

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission Decision

Case No. 2016-002493

Armando Fuentes, Employee, Claimant, Respondent,

v.

Mays Contracting Company, LLC, Employer, and Builders Mutual Insurance Company,
Carrier, Appellants,

And

Jose M. Ortiz Mendoza DBA Ortiz Construction, Employer, and Riverport Insurance
Company, Carrier, Respondents.

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SC Court of Appeals

RECORD ON APPEAL

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DECISION AND ORDER
OF
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO.: 1508997

Armando Fuentes, Employee,

Claimant,

v.

Mays Contracting Company, LLC,
and Builders Mutual Insurance Company,

And

Jose M. Ortiz Mendoza DBA Ortiz
Construction and Riverport Insurance Company,

Defendants.

Hearing: Held in Columbia, South Carolina, on February 9, 2016.

Appearances: Claimant represented by Naert and DuBois, LLC, by
Joseph DuBois of Hilton Head, South Carolina.

Defendants Mays Contracting Company, LLC, and
Builders Mutual Insurance Company represented by
Holder, Padgett, Littlejohn & Prickett, LLC, by William
T.
Littlejohn of Charleston, South Carolina.

Defendant Riverport Insurance Company represented
by Horton, Drawdy, Ward, Mullinax & Farry, P.A., by
Michael A. Farry of Greenville, South Carolina.

Purpose of Hearing: To determine issues set forth on Forms 50 and 51.

Decision and Order: By: Aisha Taylor, Commissioner

Filed: June 1, 2016

STIPULATIONS

Counsel for the parties stipulated at the hearing to the following issues:

1. The purpose of this hearing is to determine the issues set forth in Forms 50 and 51, together with any other issues which may timely come before the Commission.
2. Notice of the hearing was timely and properly served upon all parties of interest.
3. Venue, set in Richland County, is proper.
4. Claimant's average weekly wage is \$500.00, resulting in a compensation rate of \$333.33.
5. Claimant seeks benefits under the South Carolina Workers' Compensation Act based upon an alleged injury by accident on June 30, 2015, while in the employ of Jose M. Ortiz Mendoza DBA Ortiz Construction which was a subcontractor of Mays Contracting Company, LLC, and therefore the South Carolina Workers' Compensation Commission has jurisdiction of this case.

APA SUBMISSIONS

Under the Administrative Procedures Act, the following records were submitted into evidence:

Submitted on Behalf of the Claimant

Page

1-19	Newberry County Memorial Hospital - Medical records from Claimant's injuries resulting from Claimant's work injury.

- 20-29 Palmetto Bone & Joint, PA – Medical records from Claimant's injuries resulting from Claimant's work injury.
- 30-31 Photos of Claimant's leg and foot after surgery was performed on ankle/leg.
- 32-65 09/16/2015 – Deposition of Armando Fuentes by W. Strat Stavrou.
- 66-81 09/26/2015 – Deposition of Thaddeus Everett Mays by Joseph DuBois.
- 82-85 10/26/2015 – Letter from Berkley Assigned Risk Services to Claimant regarding cancellation of workers' compensation insurance policy for Jose Mendoza effective 04/30/2015.

Submitted on behalf of Defendants Mays Contracting Company
And Builders Mutual Insurance Company

Exhibit		Page#
A	Companion Property and Casualty Notice of Non Renewal	86-89
B 96	Berkley Risk Services Underwriting Documents	90-
C	Email Correspondence	97
D	Deposition transcript of Jose Ortiz, 02/08/2016	98-106

Submitted on behalf of Defendant Riverport Insurance Company

APA#		
1	Notice of Cancellation of Workers' Compensation Policy, 4/15/15	1
2	Letter to Jose M. Ortiz Mendoza, 10/26/15	2 – 3

3 Copy of Underwriting File

4 -112

STATEMENT OF THE CASE

Counsel for Claimant, as the moving party, advised that Claimant was seeking compensation benefits based upon an injury by accident on June 30, 2015 when Claimant was working for Jose M. Ortiz Mendoza DBA Ortiz Construction. Counsel stated that Claimant was seeking temporary total compensation from the date of the accident and continuing and reimbursement for causally related medical expenses incurred to date. Claimant was also seeking medical treatment for Claimant's injuries causally related to the admitted accident of June 30, 2015 and that any determination as to disability was premature as Claimant had not reached Maximum Medical Improvement.

Counsel for Riverport Insurance Company advised that Riverport Insurance Company initially provided workers' compensation insurance coverage for Jose M. Ortiz Mendoza DBA Ortiz Construction. Riverport Insurance Company pursuant to instructions from NCCI effectively cancelled the workers' compensation coverage for Jose M. Ortiz Mendoza DBA Ortiz Construction with the effective cancellation date of April 30, 2015. Based upon the foregoing, counsel advised that Jose M. Ortiz Mendoza DBA Ortiz Construction did not have any workers' compensation insurance coverage at the time of the alleged injuries sustained by Claimant on June 30, 2015, and therefore Mays Contracting Company, LLC, as an upstream contractor, would have been a statutory employer of Claimant at the time of his accident on June 30, 2015.

Counsel for Mays Contracting, LLC, and Builders Mutual Insurance Company stated that Claimant was not an employee of Mays Contracting but rather an employee of Jose M. Ortiz Mendoza DBA Ortiz Construction. Counsel further advised that Jose Ortiz Mendoza DBA Ortiz Construction had an insurance policy with Riverport Insurance/Berkley Assigned Risk Services which had not been properly cancelled, and therefore Riverport Insurance Company remained on the risk at the time Claimant sustained his alleged injuries on June 30, 2015. Counsel stated that he was relying on the case of Crews vs. Crews, 699 SE2d 189 (S.C. App. 2010).

EVIDENCE OF THE CASE

Armando Fuentes testified that he was 28 years old and lived in Newberry, South Carolina. He stated he was married, with two children, and his wife and children lived in Mexico. Armando Fuentes testified that he had lived in South Carolina about a year and six months and he worked as a roofer, but was not able to work presently.

Armando Fuentes testified that he last worked for Jose Manuel Ortiz and was paid \$100.00 a day working from 7:00 in the morning until 8:00 or 9:00 at night. He said that he would remove roofing material and help with installing the new roof. Armando Fuentes stated that on June 30, 2015 he was hammering down the roof with another guy on the edge of the house when he slipped and fell off the roof onto the ground. He said he fell about 20 meters from the roof of a house in Newberry. Armando Fuentes said he was working for Jose Manuel Ortiz when he fell off the roof on June 30, 2015.

Armando Fuentes further testified that when he fell he injured his right ribs and right

foot. He stated that Jose Manuel Ortiz took him to the Newberry hospital with the assistance of another coworker. Armando Fuentes said that at the hospital he was given pills for pain and an injection. They also bandaged his foot and released him. He stated that about a month later he received a call to come back to the hospital and they operated on his left foot.

Armando Fuentes testified that he presently cannot return to work as he can hardly walk, and he uses crutches to get around. He also stated that on the day of his accident on June 30, 2015, Jose Manuel Ortiz took him to work after being picked up from his home.

Armando Fuentes further testified that he was instructed by Jose Manuel Ortiz to tell the doctors at the hospital that he was injured while walking. Armando Fuentes said he followed those instructions because he feared being deported.

After careful study and evaluation of the medical evidence, together with testimony presented as well as the evidence received pursuant to Administrative Procedures Act, and based upon the foregoing are the following:

FINDINGS OF FACT

1. The parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as Amended, with Jose M. Ortiz Mendoza DBA Ortiz Construction as Employer.
2. On June 30, 2015, Mays Contracting Company, LLC, subcontracted with Jose M. Ortiz Mendoza DBA Ortiz Construction to perform roofing work on a house in

Newberry, South Carolina (Deposition Testimony of Thaddeus Everett Mays, APA p. 66-79).

3. On June 30, 2015, Armando Fuentes was employed by Jose M. Ortiz Mendoza DBA Ortiz Construction at an average weekly wage of \$500.00, resulting in a compensation rate of \$333.33.

4. On June 30, 2015, Armando Fuentes sustained an injury by accident to his right foot, right leg, and ribs arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction.

5. Riverport Insurance Company initially provided workers' compensation insurance coverage to Jose M. Ortiz Mendoza DBA Ortiz Construction with an effective policy period from 1-11-15 to 1-11-16 (APA #3, p. 75).

6. On April 15, 2015, Riverport Insurance Company received notice from National Council Compensation Insurance (NCCI) that Jose M. Ortiz Mendoza had been identified as being ineligible for assigned risk coverage under the workers' compensation plan for the reason that Jose M. Ortiz Mendoza had an undisputed premium or other monetary obligation on a prior/current workers' compensation policy (APA#3, p. 96).

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7. On April 15, 2015, National Council Compensation Insurance (NCCI) instructed Riverport Insurance Company to initiate cancellation of the assigned risk policy (APA #3, p. 96).

8. Pursuant to notice and instructions from NCCI, Riverport Insurance Company on April 15, 2015 issued and sent to Jose M. Ortiz Mendoza DBA Ortiz Construction NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY with the

effective cancellation date of April 30, 2015 due to Employer being identified as having undisputed premium or other monetary obligation on a prior workers' compensation policy (APA #1, p. 1).

9. Defendants, Mays Contracting, LLC, and its Carrier, Builders Mutual Insurance Co. rely on the case of Crews vs. Crews, 390 S.C. 15, 699 S.E.2d 189 (Ct. App. 2010) to support their contention that Riverport Insurance Company failed to properly cancel the policy of insurance it provided to Jose M. Ortiz Mendoza DBA Ortiz Construction, and therefore Riverport Insurance Company remained on the risk as the Workers' Compensation Insurance Carrier for Jose M. Ortiz Mendoza DBA Ortiz Construction at the time of Armando Fuentes' accident on June 30, 2015.

10. I find Crews vs. Crews, *supra*, is distinguishable from the case before the Commission. Crews dealt with a subsequent policy written by the same carrier, which served as the basis for holding the carrier (Liberty Mutual) could not cancel either policy without giving Crews a reasonable opportunity to cure. In the present case before the Commission, Riverport Insurance did not have the ability to give Jose M. Ortiz Mendoza DBA Ortiz Construction an opportunity to cure any failure to cooperate with an audit report of a prior insurance carrier.

11. I further find Crews is distinguishable from the present case before the Commission based on the Court's reliance in Crews on the lack of "rules with this precise language in the record." In the present case before the Commission, there is evidence in the record with the precise language explaining the basis on which cancellation was made. See Notice from NCCI (National Council Compensation Insurance) to Riverport Insurance

Company dated April 15, 2015 (APA #3, p. 96) and Notice of Cancellation of Workers' Compensation Policy dated and sent to Jose M. Ortiz Mendoza DBA Ortiz Construction April 15, 2015 (APA# 1, p. 1).

12. Riverport Insurance Company properly cancelled the workers' compensation insurance policy insuring Jose M. Ortiz Mendoza DBA Ortiz Construction with the effective date of cancellation being April 30, 2015 and is therefore dismissed from this claim (APA #1, p. 1).

13. On June 30, 2015, Armando Fuentes was working for Jose M. Ortiz Mendoza DBA Ortiz Construction and on that date Jose M. Ortiz Mendoza DBA Ortiz Construction did not have any workers' compensation insurance coverage.

14. Based upon the analysis as set forth in the Findings of Fact above together with the preponderance of the evidence in the record, I find Builders Mutual Insurance Company, workers' compensation carrier for Mays Contracting Company, LLC, is the workers' compensation carrier liable for the workers' compensation benefits due Armando Fuentes as a result of compensable job injury he sustained June 30, 2015 while working for Jose M. Ortiz Mendoza DBA Ortiz Construction.

15. Builders Mutual Insurance Company as the liable workers' compensation insurance carrier shall pay for all causally related medical treatment to Claimant's right foot, right leg, and ribs.

16. Builders Mutual Insurance Company as the liable workers' compensation insurance carrier shall pay to Claimant temporary total disability benefits at the rate of \$333.33 per week from the date of accident of June 30, 2015 through the present and

continuing.

CONCLUSIONS OF LAW

Accordingly, as provided in Section 42-17-40, S.C. Code Ann., it is the determination of this Commissioner:

1. Under Section 42-17-160, Claimant sustained an injury by accident to his right foot, right leg, and ribs arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction.

2. Under Section 42-15-60, Claimant is entitled to receive medical treatment causally related to his injuries to his right foot, right leg, and ribs.

3. Under Section 42-9-260, Claimant shall receive temporary total compensation payments of \$333.33 per week from the date of accident of June 30, 2015 through the present and continuing.

4. Under Section 42-1-410, Builders Mutual Insurance Company, as the workers' compensation insurance carrier for the contractor, Mays Contracting Company, LLC, is the liable workers' compensation insurance carrier for the workers' compensation benefits due Armando Fuentes as a result of the injury by accident arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction on June 30, 2015.

ORDER

IT IS ORDERED that Builders Mutual Insurance Company shall pay to Armando

Fuentes temporary total compensation benefits at the rate of \$333.33 per week from June 30, 2015 through the present and continuing.

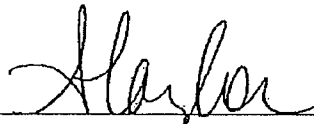
IT IS FURTHER ORDERED that Builders Mutual Insurance Company shall be responsible for all causally related medical treatment to Armando Fuentes' right foot, right leg, and ribs arising out of his compensable job injury on June 30, 2015.

IT IS FURTHER ORDERED that any determination as to permanency is premature as Armando Fuentes has not reached maximum medical improvement.

No hearing costs are assessed in this instance.

IT IS SO ORDERED.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION



Commissioner Aisha Taylor

CERTIFICATE OF SERVICE

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

WCC File No.: 1508997
Page 12

for the represented party(ies).

June 1, 2016

By: Renee Smith, Administrative Assistant to Commissioner Taylor

APPELLATE PANEL
DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 1508997

Armando Fuentes, Employee,

Claimant/Respondent,

-v-

Mays Contracting Company, LLC, Employer
and Builders Mutual Insurance Company, Carrier,

Defendants/Appellants,

And

Jose M. Ortiz Mendoza DBA Ortiz
Construction, Employer, and Riverport Insurance
Company, Carrier,

Defendants/Respondents.

Appellate Panel Review held in Columbia, South Carolina,
on September 19, 2016 per notices timely and properly
served on all parties of interest.

Appellate Panel Decision and Order filed
November 15th, 2016.

APPEARANCES:

Claimant/Respondent represented by Naert and DuBois, LLC,
by Joseph DuBois of Hilton Head, South Carolina.

Defendants/Appellants Mays Contracting Company, LLC
and Builders Mutual Insurance Company represented by
Holder, Padgett, Littlejohn & Prickett, LLC by
William T. Littlejohn of Charleston, South Carolina.

Defendant/Respondent Riverport Insurance Company
Represented by Horton Law Firm, P.A. by
Michael A. Farry, of Greenville, South Carolina.

STATEMENT OF CASE

The parties were heard by Commissioner Aisha Taylor on February 9, 2016. On June 1, 2016, Commissioner Taylor issued the following Order:

FINDINGS OF FACT

1. The parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as Amended, with Jose M. Ortiz Mendoza DBA Ortiz Construction as Employer.
2. On June 30, 2015, Mays Contracting Company, LLC, subcontracted with Jose M. Ortiz Mendoza DBA Ortiz Construction to perform roofing work on a house in Newberry, South Carolina (Deposition Testimony of Thaddeus Everett Mays, APA p. 66-79).
3. On June 30, 2015, Armando Fuentes was employed by Jose M. Ortiz Mendoza DBA Ortiz Construction at an average weekly wage of \$500.00, resulting in a compensation rate of \$333.33.
4. On June 30, 2015, Armando Fuentes sustained an injury by accident to his right foot, right leg, and ribs arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction.
5. Riverport Insurance Company initially provided workers' compensation insurance coverage to Jose M. Ortiz Mendoza DBA

Ortiz Construction with an effective policy period from 1-11-15 to 1-11-16 (APA #3, p. 75).

6. On April 15, 2015, Riverport Insurance Company received notice from National Council Compensation Insurance (NCCI) that Jose M. Ortiz Mendoza had been identified as being ineligible for assigned risk coverage under the workers' compensation plan for the reason that Jose M. Ortiz Mendoza had an undisputed premium or other monetary obligation on a prior/current workers' compensation policy (APA#3, p. 96).

7. On April 15, 2015, National Council Compensation Insurance (NCCI) instructed Riverport Insurance Company to initiate cancellation of the assigned risk policy (APA #3, p. 96).

8. Pursuant to notice and instructions from NCCI, Riverport Insurance Company on April 15, 2015 issued and sent to Jose M. Ortiz Mendoza DBA Ortiz Construction NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY with the effective cancellation date of April 30, 2015 due to Employer being identified as having undisputed premium or other monetary obligation on a prior workers' compensation policy (APA #1, p. 1).

9. Defendants, Mays Contracting, LLC, and its Carrier, Builders Mutual Insurance Co. rely on the case of Crews vs. Crews, 390 S.C. 15, 699 S.E.2d 189 (Ct. App. 2010) to support their contention that Riverport Insurance Company failed to properly cancel the policy of insurance it provided to Jose M. Ortiz Mendoza DBA Ortiz Construction, and therefore Riverport Insurance Company remained on the risk as the Workers' Compensation Insurance Carrier for Jose M. Ortiz Mendoza DBA Ortiz Construction at the time of Armando Fuentes' accident on June 30, 2015.

10. I find Crews vs. Crews, supra, is distinguishable from the case before the Commission. Crews dealt with a subsequent policy written by the same carrier, which served as the basis for holding the carrier (Liberty Mutual) could not cancel either policy without giving Crews a reasonable opportunity to cure. In the present case before the Commission, Riverport Insurance did not have the ability to give Jose M. Ortiz Mendoza DBA Ortiz Construction an opportunity to cure any failure to cooperate with an audit report of a prior insurance carrier.

11. I further find Crews is distinguishable from the present case before the Commission based on the Court's reliance in Crews on the lack of "rules with this precise language in the record." In the present case before the Commission, there is evidence in the record with the precise language explaining the basis on which cancellation was made. See Notice from NCCI (National Council Compensation Insurance) to Riverport Insurance Company dated April 15, 2015 (APA #3, p. 96) and Notice of Cancellation of Workers' Compensation Policy dated and sent to Jose M. Ortiz Mendoza DBA Ortiz Construction April 15, 2015 (APA# 1, p. 1).

12. Riverport Insurance Company properly cancelled the workers' compensation insurance policy insuring Jose M. Ortiz Mendoza DBA Ortiz Construction with the effective date of cancellation being April 30, 2015 and is therefore dismissed from this claim (APA #1, p. 1).

13. On June 30, 2015, Armando Fuentes was working for Jose M. Ortiz Mendoza DBA Ortiz Construction and on that date Jose M. Ortiz Mendoza DBA Ortiz Construction did not have any workers' compensation insurance coverage.

14. Based upon the analysis as set forth in the Findings of Fact above together with the preponderance of the evidence in the record, I find Builders Mutual Insurance Company, workers' compensation carrier for Mays Contracting Company, LLC, is the workers' compensation carrier liable for the workers' compensation benefits due Armando Fuentes as a result of compensable job injury he sustained June 30, 2015 while working for Jose M. Ortiz Mendoza DBA Ortiz Construction.

15. Builders Mutual Insurance Company as the liable workers' compensation insurance carrier shall pay for all causally related medical treatment to Claimant's right foot, right leg, and ribs.

16. Builders Mutual Insurance Company as the liable workers' compensation insurance carrier shall pay to Claimant temporary total disability benefits at the rate of \$333.33 per week from the date of accident of June 30, 2015 through the present and continuing.

CONCLUSIONS OF LAW

Accordingly, as provided in Section 42-17-40, S.C. Code Ann., it is the determination of this Commissioner:

1. Under Section 42-17-160, Claimant sustained an injury by accident to his right foot, right leg, and ribs arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction.

2. Under Section 42-15-60, Claimant is entitled to receive medical treatment causally related to his injuries to his right foot, right leg, and ribs.

3. Under Section 42-9-260, Claimant shall receive temporary total compensation payments of \$333.33 per week from the date of accident of June 30, 2015 through the present and continuing.

4. Under Section 42-1-410, Builders Mutual Insurance Company, as the workers' compensation insurance carrier for the contractor, Mays Contracting Company, LLC, is the liable workers' compensation insurance carrier for the workers' compensation benefits due Armando Fuentes as a result of the injury by accident arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction on June 30, 2015.

ORDER

IT IS ORDERED that Builders Mutual Insurance Company shall pay to Armando Fuentes temporary total compensation benefits at the rate of \$333.33 per week from June 30, 2015 through the present and continuing.

IT IS FURTHER ORDERED that Builders Mutual Insurance Company shall be responsible for all causally related medical treatment to Armando Fuentes' right foot, right leg, and ribs arising out of his compensable job injury on June 30, 2015.

IT IS FURTHER ORDERED that any determination as to permanency is premature as Armando Fuentes has not reached

maximum medical improvement.

No hearing costs are assessed in this instance.
IT IS SO ORDERED.

Within the statutory period, counsel for Defendants/Appellants Mays Contracting Company, LLC, and Builders Mutual Insurance Company filed Request for Commission Review (Form 30) setting forth grounds for review, copies of which were furnished to all interested parties prior to oral argument scheduled before the Appellate Panel of the Full Commission on September 19, 2016. Prior to oral argument, the Commission received Briefs filed by counsel for Armando Fuentes, Claimant/Respondent; Mays Contracting Company, LLC, and Builders Mutual Insurance Company, Defendants/Appellants; and Riverport Insurance Company, Defendant/Respondent. All proffered testimony has been taken. Such, together with all documentary evidence, has been delivered to individual members of the Appellate Panel of the Commission, along with the Briefs filed, and has since been under study and consideration.

By appeal, Defendants/Appellants, Mays Contracting Company, LLC, and Builders Mutual Insurance Company submit the following grounds for appeal:

1. Did the single Commissioner err in finding that *Crews v. Crews*, 390 S.C. 15, 669 S.E.2d 189 (Ct. App. 2010), was distinguishable from this claim, and therefore not controlling precedent, because *Crews* dealt with a subsequent policy written by the same carrier, which served as the basis for holding the carrier could not cancel either policy without giving *Crews* a reasonable opportunity to cure, and further finding that in the present case Defendant Riverport Insurance Company did not have the ability to give Jose M. Ortiz Mendoza d/b/a Ortiz Construction an opportunity to cure any failure to cooperate with an audit report of prior insurance Carrier? See FF #10. This is also an error of law.

2. Did the single Commissioner err in finding Crews as distinguishable from this claim based on the Court's reliance on the lack of "rules with precise language in the record," further finding there was evidence in the record with the precise language explaining the basis on which cancellation was made? See FF #11. This is also error of law.
3. Did the single Commissioner err in finding that Riverport Insurance Company properly canceled the workers' compensation insurance policy insuring Jose M. Ortiz Mendoza d/b/a Ortiz Construction with the effective date of cancellation being April 30, 2015, thereby dismissing Riverport Insurance Company from this claim? See FF #12. This is also an error of law.
4. Did the single Commissioner err in finding that on the date of accident, June 30, 2015, Jose M. Ortiz Mendoza d/b/a Ortiz Construction did not have any workers' compensation insurance coverage? See FF #13. This is also an error of law.
5. Did the single Commissioner err in finding that based upon the analysis set forth in the findings of fact and the preponderance of the evidence in the record, that Builders Mutual Insurance Company, workers' compensation carrier for Mays Contracting Company, LLC, is the workers' compensation carrier liable Armando Fuentes as a result of a compensable job injury sustained on June 30, 2015, while working for Jose M. Ortiz Mendoza d/b/a Ortiz Construction? See FF #14. This is also an error of law.
6. Did the single Commissioner err in finding Builders Mutual Insurance Company as the liable workers compensation insurance carrier and thereby responsible for paying all casually related medical treatment to claimant's right foot, right leg and ribs? See FF #15. This is also an error of law.
7. Did the single Commissioner err in finding Builders Mutual Insurance Company is the liable workers' compensation insurance carrier and thereby responsible for paying claimant temporary total disability benefits at the rate of \$333.33 per week from the date of accident of June 30, 2015, through present and continuing? See FF #16. This is also an error of law.
8. Did the single Commissioner err, in concluding as a matter of law, that under Section 42-1-410, Builders Mutual Insurance Company, as the workers' compensation insurance carrier, for the contractor, Mays Contracting Company, LLC, is the liable workers' compensation insurance carrier for the workers' compensation benefits due Armando Fuentes as a result of the injury by accident arising out of and in the course of his employment with

Jose M. Ortiz Mendoza d/b/a Ortiz Construction on June 30, 3015?
Conclusion of Law #4.

Pursuant to §42-17-50, S.C. Code Ann., we, the Appellate Panel, have reviewed Decision and Order, weighed the evidence as presented, and considered all grounds for appeal set forth in Defendants'/Appellants' Form 30. This Appellate Panel may make its own Findings of Fact and reach its own Conclusions of Law.

Defendants/Appellants rely upon the case of Crews v. Créws, 390 S.C. 15, 699 S.E.2d 189 (Ct. App. 2010), arguing that the facts before the Commission are similar to the facts in the Crews case. However, in Crews, the Court of Appeals simply held that the insurance carrier could not cancel an existing insurance policy due to the failure of the same insured to comply with reasonable audit requirements of a prior policy. In the case before the Commission, Defendant/Respondent Riverport Insurance Company received notice from the National Council Compensation Insurance (NCCI) that Defendant Jose M. Ortiz Mendoza had been identified as being ineligible for assigned risk coverage under the workers' compensation plan for the reason that Jose M. Ortiz Mendoza had undisputed premium or other monetary obligation on a prior/current workers' compensation policy. Defendant/Respondent Riverport Insurance Company was instructed to initiate cancellation of the assigned risk policy which Riverport Insurance Company properly did.

After careful review of this case before the Commission including Briefs by the respective parties as well as oral argument, the Appellate Panel of the SC Workers' Compensation Commission has determined by unanimous vote that all of the Hearing Commissioner's Findings of Fact and Conclusions of Law are correct as stated and

supported by the substantial evidence in the record. The Findings of Fact and Conclusions of Law by the Hearing Commissioner are adopted verbatim by this Appellate Panel. Therefore, based upon the foregoing, the Order of the Hearing Commissioner is affirmed.

ORDER

IT IS THEREFORE ORDERED that the Order by the Hearing Commissioner filed in the above captioned claim on June 1, 2016 is unanimously affirmed by the Appellate Panel and the same shall constitute the Decision and Order of this Appellate Panel as follows:

FINDINGS OF FACT

1. The parties to this proceeding are subject to and bound by the terms and provisions of the South Carolina Workers' Compensation Act, as Amended, with Jose M. Ortiz Mendoza DBA Ortiz Construction as Employer.

2. On June 30, 2015, Mays Contracting Company, LLC, subcontracted with Jose M. Ortiz Mendoza DBA Ortiz Construction to perform roofing work on a house in Newberry, South Carolina (Deposition Testimony of Thaddeus Everett Mays, APA p. 66-79).

3. On June 30, 2015, Armando Fuentes was employed by Jose M. Ortiz Mendoza DBA Ortiz Construction at an average weekly wage of \$500.00, resulting in a compensation rate of \$333.33.

4. On June 30, 2015, Armando Fuentes sustained an injury by accident to his right foot, right leg, and ribs arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction.

5. Riverport Insurance Company initially provided workers' compensation insurance coverage to Jose M. Ortiz Mendoza DBA Ortiz Construction with an effective policy period from 1-11-15 to 1-11-16 (APA #3, p. 75).

6. On April 15, 2015, Riverport Insurance Company received notice from National Council Compensation Insurance (NCCI) that Jose M. Ortiz Mendoza had been identified as being ineligible for assigned risk coverage under the workers' compensation plan for the reason that Jose M. Ortiz Mendoza had an undisputed premium or other monetary obligation on a prior/current workers' compensation policy (APA #3, p. 96).

7. On April 15, 2015, National Council Compensation Insurance (NCCI) instructed Riverport Insurance Company to initiate cancellation of the assigned risk policy (APA #3, p. 96).

8. Pursuant to notice and instructions from NCCI, Riverport Insurance Company, on April 15, 2015, issued and sent to Jose M. Ortiz Mendoza DBA Ortiz Construction NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY with the effective cancellation date of April 30, 2015 due to Employer being identified as having undisputed premium or other monetary obligation on a prior workers' compensation policy (APA #1, p. 1).

9. Defendants, Mays Contracting, LLC, and its Carrier, Builders Mutual Insurance Co. rely on the case of Crews vs. Crews, 390 S.C. 15, 699 S.E.2d 189 (Ct. App. 2010) to support their contention that Riverport Insurance Company failed to properly cancel the policy of insurance it provided to Jose M. Ortiz Mendoza DBA Ortiz

Construction, and therefore Riverport Insurance Company remained on the risk as the Workers' Compensation Insurance Carrier for Jose M. Ortiz Mendoza DBA Ortiz Construction at the time of Armando Fuentes' accident on June 30, 2015.

10. We find Crews vs. Crews, supra, is distinguishable from the case before the Commission. Crews dealt with a subsequent policy written by the same carrier, which served as the basis for holding the carrier (Liberty Mutual) could not cancel either policy without giving Crews a reasonable opportunity to cure. In the present case before the Commission, Riverport Insurance did not have the ability to give Jose M. Ortiz Mendoza DBA Ortiz Construction an opportunity to cure any failure to cooperate with an audit report of a prior insurance carrier.

11. We further find Crews is distinguishable from the present case before the Commission based on the Court's reliance in Crews on the lack of "rules with this precise language in the record." In the present case before the Commission, there is evidence in the record with the precise language explaining the basis on which cancellation was made.

See Notice from NCCI (National Council Compensation Insurance) to Riverport Insurance Company dated April 15, 2015 (APA #3, p. 96) and Notice of Cancellation of Workers' Compensation Policy dated and sent to Jose M. Ortiz Mendoza DBA Ortiz Construction April 15, 2015 (APA# 1, p. 1).

12. Riverport Insurance Company properly cancelled the workers' compensation insurance policy insuring Jose M. Ortiz Mendoza DBA Ortiz Construction with the effective date of cancellation being April 30, 2015 and is therefore dismissed from this claim (APA

#1, p. 1).

13. On June 30, 2015, Armando Fuentes was working for Jose M. Ortiz Mendoza DBA Ortiz Construction and on that date Jose M. Ortiz Mendoza DBA Ortiz Construction did not have any workers' compensation insurance coverage.

14. Based upon the analysis as set forth in the Findings of Fact above together with the preponderance of the evidence in the record, we find Builders Mutual Insurance Company, workers' compensation carrier for Mays Contracting Company, LLC, is the workers' compensation carrier liable for the workers' compensation benefits due Armando Fuentes as a result of compensable job injury he sustained June 30, 2015 while working for Jose M. Ortiz Mendoza DBA Ortiz Construction.

15. Builders Mutual Insurance Company as the liable workers' compensation insurance carrier shall pay for all causally related medical treatment to Claimant's right foot, right leg, and ribs.

16. Builders Mutual Insurance Company as the liable workers' compensation insurance carrier shall pay to Claimant temporary total disability benefits at the rate of \$333.33 per week from the date of accident of June 30, 2015 through the present and continuing.

CONCLUSIONS OF LAW

Accordingly, as provided in Section 42-17-40, S.C. Code Ann., it is the determination of this Commission:

1. Under Section 42-17-160, Claimant sustained an injury by accident to his right foot, right leg, and ribs arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction.

2. Under Section 42-15-60, Claimant is entitled to receive medical treatment causally related to his injuries to his right foot, right leg, and ribs.

3. Under Section 42-9-260, Claimant shall receive temporary total compensation payments of \$333.33 per week from the date of accident of June 30, 2015 through the present and continuing.

4. Under Section 42-1-410, Builders Mutual Insurance Company, as the workers' compensation insurance carrier for the contractor, Mays Contracting Company, LLC, is the liable workers' compensation insurance carrier for the workers' compensation benefits due Armando Fuentes as a result of the injury by accident arising out of and in the course of his employment with Jose M. Ortiz Mendoza DBA Ortiz Construction on June 30, 2015.

ORDER

IT IS ORDERED that Builders Mutual Insurance Company shall pay to Armando Fuentes temporary total compensation benefits at the rate of \$333.33 per week from June 30, 2015 through the present and continuing.

IT IS FURTHER ORDERED that Builders Mutual Insurance Company shall be responsible for all causally related medical treatment to Armando Fuentes' right foot, right

leg, and ribs arising out of his compensable job injury on June 30, 2015.

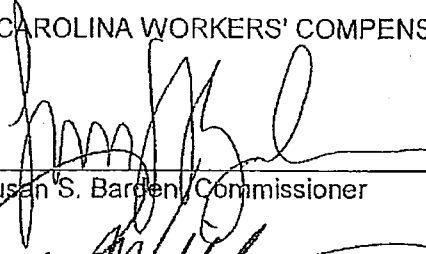
IT IS FURTHER ORDERED that any determination as to permanency is premature as Armando Fuentes has not reached maximum medical improvement.

No hearing costs are assessed in this instance.

IT IS SO ORDERED.

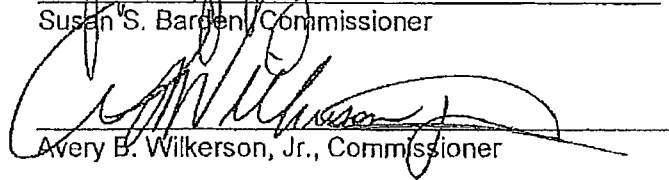
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

FULL AFFIRMATION

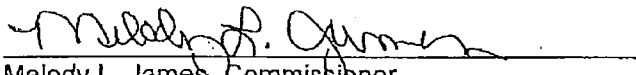


Susan S. Barden, Commissioner

CONCUR



Avery B. Wilkerson, Jr., Commissioner



Melody L. James, Commissioner

CERTIFICATE OF SERVICE

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

By Kim Falls on November 15, 2016

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



WCC File #: 1508997
Carrier File #: WCV001023697
Carrier Code #: 01062
Employer FEIN #: _____

Claimant's Name: Armando Fuentes SSN: 000-00-0000
Address: 1244 Kinard Street, Lot 22
City: Newberry State: SC Zip: 29108
Home Phone: (803) 271-9072 Work Phone: ()

Employer's Name: Gen Contr: Mays Contracting Co., LLC
Sub Contr: Jose M. Ortiz Mendoza d/b/a Ortiz Construction
Address: Gen Contr: 4715 Sunset Blvd., Ste. A
Sub Contr: 2026 Montgomery St.
City: Gen Contr: Lexington State: SC Zip: 29072
Sub Contr: Newberry SC 29108

Insurance Carrier: Gen Contr: Builders Mutual Insurance Company
Sub Contr: None

Preparer's Name: Zach Naert Law Firm: Naert & DuBols, LLC Preparer's Phone #: (843) 686-5500

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

Date of Injury or Illness: 6/30/2015

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

1. The claimant sustained an injury to his right foot, right leg, and ribs (Part(s) of Body Injured) on 6/30/2015 (Month/Day/Year) in Newberry county, state of South Carolina.
2. Body part(s) affected are: Claimant's right foot, right leg and ribs
Briefly describe how the accident occurred. Claimant was nailing roofing paper on the top of a structure when he fell off of the roof.
3. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
4. The relationship of employer and employee existed at the time of injury.
5. At the time of the injury the claimant was performing services arising out of and in the course of employment.
6. Notice of the accidental injury was given to the Employer on 6/30/2015 (Month/Day/Year) in the following manner:
Claimant's supervisor, Jose Martin Ortiz, was present when Claimant fell off of the roof and drove Claimant to the Emergency Room.

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

☒ (a) medical examination and treatment for: his right foot, right leg, and ribs.

☐ (b) additional medical examination and treatment for:

☒ 8. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:
6/30/2015 until such time as terminating the same is proper under the law

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

☐ (1) General Disability: ☐ Total ☐ Partial

☐ (2) Specific Disability: ☐ Total ☐ Partial

☐ (3) Wage Loss

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

☐ 10. Due to the injury, the Claimant has a serious bodily disfigurement consisting of:
N/A

10a. At the time of the injury, the Claimant was paid weekly wages of \$500.00, and demands accounting of days worked and wages earned as provided by law.

10b. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident:
N/A

11. Further grounds or unusual aspects of claim:

Subcontractor Jose M. Ortiz Mendoza d/b/a Ortiz Construction had coverage through Berkley; however, Berkley cancelled the policy on 4.30.15, approximately two months before the date of injury, such that, upon information and belief, Subcontractor Jose M. Ortiz Mendoza d/b/a Ortiz Construction was uninsured on the date of injury

11a. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
Newberry County Memorial Hospital, 2669 Kinard St., Newberry, SC 29108; Palmetto Bone & Joint, P.A., 2605 Kinard Street, Suite 105, Newberry, SC 29108

11b. To the best of your knowledge, did you have any prior permanent disability? No
If yes, describe: N/A

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

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

14. Estimated time needed for hearing: 2 hours

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

☐ Mediation

☐ a. Mediation is requested to be ordered pursuant to Reg. 67-1801 B.

☐ b. Mediation is required pursuant to Reg. 67-1802.

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

☐ d. Mediation has been conducted by a duly qualified mediator and resulted in an impasse.

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to (please see attached certificate of service)

Address _____ on the 27 day of October, 2015, by ☒ first class postage ☒ certified mail ☐ personal service.

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

Preparer's Signature	Attorney Title	zach@lowcountrylegal.com Email	10/27/2015 Date

Questions about the use of this form should be directed to the Claims Department at 803.737.5723. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615 as well as Reg. 67-1801.

WCC Form # 50
Revised 7/13

50

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

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



WCC File #: 1508997
Carrier File #: WCV001023697
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Armando Fuentes SSN: _____ Employer's Name: Mays Contracting Company, LLC
Address: 1244 Kinard Street, Lot 22 Address: 1728 Indian Land Drive
City: Newberry State: SC Zip: 29108 City: Newberry State: SC Zip: 29108
Home Phone: (803) 271-9072 Work Phone: _____ Insurance Carrier: Builders Mutual Insurance Company
Preparer's Name: W. Strat Stavrou Law Firm: Willson Jones Carter & Baxley, P.A. Preparer's Phone #: (803) 227-2895

Date of Injury or Illness: 6/30/2015

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

1. It is ☐ Admitted ☒ Denied the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
Defendants deny the claimant sustained an injury by accident arising out of and in the course of employment, pending investigation.
2. It is ☐ Admitted ☒ Denied both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
See No. 1.
3. It is ☐ Admitted ☒ Denied the relationship of employer and employee existed at the time in question. The reasons for denial are:
See No. 1. Also, Claimant was an employee of Ortiz Construction.
4. It is ☐ Admitted ☒ Denied at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
See No. 1 and No. 3.
5. It is ☐ Admitted ☒ Denied notice of injury was given the employer. The reasons for denial are:
See No. 1 and No. 3.
6. It is ☐ Admitted ☒ Denied the employee ☐ Needs ☒ Is Entitled to Additional medical care as a result of injury or illness. The reasons for denial are:
See No. 1 and No. 3.
7. It is ☐ Admitted ☒ Denied the employee is entitled to temporary total disability for the period(s) of :
See No. 1 and No. 3.
8. It is ☐ Admitted ☒ Denied the employee is permanently disabled. The reasons for denial are:
See No. 1 and No. 3.
9. It is ☐ Admitted ☒ Denied the employee has serious disfigurement
10. It is contended that an average weekly wage of \$ TBD applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
Defendants reserve the right to amend and to assert defenses as they become aware of them.

☐ Mediation

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

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify that I have served this document pursuant to R.67-212 by delivering a copy to: Michael Bennett, Esquire, 22 New Orleans Road, Suite 1, P.O. Box 7228 (29938), Hilton Head Island, SC 29928; Michael A. Farry, 307 Pettigru Street, Greenville, SC 29601 and Judicial Director, SC WCC, P.O. Box 1715, Columbia, SC 29202 on the 24th day of November, 2015 by ☒ first class mail ☐ personal service ☐ certified mail.
I verify the contents of this form are accurate and true to the best of my knowledge.

Preparer's Signature

Attorney for the Employer/Insurer
Title

wsstavrou@wilaw.net
Email

11/24/2015
Date

Certifier, Cindy Lamb

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

WCC Form # 51
Revised 07/13

51

Employer's Answer to Request for Hearing



WCC File #: 1508997
Carrier File #: _____
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: Armando Fuentes SSN: _____ Employer's Name: Mays Contracting/Ortiz Construction
Address: 1244 Klnard Street, Lot 22 Address: _____
City: Newberry State: SC Zip: 29108 City: _____ State: _____ Zip: _____
Home Phone: () - Work Phone: () - Insurance Carrier: Builders Mutual/SCUEF/Riverport Ins. Co.
Date of Injury: alleged 6/30/15
Preparer's Name: Michael A. Farry Law Firm: Horton Law Firm Preparer's Phone #: (864) 233-4351

Date of Injury or Illness: alleged 6/30/15

Estimated time for hearing: 1 hour

Complete each information blank. Clearly specify when contentions are admitted in part and denied in part. The Employer/Carrier in answer to the claim, respectfully shows:

1. It is ☐ Admitted ☒ Denied the employee sustained an injury on or about the date set forth in the Form 50. The reasons for denial are:
Riverport Insurance Company provided Notice of Cancellation of Workers' Compensation Policy to Jose M. Ortiz Mendoza DBA Ortiz Construction dated 4/15/15 with cancellation effective 4/30/15. See attached Notice of Cancellation
2. It is ☐ Admitted ☒ Denied both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
See paragraph 1.
3. It is ☐ Admitted ☒ Denied the relationship of employer and employee existed at the time in question. The reasons for denial are:
See paragraph 1.
4. It is ☐ Admitted ☒ Denied at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
See paragraph 1.
5. It is ☐ Admitted ☒ Denied notice of injury was given the employer. The reasons for denial are:
See paragraph 1.
6. It is ☐ Admitted ☒ Denied the employee ☐ Needs ☐ Is Entitled to Additional medical care as a result of injury or illness. The reasons for denial are:
See paragraph 1.
7. It is ☐ Admitted ☒ Denied the employee is entitled to temporary total disability for the period(s) of :
See paragraph 1.
8. It is ☐ Admitted ☒ Denied the employee is permanently disabled. The reasons for denial are:
See paragraph 1.
9. It is ☐ Admitted ☒ Denied the employee has serious disfigurement.
10. It is contended that an average weekly wage of \$ _____ applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
See paragraph 1. At the time of the alleged accident, Riverport Insurance Company had effectively canceled the workers' compensation policy. See attached Notice of Cancellation. Defendant reserves the right to amend this Form 51.

☐ Mediation

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

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

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

Preparer's Signature: [Signature] Attorney for Riverport Ins. Co. Title: _____ Email: mfarry@hortonlawfirm.net Date: 12/11/15

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

WCC Form # 51
Revised 07/13

51

Employer's Answer to Request for Hearing



Claimant's Name: Armando Fuentes SSN: _____ Employer's Name: Mays Contracting Company, LLC
Address: 1244 Kinard Street, Lot 22 Address: 1728 Indian Land Drive
City: Newberry State: SC Zip: 29108 City: Newberry State: SC Zip: 29108
Home Phone: (803) 271-9072 Work Phone: () - Insurance Carrier: Builders Mutual Insurance Company
Preparer's Name: William T. Littlejohn Law Firm: HPLP Preparer's Phone #: (843) 278-0488

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☐ Claimant ☒ Employer (check one) Date of Injury or Illness: 06/30/2015

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

1. Did the single Commissioner err in finding that *Crews v. Crews*, 390 S.C. 15, 699 S.E.2d 189 (Ct. App. 2010), was distinguishable from this claim, and therefore not controlling precedent, because *Crews* dealt with a subsequent policy written by the same carrier, which served as the basis for holding the carrier could not cancel either policy without giving *Crews* a reasonable opportunity to cure, and further finding that in the present case Defendant Riverport Insurance Company did not have the ability to give Jose M. Ortiz Mendoza d/b/a Ortiz Construction an opportunity to cure any failure to cooperate with an audit report of a prior insurance carrier? See FF #10. This is also an error of law
2. Did the single Commissioner err in finding *Crews* as distinguishable from this claim based on the Court's reliance on the lack of "rules with precise language in the record," further finding there was evidence in the record with the precise language explaining the basis on which cancellation was made? See FF #11. This is also an error of law.

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

☐ Mediation

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

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to Zach Naert, Esquire, Naert and Dubois, Post Office Box 7228, Hilton Head Island, SC 29938; Michael Farry, Esquire, Horton Law Firm, 307 Pettigru Street, Greenville, SC 29601; and Amy Bracy, Judicial Director, SCWCC, Post Office Box 1715, Columbia, SC 29202-1715 on the 9th day of June 2016, by X first class postage certified mail personal service.

Preparer's Signature _____ Title Esquire Email wtittlejohn@hplplaw.com Date 06/09/2016

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

Questions about the use of this form should be directed to the Judicial Department at 803.737.5675 or appeals@wcc.sc.gov.

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

ADDITIONAL PAGE TO FORM 30 of Mays Contracting Company, LLC, and Builders Mutual Insurance Company

3. Did the single Commissioner err in finding that Riverport Insurance Company properly canceled the workers' compensation insurance policy insuring José M. Ortiz Mendoza d/b/a Ortiz Construction with the effective date of cancellation being April 30, 2015, thereby dismissing Riverport Insurance Company from this claim? See FF #12. This is also an error of law.
4. Did the single Commissioner err in finding that on the date of accident, June 30, 2015, José M. Ortiz Mendoza d/b/a Ortiz Construction did not have any workers' compensation insurance coverage? See FF #13. This is also an error of law.
5. Did the single Commissioner err in finding that based upon the analysis set forth in the findings of fact and the preponderance of the evidence in the record, that Builders Mutual Insurance Company, workers' compensation carrier for Mays Contracting Company, LLC, is the workers compensation carrier liable Armando Fuentes as a result of a compensable job injury sustained on June 30, 2015, while working for José M. Ortiz Mendoza d/b/a Ortiz Construction? See FF #14. This is also an error of law.
6. Did the single Commissioner err in finding Builders Mutual Insurance Company as the liable workers compensation insurance carrier and thereby responsible for paying all causally related medical treatment to claimant's right foot, right leg and ribs? See FF #15. This is also an error of law.
7. Did the single Commissioner err in finding Builders Mutual Insurance Company is the liable workers' compensation insurance carrier and therefore responsible for paying claimant temporary total disability benefits at the rate of \$333.33 per week from the date of accident of June 30, 2015, through the present and continuing? See FF #16. This is also an error of law.
8. Did the single Commissioner err, in concluding as a matter of law, that under Section 42-1-410, Builders Mutual Insurance Company, as the workers' compensation insurance carrier for the contractor, Mays Contracting Company, LLC, is the liable workers' compensation insurance carrier for the workers' compensation benefits due Armando Fuentes as a result of the injury by accident arising out of and in the course of his employment with José M. Ortiz Mendoza d/b/a Ortiz Construction on June 30, 2015? Conclusion of Law #4.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE WORKERS' COMPENSATION COMMISSION

Full Commission Decision

Case No. 1508997

NOTICE OF APPEAL

Mays Contracting Company, LLC and Builders Mutual Insurance Company, Appellants, appeal the decision of the Full Commission dated November 15, 2016. Appellants received a copy of this decision on November 15, 2016. The issues on appeal are:

1. Whether the Commission, as a matter of law, erred in finding that *Crews v. Crews*, 390 S.C. 15, 699 S.E.2d 189 (Ct. App. 2010), was distinguishable from this claim, and therefore not controlling precedent on the issue of whether Riverport Insurance Company had to provide Jose M. Ortiz Mendoza d/b/a Ortiz Construction with an opportunity to cure before cancelling the company's policy for workers' compensation coverage under the Assigned Risk Plan.
2. Whether the Commission, as a matter of law, erred in failing to find that under *Crews v. Crews*, 390 S.C. 15, 699 S.E.2d 189 (Ct. App. 2010) and the Assigned Risk Plan rules, Riverport Insurance Company was required to provide Jose M. Ortiz Mendoza d/b/a Ortiz Construction with an opportunity to cure before cancelling the company's policy for workers' compensation coverage.
3. Whether the Commission, as a matter of law, erred in finding that Riverport Insurance Company did not have the ability to give Jose M. Ortiz Mendoza d/b/a Ortiz Construction an opportunity to cure prior to cancelling the company's policy for workers' compensation coverage under the Assigned Risk Plan.
4. Whether the Commission, as a matter of law, erred in finding *Crews* as distinguishable from this claim based on the Court of Appeal's reliance on the lack of "rules with precise language in the record," further finding there was evidence in the record for the present claim with the precise language explaining the basis on which cancellation was made.
5. Whether the Commission's finding *Crews* as distinguishable from this claim based on the Court of Appeal's reliance on the lack of "rules with precise language in the

record," further finding there was evidence in the record for the present claim with the precise language explaining the basis on which cancellation was made was supported by substantial evidence.

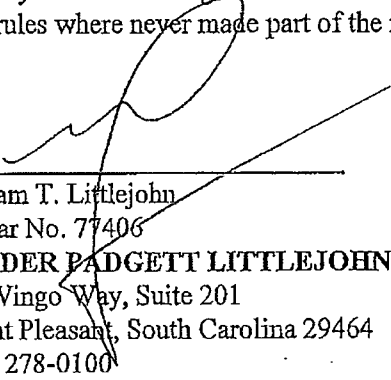
6. Whether the Commission, as a matter of law, erred in finding that a letter from NCCI to Riverport Insurance Company amounted to "rules with precise language in the record" within the meaning discussed in *Crews*, thereby providing the basis and/or authority for Riverport Insurance Company to cancel the workers' compensation insurance policy insuring José M. Ortiz Mendoza d/b/a Ortiz Construction.
7. Whether the Commission's finding that Riverport Insurance Company did not have the ability to give Jose M. Ortiz Mendoza d/b/a Ortiz Construction an opportunity to cure prior to cancelling the company's policy for workers' compensation coverage under the Assigned Risk Plan was supported by substantial evidence.
8. Whether the Commission, as a matter of law, erred in failing to find that Riverport Insurance Company did not properly follow the Assigned Risk Plan rules with respect to canceling the workers' compensation insurance policy insuring José M. Ortiz Mendoza d/b/a Ortiz Construction.
9. Whether the Commission, as a matter of law, erred in finding that Riverport Insurance Company properly canceled the workers' compensation insurance policy insuring José M. Ortiz Mendoza d/b/a Ortiz Construction with the effective date of cancellation being April 30, 2015, thereby dismissing Riverport Insurance Company from this claim.
10. Whether the Commission's finding that Riverport Insurance Company properly canceled the workers' compensation insurance policy insuring José M. Ortiz Mendoza d/b/a Ortiz Construction with the effective date of cancellation being April 30, 2015, thereby dismissing Riverport Insurance Company from this claim, was supported by substantial evidence.
11. Whether the Commission, as a matter of law, erred in finding that on the date of accident, June 30, 2015, José M. Ortiz Mendoza d/b/a Ortiz Construction did not have any workers' compensation insurance coverage.
12. Whether the Commission's finding that on the date of accident, June 30, 2015, José M. Ortiz Mendoza d/b/a Ortiz Construction did not have any workers' compensation insurance coverage was supported by substantial evidence.
13. Whether the Commission erred, as a matter of law, in finding that based upon the analysis set forth in its findings of fact and the preponderance of the evidence in the record, that Builders Mutual Insurance Company, workers' compensation carrier for Mays Contracting Company, LLC, is the liable workers' compensation insurance carrier for the workers' compensation benefits due Armando Fuentes as a result of

the injury by accident arising out of and in the course of his employment with José M. Ortiz Mendoza d/b/a Ortiz Construction on June 30, 2015?

14. Whether the Commission's finding, that based upon the analysis set forth in its findings of fact and the preponderance of the evidence in the record, that Builders Mutual Insurance Company, workers' compensation carrier for Mays Contracting Company, LLC, is the liable workers' compensation insurance carrier for the workers' compensation benefits due Armando Fuentes as a result of the injury by accident arising out of and in the course of his employment with José M. Ortiz Mendoza d/b/a Ortiz Construction on June 30, 2015, is supported by substantial evidence.

15. Whether the Commission, as a matter of law, erred in making a final decision regarding whether Riverport Insurance Company properly cancelled a workers' compensation insurance policy under the Assigned Risk Plan rules as discussed in *Crews* when the applicable rules were never made part of the record.

December 12, 2016



William T. Littlejohn

SC Bar No. 77406

HOLDER PADGETT LITTLEJOHN + PRICKETT

210 Wingo Way, Suite 201

Mount Pleasant, South Carolina 29464

(843) 278-0100

Attorney for Appellant

Other Counsel of Record:

Joseph DuBois, Esquire

Zach Naert, Esquire

Michael Bennett, Esquire

Post Office Box 7228

Hilton Head Island, SC 29938

Attorney for Respondent Armando Fuentes

Michael Farry, Esquire

307 Pettigru Street

Greenville, SC 29601

Attorney for Respondent Riverport Insurance

Other Parties of Record:

José M. Ortiz Mendoza d/b/a Ortiz Construction (via certified mail)

2026 Montgomery Street

Newberry, SC 29108

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE WORKERS' COMPENSATION COMMISSION

Full Commission Decision

Case No. 1508997

Armando Fuentes,

Employee, Claimant,
Respondent,

v.

Mays Contracting Company,
LLC,

Defendant, Employer,
Appellant,

Builders Mutual Ins. Co.,

Defendant, Carrier,
Appellant,

José M. Ortiz Mendoza d/b/a
Ortiz Construction,

Defendant, Employer,
Respondent,

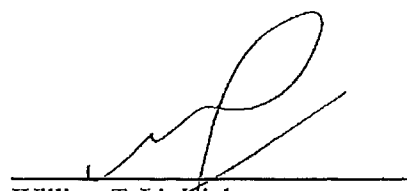
Riverport Ins. Co.,

Defendant, Carrier,
Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Armando Fuentes by depositing a copy of it in the United States Mail, postage prepaid, on December 12, 2016, addressed to his attorneys of record, Joseph DuBois, Zach Naert, and Michael Bennett, Post Office Box 7228, Hilton Head Island, South Carolina 29938, to Riverport Insurance Company by depositing a copy of it in the United States Mail, postage prepaid, on December 12, 2016, addressed to the attorney of record, Michael Farry, 307 Pettigru Street, Greenville, South Carolina 29601, to José M. Ortiz Mendoza d/b/a Ortiz Construction by depositing a copy of it in the United States Mail, via certified mail, postage prepaid, on December 12, 2016 addressed to 2026 Montgomery Street, Newberry, SC 29108, to the South Carolina Workers' Compensation Commission, by depositing a copy of it in the United States Mail, postage prepaid, on December 12, 2016, addressed to the Judicial Director, Amy Bracy, Post Office Box 1715, Columbia, South Carolina 29202-1715.

December 12, 2016



William T. Littlejohn

HOLDER PADGETT LITTLEJOHN + PRICKETT

210 Wingo Way, Suite 201

Mount Pleasant, South Carolina 29464

(843) 278-0100

Attorney for Appellant

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1508997

EMPLOYEE/CLAIMANT: ARMANDO FUENTES

EMPLOYER: MAYS CONTRACTING COMPANY, L.L.C.

CARRIER: BUILDERS MUTUAL INSURANCE COMPANY
AND RIVERPORT INSURANCE COMPANY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

PURSUANT TO NOTICE OF WORKERS' COMPENSATION
HEARING, THE WITHIN HEARING WAS TAKEN ON THE 9TH DAY OF
FEBRUARY, 2016, COMMENCING AT THE HOUR OF 2:11 P.M., IN
COLUMBIA, SOUTH CAROLINA, BEFORE THE HONORABLE AISHA TAYLOR,
ATTENDED BY COUNSEL AS FOLLOWS:

SHEILA SMALL
VERBATIM REPORTER

 COPY

JAN L. WHITWORTH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, S.C. 29376
864-494-2705

APPEARANCES

JOSEPH DUBOIS, ESQUIRE, OF THE FIRM
NAERT AND DUBOIS, L.L.C.
POST OFFICE BOX 7228
HILTON HEAD ISLAND, SOUTH CAROLINA 29938

ATTORNEY FOR THE CLAIMANT/EMPLOYEE,

WILLIAM T. LITTLEJOHN, ESQUIRE, OF THE FIRM
HOLDER, PADGETT, LITTLEJOHN & PRICKETT, L.L.C.
210 WINGO WAY
SUITE 201
MOUNT PLEASANT, SOUTH CAROLINA 29464

ATTORNEY FOR MAYS CONTRACTING COMPANY
AND BUILDERS MUTUAL INSURANCE COMPANY,

MICHAEL A. FARRY, ESQUIRE, OF THE FIRM
HORTON DRAWDY WARD MULLINAX & FARRY, P.A.
307 PETTIGRU STREET
GREENVILLE, SOUTH CAROLINA 29601

ATTORNEY FOR RIVERPORT INSURANCE COMPANY.

ALSO PRESENT: LUNA GAINER (INTERPRETER)

I N D E X

PAGE

ARMANDO FUENTES:

DIRECT EXAMINATION BY MR. DUBOIS.....	16
CROSS-EXAMINATION BY MR. FARRY.....	21
CROSS-EXAMINATION BY MR. LITTLEJOHN.....	25
RE-DIRECT EXAMINATION MY MR. DUBOIS.....	26
CERTIFICATE OF NOTARY PUBLIC.....	29

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

5 * * * * *

6 BY COMMISSIONER TAYLOR:

7 TODAY IS TUESDAY, FEBRUARY 9TH, 2016. WE ARE
8 HERE ON WORKERS' COMP FILE NUMBER 1508997. THIS IS
9 THE CLAIM OF MR. ARMANDO FUENTES WHO IS PRESENT HERE
10 TODAY AND REPRESENTED BY MR. DUBOIS. THE FIRST
11 EMPLOYER LISTED ON THE CLAIM IS THE UPSTREAM
12 CONTRACTOR MAYS CONTRACTING COMPANY, L.L.C. THE
13 CARRIER FOR MAYS CONTRACTING COMPANY IS BUILDERS
14 MUTUAL INSURANCE COMPANY. THE ATTORNEY FOR BOTH
15 MAYS AND BUILDERS MUTUAL IS MR. WILLIAM T.
16 LITTLEJOHN. THE SECOND LISTED EMPLOYER ON THE FILE
17 IS JOSE M. ORTIZ, DOING BUSINESS AS ORTIZ
18 CONSTRUCTION, AND THE CARRIER FOR MR. ORTIZ IS
19 RIVERPORT INSURANCE COMPANY. RIVERPORT INSURANCE
20 COMPANY IS REPRESENTED TODAY BY MR. MICHAEL FARRY.
21 I HAVE A ALLEGED DATE OF ACCIDENT OF JUNE 30TH,
22 2015. THE CLAIMANT ASSERTS AN AVERAGE WEEKLY WAGE
23 OF \$500, WHICH YIELDS A COMPENSATION RATE OF
24 \$333.35. WE ARE HERE TODAY ON THE CLAIMANT'S FORM
25 50 REQUEST FOR HEARING.

1 I WILL ALLOW THE PARTIES TO PUT DETAILED
2 POSITION STATEMENTS ON THE RECORD; HOWEVER, PRIOR TO
3 DOING SO, ARE THERE ANY OBJECTIONS TO APAs,
4 JURISDICTION, VENUE, OR ANY OTHER ITEMS? MR.
5 DUBOIS.

6 BY MR. DUBOIS:

7 NONE FROM THE CLAIMANT, YOUR HONOR.

8 BY COMMISSIONER TAYLOR:

9 MR. FARRY?

10 BY MR. FARRY:

11 NONE FROM RIVERPORT INSURANCE.

12 BY COMMISSIONER TAYLOR:

13 MR. LITTLEJOHN?

14 BY MR. LITTLEJOHN:

15 NONE, COMMISSIONER.

16 BY COMMISSIONER TAYLOR:

17 ALL RIGHT, THANK YOU. WITHOUT OBJECTION, THE
18 COMMISSION FILE BECOMES A PART OF THE RECORD WITH
19 THE EXCEPTION OF SELF-SERVING DECLARATIONS AND
20 UNSTIPULATED MEDICAL REPORTS.

21 MR. DUBOIS, YOUR POSITION STATEMENT, PLEASE,
22 SIR.

23 BY MR. DUBOIS:

24 THANK YOU, YOUR HONOR. THE CLAIMANT'S POSITION
25 IS THAT THE CLAIMANT, ARMANDO FUENTES, WAS, ON JUNE

1 30TH, 2015, AN EMPLOYEE OF ORTIZ CONSTRUCTION.
2 ORTIZ CONSTRUCTION WAS THAT DAY DOING A RESIDENTIAL
3 CONSTRUCTION JOB FOR CONTRACTOR MAYS CONTRACTING
4 COMPANY, L.L.C. DURING THAT JOB, DURING THAT DAY,
5 MR. FUENTES FELL OFF A ROOF AND SUSTAINED INJURIES
6 TO HIS BODY; THEREAFTER, RECEIVING TREATMENT AT THE
7 HOSPITAL. CLAIMANT'S POSITION IS THAT ALTHOUGH HE
8 WAS A DIRECT EMPLOYEE OF THE ORTIZ CONSTRUCTION
9 COMPANY, IN THE EVENT THAT ORTIZ CONSTRUCTION
10 COMPANY DOES NOT HAVE WORKERS' COMP COVERAGE, THAT
11 THE RESPONSIBLE EMPLOYER WOULD THEN BE MAYS
12 CONTRACTING COMPANY, AND MAYS WOULD BE RESPONSIBLE
13 FOR THE TREATMENT AND BENEFITS UNDER THE ACT.

14 BY COMMISSIONER TAYLOR:

15 OKAY, THANK YOU. MR. FARRY.

16 BY MR. FARRY:

17 YES, MAY IT PLEASE THIS COMMISSION. I
18 REPRESENT RIVERPORT INSURANCE COMPANY ONLY IN ITS
19 POSITION OF RIVERPORT THAT AT THE TIME OF THIS
20 ALLEGED ACCIDENT OF JUNE 30, 2015, RIVERPORT DID NOT
21 INSURE ORTIZ CONSTRUCTION, JOSE ORTIZ, DOING
22 BUSINESS AS ORTIZ CONSTRUCTION; THEREFORE, ORTIZ
23 CONSTRUCTION HAD A POLICY WITH COMPANION. THE
24 NOTICE OF NON-RENEWAL WAS SENT TO COMPANION AT APA
25 PAGE 86. SUBSEQUENT, THEREAFTER, AFTER FINAL AUDIT,

1 APA PAGE 88, IT WAS DETERMINED THAT ORTIZ
2 CONSTRUCTION OWED COMPANION ADDITIONAL PREMIUM
3 DOLLARS OF \$6,531. RATHER THAN PAY THAT, MR. ORTIZ
4 APPARENTLY WENT TO A RIVERPORT INSURANCE AGENT,
5 BOUND COVERAGE EFFECTIVE JANUARY 11, 2015, THROUGH
6 JANUARY 11, 2016, THROUGH RIVERPORT. ON FEBRUARY
7 19, 2015, RIVERPORT ISSUED A NOTICE OF CANCELLATION
8 OF WORKERS' COMPENSATION POLICY FOR NONCOMPLIANCE BY
9 ORTIZ IN FAILURE TO RETURN AN UNDERWRITING
10 EVALUATION IN LETTERS AND DOCUMENTS. THAT'S FOUND
11 IN APA PAGE 91. THEREAFTER, ORTIZ DID COMPLY WITH
12 THAT REQUEST, AND ON MARCH 26, 2015, BERKLEY,
13 RIVERPORT INSURANCE, ISSUED NOTICE OF REINSTATEMENT
14 EFFECTIVE MARCH 26, 2015. RIVERPORT THEN RECEIVES
15 NOTICE FROM N.C.C.I. THAT ORTIZ HAS BEEN IDENTIFIED
16 AS HAVING UNDISPUTED PREMIUM DOLLARS OWED ON A PRIOR
17 WORKERS' COMPENSATION POLICY, AND N.C.C.I. INSTRUCTS
18 RIVERPORT TO CANCEL THE POLICY ISSUED. RIVERPORT
19 ISSUED A NOTICE OF CANCELLATION ON THE DATE OF APRIL
20 15, 2015, AND SENT THAT TO MR. ORTIZ ADVISING THAT
21 HIS POLICY WOULD BE CANCELLED EFFECTIVE APRIL 30,
22 2015. AS NOTED IN THE DEPOSITION OF MR. ORTIZ, HE
23 DID ACKNOWLEDGE A RECEIPT OF THE CANCELLATION NOTICE
24 AND DID SIGN A CERTIFIED RECEIPT LETTER AS IS FOUND
25 AT APA NUMBER THREE, PAGE NINETY-SEVEN. THE

1. RIVERPORT INSURANCE COMPANY THEN UNDERTOOK NUMEROUS
2. EFFORTS TO CONTACT MR. ORTIZ TO GET THE ADDITIONAL
3. DOCUMENTATION CLEARED UP IN ORDER TO REISSUE THE
4. POLICY. THAT'S FOUND AT APA PAGE 96 AND APA PAGE
5. 98. AS TO WHAT EFFORTS WERE UNDERTAKEN BY
6. RIVERPORT, SOME SIX OR SEVEN DIFFERENT ATTEMPTS WERE
7. MADE. MR. ORTIZ ACKNOWLEDGED IN HIS DEPOSITION
8. YESTERDAY THAT THE ADDRESS USED BY RIVERPORT WAS HIS
9. CORRECT AND CURRENT ADDRESS THEN AND NOW, AND THAT
10. THE CELL NUMBER USED BY RIVERPORT WAS HIS THEN AND
11. NOW CURRENT CELL NUMBER. ON JUNE 24, 2015,
12. RIVERPORT ISSUED AN AUDIT CLOSEOUT LETTER AT APA
13. PAGE 99 ACKNOWLEDGING THAT MR. ORTIZ HAD FAILED TO
14. COOPERATE WITH THE REQUEST FOR ADDITIONAL
15. DOCUMENTATION, AND SO, RIVERPORT WAS UNABLE TO
16. DETERMINE WHAT/IF ANY ADDITIONAL PREMIUM DOLLARS
17. WERE OWED, AND WHAT/IF ANY MONIES MIGHT HAVE BEEN
18. REFUNDED, WHICH THEY DO NOT BELIEVE WOULD HAVE BEEN
19. ANY. THERE HAS BEEN A CASE SUBMITTED BY THE
20. ATTORNEY FOR THE CARRIER FOR THE GENERAL CONTRACTOR
21. MAINTAINING THAT THAT CASE IS NOT AUTHORITY FOR
22. CONTINUING TO HAVE RIVERPORT ON THE RISK AFTER THEY
23. PROPERLY TERMINATED COVERAGE, AND IT'S INTERESTING
24. TO NOTE THAT ONE OF THE GROUNDS FOR TERMINATION OF
25. POLICY IS WHEN THE EMPLOYER, THAT WOULD BE ORTIZ,

1 REFUSES TO DISCLOSE TO THE ASSIGNED CARRIER THE FULL
2 NATURE AND SCOPE OF THE ASSIGNED CARRIER'S EXPOSURE.
3 THAT'S EXACTLY WHAT HAPPENED IN THIS CASE WHEN ORTIZ
4 HAD ADDITIONAL PREMIUMS OWED WHEN HE INITIALLY SAID
5 HE HAD A LIMITED NUMBER OF EMPLOYEES, AND THEN UPON
6 AUDIT, ADDITIONAL PREMIUM DOLLARS, 6,531 WAS OWED,
7 RATHER THAN PAY THAT AND RENEW HIS POLICY, HE GOES
8 AND BUYS ANOTHER POLICY. AGAIN, TELLS HIM "I'VE
9 ONLY GOT A MINIMUM OF EMPLOYEES, \$1250, MINIMUM
10 AMOUNT PAID." SO HE NEVER EXPLAINED TO RIVERPORT
11 WHAT THE TRUE RISKS ON THE COVERAGE WOULD HAVE BEEN;
12 HENCE THE REASON HE DIDN'T COMPLY WITH ANY OF THE
13 AUDIT REQUESTS ONCE THE POLICY WAS PROPERLY
14 TERMINATED. SO WE WOULD MAINTAIN THAT AT THE TIME
15 OF THE ALLEGED ACCIDENT RIVERPORT HAD EFFECTIVELY
16 CANCELED THE POLICY AND WAS NOT ON THE RISK FOR MR.
17 ORTIZ OR HIS CONSTRUCTION COMPANY AT THAT TIME.

18 BY COMMISSIONER TAYLOR:

19 ALL RIGHT, THANK YOU. MR. LITTLEJOHN.

20 BY MR. LITTLEJOHN:

21 THANK YOU, COMMISSIONER. I REPRESENT MAYS
22 CONTRACTING AND BUILDERS MUTUAL. IT'S OUR POSITION
23 THAT RIVERPORT INVALIDLY CANCELLED A POLICY THAT
24 COVERED THE PERIOD FROM JANUARY 11TH, 2015, THROUGH
25 JANUARY 11TH, 2016, WHICH WOULD HAVE INCLUDED THE

1 DATE OF ACCIDENT, APRIL 30TH, 2015. WE DO RELY ON
2 CREWS V. CREWS IN ASSERTING THIS POSITION, AND THERE
3 ARE MULTIPLE GROUNDS UNDER THAT CASE THAT DO
4 INDICATE HE CANNOT CANCEL AN ASSIGNED RISK POLICY,
5 AND IT'S IMPORTANT THAT WE'RE TALKING ABOUT ASSIGNED
6 RISK POLICIES, BUT YOU CAN'T CANCEL AN ASSIGNED RISK
7 POLICY BASED ON ACTIVITIES THAT OCCURRED ON A PRIOR
8 POLICY. NOTHING IN THAT CASE DISTINGUISHES WHETHER
9 IT COULD BE THE SAME CARRIER OR DIFFERENT CARRIERS;
10 IT'S JUST, YOU CAN'T CANCEL ONE POLICY FOR
11 ACTIVITIES ON ANOTHER ONE. THE CASE DOES IN IT
12 WRITE FIVE GROUNDS UPON WHICH YOU CAN CANCEL A
13 POLICY. NONE OF THOSE GROUNDS ARE APPLICABLE TO THE
14 SPECIFIC EVENTS OF THIS CASE. IN THIS CASE, THE
15 NOTICE OF CANCELLATION FROM RIVERPORT STATED
16 "NONCOMPLIANCE UNDERWRITING REQUIREMENTS EMPLOYER
17 IDENTIFIED AS HAVING AN UNDISPUTED PREMIUM OR OTHER
18 MONETARY OBLIGATION ON A PRIOR WORKERS' COMPENSATION
19 POLICY." THOSE GROUNDS ARE NOT LISTED AS A GROUNDS
20 FOR CANCELLATION, AND AS FAR AS THE EVENTS THAT
21 COUNSEL FOR RIVERPORT POINTS OUT TO AS AUDITING
22 EFFORTS TO COMMUNICATE WITH THE INSURED, THOSE
23 EVENTS DIDN'T HAPPEN UNTIL AFTER CANCELLATION, UNTIL
24 MIDDLE OF MAY 2015 WHEN THEY SAID, "THE POLICY WAS
25 CANCELED EFFECTIVE APRIL 30, 2015." SO THEY WEREN'T

1 WORKING WITH HIM TO CURE THE DEFICIENCY. MAYBE THEY
2 WERE TRYING TO GET SOME MONEY, BUT THEY WEREN'T
3 TRYING TO CURE THE DEFICIENCY. ASSIGNED RISKS, WHEN
4 A CARRIER GETS INVOLVED IN THE ASSIGNED RISKS POOL,
5 IT'S BECAUSE THEY WANT TO. IT'S BECAUSE THEY
6 APPLIED TO, AND THEN ONCE YOU'RE IN IT, YOU GOT TO
7 STRICTLY COMPLY WITH THE PLAN. THAT HAS NOT
8 OCCURRED. ONE OF THE FIVE GROUNDS LISTED IS NOT
9 FAILURE TO -- OR THAT YOU HAVE AN UNDISPUTED PREMIUM
10 ON A PRIOR MONETARY OBLIGATION.

11 ADDITIONALLY, AN ASSIGNED RISK CARRIER HAS TO
12 ASSIST AND BE FLEXIBLE WHEN THEY'VE WORKED WITH AN
13 INSURED, AND THERE'S NO EVIDENCE THAT THEY WERE
14 ASSISTING OR FLEXIBLE. IF ANYTHING, THEY WERE
15 SHOWING COMMUNICATION AFTER THEY SAID THE POLICY HAD
16 BEEN CANCELLED.

17 FINALLY, AS FAR AS GROUNDS, YOU KNOW, I DO
18 ASSERT, IF YOU KEEP THE MONEY, YOU KEEP THE RISK
19 UNDER THESE CIRCUMSTANCES. BUT I'D ALSO LIKE TO
20 POINT OUT, N.C.C.I. IS MERELY AN ADVISORY ENTITY;
21 THEY DID DIRECT RIVERPORT TO CANCEL THE POLICY.
22 IT'S CLEAR IN THE RECORD; HOWEVER, IN CREWS,
23 N.C.C.I. TOLD THE CARRIER TO CANCEL, TO CANCEL THAT
24 POLICY, AND THEN, THE COURT OF APPEALS SAID, "NO,
25 NO, NO. THAT POLICY CANCELLATION WAS INVALID."

1 HERE, JUST BECAUSE N.C.C.I. SAYS TO CANCEL A POLICY,
2 DOESN'T MEAN IT'S LAW. THEY'RE AN ADVISORY ENTITY,
3 NOT A, YOU KNOW, AN ADJUDICATING BODY OR SOURCE OF
4 LAW AND DECISION MAKING. THAT'S THE PURPOSE OF THE
5 COMMISSION.

6 FINALLY, IF YOU ARE GOING TO CANCEL, AND THERE
7 ARE INSTANCES IF YOU TOOK AS FACT THAT RIVERPORT
8 REACHED OUT TO MR. ORTIZ, YOU'RE GOING TO CANCEL
9 UNDER 67-4-05, YOU NEED TO STATE THE SPECIFIC
10 GROUNDS YOU'RE CANCELLING FOR. YOU CAN'T JUST
11 RETROACTIVELY SAY "OH, WELL, THERE ARE OTHER GROUNDS
12 WE'RE CANCELLING FOR TOO." YOU NEED TO PUT AN
13 INSURED ON NOTICE WHY YOU'RE CANCELLING THEM, AND
14 THAT'S THE REQUIREMENTS OF OUR REGULATIONS.

15 BY COMMISSIONER TAYLOR:

16 OKAY, WILL YOU PLEASE ADDRESS THE ISSUE OF
17 WHETHER CREWS CAN BE DISTINGUISHED, BECAUSE IT
18 RELATED TO TWO POLICIES UNDER THE SAME CARRIER.

19 BY MR. LITTLEJOHN:

20 I CAN, AND THE COURT OF APPEALS MADE NO
21 DISTINCTION. SPECIFICALLY, THE COURT SAYS "OUR
22 HOLDING IS BASED SOLELY ON OUR DETERMINATION THAT
23 LIBERTY MUTUAL COULD NOT CANCEL CREWS' CURRENT
24 POLICY BECAUSE OF AUDITING DIFFICULTIES WITH HIS
25 PRIOR POLICY, AND THAT LIBERTY MUTUAL COULD NOT

1 CANCEL HIS POLICY WITHOUT GIVING CREWS A REASONABLE
2 OPPORTUNITY TO CURE. I MEAN, THE COURT CLEARLY
3 COULD HAVE STATED THAT THEY WOULD LIMIT THAT TO WHEN
4 A CARRIER HAS A PRIOR POLICY; THAT'S NOT WHAT'S
5 STATED HERE. I MEAN, AGAIN, IT'S ALSO A VOLUNTARY -
6 - IT'S ASSIGNED RISK POOL; YOU DON'T GET TO PICK WHO
7 YOU'RE GOING TO COVER. YOU ARE ASSIGNED THIS POLICY
8 BY N.C.C.I. RIVERPORT WAS ASSIGNED THE POLICY. SO
9 I DON'T REALLY SEE A DISTINCTION. ACTUALLY, I THINK
10 IT ACTUALLY MAKES THIS CASE EVEN WORSE THAN IF IT
11 WAS A DIFFERENT CARRIER. YOU'RE CANCELLING FOR
12 SOMETHING THAT HAPPENED ON A COMPLETELY DIFFERENT
13 POLICY, COMPLETELY DIFFERENT CARRIER. WHEN IT WAS
14 EVEN THE SAME CARRIER, THE COURT OF APPEALS WAS LIKE
15 "NO, YOU CAN'T CANCEL THAT POLICY. YOU NEED TO
16 FOLLOW THE SPECIFIC GROUNDS OF THE ASSIGNED RISK
17 PLAN."

18 BY COMMISSIONER TAYLOR:

19 ALL RIGHT, ANY OTHER ARGUMENTS FOR THE RECORD?

20 BY MR. FARRY:

21 YES, MA'AM. I WOULD MAINTAIN IT IS A
22 DISTINCTION WITH A DIFFERENCE WHEN IT IS A DIFFERENT
23 CARRIER VERSES THE SAME CARRIER. OBVIOUSLY, YOU'RE
24 IN CONTROL IF YOU'RE THE CARRIER. WHAT HAPPENED IN
25 THIS CASE IS VERY DISTINGUISHABLE IN THAT N.C.C.I.

1 SENT INSTRUCTIONS TO RIVERPORT TO CANCEL THE POLICY.
2 EVEN IN CREWS, THE COURT SAID, "ALTHOUGH THIEL
3 ASSERTED THE PLAN RULES IN THAT N.C.C.I. MANUAL
4 REQUIRE LIBERTY MUTUAL TO CANCEL ANY CURRENT POLICY
5 DUE TO NONCOMPLIANCE WITH AN AUDIT REQUEST FOR A
6 PRIOR POLICY, WE FIND NO RULES WITH THIS PRECISE
7 LANGUAGE IN THE RECORD." WHAT WE HAVE IN THIS CASE
8 IS WE'VE GOT PRECISE LANGUAGE FROM N.C.C.I. THAT
9 SAYS "CANCEL IT, RIVERPORT," AND THAT'S WHAT
10 RIVERPORT DID. AND THAT'S A REAL DISTINCTION WITH A
11 REAL DIFFERENCE, AND CREWS IS NOT GOOD LAW IN THIS
12 CASE THAT SAYS RIVERPORT IS ON THE RISK.

13 BY MR. LITTLEJOHN:

14 CAN I JUST HAVE ONE QUICK...?

15 BY COMMISSIONER TAYLOR:

16 SURE.

17 BY MR. LITTLEJOHN:

18 NOTICE OF CANCELLATION, IT'S NOT A RULE, IT
19 STATES "WE FOUND NO RULES WITH THIS PRECISE LANGUAGE
20 IN THE RECORD WHERE YOU COULD CURRENT A CURRENT
21 POLICY DUE TO NONCOMPLIANCE WITH AN AUDIT REQUEST."
22 IT'S SAYING THERE'S NO RULE THAT YOU CAN CANCEL IT,
23 NOT THAT THEY WEREN'T NOTIFIED THAT YOU COULDN'T
24 CANCEL IT. THE ASSIGNED RISK PLAN HAS CERTAIN RULES
25 TO FOLLOW. THEY DIDN'T FOLLOW THE RULE. THANK YOU.

1 BY COMMISSIONER TAYLOR:

2 ALL RIGHT, THANK YOU. ALL RIGHT, VERY GOOD.

3 MADAM COURT REPORTER, WILL YOU PLEASE FIRST SWEAR
4 MADAM INTERPRETER.

5 BY THE COURT REPORTER:

6 OKAY, RAISE YOUR RIGHT HAND, PLEASE.

7 * * * * *

8 THE INTERPRETER WAS SWORN TO GIVE A TRUE,
9 ACCURATE, AND IMPARTIAL INTERPRETATION TO THE BEST
10 OF HER ABILITY.

11 LUNA GAINER,

12 BEING FIRST DULY SWORN, INTERPRETED ON HER OATH AS
13 FOLLOWS:

14 BY COMMISSIONER TAYLOR:

15 AND NOW, WILL YOU PLEASE SWEAR THE CLAIMANT.

16 BY THE COURT REPORTER:

17 DO YOU MIND RAISING YOUR RIGHT HAND.

18 * * * * *

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

22 ARMANDO PEREZ ARMANDOS,

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

25 BY COMMISSIONER TAYLOR:

1 OKAY, MR. DUBOIS.

2 BY MR. DUBOIS:

3 THANK YOU. YOUR HONOR, MAY I STAY SEATED FOR
4 THE EXAMINATION?

5 BY COMMISSIONER TAYLOR:

6 SURE, NO PROBLEM.

7 DIRECT EXAMINATION BY MR. DUBOIS:

8 Q. ARMANDO, GOOD AFTERNOON.

9 A. GOOD AFTERNOON.

10 Q. I'D LIKE TO BEGIN BY A LITTLE BIT OF BACKGROUND
11 ABOUT YOU. CAN YOU TELL US YOUR FULL NAME AND WHERE
12 YOU LIVE.

13 BY THE INTERPRETER:

14 THE INTERPRETER IS GOING TO ASK FOR A
15 CLARIFICATION.

16 THE WITNESS ANSWERS:

17 A. MY NAME IS ARMANDO FUENTES PEREZ, AND I LIVE IN
18 NEWBERRY, KINNER STREET, LOT 12.

19 DIRECT EXAMINATION RESUMED BY MR. DUBOIS:

20 Q. HOW OLD ARE YOU, SIR?

21 A. TWENTY-EIGHT YEARS OLD.

22 Q. TELL US ABOUT YOUR FAMILY.

23 A. I HAVE TWO CHILDREN AND MY WIFE, AND THEY ONLY
24 DEPEND ON ME.

25 Q. DO THEY LIVE WITH YOU IN NEWBERRY?

1 A. THEY LIVE IN MEXICO.

2 Q. HOW LONG HAVE YOU BEEN A RESIDENT OF SOUTH CAROLINA?

3 A. I'VE BEEN HERE ABOUT A YEAR AND SIX MONTHS.

4 Q. WHAT DO YOU DO FOR A LIVING?

5 A. RIGHT NOW, NOTHING. IN THE PAST, I WAS WORKING IN
6 ROOFING, BUT RIGHT NOW I CANNOT WORK.

7 Q. LET'S TALK ABOUT THE ROOFING. FOR WHICH COMPANY DID
8 YOU DO ROOFING?

9 A. FOR JOSE MANUEL ORTIZ.

10 Q. WHEN YOU WORKED FOR MR. ORTIZ, WHAT WAS THE
11 ARRANGEMENT; HOW MUCH SALARY WERE YOU...?

12 A. HE WAS GIVING ME A HUNDRED DOLLARS A DAY, AND WE
13 WOULD START AT SEVEN IN THE MORNING AND LEAVE AT
14 EIGHT OF NINE -- NINE AT NIGHT.

15 Q. DID YOU HAVE A JOB TITLE?

16 A. NO.

17 Q. WHAT TYPE OF JOB DUTIES DID YOU HAVE FOR ORTIZ?

18 A. I WOULD REMOVE THE ROOFING WITH OTHER PEOPLE. I
19 WOULD HELP WITH THROWING OUT THE TRASH, HELPING THE
20 NEW ONE.

21 BY THE INTERPRETER:

22 THE INTERPRETER IS GOING TO ASK FOR A
23 CLARIFICATION.

24 THE WITNESS RESUMES ANSWER:

25 A. I WOULD BRING UP THE PACKAGES OF THE ROOFING.

1 BY THE INTERPRETER:

2 THE BUNDLES?

3 THE WITNESS RESUMES ANSWER:

4 A. YES, THE BUNDLES OF ROOFING. I WOULD SPREAD AROUND
5 TO THE PEOPLE, AND THEN I WOULD PUT MY PACK --
6 BACKPACK ON AND -- AND WOULD START PLACING IT AND
7 HAMMERING IT WITH THE REST OF THE PEOPLE.

8 DIRECT EXAMINATION RESUMED BY MR. DUBOIS:

9 Q. CAN YOU TELL US ABOUT THE EVENTS OF JUNE 30TH, 2015.

10 A. THE EVENTS OF -- WHAT DAY ARE YOU TALKING ABOUT?

11 Q. JUNE 30TH, 2015. AND MAYBE THE BEST WAY TO DO IT
12 WOULD BE TO START FROM THE VERY BEGINNING OF THE
13 MORNING.

14 A. OH, YES, THE DAY THAT I WENT TO WORK, WE WERE
15 HAMMERING DOWN THE ROOF. I WAS HAMMERING DOWN WITH
16 ANOTHER GUY ON THE EDGE OF THE HOUSE. I WAS DOING
17 THE PAPER OF THE ROOFING, AND AS I WAS HAMMERING, I
18 SLIPPED AND FELL ON THE GROUND.

19 Q. HOW FAR DID YOU FALL?

20 A. MORE OR LESS ABOUT SOME 20 METERS OF HEIGHT.

21 Q. CAN YOU DESCRIBE FOR US WHERE THE JOBSITE WAS THAT
22 DAY?

23 A. IN NEWBERRY.

24 Q. WAS IT A COMMERCIAL JOB OR A RESIDENTIAL JOB?

25 A. NO, IT WAS A HOUSE THAT WE WENT TO MAKE THAT DAY.

- 1 Q. ARE YOU AWARE OF WHO THE CONTRACTOR WAS THAT WAS
2 BUILDING THE HOUSE?
- 3 A. YES, JOSE MANUEL ORTIZ.
- 4 Q. DO YOU KNOW WHO JOSE MANUEL ORTIZ HAD THE CONTRACT
5 WITH TO BUILD THE HOUSE OR TO DO THE ROOFING?
- 6 A. NO, I DON'T KNOW.
- 7 Q. WHEN YOU FELL ON THE GROUND, WHAT PART OF YOU WAS
8 INJURED?
- 9 A. PART OF MY RIBS AND THIS FOOT, MY RIGHT
10 (INDICATING).
- 11 Q. WHAT HAPPENED AFTER YOU FELL?
- 12 A. I COULD NO LONGER GET UP BECAUSE IT WAS ALREADY
13 BROKEN.
- 14 Q. DID YOU GO TO THE HOSPITAL?
- 15 A. YES, JOSE MANUEL ORTIZ TOOK ME TO THE HOSPITAL ALONG
16 WITH ANOTHER COWORKER.
- 17 Q. WHICH HOSPITAL?
- 18 A. THE GENERAL HOSPITAL OF NEWBERRY.
- 19 Q. WHAT TREATMENTS DID YOU RECEIVE AT THE HOSPITAL?
- 20 A. IMMEDIATELY, THEY GAVE ME PILLS FOR PAIN. THEY GAVE
21 ME AN INJECTION FOR PAIN. THEY BANDAGED MY FOOT,
22 AND THEN THEY RELEASED ME. THEY SENT ME HOME.
23 AFTER I GOT HOME, ABOUT A MONTH AND A HALF LATER,
24 THEY CALLED ME SO THAT THEY COULD DO SURGERY.
- 25 Q. DID YOU HAVE THE SURGERY?

1 A. YES, A MONTH LATER, I GOT AN OPERATION.

2 Q. FROM JUNE 30TH, 2015, UNTIL TODAY, HAVE YOU BEEN
3 BACK TO WORK?

4 A. NO, I CANNOT. I CAN HARDLY WALK.

5 Q. I SEE YOU'VE GOT A CRUTCH HERE TODAY. DO YOU USE
6 CRUTCHES?

7 A. YES.

8 Q. HOW DID YOU GET TO THE WORK SITE THAT DAY?

9 A. JOSE MANUEL ORTIZ TOOK ME.

10 Q. WHERE DID HE PICK YOU UP FROM THAT MORNING?

11 A. FROM THE PLACE WHERE I LIVE IN NEWBERRY.

12 Q. DO YOU REMEMBER THE ADDRESS OF THE JOBSITE OR NOT?

13 A. NO, I DON'T REMEMBER. I DO KNOW WHERE THE HOUSE IS
14 LOCATED.

15 Q. DO YOU FEEL THAT YOU NEED MORE TREATMENT?

16 A. YES, I HAVE A LOT OF PAIN.

17 Q. ARE YOU EXPERIENCING FINANCIAL DIFFICULTIES?

18 A. YES, A LOT.

19 BY MR. DUBOIS:

20 ONE MOMENT, YOUR HONOR, IF I MAY.

21 BY COMMISSIONER TAYLOR:

22 SURE, NO PROBLEM.

23 DIRECT EXAMINATION RESUMED BY MR. DUBOIS:

24 Q. DOES THE NAME "MAYS CONTRACTING COMPANY" MEAN
25 ANYTHING TO YOU?

1 A. FOR THOSE PEOPLE WE WOULD WORK WITH JOSE MANUEL
2 ORTIZ, MAYS, I IMAGINE, IS FOR THAT COMPANY.

3 BY THE INTERPRETER:

4 YOUR HONOR, THE INTERPRETER IS GOING TO ASK THE
5 CLAIMANT TO SPEAK UP A LITTLE BIT.

6 BY COMMISSIONER TAYLOR:

7 SURE. SURE.

8 DIRECT EXAMINATION RESUMED BY MR. DUBOIS:

9 Q. YOUR UNDERSTANDING WAS THAT ORTIZ, HIS COMPANY WORK
10 WITH MAYS' COMPANY; IS THAT RIGHT?

11 BY MR. LITTLEJOHN:

12 OBJECTION, LEADING.

13 BY COMMISSIONER TAYLOR:

14 SUSTAINED.

15 BY MR. DUBOIS:

16 ALL RIGHT, NO FURTHER QUESTIONS. ANSWER ANY
17 QUESTIONS THESE GENTLEMEN MAY HAVE.

18 BY COMMISSIONER TAYLOR:

19 MR. FARRY.

20 BY MR. FARRY:

21 THANK YOU. MAY IT PLEASE THIS COMMISSION.

22 CROSS-EXAMINATION BY MR. FARRY:

23 Q. MR. FUENTES, YOU'VE BEEN IN SOUTH CAROLINA FOR A
24 YEAR AND A HALF OR THIS COUNTRY FOR A YEAR AND A
25 HALF?

1 A. NO, IN CAROLINA.

2 Q. HOW LONG HAVE YOU BEEN IN THIS COUNTRY?

3 A. THREE YEARS.

4 Q. ARE YOU IN THIS COUNTRY LEGALLY OR ILLEGALLY?

5 BY MR. DUBOIS:

6 OBJECTION, YOUR HONOR. THAT'S NOT RELEVANT.

7 BY MR. FARRY:

8 IT CERTAINLY IS, IT GOES TO CREDIBILITY. I
9 THINK IT IS RELEVANT.

10 BY MR. DUBOIS:

11 THERE IS NO BASIS. HE HAS NEVER SAID THAT HE
12 IS HERE LEGALLY OR ILLEGALLY. THERE'S NO WAY THAT
13 CAN BE A CREDIBILITY ISSUE.

14 BY MR. FARRY:

15 IT CERTAINLY IS RELEVANT, COMMISSIONER.

16 BY COMMISSIONER TAYLOR:

17 IT'S JUST BACKGROUND INFORMATION. OVERRULED,
18 I'LL ALLOW IT.

19 THE WITNESS ANSWERS:

20 A. ILLEGAL.

21 CROSS-EXAMINATION RESUMED BY MR. FARRY:

22 Q. SINCE YOU'VE BEEN IN THIS COUNTRY, HAVE YOU ALWAYS
23 BEEN PAID IN CASH?

24 A. YES.

25 Q. HAVE YOU EVER PAID STATE INCOME TAXES?

1 BY MR. DUBOIS:

2 OBJECTION, YOUR HONOR. AGAIN, THAT'S JUST NOT
3 RELEVANT TO ANY OF THE ISSUES.

4 BY MR. FARRY:

5 IT GOES TO CREDIBILITY.

6 BY COMMISSIONER TAYLOR:

7 WELL, AND IT ALSO GOES TO AVERAGE WEEKLY WAGE
8 AND COMPENSATION RATE.

9 BY MR. FARRY:

10 YES, MA'AM.

11 BY COMMISSIONER TAYLOR:

12 SO I'M GOING TO OVERRULE IT.

13 THE WITNESS ANSWERS:

14 A. NO.

15 CROSS-EXAMINATION RESUMED BY MR. FARRY:

16 Q. HAVE YOU EVER PAID ANY FEDERAL INCOME TAXES SINCE
17 YOU'VE BEEN IN THIS COUNTRY?

18 BY MR. DUBOIS:

19 OBJECTION, SAME OBJECTION.

20 BY COMMISSIONER TAYLOR:

21 OVERRULED.

22 BY THE WITNESS:

23 NO.

24 CROSS-EXAMINATION RESUMED BY MR. FARRY:

25 Q. WHILE YOU WORKED FOR JOSE ORTIZ AND HIS CONSTRUCTION

1 COMPANY, IF IT WAS POURING DOWN RAIN, DID YOU WORK?

2 A. YES.

3 Q. HOW MANY MONTHS OR YEARS DID YOU WORK FOR ORTIZ
4 CONSTRUCTION?

5 A. THREE MONTHS AND FOUR DAYS.

6 Q. AND IS YOUR TESTIMONY UNDER OATH THAT THERE NEVER
7 WERE DAYS WHERE THE WEATHER PREVENTED YOU FROM
8 WORKING AS A ROOFER?

9 BY MR. DUBOIS:

10 OBJECTION, YOUR HONOR, THAT WAS NOT THE
11 TESTIMONY I HEARD. I BELIEVE HE'S MISSTATING THE
12 TESTIMONY.

13 BY COMMISSIONER TAYLOR:

14 HE SAID HE WORKED IN THE RAIN.

15 BY MR. FARRY:

16 WELL, I'LL REPHRASE THE QUESTION IF COUNSEL
17 WOULD PREFER.

18 BY COMMISSIONER TAYLOR:

19 THANK YOU.

20 CROSS-EXAMINATION RESUMED BY MR. FARRY:

21 Q. HAVE THERE EVER BEEN ANY DAYS YOU WORKED FOR ORTIZ
22 CONSTRUCTION WHERE THE WEATHER PREVENTED YOU FROM
23 WORKING?

24 A. YES, AND WE WOULD CONTINUE TO WORK.

25 Q. AND IS YOUR TESTIMONY UNDER OATH THAT YOU HAVE NOT

1 WORKED ANYWHERE AND EARNED ANY INCOME SINCE JULY
2 2015; IS THAT CORRECT?

3 A. SO FAR, I HAVE NOT.

4 Q. DO YOU PAY RENT?

5 A. YES, BUT RIGHT NOW, I CANNOT PAY. THE GENTLEMAN
6 THAT -- THAT IS OUTSIDE IS HELPING ME OUT.

7 Q. YOU HAVEN'T PAID ANY RENT FOR SIX MONTHS?

8 A. RIGHT, FOR SIX MONTHS.

9 Q. WHAT ABOUT EATING AND BUYING GROCERIES AND...?

10 A. NO, THE FELLOW HELPS ME, AND HE HELPS ME TO SEND
11 MONEY TO MY FAMILY BECAUSE I DON'T HAVE ANY MONEY
12 RIGHT NOW.

13 Q. DO YOU HAVE A VEHICLE YOU OWN?

14 A. NO.

15 BY MR. FARRY:

16 I HAVE NO FURTHER QUESTIONS.

17 BY COMMISSIONER TAYLOR:

18 ALL RIGHT, MR. LITTLEJOHN.

19 CROSS-EXAMINATION BY MR. LITTLEJOHN:

20 Q. MR. FUENTES, WHEN YOU SOUGHT MEDICAL TREATMENT ON
21 JUNE 30TH, 2015, YOU INITIALLY REPORTED THAT YOU
22 TRIPPED AND FELL, CORRECT?

23 A. YES.

24 Q. YOU DID NOT INITIALLY INFORM THEM THAT YOU FELL FROM
25 A ROOF, WHICH IS WHAT YOUR TESTIMONY IS TODAY?

1 A. UH-HUH, YES.

2 Q. HAVE YOU HAD ANY OTHER ACCIDENTS OR INJURIES SINCE
3 JUNE 30TH, 2015?

4 A. NO.

5 BY MR. LITTLEJOHN:

6 NO FURTHER QUESTIONS, YOUR HONOR.

7 BY COMMISSIONER TAYLOR:

8 ALL RIGHT, MR. DUBOIS, ANY RE-DIRECT?

9 BY MR. DUBOIS:

10 YES, YOUR HONOR.

11 RE-DIRECT EXAMINATION BY MR. DUBOIS:

12 Q. MR. FUENTES, WHY DID YOU AT FIRST TELL THE DOCTORS
13 WHAT YOU TOLD THEM?

14 A. BECAUSE MR. JOSE MANUEL ORTIZ, WHEN WE GOT TO THE
15 HOUSE TO GO, HE TOLD ME THAT IF ANYBODY ASKED ME HOW
16 THE ACCIDENT HAPPENED, THAT I SHOULD SAY THAT IT
17 HAPPENED WHILE I WAS WALKING.

18 Q. AND DID YOU FOLLOW THOSE INSTRUCTIONS?

19 A. I FOLLOWED THE INSTRUCTIONS BECAUSE I FEARED THAT I
20 WOULD BE DEPORTED, AND THAT'S WHY WHEN I WENT TO THE
21 HOSPITAL, I TOLD HIM -- I TOLD THEM JUST LIKE HE
22 TOLD ME.

23 Q. DID YOU EVENTUALLY TELL THE DOCTORS THE TRUTH?

24 A. NO, AT THE BEGINNING, I DID NOT TELL THEM THE TRUTH.
25 BUT THEN THE DOCTOR TOLD ME THAT HE WAS NOT SURE

1 THAT I HAD GOTTEN HURT WHILE WALKING.

2 Q. YOU'RE HERE WITHOUT DOCUMENTATION, CORRECT?

3 A. YES.

4 Q. HAVE YOU EVER BEEN ARRESTED OR CONVICTED OF ANY
5 CRIMES WHILE YOU'VE BEEN IN THE UNITED STATES?

6 A. NO. NO.

7 Q. HAVE YOU EVER BEEN IN TROUBLE WITH ANY KIND OF LEGAL
8 SITUATION?

9 A. NO.

10 Q. HAVE YOU EVER BROUGHT ANY OTHER WORKERS' COMP
11 CLAIMS?

12 A. UH-UH.

13 BY COMMISSIONER TAYLOR:

14 IS THAT A NO?

15 BY THE WITNESS:

16 NO.

17 BY MR. DUBOIS:

18 NO FURTHER QUESTIONS.

19 BY COMMISSIONER TAYLOR:

20 OKAY, MR. FARRY, ANYTHING?

21 BY MR. FARRY:

22 NOTHING FURTHER.

23 BY COMMISSIONER TAYLOR:

24 ALL RIGHT, MR. LITTLEJOHN.

25 BY MR. LITTLEJOHN:

1 NONE, COMMISSIONER.

2 BY COMMISSIONER TAYLOR:

3 ALL RIGHT, THANK YOU VERY MUCH, SIR. ANY OTHER
4 WITNESSES ON BEHALF OF THE CLAIMANT?

5 BY MR. DUBOIS:

6 I'M SORRY?

7 BY COMMISSIONER TAYLOR:

8 ANY OTHER WITNESS ON BEHALF OF THE CLAIMANT?

9 BY MR. DUBOIS:

10 NO, YOUR HONOR.

11 BY COMMISSIONER TAYLOR:

12 OKAY, ANY WITNESSES ON BEHALF OF THE
13 DEFENDANTS?

14 BY MR. FARRY:

15 NONE FROM RIVERPORT.

16 BY COMMISSIONER TAYLOR:

17 ALL RIGHT, THAT CONCLUDES THIS MATTER. THANK
18 YOU.

19 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING WAS
20 CONCLUDED AT THE HOUR OF 2:44 P.M.)

CERTIFICATE OF NOTARY PUBLIC
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1508997

EMPLOYEE/CLAIMANT: ARMANDO FUENTES

EMPLOYER: MAYS CONTRACTING COMPANY, L.L.C.

CARRIER: BUILDERS MUTUAL INSURANCE COMPANY
AND RIVERPORT 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 28 PAGES REPRESENTS A TRUE AND ACCURATE TRANSCRIPT OF THE FOREGOING HEARING OF ARMANDO FUENTES TAKEN ON THE 9TH DAY OF FEBRUARY, 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 5TH DAY OF MAY, 2016.

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.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE #1508997

ARMANDO FUENTES	)	
	)	
CLAIMANT,	)	SC WORKERS' COMPENSATION COMMISSION
VS.	)	
	)	FULL BOARD HEARING OF
MAYS CONTRACTING CO	)	ARMANDO FUENTES
	)	
EMPLOYER,	)	VS
AND	)	
	)	MAYS CONTRACTING COMPANY
BUILDERS MUTUAL OR	)	
RIVERPORT	)	
CARRIER.	)	

This is the Transcript of the South Carolina Workers' Compensation Full Board Hearing of Armando Fuentes versus Mays Contracting Company, taken before Gloria Davis, a Court Reporter and Notary Public in and for the State of South Carolina, commencing at the hour of 3:11 P.M., Monday, September 19, 2916, at South Carolina Workers' Compensation Commission, 1333 Main Street Columbia, South Carolina.

COPY

REPORTED

BY

GLORIA DAVIS

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 (803) 358-0515

APPEARANCES

FOR THE APPELLANT:

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Holder Padgett Littlejohn & Prickett, LLC
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FOR THE RESPONDENT:

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FOR THE CLAIMANT:

Zachary Steven Naert, Esquire
The Law Office of Dean B. Bell, LLC
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Ridgeland, SC 29936

COMMISSIONERS PRESENT:

Melody James, Chair
Susan S. Barden
Avery Wilkerson

*Reporter's Note: -- Indicates incomplete thought or sentence, trailing off or interruption by speakers.

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STIPULATIONS

Court Reporter: Are we ready?

Commissioner James: Yes.

Court Reporter: Okay. Today is September 19th, 2016. This is South Carolina Workers' Compensation case number 1508997. This is the case of Armando Fuentes, the Claimant, versus Mays Contracting Company, the Employer, and Builders Mutual and Riverport are the Carriers. The Appellant is the Defendant, Builders Mutual, represented by William T. Littlejohn. The Respondent, Riverport, is represented by Michael A. Farry. And the Claimant is represented by Zach Naert. Each side is allowed ten (10) minutes for oral argument and the Appellant three (3) minutes in reply. You are requested to argue the grounds of exception and stay within the record. The Single Hearing Commissioner was Commissioner Taylor.

Commissioner James: Okay. Mr. Littlejohn?

ARGUMENT FOR THE APPELLANT

By Mr. Littlejohn:

May it please the Commission. I represent an

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1 upstream contractor, Mays Construction. There was a
2 downstream contractor, Ortiz Construction, who the
3 Claimant worked for, Armando Fuentes, in this case.
4 It's our position there is no employee/employer
5 relationship between Mays Construction and the
6 Claimant; that's not disputed. The only issue really
7 is the statutory employment, whether we were the
8 statutory employer for Mr. Fuentes. It's our position
9 that Riverport was the Carrier and there are three (3)
10 reasons that they had cancelled a policy ineffectively.
11 So, the three (3) grounds for cancellation: It's our
12 position that there is no provision in the Assigned
13 Risk Pool for a carrier -- an assigned carrier, for the
14 Assigned Risk, and there is no provision in the
15 Assigned Risk Pool requiring or allowing cancellation
16 of a current, a current policy, based on an alleged
17 failure to comply with requirements in a prior cause;
18 you can't cancel an existing policy based on something
19 that happened in a prior policy is essentially that
20 proposition. There are five (5) -- the second reason,
21 there are five (5) grounds, circumstances, when you can
22 cancel; an Assigned Risk Carrier can cancel a policy.
23 The five (5) enumerated grounds, none of those are
24 listed, and I'll get into what those are in just a
25 moment. Then, thirdly, when you're an Assigned Risk

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1 Carrier you have to give your employer the opportunity
2 to cure a deficiency.

3 Commissioner Wilkerson: Let me ask a
4 question. You've got carrier A, they don't
5 pay their premium, you go to carrier B? If
6 the payment is not paid, what happens?

7 Mr. Littlejohn: Well, that would be at
8 the time of inception of your policy. Under
9 the Assigned --

10 Commissioner Wilkerson: Not
11 necessarily, audit.

12 Mr. Littlejohn: -- well --

13 Commissioner Wilkerson: You'd have an
14 audit from the first policy --

15 Mr. Littlejohn: -- yes, sir.

16 Commissioner Wilkerson: -- you'd have
17 an audit -- different policy.

18 Mr. Littlejohn: Different policy, well,
19 that -- that's the beauty of these facts, is
20 that the Court of Appeals has addressed the
21 situation.

22 Commissioner Wilkerson: I know, but you
23 said the no reason needs covering.

24 Mr. Littlejohn: So -- so --

25 Commissioner Wilkerson: You said there

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1 were no -- there was no reason it could be --
2 another carrier or another policy could be
3 canceled because of the first policy.

4 Mr. Littlejohn: -- under the Assigned
5 Risk Plan --

6 Commissioner Wilkerson: Yes.

7 Mr. Littlejohn: -- there is no -- that
8 is what Crews v Crews states that -- and I'm quoting
9 the Court, "There is no provision of the Assigned Risk
10 Plan requiring or allowing cancellation of a current
11 policy due to the alleged failure to comply with
12 requirements of a previous policy." That -- that's the
13 law of Crews v Crews, that it needs to be you failed to
14 comply with your current policy. And the facts -- the
15 timing of things helps with your question too --

16 Commissioner Wilkerson: Okay.

17 Mr. Littlejohn: -- with was it prior to
18 the obtaining coverage had they not done something or
19 did they owe money; those aren't our facts.

20 Commissioner Wilkerson: Okay.

21 Mr. Littlejohn: The facts are, after
22 obtaining coverage there was a dispute. And so, there
23 are two (2) carriers or two (2) policies that come into
24 play. Ortiz had a policy with Companion, the Assigned
25 Risk Carrier, at the time. Companion decided, we don't

1 want to be in the Assigned Risk Pool anymore and
2 notified Mr. Ortiz, that subcontractor, that they're no
3 longer going to cover him and he has to obtain
4 insurance through the Assigned Risk Pool again; he did
5 that, obtained coverage through Riverport on January
6 11th, 2015. After he obtained that coverage, he paid
7 the policy, he was covered. On February 24th,
8 Companion did a final audit of that old policy, that
9 first policy. They determined additional premium
10 dollars were owed. They sent Mr. Ortiz a bill, three
11 (3) weeks later, Riverport, upon being notified by NCCI
12 of that outstanding obligation, told Riverport to
13 cancel the policy, which they did. Now, again, there
14 are -- so, they -- they effectively canceled that
15 policy at that time. The problem with that is, one,
16 again, Crews v Crews stands for the proposition that
17 you can't cancel a current policy based on the failure
18 to comply with requirements of a prior policy. There
19 are just five (5) grounds you can use and the five (5)
20 grounds are, and I'll read them: The employer is not
21 in good faith entitled to Workers' Compensation
22 coverage, two (2), the employer has failed to comply
23 with reasonable health safety or audit loss prevention
24 requirements, three (3), the employer has failed one or
25 more of the terms under which the insurance was issued,

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1 four (4), the employer refuses to allow the assigned
2 carrier reasonable access to facilities or files and
3 records for audit or inspection, five (5), the employer
4 refuses to disclose to the assigned carrier the full
5 nature and scope of their risk. The -- the Hearing
6 Commissioner did not identify which one of those
7 provisions, circumstances, was present here. In -- in
8 brief, Riverport has pointed out that they believe the
9 first ground is the circumstance that's present and
10 I'll read that again. The employer is not in good
11 faith entitled to Workers' Compensation coverage. The
12 problem with that is that *Crews v Crews*, it -- it shows
13 us that the activity taking place on a prior policy is
14 not grounds to cancel a current policy. So, now I've
15 got to explain the facts of *Crews* real quickly, and I
16 will provide that case for you all as well. In *Crews*
17 they were insured by Liberty Mutual and at the end of
18 the policy they said, we need to do an audit and see if
19 the appropriate premium dollars were paid. They sent
20 *Crews* an audit letter; he failed -- he didn't respond
21 to that letter. Simultaneously, they sent him a -- a
22 quote for another policy, he didn't pay that quote on
23 time but paid it three (3) days later after it was due;
24 then Liberty Mutual issued a policy and covered him.
25 Two (2) weeks later, they sent him a letter, two (2)

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1 letters, one for the first policy that says, you failed
2 to respond to our audit request, we did an estimated
3 premium determination; you don't owe us anything, we
4 don't owe you anything, that policy is over. Policy 2,
5 they said, you're canceled for noncompliance with the
6 audit request on policy 1. The Court of Appeals said,
7 we're looking at the five (5) provisions that I just
8 read to you and none of those provisions include
9 activity on a prior policy for an active Assigned Risk
10 Plan; you only get five (5) grounds to do it, five (5)
11 ways. In Riverport's defense, if I can say that, NCCI
12 told them to cancel the policy and NCCI made them do
13 it, told them to do it. The problem is the analysis
14 doesn't end there; NCCI is not the final arbiter of --
15 of policy and coverage in South Carolina. The
16 Commission, the Court of Appeals, the State
17 Legislature; that's who determines whether or not
18 someone is covered in South Carolina. For instance, I
19 had a recent case, Pate versus TAC Logging. NCCI said
20 that effective cancellation date one day and the
21 Commission said, no, that's not South Carolina law,
22 it's a different day; we are the final arbiters. So,
23 what you all are charged with doing is determining
24 whether any of the five (5) circumstances are present
25 in this case and they're not, and the reason that the

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1 example no good faith, they were a good faith entitled
2 employer, is because the same -- essentially the same
3 facts in Crews support that. Even if one of the five
4 (5) grounds were present, they were required to provide
5 an opportunity to cure; that opportunity was not
6 provided and let me read into the record what they did.
7 They sent the notice of cancellation, April 15th, 2015.
8 They said, reason for cancellation: Noncompliance,
9 underwriting requirements, employer identified as
10 having an undisputed premium or other monetary
11 obligation on a prior Workers' Compensation policy.
12 Please contact NCCI at (800) 622-4123 to resolve this
13 matter. Now, the reason that's a good example of what
14 -- of that not being an opportunity to cure is another
15 letter that was sent to -- that was sent to Mr. Ortiz.
16 This is a prior policy letter that they -- where they
17 canceled. The above policy is canceled effective March
18 26, 2015, reason for cancellation: Noncompliance,
19 underwriting requirements, failure to complete and
20 return an underwriting letter. But importantly it
21 says, to avoid cancellation please send the requested
22 information prior to the cancellation date. And the
23 letter, noticed -- noticed to Mr. Ortiz there is no
24 language that says to avoid cancellation do X, Y and Z
25 because they -- there is no evidence they had an intent

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1 to reinstate or opportunity to reinstate that policy.
2 Now, I'll sum it back up. In South Carolina there's no
3 -- or in the Assigned Risk Plan there's -- there's no
4 provision in the Assigned Risk Plan requiring or
5 allowing for cancellation of a current policy based on
6 the activities of a prior policy; you can't cancel
7 Riverport's policy based on what was going on with
8 Companion's policy. None of the five (5) grounds were
9 present and even if they were, no opportunity to cure.

10 Commissioner Wilkerson: So, let me ask
11 you a question. Every contractor would buy a
12 ghost policy, never pay that premium and move
13 on, never pay the next -- pay a ghost policy
14 and move on. That's realistically what
15 you're asking for this panel to do.

16 Mr. Littlejohn: I don't think so,
17 Commissioner, because if you have an
18 outstanding premium at the time you apply to
19 the Assigned Risk Pool for a policy, you're
20 ineligible at the time you apply for it.

21 Commissioner Wilkerson: So, how many
22 policies do we have to put in effect before
23 you have an outstanding --

24 Mr. Littlejohn: The -- the --

25 Commissioner Wilkerson: -- if you're

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1 not going to let them do the audits, okay?
2 If you're never going to let them do an
3 audit, how many outstanding policies do you
4 have before the next carrier is on the hook?

5 Mr. Littlejohn: -- I just want to make
6 sure we limit if -- may I respond; I'm sorry,
7 the buzzer did go?

8 Commissioner James: Certainly.

9 Mr. Littlejohn: I want to limit the
10 discussion to some extent to the facts of the
11 case, the audit, for instance.

12 Commissioner Wilkerson: That's what I'm
13 talking about.

14 Mr. Littlejohn: They sent Mr. Ortiz --

15 Commissioner Wilkerson: Well, it's --
16 it's an audit.

17 Mr. Littlejohn: -- they sent Mr. Ortiz
18 an audit request and he responded by
19 providing the information. As far as how
20 many policies need to be issued before one is
21 effectively canceled, I think based on the
22 Assigned Risk Pool, which is you can only
23 look at things --

24 Commissioner Wilkerson: No, I
25 understand.

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1 Mr. Littlejohn: -- in that prism --

2 Commissioner Wilkerson: I understand.

3 Mr. Littlejohn: -- is if someone
4 applies for new coverage and they have an
5 outstanding premium -- the employer applies
6 for coverage, has an outstanding premium,
7 they can't get coverage at that time until
8 they satisfy it; however, under Crews v
9 Crews, if you're in the middle of a policy,
10 not going for a new one but in the middle of
11 that policy, that policy can't be canceled
12 because of what happened on a prior policy.

13 Commissioner Wilkerson: Okay.

14 Mr. Littlejohn: So, that -- those are
15 the circumstances that prevent your concern
16 from -- from occurring.

17 Commissioner Wilkerson: Okay.

18 Commissioner James: Thank you, sir.

19 All right, Mr. Farry?

20 Mr. Farry: Thank you.

21 ARGUMENT FOR THE RESPONDENT

22 By Mr. Farry:

23 May it please this Commission. Crews doesn't say
24 what Counsel says it says. Crews is a real simple
25 case. Crews says, if you're going to cancel a policy

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1 because they didn't comply with the terms of the
2 policy, you can't use an earlier policy that was in
3 effect to cancel a current policy; that's all it says.
4 What happened in Crews is this; Liberty Mutual had an
5 insurance policy written for an employer. They sent
6 out information on the audit request, the employer
7 didn't provide it; there's some additional facts, he
8 applied -- he supplied it late and they had already
9 canceled the policy. What Liberty Mutual then did,
10 even though they said you don't owe any premium, they
11 said, we're going to cancel a current policy that
12 you've got with us right now because you didn't comply
13 timely with an earlier policy, and Crews says, you
14 can't do that. It has nothing to do with this case.
15 What happened in this case is real simple. We've got
16 an employer that goes and buys a Companion policy.
17 Companion sends out notice that they're no longer going
18 to write coverage in South Carolina, and by the way at
19 the same time sent out notice that he owed another six
20 thousand dollars (\$6,000.00) in premium, before
21 Berkeley Riverport writes their insurance. Berkeley
22 writes insurance with effective coverage date, January
23 11, 2015. APA, page 89, there's a notice, January 11,
24 2014, going out to Mr. Ortiz saying you owe seven
25 thousand, seven hundred and eighty-one dollars

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1 (\$7,781.00). What happens next is, Companion does a
2 final audit, February 24, 2015, sends out a notice that
3 you owe an additional six thousand, five hundred and
4 thirty-one dollars (\$6,531.00); that's APA, page 88.
5 This employer did exactly what you're talking about,
6 Commissioner Wilkerson, bought a ghost policy at twelve
7 hundred and fifty dollars (\$1,250.00). Had Companion
8 on the risk, ran up a bill of six thousand (\$6,000.00)
9 and change, didn't pay it, went and got a Riverport
10 assigned risk policy, pays the twelve fifty
11 (\$1,250.00), the minimum fee you can pay for what we
12 call a ghost policy, and then didn't pay anymore. Now,
13 April 15, 2015, Riverport gets a notice from NCCI.
14 This notice is telling Riverport, a member of NCCI
15 under the Assigned Risk Policy plan that's adopted by
16 the South Carolina Insurance Commissioner, cancel the
17 Assigned Risk Policy to Mr. Ortiz; that's at AP -- APA,
18 page 96, tab 3, because the employer is identified as
19 having undisputed premium or other monetary obligation
20 on a prior/current Workers' Compensation policy. It
21 wasn't optional; Riverport was told to cancel. The
22 same day they get notice --
23 Commissioner Wilkerson: Didn't it say
24 -- didn't it say -- didn't you say it said
25 prior and current policy?

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1 Mr. Farry: -- prior/current.
2 Commissioner Wilkerson: Okay.
3 Mr. Farry: It wasn't saying it was a
4 current policy; it was either a prior or
5 current.
6 Commissioner Wilkerson: Okay.
7 Mr. Farry: I'm quoting now --
8 Commissioner Wilkerson: Slash, okay.
9 Mr. Farry: -- I'm quoting now from the
10 notice --
11 Commissioner Wilkerson: Okay.
12 Mr. Farry: -- it just prior/current.
13 The facts of this case, it was a prior policy
14 --
15 Commissioner Wilkerson: Yes. It was,
16 yes.
17 Mr. Farry: -- with a different carrier.
18 Commissioner Wilkerson: All right.
19 Mr. Farry: The same day, APA, tab 1, page 1,
20 Berkeley Riverport sends out notice of cancellation of
21 Workers' Compensation policy, reason for cancellation:
22 Employer identified as having an undisputed premium or
23 other monetary obligation on a prior Workers'
24 Compensation policy. They knew it wasn't a current
25 one, he had paid the twelve fifty (\$1,250.00), hadn't

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1 got into the audit portion of the policy yet. So, they
2 notified him that they were canceling. Now, the notice
3 is dated April 15, the cancellation is effective April
4 30; you've got to give them at least ten (10) days
5 notice --

6 Commissioner Wilkerson: Oh, I see.

7 Yes.

8 Mr. Farry: -- so they complied. It also gives a
9 -- please contact NCCI, at number, to resolve this
10 matter. We can't clear it up; he's got to clear it up
11 with NCCI. So, what happens next? That notice is
12 received, signed for at APA, tab 3, page 97, by Mr.
13 Ortiz; he gets it. He gets it on April 18, 2015. But
14 does he go call NCCI and clear it up? No, he's not
15 going to do that. He's going to go find him another
16 ghost policy and keep on moving. There's an allegation
17 thread in either Appellant's brief or reply brief that
18 says, well, Riverport kept the premium, they didn't
19 refund any money, so they're on the risk. Riverport
20 did not refund any money. What Riverport did, at APA,
21 tab 3, page 98, is made efforts to contact Mr. Ortiz to
22 get his payroll information to see if there was any
23 money owed back and/or additional premiums due. And
24 they left messages for insured at a number, scheduled
25 an appointment on a date, left message for insured

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1 requesting a return call to confirm the appointment,
2 called insured to confirm the appointment and insured
3 canceled stating they're unable to complete audit on
4 schedule, called agency, the producer, for assistance;
5 phone number disconnected, called a different number;
6 no answer, no option to leave a message, again tried to
7 reach the agency for assistance; receiver of call
8 stated that the number does not belong to the agency.
9 So, after about six (6) weeks -- four (4) weeks of
10 trying to contact the insured and/or produce an agent,
11 they closed their file. My gut tells me that they
12 would have been owed additional money because all he
13 paid was a -- the original premium. Clearly, Crews
14 says you can cancel for lack of good faith on the part
15 of the insured. So, what -- what does that -- under
16 the plan, rule four (4), good faith rules of
17 eligibility, paragraph B (3). Good faith will be
18 resumed in the absence of clearing convincing evidence
19 to the contrary and employer is not in good faith
20 entitled to insurance if any of the following
21 circumstances exist at the time of application or
22 thereafter. Subparagraph 3, if the employer has any
23 outstanding Workers' Compensation insurance premium
24 obligation or other monetary policy obligation on a
25 current Workers' Compensation insurance policy or on

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1 any previous or other Workers' Compensation insurance
2 and there is a reason for that. And the reason for
3 that is to prevent employers from going around buying a
4 policy, paying the bare minimum, get this ghost policy;
5 they've got what they need to go get a contract with a
6 contractor or an owner. The risk is on the policy; the
7 employer doesn't pay for it. When the premium comes
8 due on audit they either don't cooperate or they don't
9 pay it and they go down the street and get the next
10 one. And that's why NCCI is so critical for its
11 members to be told when that exists. Riverport did
12 exactly what Riverport should have done. Riverport did
13 not have an obligation to chase Mr. Ortiz around and
14 say, have you paid your premium yet because we insure
15 you? Have you paid your premium yet, we insure you?
16 We were told to cancel; that's what Riverport did. We
17 told him, contact NCCI and get it cleared up but it
18 didn't happen. Riverport properly canceled an
19 insurance policy. Now, there's some verbiage in the
20 brief about, well, they -- they had a policy and they
21 canceled it and gave them a right to cure earlier and,
22 yes, that happened. Riverport sent a notice of
23 cancellation February 19th, 2015, that's at APA, tab 3,
24 page 91, for noncompliance for failure to return
25 underwriting evaluation letter; it didn't have all the

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1 documents in place. So, we sent him a notice, well, if
2 you don't get it to us we're going to cancel. He got
3 it to us. They reinstated the policy, March 19, 2015,
4 effective as of March 26; so, yes, they did that. But
5 that has no affect on notice from NCCI that Riverport
6 is to cancel because the insured employer has a prior
7 obligation and Crews doesn't prevent that from
8 happening. Thank you.

9 Commissioner James: Okay. Mr.
10 Littlejohn?

11 REPLY FROM THE APPELLANT

12 By Mr. Littlejohn:

13 May it please the Commission. Riverport
14 voluntarily became an Assigned Risk carrier; they
15 applied to do it just like every other carrier. Now,
16 you're adding a ground in which they can cancel a
17 policy. They're -- we went through the five (5)
18 grounds. They've -- they've added a fifth (5th) one
19 and now the fifth (5th) one is, if you have a prior
20 monetary obligation on a prior policy, then you can
21 also cancel the policy; that's -- that's not the law
22 according to Crews v Crews. There are only five (5);
23 they're adding a --

24 Commissioner Wilkerson: If Crews --
25 Mr. Littlejohn: -- a sixth (6th) one.

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1 Commissioner Wilkerson: -- applies to
2 this case.

3 Mr. Littlejohn: If Crews applies --

4 Commissioner Wilkerson: That's right.

5 Mr. Littlejohn: -- and -- and if -- and Crews is
6 the peremptory case in South Carolina dealing with the
7 Assigned Risk Pool. The -- the primary distinction --
8 there are two (2) distinctions between -- between the
9 case and this one: One (1), it was one (1) carrier in
10 the first instance and here it's two (2) carriers. So
11 -- but in the first instance, with Crews, it's the same
12 carrier, yet they said, owing information still didn't
13 rise to the level on not being a good faith employer;
14 it's the same carrier. Still you owing something, you
15 have privity, even contract with that other carrier; it
16 still -- that doesn't allow you to cancel that current
17 policy. Here it further supports the -- the fact that
18 it was a good faith employer because it's two (2)
19 different -- you don't owe anything to that other
20 employer -- that other carrier; it's two (2) different
21 carriers. So, those are the -- that's the primary way
22 they're different. The other issue is the language
23 that was read into the record, or thereafter, as far as
24 premiums and so forth due and policy information due; I
25 -- I don't know -- I don't find that in the record and

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1 it's certainly not in Crews v Crews, as far as -- as
2 far as what is in the record today. Another point we
3 need to correct is he mentioned January 11th, 2015, is
4 the date of issuance of the premium dollars owed, which
5 is the same day he became covered. That's actually,
6 according to APA 88, that would be February 24th, 2015;
7 so, it was after -- after he had the policy. Again,
8 Commissioners, this is not a situation where someone
9 prior to obtaining coverage then had an outstanding
10 balance or outstanding audit, this was after they
11 obtained coverage; that's the narrow exception, that's
12 why Crews applies and Riverport is responsible for this
13 claim. Thank you, Commissioners.

14 Commissioner James: Thank you. That
15 concludes this matter.

16 (THERE BEING NO FURTHER DISCUSSION, THE HEARING CONCLUDED

17 AT 3:39 P.M.)

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STATE OF SOUTH CAROLINA)
) CERTIFICATE
 COUNTY OF RICHLAND)

Be it known that I took the foregoing South Carolina Workers' Compensation Commission Full Board Hearing of Armando Fuentes, vs. Mays Contracting Company;

That I was then and there a Notary Public in and for the State of South Carolina-At-Large;

That by virtue thereof I was duly authorized to administer an oath;

That the witness was first duly sworn to testify the truth, the whole truth, and nothing but the truth, concerning the matter in controversy aforesaid;

The foregoing transcript of 23 typewritten pages represents a true, accurate and complete transcription of the testimony so given at the time and place aforesaid to the best of my skill and ability;

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

Witness my hand and seal this 30th Day of October, 2016.

Gloria G. Davis _____
 Gloria G. Davis
 Notary Public for South Carolina
 My Commission Expires 12/21/21

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Claimant's Name: Armando Fuentes Employer's Name: Mays Contracting Company, LLC
Address: 1244 Kinard Street, Lot 22 Address: 1728 Indian Land Drive
City: Newberry State: SC Zip: 29108 City: Newberry State: SC Zip: 29108
Home Phone: (803) 271-9072 Work Phone: () - Carrier: Builders Mutual Insurance Company
Preparer's Name: William T. Littlejohn Preparer's Phone #: (843) 278-0100

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

☒ Injury ☐ Illness ☐ Repetitive Trauma

1. Compensation Rate: \$TBD 2. AWW: \$TBD Date of Injury: 06/30/2015
3. Type of Injury and body part(s): Right leg (denied).
4. Facts in controversy: Defendants deny the claimant was an employee of Mays Contracting Company, LLC. The Subcontractor, Jose Ortiz Mendoza dba Ortiz Construction had a valid insurance policy with Riverport Insurance/Berkeley Assigned Risk Services.
5. Legal Issues Involved: §42-1-160, §42-9-30, §42-11-10, §42-15-60, and other applicable statutes, regulations, and case law. See #4 above.
6. Unusual aspects: Defendants deny that Claimant was an employee of Mays Contracting Company, LLC. The Subcontractor, Jose Ortiz Mendoza dba Ortiz Construction had a valid insurance policy with Riverport Insurance/Berkeley Assigned Risk Services. Defendants reserve the right to and may move to either postpone or adjourn the scheduled hearing to exercise due process rights afforded by law to cross examine, respond to, and otherwise oppose evidence presents by the claimant. Defendants request the record be left open to submit additional medical records/opinion/depositions pursuant to *Morgan v. JPS Automotive* 467 S.E. 2d 457 (Ct App 1996) to include the depositions and transcripts of 30(b)(6) Corporate Designee of Berkeley Assigned Risk Services/Riverport Insurance currently scheduled for 2/5/16 and Jose M. Ortiz Mendoza currently scheduled for 2/8/16.
7. Witnesses (designate if expert):* Employer representatives as needed.
8. Exhibits: Defendants request the record be left open to submit additional medical records/opinion/depositions pursuant to *Morgan v. JPS Automotive* 467 S.E. 2d 457 (Ct App 1996) to include the depositions and transcripts of 30(b)(6) Corporate Designee of Berkeley Assigned Risk Services/Riverport Insurance currently scheduled for 2/5/16 and Jose M. Ortiz Mendoza currently scheduled for 2/8/16.
9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance): Please see attached APA Submissions. Defendants reserve the right to rely on evidence submitted by the claimant in his PHB and APA Submissions.
10. Name, address, and specialty, if any, of the treating physician: Newberry County Memorial Hospital, Newberry, SC; Palmetto Bone and Joint, Newberry, SC.
11. Impairment rating(s); body part(s); physician and date of opinion: None at this time.
12. I am amending my Form 50/51 in the following manner: N/A

☐ **Mediation**

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

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to Michael Bennett, Esquire, Post Office Box 7228, Hilton Head Island, SC 29938; and Michael Farry, Esquire, 307 Pettigru Street, Greenville, SC 29601 on the 29th day of January 2016, by:

☒ first class postage ☐ certified mail ☐ personal service ☐ electronic service

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

Signature: [Signature]
Date of hearing: February 9, 2016

Email: willittlejohn@hplplaw.com

Time needed for hearing: 1 hour

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witnesses at hearings.

WCC Form # 58
Revised 7/15

58

PRE-HEARING BRIEF

South Carolina Workers' Compensation Commission

P.O. Box 1715 • 1612 Marion Street
Columbia, South Carolina 29202-1715
(803) 737-5700

WCC File # 1508997

Carrier File # WCV001023697

Carrier Code #

Employer FBIN

Armando Fuentes

Claimant's Name SSN

1244 Kinard Street, Lot 22, Newberry, SC 29108

Address City State Zip

Mays Contracting Company

Employer's Name

1728 Indian Land Drive, Newberry, SC 29108

Address City State Zip

Home Phone

Work Phone

William T. Littlejohn

210 Wingo Way, Suite 201, Mt. Pleasant, SC 29464

Preparer's Name

Address

Builders Mutual Insurance Company

Insurance Carrier

(843) 278-0488

Phone #

TO: SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION; AND MICHAEL BENNETT, ATTORNEY FOR CLAIMANT; AND MICHAEL FARRY, ATTORNEY FOR RIVERPORT INSURANCE

YOU ARE HEREBY NOTIFIED THAT DEFENDANTS, pursuant to the provisions of the South Carolina Workers' Compensation Act and South Carolina Code Section 1-23-330, (1976, as amended), herewith submits the following SUPPLEMENTAL medical reports as direct evidence on behalf of the defendants, to wit:

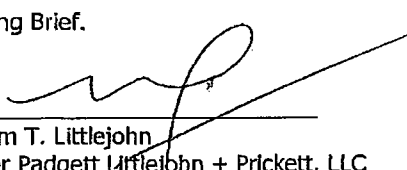
NAME OF PHYSICIAN/OTHERDATE OF REPORTPAGE

EXHIBIT (A) Companion Property and Casualty Notice of Non Renewal		86-89
EXHIBIT (B) Berkeley Risk Services Underwriting Documents		90-96
EXHIBIT (C) Email Correspondence		97
EXHIBIT (D) Deposition transcript of Jose Ortiz	02/08/2016	98-106

YOU ARE FURTHER HEREBY NOTIFIED that you have the right to cross-examination; and, should you desire to exercise said right, you are to forthwith schedule the depositions of any of the physicians, whose reports are submitted, for the purposes of cross-examination.

YOU ARE FURTHER NOTIFIED that the originals of the documents referred to herein, or photocopies received from said physicians/others, are being herewith forwarded to the South Carolina Workers' Compensation Commission, for insertion in the file of the South Carolina Workers' Compensation Commission and inclusion into the evidence on behalf of the employer-defendant.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of the defendants: See Pre-Hearing Brief.


William T. Littlejohn
Holder Padgett Littlejohn + Prickett, LLC
210 Wingo Way, Suite 201
Mt. Pleasant, SC 29464

February 9, 2016

February 9, 2016
(hearing date)



Companion Property & Casualty Insurance Company
Companion Commercial Insurance Company
Companion Specialty Insurance Company

INSURED COPY

NOTICE OF NON RENEWAL

Effective Date of Non Renewal: 01/11/2015 12:01 AM	Mailing Date: 11/10/2014
Company Address: P.O. BOX 100165 COLUMBIA, SC 29202	Policy Type: WORKERS COMPENSATION
Name Insured and Address: JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION 2026 MONTGOMERY ST NEWBERRY SC 291084516	Policy Number: SCW6141702
	Policy Term: 01/11/2014 -- 01/11/2015
	Issuing Office Location: COLUMBIA, SC

You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed.

Your policy has been non renewed due to: COMPANION P&C IS NO LONGER A SERVICING CARRIER IN THE STATE OF SOUTH CAROLINA.

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NOTICE OF NON-RENEWAL

Date of Non-Renewal: 01/11/2015 12:01 AM

Mailing Date: 11/10/2014

Policy Number: SCW614170200 39

Name Insured and Address:
JOSE M ORTIZ MENDOZA
DBA ORTIZ CONSTRUCTION

Policy Type: Workers' Compensation

2026 MONTGOMERY ST
NEWBERRY SC 291084516

Re: Explanation of Non-Renewal

Companion Property and Casualty Insurance Company is unable to renew your workers compensation policy because Companion P&C is no longer a servicing carrier in the state of South Carolina as of January 1, 2015.

We suggest you contact your agent or broker as soon as possible. If you are unable to obtain coverage in the voluntary market, your agent or broker will be able to assist you in completing a new application to reapply for coverage in the assigned risk market. Prior to expiration of this policy, there are three assigned risk options in which you can submit your application.

- (1) **RMAPSSMSM Online Application Service** ☐ A producer can enter ACORD 130/133 application information online. NCCI provides this electronic service at no charge to producers submitting business in the residual market under NCCI's state-approved Workers Compensation Insurance Plan.
- (2) **Telephone Submission** ☐ A producer can use NCCI's toll-free number (800-NCCI 1-2-3) to submit an application by providing the ACORD 130 and ACORD 133 application information over the phone to an NCCI Account Analyst.
- (3) **Mail Submission** ☐ A producer may continue to submit hard copies of the ACORD 130 and ACORD 133 forms to the address below:

Regular Mail
NCCI, Inc.
Attn: Treasury Department
P.O. Box 3045
Boca Raton, FL 33431-0945

Overnight Delivery
NCCI, Inc.
Attn: Treasury Department
901 Peninsula Corporate Circle
Boca Raton, FL 33487-1362

Refer to ncci.com and click **Residual Markets** in the **Employer, Producer, and Carrier Resources** section for the specific state instruction pages.

If you remain eligible for coverage through NCCI's Workers Compensation Insurance Plan and coverage is bound, you will be assigned to another carrier.

If you need information relating to classification codes, rates, experience modification factors, etc., please contact the NCCI Customer Service Center at 800-NCCI 1-2-3.

Please note that any claims arising from accidents that occurred while the Companion Property and Casualty Insurance Company policy was in effect should still be reported to our company.

CC: BB&T INSURANCE SERVICES INC
414 GALLIMORE DAIRY RD STE F
GREENSBORO NC 27409

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Companion

Property and Casualty Group

Companion Property & Casualty Insurance Company

Policy Number: SCW6141702 00 39 Transaction Type: FINAL AUDIT INSURED'S COPY

Assigned Risk Workers Compensation And Employers Liability Policy Information Page

NCCI Carrier Code : 22713

Item 1.

Named Insured and Address	Customer #: SCW6141702	Agency
JOSE M ORTIZ MENDOZA	Feln #: 589766456	BB&T INSURANCE SERVICES INC
DBA ORTIZ CONSTRUCTION	Risk ID #: 000000000	414 GALLIMORE DAIRY RD STE F
2026 MONTGOMERY ST	Entity:	GREENSBORO NC 27409
NEWBERRY SC 291084516	Individual	Agent #: 8600888

Item 2. Policy Period- 01/11/2014 through 01/11/2015 12:01 AM Standard Time at the address of the Insured as stated herein.

Premium Prior To Audit	\$1,250.00
Total Audit Premium	\$7,781.00

This Final Audit has resulted in a premium increase of \$6,531.00.

Any premium increase will be due and owed immediately upon receipt of the bill that will be generated from this audit.

JMCLE
ISSUED 02/24/2015

88

SCW6141702 00 39

CLASSIFICATION OF OPERATIONS

ISSUED 02/24/2015

Page 2

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Berkley

ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Center Code 27985
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 648-7431 Fax (866) 216-8118
www.berkleyassignedrisk.com polsycservices@berkleyrisk.com

INFORMATION PAGE

Renewal Of No. New

1. The Insured:
JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

Tax ID#: F 58-9766466

Date of Mailing: 1/9/2015

☒ Individual ☐ Partnership
☐ Corporation ☐ Other

Other workplaces not shown above:
See Schedule

2. The policy period is from 12:01 a.m. 1/11/2015 to 12:01 a.m. 1/11/2016 at the insured's mailing address.

3.A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
SC

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.

The limits of our liability under Part Two are:

Bodily Injury By Accident	\$100,000	each accident.
Bodily Injury By Disease	\$500,000	policy limit.
Bodily Injury By Disease	\$100,000	each employee.

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

SEE WC 00-03-28 (A)

D. This policy includes these endorsements and schedules:

WC000308 WC000326A WC000403 WC000404 WC000406A WC000414 WC000415B WC000417B WC000419 WC090001A WC990601

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	CODE NO.	ENTRIES IN THIS ITEM, EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS CONTRACT, DO NOT MODIFY ANY OF THE OTHER PROVISIONS OF THIS POLICY.	ESTIMATED ANNUAL PREMIUM
See Schedule			Manual Premium	\$0.00
			Subject Premium	\$0.00
			Modified Premium	\$0.00
Minimum Premium	\$1,250.00		Minimum Premium Adjustment	\$1,020.00
			Standard Premium	\$1,020.00
			Expense Constant	\$230.00
			Terrorism	0.02
			Catastrophe	0.01
			Total Estimated Annual Premium	\$1,260.00
			Total Fees & Premium	\$1,260.00
			Net Deposit Premium Required	\$1,260.00
			Premium Paid to Date	(\$1,260.00)
			Total Premium Due	\$0.00

Agency Name and Address:
BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

DATE: 1/9/2015

Signature

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WC 99-00-01

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Berkley

ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27985

Administered by Berkley Assigned Risk Services

P.O. Box 59143, Minneapolis, Minnesota 55459-0143

Toll Free (888) 618-7431 Fax (866) 215-8118

www.berkeleyassignedrisk.com policyservices@berkeleyrisk.com

NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY

1. The Insured:

WCIP

JOSE M ORTIZ MENDOZA

dba: ORTIZ CONSTRUCTION

2026 MONTGOMERY ST

NEWBERRY, SC 29108-4516

Date: 2/19/2015

Policy Number: WO-39-84-016495-00

Risk ID:

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015

To: 1/11/2016

Date of Mailing: 2/19/2015

The above policy is cancelled effective 3/26/2015 12:01 a.m. standard time at the insured's mailing address.

Reason for cancellation: Non-Compliance Underwriting Requirements

Failure to complete and return the Underwriting Evaluation letter.

Please complete and return the attached Underwriting Evaluation letter along with the proper documentation. To avoid cancellation, please send the requested information prior to the cancel date of 03/26/2015.

cmn 91 7199 9991 7034 4160 5932

Cancel type: Pro Rata

Agency Name and Address

BB&T Ins Services Inc

3318 W Friendly Ave 400

Greensboro, NC 27410

WO 89 06 09 C
BA 3420 (10/97)

91

03/12/2015 11:18 0033216989

82446LESIESHAIRBALO

PAGE 01

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company - NCCI Carrier Code 27896
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 848-7431 Fax (888) 216-8118
www.berkleyassignedrisk.com policy@berkleyrisk.com

The Insured:
JOSE M ORTIZ-MENDOZA
dba: ORTIZ CONSTRUCTION
2028 MONTGOMERY ST.
NEWBERRY, SC 29108-4516

WCIP

Policy Number: WC-30-34-016485-00
Risk ID:
Tax ID#: F 68-8766458

Policy Period: From: 1/11/2015
To: 1/11/2016

Date of Mailing: 1/10/2015

Underwriting Evaluation Letter

Dear Insured,

Please answer the following questions, and provide all documentation requested below, so that we may complete our underwriting review of your file. You must provide all requested information in order to maintain compliance with the terms and conditions of your Workers' Compensation Insurance Plan (WCIP) policy.

PLEASE RETURN BY 01/28/2015 TO AVOID NONCOMPLIANCE WITH THE TERMS AND CONDITIONS OF YOUR POLICY.

1. If you have no employees, do you intend to hire employees within this policy term? Please provide details on hiring expectations for the remainder of this policy term.

No

2. The governing class code on your policy indicates your business is in the construction industry. The attached Contracting Supplement must be completed, showing all subcontractors you have hired and/or intend to hire during this policy term, and returned with supporting documentation. Retain a copy of the Contracting Supplement, so that you may update our office if changes occur throughout the term.

To avoid significant increases in premium when your audit is completed, you must notify us if any of your above answers change during your policy term.

If you have any additional questions, please call our office at (888) 848-7431.

Any certificates of Workers' Compensation Insurance issued by your agency for this policy must either be issued through our website at www.berkleyassignedrisk.com, or copies must be sent to our office.

It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits. By signing here, I acknowledge that the information I have provided is accurate.

Signed:

Jose M Ortiz

Date: 3-19-15

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03/12/2015 11:18 8833215989

B2446LES LIESHAIRSAO

PAGE 02

JOSE MORTIZ MENDOZA

Contracting Supplement

01/11/2015 - 01/11/2016

WC-39-84-016495-00

Return this completed form within 15 days

Subcontractor, Casual and/or Day Labor - Please provide the requested information for each subcontractor, casual or day laborer hired. If you do not use subcontractors, note this in the below section, and send us last year's annual tax documents to confirm this.

Insured Subcontractors					
Name	Policy Number	Type of Work	Does laborer hire help/employees?	(L)abor, (M)aterials or (B)oth	Gross Payments
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	

(Attach additional pages as needed)

* If Laborer hires help, then records will need to be included with this form.

Uninsured Subcontractors				
Name	Type of Work	Does laborer hire help/employees?	(L)abor, (M)aterials or (B)oth	Gross Payments
Rigoberto Ortiz M.	Construction	Y* (B)	(B) M B	\$ 10 per hour
Jose Pedro Jimenez A.	Construction	Y* (B)	(B) M B	B 10 per hour
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	

(Attach additional pages as needed)

* If Laborer hires help, then records will need to be included with this form.

Required Documentation:

- Worker's Compensation certificates from each insured subcontractor, naming you as certificate holder and covering the dates worked/paid.
- If payments are made for materials, copies of invoices showing materials charges must be provided at your final audit. Without this documentation, payments made to subcontractors and/or for materials will be included when calculating your premium. If material costs are included in your estimates above, provide a breakdown between labor and materials.

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Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Center Code 27895
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (800) 548-7431 Fax (866) 215-8118
www.berkleynassignedrisk.com policy/services@berkleyrisk.com

NOTICE OF REINSTATEMENT OF WORKERS' COMPENSATION POLICY

1. The Insured:

WCIP

Policy Number: WC-39-94-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION

Tax ID#: F 68-9766456

2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Policy Period: From: 1/11/2015
To: 1/11/2016

Date of Mailing: 3/19/2016

The above policy is reinstated as of 12:01 a.m on 03/26/2016

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 89 08 09 C
BA 3480 (10/97)

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South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policyservices@berkleyrisk.com

NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY

1. The Insured:

WCIP

Date: 4/15/2015

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016

Date of Mailing: 4/15/2015

The above policy is cancelled effective 4/30/2015 12:01 a.m. standard time
at the insured's mailing address.

Reason for cancellation: Non-Compliance Underwriting Requirements

Employer identified as having an undisputed premium or other monetary obligation
on a prior workers compensation policy.

Please contact NCCI at 800-622-4123 to resolve this matter.

CMN 91 7199 9991 7034 4164 6669

Cancel type: Pro Rata

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 89 06 09 C
BA 3420 (10/97)

95

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan
Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (800) 215-0118
www.berkleyassignedrisk.com polycyservices@berkleyrisk.com

AUDIT CLOSEOUT NOTICE

1. The Insured:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4616

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 4/30/2015

Date of Mailing: 6/24/2015

Dear Insured,

The final premium for your workers' compensation policy could not be determined because of your failure to return payroll report forms or to allow the completion of a physical payroll audit. Verification of the amount of gross payroll reported is required with the following as acceptable documentation: IRS Forms: 941, 940, 943, Unemployment quarterly reports, IRS form 1040, 1065 or 1120.

You are not in compliance with the audit terms and conditions outlined in part 5.G. of the Standard Workers' Compensation and Employers Liability Policy.

Failure to afford access to your operations for auditing purposes may result in the cancellation of your policy and you may be ineligible for future Workers' Compensation coverage through the Workers' Compensation Insurance Plan.

To comply with the audit requirements, you must allow an auditor access to your records or provide the requested payroll information. Depending on your operation, accounting and/or bookkeeping system, those records could include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. Please be advised you may be entitled to a refund of your premium or billed for additional premium upon completion of the final audit.

If you have any questions or concerns, please contact our office

Policy Services Department

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

Date: 6/24/2015

2012 *

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Will Littlejohn

From: Lynn Chandler <lchandler@hortonlawfirm.net>
Sent: Wednesday, January 20, 2016 3:48 PM
To: Zach S. Naert, Esq.; Will Littlejohn
Subject: Armando Fuentes v. Mays Contracting
Attachments: fuentes.closeout.pdf

Categories: 1.00006-Armando Fuentes vs. Mays Contracting Company LLC

In response to email of 1/19/16 from Zach Naert and subpoena dated 1/14/16 from William Littlejohn, I am attaching another copy of Audit Closeout Notice which was included with the documents produced on 1/13/16. We have been advised by our client that no monies are refunded until the required final physical audit is completed. Since the insured has not cooperated with completing the audit, the final premium could not be determined as stated in the Audit Closeout Notice.

Lynn Chandler
Legal Assistant to Michael A. Farry
Horton, Drawdy, Ward, Mullinax & Farry, P.A.
307 Pettigru Street
Greenville, SC 29601
864-233-4351
lchandler@hortonlawfirm.net

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. FILE NO. 1508997

ARMANDO FUENTES, :
 :
 Claimant, :
 :
 vs. :
 :
 MAYS CONSTRUCTION COMPANY, :
 LLC, :
 :
 Employer. :
 :
 AND :
 :
 BUILDERS MUTUAL INSURANCE :
 COMPANY, :
 :
 Carrier, :
 Defendants. :

DE BENE ESSE DEPOSITION OF JOSE ORTIZ

DATE TAKEN: February 8, 2016
TIME BEGAN: 9:00 a.m.
TIME ENDED: 9:54 a.m.
LOCATION: 2026 Montgomery Street
Newberry, South Carolina
REPORTED BY: Tami I. Watters, RPR, CRR
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202
(803) 212-0012

98

1 APPEARANCES:

2 NAERT & DUBOIS, LLC
3 BY: MR. JOSEPH DUBOIS
4 22 New Orleans Road, #1
5 Hilton Head Island, South Carolina 29928
(843) 686-5500
joe@lowcountrylegal.com
Representing the Claimant

6 HOLDER PADGETT LITTLEJOHN & PRICKETT, LLC
7 BY: MR. WILLIAM T. LITTLEJOHN
8 210 Wingo Way
Suite 201
9 Mt. Pleasant, South Carolina 28464
(843) 278.0100
wlittlejohn@hplflaw.com
Representing the Employer/Carrier

10 HORTON, DRAWDY, WARD, MULLINAX & FARRY, P.A.
11 BY: MR. MICHAEL FARRY
12 307 Pettigru Street
Greenville, South Carolina 29601
13 (864) 233-4351
mfarry@hortonlawfirm.net
14 Representing Riverport Insurance Company

15 ALSO PRESENT:

16 TERESA SAMPSON - INTERPRETER
17
18
19
20
21
22
23
24
25

9.9

1	I N D E X	
2		PAGE
3	Stipulation	4
4	EXAMINATION	
5	By Mr. Littlejohn	4
6	By Mr. Farry	11
7	By Mr. DuBois	13
8	Certificate of Reporter	24
9		
10		
11		
12	E X H I B I T S	
13	(None Marked.)	
14		
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Page 4

1 (It is hereby stipulated and agreed by
2 and between counsel for the respective parties
3 that this deposition is being taken in
4 accordance with the South Carolina Rules of
5 Civil Procedure, and that the deponent waives
6 reading and signing of this deposition
7 transcript.)

8 ---

9 TERESA SAMPSON, after having been first
10 duly sworn to interpret from English to
11 Spanish and Spanish to English, interpreted as
12 follows:

13 ---

14 JOSE ORTIZ, after having been first duly
15 sworn, was examined and testified as follows:

16 ---

17 EXAMINATION

18 ---

19 BY MR. LITTLEJOHN:

20 Q State your name.

21 A Jose Ortiz.

22 Q Where do you live?

23 A In Newberry, South Carolina.

24 Q And we're at your home now?

25 A Yes.

Page 5

1 Q I'm laughing at the train.
2 2026 Montgomery Lane, Newberry, South Carolina?

3 MR. FARRY: Montgomery Street.

4 BY MR. LITTLEJOHN:

5 Q Montgomery Street?

6 A Yes.

7 Q And where do you work?

8 A I work -- I don't have a steady job. I
9 just -- I don't have a steady job. I work wherever
10 there is a job available. I work in Texas, I work
11 in Florida, I work in South Carolina.

12 Q What type of work do you do?

13 A I work.

14 Q Okay. Are you able to speak or read
15 English?

16 A No.

17 Q Okay. You have purchased workers'
18 compensation insurance before?

19 A Yes.

20 Q In 2014 you bought insurance through
21 Companion Insurance?

22 A Yes.

23 Q Okay. They did not renew your insurance
24 for 2015?

25 A I can't remember what company it was so I

Page 6

1 don't know.

2 Q Do you recall purchasing insurance with
3 Riverport Insurance?

4 A Uh-huh. I did buy one, but I can't
5 remember the name of the company.

6 Q Okay. You paid \$1250 to a company for
7 insurance in 2015. Do you remember that?

8 A Yes.

9 Q All right. In February of 2015 they
10 canceled your insurance. You don't recall?

11 A I think so.

12 MR. FARRY: I need a verbatim translation
13 of what he just said.

14 THE WITNESS: I think so.

15 MR. FARRY: Thank you.

16 BY MR. LITTLEJOHN:

17 Q The insurance was reinstated after you
18 completed --

19 MR. FARRY: Object to leading the
20 witness.

21 BY MR. LITTLEJOHN:

22 Q -- after you completed a document. Have
23 you ever seen this before?

24 A Yes.

25 Q Is that your signature?

Page 7

1 A Yes.

2 Q The date is March 19th, 2015?

3 A Yes. Yes, sir.

4 MR. LITTLEJOHN: And, for the record,
5 that's Riverport's APA page 102.

6 BY MR. LITTLEJOHN:

7 Q Are you aware your policy was canceled a
8 second time?

9 A Yeah. I got a letter where it stating
10 that the policy was being canceled.

11 Q Okay. Is this the letter you received?
12 This is page 95 --

13 A I don't know. I don't remember. I
14 don't -- I don't ever keep records of paperwork.

15 Q Okay.

16 MR. FARRY: What APA were you referring
17 to?

18 MR. LITTLEJOHN: Page 95 of Mays
19 Contracting. My APA.

20 MR. FARRY: Is it 95?

21 MR. LITTLEJOHN: Mine was.

22 MR. FARRY: All right. Thank you.

23 BY MR. LITTLEJOHN:

24 Q The old policy we talked about a moment
25 ago with Companion from 2014, did you pay them

Page 8 1 additional premiums? 2 A Yes. 3 Q Okay. \$6,531? 4 A I can't remember, but I did pay money. 5 Q That's a lot of money, \$6500. 6 A Yes. I know it's a lot of money. 7 Q Does that sound right? 8 A I can't remember precisely, but 9 altogether I was supposed to pay 7,000 something. 10 I sent an initial payment of 1200 and then I paid 11 the rest later on. 12 Q Okay. And I'm showing you page 88 of 13 Defendant's APA. Does this reflect what you paid? 14 A That's what I paid. Exactly I don't know 15 how much, but if it's there, it's there. 16 Q When did you pay that? 17 A I can't remember. 18 Q Okay. Do you have any idea when you paid 19 that? Try. 20 A I can't remember when I got the other 21 policy but it was around that time. But I pay that 22 money. 23 Q When did you get that other policy? 24 A I can't remember. But around September, 25 somewhere around there.	Page 10 1 someone -- well, Mr. Wyatt calling you and trying 2 to schedule an appointment with you? 3 A There only was -- the only ones that have 4 made an appointment with myself, with me, I have 5 been called to come to court and I have gone to 6 court, but when I get there I find out that it has 7 been canceled. 8 Q Okay. Did anyone from Riverport ask to 9 come look at your records? 10 A A lot of people have called me, but I 11 don't know who they are or anything because I don't 12 speak English. 13 Q Okay. Did Riverport ever call to assist 14 you once your policy was canceled the second time? 15 A I couldn't tell you that's true or not 16 because a lot of people have called me. 17 Q Okay. Do you recall receiving a 18 phone call from Riverport since your policy was 19 canceled? 20 A I can't remember. They send me letters 21 once it was canceled. 22 MR. LITTLEJOHN: No further questions. 23 --- 24 25
Page 9 1 Q Did Riverport ever return the \$1250 to 2 you? 3 A No. 4 Q Have you ever spoken with someone named 5 Wade Wyatt? 6 A No. I'm not sure. I have talked to a 7 lot of people, but I'm not sure who I have talked 8 to. 9 Q There's a note that says Mr. Wyatt from 10 Berkley Risk called you or called (803)924-4895. 11 Is that your phone number? 12 A Yes, that's my number. 13 Q This note indicates the Mr. Wyatt called 14 you and canceled -- and you canceled the 15 appointment stating that you were unable to 16 complete an audit. 17 A I'm not sure about that. 18 Q It goes on to say that you will have a 19 translator call the auditor back. Do you recall 20 that -- 21 A Me? 22 Q Do you recall that ever happening? 23 A I have never said to anybody that I was 24 gonna hire or have any interpreter. 25 Q Okay. Do you recall Mr. Wyatt or	Page 11 1 --- 2 EXAMINATION 3 --- 4 BY MR. FARRY: 5 Q It's Mike Farry. I represent Riverport 6 Insurance Company. 7 You currently live at 2026 Montgomery 8 Street, Newberry, South Carolina? 9 A Yes. That's here. I live here. 10 Q How long have you lived at this address, 11 sir? 12 A I can't remember. 13 Q More than two years? 14 A Yes. 15 Q More than four years? 16 A I don't know. 17 Q You were living here in 2015? 18 A Yes. 19 Q And your cell phone number is 20 (803)924-4895? 21 A Yes. 22 Q I'm gonna show you a document that's APA 23 page 97 and ask you if that's your signature. 24 A Yes. 25 Q Were you the owner of Ortiz Construction,

102

Page 12	Page 14
1 O-R-T-I-Z Construction, in 2015? 2 A Yes. 3 Q Is that company still in business now? 4 A Yes, but I have to declare that that's 5 not a company. 6 Q It's not a company? It's a sole 7 proprietorship? You own it? 8 A Yes. 9 Q Did you ever pay Riverport Insurance more 10 than \$1250? 11 A I don't know if that's the same company 12 or not, but the company that I send \$1,200 (sic), 13 the same company, I send the rest of the money to 14 them, too. 15 Q You testified you did that for Companlon 16 in 2014; is that right? 17 A I don't understand. 18 Q You're not sure how much money you sent 19 to Riverport Insurance Company, are you? 20 A I'm not sure exactly how much I sent, but 21 I did send what I was being charged for. 22 Q And you're not sure who's contacted you 23 about looking at your records and payroll for your 24 company, are you? 25 A They send an African American person from	1 Q Do you know Armando Fuentes? 2 A I've seen him. 3 Q When have you seen him? 4 A It's been a while. 5 Q Is he a former employee of your company? 6 A No. If you're saying that's who I -- and 7 when has he proved that he was actually working for 8 me? 9 Q Have you paid him money to do roofing 10 work? 11 A No. 12 Q Never paid Armando Fuentes money to do 13 roofing work? 14 A I don't even know him. I don't even know 15 him. 16 Q Do you employ a person named Monkey? 17 A I have -- employ a lot of people that 18 they've been called by different forms. 19 Q Is one of those persons nicknamed Monkey? 20 A No. I don't know. 21 Q What is the nature of the work of your 22 construction? What is the business you're in? 23 A I do everything. 24 Q Do you do roofing work? 25 A I've been here working here for over 30
Page 13	Page 15
1 that company. 2 Q And in 2015 you still had the same cell 3 phone number, (803)924-4895? 4 A Yes. 5 MR. FARRY: I don't have any further 6 questions. Thank you, sir. 7 THE WITNESS: Okay. That's fine. 8 MR. LITTLEJOHN: Joe, do you have any 9 questions? 10 MR. DuBOIS: I do. Thank you. 11 --- 12 EXAMINATION 13 --- 14 BY MR. DuBOIS: 15 Q Mr. Ortiz, good morning. 16 A Good morning. 17 Q My name is Joseph DuBois, and I represent 18 Mr. Fuentes. If you would, please, tell me your 19 relationship to Mr. Fuentes. 20 A None. 21 Q Do you know who I'm talking about? 22 A Yeah. If you're saying so, you're 23 mentioning someone by the name Fuentes. 24 Q Do you know Armando Fuentes? 25 A Pardon me?	1 years. I worked just about everything. I've been 2 working cleaning houses, cleaning bathrooms and 3 everything. Everything that I can get paid for, I 4 do it. 5 Q Have you subcontracted with 6 Mays Contracting to do roofing work in 2015? 7 A I work for them if job comes. And not 8 just for him, for anybody. 9 Q I'm sorry. Can you please repeat that? 10 A Yeah. I have worked for them in the 11 past, yes, but not just for them. I will work for 12 anybody that offers me a job. 13 Q Again, did you work for Mays Construction 14 as a subcontractor for roofing in 2015? 15 A I have long time working for several of 16 them. 17 Q For who? 18 A For several of them. 19 Q Mr. Ortiz, I need you to answer my 20 question. My question is: Did you work for Mays 21 in 2015 as a roofing subcontractor? 22 A I've told you already I have worked for 23 them and for many others. 24 Q I'll take that as a yes. Is that a yes, 25 sir?

Page 16	Page 18
1 A I worked for many of them. 2 Q Mr. Ortiz, I don't care about other 3 companies. Today we're asking you about Mays. Do 4 not answer me with other companies that you worked 5 for. I did not ask that question. My question is 6 as to Mays. 7 A And I'm telling you and I'm answering 8 that I worked for them and for many others. 9 Even -- I can even work for you if you ask me to. 10 Q Okay. How many projects did you work for 11 Mays in 2015? 12 A I don't know. 13 Q Do you keep records of such things? 14 A No. 15 Q Do you keep records of your employees or 16 subcontractors that work with you on these roofing 17 jobs? 18 A No, because they're family. The people 19 that works for me are family. 20 Q Is Armando Fuentes related to you? 21 A No. 22 Q Do you have records of payments that you 23 made to your employees? 24 A No. 25 Q Do you regularly pay your employees in	1 BY MR. DuBOIS: 2 Q If he didn't work for you, why did you 3 take him to the hospital? 4 A Because anyone that will ask me to take 5 him, I will take him. 6 Q Why were you with him on the day you took 7 him to the hospital? 8 A No, I wasn't with him. 9 Q Why were you with him that day? 10 A I wasn't with him. I wasn't with him. 11 Q Where did you pick him up? 12 A On the streets. 13 Q Which street? 14 A I don't know. 15 Q What time of day? 16 A I don't know. 17 Q What made you think to go pick up 18 Armando Fuentes on a street and take him to the 19 hospital? 20 A Nothing. He just asked me for a ride and 21 I took him to the hospital. 22 Q Does he have your phone number? 23 A I don't know. A lot of people have my 24 phone number. 25 Q I'm sorry?
Page 17	Page 19
1 cash? 2 A I don't have any other way. 3 Q Do you maintain a business checking 4 account? 5 A No. 6 Q Did you drive Armando Fuentes to the 7 hospital after his fall? 8 A I took him but he didn't fall. I gave 9 him a ride but he didn't fall. I gave him a ride 10 but he did not fall. 11 Q Okay. On what day did you drive Armando 12 to the hospital? 13 A I don't know. 14 Q In what vehicle did you transport him? 15 A I don't know. I can't remember. 16 Q For what injury were you bringing him to 17 the hospital? 18 A He say that -- 19 MS. SAMPSON: The interpreter needs 20 clarification for the term he used. 21 --- 22 (Interpreter clarifying with Mr. Ortiz.) 23 --- 24 THE WITNESS: Because he say his foot was 25 hurting.	1 A I don't know. A lot of people do have my 2 phone number. 3 Q So he called Mr. Ortiz on the phone to 4 request a transport to the hospital; is that 5 correct? 6 A No. 7 Q How did he get in touch with you? 8 A I don't know. I arrived where I was 9 working and he was there, and he was already not 10 willing to walk. 11 Q Why was he on the job site if he wasn't 12 an employee of your company? 13 A I don't know who that is. 14 Q You don't know who he is but you took him 15 to the hospital in your own vehicle? 16 A Yeah. I could take anybody to the 17 hospital, but not just because I take somebody to 18 the hospital it means that I know him. I could 19 take any of you right now to the hospital or take 20 you anywhere and I don't know you. 21 Q Mr. Ortiz, I want to remind you you're 22 under oath. This is sworn testimony. 23 A Yes, I know that. But I cannot tell you 24 that he fell right there and then because I didn't 25 see that.

Page 20 1 Q Mr. Ortiz, I'm asking the questions and 2 you need to give answers to my questions. You 3 don't get to ask questions. 4 My question to you earlier was whether or 5 not Armando Fuentes was employed with you, and your 6 answer was no. Do you wish to change that? 7 A Okay. If you're telling me to say that 8 he was working for me, okay, yes. 9 Q All right. Pursuant to that work, was he 10 injured? 11 A I don't know. 12 Q You weren't present at the time of his 13 injury; is that correct? 14 MR. LITTLEJOHN: Say it again, Joe. 15 BY MR. DuBOIS: 16 Q Mr. Ortiz, you were not present at the 17 time of his injury; is that correct? 18 A I didn't see him. 19 Q Okay. Do you know how soon thereafter 20 you arrived to the job site that day? 21 A No, I don't know. If you're telling me 22 that I have to answer all your questions and you 23 want me to say yes, yes. 24 Q Mr. Ortiz, how did Armando tell you he 25 was injured?	Page 22 1 anything. 2 Q Okay. When you began the project where 3 Mr. Fuentes was hurt, did you provide 4 Mays Contracting with a Certificate of Insurance? 5 A I don't understand. 6 Q Okay. Have you ever provided 7 Mays Contracting with a Certificate of Insurance? 8 A Yes. 9 Q Okay. Did you provide a Certificate of 10 Insurance to Mays for the job which Armando got 11 hurt? 12 A I provide a policy of insurance when I 13 start working in a project. Let's say if I start 14 working for a company, I provide it with a 15 Certificate of Insurance at that time and then 16 that's the only times that I provide him with one. 17 Q Okay. I want to restrict the 18 questions -- the next few questions to just the 19 project where Armando got hurt. 20 Did you provide Mays with a Certificate 21 of Insurance at the beginning of that project? 22 A No. No, because I cannot provide proof 23 at every single job. 24 Q Okay. Do you remember the date that that 25 specific job began?
Page 21 1 A I don't know. I can't remember. 2 Q Mr. Ortiz, did you ask Mr. Fuentes how he 3 was injured? 4 A No. 5 Q But you took him to the hospital, 6 correct? 7 A If you're telling me I have to say yes, 8 yes. 9 Q I want you to answer truthfully, sir. 10 A That's the truth. If you're telling me 11 to say yes, yes. 12 Q Did you instruct Mr. Fuentes to lie to 13 the physician about how he was injured? 14 A No. 15 Q Do you remember which project this 16 incident occurred at? 17 A No. 18 Q Do you remember how much you paid 19 Mr. Fuentes for work on that project? 20 A I didn't pay him for that job anything. 21 Q I'm sorry. How much do you typically pay 22 your employees? 23 A Well, it all depends. If we work two or 24 three days, I usually pay them \$100 per day. But 25 if we don't work, of course I don't pay them	Page 23 1 A No. 2 Q Do you have records that we can look to 3 for this information? 4 A No. 5 Q I think this is my last question. How 6 many employees does your business regularly employ? 7 A Sometimes one, sometimes two, sometimes 8 three, sometimes four, sometimes nobody. 9 MR. DuBOIS: I have no further questions. 10 Thank you. 11 MR. LITTLEJOHN: No further questions. 12 MR. FARRY: I have no questions. 13 MS. WATTERS: Would everyone like a copy? 14 MR. FARRY: Yes. 15 MR. LITTLEJOHN: Yes. 16 --- 17 (Witness excused.) 18 --- 19 (Deposition concluded at 9:54 a.m.) 20 --- 21 22 23 24 25

CERTIFICATE OF REPORTER

I, Tami I. Watters, Registered
Professional Reporter and Notary Public for the
State of South Carolina at Large, do hereby
certify:

That the foregoing deposition was taken
before me on the date and at the time and location
stated on page 1 of this transcript; that the
deponent was duly sworn to testify to the truth,
the whole truth and nothing but the truth; that the
testimony of the deponent and all objections made
at the time of the examination were recorded
stenographically by me and were thereafter
transcribed; that the foregoing deposition as typed
is a true, accurate and complete record of the
testimony of the deponent and of all objections
made at the time of the examination to the best of
my ability.

I further certify that I am neither
related to nor counsel for any party to the cause
pending or interested in the events thereof.
Witness my hand, I have hereunto affixed my
official seal this 8th day of February, 2016, at
Lexington, Lexington County, South Carolina.

Tami I. Watters,
Registered Professional Reporter
Notary Public
State of South Carolina at Large
My Commission expires:
February 6, 2019

106

Naert and DuBois, LLC

Joseph DuBois, Esq.
Zach S. Naert, Esq.
Michael Bennett, Esq.

Attorneys at Law

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Fax: (843) 686-5501
www.LowcountryLegal.com

January 12, 2016

VIA USPS

William T. Littlejohn, Esquire
Holder, Padgett, Littlejohn & Prickett, LLC
210 Wingo Way, Suite 201
Mount Pleasant, SC 29464

Re: Armando Fuentes v. Mays Contracting Co., LLC and Jose M. Ortiz Mendoza d/b/a Ortiz
Construction
WCC File #: 1508997

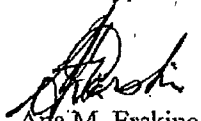
Dear Mr. Littlejohn:

Enclosed herewith and served upon you, by USPS, please find the *Claimants APA Index and APA Submissions* (Hard copy) as requested along with the *Certificate of Service* in regards to the above referenced Worker's Compensation claim.

If you should have any questions, please do not hesitate to contact our office.

With kind regards, I am,

Sincerely,


Anna M. Erskine
Paralegal

/ame

Enclosures

Armando Fuentes,

Claimant,

v.

Mays Contracting Company, LLC

Employer,

and

Builders Mutual Insurance Company,

Insurance Carrier,

and

Ortiz Construction,

Employer,

and

Riverport Insurance Company,

Insurance Carrier.

SOUTH CAROLINA WORKERS'
COMPENSATION COMMISSION

WCC File # 1508997

CLAIMANT'S
APA INDEX

<u>Page</u>	<u>Description</u>
1-19	06/30/2015 – Newberry County Memorial Hospital – Medical records from Claimant's injuries resulting from Claimant's work injury.
20-29	06/30/2015 - 07/16/2015 – Palmetto Bone & Joint, P.A. – Medical records from Claimant's injuries resulting from Claimant's work injury.
30-31	Photos of Claimant's leg and foot after surgery was performed on ankle/leg.
32-65	09/16/2015 – Deposition of Armando Fuentes by W. Strat Savrou.
66-81	09/16/2015 – Deposition of Thaddeus Everett Mays by Joseph DuBois.
82-85	10/26/2015 – Letter from Berkley Assigned Risk Services to Claimant regarding cancellation of workers' compensation insurance policy for Jose Ortiz Mendoza effective 04/30/2015.

Jul 15, 2015 11:13AM

No. 3157 P. 1/3

164984-1
V660610

Naert and DuBois, LLC

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Fax: (843) 686-5501
www.LowcountryLegal.com

mail
bcc

July 15, 2015

VIA FACSIMILE

RECEIVED

JUL 15 2015

Newberry County Memorial Hospital
2669 Kinard Street
Newberry, SC 29108
Fax: (803) 276-8518

Re: My Client/Your Patient: Armando Fuentes
DOB: 08/26/1987 *PL*

To Whom It May Concern:

Please be advised that my office represents Armando Fuentes regarding his treatment for injuries sustained from a work related accident on June 30, 2015. I am informed that Mr. Fuentes was treated in your office and rendered testing and/or treatment.

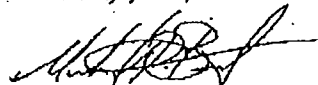
I have enclosed an Authorization for Release of Medical Information which has been signed by Mr. Fuentes. I would appreciate your providing us with any and all of the following information from 6/30/2015 through the present date:

Complete Medical Records and Reports (Diagnosis, treatment, and Prognosis);
Treatment/Office Notes;
Emergency Room Records;
X-Ray reports/X-Ray Films/MRI/Ct Scans;
Laboratory Reports; and
Printout of Invoices for all dates related.

If financial arrangements must be made prior to the forwarding of this information, please let me know. If you should have any questions, please do not hesitate to contact me.

With kind regards, I am

Sincerely yours,



Michael P. Bennett

Fuentes APA - 1

H. P. Port
16
7-16-15

AUTHORIZATION AND RELEASE FOR MEDICAL RECORDS
IN ACCORDANCE WITH HIPAA RULES AND REGULATIONS

TO: Armando Fuentes

I, Armando Fuentes (hereinafter "Patient") hereby authorize the designated records custodian for the above-named physician, hospital, institution, firm or corporation (the "Provider"); to release, upon presentation of this authorization, to attorneys Joseph DuBois, Zachary S. Naert, and/or Naert and DuBois, LLC, having an office located at 22 New Orleans Road #1, Post Office Box 7228 (29938) Hilton Head Island, South Carolina 29928, Telephone (843) 686-5500, Fax (843) 686-5501, and any of its agents or designees, copies of any and all recorded information concerning Patient, including by way of example, but not limited to the following:

✓ All medical records, physicians' records, surgeons' records, x-rays, CAT scans, MRI films, photographs, and any other radiological, nuclear medicine, or radiation therapy films, pathology materials, slides, tissues, laboratory reports, discharge summaries, progress notes, consultations, prescriptions, pharmacy records, records of drug abuse and alcohol abuse, HIV/AIDS diagnosis or treatment, physicals and histories, nurses' notes, patient intake forms, correspondence, psychiatric records, psychological records, social worker's records, insurance records, consent for treatment, statements of account, bills invoices, or any other papers concerning any treatment, examination, periods or stays of hospitalization, confinement, diagnosis or other information pertaining to and concerning the physical or mental condition of Patient.

✓ This release authorizes the Provider to release the entire, un-redacted records, pursuant to 45 CFR § 164.508 (HIPAA Authorization Requirements for Release of Protected Health Information), 42 CFR part 2 (Federal Requirements for Release of Alcohol and/or Drug Abuse Program Records), and 38 CFR Part 1 (Release of HIV/AIDS, Sickle Cell Anemia, Drug Abuse, Alcoholism or Alcohol Abuse Records by the Department of Veteran Affairs (the "VA")). This release also authorizes the Provider to discuss the above referenced patient's medical situation, diagnosis, prognosis, or treatment with the above-referenced attorneys. The purpose for the release of the requested information is for possible use in a civil lawsuit.

✓ We understand that we may revoke this authorization at any time as explained by the Provider in its Notice or Privacy Practices, except to the extent that action has already been taken in reliance upon this authorization and release of medical records. We also understand that we have the right to refuse to sign this authorization and release of medical records.

You are hereby released from any and all liability in connection with the disclosure of records, documents, writings and physical evidence to the above firms. This authorization is continuing in nature and is to be given full force and effect to release any and all of the foregoing information learned or determined after the date hereof until the end of the litigation referenced above. This authorization also includes the authority to copy and inspect any and all such information. A copy of this authorization may be used in place of and with the same force and effect as the original.

Patient

Signature:

Armando Fuentes

Date:

July 9, 2015 ✓

Patient

Name:

Armando Fuentes

Date of Birth:

August 26 1997 ?

SSN:

Address:

1244 Kinard Streetlot 22 NewberryS.C., 29108

EMERGENCY ROOM CONSULTATION:

Patient: FUENTES, ARMANDO Clinical Report - Physicians/Mid Levels
MRN: M001649847 Newberry County Memorial Hospital
VisitID: V00000660670 2669 Kinard Street, Newberry, SC 29108 803-276-7570
25y, M Registration Date/Time: 06/30/2015 9:53

Time Seen: 10:44.
Arrived- By private vehicle. Historian- patient.

HISTORY OF PRESENT ILLNESS

Chief Complaint: Injury to the right foot and right ankle. The injury happened today. Occurred at work. (ptn initially said tripped and fell but later co worker said he fell ? 20 ft from a building).

The patient sustained a twisting injury. Fell.

Patient is experiencing severe pain. Patient also notes injury to the right lower extremity (hip) and (knee).

REVIEW OF SYSTEMS

The patient has had swelling. No tingling or numbness.

PAST HISTORY

See nurses notes.

SOCIAL HISTORY

Light tobacco smoker.

PHYSICAL EXAM

Vital Signs: 06/30/2015 10:03 BP: 132/71. HR: 65. RR: 20. O2 saturation: 100%. Temp: 97.4 F. Pain level now: 10/10.

Appearance: Alert. Oriented X3.

Head: Head atraumatic.

Eyes: Pupils equal, round and reactive to light.

ENT: Ears normal. Nose normal.

Neck: Neck supple.

CVS: Normal heart rate and rhythm. Heart sounds normal.

Respiratory: No respiratory distress. Breath sounds normal.

Abdomen: No visible injury. Soft and nontender. Bowel sounds normal.

Back: No vertebral point tenderness.

Extremities: Right posterior ankle: deformity and moderate tenderness and swelling. Limited movement (diminished plantar flexion). Neurovascular intact distally.

Neuro, Vascular and Tendons: Decreased light touch sensation in the right great toe, second toe, third toe, fourth toe and fifth toe (mild). Does not have right dorsal foot sensory deficit. Motor intact.

Gait: Gait not tested due to pain.

Neuro: No alteration in mental status. No cranial nerve deficit. No weakness.

CLINICAL IMPRESSION

Closed right lateral malleolus fracture and right medial malleolus fracture (comminuted intraarticular distal tibial fx).
Fall from building.

Fuentes APA - 4

(Electronically signed by Ronald Price, M.D. 06/30/2015 11:53)

Patient: FUENTES, ARMANDO Clinical Report - Nurses
MRN: M001649847 Newberry County Memorial Hospital
VisitID: V00000660670 2669 Kinard Street, Newberry, SC 29108 803-276-7570
25y, M Registration Date/Time: 06/30/2015 9:53

TRIAGE

Triage time 10:02. Acuity: LEVEL 4.
Chief Complaint: FALL and (WAS WALKING, SLIPPED AND TWISTED RIGHT ANKLE.).
--10:08 06/30/2015 Andrea Griffith

10:03 06/30/15. BP: 132/71. HR: 65. RR: 20 (regular and unlabored). O2
saturation: 100% on room air. Temp: 97.4 F (oral). Pain level now: 10/10.
--10:08 06/30/2015 Andrea Griffith.

Medications
None. --10:03 06/30/2015 Andrea Griffith.

Allergies
No Known Drug Allergy. --10:03 06/30/2015 Andrea Griffith.

History
Arrived by private vehicle. Historian: patient, using an interpreter.
Accompanied by friend. No primary care physician.
SOCIAL HX: Light tobacco smoker (cigarette)- less than 1/2 a pack per day.
No alcohol use or drug use. No infectious disease exposure.

ABUSE ASSESSMENT: Abuse is not suspected. No report of abuse.

NUTRITIONAL RISK ASSESSMENT: The nutritional risk assessment revealed no
deficiencies.

FUNCTIONAL ASSESSMENT: Functional assessment: no impairments noted.

LEARNING NEEDS ASSESSMENT: The learning needs assessment revealed no
barriers.

SKIN INTEGRITY ASSESSMENT: Skin integrity risk assessment completed. No skin
integrity risk identified. --10:08 06/30/2015 Andrea Griffith.

PROBLEMS:
NONE. --10:03 06/30/2015 Andrea Griffith.

ADDITIONAL SURGERIES:
no known surgeries.

Assessment

Fuentes APA - 5

GENERAL / NEURO / PSYCH: Alert. Oriented X 4. Appears in no acute distress. Appears in pain. Patient appears calm and cooperative.
RESPIRATORY: Respirations not labored.
EXTREMITIES: Extremity pulses are within normal limits. Right ankle: tenderness, swelling and deformity.
SKIN: Mucous membranes are pink. Skin is warm and dry. --10:08 06/30/2015 Andrea Griffith.

Interventions

ID band on patient. To waiting room. --10:08 06/30/2015 Andrea Griffith.

PHYSICAL ASSESSMENT

10:45 06/30/15.

GENERAL / NEURO / PSYCH: Alert. Oriented X 4. He appears uncomfortable.

HEENT: Pupils equal, round and reactive to light.

RESPIRATORY: Respirations not labored. Chest nontender.

CVS: Pulses within normal limits. Capillary refill less than 2 seconds.

GI / GU: Abdomen soft and nontender.

EXTREMITIES: Neuro-vascular status intact to the extremity. Left ankle: tenderness, swelling and deformity. Limited ROM secondary to pain.

SKIN: Skin intact. Skin is warm and dry. --12:53 06/30/2015 Ashley Berry.

NURSING PROGRESS NOTES

(ICE PACK APPLIED AND LEFT LEG ELEVATED). --10:07 06/30/2015 Andrea Griffith

Two patient identifiers checked. Call light placed in reach. Side rails up
x 1. Bed placed in lowest position. Brakes of bed on. --10:43 06/30/2015 Tracy Harris

10:44 06/30/15. (DR PRICE AT BEDSIDE FOR EVALUATION.). --10:45 06/30/2015 Ashley Berry

11:09 06/30/2015 Site #1 started via IV in the right antecubital space with an 22g anglocath, with aseptic technique and good blood return; one attempt. Blood drawn: rainbow set. Labeled in the presence of the patient and sent to the lab. Saline lock flushed with 10 mL saline. --11:11 06/30/2015 Ashley Berry

11:10 06/30/2015 Zofran (Ondansetron HCl) IVP 4 mg given over 2 minute(s) via site #1. Allergies verified and confirmed 5 rights. IV patency established site checked: no pain, redness, or swelling (PER A. SINCLAIR, RN). --11:12 06/30/2015 Ashley Berry

11:12 06/30/15. (PORTABLE XRAY PERFORMED AT BEDSIDE.). --11:12 06/30/2015 Ashley Berry

11:12 06/30/2015 Morphine IVP 4 mg given over 2 minute(s) via site #1. Allergies verified and confirmed 5 rights. IV patency established site checked: no pain, redness, or swelling (PER A. SINCLAIR, RN). --11:13 06/30/2015 Ashley Berry

11:14 06/30/2015 Ativan (LORazepam) IVP 0.5 mg given over 2 minute(s) via site #1. Allergies verified, confirmed 5 rights and sedative warning given to the patient. IV patency established site checked: no pain, redness, or swelling (PER A. SINCLAIR, RN). --11:14 06/30/2015 Ashley Berry

11:14 06/30/15. Pulse oximeter applied; monitor alarms on. --11:19 06/30/2015 Ashley Berry

11:33 06/30/15. (DR PRICE ON PHONE WITH DR MILNER TO DISCUSS PT'S POC.).
Fuentes APA - 6

--11:34 06/30/2015 Ashley Berry

11:35 06/30/15. Reassessment after medication administered. He has had no adverse reaction. Overall patient status is the same- he states feels the same.

GENERAL / NEURO / PSYCH: The patient reports pain that is located in the right ankle. Alert. Oriented X 4.

RESPIRATORY: No respiratory distress.

SKIN: Skin is warm and dry. --11:36 06/30/2015 Ashley Berry

11:35 06/30/15. HR: 62. O2 saturation: 100%. Pain level now: 10/10. --11:36 06/30/2015 Ashley Berry

(DR PRICE ON PHONE WITH DR MILNER FOR CONSULT). --11:39 06/30/2015 Adrian Sinclair

(PT HAS BEEN ACCEPTED PER DR MILNER). --11:40 06/30/2015 Adrian Sinclair

(3RD FLOOR AWARE OF NEED FOR ROOM ASSIGNMENT). --11:46 06/30/2015 Adrian Sinclair

11:50 06/30/15.

GENERAL / NEURO / PSYCH: The patient reports new onset of localized numbness (RIGHT TOES). Alert. Oriented X 4.

CVS: Capillary refill less than 2 seconds.

SKIN: Skin is warm and dry. --11:56 06/30/2015 Ashley Berry

Patient transported to CT by stretcher with tech. (11:54 Jun 30 2015). --11:56 06/30/2015 Ashley Berry

Patient returned from CT by stretcher with tech. (12:02 Jun 30 2015). --12:02 06/30/2015 Ashley Berry

12:12 06/30/2015 Morphine IVP 5 mg given over 2 minute(s) via site #1. Allergies verified and confirmed 5 rights. IV patency established site checked: no pain, redness, or swelling (PER A. GRIFFITH, RN). --12:12 06/30/2015 Ashley Berry

12:12 06/30/15. BP: 130/70. HR: 60. O2 saturation: 100%. --12:13 06/30/2015 Ashley Berry

12:47 06/30/15. Short leg posterior OCL lower extremity splint applied to right ankle and foot by nurse. Distal pulses intact, sensation intact and motor within normal limits (SECURED WITH 4 IN x3 ACE BANDAGES. 4 IN SOFT ROLL x2 APPLIED TO ANKLE/LEG.). --12:48 06/30/2015 Ashley Berry.

DISPOSITION / DISCHARGE

13:50 06/30/2015 Site #1 in place upon admission; patent, no pain and no signs of infiltration. --14:13 06/30/2015 Ashley Berry

Departure time: 13:50 Jun 30 2015. Condition at departure: improved and stable. The goals identified in the patient's plan of care were met. Fall risk assessment completed. Risk factors identified. Admitted to Medical (11:45). Report was given to a nurse via a phone call. Report included patient's care and treatment and medications given to the patient in the ED. (CASEY (13:49)). Bed requested (11:45). Bed obtained (11:49 (ROOM 329)). Patient's personal items include: shirt and pants; items were placed in belongings bag and given to the family. Collection of belongings was witnessed by 2 nurses. --14:13 06/30/2015 Ashley Berry

13:50 06/30/15. Pain level now: 5/10. --14:13 06/30/2015 Ashley Berry.
Fuentes APA - 7

CODING SUMMARY

Patient: FUENTES, ARMANDO

DOS: 06/30/2015

MR#: M001649847

Age/sex: 25y/M

Doctor: Ronald Price, M.D. Vslit ID: V00000660670

Template:

--- CASE COMPLEXITY (marked items only)

Clinical Impression:

Fall from building.

Closed right lateral malleolus fracture and right medial malleolus fracture
(comminuted intraarticular distal tibial fx).

--- ICD-9 / ICD-10 CODES (marked items only)

Fall from building.

ICD-9 codes:

E882	Accidental fall from or out of building or other structure
E890.8	Other accident resulting from conflagration in private dwelling
E897	Accident caused by controlled fire not in building or structure

ICD-10 codes:

W13.8xxA	Fall from, out of or through other building or structure, initial encounter
W13.9xxA	Fall from, out of or through building, not otherwise specified, initial encounter
X02.3xxA	Fall from burning building or structure in controlled fire, initial encounter
X03.3xxA	Fall due to controlled fire, not in building or structure, initial encounter
X00.3xxA	Fall from burning building or structure in uncontrolled fire, initial encounter

Closed right lateral malleolus fracture and right medial malleolus fracture
(comminuted intraarticular distal tibial fx).

ICD-9 codes:

824.6	Trimalleolar fracture, closed
824.4	Bimalleolar fracture, closed

ICD-10 codes:

S82.851A	Displaced trimalleolar fracture of right lower leg, initial encounter for closed fracture
S82.841A	Displaced bimalleolar fracture of right lower leg, initial encounter for closed fracture
S82.854A	Nondisplaced trimalleolar fracture of right lower leg, initial encounter for closed fracture
S82.844A	Nondisplaced bimalleolar fracture of right lower leg, initial encounter for closed fracture

Symptoms: Chief Complaint: Injury to the right foot and right ankle.
Fuentes APA - 8

other Injury swelling

Past History:

Tests & Data:

Data Score = 0 (low)

Procedures:

Disposition:

--- HISTORY AND PHYSICAL SUMMARY (marked items only)

H & P Analysis: 4 (does not include medical decision-making considerations).

HPI: 5 elements: Location Context Associated Symptoms Severity
Duration Free Text

ROS: 2 elements: Musculoskeletal Neurologic

PFSH: 2 elements: Past Hx Social Hx

Physical Exam Systems: 9 systems: CVS Constitutional Musculoskeletal
Skin Neurologic Respiratory Eyes ENT GI Free Text

Physical Exam Areas: 5 areas: Head/Face Right Lower Extremity Abdomen
Neck Back/spine Free Text

--- CPT CODE ASSIGNMENTS

Assigned Level 1 2 3 4 5

Procedures:

Coder Signature: _____

This is a partial abstract of information documented in the full record.
Coder must use independent judgement in selecting codes.

(Electronically signed by Ronald Price, M.D. 06/30/2015 11:53)

Fuentes APA - 9

NEWBERRY COUNTY MEMORIAL HOSPITAL

2669 KINARD STREET
NEWBERRY, SC 29108
(803)276.7570
(FAX) 803-276-8518

HISTORY AND PHYSICAL

PATIENT: FUENTES, ARMANDO

MR#: M001649847

ACCOUNT#: V00000660670

DOB: 08/26/1989

DATE OF ADMISSION: 06/30/15

DATE OF ADMISSION: 06/30/2015

PRINCIPAL DIAGNOSIS: Comminuted fracture pilon right ankle.

HISTORY OF CHIEF COMPLAINT: This adult Hispanic gentleman fell from a roof while doing roofing work, fracturing his ankle. He was brought to the emergency room, x-rays revealed a comminuted fracture and he was admitted for stabilization. He does not speak English but an interpreter is available. He reports that he was working and apparently works for a daily fee and was not entirely clear on who his employer was today. It does not sound that it is an established company.

PAST MEDICAL HISTORY: As he reports, is negative.

MEDICATIONS: Currently, none routine.

ALLERGIES: None known.

PAST SURGICAL HISTORY: None.

SOCIAL HISTORY: Denies tobacco or alcohol use.

PHYSICAL EXAMINATION:

GENERAL: On physical exam, he is an, otherwise, physically fit 25-year-old Hispanic.

HEENT: Pupils are equal and react to light and accommodation. Hearing is within normal limits. The oropharynx is clear.

NECK: Soft and supple with no evidence of injury. He has no thoracic pain on

PI#: V00000660670

To: MILNER, PHILLIP DO

D: 06/30/15 2133

T: 06/30/15 2135 MT

Fuentes APA - 10

palpation.

HEART: Regular rate and rhythm.

LUNGS: Clear.

ABDOMEN: Soft and nontender.

BACK: No lumbar injury on palpation. He denies any pain in the lower lumbar area.

PELVIC: Pelvic compression testing is negative. He denies any hip pain. No hematomas or other abnormalities seen on palpation of the hips.

EXTREMITIES: He has fracture of the right tibia. There is moderate soft tissue swelling. No evidence of compartment syndrome at this time.

Circulation appears satisfactory.

IMAGING STUDIES: X-rays reviewed show a comminuted fracture of the distal tibia, pilon region, with impaction of the articular surface cephalad.

PLAN: This will need to be stabilized. We will try to control swelling. Surgery will be performed when his swelling appears to be stable and reducing. I described the procedure and the complications and limitations through an interpreter. CT scan is ordered and we will anticipate surgery as the ankle soft tissue allows.

355271 / 9383635

Dictated By: MILNER, PHILLIP DO

Electronically Signed by: MILNER, PHILLIP DO

Electronically Signed: 07/07/15 0759

Dictated: 06/30/15 2133

Transcribed: 06/30/15 2135

Transcribed by: MT

Report #: 0701-0002

Pt#: V00000660670

To: MILNER, PHILLIP DO

D: 06/30/15 2133

T: 06/30/15 2135 MT

Fuentes APA - 11

NEWBERRY COUNTY MEMORIAL HOSPITAL

2669 KINARD STREET
NEWBERRY, SC 29108
(803)276-7570
(FAX) 803-276-8518

DISCHARGE SUMMARY

PATIENT: FUENTES, ARMANDO
MR#: M001649847

ACCOUNT#: V00000660670

DOB: 08/26/1989

DATE OF ADMISSION: 06/30/15

DATE OF DISCHARGE: 07/01/15

PRINCIPAL DIAGNOSIS: Comminuted Intra-articular pilon fracture of the right ankle.

SURGERIES: None.

DISCHARGE INSTRUCTIONS: Follow up in 1 week in the office.

MEDICATIONS: Norco given for pain.

HOSPITAL COURSE: This adult, Hispanic gentleman apparently fell from a roof. He had a severe comminuted pilon fracture. He was placed in a splint. Due to the swelling it was recommended that any surgical reconstruction be delayed until soft tissues return to an acceptable level. He is a non-English speaking, Hispanic gentleman who was working at the time but was essentially unclear exactly whom he was working for. He apparently works as a day worker. He was treated for the first 2 days in the hospital with ice and elevation and pain control. He subsequently had lessened pain and requested discharge. This could be treated initially in the outpatient setting with ice, elevation, and crutch ambulation. Surgical reconstruction will be necessary. This is a challenging injury for meaningful and long-term recovery and he will have significant and permanent injury to this ankle. He will follow up in the office next week and explore surgical options.

356185 / 9414488

PI#: V00000660670

To: MILNER, PHILLIP DO

D: 07/09/15 1154

T: 07/09/15 1154 MT

Fuentes APA - 12

Electronically signed by: MILNER, PHILLIP DO

Electronically signed: 07/13/15 0945

PI#:V00000660670

To:MILNER, PHILLIP DO

D:07/09/15 1154

T:07/09/15 1154 MT

Fuentes APA - 13

NEWBERRY COUNTY MEMORIAL HOSPITAL
2669 KINARD STREET | POST OFFICE BOX 497
NEWBERRY, SOUTH CAROLINA 29108

DIAGNOSTIC IMAGING DEPARTMENT
(803) 405-7407

Patient's Name: FUENTES, ARMANDO
Address: 1244 KINARD ST
LOT 12
City/State/Zip: NEWBERRY, SC 29108
DOB: 08/26/1989
Age/Sex: 25/ M

MR#: M001649847
Acct#: V00000660670
Patient Type: ADM IN
Room#: 329
Ordering Physician: PRICE, RONALD W MD
Admitting Physician: MILNER, PHILLIP DO
Family Physician: PHYSICIAN, UNKNOWN FAMILY MD

Technologist(s): AWM

Procedure Date: 06/30/15

Requisition Number(s): 15-0015797

Procedure(s): ANKLE - COMP. MIN. 3 VIEW RT

CPT Code(s): 73610

Reason for Exam: Ankle Pain
Report Released: 07/01/15 0828
Fluoro Time:

Alt. Rpt. Distrib:

RIGHT ANKLE:

INDICATION: Pain.

TECHNIQUE: 3 views.

FINDINGS: There is a comminuted fracture of the distal tibia with fracture line extending into the joint space. The fibula is intact.

Read By: GARRICK, JOHN E MD

Electronically Signed by: GARRICK, JOHN E MD

Electronically Signed: 07/01/15 0828

Dictated: 06/30/15 1047

Transcribed: 06/30/15 1615

Transcribed by: LRS

Report #: 0630-0083

Report #: 0630-0083
CC:

Fuentes APA - 14

NEWBERRY COUNTY MEMORIAL HOSPITAL
2669 KINARD STREET | POST OFFICE BOX 497
NEWBERRY, SOUTH CAROLINA 29108

DIAGNOSTIC IMAGING DEPARTMENT
(803) 405-7407

Patient's Name:	FUENTES, ARMANDO	MR#:	M001649847
Address:	1244 KINARD ST LOT 12	Acct#:	V00000660670
City/State/Zip:	NEWBERRY, SC 29108	Patient Type:	ADM IN
DOB:	08/26/1989	Room#:	329
Age/Sex:	25/ M	Ordering Physician:	PRICE, RONALD W MD
		Admitting Physician:	MILNER, PHILLIP DO
		Family Physician:	PHYSICIAN, UNKNOWN FAMILY MD
Technologist(s):	AWM		

Procedure Date: 06/30/15

Requisition Number(s): 15-0015802

Procedure(s): FOOT COMP MIN 3 VIEW - RT

CPT Code(s): 73630

Reason for Exam: trauma

Report Released: 06/30/15 1612

All. Rpt. Distrib:

Fluoro Time:

RIGHT FOOT:

INDICATION: Trauma.

TECHNIQUE: 3 separate views.

FINDINGS: There is no evidence of acute fracture or subluxation. A small well corticated bony density is noted along the dorsal surface of the tarsal navicular felt related to secondary ossification center.

Read By: GARRICK, JOHN E MD

Electronically Signed by: GARRICK, JOHN E MD

Electronically Signed: 06/30/15 1612

Dictated: 06/30/15 1126

Transcribed: 06/30/15 1258

Transcribed by: LRS

Report #: 0630-0035

Report #: 0630-0035

CC:

Fuentes APA - 15

NEWBERRY COUNTY MEMORIAL HOSPITAL
2669 KINARD STREET | POST OFFICE BOX 497
NEWBERRY, SOUTH CAROLINA 29108

DIAGNOSTIC IMAGING DEPARTMENT
(803) 405-7407

Patient's Name: FUENTES, ARMANDO
Address: 1244 KINARD ST
LOT 12

City/State/Zip: NEWBERRY, SC 29108

DOB: 08/26/1989

Age/Sex: 25/M

Technologist(s): AWM

MR#: M001649847
Acct#: V00000660670
Patient Type: ADM IN
Room#: 329

Ordering Physician: PRICE, RONALD W MD

Admitting Physician: MILNER, PHILLIP DO

Family Physician: PHYSICIAN, UNKNOWN FAMILY MD

Procedure Date: 06/30/15

Requisition Number(s): 15-0015804

Procedure(s): KNEE - 1 OR 2 VIEW - RT

CPT Code(s): 73560

Reason for Exam: Knee Pain

Report Released: 06/30/15 1612

Fluoro Time:

All. Rpt. Distrib:

RIGHT KNEE:

INDICATION: Pain.

TECHNIQUE: 2 views.

FINDINGS: There is no evidence of acute fracture or subluxation. No joint effusion is noted.

Read By: GARRICK, JOHN E MD

Electronically Signed by: GARRICK, JOHN E MD

Electronically Signed: 06/30/15 1612

Dictated: 06/30/15 1127

Transcribed: 06/30/15 1334

Transcribed by: LRS

Report #: 0630-0043

Report #: 0630-0043

CC:

Fuentes APA - 16

NEWBERRY COUNTY MEMORIAL HOSPITAL
2669 KINARD STREET | POST OFFICE BOX 497
NEWBERRY, SOUTH CAROLINA 29108.

DIAGNOSTIC IMAGING DEPARTMENT
(803) 405-7407

Patient's Name: FUENTES, ARMANDO
Address: 1244 KINARD ST
LOT 12
City/State/Zip: NEWBERRY, SC 29108
DOB: 08/26/1989
Age/Sex: 25/ M

MR#: M001649847
Acct#: V00000660670
Patient Type: ADM IN
Room#: 329
Ordering Physician: PRICE, RONALD W MD
Admitting Physician: MILNER, PHILLIP DO
Family Physician: PHYSICIAN, UNKNOWN FAMILY MD

Technologist(s): AWM

Procedure Date: 06/30/15

Requisition Number(s): 15-0015803
Procedure(s): HIP U-2 VIEW - RT
CPT Code(s): 73510

Reason for Exam: Hip Pain
Report Released: 06/30/15 1612
Fluoro Time:

Alt. Rpt. Distrib:

RIGHT HIP:

INDICATION: Pain.

TECHNIQUE: 2 views.

FINDINGS: The femoral head is normal in position with respect to the acetabulum. No fracture or subluxation noted.

Read By: GARRICK, JOHN E MD

Electronically Signed by: GARRICK, JOHN E MD

Electronically Signed: 06/30/15 1612

Dictated: 06/30/15 1126
Transcribed: 06/30/15 1329
Transcribed by: LRS
Report #: 0630-0041

Report #: 0630-0041
CC:

Fuentes APA - 17

NEWBERRY COUNTY MEMORIAL HOSPITAL
2669 KINARD STREET | POST OFFICE BOX 497
NEWBERRY, SOUTH CAROLINA 29108

DIAGNOSTIC IMAGING DEPARTMENT
(803) 405-7407

Patient's Name: FUENTES, ARMANDO
Address: 1244 KINARD ST
LOT 12
City/State/Zip: NEWBERRY, SC 29108
DOB: 08/26/1989
Age/Sex: 25/ M

MR#: M001649847
Acct#: V00000660670
Patient Type: ADM IN
Room#: 329
Ordering Physician: PRICE, RONALD W MD
Admitting Physician: MILNER, PHILLIP DO
Family Physician: PHYSICIAN, UNKNOWN FAMILY MD

Technologist(s): MW

Procedure Date: 06/30/15

Requisition Number(s): 15-0015818
Procedure(s): CT LOWER EXT. W/O CONT
CPT Code(s): 73700

Reason for Exam: Abnormal Radiological Findings
Report Released: 06/30/15 1612
Fluoro Time:

Alt. Rpt. Distrib:

COMPUTER TOMOGRAPHY OF THE ANKLE - 06/30/15

INDICATION: Fracture.

TECHNIQUE: Thinly collimated contiguous axial images were obtained through the ankle with reformatted images in multiple sagittal and coronal planes.

FINDINGS: There is a severely comminuted fracture of the distal tibia with fracture line extending into the tibiotalar joint. The talus itself appears intact, as does the fibula.

IMPRESSION: Severely comminuted fracture of the distal tibia with extension into the joint space.

Read By: GARRICK, JOHN E MD

Electronically Signed by: GARRICK, JOHN E MD

Electronically Signed: 06/30/15 1612

Dictated: 06/30/15 1209
Transcribed: 06/30/15 1315
Transcribed by: MKB
Report #: 0630-0039

Report #: 0630-0039
CC:

Fuentes APA - 18

Newberry County Memorial Hospital

EMR Report

Name: Fuentes, Armando

Room/Bed: /

Medical Record #: M001649847

Visit Number: V00000660670

Attending Physician: Milnes, Phillip DO

Report Run Date/Time: 07/16/15 06:22:45

Lab Results	6/30/15 11:00				
WBC	11.8 K/uL (3.6-9.3) H				
RBC	4.92 M/uL (3.90-5.70)				
Hgb	15.1 g/dL (13.0-16.0)				
Hct	44.3 % (36.0-52.0)				
MCV	90.0 fL (80-94)				
MCH	30.6 pg (26.0-33.0)				
MCHC	34.0 g/dL (31.0-36.0)				
RDW	13.0 % (11.5-15.5)				
Plt Count	243 K/uL (150-450)				
MPV	9.5 fL (7.4-10.4)				
Neut % (Auto)	70.8 % (43.0-65.0) H				
Lymph % (Auto)	15.1 % (20.5-45.5) L				
Mon %	4.6 % (5.5-11.7) L				
Eos % (Auto)	8.7 % (0.00-2.90) H				
Baso % (Auto)	0.8 % (0.00-1.00)				
Absolute Neutrophils	8.3 MM3 (1.7-7.6) H				
Sodium	138 mmol/L (136-145)				
Potassium	3.1 mmol/L (3.5-5.1) L				
Chloride	103 mmol/L (98-107)				
Carbon Dioxide	29 mmol/L (21-32)				
Anion Gap	9 MMOL/L (5-20)				
BUN	16 mg/dL (7-18)				
Creatinine	0.9 mg/dL (0.6-1.3)				
Estimated GFR	> 60.0 (>60)				
BUN/Creatinine Ratio	17.8 (6.3-21.1)				
Random Glucose	100 mg/dL (70-110)				
Calculated Osmolality	277 mmol/kg (280-300) L				
Calcium	8.7 mg/dL (8.4-10.1)				

Fuentes APA - 19



PALMETTO BONE & JOINT, P.A.
REGISTRATION FORM
PLEASE COMPLETE THE FOLLOWING INFORMATION.

JUL - 9 - 2015

PATIENT INFORMATION:

SOCIAL SECURITY #: _____ LAST NAME: FUENTES
FIRST NAME: ARMANDO MI: X PREFERRED NAME: _____
ADDRESS: 1244 Kinard St Lot 12 CITY: Newberry STATE: SC ZIP CODE: 29108
HOME PHONE: 803 271-9072 CELL: 803 271 9858
DATE OF BIRTH: 08-26-1987 SEX (M/F): M RACE: Hispanic
MARITAL STATUS: Married Divorced X Unmarried STUDENT: Full Part X None
Widowed Separated
EMPLOYMENT STATUS: Full Time Part Time X None Self Employed Retired Active Military
EMPLOYER'S NAME: _____ EMPLOYER'S PHONE: _____

RENT/GUARANTOR INFORMATION:

NAME: _____ LAST NAME: _____ FIRST NAME: _____
ADDRESS: _____ PHONE #: _____
RENT/GUARANTOR DATE OF BIRTH: _____ EMPLOYER: _____
MARITAL STATUS: Married Divorced Unmarried Widowed Separated STUDENT: Full Part None
EMPLOYMENT STATUS: Full Time Part Time None Self Employed Retired Active Military

YOUR DOCTOR OR THE ER REFER YOU HERE? (YES) OR NO NAME OF DOCTOR: Newberry Hospital
DID YOU HAD X-RAYS, MRI, CT, EMG, NERVE STUDIES, OR OTHER TESTS FOR CURRENT PROBLEM? (YES) OR NO
WHERE? X-rays @ Newberry Hospital
DO YOU HAVE THEM WITH YOU? YES OR (NO)

Fuentes APA - 20

PATIENT NA. : Armando Fuentes
BD: 08-26-1987

CONSENT TO TREAT

1. MEDICAL CONSENT: THE UNDERSIGNED CONSENTS FOR TREATMENT BY PALMETTO BONE & JOINT, P.A. THIS MAY INCLUDE OFFICE VISITS, TESTING, X-RAYS, OR ANY OTHER TREATMENT DIRECTLY RELATED TO THE PATIENTS CARE, THE UNDERSIGNED UNDERSTANDS THAT THE PRACTICE OF MEDICINE IS NOT AN EXACT SCIENCE AND THAT DIAGNOSIS AND TREATMENT MAY INVOLVE RISK, THE UNDERSIGNED ACKNOWLEDGES THAT NO GUARANTEES HAVE BEEN MADE AS TO THE RESULTS OF EXAMINATION AND/OR TREATMENT.
2. PAYMENT OF SERVICE: THE UNDERSIGNED UNDERSTANDS THAT PAYMENT IS EXPECTED AT THE TIME OF SERVICE FOR ALL OFFICE VISITS, TESTING, AND INJECTIONS. INSURANCE WILL BE FILED FOR FRACTURES AND SURGERY, PATIENTS WITH MEDICARE, MEDICAID, OR OTHER MANAGED CARE CONTRACTS WITH WHOM WE HAVE AGREEMENTS WILL BE HONORED FOR ALL VISITS. CO-PAYS ARE EXPECTED AT THE TIME OF SERVICE.
3. LIABILITY CLAIMS: PALMETTO BONE & JOINT DOES NOT ACCEPT 3RD PARTY LIABILITY. ASSISTANCE WILL BE GIVEN TO PROVIDE THE PATIENT WITH NECESSARY FORMS FOR FILING, BUT PAYMENT IS EXPECTED AT THE TIME OF SERVICE.
4. MEDICAL RECORDS RELEASE: THE PATIENT OR GUARANTOR OF THE ACCOUNT HEREBY AUTHORIZES PALMETTO BONE & JOINT TO RELEASE MEDICAL RECORDS TO ANY REFERRING PHYSICIAN OR FAMILY PHYSICIAN. AUTHORIZATION IS ALSO GIVEN TO RELEASE RECORDS TO INSURANCE CARRIERS FOR THE PURPOSE OF PAYMENT OF CLAIMS INCLUDING WORKERS COMP CLAIMS AND EMPLOYER.
5. MEDICARE AND MEDICAID AUTHORIZATION: I CERTIFY THAT THE INFORMATION GIVEN BY ME IN APPLYING FOR PAYMENT UNDER TITLE XVII AND XIX OF THE SOCIAL SECURITY ACT IS CORRECT AND I REQUEST PAYMENT FOR AUTHORIZED BENEFITS TO BE MADE ON MY BEHALF. I AUTHORIZE PALMETTO BONE & JOINT TO RELEASE MEDICARE BUREAU, HEALTH CARE FINANCING ADMINISTRATION, OR ITS INTERMEDIARIES OR CARRIERS, ANY INFORMATION ABOUT ME NEEDED FOR MEDICARE CLAIMS, INCLUDING MEDICAL INFORMATION FOR THE PURPOSE OF PROCESSING A CLAIM AND MEDICARE BENEFITS. I ALSO AUTHORIZE THE RELEASE OF MEDICAL AND RELATED INFORMATION ABOUT MY TREATMENT TO THE UTILIZATION AND QUALITY CONTROL PEER REVIEW ORGANIZATION RESPONSIBLE FOR REVIEWING THE MEDICAL CARE FURNISHED TO ME.
6. FINANCIAL RESPONSIBILITY: I ACKNOWLEDGE FULL RESPONSIBILITY FOR SERVICES RENDERED AND AGREE TO MAKE DEFINITE FINANCIAL ARRANGEMENTS FOR PAYMENT. I UNDERSTAND THAT THE CHARGES MADE FOR PROFESSIONAL SERVICES MAY NOT BE COVERED IN FULL BY MY HEALTH INSURANCE AND THEREFORE, I AM SOLELY RESPONSIBLE FOR PAYMENT OF ALL UNCOVERED SERVICES. I FURTHER REQUEST THAT PAYMENT BE MADE DIRECTLY TO THE PHYSICIAN ACCORDING TO ASSIGNMENT FOR BENEFITS.

I ACKNOWLEDGE I RECEIVED THE PALMETTO BONE & JOINT NOTICE OF PRIVACY PRACTICES SETTING FORTH THE WAYS TO MY PERSONAL HEALTH INFORMATION MAY BE USED OR DISCLOSED BY PALMETTO BONE & JOINT AND OUTLINES MY RIGHTS WITH RESPECT TO SUCH INFORMATION.

PATIENT SIGNATURE: X Armando Fuentes DATE: _____

PLEASE LIST ANY NAMES ALONG WITH THEIR PHONE NUMBERS TO WHOM WE MAY RELEASE INFORMATION TO:

NAME: X Jerry Roca PHONE: _____

NAME: _____ Fuentes APA - 21 PHONE: _____

Palmetto Bone and Joint - Newberry

2605 Kinard Street
Newberry, SC 29108
Phone: (803) 321-6264
Fax: (803) 321-6269

FUENTES, ARMANDO Patient #: 52817 DOB: 8/26/1989 (25 years)

Date of Encounter: 7/16/2015

Mr. Fuentes is following up his severely fractured ankle. His swelling is down. We can see some creases in his skin. No blistering. I looked at the x-rays and discussed with Dr. Owens. The articular injury to the tibial plafond is severe and will not be well healed regardless of our treatment options. It is felt that stabilization with internal fixation gives him the best change of an ankle mortise that is stable, but arthritis will be severe. Osteoarthritis is a guarantee. Perhaps with stabilization and realignment of the articular surface as much as possible, he will have some improvement in his overall function. Ankle fusion will be his final option for this but I don't believe that that would be a proper initial attempt. We will go ahead with open reduction and internal fixation. Through a competent interpreter, he understands complications of infection, anesthetic risk and the guarantee of osteoarthritis. We will proceed with the surgery.

Phillip H. Milner, D.O.
PHM/to

Fuentes APA - 22

Palmetto Bone and Joint - Newberry

2806 Kinard Street
Newberry, SC 29108
Phone: (803) 321-6254
Fax: (803) 321-6259

FUENTES, ARMANDO Patient #: 62817 DOB: 8/26/1989 (25 years)

Date of Encounter: 7/9/2015

Mr. Fuentes is following up his severely fractured tibia. He fell off a roof suffering a pilon fracture. He was admitted. Pain was controlled. The swelling clearly was going to exclude him from immediate surgery. He presents for routine followup.

Physical Examination: He still has a generous amount of swelling. No blistering at this point, although he may get some blistering on the foot. No skin creases, but no evidence of compartment syndrome.

Radiographic Examination: X-rays taken today show the alignment of the ankle to be overall satisfactory, but the articular surface is badly damaged and depressed.

PLAN: I placed him in an AP and sugar tong splint, well padded. He needs to keep this elevated around the clock. No walking. We need to get the swelling down. We will see him back next week. Norco is refilled for pain. Surgical reconstruction is in his best interest, although I do not believe it is going to result in a positive outcome due to the damage of the articular surface.

Phillip H. Milner, D.O.
PHM/kjt

Fuentes APA - 23

REVIEW OF SYMPTOMS: (PLEASE CIRCLE ALL TENT SYMPTOMS)

PATIENT NAME Mr. J. J. V. + V. H. C. S.

BD: 08-06-1987

GENERAL:

FEVER
SWEATS
WEIGHT CHANGE
APPETITE CHANGE
FATIGUE

RESPIRATORY:

LOSS OF SMELL
SINUS PAIN
NOSE BLEED
RUNNY NOSE
SOFT THROAT

COUGH

SPUTUM

WHEEZING

GENITOURINARY:

URINATE AT NIGHT
PAINFUL URINATION
BLOOD IN URINE
INCONTINENCE
VAGINAL PAIN

NEUROLOGICAL:

WEAKNESS
NUMBNESS
POOR COORDINATION
DIFFICULTY SPEAKING
POOR MEMORY

TREMOR

DEPRESSION

ANXIETY

SKIN:

ITCHING
PIGMENTATION CHANGE
HAIR/NAIL PROBLEMS

WART

HEMATOLOGICAL:

EASY BRUISING
SWOLLEN

MUSCULOSKELETAL:

MUSCLE PAIN
JOINT PAIN/SWELLING
BACK PAIN

SLEEP:

POOR SLEEP PATTERNS
DAYTIME SLEEPINESS

HEAD:

HEADACHE
DIZZY SPELLS
FADING

POOR VISION

WATERY/ITCHY EYES

TINGING IN EARS

EAR PAIN

POOR HEARING

CARDIOVASCULAR:

CHEST PAIN

UNABLE TO BREATHE WALKING

PALPITATIONS

ANKLE SWELLING

CALF CRAMPING

ABDOMEN:

TROUBLE SWALLOWING
NAUSEA/VOMITING

STOMACH PAIN

HEARTBURN JUL - 9 2015

CONSTIPATION

DIARRHEA

BLOOD IN STOOL

BLACK IN STOOL

ENDOCRINE:

HOT/COLD TOLERANCE

EXCESSIVE THIRST/URINATION

EXCESSIVE FACIAL/BODY HAIR

SOCIAL HISTORY:

SMOKE? YES OR NO IF YES HOW MANY PER DAY? 5 cigarettes

HOW MANY YEARS? _____

DRINK? YES OR NO IF YES HOW MUCH DO YOU DRINK? _____

DRUG USE? YES OR NO

PLEASE LIST ANY SURGERIES YOU HAVE HAD:

None

ARE YOU ALLERGIC TO ANY MEDICATIONS: ___ YES X NO IF YES, PLEASE LIST _____

WHAT TYPE REACTION DID YOU HAVE? _____

CURRENT MEDICATIONS

MEDICATION	DOSE	HOW OFTEN	REASON FOR MEDICATION
<u>Worco</u>	<u>1-2 tabs</u>	<u>4-6 hours</u>	<u>pain</u>

Fuentes APA 24

3

MEDICAL HISTORY

PATIENT NAME Mr. M. N. de FORTES
BD: 0820 1987

CHIEF COMPLAINT:

DATE OF FIRST SYMPTOM OR INJURY: _____

HOW DID INJURY OCCUR? @ work

WAS THERE A PREVIOUS INJURY? NO

HAVE YOU HAD PHYSICAL THERAPY? Yes or (NO) where? _____

HEIGHT: _____ WEIGHT: _____

HISTORY OF PRESENT ILLNESS:

WHERE IS YOUR PAIN? Right foot/ankle LEFT or (RIGHT)

IS IT: (SHARP) BURNING DULL ACHING

IS IT: MILD MODERATE (SEVERE)

WHEN DOES PAIN OCCUR? MORNING NIGHT (CONSTANT)

IS IT: GETTING BETTER GETTING WORSE (STAYING THE SAME)

WHAT MAKES IT BETTER? when taking medicine

WHAT MAKES IT WORSE? when NOT taking Meds

IS THERE ANY: (SWELLING) (NUMBNESS)

DO YOU HAVE A HISTORY OF THE FOLLOWING: (PLEASE CIRCLE IF YES)

AIDS	CANCER	CONGENITAL HEART PROBLEMS	SICKLE CELL ANEMIA
ANEMIA	DIABETES	KIDNEY DISEASE	STOMACH ULCER
ASTHMA	EPILEPSY	LIVER DISEASE	STROKE
ARTHRITIS	HIGH BLOOD PRESSURE	MENTAL ILLNESS	TUBERCULOSIS
BLEEDING TENDENCY	GLAUCOMA	MIGRAINES	BLOOD CLOTS
EMPHYSEMA	HEPATITIS	RHEUMATIC FEVER	

PLEASE CHECK IF YOU HAVE SUFFERED AN INJURY OR HAVE PERSISTENT PAIN IN THE FOLLOWING:

	INJURY	PAIN		INJURY	PAIN		INJURY	PAIN
ARM	___	___	FINGER	___	___	SHOULDER	___	___
ANKLE	<u>✓</u>	<u>✓</u>	HIP	___	___	SPINE	___	___
BACK	___	___	KNEE	___	___	TOE	___	___
FEET	___	___	LEG	___	___	WRIST	___	___
FINGER	___	___	NECK	___	___			

NEWBERRY COUNTY MEMORIAL HOSPITAL

2669 KINARD STREET
NEWBERRY, SC 29108
(803)276-7570
(FAX) 803-276-8518

DISCHARGE SUMMARY

PATIENT: FUENTES, ARMANDO
MR#: M001649847
ACCOUNT#: V00000660670
DOB: 08/26/1989
DATE OF ADMISSION: 06/30/15
DATE OF DISCHARGE: 07/01/15

PRINCIPAL DIAGNOSIS: Comminuted intra-articular pilon fracture of the right ankle.

SURGERIES: None.

DISCHARGE INSTRUCTIONS: Follow up in 1 week in the office.

MEDICATIONS: Norco given for pain.

HOSPITAL COURSE: This adult, Hispanic gentleman apparently fell from a roof. He had a severe comminuted pilon fracture. He was placed in a splint. Due to the swelling it was recommended that any surgical reconstruction be delayed until soft tissues return to an acceptable level. He is a non-English speaking, Hispanic gentleman who was working at the time but was essentially unclear exactly whom he was working for. He apparently works is a day worker. He was treated for the 1st 2 days in the hospital with ice and elevation and pain control. He subsequently had lessened pain and requested discharge. This could be treated initially in the outpatient setting with ice, elevation, and crutch ambulation. Surgical reconstruction will be necessary. This is a challenging injury for meaningful and long-term recovery and he will have significant and permanent injury to this ankle. He will follow up in the office next week and explore surgical options.

356185 / 9414488

PH: V00000660670

To: MILNER, PHILLIP DO

D: 07/09/15 1154

T: 07/09/15 1154 MT

Fuentes APA - 26

Electronically signed by: MILNER, PHILLIP DO

Electronically signed: 07/13/15 0945

PH#:V00000660670

To:MILNER, PHILLIP DO

D:07/09/15 1154

T:07/09/15 1154 MT

Fuentes APA - 27

NEWBERRY COUNTY MEMORIAL HOSPITAL

2669 KINARD STREET
NEWBERRY, SC 29108
(803) 276-7570
(FAX) 803-276-8518

HISTORY AND PHYSICAL

PATIENT: FUENTES, ARMANDO
MR#: M001649847

ACCOUNT#: V00000660670

DOB: 08/26/1989

DATE OF ADMISSION: 06/30/15

DATE OF ADMISSION: 06/30/2015

PRINCIPAL DIAGNOSIS: Comminuted fracture pilon right ankle.

HISTORY OF CHIEF COMPLAINT: This adult Hispanic gentleman fell from a roof while doing roofing work, fracturing his ankle. He was brought to the emergency room, x-rays revealed a comminuted fracture and he was admitted for stabilization. He does not speak English but an interpreter is available. He reports that he was working and apparently works for a daily fee and was not entirely clear on who his employer was today. It does not sound that it is an established company.

PAST MEDICAL HISTORY: As he reports, is negative.

MEDICATIONS: Currently, none routine.

ALLERGIES: None known.

PAST SURGICAL HISTORY: None.

SOCIAL HISTORY: Denies tobacco or alcohol use.

PHYSICAL EXAMINATION:

GENERAL: On physical exam, he is an, otherwise, physically fit 25-year-old Hispanic.

HEENT: Pupils are equal and react to light and accommodation. Hearing is within normal limits. The oropharynx is clear.

NECK: Soft and supple with no evidence of injury. He has no thoracic pain on palpation.

PH#: V00000660670

To: MILNER, PHILLIP DO

D: 06/30/15 2133

T: 06/30/15 2135 MT

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HEART: Regular rate and rhythm.

LUNGS: Clear.

ABDOMEN: Soft and nontender.

BACK: No lumbar injury on palpation. He denies any pain in the lower lumbar area.

PELVIC: Pelvic compression testing is negative. He denies any hip pain. No hematomas or other abnormalities seen on palpation of the hips.

EXTREMITIES: He has fracture of the right tibia. There is moderate soft tissue swelling. No evidence of compartment syndrome at this time.

Circulation appears satisfactory.

IMAGING STUDIES: X-rays reviewed show a comminuted fracture of the distal tibia, pilon region, with impaction of the articular surface cephalad.

PLAN: This will need to be stabilized. We will try to control swelling. Surgery will be performed when his swelling appears to be stable and reducing. I described the procedure and the complications and limitations through an interpreter. CT scan is ordered and we will anticipate surgery as the ankle soft tissue allows.

355271 / 9383635

Dictated By: MILNER, PHILLIP DO

Electronically Signed by: MILNER, PHILLIP DO

Electronically Signed: 07/07/15 0759

Dictated: 06/30/15 2133

Transcribed: 06/30/15 2135

Transcribed by: MT

Report #: 0701-0002

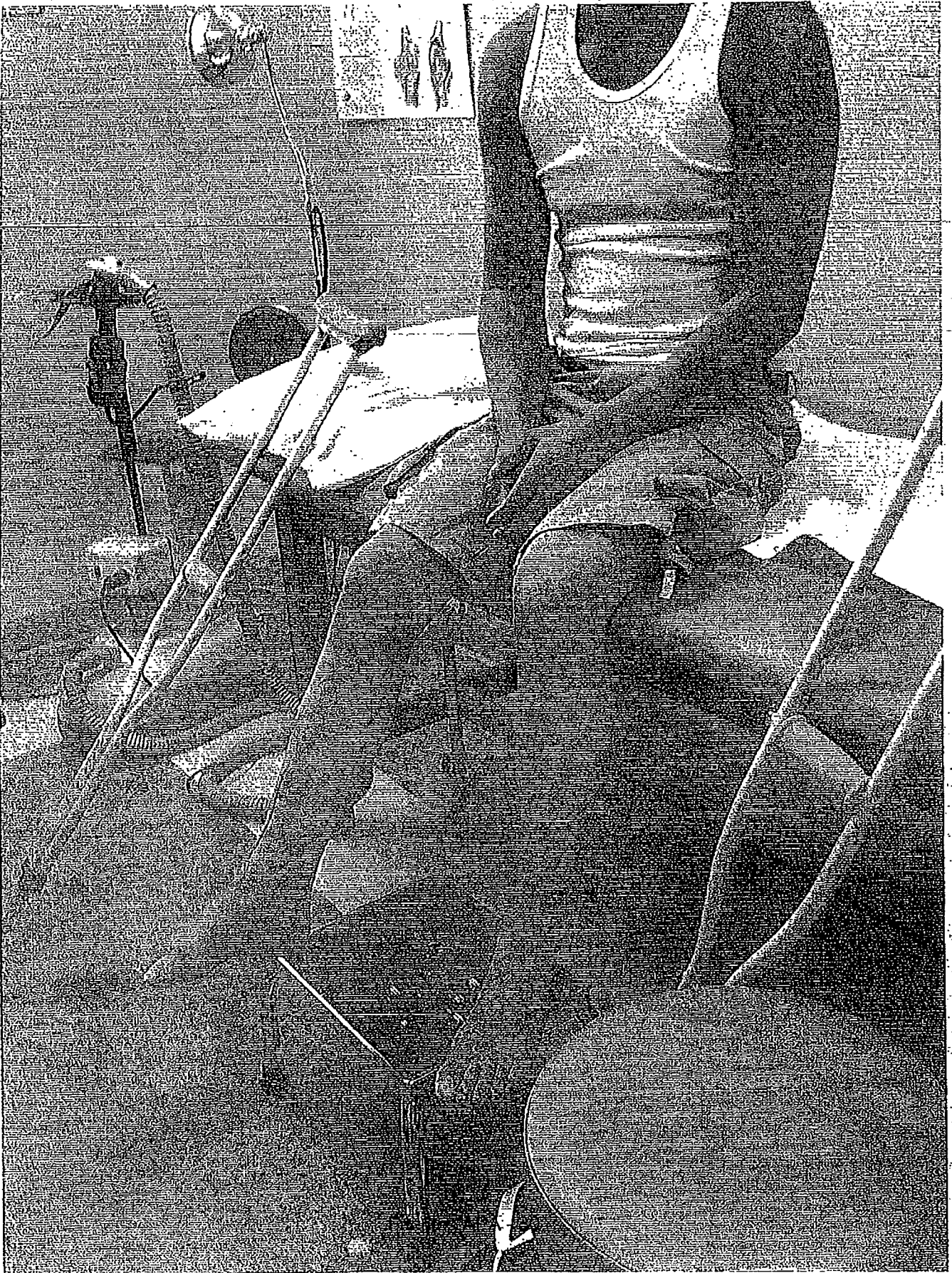
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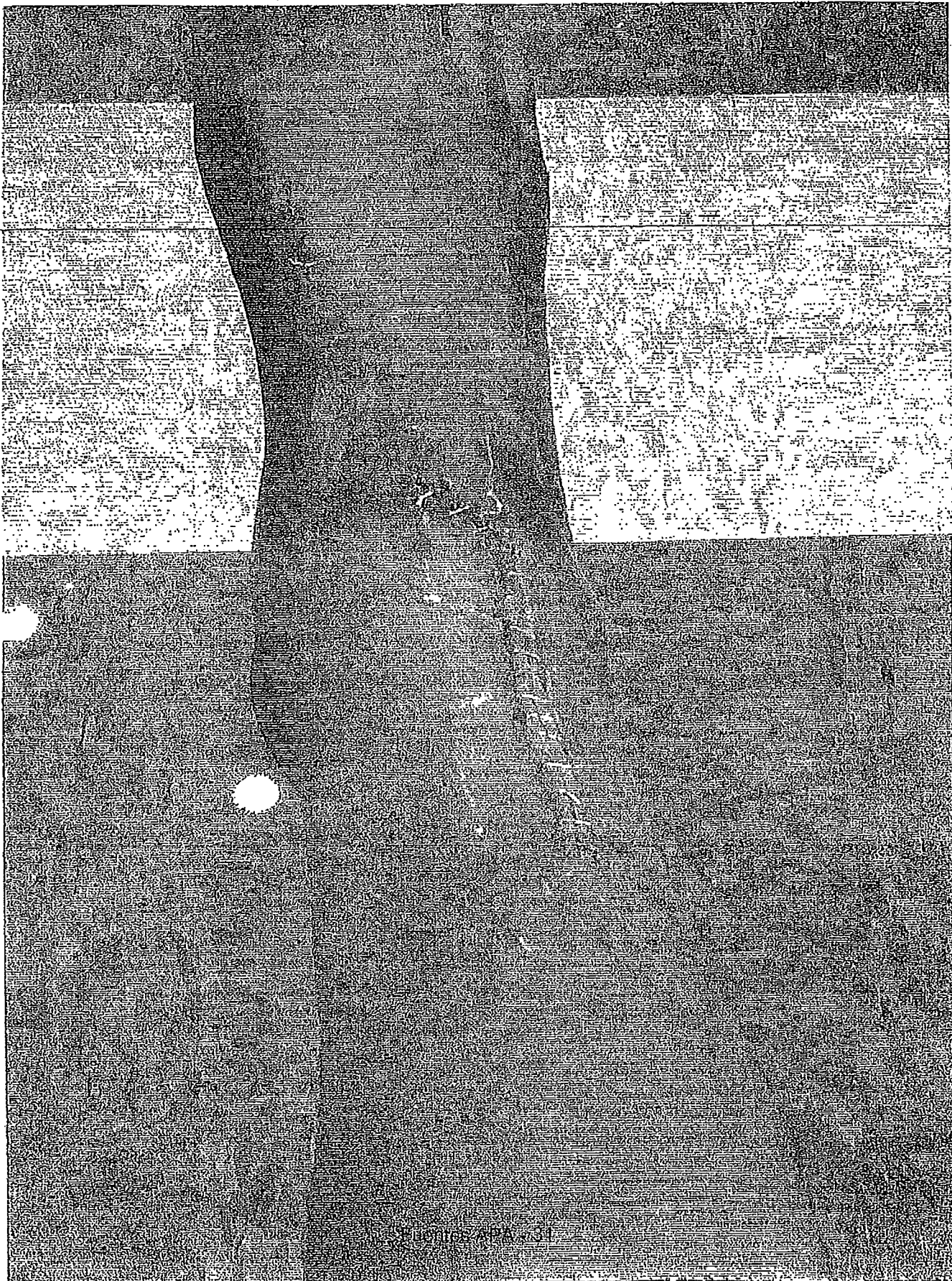
To: MILNER, PHILLIP DO

D: 06/30/15 2133

T: 06/30/15 2135 MT

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1 State of South Carolina
2 Before the
3 South Carolina Workers' Compensation
4 Commission
5 WCC File No.: 1508997

6 Armando Fuentes,)
7 Employee,)
8 Claimant,)
9 vs.)
10 Mays Contracting)
11 Company, LLC,)
12 Employer,)
13 and)
14 Builders Mutual)
15 Insurance Company,)
16 Carrier,)
17 Defendants.)
18
19
20
21
22
23
24
25

Deposition of
ARMANDO FUENTES
September 16, 2015

Deposition on oral examination of
ARMANDO FUENTES, reported by Shelley Burgoyne,
Court Reporter and Notary Public in and for
the State of South Carolina; said deposition
taken pursuant to notice of deposition and in
accordance with the South Carolina Rules of
Civil Procedure, at Parr Building, 1303 Main
Street, Suite 213, Newberry, South Carolina,
commencing on Wednesday, September 16, 2015,
at the hour of 2:18 p.m.

1 APPEARANCES

2

3 Representing the Employee/Claimant:

4 JOE DUBOIS, ESQUIRE (Via Teleconference)

5 Naert & DuBois, LLC

6 22 New Orleans Road, Suite 1

7 Post Office Box 7228 (29938)

8 Hilton Head Island, South Carolina 29928

9

10 Representing the Employer/Carrier:

11 W. STRAT STAVROU, JR., ESQUIRE

12 Willson, Jones, Carter & Baxley, PA

13 4500 Fort Jackson Boulevard

14 Columbia, South Carolina 29209

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24 ALSO PRESENT:

25 Will Aviles, Translator

26

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2 (Deposition of ARMANDO FUENTES)

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17 EXHIBIT INDEX

18 REPORTER'S NOTE:

19
20 All responses by witness were provided through
21 translator unless otherwise specified by
22 parenthetical (English) before answer.

23 No exhibits were marked for identification.
24
25

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ARMANDO FUENTES 09-16-2015

1 This deposition is taken in accordance
2 with the South Carolina Rules of Civil
3 Procedure.

4 It is agreed and stipulated by the
5 deponent and respective counsel that the
6 reading and signing of the deposition
7 transcript by the deponent is expressly
8 waived.

9 WHEREUPON:

10 WILL AVILES, after being duly sworn,
11 translated verbatim English to Spanish and
12 Spanish to English to the best of his ability
13 as follows:

14 ARMANDO FUENTES, being duly sworn and
15 cautioned to speak the truth, the whole truth
16 and nothing but the truth, testified as
17 follows:

18 EXAMINATION

19 BY MR. STAVROU:

20 Q. Okay. Mr. Fuentes, my name is
21 Strat Stavrou. I'm here to take your
22 deposition. Have you ever had your deposition
23 taken before?

24 A. No.

25 Q. Okay. I represent Mays Contracting

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ARMANDO FUENTES 09-16-2015

1 and its workers' comp insurance,
2 Builders Mutual.

3 Do you understand that your testimony
4 today is sworn testimony?

5 A. Yes.

6 Q. Okay. And I'm not here to trick you.
7 I want to get information about your claim.

8 A. Uh-huh.

9 Q. So if I ask you a question, please let
10 me know if you do not understand it.

11 A. Uh-huh.

12 Q. And if you answer one of my questions
13 here today, is it fair for me to assume that
14 you understood it?

15 A. Uh-huh.

16 Q. Okay. And if you will, just do your
17 best -- I may ask questions that require a yes
18 or a no answer. If you will, just try to give
19 a verbal yes or no. It just makes your
20 transcript read easier and the court
21 reporter's job easier.

22 A. Okay.

23 Q. Because a -- they are -- we are typing
24 down on paper everything that we say today.

25 A. Uh-huh.

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ARMANDO FUENTES 09-16-2015

1 Q. And before we get started here, are
2 you under the influence of any substance or
3 medication that may influence your ability to
4 correctly answer my questions today?

5 A. No. Just the medicine that I have
6 taken.

7 Q. Okay. And we have an interpreter here
8 today. Is it true that you don't speak any
9 English or do you speak a little English?

10 A. No. Nothing.

11 Q. Okay. Will you state your full name
12 for me, please?

13 A. Armando Fuentes.

14 Q. How tall are you?

15 A. 160.

16 Q. Okay. And how tall are you?

17 A. I wouldn't know how to convert it over
18 to inches.

19 Q. Okay. How about in the metric system?

20 A. I'm sorry?

21 Q. How tall is he in centimeters?

22 A. 160.

23 Q. Okay. How much do you weigh?

24 A. I haven't had my weight taken lately,
25 but I think maybe 65 pounds.

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1 Q. How old are you?

2 A. 28.

3 Q. What is your date of birth?

4 A. 1987.

5 Q. What about the month and day?

6 A. August 26th.

7 Q. What is your current address?

8 A. You mean here?

9 Q. Yes.

10 THE TRANSLATOR: Could the interpreter
11 ask the deponent to repeat the street name?

12 MR. STAVROU: Yes.

13 (Witness and translator have dialog in
14 Spanish.)

15 THE TRANSLATOR: I'm sorry. I'm not
16 getting it.

17 THE WITNESS: I had a paper with me
18 and it had my address. I really don't know
19 it.

20 BY MR. STAVROU:

21 Q. Do you have the paper here with you
22 somewhere that you could give it to me after
23 the deposition?

24 A. Yes. The guy who brought me has it.
25 That is where my address is.

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ARMANDO FUENTES 09-16-2015

1 Q. Okay. I'm going to get it from you
2 after the deposition. Okay?

3 A. Yes. That's fine. No problem.

4 Q. How long have you been at this
5 address, whatever it is?

6 A. Eight months.

7 Q. Do you live in a house or an apartment
8 or a mobile home?

9 A. It's a trailer.

10 Q. Do you have a telephone number?

11 A. Yes, but it's inactive right now
12 because I haven't had money to pay it.

13 Q. That's a cell phone?

14 A. Yes, cell phone.

15 Q. What is the number that is not active
16 right now?

17 A. (803) 271-9072.

18 Q. Do you have a Social Security number?

19 A. No.

20 Q. Do you have a driver's license?

21 A. No.

22 Q. Do you have any form of
23 identification?

24 A. Yes. Yes, I have my electoral card.

25 Q. Do you have it with you?

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Fuentes APA-39

ARMANDO FUENTES 09-16-2015

1 A. Yes.

2 Q. Can I see it?

3 A. That is from Mexico, and it serves as
4 an ID for here.

5 Q. Okay. Thank you.

6 Do you have a car?

7 A. No.

8 Q. How do you get places?

9 A. The guy that is with me takes me to
10 different places.

11 Q. What's his name?

12 A. Cristobal Jimenez.

13 Q. How do you know him?

14 A. He and I were roommates, and right now
15 basically I'm renting for free where he lives,
16 so right now he is holding you could say an
17 account for me with whatever he charges me by
18 month, and whenever I receive whatever monies
19 I'm going to receive, then I will pay him
20 back.

21 Q. Okay. Are you married?

22 A. Yes, sir.

23 Q. Where does your spouse live?

24 A. In Mexico.

25 Q. How long have you been married?

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Fuentes APA - 40

ARMANDO FUENTES 09-16-2015

1 A. Twenty-five years.

2 Q. What is your spouse's name?

3 A. Paula.

4 THE TRANSLATOR: I would have to ask
5 him to spell out or write her second name.

6 THE WITNESS: Last name Hernandez.

7 BY MR. STAVROU:

8 Q. And you have been married for 25
9 years?

10 A. Uh-huh.

11 Q. Does she ever come to see you in the
12 United States?

13 A. No, she -- no, she has never come.

14 Q. How long have you been in the United
15 States?

16 A. It's going to be two years now.

17 Q. Do you have any children?

18 A. Two.

19 Q. How old are they?

20 A. The oldest is 8; the youngest is 7.

21 Q. Where do they live?

22 A. I'm sorry?

23 Q. Where do they live?

24 A. You mean where are they?

25 Q. Yes.

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1 A. In Veracruz, Mexico.

2 Q. Do they live with their mother?

3 A. Yes, they are with her.

4 Q. Are your children and your wife

5 ~~financially dependent on you?~~

6 A. Yes. I'm the only one who provides
7 for them.

8 Q. Is there anyone else who is
9 financially dependent on you?

10 A. No. Not right now.

11 Q. How far did you go in school?

12 A. I never went to school.

13 Q. Not even in Mexico?

14 A. No.

15 Q. Can you read and write in Spanish?

16 A. No. I just know how to spell my name.

17 Q. Can you read and write at all in
18 English?

19 A. No.

20 Q. Have you ever used a computer?

21 A. No.

22 Q. Do you have any special job training,
23 like have any certificates or licenses?

24 A. No.

25 Q. Have you ever served in any military?

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1 A. No.

2 Q. Do you have a bank account?

3 A. Yes.

4 Q. With what bank?

5 ~~(Witness and translator have dialog in~~

6 Spanish.)

7 THE TRANSLATOR: Let me check the
8 battery on his device.

9 (A short break transpired.)

10 I'm sorry. Your last question?

11 MR. STAVROU: With what bank does he
12 have a bank account.

13 THE WITNESS: Bank of America.

14 BY MR. STAVROU:

15 Q. Do you have any health insurance?

16 A. No.

17 Q. Have you ever had a workers'
18 compensation claim other than the one we are
19 here for today?

20 A. No.

21 Q. Ever been hurt at work before other
22 than what we're here for today?

23 A. No.

24 Q. Have you ever filed a personal injury
25 claim against an insurance company for

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1 injuries sustained in a car accident or a
2 slip-and-fall or anything like that?

3 A. No.

4 Q. Have you been convicted of or pled
5 guilt to any crimes?

6 A. No.

7 Q. Have you ever received any
8 psychological or psychiatric treatment before?

9 A. No.

10 Q. How many different places have you
11 worked in the United States?

12 A. In New York and here now.

13 Q. What did you do in New York?

14 A. Landscaping.

15 Q. How long did you do the landscaping
16 work?

17 A. About eight months.

18 Q. About how much money did you make
19 doing that work?

20 A. \$75 a day.

21 Q. And how much did you work?

22 A. Eight months.

23 Q. How much would you normally work in a
24 week during that landscaping job?

25 A. It was from seven in the morning to

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1 six p.m.

2 Q. How many days a week?

3 A. Five.

4 Q. Did you get paid in cash or checks

5 or

6 A. In cash.

7 Q. Why did you leave that job?

8 A. Because there were six months of
9 winter, and with all that snow and ice, what
10 little bits of money that you were able to
11 save up would be spent with all that cold
12 weather, so I was able to get a job over here.

13 Q. What brought to you South Carolina?

14 A. Well, there was some friends from my
15 country that I knew that were living here, and
16 they told me that there was work here, so I
17 came over this way.

18 Q. And how many people or businesses have
19 you worked for in South Carolina?

20 A. For the poultry plant that is close by
21 and also for a chicken farm that is over by
22 Highway 121.

23 Q. What did you do at the poultry plant?

24 A. I would remove the feathers.

25 Q. How much did you make doing the job at

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1 the poultry plant?

2 A. 70 a day.

3 Q. How many days a week did you work?

4 A. Five days.

5 Q. Why did you stop doing that job?

6 A. Because they paid you very little
7 money there. I was also just in very poor and
8 dirty conditions all day from the turkeys, and
9 so I was able to apply for a job at this other
10 place, the chicken farm.

11 Q. What did you do at the chicken farm?

12 A. I would stock the eggs. In other
13 words, they put the eggs in a bucket and then
14 they put water over them, then they cover them
15 up, and so that is what I would do.

16 Q. How much did you make doing that job?

17 A. 7.25 the hour.

18 Q. And about how many hours a week would
19 you work?

20 A. Forty-six hours. That was the
21 overtime after the 40 hours, if we got any.
22 Sometimes 47 hours.

23 Q. Did you get paid in cash or check?

24 A. With check.

25 Q. What about at the poultry plant, did

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1 you get paid in cash or check?

2 A. Over there it was cash.

3 Q. Why did you leave the chicken farm?

4 A. Because also at the poultry plant it

5 was too little money, and after everything

6 that they took out, it was less than \$400 a

7 week that I had left over. Then I heard about

8 this other job with this other gentleman, and

9 they told me that it would be about a hundred

10 a day, so I figured, well, it's at least a

11 little bit more money that I could send to my

12 children, so that is how I ended up at that

13 job.

14 Q. Okay. And what job is this you are
15 talking about?

16 A. Roofing.

17 Q. And who hired you to do roofing work?

18 A. You mean who contracted me?

19 Q. Yes.

20 A. Jose Manuel Ortiz.

21 Q. And how did you come to know him?

22 A. Because one of the bakers that works
23 at the Princesa Bakery who also rents where I
24 rent a trailer spoke to me about the job, and
25 he spoke to him, asking him if he didn't have

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1 any work for me, so he told me, yes, to show
2 up at the bakery, and so that is when I showed
3 up at the Princesa Bakery, and he picked me up
4 that Monday morning.

5 Q. Is that how you would get to work for
6 Mr. Ortiz?

7 A. No. Later on the -- the guy who is
8 outside who transports me would lend me his
9 car, and I would have to get up at five
10 o'clock in the morning to go to this
11 contractor's home.

12 Q. When did you start working for
13 Mr. Ortiz?

14 A. It was a Monday.

15 Q. Do you know what month?

16 A. I don't remember the month.

17 Q. Do you remember approximately how long
18 ago it was?

19 A. Three months ago.

20 Q. Were you ever injured while working
21 for Mr. Ortiz?

22 A. No. Just now.

23 Q. Who were you working for when you got
24 injured?

25 MR. DUBOIS: Objection.

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1 THE WITNESS: To -- for Mr. Ortiz.

2 BY MR. STAVROU:

3 Q. Okay. Where were you working on the
4 day that you were injured?

5 A. It was a Tuesday because Monday we
6 hadn't worked. It was raining that Monday,
7 and we were changing the roof on that house.
8 I was putting up the corner pieces on the top
9 of the roof so that the rest of the paper
10 wouldn't move.

11 Q. Okay. And continue.

12 A. And so as I was nailing one of the
13 pieces of wood onto the roof -- and the other
14 guy was there helping me out -- I went to put
15 in one of the nails, and that is when I felt
16 that I had slipped. When I tried to grab on
17 to something, it was too late. I was already
18 on the floor.

19 Q. About how high up were you when you
20 fell?

21 A. Maybe from the height of here to here.

22 Q. And you were pointing. "From here to
23 here," what were you pointing at?

24 A. The height of -- of this ceiling, from
25 the height of there to this floor.

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1 MR. DUBOIS: Can you -- can you have
2 the witness describe that in feet or meters?

3 MR. STAVROU: Yeah. I'm going to ask
4 him to approximate it.

5 BY MR. STAVROU:

6 Q. Maybe 10 or 12 feet?

7 A. About 13 feet.

8 Q. Okay. Who was up there on the roof
9 with you when you fell?

10 A. A coworker.

11 Q. Do you know the coworker's name?

12 A. Well, I can't remember his name right
13 now, but, you know, we all call each other by
14 nicknames, and we call him Monkey.

15 Q. Do you know if Monkey works for
16 Mr. Ortiz?

17 A. Yes, he is still working.

18 Q. How long had you been doing roofing
19 work when your accident happened?

20 A. About a month after I started they put
21 me up on the roof so that I could learn how to
22 do things up there, how to work with the nail
23 gun, how to work with the paper, how to nail
24 on my own, and from there on out I was helping
25 them.

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1 Q. So did you know anything about roofing
2 before you started working for Mr. Ortiz?

3 A. No. That is where I learned.

4 Q. And you spent one month approximately
5 working for Mr. Ortiz before you went up on a
6 roof?

7 A. About a month, maybe a month and two
8 weeks, more or less.

9 Q. What did you do when you -- in this
10 one to one and a half months?

11 A. Yes. At the time that I didn't know
12 the roofing work, I would work on the floor.
13 I was their trash guy. I would pick up all
14 the trash that would come up off the roof..
15 Also I had to take up any packages of
16 shingles. I would also have to walk on the
17 roof on a beam of wood that they would attach
18 to the roof with the shingles on my shoulder.

19 Q. How long had you been working up on
20 the roofs when your accident happened?

21 A. From the moment I had begun to learn,
22 it had been about at least a month and a half.

23 Q. So would you say your accident
24 happened two or three months after you started
25 working for Mr. Ortiz?

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1 A. Uh-huh. Yes. For about maybe two
2 months after I had gone on up to the roof is
3 when I had the accident.

4 Q. Did you go to Newberry County Hospital
5 the day that your accident occurred?

6 A. When I fell, at that moment,
7 Jose Manuel Ortiz has just arrived, my boss,
8 and so he was the one who went over and helped
9 me up off the floor with another gentleman
10 called Luis, and so he took me to the
11 hospital, but on the way to the hospital he
12 told me that if they asked me how this
13 happened, that I needed to tell them that I
14 had fallen while I was walking, and so at the
15 hospital that is what I said because I was
16 fearful of losing my job, but the doctor
17 didn't believe it because he told me, The
18 injury that you have and how you told me that
19 this happened just doesn't -- don't match up.

20 MR. DUBOIS: Sorry to interrupt. Can
21 you say the name of the other gentleman once
22 more for me?

23 MR. STAVROU: Yeah. Sure. Yeah.

24 THE TRANSLATOR: Luis.

25 MR. DUBOIS: Luis. Okay. Thank you.

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1 BY MR. STAVROU:

2 Q. So it was Luis and Jose Manuel Ortiz
3 that went with you to the hospital?

4 A. Correct. They both put me into the
5 truck. They both took me to the hospital.

6 They both took me into the hospital as well,
7 and Jose Manuel Ortiz told the other
8 gentleman, I have to go. Here is my number.
9 Call me if anything happens.

10 So it was after Jose Manuel Ortiz left
11 that the doctor asked me again, How did this
12 happen? And that is when I told him the
13 truth, that I was doing my job on a roof, that
14 I was roofing. I told him how it happened,
15 but that I didn't tell him that initially
16 because I was fearful of losing my job and
17 possibly being taken out of the area as well.

18 Q. Okay. What did you injure when you
19 fell?

20 A. My foot was broken.

21 Q. Your right foot?

22 A. Yes, my right one.

23 Q. Were you injured anywhere else when
24 you fell?

25 A. No. I had fallen on my side and my

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1 ribcage hurt, but that was -- that had already
2 gone by. My foot was the one that had broken.

3 Q. How is your right foot doing today?

4 A. Well, right now they already did the
5 surgery on it, they already put in a tube,
6 they already put some pieces of metal in
7 there, and I'm doing rehab, and next month on
8 the 10th I have to go back to rehab.

9 Q. And did your accident occur on June
10 30, 2015?

11 A. Yes, June 30th, at 9:30 in the
12 morning.

13 Q. Were you in Newberry when it happened?

14 A. Yes, here in Newberry.

15 Q. Were you working on a house?

16 A. Yes, it was a home.

17 Q. How did you get to work that day?

18 A. Jose Manuel Ortiz went to pick me up
19 very early and took me to the job site.

20 Q. And how were you being paid for that
21 job?

22 A. He would pay me a hundred dollars a
23 day. We would start at seven o'clock in the
24 morning, and depending on how long the day is,
25 we would finish up at seven or eight or even

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1 nine o'clock at night.

2 Q. And were you paid in cash or check?

3 A. In cash.

4 Q. And who gave you the cash?

5 A. He did. He would pay me.

6 Q. Jose Manuel Ortiz?

7 A. Yes.

8 Q. Were you paid for your work on the day
9 that you fell?

10 A. He didn't pay me from there on out.

11 Q. Did you work at all the day before?

12 A. The day before we hadn't, and Saturday
13 I only worked half a day.

14 Q. When you worked that Saturday before
15 your accident, was it on the same house where
16 you fell?

17 A. No. That Saturday when we worked, we
18 had finished up a job that day, and like I
19 said before, that Monday it had rained, so we
20 didn't work, and then Tuesday we started on
21 that new house.

22 Q. And Jose Manuel Ortiz is the one who
23 took you to that house?

24 A. He delivered me to that home. The
25 rest of the workers were taken by his son. He

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ARMANDO FUENTES 09-16-2015

1 drives a different truck.

2 Q. Who supplied the tools that you used
3 on this job where you fell?

4 A. He gave us the tools to work at
5 that --- at that job site.

6 Q. Is "he" Jose Manuel Ortiz?

7 A. Yes, Jose Manuel Ortiz.

8 Q. And did you expect to be paid by
9 Jose Manuel Ortiz on the day that you fell?

10 A. I did expect him to pay me something,
11 but by the time the weekend arrived, he paid
12 me 250.

13 Q. The weekend after you fell?

14 A. Yes. That was after I had fallen on
15 June the 30th. On that Saturday he gave me
16 that monies.

17 Q. Did he tell you why he gave you \$250?

18 A. The week after he paid me \$160, and
19 the week after that he paid me another \$250.
20 After that he also paid twice for my
21 medicines. I think one time it was \$50 and
22 another time it was \$45.

23 From there on out he told me that he
24 would continue to help me, but that I needed
25 to sign a piece of paper for him saying

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1 that -- I guess in his mind, that I wouldn't
2 do anything against him and that he would pay
3 me \$500 a week and -- so that way he could
4 help me out with what he could depending on
5 how the jobs went.

6 Q. And this is Jose Manuel Ortiz?

7 A. Jose Manuel Ortiz.

8 Q. When you got to the job site on the
9 morning that you fell, who told you what to
10 do?

11 A. Well, that morning I went up to the
12 roof with the shovels and my tool belt, and I
13 would put my tool belt on. I would help the
14 guys that were up on the roof to make
15 measurements, and I would also help them
16 nailing anything that needed to be nailed.

17 Q. Who told you to do those things?

18 A. Jose Manuel Ortiz's son.

19 Q. Do you know his name?

20 A. Gerardo.

21 Q. Have you been to work at all since you
22 fell?

23 A. No, I haven't worked. It's been a
24 month and a half that I haven't been able to
25 send anything to my wife and my children, and

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1 the guy that brought me here has been helping
2 me out with all of my bills, transportation,
3 fuel, and so that is only conditional so that
4 whenever I get my help or monies, that I can
5 pay him back.

6 Q. And who is it that is helping you?

7 A. Cristobal Jimenez.

8 Q. And in addition to you receiving
9 medical treatment at Newberry Hospital, have
10 you also been receiving treatment from a
11 doctor at Palmetto Bone & Joint?

12 A. No. Only with Dr. Garcia.

13 Q. How about a Dr. Milner?

14 A. Well, I don't really know their names,
15 but if it's not the doctor that is at the
16 hospital, then it's the doctor at the place
17 where I'm receiving treatment now.

18 Q. Okay. Are you seeing the doctor who
19 did the surgery on you at the hospital?

20 A. Yes, he is the one that is giving me
21 treatment now.

22 Q. And he is the one that has you doing
23 physical therapy?

24 A. Yes. He is the one who puts on the
25 cast, takes it off, or would take it off

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1 whenever I had it, and does the therapy.

2 Q. When did you get your cast off?

3 A. The 20th of last month.

4 Q. Do you know if you are under any work

5 ~~restrictions from the doctor?~~

6 A. Yes. He told me not to place my foot
7 firmly, with any weight, on the floor for the
8 next four weeks, and so whenever I go back on
9 the 10th of next month, he will tell me if I
10 can put any weight on my foot.

11 Q. Do you feel that your right foot is
12 getting any better with your medical
13 treatment?

14 A. Well, the scar and the wound have
15 healed, but because the doctor has prohibited
16 me from putting any weight on the foot -- and
17 I haven't even tried -- I don't know until I
18 go back how exactly my foot is doing.

19 Q. Are you using crutches to walk right
20 now?

21 A. Yes, I'm using my crutches.

22 Q. What are they doing for you in
23 physical therapy?

24 A. Right now they are just following up
25 on me because what they do is that they have

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1 me do some x-rays on the top and the bottom of
2 my foot and on the sides, and then I go in and
3 talk with the doctor, and he tells me how I'm
4 doing according to the x-rays.

5 Q. Have you been anywhere to do any
6 stretching or exercises for your foot?

7 A. No.

8 Q. Have you been anywhere besides
9 Newberry Hospital and the doctor's office for
10 treatment for your right foot?

11 A. No.

12 Q. Have you ever injured your right foot
13 before you fell off the roof?

14 A. No. Never.

15 Q. Are you currently taking any
16 medication?

17 A. Yes.

18 Q. What medication?

19 A. I left it at home.

20 Q. Do you know what it's for? Like is it
21 pain medication?

22 A. Well, it's for pain, and sometimes I
23 have to take two in a day because it depends
24 how the pain is doing on each day. Sometimes
25 I only have to take one in the day, but I have

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1 to take them every day because the pain is
2 constant.

3 Q. Are these prescription medications
4 from the doctor or is it something you can
5 just buy in the store?

6 A. No. It is -- no. It is prescribed.
7 Anything I'm taking, it's through him.

8 Q. Do you feel you need more medical
9 treatment now for your right foot?

10 A. Yes.

11 Q. Why?

12 A. Right now I'm in a lot of pain, and I
13 don't know how firm I can stand on my foot.
14 It's -- it becomes very desperate for me
15 because I don't think that I'm going to be as
16 I was before.

17 Q. Have you ever had to be in the
18 hospital overnight before?

19 A. No.

20 Q. Have you ever had surgery before other
21 than the surgery on your right foot after you
22 fell?

23 A. No... No.

24 Q. Have you had any accidents or injuries
25 after you fell off the roof?

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1 A. No.

2 Q. And you are currently not working?

3 A. No. Nothing.

4 Q. Have you worked anywhere since you

5 last worked for Jose Manuel Ortiz?

6 A. No.

7 Q. Have you worked at all since your
8 accident?

9 A. No. I can't.

10 Q. Were you working for anyone other than
11 Jose Manuel Ortiz at the time that you fell
12 off the roof?

13 A. No.

14 Q. Are you presently having any problems
15 with anything other than your right foot that
16 you would relate to this accident?

17 A. No.

18 Q. Do you have any hobbies that you like
19 to participate in outside of work?

20 A. Uh-huh.

21 Q. Like hunting or fishing or sports?

22 A. No.

23 Q. What do you do when you are not at
24 work?

25 A. Usually I just go in my room. I spend

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1 the rest of the day in there until the next
2 day to go back to work.

3 Q. And you may have answered this
4 already, but how much money have you received
5 from Jose Manuel Ortiz after you fell off the
6 roof?

7 A. The first week when I fell it was
8 \$250; the second week after I fell was \$160;
9 the third week after I fell it was \$250.
10 Those were the amounts that he had given me.

11 Q. And you said you normally made a
12 hundred in cash from Jose Manuel Ortiz?

13 A. Yes. He was the only one that would
14 pay me.

15 Q. How many days a week did you usually
16 work?

17 A. It was usually five days a week. When
18 there was a lot of work, it was about six days
19 a week.

20 Q. Do you have any documentation to show
21 that you have worked for Jose Manuel Ortiz or
22 any documentation of the money that he has
23 paid you?

24 A. No.

25 Q. When you lived in Mexico, what type of

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1 work did you normally do?

2 A. I was a sugar cane cutter.

3 Q. Did you do any other type of work in
4 Mexico?

5 A. That is all the type of work where I
6 live, is just sugar cane.

7 MR. STAVROU: I don't have any more
8 questions for you at this time, Mr. Fuentes.
9 Please answer any questions your attorney may
10 have.

11 MR. DUBOIS: I have no questions.
12 Thank you, Armando.

13 (The deposition concluded at
14 approximately 3:13 p.m.)
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ARMANDO FUENTES 09-16-2015

1 CERTIFICATE OF REPORTER

2
3
4 I, Shelley Burgoyne, Court Reporter
and Notary Public for the State of South
5 Carolina at Large, do hereby certify:

6 That the foregoing deposition was
7 taken before me on the date and at the time
and location stated on Page 1 of this
8 transcript; that the deponent was duly sworn
to testify to the truth, the whole truth and
9 nothing but the truth; that the testimony of
the deponent and all objections made at the
10 time of the examination were recorded
stenographically by me and were thereafter
11 transcribed; that the foregoing deposition as
typed is a true, accurate and complete record
12 of the testimony of the deponent and of all
objections made at the time of the examination
to the best of my ability.

13 I further certify that I am neither
14 related to nor counsel for any party to the
cause pending or interested in the events
15 thereof.

16 Witness my hand, I have hereunto
17 affixed my official seal this 24th day of
September, 2015, at Lexington County, South
Carolina.

18
19
20
21
22
23 Shelley Burgoyne, Court Reporter
Notary Public.
24 State of South Carolina at Large
My Commission expires:
25 June 29, 2020

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1 State of South Carolina
2 Before the
3 South Carolina Workers' Compensation
4 Commission
5 WCC File No.: 1508997

6 Armando Fuentes,)
7 Employee,)
8 Claimant,)
9 vs.)
10 Mays Contracting)
11 Company, LLC,) Deposition of
12 Employer,) THADDEUS EVERETT MAYS
13 and)
14 Builders Mutual)
15 Insurance Company,)
16 Carrier,)
17 Defendants.)

18 Deposition on oral examination of
19 THADDEUS EVERETT MAYS, reported by
20 Shelley Burgoyne, Court Reporter and Notary
21 Public in and for the State of South Carolina;
22 said deposition taken pursuant to notice of
23 deposition and in accordance with the South
24 Carolina Rules of Civil Procedure, at
25 Parr Building, 1303 Main Street, Suite 213,
Newberry, South Carolina, commencing on
Wednesday, September 16, 2015, at the hour of
3:29 p.m.

APPEARANCES

Representing the Employee/Claimant:

JOE DUBOIS, ESQUIRE (Via Teleconference)
Naert & DuBois, LLC

22 New-Orleans Road, Suite 1
Post Office Box 7228 (29938)
Hilton Head Island, South Carolina 29928

Representing the Employer/Carrier:

W. STRAT STAVROU, JR., ESQUIRE
Willson, Jones, Carter & Baxley, PA
4500 Fort Jackson Boulevard
Columbia, South Carolina 29209

1 CONTENTS

2 (Deposition of THADDEUS EVERETT MAYS)

3		Page
4	Stipulations	4
5	Examination by Mr. DuBois	4
6	Signature of Deponent	15
7	Certificate of Reporter	16

16 * * * * *

17 EXHIBIT INDEX

18 REPORTER'S NOTE: No exhibits were marked for
19 identification.

THADDEUS EVERETT MAYS 09-16-2015

1 This deposition is taken in accordance
2 with the South Carolina Rules of Civil
3 Procedure.

4 It is agreed and stipulated by the
5 deponent and respective counsel that the
6 reading and signing of the deposition
7 transcript by the deponent is expressly not
8 waived.

9 WHEREUPON:

10 THADDEUS EVERETT MAYS, being duly
11 sworn and cautioned to speak the truth, the
12 whole truth and nothing but the truth,
13 testified as follows:

14 EXAMINATION

15 BY MR. DUBOIS:

16 Q. Good afternoon, sir. My name is
17 Joseph DuBois. I'm an attorney, and I
18 represent Armando Fuentes in a workers'
19 compensation claim you are here about today.

20 Can you tell me your name and please
21 spell it for me?

22 A. My name is Thaddeus Everett Mays,
23 T-H-A-D-D-E-U-S, E-V-E-R-E-T-T, M-A-Y-S.

24 Q. And, Mr. Mays, I would like to first
25 go over some of the rules about depositions

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THADDEUS EVERETT MAYS 09-16-2015

1 with you, and then we will get into the
2 substance.

3 You are here today to give deposition
4 testimony. Have you ever done that before?

5 A. Yes, I have.

6 Q. Okay. Just briefly then, I won't
7 belabor the point, I will go over the rules.
8 It's a question and answer process. I will be
9 asking you questions, and I appreciate you
10 giving verbal or audible answers so that the
11 transcription can be made.

12 I ask that your answers be truthful in
13 so far as this is sworn testimony. If you
14 don't understand a question that I'm asking,
15 if you ask me to rephrase it, I will be glad
16 to do so. I want you to understand my
17 questions so that you can give accurate
18 responses.

19 If you need to take a break at any
20 time during the proceedings, simply let me
21 know. I will be glad to recess the proceeding
22 and you can take a break, need to use the
23 restroom or get a snack or whatever you would
24 like. Okay?

25 A. Very good.

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THADDEUS EVERETT MAYS 09-16-2015

1 Q. During the course of this deposition,
2 which is from now until the deposition has
3 concluded, your responses are yours and yours
4 alone. You are not to ask any outside
5 parties, including attorneys, for any advice
6 on how to answer.

7 There are certain exceptions to that
8 such as attorney/client privilege matters, but
9 generally speaking, if you hear an objection,
10 that is for the record, and you still answer
11 on your own the question that is asked.

12 Okay? Do you have any questions about
13 those general instructions?

14 A. Not at this time.

15 Q. Okay. Wonderful. We wanted to take
16 the deposition of Mays Contracting Company,
17 LLC, and I believe they nominated you or
18 perhaps you self-nominated. Are you the best
19 person to ask questions about the workers'
20 compensation claim that we brought?

21 A. I am.

22 Q. Okay. How do you know
23 Armando Fuentes? Do you know him -- who that
24 person is?

25 A. I do not know this gentleman. I've

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Fuentes APA-71

1 never met him. I saw him leave this office.

2 Q. How about, do you know

3 Jose Manuel Ortiz?

4 A. Yes.

5 Q. How do you know that person?

6 A. He does subcontract work for my
7 company.

8 Q. What is your ownership interest in
9 Mays Contracting Company?

10 A. I own it in its entirety.

11 Q. You are the soul member?

12 A. I'm the soul member.

13 Q. Okay. What is the nature of your
14 company's business?

15 A. We do general contracting work.

16 Q. Commercial or residential?

17 A. We do both.

18 Q. What type of a sub is Jose's company?

19 A. They do roofing and other repairs for
20 me...

21 Q. How often do you use Jose's company?

22 Is that your sole roofing subcontractor or do
23 you have others?

24 A. I have others.

25 Q. Okay. How frequently do you use

THADDEUS EVERETT MAYS 09-16-2015

1 Jose's company?

2 A. Frequently.

3 Q. Have you ever gotten from Jose's
4 company at any point in time, and let's just
5 say the last year, a certificate of workers'
6 compensation coverage?

7 A. Yes.

8 Q. Okay. Have you provided that
9 information in this claim to the attorneys?

10 A. Yes.

11 Q. Do you know who the insurer is on that
12 certificate?

13 A. I do not recall.

14 Q. Do you know how many personnel Jose
15 has in his employ?

16 A. No.

17 Q. How is Jose paid typically?

18 A. He is paid generally each week,
19 depending on the volume of work that he
20 participates in.

21 Q. Okay. But how do you arrive at the
22 figure to pay Jose? Is it a set weekly
23 amount?

24 A. No. No. It varies entirely on the
25 amount of work being done.

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THADDEUS EVERETT MAYS 09-16-2015.

1 Q. Okay. Is it per project or per hour?

2 A. Per project.

3 Q. What is a range for residential
4 roofing projects?

5 A. I'm not sure I completely understand
6 your question.

7 Q. For a typical residential roofing
8 project for which you would hire Jose's
9 company, what is the range of payments that
10 you would likely pay him?

11 A. Maybe a thousand to 1,6-, 1,700.

12 Q. I'm sorry. You said 1,000 to 1,600?

13 A. That is correct.

14 Q. Okay. Have you had any conversations
15 with Jose about this workers' compensation
16 claim?

17 A. Briefly.

18 Q. Please describe the conversations
19 including when they took place.

20 A. I asked -- I was unaware of this
21 incident, and once I was informed of it, I
22 asked him what he knew, and he, you know, in
23 his broken English said, you know, Don't worry
24 about it, I will take care of it, and that is
25 basically what we said. We've not talked any

THADDEUS EVERETT MAYS 09-16-2015

1 more about it since.

2 Q. When did you first find out about the
3 workers' compensation claim?

4 A. I was notified by the attorneys that
5 this had -- this thing had happened.

6 Q. What project would Jose have been
7 working on June 30, 2015; do you know?

8 A. Not offhand, but I could check
9 records.

10 Q. Okay. Would that be consistent with a
11 timeframe in which you would have perhaps
12 hired Jose through your company?

13 A. Yes.

14 Q. Do you typically do residential
15 construction jobs in Newberry County?

16 A. Yes. Not -- not solely in Newberry.

17 Q. Would that be in any way unusual?

18 A. No.

19 Q. Can you list for me foremen or other
20 supervisors that might be on a job site for a
21 residential construction project?

22 A. Are you asking me on jobs that Jose
23 would be involved in or my other projects?

24 Q. Yes, sir. You can confine your answer
25 to just projects in which Jose's company might

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1 be involved.

2 A. It would be extremely unusual for
3 anyone other than him to be on the job.

4 Q. What about from your company, from
5 Mays?

6 A. That was what I was --

7 Q. How many employees do you have?

8 A. That was what I was referring to. It
9 would be unlikely for any of my other
10 employees, any of my employees, to be on the
11 job while he was on the job.

12 Q. Okay. Let me back up. How many
13 employees does Mays Contracting Company, LLC,
14 employ?

15 A. (No verbal response.)

16 Q. Does it have any employees?

17 A. Yes, it does. I'm trying to add them
18 up.

19 Q. Okay.

20 A. I'm not sure exact number. Probably
21 eight to ten.

22 Q. Now, why would it be unusual for there
23 to be a supervisor or foreman or somebody else
24 from Mays on a job site where Jose is working?

25 A. We -- we present him with the scope of

THADDEUS EVERETT MAYS 09-16-2015

1 work to be done. He is a competent sub, and
2 he handles the job on his own. At the
3 completion of the job, he notifies us. We
4 come back and inspect the work. That's simply
5 the way it works.

6 Q. Okay. I also anticipate that at the
7 same time that you are hiring Jose to do
8 roofing work, there are other subcontractors
9 that would need supervision. Is that not
10 correct?

11 A. That is correct.

12 Q. And for a given construction project
13 of a residential nature, would there not be a
14 supervisor there to oversee all of that work?

15 A. On some of my other projects, yes,
16 sir.

17 Q. Okay. Do you know how Jose
18 compensated his people? Are you aware of
19 that?

20 A. I am not aware of that. I have no
21 information to that effect.

22 Q. Okay. How about the number of people
23 that Jose has within his company, do you know
24 that?

25 A. I have no idea what his number of

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THADDEUS EVERETT MAYS 09-16-2015

1 people is. I...

2 Q. Okay. Obviously, Armando, you
3 testified you weren't familiar with. Are you
4 familiar with any of his other people?

5 A. Only his son.

6 Q. Okay. What is his son's name?

7 A. Omaro Ortiz is the only way I've heard
8 him referred to.

9 Q. All right. Am I correct in
10 understanding your position in a legal sense
11 is that Armando was not an employee of
12 Mays Contracting Company?

13 A. That is absolutely correct. He was
14 not, is not, has never been an employee of
15 Mays-Contracting Company.

16 Q. Technically, sir, that is probably
17 going to be determined at a hearing, but as
18 far as you are concerned, that is the case,
19 correct?

20 A. That is correct as far as I'm
21 concerned, yes, sir.

22 Q. Do you have anything you would like to
23 add, sir? I have no other questions for you
24 if you don't.

25 A. No, sir. Have a nice day.

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THADDEUS EVERETT MAYS 09-16-2015

1 MR. DUBOIS: Thank you. Have a great
2 day.

3 MR. STAVROU: No further questions.

4 (The deposition concluded at

5 approximately 3:41 p.m.)

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Fuentes APA - 79

SIGNATURE OF DEPONENT

I, the undersigned,

THADDEUS EVERETT MAYS, do hereby certify that

I have read the foregoing deposition and find

it to be a true and accurate transcription of

my testimony, with the following corrections,

if any:

PAGE	LINE	CHANGE	REASON

THADDEUS EVERETT MAYS, Date

1 CERTIFICATE OF REPORTER

2
3
4 I, Shelley Burgoyne, Court Reporter
and Notary Public for the State of South
5 Carolina at Large, do hereby certify:

6 That the foregoing deposition was
7 taken before me on the date and at the time
and location stated on Page 1 of this
8 transcript; that the deponent was duly sworn
to testify to the truth, the whole truth and
9 nothing but the truth; that the testimony of
the deponent and all objections made at the
10 time of the examination were recorded
stenographically by me and were thereafter
11 transcribed; that the foregoing deposition as
typed is a true, accurate and complete record
12 of the testimony of the deponent and of all
objections made at the time of the examination
to the best of my ability.

13 I further certify that I am neither
14 related to nor counsel for any party to the
cause pending or interested in the events
15 thereof.

16 Witness my hand, I have hereunto
17 affixed my official seal this 25th day of
September, 2015, at Lexington County, South
18 Carolina.

19
20
21
22
23 Shelley Burgoyne, Court Reporter
Notary Public.
24 State of South Carolina at Large
My Commission expires:
25 June 29, 2020.

Berkley

ASSIGNED RISK SERVICES 
a W. R. Berkley Company

October 26, 2015

Jose M Ortiz Mendoza
2016 Montgomery St
Newery SC 29108-4516

RE: Employee: Armando Fuentes
Employer: Jose M. Ortiz Mendosz
DOI: 06/30/2015
Claim #: 1000156651
Policy #: WC-39-84-016495

Dear Mr. Mendoza :

Berkley Assigned Risk Services provides all claims management and policy issuance services for workers compensation policies issued by our affiliate, Riverport Insurance Company, in its capacity as an assigned risk plan servicing carrier for the State of South Carolina. By agreement, Riverport Insurance Company has authorized and delegated to Berkley Assigned Risk Services all administrative responsibilities for its assigned risk insurance business.

We recently received the enclosed Form 12-A First Report of Accident dated 06/30/2015.. An inspection of the document indicates that Mr Fuentes is alleging that on 06/30/2015 she sustained a work related injury to his right ankle, right leg and right ribs while employed by Joes M. Ortiz Mendoza. He is further claiming entitlement to unspecified South Carolina workers compensation benefits due to this injury.

A review of our records indicates a South Carolina Workers Compensation Assigned Risk Plan Policy was issued to Jose M> Ortiz Mendoza, Inc. by Riverport Insurance Company administered by Berkley Risk Administrators Company. This policy was issued with a policy period of 01/11.2015 through 01/11.2016. Unfortunately this policy was cancelled on 04/30/2015 at 12:01 AM due to failure to cooperate with policy services requirements. Notice of Cancellation was mailed to you by certified mail on 04/15/2015.. A copy of this Notice of Cancellation is enclosed with this letter.

PO Box 59143 • Minneapolis MN 55459-0143
(612) 766-3000 • Fax (886) 815-8024

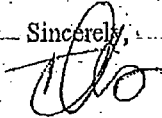
Equal Opportunity Employer

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Mr. Fuentes alleged injury of 06/30/2015 falls outside our period of coverage. As a result, it is our position that this policy does not provide indemnification for Mr. Fuentes' claim against Jose M Ortiz Mendoaz. It is further our position this policy does not create a duty for us to defend the claim on your behalf.

I therefore strongly urge you to contact either your new workers compensation carrier or private legal counsel in order to protect your interests in this matter.

Sincerely,



Cecilia Bergin
Senior Claims Representative

Enclosures – Form 12A
Notice of Cancellation

cc:
Armando Fuentes
c/o Naert & Duboise LLC
220 New Orleans Rd #1
Hilton Head SC 29928
Atty – Zach Naert

BB&T Insurance Services
3318 W Friendly Ave, 400
Greensboro NC 27410

Fuentes APA - 83

WORKERS' COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP) Ortiz Construction 2026 Montgomery Street Newberry, SC 29108		CARRIER/ADMINISTRATOR CLAIM NUMBER	OSHA LOG NUMBER	REPORT PURPOSE CODE
INDUSTRY CODE		EMPLOYER FEIN	JURISDICTION	
			JURISDICTION CLAIM NUMBER	
		INSURED REPORT NUMBER		
		EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)		LOCATION #
				PHONE # Unknown
CARRIER/CLAIMS ADMINISTRATOR				
CARRIER (NAME, ADDRESS, & PHONE #)		POLICY PERIOD TO		CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE #)
		CHECK IF APPROPRIATE ☐ SELF INSURANCE		
CARRIER FEIN		POLICY/SELF-INSURED NUMBER Binder 11453323		ADMINISTRATOR FEIN
AGENT NAME & CODE NUMBER				
EMPLOYEE/WAGE				
NAME (LAST, FIRST, MIDDLE) Fuentes, Armando		DATE OF BIRTH 08/26/1987	SOCIAL SECURITY NUMBER N/A	DATE HIRED UNKNOWN
ADDRESS (INCL ZIP) 1244 Kinard Street, Lot 22 Newberry, SC 29108		SEX ☒ Male ☐ Female ☐ Unknown	MARITAL STATUS ☒ Unmarried/Single/Divorced ☐ Married ☐ Separated ☐ Unknown	STATE OF HIRE SC
PHONE 803-271-9072		# OF DEPENDENTS	OCCUPATION/JOB TITLE Unknown	
RATE PER: ☐ DAY ☐ MONTH ☐ WEEK ☐ OTHER:		DAYS WORKED/WEEK	EMPLOYMENT STATUS	
			NCCI CLASS CODE	
			FULL PAY FOR DAY OF INJURY? ☐ YES ☐ NO	
			DID SALARY CONTINUE? ☐ YES ☐ NO	
OCCURRENCE/TREATMENT				
TIME EMPLOYEE BEGAN WORK ☐ AM ☐ PM Unknown	DATE OF INJURY/ILLNESS 08/30/2015	TIME OF OCCURRENCE ☐ Unknown ☐ () CANNOT BE DETERMINED	LAST WORK DATE 08/30/2015	DATE EMPLOYER NOTIFIED DATE DISABILITY BEGAN
CONTACT NAME/PHONE NUMBER 843-686-5500	TYPE OF INJURY/ILLNESS Multiple		PART OF BODY AFFECTED Multiple	
DID INJURY/ILLNESS/EXPOSURE OCCUR ON EMPLOYER'S PREMISES? ☐ YES ☐ NO	TYPE OF INJURY/ILLNESS CODE		PART OF BODY AFFECTED CODE	
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED		ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
Job Site				
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED Nailing roofing paper.		WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED Nailing roofing paper.		
HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL Employee fell off of roof and sustained injuries to right foot, right leg and ribs.		CAUSE OF INJURY CODE		
DATE RETURNED TO WORK	IF FATAL, GIVE DATE OF DEATH	WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? ☐ YES ☐ NO		
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS) Newberry County Memorial Hospital 2669 Kinard Street Newberry, SC 29108		INITIAL TREATMENT 0 ☐ NO MEDICAL TREATMENT 1 ☐ INHOS BY EMPLOYER 2 ☐ INHOS CLINICAL/OSP 3 ☐ EMERGENCY CARE 4 ☐ HOSPITALIZED > 24 HOURS 5 ☐ FUTURE MAJOR MEDICAL TREATMENT ANTICIPATED		
OTHER				
WITNESSES (NAME & PHONE #)				
DATE ADMINISTRATOR NOTIFIED 10/22/2015	DATE PREPARED 10/22/2015	PREPARER'S NAME & TITLE Ann Erskine, Paralegal		PHONE NUMBER 843-686-5500

WCC FORM 12-A
REV. DATE 04/08

SEE INSTRUCTIONS FOR IMPORTANT INFORMATION

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Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995

Administered by Berkley Assigned Risk Services

P.O. Box 59143, Minneapolis, Minnesota 55459-0143

Toll Free (888) 548-7431 Fax (866) 215-8118

www.berkleyassignedrisk.com policyservices@berkleyrisk.com

NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY

1. The Insured:

WCIP

Date: 4/15/2015

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION

Tax ID#: F 68-9766458

2028 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Policy Period: From: 1/11/2015
To: 1/11/2016

Date of Mailing: 4/15/2015

The above policy is cancelled effective 4/30/2015 12:01 a.m. standard time
at the insured's mailing address.

Reason for cancellation: Non-Compliance Underwriting Requirements

Employer identified as having an undisputed premium or other monetary obligation
on a prior workers compensation policy.

Please contact NCCI at 800-622-4123 to resolve this matter.

CMN 91 7199 9991 7034 4164 6669

Cancel type: Pro Rata

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 89 08 09 C
BA 3420 (10/97)

Fuentes APA - 85



Claimant's Name: Armando Fuentes Employer's Name: Mays Contracting/Ortiz Construction
Address: 1244 Kinard Street, Lot 22 Address: _____
City: Newberry State: SC Zip: 29108 City: _____ State: _____ Zip: _____
Home Phone: () - Work Phone: () - Carrier: Builders Mutual/Riverport Insurance Company
Preparer's Name: Michael A. Farry Preparer's Phone #: (864) 233-4351

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

☐ Injury ☐ Illness ☐ Repetitive Trauma

1. Compensation Rate: \$unknown 2. AWW: \$unknown Date of Injury: alleged 6/30/15
3. Type of injury and body part(s): Claimant alleges injury to right foot, right leg, and ribs when he allegedly fell off a roof
4. Facts in controversy: See paragraph 5.

5. Legal Issues Involved: Riverport Insurance Company issued a workers' compensation policy insuring Jose M. Ortiz Mendoza DBA Ortiz Construction with effective policy period from 1/11/15 - 1/11/16. On 4/15/15, Notice of Cancellation of Workers' Compensation Policy was sent to Jose M. Ortiz Mendoza DBA Ortiz Construction advising of cancellation of policy effective 4/30/15 due to non-compliance underwriting requirements.

6. Unusual aspects: None Known

7. Witnesses (designate if expert):* Cecelia Bergin, Berkley Assigned Risk Services

8. Exhibits: Notice of Cancellation of Workers' Compensation Policy; 10/26/15 letter to Jose M. Ortiz Mendoza; copy of Underwriting file

9. Medical evidence (indicate report pursuant to R.67-612; deposition or appearance):
N/A

10. Name, address, and specialty, if any, of the treating physician: N/A

11. Impairment rating(s); body part(s); physician and date of opinion: N/A

12. I am amending my Form 50/51 in the following manner: _____

☐ Mediation

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

Questions regarding mediation may be submitted to mediation@wcc.sc.gov.

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

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to Zach S. Naert address P.O. Box 7228, Hilton Head, SC 29938 on the day of January, 2016 by: ☒ first class postage ☐ certified mail ☐ personal service.

Signature: Michael A. Farry Email: mfarry@hortonlawfirm.net
Date of hearing: 2/9/16 Time needed for hearing: _____

Questions about the use of this form should be directed to the Jurisdictional Commissioner. Refer to Regulations 67-204 through 67-211 and Regulations 67-601 through 67-615; as well as Regulation 67-1801. File this form and proof of service on the opposing party according to R.67-611 and R.67-212. Do not send medical reports. * Commissioners reserve the right to admit expert witnesses at hearings.

WCC Form # 58
Revised 7/13



DAVID B. WARD
WALLACE A. MULLINAX, JR.
MICHAEL A. FARRY
THOMAS R. DUGAS
BRUCE B. CAMPBELL

OF COUNSEL

JOSEPH M. JENKINS, JR.
RICHARD N. TAPP, P.A.

January 29, 2016

VANCE B. DRAWDY
1928-1997

J. WRIGHT HORTON
1919-2011

Honorable Aisha Taylor
Commissioner
SC Workers' Compensation Commission
Post Office Box 1715
Columbia, South Carolina 29202-1715

Re: Armando Fuentes v. Mays Contracting/Oriz Construction
WCC File No.: 1508997

Dear Commissioner Taylor:

Enclosed you will find W.C.C. Form 58 (Pre-Hearing Brief) and Notice of Witnesses and Written Medical Reports to be Introduced as Direct Evidence on Behalf of Defendant Riverport Insurance Company in the above matter.

By copy of this letter, we are forwarding a copy of same together with the medical reports to Claimant's attorney, Zach Naert.

With kind regards, I remain,

Respectfully yours,

HORTON, DRAWDY, WARD, MULLINAX
& FARRY, P.A.

Michael A. Farry

Michael A. Farry

MAF/lc
Enclosure

cc: Zach S. Naert
William T. Littlejohn
Cecilia Bergin

307 PETTIGRU STREET • GREENVILLE, SOUTH CAROLINA 29601
864.233.4351 • FAX 864.233.7142 • WWW.HORTONLAWFIRM.NET

BEFORE THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

STATE OF SOUTH CAROLINA)

COUNTY OF NEWBERRY)

W.C.C. FILE NO.: 1508997

Armando Fuentes, Employee,)

Claimant,)

vs.)

May Contracting Company,)

LLC; Jose M. Ortiz Mendoza)

DBA Ortiz Construction;)

Builders Mutual Insurance)

Company; and Riverport)

Insurance Company,)

Defendants.)

NOTICE OF WITNESSES AND
WRITTEN MEDICAL REPORTS
TO BE INTRODUCED AS DIRECT
EVIDENCE ON BEHALF OF
DEFENDANT RIVERPORT INSURANCE
COMPANY

TO: SOUTH CAROLINA WORKERS' COMPENSATION
COMMISSION AND CLAIMANT:

YOU ARE HEREBY NOTIFIED THAT THE Defendant Riverport Insurance Company, pursuant to the provisions of the South Carolina Workers' Compensation Act and South Carolina Code Section 1-23-330, 1985, as amended (South Carolina Administrative Procedures Act), herewith submits the following medical reports and documents as direct evidence on behalf of the Defendant Riverport Insurance Company:

APA #	Physician/Document	Date	Page #s
1	Notice of Cancellation of Worker' Compensation Policy	4/15/15	1
2	Letter to Jose M. Ortiz Mendoza	10/26/15	2 - 3
3	Copy of Underwriting File		4 - 112

YOU ARE FURTHER NOTIFIED that you have the right of cross-examination and, should you desire to exercise said right, you are to forthwith schedule the depositions of

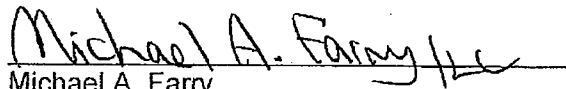
any of the physicians, whose reports are submitted, for the purpose of cross-examination.

YOU ARE FURTHER NOTIFIED that the originals of the documents referred to herein, or photocopies received from said physicians and/or others are being submitted to the South Carolina Workers' Compensation Commission, for insertion in the file and inclusion into evidence on behalf of the Defendant Riverport Insurance Company.

YOU ARE FURTHER NOTIFIED that the following witnesses may be called on behalf of Defendant Riverport Insurance Company:

1. Cecilia Bergin.

HORTON, DRAWDY, WARD, MULLINAX
& FARRY, P.A.



Michael A. Farry
307 Pettigru Street
Greenville, SC 29601
(864)233-4351
Attorneys for Defendant Riverport
Insurance Company

Greenville, South Carolina
January 29, 2016



South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995

Administered by Berkley Assigned Risk Services

P.O. Box 59143, Minneapolis, Minnesota 55459-0143

Toll Free (888) 648-7431 Fax (866) 215-8118

www.berkleyassignedrisk.com policyservices@berkleyrisk.com

NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY

Date: 4/15/2015

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00

Risk ID:

JOSE M ORTIZ MENDOZA

dba: ORTIZ CONSTRUCTION

2026 MONTGOMERY ST

NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015

To: 1/11/2016

Date of Mailing: 4/15/2015

The above policy is cancelled effective 4/30/2015 12:01 a.m. standard time at the Insured's mailing address.

Reason for cancellation: Non-Compliance Underwriting Requirements

Employer identified as having an undisputed premium or other monetary obligation on a prior workers compensation policy.

Please contact NCCI at 800-622-4123 to resolve this matter.

CMN 91 7199 9991 7034 4164 6669

Cancel type: Pro Rata

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 89 06 09 C
BA 3420 (10/97)

Berkley
ASSIGNED RISK SERVICES
a W. R. Berkley Company

October 26, 2015

Jose M Ortiz Mendoza
2016 Montgomery St
Newery SC 29108-4516

RE: Employee: Armando Fuentes
Employer: Jose M. Ortiz Mendosz
DOI: 06/30/2015
Claim #: 1000156651
Policy #: WC-39-84-016495

Dear Mr. Mendoza :

Berkley Assigned Risk Services provides all claims management and policy issuance services for workers compensation policies issued by our affiliate, Riverport Insurance Company, in its capacity as an assigned risk plan servicing carrier for the State of South Carolina. By agreement, Riverport Insurance Company has authorized and delegated to Berkley Assigned Risk Services all administrative responsibilities for its assigned risk insurance business.

We recently received the enclosed Form 12-A First Report of Accident dated 06/30/2015.. An inspection of the document indicates that Mr Fuentes is alleging that on 06/30/2015 she sustained a work related injury to his right aukle, right leg and right ribs while employed by Joes M. Ortiz Mendoza. He is further claiming entitlement to unspecified South Carolina workers compensation benefits due to this injury.

A review of our records indicates a South Carolina Workers Compensation Assigned Risk Plan Policy was issued to Jose M> Ortiz Mendoza, Inc. by Riverport Insurance Company administered by Berkley Risk Administrators Company. This policy was issued with a policy period of 01.11.2015 through 01/11.2016. Unfortunately this policy was cancelled on 04/30/2015 at 12:01 AM due to failure to cooperate with policy services requirements. Notice of Cancellation was mailed to you by certified mail on 04/15/2015.. A copy of this Notice of Cancellation is enclosed with this letter.

PO Box 59143 • Minneapolis MN 55459-0143
(612) 766-3000 • Fax (866) 815-8024

Equal Opportunity Employer

Mr. Fuentes alleged injury of 06/30/2015 falls outside our period of coverage. As a result, it is our position that this policy does not provide indemnification for Mr. Fuentes' claim against Jose M Ortiz Mendoaz. It is further our position this policy does not create a duty for us to defend the claim on your behalf.

I therefore strongly urge you to contact either your new workers compensation carrier or private legal counsel in order to protect your interests in this matter.

Sincerely,



Cecilia Bergin
Senior Claims Representative

Enclosures -- Form 12A
Notice of Cancellation

cc:

Armando Fuentes
c/o Naert & Duboise LLC
220 New Orleans Rd #1
Hilton Head SC 29928
Atty - Zach Naert

BB&T Insurance Services
3318 W Friendly Ave, 400
Greensboro NC 27410

WORKERS' COMPENSATION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL. ZIP) Ortiz Construction 2026 Montgomery Street Newberry, SC 29108		CARRIER/ADMINISTRATOR CLAIM NUMBER	OSHA LOG NUMBER	REPORT PURPOSE CODE
INDUSTRY CODE		EMPLOYER FEIN	JURISDICTION CLAIM NUMBER	
INSURED REPORT NUMBER		EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)		
LOCATION #		PHONE #		
Unknown				
CARRIER/CLAIMS ADMINISTRATOR				
CARRIER (NAME, ADDRESS, & PHONE #)		POLICY PERIOD TO		CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE #)
CHECK IF APPROPRIATE ☐ SELF INSURANCE				
CARRIER FEIN		POLICY/SELF-INSURED NUMBER Binder 11453323		ADMINISTRATOR FEIN
AGENT NAME & CODE NUMBER				
EMPLOYEE/INJURY				
NAME (LAST, FIRST, MIDDLE) Fuenles, Armando		DATE OF BIRTH 08/28/1987	SOCIAL SECURITY NUMBER N/A	DATE HIRED UNKNOWN
STATE OF HIRE SC				
ADDRESS (INCL. ZIP) 1244 Kinard Street, Lot 22 Newberry, SC 29108		SEX ☒ Male ☐ Female ☐ Unknown	MARITAL STATUS ☒ Unmarried/Singled/Divorced ☐ Married ☐ Separated ☐ Unknown	OCCUPATION/JOB TITLE Unknown
PHONE 803-271-9072		# OF DEPENDENTS	EMPLOYMENT STATUS	
RATE PER: ☐ DAY ☐ MONTH ☐ WEEK ☐ OTHER:		DAYS WORKED/ WEEK	FULL PAY FOR DAY OF INJURY? ☐ YES ☐ NO	
			DID SALARY CONTINUE? ☐ YES ☐ NO	
OCCURRENCE/TREATMENT				
DATE EMPLOYEE BEGAN WORK Unknown	DATE OF INJURY/ILLNESS 06/30/2015	TIME OF OCCURRENCE () CANNOT BE DETERMINED	AM ☐ PM ☐	LAST WORK DATE 06/30/2015
CONTACT NAME/PHONE NUMBER 843-686-5500	TYPE OF INJURY/ILLNESS Multiple	DATE EMPLOYER NOTIFIED DATE DISABILITY BEGAN		
DID INJURY/ILLNESS EXPOSURE OCCUR ON EMPLOYER'S PREMISES? ☐ YES ☐ NO	TYPE OF INJURY/ILLNESS CODE	PART OF BODY AFFECTED Multiple		
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED Job Site		ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED Nailing roofing paper.		WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED Nailing roofing paper.		
HOW INJURY OR ILLNESS/ADDITIONAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL Employee fell off of roof and sustained injuries to right foot, right leg and ribs.				CAUSE OF INJURY CODE
DATE RETURNED TO WORK	IF FATAL, GIVE DATE OF DEATH	WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? ☐ YES ☐ NO		
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS) Newberry County Memorial Hospital 2669 Kinard Street Newberry, SC 29108		INITIAL TREATMENT 0 ☐ NO MEDICAL TREATMENT 1 ☐ MINOR BY EMPLOYER 2 ☐ MINOR CLINIC/POSP 3 ☐ EMERGENCY CARE 4 ☐ HOSPITALIZED > 24 HOURS 5 ☐ FUTURE MAJOR MEDICAL LOST TIME ANTICIPATED		
OTHER				
WITNESSES (NAME & PHONE #)				
DATE ADMINISTRATOR NOTIFIED 10/22/2015	DATE PREPARED 10/22/2015	PREPARER'S NAME & TITLE Ana Erskine, Paralegal		PHONE NUMBER 843-686-5500

WCC FORM 12-A
REV. DATE 04/06

SEE INSTRUCTIONS FOR IMPORTANT INFORMATION

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South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995

Administered by Berkley Assigned Risk Services

P.O. Box 59143, Minneapolis, Minnesota 55459-0143

Toll Free (888) 548-7431 Fax (888) 215-8118

www.berkleyassignedrisk.com policy/services@berkleyrisk.com

NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY

1. The Insured:

WCIP

Date: 4/15/2015

Policy Number: WC-39-84-016495-00

Risk ID: /

JOSE M ORTIZ MENDOZA

dba: ORTIZ CONSTRUCTION

2026 MONTGOMERY ST

NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015

To: 1/11/2016

Date of Mailing: 4/15/2015

The above policy is cancelled effective 4/30/2015 12:01 a.m. standard time
at the insured's mailing address.

Reason for cancellation: Non-Compliance Underwriting Requirements

Employer identified as having an undisputed premium or other monetary obligation
on a prior workers compensation policy.

Please contact NCCI at 800-622-4123 to resolve this matter.

CMN 91 7199 9991 7034 4164 6669

Cancel type: Pro Rata

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 89 06 09 C
BA 342D (10/97)



SERVICE CENTER
901 Peninsula Corporate Circle
Boca Raton, FL 33487
(800) 622-4123

January 8, 2015

JOSE MORTIZ MENDOZA DBA ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

EFFECTIVE DATE: 01/11/2015
BINDER NUMBER: 39-27995-16008-163519
FED ID NUMBER: 58-9766456
APPLICATION ID: 34864160

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 SOUTH CAROLINA.

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. Coverage is provided under the Workers Compensation Law of SOUTH CAROLINA 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:
RIVERPORT INSURANCE COMPANY
C/O BERKLEY RISK ADMINISTRATORS COMPANY
2510 EAST IRWIN STREET
PIERRE, SD 57501

AGENCY NAME:
BB AND T INSURANCE SERVICES INC
414 GALLIMORE DAIRY RD STE F
GREENSBORO, NC 27409-8693

Print Date: January 8, 2015

ASSIGNMENT ADDITIONAL NOTICE

39-27995-16008-163519

JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

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

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 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.

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.

CARRIER: Coverage has been requested for the following states: SC.

The Sole Proprietor has not elected to be included in coverage.

Application was processed by producer using the NCCI RMAPS(R) Online Application Service.

PRODUCER / EMPLOYER / CARRIER: Premium was calculated using the rates and programs effective on the Anniversary Rate Date / Effective Date of 01/11/2015.

Prior history found, insufficient premium size, this risk is not currently experience rated.

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# 34864150

FACSIMILE TRANSMISSION

From: JOSE M.ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

Fax #: (888) 827-9861

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 # 34864150

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. 1179

APP# 34864150

Return Fax: (561) 893-4284



WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)
12/29/2014

AGENCY NAME AND ADDRESS
BB AND T INSURANCE SERVICES INC
414 GALLIMORE DAIRY RD STE F
GREENSBORO, NC 27409-9693

PRODUCER NAME: VIRGINIA CARDWELL
CS REPRESENTATIVE: BYRON MCLEAN
NAME:
OFFICE PHONE: (888) 743-2217
MOBILE PHONE: (888) 827-9861
FAX (A/O NO):
EMAIL ADDRESS: COMMERCIALCLIENTCENTER@BIMANDT.COM
CODE:

COMPANY:
UNDERWRITER:
APPLICANT NAME: JOSE M ORTIZ MERDOZA DBA ORTIZ CONSTRUCTION
OFFICE PHONE:
MAILING ADDRESS (Including Zip + 4):
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516
MOBILE PHONE:
YRS IN BUS: 1
SIC:
NAICS:
Website Address:

E-MAIL ADDRESS:
☒ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ SUBCHAPTER S CORP ☐ LLC ☐ JOINT VENTURE ☐ TRUST ☐ UNINCORPORATED ASSOCIATION ☐ OTHER

CREDIT BUREAU NAME:
FEDERAL EMPLOYER ID NUMBER: 50-9768455
ICC RISK ID NUMBER:
ID NUMBER:
OTHER RATING BUREAU ID EMPLOYER REGISTRATION NUMBER OR STATE:

STATUS OF SUBMISSION
☐ QUOTE ☐ ISSUE POLICY
☐ BOUND (Give date and/or attach copy)
☒ ASSIGNED RISK (Attach ACORD 133)

BILLING / AUDIT INFORMATION
BILLING PLAN: ☐ AGENCY BILL ☐ DIRECT BILL
PAYMENT PLAN: ☐ ANNUAL ☐ SEMI-ANNUAL ☐ QUARTERLY ☐ OTHER: % DOWN:
AUDIT: ☐ AT EXPIRATION ☐ MONTHLY ☐ SEMI-ANNUAL ☐ QUARTERLY

LOCATIONS
LOC # **Highest Floor** **STREET, CITY, COUNTY, STATE, ZIP CODE**
1 2026 MONTGOMERY ST NEWBERRY, SC 29108-4516

POLICY INFORMATION
PROPOSED EFF DATE: 1/1/2015
PROPOSED EXP DATE: 1/1/2016
NORMAL ANNIVERSARY RATING DATE:
PARTICIPATING: ☐ PARTICIPATING ☐ NON-PARTICIPATING ☐ RETRO PLAN
PART 1 - WORKERS COMPENSATION (States): SC
PART 2 - EMPLOYER'S LIABILITY:
\$ 100,000 EACH ACCIDENT
\$ 500,000 DISEASE-POLICY LIMIT
\$ 100,000 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 ☐ MANAGED CARE
DIVIDEND PLAN/SAFETY GROUP:
ADDITIONAL COMPANY INFORMATION:

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Required Schedule, if more space is required)

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES: \$1,260.00
TOTAL MINIMUM PREMIUM ALL STATES: \$0.00
TOTAL DEPOSIT PREMIUM ALL STATES: \$1,250.00

CONTACT INFORMATION
TYPE: **NAME:** JOSE ORTIZ
INSPECTION: **OFFICE PHONE:** (803) 924-4895
ACCOUNTING RECORD: **MOBILE PHONE:** (803) 924-4895
CLAIMS INFO: **E-MAIL:** (803) 924-4895

INDIVIDUALS INCLUDED / EXCLUDED
PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Items below must be part of filing information)
Exclusions in Missouri must meet the requirements of Section 287.000 RSMo.

STATE	LOC #	NAME	DATE OF BIRTH	TITLE / RELATIONSHIP	OWNERSHIP %	DUTIES	INCEXC	CLASS CODE	REQUIRE PAY
SC		ORTIZ, JOSE	10/17/1984	SOLE PROP	100	MANAGER	E	5845	

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

FOR MULTIPLE STATES, ATTACH
 SEPARATE INFORMATION - STATE: South Carolina

PREMIUM		FACTOR	FACTORED PREMIUM	FACTOR	FACTORED PREMIUM
STATE:		N/A	\$0		\$0
TOTAL			\$0.00	SCHEDULE RATING *	\$0.00
INCREASED LIMITS		0	\$0	CCPAP	\$0
DEDUCTIBLE *				STANDARD PREMIUM	\$230.00
			\$0	PREMIUM DISCOUNT	\$0.00
EXPERIENCE OR MERIT MODIFICATION		0	\$0	EXPENSE CONSTANT	N/A
			\$0.00	TAXES / ASSESSMENTS *	N/A
ASSIGNED RISK SURCHARGE *		0	\$0.00		
ARAP *		0.00			
TOTAL ESTIMATED ANNUAL PREMIUM			MINIMUM PREMIUM	DEPOSIT PREMIUM	
\$1,250.00			\$1,250.00		

* N/A in Wisconsin

Additional Remarks Schedule, may be attached if more space is required)

N/A in Wisconsin TOTAL ESTIMATED ANNUAL PREMIUM \$1,250.00	\$1,250.00
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	

NCCI APP# 34864150

AGENCY CUSTOMER ID: _____

PRIOR CARRIER INFORMATION / LOSS HISTORY

PRIOR CARRIER INFORMATION / LOSS HISTORY					LOSS RUN ATTACHED	
PROVIDE INFORMATION FOR THE PAST 6 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					

REMARKS		OPERATIONS		RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT, CAPX, ADFFAGE.	

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.

Construction

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. landfill, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 16 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 Filing 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

AGENCY CUSTOMER ID: _____

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? (Mislead 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 benefit, 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
	12		

AGENCY CUSTOMER ID: _____



WORKERS COMPENSATION INSURANCE PLAN ASSIGNED RISK SECTION

DATE (MM/DD/YYYY)
12/20/2014

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.

PROPOSED EFF DATE
01/11/2015APPLICANT NAME
JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

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.)

JOSE ORTIZ
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

STATE DEVELOPING HIGHEST PAYROLL: 30

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: 2014

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, scallpiling, 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: 13

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AGENCY CUSTOMER ID: _____

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): **3**

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

23. IS THE PREMIUM FINANCED THROUGH A THIRD PARTY PREMIUM FINANCE COMPANY? IF YES, A COPY OF THE AGREEMENT MUST BE PROVIDED.

YES	NO
☐	☒ N

24. IN APPLICABLE JURISDICTIONS ON QUALIFYING RISKS, IS THE LOSS SENSITIVE RATING PROGRAM (LSRP) CONTINGENCY DEPOSIT BEING PAID IN FULL AT THIS TIME?

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)
 - 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 HANDCOPED 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# 34864150

AGENCY CUSTOMER ID:

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 prescribed 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 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. 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.

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
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:
brunclean@bbandt.com ☒ Yes
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

AGENCY CUSTOMER ID: _____

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:

bmmclean@bbandt.com

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) JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

DATE (MM/DD/YYYY)

SIGNATURE (MUST BE OFFICER, OWNER OR PARTNER)

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 issued by NCCI should be 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:

COMMERCIALCLIENTCENTER@BBANDT.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 as determined by the assigned carrier, 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:

COMMERCIALCLIENTCENTER@BBANDT.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 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 THE INFORMATION PROVIDED ON THE ACORD 130 AND 133 IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.				AGENCY FAX NUMBER (A/C, No, Ext) (888) 627-9861	
AGENCY FEIN 55-1623293	AGENCY LICENSE NUMBER 108994	STATE SC	EXPIRATION DATE 03/28/2	AGENCY PHONE NUMBER (A/C, No, Ext) (888) 743-2217	PRODUCER NON-RESIDENT LICENSE NUMBER 259375
PRODUCER RESIDENT LICENSE NUMBER			PRODUCER SIGNATURE	DATE (MM)	
PRODUCER NAME (PRINT OR TYPE) VIRGINIA CAROWELL			E-MAIL ADDRESS: COMMERCIALCLIENTCENTER@BBANDT.COM		

REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER



Date: January 8, 2015

Residual Market Risk Profile

Analyst: JILL PEARSON
Telephone: (800)822-4123
Extension: 1179
Fax: (561)893-4284

Applicant Summary

This Section Provides an overview of the risk information provided on the ACORD 130/133

Risk Name: JOSE M ORTIZ MENDOZA DBA ORTIZ
CONSTRUCTION

Entity Type: Sole Proprietor

Mailing Address: 2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516
Telephone: Ext:

FEIN: 588768456

Effective Date: 01/11/2015
Governing State: SC

Total Estimated Annual Premium: \$1,250
Deposit Premium: \$1,250
Binder Number: 39-27995-15008-163519
Policy Limits: 100,000/500,000/100,000
Includes Non-NCCI States (Y/N): N
Requested Deductible Plan (Y/N): N

Experience Rated Risk (Y/N): N
NCCI Rating ID:
Multi-State Application (Y/N): N
Other Coverages:
None

Type of Business (Existing or New): Existing
Governing Class Code: 5645
Producer Name: BB AND T INSURANCE SERVICES INC
Telephone: (888)743-2217 Ext:
Fax Number: (888) 827-9861

Producer FEIN: 56-1623293

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
Inclusion/Exclusion Forms
Outgoing Communication
Other
Premium Calculation Worksheet

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C.

The Risk Evaluation System noted the following inconsistencies in the application data provided on the original submission.

Final Review:

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.

The most recent policy history shows the insured's business name as JOSE M ORTIZ MENDOZA. This does not match the name on the current application. Please verify the information submitted is correct as incorrect information may result in delays in processing, rejection, or refund of this application. [Edit 80]

* Instruction given to producer-> Please verify the business name on the Acord 130 application or choose one of the following. An ERM-14 may be required.

* Response-> d) No change in business name

The application is being submitted with class code(s) 5645, 5221. The most recent policy was written with class code(s) 5403. Please verify and correct the class code(s) if needed as incorrect class code(s) may result in further analyst review leading to higher premiums, delays in processing, rejection, or refunding of this application. [Edit 280]

Coverage has been requested for the following states: SC [Edit 175]

The Sole Proprietor has not elected to be included in coverage. [Edit 369]

Application was processed by producer using the NCCI RMAPS(R) Online Application Service. [Edit 795]

Premium was calculated using the rates and programs effective on the Anniversary Rate Date / Effective Date of 01/11/2015. [Edit 111]

Prior history found, insufficient premium size, this risk is not currently experience rated. [Edit 118]

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] JOSE M ORTIZ MENDOZA

2026 MONTGOMERY ST

NEWBERRY

SC 291084516

[] JOSE M ORTIZ

63 BLACKJACK AVE

FROSTPROOF

FL 338431743

[] ORTIZ JOSE

108 VOLUNTEER LN

WALTERBORO

SC 294886059

[] ORTIZ JOSE

125 ROPER MOUNTAIN RD

GREENVILLE

SC 296164843

APPLICATION DIARY:

Date

12/16/2014

12/16/2014

12/30/2014

Action

EFFECTIVE DATE

Received Date - 12/16/2014 Effective Date - 01/11/2015

Save/Exit Notice

Notice: An effective date has not been secured until payment has been applied to the application.

NAME OF INSURED

Spelling, legal status and/or initials verified

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12/30/2014

12/30/2014

12/30/2014

12/31/2014

01/05/2015

01/07/2015

01/07/2015

01/07/2015

01/07/2015

01/07/2015

01/07/2015

01/07/2015

01/07/2015

01/07/2015

01/07/2015

01/07/2015

01/08/2015

PRIOR HISTORY
03-04 policy and 2014-2015 policy.

Request for Information First Notice Sent Online.
Sent Forms: ACORD 130, ACORD 133. Sent requested information letter regarding agency license number, the nature of the business, privacy statement, and signed Acords.

EMAIL ATTACHMENT RECEIVED
A NEW 4 PAGE EMAIL ATTACHMENT HAS BEEN RECEIVED

Request for Information First Notice Sent Online.
Sent Forms: ACORD 130, ACORD 133. Sent requested information letter regarding agency license number, the nature of the business, privacy statement, and signed Acords.

Request for Information Second Notice Sent Online.
Sent Forms: ACORD 130, ACORD 133. Sent 2nd notice letter regarding agency license number, the nature of the business, privacy statement, and signed Acords.

EMAIL ATTACHMENT RECEIVED
A NEW 4 PAGE EMAIL ATTACHMENT HAS BEEN RECEIVED

Rating Information Updated
Class Code was 5403 changed to 5221

Rating Information Updated
Class Code Description was CARPENTRY NOC changed to CONCRETE OR CEMENT WORK- FLOORS DRIVEWAYS YARDS OR SIDEWALKS- DRIVERS

CLASS CODE
Class Code has been verified, Class code is applicable per the nature of the business as described and producers responses to requested information.

OWNERSHIP/ERM-14
N/A, DBA Name

STATE SPECIAL
N/A

SPECIAL RULES
N/A

IMAGE ASSOCIATION
Images attached and associated correctly

VERIFIED APPLICATION CHANGES
Changes made and verified, Added class code

VERIFY ADDITIONAL NOTICES
Verified

Request for Information Final Notice Sent Online.
Sent Forms: ACORD 130, ACORD 133. Sent final notice letter regarding the addition of class codes, privacy statement, and signed Acords.

EMAIL ATTACHMENT RECEIVED
A NEW 3 PAGE EMAIL ATTACHMENT HAS BEEN RECEIVED

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01/08/2015

Phone Call Made
Called producer Stephen and Byron @ 8:26 am est. Unable to leave a message.
System says to email the agents.

01/08/2015

Email to Producers
Dear Stephen Sexton and Byron McLean, Please note that the signed Acords still have not been received. Please note that we are only allowed 7 days to process an application and we are on the 6th day. Please note that the signed Acords with both the applicant and producers signatures attached needs to be received no later than 8:00 pm est. on 01/09; otherwise this application will be cancelled at 7:00 am est. on 01/12. If you have any questions please feel free to call or email me. Thank you, Jill Pearson Assigned Risk Analyst

01/08/2015

Email from Producer
Hi Jill, I sent the attached email this morning. Please advise. Thanks! Byron McLean, CISR Commercial Account Manager BB&T Insurance Services, Inc

01/08/2015

EFFECTIVE DATE / ARD
Effective date / ARD has been verified. Verified that the effective date for 01/11/2015 is correct.

01/08/2015

FAX RECEIVED
A NEW 9 PAGE FAX HAS BEEN RECEIVED

01/08/2015

Email to Producer
Thank you for submitting the signed Acords; however the producer Virginia Cardwell did not sign the Acord 130. Please have Virginia sign the Acord 130 and resubmit.

01/08/2015

Waiting for Internal Information
APPLICATION TO BE CANCELLED AT 7:00 AM EST. ON 01/12/2015.

01/08/2015

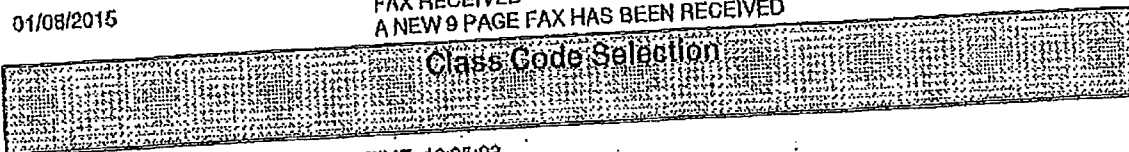
Email to Producer
Hi Jill, Attached are the signed accords. Thanks! Byron McLean, CISR Commercial Account Manager BB&T Insurance Services, Inc.

01/08/2015

SIGNED APPLICATION
Verified signatures of the producer and applicant. Received signed Acords. Verified that the producer and Insures signatures are correct.

01/08/2015

FAX RECEIVED
A NEW 9 PAGE FAX HAS BEEN RECEIVED



ONLINE AGENT DATE: 12/16/2014 TIME: 10:05:03
ORIGINAL CLASS CODE: 5845

QUESTION:

Does the applicant construct/remodel residences or buildings, or perform any remodeling, which may include any framing or structural changes to residences or buildings?

ANSWER: N

QUESTION:

Is the applicant a specialty contractor that performs SOLELY interior carpentry finish or trim?~ (e.g. the installation of paneling, molding, cabinets and counters or the installation of parquet or finished wooden flooring)

ANSWER: N

QUESTION:
Is the applicant a specialty contractor that performs SOLELY the installation of doors and windows?~ (Note: Overhead door installation to be separately rated as Code 3724)
ANSWER: N

QUESTION:
Is the applicant a specialty contractor that performs SOLELY the installation of fences?
ANSWER: N

QUESTION:
Is the applicant a specialty contractor that performs SOLELY the installation of siding for residences not exceeding 3 stories in height?
ANSWER: N
RECOMMENDED CLASS CODE: 5403

ONLINE AGENT DATE: 12/16/2014 TIME: 10:05:33
ORIGINAL CLASS CODE: 5645

QUESTION:
Does the applicant construct/remodel residences or buildings, or perform any remodeling, which may include any framing or structural changes to residences or buildings?
ANSWER: Y

QUESTION:
Does the applicant meet ANY of the following conditions?~A. Employees of a contractor or a specialty contractor are involved in multiple carpentry operations in connection with the construction of residences or buildings.~B. Building/remodeling/renovation includes some framing or structural carpentry work.
ANSWER: Y

QUESTION:
Is applicant building or remodeling residential structures not exceeding 3 stories in height?~(e.g. single family, multi-family dwellings)
ANSWER: Y
RECOMMENDED CLASS CODE: 5645

Prior Policy History for Named Applicant
This section provides up to five years of historical information on the applicant.

Risk Name: JOSE M ORTIZ MENDOZA

Policy Period: 01/11/2014 - 01/11/2015

Address:
2026 MONTGOMERY ST
FEIN: 58-9766456
NCCI ID:
VOL/AR: AR
Legal Status: Individual

City: NEWBERRY
State: SC
Zip: 29108516
New/Renew: New
Multi-State Application (Y/N): N
Tot. Est. Prem: \$1,020

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Additional Policy Locations:

Address:

2026 MONTGOMERY ST

City:

NEWBERRY

State: Zip:

SC 29108516

Exposure Information:

Governing State: SC

Governing Class: 5403

Original Estimated Annual Payroll:

Cancellation History:

Date:

Type:

Reason:

01/11/2015

Non-Renewal

Additional History

This section provides, if applicable, experience modification, inspection, and any additional classification information.

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: SC/03-Jan-2000 08:00:00 Global/03-Jan-2000 07:00:00 Application ID# 34864150

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: JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION
EFFECTIVE DATE: 01/11/2016
BINDER NUMBER: 39-27995-15008-163519
APPLICATION ID NUMBER: 34864160
GOVERNING STATE: South Carolina
GOVERNING CLASS CODE: 6645
ANNIVERSARY RATING DATE: 01/11/2015
EXPERIENCE RATING DATE: N/A
PREMIUM PERIOD: 01/11/2015 - 01/11/2016

SUMMARY INFORMATION

STATE NAME	ESTIMATED ANNUAL PREMIUM
South Carolina	1,250

SUBTOTAL FOR TERRORISM PREMIUM - ALL STATE(S):**** (SC) \$0.00 = \$0.00	INCL
ESTIMATED ANNUAL PREMIUM	1,260
DEPOSIT PERCENTAGE:	100%
DEPOSIT PREMIUM:	1,250
TOTAL ESTIMATED ANNUAL PREMIUM	1,260
TOTAL PREMIUM PAID	1,250

**** See Individual state worksheet(s) that accompany the summary page for explanation.

Risk Name: JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION
 EFFECTIVE DATE: 01/11/2015
 STATE: South Carolina

Employee Information:

Class Code:	Suffix:	No of Employees	Total Payroll	Rate	Calculated Premium	Minimum Premium
5221		0	0	8.85	0	1250
5845		0	0	34.81	0	1250

Partner/Sole Proprietor Information:

Name	INC/ EXC	Class Code:	Title	Salary	Calculated Salary	Rate	Calculated Premium	Minimum Premium
ORTIZ, JOSE	E	5845	SOLEPRP	0	0	0.00	0	1250

EXPENSE CONSTANT

+ 230

TERRORISM MISC. VALUE BY STATE (.02)
 SUBTOTAL FOR TERRORISM PREMIUM *****

\$0.00 INCL
 \$0.00 INCL

ESTIMATED ANNUAL PREMIUM

= 1250

***** Subtotal for Terrorism Premium = charge for domestic + foreign terrorism exposure as determined under federal or state law and/or applicable NCCI manual rules and forms (Terrorism Misc. Value by State).

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NOCI

PAGE 02/09

ACORD®		WORKERS COMPENSATION APPLICATION		DATE (MM/DD/YYYY)																							
AGENCY NAME AND ADDRESS BB AND T INSURANCE SERVICES INC 414 GALLIMORE DARY RD STE F GREENSBORO, NC 27409-0093		COMPANY UNEMPLOYED APPLICANT NAME TO BE IN ORDER UNDER A NEW OR EXISTING POLICY OFFICE PHONE (111) 744-2217 MOBILE PHONE MAILING ADDRESS (if different from office) 2026 MONTGOMERY ST NEWBERRY, SC 29108-4218 YTD IN BUS 1 SSN MARCO WALMA ASSISTANT																									
PROVIDER NAME STEPHEN SEATON OR REPRESENTATIVE SYLVIA MOLEMAN NAME OFFICE PHONE (111) 744-2217 (AG, No. Exp) MOBILE CELL (111) 744-2217 (AG, No. Exp) EMAIL OSABER@GMAIL.COM ADDRESS CODE 5700000 AGENCY CUSTOMER ID		STATUS OF SUBMISSION ☐ QUOTE ☐ ISSUE POLICY ☐ BOUND (give date and attach copy) ☒ ASSIGNED RISK (attach ACORD 103) BILLING / AUDIT INFORMATION DELIVERY PLAN ☐ AGENCY BILL ☐ DIRECT BILL PAYMENT PLAN ☐ ANNUAL ☐ SEMI-ANNUAL ☐ QUARTERLY ☐ OTHER: % DOWN AUDIT ☐ AT EXPIRATION ☐ SEMI-ANNUAL ☐ MONTHLY ☐ QUARTERLY																									
LOCATIONS <table border="1"> <thead> <tr> <th>LOC #</th> <th>Address/Room</th> <th>STREET, CITY, COUNTY, STATE, ZIP CODE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>2026 MONTGOMERY ST NEWBERRY, SC 29108-4218</td> </tr> </tbody> </table>						LOC #	Address/Room	STREET, CITY, COUNTY, STATE, ZIP CODE	1		2026 MONTGOMERY ST NEWBERRY, SC 29108-4218																
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CLAIMING INFO	JOSE ORTIZ	(803) 824-4492																									
INDIVIDUALS INCLUDED / EXCLUDED EMPLOYEES, OFFICERS, RELATIVES (including employees of business partners) TO BE INCLUDED OR EXCLUDED must be provided to be included in all of the part of policy information section. Excluded employees must provide the information of the box below. <table border="1"> <thead> <tr> <th>STATE</th> <th>LOC #</th> <th>NAME</th> <th>DATE OF BIRTH</th> <th>TITLE</th> <th>RELATIONSHIP</th> <th>EMPLOYER</th> <th>EXCLUDED</th> <th>CLASS CODE</th> <th>REGENERATION</th> </tr> </thead> <tbody> <tr> <td>SC</td> <td></td> <td>ORTIZ, JOSE</td> <td>10/17/1984</td> <td>SOLE PROP</td> <td>100</td> <td>MANAGER</td> <td>2</td> <td>5149</td> <td>0</td> </tr> </tbody> </table>						STATE	LOC #	NAME	DATE OF BIRTH	TITLE	RELATIONSHIP	EMPLOYER	EXCLUDED	CLASS CODE	REGENERATION	SC		ORTIZ, JOSE	10/17/1984	SOLE PROP	100	MANAGER	2	5149	0		
STATE	LOC #	NAME	DATE OF BIRTH	TITLE	RELATIONSHIP	EMPLOYER	EXCLUDED	CLASS CODE	REGENERATION																		
SC		ORTIZ, JOSE	10/17/1984	SOLE PROP	100	MANAGER	2	5149	0																		

ACORD 100 (201308)

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NCCI

PAGE 04/09

AGENCY CUSTOMER ID: _____

PRIOR CARRIER INFORMATION / LOSS HISTORY						
PROVIDE INFORMATION FOR THE PAST 3 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS				LOSSES RUN ATTACHED		
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	WDO	# CLAIMS	AMOUNT PAID	RESERVE
00:	POL #:					
01:	POL #:					
02:	POL #:					
03:	POL #:					
04:	POL #:					
05:	POL #:					
06:	POL #:					
07:	POL #:					
08:	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; MERCHANTS - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION, FIRM - NORTACU, ANIMALS, MACHINERY, SUB-CONTRACTS.

Consideration

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y/N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PART, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(S) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIALS (e.g. LITMUS, WORMS, BLOOD, etc.)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE IT?	N
4. ANY WORK PERFORMED ON BRIGGS, 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 B30 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 18 OR OVER 60 YEARS OF AGE?	N
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", explain details)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", explain state(s) of travel and frequency)	N
15. ARE ATHLETIC TEAMS SPONSORED?	N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	N

ACORD 130 (2013/09)

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PAGE 02

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PAGE 06/09

AGENCY CUSTOMER ID: _____



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
JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

PROPOSED EFF DATE
01/11/2015

SUPPLEMENTAL INFORMATION

PAYROLL, OFFICE NAME, ADDRESS AND TELEPHONE NUMBER (A PO BOX ADDRESS ALONE IS NOT ACCEPTABLE. PLEASE PROVIDE DETAILED INSTRUCTIONS IF A ROUTE ADDRESS IS KNOWN.)

JOSE ORTIZ
2028 MONTGOMERY ST
NEWBERRY, IL 60158-4818

STATE DEVELOPING HIGHEST PAYROLL: \$0

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 INHER ☐ SELF INSURED GROUP ☐ \$ EMPLOYEES

2. IS THERE ANY UNPAID WORKERS COMPENSATION PREMIUM DUE OR IN DISPUTE FROM YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISE BY IF YES, EXPLAIN (INCLUDING ENTITY NAME(S) AND POLICY NUMBER(S)).

3. YEAR APPLICANT'S BUSINESS BEGAN: 2014

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 ERUM 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 ERUM FORM.

6. DO YOU LEASE WORKERS FROM A PROFESSIONAL EMPLOYER ORGANIZATION (PEO)? IF YES, REFER TO WCP INSTRUCTIONS.

NAME OF PROFESSIONAL EMPLOYER ORGANIZATION (PEO):

7. DO YOU LEASE WORKERS TO A CLIENT COMPANY? IF YES, REFER TO WCP INSTRUCTIONS.

8. ARE YOU SECOND TO COVER THE LEASED WORKERS? IF YES, REFER TO WCP INSTRUCTIONS.

9. DO YOU PROVIDE TEMPORARY ARRANGEMENT SERVICES TO OTHER EMPLOYERS? IF YES, PROVIDE A TEMPORARY LABOR CONTRACTOR EMPLOYER 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 19-20.

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 ADDRESS(ES):

#	STREET	CITY	COUNTY	ST	ZIP CODE
1					
2					
3					

14. CAN EACH DRIVER'S STATE OF MAJORITY DRIVING HAVE 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, machinery, water, waste, 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 FISCAL SERVICE? IF YES, PROVIDE COPY OF CONTRACT(S).

20. WITHIN WHAT MILE RADIUS IS HAULING DONE? IF ANY:

ACORD 133 (2012/08)

Page 1 of 4
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AGENCY CUSTOMER ID: _____

INSURANCE COMPANIES WHO HAVE OFFERED/REFUSED INSURANCE					YES	NO
11. HAVE YOU RECEIVED ANY OFFERS OF VOLUNTARY COVERAGE? (INCLUDE MULTIPLE OR RETROSPECTIVE RATING PLAN, IF APPLICABLE) IF YES, PROVIDE FULL DETAILS IN QUID/HO PLAN TERMS IN THE REMARKS SECTION.					☐	☒
12. INDICATE THE NUMBER OF INSURANCE COMPANIES WHICH HAVE REFUSED THE APPLICANT COVERAGE IN THE LAST 60 DAYS (OR IN ACCORDANCE WITH STATE SPECIFIC GUIDELINES) 3						
LIST COMPANY NAMES, REPRESENTATIVE NAMES, TELEPHONE NUMBERS AND DATES OF REFUSAL. 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.					☐	☒
24. IF APPLICABLE JURISDICTIONS ON QUALIFYING RISK, IS THE LOSS RESERVATIVE RATING PROGRAM (LRRP) CONTINGENCY DEPOSIT BEING PAID IN FULL AT THIS TIME?					☐	☒
25. INITIAL OR ESTIMATED ANNUAL DEPOSIT PREMIUM IS REQUIRED IN ORDER TO BEGIN COVERAGE. THE FOLLOWING PAYMENT METHODS MAY BE USED TO SUBMIT THE REQUIRED INITIAL OR DEPOSIT PREMIUM:						
1. Credit Card (for applications submitted ONLINE at a location 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 with NCCI's REMARKS Credit Application Form for payment details. 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 SALES applications ONLY) a. ONLY the following types of payment, made payable to NCCI, Inc., are acceptable: i. Check; Applicant, Cashier, Producer's, Printed Company(s) ii. Money Order b. All checks and money orders MUST be made payable to NCCI, Inc., and a company completed and signed ACORD 130 and 133 forms. NO CREDIT CARD OR BANKING INFORMATION SHOULD BE ENTERED ON THE HARD COPY 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 bill the account 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 under premium-related transactions must be processed and accepted by NCCI and the account number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, to be considered accepted by the Plan Administrator.						

REMARKS (Attach additional sheets if more space is required).

NCCI APPR 34804150

ACORD 133 (201208)

Page: 2 of 4
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AGENCY CUSTOMER ID:

APPLICANT'S STATEMENT

The undersigned Applicant hereby certifies that before he read and understood the questions and statements in this application, which is completed on both the ACORD 122 and ACORD 123 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 all responses provided in or to this application, which is completed on both the ACORD 122 and ACORD 123 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 program charges 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 binding in accordance with WCIP rules. See the WCIP for applicable binding rules.
- In approval of this election, NCCI's Voluntary Coverage Assistance Program (VCAAP) Service applies to all employers seeking coverage under the Voluntary Compensation Insurance Plan, and:
 - Is integrated with agent operations as a supplemental program to NCCI's WCIP; and
 - Operates in conjunction with NCCI's Regional Market Application Processing System (RMAPS) Online Application Service; and
 - Is designed as a supplementation 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 pre-specified criteria specified by a participating voluntary carrier; and
 - If the Applicant meets the criteria of an authorized voluntary carrier (VCAAP 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 VCAAP 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 VCAAP 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 pertinent authority 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, that may
- 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 before he has no outstanding bona fide dispute as provided in NCCI's WCIP with any provider or company it relates to: (a) payroll records; (b) the amount of premium charged; (c) the payment of premium; (d) the carrying out of any recommendations 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 Loss Sensitive Rating Plan (LSRP) has been approved for use, the undersigned Applicant further understands and agrees that by signing below, I (as 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 requirements. If these requirements are met, an additional LSRP contingency deposit equal to 25% 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.

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 Underwriting Information 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:
Email: lms@nccibb.com
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, correspondence, correspondence, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to an extent that the assigned carrier is able and chooses to transmit such information 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's method of policy notifications and/or communications. 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, making notice of a nonrenewal and/or withdrawal of policy as required by applicable law. ☒ Yes ☐ No

ACORD 123 (2012/08)

Page: 3 of 4
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PAGE 01

AGENCY CUSTOMER ID:

APPLICANT'S STATEMENT (Continued)

6. If "Yes" to #5 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:
lesleyshairsald@ncc.com

The undersigned Applicant understands and agrees that by selecting the "Yes" option for #5 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier is required, to electronically notify any policyholder and/or communication referenced in #5 and/or #6 above in the designated email address provided by or on behalf of the Applicant in #5 and/or #6 above, by e-mailing and agreeing to receive such electronically transmitted, policyholder and/or communication 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, damages, and/or costs, including reasonable attorneys' fees, which may be asserted against NCCI and/or the assigned carrier by or on behalf of the Applicant in #5 and/or #6 above, in connection with, arising out of, or resulting from, any change and/or update 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 work, mailing, and/or physical address, immediately upon making, implementing, or having knowledge of any such change and/or update.

NON-COMPLIANCE WITH AGREEMENTS OR CERTIFICATIONS

The undersigned Applicant further understands and agrees that violation of his 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 liability by contract under a Workers Compensation Insurance Plan.

APPLICANT'S SIGNATURE JOSE M. ORTIZ
Jose M. Ortiz
SIGNATURE MUST BE OFFICER, OWNER OR PARTNER
Jose M. Ortiz DATE: 12/29/14

REMARKS: BOTH THE AGORD 130 AND 132 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER

PRODUCER'S CERTIFICATIONS

1. By selecting the "Yes" option above in #5 and/or #6 above, the undersigned Producer certifies and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (e-mail) messages that (a) contain electronic documents, including without limitation, any broker/certification pages issued by NCCI, and any notification or other communications as determined by NCCI, to the email address provided by the Applicant to NCCI. ☒ Yes ☐ No

2. If "Yes" to #5 above, provide the valid email address to which any information, notifications and/or communications issued by NCCI should be electronically sent:
lesleyshairsald@ncc.com

3. By selecting the "Yes" option above in #5 and/or #6 above, the undersigned Producer certifies and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (e-mail) messages that (a) contain electronic documents, including without limitation, any policy documents, endorsements, and/or other communications, and (b) contain policy notifications and/or communications as determined by the assigned carrier, and agree to the extent that the undersigned Producer is able and chooses to be obligated to provide such policy notifications and/or communications electronically, then the copy policy notifications and/or communications will be provided to the Producer by the assigned carrier as determined by the assigned carrier, subject to a requirement applicable to the assigned carrier that any electronic transmission of such information be made in accordance with the assigned carrier's policy notification and/or communication policy, including without limitation, any change and/or update to the assigned Producer's email address.

4. If "Yes" to #5 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:
lesleyshairsald@ncc.com

The undersigned Producer understands and agrees that by selecting the "Yes" option for #5 and/or #6 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier is required, to electronically notify any policyholder and/or communication referenced in #5 and/or #6 above in the designated email address provided by or on behalf of the Applicant in #5 and/or #6 above, by e-mailing and agreeing to receive such electronically transmitted, policyholder and/or communication 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, damages, and/or costs, including reasonable attorneys' fees, which may be asserted against NCCI and/or the assigned carrier by or on behalf of the Applicant in #5 and/or #6 above, in connection with, arising out of, or resulting from, any change and/or update 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 address, immediately upon making, implementing, or having knowledge of any such change and/or update.

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 AGORD 130 AND 132 IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

AGENCY FIRM 05-1021193	AGENCY LICENSE NUMBER 1009941	AGENCY PHONE NUMBER (AO, No, Box) 840 742-2117	AGENCY FAX NUMBER (AO, No) (940) 837-4951
PRODUCER LICENSE NUMBER	STATE EXPIRATION DATE	PRODUCER NON-RENEWAL LICENSE NUMBER 359375	STATUS SOI
PRODUCER NAME (PRINT OR TYPE) Virginia Cardwell	PRODUCER SIGNATURE Virginia Cardwell	DATE: 1/6/15	

EMAIL ADDRESS: lesleyshairsald@ncc.com

REMARKS: BOTH THE AGORD 130 AND 132 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER.

AGORD 133 (2012/09)

Page: A. 01, 4
(CONTAINS MATERIALS CONFIDENTIAL TO NCCI, INC.)

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. Box 1715
Columbia, SC 29202-1715
(803) 737-6203



The completed Form 5 must be filed
with your insurance carrier, not with
the S.C. Workers' Compensation
Commission.

CORPORATE OFFICER NOTICE TO REJECT

To the Employer of the Undersigned and the Employer's Insurance Carrier:

The undersigned officer rejects the terms, conditions, and provisions of the South Carolina Workers' Compensation Act and elects to pursue compensation for personal injuries under the common law and statutes of South Carolina.

As provided by law (Section 42-1-520), "An officer of a corporation who elects not to operate under this title shall, in any action to recover damages for personal injury or death brought against an employer accepting the compensation provisions of this title, proceed at common law and the employer may avail himself of the defenses of contributory negligence, negligence of a fellow servant, and assumption of risk, as such defenses exist at common law."

This notice becomes effective on the date listed below, no sooner than the day following the date signed by the corporate officer.

*** PLEASE PRINT OR TYPE ALL INFORMATION *** ORIGINAL SIGNATURES REQUIRED ***

Jose M Ortiz Mendoza **MANAGER**
Name of Officer Corporate Title
2026 MONTGOMERY ST
Street Address P.O. Box
NEWBERRY SC 29108
City State Zip
589 76 6456
Social Security Number
803 924-4895
Area Code Telephone Number
K Jose M Ortiz 01-10-14
Signature of Officer Date

DBA ORTIZ CONSTRUCTION
Name of Business (Legal Name)
Street Address P.O. Box
City State Zip
NONE
Federal Employer ID #
Area Code Telephone Number
Effective Date

Subscribed and sworn to me this 10th day of January 2014

K Lillian L. Platts
Notary Public

My Commission Expires:

7/13/2019

This form may be used when an officer desires to become exempt from the provisions of the South Carolina Workers' Compensation Act. For additional information regarding the provisions of Section 42-1-520 and this form, contact your insurance carrier or the South Carolina Workers' Compensation Commission, Coverage Division, Post Office Box 1715, Columbia, South Carolina 29202-1715. (803) 737-6203.

WCC Form # 5
Rev. 05/2013

5

Corporate Officer Notice to Reject

Sent: 12/29/2014 2:18:52 PM
From: RMAPS_Finance_Admin@ncci.com
To: COMMERCIALCLIENTCENTER@BBANDT.COM,BMMCLEAN@BBANDT.COM
Cc:
Subject: RMAPS Application # 34864150 - 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: Credit Card Payment

Transaction ID: 4198802910530176195661

Producer:	STEPHEN SEXTON	Payment Date:	12/29/2014
Agency:	BB AND T INSURANCE SERVICES INC	Card Holder Name:	Jose Ortiz
Risk Name:	JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION	Card Type:	Master Card
Application ID:	34864150	Card Number:	xxxxxxxxxxxx9435
Payment Amount:	\$1250	Card Expiration:	11-2017

Thank you for your Credit Card Payment.

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: 12/30/2014 2:07:04 PM
From: NCCI_Reply_Required@NCCI.com
To: COMMERCIALCLIENTCENTER@BBANDT.COM,BMMCLEAN@BBANDT.COM
Cc:
Subject: First Notice - RMAPS Application ID 34864150 - JOSE MORTIZ MENDOZA DBA ORTIZ
CONSTRUCTION

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 01/05/2015 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 all pages of the signed ACORD® 130 and ACORD® 133 applications. On the ACORD® 130, the applicant must initial the privacy statement (if applicable) and both the producer and applicant must sign under the privacy statement. On the ACORD® 133, the producer must sign page 4 and the applicant must sign and clearly print their name. Please attach all pages of the signed ACORD® 130 and 133 applications to this email, upload directly in the RMAPS® system or fax to the Assigned Risk Analyst.

1. Producer: Please provide your agency license number.
2. Are the applicant and/or subcontractors performing carpentry/remodeling/construction operations for residential single family homes?
3. Are the applicant and/or subcontractors performing carpentry/remodeling/construction operations for residential multi family homes? (i.e. apartments, condos, etc.)
4. Are the applicant and/or subcontractors performing carpentry/remodeling/construction operations for commercial buildings? (i.e. high rises, retail stores, offices, schools, etc.)
5. What type(s) of carpentry/remodeling/construction operations are the applicant and/or subcontractors performing? Select all that apply.

☐ Roofing
☐ Gutters

- ☐ Door and/or Window Installation
- ☐ Interior Trim/Wooden Cabinet Installation
- ☐ Framing
- ☐ Flooring
- ☐ Tile/Marble/Stone
- ☐ Hardwood Flooring
- ☐ Carpeting/Vinyl/Laminate
- ☐ Concrete Flooring/ Terrazzo
- ☐ Plumbing
- ☐ Electrical
- ☐ HVAC
- ☐ Siding Installation
- ☐ Painting
- ☐ Drywall
- ☐ Concrete
- ☐ Sidewalks
- ☐ Driveways
- ☐ Pouring Concrete for Walls
- ☐ Foundations
- ☐ Masonry Work
- ☐ Fencing
- ☐ Overhead Garage Door Installation
- ☐ New Landscaping

6. Producer/Employer: Please note that the applicant needs to now check and initial that they have read the privacy statement on the 2013 edition Acord 130. This is located on page 4 of the Acord 130 directly under the Gen Info questions and where it states signatures. That first box the applicant needs to check next to word "copy" and initial at the bottom right hand corner. Please have the applicant check off the box and initial and resubmit the signature page of the Acord 130.

7. Producer/Employer: Please submit the signed Acords. (All 8 pages are required for binding)

8. Please verify who signed the applications for both the applicant and the producer.

Applicant (please print individual's name): _____

Producer (please print individual's name): _____

Final deadline date for this application is 8:00 pm est. on 01/09/2015.

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,

JILL PEARSON
Assigned Risk Analyst
Phone: (800) 622-4123 Ext. 1179

Sent: 12/31/2014 9:28:27 AM
From: NCCI_Reply_Required@NCCI.com
To: COMMERCIALCLIENTCENTER@BBANDT.COM,BMMCLEAN@BBANDT.COM
Cc:
Subject: First Notice - RMAPS Application ID 34864160 - JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

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 01/05/2015 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 all pages of the signed ACORD® 130 and ACORD® 133 applications. On the ACORD® 130, the applicant must initial the privacy statement (if applicable) and both the producer and applicant must sign under the privacy statement. On the ACORD® 133, the producer must sign page 4 and the applicant must sign and clearly print their name. Please attach all pages of the signed ACORD® 130 and 133 applications to this email, upload directly in the RMAPS® system or fax to the Assigned Risk Analyst.

****Final deadline date for this application is 8:00 pm est. on 01/09/2015.****

1. Producer: Please provide your agency license number.
2. Are the applicant and/or subcontractors performing carpentry/remodeling/construction operations for residential single family homes?
3. Are the applicant and/or subcontractors performing carpentry/remodeling/construction operations for residential multi family homes? (i.e. apartments, condos, etc.)
4. Are the applicant and/or subcontractors performing carpentry/remodeling/construction operations for commercial buildings? (i.e. high rises, retail stores, offices, schools, etc.)
5. What type(s) of carpentry/remodeling/construction operations are the applicant and/or subcontractors performing? Select all that apply.

- ☐ Roofing
- ☐ Gutters
- ☐ Door and/or Window Installation
- ☐ Interior Trim/Wooden Cabinet Installation
- ☐ Framing
- ☐ Flooring
- ☐ Tile/Marble/Stone
- ☐ Hardwood Flooring
- ☐ Carpeting/Vinyl/Laminate
- ☐ Concrete Flooring/ Terrazzo
- ☐ Plumbing
- ☐ Electrical
- ☐ HVAC
- ☐ Siding Installation
- ☐ Painting
- ☐ Drywall
- ☐ Concrete
- ☐ Sidewalks
- ☐ Driveways
- ☐ Pouring Concrete for Walls
- ☐ Foundations
- ☐ Masonry Work
- ☐ Fencing
- ☐ Overhead Garage Door Installation
- ☐ New Landscaping

6. Producer/Employer: Please note that the applicant needs to now check and initial that they have read the privacy statement on the 2013 edition Acord 130. This is located on page 4 of the Acord 130 directly under the Gen Info questions and where it states signatures. That first box the applicant needs to check next to word "copy" and initial at the bottom right hand corner. Please have the applicant check off the box and initial and resubmit the signature page of the Acord 130.

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Producer (please print individual's name): _____

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If you have any questions regarding the contents of this letter please contact the Assigned Risk Analyst named below.

Sincerely,

JILL PEARSON
Assigned Risk Analyst

Phone: (800) 622-4123 Ext. 1179

Sent: 1/5/2015 11:58:44 AM
From: NCCI_Reply_Required@NCCI.com
To: COMMERCIALCLIENTCENTER@BBANDT.COM,BMMCLEAN@BBANDT.COM
Cc:
Subject: Second Notice - RMAPS Application ID 34864150 - JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

SECOND 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.

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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.

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- ☐ Carpeting/Vinyl/Laminate
- ☐ Concrete Flooring/Terrazzo
- ☐ Plumbing
- ☐ Electrical
- ☐ HVAC
- ☐ Siding Installation
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Sincerely,

JILL PEARSON
Assigned Risk Analyst

Phone: (800) 622-4123 Ext. 1179

Sent: 1/7/2015 12:43:50 PM
From: NCCI_Reply_Required@NCCI.com
To: COMMERCIALCLIENTCENTER@BBANDT.COM,BMMCLEAN@BBANDT.COM
Cc:
Subject: Final Notice - RMAPS Application ID 34864150 - JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

FINAL NOTICE

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1. Producer/Employer: Please note that class code 5221 has been added based on the responses to the requested information. The total estimated annual premium is \$1,250 and the required deposit premium is \$1,250. An additional \$0 is required in order to assign coverage. Please see attached revised PCS (Premium Calculator) Worksheet.

2. Producer: Please note that the signed Acords have not been received.

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Sincerely,

JILL PEARSON
Assigned Risk Analyst
Phone: (800) 622-4123 Ext. 1179

From: Price, Peter
To: NCCI_Reply_Required
Cc:
Subject: RE: 12 30 04ortizcon FW: First Notice - RMAPS Application ID 34864150 - JOSE M ORTIZ
MENDOZA DBA ORTIZ CONSTRUCTION
Received Timestamp: 12/30/2014 5:43:00 PM

Jill,

I submitted payment yesterday for this client he called in and said he had faxed the signed applications to us. I checked our fax and we had not received this. I would like to know if there is any way that we can have an extension on submitting this information as the insured will be in Mexico out of reach until 1/6/15 or 1/7/15. He knows he needs to get these documents to us, but he does not have access to them until his return.

Thank you,

Peter Price
Commercial Account Manager
BB&T Insurance Services, Inc.
414 Gallimore Dairy Road, Suite F
Greensboro, NC 27409
1-888-743-2217 (Toll Free)
1-888-827-9861 (Fax)
pjprice@bbandt.com
Mailcode-534-01-01-15

From: NCCI_Reply_Required [mailto:NCCI_Reply_Required@ncci.com]
Sent: December 30, 2014 2:07 PM
To: Commercial Client Center; McLean, Byron
Subject: First Notice - RMAPS Application ID 34864150 - JOSE M ORTIZ MENDOZA DBA ORTIZ
CONSTRUCTION

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.

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- 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

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- ☐ Interior Trim/Wooden Cabinet Installation
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- ☐ Flooring
- ☐ Tile/Marble/Stone
- ☐ Hardwood Flooring
- ☐ Carpeting/Vinyl/Laminate
- ☐ Concrete Flooring/ Terrazzo
- ☐ Plumbing
- ☐ Electrical
- ☐ HVAC
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Sincerely,

JILL PEARSON
Assigned Risk Analyst
Phone: (800) 622-4123 Ext. 1179

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please delete the material from your system without reading the content and notify the sender immediately of the inadvertent transmission.

From: McLean, Byron
To: NCCI_Reply_Required; Commercial Client Center
Cc:
Subject: RE: Second Notice - RMAPS Application ID 34864150 - JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION
Received Timestamp: 1/7/2015 8:19:00 AM

Good Morning,

Attached are the signed applications. The agency license number is 106994. The insured is performing carpentry work on residential single family homes only. No multi-family homes or commercial buildings. Insured does work on driveways and porch/deck work. The applicant that signed is Jose M Ortiz. The producer that signed is Virginia Cardwell.

Thanks,

Byron McLean, CISR
Commercial Account Manager
BB&T Insurance Services, Inc.
414 Gallimore Dairy Road, Suite F
Greensboro, NC 27409
Telephone: 1-888-743-2217
Fax: 1-888-827-9861
bmmclean@bbandt.com
Mailcode: 534-01-01-15

From: NCCI_Reply_Required [mailto:NCCI_Reply_Required@ncci.com]
Sent: January 06, 2015 11:56 AM
To: Commercial Client Center; McLean, Byron
Subject: Second Notice - RMAPS Application ID 34864150 - JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

SECOND NOTICE

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- ☐ Door and/or Window Installation
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- ☐ Hardwood Flooring
- ☐ Carpeting/Vinyl/Laminate
- ☐ Concrete Flooring/ Terrazzo
- ☐ Plumbing
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- ☐ HVAC
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- ☐ Foundations

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Phone: (800) 622-4123 Ext. 1179

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From: McLean, Byron
To: NCCI_Reply_Required
Cc:
Subject: RE: Final Notice - RMAPS Application ID 34864150 - JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION
Received Timestamp: 1/8/2016 8:07:00 AM

Good Morning,

Per my voicemail signed accords were already sent in my previous email (attached again).

Thanks,

Byron McLean, CISR
Commercial Account Manager
BB&T Insurance Services, Inc.
414 Gallimore Dairy Road, Suite F
Greensboro, NC 27409
Telephone: 1-888-743-2217
Fax: 1-888-827-9861
bmmclean@bbandt.com
Mailcode: 534-01-01-15

From: NCCI_Reply_Required [mailto:NCCI_Reply_Required@ncci.com]
Sent: January 07, 2015 12:44 PM
To: Commercial Client Center; McLean, Byron
Subject: Final Notice - RMAPS Application ID 34864150 - JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

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2. Producer: Please note that the signed Acords have not been received.

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01/08/2015 08:46 ... 5518931171

NCCI

PAGE 01/09

	APP# 34864150
FACSIMILE TRANSMISSION	
From: STEPHEN GEXTON, BB AND T INSURANCE SERVICES INC	
Fax #: (888) 827-9881	
Subject: JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION	
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 # 34864150	
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: JILL PEARSON (800) 822-4123 Ext. 1179	
APP# 34864150	
Return Fax: (661) 893-4284	

01/08/2015 08:46 5618931171

NCCI

PAGE 02/09



WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY)

AGENCY NAME AND ADDRESS BB AND T INSURANCE SERVICES INC 414 GALLIMORE DAIRY RD STE F GREENSBORO, NC 27409-9063		COMPANY UNDERWRITER APPLICANT NAME: JOSEPH ORTIZ LINDOZA DBA ORTIZ CONSTRUCTION OFFICE NUMBER: (NORMAL PHONE) MAILING ADDRESS (including Zip + 4) 2020 MONTGOMERY ST NEWBERRY, NC 28108-4515		YEAR IN BUS: 1 INC: NAICS: NAICS Address:	
PRODUCER NAME: STEPHEN BRITTON CR REPRESENTATIVE: RYKON MOHAM NAME: OFFICE PHONE: (781) 741-2217 EXT. No. (cell): MOBILE: PHONE: (781) 837-0691 FAX: EMAIL: COMMERCIAL@BUTCHERBROTHERS.COM		E-MAIL ADDRESS: ☒ SOLE PROPRIETOR ☐ CORPORATION ☐ LLC ☐ TRUST ☐ UNINCORPORATED ASSOCIATION ☐ PARTNER ☐ SUBCHAPTER S CORP ☐ JOINT VENTURE		TO NUMBER: OTHER PAYROLL BUREAU OR EMPLOYER REGISTRATION NUMBER ON STATE:	
STATUS: CODE: SUB CODE:		FEDERAL EMPLOYER NUMBER: 28-9768458 NCI RPTID NUMBER:		TO NUMBER:	
AGENCY CUSTOMER ID:		STATUS OF SUBMISSION ☐ QUOTE ☐ ISSUE POLICY ☐ BOUND (Only date and/or check copy) ☒ ASSIGNED RISK (Attach ACORD 130)			

BILLING / AUDIT INFORMATION BILLING PLAN ☐ AGENCY BIL ☐ DIRECT BILL ☐ ANNUAL ☐ OTHER: ☐ MONTHLY ☐ QUARTERLY ☐ QUARTERLY		AUDIT ☐ AT EXPIRATION ☐ MONTHLY ☐ QUARTERLY	

LOCATIONS LOC# Highway/Fwy STREET, CITY, COUNTY, STATE, ZIP CODE 1 2020 MONTGOMERY ST NEWBERRY, NC 28108-4515	

POLICY INFORMATION PROPOSED EFF DATE: 1/1/2015 PROPOSED EXP DATE: 1/1/2016 NORMAL ANNUAL RATING DATE:		PARTICIPATING NON-PARTICIPATING		RETRO PLAN	
PART 1 - WORKERS COMPENSATION (SIFAS) SC	PART 2 - EMPLOYER LIABILITY \$ 100,000 EACH ACCIDENT \$ 500,000 DISEASE POLICY LIMIT \$ 100,000 DISEASE EACH EMPLOYEE	PART 3 - OTHER STATES INS	DEDUCTIBLES (P/A M/W) MEDICAL INDEMNITY	AMOUNT / % (P/A M/W)	OTHER COVERAGE U.S. & H. VOLUNTARY FOREIGN COV
MANAGED CARE					

ADDITIONAL COMPANY INFORMATION DIVIDEND PLAN SAFETY GROUP	
SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS (Attach ACORD 101, Additional Remarks Schedule, if those apply as required)	

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES: TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES \$1,250.00		TOTAL MINIMUM PREMIUM ALL STATES \$0.00		TOTAL DEPOSIT PREMIUM ALL STATES \$1,250.00	

CONTACT INFORMATION TYPE NAME OFFICE PHONE MOBILE PHONE E-MAIL INSPECTION JOSE ORTIZ (800) 824-1895 ACCOUNTING RECORD JOSE ORTIZ (800) 824-1895 CLAIMS INFO JOSE ORTIZ (800) 824-1895	

INDIVIDUALS INCLUDED / EXCLUDED PARTIALS, OFFERS, TOWERS (Must be approved by business department) TO BE EXCLUDED OR EXCLUDED (if insurance policy is to be included must be part of name (if not a policy)) EXCLUSIONS IN WORKERS COMPENSATION (Must be approved by business department) TO BE EXCLUDED OR EXCLUDED (if insurance policy is to be included must be part of name (if not a policy))									
STATE	LOC#	NAME	DATE OF BIRTH	RELATIONSHIP	OWNER SIF X	TYPE	WORKED	CLAIM CODE	ACQUISITION PAYROLL
SC		ORTIZ, JOSE	10/17/1984	SOLE PROP	100	MANAGER	E	5649	0

ACORD 130 (2012/09)

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STATE RATING SHEET # 1 OF 1 SHEETS

RATING INFORMATION - STATE: South Carolina

NCCI APP# 34884150

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AGENCY CUSTOMER ID: _____

PRIOR CARRIER INFORMATION / LOSS HISTORY

PRIOR CARRIER INFORMATION / LOSS HISTORY					LOSS RUN ATTACHED	
PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS						
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	LOSS	# 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 - ACRAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

Construction

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(S) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL (e.g. benzene, white, red tanks, etc.)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?	N
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGES 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 18 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

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17. ANY OTHER INFORMATION WITHIN THE PRESENT	YES
18. ANY FROM DOCUMENTS OBTAINED / CONTROLLED / NOT AVAILABLE IN THE LAST THREE (3) YEARS? (Name of Agency - Do not include the name of you)	YES
19. ANY FROM OTHER INFORMATION SOURCES	YES
20. DO ANY OF THE ABOVE INFORMATION WORK FOR OTHER BUSINESSES OR ENTERPRISES?	YES
21. DO YOU HAVE ANY INFORMATION FROM OTHER EMPLOYERS?	YES
22. DO ANY OF THE ABOVE INFORMATION WORK AT HOME? (YES / NO / OTHER)	YES
23. ANY INFORMATION OBTAINED WITHIN THE LAST FIVE (5) YEARS? (YES / NO / OTHER)	YES
24. ANY INFORMATION FROM ANY OTHER SOURCE OF INFORMATION PROVIDED BY YOU OR ANY COMMONLY MANAGED OR OWNED ENTERPRISE? (YES / NO / OTHER)	YES

SECRET

[illegible][illegible]

Applicants for this title are required to voluntarily provide false, inaccurate or misleading facts or information to an insurance company for the purpose of obtaining or attempting to obtain this title. Applicants may include insurance agents, clerks, salesmen, or other persons who are employed by an insurance company who have knowingly and willfully, or recklessly or negligently, or through fraud or deception, or through any other means, provided false or misleading information to the insurance company for the purpose of obtaining or attempting to obtain this title. Any person who is found to have provided false or misleading information to the insurance company for the purpose of obtaining or attempting to obtain this title shall be reported to the Insurance Division of the Department of Insurance within 30 days of the date of the finding.

Applicants for the State Bar shall submit this knowledge and with intent to prove, defend, or disprove any matter in a lawsuit or claim or an application submitted to the State Bar. It is intended that this knowledge be used in the course of a lawsuit for the first degree. *Applied in FL Ord.

[illegible][illegible][illegible]

any activity on his part which may have the effect of undermining the mission of an application for an investigation policy in a subject to criminal and civil penalties.

Applicant has been fully advised that information furnished by him/her will be used solely for the purpose of determining his/her eligibility for admission to the institution.

Applicant has been fully advised that information furnished by him/her will be used solely for the purpose of determining his/her eligibility for admission to the institution.

[illegible][illegible]

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND HEREBY CERTIFIES THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE TRUE AND CORRECT INFORMATION AND THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

ANSWER TO QUESTION ON THIS APPLICATION, HEARING HIS PROPERTY (SEE INSTRUCTIONS) ANSWER TO QUESTION ON THIS APPLICATION, HEARING HIS PROPERTY (SEE INSTRUCTIONS)	DATE 12/10/11	PRODUCTION REFERENCE 101011	NATIONAL PRODUCTION NUMBER 983 924 414

59

01/08/2015 08:46 5618931171

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AGENCY CUSTOMER ID: _____



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
JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

PROPOSED EFF DATE
01/11/2016

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)

JOSE ORTIZ
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4810

STATE DEVELOPING HIGHEST PAYROLL: \$0

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 GROUP ☐ 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: 2014

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 ERIS-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 ERIS-14 FORM

6. DO YOU LEASE WORKERS FROM A PROFESSIONAL EMPLOYER ORGANIZATION (PEO)? IF YES, REFER TO WCOMP INSTRUCTIONS.

NAME OF PROFESSIONAL EMPLOYER ORGANIZATION (PEO):

7. DO YOU LEASE WORKERS TO A CLIENT COMPANY? IF YES, REFER TO WCOMP INSTRUCTIONS.

8. ARE YOU SEEKING TO COVER THE LEASED WORKERS? IF YES, REFER TO WCOMP 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 THIS AGREEMENT.

11. IS COVERAGE REQUESTED FOR A SPORTS TEAM? IF YES, PROVIDE NAME OF SPORTS TEAM AND DOMICILED STATE.

NAME OF SPORTS TEAM:

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 TYPE 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., oil, dry goods, explosives, machinery, motor / vehicle parts and field office, 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:

ACORD 133 (2012/09)

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AGENCY CUSTOMER ID: _____

INSURANCE COMPANIES WHO HAVE OFFERED/REFUSED INSURANCE					YES	NO
21. HAVE YOU RECEIVED ANY OFFERS OF VOLUNTARY COVERAGE? (INCLUDE MULTILINE 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) ☒ 3						
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.					☐	☒ N
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:						
- Credit Card (for applications submitted ONLINE at nccol.com ONLY) - Electronic funds transfer (EFT) in the form of an Automated Clearing House (ACH) transaction Note: For 1 & 2 above, refer to instructions provided with NCCI's FORMS Online Application Service payment letters. All payments by credit card and electronic funds transfer must accompany completed and signed ACORD 100 and 133 forms. - Check or Money Order (for MAILED applications ONLY) - ONLY the following types of payment, made payable to NCCI, Inc., are acceptable: - Checks: Applicant's, Cashier's, Producer's, Finance Company's - Money Order - All checks and money orders MUST be made payable to NCCI, Inc., and accompany completed and signed ACORD 100 and 133 forms. NO CREDIT CARD OR BANKING INFORMATION SHOULD BE ENTERED ON THE HARD COPY ACORD 100 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)

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AGENCY CUSTOMER ID: _____

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, the coverage is being offered 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 (VCAAP 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 deposit-only 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 (VCAAP 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 VCAAP 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 VCAAP 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 achieving employee; (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, (s/he) acknowledges that the Loss Sensitive Rating Plan (LSRP) has been explained to him/her 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 the 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.

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 (e-mail) messages that may contain electronic documents, including without limitation, any binder/notice of policy issued by NCCI, and any notices 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: ☒ Yes ☐ No

hmmccard@bbhat.com

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 (e-mail) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewals 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 the 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 policy notifications and/or communications electronic, subject to any requirements applicable to the assigned carrier under any applicable law or regulatory requirement. 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 law or regulatory requirement that prescribes a specific method of delivery for policy notifications, documents, or other information, including without limitation, meeting notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☒ Yes ☐ No

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APP# 34864150

FACSIMILE TRANSMISSION

From: VIRGINIA CARDWELL, BB AND T INSURANCE SERVICES INC

Fax #: (888) 927-9861

Subject: JOSE M ORTIZ MENDOZA DBA ORTIZ CONSTRUCTION

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 # 34864150

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:
JILL PEARSON (800) 622-4123 Ext. 1179

APP# 34864150

Return Fax: (561) 893-4284



Residual Market Application Processing System
ACH Addenda

Run Date: 1/9/2015
Run Time: 2:46 AM

Region: AR TEAM 3
State: South Carolina
Carrier: RIVERPORT INSURANCE COMPANY

Binder Number	Risk Name & Address	FEIN/SSN	Tot Est Prem	App. ID	Check Amount	User ID
39-27995-15008-163519	JOSE M ORTIZ MENDOZA DBA ORTIZ CONS 2028 MONTGOMERY ST NEWBERRY, SC 29108-4516	68-9766456	\$1,260.00	34864160	\$1,250.00	ADJMP



Residual Market Application Processing System
ACH Addenda

Run Date: 1/9/2015

Run Time: 2:46 AM

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com polycyservices@berkleyrisk.com

Enclosed are your South Carolina workers' compensation insurance policy documents. Please carefully read and review this information to ensure the coverage you require or requested is accurately represented. Please contact us if any changes need to be made to the policy.

Berkley Assigned Risk Services provides its policyholders with certain accident prevention services and safety information at no additional cost. If you would like more information, call 1-888-548-7431.

Please report all workers' compensation injuries by calling 1-800-272-8520 or submit via fax at 1-866-904-1907. You may also report injuries on-line at www.berkleyassignedrisk.com.

All injuries should be reported to us on the same day they occur. This is very important if the injury causes loss of time because state laws require payment of lost time benefits within a specified number of days. Please read the instructions for completing the First Report of Injury.

The state of South Carolina provides a Notice of WC Insurance Poster to be displayed at your workplace. To access this poster, please visit the South Carolina Department of Labor at <http://www.llr.state.sc.us/aboutus/index.asp?file=posters.htm>.

To issue certificates of insurance or to sign up to receive your documents electronically, please visit our website at: www.berkleyassignedrisk.com.

The following documents are available to you at all times on our website: www.berkleyassignedrisk.com. If you would like any one of these documents sent directly to you by email or postal delivery, please select the appropriate box and fax this form to 1-866-215-8118 or email us at polycyservices@berkleyrisk.com.

Please clearly print your E-mail address here:

WC-39-84-016495-00

JOSE M ORTIZ MENDOZA
ORTIZ CONSTRUCTION

2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

- ☐ Loss Records
- ☐ Understanding Premium Audits
- ☐ Returning Injured Employees to Work Pamphlet
- ☐ Extra First Report of Injury Forms
- ☐ Sample Safety Program



South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policyservices@berkleyrisk.com

STATEMENT OF PREMIUM

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4616

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016

Date of Mailing: 1/9/2015

Standard Premium		\$1,020.00
Expense Constant		\$230.00
Terrorism	0.02	\$0.00
Catastrophe	0.01	\$0.00
Total Estimated Annual Premium		\$1,250.00
Total Fees & Premium		\$1,250.00
Net Deposit Premium Required		\$1,250.00
Premium Paid to Date		(\$1,250.00)
Total Premium Due		\$0.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 00 0

(Ed. 7-11)

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

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-11)

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 00 C

(Ed. 7-11)

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 Non-appropriated 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 there under, 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.

WC 00 00 00 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-11)

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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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.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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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

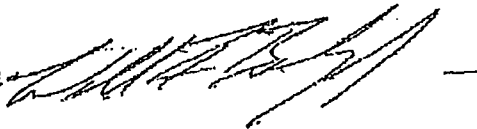
The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Carefully note Part 4 requiring immediate notice of every occurrence, claim and suit.

Riverport Insurance Co. has caused the Policy to be signed by a duly authorized representative of the company. Acceptance of the Policy by the Insured constitutes acceptance of all of its terms.

Riverport Insurance Co.

Signature



6 of 6

Berkley

ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27985
 Administered by Berkley Assigned Risk Services
 P.O. Box 59143, Minneapolis, Minnesota 55459-0143
 Toll Free (888) 548-7431 Fax (888) 215-8118
 www.berkleyassignedrisk.com policyservices@berkleyrisk.com

INFORMATION PAGE

Renewal Of No. New

WCIP

Policy Number: WC-99-04-016495-00
 Risk ID:

1. The Insured:
 JOSE M ORTIZ MENDOZA
 dba: ORTIZ CONSTRUCTION
 2026 MONTGOMERY ST
 NEWBERRY, SC 29108-4516

Tax ID#: F 58-8766456

Date of Mailing: 1/9/2015

☒ Individual ☐ Partnership
☐ Corporation ☐ Other

Other workplaces not shown above:
 See Schedule

2. The policy period is from 12:01 a.m. 1/11/2015 to 12:01 a.m. 1/11/2016 at the Insured's mailing address.
 3.A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:

SC

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.
 The limits of our liability under Part Two are:

Bodily Injury By Accident \$100,000 each accident.
 Bodily Injury By Disease \$500,000 policy limit.
 Bodily Injury By Disease \$100,000 each employee.

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 SEE WC 00-03-26 (A)

D. This policy includes these endorsements and schedules:
 WC000308 WC000326A WC000403 WC000404 WC000406A WC000414 WC000415B WC000417B WC000419 WC990001A WC990601

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
 All information required below is subject to verification and change by audit.

PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	CODE NO.	ENTRIES IN THIS ITEM, EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS CONTRACT; DO NOT MODIFY ANY OF THE OTHER PROVISIONS OF THIS POLICY.	ESTIMATED ANNUAL PREMIUM
See Schedule			Manual Premium	\$0.00
			Subject Premium	\$0.00
			Modified Premium	\$0.00
			Minimum Premium Adjustment	\$1,020.00
Minimum Premium:	\$1,250.00		Standard Premium	\$1,020.00
			Expense Constant	\$230.00
			Terrorism 0.02	\$0.00
			Catastrophe 0.01	\$0.00
			Total Estimated Annual Premium	\$1,250.00
			Total Fees & Premium	\$1,250.00
			Net Deposit Premium Required	\$1,250.00
			Premium Paid to Date	(\$1,250.00)
			Total Premium Due	\$0.00

Agency Name and Address
 BB&T Ins Services Inc
 3318 W Friendly Ave 400
 Greensboro, NC 27410

DATE: 1/9/2015

Signature

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WC 99-00-01

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South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
 Administered by Berkley Assigned Risk Services
 P.O. Box 59143, Minneapolis, Minnesota 55459-0143
 Toll Free (888) 548-7431 Fax (888) 215-8118
 www.berkeleyassignedrisk.com policyservices@berkeleyrisk.com

INFORMATION SCHEDULE

Renewal Of No. New

1. The Insured:

WCIP

Policy Number: WC-39-84-018495-00
 Risk ID:

JOSE M ORTIZ MENDOZA
 dba: ORTIZ CONSTRUCTION
 2026 MONTGOMERY ST
 NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766458

Policy Period: From: 1/11/2015
 To: 1/11/2016
 Endorsement Eff. Date: 1/11/2015
 Date of Mailing: 1/9/2015

Changes as set forth below are hereby made, with respect to the estimated remuneration, premium and/or rates.

PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	CLASS CODE	1/11/2015 - 1/11/2016 CLASSIFICATION	ESTIMATED ANNUAL PREMIUM
State: SC			JOSE M ORTIZ MENDOZA 2026 MONTGOMERY ST NEWBERRY SC, 29108-4516	
If Any	8.85	5221	CONCRETE-CEMENT WORK-FLOORS DRWYS.	\$0
If Any	34.81	5645	CARPENTRY-CONST-RESIDNET DWELLS < 3 STI	\$0

SC

Manual Premium	\$0.00
Supplementary Disease	\$0.00
Short Rate	\$0.00
Waiver of Subrogation Factor	\$0.00
Number of Waivers	\$0.00
Increased Limits	\$0.00
Increased Limits Minimum	\$0.00
Deductible Factor	\$0.00
Subject Premium	\$0.00
ADFW Credit	\$0.00
Experience Modification	\$0.00
Modified Premium	\$0.00
ARAP	\$0.00
Supplemental Disease Exposure	\$0.00
Atomic Energy Radiation	\$0.00
Non-Ratable Class Codes	\$0.00
Per Passenger Seat Surcharge	\$1,020.00
Minimum Premium Adjustment	\$1,020.00
Standard Premium	\$230.00
Expense Constant	\$0.00
Terrorism	0.02 \$0.00
Catastrophe	0.01 \$0.00



South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
 Administored by Berkley Assigned Risk Services
 P.O. Box 59143, Minneapolis, Minnesota 55459-0143
 Toll Free (888) 543-7431 Fax (866) 215-8118
 www.berkleyassignedrisk.com polkyservices@berkleyrisk.com

INFORMATION SCHEDULE

Renewal Of No. New

1. The Insured:

JOSE M. ORTIZ MENDOZA
 dba: ORTIZ CONSTRUCTION
 2026 MONTGOMERY ST
 NEWBERRY, SC 29108-4516

WCIP

Policy Number: WC-39-84-016495-00
 Risk ID:

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
 To: 1/11/2016
 Endorsement Eff. Date: 1/11/2015
 Date of Mailing: 1/9/2015

Changes as set forth below are hereby made, with respect to the estimated remuneration, premium and/or rates.
 Total Estimated Annual Premium \$1,250.00

Policy Summary		1/11/2015 - 1/11/2016
Manual Premium		\$0.00
Subject Premium		\$0.00
Modified Premium		\$0.00
Minimum Premium Adjustment		\$1,020.00
Standard Premium		\$1,020.00
Expense Constant		\$230.00
Terrorism	0.02	\$0.00
Catastrophe	0.01	\$0.00
Total Estimated Annual Premium		\$1,250.00
Total Fees & Premium		\$1,250.00
Net Deposit Premium Required		\$1,250.00
Premium Paid to Date		(\$1,250.00)
Refund		\$0.00

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
 3318 W Friendly Ave 400
 Greensboro, NC 27410

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27095
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policyservices@berkleyrisk.com

ENTITY AND LOCATION SCHEDULE

1. The Insured:

WCIP

Policy Number: WC-39-04-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2015

Entity Information:

Insured Name: JOSE M ORTIZ MENDOZA
Federal ID Number: F 58-9766456
UIC Number:
dba: ORTIZ CONSTRUCTION

☒ Individual ☐ Partnership
☐ Corporation ☐ Other

2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC990801

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Center Code 27095
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkeleyassignedrisk.com polycyservices@berkeleyrisk.com

Premium Discount Endorsement

1. The Insured:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2015

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

2. Average percentage discount: _____
3. Other policies:
4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number: WC-39-84-016495-00

Agency Name and Address
BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410



South Carolina Workers' Compensation Insurance Plan
Riverport Insurance Company NCCI Carrier Code 27895
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policyservices@berkleyrisk.com

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2016

This 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

Partners

Officers

Others

JOSE ORTIZ

All other terms and conditions of this policy remain unchanged.

Agency Name and Address
BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 00-03-08
2012 *

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan
Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (888) 215-8118
www.berkleyassignedrisk.com polycyservices@berkleyrisk.com

RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT

1. The Insured;

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2015

"Part Three-Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATE 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.

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 00-03-26(A)

2012 *

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (800) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com polycyservices@berkleyrisk.com

PENDING RATE CHANGE ENDORSEMENT

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dbe: ORTIZ CONSTRUCTION
2028 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2015

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

SC

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

Berkley

ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policyservices@berkleyrisk.com

ASSIGNED RISK ADJUSTMENT PROGRAM ENDORSEMENT

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766466

Policy Period: From: 1/11/2015
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2015

This endorsement is attached to your policy and incorporates the following additional provisions into Part Five (Premium) of your policy because one or more of the states shown in Item 3.A. of the Information Page have approved the Assigned Risk Adjustment Program (ARAP). ARAP adds a surcharge to the premium of assigned risk employers who meet the criteria of ARAP. The application of ARAP is mandatory and shall apply to all assigned risk policies written in approved jurisdictions who meet the criteria of ARAP.

If your experience rating modification changes, the ARAP surcharge factor may also change.

A. Criteria

1. You will receive an ARAP surcharge factor calculated by the designated rating/advisory organization for your intrastate and/or interstate risk if you:
 - a. Are experience rated, and
 - b. Have an experience rating modification that includes data from at least one ARAP-approved jurisdiction, and
 - c. Have a calculated experience rating modification factor greater than or equal to 1.01, and
 - d. Meet or exceed the weighted test ratio in accordance with the applicable rules in NCCI's Basic Manual for Workers Compensation and Employers Liability Insurance or other applicable state rules.
2. You will not receive an ARAP surcharge factor calculated by the designated rating/advisory organization in an ARAP-approved jurisdiction if you:
 - a. Are not experience rated, or
 - b. Are an intrastate and/or interstate experience rated risk that does not have any ARAP-approved jurisdictions' data included in your experience rating modification calculation, or
 - c. Have a calculated experience rating modification equal to or less than 1.00.

B. Surcharge Application

You must pay a surcharge based on a comparison of your actual and expected losses, as determined using values from your experience rating modification calculation. The ARAP surcharge factor is applied by multiplying your assigned risk total modified premium by the ARAP surcharge factor. The total modified premium of an assigned risk policy in ARAP-approved jurisdictions is determined in accordance with the applicable state assigned risk premium algorithm, or any other applicable programs or statutory requirements. The ARAP surcharge factor is included in total standard premium.

C. Multistate Operations

If you are an experience rated employer with multistate operations, you shall be subject to the Assigned Risk Adjustment Program in states that have approved ARAP, and as applied by your insurance carrier in those states as shown in the Schedule below.

D. Cancellation

If your policy is cancelled, the ARAP surcharge factor is applied in accordance with Part Five (Premium), E. of your workers compensation and employers liability insurance policy.

State

SC

Schedule

All other terms and conditions of the policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

2012*
WC 00 04 15 B
(Ed. 01-10)

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27985

Administered by Berkley Assigned Risk Services

P.O. Box 59143, Minneapolis, Minnesota 55459-0143

Toll Free (888) 548-7431 Fax (888) 215-8118

www.berkleyassignedrisk.com policyservices@berkleyrisk.com

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00

Risk ID:

JOSE M ORTIZ MENDOZA

Tax ID#: F 58-9766456

dba: ORTIZ CONSTRUCTION

2028 MONTGOMERY ST

NEWBERRY, SC 29108-4516

Policy Period: From: 1/11/2016

To: 1/11/2016

Endorsement Eff. Date: 1/11/2015

Date of Mailing: 1/9/2015

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.

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc

3318 W Friendly Ave 400

Greensboro, NC 27410

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan
Riverport Insurance Company NCCI Center Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 546-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policyservices@berkleyrisk.com

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2016
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2015

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.

All other terms and conditions of this policy remain unchanged.

Agency Name and Address
BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 00-04-14

85

2012 *

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan
Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policyservices@berkleyrisk.com

ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION ENDORSEMENT

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SO 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/1/2015
To: 1/1/2016
Endorsement Eff. Date: 1/1/2015
Date of Mailing: 1/9/2015

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).

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

86 1 of 2

WC 00-04-17B

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan
Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policeservices@berkleyrisk.com

ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION ENDORSEMENT

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766458

Policy Period: From: 1/11/2015
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2016

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

- 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
- 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
SC

PREMIUM ELIGIBILITY
\$250,000

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Center Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (888) 215-8118
www.berkeleyassignedrisk.com policyservices@berkeleyrisk.com

PREMIUM DUE DATE ENDORSEMENT

1. The Insured:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

Tax ID#: F 58-9766466

Policy Period: From: 1/11/2015
To: 1/11/2016
Endorsement Eff. Date: 1/11/2015
Date of Mailing: 1/9/2015

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 premium is the date of the billing.

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

APPLICATION FOR DRUG- AND ALCOHOL-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Name of Employer: _____

Date Program Implemented: _____

This form must be completed by you and returned to your carrier with a copy of applicable documentation as proof of compliance before the premium credit of 5% can be established and processed. A program must be certified during each year the employer receives credit. Failure to do so will remove you from eligibility for this credit.

Following are the four minimum requirements necessary for a qualified employer workplace program. Please check the items below that apply.

- ☐ 1) **Substance Abuse Policy Statement:**
By law, any policy must be designed to help employees who need substance abuse assistance while, at the same time, sending a clear message that the abuse of drugs and alcohol is not compatible with employment in that employer's workplace. The policy statement must evidence both the employer's respect for its employees and the employer's need to maintain a safe, productive, substance abuse-free environment.
- ☐ 2) **Employee Notification:**
In order to protect the individual rights of each employee and to begin the employee education process necessary for a well-defined, well-managed workplace drug and alcohol abuse prevention program, each existing employee and each new employee hired after program implementation must be given a clear, concise, readable notice of the program, the program's requirements, the policy statement, and the employer's expectations under the program. Notification should be, and should remain, posted in employee common areas. In addition, each existing employee and each new employee must be given, by mail or by in-person delivery, a copy of the notice. Delivery may be accomplished by inclusion of the notice within the employee's paycheck package or any similarly important-to-the-employee correspondence or benefits delivery.
- ☐ 3) **Testing Procedure:**
The testing procedure must include a provision for random sampling of all persons who receive wages and compensation in any form from the employer. If a second test is administered, the testing procedure may allow for a single sample to be split for use in the first and second tests. Positive test results must be provided in writing to the employee within 24 hours of the time the employer receives the test results. Each employer must keep records of each test for up to one year.
- ☐ 4) **Test Results Confidentiality Protocols:**
Test results, information, interviews, reports, statements, and memorandums received by the employer must be considered confidential but may be used or received in evidence, obtained in discovery, or disclosed in any civil or administrative proceeding. The burden to protect against unauthorized release is placed not only upon the employer and any laboratory, medical review officer, or rehabilitation program or their agents, but also upon the underwriting carrier. Employers, laboratories, medical review officers, carriers, drug or alcohol rehabilitation programs, and employer drug prevention programs, and their agents who receive or have access to information concerning test results, must keep all information confidential. Release of such information under any other circumstance shall be solely pursuant to a written consent form signed voluntarily by the employee tested or their designee unless the release is completed through disclosure by an agency of the State in a civil or administrative proceeding, an order of a court of competent jurisdiction, or the determination of a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:
 - (1) The name of the person who is authorized to obtain the information;
 - (2) The purpose of the disclosure;
 - (3) The precise information to be disclosed;
 - (4) The duration of the consent; and
 - (5) The signature of a person authorizing release of the information.

Information on test results shall not be released for or used or admissible in any criminal proceeding against the employee.

I certify that the above information is accurate. If it is determined that there is any misrepresentation of the established drug- and alcohol-free workplace premium credit program requirements, I may be subject to an additional premium charge. This is a true and factual depiction of my current program.

_____ Employer Name	_____ Date	_____ Signature ¹
		_____ Title
_____ Notary Public's Signature	_____ Date	_____ Exp. of Commission

¹ Application must be signed by an officer, partner, sole proprietor, LLC member, or owner.

PRIVACY NOTICE

SC

Riverport Insurance Co. ("we", "us" or "our"), a member company of the W. R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by us. We are dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice describes our privacy policy and describes how we treat the nonpublic personal information ("Information") about our customers that we receive.

Why We Collect and How We Use Information.

We collect and use information for business purposes with respect to our administration of the State Workers' Compensation Insurance Plan and other business relations involving our customers. We gather this information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use information to offer you other products or services that we or our Affiliates provide.

How We Collect Information.

Most information collected by us is provided by you or your insurance agent or broker to us. We obtain information from (1) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (2) your transactions with us or our Affiliates. We may also obtain information from other sources such as (a) consumer reporting agencies, (b) other institutions or information services providers, (c) employers or (d) other insurers.

Information We Disclose.

We disclose any information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (1) information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, employer ID numbers, assets and information about your employees, (2) information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history and similar matters, and (3) information we receive from a consumer reporting agency, such as credit worthiness and credit history.

To Whom We Disclose Information.

We will, as permitted by law, disclose your information to Berkley Risk Administrators Company, LLC ("BRAC") or other affiliated companies that act on our behalf in providing insurance services in furtherance of the administration of the State Workers' Compensation Insurance Plan. All our affiliates will comply with the provisions of this Notice.

We may, as permitted or required by applicable law, disclose your information to nonaffiliated third parties, such as (1) your insurance agent or broker, (2) independent claims adjusters, (3) insurance support organizations, (4) processing companies, (5) actuarial organizations, (6) law firms, (7) other insurance companies involved in an insurance transaction with you, (8) law enforcement, regulatory, or governmental agencies, (9) courts or parties therein pursuant to a subpoena or court order, (10) the State Workers' Compensation Insurance Plan, or (11) our Affiliates.

We may share information with our Affiliates to analyze our book of business and to consolidate necessary information. We do not disclose information to other companies or organizations not affiliated with us for the purpose of using information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

How We Protect Information.

We require our employees to protect the confidentiality of information as required by applicable law. Access to information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect information. When we share or provide information to other persons or organizations, we contractually obligate them, if required by law, to treat information as confidential and conform to our privacy policy and applicable laws and regulations.

Correction and Access to Information.

Upon our receipt of your written request to us at 222 South 9th St., Suite 1300, Minneapolis, MN 55402-3332, Attn: Privacy Officer, we will, generally, make available information for your review. If you believe the information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such information if required by applicable law.

Requirements for Privacy Notice.

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at 222 South 9th St., Suite 1300, Minneapolis, MN 55402-3332, Attn: Privacy Officer.

WC-39-84-016495-00 01/11/15 - 01/11/18

Adopted: June 15, 2001

S.C. WORKERS' COMPENSATION COMMISSION - FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL. ZIP)		CARRIER/ADMINISTRATOR CLAIM NUMBER	OSHA LOG NUMBER	REPORT PURPOSE CODE
JOSE MORTIZ MENDOZA 2020 MONTGOMERY ST NEWBERRY SC 29108-4611		JURISDICTION	JURISDICTION CLAIM NUMBER	
INDUSTRY CODE		INSURED REPORT NUMBER		
EMPLOYER FEIN 589766166		EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)		LOCATION # PHONE # (803) 924-4895
CARRIER/CLAIMS ADMINISTRATOR		CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)		
CARRIER (NAME, ADDRESS, & PHONE #) Riverport Insurance Co. PO Box 1918 Columbia, SC 29202-1918 (800) 611-8535		Riverport Insurance Co. PO Box 1918 Columbia, SC 29202-1918 (800) 611-8535		
POLICY PERIOD 1/11/2015 TO 1/11/2016		CHECK IF APPROPRIATE ☐ SELF INSURANCE		
CARRIER FEIN 41-1654112		POLICY/SELF-INSURED NUMBER WC-39-84-016495-00		ADMINISTRATOR FEIN
AGENT NAME & CODE NUMBER BB&T Insurance Services Inc 1 199480950				
EMPLOYEE/WAGE		DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE HIRED
NAME (LAST, FIRST, MIDDLE)		SEX ☐ Male ☐ Female ☐ Unknown	MARITAL STATUS ☐ Unmarried/Single/Divorced ☐ Married ☐ Separated ☐ Unknown	STATE OF HIRE
ADDRESS (INCL. ZIP)		# OF DEPENDENTS	OCCUPATION/JOB TITLE	
PHONE		EMPLOYMENT STATUS		
RATE PER: ☐ DAY ☐ MONTH ☐ WEEK ☐ OTHER:		DAYS WORKED/WEEK	FULL PAY FOR DAY OF INJURY? ☐ YES ☐ NO DID SALARY CONTINUE? ☐ YES ☐ NO	
OCCURRENCE/TREATMENT				
TIME EMPLOYEE BEGAN WORK ☐ AM ☐ PM	DATE OF INJURY/ILLNESS	TIME OF OCCURRENCE (☐) CANNOT BE DETERMINED ☐ AM ☐ PM	LAST WORK DATE	DATE EMPLOYER NOTIFIED DATE DISABILITY BEGAN
CONTACT NAME/PHONE NUMBER		TYPE OF INJURY/ILLNESS		
DID INJURY/ILLNESS/EXPOSURE OCCUR ON EMPLOYER'S PREMISES? ☐ YES ☐ NO		TYPE OF INJURY/ILLNESS CODE		
DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED		ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED		WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED		
HOW/INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY HARMED THE EMPLOYEE OR MADE THE EMPLOYEE ILL				CAUSE OF INJURY CODE
DATE RETURNED TO WORK	IF FATAL, GIVE DATE OF DEATH	WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? ☐ YES ☐ NO WERE THEY USED? ☐ YES ☐ NO		
PHYSICIAN/HEALTH CARE PROVIDER (NAME & ADDRESS)		INITIAL TREATMENT		
		0 ☐ NO MEDICAL TREATMENT 1 ☐ MINOR BY EMPLOYER 2 ☐ MINOR CLINIC/HOSP 3 ☐ EMERGENCY CARE 4 ☐ HOSPITALIZED > 24 HOURS 5 ☐ FUTURE MAJOR MEDICAL/LOST TIME ANTICIPATED		
OTHER				
WITNESSES (NAME & PHONE #)				
DATE ADMINISTRATOR NOTIFIED	DATE PREPARED	PREPARER'S NAME & TITLE		PHONE NUMBER

WCC FORM 12A
REV. DATE 04/08SEE INSTRUCTIONS FOR IMPORTANT INFORMATION
Page 1 of 3

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South Carolina Workers' Compensation Commission
1612 Marion St.
P.O. BOX 1715
Columbia, SC 29202-1715
803-737-5722

EMPLOYER'S INSTRUCTIONS

DO NOT ENTER DATA IN SHADED FIELDS

DATES:

Enter all dates in MM/DD/YYYY format.

INDUSTRY CODE:

This is the code which represents the nature of the employer's business, which is contained in the Standard Industrial Classification Manual or the North American Industry Classification System, published by the Federal Office of Management and Budget.

CARRIER:

The licensed business entity issuing a contract of insurance and assuming financial responsibility on behalf of the employer of the claimant.

CLAIMS ADMINISTRATOR:

Enter the name of the carrier, third party administrator, state fund, or self-insured responsible for administering the claim.

AGENT NAME & CODE NUMBER:

Enter the name of your insurance agent and his/her code number if known. This information can be found on your insurance policy.

OCCUPATION/JOB TITLE:

This is the primary occupation of the claimant at the time of the accident or exposure.

EMPLOYMENT STATUS:

Indicate the employee's work status. The valid choices are:
Full-Time On Strike Unknown Volunteer
Part-Time Disabled Apprenticeship Full-Time Seasonal
Not Employed Retired Apprenticeship Part-Time Piece Worker

DATE DISABILITY BEGAN:

The first day on which the claimant originally lost time from work due to the occupation injury or disease or as otherwise designated by statute.

CONTACT NAME/PHONE NUMBER:

Enter the name of the individual at the employer's premises to be contacted for additional information.

TYPE OF INJURY/ILLNESS:

Briefly describe the nature of the injury or illness, (e.g. Lacerations to the forearm).

PART OF BODY AFFECTED:

Indicate the part of body affected by the injury/illness, (e.g. Right forearm, lower back).

DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(e.g. Maintenance Department or Client's office at 452 Monroe St., Washington, DC 26210)

If the accident or illness exposure did not occur on the employer's premises, enter address or location.
Be specific.



South Carolina Workers' Compensation Commission
1612 Marion St.
P.O. BOX 1715
Columbia, SC 29202-1715
803-737-5722

EMPLOYER'S INSTRUCTIONS -- cont'd

ALL EQUIPMENT, MATERIAL OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(e.g. Acetylene cutting torch, metal plate)

List all of the equipment, materials, and/or chemicals the employee was using, applying, handling or operating when the injury or illness occurred. Be specific, for example: decorator's scaffolding, electric sander, paintbrush, and paint.

Enter "NA" for not applicable if no equipment, materials, or chemicals were being used. NOTE: The items listed do not have to be directly involved in the employee's injury or illness.

SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

(e.g. Cutting metal plate for flooring)

Describe the specific activity the employee was engaged in when the accident or illness exposure occurred, such as sanding ceiling woodwork in preparation for painting.

WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED:

Describe the work process the employee was engaged in when the accident or illness exposure occurred, such as building maintenance. Enter "NA" for not applicable if employee was not engaged in a work process (e.g. walking along a hallway).

HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL:

(Worker stepped back to inspect work and slipped on some scrap metal. As worker fell, worker brushed against the hot metal.)

Describe how the injury or illness/abnormal health condition occurred. Include the sequence of events and name any objects or substance that directly injured the employee or made the employee ill. For example: Worker stepped to the edge of the scaffolding to inspect work, lost balance and fell six feet to the floor. The worker's right wrist was broken in the fall.

DATE RETURN(ED) TO WORK:

Enter the date following to most recent disability period on which the employee returned to work.

Berkley

ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995

Administered by Berkley Assigned Risk Services

P.O. Box 59143, Minneapolis, Minnesota 55459-0143

Toll Free (888) 548-7431 Fax (866) 215-8118

www.berkleyassignedrisk.com polycservices@berkleyrisk.com

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

Policy Number: WC-39-84-018495-00

Risk ID:

JOSE M ORTIZ MENDOZA

dba: ORTIZ CONSTRUCTION

2026 MONTGOMERY ST

NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766468

Policy Period: From: 1/11/2015

To: 1/11/2018

Date of Mailing: 2/10/2015

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 State 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	State	Rate	Premium
SC	1%	\$0.00			

All other terms and conditions of this policy remain unchanged.

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

Effective 1/1/2015
WC 00-04-21 D

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 charged 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	State	Rate	Premium
SC	2%	\$0.00			

Effective 1/1/2015
WC 00-04-22 B



National Council on
Compensation Insurance

901 Peninsula Corporate Circle
Doca Baton, FL 33487

April 15, 2015

DAN NELSON
RIVERPORT INSURANCE COMPANY
2510 E IRWIN ST
PO BOX 939
PIERRE SD, 57501-0939

Re: Employer: ORTIZ MENDOZA JOSE M
Policy Number: WC398401649500
Policy Term: 01/11/2015 - 01/11/2016
State: SC

Based on information provided to NCCI, the above-referenced employer has been identified as ineligible for assigned risk coverage under the Workers Compensation Insurance Plan for the reason(s) indicated below:

Employer identified as having an undisputed premium or other monetary obligation on a prior/current workers compensation policy.

We have notified the producer of record on this policy of the information reported to NCCI.

Please verify that the current policy is an assigned risk policy. If so, proceed to initiate cancellation in accordance with the cancellation provisions of the *Assigned Carrier Performance Standards* found on ncci.com, in the manuals library (if applicable) and applicable Plan rules and/or statutory or regulatory requirements regarding the policy. The reason for cancellation must be provided to the employer and appropriate notice must be provided to the producer of record and the employer.

For more information, please contact our Customer Service Center at 800-NCCI-123 (800-622-4123) and choose the Assigned Risk option on the automated menu. We are here to assist you Monday-Friday, 8 a.m.-8 p.m. ET.

Respectfully,

Residual Market
Plan Administration



Date Produced: 04/20/2015

BERKLEY RISK ADMIN., LLC:

The following is the delivery information for Certified Mail™ item number 7199 9991 7034 4164 6669. Our records indicate that this item was delivered on 04/18/2015 at 12:49 p.m. in NEWBERRY, SC 29108. The scanned image of the recipient information is provided below.

Signature of Recipient :

Jose R Ortiz
J. ORTIZ

Address of Recipient :

2026 Montgomery

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

97
Customer Reference Number: 1382567 11068988

Policy	WC-39-84-018495-00	Carrier	Berkley Risk - SC	Auditor	Wade Wyatt	Policy Period	01/22/15 to 04/30/15
Serial #		Insured	Jose M Ortiz Mendoza dba Ortiz Construction	Date	09/18/15	Audit Period	01/22/15 to 04/30/15
Policy Type: Workers Compensation	Insured Location: 2026 Montgomery St	Source of Data	Subcontractor				
Audit Type: Cancellation	Newberry, SC 29108	☐ Payroll Book	☐ Has Subcontractors				
Audit Source: Physical	Insured Phone: 803-924-4895	☐ Cash Book	Condition				
Legal Entity: Sole Proprietorship	Audit Location: 2026 Montgomery St	☐ Check Book	☐ Good				
Federal ID#: XX-XXXXXXX	Audit Phone: 803-924-4895	☐ Debt Ledger	☐ Fair				
Ins. Name 2:	Audit Contact:	☐ Rent Journal	☐ Poor				
Web Site:		Verification	Time Charges				
UNPRODUCTIVE		☐ S/S Returns	Tax				
		☐ U/C Returns	Direct				
		☐ Income Tax	Videotape				
		☐ Financial State					
DESCRIPTION OF OPERATIONS							
05/21/15 Left message for insured at 803-924-4895 requesting a return call to schedule an appointment. No response.							
06/01/15 Appointment letter sent for an appointment on 06/16/15 at 10:00AM.							
06/08/15 Left message for insured at 803-924-4895 requesting a return call to confirm the appointment. No response.							
08/15/15 Called insured at 803-924-4895 to confirm the appointment. Insured cancelled stating that they are unable to complete audit as scheduled and will have a transfer call auditor back. No response.							
08/18/15 Called agency at 336-605-2020 for assistance. Phone number is disconnected.							
08/18/15 Called agency at 336-547-2000 for assistance. No answer and no option to leave a message.							
08/19/15 Called agency at 336-547-2000 for assistance. Receiver of call stated that this number does not belong to the agency.							
08/19/15 Due to the above situation, we are forced to stop all handling of this assignment. We will gladly reopen the audit at your request.							

NEIS, Inc.

Page 1

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South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (888) 215-8118
www.berkleyassignedrisk.com policeservices@berkleyrisk.com

AUDIT CLOSEOUT NOTICE

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 4/30/2015

Date of Mailing: 6/24/2015

Dear Insured,

The final premium for your workers' compensation policy could not be determined because of your failure to return payroll report forms or to allow the completion of a physical payroll audit. Verification of the amount of gross payroll reported is required with the following as acceptable documentation: IRS Forms: 941, 940, 943, Unemployment quarterly reports, IRS form 1040, 1065 or 1120.

You are not in compliance with the audit terms and conditions outlined in part 5.G. of the Standard Workers' Compensation and Employers Liability Policy.

Failure to afford access to your operations for auditing purposes may result in the cancellation of your policy and you may be ineligible for future Workers' Compensation coverage through the Workers' Compensation Insurance Plan.

To comply with the audit requirements, you must allow an auditor access to your records or provide the requested payroll information. Depending on your operation, accounting and/or bookkeeping system, those records could include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. Please be advised you may be entitled to a refund of your premium or billed for additional premium upon completion of the final audit.

If you have any questions or concerns, please contact our office

Policy Services Department

All other terms and conditions of this policy remain unchanged.

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

Date: 6/24/2015

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan
Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 69143, Minneapolis, Minnesota 55469-0143
Toll Free (888) 548-7431 Fax (888) 215-8118
www.berkeleyassignedrisk.com policyservices@berkeleyrisk.com

NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY

1. The Insured:

WCIP

Date: 2/19/2015

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016

Date of Mailing: 2/19/2015

The above policy is cancelled effective 3/26/2015 12:01 a.m. standard time
at the Insured's mailing address.

Reason for cancellation: Non-Compliance Underwriting Requirements

Failure to complete and return the Underwriting Evaluation letter.

Please complete and return the attached Underwriting Evaluation letter along with the proper
documentation. To avoid cancellation, please send the requested information prior to the
cancel date of 03/26/2015.

cmn 91 7199 9991 7034 4160 5932

Cancel type: Pro Rata

Agency Name and Address
BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 89 06 09 C
BA 3420 (10/97)



UNITED STATES
POSTAL SERVICE

Date Produced: 03/02/2015

BERKLEY RISK ADMIN., LLC:

The following is the delivery information for Certified Mail™ item number 7199 9991 7034 4160 5932. Our records indicate that this item was delivered on 02/28/2015 at 09:19 a.m. in NEWBERRY, SC 29108. The scanned image of the recipient information is provided below.

Signature of Recipient :

Jose M Ortiz

Address of Recipient :

2026 Montgomery St

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

101
Customer Reference Number: 1382567 11068988

03/12/2015 11:18 8033215909

82446LESLIESHAIRSALO

PAGE 01

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company - NCCI Carrier Code 27895
Administered by Berkley Assigned Risk Services
P.O. Box 69143, Minneapolis, Minnesota 55469-0143
Toll Free (888) 848-7431 Fax (888) 218-8118
www.berkleyassignedrisk.com policyservices@berkleyrisk.com

The Insured:
JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2029 MONTGOMERY ST
NEWBERRY, SC 29108-4616

WCIP

Policy Number: WC-39-84-016495-00

Risk ID:

Tax ID#: F 58-9700458

Policy Period: From: 1/11/2016
To: 1/11/2016

Date of Mailing: 1/10/2016

Underwriting Evaluation Letter

Dear Insured,

Please answer the following questions, and provide all documentation requested below, so that we may complete our underwriting review of your file. You must provide all requested information in order to maintain compliance with the terms and conditions of your Workers' Compensation Insurance Plan (WCIP) policy.

PLEASE RETURN BY 01/25/2015 TO AVOID NONCOMPLIANCE WITH THE TERMS AND CONDITIONS OF YOUR POLICY.

1. If you have no employees, do you intend to hire employees within this policy term? Please provide details on hiring expectations for the remainder of this policy term.

No

2. The governing class code on your policy indicates your business is in the construction industry. The attached Contracting Supplement must be completed, showing all subcontractors you have hired and/or intend to hire during this policy term, and returned with supporting documentation. Retain a copy of the Contracting Supplement, so that you may update our office if changes occur throughout the term.

To avoid significant increases in premium when your audit is completed, you must notify us if any of your above answers change during your policy term.

If you have any additional questions, please call our office at (888) 848-7431.

Any certificates of Workers' Compensation Insurance issued by your agency for this policy must either be issued through our website at www.berkleyassignedrisk.com, or copies must be sent to our office.

It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits. By signing here, I acknowledge that the information I have provided is accurate.

Signed:

Jose M Ortiz

Date: 3-14-15

03/12/2015 11:18 8033215909

B2446LESLIESHAIRBALD

PAGE 02

JOSE M ORTIZ MENDOZA

Contracting Supplement

01/11/2015 - 01/11/2016

WC-39-04-016495-00

Return this completed form within 15 days

Subcontractor, Casual and/or Day Labor - Please provide the requested information for each subcontractor, casual or day laborer hired. If you do not use subcontractors, note this in the below section, and send us last year's annual tax documents to confirm this.

Insured Subcontractors					
Name	Policy Number	Type of Work	Does laborer hire help/employees?	(L)abor, (M)aterials or (B)oth	Gross Payments
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	

(Attach additional pages as needed)

* If Laborer hires help, then records will need to be included with this form.

Uninsured Subcontractors				
Name	Type of Work	Does laborer hire help/employees?	(L)abor, (M)aterials or (B)oth	Gross Payments
Rigoberto Ortiz AA.	Construction	Y* (N)	(N) M B	\$10 per hour.
José Pedro Jurez A.	Construction	Y* (N)	(N) M B	\$10 per hour.
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	

(Attach additional pages as needed)

* If Laborer hires help, then records will need to be included with this form.

Required Documentation:

- Worker's Compensation certificates from each insured subcontractor, naming you as certificate holder and covering the dates worked/paid.
- If payments are made for materials, copies of invoices showing materials charges must be provided at your final audit. Without this documentation, payments made to subcontractors and/or for materials will be included when calculating your premium. If material costs are included in your estimates above, provide a breakdown between labor and materials.

Berkley
ASSIGNED RISK SERVICES

South Carolina Workers' Compensation Insurance Plan
Riverport Insurance Company NCCI Center Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkleyassignedrisk.com policy@berkleyrisk.com

NOTICE OF REINSTATEMENT OF WORKERS' COMPENSATION POLICY

1. The Insured:

WCIP

Policy Number: WC-39-84-016495-00
Risk ID:

JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION

Tax ID#: F 58-9766456

2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Policy Period: From: 1/11/2015
To: 1/11/2016

Date of Mailing: 3/19/2015

The above policy is reinstated as of 12:01 a.m on 03/26/2015

Agency Name and Address

BB&T Ins Services Inc
3318 W Friendly Ave 400
Greensboro, NC 27410

WC 89 06 09 C
BA 3480 (10/97)

From: "Conigliaro-Mosher, Melissa" <MConigliaro-Mosher@bbandt.com>
Sent: Wed, 5 Aug 2015 19:05:41 +0000
To: "policyservices@berkleyrisk.com" <policyservices@berkleyrisk.com>
Cc: "Nurinda, Humberto A" <HNurinda@BBandT.com>; "Conigliaro-Mosher, Melissa" <MConigliaro-Mosher@bbandt.com>
Subject: WC398401649500 Jose M Ortiz Mendoza dba Ortiz Construction
04oritzcon2

Please email the loss runs for the above Insureds policy eff 01/11/5-04/03/15. Please email to HNurinda@BBandT.com and mconigliaro-mosher@bbandt.com.

Thank you

Melissa Conigliaro-Mosher
Commercial Account Manager II

BB&T Insurance Services
414 Gallimore Dairy Rd, Suite F
Greensboro, NC 27409-9725
888-743-2217 (Toll Free)
888-827-9861 (Fax)
mconigliaro-mosher@bbandt.com
534-01-01-15 (Mail Code)

YOU CAN NEITHER BIND OR PLACE COVERAGE VIA ELECTRONIC MAIL



South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995

Administered by Berkley Assigned Risk Services

P.O. Box 59143, Minneapolis, Minnesota 55459-0143

Toll Free (888) 548-7431 Fax (866) 215-8118

www.berkeleyassignedrisk.com policeservices@berkeleyrisk.com

The Insured:

JOSE M ORTIZ MENDOZA

dba: ORTIZ CONSTRUCTION

2026 MONTGOMERY ST

NEWBERRY, SC 29108-4516

WCIP

Policy Number: WC-39-84-016495-00

Risk ID:

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015

To: 1/11/2016

Date of Mailing: 1/31/2015

Second Notice Underwriting Evaluation Letter

Dear Insured,

Please answer the following questions, and provide all documentation requested below, so that we may complete our underwriting review of your file. You must provide all requested information in order to maintain compliance with the terms and conditions of your Workers' Compensation Insurance Plan (WCIP) policy.

PLEASE RETURN IMMEDIATELY TO AVOID NONCOMPLIANCE WITH THE TERMS AND CONDITIONS OF YOUR POLICY.

1. If you have no employees, do you intend to hire employees within this policy term? Please provide details on hiring expectations for the remainder of this policy term.
2. The governing class code on your policy indicates your business is in the construction industry. The attached Contracting Supplement must be completed, showing all subcontractors you have hired and/or intend to hire during this policy term, and returned with supporting documentation. Retain a copy of the Contracting Supplement, so that you may update our office if changes occur throughout the term.

To avoid significant increases in premium when your audit is completed, you must notify us if any of your above answers change during your policy term.

If you have any additional questions, please call our office at (888) 548-7431.

Any certificates of Workers' Compensation insurance issued by your agency for this policy must either be issued through our website at www.berkeleyassignedrisk.com, or copies must be sent to our office.

It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits. By signing here, I acknowledge that the information I have provided is accurate.

Signed: _____ 106 _____ Date: _____

WC-39-84-016495-00

Second Notice**Return this completed form within 15 days**

Subcontractor, Casual and/or Day Labor - Please provide the requested information for each subcontractor, casual or day laborer hired. If you do not use subcontractors, note this in the below section, and send us last year's annual tax documents to confirm this.

Insured Subcontractors					
Name	Policy Number	Type of Work	Does laborer hire help/employees?	(L)abor, (M)aterials or (B)oth	Gross Payments
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	

(Attach additional pages as needed)

* If Laborer hires help, then records will need to be Included with this form.

Uninsured Subcontractors				
Name	Type of Work	Does laborer hire help/employees?	(L)abor, (M)aterials or (B)oth	Gross Payments
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	

(Attach additional pages as needed)

* If Laborer hires help, then records will need to be included with this form.

Required Documentation:

- Worker's Compensation certificates from each Insured subcontractor, naming you as certificate holder and covering the dates worked/paid.
- If payments are made for materials, copies of invoices showing materials charges must be provided at your final audit. Without this documentation, payments made to subcontractors and/or for materials will be included when calculating your premium. If material costs are included in your estimates above, provide a breakdown between labor and materials.

Second Notice



South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995
Administered by Berkley Assigned Risk Services
P.O. Box 59143, Minneapolis, Minnesota 55459-0143
Toll Free (888) 548-7431 Fax (866) 215-8118
www.berkeleyassignedrisk.com polycyservices@berkeleyrisk.com

1. The Insured:

WCIP

Policy Number: **WC-39-84-016495-00**

JOSE M ORTIZ MENDOZA
dba: **ORTIZ CONSTRUCTION**
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

Tax ID#: **F 58-9766456**

Policy Period: From: **1/11/2015**
To: **4/30/2015**

This report was created using production data current as of 08/05/2015 and reflects total claims costs as of 08/05/2015. Variances between the values shown on this report and earlier reports may be due to such factors as reassignment of claims, changes in dates of loss, voided payments, etc.

Berkley

ASSIGNED RISK SERVICES

Workers' Compensation Claims Report

Source: CWS

Insured: JOSE M ORTIZ MENDOZA

Policy Year: 01/11/2015 to 01/11/2016		Policy ID: WC-39-84-016495		Class Code	Date of Loss	Paid To Date				Claim Status	Administrator		
Claim #	Claimant	Injury Description				Medical	Indemnity	Expense	Reserve			Total Cost	
No Claim						N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	/	Not Specified
		Claims	Medical only	Indemnity	Closed W/No Pay	Days Lost	Medical	Indemnity	Expense	Reserve	Total Cost		
Totals for this policy year:		0	0	0	0	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Distribution of Reserves:							\$0.00	\$0.00	\$0.00	\$0.00			
Recoveries and Estimated recoveries:							(\$0.00)	(\$0.00)	\$0.00	\$0.00	(\$0.00)		



South Carolina Workers' Compensation Insurance Plan

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The Insured:
JOSE M ORTIZ MENDOZA
dba: ORTIZ CONSTRUCTION
2026 MONTGOMERY ST
NEWBERRY, SC 29108-4516

WCIP

Policy Number: WC-39-84-016495-00

Risk ID:

Tax ID#: F 58-9766456

Policy Period: From: 1/11/2015
To: 1/11/2016

Date of Mailing: 1/10/2015

Underwriting Evaluation Letter

Dear Insured,

Please answer the following questions, and provide all documentation requested below, so that we may complete our underwriting review of your file. You must provide all requested information in order to maintain compliance with the terms and conditions of your Workers' Compensation Insurance Plan (WCIP) policy.

PLEASE RETURN BY 01/25/2015 TO AVOID NONCOMPLIANCE WITH THE TERMS AND CONDITIONS OF YOUR POLICY.

1. If you have no employees, do you intend to hire employees within this policy term? Please provide details on hiring expectations for the remainder of this policy term.
2. The governing class code on your policy indicates your business is in the construction industry. The attached Contracting Supplement must be completed, showing all subcontractors you have hired and/or intend to hire during this policy term, and returned with supporting documentation. Retain a copy of the Contracting Supplement, so that you may update our office if changes occur throughout the term.

To avoid significant increases in premium when your audit is completed, you must notify us if any of your above answers change during your policy term.

If you have any additional questions, please call our office at (888) 548-7431.

Any certificates of Workers' Compensation insurance issued by your agency for this policy must either be issued through our website at www.berkleyassignedrisk.com, or copies must be sent to our office.

It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits. By signing here, I acknowledge that the information I have provided is accurate.

Signed: _____ 110 _____ Date: _____

WC-39-84-016495-00

Return this completed form within 15 days

Subcontractor, Casual and/or Day Labor - Please provide the requested information for each subcontractor, casual or day laborer hired. If you do not use subcontractors, note this in the below section, and send us last year's annual tax documents to confirm this.

Insured Subcontractors					
Name	Policy Number	Type of Work	Does laborer hire help/employees?	(L)abor, (M)aterials or (B)oth	Gross Payments
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	
			Y* N	L M B	

(Attach additional pages as needed)

* If Laborer hires help, then records will need to be included with this form.

Uninsured Subcontractors				
Name	Type of Work	Does laborer hire help/employees?	(L)abor, (M)aterials or (B)oth	Gross Payments
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	
		Y* N	L M B	

(Attach additional pages as needed)

* If Laborer hires help, then records will need to be included with this form.

Required Documentation:

- Worker's Compensation certificates from each insured subcontractor, naming you as certificate holder and covering the dates worked/paid.
- If payments are made for materials, copies of invoices showing materials charges must be provided at your final audit. Without this documentation, payments made to subcontractors and/or for materials will be included when calculating your premium. If material costs are included in your estimates above, provide a breakdown between labor and materials.



South Carolina Workers' Compensation Insurance Plan

Riverport Insurance Company NCCI Carrier Code 27995

Administered by Berkley Assigned Risk Services

P.O. Box 59143, Minneapolis, Minnesota 55459-0143

Toll Free (888) 548-7431 Fax (866) 215-8118

www.berkleyassignedrisk.com polyservices@berkleyrisk.com

1. The Insured:

JOSE M ORTIZ MENDOZA

dba: ORTIZ CONSTRUCTION

2026 MONTGOMERY ST

NEWBERRY, SC 29108-4516

Policy Number: WC-39-84-016495-00

Policy Effective Date: 1/11/2015

Date of Mailing: 1/10/2015

Dear Policyholder:

Welcome to the Workers' Compensation Insurance Plan (WCIP).

Your policy number is WC-39-84-016495-00; it is issued by Riverport Insurance Co. and serviced by Berkley Assigned Risk Services.

This letter and the binder from NCCI is your proof of coverage until your policy is issued or cancelled.

24/7 Access – www.BerkleyAssignedRisk.com

Our secure web service provides you on-demand access to your policy information, including:

- Policy Documents
- Certificates of Insurance
- Loss History
- Loss Prevention Services
- Audit Information
- Forms and Posters
- Report Injuries
- Find a Doctor or Pharmacy
- Safety Information

You also have access to our secure *E-Bill Express* service to make on-line ACH payments and links to additional state-specific information to further answer all your questions regarding your workers' compensation coverage.

Report all NEW workers' compensation injuries on-line at www.BerkleyAssignedRisk.com. You may also report injuries by calling 1-800-272-8520 or submit via fax at 1-336-605-1260.

All injuries should be reported to us on the same day they occur. This is very important if the injury causes loss of time because state laws require payment of lost time benefits within a specified number of days. Please read the instructions for completing the First Report of Injury.

Please contact us at any time if you have questions about your policy.

Thank you.

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

Armando Fuentes, Employee,

Claimant,

v.

Mays Contracting Company, LLC and
Builders' Mutual Insurance Company,

Defendants/Appellants

and

Jose M. Ortiz Mendoza d/b/a Ortiz
Construction and Riverport Insurance
Company,

Defendants/Respondents.

W.C.C. FILE NO.: 1508997

**BRIEF OF RESPONDENT
RIVERPORT INSURANCE COMPANY**

INTRODUCTION

Appellant Builders' Mutual Insurance Company ("Builders' Mutual") appeals from the Decision and Order of the Hearing Commissioner filed June 1, 2016. The Hearing Commissioner held that Respondent Riverport Insurance Company, the former carrier for Jose M. Ortiz Mendoza d/b/a Ortiz Construction (Claimant's direct employer at the time of the accident) properly terminated coverage prior to Claimant's accident and that therefor Appellant, carrier for the upstream statutory employer, is the carrier with coverage for the loss. Because the findings of fact and conclusions of law made by the Hearing Commissioner with respect to the coverage for Claimant's injury are supported by reliable, probative and substantial evidence in the record, the Decision and Order must be affirmed.

FACTUAL BACKGROUND

On June 30, 2015, Claimant was working on a roof in Newberry, South Carolina, when he slipped and fell approximately 20 meters to the ground. Claimant testified that he was working for Defendant Jose M. Ortiz Mendoza DBA Ortiz Construction ("Ortiz Construction") when he fell.¹

Riverport Insurance Company ("Riverport") initially provided workers' compensation insurance coverage to Ortiz Construction with an effective policy period from 1-11-15 to 1-11-16 (Respondent's APA #3, p. 75). On April 15, 2015, Riverport received notice from the National Council on Compensation Insurance ("NCCI") that Ortiz Construction had been identified as being ineligible for assigned risk coverage under the workers' compensation plan for the reason that Ortiz Construction had an undisputed premium or other monetary obligation on a prior/current workers' compensation policy (Respondent's APA#3, p. 96). NCCI therefore instructed Riverport to initiate cancellation of the assigned risk policy (Respondent's APA #3, p. 96). Pursuant to notice and instructions from NCCI, Riverport on April 15, 2015 issued and sent to Ortiz Construction NOTICE OF CANCELLATION OF WORKERS' COMPENSATION POLICY with the effective cancellation date of April 30, 2015, due to Ortiz Construction being identified as having undisputed premium or other monetary obligation on a prior worker' compensation policy (Respondent's APA #1, p. 1).

¹ Although not relevant to the coverage issues before the Commission, Claimant injured his right ribs and right foot. Claimant testified that he was instructed by Defendant Jose Manuel Ortiz to tell the doctors at the hospital that he was injured while walking. Claimant said he followed those instructions because he feared being deported.

ARGUMENT

I. **RIVERPORT PROPERLY CANCELLED ORTIZ CONSTRUCTION'S WORKERS COMPENSATION POLICY AFTER NOTICE FROM NCCI THAT ORTIZ CONSTRUCTION WAS NOT ELIGIBLE FOR ASSIGNED RISK COVERAGE UNDER THE APPLICABLE WORKERS COMPENSATION INSURANCE PLAN RULES.**

Riverport cancelled its policy with Ortiz Construction after receiving notice from the National Council on Compensation Insurance ("NCCI") that Ortiz Construction had been identified as being ineligible for assigned risk coverage under the workers' compensation plan. Riverport's cancellation was proper and in accordance with the Assigned Risk Plan and South Carolina law.

South Carolina's Assigned Risk Plan "has the force of law" insofar as it has been approved by the Director of the South Carolina Department of Insurance. *Avant v. Willowglen Acad.*, 367 S.C. 315, 318-19, 626 S.E.2D 797, 799 (2006). "The Assigned Risk Plan specifies five circumstances allowing the carrier to cancel an insurance policy: (1) the employer is not in good faith entitled to workers compensation coverage, (2) the employer has failed to comply with reasonable health, safety, or audit and loss prevention requirements, (3) the employer has violated one or more of the terms under which the insurance was issued, (4) the employer refuses to allow the assigned carrier reasonable access to its facilities or its files and records for audit or inspection, and (5) the employer refuses to disclose to the assigned carrier the full nature and scope of the assigned carrier's exposure. *Crews vs. W.R. Crews, Inc.*, 390 S.C. 15, 23, 699 S.E.2d 189, 194 (Ct. App. 2010). In the present case, the applicable circumstance is number one (1) above—Ortiz Construction was not in good faith entitled to workers' compensation coverage.

NCCI instructed Riverport to initiate cancellation of the assigned risk policy because Ortiz Construction had been identified as having an undisputed premium or other monetary obligation

on a prior workers' compensation policy (Respondent's APA #3, p. 96). NCCI's mandate to Riverport was the result of an audit conducted by Companion Property Casualty Group ("Companion"), Ortiz Construction's prior assigned risk carrier, which found that Ortiz Construction owed Companion \$6,531.00 in unpaid workers' compensation premiums. Notice of the audit findings was issued to Ortiz Construction on February 24, 2015. (Appellant's APA p. 88). Pursuant to notice and instruction from NCCI, Riverport sent notice to Ortiz Construction cancelling its policy effective April 30, 2015, because of Ortiz Construction's undisputed workers'

compensation insurance premium obligation or other monetary obligation on a prior workers' compensation insurance policy. (Respondent's APA #1, p. 1). Ortiz Construction cannot be "in good faith entitled to workers' compensation coverage" if he owes \$6,531.00 in unpaid workers' compensation premiums to his prior assigned risk carrier. Such a holding would be inconsistent with the plain Assigned Risk Plan language referenced by the court in *Crews*. Riverport's cancellation was appropriate and in compliance with the Assigned Risk Plan and with South Carolina law.

II. **ALTHOUGH CREWS DOES NOT REQUIRE RIVERPORT TO PROVIDE ORTIZ CONSTRUCTION AN OPPORTUNITY TO CURE, RIVERPORT NONETHELESS PROVIDED AN OPPORTUNITY TO CURE IN ITS' NOTICE OF CANCELLATION.**

Builders Mutual argues that *Crews*, *supra*, requires Riverport to provide Ortiz Construction's failure to comply with the terms of a policy issued by a prior carrier. Such an obligation would make sense if both of Ortiz construction's policies were issued by the same carrier, as was the case in *Crews*. *Crews* held that the carrier (Liberty Mutual) could not cancel either policy without giving its insured a reasonable opportunity to cure. In the present case we are dealing with two different carriers—Companion and Riverport. Ortiz Construction failed to pay Companion the premiums due under the policy. Riverport simply does not have the legal

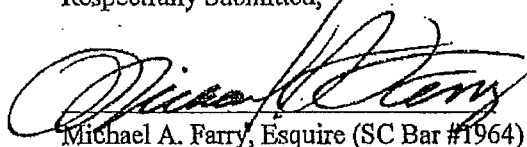
standing or ability to give Ortiz Construction an opportunity to cure this or any other failures in connection with the old Companion policy. For this reason, *Crews'* is distinguished from, and clearly not applicable to, the present claim involving two different carriers.

Crews' distinction notwithstanding, Riverport's April 15, 2015, notice to Ortiz Construction cancelling its policy directed Ortiz Construction to "[p]lease contact NCCI ... to resolve this matter." (Respondent's APA #1, p. 1)(emphasis added). Ortiz was given a clear and unambiguous opportunity to cure, an opportunity he either ignored or consciously chose not to pursue. Contrary to Mt. Ortiz's self-serving deposition testimony, no such payment was ever made. Had he paid the past-due premiums to Companion, NCCI would have notified Riverport of the payment and Ortiz Construction's policy would have been reinstated.

CONCLUSION

The Hearing Commissioner correctly found that Riverport properly cancelled its workers' compensation insurance policy insuring Ortiz Construction, effective April 30, 2015. Because the findings of fact and conclusions of law made by the Hearing Commissioner with respect to coverage in this matter are supported by reliable, probative and substantial evidence in the record, the Order must be affirmed.

Respectfully Submitted,



Michael A. Farry, Esquire (SC Bar #1964)

HORTON, DRAWDY, WARD, MULLINAX &
FARRY, P.A.

307 Pettigru St.

Greenville, SC 29601

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mfarry@hortonlawfirm.net

Attorney for Defendants/Appellants

Greenville, SC
September 14, 2016

Basic Manual—2001 Edition**Part One—Rules****(Exceptions: [AZ](#))****Rule 4—Workers Compensation Insurance Plan Rules****(Exceptions: [CO](#), [FL](#), [HI](#), [KY](#), [LA](#), [ME](#), [MD](#), [MO](#), [MT](#), [NE](#), [OK](#), [RI](#), [UT](#))***Applicable To Assigned Risk Policies Only*

Effective 01 Jan 2013 12:00:01[View Previous Updates ▼](#)**A. Workers Compensation Insurance Plan (WCIP)****(Additional Rules: [AK](#), [AR](#)) (Exceptions: [IN](#), [MS](#), [NM](#), [OR](#))****1. Preface to the Workers Compensation Insurance Plan****(Exceptions: [AK](#), [AR](#), [AZ](#), [GA](#), [KS](#))**

Pursuant to the Insurance Code or Regulation, there is hereby established a Workers Compensation Insurance Plan ("Plan" or "WCIP"), which provides for the equitable apportionment of employers who are in good faith entitled to workers compensation insurance as defined herein, but who are unable to procure such insurance in a regular manner. This Plan and any future modification thereof is subject to the approval of the appropriate insurance regulatory authority and pursuant to any state law, regulation, and/or rule.

2. WCIP Definitions**(Additional Rules: [AK](#), [AR](#), [AZ](#), [KS](#), [VA](#)) (Exceptions: [AK](#), [AZ](#))**

The definitions in Rule 4-A—Workers Compensation Insurance Plan (WCIP) apply to all national and state-specific rules and programs under Rule 4—Workers Compensation Insurance Plan Rules unless specified otherwise in a rule or program.

a. Affiliated Insurer

An insurer that directly, or indirectly through one (1) or more intermediaries, controls, or is controlled by, or is under common control with, another insurer specified. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an insurer, whether through the ownership of voting securities, by contract, or otherwise. Control will be deemed to exist if any person or business enterprise, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies, representing ten (10) percent or more of the voting securities of any other insurer.

b. Application**(Exceptions: [VA](#))**

Form(s) approved for use in the residual market by the Plan Administrator for the purpose of securing workers compensation insurance under the Plan, which contains the required information as described in NCCI's *Assigned Risk Supplement to the Basic Manual for Workers Compensation and*

Employers Liability Insurance. The forms currently used in the residual market are the ACORD® 130 and 133 applications.

c. Application Submission Methods

The methods approved by the Plan Administrator, in which good faith eligible employers may submit completed and signed current editions of the ACORD® 130 and 133 applications that have been approved for use by the Plan Administrator, for coverage through the WCIP are as follows:

- Online—Through **ncci.com** and NCCI's **RMAPS® Online Application Service**
- Mail—The US Postal Service or private overnight delivery service
- Telephone—By contacting the Plan Administrator

For the rules regarding the treatment of incomplete applications or outdated editions of the applications received by the Plan Administrator, refer to Rule 4-A-3-e.

d. Association Bylaws

(Exceptions: VA)

The Bylaws of the National Workers Compensation Reinsurance Association NFP (NWCRA), whose member Insurers participate in the Reinsurance Agreement(s) authorized under this Plan to provide reinsurance to the servicing carriers on employers assigned to them under this Plan. The Bylaws are the agreement subscribed to by Insurers selecting Option 2—Subscription to Association Bylaws as their means of satisfying their participation in the Plan. The Bylaws are attached hereto and by this reference are incorporated into and made a part of this Plan.

e. Assigned Carrier

(Exceptions: AZ, VA)

An Insurer assigned to provide coverage to an employer who has applied for and is good faith eligible for workers compensation insurance under the Plan. An assigned carrier can either be defined as one of the following:

- **Servicing Carrier**—An Insurer authorized by the regulatory authority to receive Plan assignments and provide coverage to eligible employers on behalf of those participating companies subscribing to the Association Bylaws incorporated as part of this Plan, or
- **Direct Assignment Carrier**—An Insurer that has elected and has been authorized by the regulatory authority to receive assignments under Option 1 of Rule 4-A-5 of this Plan, directly from the Plan Administrator without reinsurance through the Reinsurance Agreement(s). Insurers selecting the direct assignment option will be solely responsible for the financial results of the assignments they receive.

Assigned carrier references throughout the Plan mean direct assignment carriers and servicing carriers. If a carrier is specifically referenced as either direct assignment carrier or servicing carrier, the language is exclusive of that carrier's status.

f. Assigned Carrier Performance Standards

(Exceptions: VA)

The minimum level of performance for assigned carriers writing coverage on behalf of the WCIP. The purpose of the **Assigned Carrier Performance Standards** is to provide policy issuance and service level requirements that assigned carriers must adhere to in order to provide residual market policyholders with uniform service while reducing the overall loss ratio for the reinsurance mechanism.

g. Bona Fide Premium Dispute

(Exceptions: AK)

A bona fide premium dispute for a workers compensation insurance premium obligation exists when the employer or its representative has provided:

- (1) Written notice to the Plan Administrator that includes:
 - All documentation relevant to the dispute, including written notice to the insurer or the assigned carrier detailing the specific areas of dispute
 - Description of the attempts to reconcile the differences with the insurer
 - A specific request for a review of all documentation, appropriate action to resolve the areas of dispute, and if necessary, a hearing before the appropriate administrative or regulatory body having jurisdiction over assigned risk related appeals
- (2) An estimate of the premium the employer believes to be correct, with an explanation of the premium calculation
- (3) Verification of payment of the undisputed portion of the premium provided to the assigned carrier or insurer, and the Plan Administrator

Note: If the premium in dispute is in litigation, documentation (i.e., legal complaint, order and/or any legal notice providing the status of the case) must be provided to the Plan Administrator.

The Plan Administrator will notify the assigned carrier when a bona fide premium dispute is confirmed. Upon notification, the assigned carrier will act according to the Plan Administrator's direction pending the resolution of the dispute, which may include:

- Suspension of collection activity
- Suspension of cancellation if a dispute exists prior to the effective date of cancellation
- Reinstatement of a policy after the effective date of cancellation in accordance with the reinstatement provisions for cancelled policies in Rule 4-A-4-a(4)
- Verification of receipt of payment of the undisputed portion of the premium

h. Common Managing (or Management) Interest

Where referred to a policyholder or applicant within a state's WCIP, "common managing (or management) interest" exists when one or more individuals are or were owners or officers of, or perform management functions for, two or more entities, or for a succession of entities.

i. Employer

(Exceptions: VA)

Any business organization or enterprise that is required by state law, regulation and/or rule to maintain workers compensation insurance in this state or state(s). The term includes any business organization or enterprise that are or were affiliated at any time as a result of common management or common ownership.

j. Governing State

The state that generates the largest amount of payroll.

k. Insured

The assigned risk employer designated in the Information Page of the policy or policies to which this Plan is applied and issued by an assigned carrier.

I. National Council on Compensation Insurance, Inc. or NCCI

(Exceptions: VA)

The rating/advisory organization and/or statistical agent licensed in this state to make and file rates, loss costs, rating values, classifications, and rating plans for workers compensation insurance.

m. National Workers Compensation Reinsurance Association NFP (NWCRA or Association)

A not-for-profit corporation whose members provide for contractual quota share reinsurance through Reinsurance Agreement(s) among themselves as workers compensation insurers, which affords such insurers an option for complying with state workers compensation insurance plan requirements by sharing in the experience arising of certain policies written pursuant to such insurance plans.

n. Net Premiums Written

The gross direct premiums charged less all premiums (except dividends and savings refunded under participating policies) returned to insureds for all workers compensation and occupational disease insurance, exclusive of premiums for:

- (1) Employers subject to this Plan
- (2) Employers written under the National Defense Projects Rating Plan, and
- (3) Under excess policies

o. Payment Methods—Initial or Deposit Premium

The payment methods currently approved by the Plan Administrator for the required initial or deposit premium on application submissions are:

- Electronic Funds Transfer (EFT)
- Credit Card
- Check

The employer or its representative may submit the required initial or deposit premium using these payment methods based on the availability of these methods.

Note: If an application is submitted via overnight delivery service or U.S. mail, a check for the required estimated annual or initial deposit premium must accompany the application to establish the effective date in accordance with Rule 4-A-3-d.

For more information regarding deposit premium, refer to Rule 4-I.

p. Plan Administrator

(Exceptions: AR, KS)

The organization designated to administer the affairs of this Plan as approved by the regulatory authority in a state.

q. Producer

(Exceptions: AK, AZ)

A licensed insurance agent, broker, producer, or insurance representative, as defined in the state insurance law, regulation, and/or rule, whose privileges under this Plan have not been suspended or revoked, designated by the employer or applicant applying under this Plan to secure and maintain workers compensation and employers liability insurance on behalf of the employer. For purposes of this

Plan, the producer is considered to be acting on behalf of the insured or employer applying for coverage under this Plan and not as an agent of the Plan Administrator or of any assigned carrier for Plan business.

r. Reasonable Offer of Voluntary Coverage

(Exceptions: IA, VA)

Any offer for voluntary coverage where the total estimated annual premium is less than or equal to the assigned risk total estimated annual premium including any applicable assigned risk surcharges and/or pricing programs for all comparable coverages.

Subject to the Plan Administrator's discretion and without limitation, the following are not considered a reasonable offer of voluntary coverage:

- Offer does not provide all of the required coverage (i.e., carrier cannot provide federal coverage or limits of liability)
- A deductible or deposit that is a financial burden to the employer as determined by the producer and/or employer
- Carrier's A.M. Best financial rating status is below that required by the producer and/or employer

s. Reasonable Rating Plan

Any rating program approved for use in a state by the regulatory authority.

t. Regulatory Authority

The commissioner, director, or superintendent of the state's Department of Insurance or their properly appointed designee.

Regulatory authority references throughout the Plan mean the commissioner, director, or superintendent or their properly appointed designee.

u. Residual Market

State Insurance plans that provide employers unable to secure coverage in the voluntary market with a means for insuring their operations through a designated insurance carrier. The residual market is also known as "involuntary market," "assigned risk market," or "market of last resort."

v. State

Any state of the United States of America, and the District of Columbia.

w. Undisputed Premium

A workers compensation insurance premium obligation that is not a bona fide premium dispute as defined in Rule 4-A-2-g.

x. Workers Compensation Insurance

- (1) Insurance for liability under statutory workers compensation and occupational disease liability insurance including insurance for liability under the Longshore and Harbor Workers' Compensation Act, as amended, and the Federal Mine Safety and Health Act, as amended
- (2) Employers Liability Insurance written in connection with a workers compensation insurance policy
- (3) Such other coverages as determined by the Plan Administrator and approved by the regulatory authority

y. Workers Compensation Insurance Plan (WCIP or Plan)

(Exceptions: AR)

A program established by state insurance regulatory authorities whereby eligible employers unable to secure coverage in the voluntary market may secure workers compensation insurance.

z. Board of Directors

The Board of Directors for the National Workers Compensation Reinsurance Association NFP.

aa. Reinsurance Agreement

A contractual arrangement among Association members providing a quota share reinsurance facility for workers compensation insurance in a number of states and for which administrative services are provided by the National Council on Compensation Insurance, Inc. in its capacity as Administrator as designated under the Association Bylaws.

3. Eligibility and Assignment

a. Purpose

(Additional Rules: KS)

(Exceptions: AK)

The following rules will govern the insuring of employers who are *in good faith entitled to workers compensation insurance* as defined herein, but who are unable to procure such insurance in a regular manner.

For purposes of this Plan, the offer of any reasonable rating plan approved by the regulatory authority is deemed an offer of insurance in a regular manner. Any dispute arising from the application or interpretation of this Plan is subject to the dispute resolution procedure provided in Rule 4-A-10.

b. Good Faith Rules of Eligibility

(Additional Rules: NH)

(Exceptions: GA, IA, VA)

Good faith will be presumed in the absence of clear and convincing evidence to the contrary. An employer is not in good faith entitled to insurance if any of the following circumstances exist at the time of application or thereafter, or other evidence exists that such employer is not in good faith entitled to insurance:

- (1) A self-insured employer knows or is aware of pending bankruptcy proceedings, insolvency, cessation of operations, or conditions that would probably result in occupational disease or cumulative injury claims from exposure incurred while the employer was self-insured.
- (2) On a current or previous workers compensation policy, the employer:
 - Knowingly refuses to meet reasonable health, safety, premium audit, or loss prevention requirements
 - Does not allow any insurer or assigned carrier reasonable access to its records for audit or inspection under the policy
 - Does not comply with any other policy obligations

The employer will remain ineligible for coverage through the WCIP until such time the employer has complied with the policy provisions and is deemed by the Plan Administrator to be in good faith entitled to insurance.

- (3) The employer has any outstanding workers compensation Insurance premium obligation or other monetary policy obligation, (e.g., deductible program) on a current workers compensation Insurance policy or on any previous or other workers compensation Insurance policy, that is not subject to a bona fide premium dispute as defined in Rule 4-A-2-g. The employer will remain ineligible for coverage through the WCIP until such time the employer has satisfied the outstanding workers compensation Insurance premium obligation or other monetary policy obligation and is deemed by the Plan Administrator to be in good faith entitled to insurance.
- (4) The employer, its representative, or the producer knowingly fails to comply with Plan procedures, or knowingly makes a material misrepresentation on the application by express statement, omission or otherwise, including, but not limited to, the following:
- Estimated payroll
 - Offers of workers compensation insurance
 - Nature of business
 - Name of business
 - Management or ownership of business
 - Previous insurance history
 - Avoidance of an experience rating modification
 - An outstanding workers compensation Insurance premium obligation or other monetary policy obligation of the employer
 - Noncompliance with any applicable state licensing or registration requirements

The employer will remain ineligible for coverage through the WCIP until such time the employer has remedied the above-referenced instances of noncompliance and is deemed by the Plan Administrator to be in good faith entitled to insurance.

- (5) The employer, its representative, or the producer does not accept any reasonable offer of voluntary coverage through NCCI's **VCAP® Service**.

c. Declinations

(Additional Rules: NH) (Exceptions: GA, ID, KS, VA)

Within sixty (60) days preceding the date of application, the employer must apply for workers compensation insurance and have received declinations from at least two (2) nonaffiliated insurers that are licensed to write and are actively writing workers compensation insurance within the state.

Specifically, one of the declinations must be from the insurer providing workers compensation insurance to the employer at the time of application, if any. Proof of cancellation or nonrenewal from such insurer will be considered as one of the required declinations.

The employer or its representative must maintain a record of all carrier declinations for the policy period that is in force. This information must be provided upon request to the Plan Administrator or assigned carrier and must include:

- Carrier name
- Person contacted at carrier
- Mailing address and phone number of carrier contact
- Date of declination

d. Securing a Requested Effective Date

(Additional Rules: KS) (Exceptions: GA, VA)

The employer or its representative may request an effective date no later than sixty (60) days from the date of application; however, such requested effective date must be the later of the following:

- (1) The established effective date as outlined in the following tables
- (2) The date of expiration of existing coverage
- (3) A date the employer requested

To secure a requested effective date, the employer or its representative must:

- (1) Submit to the Plan Administrator signed and completed current editions of the ACORD® 130 and 133 applications, that have been approved for use by the Plan Administrator, using one of the submission methods as defined in Rule 4-A-2-c.
- (2) For applications submitted by US Postal Service or private overnight delivery service, at a minimum, include in the application submission the required critical threshold elements as defined in NCCI's **Assigned Risk Supplement to the Basic Manual**. For the rules regarding the treatment of incomplete applications or outdated editions of the applications received by the Plan Administrator, refer to Rule 4-A-3-e.
- (3) If submitting an application via mail or an overnight delivery service, send the application to the appropriate lockbox and include the appropriate initial or deposit premium. Note: Receipt of the application at the appropriate lockbox will be considered receipt by the Plan Administrator.

Depending on the application submission method, the earliest effective date for coverage will be established in the following manner:

Application Submission Table 1

(Exceptions: AK, KS)

If the application is submitted by regular mail and the envelope containing the application has . . .	Then the earliest eligible effective date will be 12:01 a.m. on the day after . . .
A legible US postmark	Postmark
An illegible US postmark	Receipt of the application by the Plan Administrator
A meter mark only	Receipt of the application by the Plan Administrator
Internet postage with a legible cancellation stamp	The date on the cancellation stamp
Internet postage without a cancellation stamp or an illegible cancellation stamp	Receipt of the application by the Plan Administrator

Application Submission Table 2

If the application is submitted by overnight mail and . . .	Then the earliest eligible effective date will be 12:01 a.m. on the day after . . .
The package containing the application has proof of mailing that can be verified	The application was sent to the Plan Administrator
The package containing the application does not have proof of mailing or proof of mailing cannot be verified	Receipt of the application by the Plan Administrator
Proof of mailing (i.e., certified mail receipt) can be obtained	Postmark
Proof of mailing cannot be obtained	Receipt of the application by the Plan Administrator

Application Submission Table 3

If all required information and deposit premium is received within the established time frame and the application is submitted by . . .	Then the earliest eligible effective date will be 12:01 a.m. on the day after receipt of the . . .
<i>RMAPS® Online Application Service</i>	Completed online submission
Telephone	Telephone submission

e. Application Review

(Exceptions: AK, NV, VA)

Upon receipt of the application, the Plan Administrator will review it for eligibility and completeness. The Plan Administrator may request additional information at its discretion to establish eligibility, assign appropriate classification codes, calculate applicable premium, and otherwise appropriately process the application. Such information may include, but is not limited to:

- Tax documentation
- Ownership Information, which may include a request to complete and sign an ERM-14 Form
- Contracts (i.e., PEO Arrangement, temporary employment agency contracts, or franchise agreements)
- Supplemental PEO Arrangement applications
- Additional Information regarding short-term policies requests (i.e., verification of annualized payroll)
- Proof of declinations of voluntary coverage
- Proof of bankruptcy and/or settlements
- Any other information that is demonstrated by the Plan Administrator to be necessary to process the application

The employer and/or its representative must provide this information/documentation or provide an acceptable explanation for failure to provide the requested items within the time frame established by the Plan Administrator.

Incomplete applications and/or outdated editions of the applications, received by the Plan Administrator may, at the discretion of the Plan Administrator, be returned to the employer or its representative for completion or, with notice to the employer or its representative, may be retained by the Plan Administrator pending receipt of further information. Failure to comply in a time frame as established by the Plan Administrator may result in the rejection of the application and loss of the previously established effective date.

Complete and signed current editions of the applications may be resubmitted to the Plan Administrator for an application review and establishment of a new effective date in accordance with Rule 4-A-3-d.

f. Additional States Coverage

Any current assigned risk employer desiring insurance for operations in states other than those listed in Item 3.A. of the Policy Information Page may request its assigned carrier to furnish insurance in the additional states in accordance with Rule 4-A-8 of this Plan.

Except as indicated on the binder/verification page, all assignments under this Plan are to be made on an intrastate basis.

Plan policies affording coverage on operations in more than one (1) state must clearly indicate the premium developed for each state separately.

g. Premium Obligations

(Exceptions: AZ)

Assignments under this Plan will not knowingly be made unless all undisputed workers compensation premium obligations on any previous workers compensation insurance have been met by the employer whether the obligation is to any or all of the following, but not limited to:

- An assigned carrier
- A voluntary insurer
- The Plan Administrator

If, after policy issuance, the employer does not meet all undisputed workers compensation insurance premium obligations under the current policy or previous assigned risk or voluntary market policies, the employer's present assigned carrier retains the right to cancel a policy currently in force under this Plan within the statutory cancellation requirements.

h. Initial or Deposit Premium

(Exceptions: VA)

The employer or its representative must submit the required initial or deposit premium to the Plan Administrator, using one of the payment methods defined in Rule 4-A-2-o. For more information regarding deposit premium, refer to Rule 4-I.

i. Binding of Coverage

(Additional Rules: AR)

(Exceptions: AK, CT, VA)

- (1) The Plan Administrator is authorized under this Plan to issue binders (electronically or hard copy) to eligible employers in accordance with the provisions of this Plan. Coverage under any binder issued by the Plan Administrator shall be provided by the assigned carrier, subject to the provisions of this Plan, any applicable policy terms or conditions, and/or any applicable laws, rules, or regulations. The Plan Administrator will issue a binder to the employer, its representative, if any, the assigned carrier to which the Plan Administrator assigned the employer, and the appropriate state agency if required by law, subject to Plan rules, only when **all** of the following occur:
 - The Plan Administrator is in receipt of complete and signed current editions of the ACORD® 130 and 133 applications along with any additional information within the established time frame. The signature must be that of an officer, owner, or other designee with power of attorney. Only the current editions of the ACORD® 130 and 133 applications, as determined by the Plan Administrator, will be accepted for binding of coverage.
 - The applicant is deemed eligible by the Plan Administrator.
 - The total initial or deposit premium has been received by the Plan Administrator within the established time frame.
- (2) The Plan Administrator uses a random, equitable assignment system to select the assigned carrier in accordance with Rule 4-A-9. Once coverage is bound, the assigned carrier will electronically receive:
 - A copy of the binder
 - The initial or deposit premium
 - The ACORD® 130 and 133 applications
 - Copies of any provided election or rejection forms

- Other forms submitted during the application review process
- Any information to assist the assigned carrier in providing the proper coverage and correct rates (e.g., experience rating modification worksheet data, NCCI's Inspection and Classification Report, and change of ownership Information (ERM-14), if applicable)

Upon receipt of the assignment package, the assigned carrier will review the documents to ensure that all documentation needed to properly issue the policy is attached. Based on their separate review, the assigned carrier may request additional information and/or premium from the employer. All such requested information and/or premium must be received by the assigned carrier prior to issuing a policy.

The assigned carrier must issue the policy (electronically or hard copy) in accordance with Plan rules, state law, and the **Assigned Carrier Performance Standards**. Where these **Performance Standards** conflict with Plan rules, state law or regulation, the more stringent applies.

j. Binder Information

(Exceptions: AK, AZ, CT, VA)

The binder/verification page will be sent (electronically or hard copy) to the appropriate parties as required and must remain in effect until cancelled or until a policy has been issued in accordance with the **Assigned Carrier Performance Standards** or state law. Coverage will not exist if a binder was not issued by the Plan Administrator.

k. Reassignment

(Exceptions: AK, VA)

An employer may submit to the Plan Administrator a written request for reassignment to a different assigned carrier, if available. The request for reassignment must be made in writing no less than thirty (30) days or more than sixty (60) days prior to the expiration of the current policy unless otherwise approved by the Plan Administrator or at the request of the regulatory authority.

The employer must provide the Plan Administrator with an acceptable reason(s) for the request along with the appropriate documentation.

Acceptable reasons for reassignment requests from an employer are:

- Documented items pertaining to assigned carrier service—timely issuance of statements, policies, and endorsements, or services not provided under the policy
- Documented refusal of or inability of an assigned carrier to supply a required type of coverage (i.e., longshore, coal mine, maritime, additional state exposures, etc.)
- Documented items pertaining to an assigned carrier's return of premium due to the insured, where there is no valid bona fide premium dispute
- Based on the assigned carrier's A.M. Best Rating or financial size category, if appropriate documentation is provided to and approved by the Plan Administrator
- Other substantial documented reasons are subject to approval in the discretion of the Plan Administrator

Any request for reassignment is subject to approval by the Plan Administrator. If the Plan Administrator approves the reassignment request, the employer must submit a new application along with the appropriate initial or deposit premium to the Plan Administrator and otherwise be eligible for continued coverage through the Plan in accordance with the Rule 4-A-3. All reassignments will be made on a random and equitable basis.

I. Producer Information:

(Additional Rules: MS, NH, VA)

The assigned carrier must pay producer fees in accordance with Rule 4-H. To be paid a fee, a producer and/or agency must be properly licensed in the state(s) for which new and/or renewal policies are issued. It is the assigned carrier's responsibility to determine whether or not the producer and/or agency is properly licensed in the appropriate jurisdictions for payment of fees. Producer fee checks are made payable to the licensed agency of record rather than to the individual licensed producer, unless they are one and the same. Producer of record changes must also be applied in accordance with Rule 4-H.

[____]

[____]

m. Available Coverages

Additional coverages may be available to the employer through the assigned carrier. Refer to Rule 4-G for more information.

n. Policy Term

The policy must be issued for a term of at least one (1) year, unless insurance for a shorter term has been requested. A short-term policy may be obtained only once within a twelve (12)-month period unless agreed to by the assigned carrier.

4. Assigned Carrier

a. Responsibilities

(Additional Rules: KS)

The assigned carrier is held accountable to the appropriate **Assigned Carrier Performance Standards**, state laws, regulations, and/or rules, market conduct requirements, or rating/advisory and/or statistical organization reporting requirements (where appropriate) for the following issues including, but not limited to:

(1) Policy Information Page

(Exceptions: AZ)

The Policy Information Page and all endorsements must be submitted electronically to the Plan Administrator or its designee and properly identified as a WCIP or AR (Assigned Risk) policy. This information must include the binder number and be submitted to the Plan Administrator or its designee within the time frame and the format established by the Plan Administrator. If policy information is submitted on hard copy, on an exception basis, it must show the WCIP or AR indicator and the binder number, where approved, by the policy number on the Information Page.

(2) Forms and Rates

(Exceptions: KS)

All policies issued to employers to which this Plan applies must be written utilizing the classifications, forms (e.g., policy endorsements, ERM-14 forms, supplemental PEO arrangement forms, etc.), rates, and rating plans (including retrospective rating plans) approved by the regulatory authority and authorized for use in the residual market by the Plan Administrator.

(3) Cancellation of the Policy

(Exceptions: AZ, NV, VA)

If, after the issuance of a policy, the assigned carrier determines that an employer is in noncompliance with any of the following policy provisions on a current or previous workers compensation policy by:

- Not being in good faith entitled to workers compensation insurance
- Failing to comply with reasonable health, safety, audit, and/or loss prevention requirements
- Violating any of the terms and conditions under which the insurance was issued
- Refusing to allow the carrier or NCCI reasonable access to its facilities or its files and records for audit or inspection
- Refusing to disclose to the carrier the full nature and scope of the employer's exposure

The current assigned carrier will initiate cancellation (after providing an opportunity for cure) even if the noncompliance was for a previous policy issued by a different carrier, and inform the Plan Administrator and appropriate state organization of the reason for such cancellation. The policy should be cancelled in accordance with the cancellation provision of NCCI's **Basic Manual Rule 3-A-3**, the **Assigned Carrier Performance Standards**, and state law.

The assigned carrier must keep the Plan Administrator fully informed of any cancellation and of any reestablishment of eligibility or of compliance by the employer in accordance with Rule 4-A-4-a(7). Any employer whose coverage is cancelled must reestablish eligibility or must demonstrate entitlement to coverage under this Plan to the Plan Administrator before any further assignment can be made under this Plan.

(4) Effective Date of Policy

(Additional Rules: VA) (Exceptions: AK)

Policies must be issued, renewed, or reinstated without a lapse in coverage when premium, including an interim premium audit or installment payment, is received or contains a legible U.S. postmark **prior** to the policy effective date or cancellation date.

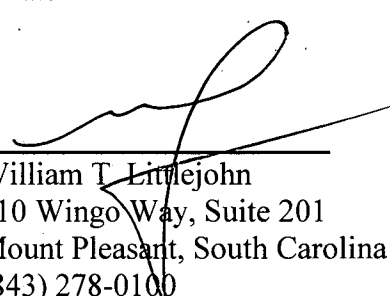
Refer to the following table for information regarding reinstatement provisions for cancelled and renewal policies:

If . . .	Then . . .
An item correcting a deficiency that resulted in cancellation is received on or within 60 days after the effective date of cancellation	The carrier will reinstate insurance with a lapse in coverage, issue a short-term policy, or take other underwriting action consistent with NCCI Basic Manual Rules, one time only during the original policy period. The lapse of coverage must clearly be stated on the reinstatement notice. A copy of the reinstatement notice must be sent to the Plan Administrator. In those instances where a proof of mailing cannot be clearly determined, timely receipt of the deficiency by the assigned carrier will be presumed if received within (5) five days of the expiration date of the policy. Receipt at the assigned carrier's designated lockbox is considered receipt by the assigned carrier. No lapse occurs if such item(s) are U.S. postmarked prior to the effective date of cancellation.

Certificate of Counsel

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

March 17, 2017



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MAR 20 2017
SC Court of Appeals