAN, THE -- THE THIRD JOB
- 5 WASN'T FOR COLLINS AND ARNOLD.
- 6 Q. OKAY. BUT OF THOSE TWO FOR COLLINS AND ARNOLD, ONE
- 7 OF THOSE WAS THE KROGER ON CLEMSON ROAD, CORRECT?
- 8 A. THAT'S CORRECT.
- 9 Q. AND THAT'S WHERE MR. FELDER WAS INJURED, CORRECT?
- 10 A. THAT'S CORRECT.
- 11 Q. SO IT WAS YOUR UNDERSTANDING THAT YOU HAD SOUTH
- 12 CAROLINA COVERAGE TO PERFORM WORK ON THIS -- THE
- 13 CLEMSON ROAD KROGER IN SOUTH CAROLINA?
- 14 A. THAT'S CORRECT.
- 15 Q. AND IN ORDER TO GET THAT, YOU WENT TO LLOYD PRO
- 16 GROUP, BECAUSE AGAIN YOU KNEW THAT YOU DID NOT HAVE
- 17 SOUTH CAROLINA COVERAGE OTHERWISE, CORRECT?
- 18 A. THAT'S CORRECT.
- 19 Q. YOUR COVERAGE WAS FOR NORTH CAROLINA AND GEORGIA
- 20 ONLY UNDER -- UNDER YOUR ORIGINAL POLICY, CORRECT?
- 21 A. I DIDN'T READ THE POLICY, BUT WE JUST ASKED THE, YOU
- 22 KNOW, OUR AGENT TO PROVIDE US WITH COVERAGE FOR
- 23 WHATEVER THE PERIOD IS.
- 24 Q. INCLUDING CLEMSON ROAD KROGER IN SOUTH CAROLINA?
- 25 A. CORRECT.

1 Q. AND YOUR AGENT BEING LLOYD PRO GROUP?

2 A. YES, SIR.

3 Q. DO YOU HAVE ANY SOUTH CAROLINA -- SOUTH CAROLINA
4 ADDRESS FOR CENTRAL MASONRY? I MEAN, YOU WORK OUT
5 OF A GEORGIA OFFICE WITH A GEORGIA ADDRESS, CORRECT?

6 A. CORRECT.

7 Q. YOU DO NOT HAVE A SOUTH CAROLINA ADDRESS FOR CENTRAL
8 MASONRY?

9 A. I DON'T KNOW ABOUT THAT. I THINK SANDRA MIGHT BE --
10 -

11 Q. OKAY.

12 A. SHE -- SHE MIGHT BE ABLE TO ANSWER THAT QUESTION.

13 Q. DO YOU HAVE AN OFFICE IN SOUTH CAROLINA?

14 A. NO, SIR.

15 Q. OKAY.

16 BY MR. HEDLUND:

17 THOSE ARE ALL THE QUESTIONS I HAVE. THANK YOU,
18 SIR.

19 BY COMMISSIONER JAMES:

20 CROSS ON BEHALF OF THE FUND?

21 BY MS. GLOVER:

22 I DON'T HAVE ANY QUESTIONS, COMMISSIONER.

23 BY COMMISSIONER JAMES:

24 REDIRECT?

25 BY MR. HENDRIX:

1 NO, MA'AM.

2 BY MS. AMICK:

3 NONE, COMMISSIONER.

4 BY COMMISSIONER JAMES:

5 ALL RIGHT. WE WILL STAND ADJOURNED.

6 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING WAS
7 ADJOURNED AT THE HOUR OF 12:58 P.M.)

CERTIFICATE OF NOTARY PUBLIC
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1521141

EMPLOYEE/CLAIMANT: CALVIN A. FELDER

EMPLOYER: CENTRAL MASONRY, INC.
COLLINS AND ARNOLD CONSTRUCTION
COMPANY

INSURER: AMGUARD INSURANCE COMPANY
OLD REPUBLIC INSURANCE COMPANY

I, SHEILA SMALL, A NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA, DULY COMMISSIONED AND QUALIFIED AS SUCH, DO HEREBY CERTIFY THAT THE FOREGOING 69 PAGES REPRESENTS A TRUE AND ACCURATE TRANSCRIPT OF THE FOREGOING HEARING OF CALVIN A. FELDER, TAKEN ON THE 28TH DAY OF NOVEMBER, 2016.

THAT THE WITNESS WAS DULY PLACED UNDER OATH AND ADMONISHED TO SPEAK THE WHOLE TRUTH. THAT THE ORAL HEARING WAS DULY TAKEN AND TRANSCRIBED AS TO THE QUESTIONS PROPOUNDED AND THE ANSWERS GIVEN.

THAT ALL THE OFFERED EXHIBITS, STIPULATIONS AND OBJECTIONS, IF ANY, INVOLVED IN THIS CASE ARE DULY ATTACHED OR INCLUDED HEREIN.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS 3RD DAY OF JANUARY, 2017.

SHEILA SMALL
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 3-20-2019

* THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.

TRANSCRIPT FROM RECORDING

Transcript of telephone conversation between Pat with Lloyd Pro Group and Carley with GUARD Insurance Group, provided via recording.

COPY

Transcribed by
Barbara P. Scott, CVR-M

SCOTT REPORTING SERVICE
P.O. Box 290482, Columbia, SC 29229 ♦ (803) 736-2408
www.scottreporting.com ♦ bscott@scottreporting.com

1 Pat: Thank you for calling Lloyd Pro
2 Group. This is Pat. How can I help you?

3 Carley: Hi, Pat. My name is Carley
4 Insie [ph]. I'm calling you from GUARD
5 Insurance Group. We were working on some
6 waivers for Central Masonry, Inc.

7 Pat: Yes.

8 Carley: I was just following up on this
9 year. I'm looking at the forms. Now, I'm
10 going to add South Carolina to the policy, so
11 we're adding a single waiver for both states,
12 correct?

13 Pat: Right.

14 Carley: Okay. So, what -- what payroll
15 should be allocated for each state, because it
16 looks like I had a 10,000-dollar -- 10,200-
17 dollar figure on the form, and that's what you
18 said should be on the entire policy for South
19 Carolina only. So, I'm not sure what the
20 Georgia payroll should be.

21 Pat: Let me see. That was a while ago.
22 I can't remember that off the top of my head.
23 What date is -- my e-mail come to you on?

24 Carley: We have been going back and
25 forth, it looks like, since August 17th.

1 Pat: Okay. Let me go back to August
2 17th in my sent. Okay. And that's the SBU
3 team at GUARD?
4 Carley: Yeah. Mm-hmm.
5 Pat: Okay. Yeah. The remaining jobs,
6 they don't have any. They are subcontracting.
7 Carley: Okay. So, for the purposes of
8 this policy, what payrolls are applying to
9 Georgia versus South Carolina for that waiver?
10 Pat: Well, -- So, I guess first -- A
11 lot of things are new to me still, --
12 Carley: Okay.
13 Pat: -- so -- so maybe -- maybe I'm not
14 understanding, --
15 Carley: Okay.
16 Pat: -- but -- but they're not going to
17 have -- From what they're saying, they're
18 hiring everybody out that has -- that's
19 providing them certificates already, --
20 Carley: Okay.
21 Pat: -- and they're not going to
22 actually have any --
23 Carley: Okay.
24 Pat: -- payroll for those other jobs
25 that are on the certificate, like -- I

1 remember this conversation with her now --
2 with the customer --

3 Carley: Okay.

4 Pat: -- now. It was like some back-and-
5 forth. So, yeah. So, they're -- they're just
6 going to be hiring subs with certificates,
7 they said. They're making sure because
8 they've been hit before in the past --

9 Carley: Mm-hmm.

10 Pat: -- with not making --

11 Carley: Yeah.

12 Pat: -- sure of the stuff.

13 Carley: Which is fine. I just want to
14 make sure that we're -- we're getting the
15 exposure from our policy. So, is there any
16 employees on our policy that will be doing the
17 work or is that solely on insured subs?

18 Pat: Yeah. That's -- That's -- It
19 looks like -- So, let me make sure I'm
20 looking at the same. So, I've got two of
21 these attachments here. So, -- So, you're
22 looking at the attachment that's got four jobs
23 listed on it, right?

24 Carley: Yeah. Mm-hmm.

25 Pat: Okay. So, -- Yeah. Only --

1 They're saying only jobs three -- I made sure
2 she broke that out -- was for that, but all
3 the other jobs, including South Carolina, --
4 She said they're not even traveling
5 themselves, but they just have to have this
6 added. And that's why -- They didn't even
7 assume they had to add South Carolina to the
8 policy, and the reason why --

9 Carley: Okay. Yeah. Probably in this
10 case, I wouldn't if it's not our actual
11 payroll. I mean, for the purposes of this
12 waiver, is the excluded officer overseeing the
13 work? Is that where our policies tie in?

14 Pat: Yes. Yeah.

15 Carley: Okay.

16 Pat: I mean, they'll have somebody
17 that's going to be running the -- the job, but
18 they're going to be having subs doing the
19 work.

20 Carley: Okay. So, -- Yeah. So, for
21 our purposes on this policy, I'll add the
22 waiver on behalf of the excluded officer only
23 and then just note that he is overseeing the
24 sub work which is all covered; they --

25 Pat: Okay.

1 Carley: -- all have their own insurance.

2 Pat: Okay.

3 Carley: So, I can do that for both of
4 the waivers.

5 Pat: Cool.

6 Carley: Okay?

7 Pat: Sounds good.

8 Carley: All right. Thanks a lot.

9 Pat: All right. Thank --

10 Carley: Okay.

11 Pat: Thank you for bearing with me.

12 Carley: No problem.

13 Pat: All right.

14 Carley: Have a good day.

15 Pat: You, too.

16 Carley: Bye.

17 Pat: Bye-bye.

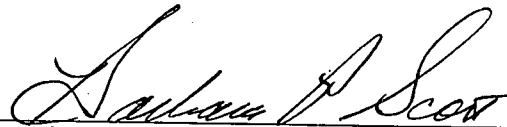
State of South Carolina)
)
County of Richland) Certificate

Be it known that the foregoing transcription of a telephone conversation was produced from a recording;

That the foregoing transcript of six typewritten pages represents a true, accurate and complete transcription of the recording to the best of my skill and ability;

That I am not related to nor an employee of any of the parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

Signed this 12th day of February 2017.


Barbara P. Scott

Notary Public for South Carolina
My commission expires April 9, 2017.

Note: Recordings are retained for twelve (12) months from date of certification.

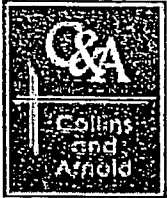
Sent: Monday, June 15, 2010 2:50 PM
To: Nina Marshall
Subject: FW: Central Masonry Inc, ACPGLK02354425186
Importance: High

Nina,

Attached are the certificates for Central Masonry we discussed. The Columbia job is on page 7 and 8. I am forwarding this email so you contact info for the subcontractor and their agent.

Thank you,

Jenny



Jennifer W. Horton – President
[REDACTED] jhorton@collinsandarnold.com

Collins and Arnold Construction Company, LLC
6111 Peachtree Dunwoody Rd, Bldg B, Ste 102, Atlanta, Georgia 30328
Ph 770.391.1993 | Fx 770.392.0203 | www.CollinsandArnold.com

From: Judy Hicks [<mailto:jhicks@collinsandarnold.com>]
Sent: Friday, June 10, 2016 9:40 AM
To: 'Jenny Horton'
Subject: FW: Central Masonry Inc, ACPGLKO2354425186
Importance: High

Jenny,

Here are the insurance certificates for Central Masonry that I just received. Columbia's certificate is the last two pages.



Judy Hicks – Accounting Manager
Mb 404-274-1408 | jhicks@collinsandarnold.com

Collins and Arnold Construction Company, LLC
6111 Peachtree Dunwoody Rd, Bldg. 8, Ste 102, Atlanta, Georgia 30328
Ph 770.391.1993 | Fx 770.392.0203 | www.CollinsandArnold.com

From: Central Masonry [<mailto:cm2676@hotmail.com>]
Sent: Friday, June 10, 2016 9:26 AM
To: Accounting Collins and Arnold; jhicks@collinsandarnold.com
Subject: FW: Central Masonry Inc, ACPGLKO2354425186

Dear Judy,

Attached you will find COI requested.
Please note page 7 and 8 for Kroger 678 Columbia, SC COI.
Let me know if you need anything else.
Kind regards,

Sandra Sturkie
Central Masonry, Inc.
3174 Davenport Road
Duluth, GA 30096
Bus. 678-694-8027
Sandra E-Fax: 770-408-0302
Max Fax. 678-694-8725

Hours: M-F 8-5

Office Personnel Does NOT work on Saturdays

From: JDunn@insurancehub.com
To: cm2676@hotmail.com
Date: Thu, 9 Jun 2016 18:45:20 -0400
Subject: Central Masonry Inc, ACPGLKO2354425186



insurancehub
a Lloyd's F&O Group Company

Jordan Dunn, CIC, Commercial Lines Account Manager

2675 Breckinridge Blvd. | Suite 100 | Duluth, GA 30096

direct: 404.335.7020

main: 770.497.1200

fax: 770.814.7187

web: insurancehub.com

We are happy to provide CERTIFICATES of insurance or EVIDENCE OF PROPERTY insurance at your request with a 24 hour turnaround time. If you have a RUSH request, please make sure you advise us and we will do our best to comply with your needs. All requests should be emailed to: certificates@insurancehub.com

Thank you!

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lloyd Pro Group, Inc. dba InsuranceHub 2675 Breckinridge Blvd. Suite 100 Duluth GA 30096		CONTACT NAME: Jordan Dunn, CIC PHONE (A/C No. Ext): (770) 497-1200 FAX (A/C No.): (770) 814-7187 E-MAIL ADDRESS: certificates@insurancehub.com	
INSURED Central Masonry Inc 3174 Davenport Rd Duluth GA 30096-3576		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide P&C Insurance INSURER B: Progressive Mountain Ins INSURER C: Nationwide Mutual Insurance Co INSURER D: AmGUARD INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	Y		11/19/2015	11/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 MISC \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X			11/30/2015	11/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$				11/18/2015	11/18/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Collins and Arnold
Construction Company LLC
Building B, Ste 102
6111 Peachtree Dunwoody Rd
Atlanta, GA 30328

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jordan Dunn/JD

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ACORD 25 (2014/01)

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INS025 (2014/01)

COMMENTS/REMARKS

Job:

Kroger GA 625
420 S Columbia Ave
Rincon, GA 31326

Collins and Arnold Construction is included as Additional Insured as defined in the General Liability and Auto policies if required by written contract. Coverage is Primary and Non-Contributory. Umbrella is Follow Form.

A Waiver of Subrogation applies to the General Liability, if required by written contract.

OFREMARK

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Lloyd Pro Group, Inc. dba InsuranceHub 2675 Breckinridge Blvd. Suite 100 Duluth GA 30096	CONTACT NAME: Jordan Dunn, CIC PHONE (A/C No. Ext): (770) 497-1200 FAX (A/C No.): (770) 814-7187 E-MAIL ADDRESS: certificates@insurancehub.com
INSURED Central Masonry Inc 3174 Davenport Rd Duluth GA 30096-3576	INSURER(S) AFFORDING COVERAGE INSURER A Nationwide P&C Insurance INSURER B Progressive Mountain Ins INSURER C Nationwide Mutual Insurance Co INSURER D AmGUARD INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: [REDACTED]

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X Y	[REDACTED]	11/19/2015	11/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 MISC \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	[REDACTED]	11/30/2015	11/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		[REDACTED]	11/18/2015	11/18/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	[REDACTED]	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Collins and Arnold
Construction Company LLC
Building B, Ste 102
6111 Peachtree Dunwoody Rd.
Atlanta, GA 30328

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jordan Dunn/JD

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COMMENTS/REMARKS

Job:

Scenic Promenade
1629 Scenic Hwy S
Snellville, GA 30078

Collins and Arnold Construction is included as Additional Insured as defined in the General Liability and Auto policies if required by written contract. Coverage is Primary and Non-Contributory. Umbrella is Follow Form.

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PRODUCER Lloyd Pro Group, Inc. dba InsuranceHub 2675 Breckinridge Blvd. Suite 100 Duluth GA 30096		CONTACT NAME: Jordan Dunn, CIC PHONE (A/C No, Ext): (770) 497-1200 FAX (A/C No): (770) 814-7187 E-MAIL ADDRESS: certificates@insurancehub.com	
INSURED Central Masonry Inc 3174 Davenport Rd Duluth GA 30096-3576		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide P&C Insurance INSURER B: Progressive Mountain Ins INSURER C: Nationwide Mutual Insurance Co INSURER D: AmGUARD INSURER E: INSURER F:	

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A	☒ COMMERCIAL GENERAL LIABILITY	X Y	[REDACTED]	11/19/2015	11/19/2016	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
						MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COM/OP AGG \$ 2,000,000	
						MISC \$	
B	AUTOMOBILE LIABILITY	X	[REDACTED]	11/30/2015	11/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☐ ANY AUTO					☒ SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					☐ NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist property \$ 1,000,000	
C	☒ UMBRELLA LIAB ☒ OCCUR		[REDACTED]	11/18/2015	11/18/2016	EACH OCCURRENCE \$ 1,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$	
	☐ DED ☐ RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N Y N/A	[REDACTED]	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Collins and Arnold
Construction Company LLC
Building B, Ste 102
6111 Peachtree Dunwoody Rd.
Atlanta, GA 30328

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AUTHORIZED REPRESENTATIVE

Jordan Dunn/JD

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ACORD 25 (2014/01)

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INS025 (2014/01)

COMMENTS/REMARKS

Job:
Outparcel #3 at Wescott
950 D Dorchester Rd.
North Charleston, SC

Collins and Arnold Construction is included as Additional Insured as defined in the General Liability and Auto policies if required by written contract. Coverage is Primary and Non-Contributory. Umbrella is Follow Form.

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INSURED Central Masonry Inc 3174 Davenport Rd Duluth GA 30096-3576		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A Nationwide P&C Insurance</td><td>NAIC #</td></tr><tr><td>INSURER B Progressive Mountain Ins</td><td></td></tr><tr><td>INSURER C Nationwide Mutual Insurance Co</td><td></td></tr><tr><td>INSURER D AmGUARD</td><td></td></tr><tr><td>INSURER E</td><td></td></tr><tr><td>INSURER F</td><td></td></tr></table>		INSURER A Nationwide P&C Insurance	NAIC #	INSURER B Progressive Mountain Ins		INSURER C Nationwide Mutual Insurance Co		INSURER D AmGUARD		INSURER E		INSURER F	
INSURER A Nationwide P&C Insurance	NAIC #														
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COVERAGES **CERTIFICATE NUMBER:** [REDACTED] **REVISION NUMBER:** [REDACTED]

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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	Y	[REDACTED]	11/19/2015	11/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 MISC \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		[REDACTED]	11/30/2015	11/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 1,000,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			[REDACTED]	11/18/2015	11/18/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	[REDACTED]	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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CERTIFICATE HOLDER Collins and Arnold Construction Company LLC Building B, Ste 102 6111 Peachtree Dunwoody Rd Atlanta, GA 30328	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jordan Dunn/JD

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COMMENTS/REMARKS

Job: Kroger GA - 678
Clemson & Farrow Rd.
Columbia, SC 29203

Collins and Arnold Construction is included as Additional Insured as defined in the General Liability and Auto policies, if required by contract. Coverage is Primary & Non-Contributory. Umbrella is Follow Form.

A Waiver of Subrogation applied to the General Liability, if required by written contract.

OFREMARK

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Britni McCall

From: Central Masonry <cm2676@hotmail.com>
Sent: Thursday, August 11, 2016 3:04 PM
To: Britni McCall
Subject: FW: Certificate of Insurance Requests for ALL Jobs
Attachments: 2768_001.pdf; 2769_001.pdf

Good afternoon Britni,

Please see the attached COI.

We received this one back in 08/18/2015.

Please let me know if you need anything else.

Kind regards,

Sandra Sturkie

Central Masonry, Inc.

3174 Davenport Road

Duluth, GA 30096

Bus. 678-694-8027

Sandra E-Fax: 770-408-0302

Max Fax. 678-694-8725

Sandra's Mobile: [REDACTED]

Max's Mobile: [REDACTED]

Hours: M-F 8-5

Office Personnel Does NOT work on Saturdays

From: pbarger@lloydprogroup.com
To: cm2676@hotmail.com
Date: Tue, 18 Aug 2015 10:48:57 -0400
Subject: RE: Certificate of Insurance Requests for ALL Jobs

I've got these done now but I think there is one missing. I see on one list you have Wake Forest Crossing II but on the other with the company and jobs split up it doesn't show that one.

If you still need that one let me know what the company it goes to (Collins or White) and their address and I'll get one set up and sent to you for that as well.

I'll be CC'ing you on the emails that go to the companies so you will have the attachments coming in again. I've attached them here for your convenience also.

Thanks,

Patrick Barger
Commercial Lines
Account Manager
Lloyd Pro Group, Inc.
2675 Breckinridge Blvd. - Suite 100
Duluth, Georgia 30096
Direct: (404) 335-7020
Main: (770) 497-1200
Fax: (770) 814-7187
pbarger@lloydprogroup.com



***Insuring What Matters Most....
Since 1985***

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From: Central Masonry [mailto:cm2676@hotmail.com]
Sent: Monday, August 17, 2015 5:08 PM
To: Patrick Barger
Subject: FW: Certificate of Insurance Requests for ALL Jobs

Patrick,

Please read below for owner's info on all jobs. (All certificates should include job addresses - Also below)
All certificates need to be e-mailed directly to General Contractors (Addresses below).

1. Outparcel # 3 at Wescott - North Charleston I, LP
2. Scenic Promenade - Price Fee Property, LLC as assigned to
3. Wake Forest crossing II - Weingarten Nostal, Inc. a Texas Corporation
4. Kroger 625 Rincon, GA - The Kroger Company
5. Kroger 678 Columbia, SC - The Kroger Company
6. Twister 5318 Columbia, SC -

Automobile Liability - Are you not able to check the "any auto" box in lieu of the "scheduled auto" box?

2. **Page: 2** (Note Pad) - Are you not able to add all of the following wording? (Words in red are currently missing).

"For Project #30-15-012 - Twister #5318 – Columbia, SC

Certificate Holder, Cypress Acquisitions, Twister #5318, LLC and Southside Bank and its affiliates and its subsidiaries are named as Additional Insured on General Liability and Auto Liability and provided with a Waiver of Subrogation, in regards to Workers' Compensation, General Liability and Auto Liability as required by written contract. The sub-contractor's insurance shall be primary and non-contributory."

1. For the GC Collins and Arnold (Instructions with requirements attached) as follows:

a. Scenic Promenade

1629 Scenic Hwy S.

Snellville, GA 30078

Please email COI to: jhorton@collinsandarnold.com, jon.arnold@collinsandarnold.com, jshriver@collinsandarnold.com and cc us.

b. Kroger GA-625

420 S. Columbia Ave

Rincon, GA 31326

Please email COI to: jhorton@collinsandarnold.com, jon.arnold@collinsandarnold.com, mhardy@collinsandarnold.com and cc us.

c. Outparcel # 3 at Wescott

9500 Dorchester Road

North Charleston, SC

Please email COI to: jhorton@collinsandarnold.com, jon.arnold@collinsandarnold.com and cc us

d. Kroger GA-678

Clemson Road

Columbia, SC

Please email COI to: jhorton@collinsandarnold.com, jon.arnold@collinsandarnold.com, mhardy@collinsandarnold.com and cc us.

2. White Spinner Construction (Instructions with requirements attached) as follows:

a. Twister # 5318

3533 Broad River Road

Columbia, SC

Please email COI to alison.baker@white-spinner.com and cc us.

Again, thank you so much.

Please send those as soon as our policy is up and running.

Best regards,

Sandra O.

Central Masonry, Inc.

3174 Davenport Road

Duluth, GA 30096

Bus. 678-694-8027

Sandra E-Fax: 770-408-0302

Max Fax. 678-694-8725

Sandra's Mobile: [REDACTED]

Max's Mobile: [REDACTED]

Hours: M-F 8-5

Office Personnel Does NOT work on Saturdays



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PRODUCER Lloyd Pro Group Inc. - Duluth 2675 Breckinridge Blvd Ste 100 Duluth, GA 30096 House Account	CONTACT NAME: Pat Barger	PHONE (A/C, No, Ext): 770-497-1200	FAX (A/C, No): 770-814-7187
	E-MAIL ADDRESS: certificates@lloydprogroup.com		
INSURED Central Masonry Inc 3174 Davenport Rd Duluth, GA 30096	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Progressive Mountain		
	INSURER B: Nationwide Property & Casualty		
	INSURER C: Nationwide Mutual Insurance Co		
	INSURER D: Amguard Insurance Co		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X X		11/19/2014	11/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X X		11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			11/19/2014	11/19/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	X	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			11/19/2014	11/19/2015	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

COLLIN1 Collins and Arnold Construction Company LLC Building B, Ste 102 6111 Peachtree Dunwoody Rd Atlanta, GA 30328	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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NOTEPAD:HOLDER CODE [REDACTED]
INSURED'S NAME Central Masonry IncCENTRAL
OP ID: [REDACTED]PAGE 2
Date 08/18/2015

Job:
Kroger GA-678
Clemson Road
Columbia SC

Collins and Arnold Construction is included as additional insured as defined in the General Liability, and Auto policies if required by written contract. Coverage is Primary and Noncontributory. Umbrella to follow form.

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CERTIFICATE OF LIABILITY INSURANCE

CENTRAL OP ID: [REDACTED]

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Lloyd Pro Group Inc. - Duluth
2675 Breckinridge Blvd Ste 100
Duluth, GA 30096
House Account

CONTACT NAME: Pat Barger
PHONE (A/C, No, Ext): 770-497-1200 FAX (A/C, No): 770-814-7187
E-MAIL ADDRESS: certificates@lloydprogroup.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Progressive Mountain

INSURER B: Nationwide Property & Casualty

INSURER C: Nationwide Mutual Insurance Co

INSURER D: Amguard Insurance Co

INSURER E:

INSURER F:

INSURED
Central Masonry Inc
3174 Davenport Rd
Duluth, GA 30096

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X	X	[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	[REDACTED]	11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	[REDACTED]	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			[REDACTED]	11/19/2014	11/19/2015	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

WHITESP

White-Spinner Construction
Inc.
Attn: Alison Baker
2010 Westl-65 Service Rd South
Mobile, AL 36693

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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NOTEPAD:HOLDER CODE [REDACTED]
INSURED'S NAME Central Masonry IncCENTRAL
OP ID: [REDACTED]PAGE 2
Date 08/18/2015

For Project #30-15-012 - Twister #5318 - Columbia, SC
Certificate Holder, Cypress Acquisitions, Twister #5318, LLC and Southside
Bank and its affiliates and its subsidiaries are named as Additional
Insured on General Liability and Auto Liability and provided with a Waiver
of Subrogation, in regards to Workers' Compensation, General Liability and
Auto Liability as required by written contract. The sub-contractor's
insurance shall be primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

CENTRAL

OP ID: 4

DATE (MM/DD/YYYY)

08/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lloyd Pro Group Inc. - Duluth 2675 Breckinridge Blvd Ste 100 Duluth, GA 30096 House Account		CONTACT NAME: Pat Barger PHONE (A/C, No, Ext): 770-497-1200 FAX (A/C, No): 770-814-7187 E-MAIL ADDRESS: certificates@lloydprogroup.com		
INSURED Central Masonry Inc 3174 Davenport Rd Duluth, GA 30096		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Progressive Mountain		
		INSURER B: Nationwide Property & Casualty		
		INSURER C: Nationwide Mutual Insurance Co		
		INSURER D: Amguard Insurance Co		
		INSURER E:		
INSURER F:				

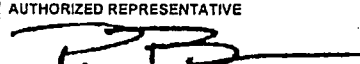
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	X	X		11/19/2014	11/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	X		11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$				11/19/2014	11/19/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater				11/19/2014	11/19/2015	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

COLLIN1 Collins and Arnold Construction Company LLC Building B, Ste 102 6111 Peachtree Dunwoody Rd Atlanta, GA 30328	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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NOTEPAD:HOLDER CODE [REDACTED]
INSURED'S NAME Central Masonry IncCENTRAL
OP ID: [REDACTED]

PAGE 2

Date 08/18/2015

Job:

Outparcel #3 at Wescott
9500 Dorchester Road
North Charleston SC

Collins and Arnold Construction is included as additional insured as defined in the General Liability, and Auto policies if required by written contract. Coverage is Primary and Noncontributory. Umbrella to follow form.

A Waiver of Subrogation applies to the General Liability, Auto and Workers Compensation policies if required by written contract.

CERTIFICATE OF LIABILITY INSURANCE

CENTRAL

OP ID:

DATE (MM/DD/YYYY)

08/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lloyd Pro Group Inc. - Duluth 2676 Breckinridge Blvd Ste 100 Duluth, GA 30096 House Account		CONTACT NAME: Pat Barger PHONE (A/C, No, Ext): 770-497-1200 FAX (A/C, No): 770-814-7187 E-MAIL ADDRESS: certificates@lloydprogroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Progressive Mountain	
		INSURER B : Nationwide Property & Casualty	
		INSURER C : Nationwide Mutual Insurance Co	
		INSURER D : Amguard Insurance Co	
		INSURER E :	
		INSURER F :	
INSURED Central Masonry Inc 3174 Davenport Rd Duluth, GA 30096		NAIC # 	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
B	☒	COMMERCIAL GENERAL LIABILITY	X	X	[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE	\$ 1,000,000				
	☐	CLAIMS-MADE						☒	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000		
	☐							MED EXP (Any one person)	\$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000				
	☐	POLICY						☒	PRO-JECT	☐	LOC	GENERAL AGGREGATE	\$ 2,000,000
	☐	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000				
													\$
A	AUTOMOBILE LIABILITY		X	X	[REDACTED]	11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
	☐	ANY AUTO						☒	SCHEDULED AUTOS	BODILY INJURY (Per person)	\$		
	☐	ALL OWNED AUTOS							NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$		
	☐	HIRED AUTOS							PROPERTY DAMAGE (Per accident)	\$			
											\$		
											\$		
B	☒	UMBRELLA LIAB			[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE	\$ 2,000,000				
	☐	EXCESS LIAB						☒	OCCUR	AGGREGATE	\$		
	☐	DED						☐	RETENTION \$		\$		
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A	X	[REDACTED]	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTHER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?								E.L. EACH ACCIDENT	\$ 1,000,000			
	(Mandatory in NH)								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
C	Equipment Floater				[REDACTED]	11/19/2014	11/19/2015	Leased & Rented	100,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Collins and Arnold Construction Company LLC Building B, Ste 102 6111 Peachtree Dunwoody Rd Atlanta, GA 30328	COLLIN1	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE 	

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NOTEPAD:HOLDER CODE
INSURED'S NAME[REDACTED]
Central Masonry IncCENTRAL
OP ID: [REDACTED]

PAGE 2

Date 08/18/2015

Job:

Kroger GA 625
420 S Columbia Ave
Rincon GA 31326

Collins and Arnold Construction is included as additional insured as defined in the General Liability, and Auto policies if required by written contract. Coverage is Primary and Noncontributory. Umbrella to follow form.

A Waiver of Subrogation applies to the General Liability, Auto and Workers Compensation policies if required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

CENTRAL OP ID: [REDACTED]

DATE (MM/DD/YYYY)

08/18/2015

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PRODUCER Lloyd Pro Group Inc. - Duluth 2675 Breckinridge Blvd Ste 100 Duluth, GA 30096 House Account		CONTACT NAME: Pat Barger PHONE (A/C No. Ext.): 770-497-1200 FAX (A/C No.): 770-814-7187 E-MAIL ADDRESS: certificates@lloydprogroup.com		
INSURED Central Masonry Inc 3174 Davenport Rd Duluth, GA 30096		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Progressive Mountain		[REDACTED]
		INSURER B: Nationwide Property & Casualty		
		INSURER C: Nationwide Mutual Insurance Co		
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		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	[REDACTED]	11/19/2014 11/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	X	[REDACTED]	11/20/2014 11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			[REDACTED]	11/19/2014 11/19/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	[REDACTED]	08/07/2015 08/07/2016	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			[REDACTED]	11/19/2014 11/19/2015	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

COLLIN1 Collins and Arnold Construction Company LLC Building B, Ste 102 6111 Peachtree Dunwoody Rd Atlanta, GA 30328	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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NOTEPAD:

HOLDER CODE [REDACTED]
INSURED'S NAME Central Masonry Inc

CENTRAL
OP ID: [REDACTED]

PAGE 2
Date 08/18/2015

Job:
Scenic Promenade
1629 Scenic Hwy S
Snellville GA 30078

Collins and Arnold Construction is included as additional insured as defined in the General Liability, and Auto policies if required by written contract. Coverage is Primary and Noncontributory. Umbrella to follow form.

A Waiver of Subrogation applies to the General Liability, Auto and Workers Compensation policies if required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

CENTRAL

OP ID:

DATE (MM/DD/YYYY)

08/18/2015

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INSURED Central Masonry Inc 3174 Davenport Rd Duluth, GA 30096		INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Mountain INSURER B: Nationwide Property & Casualty INSURER C: Nationwide Mutual Insurance Co INSURER D: Amguard Insurance Co INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INS. LTR	TYPE OF INSURANCE	ADD. SUBR. INSD. LWR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS		
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	X	[REDACTED]	11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED. RETENTION \$			[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	[REDACTED]	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH. ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			[REDACTED]	11/19/2014	11/19/2015	Leased & Rented \$ 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

COLLINI Collins and Arnold Construction Company LLC Building B, Ste 102 6114 Peachtree Dunwoody Rd Atlanta, GA 30328	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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NOTEPAD:

HOLDER CODE

INSURED'S NAME

Central Masonry Inc

CENTRAL

OP ID:

PAGE 2

Date 08/18/2015

Job:

Kroger GA-678
Clemson Road
Columbia SC

Collins and Arnold Construction is included as additional insured as defined in the General Liability, and Auto policies if required by written contract. Coverage is Primary and Noncontributory. Umbrella to follow form.

A Waiver of Subrogation applies to the General Liability, Auto and Workers Compensation policies if required by written contract.



SERVICE CENTER
901 Peninsula Corporate Circle
Boca Raton, FL 33487
(800) 622-4123

August 12, 2015

CENTRAL MASONRY INC
3174 DAVENPORT RD
DULUTH, GA 30096-3576

EFFECTIVE DATE: 08/07/2015
BINDER NUMBER: [REDACTED]
FED ID NUMBER: [REDACTED]
APPLICATION ID: [REDACTED]

RE: WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY BINDER

This is to acknowledge receipt of an initial or deposit premium payment and your application for coverage through the Workers Compensation Insurance Plan for the State of GEORGIA.

Coverage is provided under this binder, beginning at 12:01 A.M. on the effective date shown above, and with the insurance company named below, and shall remain in effect until canceled or a policy has been issued. In accordance with Plan Procedures, coverage is provided under the Workers Compensation Law of GEORGIA and of such additional jurisdictions as may be requested, in accordance with the Plan rules. Employers liability coverage is also provided, subject to the standard limits prescribed in the Basic Manual, unless higher limits have been requested in accordance with the Plan rules.

Please retain this binder as evidence of the coverage until you receive your policy.

INSURANCE COMPANY:

AMGUARD INS CO
16 SOUTH RIVER ST
WILKES BARRE, PA 18703-0020

AGENCY NAME:

LLOYD PRO GROUP
2675 BRECKINRIDGE BLVD STE 100
DULUTH, GA 30096-8953

CENTRAL MASONRY INC

NOTICE

COVERAGE FOR THIS EMPLOYER HAS BEEN PLACED THROUGH THE ASSIGNED RISK PLAN. AS THE PLAN IS THE MARKET OF LAST RESORT, COVERAGE SHOULD CONTINUE TO BE SOUGHT THROUGH THE STANDARD/VOLUNTARY MARKET. PLEASE NOTE THAT PREMIUMS IN THE ASSIGNED RISK PLAN MAY BE HIGHER THAN THE STANDARD/VOLUNTARY MARKET.

If a policy issued by an insurance carrier, pursuant to an assignment under the Workers Compensation Insurance Plan, is canceled due to the employer's failure to comply with terms or conditions of the policy, such employer may be ineligible for further coverage under the Plan.

NOTICE

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
FOR THE STATE(S) OF GEORGIA AND NORTH CAROLINA

Your policy provides coverage for losses resulting from acts of terrorism. 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. You are notified that under the Terrorism Risk Insurance Act of 2002(Act) and any amendments, including as amended and extended through December 31, 2020 by the Terrorism Risk Insurance Program Reauthorization Act of 2015, the term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security, and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have 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.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, also contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, and the insurance company providing the coverage has met its statutorily established deductible, the insurance company is not liable for payment of any portion of the amount of insured losses that exceed \$100 billion. Further, the United States Government will not make any payment under the Act for any portion of insured losses that exceed \$100 billion. For aggregate insured losses up to \$100 billion, the insurance company will pay only a pro rata share of such losses as determined by the Secretary of Treasury.

The portion of your total estimated annual premium that currently is attributable to coverage for insured losses resulting from certified acts of terrorism is \$13.00 and does not include any charges for the portion of losses covered by the United States Government under the Act.

NOTICE

CERTIFICATES OF INSURANCE

Effective upon receipt of the enclosed binder, the producer may issue certificates of insurance only under the following conditions: 1) that the certificate is issued only on the standard ACORD form; 2) that the

CENTRAL MASONRY INC

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If a policy issued by an insurance carrier, pursuant to an assignment under the Workers Compensation Insurance Plan, is canceled due to the employer's failure to comply with terms or conditions of the policy, such employer may be ineligible for further coverage under the Plan.

certificate is issued only for operations in the states listed in 3.A. of the Information Page; 3) that the policy terms are unchanged; 4) that the certificate holder is not extended any greater rights than those extended to the insured; and 5) that the assigned carrier is provided with a copy of each certificate.

APPLICATION NOTES:

Producer/Employers: Please be advised that Assigned Risk Carriers are required to conduct interim audits, loss prevention surveys and final audits on Assigned Risk policies. Therefore, Failure to comply with an Assigned Risk Carrier request may result in cancellation of this policy in accordance with the applicable state laws.

As a result of the passage of Georgia House Bill 1679, Chapter 120-2-38 of the Rules and Regulations of the Office of the Commissioner of Insurance has established three categories of risks within the Georgia Workers Compensation Insurance Plan. The categories are as follows:

"Group 1" means risks which have insufficient prior workers' compensation experience to be experience rated.

"Group 2" means risks which are not Group 1 or Group 3 risks.

"Group 3" means risks which have an experience rating modification greater than 1.0.

Group 1 risks will be subject to a Merit Rating Program. The assigned risk manual rates shall apply to those risks assigned to Group 2. The premium of Group 3 risks may be adjusted based on their loss experience, upon the approval of such rating program. This may affect your workers compensation premium in the Georgia Workers Compensation Insurance Plan.

Coverage is being bound subject to your signed statement on the application acknowledging and agreeing to the terms of the Loss Sensitive Rating Plan (LSRP). In the event that you meet the eligibility requirements of the LSRP, a LSRP contingent deposit premium equal to 20% of standard premium will be required.

Increased Limits of Liability have been requested.

CARRIER: Coverage has been requested for the following states: GA, NC.

PRODUCER / EMPLOYER: Please forward a copy of the signed finance agreement to the carrier as named on the binder if not already provided.

Corporate Officers have elected to be excluded from coverage.

PRODUCER/EMPLOYER: Please forward a signed officer exclusion letter or form to the carrier (as named on the binder) within the time specified by statutory requirement or you may be subject to additional premium for any officers listed on the application. If mandated by the state, the signed officer exclusion form must be sent to the state. If an exclusion form or letter is already attached with your application, please send a copy to the state only.

CARRIER: Please send the Agent of Record a copy of all items/documentations sent to the insured.

The Georgia non-cooperation with premium audit endorsement is used to notify an employer that a payroll amount of three times the estimated payroll may be used as a result of failing to cooperate with a workers compensation premium audit.

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If a policy issued by an insurance carrier, pursuant to an assignment under the Workers Compensation Insurance Plan, is canceled due to the employer's failure to comply with terms or conditions of the policy, such employer may be ineligible for further coverage under the Plan.

Application was processed by producer using the NCCI RMAPS(R) Online Application Service.

The Rating ID # as indicated on the Risk Profile is inactive.

GA: This risk does not qualify for merit rating.

The premium reflected on the Premium Calculation Worksheet is the Total Estimated Annual Premium. The Assigned Carrier may apply additional state surcharges, taxes, assessments, or programs as required by the state.



APP# [REDACTED]

FACSIMILE TRANSMISSION

From: CENTRAL MASONRY INC

Fax #: (770) 497-8721

Correspondence can be uploaded directly to the application via the Communication tab. If you choose to fax the requested information to NCCI this cover sheet must accompany all correspondence in regard to Application ID # [REDACTED]

Please note: Failing to use the provided cover sheet along with any faxed correspondence may delay application processing. In order to expedite application processing please be sure to attach the cover sheet to all faxed documents.

Should you have any problem with this transmission, please call:

(800) 622-4123 Ext. 1141

APP# [REDACTED]

Return Fax: (561) 893-4298



WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)

08/06/2015

AGENCY NAME AND ADDRESS LLOYD PRO GROUP 2675 BRECKINRIDGE BLVD STE 100 DULUTH,GA 30096-8953		COMPANY:	
PRODUCER NAME: ANGELA COOPER		UNDERWRITER:	
CS REPRESENTATIVE NAME: AMELIA RICHARDT		APPLICANT NAME: CENTRAL MASONRY INC	
OFFICE PHONE (A/C. No. Ext): (770) 497-1200 Ext. 187		OFFICE PHONE: (678) 694-8027	MOBILE PHONE:
MOBILE PHONE:		MAILING ADDRESS (Including Zip + 4) 3174 DAVENPORT RD DULUTH,GA 30096-3576	
FAX (A/C.NO): (770) 497-9721		YRS IN BUS: 11	
EMAIL ADDRESS: ACOOPER@LLOYDPROGROUP.COM		SIC:	
CODE:		NAICS:	
SUB CODE:		Website Address:	
AGENCY CUSTOMER ID:		E-MAIL ADDRESS	
SOLE PROPRIETOR ☒ CORPORATION ☐ LLC ☐ TRUST ☐ UNINCORPORATED ASSOCIATION ☐		PARTNERSHIP ☐ SUBCHAPTER "S" CORP ☐ JOINT VENTURE ☐ OTHER ☐	
CREDIT BUREAU NAME:		ID NUMBER:	
FEDERAL EMPLOYER ID NUMBER		NCCI RISK ID NUMBER:	
OTHER RATING BUREAU ID EMPLOYER REGISTRATION NUMBER OR STATE			

STATUS OF SUBMISSION**BILLING / AUDIT INFORMATION**

☐ QUOTE	☐ ISSUE POLICY	☐ BILLING PLAN	☐ PAYMENT PLAN	☐ AUDIT
☐ BOUND (Give date and/or attach copy)	☐ AGENCY BILL	☐ ANNUAL	☐ OTHER:	☐ AT EXPIRATION
☒ ASSIGNED RISK (Attach ACORD 133)	☐ DIRECT BILL	☐ SEMI-ANNUAL	☐ QUARTERLY	☐ MONTHLY
		☐ % DOWN:	☐ QUARTERLY	

LOCATIONS

LOC #	Highest Floor	STREET, CITY, COUNTY, STATE, ZIP CODE
1		3174 DAVENPORT RD DULUTH,GA 30096-3576
2		12646 CAPITAL BLVD WAKE FOREST,NC 27587

POLICY INFORMATION

PROPOSED EFF DATE 8/7/2015		PROPOSED EXP DATE 8/7/2016		NORMAL ANNIVERSARY RATING DATE		PARTICIPATING		RETRO PLAN	
PART 1 - WORKERS COMPENSATION (States) GA, NC		PART 2 - EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 DISEASE-POLICY LIMIT \$ 1,000,000 DISEASE-EACH EMPLOYEE		PART 3 - OTHER STATES INS		DEDUCTIBLES (N / A in WI) ☐ MEDICAL ☐ INDEMNITY		AMOUNT / % (N / A in WI)	
DIVIDEND PLAN/SAFETY GROUP		ADDITIONAL COMPANY INFORMATION				OTHER COVERAGES ☐ U.S.L. & H. ☐ VOLUNTARY COMP ☐ FOREIGN COV		MANAGED CARE	
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)									

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES

TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$10,511.00	TOTAL MINIMUM PREMIUM ALL STATES \$0.00	TOTAL DEPOSIT PREMIUM ALL STATES \$5,256.00

CONTACT INFORMATION

TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	MAX GALLARO	(770) 616-5941		
ACCTING RECORD	SANDRA O	(678) 267-5941		
CLAIMS INFO	SANDRA O	(678) 267-5941		

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.)
Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.

STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/ PAYROLL
GA		GALLARDO, MAX		PRES	100	MASONRY WORK	E	5022	0

RATING INFORMATION - STATE: Georgia

PREMIUM

* N / A in Wisconsin

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NCCI APP#

AGENCY CUSTOMER ID:
STATE RATING WORKSHEET

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

RATING INFORMATION - STATE: North Carolina

LOC #	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES FULL TIME	PART TIME	SIC	NAICS	ESTIMATED ANNUAL REMUNERATION/ PAYROLL	RATE	ESTIMATED ANNUAL MANUAL PREMIUM
2	5022		MASONRY NOC	1				5000	14.99	750

PREMIUM

STATE:	FACTOR	FACTORED PREMIUM		FACTOR	FACTORED PREMIUM
TOTAL	N / A	\$0			\$0
INCREASED LIMITS		\$0.00	SCHEDULE RATING *		\$0
DEDUCTIBLE *	0	\$0	CCPAP		
			STANDARD PREMIUM		\$750.00
EXPERIENCE OR MERIT MODIFICATION	0	\$0	PREMIUM DISCOUNT		\$0.00
		\$0	EXPENSE CONSTANT	N / A	\$250.00
ASSIGNED RISK SURCHARGE *	0	\$0.00	TAXES / ASSESSMENTS *	N / A	\$0.00
ARAP *	0.00	\$0.00			\$0
* N / A in Wisconsin					
TOTAL ESTIMATED ANNUAL PREMIUM		MINIMUM PREMIUM		DEPOSIT PREMIUM	
\$1,001.00		\$1,500.00			

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NCCI APP#

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						LOSS RUN ATTACHED	
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE	
	CO:						
	POL #:						
	CO:						
	POL #:						
	CO:						
	POL #:						
	CO:						
	POL #:						
	CO:						
	POL #:						

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

Masonry Work

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	N
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	N
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	N
15. ARE ATHLETIC TEAMS SPONSORED?	N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	N

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES	Y / N
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants – Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	N
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify) _____	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? (If "YES", explain including entity name(s) and policy number(s)) _____	N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)			
PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____			
Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.			
Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.			
Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.			
Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.			
Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.			
Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.			
Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.			
Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.			
Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.			
Applicable in UT: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.			
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.			
APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER



WORKERS COMPENSATION INSURANCE PLAN ASSIGNED RISK SECTION

DATE (MM/DD/YYYY)

08/06/2015

THIS FORM ALONG WITH AN ACORD 130 WORKERS COMPENSATION APPLICATION CONSTITUTE AN APPLICATION FOR WORKERS COMPENSATION INSURANCE PLAN (ASSIGNED RISK) COVERAGE. THIS FORM MUST BE ATTACHED TO AN ACORD 130 FOR SUBMISSION. PLEASE REFER TO THE STATE SPECIFIC INSTRUCTIONS PAGE FOR SPECIFIC REQUIREMENTS.

APPLICANT NAME

CENTRAL MASONRY INC

PROPOSED EFF DATE

08/07/2015

SUPPLEMENTAL INFORMATION

PAYROLL OFFICE NAME, ADDRESS AND TELEPHONE NUMBER (A PO BOX ADDRESS ALONE IS NOT ACCEPTABLE. PLEASE PROVIDE DRIVING INSTRUCTIONS IF A ROUTE ADDRESS IS SHOWN.)

SANDRA O
3174 DAVENPORT RD
DULUTH, GA 30096-3576

STATE DEVELOPING HIGHEST PAYROLL: GA

EXPLAIN ALL "YES" RESPONSES IN THE REMARKS SECTION

1. HAS THERE BEEN PREVIOUS WORKERS COMPENSATION COVERAGE:

IN THIS STATE?

IN ANY OTHER STATE?

-IF NO TO BOTH QUESTIONS. WAS THIS DUE TO: ☐ NEW BUSINESS ☐ SELF INSURED-INDEP ☐ SELF INSURED-GROUP ☐ # EMPLOYEES

2. IS THERE ANY UNPAID WORKERS COMPENSATION PREMIUM DUE OR IN DISPUTE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES. EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).

3. YEAR APPLICANT'S BUSINESS BEGAN: 2005

4. HAS THERE BEEN A NAME CHANGE, CONSOLIDATION, MERGER ACQUISITION, SALE, PURCHASE OR TRANSFER OF ASSETS OR OWNERSHIP CHANGE DURING THE PAST FIVE (5) YEARS? IF YES. PROVIDE A COMPLETED ERM-14 FORM.

5. IS APPLICANT RELATED THROUGH COMMON MANAGEMENT OR OWNERSHIP TO ANY ENTITY NOT LISTED ON THE ACORD 130 FORM, WHETHER COVERAGE IS REQUIRED OR NOT? IF YES, PROVIDE A COMPLETED ERM-14 FORM.

6. DO YOU LEASE WORKERS FROM A PROFESSIONAL EMPLOYER ORGANIZATION (PEO)? IF YES, REFER TO WCIP INSTRUCTIONS.

NAME OF PROFESSIONAL EMPLOYER ORGANIZATION (PEO):

7. DO YOU LEASE WORKERS TO A CLIENT COMPANY? IF YES, REFER TO WCIP INSTRUCTIONS.

8. ARE YOU SEEKING TO COVER THE LEASED WORKERS? IF YES, REFER TO WCIP INSTRUCTIONS.

9. DO YOU PROVIDE TEMPORARY ARRANGEMENT SERVICES TO OTHER EMPLOYERS? IF YES, PROVIDE A TEMPORARY LABOR CONTRACTOR EMPLOYEE FORM.

10. DO YOU HAVE A FRANCHISE OR LICENSING AGREEMENT? IF YES, PROVIDE A COPY OF THE AGREEMENT.

11. IS COVERAGE REQUESTED FOR A SPORTS TEAM? IF YES. PROVIDE NAME OF SPORTS TEAM AND DOMICILED STATE.

NAME OF SPORTS TEAM: DOMICILED STATE:

12. DO TRUCKING CLASSIFICATIONS APPLY? IF YES, COMPLETE QUESTIONS 13 - 20.

13. DO YOU OR YOUR EMPLOYEES REGULARLY OPERATE FROM A BASE TERMINAL(S) WHICH IS (ARE) USED TO LOAD, UNLOAD, STORE OR TRANSFER FREIGHT? IF YES, PLEASE PROVIDE A LIST OF TERMINAL ADDRESSES:

#	STREET	CITY	COUNTY	ST	ZIP CODE
1					
2					
3					

14. CAN EACH DRIVER'S STATE OF MAJORITY DRIVING TIME BE ESTABLISHED THROUGH VERIFIABLE RECORDS OR LOGS?

15. PLEASE PROVIDE A LIST OF ALL DRIVERS/HELPERS AND THEIR STATE OF RESIDENCE:

	DRIVER NAME	TERMINAL # (SEE ABOVE)	MAJORITY DRIVING STATE	RESIDENCE STATE
1				
2				
3				

16. WHAT TYPE(S) OF GOODS ARE BEING HAULED? (e.g., coal, dry goods, explosives, scaffolding, water / waste fluids from oil field sites, etc.)

17. DO YOU OWN THESE GOODS?

18. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY RETAIL STORE(S)? IF YES, PROVIDE COPY OF CONTRACT(S).

19. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY POSTAL SERVICE? IF YES, PROVIDE COPY OF CONTRACT(S).

20. WITHIN WHAT MILE RADIUS IS HAULING DONE? # MILES:

INSURANCE COMPANIES WHO HAVE OFFERED/REFUSED INSURANCE

21. HAVE YOU RECEIVED ANY OFFERS OF VOLUNTARY COVERAGE? (INCLUDE MULTI-LINE OR RETROSPECTIVE RATING PLAN, IF APPLICABLE) IF YES, PROVIDE FULL DETAILS INCLUDING PLAN TERMS IN THE REMARKS SECTION.

YES	NO
☐	☒ N

22. INDICATE THE NUMBER OF INSURANCE COMPANIES WHICH HAVE REFUSED THE APPLICANT COVERAGE IN THE LAST 60 DAYS (OR IN ACCORDANCE WITH STATE SPECIFIC GUIDELINES):

LIST COMPANY NAMES, REPRESENTATIVE NAMES, TELEPHONE NUMBERS AND DATES OF REFUSALS. REFER TO WCIP TO VERIFY REQUIREMENTS.

COMPANY NAME	REPRESENTATIVE NAME	TELEPHONE NUMBER	DATE OF REFUSAL	COMMENTS

PREMIUM PAYMENT (Refer to WCIP instruction sheet for state requirements)

YES	NO
☒ Y	☐

23. IS THE PREMIUM FINANCED THROUGH A THIRD PARTY PREMIUM FINANCE COMPANY? IF YES, A COPY OF THE AGREEMENT MUST BE PROVIDED.

24. IN APPLICABLE JURISDICTIONS ON QUALIFYING RISKS, IS THE LOSS SENSITIVE RATING PROGRAM (LSRP) CONTINGENCY DEPOSIT BEING PAID IN FULL AT THIS TIME?

☐	☒ N

25. INITIAL OR ESTIMATED ANNUAL DEPOSIT PREMIUM IS REQUIRED IN ORDER TO BIND COVERAGE. THE FOLLOWING PAYMENT METHODS MAY BE USED TO SUBMIT THE REQUIRED INITIAL OR DEPOSIT PREMIUM:

1. Credit Card (for applications submitted ONLINE at ncci.com ONLY)
2. Electronic funds transfer (EFT) in the form of an Automated Clearing House (ACH) transaction

Note: For 1 & 2 above, refer to instructions provided within NCCI's *RMAPS® Online Application Service* payment screens. All payments by credit card and electronic funds transfer must accompany completed and signed ACORD 130 and 133 forms.

3. Check or Money Order (for MAILED applications ONLY)

1. ONLY the following types of payment, made payable to NCCI, Inc., are acceptable:

- a. Checks: Applicant's, Cashier's, Producer's, Finance Company(s)
- b. Money Order

2. All checks and money orders **MUST** be made payable to NCCI, Inc., and accompany completed and signed ACORD 130 and 133 forms.

NO CREDIT CARD OR BANKING INFORMATION SHOULD BE ENTERED ON THE HARDCOPY ACORD 130 or 133 FORMS. A DELAY IN PROCESSING YOUR APPLICATION MAY OCCUR SHOULD THIS INFORMATION BE INCLUDED ON THE SUBMITTED FORMS.

By submitting this assigned risk workers compensation insurance application, the Applicant authorizes NCCI to debit the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, for the amount of this transaction. The Applicant further understands and agrees that all premium transactions and/or premium-related transactions must be processed and accepted by NCCI and the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, to be considered received by the Plan Administrator.

REMARKS (Attach additional sheets if more space is required)

NCCI APP# XXXXXXXXXX

APPLICANT'S STATEMENT

The undersigned Applicant hereby certifies that he/she has read and understands the questions and statements in this application, which is comprised of both the ACORD 130 and ACORD 133 forms. In consideration of coverage being afforded under the applicable Workers Compensation Insurance Plan developed or administered by NCCI (WCIP or Plan), by signing below, the Applicant also certifies that any and/or all responses provided in or to this application, which is comprised of both the ACORD 130 and ACORD 133 forms, are true and accurate and Applicant further understands and agrees that:

- Since he/she has been unable to secure workers compensation coverage in a regular manner through any other insurance carrier or provider, this coverage is being afforded under the applicable WCIP, and that the applicable rates and rating programs charged may be higher than those in the voluntary market.
- Coverage is NOT bound until the completed and signed application is received with the required initial or estimated annual deposit premium and eligibility is determined by the Plan Administrator.
- Provided that Applicant is determined to be eligible and in good faith entitled to WCIP insurance, based upon the information provided herein or otherwise available to the Plan Administrator, coverage will be bound in accordance with WCIP rules. See the WCIP for applicable binding rules.
- In approved jurisdictions, NCCI's Voluntary Coverage Assistance Program (**VCAP® Service**) applies to all employers seeking coverage under the Workers Compensation Insurance Plan, and:
 - Is integrated with and operates as a supplemental program to NCCI's WCIP; and
 - Operates in conjunction with NCCI's Residual Market Application Processing System (**RMAPS® Online Application Service**); and
 - Is designed as a depopulation tool to provide an additional source for producers and employers to secure workers compensation coverage in the voluntary market; and
 - All applications (electronic, phone-in, or mail-in) submitted to the Plan Administrator are reviewed to determine if they meet any of the preselected criteria specified by a participating voluntary carrier; and
 - If the Applicant meets the criteria of an authorized voluntary carrier (**VCAP® User**) and an offer of voluntary coverage is provided, the Applicant, its representative, and/or the producer, must accept a reasonable offer of voluntary coverage in accordance with the WCIP and **VCAP® Service** provisions, and further Applicant will be deemed ineligible for coverage under the WCIP if Applicant does not accept such reasonable offer of voluntary coverage; and
 - If an application does not meet any **VCAP® User's** criteria, the application will continue through NCCI's **RMAPS® Online Application Service**.

If deemed eligible under the WCIP and as further consideration of policy issuance under the WCIP, by signing below, the undersigned Applicant also agrees:

- To maintain a complete record of all payroll transactions in such form as the insurance company may reasonably require and that such record will be available to the company at the designated address; and
- To comply substantially with all laws, orders, rules, and regulations in force and effect issued by the public authorities relating to the welfare, health, and safety of employees; and
- To comply with all reasonable recommendations made by the insurance company relating to the welfare, health, and safety of employees; and
- To take no action in any form to evade the application of an experience rating modification determined in accordance with the applicable experience rating rules, as determined by NCCI, Inc.; and
- To comply with all WCIP rules and procedures and policy terms and conditions, including without limitation, those relating to audits, inspections, loss prevention, and/or premium payments, to maintain WCIP eligibility and coverage.

OUTSTANDING BONA FIDE DISPUTE

The undersigned Applicant also certifies that he/she has no outstanding bona fide dispute as provided in NCCI's WCIP with any producer or company in regard to: (a) payroll records; (b) the amount of premium charged; (c) the payment of premium; (d) the carrying out of any recommendation made for the purpose of safeguarding employees; (e) the handling of any claim or accident report except the following:

LOSS SENSITIVE RATING PLAN (LSRP)

In applicable jurisdictions where the NCCI's Loss Sensitive Rating Plan (LSRP) has been approved for use, the undersigned applicant further understands and agrees that by signing below, I (applicant) acknowledge that the Loss Sensitive Rating Plan (LSRP) has been explained to me, and I agree to be bound by the terms of such plan if my standard premium meets or exceeds the premium eligibility requirement. If these conditions are met, an additional LSRP contingency deposit equal to 20% of standard premium will be required; and

- At the time of application, LSRP has been explained to applicant by the Producer submitting this application on behalf of the applicant; and
- The above referenced additional LSRP contingency deposit is in addition to the initial or deposit premium required in accordance with the WCIP.

RESIDUAL MARKET EXPIRATION LIST (APPLICABLE IN TENNESSEE ONLY)

As provided in T.C.A. 56-5-314(7), a list of employers insured under the Tennessee assigned risk plan is maintained by the Plan Administrator, and made available to interested persons upon request. As part of the application for insurance coverage, the Applicant/employer shall elect whether to be excluded from this list.

THE APPLICANT/INSURED ELECTS TO BE EXCLUDED FROM THE LIST OF EMPLOYERS IN THE TENNESSEE ASSIGNED RISK PLAN:

☐ YES

IMPORTANT NOTE: If on this application the Applicant/employer does not elect to be excluded from the referenced list and the related section for a "Yes" or "No"

☐ NO

response is left blank on this application, the Applicant/employer will be deemed to be included in the list of employers insured under the Tennessee assigned risk plan.

APPLICANT COMMUNICATIONS

1. By selecting the "Yes" option adjacent to this #1 section, the undersigned Applicant consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by Applicant, or provided by the Producer on Applicant's behalf, to NCCI. ☐ YES
☒ NO
2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent: _____
3. By selecting the "Yes" option adjacent to this #3 section, the undersigned Applicant consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically to the Applicant. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Applicant by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Applicant's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☐ YES
☒ NO

APPLICANT'S STATEMENT (Continued)

4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:

The undersigned Applicant understands and agrees that by selecting the "Yes" option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by or on behalf of the Applicant in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Applicant releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Applicant's designated email address as provided to NCCI and/or the assigned carrier by or on behalf of the Applicant in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Applicant's email address.

The undersigned Applicant further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Applicant's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

NON-COMPLIANCE WITH AGREEMENTS OR CERTIFICATIONS

The undersigned Applicant further understands and agrees that violation of or non-compliance with any of the above agreements or certifications may result in cancellation of a policy of insurance issued under a Workers Compensation Insurance Plan and/or ineligibility for coverage under a Workers Compensation Insurance Plan.

APPLICANT'S NAME (PRINT OR TYPE) CENTRAL MASONRY INC

SIGNATURE (MUST BE OFFICER, OWNER OR PARTNER)

DATE (MM/DD/YYYY)

REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER

PRODUCER COMMUNICATIONS

1. By selecting the "Yes" option adjacent to this #1 section, the undersigned Producer consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by the Producer to NCCI. ☒ Yes ☐ NO
2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent:
arichardt@LLOYDPROGROUP.COM
3. By selecting the "Yes" option adjacent to this #3 section, the undersigned Producer consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Producer by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Producer's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☒ Yes ☐ NO
4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:
arichardt@LLOYDPROGROUP.COM

The undersigned Producer understands and agrees that by selecting the "Yes" option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by the Producer in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Producer releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Producer's designated email address as provided to NCCI and/or the assigned carrier by the Producer in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Producer's email address.

The undersigned Producer further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Producer's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

PRODUCER'S CERTIFICATION

THE PRODUCER ALSO CERTIFIES THAT HE/SHE HAS BEEN AUTHORIZED TO SUBMIT THE APPLICATION ON BEHALF OF THE APPLICANT AND THAT ALL INFORMATION PROVIDED ON THE ACORD 130 AND 133 IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

AGENCY FEIN [REDACTED]		AGENCY LICENSE NUMBER [REDACTED]		AGENCY PHONE NUMBER (A/C, No, Ext) (770) 497-1200 Ext. 187		AGENCY FAX NUMBER (A/C, No) (770) 497-8721			
PRODUCER RESIDENT LICENSE NUMBER [REDACTED]			STATE GA	EXPIRATION DATE 12/31/2015	PRODUCER NON-RESIDENT LICENSE NUMBER			STATE	EXPIRATION DATE
PRODUCER NAME (PRINT OR TYPE) ANGELA COOPER					PRODUCER SIGNATURE			DATE (MM/DD/YYYY)	
E-MAIL ADDRESS: ACOOPER@LLOYDPROGROUP.COM									
REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER.									



Residual Market Risk Profile

Printed Date: August 12, 2015

Bound: August 12, 2015

Analyst: HELEN EBLE

Telephone: (800)622-4123

Extension: 1141

Fax: (561)893-4298

Applicant Summary

This Section Provides an overview of the risk information provided on the ACORD 130/133.

Risk Name: CENTRAL MASONRY INC

Entity Type: Corporation

Mailing Address: 3174 DAVENPORT RD
DULUTH, GA 30096-3576

Telephone: (678)694-8027 Ext:

FEIN: [REDACTED]

Effective Date: 08/07/2015

Governing State: GA

Total Estimated Annual Premium: \$10,511

Deposit Premium: \$5,256

Binder Number: [REDACTED]

Policy limits: 1,000,000/1,000,000/1,000,000

Includes Non-NCCI States (Y/N): N

Requested Deductible Plan (Y/N): N

Experience Rated Risk (Y/N): Y

NCCI Rating ID: [REDACTED]

Multi-State Application (Y/N): Y

Other Coverages:

None

Type of Business (Existing or New): Existing

Governing Class Code: 5022

Producer Name: LLOYD PRO GROUP

Telephone: (770)497-1200 Ext:187

Fax Number: (770) 497-8721

Producer FEIN: [REDACTED]

Attachments/Edits/Application Journal

This Section indicates attachments and provides an overview of NCCI's analysis of the applicant's information.

A. This section indicates attachments and provides an analysis of the applicant's information.

B. The following documents are attached:

Computer Generated ACORD 130
Computer Generated ACORD 133
ACORD 130
ACORD 133
Premium Finance Agreement
Inclusion/Exclusion Forms
Outgoing Communication
Other
Premium Calculation Worksheet

C. The Risk Evaluation System noted the following inconsistencies in the application data provided on the original submission.

Final Review:

The ACORD 133 indicates that the premium is being financed. [Edit 356]

* Instruction given to producer-> Direct payment by a finance company via EFT, credit card or check is not accepted for online applications.

* Response-> Yes, the premium is financed, however either the agency or the insured will be providing the funds via EFT or credit card. (Please provide a copy of the finance agreement with the signature pages.)

This application indicates that owners/officers have requested to be EXCLUDED from coverage. A signed Exclusion form or letter may be required by the state. Please refer to NCCI's Worker's Compensation Insurance Plan State Pages for more information. Failure to comply with any state requirements regarding signed Exclusion forms may result in additional premium due from the date coverage is effective. [Edit 417]

* Instruction given to producer-> Please select 1 reason

* Response-> a) The producer/employer understands and is aware of the statutory requirements of the state(s) in which this application is requesting coverage and will forward a current copy of the Exclusion letter/form to the carrier and the state if applicable.

Coverage is being requested for the state(s) of GA, NC. Prior coverage was for the state(s) of GA. [Edit 200]

* Instruction given to producer-> Please verify the information submitted is correct as incorrect information may result in delays in processing, or refund of this application. Please explain.

* Response-> b) Other exposure(s) and/or locations(s) are covered under a separate policy.

Increased Limits of Liability have been requested. [Edit 21]

Coverage has been requested for the following states: GA, NC [Edit 175]

Corporate Officers have elected to be excluded from coverage. [Edit 366]

The corporate officer(s) are excluded from coverage. (AN20) [Edit 380]

CARRIER: Please send the Agent of Record a copy of all items/documentations sent to the insured. [Edit 404]

The Georgia non-cooperation with premium audit endorsement is used to notify an employer that a payroll amount of three times the estimated payroll may be used as a result of failing to cooperate with a workers compensation premium audit. [Edit 406]

Application was processed by producer using the NCCI RMAPS(R) Online Application Service. [Edit 795]

The Rating ID # as indicated on the Risk Profile is inactive. [Edit 112]

D. After searching for the applicant in NCCI's databases, the producer was presented with the following potential matches. If one was chosen, it is marked with an 'X'.

[X] CENTRAL MASONRY INC 3174 DAVENPORT RD DULUTH GA 300963576

APPLICATION DIARY:

Date	Action
08/05/2015	Address not Validated Location Address for location 2 has not been Validated
08/05/2015	EFFECTIVE DATE Received Date - 08/05/2015 Effective Date - 8/6/2015
08/06/2015	EFFECTIVE DATE Original Effective Date - 08/06/2015 New Effective Date - 8/7/2015
08/06/2015	UPLOADED DOCUMENT RECEIVED

A NEW 10 PAGE DOCUMENT "APP.PDF" HAS BEEN UPLOADED BY ONLINE AGENT

08/06/2015	UPLOADED DOCUMENT RECEIVED A NEW 3 PAGE DOCUMENT "PREMIUM FIN.PDF" HAS BEEN UPLOADED BY ONLINE AGENT
08/10/2015	PRIOR HISTORY No outstanding debts or audits
08/10/2015	NAME OF INSURED Spelling, legal status and/or initials verified, Name is correct as was input by the Producer
08/10/2015	STATE SPECIAL N/A
08/10/2015	CLASS CODE Class Code has been verified, Class codes are correct based on the Nature of the Business and the response to the class code tree questions.
08/10/2015	Include/Exclude Section Updated Duties was 5022 changed to masonry work
08/10/2015	Request for Information First Notice Sent Online. First notice, need the last name for Sandra
08/10/2015	EMAIL ATTACHMENT RECEIVED A NEW 2 PAGE EMAIL ATTACHMENT HAS BEEN RECEIVED
08/10/2015	Email received Received a memo stating that the last name for Sandra is O, only O
08/10/2015	EFFECTIVE DATE / ARD Effective date / ARD has been verified, Effective date established per the Basic Manual rules for Georgia
08/10/2015	OWNERSHIP/ERM-14 N/A
08/10/2015	SPECIAL RULES N/A
08/10/2015	SIGNED APPLICATION Verified signatures of the producer and applicant, Applicant & Producer have signed the ACORD forms, side by side comparison
08/10/2015	IMAGE ASSOCIATION Images attached and associated correctly
08/10/2015	VERIFIED APPLICATION CHANGES Changes made and verified
08/10/2015	VERIFY ADDITIONAL NOTICES OK

Class Code Selection

ONLINE AGENT DATE: 08/05/2015 TIME: 16:02:46
ORIGINAL CLASS CODE: 5022

QUESTION:

Is the applicant involved in the installation of brick, brick veneer, exterior stucco work, concrete, stone, marble, glass blocks, or chimney construction?

ANSWER: Y

RECOMMENDED CLASS CODE: 5022

ONLINE AGENT DATE: 08/05/2015 TIME: 16:23:20
ORIGINAL CLASS CODE: 5022

QUESTION:

Is the applicant involved in the installation of brick, brick veneer, exterior stucco work, concrete, stone, marble, glass blocks, or chimney construction?

ANSWER: Y

RECOMMENDED CLASS CODE: 5022

Prior Policy History for Named Applicant

This section provides up to five years of historical information on the applicant.

Risk Name: CENTRAL MASONRY INC

Policy Period: 04/07/2014 - 04/07/2015

Address:

3174 DAVENPORT RD

FEIN: [REDACTED]

NCCI ID: [REDACTED]

VOL/AR: Vol

Legal Status: Corporation

Additional Policy Locations:

Address:

3174 DAVENPORT RD

City:

DULUTH

State: Zip:

GA 30096

New/Renew: Renew

Multi-State Application (Y/N): N

Tot. Est. Prem: \$5,438

City:

DULUTH

State: Zip:

GA 30096

Exposure Information:

Governing State: GA

Governing Class: 5022

Original Estimated Annual Payroll: \$30,000

Cancellation History:

Date:	Type:	Reason:
04/07/2014	Reinstatement	
04/07/2014	Cancellation	OTHER
04/07/2015	Non-Renewal	

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Risk Name: CENTRAL MASONRY INC

Policy Period: 04/07/2013 - 04/07/2014

Address:

3174 DAVENPORT RD

FEIN: [REDACTED]

NCCI ID: [REDACTED]

VOL/AR: Vol

Legal Status: Corporation

Additional Policy Locations:

Address:

3174 DAVENPORT RD

City:

DULUTH

State:

GA

Zip:

30096

New/Renew: New

Multi-State Application (Y/N): N

Tot. Est. Prem: \$4,215

Exposure Information:

Governing State: GA

Governing Class: 5022

Original Estimated Annual Payroll: \$29,207

Cancellation History:

Date:

Type:

Reason:

03/29/2014

Reinstatement

03/29/2014

Cancellation

NONPAYMENT OF PREMIUM

Audited Payroll:

Eff Date: 04/07/2013

State:	Class Code:	Payroll:	Premium:
GA	0064	\$0	(\$81)
GA	0900	\$0	\$250
GA	0930	\$0	\$100
GA	5022	\$29,207	\$4,139
GA	9664	\$0	(\$240)
GA	9740	\$0	\$6
GA	9741	\$0	\$6
GA	9812	\$0	\$46
GA	9848	\$0	\$74

Risk Name: CENTRAL MASONRY INC

Policy Period: 10/26/2012 - 04/05/2013

Address:
3174 DAVENPORT ROAD
FEIN: [REDACTED]
NCCI ID: [REDACTED]
VOL/AR: AR

City: State: Zip:
DULUTH GA 30096
New/Renew: Renew
Multi-State Application (Y/N): N
Tot. Est. Prem: \$6,365

Legal Status: Corporation

Additional Policy Locations:

Address:
3174 DAVENPORT ROAD

City: State: Zip:
DULUTH GA 30096

Exposure Information:

Governing State: GA
Governing Class: 5022
Original Estimated Annual Payroll: \$27,788

Cancellation History:

Date:	Type:	Reason:
04/05/2013	Non-Renewal	

Audited Payroll:

Eff Date: 10/26/2012

State:	Class Code:	Payroll:	Premium:
GA	0900	\$0	\$101
GA	5022	\$13,893	\$4,589
GA	9664	\$0	(\$60)
GA	9740	\$0	\$3
GA	9741	\$0	\$1
GA	9812	\$0	\$151

Loss Information:

Eff Date: 04/05/2011

State:	Class Code:	No of Claims:	Indemnity Losses:	Medical Losses:
GA	5022	1	\$20,000	\$0

Risk Name: CENTRAL MASONRY INC

Policy Period: 04/07/2012 - 04/05/2013

Address:
3174 DAVENPORT ROAD
FEIN: [REDACTED]
NCCI ID: [REDACTED]

City: State: Zip:
DULUTH GA 30096
New/Renew: Renew
Multi-State Application (Y/N): N

VOL/AR: AR

Tot. Est. Prem: \$14,352

Legal Status: Corporation

Additional Policy Locations:

Address:

City:

State:

Zip:

3174 DAVENPORT ROAD

DULUTH

GA

30096

Exposure Information:

Governing State: GA

Governing Class: 5022

Original Estimated Annual Payroll: \$62,654

Cancellation History:

Date:	Type:	Reason:
10/12/2012	Cancellation	NONPAYMENT OF PREMIUM
08/22/2012	Reinstatement	
08/22/2012	Cancellation	FAILURE TO COMPLY WITH THE TERMS & CONDITIONS OR AUDIT FAILURE
06/11/2012	Reinstatement	
06/11/2012	Cancellation	FAILURE TO COMPLY WITH THE TERMS & CONDITIONS OR AUDIT FAILURE
08/18/2012	Reinstatement	
08/18/2012	Cancellation	FAILURE TO COMPLY WITH THE TERMS & CONDITIONS OR AUDIT FAILURE

Audited Payroll:

Eff Date: 04/07/2012

State:	Class Code:	Payroll:	Premium:
GA	0900	\$0	\$118
GA	5022	\$2,501	\$826
GA	9664	\$0	(\$11)
GA	9740	\$0	\$1
GA	9812	\$0	\$27
GA	9848	\$0	\$50

Risk Name: CENTRAL MASONRY INC

Policy Period: 04/05/2011 - 04/05/2012

Address:

3174 DAVENPORT RD

City:

DULUTH

State:

GA

Zip:

30096

FEIN: [REDACTED]

New/Renew: New

NCCI ID: [REDACTED]

Multi-State Application (Y/N): N

VOL/AR: AR

Tot. Est. Prem: \$9,843

Legal Status: Corporation

Additional Policy Locations:

Address:

City:

State:

Zip:

3174 DAVENPORT RD

DULUTH

GA

30096

Exposure Information:

Governing State: GA

Governing Class: 5022

Original Estimated Annual Payroll: \$60,000

Cancellation History:

Date:

Type:

Reason:

04/05/2012

Non-Renewal

11/30/2011

Reinstatement

11/30/2011

Cancellation

CANCELLED AT REQUEST OF THE FINANCE COMPANY

Audited Payroll:

Eff Date: 04/05/2011

State:	Class Code:	Payroll:	Premium:
GA	0900	\$0	\$230
GA	5022	\$8,075	\$2,319
GA	9664	\$0	(\$30)
GA	9740	\$0	\$2
GA	9741	\$0	\$1
GA	9812	\$0	\$77
GA	9848	\$0	\$73

Additional History

This Section provides, if applicable, experience modification, inspection, and any additional classification information.

Experience Modification Data:

Effective Date:	Mod:	ARAP:	SARAP:	Status:	Remarks Code:
04/07/2014	1.19	0.00	0.00	F	DELIP
04/05/2013	1.24	0.00	0.00	F	DELIP
04/05/2012	1.32	0.00	0.00	F	RREV
04/05/2012	1.36	0.00	0.00	P	
04/03/2011	1.12	0.00	0.00	F	RREV
04/03/2011	1.14	0.00	0.00	P	

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Prior Policy History for Other Named Insured(s)

This section provides up to five years of historical information on all related entities.

Additional History for Other Named Insured(s)

This section provides, if applicable, experience modification, inspection, and any other classification information.

Related Entities

This section lists the name(s) of those entities related to the applicant who are not requesting coverage

Criteria set used: GA/03-Jan-2000 08:00:00 Global/03-Jan-2000 07:00:00 Application ID# [REDACTED]

NOTICE TO ALL ASSIGNED CARRIERS:

By receipt of the above, the assigned carrier certifies that the information provided on the risk profile shall be used for the specific purpose of providing workers compensation insurance to this applicant pursuant to, and in accordance with the state Workers Compensation Insurance Plan requirements. NCCI makes no representation or warranty, expressed or implied, as to any matter whatsoever, including but not limited to the accuracy of any information, product, or service furnished hereunder. The recipient of this material subscribes to and uses the information "as is" and is subject to any license agreement which governs the use of this information.



PREMIUM CALCULATOR WORKSHEET

RISK NAME: CENTRAL MASONRY INC
EFFECTIVE DATE: 08/07/2015
BINDER NUMBER: [REDACTED]
APPLICATION ID NUMBER: [REDACTED]
GOVERNING STATE: Georgia
GOVERNING CLASS CODE: 5022
ANNIVERSARY RATING DATE: N/A
EXPERIENCE RATING DATE: N/A
PREMIUM PERIOD: 08/07/2015 - 08/07/2016

SUMMARY INFORMATION

STATE NAME	ESTIMATED ANNUAL PREMIUM
Georgia	9,510
North Carolina	1,001
SUBTOTAL FOR TERRORISM PREMIUM - ALL STATE(S):**** (GA) \$12.00 + (NC) \$1.00 = \$13.00	INCL
ESTIMATED ANNUAL PREMIUM	10,511
DEPOSIT PERCENTAGE:	50%
DEPOSIT PREMIUM:	5,256
GEORGIA INSOLVENCY POOL ASSESSMENT	0
TOTAL DEPOSIT PREMIUM	5,256
TOTAL ESTIMATED ANNUAL PREMIUM	10,511
TOTAL PREMIUM PAID	10,511

**** See Individual state worksheet(s) that accompany the summary page for explanation.

Risk Name: CENTRAL MASONRY INC
 EFFECTIVE DATE: 08/07/2015
 STATE: Georgia

Employee Information:

Class Code:	Suffix:	No of Employees	Total Payroll	Rate	Calculated Premium	Minimum Premium
8810		1	35,000	0.47	165	333
5022		2	25,000	36.83	9208	1500

Executive Officer Information:

Name	INC/ EXC	Class Code:	Title	Salary	Calculated Salary	Rate	Calculated Premium	Minimum Premium
GALLARDO, MAX	E	5022	PRES	0	0	0.00	0	1500

MANUAL PREMIUM		9372

INCREASED LIMITS(1000000/1000000/1000000)(1.1)	+	120

SUBJECT PREMIUM	=	9492

TOTAL MODIFIED PREMIUM	=	9492

STANDARD PREMIUM	=	9492

TERRORISM MISC. VALUE BY STATE(.02)	+	12

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) MISC. VALUE BY STATE (.01)	+	6

TERRORISM MISC. VALUE BY STATE (.02)	\$12.00	INCL

SUBTOTAL FOR TERRORISM PREMIUM *****	\$12.00	INCL

ESTIMATED ANNUAL PREMIUM	=	9510

***** Subtotal for Terrorism Premium: For insured losses resulting from certified acts of terrorism as determined under the Terrorism Risk Insurance Act of 2002, and any amendments, including as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, and applied consistent with NCCI manual rules and forms (Terrorism Misc. Value or Terrorism Rate by State).

Risk Name: CENTRAL MASONRY INC
EFFECTIVE DATE: 08/07/2015
STATE: North Carolina

Employee Information:

Class Code:	Suffix:	No of Employees	Total Payroll	Rate	Calculated Premium	Minimum Premium
5022		1	5,000	14.99	750	1500
MANUAL PREMIUM						750
SUBJECT PREMIUM						= 750
TOTAL MODIFIED PREMIUM						= 750
STANDARD PREMIUM						= 750
EXPENSE CONSTANT						+ 250
TERRORISM MISC. VALUE BY STATE(.02)						+ 1
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) MISC. VALUE BY STATE (.01)						+ 1
TERRORISM MISC. VALUE BY STATE (.02)					\$1.00	INCL
SUBTOTAL FOR TERRORISM PREMIUM *****					\$1.00	INCL
ESTIMATED ANNUAL PREMIUM					=	1001

***** Subtotal for Terrorism Premium: For insured losses resulting from certified acts of terrorism as determined under the Terrorism Risk Insurance Act of 2002, and any amendments, including as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, and applied consistent with NCCI manual rules and forms (Terrorism Misc. Value or Terrorism Rate by State).



WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)

AGENCY NAME AND ADDRESS LLOYD PRO GROUP 2675 BRECKINRIDGE BLVD STE 100 DULUTH, GA 30096-8953		COMPANY: UNDERWRITER: APPLICANT NAME: CENTRAL MASONRY INC OFFICE PHONE: (678) 694-3027 MAILING ADDRESS (Including Zip + 4): 3174 DAVENPORT RD DULUTH, GA 30096-3576		MOBILE PHONE: YRS IN BUS: 11 SIC: NAICS: Website Address:	
PRODUCER NAME: ANGELA COOPER CS REPRESENTATIVE NAME: AMELIA RICHARDT OFFICE PHONE (A/C, No, Ext): (770) 497-1200 Ext. 187		E-MAIL ADDRESS: ACOOPER@LLOYDPROGROUP.COM		SOLE PROPRIETOR: ☒ CORPORATION: ☐ LLC: ☐ TRUST: ☐ UNINCORPORATED ASSOCIATION: ☐ PARTNERSHIP: ☐ SUBCHAPTER "S" CORP: ☐ JOINT VENTURE: ☐ OTHER: ☐	
MOBILE PHONE: FAX (A/C, NO): (770) 497-8721		CREDIT BUREAU NAME:		ID NUMBER:	
EMAIL ADDRESS: ACOOPER@LLOYDPROGROUP.COM		FEDERAL EMPLOYER ID NUMBER:		NCCI RISK ID NUMBER:	
CODE:		SUB CODE:		OTHER RATING BUREAU ID EMPLOYER REGISTRATION NUMBER OR STATE:	
AGENCY CUSTOMER ID:					

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION	
☐ QUOTE	☐ ISSUE POLICY	BILLING PLAN	PAYMENT PLAN
☐ BOUND (Give date and/or attach copy)		☐ AGENCY BILL	☐ ANNUAL ☐ OTHER:
☒ ASSIGNED RISK (Attach ACORD 133)		☐ DIRECT BILL	☐ SEMI-ANNUAL ☐ QUARTERLY % DOWN:
		AUDIT	
		☐ AT EXPIRATION ☐ MONTHLY	
		☐ SEMI-ANNUAL ☐	
		☐ QUARTERLY	

LOCATIONS		
LOC #	Highest Floor	STREET, CITY, COUNTY, STATE, ZIP CODE
1		3174 DAVENPORT RD DULUTH, GA 30096-3576
2		12646 CAPITAL BLVD WAKE FOREST, NC 27587

POLICY INFORMATION	
PROPOSED EFF DATE 8/6/2015	PROPOSED EXP DATE 8/6/2016
NORMAL ANNIVERSARY RATING DATE	
PARTICIPATING ☐ RETRO PLAN ☐	
NON-PARTICIPATING ☐	
PART 1 - WORKERS COMPENSATION (States) GA, NC	PART 2 - EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 DISEASE-POLICY LIMIT \$ 1,000,000 DISEASE-EACH EMPLOYEE
PART 3 - OTHER STATES INS	DEDUCTIBLES (N/A in WI) ☐ MEDICAL ☐ INDEMNITY
AMOUNT / % (N/A in WI)	OTHER COVERAGES ☐ U.S.L. & H. ☐ VOLUNTARY COMP ☐ FOREIGN COV
DIVIDEND PLAN/SAFETY GROUP	MANAGED CARE
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES		
TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$10,511.00	TOTAL MINIMUM PREMIUM ALL STATES \$0.00	TOTAL DEPOSIT PREMIUM ALL STATES \$5,256.00

CONTACT INFORMATION				
TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	MAX GALLARO	(770) 616-5941		
ACTING RECORD	SANDRA O	(678) 267-5941		
CLAIMS INFO	SANDRA O	(678) 267-5941		

INDIVIDUALS INCLUDED / EXCLUDED									
PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.090 RSMo.									
STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/ PAYROLL
GA		GALLARDO, MAX		PRES	100	5022	E	5022	0

STATE RATING WORKSHEET

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

RATING INFORMATION - STATE: Georgia

[illegible]

PREMIUM

STATE:	FACTOR	FACTORED PREMIUM		FACTOR	FACTORED PREMIUM
TOTAL	N/A	\$0			\$0
INCREASED LIMITS		\$120.00	SCHEDULE RATING *		\$0
DEDUCTIBLE *	0	\$0	CCPAP		
			STANDARD PREMIUM		\$9,492.00
EXPERIENCE OR MERIT MODIFICATION	0	\$0	PREMIUM DISCOUNT		\$0.00
		\$0	EXPENSE CONSTANT	N/A	\$0.00
ASSIGNED RISK SURCHARGE *	0	\$0.00	TAXES / ASSESSMENTS *	N/A	\$0.00
ARAP *	0.00	\$0.00			\$0

* N / A In Wisconsin

TOTAL ESTIMATED ANNUAL PREMIUM	MINIMUM PREMIUM	DEPOSIT PREMIUM
\$9,510.00	\$1,620.00	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NCCI APP#

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						LOSS RUN ATTACHED
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
	CO: POL #:					
	CO: POL #:					
	CO: POL #:					
	CO: POL #:					
	CO: POL #:					
	CO: POL #:					

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

Masonry Work

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y/N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?	N
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?	N
6. ARE SUB-CONTRACTORS USED? (If "YES", give % of work subcontracted)	N
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INSURANCE? (If "YES", payroll for this work must be included in the State Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	N
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	N
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	N
15. ARE ATHLETIC TEAMS SPONSORED?	N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	N

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES	Y/N
17. ANY OTHER INSURANCE WITH THIS INSURER?	N
18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED IN THE LAST THREE (3) YEARS? (Missouri Applicants - Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	N
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME? If "YES", # of Employees: _____	N
23. ANY TAX LIENS OR BANKRUPTCY WITHIN THE LAST FIVE (5) YEARS? (If "YES", please specify)	N
24. ANY UNDISPUTED AND UNPAID WORKERS COMPENSATION PREMIUM DUE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? (If "YES", explain including entity name(s) and policy number(s))	N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)			
PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____			
Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.			
Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.			
Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.			
Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.			
Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.			
Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* Include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.			
Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.			
Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.			
Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.			
Applicable in UT: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.			
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.			
APPLICANT'S SIGNATURE (Must be Officer, Owner or Partner)	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER
	8-06-15		



WORKERS COMPENSATION INSURANCE PLAN ASSIGNED RISK SECTION

DATE (MM/DD/YYYY)

THIS FORM ALONG WITH AN ACORD 130 WORKERS COMPENSATION APPLICATION CONSTITUTE AN APPLICATION FOR WORKERS COMPENSATION INSURANCE PLAN (ASSIGNED RISK) COVERAGE. THIS FORM MUST BE ATTACHED TO AN ACORD 130 FOR SUBMISSION. PLEASE REFER TO THE STATE SPECIFIC INSTRUCTIONS PAGE FOR SPECIFIC REQUIREMENTS.

APPLICANT NAME
CENTRAL MASONRY INC

PROPOSED EFF DATE
08/06/2015

SUPPLEMENTAL INFORMATION

PAYROLL OFFICE NAME, ADDRESS AND TELEPHONE NUMBER (A PO BOX ADDRESS ALONE IS NOT ACCEPTABLE. PLEASE PROVIDE DRIVING INSTRUCTIONS IF A ROUTE ADDRESS IS SHOWN.)

SANDRA O
3174 DAVENPORT RD
DULUTH, GA 30096-3576

STATE DEVELOPING HIGHEST PAYROLL: GA

EXPLAIN ALL "YES" RESPONSES IN THE REMARKS SECTION

1. HAS THERE BEEN PREVIOUS WORKERS' COMPENSATION COVERAGE:

IN THIS STATE?

IN ANY OTHER STATE?

-IF NO TO BOTH QUESTIONS, WAS THIS DUE TO: ☐ NEW BUSINESS ☐ SELF INSURED-INDEP ☐ SELF INSURED-GROUP ☐ # EMPLOYEES

2. IS THERE ANY UNPAID WORKERS COMPENSATION PREMIUM DUE OR IN DISPUTE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISES? IF YES, EXPLAIN INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S).

3. YEAR APPLICANT'S BUSINESS BEGAN: 2005

4. HAS THERE BEEN A NAME CHANGE, CONSOLIDATION, MERGER ACQUISITION, SALE, PURCHASE OR TRANSFER OF ASSETS OR OWNERSHIP CHANGE DURING THE PAST FIVE (5) YEARS? IF YES, PROVIDE A COMPLETED ERM-14 FORM.

5. IS APPLICANT RELATED THROUGH COMMON MANAGEMENT OR OWNERSHIP TO ANY ENTITY NOT LISTED ON THE ACORD 130 FORM, WHETHER COVERAGE IS REQUIRED OR NOT? IF YES, PROVIDE A COMPLETED ERM-14 FORM.

6. DO YOU LEASE WORKERS FROM A PROFESSIONAL EMPLOYER ORGANIZATION (PEO)? IF YES, REFER TO WCIP INSTRUCTIONS.

NAME OF PROFESSIONAL EMPLOYER ORGANIZATION (PEO):

7. DO YOU LEASE WORKERS TO A CLIENT COMPANY? IF YES, REFER TO WCIP INSTRUCTIONS.

8. ARE YOU SEEKING TO COVER THE LEASED WORKERS? IF YES, REFER TO WCIP INSTRUCTIONS.

9. DO YOU PROVIDE TEMPORARY ARRANGEMENT SERVICES TO OTHER EMPLOYERS? IF YES, PROVIDE A TEMPORARY LABOR CONTRACTOR EMPLOYEE FORM.

10. DO YOU HAVE A FRANCHISE OR LICENSING AGREEMENT? IF YES, PROVIDE A COPY OF THE AGREEMENT.

11. IS COVERAGE REQUESTED FOR A SPORTS TEAM? IF YES, PROVIDE NAME OF SPORTS TEAM AND DOMICILED STATE.

NAME OF SPORTS TEAM: DOMICILED STATE:

12. DO TRUCKING CLASSIFICATIONS APPLY? IF YES, COMPLETE QUESTIONS 13 - 20.

13. DO YOU OR YOUR EMPLOYEES REGULARLY OPERATE FROM A BASE TERMINAL(S) WHICH IS (ARE) USED TO LOAD, UNLOAD, STORE OR TRANSFER FREIGHT? IF YES, PLEASE PROVIDE A LIST OF TERMINAL ADDRESSES:

#	STREET	CITY	COUNTY	ST	ZIP CODE
1					
2					
3					

14. CAN EACH DRIVER'S STATE OF MAJORITY DRIVING TIME BE ESTABLISHED THROUGH VERIFIABLE RECORDS OR LOGS?

15. PLEASE PROVIDE A LIST OF ALL DRIVERS/HELPERS AND THEIR STATE OF RESIDENCE:

	DRIVER NAME	TERMINAL # (SEE ABOVE)	MAJORITY DRIVING STATE	RESIDENCE STATE
1				
2				
3				

16. WHAT TYPE(S) OF GOODS ARE BEING HAULED? (e.g., coal, dry goods, explosives, scaffolding, water / waste fluids from oil field sites, etc.)

17. DO YOU OWN THESE GOODS?

18. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY RETAIL STORE(S)? IF YES, PROVIDE COPY OF CONTRACT(S).

19. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY POSTAL SERVICE? IF YES, PROVIDE COPY OF CONTRACT(S).

20. WITHIN WHAT MILE RADIUS IS HAULING DONE? # MILES:

INSURANCE COMPANIES WHO HAVE OFFERED/REFUSED INSURANCE					YES	NO
21. HAVE YOU RECEIVED ANY OFFERS OF VOLUNTARY COVERAGE? (INCLUDE MULTI-LINE OR RETROSPECTIVE RATING PLAN, IF APPLICABLE) IF YES, PROVIDE FULL DETAILS INCLUDING PLAN TERMS IN THE REMARKS SECTION.					☐	☒ N
22. INDICATE THE NUMBER OF INSURANCE COMPANIES WHICH HAVE REFUSED THE APPLICANT COVERAGE IN THE LAST 60 DAYS (OR IN ACCORDANCE WITH STATE SPECIFIC GUIDELINES): 5						
LIST COMPANY NAMES, REPRESENTATIVE NAMES, TELEPHONE NUMBERS AND DATES OF REFUSALS. REFER TO WCIP TO VERIFY REQUIREMENTS.						
COMPANY NAME	REPRESENTATIVE NAME	TELEPHONE NUMBER	DATE OF REFUSAL	COMMENTS		
PREMIUM PAYMENT (Refer to WCIP instruction sheet for state requirements)					YES	NO
23. IS THE PREMIUM FINANCED THROUGH A THIRD PARTY PREMIUM FINANCE COMPANY? IF YES, A COPY OF THE AGREEMENT MUST BE PROVIDED.					☒ Y	☐
24. IN APPLICABLE JURISDICTIONS ON QUALIFYING RISKS, IS THE LOSS SENSITIVE RATING PROGRAM (LSRP) CONTINGENCY DEPOSIT BEING PAID IN FULL AT THIS TIME?					☐	☒ N
25. INITIAL OR ESTIMATED ANNUAL DEPOSIT PREMIUM IS REQUIRED IN ORDER TO BIND COVERAGE. THE FOLLOWING PAYMENT METHODS MAY BE USED TO SUBMIT THE REQUIRED INITIAL OR DEPOSIT PREMIUM:						
1. Credit Card (for applications submitted ONLINE at ncci.com ONLY) 2. Electronic funds transfer (EFT) in the form of an Automated Clearing House (ACH) transaction Note: For 1 & 2 above, refer to instructions provided within NCCI's <i>RMAPS® Online Application Service</i> payment screens. All payments by credit card and electronic funds transfer must accompany completed and signed ACORD 130 and 133 forms. 3. Check or Money Order (for MAILED applications ONLY) 1. ONLY the following types of payment, made payable to NCCI, Inc., are acceptable: a. Checks: Applicant's, Cashier's, Producer's, Finance Company(s) b. Money Order 2. All checks and money orders MUST be made payable to NCCI, Inc., and accompany completed and signed ACORD 130 and 133 forms.						
NO CREDIT CARD OR BANKING INFORMATION SHOULD BE ENTERED ON THE HARDCOPY ACORD 130 or 133 FORMS. A DELAY IN PROCESSING YOUR APPLICATION MAY OCCUR SHOULD THIS INFORMATION BE INCLUDED ON THE SUBMITTED FORMS. By submitting this assigned risk workers compensation insurance application, the Applicant authorizes NCCI to debit the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, for the amount of this transaction. The Applicant further understands and agrees that all premium transactions and/or premium-related transactions must be processed and accepted by NCCI and the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, to be considered received by the Plan Administrator.						

REMARKS (Attach additional sheets if more space is required)

NCCI APP# [REDACTED]

APPLICANT'S STATEMENT

The undersigned Applicant hereby certifies that he/she has read and understands the questions and statements in this application, which is comprised of both the ACORD 130 and ACORD 133 forms. In consideration of coverage being afforded under the applicable Workers Compensation Insurance Plan developed or administered by NCCI (WCIP or Plan), by signing below, the Applicant also certifies that any and/or all responses provided in or to this application, which is comprised of both the ACORD 130 and ACORD 133 forms, are true and accurate and Applicant further understands and agrees that:

- Since he/she has been unable to secure workers compensation coverage in a regular manner through any other insurance carrier or provider, this coverage is being afforded under the applicable WCIP, and that the applicable rates and rating programs charged may be higher than those in the voluntary market.
- Coverage is NOT bound until the completed and signed application is received with the required initial or estimated annual deposit premium and eligibility is determined by the Plan Administrator.
- Provided that Applicant is determined to be eligible and in good faith entitled to WCIP insurance, based upon the information provided herein or otherwise available to the Plan Administrator, coverage will be bound in accordance with WCIP rules. See the WCIP for applicable binding rules.
- In approved jurisdictions, NCCI's Voluntary Coverage Assistance Program (VCAP® Service) applies to all employers seeking coverage under the Workers Compensation Insurance Plan, and:
 - Is integrated with and operates as a supplemental program to NCCI's WCIP; and
 - Operates in conjunction with NCCI's Residual Market Application Processing System (RMAPS® Online Application Service); and
 - Is designed as a depopulation tool to provide an additional source for producers and employers to secure workers compensation coverage in the voluntary market; and
 - All applications (electronic, phone-in, or mail-in) submitted to the Plan Administrator are reviewed to determine if they meet any of the preselected criteria specified by a participating voluntary carrier; and
 - If the Applicant meets the criteria of an authorized voluntary carrier (VCAP® User) and an offer of voluntary coverage is provided, the Applicant, its representative, and/or the producer, must accept a reasonable offer of voluntary coverage in accordance with the WCIP and VCAP® Service provisions, and further Applicant will be deemed ineligible for coverage under the WCIP if Applicant does not accept such reasonable offer of voluntary coverage; and
 - If an application does not meet any VCAP® User's criteria, the application will continue through NCCI's RMAPS® Online Application Service.

If deemed eligible under the WCIP and as further consideration of policy issuance under the WCIP, by signing below, the undersigned Applicant also agrees:

- To maintain a complete record of all payroll transactions in such form as the insurance company may reasonably require and that such record will be available to the company at the designated address; and
- To comply substantially with all laws, orders, rules, and regulations in force and effect issued by the public authorities relating to the welfare, health, and safety of employees; and
- To comply with all reasonable recommendations made by the insurance company relating to the welfare, health, and safety of employees; and
- To take no action in any form to evade the application of an experience rating modification determined in accordance with the applicable experience rating rules, as determined by NCCI, Inc.; and
- To comply with all WCIP rules and procedures and policy terms and conditions, including without limitation, those relating to audits, inspections, loss prevention, and/or premium payments, to maintain WCIP eligibility and coverage.

OUTSTANDING BONA FIDE DISPUTE

The undersigned Applicant also certifies that he/she has no outstanding bona fide dispute as provided in NCCI's WCIP with any producer or company in regard to: (a) payroll records; (b) the amount of premium charged; (c) the payment of premium; (d) the carrying out of any recommendation made for the purpose of safeguarding employees; (e) the handling of any claim or accident report except the following:

LOSS SENSITIVE RATING PLAN (LSRP)

In applicable jurisdictions where the NCCI's Loss Sensitive Rating Plan (LSRP) has been approved for use, the undersigned applicant further understands and agrees that by signing below, I (applicant) acknowledge that the Loss Sensitive Rating Plan (LSRP) has been explained to me, and I agree to be bound by the terms of such plan if my standard premium meets or exceeds the premium eligibility requirement. If these conditions are met, an additional LSRP contingency deposit equal to 20% of standard premium will be required; and

- At the time of application, LSRP has been explained to applicant by the Producer submitting this application on behalf of the applicant; and
- The above referenced additional LSRP contingency deposit is in addition to the initial or deposit premium required in accordance with the WCIP.

RESIDUAL MARKET EXPIRATION LIST (APPLICABLE IN TENNESSEE ONLY)

As provided in T.C.A. 56-5-314(7), a list of employers insured under the Tennessee assigned risk plan is maintained by the Plan Administrator, and made available to interested persons upon request. As part of the application for insurance coverage, the Applicant/employer shall elect whether to be excluded from this list.

THE APPLICANT/INSURED ELECTS TO BE EXCLUDED FROM THE LIST OF EMPLOYERS IN THE TENNESSEE ASSIGNED RISK PLAN:

☐ YES

IMPORTANT NOTE: If on this application the Applicant/employer does not elect to be excluded from the referenced list and the related section for a "Yes" or "No" response is left blank on this application, the Applicant/employer will be deemed to be included in the list of employers insured under the Tennessee assigned risk plan.

☐ NO

APPLICANT COMMUNICATIONS

1. By selecting the "Yes" option adjacent to this #1 section, the undersigned Applicant consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by Applicant, or provided by the Producer on Applicant's behalf, to NCCI.

☐ YES

☒ NO

2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent:

3. By selecting the "Yes" option adjacent to this #3 section, the undersigned Applicant consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically to the Applicant. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Applicant by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Applicant's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing.

☐ YES

☒ NO

APPLICANT'S STATEMENT (Continued)

4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:

The undersigned Applicant understands and agrees that by selecting the "Yes" option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by or on behalf of the Applicant in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Applicant releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Applicant's designated email address as provided to NCCI and/or the assigned carrier by or on behalf of the Applicant in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Applicant's email address.

The undersigned Applicant further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Applicant's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

NON-COMPLIANCE WITH AGREEMENTS OR CERTIFICATIONS

The undersigned Applicant further understands and agrees that violation of or non-compliance with any of the above agreements or certifications may result in cancellation of a policy of insurance issued under a Workers Compensation Insurance Plan and/or ineligibility for coverage under a Workers Compensation Insurance Plan.

APPLICANT'S NAME (PRINT OR TYPE) CENTRAL MASONRY INC

Max Gallardo

SIGNATURE (MUST BE OFFICER, OWNER OR PARTNER)

DATE (MM/DD/YYYY)

8-06-15

REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER

PRODUCER COMMUNICATIONS

1. By selecting the "Yes" option adjacent to this #1 section, the undersigned Producer consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by the Producer to NCCI. ☒ Yes ☐ NO
2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent:
arichard@LLOYDPROGROUP.COM
3. By selecting the "Yes" option adjacent to this #3 section, the undersigned Producer consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Producer by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Producer's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☒ Yes ☐ NO
4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:
arichard@LLOYDPROGROUP.COM

The undersigned Producer understands and agrees that by selecting the "Yes" option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by the Producer in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Producer releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Producer's designated email address as provided to NCCI and/or the assigned carrier by the Producer in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Producer's email address.

The undersigned Producer further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Producer's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

PRODUCER'S CERTIFICATION

THE PRODUCER ALSO CERTIFIES THAT HE/SHE HAS BEEN AUTHORIZED TO SUBMIT THE APPLICATION ON BEHALF OF THE APPLICANT AND THAT ALL INFORMATION PROVIDED ON THE ACORD 130 AND 133 IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

AGENCY FEIN [REDACTED]		AGENCY LICENSE NUMBER [REDACTED]		AGENCY PHONE NUMBER (A/C, No, Ext) (770) 497-1200 Ext. 187		AGENCY FAX NUMBER (A/C, No) (770) 497-8721		
PRODUCER RESIDENT LICENSE NUMBER [REDACTED]			STATE GA	EXPIRATION DATE 12/31/2015	PRODUCER NON-RESIDENT LICENSE NUMBER [REDACTED]			STATE GA
PRODUCER NAME (PRINT OR TYPE) ANGELA COOPER					PRODUCER SIGNATURE <i>Angela M Cooper</i>		DATE (MM/DD/YYYY) 8/6/15	
E-MAIL ADDRESS: ACOOPER@LLOYDPROGROUP.COM								
REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER.								

PREMIUM ASSIGNMENT CORPORATION

PREMIUM FINANCE AGREEMENT

*** [REDACTED] ***

Georgia
P.O. Box 8800 - 3522 Thomasville Rd.
Tallahassee, FL 32314
Phone 850-907-5610

☐ PERSONAL	☒ COMMERCIAL	☐ NEW	☒ AGENCY RENEWAL	☐ ADD'L PREMIUM

THIS AGREEMENT, made effective the 5 day of August 2015, between
CENTRAL MASONRY INC
 (Name of Borrower/Insured exactly as it appears in financed policies)
 ADDRESS 3174 DAVENPORT RD
 CITY DULUTH GA STATE GA ZIP 30096 PHONE # _____
 hereinafter called the Borrower, and Premium Assignment Corporation, a Florida Corporation hereinafter called Lender, for the purpose of financing the purchase of insurance policies described in the Scheduled Policies of Insurance listed in page 3 to this Agreement.

TOTAL PRICE OF PREMIUMS	- CASH DOWN PAYMENT	= PRINCIPAL BALANCE OWED ON PREMIUMS	+ DOC STAMPS & SERVICE FEE (if applicable)	= TOTAL AMOUNT FINANCED	+ FINANCE CHARGE (Amount credit costs over term of loan)	= TOTAL OF PAYMENTS (Amount paid if all payments made as scheduled)	ANNUAL PERCENTAGE RATE
10,511.00	3,627.80	6,883.20	0.00	6,883.20	336.30	7,219.50	10.52

SELECT BILLING OPTION: ☐ Payment Book ☒ Monthly Invoice
☐ Direct Debit
 YOUR PAYMENT SCHEDULE WILL BE:
 Each monthly payment due on same day of each succeeding month until paid in full.

Amount of Monthly Payment	Number of Payments	Date First Payment is Due
721.95	10	9/5/2015

FOR VALUE RECEIVED, BORROWER PROMISES TO PAY to the order of Lender at the address given at the top of this page, the Total Amount Financed and all sums shown above, including interest at the Annual Percentage Rate and other charges as described hereinafter, pursuant to the terms stated below and in page 2 of this Agreement.

- SECURITY FOR PAYMENT:** To secure payment of all sums due under this Agreement, Borrower grants Lender a security interest in any unearned premiums or other sums which may become payable under the Scheduled Policies of Insurance shown on page 3.
- LIMITED POWER OF ATTORNEY:** BORROWER IRREVOCABLY APPOINTS LENDER AS ATTORNEY-IN-FACT TO CANCEL THE SCHEDULED POLICIES OF INSURANCE AFTER BORROWER DEFAULTS IN MAKING PAYMENTS UNDER THIS AGREEMENT.
- NOTICE TO BORROWER:** (1) Do not sign this Agreement before you read it, or if it contains any blank space (other than as provided on the next page), (2) You are entitled to have and should retain a completely filled in copy of this Agreement to protect your legal rights, (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge, and (4) BY SIGNING BELOW BORROWER AGREES TO THE PROVISIONS ABOVE AND ALL OF THE TERMS WHICH APPEAR ON THE SECOND PAGE OF THIS AGREEMENT AND ACKNOWLEDGES RECEIPT OF COPIES OF PAGES 1, 2 AND 3 OF THIS AGREEMENT.

SIGNATURE OF ALL INSURED[S] NAMED IN POLICIES OR AUTHORIZED AGENT OF INSURED[S], AS PERMITTED BY LAW:

Date X [Signature] Name and Title: _____ Date _____ Name and Title: _____

PRODUCER'S REPRESENTATIONS & WARRANTIES:

The undersigned Producer represents and warrants that: (A) The Cash Down Payment shown above has been paid by or on behalf of the Borrower. (B) The Total Price of Premiums shown above has been or will be used to purchase insurance policies shown in the Scheduled Policies of Insurance on page 3 of this Agreement. Any portion of the Total Price of Premiums received by Producer that is not used to purchase such insurance policies, as well as any refunds or credits on such policies, shall be promptly paid to Lender. (C) To the best of the undersigned's knowledge and belief, Borrower is not subject to any bankruptcy or insolvency proceedings and Producer has no reason to believe that Borrower is insolvent. (D) The Borrower's signature(s) is (are) genuine and authorized, or to the extent permitted by applicable law, the Producer has been authorized by Borrower to sign this Agreement on Borrower's behalf. (E) Producer has delivered or will deliver a copy of this Agreement to Borrower. Producer agrees that the Representations & Warranties above, as well as those on page 3 of this Agreement, are a binding contract between Producer and Lender.

PRODUCER / AGENCY

Name LLOYD PRO GROUP INC
 Address 2675 BRECKINRIDGE BLVD STE 100
DULUTH, GA 30096

8/5/2015
 Date

[Signature]
 PRODUCER'S SIGNATURE

IN CONSIDERATION of the payment by Lender of the Principal Balance Owed on Premiums shown on page 1 to the insurance companies named in the Scheduled Policies of Insurance shown on page 3 (or the agents of such companies), the Borrower agrees:

4. **ACCEPTANCE DATE** This Agreement is binding upon its acceptance by Lender. Acceptance shall occur upon payment of the Principal Balance Owed on Premiums to the insurance companies named in the Scheduled Policies of Insurance, or the agents of such companies.
5. **PAYMENTS** Borrower shall make payments directly to Lender in the amounts and at the same time specified on page 1 of this Agreement. Payments shall be made at Lender's address given at the top of page 1 or such other address as Lender may direct in writing. Payments made to any other address, person, firm, corporation or insurance agency (including but not limited to the Producer) shall not constitute payment to Lender. Payments received after cancellation of the Scheduled Policies of Insurance shall be credited to the unpaid balance due under this Agreement and shall not constitute reinstatement of the cancelled policies, nor shall it constitute a waiver by Lender of any rights.
6. **LATE CHARGES** If a payment is more than 5 days late, Borrower agrees to pay a late charge of 5% of each delinquent or unpaid installment, unless prohibited by applicable law.
7. **DEFAULT/CANCELLATION** A default shall occur if Borrower fails to pay any sums required by this Agreement in a timely manner, including interest and Late Charges, or if Borrower fails to carry out any other obligations under this Agreement. After default, any unpaid balance of the Total Amount Financed may become immediately due and payable in full at the option of Lender, and Lender may enforce its security interest and its rights under the Limited Power of Attorney. Interest will continue to accrue on the unpaid balance at the Annual Percentage Rate or maximum rate allowed by applicable law, at the option of Lender, until all balances owed under this Agreement are paid. Lender may request cancellation of all or any of the Scheduled Policies of Insurance at the earliest time after default permitted by applicable law. Should Lender cancel the Scheduled Policies of Insurance, Borrower agrees to pay Lender a cancellation fee of \$15 as permitted by applicable law.
8. **EXCESS INTEREST OR FEES** It is the intent of the Lender that no interest, fee or charge in excess of that permitted by applicable law will be charged, taken or become payable under this Agreement. In the event it is determined that Lender has taken, charged or accrued interest, fees or charges in excess of that permitted under law, such excess shall be returned to Borrower or credited against the sum due Lender hereunder.
9. **REFUNDS** The Borrower will receive a refund of the finance charge if the account is prepaid in full prior to the last installment due date. The refund shall be computed according to applicable law subject to a nonrefundable service charge of \$20.
10. **SHORTAGE OR OVERAGE OF RETURNED PREMIUM** If Lender does not receive unearned premiums or other funds after cancellation or expiration of the Scheduled Policies of Insurance in an amount sufficient to pay the unpaid balance due under this Agreement, Borrower agrees to pay the deficiency to Lender on demand. Interest shall accrue on the deficiency at the Annual Percentage Rate, or the maximum rate allowed by applicable law, at the option of Lender. If the unearned premiums received by Lender are more than the amount due under this Agreement, the excess shall be returned to Borrower within the time allowed by applicable law. Borrower has no right to any excess of less than the minimum amount required to be paid by applicable law.
11. **ATTORNEYS FEES/COURT COSTS** Borrower agrees to pay all attorneys fees, expenses and costs incurred by Lender in collecting amounts due from Borrower under this Agreement, including attorneys fees incurred on appeal and in bankruptcy, unless prohibited or limited by applicable law.
12. **LENDER RELATIONSHIP** Borrower acknowledges that: (a) Lender is not an insurance agent nor an insurance company, (b) This Agreement is a financing agreement and not an insurance policy or guarantee of insurance coverage, (c) Lender has played no part in the selection or structuring of the financed insurance policies, (d) Lender has no obligation to request reinstatement of any insurance policies properly cancelled after a default under this Agreement, and (e) The decision of whether to reinstate insurance coverage is made solely by the insurance companies providing coverage, not Lender.
13. **ADDITIONAL PREMIUMS** Lender may advance to Producer, as Borrower's agent, or to an insurance company any additional premiums that may become due, less normal down payment, adding the advanced amount, plus any finance charge, to Borrower's balance under this Agreement. However, any additional premium which is owed to the insurance company(ies) named in the Scheduled Policies of Insurance as a result of any misclassification of risk which is not paid in full or financed in this Agreement may result in cancellation of the coverage by the insurance company for nonpayment of premium. Lender's payment shall not be applied by the insurer to pay for any additional premium owed by Borrower as a result of any misclassification of risk.
14. **LENDER LIABILITY** Lender is not responsible for any damages resulting from cancellation of the Scheduled Policies of Insurance by Lender, as long as the cancellation was done in accordance with applicable law. Borrower shall be responsible for Lender's reasonable attorneys fees and expenses for any unsuccessful action filed by Borrower seeking damages for improper cancellation. In no event shall Lender's liability for breach of this Agreement exceed the unpaid balance owed by Borrower under this Agreement.
15. **RETURNED CHECKS** Borrower agrees to pay a returned check fee of \$20, as allowed by applicable law, for each of Borrower's checks returned to Lender for insufficient funds or because the insured has no account in the payor bank.
16. **WARRANTIES OF BORROWER** Borrower warrants that: (a) Each of the Scheduled Policies of Insurance have been issued or a binder has been issued; (b) Borrower has not and will not assign or encumber any unearned premium of the Scheduled Policies of Insurance or grant a power of attorney to cancel the Scheduled Policies of Insurance to anyone other than Lender until all sums due under this Agreement are paid in full; (c) Lender may assign all its rights under this Agreement as allowed by applicable law; (d) No proceeding in bankruptcy or insolvency has been instituted by or against Borrower or is contemplated by Borrower, and (e) No insurance financed by this Agreement was purchased for personal, family or household purposes, unless so indicated on page 1 and (f) The Signatory Producer/Agency may receive compensation, remuneration and/or non-cash benefits from Lender.
17. **INTEREST CALCULATION** Interest is computed on an annual basis of 12 months of 30 days on the balance of the Total Amount Financed, from the effective date of the earliest insurance policy for which premiums are being advanced to the date when all sums due under this Agreement are paid.
18. **BLANK SPACES** Borrower agrees that if any policy financed by this Agreement has not been issued at the time the Agreement is signed, the names of the insurance companies issuing the financed policies, the policy numbers and the due date of the first installment may be inserted in the Agreement after it is signed.
19. **GOVERNING LAW** The Parties agree that the law of the state in which this Agreement is executed shall control the interpretation of the Agreement and the rights of the parties, unless the Agreement is executed in a state without premium finance laws, in which case the law of the State of Florida shall govern.
20. **SAVINGS AND MERGER CLAUSE** The Parties agree that if one or more portions of this Agreement are found to be invalid or unenforceable for any reason, the remaining portions shall remain fully enforceable. The parties also agree that this Agreement contains the entire agreement between the parties regarding the subject matter herein and supersedes any prior discussions.
21. **FINANCING OPTION** Entry into this financing arrangement is not a condition of obtaining insurance. You may opt to pay the premium for such insurance without financing such premium, or to obtain financing from some other source if you choose.

SCHEDULED POLICIES OF INSURANCE

CENTRAL MASONRY INC
3174 DAVENPORT RD
DULUTH GA, GA 30096

LLOYD PRO GROUP INC
2675 BRECKINRIDGE BLVD STE 100
DULUTH, GA 30096
(770) 381-5000

V8(0)F82.60I2.29

15701

*** [REDACTED] ***

Premium	Down Payment	Unpaid Balance	Doc Stamps/Fees	Amt. Financed	Finance Charges	Total / Payments
10,511.00	3,627.80 (34.51 %)	6,883.20	0.00	6,883.20	336.30	7,219.50

Payment	Payments	Rate	First Due	Type	Status	Contract Type
721.95	10	10.52 %	9/5/2015	INVOICE	RENEW	COMMERCIAL

EFF DATE	COMPANY / BROKER	CITY	ST	CO. #	TYPE MEP	POLICY NO.	TOTAL PREMIUM
EXP DATE							

8/5/2015 CO: NCCI ASSIGNED RISK WORK COM BOCA RATON FL [REDACTED] WC TBD 10,511.00
8/5/2016 MGA: 0.00 %

Created By: 15701AR

Auth Code:

ADDITIONAL REPRESENTATIONS & WARRANTIES OF PRODUCER

(F) All information provided above is complete and correct in all respects and the policies listed above are or will be in force on the stated Effective Date and delivered by Producer to the Borrower, except for assigned risk or residual market policies.

(G) If any information listed above is or becomes incomplete or inaccurate, Producer shall promptly provide correct information to Lender.

(H) The Producer is an authorized policy issuing agent of the companies issuing the policies listed above or is the authorized agent of the MGA or broker placing the coverage directly with the insuring company, except those policies indicated with an "X".

(I) None of the policies listed above are subject to reporting or retrospective rating provisions. All policies subject to audit, minimum or fully earned premium provisions are indicated below:

Policy No and Prefix No: _____

(J) Except as indicated above, all Scheduled Policies of Insurance can be cancelled by Borrower or Lender on 10 days notice and the unearned premiums will be computed pro rata or on the standard short rate table.

(K) If any Scheduled Policies of Insurance are subject to audit, Producer and Borrower have made good faith determination that the deposit, provisional or initial premiums are not less than the anticipated premiums to be earned for the full term of the policy(ies).

(L) Upon cancellation of any of the Scheduled Policies of Insurance, Producer shall remit to Lender the full amount of the unearned premium, including unearned commission, as well as any other payments or credits received by Producer, up to the unpaid balance due under this Agreement, within 15 days of receipt from the insuring company.

(M) Producer has disclosed to Borrower any compensation received for arranging, directing or performing services in connection with this agreement.

DOCUMENTARY STAMPS REQUIRED BY LAW IF ANY ARE AFFIXED TO MONTHLY JOURNAL AND CANCELLED.

WC-10 NOTICE OF ELECTION OR REJECTION OF WORKERS' COMPENSATION COVERAGE
GEORGIA STATE BOARD OF WORKERS' COMPENSATION
NOTICE OF ELECTION OR REJECTION
OF WORKERS' COMPENSATION COVERAGE

The use of this form is required under the provisions of: (A) O.C.G.A. §34-9-2.1 of the Workers' Compensation Law if a corporate officer or limited liability company member elects to reject coverage; (B) O.C.G.A. §34-9-2.2 if a sole proprietor or partner elects to be included as an employee; or (C) O.C.G.A. §34-9-2.3 if a farm labor employer elects to provide coverage for farm laborers. The election of corporate officers or LLC members to reject coverage shall not affect a corporate officer or LLC member being included in the count of the requisite number of employees. Any employer subject to this chapter pursuant to code Section §34-9-2(a) before the filing of any exemptions shall remain subject to this chapter without regard to the number of exemptions. THIS FORM IS NOT A WAIVER OF COVERAGE AND SHOULD NOT BE ACCEPTED AS A WAIVER OF COVERAGE.

A. CORPORATION / LIMITED LIABILITY COMPANY	
I, <u>Max Gallardo</u> (Type or Print Name)	certify that I am a member of <u>Central Masonry Inc.</u> (Employer)
<u>CEO</u> (Office Held)	<u>3174 Davenport Rd</u> (Street Address)
	<u>Duluth, GA 30096</u> (City / State / Zip Code)
☒ I elect to reject the provisions of the Georgia Workers' Compensation Law.	
☐ I elect to revoke the previous rejection of _____ (Date)	
(NOTE: A maximum of five (5) officers / members may be exempted.)	

B. SOLE PROPRIETOR OR PARTNER	
I, _____, certify that I am a	☐ Sole Proprietor of _____ (Business Name)
	☐ Partner
☐ I elect to be covered under the provisions of the Georgia Workers' Compensation Law.	
☐ I elect to revoke the previous election of _____ (Date)	

C. FARM LABOR	
I, _____, certify that as the employer or representative of _____, that	(Business Name)
☐ I elect to provide Workers' Compensation coverage for farm laborers.	
☐ I elect to revoke the previous election of _____ (Date)	

D. CERTIFICATION		
☒ I hereby certify that the information listed is true and correct.		
Print Name <u>Max Gallardo</u>	Business Phone Number and Ext _____	Signature <u>[Signature]</u>
Business Address <u>3174 Davenport Rd Duluth, GA 30096</u>		
A COPY OF THIS FORM MUST BE FILED WITH YOUR CURRENT WORKERS' COMPENSATION CARRIER. IF YOU DO NOT HAVE A CARRIER, AND THE BUSINESS HAS 3 TO 5 CORPORATE OFFICERS OR LIMITED LIABILITY MEMBERS AND NO EMPLOYEES, THIS FORM MUST BE FILED WITH THE STATE BOARD OF WORKERS' COMPENSATION AT 270 PEACHTREE STREET, N.W., ATLANTA, GEORGIA 30303-1299.		
NOTE: DO NOT SEND TO THE BOARD IF THERE IS INSURANCE COVERAGE.		

IF YOU HAVE QUESTIONS PLEASE CONTACT THE STATE BOARD OF WORKERS' COMPENSATION AT 404-656-3818 OR 1-800-533-0682 OR VISIT <http://www.sbwc.georgia.gov>.
WILLFULLY MAKING A FALSE STATEMENT FOR THE PURPOSE OF OBTAINING OR DENYING BENEFITS IS A CRIME SUBJECT TO PENALTIES OF UP TO \$10,000.00 PER VIOLATION (O.C.G.A. §34-9-18 AND §34-9-19).

WC-10

REVISION 05/2013

10

NOTICE OF ELECTION OR REJECTION OF
WORKERS' COMPENSATION COVERAGE

1 OF 2

Sent: 8/6/2015 12:49:59 PM

From: RMAPS_Finance_Admin@ncci.com

To: ACOOPER@LLOYDPROGROUP.COM, ARICHARDT@LLOYDPROGROUP.COM

Cc:

Subject: RMAPS Application # [REDACTED] - Payment Confirmation (THIS EMAIL WILL NOT ACCEPT A RESPONSE)

This is to confirm that NCCI, Inc. has received a premium deposit payment request for the above referenced application submitted through **RMAPS® Online Application Service**, as follows:

Confirmation: Electronic Payment (ACH)

Producer:	ANGELA COOPER	Payment Date:	08/06/2015
Agency:	LLOYD PRO GROUP	Account Holder Name:	Lloyd Pro Group
Risk Name:	CENTRAL MASONRY INC	Bank Routing Number:	[REDACTED]
Application ID:	[REDACTED]	Financial Institution:	WELLS FARGO BANK NA
Payment Amount:	\$10511	Bank Account Number:	[REDACTED]

Thank you for your ACH payment request.

Premium deposit payments are not considered paid until NCCI has received the funds from your financial institution.

Please forward this information to the applicant if payment was made from their account.

Thank you for using **RMAPS® Online Application Service**.

This automated email will not accept a response. If you have any questions, please e-mail Customer Service, or call NCCI Assigned Risk toll free 800-NCCI-123 (800-622-4123).

Sent: 8/10/2015 12:01:39 PM
From: NCCI_Reply_Required@ncci.com
To: ACOOPER@LLOYDPROGROUP.COM, ARICHARDT@LLOYDPROGROUP.COM
Cc:
Subject: First Notice - RMAPS Application ID [REDACTED] - CENTRAL MASONRY INC

FIRST NOTICE

Thank you for submitting the above referenced application for workers compensation insurance. Additional information is required in order to determine the applicant's eligibility for coverage under The Plan.

The established effective date may be honored provided the requested information is received at the National Council on Compensation Insurance (NCCI) service center by **08/12/2015 8:00 P.M. EST**, and the application is otherwise deemed eligible for coverage.

For prompt and efficient processing of your application, please choose one of the following options:

- Please select "reply all" to this email and provide the answers to the requested information. Do not change any information in the subject line, as the subject line is used to associate your email to the application.

OR

- Log into NCCI.com and go to the RMAPS® Online Application Service, click on the application ID number and provide answers in the text boxes available.

REQUESTED INFORMATION

Please provide the last name for Sandra who appears on the ACORD 133.

The established effective date will be rendered void and coverage will not be afforded unless the requested information is received by the date and time referenced above.

If you have any questions regarding the contents of this letter please contact the Assigned Risk Analyst named below.

Sincerely,

HELEN EBLE
Assigned Risk Analyst
Phone: (800) 622-4123 Ext. 1141

From: Amelia Richardt
To: NCCI_Reply_Required
Cc:
Subject: RE: First Notice - RMAPS Application ID [REDACTED] - CENTRAL MASONRY INC
Received Timestamp: 8/10/2015 1:46:00 PM

Her last name is "O".

Just the letter.

Thanks,

Amelia Richardt

From: NCCI_Reply_Required [mailto:NCCI_Reply_Required@ncci.com]
Sent: Monday, August 10, 2015 12:01 PM
To: Angie Cooper; Amelia Richardt
Subject: First Notice - RMAPS Application ID [REDACTED] - CENTRAL MASONRY INC

FIRST NOTICE

Thank you for submitting the above referenced application for workers compensation insurance. Additional information is required in order to determine the applicant's eligibility for coverage under The Plan.

The established effective date may be honored provided the requested information is received at the National Council on Compensation Insurance (NCCI) service center by **08/12/2015 8:00 P.M. EST**, and the application is otherwise deemed eligible for coverage.

For prompt and efficient processing of your application, please choose one of the following options:

- Please select "reply all" to this email and provide the answers to the requested information. Do not change any information in the subject line, as the subject line is used to associate your email to the application.
- OR
- Log into NCCI.com and go to the RMAPS® Online Application Service, click on the application ID number and provide answers in the text boxes available.

REQUESTED INFORMATION

Please provide the last name for Sandra who appears on the ACORD 133.

The established effective date will be rendered void and coverage will not be afforded unless the requested information is received by the date and time referenced above.

If you have any questions regarding the contents of this letter please contact the Assigned Risk Analyst named below.

Sincerely,

HELEN EBLE

Assigned Risk Analyst

Phone: (800) 622-4123 Ext. 1141

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Debra White

From: Jordan Dunn <JDunn@insurancehub.com>
Sent: Thursday, May 26, 2016 3:44 PM
To: Stephen Stublely
Cc: Rosemarie Farrell
Subject: 05.26.16 Calvin Felder (WCC # 1521141) *AGENTS ACCOUNT OF AGREEMENT TO ADD SC*

Hi Mr. Stublely,

I have met with our VP and we have listened to the phone call between our Account Manager, Patrick Barger and Karlie with Guard on Sept. 2, 2015 (all our calls are recorded) – in the phone call, Karlie advises she “will add South Carolina”, the conversation continues regarding payroll and the persons actually performing the work. It is confirmed the jobs in SC will be completed by sub contractors with their own coverage and Central Masonry would only be providing the supervision. Karlie ended the call advising she would “add the waiver for the excluded officer.” I don’t know how you would accomplish that, but that is what is on the call.

Please advise if you have any further questions.
Thank you,

In honor of all the veterans as well as the active service members, our offices will be closed Friday, May 27, 2016 at 3:00 pm and on Monday, May 30, 2016.



insurancehub
a Lloyd Pro Group Company

Jordan Dunn, CIC, Commercial Lines Account Manager

2675 Breckinridge Blvd. | Suite 100 | Duluth, GA 30096

direct: 404.335.7020
main: 770.497.1200
fax: 770.814.7187
web: insurancehub.com

We are happy to provide CERTIFICATES of insurance or EVIDENCE OF PROPERTY insurance at your request with a 24 hour turnaround time. If you have a RUSH request, please make sure you advise us and we will do our best to comply with your needs. All requests should be emailed to: certificates@insurancehub.com

Thank you!

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From: Stephen Stublely [mailto:ssublely@mckayfirm.com]
Sent: Wednesday, May 25, 2016 11:08 AM
To: Jordan Dunn

Cc: Rosemarie.Farrell@guard.com
Subject: RE: 05.05.16 Calvin Felder (WCC # 1521141)

Jordan,

I may need someone to testify to this at a Hearing as Central Masonry is alleging coverage. Would you be that person? A Hearing date has not been set.

Stephen

M. Stephen Stuble, Esquire
McKay, Cauthen, Settana & Stuble, PA
1303 Blanding Street
P.O. Box 7217
Columbia, SC 29202
(803) 256-4645
www.mckayfirm.com



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From: Jordan Dunn [<mailto:JDunn@insurancehub.com>]
Sent: Wednesday, May 25, 2016 9:44 AM
To: Stephen Stuble
Cc: Rosemarie.Farrell@guard.com
Subject: RE: 05.05.16 Calvin Felder (WCC # 1521141)

Good morning Mr. Stuble,

I have reviewed the policy transactions on our side and here is the timeline of events:

8/18/2015 – Received request for certificate for SC job. Request to Guard to add SC

8/19/2015 8:51 am- Advised insured Guard denied adding WOS in SC as SC was not on the policy. We were advised we could add SC, but would need annual payroll for all jobs in SC.

9:02 am – We received notice from the insured all the work in SC is being performed by sub-contractors. All jobs will have a sub-contractor and we will have their COI for those jobs.

9/2/2015 – Phone call between Guard and “the agent” SC was not added to this policy and will not be added. “Waivers should only be added for the excluded officer. The officer will be overseeing the work being done performed by insured subs only. No employees on this policy will be doing this work.”

1/15/2016 2:08 pm – I contacted Guard regarding SC – “How do you add a waiver for an excluded officer?” Yes, initially the work was performed by insured subs, but then as we all believed SC had been added – they hired an employee.” I also advised in the same email, we needed to add KY.

2:23PM – I was advised “There were no endorsements, increased premium billed or SC waivers billed and mailed out on the policy for the state of South Carolina. There was a preliminary audit completed in the beginning of Oct. that did not have any SC exposure/payroll noted on it. We are not a servicing carrier for KY. KY cannot be added to this policy.”

And that was the last communication regarding adding SC to the policy.

Please advise if you need anything further.

Thank you,



insurancehub
a Liberty Mutual Group Company

Jordan Dunn, CIC, Commercial Lines Account Manager

2675 Breckinridge Blvd. | Suite 100 | Duluth, GA 30096

direct: 404.335.7020

main: 770.497.1200

fax: 770.814.7187

web: insurancehub.com

We are happy to provide CERTIFICATES of insurance or EVIDENCE OF PROPERTY insurance at your request with a 24 hour turnaround time. If you have a RUSH request, please make sure you advise us and we will do our best to comply with your needs. All requests should be emailed to: certificates@insurancehub.com

Thank you!

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From: Patrick Barger

Sent: Wednesday, May 25, 2016 9:12 AM

To: Jordan Dunn

Subject: FW: 05.05.16 Calvin Felder (WCC # 1521141)

The customer is Central Masonry on this. The attorney called and said that he was in today but out tomorrow – Monday. His number looks to be (803) 256-4645.

Thanks,

Please feel free to check with me on anything you need. We have a full service agency which includes Health and Life Insurance as well as Financial Products!

Patrick Barger, Account Manager

2675 Breckinridge Blvd. | Suite 100 | Duluth, GA 30096

Direct: 404.335.7021

Main: 770.497.1200

Fax: 770.814.7187

Web: insurancehub.com

Home | Auto | Business | Umbrella | Valuable Items | Life | Motorcycle & ATV | Golf Carts | Boats | ID Theft

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From: Stephen Stublely [<mailto:ssublely@mckayfirm.com>]

Sent: Wednesday, May 25, 2016 8:51 AM

To: Patrick Barger; Patrick Barger

Subject: FW: 05.05.16 Calvin Felder (WCC # 1521141)

From: Rosemarie Farrell [<mailto:Rosemarie.Farrell@guard.com>]

Sent: Thursday, May 05, 2016 9:00 AM

To: Stephen Stublely

Subject: 05.05.16 Calvin Felder (WCC # 1521141)

Good Morning:

This COI was not issued by GUARD or through any of Guard's software. In fact, this is the first time this COI has been seen by AmGUARD. The agent may have provided it to the employer for the job, but it does not confirm coverage on behalf of AmGUARD, nor does it change the terms and conditions of the policy. The policy is subject to all terms conditions limitations and exclusions regardless of the issuance of a COI. A COI is not part of the policy. In fact, the COI contains the following disclaimer right in the header which affirms it does not extend rights to the holder, extend coverage, or change the terms of the policy.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

It should be noted that the agent is not AmGUARD's agent and has no authority to interpret coverage under the Policy on behalf of AMGUARD. The agent is the agent of the employer, not AmGUARD, and sought a policy on behalf of the employer. In this case, the agent is even farther removed from AmGUARD since this is an assigned risk policy. The agent applied for a policy with NCCI (administrator of the GA assigned risk pool) on behalf of the employer, and NCCI then assigned AmGUARD to be the carrier and issue a policy for the employer. The agent certainly has no right to change the terms on the assigned risk endorsement on behalf of NCCI. The DEC page, as previously noted, is clear that the Risk Limited Out of

State endorsement applies, and the endorsement itself even notes clearly that coverage will not apply to other states.

Also, as noted, the policy number listed on the COI is not an AmGUARD policy number, and since we did not issue the COI, we would have no idea where the agent got that number or if there is another policy out there. Also, a COI does not make the holder an additional insured under a policy, only an endorsement to the policy itself can make a party an additional insured. In this case there was never any request for such an endorsement. The COI also notes clearly that only an endorsement can make a certificate holder an additional insured.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.

Bottom line is the employer did not meet the conditions for out of state coverage under the policy regardless of the job address or COI and therefore there is no coverage for the loss in SC. The job address listed on a COI is irrelevant as neither the COI or merely naming a location of a job alters the policy terms, conditions or endorsements.

Rosemarie Farrell

COVERAGE SPECIALIST

Berkshire Hathaway GUARD Insurance Companies

rosemarie.farrell@guard.com

570-825-9900, ext. 1186

From: Stephen Stublely [<mailto:sstublely@mckayfirm.com>]

Sent: Wednesday, May 04, 2016 4:48 PM

To: Rosemarie Farrell

Subject: FW: Calvin Felder (WCC # 1521141)

Rose, Please see attached. Specifically, see P. 2 where it lists job address.

Stephen

M. Stephen Stublely, Esquire

McKay, Cauthen, Settana & Stublely, PA

1303 Blanding Street

P.O. Box 7217

Columbia, SC 29202

(803) 256-4645

www.mckayfirm.com



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Lawyer Ratings

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From: Joyce Deatrick [<mailto:jdeatrick@saf.sc.gov>]

Sent: Wednesday, May 04, 2016 4:38 PM

To: Stephen Stubley

Subject: Calvin Felder (WCC # 1521141)

Mr. Stubley,

Attached is the Certificate of Liability Insurance.

Respectfully,

Joyce Deatrick

Administrative Assistant

Uninsured Employers' Fund

P.O. Box 210039

Columbia, South Carolina 29221-0039

P: 803 896-7019

F: 803 612-2765

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THANK YOU



**BERKSHIRE HATHAWAY
GUARD INSURANCE
COMPANIES**

Berkshire Hathaway GUARD
P.O. Box A-H • 16 S. River Street
Wilkes-Barre, PA 18703-0020
570-825-9900 (Toll-Free 800-673-2465)
FAX 570-823-2059
www.guard.com

August 27, 2015

CENTRAL MASONRY INC
3174 DAVENPORT RD
DULUTH, GA 30096

Agent: LLOYD PRO GROUP, INC.
2675 Breckinridge Blvd
Suite 100
Duluth, GA 30096
Phone: 770-497-1200; Fax: 770-814-7187

Binder #: [REDACTED]
Policy #: [REDACTED]
Policy Period: 08/07/2015 - 08/07/2016

Note: A binder from the Workers' Compensation Plan Administrator, which you may have already received or will be receiving shortly, serves as your proof of coverage until cancelled or your policy is issued.

WELCOME TO Berkshire Hathaway GUARD!

As the servicing carrier selected by the state to handle your policy, Berkshire Hathaway GUARD Insurance Companies (specifically, our subsidiary, AmGUARD Insurance Company) is pleased to have the opportunity to provide you with the superior customer services you deserve. If you have a question about your Workers' Compensation coverage or have a particular need, our professional staff and automated resources will be available to assist you.

Our **Customer Service Department** is available by phone at **1-800-673-2465** Monday through Friday, 8:00 AM to 5:00 PM EST. After hours, you can leave a voice mail, send an e-mail (csr@guard.com), FAX us (**1-570-823-2059**), or complete an on-line form (accessible from the Customer Service section of our **Policyholder Service Center** at www.guard.com). Our mailing address is listed in the upper right corner.

To make a payment:

We accept payment via check, bank check, direct draft (EFT), and credit card. Payments can be mailed to PO Box 785410, Philadelphia, PA 19178-5410.

To report a claim or loss:

Call us immediately at **1-888-NEW-CLMS** (1-888-639-2567) — 24 hours a day, seven days a week.

To report fraud:

Call our Fraud Special Investigative Unit via our **Fraud Hotline** at **1-800-673-2465**, ext. **TIPS** — 24 hours a day, seven days a week.

To request Certificates of Insurance:

If you are represented by an agency, they can provide you with the certificates you need. Otherwise, you can either fax us at **1-570-823-2059** or call our **Customer Service Department** at **1-800-673-2465**. Either way, be prepared to provide the company name, address, fax number, and contact person of the entity requesting the certificate.

To obtain service from a specific discipline:

You can feel free to address your issue to the attention of the following individuals.

<u>Department</u>	<u>Contact Name</u>	<u>Email Address</u>	<u>Extension</u>	<u>Fax Number</u>
Billing	Lori Decker	csr@guard.com	1300	570-825-6211
Audit	Dawn Aigeldinger	csr@guard.com	1300	570-829-4587
Loss Prevention	John Bohn	csr@guard.com	1300	570-825-2990
Underwriting	Dawn Aigeldinger	csr@guard.com	1300	570-820-7968
Claims	Lisa Krzywicki	csr@guard.com	1300	570-825-0611

We look forward to having this opportunity to serve your insurance needs. Please keep a copy of this letter with your Berkshire Hathaway GUARD Insurance Companies policy for future reference.

Policy Information Page (AR)

[1] Named Insured and Mailing Address CENTRAL MASONRY INC 3174 DAVENPORT RD DULUTH, GA 30096	Agency LLOYD PRO GROUP, INC. 2675 Breckinridge Blvd Suite 100 Duluth, GA 30096 Agency Code: GALOYD10
Federal Employer's ID [REDACTED]	Insured is Corporation
Locations on Policy (L2) 12646 CAPITAL BLVD , WAKE FOREST, NC 27587 (08/07/2015 - 08/07/2016)	

[2]	Policy Period From August 7, 2015 to August 7, 2016, 12:01 AM, standard time at the insured's mailing address.

[3]	Coverage A. Workers' Compensation Insurance - Part One of this policy applies to the Workers' Compensation Law of the following states: Georgia, North Carolina B. Employer's Liability Insurance - Part Two of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are: Bodily Injury by Accident - each accident \$1,000,000 Bodily Injury by Disease - each employee \$1,000,000 Bodily Injury by Disease - policy limit \$1,000,000 C. Refer to Residual Market Limited Other States Insurance Endorsement-WC 00 03 26A D. This policy includes these endorsements and schedules: See Extension of Information Page - Schedule of Forms

[4]	Premium The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$	10,513
Total Surcharges/Assessments	\$	0.00
Total Estimated Cost	\$	10,513.00

INTERNAL USE OR
 MGA : [REDACTED]
 Date : 08/27/2015

Page - 1 -

Information Page
 WC 000001A

Policy Information Page (AR)

Extension of Information Page

Schedule of Forms

WC000000C - STANDARD POLICY
WC000001A - INFORMATION PAGE
WC000308 - PARTNERS, OFFICERS & OTHERS EXCL. END.
WC000326A - LIMITED OTHER STATES ENDORSEMENT
WC000326A - RESIDUAL MARKET LTD OTHER STATES INS.END
WC000403 - EXPERIENCE RATING MODIFICATION FACTOR
WC000404 - PENDING RATE CHANGE ENDORSEMENT
WC000414 - NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC000417B - ASSIGNED RISK LSRP NOTIFICATION END'T
WC000419 - PREMIUM DUE DATE ENDORSEMENT
WC000421D - CATASTROPHE(OTHER THAN CERT ACTS OF TERR
WC000422B - TERR RISK INS PROG REAUTHORIZATION ACT
WC100402 - GEORGIA NON-COOPERATION WITH PREM AUDIT
WC100601B - GA CANCELTION, NONRENEWAL & CHANGE ENDT
WC320301C - NC AMENDED COVERAGE ENDORSEMENT
WC320601A - NC CANCELTATION AND NON-RENEW ENDT
WC990000 - AUTHORIZATION AND ATTESTATION END'T

Remember, we make a variety of loss control services available to you at no additional charge, including educational resources accessible from our *Policyholder Service Center* at <https://policyholder.guard.com>.

INTERNAL USE OR
MGA : [REDACTED]
Date : 08/27/2015

Page - 2 -

Information Page
WC 000001A

Policy Information Page (AR)

[4] Premium (cont.)

Georgia

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
Effective: 08/07/2015-08/07/2016				
MASONRY NOC	5022	25,000.00	36.83	9,208
CLERICAL OFFICE EMPLOYEES NOC	8810	35,000.00	0.47	165
Increased Limits Emp Liability, 1000K/1000K/1000K	9812		1.1%	103
Amt to Bal Inc Lim				9
Total Estimated Annual Premium for GA				
				9,485

North Carolina

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
Effective: 08/07/2015-08/07/2016				
MASONRY NOC	5022	5,000.00	14.99	750
Increased Limits Emp Liability, 1000K/1000K/1000K	9812		1.1%	8
Total Estimated Annual Premium for NC				
				758

Policy Totals

Total Estimated Standard Premium for Georgia				9,485
Total Estimated Standard Premium for North Carolina				758
Terrorism GA	9740	0.02	60,000	12
Catastrophe	9741	0.01	60,000	6
Expense Constant				250
Terrorism NC	9740	0.02	5,000	1
Catastrophe	9741	0.01	5,000	1
Minimum Premium GA \$1,620				
Total Estimated Annual Premium				10,513
Total Estimated Cost for [REDACTED]				10,513

INTERNAL USE OR
MGA : [REDACTED]
Date : 08/27/2015

Page - 3 -

Information Page
WC 000001A

Policy Information Page (AR)

Policy Payment Terms

Payment Option: Direct Bill

Payment is due in our office on the
dates shown below.

Installment Plan
(prepared 08/27/2015)

Down Payment received 08/14/2015 - \$10,511.00

Installments*	Due Date
2.00	11/07/2015

*Includes surcharges and state fees, if any.
Installment fees (not included above) will also be
charged with each installment due, unless the
account is prepaid.

INTERNAL USE OR
MGA : [REDACTED]
Date : 08/27/2015

Page - 4 -

Issuing Office: P.O. Box A-H, 16 S. River Street, Wilkes-Barre, PA 18703-0020 • www.guard.com



BERKSHIRE HATHAWAY
GUARD INSURANCE
COMPANIES

Workers' Compensation and Employer's Liability Policy
AmGUARD Insurance Company - A Stock Company
Policy Number [REDACTED]

Renewal of NEW
NCCI No. [REDACTED]

Partners, Officers, and Others Exclusion Endorsement

Policy Effective Date 08/07/2015

Issued To CENTRAL MASONRY INC

The policy does not cover bodily injury to any person described in the Schedule. The premium basis for the policy does not include the remuneration of such persons. You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Officers:

MAX GALLARDO

INTERNAL USE OR [REDACTED]
MGA : [REDACTED]
Date : 08/27/2015

WC000308

RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT

"Part Three—Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE !

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 26 A
(Ed. 2-97)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 03

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of

(DATE)

Policy No. [REDACTED]

Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$

Authorized Representative

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

WC 00 04 04

PENDING RATE CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. [REDACTED]

of the

(NAME OF INSURANCE COMPANY)

issued to

Premium \$

Authorized Representative

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 14 (Ed. 7-90)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. _____ of the _____
(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION ENDORSEMENT**A. LSRP Mandatory Assigned Risk Retrospective Rating Plan**

This endorsement is to advise you that, during the term of this policy or upon renewal, you may become subject to the mandatory assigned risk Loss Sensitive Rating Plan (LSRP), which is a retrospective rating plan that may adjust the cost of your workers compensation and employers liability insurance policy. This endorsement must be attached to all assigned risk policies, including policies for professional employer organization (PEO) and temporary arrangements, regardless of LSRP standard premium size in states that have approved the LSRP. In the event that you meet or exceed the eligibility requirements of LSRP, an LSRP contingent deposit equal to 20% of LSRP standard premium is required.

B. Eligibility

1. Your insurance is written under a Workers Compensation Insurance Plan (WCIP) in a state that has approved LSRP.
2.
 - a. LSRP will apply to an individual assigned risk policy if the standard premium meets or exceeds the amount noted in the Schedule, in accordance with NCCI's **Basic Manual**.
 - b. It may not always be possible for a single carrier to provide coverage for all requested states; additional policies issued by more than one carrier may be necessary.
 - c. WCIP policies issued in non-LSRP-approved jurisdictions are not subject to LSRP and are not combinable with WCIP policies in LSRP-approved jurisdictions for eligibility purposes.
 - d. LSRP eligibility may be impacted by ownership or combinability status in accordance with NCCI's **Experience Rating Plan Manual**.
3. LSRP standard premium is defined in accordance with NCCI's **Basic Manual**.

C. Deposit/Initial Premium and LSRP Contingency Deposit

1. Deposit or initial premium is paid on all new and renewal WCIP policies, including LSRP policies, in accordance with NCCI's **Basic Manual**. It is paid to us in addition to the LSRP contingency deposit, which secures all new and renewal LSRP policies as detailed in the LSRP rules.
2. The LSRP contingency deposit paid to us serves as collateral for premium that may be due to us as a result of losses incurred during the policy term.
3. At policy inception, the LSRP contingency deposit is calculated by multiplying the LSRP standard premium by 20%. If WCIP policies are combined for LSRP purposes, the LSRP contingency deposit is calculated by multiplying the combined LSRP standard premium for all policies by 20%.

D. Impact of Changes in LSRP Standard Premium

1. For all policies except for professional employer organizations (PEOs) and temporary arrangements, LSRP may be applied to a policy, or an LSRP policy may be converted to a guaranteed cost policy:
 - a. If the LSRP standard premium decreases during the first 120 days, and falls below the LSRP eligibility threshold, your policy will be converted to a guaranteed cost policy, retroactive to policy inception, and your LSRP contingency deposit will be returned.
 - b. If the LSRP standard premium increases during the first 120 days, and meets the LSRP eligibility threshold, LSRP will be applied retroactively to policy inception and the 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.
 - c. If the LSRP standard premium decreases after the first 120 days and falls below the LSRP eligibility threshold, the LSRP continues to be applied to your policy(ies).
 - d. If the LSRP standard premium increases after the first 120 days, and meets the LSRP eligibility threshold, your policy(ies) will remain a guaranteed cost policy(ies) and the LSRP is applied at renewal, subject to meeting the eligibility requirements on the renewal policy(ies).
2. For all PEO and temporary arrangement WCIP policies, if the LSRP standard premium meets or exceeds the eligibility threshold **at any time**, LSRP is applied retroactively to policy inception. The 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.

(Ed. 1-11)

E. Evasion of LSRP

1. If you take actions for the purpose of avoiding the application of LSRP, or for otherwise legitimate business reasons that nonetheless result in the improper calculation and/or application of LSRP, regardless of intent, any action that results in the miscalculation and/or misapplication of LSRP determined in accordance with the LSRP rules is prohibited. These actions include, but are not limited to:
 - Misrepresentation and/or miscalculation of payroll at application, audit, or renewal
 - Failure to report changes in ownership or ownership information according to the WCIP and NCCI's *Experience Rating Plan Manual*
 - Violation of any of the terms and conditions under the policy for which this insurance was issued
 - Failure to allow us and/or the Plan Administrator and/or rating organization reasonable access to your facilities or files and records for audit or inspection
 - Failure to disclose to us and/or the Plan Administrator and/or rating organization the full nature and scope of your exposure or business operations
2. In such circumstances, we and/or the Plan Administrator and/or rating organization may obtain any information that indicates evasion or improper calculation or application of LSRP due to actions including, but not limited to, those listed above. We and/or the Plan Administrator and/or rating organization will act to ensure the proper calculation and application of LSRP to inception of all current and preceding WCIP policies impacted by these actions.

This endorsement applies in the states listed in the Schedule below.

Schedule

State

Premium Eligibility

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 04 17 B
(Ed. 1-11)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

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.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

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 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **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.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **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.
- **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
GA	0.010	6.00
NC	0.010	1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. 

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WC 00 04 21 D
(Ed. 1-15)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

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 2015. 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, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, 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, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar 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:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

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
GA	0.020	\$12.00
NC	0.020	\$1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED] Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 04 22 B
(Ed. 1-15)

GEORGIA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Georgia is shown in Item 3.A. of the Information Page.

This endorsement adds to Part Five—Premium, Condition G. Audit, the following provision:

If you do not allow us to examine and audit all of your records that relate to this policy, we may utilize a payroll amount of three times the estimated payroll for purposes of determining final premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 10 04 02
(Ed. 1-13)

GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Georgia is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation, Nonrenewal, and Change

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect, subject to the following:
 - a. If only your interest is affected, the effective date of cancellation will be the later of the date we receive notice from you or the date specified in the notice.
 - b. If by statute, regulation, or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practicable after receiving your request for cancellation.
Our notice will state the effective date of cancellation, which will be the later of the following:
 - 1) 10 days from the date of mailing or delivering our notice, or
 - 2) The effective date of cancellation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancellation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancellation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase in premium due to change in risk or exposure, including a change in experience modification or resulting from an audit of auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.
4. If you fail to submit to, or allow an audit for, the current or most recently expired policy term, we may, after two documented efforts to notify you and your agent of potential cancellation, send via certified mail or statutory overnight delivery, return receipt requested, written notice to you at least 10 days prior to the effective date of cancellation in lieu of the number of days' notice otherwise required by state law. However, we must not mail a cancellation notice within 20 days of the first documented effort to notify you of potential cancellation.
5. The policy period will end on the day and hour stated in the cancellation notice except as provided for above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WC 10 06 01 B
(Ed. 7-14)

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal**1. You may cancel this policy.**

If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.

(a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.

(b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:

- (1) Nonpayment of premium in accordance with the policy terms.
 - (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.
 - (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.
 - (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.
 - (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.
 - (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
 - (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
 - (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.
 - (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.
 - (10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.
- (c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We may provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Notice of cancellation may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person's interest.

- (d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.
3. We may refuse to renew this policy:
- (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
 - (b) If this policy is for a term of more than one year or for an indefinite term, then to nonrenew the policy at the policy anniversary date we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
 - (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
 - (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.
4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.
5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.
6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph. Notice of nonrenewal may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

CANCELLATION AND NON-RENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in item 3.A. of the Information Page.

It is hereby understood and agreed that all cancellation provisions in the policy addressing the required number of days notice for cancellation by us or non-renewal by us are amended as follows:

- a. ____ days notice will be given for notice of cancellation for non-payment of premium.
- b. ____ days notice will be given for notice of cancellation for any other reason.
- c. ____ days notice will be given for non-renewal.

Notwithstanding the provisions above, in no event will the number of days notice for cancellation or for non-renewal be fewer than the number of days required by North Carolina law.

In the event of cancellation or nonrenewal of the policy, we will mail notice to the named insured, and to the additional person(s) or organization(s) named in the Schedule below, as required by North Carolina law:

SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Policy Effective Date

Insurance Company

Countersigned by _____

AUTHORIZATION AND ATTESTATION ENDORSEMENT

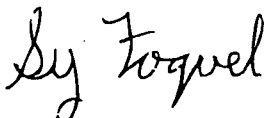
This endorsement authorizes the insurance contract between you and the GUARD insurance company subsidiary listed on the INFORMATION PAGE of your insurance policy.

In Witness Whereof, this page executes and fully attests to this policy. If required by state law, the policy shall not be valid unless countersigned by our authorized representatives.

Authorizing signatures



Michael J. Dulin
General Counsel and Secretary



Sy Foguel, ACAS, FILAA
Chief Executive Officer and President



BERKSHIRE HATHAWAY
GUARD INSURANCE
COMPANIES

This endorsement authorizes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No. [REDACTED]

Endorsement No.
Premium

Insurance Company
WC 99 00 00

Countersigned by _____

(Ed. 4-14)

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Berkshire Hathaway GUARD
P.O. Box A-H • 16 S. River Street
Wilkes-Barre, PA 18703-0020
570-825-9900 (Toll-Free 800-673-2465)
FAX 570-823-2059
www.guard.com

Important Alert for Policy # [REDACTED]

Please read this important advance notice which outlines our policy for handling Workers' Compensation premium for subcontractors*. If you have any questions or do not understand any portion of the explanation, we suggest you contact your agent immediately because the cost of your coverage may be affected at final audit time.

Premium Charge for Subcontractors

If you hire subcontractors who do not have their own Workers' Compensation insurance, your premium calculation will be modified to include any amounts paid for their labor. This additional premium is addressed in Part Five C 2 of your policy and compensates us for the risk that one or more of these subcontractors (or one of the subcontractor's employees) will file a claim for benefits under your coverage.

Although subcontractors may appear to be independent businesses, claims filed by them (or their employees) are common after an injury. Under Workers' Compensation law, the legal definition of "employee" is much broader than the common understanding of that term. In addition, many states make you – as the contractor – automatically responsible for certain expenses due to work-related injuries to your independent subcontractors or their employees. Regardless of the state law, Berkshire Hathaway GUARD Insurance Companies must pay legal fees under Part One of your policy to defend these claims and must also pay Workers' Compensation benefits in many cases.

For these reasons and in accordance with Part Five C 2 of your policy, we will charge appropriate additional premium unless the subcontractors have their own in-force Workers' Compensation coverage during your entire policy period, and you are able to provide acceptable proof of this coverage to us prior to completion of your final audit. Evidence of general liability insurance, pre-determinations or statements of independent contractor status, hold harmless agreements, etc. are not acceptable substitutes, and no exceptions will be made for sole proprietors or others on the grounds that such parties are not required to purchase (or cannot purchase) Workers' Compensation insurance. The risk of a claim against your policy from an uninsured subcontractor is the same, regardless of his or her reason for having no coverage. Furthermore, these additional charges will be imposed when applicable, even if exceptions have been granted to you by us or by another carrier in the past.

Please realize that premium may be charged for subcontractors hired by uninsured entities owned or controlled by you. Premium will be charged if the Rating Bureau rules in your state require the related entity to be combined in a single policy with the company we are insuring.

Ultimately, we believe this policy is in the best interests of all parties, and we hope that this advance notification will prevent any misunderstandings at a later date. As always, we thank you for selecting Berkshire Hathaway GUARD Insurance Companies, and we look forward to serving you during the upcoming policy year.

***Note: A "subcontractor" is a person or organization paid to assist you in providing a product or service to your customer or client (and not just to you). Workers' Compensation laws in most states presume that such vendors are "employees" who, therefore, often file claims seeking benefits.**



BERKSHIRE HATHAWAY
GUARD INSURANCE
COMPANIES

Privacy Policy

GUARD Insurance Group, Inc. is committed to treating and using personal financial information about you and your employees responsibly. We will not disclose nonpublic, personal information about you and your employees to anyone except as permitted or required by law.

This disclosure is made on behalf of the following affiliates of GUARD Insurance Group, Inc.: AmGUARD Insurance Company; NorGUARD Insurance Company; EastGUARD Insurance Company; and WestGUARD Insurance Company.

Collecting Information

We collect nonpublic, personal information from you about you and your employees to properly maintain and service your policy. This nonpublic, personal information may come from the following sources:

- **Application Information and Other Forms.** On the application for insurance or other forms completed by you, you provide us with most of the information we need to process policies and claims.
- **Transaction Information.** We may develop information about you and your employees based on transactions and experiences you have with us, our affiliates, or others.
- **Third-Party Information.** This is information that we receive to verify or supplement your application or claims.

Disclosing Information

In the course of conducting business and as permitted or required by law, we may share nonpublic, personal information about you and your employees with our affiliated companies. We do not disclose any nonpublic, personal information about you and your employees to any nonaffiliated third parties, except for the conduct of our business or as permitted or required by law. Information may be supplied to others providing business services for us. Additionally, we may provide information for audit or research purposes or to law enforcement agencies to help us prevent fraud.

Securing Information

We restrict access to nonpublic, personal information about you and your employees to our employees who need to know the information necessary to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable regulations to guard the nonpublic, personal information of you and your employees.

AmGUARD

P.O. Box A-H • 16 S. River Street • Wilkes-Barre, PA 18703-0020
Telephone: 570-825-9900 • 800-673-2465
A Current Copy of Our Privacy Policy - 290 - Always Available at www.guard.com

LLOYD PRO GROUP, INC.
2675 Breckinridge Blvd
Suite 100
Duluth, GA 30096

SEPARATOR PAGE

WC000000C
WC000001A
WC000326A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The 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 promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. 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, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable 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 insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. 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, but not 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 insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.
- This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
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 thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

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.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

(Ed. 1-15).

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT

"Part Three—Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE**A. How This Insurance Applies**

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE !

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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(Ed. 2-97)

GEORGIA STATE BOARD OF WORKERS' COMPENSATION

NOTICE TO CONTROVERT

Board Claim No.	Employee Last Name Felder	Employee First Name Calvin	M.I.	SSN or Board Tracking # [REDACTED]	Date of Injury 12/30/2015

A. IDENTIFYING INFORMATION					
EMPLOYEE	Phone Number () -		Address [REDACTED]		
Employee E-mail Address		City Columbia	State SC	Zip Code 29223	
EMPLOYER	Name CENTRAL MASONRY INC				Phone Number (770) 616-5941
Address 3174 DAVENPORT RD					
City DULUTH			State GA	Zip Code 30096	
Employer E-mail Address cm2676@hotmail.com					
INSURER/ SELF-INSURER	Name AmGUARD Insurance Company		Insurer/Self-Insurer File # [REDACTED]		
CLAIMS OFFICE	Name Wilkes-Barre, PA		Phone Number 800-673-2465		
Address P.O. Box 1368		SBWC ID# (five digit no.) [REDACTED] AmGUARD			
City Wilkes-Barre	State PA	Zip Code 18703-1368			
Claims Office E-mail Address Marissa.Green@guard.com					

B.
☒ 1. This serves as notice, pursuant to O.C.G.A. §34-9-221, that the right to compensation in this claim is being controverted on the following specific grounds: No coverage. Right to reserve all 34-9 defenses
☐ 2. This is notice, pursuant to O.C.G.A. §34-9-200 and Board Rule 205(b), that the compensability of the following medical treatment / test is being controverted for the following specific reasons:
☐ 3. If only part of the claim is being controverted, state the specific part of the claim and the reason(s) it is being controverted:

C.
☒ This is to certify that a copy of both sides of this notice has been sent to the employee / claimant(s), all counsel of record and any other person with a financial interest, as listed below:

Type or Print Name Marissa Green	Signature <i>Marissa Green</i>	Date 01/11/2016
Phone Number and Ext 800-673-2465 5181	E-mail Address Marissa.Green@guard.com	

This form must be filed with the State Board of Workers' Compensation. A copy of both sides of this form must be given to the employee and any other person with a financial interest in the claim including, but not limited to the employer, medical care provider(s) and attorney(s).

IF YOU HAVE QUESTIONS PLEASE CONTACT THE STATE BOARD OF WORKERS' COMPENSATION AT 404-656-3818 OR 1-800-633-0682 OR VISIT <http://www.sbwg.georgia.gov>
WILLFULLY MAKING A FALSE STATEMENT FOR THE PURPOSE OF OBTAINING OR DENYING BENEFITS IS A CRIME SUBJECT TO PENALTIES OF UP TO \$10,000.00 PER VIOLATION (O.C.G.A. §34-9-18 AND §34-9-19).

GEORGIA STATE BOARD OF WORKERS' COMPENSATION**INFORMATION FOR THE INSURER/SELF-INSURER:**

Board Rule 61(b)(1): An insurer who receives a Form WC-1 from an employer shall clearly stamp the date of receipt on the form, review Section A, and complete any unanswered questions. The insurer shall complete either Section B or Section C and, by the 21st day following the employer's knowledge of disability, forward the original to the Board and a copy to the employee.

Board Rule 61(b)(4): Form WC-3. Notice to Controvert Payment of Compensation. Complete Form WC-3 to controvert when a Form WC-1 has previously been filed. Furnish copies to employee and any other person with a financial interest in the claim. See subsections (d), (h), and (i) of Code §34-9-221 and Rule 221.

O.C.G.A. §34-9-221(d): If the employer controverts the right of compensation, it shall file with the Board, on or before the twenty-first day after knowledge of the alleged injury or death, a notice in accordance with the form prescribed by the Board, stating that the right of compensation is controverted and stating the name of the claimant, the name of the employer, the date of the alleged injury or death, and the ground upon which the right to compensation is controverted.

Board Rule 221(d): To controvert in whole or in part the right to income benefits or other compensation use Form WC-1 or WC-3. Failure to file the Forms WC-1 or WC-3 before the 21st day after knowledge of the injury or death may subject the employer/insurer to assessment of attorney's fees. See O.C.G.A. §34-9-108(b)(2)(3).

O.C.G.A. §34-9-221(h): When compensation is being paid without an award, the right to compensation shall not be controverted except upon the grounds of change in condition or newly discovered evidence unless a notice to controvert is filed with the Board within 60 days of the due date of first payment of compensation.

Board Rule 221(h)(1): A Form WC-3 shall not be used to suspend benefits if the only issue is length of disability. In these cases, suspend benefits by filing a Form WC-2 or follow the procedure outlined in Rule 240. If liability is denied subsequent to commencement of payment, but within 60 days of due date of first payment of compensation, file Form WC-3 in addition.

O.C.G.A. §34-9-221(i): When compensation is being paid with or without an award and an employer or insurer elects to controvert on the grounds of a change in condition or newly discovered evidence, the employer shall, not later than 10 days prior to the due date of the first omitted payment of income benefits, file with the Board and the employee or beneficiary a notice to controvert the claim in a manner prescribed by the Board.

Board Rule 221(h)(2): If income benefits have been continued for more than 60 days after the due date of first payment of compensation, benefits may be suspended only on the grounds of a change in condition or newly discovered evidence. File Forms WC-2 or WC-2(a). When controverting a claim based on newly discovered evidence, file Form WC-3 also.

O.C.G.A. §34-9-108(b)(2): If any provision of Code Section §34-9-221, without reasonable grounds, is not complied with and a claimant engages the services of an attorney to enforce rights under that Code Section and the claimant prevails, the reasonable fee of the attorney, as determined by the Board, and the costs of the proceedings may be assessed against the employer.

INFORMATION FOR THE EMPLOYEE:

This claim is being controverted for the reason(s) indicated on the front of this form. If you disagree, you should request a hearing by sending Form WC-14 to the State Board of Workers' Compensation at the address below. If you need a Form WC-14, please contact the State Board of Workers' Compensation at the phone numbers listed below or visit the website.

STATE BOARD OF WORKERS' COMPENSATION

270 Peachtree Street, N.W.
Atlanta, Georgia 30303-1299
In Atlanta: 404-656-3818
or: 1-800-533-0682
<http://www.sbwcc.georgia.gov>

IF YOU HAVE QUESTIONS PLEASE CONTACT THE STATE BOARD OF WORKERS' COMPENSATION AT 404-656-3818 OR 1-800-533-0682 OR VISIT <http://www.sbwcc.georgia.gov>

WILLFULLY MAKING A FALSE STATEMENT FOR THE PURPOSE OF OBTAINING OR DENYING BENEFITS IS A CRIME SUBJECT TO PENALTIES OF UP TO \$10,000.00 PER VIOLATION (O.C.G.A. §34-9-18 AND §34-9-19).



I, ROSEMARIE FARRELL, of full age, and being duly sworn, do hereby depose and say as follows:

1. I am employed as a Coverage Specialist for WestGUARD Insurance Company ("WestGUARD"). I have been entrusted with the handling and monitoring of the claim Calvin Felder v Central Masonry Inc. on behalf of AmGUARD Insurance Company. AmGUARD is a carrier owned by WestGUARD Insurance Company and as such, I am familiar with all the facts and circumstances of this matter.

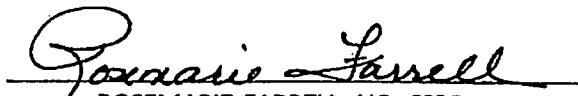
2. On August 27, 2015 AmGUARD Insurance Company issued workers' compensation policy number [REDACTED] to Central Masonry Inc. The policy had an inception date of August 7, 2015. The policy period was August 7, 2015 to August 7, 2016.

3. AmGUARD Insurance Company never issued any policy with policy number [REDACTED]. Same is not an AmGUARD policy number.

4. The policy numbers issued by AmGUARD do not follow any series conforming to the policy number listed on the certificates of insurance which were listed as produced by Lloyd Pro Group -Duluth and annexed hereto.

5. All of AmGUARD's policy numbers follow a series which begins with the first two letters of the employer's name, followed by the letters 'WC' and finally followed by 6 numbers assigned electronically. AmGUARD issued workers' compensation policies do not deviate from this pattern with only one exception. Assigned Risk policies begin with the symbol 'R2' and not the first two letters of the employer's name. The policy issued to Central Masonry Inc. is an assigned risk policy. The policy number is [REDACTED]. AmGUARD did not issue any other policy to Central Masonry covering the policy period noted.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


ROSEMARIE FARRELL, AIC, CSRP

Dated: October 3, 2016

AmGUARD • EastGUARD • NorGUARD • WestGUARD

Home Office: 16 South River Street • P.O. Box A-H • Wilkes-Barre, Pennsylvania 18703-0020
570-825-9900 • 800-673-2465 • www.guard.com

Calvin Felder v. Central Masonry, Inc.

WCC No.: 1521141

Claim No.: Unknown

DOA: 12/30/15

Our File No.: 1700-0555

Legal Memorandum

FACTS

This claim arises out of an alleged accident occurring in South Carolina with a Georgia employer who was purportedly covered by a GA RISC policy through AmGuard Insurance Co. (Guard). The said policy is governed by very specific terms and extended coverage for Georgia and North Carolina only. The Employer, Central Masonry Inc., presented a Certificate of Insurance (COI) that was issued by Lloyd Pro Group, Inc., which allegedly provided workers compensation coverage in South Carolina through a Guard insurance policy. However, the COI was issued without the knowledge of Guard and does not provide a valid Guard policy number. The COI does not change the terms and conditions of the policy, and the policy is subject to all terms, conditions, limitations and exclusions regardless of the COI. Moreover, the COI contains a disclaimer which affirms it does not extend rights to the holder, extend coverage, or change terms of the policy. There were no endorsements, increased billing premiums or SC waivers on the policy for the state of SC. In addition, it is questionable whether evidence has been submitted to show that SC payroll was ever disclosed by the Employer. Central Masonry now contends that the Lloyd Pro Group agent who issued the COI had apparent, if not actual, authority to issue the certificate, and the carrier is therefore bound by his actions.

In light of the above facts, the primary issue here concerns whether Central Masonry had coverage through Guard at the time of the alleged accident. In order to make this determination, several questions must first be answered:

1. Whether the policy permits coverage of a claim for injury under the worker's compensation laws of South Carolina;
2. Whether a COI that appears to provide workers' compensation insurance is sufficient to establish coverage through the named Carrier; and
3. Whether Lloyd Pro Group, Inc. is an agent of Guard, and thus possessed the authority to contractually bind the carrier?

ANALYSIS

I. Jurisdiction

First, the issue of coverage in this case turns on whether South Carolina has proper jurisdiction over the underlying claim. Clearly, SC would have *subject matter* jurisdiction over the claim because the accident occurred in South Carolina. S.C Code § 42-15-10 allows a claim to be filed in SC if the injured party is hired or injured in SC, or if his employment is "located" in SC. In order for the South Carolina WCC to exercise jurisdiction over the claim, it must also have *personal jurisdiction* over a purported employer. S.C. Code Ann. § 42-1-360 specifically exempts from coverage under the Act any employer who "regularly" employs less than four employees in the state of South Carolina. Whether an employer "regularly" employs the requisite number of employees to be subject to the Act is a very fact specific determination. Section 42-1-360 does not define the term "regularly employed," however North Carolina courts have interpreted the term to mean "employment of the same number of persons throughout the period with some constancy."

Patterson v. L.M. Parker Co., 2 N.C.App. 43, 48-49, 162 S.E.2d 571, 575 (1968); Grouse v. DRB Baseball Management, Inc., 121 N.C.App. 376, 378-379, 465 S.E.2d 568, 570 (1996). In *Harding v. Plumbley*, our own Court of Appeals followed this interpretation and found that an employer who employed two individuals on a regular basis and on “occasion employed some additional laborers and statutory employees” did not meet the statutory four person requirement because it did not employ the same number of persons throughout the period with “constancy.” 496 S.E.2d 29, 329 S.C. 580 (Ct. App. 1998).

In 2007, the SC Court of Appeals considered the same issue of “regular” employment, as well as the meaning of “relevant time period” when deciding whether a minimum number of persons were employed to satisfy the Act’s jurisdictional requirements. Hernandez-Zuniga v. Tickle, 647 S.E.2d 691, 374 S.C. 235 (Ct. App. 2007). In *Tickle*, the Court cited Professor Larson to support that “the employer’s established mode or plan of operation dictates, to a large extent, the relevant time period . . .” *Id.* In its conclusion, the SC Court ultimately adopted the definition of “regularly employed” to mean, “[T]he employment of the same number of persons with some constancy throughout a relevant time period,” and further ruled that the relevant time period is to be identified by considering three factors: (1) the employer’s established mode of operation; (2) whether the employer generally employs the jurisdictional number at any time during his operation; and (3) the period during which employment is definite and recurrent rather than occasional, sporadic, or indefinite.” *Id.* At this time, it is unclear whether Central Masonry meets this test, however it is believed that they regularly employ less than four employees in the state of South Carolina and therefore would not fall within the confines of the Act.

II. Coverage

If Central Masonry is subject to the Act, however, then the question of coverage under the policy still remains. Generally, when considering questions of coverage, a Court must look to the four corners of the contract to determine the obligations of the insurer. Yarborough v. Phoenix Mut. Life Ins. Co., 266 S.C. 584, 225 S.E.2d 344 (1976). Section 37-146 of the South Carolina Code requires that each policy of insurance must contain the whole contract, which shall consist of the policy itself and a copy of the application.

In this case, the policy at issue states in regards to coverage that it “applies to Workers’ Compensation Law of the following states: Georgia, North Carolina.” See Paragraph A, Section 3 of the Policy Information Page. Nowhere in the policy do its terms provide for coverage in South Carolina. The policy does contain, however, an “Other States Insurance Endorsement,” in which the Carrier agrees to pay benefits required by the WC laws of any other state if the following conditions were met:

1. The employee claiming benefits was either hired under a contract of employment made North Carolina or Georgia or was, at the time of injury, principally employed in either North Carolina or Georgia,
2. The employee is not claiming benefits in a state where, at the time of injury, (i) the insured has other workers’ compensation insurance coverage, or (ii) the insured was, by virtue of the nature of its operations in that state, required by that state’s law to have obtained separate workers compensation insurance coverage, or (iii) the insured is an authorized self-insurer or participant in a self-insured group plan; and
3. The duration of the work being performed by the employee claiming benefits in the state is temporary.

In our case, the Claimant was hired by Central Masonry in South Carolina, but was paid out of GA. Nevertheless, Claimant is believed to be principally employed in SC as it is his state of residence and the only state in which he worked for the company. Moreover, Central Masonry also likely employs less than four employees in SC and therefore is not subject to the Act. As a result, neither the first or second conditions have been met in this claim and coverage would thus not extend through the "other states" endorsement. Therefore, pursuant to the plain language of the policy, the terms do not provide for workers' compensation insurance in the state of South Carolina.

Central Masonry contends, however, that it was provided a Certificate of Liability Insurance purporting to include SC workers' compensation insurance through the Carrier and policy number [REDACTED]. As mentioned above, when interpreting a contract of insurance, South Carolina courts will look to the four corners of the document to determine the obligations of the insurer. Pursuant to S.C. Code section 37-146, a contract of insurance includes the policy itself and the application. Only if an ambiguity exists within the policy should additional instruments, such as the certificate of insurance, be considered in construing the policy. See Yarborough, *supra*. However, these additional documents may not be used as such to create an ambiguity in the policy language. *Id.*

In our case here, the plain language of the policy clearly states that coverage applies in Georgia, North Carolina, and other states if certain conditions are first satisfied. Although the Certificate of Insurance appears to provide coverage through a Guard policy in South Carolina, this has no bearing on the language of the policy itself. The policy is subject to all terms, conditions, limitations and exclusions regardless of the COI, and there were no endorsements, increased billing premiums or SC waivers on the policy for the state of South Carolina. The COI also notes clearly

that only an endorsement can make a certificate holder an additional insured, and in this case there was never any request for such an endorsement. Furthermore, the policy number listed on the COI is not even a Guard policy number. Because no ambiguity in the policy language exists, the COI has no bearing on the effect of the policy and cannot be used to create coverage in South Carolina.

III. Agency

Even if the policy did include coverage in South Carolina, it must be determined if the Carrier would be liable for the actions of the agent from Lloyd Pro Group, Inc. This determination is largely based on the principals of agency. To establish whether an agency relationship existed between the Carrier and Lloyd Pro Group, we must first distinguish between the meaning of an insurance "agent" and an insurance "broker." South Carolina Code §37-233 provides that an "agent" of the insurance company is:

"Any person who (a) solicits insurance on behalf of any insurance company, (b) takes or transmits other than for himself any application for insurance or any policy of insurance to or from such company, (c) advertises or otherwise gives notice that he will receive or transmit any such application or policy, (d) shall receive or deliver a policy of insurance of any such company, (e) shall examine or inspect any risk, (f) shall receive, collect or transmit any premium of insurance, (g) shall make or forward any diagram of any building or buildings, (h) shall do or perform any other act or thing in the making or the consummating of any contract of insurance for or with any such company, other than for himself or (i) shall examine into and adjust or aid in adjusting any loss for or in behalf

of any such insurance company, whether any such acts shall be done by employee of such insurance company or at the instance or request of such insurance company, shall be held to be acting as the agent of such insurance company for which such act is done or risk is taken."

Pursuant to § 8726 of Appleman Insurance Law and Practice, "a broker is ordinarily one who acts as a middleman between the insured and insurer and who solicits insurance from the public under no employment from any special company, but having secured an order, either places the insurance with a company selected by the insured or with a company selected by the broker himself." A broker is ordinarily employed by the individual seeking to purchase insurance, and should be distinguished from the ordinary insurance agent who is employed by an insurance company to solicit and write insurance in the company. Allstate Ins. Co. v. Smoak, 256 S.C. 382, 182 S.E.2d 749 (1971). Where one has no agency license with the insurer, and is requested by the insured to place the business, he is a broker. Id. (citing Tri-City Transportation Co. v. Bituminous Casualty Corp., 311 Ill. App. 610, 37 N.E.2d 441 (1941)).

The South Carolina Supreme Court has held that §37-233 applies only to persons performing the acts set forth in the statute on behalf of the insurance company. Cook v. Canal Insurance Co., 245 S.C. 238, 140 S.E.2d 166 (1965). The statute therefore does not apply to the actions of a broker unless he was acting at the "instance or request" of the insurance company. Even if the insurer furnished the broker with its company's application, this fact does not convert the broker into an agent of the insurer in issuing the policy. Appleman, *supra*, at § 8730. As a result, a broker acting for the insured has no authority to bind the insurer. See Allstate, *supra*.

In our case, Lloyd Pro Group was the insurance broker hired by Central Masonry to procure and provide insurance from a selected carrier. Whether Central Masonry or Lloyd Pro Group selects the carrier is unknown at this time. Central Masonry does have policies with Guard that were procured by Lloyd Pro Group, but only in the states of North Carolina and Georgia. The COI at issue here, which purportedly provides coverage in South Carolina, was produced by a Lloyd agent without the knowledge or consent of Guard. Although, the agent may have provided the COI to the employer for the job, this does not establish coverage on behalf of AmGUARD, nor does it change the terms and conditions of the policy. Moreover, in this case, the agent is even further removed from AmGUARD because this issue involves an assigned risk policy. The Lloyd agent ~~✓~~ applied for a policy with NCCI (administrator of the GA assigned risk pool) on behalf of the employer, and NCCI then assigned AmGUARD to be the carrier and issued a policy for the employer. The agent certainly has no right to change the terms on the assigned risk endorsement on behalf of NCCI. Consequently, the agent clearly was not acting at the "instance or request" of Guard when issuing the COI, and thus did not have actual authority to contractually bind the carrier.

Although it is clear the Lloyd Pro Group agent did not have actual authority to issue the COI on Guard's behalf, Central Masonry will likely argue that the Lloyd agent had apparent authority to enter into insurance contracts on Guard's behalf, and Guard should therefore be the responsible carrier. Pursuant to agency principals, "[a]pparent authority is when the principal knowingly permits the agent to exercise authority, or the principal holds the agent out as possessing such authority." Moore v. North Am. Van Lines, 310 S.C. 236, 239, 423 S.E.2d 116, 118 (1992). Apparent authority is established by the manifestations of the principal and not the agent. Roberson v. Southern Finance, 615 S.E.2d 112, 365 S.C. 6 (2005). Moreover, "[a]n apparent agency may

not be established solely by the declarations and conduct of an alleged agent.” Id. (citing Frasier v. Palmetto Homes, 323 S.C. 240, 473 S.E.2d 865 (Ct.App.1996)). Based on the facts known at this time, no evidence exists to establish that Guard knowingly permitted the Lloyd agent to issue COI’s on their behalf and without the company’s knowledge, nor do the facts indicate that Guard held Lloyd Pro Group out as possessing such authority. Accordingly, Lloyd Pro Group is therefore a wholly independent company that was employed by Central Masonry to procure insurance, and thus is not considered to be an agent of Guard. As a result, the Lloyd agent had neither actual, nor apparent authority to contractually bind Guard when issuing the COI to Central Masonry.

CONCLUSION

In sum, to determine whether Central Masonry had coverage through Guard on the alleged date of injury, jurisdiction is the first issue that must be considered. Specifically, South Carolina will not have personal jurisdiction over this claim if Central Masonry did not “regularly” employ four or more persons in South Carolina for a relevant time period. Although the accident allegedly occurred in South Carolina, subject matter jurisdiction alone is not enough if the employer is not subject to the Act. It is believed that Central Masonry employs less than four employees in the state of South Carolina, and therefore does not satisfy the South Carolina jurisdictional requirements. Even if South Carolina has jurisdiction, Central Masonry did not have coverage in South Carolina under the alleged Guard policy listed on the COI issued by the Lloyd Pro Group agent. The COI alone is not sufficient to establish coverage under a policy that expressly provides coverage in Georgia and North Carolina. Moreover, Lloyd Pro Group is not an agent of Guard and therefore had no authority to issue the COI on the carrier’s behalf. As a result, Guard is not the responsible carrier for coverage of the claim filed against Central Masonry, Inc.



Berkshire Hathaway GUARD
P.O. Box A-H • 16 S. River Street
Wilkes-Barre, PA 18703-0020
570-825-9900 (Toll-Free 800-673-2465)
FAX 570-823-2059
www.guard.com

August 27, 2015

CENTRAL MASONRY INC
3174 DAVENPORT RD
DULUTH, GA 30096

Agent: LLOYD PRO GROUP, INC.
2675 Breckinridge Blvd
Suite 100
Duluth, GA 30096
Phone: 770-497-1200; Fax: 770-814-7187

Binder #: [REDACTED]
Policy #: [REDACTED]
Policy Period: 08/07/2015 - 08/07/2016

Note: A binder from the Workers' Compensation Plan Administrator, which you may have already received or will be receiving shortly, serves as your proof of coverage until cancelled or your policy is issued.

WELCOME TO Berkshire Hathaway GUARD!

As the servicing carrier selected by the state to handle your policy, Berkshire Hathaway GUARD Insurance Companies (specifically, our subsidiary, AmGUARD Insurance Company) is pleased to have the opportunity to provide you with the superior customer services you deserve. If you have a question about your Workers' Compensation coverage or have a particular need, our professional staff and automated resources will be available to assist you.

Our **Customer Service Department** is available by phone at **1-800-673-2465** Monday through Friday, 8:00 AM to 5:00 PM EST. After hours, you can leave a voice mail, send an e-mail (csr@guard.com), FAX us (**1-570-823-2059**), or complete an on-line form (accessible from the Customer Service section of our **Policyholder Service Center** at www.guard.com). Our mailing address is listed in the upper right corner.

To make a payment:

We accept payment via check, bank check, direct draft (EFT), and credit card. Payments can be mailed to PO Box 785410, Philadelphia, PA 19178-5410.

To report a claim or loss:

Call us immediately at **1-888-NEW-CLMS** (1-888-639-2567) — 24 hours a day, seven days a week.

To report fraud:

Call our Fraud Special Investigative Unit via our **Fraud Hotline** at **1-800-673-2465**, ext. **TIPS** — 24 hours a day, seven days a week.

To request Certificates of Insurance:

If you are represented by an agency, they can provide you with the certificates you need. Otherwise, you can either fax us at **1-570-823-2059** or call our **Customer Service Department** at **1-800-673-2465**. Either way, be prepared to provide the company name, address, fax number, and contact person of the entity requesting the certificate.

To obtain service from a specific discipline:

You can feel free to address your issue to the attention of the following individuals.

<u>Department</u>	<u>Contact Name</u>	<u>Email Address</u>	<u>Extension</u>	<u>Fax Number</u>
Billing	Lori Decker	csr@guard.com	1300	570-825-6211
Audit	Dawn Algeldinger	csr@guard.com	1300	570-829-4587
Loss Prevention	John Bohn	csr@guard.com	1300	570-825-2990
Underwriting	Dawn Algeldinger	csr@guard.com	1300	570-820-7968
Claims	Lisa Krzywicki	csr@guard.com	1300	570-825-0611

We look forward to having this opportunity to serve your insurance needs. Please keep a copy of this letter with your Berkshire Hathaway GUARD Insurance Companies policy for future reference.



BERKSHIRE HATHAWAY
GUARD INSURANCE
COMPANIES

Worker's Compensation and Employer's Liability Policy
AmGUARD Insurance Company - A Stock Company
Policy Number [REDACTED]
Renewal of NEW
NCCI No. [REDACTED]

Policy Information Page (AR)

[1] Named Insured and Mailing Address

CENTRAL MASONRY INC
3174 DAVENPORT RD
DULUTH, GA 30096

Agency

LLOYD PRO GROUP, INC.
2675 Breckinridge Blvd
Suite 100
Duluth, GA 30096
Agency Code: GALOYD10

Federal Employer's ID [REDACTED]

Insured is Corporation

Locations on Policy

(L2) 12646 CAPITAL BLVD , WAKE FOREST, NC 27587
(08/07/2015 - 08/07/2016)

[2] Policy Period

From August 7, 2015 to August 7, 2016, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage

- A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: Georgia, North Carolina
- B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:
- | | |
|---|-------------|
| Bodily Injury by Accident - each accident | \$1,000,000 |
| Bodily Injury by Disease - each employee | \$1,000,000 |
| Bodily Injury by Disease - policy limit | \$1,000,000 |
- C. Refer to Residual Market Limited Other States Insurance Endorsement-WC 00 03 26A
- D. This policy includes these endorsements and schedules:
See Extension of Information Page - Schedule of Forms

[4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	\$	10,513
Total Surcharges/Assessments	\$	0.00
Total Estimated Cost	\$	10,513.00

INTERNAL USE OR
MGA : [REDACTED]
Date : 08/27/2015

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Information Page
WC 000001A

Issuing Office: P.O. Box A-H, 16 S. River Street, Wilkes-Barre, PA 18703-0020 • www.guard.com



Worker's Compensation and Employer's Liability Policy
AmGUARD Insurance Company - A Stock Company
Policy Number [REDACTED]
Renewal of NEW
NCCI No. [REDACTED]

Policy Information Page (AR)

Extension of Information Page

Schedule of Forms

WC000000C - STANDARD POLICY
WC000001A - INFORMATION PAGE
WC000308 - PARTNERS, OFFICERS & OTHERS EXCL. END.
WC000326A - LIMITED OTHER STATES ENDORSEMENT
WC000326A - RESIDUAL MARKET LTD OTHER STATES INS.END
WC000403 - EXPERIENCE RATING MODIFICATION FACTOR
WC000404 - PENDING RATE CHANGE ENDORSEMENT
WC000414 - NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC000417B - ASSIGNED RISK LSRP NOTIFICATION END'T
WC000419 - PREMIUM DUE DATE ENDORSEMENT
WC000421D - CATASTROPHE(OTHER THAN CERT ACTS OF TERR
WC000422B - TERR RISK INS PROG REAUTHORIZATION ACT
WC100402 - GEORGIA NON-COOPERATION WITH PREM AUDIT
WC100601B - GA CANCELTION, NONRENEWAL & CHANGE ENDT
WC320301C - NC AMENDED COVERAGE ENDORSEMENT
WC320601A - NC CANCELTATION AND NON-RENEW ENDT
WC990000 - AUTHORIZATION AND ATTESTATION END'T

Remember, we make a variety of loss control services available to you at no additional charge, including educational resources accessible from our *Policyholder Service Center* at <https://policyholder.guard.com>.

INTERNAL USE OR
MGA, [REDACTED]
Date : 08/27/2015

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Information Page
WC 000001A

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Worker's Compensation and Employer's Liability Policy
AmGUARD Insurance Company - A Stock Company
 Policy Number [REDACTED]
 Renewal of NEW
 NCCI No. [REDACTED]

Policy Information Page (AR)

[4] Premium (cont.)

Georgia

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
Effective: 08/07/2015-08/07/2016				
MASONRY NOC	5022	25,000.00	36.83	9,208
CLERICAL OFFICE EMPLOYEES NOC	8810	35,000.00	0.47	165
Increased Limits Emp Liability, 1000K/1000K/1000K	9812		1.1%	103
Amt to Bal Inc Lim				9
Total Estimated Annual Premium for GA				9,485

North Carolina

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
Effective: 08/07/2015-08/07/2016				
MASONRY NOC	5022	5,000.00	14.99	750
Increased Limits Emp Liability, 1000K/1000K/1000K	9812		1.1%	8
Total Estimated Annual Premium for NC				758

Policy Totals

Total Estimated Standard Premium for Georgia				9,485
Total Estimated Standard Premium for North Carolina				758
Terrorism GA	9740	0.02	60,000	12
Catastrophe	9741	0.01	60,000	6
Expense Constant				250
Terrorism NC	9740	0.02	5,000	1
Catastrophe	9741	0.01	5,000	1
Minimum Premium GA \$1,620				
Total Estimated Annual Premium				10,513
Total Estimated Cost for R2WC648650				10,513

INTERNAL USE OR
 MGA [REDACTED]
 Date : 08/27/2015

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Information Page
 WC 000001A

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BERKSHIRE HATHAWAY
GUARD INSURANCE
COMPANIES

Worker's Compensation and Employer's Liability Policy
AmGUARD Insurance Company - A Stock Company
Policy Number [REDACTED]
Renewal of NEW
NCCI No. [REDACTED]

Policy Information Page (AR)

Policy Payment Terms

Payment Option: Direct Bill

Payment is due in our office on the
dates shown below.

Installment Plan
(prepared 08/27/2015)

Down Payment received 08/14/2015 - \$10,511.00

Installments*	Due Date
2.00	11/07/2015

*Includes surcharges and state fees, if any.
Installment fees (not included above) will also be
charged with each installment due, unless the
account is prepaid.

INTERNAL USE OR
MGA : [REDACTED]
Date : 08/27/2015

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Issuing Office: P.O. Box A-H, 16 S. River Street, Wilkes-Barre, PA 18703-0020 • www.guard.com



Workers' Compensation and Employer's Liability Policy
AmGUARD Insurance Company - A Stock Company
Policy Number [REDACTED]
Renewal of NEW
NCCI No. [REDACTED]

Partners, Officers, and Others Exclusion Endorsement

Policy Effective Date 08/07/2015
Issued To CENTRAL MASONRY INC

The policy does not cover bodily injury to any person described in the Schedule. The premium basis for the policy does not include the remuneration of such persons. You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Officers:
MAX GALLARDO

INTERNAL USE OR
MGA : [REDACTED]
Date : 08/27/2015

WC000308

RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT

"Part Three—Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE**A. How This Insurance Applies**

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE !

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 26 A
(Ed. 2-97)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 03

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. [REDACTED]

Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) \$

Authorized Representative

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

WC 00 04 04

PENDING RATE CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. [REDACTED]

of the

(NAME OF INSURANCE COMPANY)

issued to

Premium \$

Authorized Representative

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 14 (Ed. 7-90)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M. standard time, forms a part of

(DATE)

Policy No. _____ of the

(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION ENDORSEMENT

A. LSRP Mandatory Assigned Risk Retrospective Rating Plan

This endorsement is to advise you that, during the term of this policy or upon renewal, you may become subject to the mandatory assigned risk Loss Sensitive Rating Plan (LSRP), which is a retrospective rating plan that may adjust the cost of your workers compensation and employers liability insurance policy. This endorsement must be attached to all assigned risk policies, including policies for professional employer organization (PEO) and temporary arrangements, regardless of LSRP standard premium size in states that have approved the LSRP. In the event that you meet or exceed the eligibility requirements of LSRP, an LSRP contingent deposit equal to 20% of LSRP standard premium is required.

B. Eligibility

1. Your insurance is written under a Workers Compensation Insurance Plan (WCIP) in a state that has approved LSRP.
2.
 - a. LSRP will apply to an individual assigned risk policy if the standard premium meets or exceeds the amount noted in the Schedule, in accordance with NCCI's *Basic Manual*.
 - b. It may not always be possible for a single carrier to provide coverage for all requested states; additional policies issued by more than one carrier may be necessary.
 - c. WCIP policies issued in non-LSRP-approved jurisdictions are not subject to LSRP and are not combinable with WCIP policies in LSRP-approved jurisdictions for eligibility purposes.
 - d. LSRP eligibility may be impacted by ownership or combinability status in accordance with NCCI's *Experience Rating Plan Manual*.
3. LSRP standard premium is defined in accordance with NCCI's *Basic Manual*.

C. Deposit/Initial Premium and LSRP Contingency Deposit

1. Deposit or initial premium is paid on all new and renewal WCIP policies, including LSRP policies, in accordance with NCCI's *Basic Manual*. It is paid to us in addition to the LSRP contingency deposit, which secures all new and renewal LSRP policies as detailed in the LSRP rules.
2. The LSRP contingency deposit paid to us serves as collateral for premium that may be due to us as a result of losses incurred during the policy term.
3. At policy inception, the LSRP contingency deposit is calculated by multiplying the LSRP standard premium by 20%. If WCIP policies are combined for LSRP purposes, the LSRP contingency deposit is calculated by multiplying the combined LSRP standard premium for all policies by 20%.

D. Impact of Changes in LSRP Standard Premium

1. For all policies except for professional employer organizations (PEOs) and temporary arrangements, LSRP may be applied to a policy, or an LSRP policy may be converted to a guaranteed cost policy:
 - a. If the LSRP standard premium decreases during the first 120 days, and falls below the LSRP eligibility threshold, your policy will be converted to a guaranteed cost policy, retroactive to policy inception, and your LSRP contingency deposit will be returned.
 - b. If the LSRP standard premium increases during the first 120 days, and meets the LSRP eligibility threshold, LSRP will be applied retroactively to policy inception and the 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.
 - c. If the LSRP standard premium decreases after the first 120 days and falls below the LSRP eligibility threshold, the LSRP continues to be applied to your policy(ies).
 - d. If the LSRP standard premium increases after the first 120 days, and meets the LSRP eligibility threshold, your policy(ies) will remain a guaranteed cost policy(ies) and the LSRP is applied at renewal, subject to meeting the eligibility requirements on the renewal policy(ies).
2. For all PEO and temporary arrangement WCIP policies, if the LSRP standard premium meets or exceeds the eligibility threshold at any time, LSRP is applied retroactively to policy inception. The 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.

E. Evasion of LSRP

1. If you take actions for the purpose of avoiding the application of LSRP, or for otherwise legitimate business reasons that nonetheless result in the improper calculation and/or application of LSRP, regardless of intent, any action that results in the miscalculation and/or misapplication of LSRP determined in accordance with the LSRP rules is prohibited. These actions include, but are not limited to:
 - Misrepresentation and/or miscalculation of payroll at application, audit, or renewal
 - Failure to report changes in ownership or ownership information according to the WCIP and NCCI's *Experience Rating Plan Manual*
 - Violation of any of the terms and conditions under the policy for which this insurance was issued
 - Failure to allow us and/or the Plan Administrator and/or rating organization reasonable access to your facilities or files and records for audit or inspection
 - Failure to disclose to us and/or the Plan Administrator and/or rating organization the full nature and scope of your exposure or business operations
2. In such circumstances, we and/or the Plan Administrator and/or rating organization may obtain any information that indicates evasion or improper calculation or application of LSRP due to actions including, but not limited to, those listed above. We and/or the Plan Administrator and/or rating organization will act to ensure the proper calculation and application of LSRP to inception of all current and preceding WCIP policies impacted by these actions.

This endorsement applies in the states listed in the Schedule below.

Schedule**State****Premium Eligibility**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium

Insurance Company

Countersigned by _____

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

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.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

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 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **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.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **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.
- **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
GA	0.010	6.00
NC	0.010	1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WC 00 04 21 D
(Ed. 1-15)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

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 2015. 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, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, 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, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar 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:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% 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
GA	0.020	\$12.00
NC	0.020	\$1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium

Insurance Company

Countersigned by _____

GEORGIA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Georgia is shown in Item 3.A. of the Information Page.

This endorsement adds to Part Five—Premium, Condition G. Audit, the following provision:

If you do not allow us to examine and audit all of your records that relate to this policy, we may utilize a payroll amount of three times the estimated payroll for purposes of determining final premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 10 04 02
(Ed. 1-13)

GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Georgia is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation, Nonrenewal, and Change

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect, subject to the following:
 - a. If only your interest is affected, the effective date of cancellation will be the later of the date we receive notice from you or the date specified in the notice.
 - b. If by statute, regulation, or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practicable after receiving your request for cancellation.
Our notice will state the effective date of cancellation, which will be the later of the following:
 - 1) 10 days from the date of mailing or delivering our notice, or
 - 2) The effective date of cancellation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancellation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancellation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase in premium due to change in risk or exposure, including a change in experience modification or resulting from an audit of auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.
4. If you fail to submit to, or allow an audit for, the current or most recently expired policy term, we may, after two documented efforts to notify you and your agent of potential cancellation, send via certified mail or statutory overnight delivery, return receipt requested, written notice to you at least 10 days prior to the effective date of cancellation in lieu of the number of days' notice otherwise required by state law. However, we must not mail a cancellation notice within 20 days of the first documented effort to notify you of potential cancellation.
5. The policy period will end on the day and hour stated in the cancellation notice except as provided for above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WC 10 06 01 B
(Ed. 7-14)

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The Cancellation Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal**1. You may cancel this policy.**

If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.

- (a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.
- (b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:
 - (1) Nonpayment of premium in accordance with the policy terms.
 - (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.
 - (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.
 - (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.
 - (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.
 - (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
 - (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
 - (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.
 - (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.
 - (10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.
- (c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We may provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Notice of cancellation may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person's interest.

- (d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.
3. We may refuse to renew this policy:
- (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
 - (b) If this policy is for a term of more than one year or for an indefinite term, then to nonrenew the policy at the policy anniversary date we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
 - (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
 - (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.
4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.
5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.
6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph. Notice of nonrenewal may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

CANCELLATION AND NON-RENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in item 3.A. of the Information Page.

It is hereby understood and agreed that all cancellation provisions in the policy addressing the required number of days notice for cancellation by us or non-renewal by us are amended as follows:

- a. ____ days notice will be given for notice of cancellation for non-payment of premium.
- b. ____ days notice will be given for notice of cancellation for any other reason.
- c. ____ days notice will be given for non-renewal.

Notwithstanding the provisions above, in no event will the number of days notice for cancellation or for non-renewal be fewer than the number of days required by North Carolina law.

In the event of cancellation or nonrenewal of the policy, we will mail notice to the named insured, and to the additional person(s) or organization(s) named in the Schedule below, as required by North Carolina law:

SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. [REDACTED]

Endorsement No.
Policy Effective Date

Insurance Company

Countersigned by _____

AUTHORIZATION AND ATTESTATION ENDORSEMENT

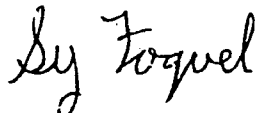
This endorsement authorizes the insurance contract between you and the GUARD insurance company subsidiary listed on the INFORMATION PAGE of your insurance policy.

In Witness Whereof, this page executes and fully attests to this policy. If required by state law, the policy shall not be valid unless countersigned by our authorized representatives.

Authorizing signatures



Michael J. Dulin
General Counsel and Secretary



Sy Foguel, ACAS, FILAA
Chief Executive Officer and President



This endorsement authorizes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No. [REDACTED] Endorsement No.
Premium

Insurance Company
WC 99 00 00

Countersigned by _____

(Ed. 4-14)

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Berkshire Hathaway GUARD
P.O. Box A-H • 16 S. River Street
Wilkes-Barre, PA 18703-0020
570-825-9900 (Toll-Free 800-673-2465)
FAX 570-823-2059
www.guard.com

Important Alert for Policy # [REDACTED]

Please read this important advance notice which outlines our policy for handling Workers' Compensation premium for subcontractors*. If you have any questions or do not understand any portion of the explanation, we suggest you contact your agent immediately because the cost of your coverage may be affected at final audit time.

Premium Charge for Subcontractors

If you hire subcontractors who do not have their own Workers' Compensation Insurance, your premium calculation will be modified to include any amounts paid for their labor. This additional premium is addressed in Part Five C 2 of your policy and compensates us for the risk that one or more of these subcontractors (or one of the subcontractor's employees) will file a claim for benefits under your coverage.

Although subcontractors may appear to be independent businesses, claims filed by them (or their employees) are common after an injury. Under Workers' Compensation law, the legal definition of "employee" is much broader than the common understanding of that term. In addition, many states make you - as the contractor - automatically responsible for certain expenses due to work-related injuries to your independent subcontractors or their employees. Regardless of the state law, Berkshire Hathaway GUARD Insurance Companies must pay legal fees under Part One of your policy to defend these claims and must also pay Workers' Compensation benefits in many cases.

For these reasons and in accordance with Part Five C 2 of your policy, we will charge appropriate additional premium unless the subcontractors have their own in-force Workers' Compensation coverage during your entire policy period, and you are able to provide acceptable proof of this coverage to us prior to completion of your final audit. Evidence of general liability insurance, pre-determinations or statements of independent contractor status, hold harmless agreements, etc. are not acceptable substitutes, and no exceptions will be made for sole proprietors or others on the grounds that such parties are not required to purchase (or cannot purchase) Workers' Compensation insurance. The risk of a claim against your policy from an uninsured subcontractor is the same, regardless of his or her reason for having no coverage. Furthermore, these additional charges will be imposed when applicable, even if exceptions have been granted to you by us or by another carrier in the past.

Please realize that premium may be charged for subcontractors hired by uninsured entities owned or controlled by you. Premium will be charged if the Rating Bureau rules in your state require the related entity to be combined in a single policy with the company we are insuring.

Ultimately, we believe this policy is in the best interests of all parties, and we hope that this advance notification will prevent any misunderstandings at a later date. As always, we thank you for selecting Berkshire Hathaway GUARD Insurance Companies, and we look forward to serving you during the upcoming policy year.

***Note:** A "subcontractor" is a person or organization paid to assist you in providing a product or service to your customer or client (and not just to you). Workers' Compensation laws in most states presume that such vendors are "employees" who, therefore, often file claims seeking benefits.



Privacy Policy

GUARD Insurance Group, Inc. is committed to treating and using personal financial information about you and your employees responsibly. We will not disclose nonpublic, personal information about you and your employees to anyone except as permitted or required by law.

This disclosure is made on behalf of the following affiliates of GUARD Insurance Group, Inc.: AmGUARD Insurance Company; NorGUARD Insurance Company; EastGUARD Insurance Company; and WestGUARD Insurance Company.

Collecting Information

We collect nonpublic, personal information from you about you and your employees to properly maintain and service your policy. This nonpublic, personal information may come from the following sources:

- **Application Information and Other Forms.** On the application for insurance or other forms completed by you, you provide us with most of the information we need to process policies and claims.
- **Transaction Information.** We may develop information about you and your employees based on transactions and experiences you have with us, our affiliates, or others.
- **Third-Party Information.** This is information that we receive to verify or supplement your application or claims.

Disclosing Information

In the course of conducting business and as permitted or required by law, we may share nonpublic, personal information about you and your employees with our affiliated companies. We do not disclose any nonpublic, personal information about you and your employees to any nonaffiliated third parties, except for the conduct of our business or as permitted or required by law. Information may be supplied to others providing business services for us. Additionally, we may provide information for audit or research purposes or to law enforcement agencies to help us prevent fraud.

Securing Information

We restrict access to nonpublic, personal information about you and your employees to our employees who need to know the information necessary to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable regulations to guard the nonpublic, personal information of you and your employees.

AmGUARD

P.O. Box A-H • 16 S. River Street • Wilkes-Barre, PA 18703-0020
Telephone: 570-825-9900 • 800-673-2465
A Current Copy of Our Privacy Policy is Always Available at www.guard.com

LLOYD PRO GROUP, INC.
2675 Breckinridge Blvd
Suite 100
Duluth, GA 30096

SEPARATOR PAGE

WC000000C
WC000001A
WC000326A

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992		1 Rents		OMB No. 1545-0115	
		\$		2015 Form 1099-MISC	
		2 Royalties			
		\$			
3 Other Income		4 Federal income tax withheld		Copy B For Recipient	
\$		\$			
PAYER'S federal identification number		RECIPIENT'S identification number			
[REDACTED]		[REDACTED]			
RECIPIENT'S name ATL Masonry Contractors		7 Nonemployee compensation		8 Substitute payments in lieu of dividends or interest	
Street address (including apt. no.) 2939 Sentinel Cir.		\$ 533933.02		\$	
City or town, state or province, country, and ZIP or foreign postal code Lawrenceville GA 30043		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds	
		11		12	
Account number (see instructions)		FATCA filing requirement ☐		13 Excess golden parachute payments	
				\$	
15a Section 409A deferrals		15b Section 409A income		14 Gross proceeds paid to an attorney	
\$		\$		\$	
				16 State tax withheld	
				\$	
				17 State/Payer's state no.	
				\$	
				18 State income	
				\$	

Form 1099-MISC (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992		1 Rents		OMB No. 1545-0115	
		\$		2015 Form 1099-MISC	
		2 Royalties			
		\$			
3 Other Income		4 Federal income tax withheld		Copy B For Recipient	
\$		\$			
PAYER'S federal identification number		RECIPIENT'S identification number			
[REDACTED]		[REDACTED]			
RECIPIENT'S name Moses Coleman		7 Nonemployee compensation		8 Substitute payments in lieu of dividends or interest	
Street address (including apt. no.)		\$ 18376.50		\$	
City or town, state or province, country, and ZIP or foreign postal code		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds	
		11		12	
Account number (see instructions)		FATCA filing requirement ☐		13 Excess golden parachute payments	
				\$	
15a Section 409A deferrals		15b Section 409A income		14 Gross proceeds paid to an attorney	
\$		\$		\$	
				16 State tax withheld	
				\$	
				17 State/Payer's state no.	
				\$	
				18 State income	
				\$	

Form 1099-MISC (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992				1 Rents		OMB No. 1545-0115 2015 Form 1099-MISC	Miscellaneous Income Copy B For Recipient
				\$			
				2 Royalties			
\$		3 Other income		4 Federal income tax withheld			
\$		\$		\$			
PAYER'S federal identification number	RECIPIENT'S identification number		5 Fishing boat proceeds		6 Medical and health care payments		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
			\$		\$		
RECIPIENT'S name			7 Nonemployee compensation		8 Substitute payments in lieu of dividends or interest		
Ludy Davila			\$ 24187.50		\$		
Street address (including apt. no.)			9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds		
Duluth GA 30096			11		12		
Account number (see instructions)		FATCA filing requirement ☐	13 Excess golden parachute payments		14 Gross proceeds paid to an attorney		
\$			\$		\$		
15a Section 409A deferrals	15b Section 409A income		16 State tax withheld		17 State/Payer's state no.		
\$	\$		\$		\$		
Form 1099-MISC (keep for your records)			www.irs.gov/form1099misc		Department of the Treasury - Internal Revenue Service		

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992				1 Rents		OMB No. 1545-0115 2015 Form 1099-MISC	Miscellaneous Income Copy B For Recipient
				\$			
				2 Royalties			
\$		3 Other income		4 Federal income tax withheld			
\$		\$		\$			
PAYER'S federal identification number	RECIPIENT'S identification number		5 Fishing boat proceeds		6 Medical and health care payments		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
			\$		\$		
RECIPIENT'S name			7 Nonemployee compensation		8 Substitute payments in lieu of dividends or interest		
Timothy Cain			\$ 20854.00		\$		
Street address (including apt. no.)			9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds		
Augusta GA 30906			11		12		
Account number (see instructions)		FATCA filing requirement ☐	13 Excess golden parachute payments		14 Gross proceeds paid to an attorney		
\$			\$		\$		
15a Section 409A deferrals	15b Section 409A income		16 State tax withheld		17 State/Payer's state no.		
\$	\$		\$		\$		
Form 1099-MISC (keep for your records)			www.irs.gov/form1099misc		Department of the Treasury - Internal Revenue Service		

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		1 Rents		OMB No. 1545-0115		Miscellaneous Income
Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992		\$		2015		
		2 Royalties				
		\$		Form 1099-MISC		
PAYER'S federal identification number		3 Other Income		4 Federal income tax withheld		Copy B For Recipient
RECIPIENT'S identification number		\$		\$		
		5 Fishing boat proceeds		6 Medical and health care payments		
RECIPIENT'S name		7 Nonemployee compensation		8 Substitute payments in lieu of dividends or interest		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Roman Flores		\$ 14830.00		\$		
Street address (including apt. no.)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds		
City or town, state or province, country, and ZIP or foreign postal code		11		12		
Duluth GA 30096		13 Excess golden parachute payments		14 Gross proceeds paid to an attorney		
Account number (see instructions)		FATCA filing requirement ☐		15 State tax withheld		16 State/Payer's state no.
15a Section 409A deferrals		15b Section 409A income		17 State/Payer's state no.		18 State income
\$		\$		\$		\$

Form 1099-MISC (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		1 Rents		OMB No. 1545-0115		Miscellaneous Income
Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992		\$		2015		
		2 Royalties				
		\$		Form 1099-MISC		
PAYER'S federal identification number		3 Other Income		4 Federal income tax withheld		Copy B For Recipient
RECIPIENT'S identification number		\$		\$		
		5 Fishing boat proceeds		6 Medical and health care payments		
RECIPIENT'S name		7 Nonemployee compensation		8 Substitute payments in lieu of dividends or interest		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Travis Double		\$ 7465.00		\$		
Street address (including apt. no.)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds		
City or town, state or province, country, and ZIP or foreign postal code		11		12		
Account number (see instructions)		FATCA filing requirement ☐		13 Excess golden parachute payments		
15a Section 409A deferrals		15b Section 409A income		14 Gross proceeds paid to an attorney		15 State tax withheld
\$		\$		16 State/Payer's state no.		17 State income
\$		\$		\$		\$

Form 1099-MISC (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		1 Rents		OMB No. 1545-0115		Miscellaneous Income		
Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992		\$		2015			Copy B For Recipient	
		2 Royalties						
		\$		Form 1099-MISC				
3 Other Income		4 Federal income tax withheld		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.				
\$		\$						
PAYER'S federal identification number		5 Fishing boat proceeds					6 Medical and health care payments	
RECIPIENT'S identification number		\$					\$	
RECIPIENT'S name		7 Nonemployee compensation		8 Substitute payments in lieu of dividends or interest				
Devin Blount		\$ 880.00		\$				
Street address (including apt. no.)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds				
City or town, state or province, country, and ZIP or foreign postal code		11		12				
Account number (see instructions)		FATCA filing requirement ☐		13 Excess golden parachute payments		14 Gross proceeds paid to an attorney		
\$		\$		\$		\$		
15a Section 409A deferrals		15b Section 409A income		16 State tax withheld		17 State/Payer's state no.		
\$		\$		\$		\$		
Form 1099-MISC		(keep for your records)		www.irs.gov/form1099misc		Department of the Treasury - Internal Revenue Service		

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.		1 Rents		OMB No. 1545-0115		Miscellaneous Income		
Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992		\$		2015			Copy B For Recipient	
		2 Royalties						
		\$		Form 1099-MISC				
3 Other Income		4 Federal income tax withheld		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.				
\$		\$						
PAYER'S federal identification number		5 Fishing boat proceeds					6 Medical and health care payments	
RECIPIENT'S identification number		\$					\$	
RECIPIENT'S name		7 Nonemployee compensation		8 Substitute payments in lieu of dividends or interest				
F Foster		\$ 1341.50		\$				
Street address (including apt. no.)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐		10 Crop insurance proceeds				
City or town, state or province, country, and ZIP or foreign postal code		11		12				
Account number (see instructions)		FATCA filing requirement ☐		13 Excess golden parachute payments		14 Gross proceeds paid to an attorney		
\$		\$		\$		\$		
15a Section 409A deferrals		15b Section 409A income		16 State tax withheld		17 State/Payer's state no.		
\$		\$		\$		\$		
Form 1099-MISC		(keep for your records)		www.irs.gov/form1099misc		Department of the Treasury - Internal Revenue Service		

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Central Masonry, Inc. 3174 Davenport Road Duluth, GA 30096 770-232-4992		1 Rents	OMB No. 1545-0115		Miscellaneous Income
		\$	2015		
		2 Royalties	Form 1099-MISC		
		3 Other income	4 Federal income tax withheld	Copy B For Recipient	
		\$	\$		
PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds	6 Medical and health care payments		
		\$	\$		
RECIPIENT'S name James Thomas Street address (including apt. no.) City or town, state or province, country, and ZIP or foreign postal code		7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
		\$ 648.00	\$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐	10 Crop insurance proceeds		
		\$	\$		
		11	12		
Account number (see instructions)		FATCA filing requirement ☐	13 Excess golden parachute payments	14 Gross proceeds paid to an attorney	
			\$	\$	
15a Section 409A deferrals	15b Section 409A income	16 State tax withheld	17 State/Payer's state no.	18 State income	
\$	\$	\$	\$	\$	
		\$	\$	\$	

Form 1099-MISC (keep for your records) www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

Groger Columbia

#1

11-13/11 - 11-19-15

676

Name	PAID	13	14	15	16	17	18	19	Total	Balance	Car
Salvia Gallardo									1000.00	✓	
Ramon Flores									995.00	✓	
Eduy De Silva	11			4 1/2	6 1/2	6	7 1/2	24 1/2	465.50	✓	
Esther A. Galotti	14			4 1/2	6 1/2	6	4 1/2	7 1/2	29	661.00	✓
Elva Colimon	14			4 1/2	6 1/2	6	7 1/2	24 1/2	465.50	✓	
Timothy Cain	12	1	X	4 1/2	9	9	X	7 1/2	30 1/2	360.00	✓
Brandon Styles	11	X	7	4 1/2	8 1/2	8	7	27 1/2	308.50	✓	
Marquis Serrano	10			4 1/2	7 1/2	X	4 1/2	7	23 1/2	335.00	✓
David Blount	10			4 1/2	7 1/2	8 1/2	X	7	27 1/2	375.00	✓
John Stangis, Sr.	10			1	1	1	X	7	7	70.00	✓

PAID
11/21/15
\$3724.50

2

129

#3

Paid on 12-10-15

Koger 678 Columbia

11-28-15 / 12-10-15

NAME	RATE	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
Selma Galbreath	10								10.00
Robert Farris	10								10.00
Walter Dwyer	19								19.00
Antonio Galbreath	19								19.00
X - Bernard Hayes - 40	19								19.00
Eric Kohnen	19								19.00
Oliver Fleming Foster	19								19.00
X - more to come	19								19.00
X - Reggie Braser - 40	10								10.00
Hyman Lander	13								13.00
Timothy Loria	11								11.00
Brooks style	10								10.00
Frank Double	10								10.00
Levin Blemp	10								10.00
James Alcott	10								10.00
X - John S. Stamps - 40	10								10.00

12-5-15

12-11-15

Paid on 12-17-15

		5	6	7	8	9	10	11		
Selvin Gullardo									1000	✓
Ludy Davila	19								513	✓
Anthula Golatt	19								380	✓
Ike Coleman	19								450	✓
James Thomas	18								252	✓
Flaming Foster	18								612	✓
Walter Remon Free	17								467.50	✓
Romon Flores	19			5 1/2	7	7 1/2	7 1/2	6 1/2	411 1/2	✓
Labors										
Timothy Cain	13				X				34	442 ✓
Brandon Styles	11								42 1/2	467.50 - 50 = 417.50 ✓
Travis Double	10								40	440 ✓
Derrick Harry	10			X					32 1/2	325 ✓
Calvin Felder	10			X	X				23	233 ✓
Devin Blount	10			X					23	230 ✓
James Mott	10			X			X	X	15 1/2	155 ✓
Adrian Porterfield	10								36 1/2	365 ✓

3174 Davenport Road
 Duluth, GA 30096
 Bus: 678-694-8027
 Fax: 678-694-8725
 cm2676@hotmail.com

Paid on 12-21-15 #5

Pay Date

Project Kroger - Columbus

12-15-12-18-15

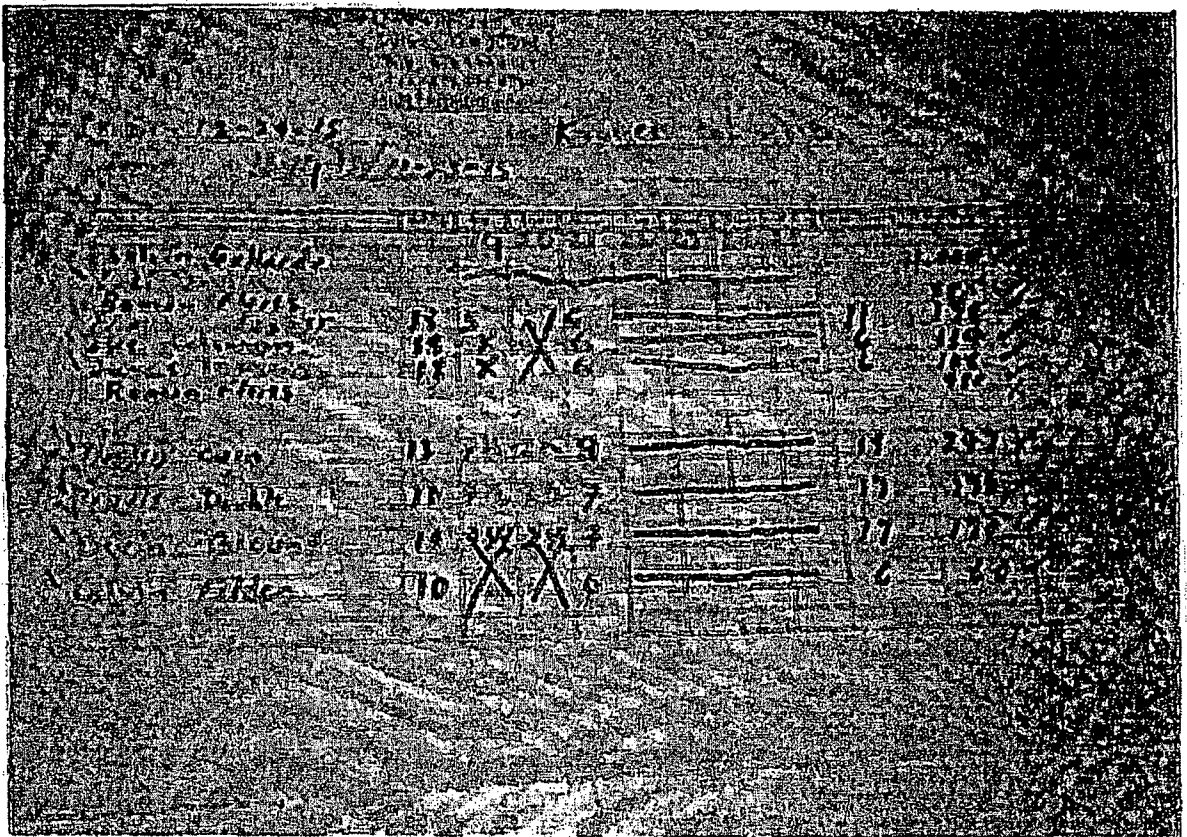
12-13-14-15-16-17-18

Name	RATE	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Total Hours	Total Pay	Check #
Yolanda Davis	19			2	7 1/4	7 1/4		7 1/4	29	456	✓
Edna 1999 FOSTER	17			2	7 1/4	7 1/4		7 1/4	29	452	✓
Ramon Flores	19			3	9	9	12	7 1/4	31 1/2	795	✓
Leke Watson	19			2	X	7 1/4	X	7 1/4	14	266	✓
James Tom Ows	19			X	7 1/4	7 1/4	X	7	22	391	✓
Timothy Collins	13			3	9	9	2	8 1/4	31 1/2	409.50	✓
Travis Dobbie	10			3	9	8 1/4	2	8 1/4	31	310	✓
Bryan Styles - 45 min	11			X	X	X	X	X	10	55	No
Devin Blount	10			3	X	8	2	8 1/4	21.5	215	✓
Colin Felder	10			2	7 1/4	8	X	7 1/4	25	250	✓
Adrian Porterfield	10			2	7 1/4	7 1/4	X	X	14	140	✓
Solvin Gallardo										1,000	✓
Leanne D. Smith-Harris										375	✓

Paid on 12-29-15

Kroger 678 Columbia, SC.

12-19 to 12-25-15





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
PO Box 5845
Columbia SC 29250

CONTACT
NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No): 803-252-1988
E-MAIL: carol_kelly@ajg.com
ADDRESS:

INSURED
Tailored Foam, Inc.
PO Box 4186
Hickory, NC 28603

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :AIG Specialty Insurance Company	
INSURER B :Commerce and Industry Insurance Com	
INSURER C :Berkshire Hathaway Homestate Insura	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 570331008

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:				7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0				7/1/2015	7/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		7/1/2015	7/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Deductible: \$25,000 each claim

RE: KROGER 678/COLUMBIA, SC/CENTRAL MASONRY

Certificate Holder, Owner & Architect are Additional Insureds and a Waiver of Subrogation applies as respects the General Liability, Automobile, and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The See Attached...

CERTIFICATE HOLDER

CENTRAL MASONRY
3174 DAVENPORT ROAD NW
DULUTH GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry L. Smith

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Tailored Foam, Inc. PO Box 4186 Hickory, NC 28603	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

insurance provided in the General Liability policy is primary and any other insurance shall be excess only and not contributory. Umbrella is Follow Form. 30 Day Notice of Cancellation. Completed & On-Going Operations is included. Workers Compensation States: AL, FL, GA, IL, IN, MN, NC, NY, TN, TX, VA, WI. All states are covered except Virgin Islands, Puerto Rico, NH, OH, ND, WA, and WY.

2939 Sentinel Tr Lawrenceville GA 30046

che22@mit.edu

Job Name: Kroger Columbia SC
Customer Name: CENTRAL MASONRY INC.

Invoice #: 1
Period: Oct-19 to Oct-24-2015

DESCRIPTION	QTY	U/PRICE	TOTAL	REMARKS
REG. CMU	2280	2	\$ 4,560.00	
GROUT	29	40	\$ 1,150.00	
Q-BRICK	1128	1.5	\$ 1,692.00	
BLOCK DE COLOR	1683	2.2	\$ 3,702.60	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
		SUB TOTAL:	\$ 11,114.60	
LESS RETAINAGE:		0%	\$ -	
		TOTAL THIS INVOICE:	\$11,114.60	

Paid on 10-30-15
CK # 10989

2939 Sentinel Cr. Lawrenceville GA 30043

678-542-4923

elio72@att.net

Date: 11/02/2015

Job Name: KROGER COLUMBIA SC

Customer Name: CENTRAL MASONRY INC.

Invoice #: 2

Period: OCT 26 TO OCT 31-2015

DESCRIPTION	QTY	U/PRICE	TOTAL	REMARKS
REG. CML	813	2	\$ 1,626.00	
GROUT	23	40	\$ 920.00	
REG. DOOR FRAMES			\$ -	
BLOCK DF COLOR	1221	2.2	\$ 2,686.20	
CL-BRICK	1650	1.5	\$ 2,475.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
		SUB-TOTAL:	\$ 7,707.20	
LESS RETAINAGE:		0%	\$ -	
		TOTAL THIS INVOICE:	\$7,707.20	

Paid on 11-12-15
CK # 11027

2939 Sentinel Cr. Lawrenceville GA 30043

678-542-4923

elio72@att.net

Paid on 11-19-15
ck # 11045

Date: 11-09-2015

Job Name: KROGER COLUMBIA.SC

Customer Name: Central Masonry

Invoice #: 03

Period: Nov-02 to Nov-07-2015

DESCRIPTION	QTY	U/PRICE	TOTAL	REMARKS
REG. BLOCK	740	2	\$ 1,480.00	
BLOCK DF COLOR	350	2.2	\$ 770.00	
Q-BRICK	1290	1.5	\$ 1,935.00	
GROUT	14	40	\$ 560.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
		SUB-TOTAL:	\$ 4,745.00	
LESS RETAINAGE:		0%	\$ -	
		TOTAL THIS INVOICE:	\$4,745.00	

ATL MASONRY CONTRACTOR INC.

2939 Sentinel Cr. Lawrenceville ga 30043

678-542-4923

ellin72@att.net

Paid on 11-25-15
ck # 11071

Date: 11-23-2015

Job Name: KROGER COLUMBIA SC
Customer Name: CENTRAL MASONRY INC.

Invoice #: 4
Period: Nov 09 to Nov 21-2015

DESCRIPTION	QTY	U/PRICE	TOTAL	REMARKS
REG BLOCK	1021	2.00	\$ 2,042.00	
BLOCK DE COLOR	4292	2.2	\$ 9,420.40	
Q-BRICK	4560	1.5	\$ 6,870.00	
GROUT	67	.40	\$ 2,680.00	
EXTRA TO COVER PAY ROLL mb	1	2185.7	\$ 2,185.70	✓
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			SUB-TOTAL:	\$ 23,198.10
LESS RETAINAGE:			0%	\$ -
			TOTAL THIS INVOICE:	\$23,198.10

ATL MASONRY CONTRACTOR INC.

2939 Sentinel Cr. Lawrenceville ga 30043

678-542-4923

elio72@att.netPaid on 12-09-15
CK # 11101

Date: 12-07-2015

Job Name: KROGER COLUMBIA SC
Customer Name: CENTRAL MASONRY INC.

Invoice #: 5
Period: Nov-23 to DEC-05-2015

DESCRIPTION	QTY	U/PRICE	TOTAL	REMARKS
REG BLOCK	549	2.00	\$ 1,098.00	
BLOCK DE COLOR	5934	2.2	\$ 13,054.80	
Q-BRICK	2280	1.5	\$ 3,420.00	
GROUT	87	40	\$ 3,480.00	
EXTRA TO COVER PAY ROLL	1	2260	\$ 2,260.00	
DOOR FRAMES	7	50	\$ 350.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
SUB-TOTAL:			\$ 23,662.80	
LESS RETAINAGE:		0%	\$ -	
TOTAL THIS INVOICE:			\$ 23,662.80	

ATL MASONRY CONTRACTOR INC.

2939 Sentinel Cr. Lawrenceville ga 30043

678-542-4923

clio72@att.net*Paid on 12-23-15*
ck # 11190

Date: 12-20-2015

Job Name: KROGER COLUMBIA SC

Customer Name: CENTRAL MASONRY INC.

Invoice #: 856

Period: Dec-07 to DEC-19-2015

DESCRIPTION	QTY	U/PRICE	TOTAL	REMARKS
REG BLOCK	1214	2.00	\$ 2,428.00	
BLOCK DE COLOR	5116	2.2	\$ 11,255.20	
Q-BRICK	4355	1.5	\$ 6,532.50	
GROUT	64	40	\$ 2,560.00	
EXTRA TO COVER PAY ROLL	1	2780	\$ 2,780.00	
DOOR FRAMES	2	50	\$ 100.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
SUB-TOTAL:			\$ 25,655.70	
LESS RETAINAGE:		0%	\$ -	
TOTAL THIS INVOICE:			\$25,655.70	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURER

THE JAMES GROUP
3600 DEKALB TECHNOLOGY PARKWAY
SUITE 110
ATLANTA GA 30360 // PHONE: 404-261-9910

RED

ATL MASONRY CONTRACTOR, INC.
2939 SENTINEL CIRCLE
LAWRENCEVILLE GA 30043

CONTACT NAME: JUAN F NAREA	
PHONE (A/C, No, Ext): 404-261-9910	FAX (A/C, No): 404-261-9920
E-MAIL ADDRESS: GLADYS@JAMESGROUP.INFO	
INSURER(S) AFFORDING COVERAGE	
INSURER A: WESTERN WORLD	
INSURER B: LIBERTY MUTUAL INS. CO.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

VERAGES CERTIFICATE NUMBER: 104891 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY				2-18-2015	2-18-2016	
☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
☐ POLICY ☐ PROJECT ☐ LOC						
AUTOMOBILE LIABILITY						
☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB						
EXCESS LIAB						EACH OCCURRENCE \$
						AGGREGATE \$
DED RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				2/13/2015	2/13/2016	☒ WC STATUTORY LIMITS ☐ OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN)						E.L. EACH ACCIDENT \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

OBJECT: KROGER 678
373 KILLIAN RD
COLUMBIA, SC 29203

CENTRAL MASONRY INC. IS NAMED AS ADDITIONAL INSURED PER FORM WW180(03/10)

CERTIFICATE HOLDER

CENTRAL MASONRY, INC.
3174 DAVENPORT ROAD
DULUTH, GA 30096
770-408-0302
CM2676@HOTMAIL.COM

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Juan F. Narea

ACORD 25 (2010/05)

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SPEED, SETA, MARTIN, TRIVETT & STUBLEY, LLC

ATTORNEYS AT LAW

REPLY TO

P.O. BOX 11669

COLUMBIA, SOUTH CAROLINA 29211

PHONE (803) 748-2919

FAX (803) 748-2735

www.Speed-Seta.com

WALLACE SPEED (GA & TN)
LESLI R. SETA (GA & FL)
SETH C. MARTIN (GA & FL)
ERIC L. TRIVETT (GA)
M. STEPHEN STUBLEY (SC)
STEPHANIE A. ROCKWELL (GA & TN)
JAMES E.L. FICKLING (SC & NC)

ALEXANDER ADKINS (GA)
HUNTER CHANDLER (GA & TN)
MELISSA CRUZ (GA)
C. BENTON HILBURN (GA)
JASON A. LANAHAN (GA)
ERICA LOUDIN (SC)
ANDREA S. OWEN (GA)
BRITTANY SCHWANITZ (GA)
DANIELLE TAYLOR (GA)
BRITTANY BELL TURNER (GA & FL)

∞ •

GRANT LANFORD (GA & FL), of counsel
TOM PATTERSON (GA & AL), of counsel
GEORGE GALLAGHER (SC), of counsel
BOB HORNER (SC & NC), of counsel

October 27, 2016

The Honorable Richard T. Alexander, Jr.
Clerk of Courts
Post Office Box 880
Lawrenceville, GA 30046

RE: *Calvin Felder v. Central Masonry, Inc.*
WCC No.: 1521141
Claim No.: No coverage claim
DOA: 12/30/15
Our File No.: 1700-0555

Dear Mr. Alexander:

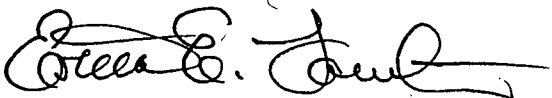
Our firm represents Berkshire Hathaway/AmGuard Insurance Company in connection with a workers' compensation claim brought by the above named claimant in the state of South Carolina.

Pursuant to GA Code § 24-13-112(a) of the Uniform Interstate Discovery and Depositions Act, to request issuance of a foreign subpoena, a party must submit the foreign subpoena to the clerk of superior court of the county in which the recipient of the subpoena resides. Please find enclosed a South Carolina Form 27 Subpoena to Pat Barger of Lloyd Pro Group, Inc., which I am requesting to be issued in accordance with GA Code § 24-13-112(b).

If any costs are associated with the completion of this request, please forward them to my office at your earliest convenience.

Thank you for your assistance with this matter.

Sincerely,



for M. Stephen Stubley
MSS/dlw

143

Enclosure

cc: Rosemarie Farrell (w/encl)
Paula Amick, Esquire (w/encl)
Lisa Glover, Esquire (w/encl)
J. Randall Hedlund, Esquire (w/encl)
Jonathan R. Hendrix, Esquire (w/encl)

South Carolina Workers' Compensation Commission
P.O. Box 1715 • 1612 Marion Street
Columbia, South Carolina 29202-1715
(803) 737-5700

WCC File # 1521141

Carrier File #

Carrier Code #

Employer FEIN

Calvin Felder
Claimant's Name
SSN
Columbia SC 29223
Address City State Zip
Home Phone Work Phone

Central Masonry, Inc.
Employer's Name
3134 Davenport Road NW Duluth GA 30096
Address City State Zip
AmGuard Insurance Company
Insurance Carrier

M. Stephen Stubley, Esquire
Preparer's Name

P.O. Box 1169, Columbia, SC 29211
Address

(803) 748-2919
Phone #

Lloyd Pro Group, Inc. – Duluth
ATTN: Pat Barger
2575 Breckinridge Blvd. Ste 100
To: Duluth, GA 30096

☐ YOU ARE COMMANDED to appear before the above named Commission at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY: ROOM: DATE AND TIME:

☒ YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION: DATE AND TIME:

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects):

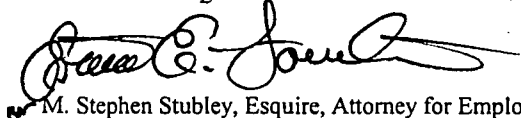
See Addendum Attached.

PLACE: M. Stephen Stubley, Esquire, P.O. Box 11669, Columbia, SC 29211 DATE AND TIME: 11/07/16 @ 10:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES: DATE AND TIME:

THIS SUBPOENA SHALL REMAIN IN EFFECT UNTIL YOU ARE GRANTED PERMISSION TO DEPART BY THE COMMISSIONER OR AN OFFICER ACTING ON BEHALF OF THE COMMISSIONER. QUESTIONS CONCERNING THIS SUBPOENA SHOULD BE ADDRESSED TO THE ISSUING OFFICER.


M. Stephen Stubley, Esquire, Attorney for Employer/Carrier
ISSUING OFFICER'S SIGNATURE AND TITLE

(803) 748-2919
PHONE#

October 27, 2016
DATE

Serve this form according to R.67-212B. Refer to R.67-212 and R.67-214 for additional information. Procedural questions may be addressed to the Judicial Department (803/737-5675).

Addendum to Defendants Form 27 Subpoena

DEFINITIONS

1. "Document" or "documents" means the original and any non-identical copies of any written, recorded, graphic or visual matter, and any tangible thing, which in whole or, in part, illustrates or conveys information in your possession, custody or subject to your control, directly or indirectly, however produced, reproduced, prepared, disseminated or made and whether stored on paper, cards, tapes, discs, belts, chart, film, computer storage devices, microfilm or any other medium or device. This term includes the following, but is not limited to, correspondence, diagrams, data processing, storage units, tapes, photographs, contracts, invoices, receipts, bills, orders, notes, computer data, e-mails, and other written communications, and other documents as identified in Rule 34 of the Federal Rules of Civil Procedure. In all cases where original and/or non-identical copies are unavailable, "document" or "documents" also means copies thereof.
2. "Communications" means any and all oral conversations, conferences or meetings and any written, postal telegraphic, telephonic, electronic or other message.

REQUESTS

Please provide the following:

1. A complete copy of the GUARD insurance policy corresponding with policy number of ~~REDACTED~~ ("GUARD Policy") as referenced on the Certificate of Liability Insurance related to this claim.

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Form 27 (Subpoena) has been served upon the following parties by placing a copy of the same in the United States mail, first class postage prepaid, addressed to the following as shown below on the 28 day of October, 2016.

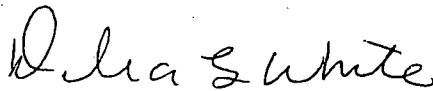
Lloyd Pro Group, Inc. – Duluth
ATTN: Pat Barger
2575 Breckinridge Blvd. Ste 100
Duluth, GA 30096

Paula Amick, Esquire
George Sink, PA
Post Office Box 21567
Columbia, SC 29221

Lisa Glover, Esquire
UEF
Post Office Box 210039
Columbia, SC 29221

J. Randall Hedlund, Esquire
McAngus Goudelock & Courie
P.O. Box 2980
Greenville, SC 29602

Jonathan R. Hendrix, Esquire
Hendrix Hendrix & Steigner
Post Office Box 6398
West Columbia, SC 29171



Debra L. White, Paralegal
Speed, Seta, Martin, Trivett & Stublely
P.O. Box 11669
Columbia, SC 29211

Attorney for Defendants

SPEED, SETA, MARTIN, TRIVETT & STUBLEY, LLC

ATTORNEYS AT LAW

WALLACE SPEED (GA & TN)
LESLI R. SETA (GA & FL)
SETH C. MARTIN (GA & FL)
ERIC L. TRIVETT (GA)
M. STEPHEN STUBLEY (SC)
STEPHANIE A. ROCKWELL (GA & TN)
JAMES E.L. FICKLING (SC & NC)

REPLY TO
P.O. BOX 11669
COLUMBIA, SOUTH CAROLINA 29211
PHONE (803) 748-2919
FAX (803) 748-2735
www.Speed-Seta.com

ALEXANDER ADKINS (GA)
HUNTER CHANDLER (GA & TN)
MELISSA CRUZ (GA)
C. BENTON HILBURN (GA)
JASON A. LANAHAN (GA)
ERICA LOUDIN (SC)
ANDREA S. OWEN (GA)
BRITTANY SCHWANITZ (GA)
DANIELLE TAYLOR (GA)
BRITTANY BELL TURNER (GA & FL)

∞

GRANT LANFORD (GA & FL), of counsel
TOM PATTERSON (GA & AL), of counsel
GEORGE GALLAGHER (SC), of counsel
BOB HORNER (SC & NC), of counsel

October 6, 2016

Jonathan R. Hendrix, Esquire
Hendrix, Hendrix & Steigner
Post Office Box 6398
West Columbia, SC 29171

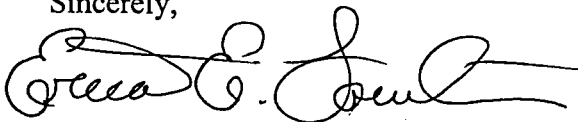
RE: *Calvin Felder v. Central Masonry, Inc.*
WCC No.: 1521141
Claim No.: No coverage claim
DOA: 12/30/15
Our File No.: 1700-0555

Dear Jonathan:

Please find enclosed a subpoena for a list of all SC employees or independent contractors for 2015, a copy of each individual's employment application and contract for hire, the jobsites and dates they worked, itemized payroll and hours, tax information for 2015 issued to each employee/independent contractor; 2015 returns form Central Masonry, copies of any and all correspondence between Central Masonry and the Lloyd Group related to SC coverage and this claim. Please let me know if you should have any questions regarding the subpoena.

Thank you for your assistance with this request.

Sincerely,



for M. Stephen Stubley
MSS/dlw
Enclosure

cc: Rosemarie Farrell (w/encl)
Paula Amick, Esquire (w/encl)
Lisa Glover, Esquire (w/encl)
J. Randall Hedlund, Esquire 9w/encl

South Carolina Workers' Compensation Commission
P.O. Box 1715 • 1612 Marion Street
Columbia, South Carolina 29202-1715
(803) 737-5700

WCC File # 1521141

Carrier File #

Carrier Code #

Employer FEIN

Calvin Felder

Claimant's Name

SSN

Address

City

State

Zip

Home Phone

Work Phone

Central Masonry, Inc.

Employer's Name

3134 Davenport Road NW

Duluth

GA

30096

Address

City

State

Zip

AmGuard Insurance Company

Insurance Carrier

M. Stephen Stubley, Esquire

Preparer's Name

P.O. Box 1169, Columbia, SC 29211

Address

(803) 748-2919

Phone #

Central Masonry by and thru their attorney

Jonathan R. Hendrix, Esquire

Hendrix, Hendrix & Steigner

Post Office Box 6398

To: West Columbia, SC 29171

☐ YOU ARE COMMANDED to appear before the above named Commission at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY:

ROOM:

DATE AND TIME:

☒ YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION:

DATE AND TIME:

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects):

Any and all SC employees or independent contractors for 2015, a copy of each individual's employment application and contract for hire, the jobsites and dates they worked, itemized payroll and hours, tax info for 2015 issued to each employee/independent contractor; 2015 return forms Central Masonry, copies of any and all correspondence between Central Masonry and the Lloyd Group related to SC coverage and this claim.

PLACE: M. Stephen Stubley, Esquire, P.O. Box 11669, Columbia, SC 29211

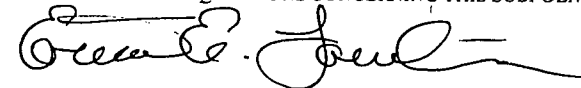
DATE AND TIME: 10/16/16 @ 10:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES:

DATE AND TIME:

THIS SUBPOENA SHALL REMAIN IN EFFECT UNTIL YOU ARE GRANTED PERMISSION TO DEPART BY THE COMMISSIONER OR AN OFFICER ACTING ON BEHALF OF THE COMMISSIONER. QUESTIONS CONCERNING THIS SUBPOENA SHOULD BE ADDRESSED TO THE ISSUING OFFICER.



M. Stephen Stubley, Esquire, Attorney for Employer/Carrier
ISSUING OFFICER'S SIGNATURE AND TITLE

(803) 748-2919
PHONE#

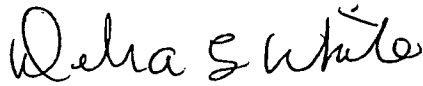
October 6, 2016
DATE

Serve this form according to R.67-212B. Refer to R.67-212 and R.67-214 for additional information. Procedural questions may be addressed to the Judicial Department (803/737-5675).

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Form 27 (Subpoena) has been served upon the following parties by placing a copy of the same in the United States mail, first class postage prepaid, addressed to the following as shown below on the 0 day of October, 2016.

Central Masonry by and thru their attorney,
Jonathan R. Hendrix, Esquire
Hendrix, Hendrix & Steigner
Post Office Box 6398
West Columbia, SC 29171



Debra L. White, Paralegal
Speed, Seta, Martin, Trivett & Stublely
P.O. Box 11669
Columbia, SC 29211

Attorney for Defendants

Jordan Dunn

From: Stephen Stublely [sstublely@mckayfirm.com]
Sent: Wednesday, May 25, 2016 11:08 AM
To: Jordan Dunn
Cc: Rosemarie.Farrell@guard.com
Subject: RE: 05.05.16 Calvin Felder (WCC # 1521141)

Jordan,

I may need someone to testify to this at a Hearing as Central Masonry is alleging coverage. Would you be that person? A Hearing date has not been set.

Stephen

M. Stephen Stublely, Esquire
McKay, Cauthen, Settana & Stublely, PA
1303 Blanding Street
P.O. Box 7217
Columbia, SC 29202
(803) 256-4645
www.mckayfirm.com



This transmission is intended by the sender and proper recipient(s) to be confidential, intended only for the proper recipient(s) and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you are not the intended recipient(s) you are notified that the dissemination, distribution or copying of this message is strictly prohibited. If you receive this message in error, or are not the proper recipient(s), please notify the sender at either the email address or telephone number above and delete this email from your computer. Receipt by anyone other than the proper recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege. Thank you.

Unless expressly stated to the contrary herein, (a) Nothing contained in this message was intended or written to be used, can be used, nor may be relied upon or used, by any taxpayer for the purpose of avoiding penalties that could be imposed upon the taxpayer under the Internal Revenue Code of 1986, as amended; and (b) Any written statement contained herein relating to any federal tax transaction or issue may not be used by any individual or entity to recommend or support the promotion or marketing of any such transaction or issue.

From: Jordan Dunn [mailto:JDunn@insurancehub.com]
Sent: Wednesday, May 25, 2016 9:44 AM
To: Stephen Stublely
Cc: Rosemarie.Farrell@guard.com
Subject: RE: 05.05.16 Calvin Felder (WCC # 1521141)

Good morning Mr. Stublely,

I have reviewed the policy transactions on our side and here is the timeline of events:

8/18/2015 – Received request for certificate for SC job. Request to Guard to add SC

8/19/2015 8:51 am- Advised insured Guard denied adding WOS in SC as SC was not on the policy. We were advised we could add SC, but would need annual payroll for all jobs in SC.

9:02 am – We received notice from the insured all the work in SC is being performed by sub-contractors. All jobs will have a sub-contractor and we will have their COI for those jobs.

9/2/2015 – Phone call between Guard and "the agent" SC was not added to this policy and will not be added. "Waivers should only be added for the excluded officer. The officer will be overseeing the work being done performed by insured subs only. No employees on this policy will be doing this work."

1/15/2016 2:08 pm – I contacted Guard regarding SC – "How do you add a waiver for an excluded officer?" Yes, initially the work was performed by insured subs, but then as we all believed SC had been added – they hired an employee." I also advised in the same email, we needed to add KY.

2:23PM – I was advised "There were no endorsements, increased premium billed or SC waivers billed and mailed out on the policy for the state of South Carolina. There was a preliminary audit completed in the beginning of Oct. that did not have any SC exposure/payroll noted on it. We are not a servicing carrier for KY. KY cannot be added to this policy."

And that was the last communication regarding adding SC to the policy.

Please advise if you need anything further.

Thank you,



insurancehub
a First Pro Group Company

Jordan Dunn, CIC, Commercial Lines Account Manager

2675 Breckinridge Blvd. | Suite 100 | Duluth, GA 30096

direct: 404.335.7020

main: 770.497.1200

fax: 770.814.7187

web: insurancehub.com

We are happy to provide CERTIFICATES of insurance or EVIDENCE OF PROPERTY insurance at your request with a 24 hour turnaround time. If you have a RUSH request, please make sure you advise us and we will do our best to comply with your needs. All requests should be emailed to: certificates@insurancehub.com.

Thank you!

This email (and any attachments) is intended only for the use of the individual or entity named above and may contain information that is privileged and confidential. If you are not the intended recipient, or have unauthorized access, you are hereby notified that copying, disseminating, distributing or taking any action in reliance on this email is strictly prohibited. Opinions, conclusions and other information in this message that do not relate to the official business of our firm shall be understood as neither given nor endorsed by it.

From: Patrick Barger

Sent: Wednesday, May 25, 2016 9:12 AM

To: Jordan Dunn

Subject: FW: 05.05.16 Calvin Felder (WCC # 1521141)

The customer is Central Masonry on this. The attorney called and said that he was in today but out tomorrow –Monday. His number looks to be (803) 256-4645.

Thanks,

Please feel free to check with me on anything you need. We have a full service agency which includes Health and Life Insurance as well as Financial Products!



Patrick Barger, Account Manager

2675 Breckinridge Blvd. | Suite 100 | Duluth, GA 30096

Direct: 404.335.7021

Main: 770.497.1200

Fax: 770.814.7187

Web: insurancehub.com

Home | Auto | Business | Umbrella | Valuable Items | Life | Motorcycle & ATV | Golf Carts | Boats | ID Theft

This email (and any attachments) is intended only for the use of the individual or entity named above and may contain information that is privileged and confidential. If you are not the intended recipient, or have unauthorized access, you are hereby notified that copying, disseminating, distributing or taking any action in reliance on this email is strictly prohibited. Opinions, conclusions and other information in this message that do not relate to the official business of our firm shall be understood as neither given nor endorsed by it.

From: Stephen Stublely [<mailto:ssublely@mckayfirm.com>]

Sent: Wednesday, May 25, 2016 8:51 AM

To: Patrick Barger; Patrick Barger

Subject: FW: 05.05.16 Calvin Felder (WCC # 1521141)

From: Rosemarie Farrell [<mailto:Rosemarie.Farrell@guard.com>]

Sent: Thursday, May 05, 2016 9:00 AM

To: Stephen Stublely

Subject: 05.05.16 Calvin Felder (WCC # 1521141)

Good Morning:

This COI was not issued by GUARD or through any of Guard's software. In fact, this is the first time this COI has been seen by AmGUARD. The agent may have provided it to the employer for the job, but it does not confirm coverage on behalf of AmGUARD, nor does it change the terms and conditions of the policy. The policy is subject to all terms conditions limitations and exclusions regardless of the issuance of a COI. A COI is not part of the policy. In fact, the COI contains the following disclaimer right in the header which affirms it does not extend rights to the holder, extend coverage, or change the terms of the policy.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

It should be noted that the agent is not AmGUARD's agent and has no authority to interpret coverage under the Policy on behalf of AMGUARD. The agent is the agent of the employer, not AmGUARD, and sought a policy on behalf of the employer. In this case, the agent is even farther removed from AmGUARD since this is an assigned risk policy. The agent applied for a policy with NCCI (administrator of the GA assigned risk pool) on behalf of the employer, and NCCI then assigned AmGUARD to be the carrier and issue a policy for the employer. The agent certainly has no right to change the terms on the assigned risk endorsement on behalf of NCCI. The DEC page, as previously noted, is clear that the Risk Limited Out of State endorsement applies, and the endorsement itself even notes clearly that coverage will not apply to other states.

Also, as noted, the policy number listed on the COI is not an AmGUARD policy number, and since we did not issue the COI, we would have no idea where the agent got that number or if there is another policy out there. Also, a COI does not make the holder an additional insured under a policy, only an endorsement to the policy itself can make a party an additional insured. In this case there was never any request for such an endorsement. The COI also notes clearly that only an endorsement can make a certificate holder an additional insured.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.

Bottom line is the employer did not meet the conditions for out of state coverage under the policy regardless of the job address or COI and therefore there is no coverage for the loss in SC. The job address listed on a COI is irrelevant as neither the COI or merely naming a location of a job alters the policy terms, conditions or endorsements.

Rosemarie Farrell
COVERAGE SPECIALIST
Berkshire Hathaway GUARD Insurance Companies
rosemarie.farrell@guard.com
570-825-9900, ext. 1186

From: Stephen Stubley [<mailto:ssstubley@mckayfirm.com>]
Sent: Wednesday, May 04, 2016 4:48 PM
To: Rosemarie Farrell
Subject: FW: Calvin Felder (WCC # 1521141)

Rose, Please see attached. Specifically, see P. 2 where it lists job address.

Stephen

M. Stephen Stubley, Esquire
McKay, Cauthen, Settana & Stubley, PA
1303 Blanding Street
P.O. Box 7217
Columbia, SC 29202
(803) 256-4645
www.mckayfirm.com



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Jordan Dunn

From: Jordan Dunn
Sent: Friday, January 15, 2016 3:10 PM
To: 'Central Masonry'
Cc: Chrisann Richards
Subject: South Carolina and Kentucky

Importance: High

Hi Sandra,

I just spoke to Guard regarding adding South Carolina to your workers compensation policy. We were advised you were beginning a job in South Carolina and needed coverage. In order to add coverage, we need payroll and address for the job. We were advised on 8/19/2015, all of your jobs in South Carolina were performed by sub-contractors and there would be no payroll – thus SC was not added to the policy. This is a correction from my call to you yesterday, as Guard advised us of this correction today. Further, they advised an audit completed in Oct showed no payroll for SC either. Please provide payroll for SC so we may add the state.

In addition, we have been advised Guard is not a licensed carrier in Kentucky. At this time, you have advised all work being performed in KY is by sub contractors as well. Please be advised at this time, your workers compensation does not include coverage for SC or KY. We can add SC, but we will need to find another carrier for KY.

If you have any questions or if I may be of any assistance, please don't hesitate to give me a call.
Thank you,



insurancehub
a Liberty Mutual Group Company

Jordan Dunn, CIC, Commercial Lines Account Manager
2675 Breckinridge Blvd. | Suite 100 | Duluth, GA 30096

direct: 404.335.7020
main: 770.497.1200
fax: 770.814.7187
web: insurancehub.com

We are happy to provide CERTIFICATES of insurance or EVIDENCE OF PROPERTY insurance at your request with a 24 hour turnaround time. If you have a RUSH request, please make sure you advise us and we will do our best to comply with your needs. All requests should be emailed to: certificates@insurancehub.com

Thank you!

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Jordan Dunn

From: Tami Hoover [Tami.Hoover@GUARD.com]
Sent: Friday, January 15, 2016 2:23 PM
To: Jordan Dunn
Subject: RE: CENTRAL MASONRY INC [REDACTED]

There were no endorsements, increased premium billed, or SC waivers billed and mailed out on this policy for the state of South Carolina. There was a preliminary audit completed in the beginning of October that did not have any SC exposures/payroll noted on it.

We are not servicing carrier for KY. KY cannot be added to this policy.

From: Jordan Dunn [mailto:JDunn@insurancehub.com]
Sent: Friday, January 15, 2016 2:08 PM
To: Tami Hoover <Tami.Hoover@GUARD.com>
Cc: Chrisann Richards <CRichards@insurancehub.com>
Subject: RE: CENTRAL MASONRY INC R2WC648650

Thanks, Tami.

How do you add a waiver for an excluded officer? Yes, originally the work was by insured subs, but then as we all believed SC had been added – they hired an employee. We also need to add KY now. They have 2 jobs in Kentucky at the following locations:

Stonegate Center Hwy 27
Somerset, KY 42501

4913 Dixie Hwy
Louisville, KY 40216

Please advise of the info you need to complete these endorsements.
Thank you,



insurancehub
a United Fire Group Company

Jordan Dunn, CIC, Commercial Lines Account Manager
2675 Breckinridge Blvd. | Suite 100 | Duluth, GA 30096

direct: 404.335.7020
main: 770.497.1200
fax: 770.814.7187
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From: Tami Hoover [<mailto:Tami.Hoover@GUARD.com>]
Sent: Friday, January 15, 2016 1:06 PM
To: Jordan Dunn
Subject: CENTRAL MASONRY INC [REDACTED]

Hello,

I am responding to your recent inquiry on SC exposures. SC was not added to this policy and will not be added. The agent confirmed on 9/2/2015, via phone conversation, that waivers should only be added for the excluded officer. The officer will be overseeing the work being performed by insured subs only. No employees on this policy will be doing this work.

Thank you,
Tami

Tami Hoover
RISC Team Lead
SBUTeam@guard.com
570-825-9900, ext. 1500



Reminder about GUARD's Servicing Carrier services:

- E-mail **Underwriting** questions, requests, or information to underwriting3@guard.com.
- E-mail **Audit** questions or information to premiumaudit@guard.com.
- To report a claim, call 1-888-NEW-CLMS - 24 hours a day, seven days a week.
- To report fraud, call 1-800-673-2465, ext. TIPS - 24 hours a day, seven days a week.
- For contact information for other topics, visit www.guard.com/customer_service.htm.

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THANK YOU

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Jordan Dunn

From: Central Masonry [cm2676@hotmail.com]
Sent: Wednesday, August 19, 2015 9:02 AM
To: Patrick Barger
Subject: RE: SC Jobs - URGENT

Good morning,

On ALL of our South Carolina jobs we will use Sub-contractor. There will be hardly any payroll. As I stated in the waiver of subrogation the job Outparcel # 3 in Charleston, SC will have a payroll amount of \$10,200.00 (it's a very small job). All other jobs will have a Subcontractor and we will have their COI for those jobs.

Thank you,

Sandra Sturkie
Central Masonry, Inc.
3174 Davenport Road
Duluth, GA 30096
Bus. 678-694-8027

Sandra E-Fax: 770-408-0302

Max Fax. 678-694-8725

Sandra's Mobile: 678-267-5941

Max's Mobile: 770-616-1497

Hours: M-F 8-5

Office Personnel Does NOT work on Saturdays

From: pbarger@lloydprogroup.com
To: cm2676@hotmail.com
Date: Wed, 19 Aug 2015 08:51:42 -0400
Subject: SC Jobs - URGENT

Sandra,

The Underwriter has denied the WOS on all SC jobs because you do not have SC on your Workers Comp policy.

What we need to do in order to add it is provide the Annual payroll for all SC jobs and get it added to your policy.

How much payroll for the year estimated for White Spinner and for Collins and Arnold (give the accounts for each company)?

If we can get this added soon enough we wont have to interrupt jobs.

Thanks

Patrick Barger
Commercial Lines
Account Manager
Lloyd Pro Group, Inc.
2675 Breckinridge Blvd. - Suite 100
Duluth, Georgia 30096
Direct: (404) 335-7020
Main: (770) 497-1200
Fax: (770) 814-7187
pbarger@lloydprogroup.com



***Insuring What Matters Most....
Since 1985***

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Central Masonry, Inc.
Masonry
August 7, 2015 through August 7, 2016

	Box 7: Nonemployee Compensation	TOTAL
ATL Masonry Contractor, Inc.	50,177.00	50,177.00
Calvin Felder	1,675.00	1,675.00
Sandra Sturkie	21,200.00	21,200.00
Selvin Gallardo	24,650.00	24,650.00
Timothy Cain	6,470.00	6,470.00
TOTAL	104,172.00	104,172.00

Ray Jackson
9/20/16

Central Masonry, Inc.
Masonry
August 7, 2015 through August 7, 2016

Date	Memo	Account	Paid Amount
ATL Masonry Contractor, Inc.			
08/21/2015		Subcontractors	8,867.00
09/23/2015		Subcontractors	7,950.00
10/13/2015		Subcontractors	5,260.00
10/26/2015		Subcontractors	6,880.00
11/20/2015		Subcontractors	7,421.00
01/11/2016		Subcontractors	5,915.00
01/27/2016		Subcontractors	7,884.00
Total ATL Masonry Contractor, Inc.			50,177.00
Calvin Felder			
12/17/2015	SC	Subcontractors	235.00
12/21/2015	SC	Subcontractors	250.00
12/29/2015	SC	Subcontractors	60.00
01/07/2016	SC	Subcontractors	115.00
01/14/2016	SC	Subcontractors	250.00
01/21/2016	SC	Subcontractors	165.00
01/27/2016	SC	Subcontractors	200.00
02/04/2016	SC	Subcontractors	200.00
02/12/2016	SC	Subcontractors	200.00
Total Calvin Felder			1,675.00
Sandra Sturkie			
08/07/2015	GA	Subcontractors	400.00
08/14/2015	GA	Subcontractors	400.00
08/21/2015	GA	Subcontractors	400.00
08/28/2015	GA	Subcontractors	400.00
09/04/2015	GA	Subcontractors	400.00
09/11/2015	GA	Subcontractors	400.00
09/18/2015	GA	Subcontractors	400.00
09/25/2015	GA	Subcontractors	400.00
10/02/2015	GA	Subcontractors	400.00
10/09/2015	GA	Subcontractors	400.00
10/16/2015	GA	Subcontractors	400.00
10/23/2015	GA	Subcontractors	400.00
10/30/2015	GA	Subcontractors	400.00
11/06/2015	GA	Subcontractors	400.00
11/13/2015	GA	Subcontractors	400.00
11/20/2015	GA	Subcontractors	400.00
11/27/2015	GA	Subcontractors	400.00
12/04/2015	GA	Subcontractors	400.00
12/11/2015	GA	Subcontractors	400.00
12/18/2015	GA	Subcontractors	400.00
12/24/2015	GA	Subcontractors	400.00
12/31/2015	GA	Subcontractors	400.00
01/08/2016	GA	Subcontractors	400.00
01/15/2016	GA	Subcontractors	400.00
01/22/2016	GA	Subcontractors	400.00
01/29/2016	GA	Subcontractors	400.00
02/05/2016	GA	Subcontractors	400.00
02/12/2016	GA	Subcontractors	400.00
02/19/2016	GA	Subcontractors	400.00
02/26/2016	GA	Subcontractors	400.00
03/04/2016	GA	Subcontractors	400.00
03/11/2016	GA	Subcontractors	400.00
03/18/2016	GA	Subcontractors	400.00
03/25/2016	GA	Subcontractors	400.00
04/01/2016	GA	Subcontractors	400.00
04/08/2016	GA	Subcontractors	400.00
04/15/2016	GA	Subcontractors	400.00
04/22/2016	GA	Subcontractors	400.00
04/29/2016	GA	Subcontractors	400.00
05/06/2016	GA	Subcontractors	400.00
05/13/2016	GA	Subcontractors	400.00
05/20/2016	GA	Subcontractors	400.00

Central Masonry, Inc.
Masonry
 August 7, 2015 through August 7, 2016

Date	Memo	Account	Paid Amount
05/27/2016	GA	Subcontractors	400.00
06/03/2016	GA	Subcontractors	400.00
06/10/2016	GA	Subcontractors	400.00
06/17/2016	GA	Subcontractors	400.00
06/24/2016	GA	Subcontractors	400.00
07/01/2016	GA	Subcontractors	400.00
07/08/2016	GA	Subcontractors	400.00
07/15/2016	GA	Subcontractors	400.00
07/22/2016	GA	Subcontractors	400.00
07/29/2016	GA	Subcontractors	400.00
08/05/2016	GA	Subcontractors	400.00
Total Sandra Sturkie			
Selvin Gallardo			21,200.00
[REDACTED]			
08/07/2015	GA	Subcontractors	570.00
08/14/2015	GA	Subcontractors	500.00
08/21/2015	GA	Subcontractors	500.00
08/28/2015	GA	Subcontractors	500.00
09/04/2015	GA	Subcontractors	530.00
09/11/2015	GA	Subcontractors	470.00
09/18/2015	GA	Subcontractors	510.00
09/25/2015	GA	Subcontractors	450.00
10/02/2015	GA	Subcontractors	490.00
10/09/2015	GA	Subcontractors	530.00
10/16/2015	GA	Subcontractors	500.00
10/23/2015	GA	Subcontractors	460.00
10/30/2015	GA	Subcontractors	480.00
11/06/2015	GA	Subcontractors	420.00
11/13/2015	GA	Subcontractors	460.00
11/20/2015	GA	Subcontractors	400.00
11/27/2015	GA	Subcontractors	420.00
12/04/2015	GA	Subcontractors	450.00
12/11/2015	GA	Subcontractors	400.00
12/18/2015	SC	Subcontractors	430.00
12/24/2015	GA	Subcontractors	400.00
12/31/2015	SC	Subcontractors	420.00
01/08/2016	SC	Subcontractors	400.00
01/15/2016	GA	Subcontractors	340.00
01/22/2016	GA	Subcontractors	480.00
01/29/2016	GA	Subcontractors	450.00
02/05/2016	GA	Subcontractors	420.00
02/12/2016	GA	Subcontractors	450.00
02/19/2016	GA	Subcontractors	400.00
02/26/2016	GA	Subcontractors	370.00
03/04/2016	GA	Subcontractors	320.00
03/11/2016	GA	Subcontractors	380.00
03/18/2016	GA	Subcontractors	430.00
03/25/2016	GA	Subcontractors	460.00
04/01/2016	GA	Subcontractors	400.00
04/08/2016	GA	Subcontractors	440.00
04/15/2016	GA	Subcontractors	470.00
04/22/2016	GA	Subcontractors	520.00
04/29/2016	GA	Subcontractors	560.00
05/06/2016	GA	Subcontractors	500.00
05/13/2016	GA	Subcontractors	550.00
05/20/2016	GA	Subcontractors	520.00
05/27/2016	GA	Subcontractors	500.00
06/03/2016	GA	Subcontractors	550.00
06/10/2016	GA	Subcontractors	520.00
06/17/2016	GA	Subcontractors	500.00
06/24/2016	GA	Subcontractors	550.00
07/01/2016	GA	Subcontractors	530.00
07/08/2016	GA	Subcontractors	500.00
07/15/2016	GA	Subcontractors	460.00
07/22/2016	GA	Subcontractors	500.00
			430.00

Central Masonry, Inc.
Masonry
August 7, 2015 through August 7, 2016

	<u>Date</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
	07/29/2016	GA	Subcontractors	470.00
	08/05/2016	GA	Subcontractors	490.00
Total Selvin Gallardo				24,650.00
Timothy Cain				
	12/17/2015	SC	Subcontractors	245.00
	12/21/2015	SC	Subcontractors	195.00
	12/29/2015	SC	Subcontractors	215.00
	01/07/2016	SC	Subcontractors	200.00
	01/14/2016	SC	Subcontractors	230.00
	01/21/2016	SC	Subcontractors	245.00
	01/27/2016	SC	Subcontractors	200.00
	02/04/2016	NC	Subcontractors	420.00
	02/12/2016	NC	Subcontractors	380.00
	02/19/2016	NC	Subcontractors	410.00
	02/25/2016	NC	Subcontractors	350.00
	03/04/2016	NC	Subcontractors	400.00
	03/11/2016	NC	Subcontractors	420.00
	03/18/2016	NC	Subcontractors	470.00
	03/23/2016	NC	Subcontractors	410.00
	04/01/2016	NC	Subcontractors	400.00
	04/08/2016	NC	Subcontractors	430.00
	04/15/2016	NC	Subcontractors	400.00
	04/22/2016	NC	Subcontractors	450.00
Total Timothy Cain				6,470.00
TOTAL				104,172.00



CERTIFICATE OF LIABILITY INSURANCE

CENTRAL

OP ID: PB

DATE (MM/DD/YYYY)

08/18/2015

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PRODUCER
Lloyd Pro Group Inc. - Duluth
2675 Breckinridge Blvd Ste 100
Duluth, GA 30095
House Account

CONTACT NAME: Pat Barger

PHONE (A/C, No, Ext): 770-497-1200

FAX (A/C, No): 770-814-7187

E-MAIL: certificates@lloydprogroup.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Progressive Mountain

INSURER B: Nationwide Property & Casualty

INSURER C: Nationwide Mutual Insurance Co

INSURER D: Amguard Insurance Co

INSURER E:

INSURER F:

INSURED
Central Masonry Inc
3174 Davenport Rd
Duluth, GA 30096

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	X X		11/19/2014	11/19/2015	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PRO-JECT ☐ LOC					
	OTHER:					
A	☐ AUTOMOBILE LIABILITY					
	☐ ANY AUTO ☒ SCHEDULED AUTOS	X X		11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB					
	☐ OCCUR ☐ CLAIMS-MADE					
	DED RETENTION \$			11/19/2014	11/19/2015	EACH OCCURRENCE \$ 2,000,000
						AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A		08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			11/19/2014	11/19/2015	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Collins and Arnold
Construction Company LLC
Building B, Ste 102
6111 Peachtree Dunwoody Rd
Atlanta, GA 30328

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD:HOLDER CODE
INSURED'S NAME[REDACTED]
Central Masonry IncCENTRAL
OP ID: [REDACTED]

PAGE 2

Date 08/18/2015

Job:
Kroger GA-678
Clemson Road
Columbia SC

Collins and Arnold Construction is included as additional insured as defined in the General Liability, and Auto policies if required by written contract. Coverage is Primary and Noncontributory. Umbrella to follow form.

A Waiver of Subrogation applies to the General Liability, Auto and Workers Compensation policies if required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

CENTRAL

OP ID: PB

DATE (MM/DD/YYYY)

08/18/2015

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PRODUCER
Lloyd Pro Group Inc. - Duluth
2675 Breckinridge Blvd Ste 100
Duluth, GA 30096
House Account

CONTACT NAME: Pat Barger

PHONE (A/C, No, Ext): 770-497-1200

FAX (A/C, No): 770-814-7187

E-MAIL: certificates@lloydprogroup.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Progressive Mountain

NAIC #

INSURER B: Nationwide Property & Casualty

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INSURER E:

INSURER F:

INSURED
Central Masonry Inc
3174 Davenport Rd
Duluth, GA 30096

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	X	[REDACTED]	11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	[REDACTED]	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			[REDACTED]	11/19/2014	11/19/2015	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Collins and Arnold
Construction Company LLC
Building B, Ste 102
6111 Peachtree Dunwoody Rd
Atlanta, GA 30328

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD:HOLDER CODE [REDACTED]
INSURED'S NAME Central Masonry IncCENTRAL
OP ID: [REDACTED]

PAGE 2

Date 08/18/2015

Job:
Outparcel #3 at Wescott
9500 Dorchester Road
North Charleston SC

Collins and Arnold Construction is included as additional insured as defined in the General Liability, and Auto policies if required by written contract. Coverage is Primary and Noncontributory. Umbrella to follow form.

A Waiver of Subrogation applies to the General Liability, Auto and Workers Compensation policies if required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

CENTRAL

OP ID: PB

DATE (MM/DD/YYYY)

08/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Lloyd Pro Group Inc. - Duluth
2675 Breckinridge Blvd Ste 100
Duluth, GA 30096
House Account

CONTACT

NAME: Pat Barger

PHONE

(A/C, No., Ext): 770-497-1200

E-MAIL

ADDRESS: certificates@lloydprogroup.com

FAX

(A/C, No): 770-814-7187

INSURED

Central Masonry Inc
3174 Davenport Rd
Duluth, GA 30096

INSURER(S) AFFORDING COVERAGE

INSURER A: Progressive Mountain

INSURER B: Nationwide Property & Casualty

INSURER C: Nationwide Mutual Insurance Co

INSURER D: Amguard Insurance Co

INSURER E:

INSURER F:

NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒ ☒	[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	☒ ☒	[REDACTED]	11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$ ☐ CLAIMS-MADE	☐ ☐	[REDACTED]	11/19/2014	11/19/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A ☒	[REDACTED]	08/07/2015	08/07/2016	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater	☐ ☐	[REDACTED]	11/19/2014	11/19/2015	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

White-Spinner Construction Inc.
Attn: Alison Baker
2010 West-65 Service Rd South
Mobile, AL 36693

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

NOTEPAD:

HOLDER CODE

INSURED'S NAME

Central Masonry Inc

CENTRAL

OP ID

PAGE 2

Date 08/18/2015

For Project #30-15-012 - Twister #5318 - Columbia, SC
Certificate Holder, Cypress Acquisitions, Twister #5318, LLC and Southside
Bank and its affiliates and its subsidiaries are named as Additional
Insured on General Liability and Auto Liability and provided with a Waiver
of Subrogation, in regards to Workers' Compensation, General Liability and
Auto Liability as required by written contract. The sub-contractor's
insurance shall be primary and non-contributory.

Jon Hendrix

From: Central Masonry [cm2676@hotmail.com]
Sent: Monday, September 26, 2016 12:53 PM
To: Jon Hendrix
Subject: FW: SC Jobs - URGENT

Mr. Hendrix,

Please read below. (ALL THE WAY).

Thank you,

Sandra Sturkie
Central Masonry, Inc.
3174 Davenport Road
Duluth, GA 30096
Bus. 678-694-8027
Sandra E-Fax: 770-408-0302
Max Fax. 678-694-8725
Sandra's Mobile: [REDACTED]
Max's Mobile: [REDACTED]
Hours: M-F 8-5

Office Personnel Does NOT work on Saturdays

*From: pbarger@lloydprogroup.com
To: cm2676@hotmail.com
Date: Wed, 19 Aug 2015 10:59:09 -0400
Subject: RE: SC Jobs - URGENT

Ok I just requested SC be added to the WC, and the waivers be processed. We should be all good at this point.

Have a good day!

Patrick Barger
Commercial Lines
Account Manager
Lloyd Pro Group, Inc.
2675 Breckinridge Blvd. - Suite 100
Duluth, Georgia 30096
Direct: (404) 335-7020
Main: (770) 497-1200
Fax: (770) 814-7187
pbarger@lloydprogroup.com



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From: Central Masonry [mailto:cm2676@hotmail.com]
Sent: Wednesday, August 19, 2015 10:38 AM
To: Patrick Barger
Subject: RE: SC Jobs - URGENT

Thank you for the observation!

It is:

9510 Dorchester Road
Summerville, SC 29485

Best regards,

Sandra Sturkie
Central Masonry, Inc.
3174 Davenport Road
Duluth, GA 30096
Bus. 678-694-8027

Sandra E-Fax: 770-408-0302

Max Fax. 678-694-8725

Sandra's Mobile: [REDACTED]

Max's Mobile: [REDACTED]

Hours: M-F 8-5

Office Personnel Does NOT work on Saturdays

From: pbarger@lloydprogroup.com
To: cm2676@hotmail.com
Date: Wed, 19 Aug 2015 10:35:04 -0400
Subject: RE: SC Jobs - URGENT

Do you have the Zip code? I'm looking for it but on the Google maps it comes up as the city is Summerville SC for the address.

Patrick Barger
Commercial Lines
Account Manager
Lloyd Pro Group, Inc.
2675 Breckinridge Blvd. - Suite 100
Duluth, Georgia 30096
Direct: (404) 335-7020
Main: (770) 497-1200
Fax: (770) 814-7187
pbarger@lloydprogroup.com



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From: Central Masonry [mailto:cm2676@hotmail.com]
Sent: Wednesday, August 19, 2015 10:31 AM
To: Patrick Barger
Subject: RE: SC Jobs - URGENT

Patrick,

Job address for Outparcel # 3 is as follows:
9500 Dorchester Road
North Charleston, SC

I'll keep in mind your observations.
Thank you,



Sandra Sturkie
Central Masonry, Inc.
3174 Davenport Road
Duluth, GA 30096
Bus. 678-694-8027

Sandra E-Fax: 770-408-0302

Max Fax. 678-694-8725

Sandra's Mobile: [REDACTED]

Max's Mobile: [REDACTED]

Hours: M-F 8-5

Office Personnel Does NOT work on Saturdays

From: pbarger@lloydprogroup.com
To: cm2676@hotmail.com
Date: Wed, 19 Aug 2015 10:27:01 -0400
Subject: RE: SC Jobs - URGENT

Ok I'm going to get SC added to your Workers Comp for the \$10,200 payroll. What is the address of that job? I'll use that address as your SC address for now. That way you'll be able to do work there anytime. Keep in mind you have to make sure these Subs will have their worn workers comp so you don't get audited at the end of the year on them.

If you find you have other jobs where they don't have insurance make sure to let us know if you want to head up the policy before the audit at year end.

Thanks,

Patrick Barger
Commercial Lines
Account Manager
Lloyd Pro Group, Inc.
2675 Breckinridge Blvd. - Suite 100
Duluth, Georgia 30096
Direct: (404) 335-7020
Main: (770) 497-1200
Fax: (770) 814-7187
pbarger@lloydprogroup.com



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From: Central Masonry [<mailto:cm2676@hotmail.com>]
Sent: Wednesday, August 19, 2015 9:02 AM
To: Patrick Barger
Subject: RE: SC Jobs - URGENT

Good morning,

On ALL of our South Carolina jobs we will use Sub-contractor. There will be hardly any payroll. As I stated in the waiver of subrogation the job Outparcel # 3 in Charleston, SC will have a payroll amount of \$10,200.00 (it's a very small job). All other jobs will have a Subcontractor and we will have their COI for those jobs.

Thank you,

Sandra Sturkie
Central Masonry, Inc.
3174 Davenport Road
Duluth, GA 30096
Bus. 678-694-8027
Sandra E-Fax: 770-408-0302
Max Fax. 678-694-8725
Sandra's Mobile: [REDACTED]
Max's Mobile: [REDACTED]
Hours: M-F 8-5

Office Personnel Does NOT work on Saturdays

From: pbarger@lloydprogroup.com
To: cm2676@hotmail.com
Date: Wed, 19 Aug 2015 08:51:42 -0400
Subject: SC Jobs - URGENT
Sandra,

The Underwriter has denied the WOS on all SC jobs because you do not have SC on your Workers Comp policy.

What we need to do in order to add it is provide the Annual payroll for all SC jobs and get it added to your policy.

How much payroll for the year estimated for White Spinner and for Collins and Arnold (give the accounts for each company)?

If we can get this added soon enough we wont have to interrupt jobs.

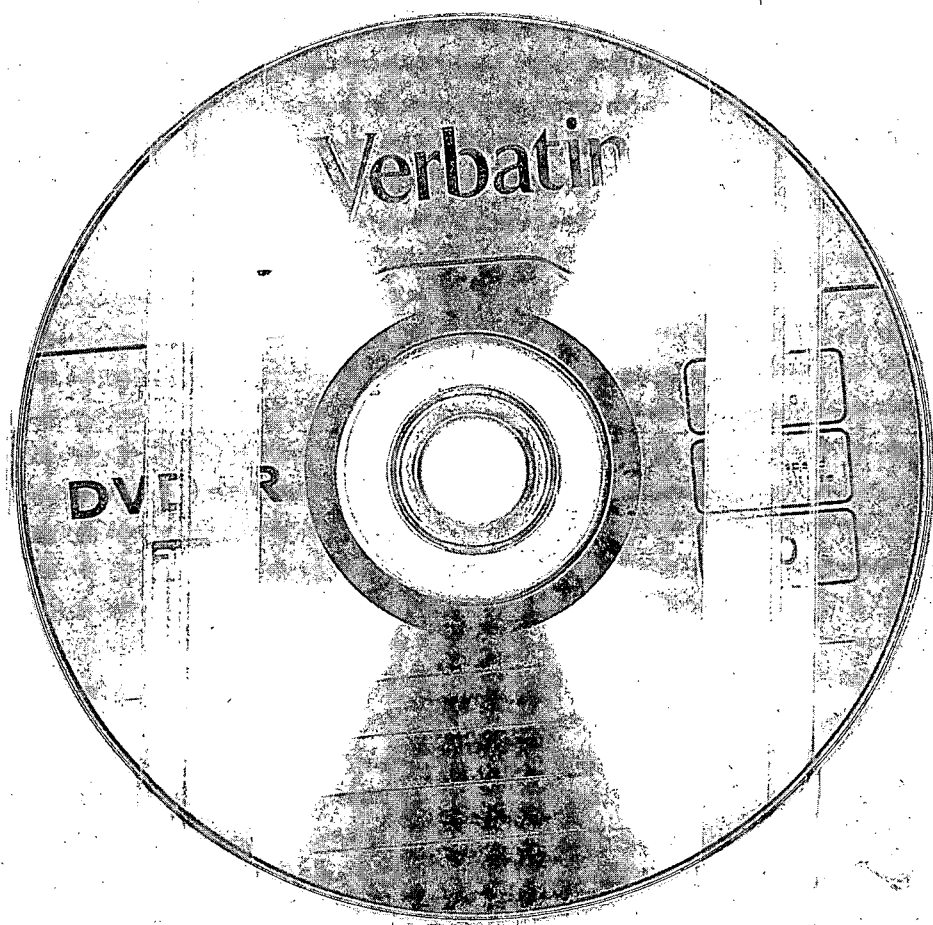
Thanks

Patrick Barger
Commercial Lines
Account Manager
Lloyd Pro Group, Inc.
2675 Breckinridge Blvd. - Suite 100
Duluth, Georgia 30096
Direct: (404) 335-7020
Main: (770) 497-1200
Fax: (770) 814-7187
pbarger@lloydprogroup.com



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STATE OF SOUTH CAROLINA
In the Court of Appeal

APPEAL FROM THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission

SCWCC File No. 1521141

Appellate Case No. 2018-000939

RECEIVED
DEC 31 2018
SC Court of Appeals

Calvin Felder, Claimant

v.

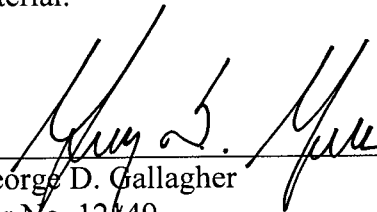
Central Masonry, Inc. & Arnold Construction Co., Employer, and AmGuard Insurance Co./Old Republic Insurance Co., and South Carolina Uninsured Employers Fund, Carriers, Defendants,

Of which AmGuard Insurance Co. is the Appellant and Central Masonry Inc. and South Carolina Uninsured Employers Fund are the Respondents.

CERTIFICATE OF COUNSEL

Pursuant to Rule 210(c) of the South Carolina Rules of Appellate Procedure, I certify that the Record on Appeal only contains matter that was presented at the lower court or tribunal and, in accordance with Rule 210(g), that the Record on Appeal contains all material that both parties designated for inclusion in the Record and no other material.

December 12, 2018


George D. Gallagher
Bar No. 12149

Speed, Seta, Martin, Trivett & Stubley
Post Office Box 11669
Columbia, SC 29211
803.748.2259
ggallagher@speed-seta.com