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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION APPELLATE PANEL

Avery B. Wilkerson, Jr., Commissioner
R. Michael Campbell, II, Commissioner
T. Scott Beck, Commissioner

Appellate Case No.: 2018-000652
W.C.C. File No.: 1600686

Francisco Cedano Ramirez, Employee, Respondent,

v.

May River Roofing, Inc. Employer, and American Zurich Insurance Co., Carrier, and Cedano Roofing, Employer, and Travelers Property & Casualty Co., Carrier,

Of which May River Roofing, Inc. and American Zurich Insurance Co. are Petitioners.

APPENDIX
Vol I

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Francisco Cedano Ramirez, Employee, Appellant,

v.

May River Roofing, Inc., Employer, and American Zurich Insurance Co., Carrier, and Cedano Roofing, Employer, and Travelers Property & Casualty Co., Carrier,

Of which May River Roofing, Inc., American Zurich Insurance Co., and Travelers Property & Casualty Co. are Respondents.

Appellate Case No. 2018-000652

Appeal From The Workers Compensation Commission Appellate Panel

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Opinion No. 5827
Heard November 12, 2020 – Filed June 23, 2021

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED

Joseph DuBois, of Liberty Oak Law Firm, LLC, of Hilton Head Island, for Appellant.

Lee E. Dixon, of Hedrick Gardner Kincheloe & Garofalo, LLP, and Nikole Deanna Haltiwanger, of Holder, Padgett, Littlejohn & Prickett, LLC, both of Columbia, for Respondents.

HEWITT, J.: Francisco Cedano Ramirez appeals the Workers' Compensation Commission's decision denying his claim for benefits. He argues the Commission erred in ruling he elected to be excluded from the policy he purchased from Travelers Insurance for his sole proprietorship. He also appeals the Commission's denial of his alternative claim that he was either a direct employee or a statutory employee of May River Roofing; a company with which he had a years-long continuous relationship. There is also an issue about average weekly wage, but the "compensability" issues are the core of this appeal.

The Commission correctly ruled Ramirez was not covered under the Travelers policy and was not May River's statutory employee. However, we reverse the ruling that Ramirez was not May River's direct employee based on our analysis of the four-factor employment test when applied to these facts. We also reverse the Commission's ruling that the parties stipulated to Ramirez's average weekly wage.

FACTS

Ramirez earned a living as a roofer in Beaufort County and was the sole proprietor of Cedano Roofing. When he started the business, he purchased a general liability and workers' compensation insurance policy from Travelers. Ramirez did not elect to cover himself as an employee under the workers' compensation portion of the policy. Doing so would have significantly raised his insurance premium.

Ramirez began working with May River about a year after he started Cedano Roofing and worked continuously and exclusively with them for about three years. In January 2016, Ramirez was working on a job for May River when he fell approximately sixteen feet from the roof to the ground below. He sustained significant injuries to his back, neck, shoulders, chest, ribs, lungs, and upper extremities as a result of the fall.

Ramirez filed two workers' compensation claims arising from the accident. In one, he claimed he was May River's direct or statutory employee. In the other, he claimed he was covered under the Travelers policy he purchased for Cedano Roofing.

The Single Commissioner found Ramirez was not covered under the Travelers policy because he had elected not to cover himself. The Single Commissioner also found Ramirez was not May River's direct or statutory employee because he was an

independent contractor. The Single Commissioner further found the parties stipulated to Ramirez's average weekly wage.

Ramirez filed a Form 30 requesting review of the Single Commissioner's decision. After oral argument, an appellate panel affirmed the Single Commissioner's findings with little to no changes. This appeal followed.

ISSUES

1. Whether Ramirez was excluded from coverage under the Travelers policy.

2. Whether Ramirez was May River's statutory employee.

3. Whether Ramirez was May River's direct employee.

4. Whether the parties stipulated to Ramirez's average weekly wage.

STANDARD OF REVIEW

An appellate court normally owes deference to the Commission's factual findings because the Administrative Procedures Act mandates that those findings will stand unless they are clearly erroneous in the view of the reliable, probative, and substantial evidence on the record as a whole. *See Lark v. Bi-Lo, Inc.*, 276 S.C. 130, 132-35, 276 S.E.2d 304, 305-06 (1981). But the question of whether an individual is an employee or independent contractor for the purposes of workers' compensation is jurisdictional; therefore, this court may take its own view of the preponderance of the evidence. *See Wilkinson v. Palmetto State Transp. Co.*, 382 S.C. 295, 299, 676 S.E.2d 700, 702 (2009); *S.C. Workers' Comp. Comm'n v. Ray Covington Realtors, Inc.*, 318 S.C. 546, 547, 459 S.E.2d 302, 303 (1995).

COVERAGE UNDER THE TRAVELERS POLICY

Ramirez argues he is covered under the Travelers policy because the policy's plain language lists him as the "insured." He also argues the policy is the only evidence the Commission should have considered on this issue and that the Commission erred in looking outside the policy to Ramirez's application for coverage.

"Insurance policies are subject to the general rules of contract construction." *B.L.G. Enters., Inc. v. First Fin. Ins. Co.*, 334 S.C. 529, 535, 514 S.E.2d 327, 330 (1999). "An insurer's obligation under [an insurance policy] is defined by the terms of the

policy and cannot be enlarged by judicial construction." *S.C. Ins. Co. v. White*, 301 S.C. 133, 137, 390 S.E.2d 471, 474 (Ct. App. 1990). "When a contract is unambiguous, clear, and explicit, it must be construed according to the terms the parties have used." *B.L.G. Enters., Inc.*, 334 S.C. at 535, 514 S.E.2d at 330.

The Travelers policy has clear and unambiguous language stating that it is subject to the workers' compensation laws of South Carolina. The law hinges a sole proprietor's inclusion in his business's coverage on whether he notified his insurance company of an election to include himself as one of the business's employees. S.C. Code Ann. § 42-1-130 (2015); *see also Smith v. Squires Timber Co.*, 311 S.C. 321, 324-25, 428 S.E.2d 878, 880 (1993). The policy obligates Travelers to "pay promptly . . . the benefits required of you by the workers' compensation law." In plain English, the policy makes clear its purpose was not to protect Ramirez if he was injured. The policy protected him and his business by obligating Travelers to pay if someone else was injured and brought a claim against them.

The fact that the Travelers policy lists Ramirez as the "insured" has no bearing on whether the policy protected him in the event that he was hurt at work. As noted above, for the purpose of this policy, that question is controlled by whether Ramirez notified Travelers of his election to be included as one of the business's employees. Nothing in the policy bolsters Ramirez's argument that he elected to include himself. His application for coverage plainly reveals he chose to be excluded.

STATUTORY EMPLOYEE

Ramirez argues he was May River's statutory employee. *See* S.C. Code Ann. §§ 42-1-400, -410, & -420 (2015) (the "statutory employment" provisions). Ramirez also cites the "certificate of insurance" statute as supporting his position. *See* S.C. Code Ann. § 42-1-415(A) (2015) (allowing upstream businesses to protect themselves against liability to statutory employees by securing proof that a subcontractor has workers' compensation insurance).

Settled law commands that Ramirez's "statutory employee" argument must fail. A sole proprietor's employees may be the statutory employees of another business, but the sole proprietor may not be a statutory employee. In *Smith v. T.H. Snipes & Sons, Inc.*, our supreme court said there were situations when a sole proprietor could be a statutory employee. 306 S.C. 289, 411 S.E.2d 439 (1991). Two years later, the court limited *Snipes* to its facts and held a subcontractor must elect coverage in order to be considered a statutory employee. *Squires Timber Co.*, 311 S.C. at 325 n.3, 428

S.E.2d at 880 n.3. Based on this binding precedent, South Carolina law does not support a finding that Ramirez was May River's statutory employee.

The "certificate of insurance" statute is also a dead end as far as compensability is concerned. *See* S.C. Code Ann. § 42-1-415(A) & (B) (2015). Even if May River failed to comply with this statute and did not properly secure proof Cedano Roofing had workers' compensation coverage, that failure would not turn May River into Ramirez's statutory employer. The effect of May River straying from the statute would be that May River could not transfer liability for a statutory employee's claim to the Uninsured Employers' Fund. The certificate of insurance statute controls who pays a statutory employee's claim. It has no bearing on who is (or is not) a statutory employee.

DIRECT EMPLOYEE

Ramirez argues the Commission erred in finding he was not May River's direct employee. "Under settled law, the determination of whether a claimant is an employee or independent contractor focuses on the issue of control, specifically whether the purported employer had the right to control the claimant in the performance of his work." *Wilkinson*, 382 S.C. at 299, 676 S.E.2d at 702. "In evaluating the right of control, the Court examines four factors which serve as a means of analyzing the work relationship as a whole: (1) direct evidence of the right or exercise of control; (2) furnishing of equipment; (3) method of payment; (4) right to fire." *Id.* As already noted, our standard of review on this issue is de novo. *Id.*

1. Right or Exercise of Control

Here, there are facts that weigh both for and against a finding that May River exercised control over Ramirez. In terms of regular supervision, there appears to be conflicting testimony. Ramirez says the owner of May River supervised his work and would sometimes give him directions. May River contends Ramirez had no supervision other than May River verifying his work once he completed a job. This dispute aside, everyone concedes Ramirez is a skilled roofer who did not need day-to-day supervision. To sum, there is little direct evidence May River controlled the finer points of how Ramirez went about his work as a roofer.

Some aspects of this relationship lend themselves to the view that Ramirez had a great deal of autonomy. Ramirez set his own schedule, did not punch a time clock, and was free to negotiate for additional payment when he arrived at a job site or choose to decline the job. Ramirez was also free to enlist others if the job was too

big for him to handle. He had the discretion to hire people to assist with his work and did not need May River's approval.

Still, there are also facts that show May River directly controlling Ramirez. Ramirez was required to wear May River branded t-shirts and display a magnetic May River decal on the side of his truck. May River claimed they gave the shirts out to everyone as a marketing strategy, but they also specifically required all "subcontractors" like Ramirez to wear May River shirts while at a jobsite.

The exclusivity of Ramirez's relationship with May River also weighs in favor of an employment relationship. Ramirez worked with May River continuously for roughly three years, and May River ceaselessly provided Ramirez with all of his work throughout their relationship. Ramirez believed he was not allowed to work with any other roofing companies. May River disputed this, but admitted it preferred workers like Ramirez to only accept jobs from May River. The apparent exclusivity of this relationship weighs in favor of finding May River exercised control over Ramirez. The fact that Ramirez relied on May River for work suggests May River had the right to control Ramirez by withholding work.

These features—an exclusive relationship and controlling Ramirez's clothing—may seem trivial, but we think they are not. An independent contractor is someone who is hired "to do a piece of work according to his own methods" and is not subject to anyone's control except as to the result of his or her work. *Chavis v. Watkins*, 256 S.C. 30, 32, 180 S.E.2d 648, 649 (1971). There is no disputing May River directly exercised control over Ramirez's appearance and, thus, was controlling more than would be found in a true independent contract relationship. The exclusivity of this arrangement also suggests Cedano Roofing was less an "independent" business, and more an extension of May River. *Cf. Watkins v. Mobil Oil Corp.*, 291 S.C. 62, 352 S.E.2d 284 (Ct. App. 1986) (agency between oil company and service station employee not established when employee was permitted to wear clothing with oil company's emblem, when service station merely sold oil company's products, and when there was no evidence oil company controlled station operations).

There is a previous appellate case involving roofers, but it is meaningfully distinguishable. In *Marlow v. E. L. Jones & Son, Inc.*, our supreme court found a roofer was an independent contractor for the purposes of workers' compensation. 248 S.C. 568, 569-71, 151 S.E.2d 747, 747-48 (1966). That claimant worked a full-time job in a textile mill and "moonlighted" with other members of his family as a roofer. *Id.* Although there are some similarities between *Marlow* and the present case, we believe the control May River exercised by being the exclusive

provider of work in his full time profession and by controlling Ramirez's appearance while working distinguishes this case from that one.

Based on the facts discussed above, we find May River had the right to and exercised control over Ramirez in a manner consistent with an employment relationship. Accordingly, we find this factor weighs in Ramirez's favor.

2. Furnishing Equipment

An owner who purchases and supplies equipment tends to retain the right to control how the equipment is used. The inference of control in this situation "is a matter of common sense and business." *Shatto v. McLeod Reg'l Med. Ctr.*, 406 S.C. 470, 479, 753 S.E.2d 416, 421 (2013) (quoting 3 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law* § 61.07[2] (2013)).

The furnishing of equipment prong weighs in favor of an employment relationship. May River provided Ramirez with all of the materials he used for roofing jobs. While Ramirez provided his own tools and vehicle, May River's complete assumption of the material costs suggests May River retained the right to direct how the materials were used and is direct evidence of control over Ramirez.

May River would also occasionally lend Ramirez equipment and assisted Ramirez financially when he purchased some of his own equipment. And, as mentioned above, May River provided Ramirez with a branded t-shirt and magnetic decal for his truck. Given that May River provided Ramirez with clothing, marketing materials, and the materials necessary to complete each roofing job, we find the furnishing equipment factor weighs in favor of an employment relationship.

3. Method of Payment

Payment based on time tends to show employment. *Id.* at 480, 753 S.E.2d at 421. Payment on the basis of a completed project tends to show the worker is an independent contractor. *Id.*

The method of payment factor weighs in favor of an independent contractor relationship. Though Ramirez was paid by the hour for repair work, most of his work was compensated "per roofing square;" as apparently is common in the roofing industry. In other words, for most of his work, Ramirez's compensation depended on how much work he did. It did not depend on the amount of time he spent working.

4. Right to Fire

The right to fire prong does not favor either party. Apparently there were individual contracts for each roofing job. These were typically executed before multi-day projects but after smaller, single day projects. The only sample contract in the record between Ramirez and May River was bare bones and of no help to our review of this issue.

The right to unilaterally and immediately end the relationship without future liability is a hallmark of an employment relationship. *Id.* at 481, 753 S.E.2d at 422. An independent contractor, however, typically has the right to complete the job unless the parties' agreement provides otherwise. *Id.* Nothing in this record points decisively in either direction.

It is possible to view Ramirez's continuous relationship as tending to show employment since it seems May River could stop offering jobs to Ramirez at any moment, for any reason, and leave Ramirez without recourse. Even so, we find this factor does not favor either party. There is little to nothing in the record suggesting what right May River had to terminate Ramirez from a job, what right Ramirez had to quit, and what claims (if any) the parties had against each other in those circumstances.

***

The modern bellwether case on the employment test is *Wilkinson*. There, our supreme court found a sole proprietor working with a trucking company was an independent contractor. 382 S.C. at 300-04, 676 S.E.2d at 702-04. The trucking company had some drivers who were employees and other drivers with written independent contractor arrangements. Our supreme court examined and discussed the trucking company's entire operation in the course of finding the trucking company legitimately used the two categories of workers and that the company did not exercise sufficient control over the sole proprietor to indicate an employment relationship. *Id.*

Here, as there, we believe it is instructive to examine the putative employer's entire operation. Unlike the trucking company in *Wilkinson*, May River has no employees who perform roofing work other than the occasional repair. Unlike the trucking company in *Wilkinson*, there was no written and detailed independent contractor arrangement between Ramirez and May River. And, unlike the trucking company in *Wilkinson*, there was no requirement that Ramirez purchase coverage protecting himself against the risk he would be hurt in a workplace accident.

According to the record, May River switched some years ago from roofers who were admittedly employees to a roofing workforce consisting entirely of people purportedly classified as independent contractors. May River claims to have made this change for a variety of reasons, including that it found workers more motivated and responsible when they were paid more money as independent contractors and paid by the job rather than by the hour.

We do not doubt May River's sincerity or motivation. Still, the undisputed purpose of the Workers' Compensation Act is to protect workers, owners, and businesses by requiring a business covered by the Act to insure its workforce against the cost of industrial accidents. *Parker v. Williams & Madjanik, Inc.*, 275 S.C. 65, 70, 267 S.E.2d 524, 526 (1980); *Marchbanks v. Duke Power Co.,* 190 S.C. 336, 362, 2 S.E.2d 825, 836 (1939). This structure was designed to build the costs of industrial accidents into the cost of goods and services and to ultimately pass those costs to the consumers whose demand for the goods and services brought about the conditions that led to the claimant's injury. *Marchbanks,* 190 S.C. at 362, 2 S.E.2d at 836; *see also* 5 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law* § 60.05[1] (2020).

We see this case as meaningfully different from *Wilkinson*, especially for the reasons noted above. If the record—as in *Wilkinson*—contained a detailed independent contractor agreement requiring Ramirez to protect himself against the cost of being hurt at work, we would likely feel differently. As it stands, we lean in favor of coverage based on the facts of this case and in order to serve the Act's beneficent purpose. *See James v. Anne's Inc.*, 390 S.C. 188, 198, 701 S.E.2d 730, 735 (2010) ("[T]he general rule [is] that workers' compensation law is to be liberally construed in favor of coverage in order to serve the beneficent purpose of the Act; only exceptions and restrictions on coverage are to be strictly construed.").

AVERAGE WEEKLY WAGE

Ramirez argues the Commission erred in finding the parties stipulated to his average weekly wage. There is no doubt the parties did not enter such a stipulation. The parties mentioned their diverging views at the beginning of the Single Commissioner's hearing. There is no evidence those views ever changed.

May River argues this issue is not preserved for our review. We respectfully disagree. Ramirez specifically raised the issue to the Commission in his addendum to his Form 30. He also discussed it in his brief to the appellate panel. Although it is fair to note he mentioned this in his argument on the "method of payment" factor

of the employment test, one cannot come away from the brief believing Ramirez agreed with the Single Commissioner's finding on his average weekly wage.

CONCLUSION

Based on the foregoing, we affirm the Commission's finding that Ramirez was not covered under the Travelers policy. However, we reverse the Commission's compensability finding as to Ramirez's claim against May River. We also reverse the finding that the parties stipulated to the compensation rate. The case is remanded for further proceedings consistent with this opinion.

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED.

THOMAS and HILL, JJ., concur.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission Decision

Appellate Case No. 2018-000652
Workers Compensation Claim No.: 1600686

Francisco Cedano Ramirez, Employee, Appellant,

v.

May River Roofing, Inc., Employer, and American Zurich Insurance Co., Carrier, and Cedano Roofing, Employer, and Traveler's Property & Casualty Co., Carrier,

Of which May River Roofing, Inc. American Zurich Insurance Co., and Travelers Property & Casualty Co. are Respondents.

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Statement of Issues on Appeal

1. Whether the Commission erred in concluding factually that Claimant purchased a 'ghost policy' from Travelers Insurance and that Claimant elected not to cover himself on such policy, as well as in concluding as a matter of law that Claimant was not included under such Travelers' policy;

2. Whether the Commission erred in concluding factually that the weight of evidence is on the side of Claimant being an independent contractor who carried valid workers' compensation coverage, as well as concluding as a matter of law that Claimant is not an employee of May River Roofing;

3. Whether the Commission erred in concluding as a matter of law that Claimant cannot recover as a statutory employee of May River Roofing; and

4. Whether the Commission erred in finding that the parties stipulated as to Claimant's applicable compensation rate and in ordering same without analysis of the issue.

Background Facts

Appellant/Claimant Francisco Cedeno Ramirez is a 39-year-old resident of Beaufort County, South Carolina where he earns his living as a roofer. On January 18, 2016, while performing roofing work atop the roof of a home located in Beaufort, South Carolina[1], Claimant fell from the roof to the ground below, a drop of approximately sixteen (16) feet. Claimant was treated at the scene by the Beaufort County EMS and thereafter transported to Beaufort Memorial Hospital. As set forth in a medical questionnaire completed by treating physician Dr. Leland Stoddard, M.D., Claimant suffered injuries including to his back, neck, both shoulders, chest, ribs, lungs, and bilateral upper extremities as a result of the fall.

Statement of the Case

This appeal concerns two consolidated workers' compensation claims brought by Claimant subsequent to his above-described fall against Respondents May River Roofing, American Zurich Insurance, and Travelers Insurance.

On March 3, 2016, Claimant filed a Form 50 hearing request against May River Roofing and American Zurich Insurance seeking workers' compensation benefits including medical treatment and temporary total disability benefits pursuant to Claimant being a direct employee of

---

1 The home was owned by John Attridge, who contracted with Eddie Powell of Anchor Construction to manage the project and May River Roofing, Inc. for roofing work in the amount of $12,298.00. (R. pp. 343-346). May River Roofing paid Claimant $1,500.00 for the roofing work. (R. p. 303, line 3).

May River Roofing pursuant to the applicable four-factor right to control test or, alternatively, Claimant being a statutory employee of May River Roofing pursuant to S.C. Code § 42-1-410 and May River Roofing not strictly meeting the requirements for exemption from same set forth in S.C. Code § 42-1-415. By Form 51, dated March 9, 2018, May River Roofing and American Zurich Insurance denied this claim based upon their denial that an employment relationship existed between Claimant and May River Roofing at the time of the accident.

On June 17, 2016, Claimant filed an additional claim relating to the same accident and injuries against Travelers Insurance seeking workers' compensation benefits including medical treatment and temporary total disability benefits pursuant to the plain language of a workers' compensation policy issued to Claimant by Travelers Insurance. By Form 51, dated July 26, 2016, Travelers Insurance denied this claim, asserting that it did not have coverage for Claimant due to Claimant electing to exclude himself from coverage under such Travelers' Insurance policy.

Following the two claims being consolidated by the Commission on July 27, 2016, a hearing was held before Commissioner Gene McCaskill on November 17, 2016. Following such hearing Commission McCaskill denied Claimant's claims by order dated May 23, 2017, with service upon Claimant being made that day. By Form 30 dated June 5, 2017, Claimant sought review of Commissioner McCaskill's order by the Full Commission, which held oral arguments on January 22, 2018. By Order dated March 30, 2018, served upon Claimant the same day, the Full Commission denied Claimant's claims, and by Notice of Appeal dated April 6, 2018, Claimant commenced this appeal.

Standard of Review

Judicial review of a Commission decision is directed by the substantial evidence standard under the Administrative Procedures Act, S.C. Code Ann. § 1-23-380(5) (Supp. 2015); Lark v. Bi-Lo, Inc., 276 S.C. 130, 276 S.E.2d 304 (1981). A reviewing court should affirm the decision of the Full Commission unless it is clearly erroneous in view of the substantial evidence of the whole record. Lark, 276 S.C. at 136, 276 S.E.2d at 307. The reviewing court may not substitute its own judgment for that of the Full Commission as to the weight of the evidence on a question of fact, but may reverse if the decision is affected by an error of law. S.C. Code § 1-23-380(5); Etheredge v. Montsanto Co., 349 S.C. 451, 562 S.E.2d 679 (Ct. App. 2002) (a reviewing court should reverse, remand or modify a decision of the Workers' Compensation Commission if it is affected by an error of law).

In addition, "[a] reviewing court may reverse or modify a decision of an agency if the findings, inferences, conclusions, or decisions of that agency are 'clearly erroneous in view of the reliable, probative and substantial evidence on the whole record.'" Bass v. Isochem, 365 S.C. 454, 467, 617 S.E.2d 369, 376 (Ct. App. 2005), *quoting* Bursey v. South Carolina Dep't of Health & Envt'l Control, 360 S.C. 135, 600 S.E.2d 80 (Ct. App. 2004). "Substantial evidence is not a mere scintilla of evidence, nor the evidence viewed blindly from one side of the case, but is evidence which, considering the record as a whole, would allow reasonable minds to reach the conclusion the administrative agency reached in order to justify its action." Frame v. Resort Services, Inc., 357 S.C. 520, 527-28, 593 S.E.2d 843, 845 (1999).

"We construe workers' compensation law liberally in favor of coverage to further the beneficent purpose of the Workers' Compensation Act; accordingly, only exceptions and

restrictions are strictly construed." Lewis v. L.B. Dynasty, 411 S.C. 637, 641 (2015), citing James v. Anne's Inc., 390 S.C. 188, 198 (2010).

1. Coverage under the plain language of the Traveler's policy
Argument

Claimant asserts that the Commission's

- Finding of Fact No. 8. "[Ms. Isabelle Diaz] testified that the Claimant purchased what is commonly referred to as a 'ghost policy.' In other words, it is a policy that covers no one because the Claimant has no employees. Ms. Diaz testified that the Claimant did not select coverage for himself,"
- Finding of Fact No. 22. "Unfortunately, the Claimant elected not to cover himself on his own policy," and
- Conclusion of Law No. 1. "Under S.C. Code Ann. § 42-1-130, Claimant was a sole proprietor who was not included under Cedano Roofing's workers compensation policy"

are controlled by an error of law and should be reversed, the error of law being the Commission's consideration of evidence outside of the Traveler's Insurance policy itself in the form of the testimony of Ms. Isabelle Diaz and APA submissions relating to Claimant's application for the subject Travelers' Insurance policy.

As the Commission stated in its order, it is uncontroverted that Claimant suffered an injury by accident while performing work on January 18, 2016, when he fell from a roof as described above. (R. p. 10, line 3). Thus, the Commission found that Claimant's accident met the requirements under the Workers Compensation Act for compensability.

At hearing the Claimant asserted that his subject accident was covered by the plain language of the workers' compensation insurance policy issued to him by Traveler's Insurance. (R. pp. 282-300).

As set forth in such policy, Claimant is insured as an individual.

> 1.
> INSURED:
> CEDENO RAMIREZ, FRANCISCO DBA
> CEDENO ROOFING & WOODWORKING
> 90 DILLON RD APT D1
> HILTON HEAD SC 29926-3792
>
> Insured Is AN INDIVIDUAL

(R. p. 282, line 9).

Further, such policy provides:

> **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.

(R. p. 286, line 22).

Claimant asserts that he is listed specifically as an individual insured on item 1, and thus he is insured individually by Travelers Insurance for this accident. Claimant further asserts that Cedeno Roofing is not a partnership but rather a sole proprietorship, so the remaining language in this paragraph is inapplicable to the analysis of this claim.

Further, pursuant to the language of the policy "[T]he only agreements relating to this insurance are stated in this policy."

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.

(R p. 286, line 11). Therefore, Claimant asserts that any and all information outside of the subject written policy are subsumed by such policy and are therefore not relevant to the analysis of Claimant's coverage for his claim pursuant to said policy, and should be excluded from evidence in this case.

As set forth in its Order, however, the Commission did consider such extrinsic evidence, including the testimony of insurance agent Isabella Diaz and the application for the Traveler's Insurance policy, finding that "Claimant opted not to cover himself in order to have a less expensive premium." (R. p. 7, line 14). Claimant asserts that consideration of such extrinsic evidence in light of the plain language of the subject policy, including the merger clause, is error, and that such error was controlling in the Commission denying this claim.

Claimant asserts that:

> Insurance policies are subject to general rules of contract construction. Gambrell v. Travelers Ins. Companies, 280 S.C. 69, 310 S.E.2d 814 (1983). Terms of an insurance policy must be construed liberally in favor of the insured and strictly against the insurer. McCracken v. Government Employees Ins. Co., 284 S.C. 66, 325 S.E.2d 62 (1985); Kraft v. Hartford Ins. Companies, 279 S.C. 257, 305 S.E.2d 243 (1983).

Standard Fire Co. v. Marine Contracting and Towing Co., 301 S.C. 418, 392 S.E.2d 460 (S.C., 1990).

It is undisputed that Claimant's January 18, 2016 work accident is compensable. Insofar as Claimant is individually insured for a workers' compensation claim arising from same pursuant to the plain language of the Travelers Insurance policy, the Commission erred as a matter of law in considering evidence extrinsic to the policy and denying Claimant's claim based upon same.

Insofar as such error controlled the Commission's determination as to this claim, such ruling should be reversed. Etheredge v. Montsanto Co., 349 S.C. 451, 562 S.E.2d 679 (Ct. App. 2002) (a reviewing court should reverse, remand or modify a decision of the Workers' Compensation Commission if it is affected by an error of law). Insofar as plain language of the subject Travelers' Insurance policy is controlling as to the issue of Claimant's coverage in his favor, remanding to the Commission for further inquiry as to same is unnecessary.

2. Coverage under the American Zurich policy pursuant to S.C. Code § 42-1-410

Claimant asserts that the Commission's

- Finding of Fact No. 11, "When we consider the controlling factors as to whether an individual is an employee or an independent contractor, the weight of the evidence is clearly on the side of the Claimant being an independent contractor,"
- Finding of Fact No. 22, "When the evidence is viewed as a whole, we must conclude that the Claimant was a sub-contractor who carried valid workers' compensation coverage," and
- Conclusion of Law No. 2, "Under S.C. Code Ann. § 42-1-130, Claimant is not an employee of May River Roofing or Cedano Roofing; instead, he is the sole proprietor of Cedano Roofing,"

are clearly erroneous in view of the substantial evidence of the whole record applied to the four-factor right to control test as set forth in Lewis v. L.B. Dynasty, 411 S.C. 637 (2015).

As set forth above, at hearing it was uncontroverted that Claimant suffered an injury by accident while performing work on January 18, 2016, when he fell from a roof. (R. p. 10, line 3). The Commission found that Claimant's accident met the requirements under the Workers Compensation Act for compensability. (R. p. 10, line 3).

Claimant asserted that he was a direct employee of May River Roofing and is therefore covered by the American Zurich Insurance policy.

Claimant asserts that, regardless of whether he is deemed an independent contractor by May River Roofing, Claimant is a direct employee pursuant to the applicable four-factor right to control test and, therefore, is covered by May River Roofing's workers compensation policy with American Zurich Insurance.

As set forth in Lewis:

> We construe workers' compensation law liberally in favor of coverage to further the beneficent purpose of the Workers' Compensation Act; accordingly, only exceptions and restrictions to coverage are strictly construed. James v. Anne's Inc., 390 S.C. 188, 198, 701 S.E.2d 730, 735 (2010). The burden of proving the relationship of employer and employee is upon the claimant, and this proof must be made by the greater weight of the evidence. Marlow v. E.L. Jones & Son, Inc., 248 S.C. 568, 570, 151 S.E.2d 747, 748 (1966). Whether a claimant is an employee or independent contractor is a jurisdictional question and therefore the Court may take its own view of the preponderance of the evidence. Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co., 382 S.C. 295, 299, 676 S.E.2d 700, 702 (2009). The crux of this determination is the purported employer's right to control the claimant in the performance of his work. Id. In analyzing the nature of a work relationship the Court examines four factors: (1) direct evidence of the right or exercise of control; (2) furnishing of equipment; (3) method of payment; (4) right to fire. Shatto v. McLeod Reg'l Med. Ctr., 406 S.C. 470, 475–76, 753 S.E.2d 416, 419 (2013). Each factor is considered with equal force and the mere presence of one factor indicating an employment relationship is not dispositive of the inquiry. Id.

Direct Evidence of the Right to or Exercise of Control

Claimant first became associated with May River Roofing approximately three (3) years prior to the subject accident after its owner, Antonio Sandoval, met Claimant while he was working at another company and invited him to work with May River Roofing. (R. p. 95, line 16).

Antonio Sandobal, owner of May River Roofing, would typically assign particular residential roofing jobs to Claimant, potentially up to five (5) per day, although some jobs were two or three days. (R. p. 133, line 2; R. p. 96, ln. 15). Antonio Sandobal supervised Claimant's work. (R. p. 96, line 21; R. p. 51, line 21). Antonio Sandobal would sometimes give Claimant directions or indications. (R. p. 114, line 4). Occasionally May River Roofing would send Claimant to a job where it would have to be done on a certain day. (R. p. 114, line 14; R. pg. 117, line 8). Notable was that Antonio required Claimant to work only for May River Roofing. (R. p. 96, line 3; R. p. 62, line 16). Further, Antonio required Claimant to wear May River Roofing T-shirts and use May River Roofing's vehicle-signage while on the projects. (R. p. 96, line 3).

Claimant asserts that he was he was working on the subject construction job because he was assigned to the job by May River Roofing after other employees of May River Roofing could not complete the job. (R. p. 256, line 20; R. p. 98, line 5). Claimant asserts that Antonio Sandobal, owner of May River Roofing, supervised the work Claimant performed, including upon its completion. (R. p. 265, line 2). Claimant asserted that May River categorizes Claimant as a subcontractor solely for its own business purposes, irrespective of the actual relationship between the parties. (R. p. 267, line 13).

May River Roofing provided the shingles, nails, and other roofing materials for Claimant's roofing work from its account with suppliers such as Espy Lumber. Claimant provided his own automobile, nail gun and compressor (without nails), pouch and its contents, and a ladder, although

May River Roofing would lend Claimant its ladder. (R. p. 104, line 2). May River Roofer also supplied Claimant with a blower. (R. p. 105, line 18).

During his tenure with May River Roofing it identified Claimant as an independent roofing sub-contractor. However, May River Roofing used to classify its roofers as employees but made a change to using subcontractors for business reasons. (R. p. 122, line 19). May River Roofing's office manager, Leslie Sandobal, testified that "We went from only having roofers to having subcontractors." (R. p. 134, line 8).

The Furnishing of Equipment

Claimant asserts that May River Roofing provides the materials used in the roofing jobs through its account at ESPY Lumber ("We provide all the materials for all of our subcontractors."). (R. p. 269, lines 10-11).

Claimant also asserts that he is required to wear a May River Roofing shirt while performing his work. (R. p. 260, line 10). Claimant asserts that May River Roofing also provides magnets displaying the name May River Roofing for use on his work truck. R. p. 264, line 20. May River Roofing provided the shingles, nails, and other roofing materials for Claimant's roofing work from its account with suppliers such as Espy Lumber. Claimant provided his own automobile, nail gun and compressor (without nails), pouch and its contents, and a ladder, although May River Roofing would lend Claimant its ladder. (R. p. 104, line 2). May River Roofer also supplied Claimant with a blower. (R. p. 105, line 18).

Method of Payment

Claimant asserts that he is paid by the job but that he does not know how much he will be paid for a job beforehand. (R. 254, line 23). Claimant asserts that he is paid $60 per roofing square (10 square feet of shingles) and $25 per hour by May River Roofing for extra repair work. (R. p.

258, line 24; R. 254, line 8). Claimant is paid via payroll the week following his completion of a job. (R. p. 97, lines 5-6). Claimant is paid $25.00 per hour for repair work, and $60.00 per square for roofing work[2]. Following completion of the roofing work Claimant would report to May River Roofing how many squares the job required and how long Claimant was on the job. (R. p. 113, line 13). Claimant asserts that his average weekly wage from May River Roofing was approximately $1,200.00. (R. p. 101, line 4).

Right to Fire

Claimant asserts that May River Roofing retains the right to hire or fire him for any particular job. (R. p. 101, lines 6-9).

Based upon a review of the substantial evidence in the whole of the record, including the foregoing, Claimant asserts that the Commission was clearly erroneous in failing to find that Claimant's was a direct employee of May River Roofing pursuant to the four-factor right of control test set forth in Lewis.

Further, insofar as a proper review of the substantial evidence in the record of this case results in the preponderance of the evidence weighing being in favor of Claimant being an employee of May River Roofing, and thus covered under May River Roofing's policy with American Zurich Insurance, remanding to the Commission for further inquiry as to this issue is not necessary to reverse the Commission and in favor of Claimant being a direct employee of May River Roofing.

---

2 A square is 100 square feet of shingles of roofing material. (R. p. 102, line 22).

3. Coverage under the American Zurich policy pursuant to S.C. Code § 42-1-410

Claimant asserts that the Commission's

- Conclusion of Law No. 3, "Under S.C. Code Ann. § 42-1-400 to -450, Claimant cannot recover as a "statutory employee" of May River Roofing,"

is both controlled by an error of law and clearly erroneous in view of the substantial evidence of the whole record.

As set forth above, at hearing it was uncontroverted that Claimant suffered an injury by accident while performing work on January 18, 2016, when he fell from a roof. (R. p. 10, line 2). The Commission found that Claimant's accident met the requirements under the Workers Compensation Act for compensability. (R. p. 10, line 2).

Claimant asserts that he was a statutory employee of May River Roofing pursuant to S.C. Code § 42-1-410, and is therefore covered by the American Zurich Insurance policy.

S.C. Code § 42-1-410 provides that when any person... referred to as "contractor," contracts to perform or execute any work for another person... the contractor shall be liable to pay to any workman employed in the work any compensation under this title which he would have been liable to pay if that workman had been immediately employed by him. Further, S.C. Code § 42-1-420 provides when a subcontractor in turn contracts with still another person... referred to as a "subcontractor"... the liability of the owner or contractor shall be the same as the liability imposed by S.C. Code § 42-1-400 and S.C. Code § 42-1-410.

Claimant asserts that insofar as he was a subcontractor of May River Roofing, which was a subcontractor to Anchor Construction[3], he is a statutory employee of May River Roofing pursuant to the foregoing statutes.

However, S.C. Code § 42-1-415 provides that upon the submission of documentation to the Commission that a contractor or subcontractor has represented himself to a higher tier subcontractor, contractor, or project owner as having workers' compensation insurance at the time the contractor or subcontractor was engaged to perform work, the higher tier subcontractor, contractor, or project owner must be relieved of any and all liability (emphasis added).

Significantly, Claimant asserts that May River Roofing may not avoid liability pursuant to S.C. Code § 42-1-415 insofar as Claimant did not represent himself to May River Roofing as having workers compensation insurance as the subject Certificate clearly excluded coverage. (R. p. 301). Further, Claimant did not represent anything to May River Roofing regarding workers compensation insurance ("I don't even think he gave it to me. I think his insurance company automatically send [sic] it to me"). (R. p. 266, line 25). Further, despite that Claimant's job on which he was injured began on January 18, 2016 (R. p. 270, lines 6-8), May River Roofing did not request or receive a Certificate on such date, as is required by S.C. Code § 42-1-415 for May River Roofing to be excluded from liability. (R. p. 267, lines 6-11).

Further, Claimant made no representations whatsoever regarding workers compensation insurance at the time he was engaged to perform work on the subject project where he was injured. ("Q: Does [Claimant] provide the certificate of insurance for every job? A: No."). (R. p. 265, line

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[3] R. p. 6, line 22.

18). Rather, May River Roofing received the copy of the certificate of insurance from the insurance carrier. (R. p. 265, line 22).

It is undisputed that Claimant's January 18, 2016 work accident is compensable. Insofar as Claimant met all of the requirements pursuant to S.C. Code § 42-1-410, and insofar as May River Roofing, Inc. did not strictly meet the requirements of S.C. Code § 42-1-415, the Commission's conclusion that Claimant cannot recover as a "statutory employee" of May River Roofing is both controlled by an error of law and is clearly erroneous in view of the substantial evidence of the whole record.

Insofar as such error of law controlled the Commission's determination as to this claim, such ruling should be reversed. Etheredge v. Montsanto Co., 349 S.C. 451, 562 S.E.2d 679 (Ct. App. 2002) (a reviewing court should reverse, remand or modify a decision of the Workers' Compensation Commission if it is affected by an error of law). Insofar as the substantial record of the whole of this case supports such a conclusion, remanding to the Commission for further inquiry as to same is unnecessary.

4. Compensation Rate

Claimant asserts that the Commission's

- Stipulation No. 4, "The parties have stipulated that Claimant's average weekly wage is $769.35 with a resulting compensation rate of $512.93"

is clearly erroneous in view of the substantial evidence of the whole record.

A review of the transcript from the November 17, 2016 hearing reveals the following:

> COMMISSIONER: . . . The date of the accident is January 18, 2016. The parties are also going to speak to average weekly wage and comp rate in your positions, please.
>
> . . .

> CLAIMANT'S COUNSEL: . . . The claimant will testify as to his average weekly wage being $1,250, yielding a comp rate of $833.38.
>
> . . .
>
> DEFENDANTS' COUNSEL: . . . As to average weekly wage, Commissioner, . . . we would look to the tax returns . . . If you take those numbers and divide them by 52, which is consistent with our case law, the number that I came up with is $769.35 as an average weekly wage, $512.93 as a compensation rate.

(R. p. 69, line 18; R. p. 71, line 6).

Claimant asserts that a review of the record indicates that the parties did not stipulate to Claimant's compensation rate as indicated. Accordingly, Claimant respectfully requests the case be remanded to the Commission for consideration and determination of Claimant's compensation rate.

Conclusion

"We construe workers' compensation law liberally in favor of coverage to further the beneficent purpose of the Workers' Compensation Act; accordingly, only exceptions and restrictions are strictly construed." Lewis v. L.B. Dynasty, 411 S.C. 637, 641 (2015), citing James v. Anne's Inc., 390 S.C. 188, 198 (2010).

Based upon the foregoing, Claimant respectfully requests the following:

1. Reversing the Commission's ruling that Claimant was not covered under the plain language of the Travelers' Insurance policy;
2. Reversing the Commission's ruling that Claimant's was a not a direct employee of May River Roofing pursuant to the four-factor right of control test and thereby covered by the American Zurich Insurance policy;

3. Reversing the Commission's ruling that that Claimant cannot recover as a "statutory employee" of May River Roofing under the American Zurich Insurance policy; and
4. Remanding the case to the Commission for consideration and determination of Claimant's compensation rate.

Respectfully submitted,

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August 20, 2018
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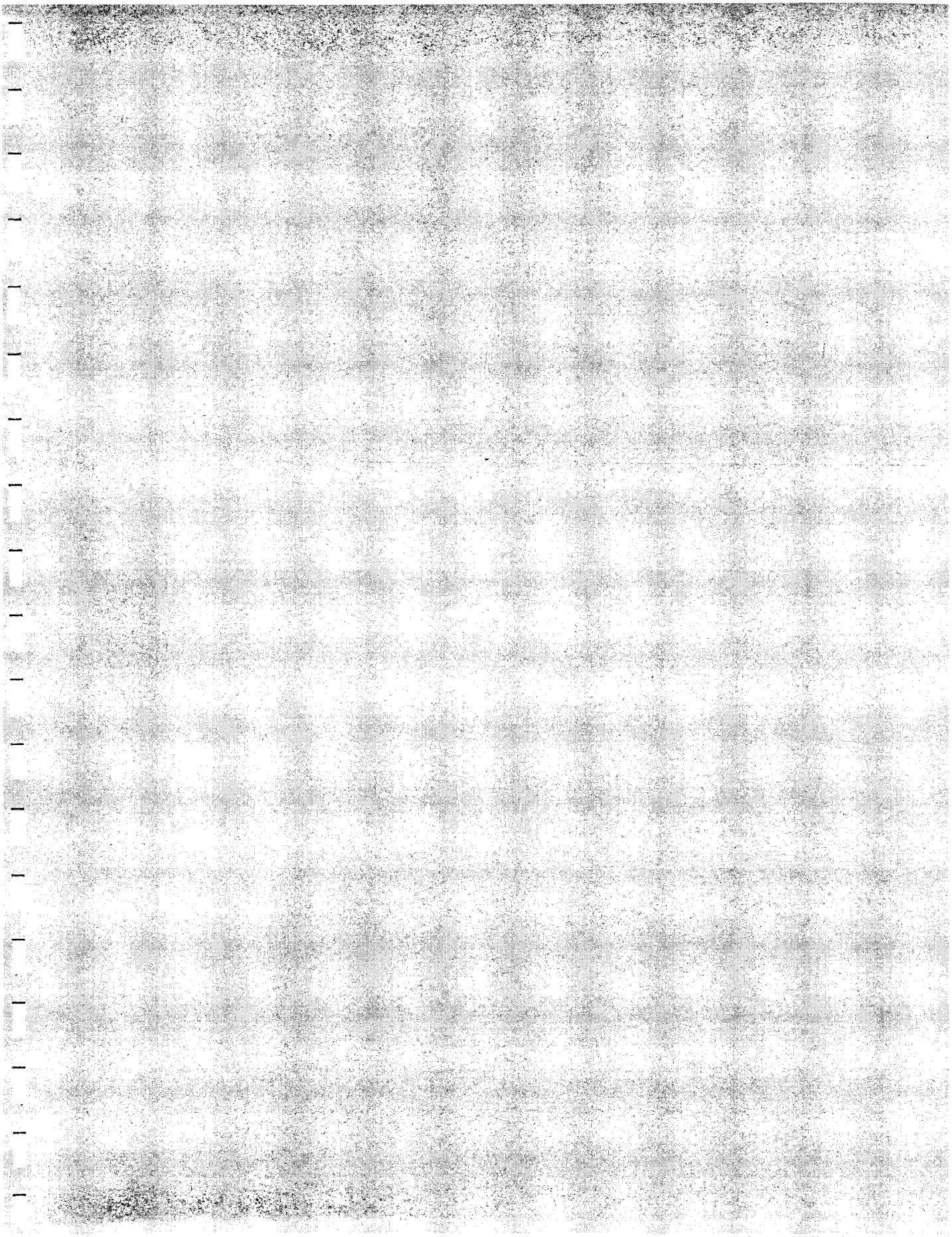

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION APPELLATE PANEL

Avery B. Wilkerson, Jr., Commissioner
R. Michael Campbell, II, Commissioner
T. Scott Beck, Commissioner

Appellate Case No.: 2018-000652
W.C.C. File No.: 1600686

Francisco Cedano Ramirez, Employee, Appellant,

v.

May River Roofing, Inc. Employer, and American Zurich Insurance Co., Carrier, and Cedano Roofing, Employer, and Travelers Property & Casualty Co., Carrier,

Of which May River Roofing, Inc., American Zurich Insurance Co., and Travelers Property & Casualty Co. are Respondents.

FINAL BRIEF OF RESPONDENTS

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STATEMENT OF ISSUES ON APPEAL

1. Did the Appellate Panel err in finding Claimant's January 18, 2016, accident and injuries are not compensable under Cedano Roofing's insurance policy with Travelers' insurance?
2. Did the Appellate Panel err in finding Claimant's January 18, 2016, accident and injuries are not compensable under May River Roofing's insurance policy with Zurich as Claimant is not a direct employee of May River Roofing?
3. Did the Appellate Panel err in finding Claimant's January 18, 2016, accident and injuries are not compensable under May River Roofing's insurance policy with Zurich as Claimant is not a statutory employee of May River Roofing?
4. Did the Appellate Panel err in finding that the parties stipulated to Claimant's applicable average weekly wage and compensation rate and in ordering same without analysis of the issue?

STATEMENT OF THE CASE

Commissioner Gene McCaskill ("Single Commissioner") heard this matter on November 17, 2016, in Columbia, South Carolina after Claimant filed two claims arising out of the same January 18, 2016, incident. Claimant named May River Roofing, Inc. (hereinafter "May River") and Cedano Roofing as defendants/employers. Claimant filed one claim against the insurance policy for May River alleging that he should have coverage under its policy. This claim was assigned SC WCC No. 1600686. May River and its Carrier, American Zurich Insurance Company ("Zurich") denied the claim on the grounds that Claimant was an independent contractor and that it collected a certificate of insurance from Claimant covering his business, Cedano Roofing, thereby insulating May River. Claimant filed a second claim, assigned SC WCC No. 1608257, against his own company, Cedano Roofing, and its Carrier, Travelers Property Casualty Company of America ("Travelers"). Claimant's requested that the claims be consolidated under SC WCC NO. 1600686, and SC WCC No. 1608257 was closed.

In an Order dated May 23, 2017 ("Order"), the Single Commissioner found Claimant was

performing work at the time of the accident that met the requirements under the Act for a compensable accident. However, based on the preponderance of the evidence, the Single Commissioner concluded Claimant was an independent contractor, was not an employee of May River, and did not include himself in the workers' compensation coverage purchased for his company.

Claimant filed a Form 30, *Request for Commission Review*, dated June 5, 2017, asserting sixty-seven (67) alleged errors in the Single Commissioner's Findings of Fact and Conclusions of Law. Specifically, Claimant alleged the Single Commissioner erred in finding: 1) Claimant is not covered under his own Travelers insurance policy; 2) Claimant is not covered under May River Roofing's insurance policy with American Zurich as a direct employee of May River Roofing; and 3) Claimant is not covered under May River Roofing's insurance policy with American Zurich as a statutory employee of May River Roofing.

After oral argument on January 22, 2018, the Full Commission issued an Order on March 30, 2018, affirming the Order of the Single Commissioner. The Full Commission concluded Claimant was a sole proprietor who was not included under Cedano Roofing's workers compensation policy; Claimant is not an employee of May River; and Claimant is not a statutory employee of May River. Claimant filed his Notice of Appeal with the clerk of the Court of Appeals on April 6, 2018.

STANDARD OF REVIEW

"The Administrative Procedures Act (APA) provides the standard for judicial review of decisions by the [Appellate Panel]." *Pierre v. Seaside Farms, Inc.*, 386 S.C. 534, 540, 689 S.E.2d 615, 618 (2010); *accord Lark v. Bi–Lo, Inc.*, 276 S.C. 130, 133–34, 276 S.E.2d 304, 306 (1981). Upon review in South Carolina, a decision of an administrative agency should be affirmed unless

that decision is clearly erroneous in view of the reliable, probative and substantial evidence on the record as a whole. S.C.Code Ann. § 1-23-380(g)(6)(1976); *Lark v. Bi-Lo*, Inc., 276 S.C. at 136; 276 S.E. 2d at 307. The court reviewing the agency's decision should not substitute its own findings of fact for those of the agency nor should the court substitute its judgment for that of the agency as to the weight of the evidence. *Tobey v. L&P Const. Co.*, 296 S.C. 122, 370 S.E.2d 897 (Ct. App. 1988).

"Substantial evidence is evidence which, considering the record as a whole, would allow reasonable minds to reach the conclusion that the administrative agency reached to justify its decision." *Howell v. Pacific Columbia Mills*, 291 S.C. 469, 471, 354 S.E.2d 384, 385 (1987). The substantial evidence rule means that the court will not overturn findings of fact by an administrative agency unless there is no reasonable probability that the fact could be as related by the witness upon whose testimony the finding was based. *Lark v. Bi-Lo, Inc.*, 276 S.C. at 136; 276 S.E. 2d at 307. When factual findings are supported by substantial evidence, analogous to a jury's finding of fact on disputed issues, it is not within the appellate court's purview to reverse those findings. *Hunter v. Patrick Const. Co.*, 289 S.C. 46, 47, 344 S.E.2d 613, 614 (1986).

STATEMENT OF FACTS

Francisco Cedano Ramirez ("Claimant") was born in Mexico, and has lived in South Carolina for 20 years. (R. p. 95, lines 2-3). He resides in Hilton Head, South Carolina with his wife and four children. He has worked in roofing for approximately 20 years. (R. p. 95, lines 4-12). Claimant started his own company approximately 4 years ago. (R. p. 108, lines 22-25). Cedano Roofing is a sole proprietorship, with the sole proprietor being Claimant. Claimant used to work for

Pana Roofing, and he purchased workers' compensation insurance at that time. (R. p. 110, lines 7-13).

Ms. Leslie Sandoval works as the office manager for May River Roofing, a position she has held for two (2) years. (R. p. 118, lines 16-24). Her father, Antonio Sandoval, has owned May River for twelve (12) years, and Ms. Sandoval has worked there for eight (8) years. (R. p. 118, lines 17-21). Claimant testified he met Antonio Sandoval, approximately 3 years ago, and Sandoval invited Claimant to work with him. (R. p. 95, lines 13-24). However, Claimant testified Sandoval told him he needed to get insurance to be able to work with him. (R. p. 95, lines 18-22).

Ms. Isabelle Diaz is employed by PC & L Agency Insurance Company, where she sells insurance. (R. p. 73, line 23-p. 74, line 2). She has been employed there for 15 years and has sold workers' compensation insurance. (R. p. 74, lines 3-7). Ms. Diaz explained that when someone comes in to her office to obtain a workers' compensation policy, she has to have an estimate of their payroll to give them a quote. (R. p. 74, lines 8-24). If they do not have a payroll, Ms. Diaz always explains to them before and after she sells the policy that if they are a sole proprietorship, they are always excluded. (R. p. 74, line 20-p. 75, line 2). Ms. Diaz always points this exclusion out because she wants to make sure they understand that they always have a choice to cover themselves, but they will have a higher premium if they elect to cover themselves. (R. p. 75, lines 3-9). Ms. Diaz explains the exclusion issue to everyone, but especially those that work in roofing because they work in a dangerous situation, and if they decide to be excluded and something happens to them, there will not be any coverage. (R. p. 76, lines 3-12). She cannot force them to choose to be included. Counseling people in this manner is part of Ms. Diaz' regular job duties, and Spanish is her first language. (R. p. 75, lines 10-18).

Ms. Diaz testified that if you have a high payroll, a lot of companies will provide coverage. However, for roofers, it can be difficult to find a company to write the policy. (R. p. 80, lines 8-10). She also explained that a ghost policy is used by a lot of people and that is where you do not have any employees. The owners of the businesses also exclude themselves from coverage with ghost policies. (R. p. 80, lines 15-23).

In May of 2014, after Claimant had the conversation with Sandoval that he needed to get his own workers' compensation insurance policy, he went to PC&L and purchased a policy. (R. p. 109, lines 5-12). Ms. Diaz recalled working with Claimant to set up his policy. Ms. Diaz had the exclusion conversation with Claimant and he decided not to be included. (R. p. 76, lines 3-23). Claimant told Ms. Diaz he had no employees or payroll, and he purchased a ghost policy. (R. p. 80, line 24-p. 81, line 7).

Ms. Diaz elaborated as to how Claimant knew he was excluded from coverage. She explained she would try to make sure her customers understood by making a kind of joke that if they fell or something happened, they should just say oops, get up and get going because the policy was not going to cover them. (R. p. 82, lines 4-23). She stated they always have a choice and can add the coverage at any time to the policy. However, when she explains how much they are going to pay per 100, they decline it, and she cannot force anyone to be included. (R. p. 82, line 23-p. 83, line 9).

After Claimant obtained insurance, he began working with May River about three years ago. (R. p. 95, lines 15-24). Ms. Sandoval testified that at the end of the year, subcontractors get their 1099s, and Claimant received a 1099 each year that he worked for May River. (R. p. 124, lines 6-15). Claimant agreed that he received a 1099 from May River and that he gave that to the person to prepare his taxes. (R. p. 107, lines 17-21). Claimant testified he deducted his work expenses from

his 2015 income taxes for some of his tools, his gas, and special shoes and clothing. (R. p. 115, lines 6-18).

When May River hires a new subcontractor, they request insurance information from them. (R. p. 123, line 24-p. 124, line 5). Ms. Sandoval testified May River would request certificates of insurance from its subcontractors and that Claimant had workers' compensation coverage in place the entire time he worked for May River. (R. p. 127, line 6-p. 128, line 4). Ms. Sandoval testified she knew Claimant was insured on the date of the accident because they routinely check insurance. When someone's insurance has been cancelled, the insurance agency sends them a certificate letting them know it has been cancelled. (R. p. 129, lines 16-22). Ms. Sandoval testified her responsibility was to make sure Claimant had workers' compensation and general liability insurance. (R. p. 131, lines 19-21). Ms. Sandoval also testified that beginning on June 2, 2015, May River received a copy of Cedano Roofing's certificate of insurance on a bi-monthly basis from his insurance agency, PC & L. (R. p. 265, lines 18-25).

Claimant testified he and May River had contracts for many jobs that would last three to four days. (R. p. 259, lines 14-15). Claimant testified that once he finishes a job, he is paid the following week and he is paid $25 per hour. (R. p. 97, lines 5-11). He stated that normally when he went to a house, he had a set amount that he knew ahead of time he was going to be paid for that job. If there was anything extra, Sandoval would pay him by the hour. (R. p. 100, lines 5-11). Claimant testified he did not have a fixed salary and that May River had the ability to fire him. (R. p. 101, lines 2-9). Claimant testified Sandoval would sometimes pay him by the job and sometimes by the square. If there was a repair, Sandoval would pay him $25 per hour. (R. p. 102, lines 2-17). When Claimant first began working for Sandoval, he made $55 per 10 x 10 square of roofing laid and that was later

increased to $60 per square. (R. p. lines 13-16). Ms. Sandoval confirmed Claimant negotiated an increase in his rate per square from $55.00 to $60.00 and his rate was higher than what May River paid its other subcontractors. (R. p. 274, lines 10-24).

Ms. Sandoval or Antonio Sandoval would measure the roof and order the appropriate number of squares for each job. (R. p. 120, lines 19-24). Ms. Sandoval testified Claimant would know the amount of squares a job would entail before he went to a job, so he would know how much money he could expect to make from that job before he started. (R. p. 121, lines 2-8). There were also times when Claimant would get to a jobsite and determine he needed more money for the job because it was a three story house or really pitched, so he would negotiate for his payment on a job-by-job basis. (R. p. 121, lines 8-12). When he did a repair job, he would report how many squares it was and how long he stayed on the repair to May River. (R. p. 113, lines 10-14). Ms. Sandoval would receive emails from Claimant for payment and she would cut the checks. Sometimes she would have to get her father involved when the math did not add up. She testified the price for each job is calculated per square. (R. p. 119, lines 14-23). Ms. Sandoval stated she would measure the roof for the job, come up with the amount of squares needed, have that number of squares delivered for the job, and then Claimant would invoice May River indicating how many squares he installed. (R. p. 275, sub p. 50, lines 8-16). Ms. Sandoval did not agree that Claimant was paid $25.00 per hour for roofing repairs. She stated Claimant invoices May River for a total amount for each repair and there is never an hourly amount stated, so she believes he must be estimating that amount. (R. p. 268, sub p. 24, lines 5-22). Ms. Sandoval testified there were times when Claimant would do five repairs in one day. (R. p. 133, lines 2-3).

Claimant stated the shingles, nails and other materials for the jobs are provided by May River. (R. p. 97, lines 12-14). Claimant testified he provided his car, his air compressor, his nail gun and his pouch and other tools for jobs. Claimant said he had his own ladder, but Sandoval would lend him a ladder anyway. (R. p. 104, lines 2-16). Claimant testified he provided his own transportation to and from work. (R. p. 108, lines 17-20). Ms. Sandoval testified Claimant was a subcontractor of May River and that they do not know what equipment subcontractors need for jobs, what cars they use or what people they have. They just contact the subcontractors about the job and they get it done. (R. p. 121, line 19-p. 122, line 18). When a job was too big, Claimant would get someone to help him and he would pay that person out of the money he received for the job. (R. p. 104, line 19-p. 105, line 13). Claimant testified he was not paid more per square when he had someone else helping him on the job. (R. p. 104, line 25-p. 105, line 11).

Ms. Sandoval testified she or Mr. Sandoval would rarely go to jobsites when Claimant was working because he had been working with May River for two years and they trusted him. (R. p. 277, sub p. 59, lines 17-22; sub p. 60, line 22-sub p. 61, line 4). She stated her father, Antonio Sandoval, did not supervise Claimant's work but would go to the jobsites once they were completed. (R. p. 265, sub p. 11, lines 2-8). Ms. Sandoval testified her only contact with Claimant is when he sends his invoice, when she sends him the work orders and when she pays him. (R. p. 265, sub p. 10, lines 24-25). Claimant testified Mr. Sandoval was the one who supervised him, but only on occasion. (R. p. 113, lines 19-24). He agreed that Mr. Sandoval trusted him to do the job right and would only occasionally give him directions. (R. p. 114, lines 2-5). Claimant testified he was not given a specific day and time to start a job, he was not told what hours he had to work and he did not punch a time clock. (R. p. 114, line 6-p. 115, line 1).

Claimant testified Mr. Sandoval told him that if he worked for him, he could only work for him and no one else. (R. p. 96, lines 1-3). However, Ms. Sandoval testified May River preferred Claimant work exclusively for May River but there was no requirement that he do that. They would keep Claimant busy intentionally so that hopefully he would only work for them. (R. p. 124, lines 16-19). Claimant was free to decline jobs, which Claimant did in June when he stopped working for them. (R. p. 124, line 25-p. 125, line 12). Ms. Sandoval also testified May River does not have any kind of agreement with its subcontractors stating they cannot work anywhere else, so they are free to do whatever they want, but they keep them busy. (R. p. 268, sub p. 23, lines 1-16; p. 274, sub p. 49, lines 12-13).

Claimant said he also had to wear Sandoval's t-shirts and use a company sign on his car. (R. p. 96, lines 3-7). Ms. Sandoval testified May River gives out t-shirts as the only form of advertising it does and the t-shirts are given to other people besides those that work on their jobsites, including people at company sponsored community events. (R. p. 125, line 20-p. 126, line 13). Ms. Sandoval testified May River gives out about ten (10) shirts per week and they sometimes does not even meet the people the shirts are given to. May River's landlord has a shirt, and shirts are given to clients. (R. p. 264, sub p. 7, lines 2-7).

At one time, May River classified its workers as employees but stopped using employees because they were very irresponsible and they had a lot of problems with them. Ms. Sandoval testified they still have a few employees such as drivers and people who do small repairs. (R. p. 122, line 19-p. 123, line 1). She testified they found that company owners care about their business and are very responsible. She further testified Claimant was probably one of the best people they had because he always got the job done correctly and his invoices were on time. (R. p. 123, lines 2-10).

Ms. Sandoval testified they used to classify their roofers as employees and have them on payroll, but as of January 2016, all of the roofers working for May River were subcontractors. (R. p. lines 14-23). While May River does have a few employees, none of those are roofers. May River changed from only having roofer employees to having subcontractors. (R. p. 133, lines 10-16; p. 134, lines 6-10). They switched to subcontractors because when the owner of the company is up on the roof, he makes sure the work is done correctly because he has his own insurance and he does not want to risk that. (R. p. 134, line 16-p. 135, line 3).

Ms. Sandoval testified that May River has had situations where roofing subcontractors have gone to jobs and decided they would not do them so May River was forced to delay the jobs for several weeks. (R. p. 140, line 25-p. 141, line 7). Ms. Sandoval testified that when they do not have enough roofing subcontractor crews to do a roofing job, they have to delay the work. There have been times when they have been booked out four months because they do not have enough crews. (R. p. 134, lines 2-5). She stated that if these roofers were May River employees, they would have to do the jobs because they were getting paid by the hour and it was their job. Additionally, the subcontractors are paid by the amount of work they get done, so it is important for them to do it fast and right. Further, if the roofers were employees, May River would have to hire a supervisor to be on site all the time and hire a cleanup crew. With a subcontractor, that is not necessary because the subcontractor handles the project from beginning to end. (R. p. 141, lines 6-24).

Ms. Sandoval testified there are written contracts signed in advance for big projects. For smaller projects, Claimant would sign the contract after the job, whenever he came in to pick up his check. (R. p. 273, sub p. 43, line 22 – sub p. 44, line 7.) Claimant signed an agreement on the bottom of his pay stub for this job stating he had workers' compensation and general liability

insurance and issuing a three-year warranty in case there was something wrong with the project. (R. p. 272, sub p. 41, line 2-p. 273, sub p. 42, line 3). Ms. Sandoval explained that doing any paperwork was tedious and time consuming for their subcontractors since they had their own business and needed to be working to get paid. (R. p. 274, sub p. 48, lines 2-21). May River had the subcontractors sign the hardcopy contracts for smaller jobs whenever they came into the office to save them time instead of having to drive to the May River office for every change that arose at the job site. (R. p. 273, sub p. 44, lines 2-7).

May River contracted with Anchor Construction to perform roofing work for a residential home in Bull Point, a subdivision in Beaufort, South Carolina. (R. p. 264, sub p. 8, line 16-sub p. 9, line 2). May River subcontracted part of the roof installation work to Cedano Roofing. (R. p. 265, lines 14-20). On January 18, 2016, Claimant was working on the Bull Point property. (R. p. 97, line 19-p. 98, line 2). Claimant fell from a ladder, sustaining physical injuries. (R. p. 98, lines 15-20).

Ms. Diaz testified her agency knew about Appellant/Claimant's injuries and they told him his injuries were not covered under his policy. She stated she looked at his application to make that determination. (R. p. 84, lines 18-25). Ms. Diaz explained that the May 30, 2014, application was the initial application and the policy renewed every year. (R. p. 87, lines 1-17). Ms. Diaz testified that while Appellant/ Claimant excluded himself from coverage and had no employees at the time he purchased the policy, the policy would cover anyone the insured hired for a day, an hour or even a minute. (R. p. 88, line 20-p. 89, line 7).

ARGUMENTS

I. THE APPELLATE PANEL CORRECTLY DETERMINED CLAIMANT'S JANUARY 18, 2016, ACCIDENT AND INJURIES ARE NOT COMPENSABLE UNDER THE

TRAVELERS POLICY PURCHASED BY CEDANO ROOFING AS CLAIMANT WAS EXCLUDED FROM THAT COVERAGE.

a. The Unambiguous Language of the Policy Excludes Claimant from Coverage.

South Carolina law provides that "[i]nsurance policies are subject to the general rules of contract construction." *B.L.G. Enters., Inc. v. First Fin. Ins. Co.*, 334 S.C. 529, 535, 514 S.E.2d 327, 330 (1999). An insurer's obligation under a policy must be defined by the terms of the policy itself and cannot be enlarged by judicial construction. *S.C. Ins. Co. v. White*, 301 S.C. 133, 137, 390 S.E.2d 471, 474 (Ct. App. 1990). "When a contract is unambiguous, clear, and explicit, it must be construed according to the terms the parties have used." *B.L.G. Enters., Inc.*, 334 S.C. at 529, 514 S.E.2d at 330.

Here, the policy's plain language shows it affords no coverage for claimant's workers' compensation injury. Item 1. of the Information Page identifies the "INSURED" as "CEDANO RAMIREZ, FRANCISCO DBA CEDANO ROOFING & WOODWORKING." (R. p. 284). Sub-part A. of the "General Section" defines "you" as used in the policy as "the employer named in item 1 of the Information Page." (R. p. 286). The plain language of sub-part C. of this same section defines the term "workers compensation law" as the workers' compensation law of each state named in Item 3.A. of the Information page. (R. p. 286). Item 3.A. names South Carolina as the state to which sub-part C. applies. (R. p. 284).

Part One of the policy contains the insuring agreement detailing the "WORKERS COMPENSATION INSURANCE" coverage afforded by the policy. (R. pp. 286-287). Sub-part B. of Part One states that the insurer "will pay promptly when due the benefits required of you by the workers' compensation law." (R. p. 286). South Carolina law requires an employer to provide

benefits to an employee for injuries that arise out of the employment. S.C.Code Ann. § 42-1-160 (1976).

Sub-parts H.5. and H.6. of Part One of the policy further provide that the insurance afforded under the terms of the policy conform to the workers' compensation law to which the policy applies. (R. p. 287). This policy language comports with South Carolina's Workers' Compensation Act as Section 42-5-60 of the Act provides "[e]very policy for the insurance of the compensation provided in this Title or against liability therefore shall be deemed to be made subject to the provision of this Title." S.C.Code Ann. § 42-5-60 (1976).

Per the clear, unambiguous terms of the policy, the policy only covers liability of an employer for benefits due to an employee under the workers' compensation laws of South Carolina. To receive coverage, Claimant must first demonstrate that he is entitled to benefits under the workers' compensation laws of South Carolina. Establishing that he is an employee as defined by the Act is a necessary condition precedent to establishing entitlement to benefits under South Carolina law. "The claimant has the burden of proving facts sufficient to allow recovery under the Act." *Hall v. Desert Aire, Inc.*, 376 S.C. 338, 349, 656 S.E.2d 753, 759 (Ct. App. 2007).

The South Carolina Workers' Compensation Act clearly sets forth when a sole proprietor may be considered an employee and entitled to workers' compensation benefits.

> Any sole proprietor or partner of a business whose employees are eligible for benefits under this title may elect to be included as employees under the workers' compensation coverage of the business if they are actively engaged in the operation of the business and *if the insurer is notified of their election to be included.* Any sole proprietor or partner, upon this election, is entitled to employee benefits and is subject to employee responsibilities prescribed in this title.

S.C.Code Ann. 42-1-130 (1976) (emphasis added). The general rule is that a sole proprietor is not an

employee as defined by the Act, and as such, is excluded from any benefits afforded by the Act. *Id.* If a sole proprietor wishes to be included as an employee, thus availing himself of the protections afforded by the Act and the coverage provided by the workers' compensation policy he purchased for his employees, then he must elect to be included in the coverage. *Smith v. Squire Timber Co.*, 311 S.C. 321, 324-325, 428 S.E.2d 878, 880 (1993). A sole proprietor must act affirmatively to obtain coverage for himself. Absent such affirmative act, a sole proprietor is not an employee under South Carolina law, and if he is not an employee, then the sole proprietor as employer is not liable for any benefits to himself.

Here, Claimant offered no evidence showing he undertook affirmative action to secure coverage for himself. Claimant also offered no evidence showing that he notified Travelers that he wished to be included as an employee under the policy. Had claimant elected to include himself in coverage when he first obtained workers' compensation insurance or later notified Travelers that he wished to increase the coverage provided, the policy effective at the time of his accident would have included an amendatory endorsement identifying claimant as an employee, thus adding additional coverage beyond that afforded by the general terms of the policy. Lacking such endorsement, the policy by its terms provides no coverage. When the intention of the parties is clear, courts have no authority to torture the meaning of policy language to extend coverage. *S.C. Farm Bureau Mut. Ins. Co. v. Wilson*, 344 S.C. 525, 530, 544 S.E.2d 848, 850 (Ct. App. 2001).

Claimant's only argument is that "individual" means "employee." Claimant's argument that this terminology "individual" refers specifically to the Claimant himself, instead of his business, is contradictory to the very terms of the policy itself. The policy does cover Claimant but only as defined by the policy – namely as the employer. While any employees of the insured are covered,

the policy covers Claimant only in his business capacity as an employer, and not Claimant himself. The term "individual" cannot mean employee. Claimant's argument fails because it cannot be reconciled with other provisions of the policy or with S.C. Code Ann. § 42-1-130. Thus, this Court need look no further than the plain language of the policy, and the plain language mandates the denial of Claimant's claim as asserted against the workers' compensation policy issued by Travelers Property Casualty Company of America.

b. *Other Evidence Shows Claimant Actively Excluded Himself from Coverage.*

Not only does the plain language of the policy, read in conjunction with S.C. Code Ann. § 42-1-130, provide no coverage for claimant because he took no affirmative action to include himself under the coverage, the evidence shows Claimant took specific actions to exclude himself from coverage. Claimant manifested his intention to be excluded from the policy by marking himself as excluded in the Cedano Roofing application for insurance (R. p. 241). Claimant also testified that when he purchased a workers' compensation policy for his business, he did not purchase workers' compensation insurance for himself. (R. p. 255, sub p. 15, lines 10-13). Further, Isabelle Diaz ("Diaz"), Hispanic Business Specialist at PC&L, testified that she specifically recalls meeting with Claimant when he initially applied for coverage. (R. p. 76, lines 13-16). She spoke to Claimant in Spanish—his native language; she discussed the difference in premiums depending on whether Claimant chose to elect coverage for himself; she explained the consequences of not electing to cover himself under the policy; and she authenticated Claimant's signature on the application. (R. p. 74, line 8-p. 76, line 21; p. 82, line 8-p. 83, line 9.) Claimant knowingly opted for cheaper premiums and did not elect coverage by the "E" marked on the application under the column titled "INC/EXC." (R. p. 386). Claimant signed the application. (R. p. 389). Claimant conceded at oral argument

before the Full Commission that he did not elect coverage. (R. p. 43, line 16-p. 44, line 9).

Because Claimant failed to elect coverage and pay premiums to be covered under the Travelers policy, he is not eligible for benefits under it.

c. *Claimant's Argument That the Parol Evidence Rule Bars the Admission of Evidence Extrinsic to the Policy Lacks Legal Basis.*

Claimant alleges that "all information outside the subject written policy are subsumed by the contract and not relevant to the analysis of the claim."[1] (R. p. 560). Essentially, Claimant is arguing that the parol evidence rule should have barred the Commission from considering any evidence related to the insurance application or the testimony of Diaz when deciding whether Claimant is excluded from the Travelers policy. Claimant argues this because he is attempting to side-step his failure of meeting his burden of proving he qualifies as an employee under the Act by encouraging this Court to misinterpret the clear language of the policy. Claimant contends that Item 1. of the Information Page identifies him as the insured because it refers to the insured as an "individual." Claimant argues that means the policy covers any injuries he suffers personally. Claimant wants this Court to look only at his misinterpretation of language in the policy, because if this Court looks at the other evidence, this Court must conclude Claimant clearly did not want himself to be an employee when he purchased the policy.

Nonetheless, Claimant's argument that this evidence should not be considered is erroneous for three reasons. Generally speaking, the parol evidence rule provides that:

> If a writing, on its face, appears to express the whole agreement between the parties, parol evidence cannot be admitted to add another term thereto. *However, where a contract is silent as to a particular matter, and ambiguity thereby arises*, parol evidence may be admitted to supply the deficiency and establish the true intent.

1 Claimant likely relies on the following clause in the policy to support this argument: "The only agreements relating to this insurance are stated in this policy."

Columbia East Assocs. v. Bi-Lo, Inc., 299 S.C. 515, 519, 386 S.E.2d 259, 261 (Ct. App. 1989) (emphasis added); *accord Frewil, LLC v. Price*, 411 S.C. 525, 530, 769 S.E.2d 250, 253 (Ct. App. 2015).

First, the South Carolina Workers' Compensation Commission is not bound by the South Carolina Rules of Evidence: "*Except in proceedings before the Industrial Commission* the rules of evidence as applied in civil cases in the court of common pleas shall be followed." S.C.Code Ann. § 1-23-330 (1976) (emphasis added). *See also, Hamilton v. Bob Bennett Ford*, 339 S.C. 68, 70, 528 S.E.2d 667, 668 (2000) ("the Court of Appeals failed to recognize the fact that the South Carolina Rules of Evidence do not apply in proceedings before the Workers' Compensation commission"); *Ham v. Mullins Lumber Co.*, 193 S.C. 66, 7 S.E.2d 712 (1940) ("[g]reat liberality is exercised in permitting the introduction of evidence in proceedings under Workmen's Compensation Acts, . . ."). Given that the Commission is not bound by the Rules of Evidence, the parol evidence rule clearly is not relevant to this case.

Second, Travelers is not offering the evidence of Claimant's application or Diaz' testimony to add another term to the contract. As demonstrated above, the Court need look no further than the policy language itself to determine the scope of coverage provided, and determine that coverage does not extend to Claimant. Rather, Travelers offers the evidence to show Claimant never intended to be an employee of his company for purposes of a workers' compensation policy. The policy itself is unambiguous in that it clearly provides that it will only cover injuries to the employees of the employer. Nonetheless, to determine whether Claimant's claim falls within coverage, this Court must look to the facts established by the evidence admitted in the case to decide if Claimant was an

employee under the policy. The documentary evidence regarding Claimant's insurance application and the testimony of Diaz constitute the only evidence of record on the question whether Claimant is an employee. If Claimant had evidence to the contrary that tended to show he did qualify as an employee, he should have offered it, and in that instance, the Commission could consider it when determining whether Claimant's claim falls within the scope of coverage. As the matter stands presently, if this Court considers the evidence presented, Claimant's claim must fail. Alternatively, if this Court disregards the documentary and testimonial evidence, Claimant's claim still must fail as he cannot meet his burden of proving his status as an employee otherwise.

Finally, if this Court finds the term "individual" is not defined or is ambiguous as to Claimant's coverage as an employee, it was certainly permissible for the Commission to admit parol evidence to clarify the contract and discover the true intent of the parties. *See Columbia East Assocs.*, 299 S.C. at 519-20, 386 S.E.2d at 261. Regardless, the evidence should not be excluded.

As argued above, the clear language of the policy indicates Claimant is not under its coverage and this Court must deny Claimant's claim as asserted against the workers' compensation policy issued by Travelers Property Casualty Company of America. Furthermore, Claimant's own actions demonstrate he actively chose to exclude himself from coverage under the policy.

II. THE APPELLATE PANEL CORRECTLY DETERMINED CLAIMANT'S JANUARY 18, 2016, ACCIDENT AND INJURIES ARE NOT COMPENSABLE UNDER MAY RIVER'S INSURANCE POLICY WITH ZURICH AS CLAIMANT WAS NOT A DIRECT EMPLOYEE OF MAY RIVER.

Claimant is not covered under May River's workers' compensation policy because he is not a direct employee of May River. Only employees are covered under the South Carolina Workers' Compensation Act; generally, independent contractors are not. *Smith v. Squire Timber Co.*, 311 S.C.

321, 324, 428 S.E.2d 878, 880 (1993). The burden of proving an employee-employer relationship is on the claimant, and the claimant must show such a relationship by the greater weight of the evidence. *Lewis v. L.B. Dynasty*, 411 S.C. 637, 641, 770 S.E.2d 393, 395 (2015). May River and Zurich argue that the simple fact that May River required Claimant to provide his own certificate of insurance is sufficient proof that Claimant was an independent contractor and not an employee. Beyond that inquiry, four other factors are relevant in determining whether a claimant is an employee or an independent contractor:

> (1) The employer's right to exercise or the actual exercise of control over the details of the work and how it is performed; (2) the method of payment; (3) who furnishes the equipment; and (4) the employer's right to terminate the employment.

See, e.g., *Farrar v. D.W. Daniel High Sch.*, 309 S.C. 523, 524, 424 S.E.2d 543, 544 (Ct. App. 1992). These four factors are to be "evaluated in an evenhanded manner" in making the determination whether a claimant is an employee or an independent contractor. *Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co.*, 382 S.C. 295, 307, 676 S.E.2d 700, 706 (2009). The mere presence of one of these factors is not dispositive of an employee-employer relationship. *Lewis v. L.B. Dynasty*, 411 S.C. at 642, 770 S.E.2d at 395.

a. *Right to Exercise or Exercise of Control*

May River's control over Claimant did not exemplify the control that an employer has over an employee. Typically, for any given project, May River only interacted with Claimant when it submitted the work order to him and received an invoice from him. (R. p. 119, lines 14-15). Primarily, Claimant had free reign to work how and when he desired. Claimant set his own work hours and days and did not punch a time clock. (R. p. 114, line 2-p. 115, line 1). Claimant was not supervised: instead, May River would only visit a job site once the project was completed to ensure

the work had been performed. (R. p. 265, sub. p. 11, lines 2-6). May River relied on Claimant to get the job done timely and correctly. (R. p. 114, lines 2-5; R. p. 141, lines 12-24). May River did not supervise the amount of work Claimant performed: instead, May River relied on invoices submitted by Claimant to determine remuneration for a given project. (R. p. 113, lines 4-14; p. 119, lines 12-15). Additionally, Claimant was free to negotiate for additional payment once he saw the job he was assigned by the work order and was able to decline jobs if he chose to. (R. p. 121, lines 8-18; p. 124, line 25-p. 125, line 4). Claimant was not required to check in with May River nor keep it apprised of his schedule; instead, Claimant created his own schedule—he was "on his own time." (R. p. 114, line 9-p. 115, line 1). Claimant was trusted to do the job right and only occasionally received instruction from anyone at May River. (R. p. 114, lines 2-5). Finally, Claimant chose his own employees, without requiring the approval of May River. (R. p. 104, lines 19-22; p. 122, lines 15-17). Indeed, it was Claimant who paid his employees, not May River, who did not know what if any employees Claimant had and had no part in selecting Claimant's workers. (R. p. 104, lines 21-24; p. 122, lines 15-17). May River preferred Claimant work only for them and they tried to keep him busy so he would do so but there was no specific requirement. (R. p. 124, lines 16-24; p. 268, lines 1-16).

While May River gave its subcontractors t-shirts with its logo to wear, this was solely for advertisement purposes, and subcontractors would also wear t-shirts displaying logos of other companies. (R. p. 125, line 20-p. 126, line 19). To that end, May River also provided t-shirts as gifts in great abundance including but not limited to May River's landlord, its clients, staff, subcontractors, and even people it had not met such as when the company sponsored a community event. (R. p. 126, lines 2-15; p. 264, sub p. 7, lines 2-7).

b. *Method of Payment*

Turning to the method of payment prong, May River did not pay Claimant in a way that typified an employee-employer relationship. May River and Claimant negotiated a contractual price per 10 x 10 square of roofing laid, and Claimant would invoice May River for any repairs performed (amounting to approximately $25/hour), (R. p. 102, line 13-p. 103, line 16; p. 113, lines 4-14; p. 119, lines 21-23; p. 268, sub p. 23, line 23-sub p. 24, line 22). As such, Claimant knew exactly what he was going to be paid for each job before he began it because he knew the number of squares a job would entail once he received the work order. (R. p. 100, lines 8-11; p. 121, lines 2-8). Claimant negotiated his rate per square from $55.00 to $60.00, which was higher than what May River paid its other subcontractors. (R. p. 103, lines 15-16; p. 274, sub p. 49, lines 10-24). Payments were not paid on any regular interval: May River would pay Claimant by check the week after a job was completed. (R. p. 97, lines 3-6). Then, Claimant would pay his employees out of the money he received from May River for the jobs. (R. p. 104, lines 21-24). May River did not withhold any employee deductions from Claimant's pay. May River issued Claimant a 1099 each year he worked for them, which Claimant turned around and used to file taxes in the name of his business, Cedano Roofing. (R. p. 107, lines 17-21; p. 124, lines 9-15). As such, Claimant's method of payment by May River indicates he was an independent contractor and not an employee.

c. *Furnishing of Equipment*

The equipment provided to Claimant does not indicate that an employee-employer relationship existed. Claimant procured all of the tools/equipment required to complete the job: truck, air compressor, nail gun, tool pouch, hammer, razors, etc. (R. p. 104, lines 2-16; p. 108, lines 18-20). Meanwhile, May River, at most, acted as a vendor in supplying materials to Cedano Roofing for the jobs. May River would provide only those materials for which it would bill the ultimate

client; for instance, it would provide shingles, paper, plastic, caps and flashing. (R. p. 97, lines 12-14). Therefore, Claimant's furnishing of his own equipment indicates he was an independent contractor, rather than an employee.

d. *Right to Terminate Employment*

Finally, May River did not have the right to terminate Claimant without incurring breach of contract. May River and Claimant contract for every job. For larger projects, the contract is signed prior to the work; for smaller projects, the contract is signed after the work is completed. (R. p. 265, sub p. 12, line 20-sub p. 21, line 8). May River decided on this system to save its subcontractors time—instead of having to drive to the May River office for every change that arose at the job site, the hardcopy contract was formalized at the end of smaller jobs. (R. p. 272, sub p. 41, lines 2-24).

Despite Claimant's claim to the contrary, this system of contracting did not permit May River to terminate Claimant. If May River decided to terminate Claimant, it would incur a breach of contract. This arrangement is paradigmatic of an independent contractor relationship.

e. *Other Factors*

Although not falling strictly within the four-prong analysis, other factors demonstrate Claimant was acting as an independent contractor as opposed to an employee for May River. Claimant filed taxes for his business and represented Cedano Roofing to the state and federal government as a distinct legal entity for tax purposes. In addition, Claimant purchased workers' compensation insurance for the business, from which he knowingly excluded himself. All things considered, in analyzing the four prongs of the employee-independent contractor test and in light of other factors, the evidence demonstrates Claimant was an independent contractor, not an employee of May River.

III. THE APPELLATE PANEL CORRECTLY DETERMINED CLAIMANT'S JANUARY 18, 2016, ACCIDENT AND INJURIES ARE NOT COMPENSABLE UNDER MAY RIVER'S INSURANCE POLICY WITH ZURICH AS CLAIMANT IS NOT A STATUTORY EMPLOYEE OF MAY RIVER.

The statutory employer doctrine in the Workers Compensation Act is intended to prevent employers from evading liability for workers' compensation benefits arising in the course of employment via subcontracting work. *Glass v. Dow Chem. Co.*, 325 S.C. 198, 201, 482 S.E.2d 49, 50 n.1 (1997). In furtherance of this goal, the Act created the concept of the statutory employer/employee: "those who do not employ the plaintiff but are treated as if they did." *Eades v. U.S.*, 168 F.3d 481 (4th Cir. 1999). This mechanism operates as follows:

> When any person, in this section and Sections 42-1-420 and 42-1-430 referred to as "owner," undertakes to perform or execute any work which is a part of his trade, business or occupation and contracts with any other person (in this section and Sections 42-1-420 to 42-1-450 referred to as "subcontractor") for the execution or performance by or under such subcontractor of the whole or any part of the work undertaken by such owner, the owner shall be liable to pay to any workman employed in the work any compensation under this title which he would have been liable to pay if the workman had been immediately employed by him.

S.C.Code Ann. § 42-1-400 (1976).

a. Claimant Cannot Recover as a Statutory Employee Because He is an Independent Contractor Who Excluded Himself Under His Own Coverage.

If the Claimant is considered a statutory employee of May River, May River is not liable because Cedano Roofing notified it of coverage pursuant to S.C. Code Ann. § 42-1-415. An up-stream contractor is relieved of liability if the down-stream subcontractor represents to it that the subcontractor is insured:

> Notwithstanding any other provision of law, upon the submission of documentation to the commission that a contractor or subcontractor has represented himself to a higher tier subcontractor, contractor, or project owner as having workers' compensation insurance at the time the contractor or subcontractor was engaged to perform work, the higher tier subcontractor, contractor, or project owner must be relieved of any and all liability under this title except as specifically provided in this section.

S.C.Code Ann. 42-1-415 (1976). A Certificate of Insurance is sufficient to satisfy this purpose. 21 S.C.Code Ann.Regs. 67-415 (Supp. 2010). Here, Cedano Roofing represented to May River it had workers' compensation insurance. (R. p. 109, lines 5-12; p. 126, line 20-p. 127, line 5; p. 254, sub p. 13, line 24-p. 255, sub p. 14, line 4). Beginning on June 2, 2015, Cedano Roofing's agent, PC&L, would automatically send May River a Certificate of Insurance for Cedano Roofing's workers' compensation policy bi-monthly. (R. p. 265, sub p. 13, line 18-p. 266, sub p. 17, line 10).

Had one of Claimant's workers been injured, coverage would exist under his policy. His company had coverage and May River relied on that coverage. There is no downstream contractor without coverage in this instance. Rather, there is coverage for the independent contractor who simply chose not to include himself as an employee under his own policy. The notion that S.C. Code Ann. §42-1-415 should not apply in this instance because Claimant did not hand May River a copy of his Certificate of Insurance but instead it was obtained directly from Claimant's insurance agent, PC&L, is absurd. Claimant was continuously performing jobs for May River, so he was always engaged to perform work within the meaning of the statute. As long as May River had a valid Certificate of Insurance and had not been notified of cancellation of Claimant's coverage, May River was in compliance with S.C. Code Ann. §42-1-415. Therefore, if Claimant is considered a statutory employee, May River is relieved of liability under S.C. Code Ann. §42-1-415 because Cedano Roofing had coverage.

b. The Statutory Employer Doctrine Does Not Apply Because Claimant Excluded Himself From Cedano Roofing's Workers' Compensation Policy.

A sole proprietor is not automatically covered under the Act.[2] As such, a sole proprietor must affirmatively elect coverage as set out by S.C. Code Ann. § 42-1-130—by (1) being active in the business, and (2) notifying the insurer of the election to be included. Although independent contractors are not included in the Workers' Compensation Act, and therefore, cannot be statutory employees, the Supreme Court of South Carolina has created a "narrow exception" to this rule "by allowing an independent contractor or subcontractor to become an 'employee' by electing coverage under [its own] business's workers' compensation benefits." *Smith v. Squire Timber Co.*, 311 S.C. 321, 324–25, 428 S.E.2d 878, 880 (1993) (citing *Smith v. T.H. Snipes & Sons, Inc.*, 306 S.C. 289, 290–91, 411 S.E.2d 439, 440 (1991) and *Carver v. Bill Pridemore & Co.*, 278 S.C. 235, 294 S.E.2d 419 (1982)). However, in *Squires Timber*, the Court held this exception only applied to independent contractors who elected coverage under § 42-1-130; that is, it cannot apply when the Claimant fails to elect coverage under that section. *Squire Timber Co.*, 31.C. at 324–25, 428 S.E.2d at 880.

Here, Claimant does not fall within the narrow exception created because Claimant affirmatively excluded himself from coverage, as manifested in his company's policy and the application for insurance. PC&L's Workers' Compensation Application makes clear Claimant's intent to be excluded from coverage. (R. p. 386). Additionally, Diaz specifically remembers apprising Claimant in Spanish of the consequences of this choice. (R. p. 74, line 20-p. 76, line 16). Moreover, Claimant's Certificate of Insurance further acknowledges Claimant's decision to exclude himself from coverage, as it specifically states that the Cedano Roofing proprietor is excluded. (R. p.

2 "Sole proprietors ... are not automatically included under workers' compensation insurance." South Carolina Workers' Compensation Commission, Frequently Asked Questions, http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx (last visited Nov. 30, 2016).

301). Therefore, Claimant cannot be considered a statutory employee because he is an independent contractor who failed to elect to be covered under S.C. Code Ann. §42-1-130.

c. *Permitting Claimant to Exclude Himself Under His Company's Policy, and Allowing Him to Recover Under the Statutory Employer Doctrine, Would Subvert the Spirit of the Statutory Employer Doctrine.*

The statutory employer doctrine was created to protect the employees of subcontractors, who cannot dictate whether their employer purchases coverage. However, sole proprietors can decide to purchase coverage and decide what that coverage entails. Here, Claimant purchased Cedano Roofing's coverage and decided to exclude himself from it. It would subvert the legislature's intent to allow Claimant to exclude himself under Cedano Roofing's workers' compensation policy and allow him to recover under May River's policy. Claimant made the decision to exclude himself from his policy, thereby reaping the benefit of paying a lower premium. It would be unjust then to allow Claimant to recover under May River's policy and thereby increase May River's premium.

IV. THE APPELLATE PANEL CORRECTLY DETERMINED THE PARTIES STIPULATED TO CLAIMANT'S APPLICABLE AVERAGE WEEKLY WAGE AND COMPENSATION RATE AND IN ORDERING SAME.

Claimant asserts the Appellate Panel erred in Stipulation No. 4, which is actually Stipulation No. 3, when it provided that the parties stipulated that Claimant's average weekly wage was $769.35 with a resulting compensation rate of $512.93. In order to preserve an issue for appellate review, the issue must have been raised to and ruled upon by the trial court. *Holy Loch Distrib., Inc. v. Hitchcock*, 340 S.C. 20, 24 531 S.E.2d 282, 284 (2000). In order for an issue to be properly presented for appeal, appellant's brief must set forth the issue in the statement of issues on appeal. *Langehans v. Smith*, 347 S.C. 348, 351, 554 S.E.2d 681, 683 (Ct. App. 2001). An appellate brief must be divided into as many parts as there are issues to be argued, and an issue is not preserved for

appeal if appellant's brief does not conform to these requirements. Id. Further, it is an error for the appellate court to consider issues not properly raised to it. *Id.*

While Claimant listed the average weekly wage and compensation rate stipulation as one of his grounds for appeal in his "Conclusions of Law That are Erroneous" section in his Request for Commission Review filed on June 5, 2017, Claimant did not set forth this issue in his "Questions Presented" in his Appellant's Brief filed with the Full Commission on December 15, 2017. No argument concerning the average weekly wage and compensation rate was presented to the Full Commission Appellate Panel during oral arguments on January 22, 2018. Appellant's Brief to the Court of Appeals is the first time he has made an argument concerning this issue. As such, the issue is not preserved for appeal and should not be considered by this Court.

CONCLUSION

The substantial evidence in the records supports finding that Claimant's accident and injuries are not compensable under the Travelers policy purchased by Cedano Roofing as Claimant was excluded from that coverage. Further, Claimant's accident and injuries are not compensable under May River's insurance policy with Zurich as Claimant was neither a direct employee nor a statutory employee of May River. Finally, the issue concerning stipulation as to Claimant's average weekly wage and compensation rate should not be addressed by this Court as it was not preserved for appellate review. Accordingly, Respondents submit the Commission's Decision and Order in this matter should be affirmed.

Respectfully submitted,

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission Decision

Appellate Case No. 2018-000652
Workers Compensation Claim No.: 1600686

Francisco Cedano Ramirez, Employee, Appellant,

v.

May River Roofing, Inc., Employer, and American Zurich Insurance Co., Carrier, and Cedano Roofing, Employer, and Traveler's Property & Casualty Co., Carrier,

Of which May River Roofing, Inc. American Zurich Insurance Co., and Travelers Property & Casualty Co. are Respondents.

REPLY BRIEF OF APPELLANT

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S.C. Code § 42-1-415 3,6

Statement of Issues on Appeal

1. Whether the Commission erred in failing to find that Claimant's January 18, 2016 work accident and resulting injuries are compensable under South Carolina law and the plain language of Claimant's insurance policy with Travelers' Insurance Company;

2. Whether the Commission erred in failing to find that Claimant's January 18, 2016 work accident and resulting injuries are compensable under South Carolina law and May River Roofing's insurance policy with American Zurich Insurance Company due to Claimant being a direct employee of May River Roofing pursuant to the applicable four-factor right to control test;

3. Whether the Commission erred in failing to find that Claimant's January 18, 2016 work accident and resulting injuries are compensable under South Carolina law and May River Roofing's insurance policy with American Zurich due to Claimant being a statutory employee of May River Roofing pursuant to S.C. Code § 42-1-410 and May River Roofing not strictly meeting the requirements for exemption from same set forth in S.C. Code § 42-1-415; and

4. Whether the Commission erred in finding that the parties agreed upon the applicable compensation rate and ordering same as a result without further consideration.

Background Facts

Appellant/Claimant Francisco Cedeno Ramirez is a 40-year-old resident of Beaufort County, South Carolina where he earns his living as a roofer. On January 18, 2016, while performing roofing work atop the roof of a residential home located in Beaufort, South Carolina, Claimant fell from the roof to the ground below, a drop of approximately sixteen (16) feet. Claimant was treated at the scene by the Beaufort County EMS and thereafter transported to Beaufort Memorial Hospital. As set forth in a medical questionnaire completed by treating physician Dr. Leland Stoddard, M.D., Claimant suffered injuries to his back, neck, both shoulders, chest, ribs, lungs, and bilateral upper extremities as a result of the fall. (R. p. 250).

Argument

Appellant replies to the arguments set forth in the Initial Brief of Respondents as follows:

Travelers' Policy

Respondents fail to reconcile their argument that "the policy does cover Claimant but only as defined by the policy – namely as the employer" (Resp. brief, p. 14, lines 4-5) with the subject policy's written definition of who is insured:

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.

(R. p. 286, lines 21-26).

Respondents' arguments attempt to include Appellant in the categorical exclusion in this paragraph applicable to partnerships, yet the policy accurately identifies Appellant as an individual insured, who necessarily cannot, by himself, be a partnership:

1.
INSURED:
CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD SC 29926-3792

Insured is AN INDIVIDUAL

(R. p. 282, lines 9-14). Respondents' concede that Appellant is a sole proprietor. (Resp. brief, p. 3, line 20).

Accordingly, the fairest interpretation of the subject workers' compensation policy's definition of "who is insured" is that Appellant is an individual insured doing business as a sole proprietorship, and that any exclusions relating to partnerships have no applicability to Appellant or his claim insofar as he cannot alone be a partnership. Further, such policy containing a merger clause restricting its interpretation solely to its stated terms, this interpretation as to coverage controls regardless of any outside testimonial or documentary evidence as to the purported intent of the parties.

Indicia of Employment

Respondents fail to address that the substantial indicia of employment remaining in Respondent May River Roofing's business practices toward its roofers, including Appellant, since

its transition from employee-roofers to subcontractor-roofers clearly indicates the continuing existence of an employer-employee relationship.

Regarding right to and exercise of control, it is uncontroverted that Respondent May River Roofing assigned Appellant roofing jobs, including the job on which he was injured, that Respondent May River Roofing supervised and/or inspected Appellant's work, and Appellant was encouraged to work only for Respondent and was assigned jobs by Respondent to keep him busy enough to achieve that end. It is also uncontroverted that at times Respondent assigned up to five roofing jobs per day to Appellant.

Regarding furnishing of equipment, it is uncontroverted that Respondent Roofing supplied most of the essential equipment, including the ladder and blower, and most of the essential roofing materials, including the shingles, roofing paper, and nails, to Appellant for use in the roofing jobs through its accounts at vendors such as Espy Lumber.

Regarding method of payment, it is uncontroverted that at least part of Appellant's compensation was payment at an hourly rate and at least part of Appellant's compensation was payment upon a piecemeal rate based upon the number of roofing squares installed on a particular job.

Regarding right to fire, Appellant presented testimony that Respondent retains the right to fire him for any particular job. (R. p. 101, lines 6-9). Respondent contests this point, asserting that were it to fire Appellant for any particular job it would incur liability for breach of contract. Nevertheless, Respondent concedes that "for smaller projects, the contract is signed after the work is completed" (Resp. brief, p. 21, line 6), such concession undermining its assertion regarding breach of contract.

Viewing the substantial evidence in the record as a whole, including the above-referenced indicia of employment, the picture that plainly emerges is of a roofing business, May River Roofing, that formerly employed its roofers in the traditional sense and then, prior to Appellant's accident, made a business decision for its own purposes to re-classify its employees as independent subcontractors. Unfortunately, in doing so May River Roofing failed to remove all indicia of employment, including as set forth above, resulting in Appellate being properly considered an employee under the law and an independent contractor to May River Roofing in name only.

Certificate of Coverage

Respondents fail to reconcile their business practice of regularly collecting certificates of insurance for their purported independent subcontractors such as Appellant from their insurance agents rather than the subcontractors themselves, including Appellant, at the commencement of each job for which the parties contract. Respondents' workaround of the Workers Compensation Act ignores the requirements set forth in the statutory code section controlling here, S.C. Code § 42-1-415, the "relief of liability" provision that requires the purported subcontractor to have "represented himself" as "having workers' compensation insurance" at the "time the contractor was engaged to perform work" with the higher tier subcontractor.

As the South Carolina Supreme Court held in Lewis v. L.B. Dynasty, exceptions and restrictions to the Workers' Compensation Act are to be "strictly construed" "to further the beneficent purpose of the Workers' Compensation Act. Lewis, 411 S.C. 637, 641 (2015), citing James v. Anne's Inc., 390 S.C. 188, 198 (2010).

The record establishes that Appellant represented nothing whatsoever to Respondents as to his workers compensation coverage at the time of the time of engagement to perform work on the job upon which he was injured, and further that any representation made on his behalf by the

insurance agent was not contemporaneous with the subject job. Accordingly, should Appellant be held to be an independent subcontractor of Respondent May River Roofing, S.C. Code § 42-1-410 (the statutory employee provision) applies, and Respondent may not be relieved from liability from same.

Compensation Rate

Respondents assert that Appellant's appeal of the Full Commission's finding regarding the compensation rate being stipulated at $512.93 per week is not preserved insofar as it was not included in the prior appeal from the Single Commissioner. In response Appellant asserts that such error was set forth as Item 1 on Claimant's Form 30 Addendum, dated June 5, 2017. (R. p. 568, lines 20-21).

Conclusion

"We construe workers' compensation law liberally in favor of coverage to further the beneficent purpose of the Workers' Compensation Act; accordingly, only exceptions and restrictions are strictly construed." Lewis v. L.B. Dynasty, 411 S.C. 637, 641 (2015), citing James v. Anne's Inc., 390 S.C. 188, 198 (2010).

Based upon the foregoing, Appellant respectfully requests the following:

1. Reversing the Commission's ruling that Claimant was not covered under the plain language of the Traveler's Insurance Policy;
2. Reversing the Commission's ruling that Claimant was not a direct employee of May River Roofing pursuant to the four-factor right of control test and thereby covered by the American Zurich Insurance policy;
3. Reversing the Commission's ruling that Claimant cannot recovery as a "statutory employee" of May River Roofing under the American Zurich insurance policy; and

4. Remanding the case to the Commission for consideration and determination of Claimant's compensation rate.

Respectfully submitted,

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August 21, 2018
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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM THE SOUTH CAROLINA WORKERS COMPENSATION COMMISSION APPELLATE PANEL

Avery B. Wilkerson, Jr., Commissioner
R. Michael Campbell, II, Commissioner
T. Scott Beck, Commissioner

Appellate Case No.: 2018-000652
W.C.C. File No.: 1600686

Francisco Cedano Ramirez, Employee, Appellant,

v.

May River Roofing, Inc. Employer, and American Zurich Insurance Co., Carrier, and Cedano Roofing, Employer, and Travelers Property & Casualty Co., Carrier,

Of which May River Roofing, Inc., American Zurich Insurance Co., and Travelers Property & Casualty Co. are Respondents.

MOTION FOR REHEARING

Pursuant to Rule 221, SCACR, the respondents, American Zurich Insurance Co. and Travelers Property & Casualty Co. hereby move for rehearing of this matter as it relates to an Opinion issued on June 23, 2021. This motion is based on Respondent's contention that the Court has overlooked or misapprehended the applicable precedent in determining that Appellant was a direct employee of May River Roofing, Inc. ("May River").

In the Court's June 23, 2021 Opinion, the Court reversed the determination of the South Carolina Workers Compensation Commission ("Commission") that found insufficient evidence of direct employment of Appellant by May River. Among the items referenced as indicating a direct

employment relationship, the Court referenced several facts that weighed in favor of that determination. As discussed more fully, Respondents contend that the Court misapprehended the import of these facts in reaching its decision.

I. The Commission correctly found that the evidence did not support a direct employment relationship.

Under South Carolina law, it is the claimant's burden to demonstrate by the greater weight of the evidence that an employer-employee relationship existed at the time of his injury in order to be compensable. The courts have developed a four-factor test to analyze these situations. The four factors to be analyzed are:

> (1) The employer's right to exercise or the actual exercise of control over the details of the work and how it is performed; (2) the method of payment; (3) who furnishes the equipment; and (4) the employer's right to terminate the employment.

See, e.g., Farrar v. D.W. Daniel High Sch., 309 S.C. 523, 524, 424 S.E.2d 543, 544 (Ct. App. 1992). These four factors are to be "evaluated in an evenhanded manner" in making the determination whether a claimant is an employee or an independent contractor. *Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co.*, 382 S.C. 295, 307, 676 S.E.2d 700, 706 (2009). The mere presence of one of these factors is not dispositive of an employee-employer relationship. *Lewis v. L.B. Dynasty*, 411 S.C. at 642, 770 S.E.2d at 395.

a. *Right to Exercise or Exercise of Control*

In its opinion, the Court found that the evidence was somewhat in conflict but determined the evidence weighed in favor of May River's right to control and exercise control over Appellant. In reaching this decision, the Court first correctly noted that "everyone concedes Ramirez is a skilled roofer who did not need day-to-day supervision. To sum, there is little direct evidence May River controlled the finer points of how Ramirez went about his work as a roofer." Opinion, p. 6. Furthermore, Appellant did not punch a clock, was free to renegotiate payments or decline jobs,

and free to enlist others in the performance of his contracted work. The factors noted as showing the right to control were in essence, the fact that May River provided branded t-shirts, and the exclusive working relationship between Appellant and May River. In reaching this conclusion, the Court appears to have overlooked and misapprehended the facts of the case and the application of the relevant precedent.

First, with regard to the use of the t-shirts, the evidence in the record is in conflict on this issue. The evidence demonstrated that while the t-shirts were provided, there were not specifically required and, in fact, workers were noted to have work shirts displaying other logos. (R. p. 125, line 20-p. 126, line 19). Regardless of the specific requirement of wearing the shirt, such use of branded clothing does not rise to the level of "exercising control over the details of the work and how it is performed." *See Farrar*, 309 S.C. at 524, 424 S.E.2d at 544. The cases addressing the necessary "control" make it clear that the control is focused on the type of work being conducted and the manner in which it is conducted. As discussed above, the Court correctly noted that there was little evidence of this type of control over Appellant in the performance of his work. The fact that he wore a branded shirt while performing work that he was autonomously performing should not override the evidence of his ability to independently perform his work.

The other factor cited by the Court is the exclusivity of the working relationship. Respectfully, Respondents contend that the Court has likewise misapprehended the import of this evidence. The evidence is clear that Appellant was free to accept job, reject jobs, renegotiate work, and hire his own workers to perform his duties. The fact that May River had so much work available that they could keep a subcontractor busy full time is not the type of evidence our courts have found to be indicative of an employer-employee relationship. The Court found that this exclusivity "suggests May River had the right to control Ramirez by withholding work." Opinion

p. 7. Respectfully, this conclusion is speculative and not supported by the record. If May River did have the ability to withhold work, it follows that Appellant would have the ability to work elsewhere.

For these reasons, Respondents respectfully request rehearing to reconsider the evidence in the record as it relates to this factor.

b. *Furnishing of Equipment*

In its Opinion, the Court concluded that the evidence that May River provided the materials for the job weighed in favor of an employment relationship. Respondents respectfully submit that this determination misapprehends the evidence in the record. The record is clear that Claimant procured all of the tools/equipment required to complete the job: truck, air compressor, nail gun, tool pouch, hammer, razors, etc. (R. p. 104, lines 2-16; p. 108, lines 18-20). May River may have supplied the materials that were required under the project contract, that provision was essentially the same as any materials vendor and did not create an employer/employee relationship. The "equipment" used on these jobs was primarily Appellant's equipment. This is distinguishable from the supplies used as part of a project.

For these reasons, Respondents respectfully request rehearing to reconsider the evidence in the record as it relates to this factor.

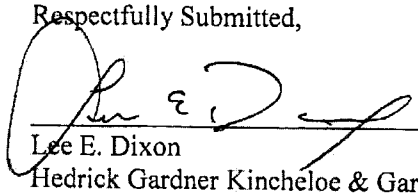
c. *Method of Payment and Right to Terminate Employment*

With regard to these factors, the Court noted that they either supported an independent contractor relationship or did not favor either side. As such, Respondent simply rely on the evidence cited as showing an independent contractor relationship.

II. Conclusion

For the foregoing reasons, Respondents respectfully request rehearing and reconsideration of the decision related to the existence of a direct employer/employee relationship.

Respectfully Submitted,



Lee E. Dixon
Hedrick Gardner Kincheloe & Garofalo LLP
1230 Main Street, Suite 325
Columbia, SC 29201

The South Carolina Court of Appeals

Francisco Cedano Ramirez, Employee, Appellant,

v.

May River Roofing, Inc., Employer, and American Zurich Insurance Co., Carrier, and Cedano Roofing, Employer, and Travelers Property & Casualty Co., Carrier,

Of which May River Roofing, Inc., American Zurich Insurance Co., and Travelers Property & Casualty Co. are Respondents.

Appellate Case No. 2018-000652

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

_____ J.

_____ J.

_____ J.

Columbia, South Carolina

FILED
Jul 23 2021

cc:
Nikole Deanna Haltiwanger, Esquire
Lee E. Dixon, Esquire
Joseph DuBois, Esquire
Amy Bracy

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM
THE SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

Full Commission Decision

Appellate Case No. 2018-000652
Workers Compensation Claim No.: 1600686

Francisco Cedano Ramirez, Employee, Appellant,

v.

May River Roofing, Inc., Employer, and American Zurich Insurance Co., Carrier, and Cedano Roofing, Employer, and Traveler's Property & Casualty Co., Carrier,

Of which May River Roofing, Inc. American Zurich Insurance Co., and Travelers Property & Casualty Co. are Respondents.

RECORD ON APPEAL

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May River Roofing, Inc. American Zurich Insurance Co., and Travelers Property & Casualty Co.

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DECISION AND ORDER

OF THE APPELLATE PANEL OF THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1600686

Francisco Cedano Ramirez, Employee/Claimant

Appellant,

vs.

May River Roofing, Inc., Employer,

and

American Zurich Insurance Co., Carrier,

Carrier,

and

Cedano Roofing, Employer,

and,

Travelers Property & Casualty Co., Carrier,

Respondents,

Appellate Panel Decision and Order filed
March 30 2018

APPEARANCES:

Employee/ Claimant/ Appellant Francisco Ramirez Cedano, represented by
Joseph DuBois, Esquire
of Hilton Head, South Carolina

Employers/ Carriers/Respondents represented by
Nikole D. Haltiwanger, Esquire
of Columbia, South Carolina

PANEL:
Commissioner R. Michael Campbell, II,
Commissioner T. Scott Beck
Commissioner Avery B Wilkerson, Jr.

APA SUBMISSIONS

At the time of the hearing, pursuant to the Administrative Procedures Act and the Rules of this Commission, the parties have made records and reports on the following a part of the Record in this matter:

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STIPULATIONS

The parties have stipulated to the jurisdiction of the South Carolina Workers' Compensation Commission.

The parties have stipulated to venue in Yemassee, South Carolina.

The parties have stipulated that Claimant's average weekly wage is $769.35 with a resulting compensation rate of $512.93.

The Commission file with the exception of self-serving declarations and unstipulated medicals are made a part of the Record.

STATEMENT OF THE CASE

This matter is before the Appellate Panel of the South Carolina Workers' Compensation Commission ("Appellate Panel") upon the petition for review by the Claimant, Francisco Ramirez Cedano ("Claimant"), from a decision and order ("Order") of Commissioner Gene McCaskill ("Single Commissioner") entered on May 23, 2017. The case involves two claims filed by Claimant arising out of the same accident, which occurred on January 18, 2016. Claimant filed one claim against the insurance policy for May River Roofing, Inc. ("May River"), alleging that he should have coverage under its policy, either as a direct employee or as a statutory employee.

This claim was assigned SC WCC No. 1600686. May River and its Carrier, American Zurich Insurance Company ("Zurich") denied the claim on the grounds that Claimant was an independent contractor and that it collected a certificate of insurance from Claimant covering his business, Cedano Roofing, thereby insulating May River. Claimant then brought a second claim, assigned SC WCC No. 1608257, against his company, Cedano Roofing, and its Carrier, Travelers Property Casualty Company of America ("Travelers"), alleging that he was individually covered for the claim by the plain language of the subject Cedano Roofing policy with Travelers. Travelers denied the claim on the grounds that Claimant did not elect coverage and therefore was not covered under the policy. The claims were consolidated pursuant to Claimant's request under SC WCC NO. 1600686 and SC WCC No. 1608257 was closed.

The parties were heard by Commissioner Gene McCaskill on November 17, 2016, in Jasper County, South Carolina. Following the hearing, Commissioner McCaskill issued his Decision and Order on May 23, 2017, finding Claimant was a sole proprietor who was not included under Cedano Roofing's workers' compensation policy. Additionally, the Commissioner determined Claimant was not an employee of May River Roofing or Cedano Roofing. The Commissioner also found Claimant could not recover as a "statutory employee" of May River Roofing or Cedano Roofing.

Within the statutory period, Claimant filed an Application for Review, a copy of which was furnished to all interested parties prior to oral arguments presented before an Appellate Panel on January 22, 2018, and comprised of Commissioners R. Michael Campbell, II, T. Scott Beck, and Avery B Wilkerson, Jr. All proffered testimony had been taken. Such together with all documentary evidence was delivered by oral argument to the individual members of the Appellate Panel convened on the aforesaid date.

By appeal, Employee/ Claimant/ Appellant Francisco Ramirez Cedano respectfully submitted sixty-seven (67) errors in his Application for Review, which were narrowed to the following three (3) issues:

1. Did the Single Commissioner err in finding that Claimant did not have coverage under Cedano Roofing's insurance policy with Travelers?
2. Did the Single Commissioner err in finding that Claimant did not have coverage under May River Roofing's insurance policy with Zurich as a direct employee of May River Roofing?
3. Did the Single Commissioner err in finding that Claimant did not have coverage under May River Roofing's insurance policy with Zurich as a statutory employee of May River Roofing?

In an Appellate Review, the Appellate Panel shall, pursuant to S.C. Code Ann. §42-17-50 (1976), review the Award, weigh the evidence as presented at the initial hearing and, if good grounds be shown therefore, make its own Findings of Fact and reach its own Conclusions of Law consistent with or inconsistent with those of the Hearing Commissioner.

After careful review of the record for this matter, and listening to and considering the statements and arguments of Counsel, a majority of the Appellate Panel hereby affirms the decision and order of the Single Commissioner as follows below.

EVIDENCE OF THE CASE

In his Form 50, *Employee's Request for Hearing*, Claimant alleged injuring his back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, and chest as the result of falling from a roof on January 18, 2016.

By way of background, May River contracted with Anchor Construction to perform roofing

work for a residential home in Bull Point, a subdivision in Beaufort, South Carolina. May River subcontracted part of the roof installation work to Cedano Roofing. Cedano Roofing is a sole proprietorship, with the sole proprietor being Francisco Cedano Ramirez ("Claimant"). On January 18, 2016, Claimant was working on the Bull Point property. *See* Transcript of Hearing (hereinafter "T.") 36. Claimant fell from a ladder sustaining physical injuries. T. 36. These facts are not disputed.

In the Cedano Roofing insurance application, Claimant marked himself as excluded. T. 24. When signing up for the policy, Isabelle Diaz, Hispanic Business Specialist at PC&L, testified that she specifically recalled meeting with Claimant when he initially applied for coverage. T. 13-14. She spoke to Claimant in his native language of Spanish. T. 13. She explained the coverage being purchased and further explained what the difference in premiums would be if Claimant chose to elect coverage for himself, T. 13. Diaz further explained the consequences of Claimant not electing to cover himself under the policy, T. 14, and was able to authenticate Claimant's signature on the application, T. 29. Claimant opted not to cover himself in order to have a less-expensive premium, T. 13-14. Ultimately, Travelers issued a workers compensation insurance policy to Claimant. See APA 137-155. Although Claimant argues that, pursuant to the parole evidence rule and a merger clause contained within the policy, evidence of coverage extrinsic to the policy language itself is irrelevant, I find such argument to be non-persuasive.

Typically, for any given project, May River only interacted with Claimant when it submitted the work order to him and received an invoice from him. APA 120. Primarily, Claimant had free reign to work how and when he desired. Claimant was not supervised: instead, May River would only visit a job site once the project was completed to ensure the work had been performed. APA 120. May River did not supervise the amount of work Claimant performed: instead, May

River relied on invoices submitted by Claimant to determine remuneration for a given project. APA 114, T. 51, 56. Additionally, Claimant was free to alter the work order, unless it substantially altered the contract. APA 113-114. Claimant was not required to check in with May River nor keep it apprised of his schedule; instead, Claimant created his own schedule—he was "on his own time." APA 124, *see also* T. p. 60. Claimant was also free to negotiate the price of what he would get paid on a job by job basis. T. 59. Finally, Claimant chose his own employees, without requiring the approval of May River. APA 111. Claimant paid his employees, APA 111, not May River—who may or may not have known of the existence of Claimant's staff and had no part in selecting Claimant's workers, APA 120.

May River required its subcontractors to display its logo on shirts and magnets, but this was for advertisement purposes. APA 119, T. 34. May River obtains business exclusively through referrals. APA 131. To that end, it also provided t-shirts and magnets (as well as hats, sweatshirts, and occasionally jackets) as gifts in great abundance including but not limited to May River's landlord, its clients, staff, subcontractors, and even people it had not met such as when the company sponsored a community event. APA 119, T. pp. 63-64.

As for payment, May River and Claimant negotiated the contractual price of $60.00 per 10 x 10 square of roofing laid, APA 123, and Claimant would invoice May River for any repairs performed (amounting to approximately $25/hour), APA 109, 123. Claimant negotiated his rate per square from $55.00 to $60.00, which was higher than what May River paid its other subcontractors. APA 129, T. 41, 59. Payments were not paid on any regular interval: May River would pay Claimant by check the week after a job was completed. APA 114, T. 35. Then, Claimant was responsible to pay his employees however he saw fit. APA 111, T. 42. Additionally, May

River did not withhold any employee deductions from Claimant's pay; instead, May River issued Claimant a 1099, which Claimant used to file taxes in the name of his business. T. 45-46, 62.

Claimant procured all of the tools/equipment required to complete each job: truck, ladder, compressor, roofing gun, tool pouch, hammer, razors, etc. APA 109. Meanwhile, May River, acted as a vendor in supplying materials to Cedano Roofing. May River would provide only those materials for which it would bill the ultimate client; for instance, it would provide shingles, paper, plastic, caps, and flashing. APA 109, 124.

For larger projects, the contract between the parties was signed prior to the work; for smaller projects, the contract is signed after the work is completed. APA 114, 120. May River decided on this system to save its subcontractors time—instead of having to drive to the May River office for every change that arose at the job site, the hardcopy contract was formalized at the end of smaller jobs. APA 129.

Finally, Claimant filed taxes for his business and represented Cedano Roofing to the state and federal government as a distinct legal entity for tax purposes. T. 45-46. In addition, Claimant purchased workers' compensation insurance for the business, from which he knowingly excluded himself. T. 13-14. He provided May River with a certificate of insurance for his business. T. 62. Although Claimant asserts that because the requirements of S.C. Code 42-1-110 were not strictly met, see T. 67, line 8, it is inapplicable. We find such assertion to be non-persuasive. Beginning on June 2, 2015, Cedano Roofing's carrier, PC&L, automatically sent May River a Certificate of Insurance for Cedano Roofing's workers' compensation policy. APA 120, 121. Had one of Claimant's workers been injured, coverage would exist under Cedano Roofing's policy.

FINDINGS OF FACT

1. The Claimant suffered an injury by accident on January 18, 2016, when he fell from a roof. The event is not in dispute. Based on the evidence in the record, the Claimant was clearly performing work at the time of the accident that meets the requirement under the Act for an accident to be found to be compensable.

2. What is in dispute is whether the Claimant was an employee or an independent contractor at the time of his accident.

3. Should he be found to be an employee, he would then be entitled to coverage under May River's workers' compensation policy.

4. Should he be found to be an independent contractor, the question then would be did he elect coverage under the workers' compensation policy he purchased for Cedano Roofing?

5. Entitlement to benefits hinges on those determinations stated in Finding of Facts 2-4.

6. As to the question of whether the Claimant is an employee or an independent contractor, there is evidence in the record that weighs to both. However, based on the preponderance of the evidence, we must conclude that the Claimant is an independent contractor.

7. The Claimant owns his own company – Cedano Roofing. That company has its own workers' compensation insurance coverage.

8. Ms. Isabelle Diaz testified at the hearing. She is the agent who wrote the coverage for the Claimant. Ms. Diaz is bilingual and explained in Spanish to the Claimant exactly what type of policy he was purchasing. She testified that the Claimant purchased what is commonly referred to as a "ghost policy". In other words, it is a policy that covers no one because the

Claimant has no employees. Ms. Diaz testified that the Claimant did not select coverage for himself.

9. We found Ms. Diaz to be very credible. The Single Commissioner questioned as to whether she carried errors and omissions insurance coverage. She testified that she did. She also testified that she had never had a claim filed against her.

10. Claimant testified that his company files tax returns.

11. When we consider the controlling factors as to whether an individual is an employee or an independent contractor, the weight of the evidence is clearly on the side of the Claimant being an independent contractor. In addition to having his own workers' compensation insurance, the Claimant has his own truck, his own tools and his own ladder. If he hires someone to assist him with a job, he does the hiring and that individual(s) answer solely to him. He pays them out of what he is paid for the job.

12. There was testimony at the hearing as to how the roofing job is priced. The Claimant forthrightly testified that he prices roofing jobs he performed for May River by the "square" which is a common way that roofing and re-roofing projects are priced. Three bundles of shingles are equal to a "square".

13. He, at another time during testimony, testified that he was paid $25.00 an hour.

14. We are not persuaded that his testimony is inconsistent on that point. The Claimant did both complete roofing jobs for May River as well as smaller repair jobs.

15. That being said, he also testified that he had a salary, but that it was not fixed. He testified that it was approximately $1,200 a week.

16. Claimant testified that May River provided the building materials.

17. Claimant testified that May River would assign him a project and that he would begin work normally at 8:00 or an hour before or after.

18. Based on Claimant's testimony, it appears that the Claimant determined when he finished work for the day.

19. Leslie Sandoval who is the office manager for May River and the daughter of the owner, testified at the hearing. It was her testimony that the Claimant was a sub-contractor. She testified that the company does have employees who are handy men and drivers, but they do not currently employ any roofers. She testified that she contacts roofers and hires "companies" (her word) to come in and roof a house. If they can't find a roofer, the job is delayed.

20. Ms. Sandoval also testified that she schedules the jobs, does the estimates, and pays for work performed. She testified that she issues IRS Form 1099s at the end of the year.

21. There was other testimony about the Claimant wearing a company T-shirt and having a sign for his car. Neither of those things are dispositive as to whether he was an employee or sub-contractor.

22. When the evidence is viewed as a whole, we must conclude that the Claimant was a sub-contractor who carried valid workers' compensation coverage. Unfortunately, the Claimant elected not to cover himself on his own policy. As such, May River, Travelers Property Casualty and American Zurich Insurance are all absolved any responsibility as to this claim. The financial responsibility for any medical care and treatment resulting from this work-related accident is the responsibility of the Claimant.

CONCLUSIONS OF LAW

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

1. Under S.C. Code Ann. § 42-1-130, Claimant was a sole proprietor who was not included under Cedano Roofing's workers' compensation policy.

2. Under S.C. Code Ann. § 42-1-130, Claimant is not an employee of May River Roofing or Cedano Roofing; instead, he is the sole proprietor of Cedano Roofing.

3. Under S.C. Code Ann. § 42-1-400 to -450, Claimant cannot recover as a "statutory employee" of May River Roofing or Cedano Roofing.

ORDER

IT IS THEREFORE ORDERED that the decision and order of the Single Commissioner filed in this matter on May 23, 2017, is hereby affirmed by a majority of the Appellate Panel, and the same shall constitute the Decision and Order of the Appellate Panel.

AND IT IS SO ORDERED.

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
APPELLATE PANEL

Avery B. Wilkerson, Jr., Commissioner

T. Scott Beck, Commissioner

R. Michael Campbell, II, Commissioner

CERTIFICATE OF SERVICE

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

By Eugenia on March 30, 2018

DECISION AND ORDER
OF THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC FILE NO. 1600686

Francisco Cedano Ramirez,
Employee/Claimant,

v.

May River Roofing, Inc.,
Employer,

American Zurich Insurance Co.,
Carrier,

and

Cedano Roofing,
Employer,

Travelers Property & Casualty Co.,
Carrier,

Defendant(s).

HEARING:	November 17, 2016 Jasper County, South Carolina
APPEARANCES:	Claimant Francisco Ramirez Cedano, represented by Joseph DuBois, Esquire Defendants May River Roofing, Inc., American Zurich Insurance Co., and Travelers Property & Casualty Co., represented by Dewana F. Looper, Esquire
PURPOSE OF HEARING:	Determination of issues in Form 50 and Form 51
COMMISSIONER:	Gene McCaskill
FILED:	May 23, 2017

APA SUBMISSIONS

At the time of the hearing, pursuant to the Administrative Procedures Act and the Rules of this Commission, the parties have made records and reports on the following a part of the Record in this matter:

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The Commission file with the exception of self-serving declarations and unstipulated medicals are made a part of the Record.

STATEMENT OF THE CASE

This case comes before the Commission pursuant to two claims filed by Claimant arising out of the same accident, which occurred on January 18, 2016. Claimant filed one claim against the insurance policy for May River Roofing, Inc. ("May River"), alleging that he should have coverage under its policy, either as a direct employee or as a statutory employee. This claim was assigned SC WCC No. 1600686. May River and its Carrier, American Zurich Insurance Company ("Zurich") denied the claim on the grounds that Claimant was an independent contractor and that it collected a certificate of insurance from Claimant covering his business, Cedano Roofing, thereby insulating May River. Claimant then brought a second claim, assigned SC WCC No. 1608257, against his company, Cedano Roofing, and its Carrier, Travelers Property Casualty Company of America ("Travelers"), alleging that he was individually covered for the claim by the plain language of the subject Cedano Roofing policy with Travelers. Travelers denied the claim on the grounds that Claimant did not elect coverage and therefore was not covered under the policy. The claims were consolidated pursuant to Claimant's request

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May River required its subcontractors to display its logo on shirts and magnets, but this was for advertisement purposes. APA 119, T. 34. May River obtains business exclusively through referrals. APA 131. To that end, it also provided t-shirts and magnets (as well as hats, sweatshirts, and occasionally jackets) as gifts in great abundance including but not limited to May River's landlord, its clients, staff, subcontractors, and even people it had not met such as when the company sponsored a community event. APA 119, T. pp. 63-64.

As for payment, May River and Claimant negotiated the contractual price of $60.00 per 10 x 10 square of roofing laid, APA 123, and Claimant would invoice May River for any repairs performed (amounting to approximately $25/hour), APA 109, 123. Claimant negotiated his rate per square from $55.00 to $60.00, which was higher than what May River paid its other subcontractors. APA 129, T. 41, 59. Payments were not paid on any regular interval: May River would pay Claimant by check the week after a job was completed. APA 114, T. 35. Then, Claimant was responsible to pay his employees however he saw fit. APA 111, T. 42. Additionally, May River did not withhold any employee deductions from Claimant's pay; instead, May River issued Claimant a 1099, which Claimant used to file taxes in the name of his business. T. 45-46, 62.

Claimant procured all of the tools/equipment required to complete each job: truck, ladder, compressor, roofing gun, tool pouch, hammer, razors, etc. APA 109. Meanwhile, May River, acted as a vendor in supplying materials to Cedano Roofing. May River would provide only those materials for which it would bill the ultimate client; for instance, it would provide shingles, paper, plastic, caps, and flashing. APA 109, 124.

For larger projects, the contract between the parties was signed prior to the work; for smaller projects, the contract is signed after the work is completed. APA 114, 120. May River decided on this system to save its subcontractors time—instead of having to drive to the May River office for every change that arose at the job site, the hardcopy contract was formalized at the end of smaller jobs. APA 129.

Finally, Claimant filed taxes for his business and represented Cedano Roofing to the state and federal government as a distinct legal entity for tax purposes. T. 45-46. In addition, Claimant purchased workers' compensation insurance for the business, from which he knowingly excluded

himself. T. 13-14. He provided May River with a certificate of insurance for his business. T. 62. Although Claimant asserts that because the requirements of S.C. Code 42-1-410 were not strictly met, see T. 67, line 8, it is inapplicable, I find such assertion to be non-persuasive. Beginning on June 2, 2015, Cedano Roofing's carrier, PC&L, automatically sent May River a Certificate of Insurance for Cedano Roofing's workers' compensation policy. APA 120, 121. Had one of Claimant's workers been injured, coverage would exist under Cedano Roofing's policy.

Based on a review of the Commission file, as well as the testimony and evidence presented at the hearing, the undersigned Commissioner makes the following:

FINDINGS OF FACT

1. The Claimant suffered an injury by accident on January 18, 2016, when he fell from a roof. The event is not in dispute. Based on the evidence in the record, the Claimant was clearly performing work at the time of the accident that meets the requirement under the Act for an accident to be found to be compensable.

2. What is in dispute is whether the Claimant was an employee or an independent contractor at the time of his accident.

3. Should he be found to be an employee, he would then be entitled to coverage under May River's workers' compensation policy.

4. Should he be found to be an independent contractor, the question then would be did he elect coverage under the workers' compensation policy he purchased for Cedano Roofing?

5. Entitlement to benefits hinges on those determinations stated in Finding of Facts 2-4.

6. As to the question of whether the Claimant is an employee or an independent contractor, there is evidence in the record that weighs to both. However, based on the preponderance of the evidence, I must conclude that the Claimant is an independent contractor.

7. The Claimant owns his own company – Cedano Roofing. That company has its own workers' compensation insurance coverage.

8. Ms. Isabelle Diaz testified at the hearing. She is the agent who wrote the coverage for the Claimant. Ms. Diaz is bilingual and explained in Spanish to the Claimant exactly what type of policy he was purchasing. She testified that the Claimant purchased what is commonly referred to as a "ghost policy". In other words, it is a policy that covers no one because the Claimant has no employees. Ms. Diaz testified that the Claimant did not select coverage for himself.

9. I found Ms. Diaz to be very credible. I questioned as to whether she carried errors and omissions insurance coverage. She testified that she did. She also testified that she had never had a claim filed against her.

10. Claimant testified that his company files tax returns.

11. When I consider the controlling factors as to whether an individual is an employee or an independent contractor, the weight of the evidence is clearly on the side of the Claimant being an independent contractor. In addition to having his own workers' compensation insurance, the Claimant has his own truck, his own tools and his own ladder. If he hires someone to assist him with a job, he does the hiring and that individual(s) answer solely to him. He pays them out of what he is paid for the job.

12. There was testimony at the hearing as to how the roofing job is priced. The Claimant forthrightly testified that he prices roofing jobs he performed for May River by the

"square" which is a common way that roofing and re-roofing projects are priced. Three bundles of shingles are equal to a "square".

13. He, at another time during testimony, testified that he was paid $25.00 an hour.

14. I am not persuaded that his testimony is inconsistent on that point. The Claimant did both complete roofing jobs for May River as well as smaller repair jobs.

15. That being said, he also testified that he had a salary, but that it was not fixed. He testified that it was approximately $1,200 a week.

16. Claimant testified that May River provided the building materials.

17. Claimant testified that May River would assign him a project and that he would begin work normally at 8:00 or an hour before or after.

18. Based on Claimant's testimony, it appears that the Claimant determined when he finished work for the day.

19. Leslie Sandoval who is the office manager for May River and the daughter of the owner, testified at the hearing. It was her testimony that the Claimant was a sub-contractor. She testified that the company does have employees who are handy men and drivers, but they do not currently employ any roofers. She testified that she contacts roofers and hires "companies" (her word) to come in and roof a house. If they can't find a roofer, the job is delayed.

20. Ms. Sandoval also testified that she schedules the jobs, does the estimates, and pays for work performed. She testified that she issues IRS Form 1099s at the end of the year.

21. There was other testimony about the Claimant wearing a company T-shirt and having a sign for his car. Neither of those things are dispositive as to whether he was an employee or sub-contractor.

22. When the evidence is viewed as a whole, I must conclude that the Claimant was a sub-contractor who carried valid workers' compensation coverage. Unfortunately, the Claimant elected not to cover himself on his own policy. As such, May River, Travelers Property Casualty and American Zurich Insurance are all absolved any responsibility as to this claim. The financial responsibility for any medical care and treatment resulting from this work-related accident is the responsibility of the Claimant.

CONCLUSIONS OF LAW

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

1. Under S.C. Code Ann. § 42-1-130, Claimant was a sole proprietor who was not included under Cedano Roofing's workers' compensation policy.

2. Under S.C. Code Ann. § 42-1-130, Claimant is not an employee of May River Roofing or Cedano Roofing; instead, he is the sole proprietor of Cedano Roofing.

3. Under S.C. Code Ann. § 42-1-400 to -450, Claimant cannot recover as a "statutory employee" of May River Roofing or Cedano Roofing.

ORDER AND AWARD

It is hereby ordered that Claimant is not entitled to benefits pursuant to the Act as he was an independent contractor of May River Roofing and therefore did not have coverage under its policy. It is further ordered that he did not choose to elect coverage for himself pursuant to the Cedano Roofing policy and he therefore is not entitled to benefits pursuant to the Act under that policy.

BEFORE THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

W.C.C. File Nos.: 1600686 & 1608257

Francisco Cedano Ramirez, EMPLOYEE, CLAIMANT, VS. May River Roofing, Inc., American Zurich Ins. Co., EMPLOYER/CARRIER, AND Cedano Roofing, Travelers Property & Casualty Co., EMPLOYER CARRIER, DEFENDANTS.	**ADMINISTRATIVE ORDER**

A Motion regarding the following issue(s) has been received:

X Claimant's Motion to Consolidate.

The following dispositions have been made:

1. WCC File No.: 1600686 (DOI: 1/18/2016) is currently set for a hearing before the undersigned on August 30, 2016. The Defendants in this claim are the alleged upstream contractor on the date of injury, May River Roofing, Inc. and their carrier, American Zurich Insurance Company.

2. WCC File No.: 1608257 (DOI 1/18/2016) is pending as Claimant's Form 50 Request for Hearing was returned.

3. I find both claims stem from the same alleged injury on the same date and consolidation is proper under the Act.

4. <u>Motion to Consolidate WCC # 1600686 & 1608257 is Granted. The files will be</u>

consolidated under WCC File No.: 1600686 and all future pleadings will be filed thereunder.

5. Defendants Cedano Roofing and Travelers Porperty & Casualty Co. of America are hereby added as parties to WCC File No.: 1600686 with a current hearing date of August 30, 2016.

6. WCC File No. 1608257 is hereby closed.

AND IT IS SO ORDERED.

Commissioner Aisha Taylor

Columbia, SC

July 27, 2016

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of this order in the above entitled action upon all parties to this case by sending an electronic copy hereof by electronic mail addressed to the attorneys for said parties; or if there is an unrepresented party(ies), by depositing a copy hereof, postage paid, in the United States mail, first class, addressed to the unrepresented party(ies) and to the attorney(s) for the represented party(ies).
July 27, 2016

By: Renee Smith, Administrative Assistant to Commissioner Taylor

Served by USPS
W/ copy of Motion for Consolidation dated 7/5/16

DFL
JD
MPB
LCG
7-28-16 RSS 2

Francisco Cedano Ramirez, Claimant, v. May River Roofing, Inc., Employer, and American Zurich Insurance Co., Insurance Carrier.	SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION WCC File # 1600686 **MOTION FOR CONSOLIDATION OF CLAIMS FOR HEARING PURPOSES**
Francisco Cedano Ramirez, Claimant, v. Cedano Roofing, Employer, and Travelers Property & Casualty Co. of America Insurance Carrier,	SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION WCC File # X160777 1608257

NOW COMES Claimant, Francisco Cedano Ramirez ("Claimant"), by and through his undersigned counsel, and moves before the Commission for a consolidation of the two above-captioned claims for Form 50 hearing purposes for the following reasons:

1. Claimant filed a Form 50 alleging injuries sustained in the course of employment on February 8, 2016 in WCC File Number 1600686. Defendants denied Claimant's claim in WCC File Number 1600686 on the basis that Claimant was an independent contractor.

2. Claimant filed a Form 50 alleging injuries sustained in the course of employment on June 1, 2016 in WCC File Number X160777. Defendants denied Claimant's claim in WCC File Number X160777 on the basis that Claimant was excluded from his workers' compensation policy.

3. The issues addressed in both Form 50s arise out of the same date of accident.

4. Although not instructive, the *South Carolina Rules of Civil Procedure* provide guidance in this regard. Rule 42(a) provide that: "When actions involving a common question of law or fact are pending before the Court, it may order a joint hearing or trial of any or all matters in issue in the action; it may order all the actions consolidated; and it may make such order concerning proceedings therein as may tend to avoid unnecessary costs or delay."

5. The Commission has broad discretion to consolidate cases pending in the same district to avoid unnecessary costs or delay, particularly when the claim arises out of the same accident.

6. As such, Claimant seeks to have the above-captioned claims consolidated such that all issues may be heard concurrently.

THEREFORE, Claimant moves to consolidate the issues pled in Claimant's Form 50s and Defendants' Form 51s for one hearing, as both forms involve common questions of law and fact that surround the same date of injury and judicial economy and conservation of resources will be effectuated by consolidation of the claims for one hearing.

[signature block on following page]

NAERT AND DUBOIS, LLC

Zach S. Naert
Joseph DuBois
Michael P. Bennett
22 New Orleans Road, Suite 1
Post Office Box 7228 (29938)
Hilton Head Island, SC 29928
Tel: (843) 686-5500
Fax: (843) 686-5501
Attorneys for Claimant

July 5, 2016
Hilton Head Island, SC

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500 Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 www.wcc.sc.gov

WCC File # 1608257
Carrier File # E7Q3034
Carrier Code #
Employer FEIN

Francisco Cedano Ramirez
Claimant's Name SSN

90 Dillon Road, Apt. D1 Hilton Head Island SC 29926
Address City State Zip

(843) 338-5598
Home Phone Work Phone

Date of Injury: 1/18/2016

Francisco C. Ramirez d/b/a Cedano Roofing
Employer's Name

90 Dillon Road, Apt. D1 Hilton Head Island, SC 29926
Address City State Zip

Travelers Property & Casualty Co. of America
Insurance Carrier

Dewana F. Looper (803) 727-1200
Preparer's Name Phone #

Date of Injury or Illness: 1/18/2016 Estimated time for hearing: 30 minutes

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

1. It is ☐ Admitted ☒ Denied that the employee sustained an injury on or about the date set forth in the application. The reasons for denial are:
Defendant Travelers does not have coverage for Francisco Ramirez as an employee of Francisco Cedano Ramirez d/b/a/ Cedano Roofing and Woodworking Co. as Francisco Ramirez elected to exclude himself from the policy.
2. It is ☐ Admitted ☒ Denied that 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 above.
3. It is ☐ Admitted ☒ Denied that the relationship of employer and employee existed at the time in question. The reasons for denial are:
See No. 1 above.
4. It is ☐ Admitted ☒ Denied that 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 above.
5. It is ☐ Admitted ☒ Denied that notice of injury was given the employer. The reasons for denial are:
See No. 1 above.
6. It is ☐ Admitted ☒ Denied that the employee (needs) (is entitled to additional) medical care as a result of injury. The reasons for denial are:
See No. 1 above.
7. It is ☐ Admitted ☒ Denied that the employee is entitled to TTD for the period(s) of:
See No. 1 above.
8. It is ☐ Admitted ☒ Denied that the employee is permanently disabled. The reasons for denial are:
See No. 1 above. No facts to substantiate.
9. It is ☐ Admitted ☒ Denied that the employee has a 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: The defendants are not aware of any affirmative defenses. However, if further discovery reveals the basis for any affirmative defenses, the defendants will amend this answer to assert those defenses.

☐ **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.

Nikole D Hallenga Partner dlooper@hedrickgardner.com July 26, 2016
Preparer's Signature Title Email Date

Refer to R.67-204 and 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.

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 #: 1608257
Carrier File #:
Carrier Code #:
Employer FEIN #:

Claimant's Name: Francisco Cedano Ramirez SSN: [redacted]
Address: 90 Dillon Rd., Apt. D1
City: Hilton Head Island State: SC Zip: 29926
Home Phone: (843) 338 - 5598 Work Phone: ( ) -
Preparer's Name: Joseph DuBois Law Firm: Naert & DuBois, LLC Preparer's Phone #: (843) 686 - 5500

Employer's Name: Francisco Cedano Ramirez dba Cedano Roofing
Address: 90 Dillon Rd., Apt. D1
City: Hilton Head Island State: SC Zip: 29926
Insurance Carrier: Travelers Property Casualty Co. of America

A claim for workers' compensation benefits is made based on the following grounds: **Date of Injury or Illness: 1/18/2016**

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

1. The claimant sustained an injury to back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, chest, and lungs (Part(s) of Body Injured) on 01/18/2016 (Month/Day/Year) in Beaufort county, state of SC.
2. Body part(s) affected are: to back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, chest, pelvis and legs
   Briefly describe how the accident occurred. Claimant was performing roofing work 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 01/18/2016 (Month/Day/Year) in the following manner:
   Claimant is the Employer

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

☒ (a) medical examination and treatment for: back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, chest and lungs

☐ (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:
01/18/2016 until the date law permits temporary total disability benefits to terminate, as applicable

☐ 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 $1250.00, 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:
Cedano Roofing, 90 Dillon Rd., Apt. D1, Hilton Head Island, SC 29926

11. Further grounds or unusual aspects of claim:
This claim is related to Claim No. 1600686 insofar as both claims involve the same accident

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:
Beaufort Memorial Hospital 955 Ribaut Rd., Beaufort, SC 29902; Lowcountry Medical Group, 300 Midtown Drive, Beaufort, SC 29906

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: 1.5 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.

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

Preparer's Signature	Attorney (Title)	joe@lowcountrylegal.com (Email)	7/15/16 (Date)

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 Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 www.wcc.sc.gov

WCC File # 1600686
Carrier File # 026-CB-E5V8210-F
Carrier Code #
Employer FEIN

Francisco Cedano Ramirez
Claimant's Name SSN

90 Dillon Road, Apt. D1 Hilton Head Island SC 29926
Address City State Zip

(843) 338-5598
Home Phone Work Phone

Date of Injury: 1/22/2016

May River Roofing, Inc.
Employer's Name

P.O. Box 341 Bluffton, SC 29910
Address City State Zip

American Zurich Insurance Company
Insurance Carrier

Dewana F. Looper (803) 727-1200
Preparer's Name Phone #

Date of Injury or Illness: 1/22/2016 Estimated time for hearing: 1 hour

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

1. It is ☐ Admitted ☒ Denied that the employee sustained an injury on or about the date set forth in the application. The reasons for denial are:

   Defendants May River/American Zurich deny that an employment relationship existed between Claimant and May River at the time of the accident.
2. It is ☐ Admitted ☒ Denied that 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 above.
3. It is ☐ Admitted ☒ Denied that the relationship of employer and employee existed at the time in question. The reasons for denial are:
   See No. 1 above.
4. It is ☐ Admitted ☒ Denied that 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 above.
5. It is ☐ Admitted ☒ Denied that notice of injury was given the employer. The reasons for denial are:
   See No. 1 above.
6. It is ☐ Admitted ☒ Denied that the employee (needs) (is entitled to additional) medical care as a result of injury. The reasons for denial are:
   See No. 1 above.
7. It is ☐ Admitted ☒ Denied that the employee is entitled to TTD for the period(s) of:
   See No. 1 above.
8. It is ☐ Admitted ☒ Denied that the employee is permanently disabled. The reasons for denial are:
   See No. 1 above. No facts to substantiate.
9. It is ☐ Admitted ☒ Denied that the employee has a 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: The defendants are not aware of any affirmative defenses. However, if further discovery reveals the basis for any affirmative defenses, the defendants will amend this answer to assert those defenses.

☐ 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.

Nicole D Hatteberg — Partner — dlooper@hedrickgardner.com — July 8, 2016
Preparer's Signature Title Email Date

Refer to R.67-204 and 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.

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

Claimant's Name: Francisco Cedano Ramirez SSN: [redacted]
Address: 90 Dillon Rd., Apt. D1
City: Hilton Head Island State: SC Zip: 29926
Home Phone: (843) 338 - 5598 Work Phone: ( ) - -

Employer's Name: Francisco Cedano Ramirez dba Cedano Roofing
Address: 90 Dillon Rd., Apt. D1
City: Hilton Head Island State: SC Zip: 29926
Insurance Carrier: Travelers Property Casualty Co. of America

Preparer's Name: Joseph DuBois Law Firm: Naert & DuBois, 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: 1/18/2016**

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

1. The claimant sustained an injury to back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, and chest (Part(s) of Body Injured) on 01/18/2016 (Month/Day/Year) in Beaufort county, state of SC.
2. Body part(s) affected are: to back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, chest, pelvis and legs
   Briefly describe how the accident occurred. Claimant was performing roofing work 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 01/18/2016 (Month/Day/Year) in the following manner:
   Claimant is the Employer

☒7. Due to injury, the claimant is in need of (check one):
   ☒(a) medical examination and treatment for: back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, and chest
   ☐(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:
   01/18/2016 until the date law permits temporary total disability benefits to terminate, as applicable

☐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 $1250.00, 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:
   Cedano Roofing, 90 Dillon Rd., Apt. D1, Hilton Head Island, SC 29926

11. Further grounds or unusual aspects of claim:

11a. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
   Beaufort Memorial Hospital 955 Ribaut Rd., Beaufort, SC 29902; Lowcountry Medical Group, 300 Midtown Drive, Beaufort, SC 29906

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: 1.5 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.

SCWCC JUN 17 2016 JUDICIAL

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to Travelers Property Casualty Co. of America, address PO Box 473502, Charlotte, NC 28247 **on the** 10th **day of** June 2016 **,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)	joe@lowcountrylegal.com (Email)	06/10/2016 (Date)

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 Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 · www.wcc.sc.gov

WCC File # 1600686
Carrier File # E7Q3034
Carrier Code #
Employer FEIN

Francisco Cedano Ramirez
Claimant's Name SSN

90 Dillon Road, Apt. D1 Hilton Head Island SC 29926
Address City State Zip

(843) 338-5598
Home Phone Work Phone

Date of Injury: 1/18/2016

Francisco C. Ramirez d/b/a Cedano Roofing
Employer's Name

90 Dillon Road, Apt. D1 Hilton Head Island, SC 29926
Address City State Zip

Travelers Property & Casualty Co. of America
Insurance Carrier

Dewana F. Looper (803) 727-1200
Preparer's Name Phone #

Date of Injury or Illness: 1/18/2016 Estimated time for hearing: 30 minutes

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

1. It is ☐ Admitted ☒ Denied that the employee sustained an injury on or about the date set forth in the application. The reasons for denial are:
Defendant Travelers does not have coverage for Francisco Ramirez as an employee of Francisco Cedeno Ramirez d/b/a Cedano Roofing and Woodworking Co as Francisco Ramirez elected to exclude himself from the policy.
2. It is ☐ Admitted ☒ Denied that 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 above.
3. It is ☐ Admitted ☒ Denied that the relationship of employer and employee existed at the time in question. The reasons for denial are:
See No. 1 above.
4. It is ☐ Admitted ☒ Denied that 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 above.
5. It is ☐ Admitted ☒ Denied that notice of injury was given the employer. The reasons for denial are:
See No. 1 above.
6. It is ☐ Admitted ☒ Denied that the employee (needs) (is entitled to additional) medical care as a result of injury. The reasons for denial are:
See No. 1 above.
7. It is ☐ Admitted ☒ Denied that the employee is entitled to TTD for the period(s) of:
See No. 1 above.
8. It is ☐ Admitted ☒ Denied that the employee is permanently disabled. The reasons for denial are:
See No. 1 above. No facts to substantiate.
9. It is ☐ Admitted ☒ Denied that the employee has a 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: The defendants are not aware of any affirmative defenses. However, if further discovery reveals the basis for any affirmative defenses, the defendants will amend this answer to assert those defenses.

☐ 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 | Partner (Title) | dlooper@hedrickgardner.com (Email) | June 30, 2016 (Date)

Refer to R.67-204 and 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.

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 #: 1600686
Carrier File #:
Carrier Code #: 00438
Employer FEIN #:

Claimant's Name: Francisco Cedano Ramirez SSN: [redacted]
Address: 90 Dillon Rd., Apt. D1
City: Hilton Head Island State: SC Zip: 29926
Home Phone: (843) 388 - 5598 Work Phone: ( ) -

Employer's Name: May River Roofing, Inc.
Address: PO Box 341
City: Bluffton State: SC Zip: 29910
Insurance Carrier: American Zurich Insurance Co. (Travelers)

Preparer's Name: Joseph DuBois Law Firm: Naert & DuBois, 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: 1/18/2016**

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

1. The claimant sustained an injury to back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, and chest (Part(s) of Body Injured) on 01/18/2016 (Month/Day/Year) in Beaufort county, state of SC.
2. Body part(s) affected are: to back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, chest, pelvis and legs
   Briefly describe how the accident occurred. Claimant was performing roofing work 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 01/18/2016 (Month/Day/Year) in the following manner:
   Claimant verbally told Antonio Sandoval, of May River Roofing, Inc., when Mr. Sandoval visited Claimant in the hospital

☒7. Due to injury, the claimant is in need of (check one):
   ☒(a) medical examination and treatment for: back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, and chest
   ☐(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:
   05/30/2016 until the date law permits temporary total disability benefits to terminate

☐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 $1250.00, 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:
   Cedano Roofing and Wood Working 90 Dillon Rd., Apt. D1, Hilton Head Island, SC 29926

11. Further grounds or unusual aspects of claim:

11a. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
   Beaufort Memorial Hospital 955 Ribaut Rd., Beaufort, SC 29902

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: 1.5 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 American Zurich Insurance Co. (Travelers) c/o Dewanna F. Looper, **address** PO Box 11267, Columbia, SC 29201 **on the** 1 **day of** June 2016, **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)	joe@lowcountrylegal.com (Email)	06/01/2016 (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 Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5700 www.wcc.sc.gov

WCC File # 1600686
Carrier File # 026-CB-E5V8210-F
Carrier Code #
Employer FEIN

Francisco Cedano Ramirez
Claimant's Name SSN

90 Dillon Road, Apt. D1 Hilton Head Island SC 29926
Address City State Zip

(843) 338-5598
Home Phone Work Phone

Date of Injury: 1/22/2016

May River Roofing, Inc.
Employer's Name

P.O. Box 341 Bluffton, SC 29910
Address City State Zip

American Zurich Insurance Company
Insurance Carrier

Dewana F. Looper (803) 727-1200
Preparer's Name Phone #

Date of Injury or Illness: 1/22/2016 Estimated time for hearing: 1 hour

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

1. It is ☐ Admitted ☒ Denied that the employee sustained an injury on or about the date set forth in the application. The reasons for denial are:
   Defendants May River/American Zurich deny that an employment relationship existed between Claimant and May River at the time of the accident.
2. It is ☐ Admitted ☒ Denied that 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 above.
3. It is ☐ Admitted ☒ Denied that the relationship of employer and employee existed at the time in question. The reasons for denial are:
   See No. 1 above.
4. It is ☐ Admitted ☒ Denied that 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 above.
5. It is ☐ Admitted ☒ Denied that notice of injury was given the employer. The reasons for denial are:
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6. It is ☐ Admitted ☒ Denied that the employee (needs) (is entitled to additional) medical care as a result of injury. The reasons for denial are:
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8. It is ☐ Admitted ☒ Denied that the employee is permanently disabled. The reasons for denial are:
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9. It is ☐ Admitted ☒ Denied that the employee has a serious disfigurement.
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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	Partner Title	dlooper@hedrickgardner.com Email	March 8, 2016 Date

Refer to R.67-204 and 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.

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 #:
Carrier File #:
Carrier Code #: 00438
Employer FEIN #:

Claimant's Name: Francisco Cedano Ramirez SSN: [redacted]
Address: 90 Dillon Rd., Apt. D1
City: Hilton Head Island State: SC Zip: 29926
Home Phone: (843) 338 - 5598 Work Phone: ( ) -

Employer's Name: May River Roofing, Inc.
Address: PO Box 341
City: Bluffton State: SC Zip: 29910
Insurance Carrier: American Zurich Insurance Co. (Travelers)

Preparer's Name: Michael P. Bennett Law Firm: Naert & DuBois, 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:** 1/18/2016

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2. Body part(s) affected are: to back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, chest, pelvis and legs
   Briefly describe how the accident occurred. Claimant was performing roofing work 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 01/18/2016 (Month/Day/Year) in the following manner:
   Claimant verbally told Antonio Sandoval, of May River Roofing, Inc., when Mr. Sandoval visited Claimant in the hospital

☒7. Due to injury, the claimant is in need of (check one):
   ☒(a) medical examination and treatment for: back, spine, right arm, left arm, left wrist, left hand, neck, pelvis, and chest
   ☐(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:
   05/30/2016 until the date law permits temporary total disability benefits to terminate

☐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 $1250.00, and demands accounting of days worked and wages earned as provided by law.

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   Cedano Roofing and Wood Working 90 Dillon Rd., Apt. D1, Hilton Head Island, SC 29926

11. Further grounds or unusual aspects of claim:

11a. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
   Beaufort Memorial Hospital 955 Ribaut Rd., Beaufort, SC 29902

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.

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

14. Estimated time needed for hearing: 1.5 hours

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SCWCC
MAR 03 2016
JUDICIAL

I certify I have served this document pursuant to Reg. 67-211 by delivering a copy to American Zurich Insurance Co. (Travelers) address PO Box 473502 Charlotte, NC 28247 on the 25 day of February 2016, 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 | Michael@lowcountrylegal.com Email | 02/08/2016 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.

STATE OF SOUTH CAROLINA
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
WCC No. 1600686

Francisco Cedano Ramirez, Claimant,	)
v.	)
May River Roofing, Employer,	)
and	)
American Zurich, Carrier/Defendants.	)

COPY

FULL COMMISSION HEARING

****

Monday, January 22, 2018
2:29 p.m. - 2:57 p.m.

The Full Commission Hearing was heard before Commissioners R. Michael Campbell, II, Avery B. Wilkerson. Jr., and T. Scott Beck, at the Workers' Compensation Commission, 1333 Main Street, Suite 500, Columbia, South Carolina, on the 22nd day of January, 2018, before Travis McLeod, Court Reporter and Notary Public in and for the State of South Carolina.

CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

APPEARANCES

Joseph DuBois, Esquire
Naert & DuBois, LLC
22 New Orleans Road, #1
Hilton Head Island, South Carolina 29928
Attorney for the Claimant

Nikole D. Haltiwanger, Esquire
Hendrick Gardner Kincheloe & Garofalo, LLP
1230 Main Street, Suite 325
Columbia, South Carolina 29201
Attorney for the Defendant

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EXHIBITS

(There were no exhibits marked during the hearing.)

STIPULATIONS

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

CALL TO ORDER:

COURT REPORTER: Today is January 22nd, 2018. This is South Carolina Workers' Compensation Case Number 1600686. This is the case of Francisco Cedano Ramirez, claimant, versus May River Roofing, employer, and American Zurich, carrier. The appellant is the claimant, represented by Joseph DuBois. The respondent is represented by Nikole D. Haltiwanger. Each side is allowed 10 minutes for oral argument and the appellant 3 minutes in reply. You are requested to argue the grounds of exception and stay within the record.

COMMISSIONER CAMPBELL: All right. Mr. DuBois.

COMMISSIONER WILKERSON: Let's clarify the record to start with. Ms. Haltiwanger, we had a little brief discussion off the record of the -- her law firm is representing American Zurich Insurance Company through May River Roofing Incorporated is the employer and Cedano Roofing, employer and Travelers Property and Casualty Carrier. Is that correct, Ms. Haltiwanger?

MS. HALTIWANGER: Yes, sir. We are representing May River Roofing, employer and American Zurich

Insurance Company, carrier, and then Travelers Property Casualty Company of America, carrier also. Yes, sir.

COMMISSIONER WILKERSON: Thank you. Just wanted to get that on the record.

MS. HALTIWANGER: Yes, sir.

COMMISSIONER CAMPBELL: All right. Thank you. Mr. DuBois.

ARGUMENT BY MR. DUBOIS:

MR. DUBOIS: Thank you and good afternoon, Commissioners. I appreciate your having us this afternoon. My name is Joseph DuBois. I represent the claimant in this case, Francisco Cedano Ramirez. Mr. Ramirez is 40-year-old roofer originally from Mexico who's been living in Beaufort County, South Carolina about 20 years where he lives with his family, four children and his wife. We're here today about an incident that happened to Francisco in January 18th, 2016 while he was working as a roofer on a residential roofing project in Beaufort County, South Carolina on a street called Tomotley Drive. Francisco unfortunately fell from about 20 feet, fell from the roof that morning and landed on the ground

sustaining injuries according to Dr. Stottlemyer of injuries to his back, neck, shoulders, chest, ribs, lungs, both arms. He was treated at the scene by EMS, taken to the emergency room and thereafter treated with Dr. Stottlemyer somewhat. We're here today because after the original hearing, the single Commissioner found that Mr. Ramirez's three avenues for compensability were all denied. And I'd like to work through each one of those in turn, if I may. Claimant seeks coverage under a policy that is issued directly to him from Travelers Insurance Policy. That's the first avenue for recovery. Second is a policy with defendant May River Roofing as a direct employee of that policy of that company, and that policy associated with that company. And then number three, as a statutory employee of May River, the contractor on the job. Let me start with the Traveler's policy. The Traveler's Policy may be found in the APA record at page 137. It is an insurance policy and as such, and we've quoted the law that supports this idea, an insurance policy is a contract that's between the insured and the

insurer. As such it's a contract and is subject to the standard rules of contract interpretation. Claimant alleges that insofar as he had very clearly and plainly named as an individual insured in this policy, this Traveler's Insurance Policy, insofar as the policy plainly states, if you are insured, if you are an employer named in item number one of the information page, that item, and we quoted this in our brief, lists him very specifically as an individual insured. Now the defendants in the analysis want to depart from this policy and review the testimony of Ms. Diaz at the Commission -- singe Commission level. She was the insurance agent or some sort of a broker that explained the policy and explained the application. Claimant suggested all that is irrelevant when you look at the actual named insured language you don't need to go down any of that road. In fact the policy itself clearly says, this is all that you are to consider, and we quoted that as well on page 12 of our brief.

COMMISSIONER WILKERSON: Let me ask you a question. How do you get around the NCCI rules when it

comes to a sole proprietor?

MR. DUBOIS: If there's any error in the drafting of this contract, that errs to the benefit of the claimant. The claimant is a roofer, the insurance company is an insurance company. So if they couldn't draft a policy that complies with state law, that is not something that the claimant should suffer. If ---

COMMISSIONER WILKERSON: He is a sole proprietor, right?

MR. DUBOIS: He is a sole proprietor, he is not a partnership.

COMMISSIONER WILKERSON: And underneath the language of the contract, it so states that if you're a sole proprietor you must elect coverage. It's my understanding in reading the entire document in the file that the injured party who was a sole proprietor did not elect coverage. Is that correct?

MR. DUBOIS: That came out at the hearing, yes. Over our objections, the defendant was allowed to introduce the evidence about the application for this policy, and that did come out at the hearing. We asked to exclude all that evidence as irrelevant under the parol evidence rule.

But yes, that's correct, that did all come out, yes, Your Honor.

COMMISSIONER WILKERSON: And the reason he said he did not take the policy on his own testimony is it cost too much money. Is that correct?

MR. DUBOIS: That was the impression that Ms. Diaz conveyed ---

COMMISSIONER WILKERSON: Okay. That's fine.

MR. DUBOIS: Yes.

COMMISSIONER WILKERSON: I just wanted to make sure.

MR. DUBOIS: The term that was used at the hearing is ghost policy. A policy effectively insures ghosts or no one or would-be employees if they were hired down the line. That's not the purpose that we're looking to this policy for coverage. We're looking for coverage as the -- as Mr. Ramirez as an individual which is what it lists him as. There is an analysis as to whether to elect or not elect, but we read the policy very clearly that that applies in this -- with this policy if he was a partner, if he had a partner, which he does not have. But if he had a partner then that triggers that second clause from page 12 that says, if that employer's a partnership and if you are one if

its partners, you are insured, but only in your capacity as an employer of the partnership's employee. So that's when we need to do that analysis as to whether he opted in or out. But as far as an individual it's plainly in. Now the second avenue for recovery has to do with whether he is a direct employee of May River Roofing. In Ms. Sandoval's testimony that came out at the hearing, we took her deposition as well and it was pretty consistent amongst both testimonies, May River Roofing changed from using roofers as employees to using roofers as independent contractors -- and I'm using air quotes for the record. For their own internal business reasons, for reasons of stability, for planning purposes so the roofers would take more incentive and control the jobs a little bit better. None of that is for the claimant's purpose, none of that is for some legally recognizable reason. It's for a business purpose for this roofing company to do for their own. And so I would suggest that because they structured this way, initially having roofers as employee and then later transferring them to independent contractors, what you see

is a lot of badges and incidents of employment. I'd just like to work through on the direct evidence or right to control, three important factors I would suggest are what they assigned particular jobs to Mr. Ramirez, potentially up to five per day. That sounds a lot like a manager and employment situation to me. Number two, Antonio Sandoval supervised claimant's work. He would sometimes give claimant direction, he would go by after the jobs. That sounds a lot like a manager as well. Number three, Antonio Sandoval required claimant to work only for May River Roofing. Now there is some factual debate in the record about this, whether that was encouraged or required, but at the very least it was encouraged by May River Roofing. So I think that's in claimant's favor. Finally they required Francisco to wear t-shirts and to put a magnet sign on his truck telling the world essentially he is with us, he is one of our employees. That, I would suggest, is a very strongly and very compelling evidence of employment relationship. As far as furnishing of equipment, May River Roofing provided the shingles, nails and common roofing

materials, paper, plastic, flashing, dumpsters and other similar roofing materials. That is not the type of things that your typical arms length general contractor -- general subcontractor would provide. Typically I would expect a roofing company to provide its own materials such as those and to wear its own shirts and to have its own vehicle signage as well. Method of payment is the third under the analysis, and that requires a little bit of thoughtfulness because there's two ways that these roofers are paid. One, they're paid to do the roofing shingles. And in this situation, claimant says that he was paid $60 per roofing square. That's a 100 foot square of roofing shingles. But he also did repairs to roofs in association with the shingle laying, and he got paid $25 per hour for that hourly work. Now that begs the question, what other independent contractor in this type of situation would be paid both per square and also per hour? I would suggest when you have anything on an hourly rate, that tends to indicate an employment relationship because how else could one company and another company have

a contract based on a number of hours when -- and this is in the record, it's often not known how big these small jobs would be. Finally the last factor is the right to fire. And it's pretty clear in the record that May River Roofing has the right to fire Francisco for any reason and any reason at all. That's the right to fire. I would suggest that all those factors under the direct employee analysis come out in claimant's favor. I think the burden is on the claimant to prove that by a greater weight or preponderance of the evidence. And I think when you go through thoughtfully and look at each of those four areas, I think it's pretty clear that it's -- claimant is an employee under any normal analysis. Now the final avenue is a statutory employee analysis. Now if Your Honors find that Francisco is a non-employee contractor of May River Roofing, which is what they want to suggest, then the law then treats him under Section 42-1-410 as an employee provided that an exception isn't met. And the exception to that is 42-1-415 which allows the defendant May River to exempt themselves from liability if they meet two very

important requirements, neither one is met here. Number one, the claimant has to represent himself to May River Roofing ---

COMMISSIONER CAMPBELL: Go ahead and finish your thought.

MR. DUBOIS: Thank you. That he has insurance. Well in this situation -- and we laid this out on page 18, claimant represented nothing to May River Roofing whatsoever. Any communication was between May River Roofing and PC&L Insurance Company. Claimant did not involve himself in anyway with that. So that's number one. And these are to be strictly construed, this is an exemption from liability, strictly construed against the employer in this situation. But second and more important, and this really belies May River Roofing calling themselves an upstream contractor, is that they did not require Francisco to provide them with a notice of -- certificate of insurance on the date that he began the Tomotley job on January 18th. They didn't do that that day. And the reason they didn't do that is because they didn't require for every job anyway. They had occasionally they would have the insurance

company send them a certificate, and that happened here maybe a month or so prior. But on that day when they sent him to that job there was no request nor was any certificate provided. Strictly construing that exemption requires that this employer, this contractor get that exemption on the day of the contracting from the claimant. That did not happen here. So if you strictly construe the exemption 42-1-415 against May River Roofing, they fail. I've gone over my time and I'm sorry for that.

COMMISSIONER CAMPBELL: All right. And you'll have three minutes in reply.

MR. DUBOIS: Thank you.

COMMISSIONER WILKERSON: I asked you some questions.

COMMISSIONER CAMPBELL: Yeah, so that's the reason we gave you a little extra time.

MR. DUBOIS: Thank you.

COMMISSIONER CAMPBELL: Ms. Haltiwanger.

ARGUMENT BY MS. HALTIWANGER:

MS. HALTIWANGER: Thank you, Commissioners. Basically what our position is on this is that the unambiguous language of this policy excludes the claimant from coverage. And one

thing that was said by Mr. DuBois is that this policy was issued to Mr. Ramirez. But the issue here is that it really is not. If you look at Section 1 of this policy it was issued to Cedano Ramirez, Francisco d/b/a Cedano Roofing and Woodworking. Item one of the information page clearly identified that as the insured in this policy. And then if you go to subpart A of the general section it defines you as used in the policy as the employer named in item one of the information page. And then if you go on from there, you look further into it in subpart B, it says, the insurer will pay promptly when due the benefits required of you, that employer, by the workers' compensation law. 42-1-160 requires an employer to provide benefits to an employee for injuries that arise out of the employment. So per the unambiguous terms of the policy, it only covers the liability of an employer for benefits due to an employee under the workers' comp law of South Carolina. Claimant would have to demonstrate that he is entitled to benefits under the workers' comp law of South Carolina. And our issue here is that he is a sole proprietor and

did not elect coverage under 42-1-130. There is a very specific requirement that you have to elect coverage. And I know we've all read that section, but I'll point that out again. If they are actively engaged in the operation of the business and if the insurer is notified of their election to be included. And that's what we keep going back to here as Traveler's saying that they -- there was nothing that ever included him. In fact there was an actual exclusion and that the claimant signed the application and agreed to the exclusion. The general rule is that a sole proprietor is not an employee and is excluded from benefits. That's the general rule. If he wishes to be included he has to make that election and must act affirmatively. Absent that then he's not an employee under the policy. No evidence was offered to show that he made any kind of affirmative -- took any kind of affirmative action. And if he had elected to do that and at some late point later on, then there would have been a change to the policy, there would have been an endorsement to this policy showing that he had changed and made that election.

But instead he had not -- he did not do that. There was no amendatory endorsement to this policy. So the evidence shows that he took very specific actions to exclude himself from this policy. Now the claimant would like for us to ignore all of that evidence, say that it has to be thrown out, you can only look at the policy. But the parol evidence rule doesn't apply in this situation. Workers' comp -- South Carolina rules of evidence do not apply in workers' comp. So parol evidence rule does not apply. The only evidence that we have showing what happened in this case is the evidence of what Ms. Diaz did as the agent -- PC&L agent who spoke to him in his language, his Spanish language, his native language, told him about what would happen if he did not include himself in this policy. There's testimony in the record showing that. And also the evidence of the application. So those are things that need to be considered when you're looking at this. They're the only things that are available to be considered in looking at this. You know, he had the difference in the premiums explained to him and he chose not to

cover himself because of the big difference in the premiums. That is our position. He knowingly opted for the cheaper premiums and did not elect to cover himself, and it's clearly there in that inclusion/exclusion section on the application. The other things, when you start talking about the direct employee and the statutory employer defense, when you look at the direct employee evidence, there is nothing here -- and our position is there's nothing here to show that he was a direct employee or Mr. Ramirez was a direct employee of May River. All the evidence points to Mr. Ramirez being an independent contractor. He first of all provided a certificate of insurance, had to provide a certificate of insurance at some point initially to May River. There is evidence actually in the record showing that he initially provided one, and we'd say that's enough to say that he's an independent contractor. But even going beyond that, you have the four factors to look at, right of exercise or exercise of control. He made his own hours, to the large extent he made his own hours. He was not given specific hours

of when he had to come in and when he had to report. He received work orders and that's most of the time when he interacted with May River. He could -- he didn't have to punch a time clock like a normal employee would do. He was not supervised in most instances. He -- they -- Mr. Sandoval visited the job sites at the end of the job to see what was going on with the work, see how it was completed and if there were things that needed to be done. He could negotiate additional payment, he could decline jobs, he didn't have to accept all the jobs. He chose his own employees and paid them out of the money he was paid by May River. So May River had no control over the employees that he used to get the jobs done. And he -- while it was something that they encouraged, May River did not require him to just work for them. Method of payment, he knew how much he was going to make in advance because there was contractual agreement for that. And he did not have a specific hourly rate. It kind of worked out to a kind of an hourly rate of $25 per hour on repair jobs. He didn't have a specific hourly rate, he wasn't paid at set intervals,

it was when the job was finished he'd submit an invoice and he was paid, like, the next week. Furnishing equipment, he provided all of his equipment, his truck, his tools. I think May River may have provided his ladder to him, but all the other stuff he provided. The rest of it -- the supplies -- May River acted as a vendor provided supplies for the jobs. Terminate employment, it's our position that May River could not terminate employment because there were contracts for each job. So if they were to terminate his employment, that would have been a breach of contract issue. And then let's get to the statutory employee issue. Under 42-1-400 if claimant was considered a statutory employee, then May River is not liable because Cedano Roofing notified it of its coverage pursuant to 41-4-15. An upstream contractor is relieved of liability if the downstream subcontractor represents that it is insured. And a certificate of insurance is, of course, sufficient to satisfy that purpose under the regulations. And, of course, as we've already talked about, May River received a certificate of insurance from Cedano Roofing.

Beginning in June of 2015, that certificate of insurance was coming automatically from the insurance agent bimonthly. Our position there, Mr. DuBois argued that it wasn't coming from Mr. Ramirez's hand directly to May River. But I don't think that's necessary. He was working for them constantly, he was coming -- it was coming over from their agent, so I don't think they had to get one for every single job in these instances because he was always working for them. As long as they had something showing that he had valid coverage, they weren't notified of any cancellation of his coverage, they were getting a notice bimonthly from his agent, they had notice that he had appropriate workers' comp coverage and valid workers' comp coverage. Again I would argue that the whole issue of not including himself is an issue here with the statutory employer doctrine because, again, a sole proprietor is not automatically covered under the act, and he has to elect that coverage. And finally I would argue that permitting the claimant to exclude himself from his company's policy and then allowing him to recover under the

statutory employer option would basically subvert the whole statutory employer doctrine because it was created to protect employees of subcontractors. And by doing this and allowing him to collect under May River's policy, it would run up their premium and he made the decision to not get coverage under his own policy. And it's just something that would not -- it would totally be unjust to allow him to recover in this instance.

COMMISSIONER CAMPBELL: Okay. All right.

MS. HALTIWANGER: Okay.

COMMISSIONER CAMPBELL: Any questions? Okay. Thank you, ma'am.

MS. HALTIWANGER: Thank you.

COMMISSIONER CAMPBELL: Mr. DuBois, you have three minutes, sir.

REPLY BY MR. DUBOIS:

MR. DUBOIS: Thank you. I appreciate my opponent's very able arguments. I'll try to just briefly address several of them. Part of the problem with this situation is that this man fell off a roof and became very very injured and is still very very injured. And trying to find him some avenue of relief is always a challenge

for the claimant's bar. In this situation, however, I would suggest that what happened was not entirely unforeseen. You've got a person up on a roof, by the defendant's own testimony, up to five different roofs on any given day doing things, which up until a few years ago, would have been an employee's job for May River Roofing. I think it's entirely foreseeable that we're here today with this construction that's happening. May River Roofing invited Francisco to come work for them, he was working for Pana Roofing -- this is all in the record. And he invited him about three years ago to come work. He said, you just have to get your own insurance policy. Francisco did that. He went down, met with the insurance agent, Spanish talked through it, got an insurance policy. And then they provided it. And he started working. Low and behold, a few years later he falls off a roof and becomes very injured. What we're looking for is just the plain language of the policy being read. We can jump through hoops, we can look at all the workers' comp statutes, we can try to analyze how this thing should have been written, but

what I would suggest the first and primary place to start is what does the policy actually says. In no uncertain terms it says, you are insured as an individual. Doesn't say anything about you being insured as an employer, doesn't say anything about being insured as a partner. It says you are insured as an individual. I would suggest that is the be all end all analysis under part one. Now part two, I think the problem is trying to shoehorn Francisco in an independent contractor category when, in every sense of the word, he should be an employee. He was sent up five roofs in a single day. I struggle to think of any other industry where an independent contractor would take on five jobs for one contractor in one day. That is the hallmark of an employee, not an independent contractor. But finally, the goal of the workers' comp system is to provide injured workers with a means to get treatment and get benefits and get back on the job. The goal of the workers' comp system would be served by finding compensability for claimant by putting him under treatment, by getting him healed and back to work. I would suggest that

at the end of the day, that is the purpose of workers' comp law. Thank you.

COMMISSIONER CAMPBELL: All right. Thank you both for being here today.

(There being nothing further, the full commission hearing concluded at 2:57 p.m.)

CERTIFICATE

This is to certify that the within hearing consisting of twenty five (25) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on May 1, 2018.

Travis McLeod
Notary Public for South Carolina
My Commission Expires: January 3, 2027

BEFORE THE

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO. 1600686

Francisco Cedeno Ramirez,
Claimant,

vs.

May River Roofing, Inc.,
Employer,

and

Travelers Property Casualty Company,
Carrier,
Defendants.

TRANSCRIPT OF PROCEEDINGS

November 17, 2016

This hearing was held before Commissioner Gene McCaskill, reported by Kimberly T. Power, Court Reporter and Notary Public in and for the State of South Carolina; said proceedings were held at the South Carolina Workers' Compensation Commission, Lowcountry Council of Governments, 634 Campground Road, Yemassee, South Carolina, on Thursday, November 17, 2016.

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THE COURT: Today's date is November 17, 2016. This is Workers' Compensation Commission File Number 1600686. This is the case of Francisco Ramirez Cedeno vs. May River Roofing, Inc. The carriers are Travelers Property Casualty Company of America and American Zurich Insurance Company. This is combined; is that a correct characterization?

MS. LOOPER: Correct.

THE COURT: The date of the accident is January 18, 2016. The parties are also going to speak to average weekly wage and comp rate in your positions, please.

Are there any objections to jurisdiction, venue, APA submissions, or any other item?

MR. DUBOIS: Yes, Your Honor. The claimant objects to those APA submissions offered by the defendants or any of the other documentation surrounding the insurance policy. We would also object to any witness to that. Our position is that the Rules of Evidence don't provide for examination of other documents outside the contract itself.

THE COURT: Ms. Looper, do you want to speak to his objection?

MS. LOOPER: Yes, Commissioner. As

to that issue, our position is that under South Carolina law, in order for a self-proprietor to be covered, he has to elect coverage. The evidence that is submitted as relates to the application clearly shows that Mr. Cedeno did not elect coverage, did not pay premiums and, therefore, he is not covered under this policy because those issues are relevant to determine the issues today.

THE COURT: Anything else?

MR. DUBOIS: No, sir.

THE COURT: All right. And we had a previous discussion about this before we went on the report. I am going to allow them in. Mr. DuBois, any other objections?

MR. DUBOIS: No, sir.

THE COURT: The Commission file becomes a part of the record with the exception of self-serving declarations and unstipulated medical reports.

Ms. Crystal Alphonso is here today to translate for the witness. She has completed the Commission's interpreter affidavit for interpretation and it has been notarized by the court reporter. Both of the attorneys, as I understand, are familiar with this form. Do either of you have an objection

to Ms. Alphonso serving as an interpreter or translator for this proceeding?

MR. DUBOIS: None from the claimant.

MS. LOOPER: None, Commissioner.

THE COURT: All right. Thank you so much for being here. We appreciate your service.

THE INTERPRETER: Thank you.

THE COURT: All right. We are here today, Mr. DuBois, pursuant to a Form 50 you filed on behalf of your client. Typically we would go forward -- well, I'm going to get positions first. Once I get your position and then Ms. Looper's position, we're actually going to hear from one of her witnesses since they are under subpoena. Do you agree with that?

MR. DUBOIS: Yes, sir.

THE COURT: And we appreciate that and that will allow this witness to return to work. Before we get there, Mr. DuBois, put your client's position on the record.

MR. DUBOIS: Thank you, Your Honor. Joseph DuBois for the claimant, Francisco Cedeno Ramirez. We are here today seeking a finding of compensability as to the injuries that he sustained while on the job on January 18, 2016 working in

Beaufort County, South Carolina.

The injuries that the claimant alleges to have suffered are to his chest wall, lungs, neck, bilateral upper extremities, and back as outlined by Dr. Stoddard in his questionnaire. The claimant seeks compensability from either his own insurance policy with Travelers Company insofar as the claim language of the contract clearly envisions him being a covered person.

Alternatively, the claimant seeks compensability from May River Roofing's policy with American Zurich Insurance Company under either a direct employer analysis as set forth in the Louis case recently or as a statutory employee pursuant to Code Section -- South Carolina Code Section 42-1-410 and 420.

The claimant will testify as to his average weekly wage being $1,250, yielding a comp rate of $833.38.

THE COURT: Ms. Looper.

MS. LOOPER: Commissioner, first as to the Travelers policy, our position is that in order for Mr. Cedeno to be covered under that policy, he would have had to have elected coverage, which he did not. He specifically was excluded. That was

explained to him as part of his application -- as part of the application process with his insurance agent. Additionally, Joe talks about the language of the policy. There is nothing in the policy that assures Mr. Cedeno that he has coverage either. He knew that he didn't have coverage.

As to the second argument, moving on to the American Zurich policy with May River Roofing, the Louis factors and the other Nelson vs. Yellow Cab, the factors pertaining to control in this situation clearly indicate that Mr. Cedeno was an independent contractor and not an employee of May River. Those factors include provision of his own tools, filing taxes as a company, also having control over when in the nature of the work that he did. He was not having ongoing supervision. He was allowed to come and go as he pleased and other information that will be made part of the record through the testimony that will be heard here today.

Additionally, as to the statutory employee argument, 42-1-410 and 42-1-420, basically that's a backdoor argument trying to get around the fact that the independent contractor is not covered. If he is an independent contractor, then he cannot be a statutory employee of May River. May River's

obligation would be to uninsured -- I'm sorry, employees of uninsured workmen that were on the job if they hadn't properly collected certificates of insurance pursuant to the statutory employee doctrine if not for Mr. Cedeno himself.

As to average weekly wage, Commissioner, we would argue that in the event there is coverage, which, again, we don't think we get there under either of Mr. DuBois's arguments, we would look to the tax returns because Mr. Cedeno did file taxes on behalf of his company and claimed a net profit each year. If you take those numbers and divide them by 52, which is consistent with our case law, the number that I came up with is $769.35 as an average weekly wage, $512.93 as a compensation rate.

THE COURT: Mr. DuBois, anything else?

MR. DUBOIS: No, sir.

THE COURT: Before we went on the record, Mr. DuBois handed up a brief which I have received. Obviously, it's not evidence, but it's a brief as to the claimant's position. Ms. Looper has requested the opportunity to submit a reply brief and she certainly can do that. She's indicated that she can have that completed by the 2nd of December. So

if you would, please, ma'am, submit that to the Commission by the 2nd of December, we will include it.

MS. LOOPER: Thank you.

THE COURT: All right. We will now hear from your witness, which Mr. DuBois is very gracious to allow us to do this. If you would call your witness, please.

MS. LOOPER: Yes. Travelers calls Isabelle Diaz.

THE COURT: Ms. Diaz, a couple of things for you. First, I need you to speak up. It's imperative that both of the attorneys hear you. In this case, we also have a translator. She will need to hear you. This young lady is making the record of this proceeding and she, of course, has to hear you and I have to hear you. So if you will speak up, that will be very helpful. Be cognizant of that. Sometimes folks get into questions and answers with one of the attorneys and they forget about the rest of us. So if you would be cognizant of that the entire time, I would appreciate that.

The second request I have is if you would, please, ma'am, answer yes or no questions with a verbal yes or a verbal no. If you shake or nod

your head, which I do all the time, but if you do that here, she actually has to put that in the record and that will slow her down. And if you answer with an uh-huh or an huh-uh, those are easily misunderstood. And, candidly, if you answer in that way, one of the attorneys or I will probably ask you is that a yes or is that a no. Don't let that throw you. It's just for the clarity of the record here today and for the clarity of the record going forward should anyone read the record in the future. Okay?

THE WITNESS: Yes, sir.

(ISABELLE DIAZ, being first duly sworn to tell the truth, testified as follows:)

THE COURT: Please state and spell your full name for the record.

THE WITNESS: My full name is I-S-A-B-E-L-L-E D-I-A-Z. It's Isabelle Diaz.

THE COURT: Thank you. Ms. Looper, your witness.

DIRECT EXAMINATION

BY MS. LOOPER:

Q. Ms. Diaz, thank you for coming today. You stated your name for the record. Will you please tell the Commissioner who you work for?

A. I work for PC&L Agency Insurance Company.

Q. And what is your job?
A. It's to sell insurance, customer service.
Q. And how long have you worked for PC&L?
A. Fifteen years.
Q. And during that 15 years with PC&L, have you sold workers' compensation insurance?
A. Yes.
Q. And when people come or when someone comes in to ask you about what coverage that they need, what analysis do you go through to determine what's needed?
A. When they first walk in, I always ask them -- because a lot of people don't know what they need and I always ask if you need workers' comp or GL. A lot of people doesn't even know what they want. So when they say no, they don't know, I always tell them to go and ask whoever is going to give them the job, what kind they need. At the end, they're going to need both.

But when they say I need workers' comp, I always ask I need this information. All information that I request also I always ask if they have -- they can have a payroll, I need to have an estimate in order for us to give a quote. If they say no, I always explain to them, especially before and after I

sell the policy, I always let them know that if they are sole proprietorship, they always exclude it. If they are a corporation, they always include it and I always make -- point that out because a lot of people doesn't even know what they get. So I always make sure that they understand that if they are sole proprietor or individual LLC, they always exclude it from the policy. They always have a choice, but they always going to have a high premium.

Q. And is counseling people that come in to buy insurance in the manner that you just discussed part of your regular job duties?

A. Yes.

Q. That you've been doing for PC&L for 15 years?

A. Yes.

Q. And Ms. Diaz, are you fluent in Spanish?

A. Yes, that's my first language.

Q. And if someone comes in that is Spanish speaking, do you explain the same things that you just went over with us in Spanish to that person?

A. In Spanish to make sure they always understand what I say.

Q. And as part of your job with PC&L, do you remember working with Mr. Cedeno?

A. Yes, ma'am.
Q. Tell the Commission about that.
A. Well, like I said, they always walk in, I always tell them if they need to be added or excluded, especially those workers that work in roofing because they represent a lot of dangers to them. It doesn't matter how small or how big is the job. I always explain to them that if they decide not to be included, if something happened to them, it's not going to be any coverage. So it's up to them. I cannot force nobody to choose to be included in there.
Q. And you had that conversation with Mr. Cedeno?
A. Yes, ma'am, like I do with every single one that is workers' comp.
Q. And what decision did Mr. Cedeno make?
A. He decided not to be included.
Q. But he did purchase a workers' compensation insurance policy from PC&L, correct?
A. Yes, ma'am.
Q. As well as a GL policy?
A. Yes.
THE COURT: Ms. Looper, for purposes of the record, we make an assumption everybody knows

GL means a general liability policy.

BY MS. LOOPER:

Q. Ms. Diaz, I apologize. We are using acronyms. I asked you about whether Mr. Cedeno purchased a GL policy, a general liability policy?

A. Yes, ma'am.

Q. Would you just explain for purposes of the record very briefly what a general liability policy would cover?

A. The general liability is just going to cover any damage in the future or whatever they got in that job and they damage anything, something that they don't have to work on. In this case, it's roofing and they destroy -- something happen to the roof and they destroy the ceiling or they destroy any other property, that's what I can cover plus it will cover in the future. Sometimes they never came in the same day. It can be, like, years later losses.

Q. And that coverage is also explained, correct?

A. Yes, I always make sure so that way they understand the difference between general liability and workers' comp.

Q. So when Mr. Cedeno purchased the policy from PC&L, he was aware that he did not have

coverage, correct?

A. Yes, ma'am.

Q. Is it your job, Ms. Diaz, to provide or prepare a certificate of insurance?

A. No, we have a special person that always does. She's always making sure that the policy is active at the time she issues a certificate because we've been having problems in the past that it's only one person that making sure that the policy is active. So I just send information to her and I always ask permission to get from the insured, is that okay to issue certificate.

Q. So that's not part of the scope of your normal job duties?

A. No, that's not part of my job.

Q. Ms. Diaz, I'm going to hand to you what appears in defendants' APA at Tab E beginning at Page 320 and it goes through Page 327. Will you look over that, Ms. Diaz, and when you're ready, let me know?

A. This is an application for workers' comp.

Q. And is that application gone over with the people that are coming in and applying for a workers' compensation policy?

A. Yes.

Q. And do you, as part of the process of

counseling them on what coverage will be provided under the policy, go through that application?

A. Yes.

Q. And what questions or how do you go about determining what their payroll is?

A. We -- a lot of people doesn't -- doesn't -- sometimes they don't understand exactly what payroll means. So I always go by whatever -- it's not whatever you're going to get paid. It's whatever you pay because there is a lot of confusion between people that get paid, especially that got subcontractors. That is not going to count. It's going to count only whatever you pay to somebody either cash, check, or whatever and work for one hour, two hours.

And I always -- like if you see here on the payroll and the second page, it also has it right there. So I always make sure like give an estimate, like how much it's going to charge for every $100. In the workers' comp, whatever you do, they always going to chart this right here. So if they haven't had payroll, I always ask them to let me know so we can try to find a better quote because when they sole proprietor, everybody go to NCCI, National Council of Compensation Insurance.

Q. Will you just explain for purposes of the record what the NCCI policies are and how they differ from ones that are bought on the open market?

A. NCCI is -- most of our policies for the people is that individual and they choose not to be covered. That's why they call it ghost policies. Everybody doesn't qualify for other policies, what we call inside the pool. If you have high payroll, there is a lot of companies they will take you. But for roofers, it's very difficult. And I always give them the choice to save a little bit of money on that case. So I always explain that to them just in case if audit, they don't get stuck with that money between the past and the current one.

Q. And would you explain, just for purposes of the record, what you mean by "ghost policy," what that term means?

A. A lot of people use the ghost policy. That means that they don't have no employees at all.

Q. And would that also mean that they have elected to exclude themselves?

A. Yes, ma'am, it's showing they are excluded.

Q. In the case of Mr. Cedeno, did he purchase what you term a ghost policy?

A. Yes, ma'am.
Q. Did he indicate to you that he had employees?
A. No.
Q. Did he indicate to you that he had any payroll?
A. No.

MS. LOOPER: Those are all my questions, Ms. Diaz. Please answer anything that Mr. DuBois may ask.

THE COURT: All right. Mr. DuBois.

MR. DUBOIS: Thank you, Your Honor.

CROSS-EXAMINATION

BY MR. DUBOIS:

Q. Ms. Diaz, hello. How are you?
A. I'm good.
Q. You've worked for PC&L 15 years; is that correct?
A. Yes, sir.
Q. So you've done this sort of process with people applying for and receiving insurance company -- workers' comp insurance policies for a while, correct?
A. Uh-huh.
Q. Is that yes?

A. Yes.
Q. She's got to write down your answer.
A. Yes.
Q. You testified that Francisco knew when he was done with the application that he was excluded from coverage; is that correct?
A. Yes, sir.
Q. Let's drill down that. How exactly, specifically, did he know he was excluded from coverage?
A. Like I say, when they walk in and they ask -- I always ask them -- because we have a form they have to fill out and I always ask them if they had employees on payroll. Because, like, when they ask for ghost policy, I make sure that they understand that they are not covered. And what I always make kind of funny jokes on them -- for them to understand and remember it's not going to be covered, I say, okay, after they sign, after they pay me, I say, okay, let's make this sure. If something happened to you, if you fell or something happened, just -- and you fell, just, oops, get up and get going because this is not going to cover. You always have a choice and you can add it any time to the policy. But, like I said, when I explain how much

they going to pay per 100, they decline it. I cannot force nobody to be included.

Q. I don't want to mischaracterize what your testimony is, but I think I understand the answer is verbal? You verbally explain that to them; is that correct?

A. We always do verbal. When they sign the application, we point it out where it is excluded. But they always have a choice to be included.

Q. Does your company or the insurer itself, to your knowledge, provide the exclusion information to the claimant, Francisco, in any other form other than verbal?

A. It's in the application. If you check the application, it's going to mark with an E. It means exclude.

Q. So in the application. Is it anywhere else that they're excluded?

A. No. When they receive all the papers from the company, then -- I'm pretty sure a lot of people don't read it -- it's said in there it is also excluded.

Q. Are you aware whether there's ever actually an insurance contract -- policy contract that's issued out when this application takes place?

A. All the policy haves a contract. We always mail it out to the insured.
Q. And so do you know if Francisco has a contract -- a written contract for insurance?
A. From the company, they always send -- they explain it also in there how it works, what is covered, what is excluded, and how to get ready for audits.
Q. Do you have anything to do or does anyone at your company, PC&L Insurance, have anything to do with preparing that insurance contract?
A. No.
Q. Who does?
A. Travelers.
Q. Do you have any part to play in analyzing the insurance contract that Travelers issues?
A. No.
Q. Did Francisco ever report these injuries to you?
A. Yeah, we knew.
Q. What did you tell him when he did that?
A. That it's not covered under his policy.
Q. And when you made that determination, where did you look?
A. On the application.

Q. Did you look at the policy?
A. No, sir.
Q. Have you ever seen his policy?
A. No.
Q. Even today?
A. No. I just go by the application and I know when it's excluded. And, like I said, individual people and LLC, the owners exclude it.
Q. Well, ma'am, I don't want to get into generalities. We have a very particular claim that we're analyzing today. So I just want to, if I may, restrict it to Francisco. Did Francisco specifically desire to exclude himself in this application?
A. Yes, sir.
Q. Can you show me?
A. On the application.
MR. DUBOIS: Your Honor, may I approach the witness?
THE COURT: Certainly.
BY MR. DUBOIS:
Q. Ma'am, I'm handing you what is APA 320 through APA 327, for the record. I'm handing you what I think you are representing is the policy application. Can you look on there and identify for me where Francisco desired to exclude himself?

A. Where it said individual include it or exclude it, in the State of South Carolina, the name of the insured is Francisco Cedeno Ramirez, roofing, and then next to it it said included or excluded. We mark with a letter E, means excluded.

Q. Let me stop you there. Did you mark that with your hand on the computer?

A. Yes, sir.

Q. Not Francisco, correct?

A. No Francisco because they don't -- we are the one that fill this out, not them.

Q. Now, look on the very last page and tell me if he signed that application.

A. This application is not signed, but I'm pretty sure he did sign.

Q. I just want to work on the document we have, ma'am. Is there a signature on that document?

A. No.

Q. Look on the first page and tell me what the date of that application is.

A. It doesn't have a date.

Q. Very first page, ma'am. Is there a date on the very top left on the very first page?

A. On the top it is on the first page, May 30, 2014.

Q. May 30, 2014?
A. Yes, sir.
Q. Can you explain to the Court and to me how that application relates to a policy that was issued in 2015?
A. When they purchase the workers' comp for the first time, we do not have request them to fill out an application every year. It just continues. They decide to send the payment and pay us and we send the payment to the company, then the company just issue the renewal. At the end of every policy number, there is a number like 01, 02, 03, that means they continue to renew that policy. But we do not fill one application every year.
Q. So it would have been some sort of automatic renewal; is that fair?
A. Yes, sir.
Q. How much did Francisco pay in 2015 for his 2015 to 2016 policy? Can you tell?
A. I'm sure it's here. $1,250.
Q. Exactly how many people did that policy insure?
A. In this policy? There is nobody insured in here. You can see on the second page that it's not employees on payroll.

Q. What's the $1,250 for, then? Why did you charge this man $1,250 to insure nothing?

A. That's how the companies charge because he said in there, if you check the cost and expenses. It's the cost of insurance, $1,250.

Q. Is it fair to say that, as best you can tell, that policy -- and I want to restrict your answer to the 2015 to 2016 policy, I think was a renewal. What is the insured's risk?

A. They're not covered.

Q. I'm sorry?

A. They're not covered.

MS. LOOPER: Commissioner, if I may, for the record --

MR. DUBOIS: Your Honor, I just want to hear the answer.

THE COURT: Let's finish with this exchange.

BY MR. DUBOIS:

Q. What is the risk that's covered?

A. It's the cover -- it's only -- it's going to cover the risk if they -- like I said, it will cover only if they had any employees, but the owner of the policy of the insurance is not covered.

Q. Is the answer nothing, nobody is covered,

zero people?

A. When they sign this, no, because they say they don't have no employees. But if they had employees and they hired somebody for the day, for an hour, or for a minute, that employee is going to be covered, but that doesn't mean the insured is covered.

Q. Do you know if presently there's an audit going on with this policy? Do you have any idea?

A. Every year -- every year they audit. They do it in the first three months, if I'm not wrong, they do an audit.

Q. Do you know whether Francisco is being audited presently?

A. They did.

Q. You are aware of that?

A. Yes, I am aware of it.

MR. DUBOIS: That's all my questions of this witness. Thank you.

THE COURT: Ms. Looper.

MS. LOOPER: If I may, Commissioner, Jose, for your reference too, there is a signed copy of the application. I pulled that one out because it's a cleaner read. That appears at APA Pages 241 to 244, submitted by Joe's APAs. So I didn't put

them in twice.

REDIRECT EXAMINATION

BY MS. LOOPER:

Q. Ms. Diaz, I just want to, real briefly, make sure we clarify. Mr. DuBois was asking you about what risk is covered and you stated that if he were to hire an employee. Can you just -- if somebody was to work for him for a day or whatever, would you please explain to the Commissioner, again, what you said on that point?

A. When he say what type of risk, it doesn't necessarily mean roofing. It will cover whoever is hired for him for one minute, two minutes. We have people they may get injured as soon as they walk into the workplace. It will cover for them because if being hired from the insurer, anybody that work one day that they call labor, one day full-time, part-time, if they get injured on the job site, it will get covered under that even when the policy doesn't say it. Only employees.

Q. And even though he reported no payroll, correct?

A. Yes, because sometimes I don't know. They may get a big job and they hire somebody. So I want to make sure that they understand they're going to be

covered and that payroll is going to pick up at the end of the year when they do the audit.

Q. And when they do the audit and it picks up payroll or risks that they weren't aware that was out there, what happens to the premium?

A. It will increase. They receive two invoices: One for the premium for the past for the term that already expired, and a second one for the current one. And sometimes people get confused because most of the time it's the same amount, but I always point out the dates of the policy so that way they understand the billing.

Q. I do just want to authenticate this signed document, so if you will just look over that. What are you looking at, Ms. Diaz?

A. I'm looking at his signature. It was dated on May 30, 2014. And I'm looking, also, again, on the application.

Q. So is it fair to say that those -- that that document is a signed copy of the cleaner text that we were going over earlier?

A. Yes.

MS. LOOPER: That's all for me, Commissioner.

THE COURT: Other questions of this

witness?

MR. DUBOIS: No your Honor.

THE COURT: Just back up. Help me. You are a licensed insurance agent?

THE WITNESS: Yes.

THE COURT: Licensed by the State of South Carolina?

THE WITNESS: Yes, sir.

THE COURT: Are you required to carry errors and omissions insurance?

THE WITNESS: Yes, sir.

THE COURT: Have you ever --

THE WITNESS: We have it through our company.

THE COURT: Have you ever had a claim against your errors and omissions policy?

THE WITNESS: Not that I know. I mean, we have it as a company, as an agency.

THE COURT: Are you aware of any?

THE WITNESS: No, no, I am not.

THE COURT: Any further questions?

MR. DUBOIS: No, sir.

MS. LOOPER: No, Commissioner.

THE COURT: Do either of you anticipate recalling this witness?

MR. DUBOIS: I do not.

MS. LOOPER: No, sir.

THE COURT: Thank you so much for being here today. You are excused. All right. Mr. DuBois.

MR. DUBOIS: We call the claimant, Francisco Cedeno Ramirez.

THE COURT: Mr. Ramirez, I'm going to swear you in in a moment. You need to speak to the translator, Ms. Alphonso. She will translate into English. Do you speak any English?

THE WITNESS: A little.

THE COURT: Because I've worked with international folks before and anyone who has been here for any period of time picks up an understanding of English sometimes faster than they are willing to speak English. If you understand a question in English, wait for the translation and answer in Spanish. That way I have an assurance that you have heard the question in your native language and that we are hearing your answer in your native language so that I can make certain that the answer is complete and correct.

THE WITNESS: Yes.

THE COURT: One other request for

you. When Ms. Alphonso is translating to English, wait to say anything else to her until she finishes so that we do not have two people talking at one time.

THE WITNESS: That's fine.

(FRANCISCO CEDENO RAMIREZ, being first duly sworn to tell the truth, testified as follows:)

THE COURT: State your name for the record.

THE WITNESS: My name is Francisco Cedeno Ramirez.

THE COURT: Thank you. All right. Mr. DuBois, your witness.

MR. DUBOIS: Thank you, Your Honor. May it please the Court.

DIRECT EXAMINATION

BY MR. DUBOIS:

Q. Good afternoon, Francisco.

A. Good afternoon.

Q. It's okay to be a little nervous. We're just going to ask you some questions.

A. That's fine.

Q. Let's start off with who you are. Tell me where were you born? How old are you?

A. My name is Francisco Cedeno Ramirez. I was born in the state of Mexico. I've been living in South Carolina for 20 years.

Q. Are you married?

A. I am married. I have four children. I have worked in roofing.

Q. How long have you worked in roofing?

A. Approximately 20 years.

Q. Where do you live? What's your address?

A. I live on 90 Dillon Road, Apartment L2. We just changed our address about a week ago. In Hilton Head, South Carolina.

Q. Okay. Thank you. How are you associated with May River Roofing?

A. I met him. I used to work for a different company. He invited me to work with him. The truth is, I don't remember how long it's been. Approximately three years. He told me that I needed to get insurance to be able to work with him.

Q. Who are we talking about? Is it Antonio Sandobal?

A. Yes, Antonio.

Q. He's the owner of May River?

A. Yes.

Q. Okay. Please continue.

A. He told me -- I started to help him do some work. He said that if I worked with him, that I could only work for him and no one else. I had to wear his T-shirts and I had to use the images from the company wherever I went on my automobile.

Q. Like a sign on your car?

A. Yes, signs on the car.

Q. Did they provide you with the jobs?

A. Yes.

Q. What type of jobs are they? Are they residential or commercial?

A. Residential.

Q. How long is your typical roofing job with this company?

A. If it's repair, it could be half a day. If it's a bigger job, it could be two, three days.

Q. Who from May River Roofing assigns you to the particular jobs?

A. Antonio Sandobal, the owner.

Q. Does he supervise your work?

A. Yes.

Q. After the job is done, is that when you get paid?

A. No.

Q. How do you get paid for this work?

A. The payroll. I don't know how you say it in Spanish.
Q. Do you get paid every week or per job or how does that work?
A. When he finishes -- when I finish a job, then I get paid the following week.
Q. Are you paid per the hour or per the work or what other unit?
A. He pays me by the hour, $25 an hour. In location, he pays me for some part of the work -- for so much of the work.
Q. Let's talk about the shingles, nails, and other materials for these jobs. Who provides those?
A. May River Roofing.
Q. From what supplier do those materials come?
A. They have different providers. One of them is on the island called Espy Lumber.
Q. Let's talk about the 78 Tomotley job. Do you remember that job?
A. I don't know.
Q. 78 Tomotley is the address of the home in Beaufort where the EMS found you.
A. I don't really remember the address.
Q. Do you remember doing work in Beaufort at

a residence and having a roof fall?

A. Yes.

Q. Briefly tell us what happened that day and how you fell.

A. That day another group from the company was doing another house, so they couldn't go to the job and they assigned me to go there. When I got to the job, the other group put a piece of metal. I don't know if it was the owner of the house doing the construction. They told me that the piece of the metal, there was a scratch on it and I went closer to the edge to look. When I noticed the metal, it wasn't a scratch. It was a piece of tape. When the metal is made, it was a piece of tape left.

I was trying to remove the tape. I didn't quite finish what I was doing. I had to go down to get something and then I came back up. And when I made the attempt to remove it, then I don't know what happened from there until the paramedics were cutting my clothes. I told them that I'm fine and they told me I was not fine. I noticed that I was all tied up. From there on, I don't remember anything until I woke up at the hospital.

Q. How are you doing today? What's going on with your body today?

A. I broke my left hand and I've had a lot of problems, including I have a bone that's coming out. I've been working and whenever I'm working, like, close to an hour, then my neck starts to hurt and my back, the hip. One of my knees started to hurt. The cheek, like it makes noises.

Q. Like a clicking?

A. Like it clicks, yes. I'm having trouble with my memory, too. I don't know what's going on there. There are things that have very common and, unless I'm reminded, I can't remember.

Q. Did you strike your head when you fell?

A. On the back all the way.

Q. How are you getting along financially these days? Are you working?

A. I sold a piece of land in Mexico to my brother and he sends me the money. I have been working. I have been working very little.

Q. Are your injuries making it difficult? Are your injuries making work difficult?

A. Yes, very.

Q. How many days had you been on the job before you got hurt?

A. Which job?

Q. The 78 Tomotley house?

A. That was the first day on the job.
Q. And you said that somebody assigned you to go to that job. Who was that person?
A. Antonio Sandobal.
Q. When you went to do that work, what did you think would be -- how would you get paid on that job?
A. Normally when I get to a house, we will have a salary. In other words, I knew exactly what I was going to get paid. If there was anything extra, then he would pay me by the hour.
Q. Were you ever paid for the work you did on that house that you got hurt?
A. Yes.
Q. Do you remember how it was calculated?
A. No.
Q. When you went to the house that day, was that the start of your work on that job?
A. Yes.
Q. When Antonio was sending you over to that house, did he ask you to send him a copy of the certificate of insurance that you had got from PC&L?
A. No.
Q. Did you that day provide anyone at May River Roofing a copy of your certificate?

A. No.

Q. What is your average weekly wage from May River Roofing?

A. I don't have a fixed salary, but approximately $1,200. Around that figure.

Q. Just one more question, Francisco. For your work, did May River Roofing have the ability to just tell you to go home, stop working?

A. Yes.

Q. And for the job on which you got hurt, did May River Roofing direct you to go to that job that day?

A. Yes.

Q. And you went, correct?

A. Yes. Correct.

MR. DUBOIS: That's all my questions, Your Honor.

THE COURT: All right. Ms. Looper.

CROSS-EXAMINATION

BY MS. LOOPER:

Q. Mr. Cedeno, I want to go over how you were paid with a little more detail. Were you paid by the job?

A. I got paid by the work.

Q. How was that computed? How was that

figured up, how much you would get paid?

A. Antonio and I figured out that he would pay me like $55, ten feet -- ten square feet to install shingles. And if there was a repair, he would pay me $25 an hour.

THE COURT: Were you paid by the square?

THE WITNESS: Yes.

THE COURT: And you were paid -- did you compute the job with Antonio before you started and you agreed on a price per square or price per the job?

THE WITNESS: Some jobs he would pay me for the job and some would be by the square. He would, more or less -- like 50 squares, if it was extra than, let's say, 50 squares, then he would pay. And if it was less, then he wouldn't pay.

THE COURT: Go ahead.

BY MS. LOOPER:

Q. I don't know that I understood that last part. Will you explain --

THE COURT: A square is 100 square feet of shingles of roofing material.

BY MS. LOOPER:

Q. I still don't understand how the cost was

estimated.

A. For example, if he says it's 50 squares and it was less than 50 squares, then he would get paid less. I would get paid less.

THE COURT: And A bundle of shingles is about a third of a square; is that true?

THE WITNESS: It's three bundles in a square.

THE COURT: Three bundles in a square?

THE WITNESS: Yes.

BY MS. LOOPER:

Q. And you testified that you were paid $55 a square, correct?

A. The $55 was for the beginning. I can't remember from what time one he started paying me $60.

Q. And is that an increase that you negotiated?

A. No.

Q. Let me ask it this way: Did you have a conversation with Antonio saying that you weren't making enough money?

A. I don't remember having a conversation like that.

Q. In the meantime, will you explain to the

Commissioner what you provided for each job site?

A. I provide my auto, my compressor, the pouch, everything that should be on the pouch. I had my own ladder, but he would lend me his own.

MR. DUBOIS: Can you repeat that?

THE WITNESS: I had my own ladder, but he would provide his own.

THE COURT: What about your nail gun?

THE WITNESS: I had the gun, but not the nails.

THE COURT: He would provide the nails for the gun, but you had the nail gun and the compressor?

THE WITNESS: Yes, I had the compressor and the gun, but he would provide the nails.

THE COURT: All right.

BY MS. LOOPER:

Q. And if you needed somebody to come help you on a job, how did you find that person?

A. Whenever a job was too big, then I would get someone or a friend or somebody to help me.

Q. Who paid that friend?

A. I did.

Q. And did that change how much you were

getting paid a square?

A. Yes.

Q. Tell me about that.

A. Can you repeat the question?

Q. Sure. You told me that when you had a helper come out, that you would pay them out of the money that you received. And my question to you is that when you had to pay a helper, did you get paid more a square?

A. No. Sorry. No, they didn't. It was always the same salary. It was a set salary.

Q. So that came out of your pocket, correct?

A. Yes.

Q. And all the tools that we talked about you providing the nail gun and the -- we don't have to go through all of it, but you purchased those things out of your pocket, correct?

A. Sometimes he would give me, like, the blower. The first compressor, he helped me buy that, but I paid him back. Some of the extra tools, he would help me buy that.

Q. But stuff that you paid -- the stuff that you paid for out of your pocket, that came out of the money that you were paid by May River, correct?

A. Yes.

Q. And you deducted that on your taxes?
A. No.
Q. Let me grab your tax returns for you.
MS. LOOPER: Commissioner, off the record for a moment.
(Off the record.)
MS. LOOPER: For the record, Commissioner, I'm going to be looking at Tabs F and G of defendants' APA beginning at Page 328.
BY MS. LOOPER:
Q. Mr. Cedeno, I'm going to hand this to you. This was produced to me by your attorney. Do you know what that is?
A. Taxes for 2014.
Q. And was that tax -- was that tax return submitted to the federal government?
A. Yes.
MR. DUBOIS: Your Honor, I'm going to object. We supplied three years of taxes: 2013, 2014, 2015. I'm just going to object to 2013 or 2014 as being too remote to the matter. 2015, I would say, is arguable.
MS. LOOPER: Commissioner, all I'm trying to establish is that he deducted business expenses on his tax returns and I can go through each

one. I was trying to just go through one so not to belabor the point.

THE COURT: Are they all on one schedule?

MS. LOOPER: Yes, they are included in the record.

THE COURT: Given the limited purpose for which she uses to use the return, I'm going to allow that. If you decide to go beyond that, I may readdress Mr. DuBois's objection. Okay?

MR. DUBOIS: Thank you, Your Honor.

BY MS. LOOPER:

Q. First, I'm going to show you this is Page 356. I'm going to hand you this. Can you tell me what that is?

A. Tax declaration.

Q. Did you receive that 1099 from May River?

A. Yes.

Q. And did you give that to the person that was preparing your taxes?

A. Yes.

Q. And is it your understanding that they used this document, this 1099, in preparing your tax returns?

A. I give it to him when I told him I wanted

to get my taxes done.

Q. That's your 2015 1099.

THE COURT: Ms. Looper, it was my understanding we were going to talk about what he had deducted on his taxes.

MS. LOOPER: I am, Commissioner. I was just trying to skip over to 2016.

THE COURT: Let's quickly get there.

MS. LOOPER: I'll come back to it. I'm having a hard time finding the page I'm looking for.

BY MS. LOOPER:

Q. Mr. Cedeno, we talked about when you brought somebody to the job site, you paid them out of your pocket, correct?

A. Yes.

Q. And I just want to make sure we covered this. Did you provide your own transportation to and from work?

A. Yes.

Q. And we talked about the tools that you provided. You testified earlier that you opened your own company, is it four years ago; is that correct? Is my recollection correct?

A. I don't remember. Approximately.

Q. And I believe you testified that you started working for May River about two years ago?

A. Approximately. I can't remember. I don't remember the exact date.

Q. And you had a conversation with Antonio that you needed to get your own workers' comp and general liability insurance, correct?

A. Yes.

Q. And you went to PC&L and you purchased a workers' comp insurance policy and a GL policy, correct?

A. Yes.

Q. And I'm going to scoot back just real quick.

MS. LOOPER: It's Page 326 and 327, Joe, and Commissioner McCaskill. Can I have a minute to go through my notes and make sure I've covered stuff?

THE COURT: Certainly.

(Off the record.)

THE COURT: Let's go back on the record. All right. Ms. Looper.

BY MS. LOOPER:

Q. Going back on the record, just a couple more things I want to go over, Mr. Cedeno, and then

I'll be done. I do want to clarify I believe you testified that you went and got workers' comp insurance. Was the first time that you had ever got workers' comp insurance you went to work for May River?

A. No.

Q. When is the first time you purchased workers' comp insurance? Who were you working for?

A. I can't remember when, but I used to work for Pana Roofing.

Q. And when you worked for Pana Roofing, you also had your own insurance, correct?

A. Yes. Correct.

Q. And at least for a portion of the time while you worked for Pana Roofing, you had your own company, correct?

MR. DUBOIS: Your Honor, I'm going to object because this is not relevant at all to the issue.

THE COURT: Where are we going with this?

MS. LOOPER: The reason it is relevant, Commissioner, is because I take his testimony or I understood his testimony to be that he started his company and went out and got workers'

comp insurance because May River told him he had to, like it was something brand new. And I'm just trying to establish that there was a history and a pattern of that before he came to May River. He was already working as a subcontractor for Pana.

THE COURT: Mr. DuBois, anything else?

MR. DUBOIS: Again, Your Honor, the claimant's position is that all this stuff about the application and all this is just absolutely irrelevant. We should have a document that tells you what terms of the contract are all the rest is simply not relevant. So to ask about another policy that's not even applicable to this event, I would just suggest is totally irrelevant.

THE COURT: Anything else, Ms. Looper?

MS. LOOPER: No, Commissioner. I've already stated my position.

THE COURT: All right. And I think you've -- did he answer the last question?

THE COURT REPORTER: No, she was still interpreting the question.

THE COURT: I will allow this, but we need to move on.

MS. LOOPER: That's fine, Commissioner.

THE INTERPRETER: What was the question again?

BY MS. LOOPER:

Q. Had you had workers' comp insurance and had you filed taxes as your own company before coming to May River?

A. Yes.

Q. And going back to how you were paid. If you came to a job and there was something that you didn't anticipate, like a repair, how was that handled?

A. Which job?

Q. Any job that you were working for May River?

A. Oh, May River?

Q. Correct.

A. Can you repeat the question?

Q. Yes. If you were to go to a job to complete a roofing job for May River and you anticipated a repair or you encountered a repair that you didn't know that was going to be there, what did you do?

A. I would do it because I have to leave

everything repaired well and I would calculate the hours that I worked. Those were the hours that I would charge.

Q. And would you invoice May River?

A. No, not really invoice. Just whatever was done, that was all.

Q. And did you put a price on how much it was worth?

A. No.

Q. So you didn't send them a statement of what repairs you did with an amount it for which you were owed those repairs?

A. No, I only report how many squares it was and how long I stayed in the repair.

Q. Did May River ever ask you to reduce the price you were asking for a job because it costs more than they had quoted for it?

A. I don't remember.

Q. When you were on a job site, did you have a supervisor on the site?

A. Antonio was the one that supervised, but he used to go on occasion.

Q. I'm sorry?

THE INTERPRETER: On occasion.

BY MS. LOOPER:

Q. So when you went out to do a job, were you trusted to do it right?

A. Yes, sometimes he would give me directions or indications.

Q. Did you have -- did you punch a time clock at all?

A. No.

Q. If you had a job, were you given a specific day and time that you had to start it?

A. No.

Q. Were you given a specific time each day that you needed to be on a particular job site?

A. Occasions they would send me to a job where it would have to be done a certain day. Construction could be an hour before or after. Normally, yeah, we tried to be there at eight o'clock in the morning at the job site.

Q. Did he check up on you to see what hours you worked?

A. If I did a repair, then he would calculate how much time it would take.

Q. But with your jobs, did he tell you, hey, Mr. Cedeno, you've got to show up at 7:00 a.m. and you can't kick off until 5:00?

A. No.

Q. Were you provided a time frame which your job needed to be completed?

A. On occasions he would finish a job and then the next day they would start another job.

Q. I am just going to quickly cycle back with the tax returns and just for purposes of writeoffs. I'm going to represent to you, Mr. Cedeno, that this was something that was submitted as your 2015 tax return. I'm at Page 355, if anybody would like to follow along. I'm just going to show you the bottom, Mr. Cedeno. Do you see those deductions?

A. Yes.

Q. So is it fair for me to say that you did deduct your expenses on your income taxes?

A. Some of the tools that I provided and gas. I have to buy special shoes, special clothing, and I have to -- those are expenses.

Q. And when you stopped -- my understanding is that you no longer are working with May River; is that correct?

A. Yes.

Q. My understanding is that you quit, correct?

A. Yes.

Q. They offered you other jobs, but you declined to work with them?
A. Yes.
Q. And my understanding is they contacted you since the hurricane and offered you jobs and you declined those?
A. Yes.
MS. LOOPER: That's all for me, Commissioner.
THE COURT: Mr. DuBois.
MR. DUBOIS: Thank you, Your Honor.

REDIRECT EXAMINATION

BY MR. DUBOIS:
Q. Francisco, when you need to hire someone to help you for a roofing job, you testified you would pay those people, correct?
A. Correct.
Q. Were those larger jobs that you could not handle on your own?
A. Correct.
Q. Do I assume those jobs were bigger paying jobs?
A. Correct.
Q. And you would pay the people that would help you on those jobs out of that larger check,

correct?

A. Correct.

Q. As you sit here, are you able to get up on a roof and fix it?

A. I could go up the roof, but my job requires a lot of stability. There's a lot of things that I cannot do.

Q. I think I understood your testimony to be that sometimes they did require you to be on a particular job on a particular day; is that correct?

A. Yes.

Q. Was the job on which you fell from the roof that we are here about today, was that one of those jobs?

A. I don't remember.

MR. DUBOIS: No further questions.

THE COURT: All right. Ms. Looper?

MS. LOOPER: None, Commissioner.

THE COURT: Thank you very much.

MR. DUBOIS: The claimant rests, Your Honor.

MS. LOOPER: The defense calls Leslie Sandobal.

THE COURT: All right. Ms. Sandobal, if you will come up an have a seat, please. You were

present for speak up and answer with yes or no. So unless you have questions about that, we are not going to plow that ground again.

THE WITNESS: Okay. Sounds good.

(LESLIE SANDOBAL, being first duly sworn to tell the truth, testified as follows:)

THE COURT: Please state your full name for the record.

THE WITNESS: Leslie Sandobal. L-E-S-L-I-E, S-A-N-D-O-B-A-L.

THE COURT: Thank you, Ms. Sandobal. Ms. Looper, your witness.

DIRECT EXAMINATION

BY MS. LOOPER:

Q. Leslie, where do you work?

A. I work for May River Roofing.

Q. And who owns that company?

A. Antonio Sandobal. He's my dad.

Q. And how long has he operated May River?

A. We have owned May River Roofing for 12 years and I have been working there for eight.

Q. And what is your job?

A. I'm the office manager there. I've been the office manager for two years.

Q. Tell the Commissioner what the office

manager does.

A. Way too much for what I get paid. I do payroll. I pay subcontractors. I pay all the materials. I order the materials. I schedule the jobs. I do the estimates. I handle all telephone calls, all e-mails, and customer service.

Q. And as part of your job at May River, did you have occasion to work with Mr. Cedeno?

A. Yes, I was there when he first started on a trial basis and then I was there when the accident happened and after the accident.

Q. Do you have personal knowledge of how Mr. Cedeno was paid?

A. Yes, I received the e-mails from him and then I went and did the checks. There was times where, let's say, he did a repair and it was $780 and we only charged $900 for the job. Obviously the math didn't add up, so I would report that to Antonio and he would come in. But other than that, he sent e-mail, I did the paying.

Q. And how was the price for each job calculated?

A. Per square. There's little things like per linear foot, but technically it's per unit.

Q. Do you have knowledge --

THE COURT: Per unit being per building?

THE WITNESS: No, per square per linear foot. There's like drip edge and stuff. He would send me the quantities of everything and there was already an established price. Sometimes he would send me the total, sometimes he would be rushing and just send me the quantities and I would calculate it and pay him based on that.

THE COURT: For a roofing job, did you order the squares?

THE WITNESS: Yes.

THE COURT: Would you order the squares based on your calculation or based on --

THE WITNESS: Based on our calculations, yes.

THE COURT: Who would make the calculation?

THE WITNESS: It depends. Sometimes Antonio goes and measures the roof. Sometimes I get a satellite and I measure the roof.

THE COURT: So you or Antonio would measure the roof?

THE WITNESS: Exactly.

THE COURT: Okay.

BY MS. LOOPER:

Q. And when Mr. Cedeno would have been assigned a job, would he have an idea of how many squares that job would entail?

A. Yes.

Q. And would he know before he went out there how much money he could expect to make from that job?

A. Yes. There was times when he would get to the job site and, let's say, it's a three story house, he would call and say, hey, I need more money for this because it's three stories or, hey, the house is really pitched, I need more money. It's never less money. It's always more money.

Q. And he would negotiate for what he was going to be paid, correct?

A. Correct.

Q. And that was on a job-by-job basis?

A. Yes.

Q. Leslie, as far as your internal classifications, what is Mr. Cedeno classified? Is he an employee, an independent contractor, subcontractor? Explain that to the Commissioner.

A. He's a subcontractor.

Q. Explain what your understanding of that is.

A. So basically he is like Espy to me. They mentioned Espy earlier. I call Espy and tell them how many squares I want and I want them on the job and they get them there. I have no involvement on how they get the squares to the warehouse, how many people it involves. I just know the squares will be at the job site when I want them there.

Same thing with Cedeno. I would schedule -- we have a schedule. Technically, they finish a house, the next house that's up on the schedule will go up. I will tell my dad, hey, dad, this house is coming up. We'll contact Cedeno or another crew, we have several crews, and that crew will go out there and get the job done.

Other than that, I don't know what equipment they need, what cars they use, what people they have. He goes and gets the job done, same as Espy.

Q. And at one time did May River classify its workers as employees?

A. Yes. We still have employees, we have drivers, we have people who do small repairs kind of like a handyman. But we stopped using employees because they were very, I guess, irresponsible. They didn't care so much about working and we had a lot of

problems with them. They weren't very reliable and we found that companies -- when company owners come into our company, they care about their business because it's a business to them. So they are very responsible.

Cedeno is probably one of our best people that we've had. He always got the job done correctly. He was very responsible about how he handled his business. His invoices or e-mails were always in on time so we could pay them. We didn't have to constantly babysit him because he took care of his company.

Q. And you talked about responsibility. I just want to clarify. You used to use employees or classify your roofers as employees; is that correct?

A. Yes, and they were on our payroll. Whenever they were on our payroll, they were employees. That didn't work out like we wanted it to, unfortunately. So we started hiring subcontractors.

Q. And as of January of 2016, were all of the roofers working for May River subcontractors?

A. Yes.

Q. And when you had a new subcontractor come in, did you request insurance information from them?

A. Yes, we want to make sure we do everything by the book. So whenever a subcontractor comes in, we get their W9, we get their insurance. Sometimes we even get their car insurance just to make sure that's not a problem. Same when we get an employee, we get their W4, we get their W2. At the end of the year, subcontractors get their 1099s and our employees get their W2s.

Q. What was Mr. Cedeno given?

A. 1099.

Q. And did you have him fill out a W9?

A. Yes.

Q. And at the end of each year that he worked with May River, was he issued a 1099?

A. Absolutely.

Q. Was he required to exclusively work for May River?

A. We preferred that he did. We kept him busy intentionally for him to work with us. There is nothing to guarantee that that happens. We find out so many times that our people are working for other people without us knowing. There's only so much we can do. We just try to keep them busy so they stay with us.

Q. And was he free to decline a job?

A. Absolutely. Like I said, there are times when the job is too complicated, they didn't want to do it or the job is too far away and subcontractors just don't want to take on that responsibility.

Q. When did Mr. Cedeno last work with May River?

A. It had to be sometime in June because that's the last e-mail for payment that I received from him. I don't remember exactly what the day was, but I know it was out of the blue kind of thing. We expected for his crew to show up and start working. His company didn't show up, so we had to improvise.

Q. So you had to improvise? You had to get another subcontractor?

A. We have other subcontractors. So we just kind of had to delay some jobs. We expected even after he didn't show up that week that he was going to do other jobs for us and we continued to ask and he continued to decline.

Q. And you heard testimony earlier, Leslie, about T-shirts. Tell the Commissioner about May River's use of T-shirts.

A. Well, he has one with him today. We use them for advertisement. It looks good for everybody that's on the job site to have them, but we also use

them for other reasons. Like the one he has, those were actually shirts that we cleaned up the May River because we're May River Roofing. So we participated in the event and we gave out those shirts to everyone that went out there. That's why they are green because we were trying to, I guess, like, the earth. So that's why they were green. That's why I recognized it.

So that's our advertisement, but that's the only form of advertising we do. We don't do phone books. We don't do commercials. We just make sure that we give out a whole bunch of shirts because people wear them and the word gets around.

Q. And, again, that's even people that aren't working on a May River job site, correct?

A. Yeah, there's -- sometimes our guys wear like Four Metal shirts. Four Metal gives out shirts. There's people wearing the Coastal Bank shirts. The same thing they do, we do.

Q. And I believe you testified earlier that you asked Mr. Cedeno for his workers' comp insurance, correct?

A. Yes.

Q. I'm going to hand you defendants' Page 317 and 318. Two documents to look over and I want you

to tell the Commissioner what they are.

A. This is his workers' comp and his general liability for 2015, 2016 and this is the same, if I'm correct. Oh, this one is for January 2016 and this one is for September 2015.

Q. How often would you collect a certificate of insurance?

A. I wish we could do it for every job. But, like I said, there's times when we're doing a small house that may take two days and sometimes we do a bigger house -- and when I say big, it's not the size of the actual house, but the size of the square footage of the roof. Whenever we do big projects, we require for it right away. Whenever it's something small, we just routinely get one like every month, every two months, every three months. And every time we get an audit, we be sure to get one.

Q. So somebody like Mr. Cedeno who is working for your on a fairly regular basis, you produced those documents to me, so these are certificates of insurance you actually received, correct?

A. Yes.

Q. And one is dated September 9th, one is dated January 4th, correct?

A. Yes.

Q. To your knowledge, Mr. Cedeno had workers' comp insurance coverage in place while he was working for you, correct?

A. Yes.

MS. LOOPER: Leslie, that's all the questions I have right now. I'm going to turn you over to Mr. DuBois.

THE COURT: All right. Mr. DuBois.

MR. DUBOIS: Thank you, Your Honor.

CROSS-EXAMINATION

BY MR. DUBOIS:

Q. I'm going to start with your last response, Leslie. What was covered while Francisco was working for you?

A. There was -- he gave it -- well, he didn't give it to me. His insurance gave it to me. It was a certificate of general liability and workers' comp.

Q. Let's start with when. When did they give that to you?

A. Well, one was marked September and the other was marked January 2016.

Q. But when did they give them to you?

A. They e-mailed them over usually the day it has the date they issued them. I don't recall exactly when they gave it to me.

Q. Was the date January 18, 2016?
A. I don't know.
Q. The day of the Tomotley accident?
A. No.
Q. It was not that day?
A. Not that I know, but I don't recall taking the time to do something like that.
Q. I want to nail this down. So Francisco did not provide you with a certificate at the beginning of that job that he was hurt on, correct?
A. No.
Q. Did you ask him to do that?
A. No.
Q. Did Antonio ask him to do that?
A. No.
Q. What do you know of his insurance on that date?
A. I knew he was insured because we routinely check it. Whenever somebody's insurance is canceled, they send us a certificate that it has been cancelled. To the best of my knowledge, his insurance was active.
Q. Were you aware that Francisco's certificate indicated that he was excluded?
A. No, sir.

Q. But you got a copy of that certificate, correct?

A. Yes, sir, but I'm not an expert at reading that stuff. I just know when it starts, when it ends, workers' comp, general liability.

Q. And your company has a policy, too, correct?

A. That's right.

Q. Do you know whether Francisco is covered under that policy?

A. No, sir.

THE COURT: He's not or you don't know?

THE WITNESS: I don't know.

BY MR. DUBOIS:

Q. So, again, what was covered? To your knowledge, on the Tomotley job, what was covered?

A. When we hire crews, we expect them to be responsible for their own liabilities. Just like when you hire someone to come into your house, you expect them to have insurance, especially if you have the certificate in your hands.

Q. We're not here about expectations. I want to know what you knew was covered.

A. I didn't know what was covered. I knew he

had general liability and workers' comp.

Q. On the day of the accident, would you agree that he was sent to that job by Antonio?

A. Yes.

Q. And do you agree that he went to that job?

A. I agree that he agreed to go to that job, yes.

Q. And have you seen the records that he fell from the roof?

A. Yes.

Q. And do you dispute that that happened?

A. No, sir.

Q. Do you dispute that he suffered at least some personal injuries?

A. No, sir. Well, I'm not an expert, but according to the medicals.

Q. Did May River Roofing care whether or not Francisco was excluded from another company policy?

A. Well, that's not our responsibility. My responsibility is to make sure that he has workers' comp and a general liability. If I was getting workers' comp, I would make sure that I'm covered in it. But I don't know what the situation was between him and his carrier.

Q. But you had the certificate?

A. Yes, but I'm not an expert in insurance. I do roofing, not general liability or workers' comp.

Q. But in terms of your company's risks and exposures, as I understand it, you received the certificate that said that he was not covered?

A. I didn't know that.

Q. Is that not correct?

A. I didn't know that. Whenever we had audits, our insurance never explained anything of that. They never sought exposure. We did everything by the book.

Q. No, ma'am, not exactly. I would respectfully disagree. You did not receive from Cedeno on the day of the accident, the day that he began that job, a certificate of any kind, correct?

A. I knew he had a certificate. I had a certificate on file.

Q. From another job?

A. No, we don't get a certificate per job. We get a certificate for the period that he's working with us. I routinely get certificates just to make sure everything is still good, but we do not get a certificate per job.

Q. Do you have that ability to request a certificate per job?

A. If I was superwoman, I would have that ability. But there's times when he does five repairs in one day. If I were to stop and get a certificate of insurance per job, that would be a little too much and he's not only our crew. We have several crews.

Q. So he's up on five different roofs doing May River Roofing jobs per day with no coverage potentially?

A. I don't know. I'm not his insurance.

Q. Let's talk about your other employees. You said you do have other employees that get paid like regular employees, correct?

A. Correct.

Q. What do they do differently than Francisco?

A. A ton of different things.

Q. Have you ever employed roofers directly?

A. I don't know what you mean by that.

Q. Has May River ever employed roofers as employees?

A. Yes, we have employed roofers as employees.

Q. And when you can't get a subcontractor to do a roofing job, which I'm imagining happens sometimes, tough job, whatever it is, who does that

work?

A. We delay the work if we don't have enough crews to do the work. There's been times that we've been booked out for four months because we don't have enough crews, subcontractors, to work for us.

Q. Do you not just send your employees up on the roof to do the work?

A. We don't have any roofers right now, but in the past we only had roofers. We went from only having roofers to having subcontractors.

Q. Have your business revenues gone up in that change?

A. We've had more crews, so that's gone up, but I don't know if the price her crew has affected the revenue. They get paid way more.

Q. And I think you testified a little bit about why you made the change from having May River be employees to having May River being subcontractors, at least as you defined it, and I understood it has something to do with reliability and lining these people to come to do the work themselves. Is that the only reason or are there other reasons?

A. The fact that if the owner of the company, right, is up on the roof, he's going to make sure

that the work is done correctly because he has his own insurance and he obviously doesn't want to risk that. Obviously with that, there comes more pay. A subcontractor does not get paid the same thing as an employee.

So obviously if they were to get -- be a roofer, right, they would get paid a lot less, but then they wouldn't be their own company. When they're they own company, they're up on the roof, they're making sure everything is done correctly because they know it's their business at risk.

Same thing with us, you know. Whenever we're doing our paperwork, we want to make sure everything is done correctly because it's our business at risk.

Q. How often are the jobs that Francisco did for your company three days or less? What percentage of the jobs are in that category as opposed to longer jobs that it took three, four or more days?

A. I would say it's 50 percent.

Q. What percentage of your jobs required Francisco to bring in anyone else other than just Francisco doing the job?

A. I would say about 50 percent.

Q. So of that 50 percent were additional

personnel are needed for a job, how many additional personnel typically?

A. I have no idea. Like Espy, I don't know how many drivers it requires them to load the material on the truck. I wouldn't know.

Q. You have no idea?

A. No, sir.

Q. You do the money part, though, right?

A. Yes. I calculate the amount of squares, but I don't know how many shingles -- how many squares per day person installs. I just know how much money I'm going to charge per square and how much money I'm going to pay them.

Q. It sounded like there was a little bit of testimony as to Francisco having the ability to negotiate the pricing; is that correct?

A. Absolutely.

Q. Was Francisco able to negotiate the price across two roofs that don't have different pitches, same pitch, that don't have an extra floor, so two levels, second floor, any negotiations there?

A. It was the -- it was the standard price, right. He did negotiate an increase of price because, I guess, he wasn't seeing a benefit with his general liability and workers' comp. They had a --

it was a conversation that he wasn't being able to pay the cost of those insurances, so he needed more money.

Q. I'm not sure you answered my question. Maybe you didn't understand. Let me ask it again. I understood your testimony to be that Francisco would ask for additional price per square if the roof was pitched steeply or if the roof was on the third floor, maybe a greater height. So for those two things and saying we're not talking about a steep roof or high building, was Francisco able to negotiate a price per square on those other jobs that didn't have steep roofs or didn't have a third floor?

A. I'm not sure I understand your question.

Q. I'll ask again. You said that Francisco could negotiate the price of the square when the roof was steep or when it's a third floor or higher, taller building?

A. Correct.

Q. So I don't want to talk about those. I want to talk about cases where's there is not a steep roof or tall building. Was Francisco able to negotiate on that group?

A. I still don't understand. I just don't understand why somebody would want to negotiate on

something that's the same, but he had the opportunity --

THE COURT: That's the essence of the question.

THE WITNESS: -- was there. The opportunity was there if he wanted to negotiate, yes. Why he would want to negotiate, I don't understand, but yes.

THE COURT: He could negotiate?

THE WITNESS: Parson?

THE COURT: If he's been hired -- this is residential construction?

THE WITNESS: Yes.

THE COURT: If he's been hired to roof a 2,400 square foot A-frame roof and he's going to do two of those roofs at the same time, could he negotiate the price down from what he would typically be paid for one? Is that a good characterization?

MR. DUBOIS: Fair enough, yes.

THE WITNESS: Yes, he could negotiate.

BY MR. DUBOIS:

Q. And your company was willing to engage in that negotiation with him; is that correct?

A. Yes. As a matter of fact, when he first

came in, I remember it was, like, oh, my gosh, here he comes again because every time he came in, it was a negotiation of some kind. So we finally had to adjust to one another.

Q. And is that the amounts that he testified to today? I think it was $60 or maybe $55 per square? Is that the amount that was settled on eventually?

A. I think the last thing he was paid per square was $60.

Q. And I think your testimony was at least on one occasion that you recalled and testified to, Antonio reduced the amount that was being requested because the job just didn't have enough money; is that correct?

A. That's not per square. That's for repair. When he would go out and do a repair, he would send us an invoice for, let's say, $480, but that's not the same as per square.

Q. Is it per hour?

A. No, he would send us a total amount. He would say I did this, this, this. It's this much. And then I saw the invoice, our invoice, and it didn't add up, you know, something is wrong. There were times when he would stay with that high price,

there were times when he would lower it. It was a communication that needed to be had per the job.

Q. Why is there a requirement -- and if you don't know, you don't know. Why do you require anybody to provide you with any insurance certificates or why, more, do you require anyone to possess insurance?

A. Because they are a business and if we are giving them a 1099 and we're not employing them, they either -- you know, they are providing all their stuff, right, and their own business, our insurance requires for them to have a certificate of insurance. We would love that they would work for us directly and all these little -- like having to, like, check everyone's general liability and workers' comp would stop. Unfortunately, it has never worked.

Q. Respectfully, ma'am, I would assert that's what you're doing presently. Do you not agree that what it looks like is you have an independent contractor that, in certain ways, maybe not all, you're treating like an employee? Do you disagree?

A. I would completely disagree.

Q. How so?

A. Having an employee would allow us to, one, have them there -- we've had crews that have, like,

oh, we got to the job, we don't like this house, we're not doing this house. And at that moment, we're fresh out of luck. We're having to tell the owner, hey, you know, we can't do your house for another two or three weeks. We are having to delay materials; where if they were an employee, they would have to do the job because roofing is their job. They would get paid by the hour and they wouldn't really care what they did. Maybe they move slower and be there over two or three weeks, but they wouldn't care because they are getting paid by the hour. Whereas, a subcontractor, they get paid by what they get done. So it's important for them to do it fast, do it right.

For our roofers -- if we had a roofer that was employed, we would also have to hire a supervisor to be on site all the time, we would have to hire a cleanup crew; whereas, a subcontractor, they handle the project from head to toe. Kind of like going to a surgeon. You go in there, they take care of everything; whereas, if you go to, like, a specialist, they take care of every little thing. We're not having to hire specialists because we just go to the hospital and it all gets done.

MR. DUBOIS: Thank you for your

testimony. I have no further questions, Your Honor.

THE COURT: Ms. Looper, any further questions?

MS. LOOPER: None, Commissioner.

THE COURT: Thank you, ma'am. One thing in Ms. Sandobal's testimony, Joe, you asked a question and you cited a day of accident which is in your 58, this is the first time I caught this, of 1/18/2016. Yours says 1/22/2016.

MS. LOOPER: I think, Commissioner, when Joe initially filed one of the claims, and I don't remember which one, one was January 22nd. January 18th is the correct date of accident.

THE COURT: January 18th.

MR. DUBOIS: That's from the EMS report.

THE COURT: January 18th is the correct date of accident?

MS. LOOPER: There were two claims opened. They were consolidate and I don't know what happened with that, but January 18th is the date that we have.

THE COURT: I just want to make sure we are straight on that. Thank y'all very much. That concludes this proceeding.

(The hearing concluded at approximately 3:00 p.m.)

CERTIFICATE OF REPORTER

I, Kimberly T. Power, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing proceeding was taken before me on the date and at the time and location stated on Page 1 of this transcript; that the witnesses were duly sworn to testify to the truth, the whole truth, and nothing but the truth; that the testimony and all objections made at the time were recorded stenographically by me and were thereafter transcribed; that the foregoing transcript as typed is a true, accurate, and complete record of the testimony 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 by official seal this 27th day of February, 2017, at Lexington County, South Carolina.

Kimberly T. Power, Court Reporter
Notary Public
State of South Carolina at Large
My Commission Expires: 04/24/2025

Francisco Cedeno Ramirez, Employee/Claimant, v. May River Roofing, Inc., American Zurich Insurance Co., Employer/Carrier, and Cedeno Roofing, Travelers Property & Casualty Co., Employer/Carrier.	)	SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION WCC File # 1600686 **CLAIMANT'S APA INDEX**

APA #	Description
1	Beaufort County EMS records
5	Beaufort Memorial Hospital
105	Dr. Leland Stoddard completed medical questionnaire
106	Francisco Cedeno Ramirez deposition transcript
117	Leslie Sandoval deposition transcript
135	Travelers workers compensation policy issued to Francisco Cedeno d/b/a Cedeno Roofing
156	Certificate of Liability Insurance dated 9/9/2015
157	American Zurich subpoena response dated 4/11/16
198	Construction Agreement
201	May River Roofing check
202	Travelers subpoena response

Beaufort County Emergency Medical Services

Patient Care Record

H026305200

Name: CEDENO, FRANCISCO Incident #: 16EM00558 Date: 01/18/2016 Patient 1 of 1.

Patient Information

Last	CEDENO	Address	90 dillon Rd
First	FRANCISCO	Address 2	
Middle		City	Hilton Head Island
Gender	Male	State	SC
DOB	[redacted]	Zip	29926
Age	[redacted]	Country	UNITED STATES
Weight		Tel	(843)682-3963
Pedi Color		Physician	
SSN		Ethnicity	Hispanic or Latino
Race	Other Race		
Advanced Directive			
Resident Status			

Clinical Impression

Primary Impression	Traumatic injury		
Secondary Impression			
Protocol Used	Multiple Trauma		
Anatomic Position	General/Global		
Chief Complaint	Multi-Trauma		
Duration	15	Units	Minutes
Secondary Complaint			
Duration		Units	
Patient's Level of Distress	Moderate		
Signs & Symptoms	Fracture - Closed - Multiple Sites Pain - Multiple Sites		
Injury	Fall - Other fall from one level to another - Other specified place - 01/18/2016		
Medical/Trauma	Trauma		
Barriers of Care	None		
Alcohol/Drugs	None		

Medication/Allergies/History

Medications	Denies
Allergies	NKDA
History	Denies

Vital Signs

Time	AVPU	Side	POS	BP	Pulse	RR	SPO2	ETCO2	CO	BG	Temp	Pain	GCS(E+V+M)/Qualifier	RTS	PTS
10:38	A	R	Lay	175/118 A								10	15=4+5+6/NQ		
10:48	A	R	Lay	/	58 R	29 R	97			101		10	15=4+5+6/NQ		
10:51				/	60										
10:53				/	70										
10:58				/	64		98					4			
11:03				/	57		83								
11:03				132/92 A	57										

ECG

Time	3-Lead ECG	12-Lead ECG
10:48	Sinus Rhythm	

Flow Chart

Time	Treatment	Description	Provider
10:38	ALS Assessment	Patient Response: Unchanged;	CAPACCIONE, MICHAEL
10:40	Spinal Immobilization	Cervical Collar; Patient Response: Unchanged;	CAPACCIONE, MICHAEL
10:40	Spinal Immobilization	Long Spine Board; Patient Response: Unchanged;	CAPACCIONE, MICHAEL
10:43	Trauma Alert	Patient Response: Unchanged;	CAPACCIONE, MICHAEL
10:48	3-Lead ECG	Patient Response: Unchanged;	KENDRICK, CAREY
10:48	IV Therapy	18 ga; Hand-Right; Normal Saline; Total Fluid 200; Patient Response: Unchanged; Successful;	CAPACCIONE, MICHAEL
10:50	Fentanyl	50 mcg; Intravenous; Patient Response: Improved;	CAPACCIONE, MICHAEL
10:54	Splint Fx/Disloc	Patient Response: Improved;	CAPACCIONE, MICHAEL

Initial Assessment

Category	Comments	Abnormalities		
Mental Status		Mental Status		No Abnormalities
Skin		Skin		No Abnormalities
HEENT		Head/Face		No Abnormalities
		Eyes		No Abnormalities

SCANNED

HEENT		Neck		No Abnormalities
Chest		Chest		No Abnormalities
		Heart Sounds		Not Assessed
		Lung Sounds		No Abnormalities
Abdomen		General		No Abnormalities
		Left Upper		Not Assessed
		Right Upper		Not Assessed
		Left Lower		Not Assessed
		Right Lower		Not Assessed
Back		Cervical		No Abnormalities
		Thoracic	⊕	Pain on ROM
		Lumbar/Sacral		No Abnormalities
Pelvis/GU/GI		Pelvis/GU/GI	⊕	Tenderness
Extremities		Left Arm	⊕	Other
		Right Arm		No Abnormalities
		Left Leg		No Abnormalities
		Right Leg		No Abnormalities
		Pulse	⊕	Pedal: 2+ Normal, Radial: 2+ Normal
		Capillary Refill	⊕	Left Lower: < 2 Sec, Left Upper: < 2 Sec, Right Lower: < 2 Sec, Right Upper: < 2 Sec
Neurological		Neurological		No Abnormalities

Assessment Time: 1/18/2016 10:38:00 AM

Ongoing Assessment				
Category	Comments	Abnormalities		
Mental Status		Mental Status		Not Assessed
Skin		Skin		Not Assessed
HEENT		Head/Face		Not Assessed
		Eyes		Not Assessed
		Neck		Not Assessed
Chest		Chest		Not Assessed
		Heart Sounds		Not Assessed
		Lung Sounds		Not Assessed
Abdomen		General		Not Assessed
		Left Upper		Not Assessed
		Right Upper		Not Assessed
		Left Lower		Not Assessed
		Right Lower		Not Assessed
Back		Cervical		Not Assessed
		Thoracic		Not Assessed
		Lumbar/Sacral		Not Assessed
Pelvis/GU/GI		Pelvis/GU/GI		Not Assessed
Extremities		Left Arm		Not Assessed
		Right Arm		Not Assessed
		Left Leg		Not Assessed
		Right Leg		Not Assessed
		Pulse		Not Assessed

Beaufort County Emergency Medical Services

Patient Care Record

Name: CEDENO, FRANCISCO | Incident #: 16EM00558 | Date: 01/18/2016 | Patient 1 of 1

Extremities		Capillary Refill	Not Assessed
Neurological		Neurological	Not Assessed

Assessment Time:

Narrative

Responded to the above pt for a fall from a roof and is now unconscious with labored respirations. EMS 3 arrived just after sheldon fd and EMS 26. EMS 3 requests a helicopter response upon leaving the station. UOA pt is coa with tachipneic respirations. Lung sounds are clear and pt has adequate air movement. Pt states repeatedly that he cant breath. Pts is and respiratory effort were monitored continuously. Pt c/o pain to his wrist, back, and chest. Pt pupils are perrla. Pt has pms x 4. Pt placed in full spinal immobilization and moved to the ambulance. Pt was fully exposed, wrist splinted, Vs, BGL, and ekg assessed as noted. Iv established of nacl at tko and 50 mcg of fentanyl was given ivp for pain. Pt initial pain level was a 10/10 after being medicated Pt pain level decreased to a 4. EKG shows nsr and pt is normotensive. Pt denies any medical hx or medications.

Specialty Patient - Trauma Criteria

Anatomic	> 1 Prox Long Bone Fx	Trauma Activation	YES
Physiologic	None	Time	10:43:58
Mechanical	None	Date	01/18/2016
Other Conditions	Provider Suspicion	Trauma level	Undesignated
		Reason not Activated	

Specialty Patient - Spinal Immobilization

Immobilization Recommended?	Altered Mental Status	Evidence of Alcohol/Drug Impairment	Distracting Injury	Neurologic Deficit	Spinal Pain/Tenderness
Yes	No	No	Yes	No	Yes

Incident Details

Location	house under construction
Address	78 TOMOTLEY BARONY RD
Address 2	BULL POINT
City	Seabrook
State	SC
Zip	29940
Medic Unit	EMS3
Run Type	911 Response (Emergency)
Priority Scene	Lights/Sirens
Shift	A Crew
Zone	3F Hwy 17,Pocotaligo,Sheldon,Big Est,Yemassee
Level of Service	Advanced Life Support
EMD Complaint	
EMD Card Number	

Destination Details

Disposition	Transported Lights/Siren
Transport Due To	Protocol
Transported To	Beaufort Memorial Hospital
Requested By	Patient
Destination	Hospital ER
Address	955 Ribaut Road
Address 2	
City	Beaufort
State	SC
Zip	29902
Zone	20A Beaufort Memorial Hospital
Condition at Destination	Unchanged
Destination Record #	
Trauma Registry ID	

Incident Times

PSAP Call	10:24:54
Dispatch Notified	10:24:54
Call Received	10:24:54
Dispatched	10:26:26
En Route	10:27:45
Resp on Scene	
On Scene	10:34:14
At Patient	10:37:43
Depart Scene	10:48:58
At Destination	11:07:20
Pt Transferred	11:10:00
Call Closed	11:58:41
In District	11:58:42

Crew Members

Personnel	Role	Certification Level
CAPACCIONE, MICHAEL	Lead	NREMT-Paramedic (NREMT-P) M0935338;EMT-Paramedic (South Carolina) -SC003336;
KENDRICK, CAREY	Driver	EMT-Basic (South Carolina) -SC010695;NREMT-Basic (NREMT-B) B1841272;

Mileage

Scene	5.2
Destination	16.3
Loaded Miles	11.1
Start	0.1
End	16.3
Total Miles	16.2

Delays

Category	Delays
Dispatch Delays	None
Response Delays	None
Scene Delays	None
Transport Delays	None
Turn Around Delays	None

Additional Agencies

Beaufort County SO,Sheldon Fire Department

Personal Items

Item	Given To	Comment
NONE		

Beaufort County Emergency Medical Services

Patient Care Record

Name: CEDENO, FRANCISCO Incident #: 16EM00558 Date: 01/18/2016 Patient 1 of 1

		Transfer Details	
PAN		Sending Physician	
PCS		Sending Record #	
ABN		Receiving Physician	
CMS Service Level		Condition Code	
ICD-9 Code		Condition Code Modifier	
Transfer Reason			
Other Services			
Medical Necessity			

21

Beaufort Memorial HOSPITAL

INPATIENT / OUTPATIENT FACESHEET

Patient Name / Address	Acct No.	Rm/Bed	Type	LOC/Service	Unit/Med Rec #	Primary Doctor
CEDENO,FRANCISCO 90 DILLON RD HILTON HEAD ISLANDSC 29926	H02630200	ED01-1	ADM IN	BEDWAITED MED	D328633	

Birthdate	Age	Sex	Mar. St.	Religion	Race	Fin Class
[redacted]	37	M	M	Catholic	H	SP

Phone: 843-682-3963 SSN: [redacted] Employer: MAYRIVER ROOFING

Guarantor Address	Person to Notify / Address	Next of Kin / Address
CEDENO,FRANCISCO 90 DILLON RD HILTON HEAD ISLANDSC 29926	CRUZ,CHRISTINA 90 DILLON RD HILTON HEA SC 29926	CRUZ,CHRISTINA 90 DILLON RD HILTON HEAD ISLAND SC 29926
Phone: 843-682-3963	Home Phone: 843-682-3963	Home Phone: 843-682-3963
Relationship: S	Wrk/Other #:	Wrk/Other #:
Guar Emplyr: MAYRIVER ROOFING	Relationship: Self	Relationship: Self

Adv Dir Shared? | Adv Dir? | Consult? | Last Hosp. Date:

Bridge to Home: | Nursing Home:

	Insurance Name	Ins. Policy Number	Ins. Group Number	Subscriber / Insured Name
1	600 SELF PAY			CEDENO,FRANCISCO
	Pre-Cert:	LOS:		
2	Insurance #2 Name	Ins. #2 – Policy Number	Ins. #2 – Group Number	Subscriber / Insured Name
	Pre-Cert:	LOS:		
3	Insurance #3 Name	Ins. #3 – Policy Number	Ins. #3 – Group Number	Subscriber / Insured Name
	Pre-Cert:	LOS:		

Accident Info: | Date / Time:

Reason for Visit: MULTIPLE RIB FRACTURES

Comments:

Admit Date / Time	Admitting Physician	Attending Physician	User
01/18/16 1606	Deanna Mansker, MD	Deanna Mansker, MD	JMEJIA

Admit Date / Time		Service Code	ICDA Code
Admitting Diagnosis:			
Principal Diagnosis:			
Secondary Diagnosis:			
Surgery *(Give Date of Each)*:			

Discharge Date	Discharge Status	Consultants:	Signature:
1/21/16	€.Alive €.Dead-48 €.Dead+48 €.Autopsy €.Stillborn		

In-Patient / Out-Patient registration

H02630200
CEDENO,FRANCISCO
MR#: D328633 Sex: M Age: 37
Patient DOB: [redacted]

FACE (Created 1/2011) (Rev. 01/2011) Ramirez APA-5 Deanna Mansker, MD 01/18/16

Beaufort Memorial
HOSPITAL

INPATIENT / OUTPATIENT FACESHEET

Patient Name / Address	Acct No.	Rm/Bed	Type	LOC/Service	Unit/Med Rec #	Primary Doctor
CEDENO,FRANCISCO 90 DILLON RD HILTON HEAD ISLANSC 29926	H02630200	405-1	ADM IN	4TH MED	D328633	

Birthdate	Age	Sex	Mar. St.	Religion	Race	Fin Class
[redacted]	37	M	M	Catholic	H	SP

Phone: 843-682-3963
SSN: [redacted]
Employer: MAYRIVER ROOFING

Guarantor Address	Person to Notify / Address	Next of Kin / Address
CEDENO,FRANCISCO 90 DILLON RD HILTON HEAD ISLANDSC 29926	CRUZ,CHRISTINA 90 DILLON RD HILTON HEA SC 29926	CRUZ,CHRISTINA 90 DILLON RD HILTON HEAD ISLAND SC 29926
Phone: 843-682-3963	Home Phone: 843-682-3963	Home Phone: 843-682-3963
Relationship: S	Wrk/Other #:	Wrk/Other #:
Guar Emplyr: MAYRIVER ROOFING	Relationship: Spouse	Relationship: Spouse

Adv Dir Shared? | Adv Dir? | Consult? | Last Hosp. Date:

Bridge to Home: | Nursing Home:

	Insurance #1 Name	Ins. #1 – Policy Number	Ins. #1 – Group Number	Subscriber / Insured Name
1	600 SELF PAY			CEDENO,FRANCISCO
	Pre-Cert:	LOS:		
2	Insurance #2 Name	Ins. #2 – Policy Number	Ins. #2 – Group Number	Subscriber / Insured Name
	Pre-Cert:	LOS:		
3	Insurance #3 Name	Ins. #3 – Policy Number	Ins. #3 – Group Number	Subscriber / Insured Name
	Pre-Cert:	LOS:		

Accident Info: | Date / Time:

Reason for Visit: MULTIPLE RIB FRACTURES

Comments:

Admit Date / Time	Admitting Physician	Attending Physician	User
01/18/16 1606	Deanna Mansker, MD	Deanna Mansker, MD	BHOFF

Admit Date / Time		Service Code	ICDA Code
Admitting Diagnosis:			
Principal Diagnosis:			
Secondary Diagnosis:			
Surgery *(Give Date of Each)*:			

Discharge Date	Discharge Status	Consultants:	Signature:
	€.Alive €.Dead-48 €.Dead+48 €.Autopsy €.Stillborn		

In-Patient / Out-Patient registration

H02630200
CEDENO,FRANCISCO
MR#: D328633 Sex: M Age: 37
Patient DOB: [redacted]

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

History & Physical

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date: 01/21/16

Dictated by Nancy Thomas, PA-C for Deanna Mansker, M.D.

REASON FOR ADMISSION: Multiple rib fractures.

HISTORY OF PRESENT ILLNESS: The patient is a 37-year-old pleasant, Hispanic male, who fell from a 16-foot roof earlier this afternoon. Coworkers state that patient did not lose consciousness; however, he states that he does not remember the fall or 5 minutes after the fall. He says the first thing he remembers is waking up and complaining of right hip pain as well as left wrist pain. The patient was brought to the emergency room for evaluation. Has undergone extensive workup which reveals multiple rib fractures on the right and left, as well as a left wrist fracture and a small pneumothorax. The patient denies neck pain, shortness of breath, dyspnea on exertion, abdominal pain, nausea, vomiting, and hematuria. The patient does admit to some bilateral shoulder pain with movement, back pain as well as chest pain that is made worse with deep inspiration. The patient is also complaining of right hip pain and left wrist pain.

PAST MEDICAL HISTORY: None.

PAST SURGICAL HISTORY: None.

ALLERGIES: No known drug allergies.

HOME MEDICATIONS: None.

FAMILY HISTORY: Patient admits to family history of diabetes mellitus but denies coronary artery disease and history of cancer.

SOCIAL HISTORY: Patient smokes approximately 1 pack per week of cigarettes. He admits to occasional alcohol use. No illicit drug use. He is a roofer.

REVIEW OF SYSTEMS:
CONSTITUTIONAL: Generalized aches from fall.
HEENT: No visual changes.
SKIN: No abrasions or rashes.
CARDIAC: Patient admits to right-sided chest pain with inspiration. No palpitations.
RESPIRATORY: No shortness of breath, dyspnea on exertion or cough.
GASTROINTESTINAL: No abdominal pain, nausea, vomiting, diarrhea, or constipation.
GENITOURINARY: No hematuria or frequency.
PSYCHIATRIC: No history of depression or anxiety.

PHYSICAL EXAM: GENERAL: Well-developed, well-nourished Hispanic male lying in the bed with a nonrebreather mask on. Currently in no acute distress. Responding appropriately to all of my questions. Vital signs include height of 5 feet 10 inches, 77.1 kg, BMI of 24.4. He has a blood pressure of 158/97, pulse 57, respirations 20, pulse ox 97%. SKIN: Inspection of skin reveals no rashes or petechiae. HEENT: Sclerae were anicteric.

CC: Nancy E Thomas, PA-C

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

History & Physical

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date: 01/21/16

Extraocular movements were intact. NECK: Supple, symmetric. Trachea midline. Lungs clear to auscultation bilaterally. CARDIOVASCULAR: Regular rate and rhythm. No murmurs auscultated. Peripheral pulses are 2+ and symmetric. Abdomen is soft, nontender in all 4 quadrants. Normal bowel sounds x4. No masses or hernias noted on exam. MUSCULOSKELETAL: Muscle strength and tone appropriate for age. EXTREMITIES: Right upper extremity unremarkable. Left upper extremity with a temporary immobilizer in place on the left forearm. Patient is able to move fingers and has no loss of sensation. Bilateral lower extremities are unremarkable. No decrease in range of motion and no pain with flexion or extension. NEUROLOGIC: Alert and oriented x3. Normal affect. Sensation to touch is normal.

LABORATORY DATA: White blood cell count is normal. Hemoglobin and hematocrit stable. The patient had a potassium of 2.8, lactic acid of 3.4, and a myoglobin greater than 500. He has also got an AST and ALT that are mildly elevated.

IMAGING: Cervical spine CT negative for bony injury of the cervical spine; however, does identify 2-4 posterior right rib fractures. Also evidence of a very small pneumothorax on the right Chest, abdomen and pelvis CT showed multiple rib fractures in the left upper hemithorax, majority are posteriorly but anterior ones in the 1st and 2nd ribs. Also shows a pneumothorax of approximately 1% on the right. Pelvis X-ray is unremarkable. Head CT is unremarkable. Hand x-ray reveals radial and ulnar fractures on the left. Lumbar spine and thoracic spine CTs are both unremarkable.

ASSESSMENT:
1. Multiple rib fractures of the left and right.
2. Small traumatic right pneumothorax.
3. Left wrist fracture.
4. Hypokalemia.

PLAN: A 37-year-old Hispanic male presented to the emergency room after falling 16 feet off of a roof. The patient has multiple rib fractures, both on the right and left as well as a very small pneumothorax associated with the rib fractures on the right. Pneumothorax does not currently require a chest tube to be placed but we will continue to watch this closely, and will repeat a chest x-ray at 7:00 p.m. tonight to see if pneumothorax has increased in size. We will follow up with these results and will change the plan as needed. We will provide the patient with IV pain medications p.r.n. We will start fluids and provide GI and mechanical prophylaxis. The patient continues to complain of right hip pain; however, the pelvis x-ray as well as the CT of the pelvis do not reveal a right hip fracture.

The patient does have a fracture of the radius and ulna on the left and we will consult Dr. Stoddard for recommendations regarding this.

Patient with initial potassium of 2.8, replaced in the ER. We will provide IVF with 20 K.

CC: Nancy E Thomas, PA-C

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

History & Physical

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date: 01/21/16

Dr. Mansker has seen and evaluated the patient and she agrees with the current plan.

ADDENDUM:
The patient was evaluated by myself.
S/P fall today with bilateral rib fx and R PTX. He also has a left wrist fx

RRR
CTAB
Abd soft, NT, ND

Will admit
We have asked Dr. Stoddard to evaluate
IS, O2
Repeat CXR

Deanna Mansker, MD

Dictated By: Nancy E Thomas, PA-C
Dictated Date and Time: 01/18/16 1649
Dictating Provider E-Sign: <Electronically signed by PA-C Nancy E Thomas>
Dictating Provider E-Sign Date and Time: 01/22/16 0840

Transcriptionist Initials: MHS
Transcription Date and Time: 01/18/16 1722

Report Number: 0118-0319

This Document has been reviewed
Co-Sign Physician E-Sign: <Electronically signed by Deanna Mansker MD MD>
Cos-Sign Date and Time: 01/24/16 0845

CC: Nancy E Thomas, PA-C

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Consultation

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

ORTHOPEDIC CONSULTATION

DATE OF CONSULTATION: 01/18/2016

CHIEF COMPLAINT: Pain, left wrist.

HPI: The patient is a 37-year-old right-handed Hispanic male. He fell about 15 feet from a roof today. He was kindly referred by Dr. Mansker with a fracture left wrist. No other apparent fractures. Exam reveals that he is appropriately splinted. There is swelling and tenderness in the wrist with intact neurovascular status.

X-ray shows a comminuted distal radial fracture, Colles type.

IMPRESSION: Intraarticular distal radial fracture.

This likely will require surgical intervention. CT scan is ordered to better delineate the fracture and determine treatment course. Will addendum report on this consult. The patient does have some tenderness about the right hip, but he moves the leg well and do not suspect long bone fracture. Will review x-rays of the pelvis if available.

Dictated By: LELAND STODDARD, MD
Dictated Date and Time: 01/19/16 0841
Dictating Provider E-Sign: <Electronically signed by LELAND STODDARD, MD>
Dictating Provider E-Sign Date and Time: 01/19/16 1111

Transcriptionist Initials: MHS
Transcription Date and Time: 01/19/16 0900

Report Number: 0119-0098

This Document has been reviewed
Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

CC: Deanna Mansker, MD
LELAND STODDARD, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

HISTORY AND PHYSICAL

Patient Name: CEDENO,FRANCISCC
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Patient Interval History/HPI
Date of progress note:
01/19/16

Narrative:
CT scan of the wrist suggest that surgery would be the better choice there is impaction and comminution of the articular surface. I have discussed the proposed surgery in detail with the patient including risks and alternatives. Specific risks of infection, nerve damage with sensitive scar numbness in the hand, and possible need for plate removal in the future is discussed. Alternative of no surgery is discussed and understood the risks and alternatives and agreed to proceed we will schedule this for tomorrow if medically stable

Objective

- Exam
Vital Signs and I&O:

	01/18/16 18:59	01/19/16 06:59	01/19/16 18:59
Intake:			
Oral		120	120
Primary IV		1111	1200
Potassium Chloride 40 MEQ In 0.45% Sodium Chloride 1,000 ML @ 100 mls/hr IV ASDIR SCH Rx#:002195700		1111	
Sodium Chloride 0.45% with 20 KCl 1,000 ML @ 100 mls/hr IV ASDIR SCH Rx#:002195703			1200
Other:			
# Voids		2	
Voiding Method		Urinal	
Weight (kg)	86.7 kg		

	Temp	Pulse	Resp	BP	Pulse Ox
01/19/16 17:1[illegible]					

CC: LELAND STODDARD, MD

H02630200
CEDENO, FRANCISCO
MR#: D328633 Sex: M Age: 037
Patient DOB: [redacted]

Ramirez-APA-11

Mansker, Deanna MD 156 01/19/2016

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Orthopedic Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

01/19/16 16:13	98.2 F	71	20	127/70	100
01/19/16 14:14			18		
01/19/16 11:30	98.1 F	63	18	134/77	100
01/19/16 10:00			22 H		100
01/19/16 08:51		67	16		99
01/19/16 07:20	98.5 F	69	18	139/92 H	100

Neurological: No sensory deficits, No motor loss
Labs:

01/19/16 05:18

9.3	13.4	138
	40.6	

01/19/16 05:18

136	102	13	112
3.9	26	0.69	

Assessment/Plan
Assessment and Plan:
Plan ORIF in the morning

Dictated By: LELAND STODDARD, MD
Dictated Date and Time: 01/19/16 1812
Transcribed Electronically: Physician Documentation
Transcribed Electronically Date and Time: 01/19/16 1812
Dictating Provider E-Sign: <Electronically signed by LELAND STODDARD, MD>
Dictating Provider E-Sign Date and Time: 01/19/16 1813

Report Number: 0119-0319

Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

The H&P was reviewed, the patient was examined, and no change has occurred in the patient's condition since the H&P was completed.

Signature Date/Time

CC: LELAND STODDARD, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Operative Report

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Operative Report
Date of Procedure:
01/20/16

Pre Op Diagnosis:
Comminuted distal radial fracture left wrist
Post Op Diagnosis:
Same
Procedure:
ORIF of same 25609
Assistants: Schrock
Anesthesia Type: General
Specimen: No
Drains: No
Packing: No
Complications: No Immediate Complication
Total Tourniquet Time: 31
Tourniquet Pressure: 250
Estimated Blood Loss: Minimal
Procedure Detail:

After routine preoperative medication the patient was taken to the operating room and placed on the table in supine position with the left hand extended on an armboard. After adequate general anesthesia left hand and arm were prepped and draped in sterile fashion using DuraPrep. Tourniquet was inflated about the upper arm to 250 mm unremarkable the arms elevated. Image intensifier was brought in and the wrist manipulated and good reduction achieved with closed technique. A volar longitudinal incision was then made over the volar radial wrist for about 5 cm. Skin and subcutaneous tissue sharply divided and sharp dissection was taken down to the FCR tendon sheath of the tendon was opened and the tendon reflected and the floor of the sheath opened. FPL was identified and retracted. The quadratus was then divided and sharp dissection taken down to the radius which is apparently exposed. The fracture was elevated with a Freer restore the joint surface with good reduction achieved as demonstrated with the C-arm. A small left-sided hand innovations distal radial plate was then laid on the bone fixed temporarily with pins. Once good position was confirmed the fracture was held reduced with a gloved finger multiple 1.5 screws inserted. Excellent reduction and fixation was demonstrated. The wounds and closed in layers with 20 plain and staples. A short arm gauntlet cast was applied tourniquet was deflated and was immediate return of capillary fill in all the fingers. A few cc of quarter percent Marcaine was locally infiltrated the patient was revived with the OR in good condition he tolerated the procedure well there were no complications

Dictated By: LELAND STODDARD, MD Transcribed Electronically: Physician Documentation

CC: LELAND STODDARD, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Operative Report

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Dictated Date and Time: 01/20/16 1605 Transcribed Electronically Date and Time: 01/20/16 1605
Dictating Provider E-Sign: <Electronically signed by LELAND STODDARD, MD>
Dictating Provider E-Sign Date and Time: 01/20/16 1606

Report Number: 0120-0288

Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

CC: LELAND STODDARD, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Discharge Summary

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date: 01/21/16

ATTENDING: Deanna Mansker, General Surgery Service

DATE OF ADMISSION: 01/18/2016

DATE OF DISCHARGE: 01/21/2016

The patient is a very pleasant 37-year-old Hispanic gentleman who fell from a 16 foot roof on the day of admission. The patient reports not remembering the fall or 5 minutes after the fall. He remembers waking up and complaining of right hip pain as well as left wrist pain. He was hemodynamically stable in the emergency department with a GCS of 15.

PAST MEDICAL HISTORY: None.

PAST SURGICAL HISTORY: None.

ALLERGIES: No known drug allergies.

MEDICATIONS: None.

FAMILY HISTORY: He has a family history of diabetes.

SOCIAL HISTORY: He smokes 1 pack per week of cigarettes. He reports occasional alcohol use. He denies illicit drug use. He is a roofer.

RADIOLOGY: CT scan of the left wrist demonstrates a severely comminuted distal radial fracture and associated ulnar styloid fracture with intra-articular extension. CT scan of the C-spine demonstrates no acute bony injury or C-spine injury. The 2nd through 4th posterior ribs have fractures with a tiny amount of gas compatible with a 1% or less pneumothorax on the right. CT scan of the chest, abdomen, and pelvis demonstrates multiple rib fractures in the left upper hemithorax, the majority posteriorly, but the 1st and 2nd ribs anteriorly. There is parenchymal contusion in the right upper lobe, some contusion and atelectasis in the right lower lobe, atelectasis in the left lower lobe and a 1 to 2% pneumothorax on the right. There is subcutaneous emphysema. The abdominal structures are grossly intact. CT scan of the head is unremarkable. CT scan of the lumbar spine is unremarkable. CT scan of the thoracic spine demonstrates rib fractures on the right. No vertebral body fractures are appreciated. X-ray of the left hand demonstrates an intact hand with radial and ulnar fractures. X-ray of the pelvis is unremarkable. X-ray of the left wrist demonstrates a comminuted distal radial fracture with intra-articular extension as well as ulnar styloid fracture. Chest x-ray demonstrates minimally displaced right lateral 6th and 7th rib fractures, questionable subcutaneous emphysema.

HOSPITAL COURSE: Patient was admitted to the hospital for observation. He was maintained on a regular diet. He received IV fluid resuscitation. Dr. Stoddard with Orthopedic Surgery was consulted for the patient's left wrist fracture. The patient was

CC:

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Discharge Summary

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: [redacted]
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date: 01/21/16

taken to the operating room on 01/20/2016 for ORIF of the distal radial fracture. Postoperatively, he was maintained in a cast. Serial chest x-rays remained stable. The patient denied shortness of breath.

He was discharged home on 01/21/2016 with a plan to follow up with Dr. Stoddard in 1 week and his primary care physician within 1 week. He is to call for a temperature greater than 102, redness, bleeding, swelling, excessive pain, nausea, vomiting, questions, or concerns. He should refrain from flying or deep sea diving for a total of 6 weeks and requires a chest x-ray prior to performing these activities.

DISCHARGE MEDICATIONS: Include:

1. Oxycodone 5 to 10 mg p.o. q.4 hours p.r.n. pain.
2. Motrin 800 mg p.o. q.8 hours.
3. Colace 100 mg p.o. b.i.d.

DISCHARGE DIAGNOSES:
1. Fall with left radial and ulnar fractures.
2. Multiple rib fractures.
3. Right pneumothorax.

DISCHARGE CONDITION: Stable.

Dictated By: Deanna Mansker, MD
Dictated Date and Time: 01/31/16 1015
Dictating Provider E-Sign:
Dictating Provider E-Sign Date and Time:

Transcriptionist Initials: MHS
Transcription Date and Time: 01/31/16 1506

Report Number: 0131-0187

This Document has been reviewed
Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

CC:

Procedure Order

Ordering Site

Beaufort Memorial Orthopedic Specialists
300 MIDTOWN DRIVE
BEAUFORT, SC 29906-5200
(843) 522-7100
Fax: (843) 322-3234

Report Date: 02/04/2016

Patient Information

FRANCISCO CEDENO
90 DILLON ROAD
Hilton Head Island, SC 29926
(843) 682-3963
Gender: Male Date of Birth: [redacted] SSN: [redacted]

Patient Insurance Information

No information available

Procedures Ordered

XR WRIST LEFT, 3 VIEWS (73110)
Diagnosis: WRIST FRACTURE, LEFT (814.00 | S62.102A)(814.00)Ordered by: Lauren Cannon

XR WRIST RIGHT, 3 VIEWS (73110)
Diagnosis: RIGHT ARM PAIN (729.5 | M79.601)(729.5)Ordered by: Lauren Cannon

XR ELBOW RIGHT, 3 VIEWS (73080)
Diagnosis: RIGHT ARM PAIN (729.5 | M79.601)(729.5)Ordered by: Lauren Cannon

Your appointment date is _____ Please arrive to Beaufort Memorial Hospital/Medical Plaza at _____

Remarks/Special Instructions _____

Authorization # _____ Valid Until _____ per _____

IF YOU NEED TO RESCHEDULE THIS APPOINTMENT PLEASE CALL 843-522-5015

End of Procedures Ordered

Electronically Signed By: Leland Stoddard MD
02/04/2016 02:24:07 PM

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:LELAND C STODDARD MD

Account Number:H02640030
Unit Number:D328633
Exam Date: 02/04/16
Status:REG CLI
Location:BMHLCMGRAD

Type / Exam

Imaging-Xray / XR Elbow Right 3 or > Views

AP, lateral and oblique view of the right elbow reveals no bone or joint abnormality, no soft tissue abnormality and is normal.

** REPORT SIGNATURE ON FILE 02/12/16 **
Reported By: LELAND STODDARD, MD
Dictated Date and Time: 02/12/16 1347

E-Sign Date and Time:

CC:

Transcribed Date / Time: 02/12/16 1547
Transcriptionist: MODAL FLUENCY
Printed Date / Time:

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:LELAND C STODDARD MD

Account Number:H02640030
Unit Number:D328633
Exam Date: 02/04/16
Status:REG CLI
Location:BMHLCMGRAD

Type / Exam

Imaging-Xray / XR Wrist Bi 3 or > Views

AP, lateral and oblique views of the right wrist reveal no fracture or dislocation. Joint space is well maintained and is normal. AP, lateral and oblique views of the left wrist reveal a healing distal radial fracture with plate and screw fixation in good position.

IMPRESSION: Normal right wrist. Healing left distal radial fracture.

** REPORT SIGNATURE ON FILE 02/12/16 **
Reported By: LELAND STODDARD, MD
Dictated Date and Time: 02/12/16 1347

E-Sign Date and Time:

CC:

Transcribed Date / Time: 02/12/16 1548
Transcriptionist: MODAL FLUENCY
Printed Date / Time:

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:LELAND C STODDARD MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/20/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-Xray / XR Fluoro less than 60min

FLUOROSCOPY

Fluoroscopic assistance was provided to Dr. Stoddard. No images were obtained.

** REPORT SIGNATURE ON FILE 01/21/16 **
Reported By: William A. Jackson, MD
Dictated Date and Time: 01/20/16 1658
<Electronically signed by William A. Jackson, MD>
E-Sign Date and Time: 01/21/16 0954

CC:

Transcribed Date / Time: 01/20/16 1715
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/21/16 0954

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:LELAND C STODDARD MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/20/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-Xray / XR Wrist Left 3 or > Views

LEFT WRIST

INDICATION: Implant.

COMPARISON: 01/18.

FINDINGS: There has been interval placement of a cast as well as metal plate and screws overlying the distal radius. There is significant interval improvement in alignment of the fracture fragments.

IMPRESSION: Internal fixation of the distal radial fracture.

** REPORT SIGNATURE ON FILE 01/21/16 **
Reported By: RONALD ROBINSON, MD
Dictated Date and Time: 01/21/16 0721
<Electronically signed by RONALD ROBINSON, MD>
E-Sign Date and Time: 01/21/16 0916

CC:

Transcribed Date / Time: 01/21/16 0756
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/21/16 0916

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:LELAND C STODDARD MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-CT / CT Wrist L wo Cont

CT OF THE WRIST

INDICATIONS: Wrist fracture.

TECHNIQUE: Spiral scan of the left wrist was performed using index of 3 mm without administration of contrast.

FINDINGS: There is a severely comminuted fracture of the distal radius including the metaphysis and metadiaphysis. Several fracture lines extend through the articular surface. There is a few millimeters of displacement of fracture fragments. There is a minimally displaced ulnar styloid fracture. The carpus itself appears intact. No significant displacement of the carpus from the distal radius is appreciated. There is no appreciable widening between the distal radius and ulna. No appreciable compromise of the carpal tunnel is identified.

IMPRESSION: Severely comminuted distal radial fracture and associated ulnar styloid fracture with intra-articular extension.

** REPORT SIGNATURE ON FILE 01/19/16 **
Reported By: RONALD ROBINSON, MD
Dictated Date and Time: 01/19/16 0833
<Electronically signed by RONALD ROBINSON, MD>
E-Sign Date and Time: 01/19/16 1029

CC:

Transcribed Date / Time: 01/19/16 1002
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/19/16 1029

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:Deanna Mansker MD MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/19/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-Xray / XR Chest Portable

PORTABLE CHEST

INDICATION: Pneumothorax.

COMPARISON: 01/18/2016

FINDINGS: There is some persistent mild right basilar pulmonary disease and what may be a pseudotumor (fluid within the minor fissure). This is minimally more prominent than on the prior exam. There is also some increased markings left lung base. These changes are however likely due to the decrease in lung volumes. A discrete pneumothorax is not identified. Upper abdomen is unremarkable.

IMPRESSION: Slight worsening in hypoventilatory changes as well as right basilar pseudotumor. No pneumothorax identified.

** REPORT SIGNATURE ON FILE 01/19/16 **
Reported By: RONALD ROBINSON, MD
Dictated Date and Time: 01/19/16 0831
<Electronically signed by RONALD ROBINSON, MD>
E-Sign Date and Time: 01/19/16 1029

CC:

Transcribed Date / Time: 01/19/16 0952
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/19/16 1029

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth: [redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:Nancy E Thomas PA PA

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-Xray / XR Chest Portable

CHEST

HISTORY: Pneumothorax.

Single AP radiograph of the chest demonstrates a focal area of density in the right hemithorax compatible with an area of contusion seen on recent CT. No significant pneumothorax is identified. The left lung is well aerated.

IMPRESSION: Continued contusion along the right. No visible pneumothorax.

** REPORT SIGNATURE ON FILE 01/19/16 **
Reported By: William A. Jackson, MD
Dictated Date and Time: 01/19/16 0750
<Electronically signed by William A. Jackson, MD>
E-Sign Date and Time: 01/19/16 1345

CC:

Transcribed Date / Time: 01/19/16 0811
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/19/16 1345

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-CT / CT Thoracic Spine wo Cont Cmp

HISTORY: Fell from roof.

Spiral acquisition of the thoracic spine was obtained, and sagittal and coronal and 3D images were created in addition to axial images.

FINDINGS: Vertebral body height is maintained. Intervertebral disk space height is maintained. The multiple rib fractures on the right are again noted, in part where they are visualized.

IMPRESSION: Rib fractures noted on the right. No vertebral body fracture appreciated.

** REPORT SIGNATURE ON FILE 01/19/16 **
Reported By: William A. Jackson, MD
Dictated Date and Time: 01/18/16 1423
<Electronically signed by William A. Jackson, MD>
E-Sign Date and Time: 01/19/16 1344

CC:

Transcribed Date / Time: 01/18/16 1430
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/19/16 1344

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-CT / CT Lumbar Spine wo Cont Cmp

CT OF THE LUMBAR SPINE

HISTORY: Fell from roof.

Spiral acquisition of the lumbar spine was obtained. Sagittal, coronal and 3D reconstructions were created in addition to axial images.

FINDINGS: Vertebral body height is maintained. Intervertebral disk space height is maintained. No gross fracture, subluxation or dislocation is identified.

IMPRESSION: Unremarkable CT of the lumbar spine.

** REPORT SIGNATURE ON FILE 01/19/16 **
Reported By: William A. Jackson, MD
Dictated Date and Time: 01/18/16 1424
<Electronically signed by William A. Jackson, MD>
E-Sign Date and Time: 01/19/16 1344

CC:

Transcribed Date / Time: 01/18/16 1430
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/19/16 1344

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-CT / CT ED Chest Abd Pelvis w Cont

CT OF THE CHEST, ABDOMEN AND PELVIS

HISTORY: Trauma. Fell from roof.

Spiral acquisition of the chest, abdomen and pelvis was obtained from the apex of the lungs through the symphysis pubis following administration of intravenous contrast without adverse reaction.

FINDINGS: An area of consolidative change is seen in the right upper lobe as well as some in the right lower lobe. Some hypoventilatory changes are noted in the left lung. Subcutaneous emphysema is identified on the right adjacent to the ribs. Fractures in the 1st rib anteriorly and 2nd rib anteriorly as well as the 3rd, 4th, 5th and 6th ribs posteriorly and the 6th and 7th ribs laterally are noted.

The liver is of a homogeneous attenuation without discrete focal abnormality. The gallbladder is well distended.

The spleen and pancreas within normal limits.

The kidneys demonstrate symmetrical bilateral attenuation. No hydronephrosis or renal calculi are identified.

The mesentery and bowel loops are unremarkable without dilated loops of large or small bowel.

Edema near the anterosuperior iliac spine on the right is identified as well as along the right flank.

A very minute pneumothorax is minimally seen. In fact, it is so small that it was seen better on the thinner cervical spine CT images.

IMPRESSION: Multiple rib fractures in the left upper hemithorax, the majority posteriorly, but anterior ones in the 1st and 2nd ribs. Parenchymal contusion in the

CC:

Transcribed Date / Time: 01/18/16 1301
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/19/16 1344

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance: 600 SELF PAY
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date:01/18/16
Status:ADM IN
Location:4TH

Type / Exam

Imaging-CT / CT ED Chest Abd Pelvis w Cont

right upper lobe. Some contusion and atelectasis in the right lower lobe, atelectasis in the left lower lobe. A very minute pneumothorax of approximately 1 to 2% on the right. Subcutaneous emphysema. The abdominal structures appear grossly intact.

** REPORT SIGNATURE ON FILE 01/19/16 **
Reported By: William A. Jackson, MD
Dictated Date and Time: 01/18/16 1254
<Electronically signed by William A. Jackson, MD>
E-Sign Date and Time: 01/19/16 1344

CC:

Transcribed Date / Time: 01/18/16 1301
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/19/16 1344

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance:
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:REG ER
Location:ED

Type / Exam

Imaging-CT / CT Cervical Spine wo Cont Cmp

CT OF THE CERVICAL SPINE

HISTORY: Fell from roof.

Spiral acquisition of the cervical spine was obtained. Sagittal, coronal and 3D reconstructions were created in addition to axial images.

FINDINGS: Vertebral body height and alignment is maintained. No fracture, subluxation or dislocation is identified.

There are fractures though in the 2nd, 3rd and 4th rib on the right posteriorly. Fracture through the 1st rib is seen anteriorly at the costal cartilage junction.

There is perhaps a very tiny amount of gas in the pleural space.

IMPRESSION: No acute bony injury in the cervical spine is identified; however, the 2nd through 4th posterior right ribs have fractures within them and there is a tiny amount of gas compatible with a 1% or less pneumothorax on the right.

** REPORT SIGNATURE ON FILE 01/18/16 **
Reported By: William A. Jackson, MD
Dictated Date and Time: 01/18/16 1239
<Electronically signed by William A. Jackson, MD>
E-Sign Date and Time: 01/18/16 1313

CC:

Transcribed Date / Time: 01/18/16 1248
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/18/16 1313

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth[redacted]
Age:37
Sex:M
Primary Insurance:
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:REG ER
Location:ED

Type / Exam

Imaging-CT / CT Head wo Cont

HEAD CT

HISTORY: Trauma. Fell from roof top.

Multiple axial images of the head were obtained from the base of the skull through the vertex without administering intravenous contrast.

FINDINGS: The intracranial contents are unremarkable without evidence of hemorrhage, infarct, mass effect, or edema.

IMPRESSION: Unremarkable head CT.

** REPORT SIGNATURE ON FILE 01/18/16 **
Reported By: William A. Jackson, MD
Dictated Date and Time: 01/18/16 1233
<Electronically signed by William A. Jackson, MD>
E-Sign Date and Time: 01/18/16 1313

CC:

Transcribed Date / Time: 01/18/16 1246
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/18/16 1313

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance:
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:REG ER
Location:ED

Type / Exam

Imaging-Xray / XR Hand Left AP and Lateral

HAND AP AND LATERAL

INDICATION: Trauma, fall.

TECHNIQUE: AP and lateral views of the left hand.

FINDINGS: There is a comminuted fracture of the distal radius as well as an ulnar styloid fracture. Hand itself appears intact.

IMPRESSION:
1. Intact hand.
2. Radial and ulnar fractures.

** REPORT SIGNATURE ON FILE 01/18/16 **
Reported By: RONALD ROBINSON, MD
Dictated Date and Time: 01/18/16 1153
<Electronically signed by RONALD ROBINSON, MD>
E-Sign Date and Time: 01/18/16 1252

CC:

Transcribed Date / Time: 01/18/16 1203
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/18/16 1252

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth[redacted]
Age:37
Sex:M
Primary Insurance:
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:REG ER
Location:ED

Type / Exam

Imaging-Xray / XR Chest Portable

PORTABLE CHEST

INDICATIONS: Trauma, fall.

COMPARISON: None.

FINDINGS: There are minimally displaced fractures of the 6th and 7th right ribs laterally. There is a questionable small amount of subcu emphysema. A pneumothorax is not identified. The lung volumes are slightly decreased with some generalized hypoventilatory changes. There are no significant pleural fluid collections. Cardiac silhouette is borderline, likely accentuated by the low lung volumes.

IMPRESSION:
1. Minimally displaced right lateral 6th and 7th rib fractures.
2. Questionable small amount of subcu emphysema; however, no pneumothorax identified.

** REPORT SIGNATURE ON FILE 01/18/16 **
Reported By: RONALD ROBINSON, MD
Dictated Date and Time: 01/18/16 1152
<Electronically signed by RONALD ROBINSON, MD>
E-Sign Date and Time: 01/18/16 1252

CC:

Transcribed Date / Time: 01/18/16 1203
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/18/16 1252

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance:
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:REG ER
Location:ED

Type / Exam

Imaging-Xray / XR Wrist Left 2 Views

LEFT WRIST

INDICATION: Trauma.

TECHNIQUE: AP, oblique and lateral radiographs of the left wrist.

FINDINGS: There is a comminuted fracture distal radius with intra-articular extension. There is no significant displacement of the carpus itself. There is a tiny avulsion fracture of the ulnar styloid as well.

IMPRESSION: Comminuted distal radial fracture with intra-articular extension as well as ulnar styloid fracture.

** REPORT SIGNATURE ON FILE 01/18/16 **
Reported By: RONALD ROBINSON, MD
Dictated Date and Time: 01/18/16 1138
<Electronically signed by RONALD ROBINSON, MD>
E-Sign Date and Time: 01/18/16 1252

CC:

Transcribed Date / Time: 01/18/16 1148
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/18/16 1252

Beaufort Memorial Hospital
Imaging Services
955 Ribaut Road
Beaufort, South Carolina 29902
(843) 522-5130

Patient Name:CEDENO,FRANCISCO
Date of Birth:[redacted]
Age:37
Sex:M
Primary Insurance:
Physician:Luke D Baxley MD

Account Number:H02630200
Unit Number:D328633
Exam Date: 01/18/16
Status:REG ER
Location:ED

Type / Exam

Imaging-Xray / XR Pelvis

PELVIS

HISTORY: Trauma, fall.

Single AP radiograph of pelvis demonstrates bones to be intact without fracture, subluxation, or dislocation.

IMPRESSION: Unremarkable pelvis.

** REPORT SIGNATURE ON FILE 01/18/16 **
Reported By: William A. Jackson, MD
Dictated Date and Time: 01/18/16 1138
<Electronically signed by William A. Jackson, MD>
E-Sign Date and Time: 01/18/16 1313

CC:

Transcribed Date / Time: 01/18/16 1147
Transcriptionist: Meridian Health Speechmotion
Printed Date / Time: 01/18/16 1313

Beaufort Memorial HOSPITAL

H02631200
CEDENO,FRANCISCO
MRN: 0228633 Sex: M Age: 37
Patient DOS: [redacted]
8/18/16

AUTHORIZATION FOR TREATMENT AND RELEASE OF INFORMATION

I hereby authorize licensed professionals and their assistants to administer any tests or treatment necessary during this encounter at Beaufort Memorial Hospital (BMH). I also understand that no guarantees or assurances have been made to the results that may be obtained.

PERSONAL PROPERTY
I accept full responsibility for any personal articles that I take to my bedside/treatment area. ✓

PAYMENT AUTHORIZATION/BILLING
I hereby authorize and direct that any and all benefits/insurance proceeds to which I am entitled be paid directly to BMH and any practitioner providing care and treatment to me.

I agree to pay BMH for all charges incurred by the patient in accordance with the regular rates and terms of BMH. I understand that BMH will bill my insurance company/plan/benefit program and request that payment of authorized benefits be made to BMH on my behalf. Any uninsured or non-covered balances/charges are my responsibility.

I understand that BMH does not bill for professional fees for the Emergency Room Physician, Pathologist, Radiologist, or other treating physicians and I may receive a separate bill from their billing companies.

I authorize BMH and all clinical providers who have provided care to me, along with any billing services, collection agencies, attorneys or other agents who may work on their behalf, to contact me on my cell phone and/or home phone using automatic telephone dialing systems or other computer assisted technology.

Did you Provide BMH a copy of your insurance card today?

☐ Yes ☐ No ✓

ASSIGNMENT OF BENEFITS/RIGHTS
I hereby assign, transfer and convey to BMH and any practitioner who provides care and treatment to me, any and all rights, title and interest in the benefits payable for services rendered to me by BMH. This assignment includes, but is not limited to, the right to benefits or the right to payment for benefits. Benefits include, *but are not limited to*: (1) hospital, medical, and/or health benefits provided to me by a fully insured or self-funded employee welfare benefit plan or any group plan sponsored by my employer; (2) hospital, medical, and/or health benefits provided to me under an individual insurance policy; (3) Medicare and/or any Medicare managed care organization; (4) Medicaid and/or any Medicaid managed care organization; (5) TRICARE; (6) workers compensation; (7) PIP coverage; (8) third party liability coverage; (9) any health benefits/health care program established and/or maintained by any State and/or Federal entity; and (10) any other form of reimbursement and/or payment. I hereby warrant and represent that the benefits and/or insurance that I assign is valid and in effect and that I have the right to make this assignment. In the event that my policy and/or plan contains an anti-assignment provision, I agree to cooperate fully with BMH in order to effect payment on my account. ✓

DESIGNATION OF AUTHORIZED REPRESENTATIVE/ATTORNEY IN FACT TO APPEAL
I designate BMH as my authorized representative/attorney in fact and authorize BMH to act on my behalf to: (1) request and receive a copy of the summary plan description and/or policy of insurance; (2) pursue a benefit claim; (3) appeal an adverse benefit determination; (4) seek an administrative review of a disputed claim; and/or (3) file a legal/equitable action to recover benefits due under my employee welfare benefit plan and/or policy of insurance. If I am covered under a policy/ plan pursuant to the Federal Employees Health Benefits Act, I authorize BMH to submit a request for reconsideration to the policy/plan and to request a review by the Office of Personnel Management. In the event that I am a member/enrollee of a Medicaid managed care program, I hereby authorize BMH to act on my behalf to: (1) file a grievance and/or appeal; and (2) request a State Fair Hearing. ✓

21

REQUEST FOR RESTRICTION AND USE DISCLOSURE

I understand that I have the right under federal and state law to request that my personal health information for this visit be confidential and not forwarded to any third party for any purpose. Furthermore, I understand that this request must be submitted separately as Request for Restriction and Use Disclosure available in the Health Information Services Department and upon request. All services rendered today will be cash only and must be paid in full at the time services are rendered to consider this request if payment may be affected. I understand that upon completion of the request, I will be informed if BMH declines this matter through written notification. BMH reserves the right to decline/terminate the request. Any changes to the request will be sent via a written notification to the affected party.

I understand that my patient information will be released as needed for my treatment, payment and operations unless otherwise specified above. (Regulatory agencies i.e. Joint Commission, Medicare, DHEC & CDC to fulfill Public Health Requirement for purposes of preventing or controlling disease, obligations under the HITECH ACT, etc.) I consent to appropriate tests for the presence of infections, such as, but not limited to Hepatitis and Acquired Immune Deficiency Syndrome for the protection of others and I authorize the drawing of blood or other body fluids for this purpose. HIV testing will be done only on an as needed basis following employee exposure to a patient's blood, body fluids and/or mucous membranes.

With my consent my name and location in the BMH system will be listed and will only be given out to individuals who ask for me by name. This list may also be used for the delivery of flowers, cards, to make reminder phone calls, etc. In accordance with HIPAA privacy rules, I may refuse to be listed in the system directory, which means my presence at BMH will not be acknowledged. I understand that photographs may be taken of me or the named patient in connection with the medical and other services, which I the patient will receive at BMH.

I give BMH permission to release my patient health information to my Primary Care Physician or to any Physician who is involved in my treatment or care through the electronic health information network.
☑ Yes ☐ No

I wish to designate a family member or other individual with whom the provider may discuss my medical condition.
☑ Yes ☐ No If yes, individual named: _____

I wish to have my name listed in the system directory?
☑ Yes ☐ No

I understand that my health information will be available in the BMH Patient Portal and BMH will utilize my email address for purpose of participation.
Email: _____

ADVANCE DIRECTIVES

I understand that I have the right to formulate Advance Directives and appoint a surrogate to make health care decisions on my behalf to the extent permitted by law. I understand that when I provide BMH with a copy of my Advance Directive they will honor it.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

I acknowledge and agree that I have been offered a copy of BMH's Notice of Privacy Practices. I understand that there may be circumstances under which information about me may be disclosed or reported to organizations by regulatory compliance.

I have reviewed the Authorization for Treatment and Release of Information and have been provided with the opportunity to ask questions. I understand and agree to the above information as indicated by the authorized signature below.

Patient Signature: _____ Date/Time: _____

Legal Representative: Cristina Cruz Relationship: _____

Witness: _____ Date/Time: _____

H02530200
CEDENO,FRANCISCO
MR#: 0028633 Sex: M [redacted]
Pc [redacted]
01/19/16

AUTH (10/2014)

Beaufort Memorial HOSPITAL

CONSENT TO OPERATION, ANESTHETIC AND OTHER MEDICAL SERVICES

1. I authorize the performance upon Cedeno, francisco (Myself or name of patient) of the following

Operation/ procedure open reduction internal fixation of left wrist

(State nature and extent of operation/ procedure to be performed)

under the direction of Dr. Stoddard and/ or such assistants as may be selected by him/her to perform such operation/procedure:

2. I recognize that during the course of the operation, additional different approaches or services than the procedure listed above maybe necessary. I authorize and request that the above named surgeons and/or associates, partners, assistants or designees perform such procedures if in his/her professional judgment it is necessary and in my best interest.

3. I understand the above named procedure(s) may require that I undergo some form of anesthesia; I consent to the administration of such anesthetics as may be considered necessary or advisable by the responsible anesthesia provider participating in my care.

4. I consent to the photographing or videotaping or other observation of the operation or procedures to be performed; including appropriate positions of my body, for medical scientific or educational purposes.

5. I also understand that medical, nursing and allied health students/trainees maybe present during the procedure and they observe or assist in my care, under the direction of my surgeon and other hospital staff members.

6. I consent to the presence of sales/clinical representatives during the procedure. I understand that sales/clinical representatives do not participate in the procedure.

7. I consent to the appropriate disposal (by hospital authority) of any tissue or members which may be removed during the course of the surgical procedure.

8. My physician, Dr. Stoddard, has explained to me the nature, purpose and possible consequences of the operative procedure that is being performed. He/she has also discussed possible alternative methods of treatment, the risks involved with this procedure and the possibility of complications that may occur. No one has made or given me a guarantee or assurance regarding the results of the operative procedure.

9. I, THE UNDERSIGNED, HAVE HAD THIS FORM EXPLAINED TO ME AND FULLY UNDERSTAND THE CONTENTS OF THE AUTHORIZATION.

SIGNED X Francisco Cedeno Date/Time: 01-20-16
(Patient or Authorization Person)

Date/Time:

(Relationship to Patient)

WITNESS [illegible] RN
(Witness to signature or phone consent)

WITNESS 1/20/16 1100
(Witness to signature or phone consent)

I HAVE EXPLAINED THE RISK, BENEFITS, POTENTIAL COMPLICATIONS, AND ALTERNATIVES OF THE TREATMENT TO THE PATIENT OR LEGAL REPRESENTATIVE AND HAVE ANSWERED ALL QUESTIONS TO THE PATIENT'S SATISFACTION, AND HE/SHE HAS GRANTED CONSENT TO PROCEED.

Physician Signature

Date/ Time 1/20/16 1100

H02630200
CEDENO, FRANCISCO
MR#: D328633
Patient DOB: [redacted]
Sex: M Age: 037

Ramirez -APA-37
Mansker, Deanna MD 01/18/2016

consurg (Rev. 02/015) CONOP 182

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date: 01/21/16

Patient Interval History/HPI
Date of progress note:
01/21/16

Narrative:
No acute events overnight. Patient ready for d/c. Pain well controlled.

Objective

- Exam
Vital Signs and I&O:

	01/21/16 06:59	01/22/16 06:59
Intake Total	800	240
Output Total	0	
Balance	800	240
Intake:		
Oral	0	240
Primary IV	800	
Output:		
Urine, Voided	0	
Estimated Blood Loss	0	
Other:		
# Voids		1
Voiding Method		Urinal
Urine Consistency		Clear
Urine Color		Pale
Urine Odor		None
# Bowel Movements		0

	Temp	Pulse	Resp	BP	Pulse Ox
01/21/16 11:14	98.7 F	72	18	153/85 H	96
01/21/16 11:00			18		
01/21/16 10:00			19		95
01/21/16 08:55		82	18		95

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date: 01/21/16

01/21/16 07:22	97.7 F	69	18	110/70	95
01/21/16 07:00	97.7 F	69	18	110/70	95
01/21/16 04:27			16		93
01/21/16 03:54	98.4 F	64	18	133/89	96
01/21/16 03:27			16		
01/20/16 23:18		71	16		94
01/20/16 22:59	99.8 F H	72	18	124/81	94
01/20/16 20:38	99.4 F	89	15	135/90	96
01/20/16 19:53			16		96
01/20/16 19:46			18		97
01/20/16 18:53			18		
01/20/16 18:15	97.3 F L	98	18	144/84 H	96
01/20/16 17:21	97.9 F	71		148/90 H	96
01/20/16 17:12	97.9 F	71	18	148/90 H	96
01/20/16 17:05				142/92 H	
01/20/16 17:00		66	11 L	138/92 H	96
01/20/16 16:55		76	13	144/80 H	
01/20/16 16:50		64		119/70	97
01/20/16 16:45		67	15	119/81	
01/20/16 16:40				145/83 H	
01/20/16 16:35		65		139/88	
01/20/16 16:30		66		144/86 H	95
01/20/16 16:25		63		136/90	100
01/20/16 16:20		61		133/80	100
01/20/16 16:15		65	10 L	136/77	97
01/20/16 16:12		68	13	136/77	
01/20/16 16:10		67		136/85	95

General: Alert, Oriented X 3
Lungs: Normal respiratory effort
Cardiovascular: Regular rate, rhythm
Gastrointestinal (Abdomen): Soft, Non tender, Non-distended
Skin: Temperature warm
Labs:

01/19/16 05:18

9.3	13.4 / 40.6	138

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date: 01/21/16

01/19/16 05:18

136	102	13	112
3.9	26	0.69	

Assessment and Plan
(1) Pneumothorax
Status: Acute

Assessment & Plan:
POD 1 s/p ORIF left wrist
Regular diet
OOB, ambulation
IS
D/C home

Dictated By: Deanna Mansker, MD
Dictated Date and Time: 01/21/16 1605
Transcribed Electronically: Physician Documentation
Transcribed Electronically Date and Time: 01/21/16 1605
Dictating Provider E-Sign: <Electronically signed by Deanna Mansker, MD>
Dictating Provider E-Sign Date and Time: 01/21/16 1606

Report Number: 0121-0267

Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Orthopedic Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Patient Interval History/HPI
Date of progress note:
01/21/16

Narrative:
Doing well postop day 1. X-ray looks good neurovascular status is intact minimal pain cast is well applied

Objective

- Exam
Vital Signs and I&O:

	01/20/16 18:59	01/21/16 06:59	01/21/16 18:59
Intake:			
Oral	0		
Primary IV	800		
Output:			
Urine, Voided	0		
Estimated Blood Loss	0		
Other:			
# Voids			1
Voiding Method			Urinal
Urine Consistency			Clear
Urine Color			Pale
Urine Odor			None
# Bowel Movements			0

	Temp	Pulse	Resp	BP	Pulse Ox
01/21/16 11:14	98.7 F	72	18	153/85 H	96
01/21/16 11:00			18		
01/21/16 10:00			19		95
01/21/16 08:55		82	18		95
01/21/16 07:22	97.7 F	69	18	110/70	95
01/21/16 07:00	97.7 F	69	18	110/70	95

CC: LELAND STODDARD, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Orthopedic Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

01/21/16 04:27			16		93
01/21/16 03:54	98.4 F	64	18	133/89	96
01/21/16 03:27			16		

Labs:

01/19/16 05:18

9.3	13.4 / 40.6	138

01/19/16 05:18

136	102	13	112
3.9	26	0.69	

Assessment/Plan
(1) Fracture of distal radius and ulna
Current Visit: Yes **Status:** Acute **Code:** S52.509A

Assessment and Plan:
Doing well postop day 1 okay for discharge from orthopedic standpoint should follow-up in my office next week routine cast precautions were given

Dictated By: LELAND STODDARD, MD
Dictated Date and Time: 01/21/16 1237
Transcribed Electronically: Physician Documentation
Transcribed Electronically Date and Time: 01/21/16 1237
Dictating Provider E-Sign: <Electronically signed by LELAND STODDARD, MD>
Dictating Provider E-Sign Date and Time: 01/21/16 1238

Report Number: 0121-0153

Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

CC: LELAND STODDARD, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Patient Interval History/HPI
Date of progress note:
01/20/16

Narrative:
No acute events overnight. Pain controlled. No shortness of breath.

Objective

- Exam
Vital Signs and I&O:

	01/20/16 06:59	01/21/16 06:59
Intake Total	2210	800
Output Total	0	0
Balance	2210	800
Intake:		
Oral	240	0
Primary IV	1970	800
Sodium Chloride 0.45% with 20 KCl 1,000 ML @ 100 mls/hr IV ASDIR SCH Rx#:002195703	1970	
Output:		
Urine, Voided	0	0
Estimated Blood Loss		0
Other:		
# Voids	1	
Voiding Method	Toilet	

	Temp	Pulse	Resp	BP	Pulse Ox
01/20/16 19:46			18		97
01/20/16 18:53			18		
01/20/16 18:15	97.3 F L	98	18	144/84 H	96
01/20/16 17:12	97.9 F	71	18	148/90 H	96

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

01/20/16 17:05				142/92 H	
01/20/16 17:00		66	11 L	138/92 H	96
01/20/16 16:55		76	13	144/80 H	
01/20/16 16:50		64		119/70	97
01/20/16 16:45		67	15	119/81	
01/20/16 16:40				145/83 H	
01/20/16 16:35		65		139/88	
01/20/16 16:30		66		144/86 H	95
01/20/16 16:25		63		136/90	100
01/20/16 16:20		61		133/80	100
01/20/16 16:15		65	10 L	136/77	97
01/20/16 16:12		68	13	136/77	
01/20/16 16:10		67		136/85	95
01/20/16 16:05		86	16	137/85	95
01/20/16 16:02		87	23 H	137/85	98
01/20/16 16:00		64		144/77 H	98
01/20/16 15:55		68	21 H	144/91 H	100
01/20/16 15:50		70		146/88 H	100
01/20/16 15:45	98.9 F	68	18	146/88 H	100
01/20/16 14:17	100.1 F H	69	17	142/72 H	99
01/20/16 13:01			18		
01/20/16 11:47	98.1 F	66	18	120/72	96
01/20/16 10:00		70	16		97
01/20/16 07:22	98.4 F	70	18	124/78	97
01/20/16 04:42			16		
01/20/16 03:42			17		
01/20/16 03:38	97.9 F	57 L	17	132/82	95
01/20/16 00:32	97.4 F L	79	17	149/85 H	97
01/19/16 22:00		86	18		95
01/19/16 21:25			18		

General: Alert, Oriented X 3
Lungs: Normal respiratory effort
Cardiovascular: Regular rate, rhythm
Gastrointestinal (Abdomen): Soft, Non tender, Non-distended
Skin: Temperature warm
Labs:

01/19/16 05:18

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

9.3	13.4 / 40.6	138

01/19/16 05:18

136	102	13	112
3.9	26	0.69	

Assessment and Plan
(1) Pneumothorax
Current Visit: Yes **Status:** Acute

Assessment & Plan:
To OR today with Dr. Stoddard
Will d/c home when stable per Stoddard
Regular diet
OOB, ambulation
IS

Dictated By: Deanna Mansker, MD
Dictated Date and Time: 01/20/16 2109
Transcribed Electronically: Physician Documentation
Transcribed Electronically Date and Time: 01/20/16 2109
Dictating Provider E-Sign: <Electronically signed by Deanna Mansker, MD>
Dictating Provider E-Sign Date and Time: 01/20/16 2110

Report Number: 0120-0362

Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Orthopedic Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Patient Interval History/HPI
Date of progress note:
01/19/16

Narrative:
CT scan of the wrist suggest that surgery would be the better choice there is impaction and comminution of the articular surface. I have discussed the proposed surgery in detail with the patient including risks and alternatives. Specific risks of infection, nerve damage with sensitive scar numbness in the hand, and possible need for plate removal in the future is discussed. Alternative of no surgery is discussed and understood the risks and alternatives and agreed to proceed we will schedule this for tomorrow if medically stable

Objective

- Exam
Vital Signs and I&O:

	01/18/16 18:59	01/19/16 06:59	01/19/16 18:59
Intake:			
Oral		120	120
Primary IV		1111	1200
Potassium Chloride 40 MEQ In 0.45% Sodium Chloride 1,000 ML @ 100 mls/hr IV ASDIR SCH Rx#:002195700		1111	
Sodium Chloride 0.45% with 20 KCl 1,000 ML @ 100 mls/hr IV ASDIR SCH Rx#:002195703			1200
Other:			
# Voids		2	
Voiding Method		Urinal	
Weight (kg)	86.7 kg		

	Temp	Pulse	Resp	BP	Pulse Ox
01/19/16 17:10			18		

CC: LELAND STODDARD, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

Orthopedic Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

01/19/16 16:13	98.2 F	71	20	127/70	100
01/19/16 14:14			18		
01/19/16 11:30	98.1 F	63	18	134/77	100
01/19/16 10:00			22 H		100
01/19/16 08:51		67	16		99
01/19/16 07:20	98.5 F	69	18	139/92 H	100

Neurological: No sensory deficits, No motor loss
Labs:

01/19/16 05:18

9.3	13.4	138
	40.6	

01/19/16 05:18

136	102	13	112
3.9	26	0.69	

Assessment/Plan
Assessment and Plan:
Plan ORIF in the morning

Dictated By: LELAND STODDARD, MD
Dictated Date and Time: 01/19/16 1812
Transcribed Electronically: Physician Documentation
Transcribed Electronically Date and Time: 01/19/16 1812
Dictating Provider E-Sign: <Electronically signed by LELAND STODDARD, MD>
Dictating Provider E-Sign Date and Time: 01/19/16 1813

Report Number: 0119-0319

Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

CC: LELAND STODDARD, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Patient Interval History/HPI
Date of progress note:
01/19/16

Narrative:
Stable overnight. Continue to complain of LUE pain, but controlled. No shortness of breath.

Objective

- Exam
Vital Signs and I&O:

	01/19/16 06:59	01/20/16 06:59
Intake Total	1231	120
Balance	1231	120
Intake:		
Oral	120	120
Primary IV	1111	
Potassium Chloride 40 MEQ In 0.45% Sodium Chloride 1,000 ML @ 100 mls/hr IV ASDIR SCH Rx#:002195700	1111	
Other:		
# Voids	2	
Voiding Method	Urinal	
Weight (kg)	86.7 kg	

	Temp	Pulse	Resp	BP	Pulse Ox
01/19/16 08:51		67	16		99
01/19/16 07:20	98.5 F	69	18	139/92 H	100
01/19/16 03:20	98.2 F	74	15	156/87 H	100
01/19/16 03:19	98.2 F	90	16	156/87 H	100
01/18/16 23:59	98.3 F	77	16	132/80	100
01/18/16 20:45		77	16		100
01/18/16 20:42			18		100

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

01/18/16 18:27			17		100
01/18/16 17:46	99.5 F	77	17	137/84	100

General: Alert, Oriented X 3
Lungs: Normal respiratory effort, Clear to auscultation
Cardiovascular: Regular rate, rhythm
Gastrointestinal (Abdomen): Soft, Non tender, Non-distended
Skin: Temperature warm
Labs:

01/19/16 05:18

9.3	13.4	138
	40.6	

01/19/16 05:18

136	102	13	112
3.9	26	0.69	

01/19/16 05:18: WBC 9.3, RBC 4.59, Hgb 13.4, Hct 40.6, MCV 88.5, MCH 29.3, Corrected MCHC 33.1, RDW 13.6, Plt Count 138, Gran # 6.40, Add Manual Diff Auto, Seg Neutrophils % 68.3, Lymphocytes 22.9, Lymphocytes # 2.10, Monocytes 8.1, Monocytes # 0.80, Eosinophils 0.2, Eosinophils # 0.00, Basophils 0.5, Basophils # 0.00, Sodium 136, Potassium 3.9, Chloride 102, Carbon Dioxide 26, Anion Gap 8, BUN 13, Creatinine 0.69, Estimated GFR > 90, Glucose 112, Calcium 9.0

Assessment and Plan
(1) Pneumothorax
Current Visit: Yes **Status:** Acute

Assessment & Plan:
Will recheck CXR this am. No need for chest tube.
Continue pain control.
Dr. Stoddard has been consulted for L radius fx. Likely will require surgical intervention. Will await further plans.

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

General Surgery Progress Note

Patient Name: CEDENO,FRANCISCO
Date of Birth[redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Regular diet
OOB, ambulation
IS

Dictated By: Deanna Mansker, MD
Dictated Date and Time: 01/19/16 1016
Transcribed Electronically: Physician Documentation
Transcribed Electronically Date and Time: 01/19/16 1016
Dictating Provider E-Sign: <Electronically signed by Deanna Mansker, MD>
Dictating Provider E-Sign Date and Time: 01/19/16 1040

Report Number: 0119-0131

Co-Sign Physician E-Sign:
Cos-Sign Date and Time:

CC: Deanna Mansker, MD

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, SC 29902
(843)522-5101

MedHost Charge Summary

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

ED Service Charges Summary

Pts	Category
2	Triage
4	Vital Signs
20	Labs
20	Imaging
40	Care of Pt w/ CV Risk
20	IV Start
100	Mgmt of Pt w/ Immobility R/T Fx or Dislocation
20	Ortho
65	Cardiac Monitor
20	Pulse Ox Continuous
65	Oxygen
200	Admit
2	Discharge Instructions
20	Meds Mgmt

598 Total

Service Level
Level V 3400450642

ED Service Charges Details
Category: Triage (Once); Subtotal: 2
01/18/16 11:28 {Triage completed.} ; Points: 2
01/18/16 11:19 Presenting complaint: Patient states: HERE BY EMS DUE TO 15' FALL FROM A ROOF. STATES HE LOST HIS BALANCE AND PER BYSTANDERS THE PT. FELL ONTO ROOFING NAILS ON HIS FEET.
STATES SEVERAL MINUTES OF POSITIVE LOC. OBVIOUS FX. TO L WRIST. CO PAIN TO THE CHEST, L WRIST, NECK AND R FEMUR/PELVIS AREA. HE IS ALERT AND ORIENTED UPON ARRIVAL TO ER. STATES PAIN PRESENT WITH DEEP RESP. OBVIOUSLY PAINFUL. EMS GAVE 50 MCG OF FENTANYL IVP PRIOR TO
ARRIVAL. PT. REMAINS PAINFUL. LUNGS ARE CLEAR BUT RESP ARE PRESENT BILATERALLY. DR. BAXLEY AT BEDSIDE. PT. ALSO HAS ABRASION TO R FLANK/MID THORACIC WALL. NS IV TO R HAND BY EMS WITH 18 JELCO. ; Points: 2
Category: Vital Signs (Per Set of 4 = 2 pts); Subtotal: 4
Vital Signs; Points: 9
Category: Labs (Once); Subtotal: 20
01/18/16 11:29 Lab Sent PT ; Points: 20
01/18/16 11:29 Lab Sent PTT ; Points: 20
01/18/16 11:29 Lab Sent Metabolic Panel ; Points: 20
01/18/16 11:29 Lab Sent CBC w/diff ; Points: 20
01/18/16 11:39 Labs drawn. (by ED staff). Bedside cardiac profile performed by nurse. Sent

Beaufort Memorial Hospital

MedHost Charge Summary
EMERGENCY DEPARTMENT RECORD

Patient name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

per order to lab. EPOC Metabolic Panel Completed Portable x-ray done. EKG done: (by EKG Tech) T&C drawn. ; Points: 20
01/18/16 11:39 Labs drawn. (by ED staff). Bedside cardiac profile performed by nurse. Sent per order to lab. EPOC Metabolic Panel Completed Portable x-ray done. EKG done: (by EKG Tech) T&C drawn. ; Points: 20
01/18/16 13:22 Lab Sent UA ; Points: 20
01/18/16 11:37 Trauma Interventions: IV inserted, 18 gauge in right antecubital area and blood collected. Placed by nurse. ; Points: 20
01/18/16 11:37 Labs drawn. (by ED staff). Bedside cardiac profile performed by nurse. Sent per order to lab. EKG done: ; Points: 20
01/18/16 11:37 Labs drawn. (by ED staff). Bedside cardiac profile performed by nurse. Sent per order to lab. EKG done: ; Points: 20
Category: Imaging (Once); Subtotal: 20
01/18/16 11:29 Rad Sent Wrist Left 3 Views ; Points: 20
01/18/16 11:29 Rad Sent Hand, Left 3 Views XRAY ; Points: 20
01/18/16 11:29 Rad Sent Pelvis XRAY ; Points: 20
01/18/16 11:39 Labs drawn. (by ED staff). Bedside cardiac profile performed by nurse. Sent per order to lab. EPOC Metabolic Panel Completed Portable x-ray done. EKG done: (by EKG Tech) T&C drawn. ; Points: 20
01/18/16 12:06 Rad Sent Chest Portable XRAY ; Points: 20
01/18/16 12:06 Rad Sent CT Chest--Abd--Pelvis w Contrast ; Points: 20
01/18/16 12:06 Rad Sent CT Cervical Spine wo Contrast/Complete ; Points: 20
01/18/16 12:06 Rad Sent CT Head wo Contrast ; Points: 20
Category: Care of Pt w/ CV Risk (sum); Subtotal: 40
01/18/16 11:39 Labs drawn. (by ED staff). Bedside cardiac profile performed by nurse. Sent per order to lab. EPOC Metabolic Panel Completed Portable x-ray done. EKG done: (by EKG Tech) T&C drawn. ; Points: 20
01/18/16 11:37 Labs drawn. (by ED staff). Bedside cardiac profile performed by nurse. Sent per order to lab. EKG done: ; Points: 20
Category: IV Start (sum); Subtotal: 20
01/18/16 13:49 Inserted peripheral IV: 18 gauge in right antecubital area BY NURSE IN ED WHEN PT ARRIVED ; Points: 20
Category: Mgmt of Pt w/ Immobility R/T Fx or Dislocation (Once); Subtotal: 100
01/18/16 15:49 Assist provider with fracture care Set up for procedure. of left wrist Fracture is closed. Obvious deformity is not noted. Circulation, motor and sensation is intact. Reduction was not performed. Immoblized with preformed splint, Post immobilization, circulation, motor and sensation remain intact. Patient tolerated well. Performed by Luke Baxley MD ; Points: 100
Category: Ortho (Once); Subtotal: 20
01/18/16 15:49 Assist provider with fracture care Set up for procedure. of left wrist Fracture is closed. Obvious deformity is not noted. Circulation, motor and sensation is intact. Reduction was not performed. Immoblized with preformed splint, Post immobilization, circulation, motor and sensation remain intact. Patient tolerated well. Performed by Luke Baxley MD ; Points: 20
Category: Cardiac Monitor (Once); Subtotal: 65
01/18/16 11:28 Cardiovascular: Reports shortness of breath Capillary refill < 3 seconds in bilateral Edema is absent. Pulses are all present. Rhythm is sinus bradycardia Without ectopy ; Points: 65

Beaufort Memorial Hospital

MedHost Charge Summary
EMERGENCY DEPARTMENT
RECORD

Patient name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

01/18/16 13:45 Cardiovascular: Pulses are palpable in right dorsalis pedis artery and left dorsalis pedis artery Heart tones S1 S2 present Rhythm is sinus rhythm Without ectopy ; Points: 65
01/18/16 11:37 Patient placed on Cardiac Monitor. NIBP on. Pulse ox on. ; Points: 65
Category: Pulse Ox Continuous (Once); Subtotal: 20
01/18/16 11:37 Patient placed on Cardiac Monitor. NIBP on. Pulse ox on. ; Points: 20
Category: Oxygen (Once); Subtotal: 65
01/18/16 15:28 {Oxygen} Oxygen administration via non-rebreather mask @ 15L/min ; Points: 65
Category: Admit (Once); Subtotal: 200
01/18/16 15:09 {Decision to Hospitalize by Provider.} ; Points: 200
01/18/16 17:19 Admitted/Report Called to Medical bed accompanied by tech, with oxygen, via stretcher, with chart, Report called to Tosha, RN ; Points: 200
Category: Discharge Instructions (Once); Subtotal: 2
01/18/16 17:19 Instructions given to Admitted Patient Instructed on admission procedures Demonstrated understanding of instructions, ; Points: 2
Category: Meds Mgmt (Once); Subtotal: 20
01/18 11:34 IVP - morphine 10 mg IVP in right hand; Points: 20
01/18 11:34 IVP - Zofran 8 mg IVP in right hand; Points: 20
01/18 13:37 IVP - HYDROmorphone 1 mg IVP in right hand; Points: 20

IV Infusion Codes

1 3400450624: Initial Med Injection Morphine
2 3400450625: IVP Subsequent New Med Injections Ondansetron, Hydromorphone

ED Procedure Codes
1 - 88888888 Fracture care

ED Supply Codes
4300075087 X 1 Oxygen administration via non-rebreather mask @ 15L/min

****

Transcribed Electronically by: MedHost EDIS

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

MedHost Provider Documentation

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

HPI:
01/18
11:37 This 37 yrs old Male presents to ER via EMS with complaints of Fall Injury, Trauma Complaint. ldb
11:37 Details of fall: The patient fell FELL 15 FEET FROM A ROOF, LANDING ON THE GROUND, FEET FIRST, ldb
LOSS OF CONCIOUSNESS NOTED FOR SEVERAL MINUTES. AWOKE WITH COMPLAINTS OF MIDTHORACIC BACK PAIN
WITH SHORTNESS OF BREATH, AS WELL AS LEFT WRIST AND HAND PAIN, RIGHT HIP PAIN.

Historical:
- Allergies: No Known Allergies;
- Home Meds:
1. None
- PMHx: None;
- PSHx: None;
- Code Status:: Full code.
- The history from nurses notes was reviewed: and I agree with what is documented.
- Travel History: : Patient has not traveled to an Ebola Virus Disease (EVD) affected area within the past 21 days. Patient does not have a fever. No known exposure, EVD is not suspected. EVD not suspected.
- Immunization history: Last tetanus immunization: unknown Last tetanus immunization: unknown Flu vaccine is not up to date.
- Med list source: : Patient is NOT taking any medications.
- Social history: Smoking status: Patient uses tobacco products, current some day smoker. Ethnicity: Hispanic or Latino No barriers to communication noted, The patient speaks fluent English, Speaks appropriately for age, Their native language is Spanish, The patient lives with family, with spouse, Lives with family with spouse Speaks fluent English. Native language is Spanish Uses tobacco products: OCCASIONALLY. Denies using street drugs, alcohol, Patient/guardian denies using street drugs, IV drugs, The patient works as a ROOFER.
- Family history: No immediate family members are acutely ill.

ROS:
11:38 All other systems are negative. Constitutional: Negative for fever. Cardiovascular: Positive for chest pain, Negative for edema, orthopnea. Respiratory: Positive for shortness of breath, Negative for cough. Abdomen/GI: Negative for abdominal pain, nausea, vomiting, diarrhea. MS/extremity: Positive for pain, tenderness, of the left wrist. All others as in HPI. ldb

Exam:
11:39 Constitutional: The patient appears alert, awake, uncomfortable. ldb
11:39 Head/face: Basilar skull fracture findings: the patient does not have obvious signs of a basilar skull fracture, no Battle signs, no hemotympanum, no nasal drainage, no racoon eyes.
11:39 Neck: External neck: is normal, no swelling, no tenderness, C-spine: C-collar placed PTA, Back board PTA

CC:

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

MedHost Provider Documentation

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

11:39 Musculoskeletal/extremity: ROM: FULL ROM OF ALL MAJOR JOINTS OF THE LOWER EXTREMITIES WITHOUT
SIGNIFICANT PAIN. PT REPORTS SORENESS WITH RIGHT HIP FLEXION, TENDERNESS AND DEFORMITY OF
THE LEFT WRIST CONSISTENT WITH CLOSED FRACTURE.
11:39 Musculoskeletal/extremity: Circulation is intact in all extremities. Pulses: are normal with no appreciated deficits.
11:39 Neuro: Orientation: is normal, Cranial nerves: grossly normal, CN II- XII are normal as tested, extraocular movements are intact, Motor: is normal, moves all fours, strength is 5/5 in all extremities, Sensation: is normal.

Vital Signs:
11:21 BP 158 / 97; Pulse 57; Resp 20; Pulse Ox 97% ; sep
11:41 BP 139 / 83 (auto/); Resp 16 S; Temp 97.9(O); Weight 77.11 kg / 170 lbs; Height 5 ft. 10 in. (177.80 cm); Pain 7/10 mlt1
11:53 Pulse 61 MON; Pulse Ox 96% ; mlt1
13:00 BP 157 / 91 RA Supine (auto/reg); Pulse 71; Resp 16; Pulse Ox 97% on R/A; mlt1
13:01 BP 157 / 91 (auto/); cnc1
13:01 Pulse 74 MON; Pulse Ox 96% ; cnc1
13:35 BP 143 / 73 (auto/); cnc1
13:35 Pulse 68 MON; Pulse Ox 95% ; cnc1
13:57 Pulse 70 MON; Pulse Ox 95% ; cnc1
14:00 BP 129 / 69 (auto/); cnc1
14:30 BP 125 / 76 (auto/); cnc1
14:30 Pulse 80 MON; Pulse Ox 94% ; cnc1
15:00 BP 134 / 76 (auto/); cnc1
15:00 Pulse 79 MON; Pulse Ox 95% ; cnc1
15:29 Pulse 87 MON; Pulse Ox 97% ; cnc1
15:30 BP 148 / 85 (auto/); cnc1
15:59 Pulse 78 MON; Pulse Ox 99% ; cnc1
16:00 BP 145 / 77 (auto/); cnc1
16:30 BP 146 / 78 (auto/); cnc1
16:30 Pulse 76 MON; Pulse Ox 100% ; cnc1
17:00 BP 142 / 73 (auto/); cnc1
17:00 Pulse 72 MON; Pulse Ox 100% ; cnc1
11:41 Body Mass Index 24.39 (77.11 kg, 177.80 cm) mlt1

Glasgow Coma Score:
11:37 Eye Response: spontaneous(4). Verbal Response: oriented(5). Motor Response: obeys commands(6). das
Total: 15.
13:48 Eye Response: spontaneous(4). Verbal Response: oriented(5). Motor Response: obeys commands(6). cnc1
Total: 15.

Trauma Score (Adult):
11:37 Eye Response: spontaneous(1); Verbal Response: oriented(1); Motor Response: obeys commands(2); das
Systolic BP: > 89 mm Hg(4); Respiratory Rate: 10 to 29 per min(4); Glasgow Score: 15; Trauma Score: 12

CC:

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

MedHost Provider Documentation

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

MDM:
11:19 Patient medically screened. ldb
15:07 Data reviewed: vital signs, nurses notes. ldb
15:08 Counseling: I had a detailed discussion with the patient and/or guardian regarding the need for further work-up and treatment in the hospital, the historical points, exam findings, and any diagnostic results supporting the discharge/admit diagnosis, lab results, radiology results. ldb

01/18
11:21 Order name: CBC w/diff; Complete Time: 12:16 ldb
01/18
11:21 Order name: Metabolic Panel; Complete Time: 12:16 ldb
01/18
11:21 Order name: PTT; Complete Time: 12:16 ldb
01/18
11:21 Order name: PT; Complete Time: 12:16 ldb
01/18
11:21 Order name: UA; Complete Time: 13:40 ldb
01/18
11:38 Order name: POCCARD2; Complete Time: 12:16 EDMS
01/18
11:21 Order name: CT Head wo Contrast; Complete Time: 13:40 ldb
01/18
11:21 Order name: CT Cervical Spine wo Contrast/Complete; Complete Time: 13:40 ldb
01/18
11:21 Order name: CT Chest--Abd--Pelvis w Contrast ldb
01/18
11:21 Order name: Wrist Left 3 Views; Complete Time: 12:16 ldb
01/18
11:21 Order name: Hand, Left 3 Views XRAY; Complete Time: 12:16 ldb
01/18
11:21 Order name: Pelvis XRAY; Complete Time: 13:40 ldb
01/18
11:43 Order name: Chest Portable XRAY; Complete Time: 13:40 ch2
01/18
11:57 Order name: POCEPOC; Complete Time: 12:16 EDMS
01/18
11:21 Order name: POC CKMB; Complete Time: 11:29 ldb
01/18
11:21 Order name: POC Troponin; Complete Time: 11:29 ldb
01/18
11:57 Order name: WRL; Complete Time: 13:40 EDMS
01/18
12:12 Order name: HANDL2; Complete Time: 13:40 EDMS
01/18
13:45 Order name: CT Thoracic Spine wo Contrast/Complete ldb
01/18
13:45 Order name: CT Lumbar Spine wo Contrast/Complete ldb

CC:

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, South Carolina 29902

MedHost Provider Documentation

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

01/18
14:59 Order name: Consult Orders-Thomas, Nancy, PA-C (General Surgery); Complete Time: 15:08 ldb
01/18
15:07 Order name: SPLINT.: SUGAR TONG, LEFT WRIST; Complete Time: 15:50 ldb
01/18
15:08 Order name: OXYGEN @ 15 LITERS VIA NRB; Complete Time: 15:28 ldb
01/18
16:13 Order name: CHPAL EDMS

Dispensed Medications:
11:34 Drug: morphine 10 mg [morphine 10 mg/mL injection syringe (1 mL)] Route: IVP; Site: right hand;mlt1
11:40 Follow up: Response: Pain is decreased das
11:34 Drug: Zofran 8 mg [Zofran 2 mg/mL intravenous solution (4 mL)] Route: IVP; Site: right hand; mlt1
11:40 Follow up: Response: Medication effective for treatment das
13:37 Drug: HYDROmorphone 1 mg [hydromorphone 2 mg/mL injection solution (0.5 mL)] Route: IVP; Site: mlt1 right hand;
16:26 Follow up: Response: Pain is decreased cnc1

Disposition:
01/18/16 15:09 Hospitalization ordered by Mansker, Deanna for . Preliminary diagnosis are Multiple Rib Closed Fractures, Pneumothorax - trace, Distal Radius Fracture.
- Bed requested for 4th Floor. cnc1
- Status is .
- Condition is Stable.
- Problem is new.
- Symptoms have improved.

Signatures:

Dispatcher MedHost	EDMS
Sanders, DeeAnn, RN	RN das
Baxley, Luke, MD	MD ldb
Evegan, Tricia, RN	RN tle
Trask, Marcellene, RN	RN mlt1
Crosby, Christina, RN	RN cnc1

****

Supervising Physician: Luke Baxley, MD Transcriptionist: MedHost EDIS

This Document has been reviewed
Supervising Physician E-Sign Date and Time: 01/20/16 0554
Supervising Physician E-Sign:

CC:

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, SC 29902
(843)522-5101

MedHost Nurse Documentation

Patient Name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Presentation:
01/18
11:19 Presenting complaint: Patient states: HERE BY EMS DUE TO 15' FALL FROM A ROOF. STATES HE LOST das
HIS BALANCE AND PER BYSTANDERS THE PT. FELL ONTO ROOFING NAILS ON HIS FEET. STATES SEVERAL
MINUTES OF POSITIVE LOC. OBVIOUS FX. TO L WRIST. CO PAIN TO THE CHEST, L WRIST, NECK AND R
FEMUR/PELVIS AREA. HE IS ALERT AND ORIENTED UPON ARRIVAL TO ER. STATES PAIN PRESENT WITH DEEP
RESP. OBVIOUSLY PAINFUL. EMS GAVE 50 MCG OF FENTANYL IVP PRIOR TO ARRIVAL. PT. REMAINS
PAINFUL. LUNGS ARE CLEAR BUT RESP ARE PRESENT BILATERALLY. DR. BAXLEY AT BEDSIDE. PT. ALSO HAS
ABRASION TO R FLANK/MID THORACIC WALL. NS IV TO R HAND BY EMS WITH 18 JELCO. Care prior to arrival: See EMS report. Cervical collar in place. Placed on backboard. Splint applied.
Mechanism of Injury: Fall from roof approximately 15 feet. Trauma event details: The patient did lose consciousness. Injury occurred in the county of Beaufort Injury occurred AT WORK ON SOMEONE'S HOME. Injury occurred January 18, 2016 Injury occurred at 10:15. Activity prior to arrival: loss of consciousness.
11:19 Acuity: Level 3 das
11:19 Method Of Arrival: EMS das

Triage Assessment:
17:19 General assessment: Appears see initial trauma triage. cnc1

Trauma Activation:
Physician: Emergency Physician; Name: BAXLEY; Notified At: 2016/01/18 10:26; Arrived At:
Physician: Surgeon; Name: ; Notified At: 2016/01/18 10:26; Arrived At:
Physician: Orthopedic Surgeon; Name: ; Notified At: 2016/01/18 10:26; Arrived At:
Physician: Radiologist; Name: ; Notified At: 2016/01/18 10:26; Arrived At:
Physician: Anesthesia; Name: ; Notified At: 2016/01/18 10:26; Arrived At:

Historical:
- Allergies: No Known Allergies;
- Home Meds:
  1. None
- PMHx: None;
- PSHx: None;
- Code Status:: Full code.
- The history from nurses notes was reviewed: and I agree with what is documented.
- Travel History: : Patient has not traveled to an Ebola Virus Disease (EVD) affected area within the past 21 days. Patient does not have a fever. No known exposure, EVD is not suspected. EVD not suspected.

Beaufort Memorial Hospital

MedHost Nurse Documentation

Patient name: CEDENO,FRANCISCO
Date of Birth[redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

- Immunization history: Last tetanus immunization: unknown Last tetanus immunization: unknown Flu vaccine is not up to date.
- Med list source: : Patient is NOT taking any medications.
- Social history: Smoking status: Patient uses tobacco products, current some day smoker. Ethnicity: Hispanic or Latino No barriers to communication noted, The patient speaks fluent English, Speaks appropriately for age, Their native language is Spanish, The patient lives with family, with spouse, Lives with family with spouse Speaks fluent English. Native language is Spanish Uses tobacco products: OCCASIONALLY. Denies using street drugs, alcohol, Patient/guardian denies using street drugs, IV drugs, The patient works as a ROOFER.
- Family history: No immediate family members are acutely ill.

Screening:
11:37 Abuse screen: Denies threats or abuse. Nutritional screening: No deficits noted. Tuberculosis screening: No symptoms or risk factors identified. das
13:51 Fall Risk Fall in past 12 months (25 points). Total Morse Fall Scale indicates Low Risk Score (25-44 pts). Fall prevention measures have been instituted. Side Rails Up X 2 Placed close to Nursing Station Frequent Obs/Assesments occuring Family Present and informed to notify staff if they need to leave bedside As available Patient and Family Educated on Fall Prevention Program and strategies. Swallow Screen, This test is not applicable to the Patient's Chief Complaint, Presentation or Evaluation. cnc1

Assessment:
11:28 Pain: Complains of pain in back and chest Pain currently is 10 out of 10 on a pain scale. At worst was 10 out of 10 on a pain scale. Quality of pain is described as aching, sharp, Pain began suddenly, Is continuous Noted to be grimacing, guarding, moaning, Current management is with Morphine, EMS GAVE 50 MCG FENTANYL PRIOR TO ARRIVAL. General assessment: Appears distressed, appears ill, uncomfortable, Behavior is cooperative, pleasant, anxious, restless. Neuro: Level of Consciousness is awake, alert, Oriented to person, place, time, Grips are equal bilaterally Moves all extremities. in bilateral. EENT: Eyes no drainage noted. Cardiovascular: Reports shortness of breath Capillary refill < 3 seconds in bilateral Edema is absent. Pulses are all present. Rhythm is sinus bradycardia Without ectopy. Respiratory: Reports shortness of breath at rest Airway is patent Trachea midline Respiratory effort is labored, Breath sounds are clear bilaterally. the patient has moderate shortness of breath. GI: No deficits noted. GU: No deficits noted. Musculoskeletal: Circulation, motion, and sensation intact Range of motion limited in right hip Bony deformity noted of left wrist. Injury Description: This injury is descriptive of a closed injury that involves a crush, sprain, blunt, or possible fracture. is sustained to R SIDE, CHEST, L WRIST, L HIP/PELVIS was sustained 30-60 minutes ago. das
13:45 General assessment: Appears in no apparent distress, well nourished, well groomed. Neuro: Level of Consciousness is awake, alert, obeys commands, Oriented to person, place, time, Speech is normal. Cardiovascular: Pulses are palpable in right dorsalis pedis artery and left dorsalis pedis artery Heart tones S1 S2 present Rhythm is sinus rhythm Without ectopy. Respiratory: Airway is patent Respiratory effort is even, unlabored, Respiratory pattern is regular, symmetrical, Breath sounds are clear bilaterally. Derm: Skin is intact. Musculoskeletal: Reports pain in left hip, right hip, left hand, anterior aspect of right shoulder, posterior aspect of right shoulder, anterior aspect of left shoulder, dorsal aspect of left forearm, left wrist, posterior aspect of left shoulder and palmar aspect of left forearm. cnc1

Beaufort Memorial Hospital

MedHost Nurse Documentation

Patient name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Vital Signs:

11:21 BP 158 / 97; Pulse 57; Resp 20; Pulse Ox 97% ;	sep
11:41 BP 139 / 83 (auto/); Resp 16 S; Temp 97.9(O); Weight 77.11 kg / 170 lbs; Height 5 ft. 10 in. (177.80 cm); Pain 7/10	mlt1
11:53 Pulse 61 MON; Pulse Ox 96% ;	mlt1
13:00 BP 157 / 91 RA Supine (auto/reg); Pulse 71; Resp 16; Pulse Ox 97% on R/A;	mlt1
13:01 BP 157 / 91 (auto/);	cnc1
13:01 Pulse 74 MON; Pulse Ox 96% ;	cnc1
13:35 BP 143 / 73 (auto/);	cnc1
13:35 Pulse 68 MON; Pulse Ox 95% ;	cnc1
13:57 Pulse 70 MON; Pulse Ox 95% ;	cnc1
14:00 BP 129 / 69 (auto/);	cnc1
14:30 BP 125 / 76 (auto/);	cnc1
14:30 Pulse 80 MON; Pulse Ox 94% ;	cnc1
15:00 BP 134 / 76 (auto/);	cnc1
15:00 Pulse 79 MON; Pulse Ox 95% ;	cnc1
15:29 Pulse 87 MON; Pulse Ox 97% ;	cnc1
15:30 BP 148 / 85 (auto/);	cnc1
15:59 Pulse 78 MON; Pulse Ox 99% ;	cnc1
16:00 BP 145 / 77 (auto/);	cnc1
16:30 BP 146 / 78 (auto/);	cnc1
16:30 Pulse 76 MON; Pulse Ox 100% ;	cnc1
17:00 BP 142 / 73 (auto/);	cnc1
17:00 Pulse 72 MON; Pulse Ox 100% ;	cnc1
11:41 Body Mass Index 24.39 (77.11 kg, 177.80 cm)	mlt1

Glasgow Coma Score:

11:37 Eye Response: spontaneous(4). Verbal Response: oriented(5). Motor Response: obeys commands(6). Total: 15.	das
13:48 Eye Response: spontaneous(4). Verbal Response: oriented(5). Motor Response: obeys commands(6). Total: 15.	cnc1

Trauma Score (Adult):

11:37 Eye Response: spontaneous(1); Verbal Response: oriented(1); Motor Response: obeys commands(2); Systolic BP: > 89 mm Hg(4); Respiratory Rate: 10 to 29 per min(4); Glasgow Score: 15; Trauma Score: 12	das

ED Course:

11:18 Patient arrived in ED.	das
11:28 Triage completed.	das
11:29 PT Sent.	mlt1
11:29 PTT Sent.	mlt1
11:29 Metabolic Panel Sent.	mlt1
11:29 CBC w/diff Sent.	mlt1
11:29 Wrist Left 3 Views Sent.	mlt1
11:29 Hand, Left 3 Views XRAY Sent.	mlt1
11:29 Pelvis XRAY Sent.	mlt1
11:37 Patient has correct arm band on for positive identification. Placed in gown. Bed in low position. Call light in reach. Side rails up X2. Trauma Interventions: IV inserted, 18 gauge in right antecubital area and blood collected. Placed by nurse. Labs drawn. (by ED staff).	das

Beaufort Memorial Hospital

MedHost Nurse Documentation

Patient name: CEDENO,FRANCISCO
Date of Birth: [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Bedside cardiac profile performed by nurse. Sent per order to lab. EKG done:. Patient placed on Cardiac Monitor. NIBP on. Pulse ox on.
11:39 Labs drawn. (by ED staff). Bedside cardiac profile performed by nurse. Sent per order to lab. das
EPOC Metabolic Panel Completed Portable x-ray done. EKG done: (by EKG Tech) T&C drawn.
mlt1
12:06 Chest Portable XRAY Sent. mlt1
12:06 CT Chest--Abd--Pelvis w Contrast Sent. mlt1
12:06 CT Cervical Spine wo Contrast/Complete Sent. mlt1
12:06 CT Head wo Contrast Sent. ch2
13:22 UA Sent. krk
13:40 Primary Nurse role handed off by Millard, Brooke, RN cnc1
13:48 Maintain EMS- IV. 18 gauge in right hand. cnc1
13:48 Family accompanied patient Family WIFE AT BEDSIDE. cnc1
13:49 Inserted peripheral IV: 18 gauge in right antecubital area BY NURSE IN ED WHEN PT ARRIVED. cnc1
13:51 Warm blanket given. cnc1
13:51 Report received from Marcellene Trask RN. cnc1
15:28 C-Collar removed by provider, after exam, after x-ray, after CT, neuro exam repeated. cnc1
15:28 Oxygen administration via non-rebreather mask @ 15L/min. ch2
15:49 Assist provider with fracture care Set up for procedure. of left wrist Fracture is closed.
Obvious deformity is not noted. Circulation, motor and sensation is intact. Reduction was not performed. Immobilized with preformed splint, Post immobilization, circulation, motor and sensation remain intact. Patient tolerated well. Performed by Luke Baxley MD.
16:45 Called and spoke to Deeanna and reminded her that the nurse needed to be sent down for bedside report on the patient. cnc1
17:05 Attempted to call report, awaiting nurse to call this rn back.

Administered Medications:
11:34 Drug: morphine 10 mg [morphine 10 mg/mL injection syringe (1 mL)] Route: IVP; Site: right hand;mlt1
11:40 Follow up: Response: Pain is decreased das
11:34 Drug: Zofran 8 mg [Zofran 2 mg/mL intravenous solution (4 mL)] Route: IVP; Site: right hand; mlt1
11:40 Follow up: Response: Medication effective for treatment das
13:37 Drug: HYDROmorphone 1 mg [hydromorphone 2 mg/mL injection solution (0.5 mL)] Route: IVP; Site: mlt1 right hand;
16:26 Follow up: Response: Pain is decreased cnc1

Outcome:
15:09 Decision to Hospitalize by Provider. ldb
17:19 Admitted/Report Called to Medical bed accompanied by tech, with oxygen, via stretcher, with chart, Report called to Tosha, RN cnc1
17:19 Condition: stable
17:19 Instructions given to Admitted Patient Instructed on admission procedures Demonstrated understanding of instructions.
17:19 Discharge Assessment: Patient awake, alert and oriented x 3. No cognitive and/or functional deficits noted. Patient verbalized understanding of disposition instructions.
17:26 Patient left the ED. cnc1

Signatures:
Sanders, DeeAnn, RN RN das
Kremer, Kevin, RN RN krk
Baxley, Luke, MD MD ldb

Beaufort Memorial Hospital

MedHost Nurse Documentation

Patient name: CEDENO,FRANCISCO
Date of Birth [redacted]
Admit Date: 01/18/16
Attending Doctor: Deanna Mansker, MD

Account Number: H02630200
Unit Number: D328633
Discharge Date:

Trask, Marcellene, RN	RN	mlt1
Haley, Chris, ERT	ERT	ch2
Crosby, Christina, RN	RN	cnc1
Padgett, Shelby, ERT	ERT	sep

Corrections: (The following items were deleted from the chart)
12:01 11:41 BP 139 / 83 Auto; Resp 16bpm; Spontaneous; Pain 7/10; mlt1 mlt1
12:04 11:41 BP 139 / 83 Auto; Resp 16bpm; Spontaneous; 77.11 kg; Height 5 ft. 10 in.; BMI: 24.3; Pain 7/10; mlt1 mlt1
17:12 17:11 General assessment: Appears cnc1 cnc1
17:26 17:19 Admitted/Report Called to Medical bed with Transporter with oxygen, via stretcher, with chart, Report called to Tosha, RN cnc1 cnc1

****

Transcribed Electronically by: MedHost EDIS

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, SC 29902

CEDENO,FRANCISCO

37 M [redacted]
Thomas,Nancy E PA
6011-816115023200

D328633
H02630200 REG ER
Emergency Department: -
Active

Admit Orders

5 ft 10 in 1.78 m 169 lb 15.622 oz 77.1 kg 1.95 m²
Allergies: No Known Allergies
Adverse Reactions:

Service Designation [ADMIT] Routine Start: 01/18/16 16:06

Primary Diagnosis Multiple rib fractures

Admitting Physician Dr Deanna Hansker MD
Attending Physician Dr Deanna Hansker MD
Admit Date 01/18/16
Admit Time 16:06

Status Admit to Inpatient
I expect my patient to be in the hospital as a patient for at least 2 midnights

Location Requested 4th

Ordered By: Thomas,Nancy E PA Entered By: Thomas,Nancy E PA at 01/18/16 16:06 on ORNTHOMAS

Beaufort Memorial Hospital

Emergency Department - Medication Reconciliation Form

Chief Complaint: Fall Injury,
Trauma Complaint
Allergies: No Known Allergies

History: None
Home Medications:

Home Medication	Dose	Frequency	Last Dose	Ordered on Admit
None				Yes No

Dispensed Medications:

Time	Drug & Dose *Dispensable & Quantity*	Volume	Route	Rate	Infused Over	Site	Delivery	Staff
01/18 11:34	Zofran 8 mg *Zofran 2 mg/mL intravenous solution (4 mL)*		IVP			right hand		mlt1
11:40	Follow up: Response: Medication effective for treatment							das
11:34	morphine 10 mg *morphine 10 mg/mL injection syringe (1 mL)*		IVP			right hand		mlt1
11:40	Follow up: Response: Pain is decreased							das
13:37	HYDROmorphone 1 mg *hydromorphone 2 mg/mL injection solution (0.5 mL)*		IVP			right hand		mlt1

New Medications:

Prescription	Custom Text	Continue
(Nothing entered)		

Additional Medication: _____

Additional Medication: _____

Name: Francisco Cedeno
Age: 37 yrs DOB [redacted]
Arr. Date: 01/18/2016 Arr. Time: 11:13
Account#: H02630200 MRN: D328633
Sex: Male
Bed 21
Private MD:
Height: 5ft. 10in. Weight: 77.11Kg

Beaufort Memorial HOSPITAL

Anesthesia Pre and Post Op Orders v1

Diagnosis:_____
Allergies: Update Allergies w Reactions: NKA

Anesthesia Pre-Op Orders

☑ IV Access Peripheral _____
☒ Start all IV's with Lidocaine 1% skin wheal and perform FS blood sugar on all diabetics
IV Fluids ☐ LR ☐ NS Amount: 1000 Rate: 100
☐ Hetastarch 6% ☐ Preload with LR 1000 ml's IV ☐ Other IV Fluids:_____ Amount:_____ Rate:_____

Pre-op Medications
☐ Hold beta blocker for possible anticipated blood pressure and heart rate responses to anesthetic.
☑ famotidine (Pepcid) 20 mg IV ☐ glycopyrrolate (Robinul) 0.2 mg IV ☐ Alka Seltzer Gold 2 tablets PO in 20 mls water
☐ Ondansetron (Zofran) __mg IV ☐ metoclopramide (Reglan) 10 mg IV ☐ midazolam (Versed) ___mg IV

Laboratory
☐ CBC W/Auto Diff – Stat ☐ Prothrombin Time – PT/INR – Stat ☐ Partial Thromboplast Time–PTT–Stat ☐ Type & Screen
☐ Metabolic Panel (Basic) ☐ Glucose (Fasting) ☐ Potassium ☐ Crossmatch ___Units ☐ Calcium (Total)
☐ Urine Pregnancy Test – Stat – any female between menarche and menopause unless they have had a hysterectomy

Radiology ☐ Chest Portable – Reason for exam:_____
Cardiology ☐ Electrocardiogram – Reason for exam:_____
Respiratory ☐ O2 Oxygen Via Nasal Cannula ___lpm ☐ ABG – Blood Gas Arterial
RT Periop Nebulizer Treatment ☐ Albuterol ☐ Racemic Epinephrine ☐ Xylocaine 2%

Other Orders: _____

Physician Signature: [signature] Date: 1/20/2016 Time: 1410
noted DPhoward RN 1-20-16

Anesthesia Post Op Orders

Pain Medication (Adult)
☐ Acetaminophen 1 gm IV over 15 minutes
☐ oxyCODONE – acetaminophen 5 mg–325 mg tab (Percocet 5) 1 tablet PO PRN pain x 1 dose, may repeat x 1 if pain persist
☐ ketorolac (Toradol) intravenously _____mg per physician
☐ morphine ____mg IV PRN pain every ____minutes up to a maximum of ____mg
☐ fentaNYL (Sublimaze) ____mcg IV PRN pain every ____minutes up to a maximum of ____mcg
☒ HYDROmorphone (Dilaudid) 0.5 mg IV PRN pain every 10 minutes up to a maximum of 2 mg for VAS pain ≥5/10

Antiemetic Medication (Adult)
☐ ondansetron (Zofran) 4 mg IV PRN nausea/vomiting – May repeat one dose in 20 minutes if nausea remains unresolved
☐ droperidol (Inaspine) 0.625 mg IV PRN nausea/vomiting – May repeat one dose in 20 minutes if nausea remains unresolved

Hypertension Medication (Adult)
☐ labetalol (Normodyne, Trandate) ____mg IV for SBP>180 or DBP>90 – May repeat dose every 15 minutes up to a total of 20 mg
HOLD FOR HR LESS THAN 60
☐ hydrALAZINE (Apresoline)___ mg IV for SBP>180 or DBP>90 – May repeat dose once in 15 minutes if hypertension still unresolved

Radiology ☐ Chest Portable – Reason for exam:_____

Respiratory O2 Oxygen
☐ Nasal Cannula ___lpm ☐ Blow by 98% ☐ Non Rebreather ☐ Face Tent ☐ BIPAP Respiratory ☐ CPAP Respiratory

Additional Orders – All orders to be discontinued when patient is discharged from PACU/SDS/OB Recovery

☐ Discontinue all orders – OB patient's recovery period is complete
Postpartum Recovering Nurse's Signature:_____ Date:_____ Time:_____
☐ _____
☐ _____

Physician Signature: [signature] Date: 1/20/2016 Time: 1410

SCANNED By 1/20/16 1728

H02630200
CEDENO, FRANCISCO
MR#: D328633 Sex: M Age: 037
Patient DOB: [redacted]

ORDAPREOO (Rev. 10/2012) Ramirez -APMAR, Deanna MD 01/18/2016

Beaufort Memorial Hospital
955 Ribaut Road
Beaufort, SC 29902

Admission Order Medication Profile

Page: 1
Date: 01/19/16 05:50
User: O'Sullivan,Kaitlin E

Patient: CEDENO,FRANCISCO
Location: 4TK
Physician: Deanna Mansker MD
Diagnosis: MULTIPLE RIB FRACTURES
Allergy/AdvReac: No Known Allergies

Room: 405-1
Admit Date: 01/18/16

Acct: H02630200
MRN: D328633
DOB: 07/24/1978

Sex: 37 M
Ht: 5 ft 10 in
Wt: 86.70 kg

Home Medications

Drug	Last Taken	Last Dose	Continue/Discontinue/Hold
1 [No Reported Home Medications]	Unknown		☐ Continue ☐ Discontinue ☐ Hold
0 ea MISC ASDIR			

Physician Signature: _____ Date/Time _____

Nurse Signature: _____ Date/Time _____

Beaufort Memorial HOSPITAL

Date: 01/18/16
Acct Num: H02630200
Med Rec Num: D328633
Name: FRANCISCO CEDENO
Location: 4TH Floor (Surgical)
Primary Provider: Mansker,Deanna MD

Hoja de acuse de recibo de las instrucciones para el paciente

Nombre del paciente: FRANCISCO CEDENO

Nombre del tutor:

El paciente, o el tutor, o ambos, arriba nombrados, han recibido las siguientes instrucciones:

How to Take Care of Your Cast, DI for Open Reduction Internal Fixation Surgery

en esta fecha: 01/21/16 - 15:10

I have received a copy of my home medications list. I understand by signing this document I verify that I, or my caregiver, have reviewed this list with my nurse and have been educated on any changes. I understand it is recommended to carry an updated list at all times for emergencies and medical appointments. It is important to keep prescriptions up to date including changes in dose, stop meds, and new meds. My home medication list is available in my electronic medical record and may be obtained by calling Beaufort Memorial Hospital H.I.S at 843-522-5137. Smoking remains the #1 cause of preventable diseases and deaths in the USA. If you smoke, please make the decision to quit. Quitting can lead to a healthier, longer life and improved breathing. All BMH patients receive a smoking cessation resource card with the admission packet during registration. The resource card contains valuable information for help with quitting.

He leído las instrucciones que me dieron mis proveedores de atención, y las entiendo.

FRANCISCO CEDENO
Nombre del paciente (en letra de imprenta)

Francisco Cedeño R 01-21-16
Firma del paciente (o del tutor) Fecha

[illegible] RN 1/21/16 1530
Firma del proveedor de atención/enfermera titulada/médico Fecha

Beaufort Memorial Hospital

Department of Anesthesiology

ANESTHETIC CARE RECORD

MR Number: D328633
Patient Name: CEDENO, FRANCISCO
Acct#: H02630200
DOB: [redacted] Age: 37 yrs - Male
WT: 86.7 kg ASA: 1 OR: BMH-OR4

DOS: 01/20/2016 Original (01/20/2016 17:10)

Diagnosis(es): PX LT WRIST
Procedure(s): Orif wrist/distal radius [CRIFW]
See Surgeon's note in the medical record for additional information.

Surgeon(s): STODDARD, LELAND;

Time Tracking:				Blanks:		
Anes Start:	14:38	Anes Finish:	15:49	Time In	Time Out	Person
Pt In Room:	14:25	Pt Out Of Rm:	15:43			
Inc / Proc Start:	15:00	Proc Stop:	15:37			
Total Anes Time:	1 hrs 11 min	Total OR Time:	1 hrs 20 min			

Preoperative Systems Check:
Essential and Supplemental Checks Performed

Intraoperative Management:

Anesthetic Techniques:
General Anesthesia (Adequate Preoxygenation; IV Induction; Smooth Induction);

Special Techniques:
None

Airway Management:
moderate mask; LMA(4);

Routine Monitoring:
O2 analyzer; pulse oximeter; capnometer; NIBP: R Arm; ECG; ST analysis;

Monitoring Comments:

Invasive Monitoring & IV Access:
No invasive monitoring performed.
IV Access: Right Hand (18 gauge);

Other Monitoring:
None

Special Equipment:
None

Other Management:
Position: supine position;
Arms: left arm board; right arm board; all pressure points padded;
Eye Care: taped;
Thermal Care: routine body warming;
Other: N/A

Medication Therapy:				Fluids In:		Fluids Out:	
acetaminophen	1000 mg IV	cefazolin	Conc IV	Lactated Ringers	750 ml	Estimated Blood Loss	
fentanyl	50 mcg IV	midazolam	2 mg IV			Urine Output	
						Urine Output Not Measured	

Medication Administration Detail:

Time	Medication	Dose	Route	Comments
01/20/2016 14:15	fentanyl	25 mcg	IV	
01/20/2016 14:15	midazolam	1 mg	IV	
01/20/2016 14:30	fentanyl	25 mcg	IV	
01/20/2016 14:30	midazolam	1 mg	IV	
01/20/2016 15:05	acetaminophen	1000 mg	IV	

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SCIP Data:

Notification Responses:
N/A

Antibiotic Administration Detail:

Time	Antibiotic	Dose	Route	Comments
01/20/2016 14:16	cefazolin	1 gm	IV	

Timed Events / Comments:

Event Time	Event Comment
01/20/2016 14:25	MDA PRESENT IN OR
01/20/2016 14:55	TOURNIQUET UP 275MMHG01/20/2016 14:58 -
01/20/2016 15:25	01/20/2016 15:29 - TOURNIQUET DOWN TTT = 31 MIN

Case Comments:

PTS CHARTS REVIEWED ASA CONFIRMED WITH MDA PT RE-EVAULATED PRIOR TO INDUCTIONMDA PRESENT PRO2 PER MASK INDUCTION SMOOTH LMA# 4 PLACED ENCO2 PRESENT - (Humbracht, Greg)

TIMEOUT DONE BY CIRCULATOR PRIOR TO INCISION WITH ALL IN ROOM PARTICIPATING - (Humbracht, Greg)

Attending Immediate Pre-Operative Note:
See Medical Record

Attending Intraoperative Note:
I reviewed patient prior to induction. I was present for induction and available for all aspects of the case. I was present or immediately available for emergence. - (Spearman, William)

Postoperative Note / Future Recommendations:
Stable in PACU.

Attending Signatures:

Electronically signed by: Spearman, William - 8435217219
(01/20/2016 14:18 - 01/20/2016 15:49)

Immediate Post Anesthetic Note:
The patient's emergence was smooth. He was taken to the PACU. He was transported awake. His condition was stable. Patient was breathing spontaneously during transport via mask. He was received oxygen via mask or nasal canula in the PACU. He had a patent airway with adequate respiration. He was able to move extremities. He had no complaints. The following PACU vital signs were taken: HR = 66 BP = 146 / 88 Sat = 100% RR = 10 Temp = 37.2°. Report Given.

Resident/Fellow/CRNA/SRNA Signatures:

Electronically signed by: Humbracht, Greg - CRNA -
(01/20/2016 14:18 - 01/20/2016 15:15)

Electronically signed by: Crowther, Cindy - CRNA -
(01/20/2016 15:15 - 01/20/2016 15:49)

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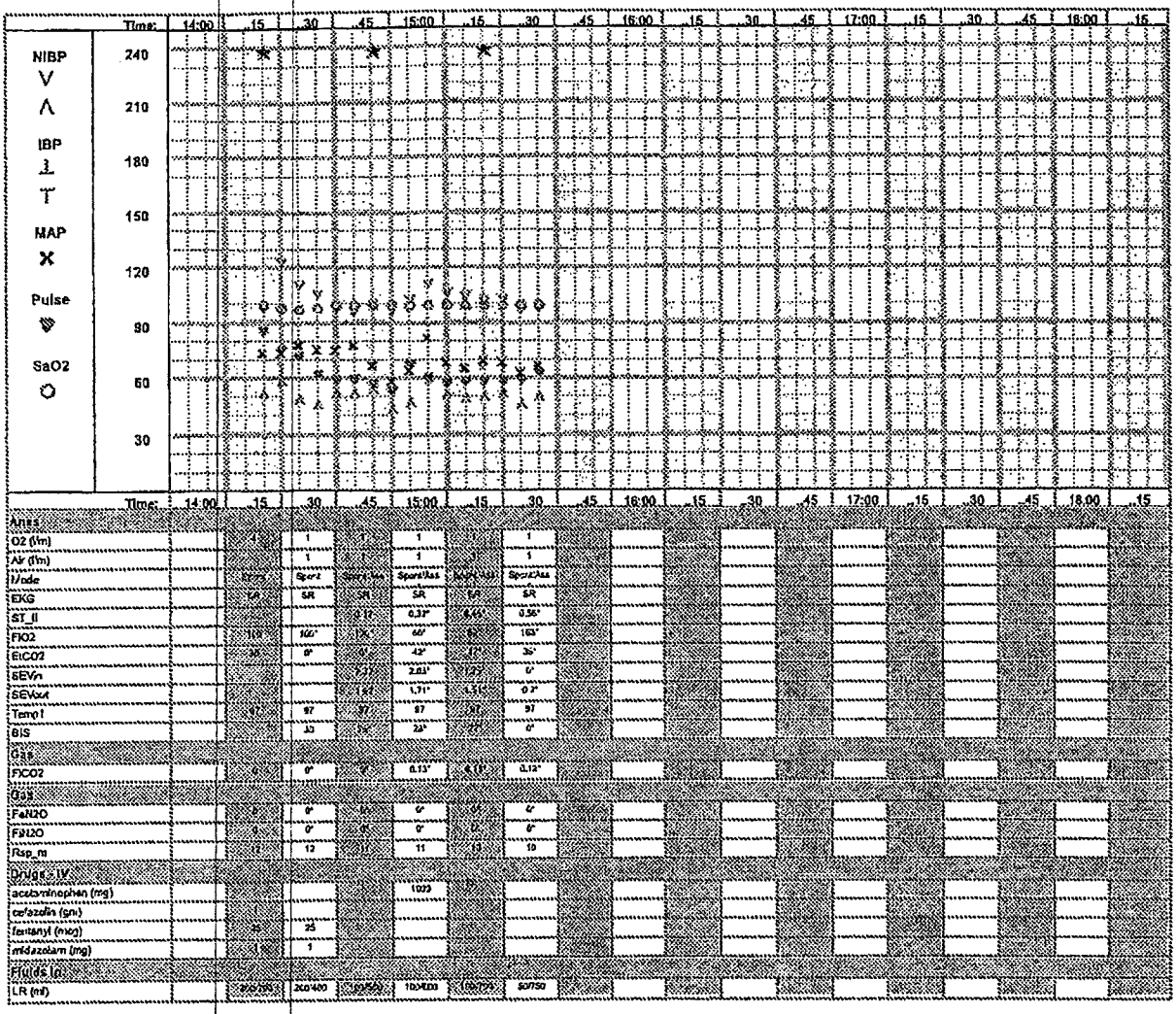

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Ramirez -APA-70

Additional Non-Grid Vital Signs Documented:

Time	Group	Vital Name	Value
01/20/2016 14:25	Gas	EtCO2	30
01/20/2016 14:25	Gas	FeN2O	0
01/20/2016 14:25	Gas	FiCO2	0
01/20/2016 14:25	Gas	FiN2O	0
01/20/2016 14:25	Gas	FiO2	100
01/20/2016 14:35	Gas	EtCO2	0
01/20/2016 14:35	Gas	FeN2O	0
01/20/2016 14:35	Gas	FiCO2	0
01/20/2016 14:35	Gas	FiN2O	0
01/20/2016 14:35	Gas	FiO2	100
01/20/2016 14:40	Gas	EtCO2	0
01/20/2016 14:40	Gas	FeN2O	0
01/20/2016 14:40	Gas	FiCO2	0
01/20/2016 14:40	Gas	FiN2O	0
01/20/2016 14:40	Gas	FiO2	99
01/20/2016 14:50	Gas	EtCO2	0
01/20/2016 14:50	Gas	FeN2O	0
01/20/2016 14:50	Gas	FiCO2	0
01/20/2016 14:50	Gas	FiN2O	0
01/20/2016 14:50	Gas	FiO2	100
01/20/2016 14:55	Anes	SEVin	2.32
01/20/2016 14:55	Anes	SEVout	1.62
01/20/2016 14:55	Gas	EtCO2	52
01/20/2016 14:55	Gas	FeN2O	0
01/20/2016 14:55	Gas	FiCO2	0
01/20/2016 14:55	Gas	FiN2O	0
01/20/2016 14:55	Gas	FiO2	62
01/20/2016 14:55	Vital	BIS	29
01/20/2016 14:55	Vital	ST_II	0.32
01/20/2016 15:05	Anes	SEVin	2.03
01/20/2016 15:05	Anes	SEVout	1.71
01/20/2016 15:05	Gas	EtCO2	42
01/20/2016 15:05	Gas	FeN2O	0
01/20/2016 15:05	Gas	FiCO2	0.13
01/20/2016 15:05	Gas	FiN2O	0
01/20/2016 15:05	Gas	FiO2	60
01/20/2016 15:05	Vital	BIS	29
01/20/2016 15:05	Vital	ST_II	0.48
01/20/2016 15:10	Anes	SEVin	2.25
01/20/2016 15:10	Anes	SEVout	1.71
01/20/2016 15:10	Gas	EtCO2	47

Time	Group	Vital Name	Value
01/20/2016 15:10	Gas	FeN2O	0
01/20/2016 15:10	Gas	FiCO2	0.15
01/20/2016 15:10	Gas	FiN2O	0
01/20/2016 15:10	Gas	FiO2	62
01/20/2016 15:10	Vital	BIS	28
01/20/2016 15:10	Vital	ST_II	0.48
01/20/2016 15:20	Anes	SEVin	2.31
01/20/2016 15:20	Anes	SEVout	1.76
01/20/2016 15:20	Gas	EtCO2	49
01/20/2016 15:20	Gas	FeN2O	0
01/20/2016 15:20	Gas	FiCO2	0.13
01/20/2016 15:20	Gas	FiN2O	0
01/20/2016 15:20	Gas	FiO2	62
01/20/2016 15:20	Vital	BIS	29
01/20/2016 15:20	Vital	ST_II	0.48
01/20/2016 15:25	Anes	SEVin	1.79
01/20/2016 15:25	Anes	SEVout	1.51
01/20/2016 15:25	Gas	EtCO2	47
01/20/2016 15:25	Gas	FeN2O	0
01/20/2016 15:25	Gas	FiCO2	0.15
01/20/2016 15:25	Gas	FiN2O	0
01/20/2016 15:25	Gas	FiO2	62
01/20/2016 15:25	Vital	BIS	32
01/20/2016 15:25	Vital	ST_II	0.56
01/20/2016 15:35	Anes	SEVin	0.58
01/20/2016 15:35	Anes	SEVout	0.72
01/20/2016 15:35	Gas	EtCO2	46
01/20/2016 15:35	Gas	FeN2O	0
01/20/2016 15:35	Gas	FiCO2	0.14
01/20/2016 15:35	Gas	FiN2O	0
01/20/2016 15:35	Gas	FiO2	63
01/20/2016 15:35	Vital	BIS	36
01/20/2016 15:35	Vital	ST_II	0.72
01/20/2016 15:40	Anes	SEVin	0
01/20/2016 15:40	Anes	SEVout	0.2
01/20/2016 15:40	Gas	EtCO2	39
01/20/2016 15:40	Gas	FeN2O	0
01/20/2016 15:40	Gas	FiCO2	0.12
01/20/2016 15:40	Gas	FiN2O	0
01/20/2016 15:40	Gas	FiO2	103
01/20/2016 15:40	Vital	BIS	0

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PREANESTHETIC ASSESSMENT

Stoddard 1400 Pm HOS

Proposed Procedure: (L) ORIF WRIST | DOS | Age 37 | Vitals: Ht 70 Wt 86.7 (kgs) BMI 27.67 | P 67 R BP 139/92 O2

Diagnosis: (L) wrist Fx 2° to Fall From Roof ☑ Poor Historian / Unable to Comm. ☐ Interpreter # ____ ☐ Ind / Fam Hx of Anes Complications

Previous Surgeries: Ø ☐ PONV

Allergies: No Known Allergies (No Known Allergies) () ☐ None

SYSTEM	WNL	COMMENTS / EXAM
RESPIRATORY ☐ Asthma ☐ Prod Cough ☐ Other ☐ Bronchitis ☐ Chronic Cough ☐ CPAP ☐ TB ☐ SOB ☐ Recent URI ☐ Pneumonia ☐ COPD/Emph ☐ OSA	☐	☒ Current Smoker ☐ Hx of smk Amt 1 Pack/wk per ____ Yrs
CARDIOVASCULAR ☐ Ex Intolerance ☐ HTN ____ Yrs ☐ Hyperlipidemia ☐ DVT ☐ Hx of MI ☐ CAD ☐ Valvular Disease ☐ Unstable Angina ☐ Palpitations ☐ CHF ☐ Murmur ☐ Pacemaker ☐ PVD ☐ Gout ☐ AICD	☐	
HEPATIC/GASTROINTESTINAL ☐ Diverticulitis ☐ Cirrhosis ☐ Other ☐ Hepatitis ☐ Jaundice ☐ Morb Obesity ☐ Hernia ☐ Reflux Ds ☐ Crohns ☐ N/V ☐ Ulcers Ds ☐ IBS	☐	☒ ETOH Occ ☐ Illicit Drugs ☐ Bowel Prep NPO Since: ____
NEURO/MUSCULOSKELETAL ☐ R Arthritis ☐ Seizures ☐ Other ☐ O Arthritis ☐ Syncope ☐ Lupus ☐ Stroke/TIA ☐ Paralysis ☐ Chr Pain ☐ Dementia ☐ Parkinson's ☐ Back Prob ☐ Headaches ☐ Muscle Wk ☐ Sarcoidosis ☐ Hx/ Head Inj ☐ Neuromsc Ds ☐ Paresthesia	☐	Fell 16 feet off a Roof. 1/18 – Right Rib Fx – Anterior 1st & 2nd, Posterior 3rd, 4th, 5th & 6th, & Lateral 6th & 7th. May have some Left Rib Fx but difficult to feel from Nodes
RENAL/ENDOCRINE ☐ DM ☐ Thyroid Disease ☐ Other ☐ UTI/Recent ☐ Goiter ☐ Renal Stones ☐ Acute Kid Fail ☐ Chronic Kid Ds ☐ Incont ☐ Prostate Prob ☐ AV–Shunt ☐ MH	☐	☐ Dialysis
OTHER ☐ Anemia ☐ Cancer ☐ Other ☐ Clotting Disorders ☐ Sickle Cell D. ☐ Pregnancy ☐ Hemophilia ☐ Sickle Cell T. ☐ HO Hearing ☐ PE ☐ + HIV ☐ Blind ☐ Prev Transfusion ☐ STD's ☐ MRSA ☐ Implanted Dev ☐ Jehovah Wit ☐ VRE ☐ Port–A–Cath ☐ Develop Del ☐ Hx of prematurity ☐ Snores ☐ Recent steroids ☐ Mental Impairement ☐ Apnic Spells	☐	☒ Airway Class 1-2 ☐ Glasses or Contacts: ____ ☐ Hx of difficult airway ☐ TMJ Click ☐ Decreased CROM ☐ Edentulous Small Mouth ☐ Decrease M to H distance Poor Dentition ☐ Chipped ☐ Loose ☐ Crown ☐ Bridge ☐ Dentures ☐ Upper ☐ Lower ☐ Partial

DIAGNOSTIC STUDIES

☒ EKG 1/19/16 SB: Rate=54 NSSTTWA'

☒ Chest X-Ray 1/19/16 No Pneumothorax Fluid in (R) Minor Fissure

☐ ECHO

☐ Stress Test

☐ Cath

LABORATORY STUDIES

HGB	13.4	01/19/16
HCT	40.6	01/19/16
PLT	138	01/19/16
WBC	9.3	1/19/16
Na	136	01/19/16
K+	3.9	01/19/16
CL	102	01/19/16
CO2	26	01/19/16
CRE	0.69	01/19/16
BUN	13	01/19/1
GLU	112	01/19/16

Preg test ☐ pos ☐ neg

☐ Urinalysis

☐ UA CX

PTT	21.8	01/19/16
PT	13.1	01/18/16
INR	1.02	01/18/16
OTH		

Anesthesia Provider: [signature] Date: 1/19/16 Time: 1340 Comments: Clear Reviewed

Pre anesthesia assessments Includes review of above medical information.

ANESTHESIA EVALUATION / PRE–OP COMMENTS

Mental Status: ☒ Awake ☐ Asleep ☐ Calm ☐ Confused ☐ Apprehensive ☐ Uncooperative ☐ Unresponsive

ANESTHESIA PLAN, RISKS, BENEFITS, & ALTERNATIVE DISCUSSED AND ACCEPTED BY ☒ PATIENT ☐ FAMILY ☐ REDISCUSSED ____

☐ GETA ☒ GA/LMA ☐ GA/LOC ☐ MAC ☐ SAB ☐ EPIDURAL ☐ TLC ☐ A–LINE ☒ POST–OP PAIN BLOCK ☐ BLOCK ____

ASA PS 1 2 3 4 5 E

CRNA/MDA [signature] DATE 1/20/2016 TIME 1410

[signature]

☑ Concurrent Anes Assessment Evaluation

H02630200
CEDENO,FRANCISCO
MR#: D328633 Sex: M Age: 37
Patient DOB: [redacted]

PREASSESS (Rev. 04/2011) Ramirez APA-72 DMANSKER

Current Medications

1 [No Reported Home

1/20/2016
1405

☐ **ANESTHESIA**
☐ **POST-OP PREGIONAL PAIN CONTROL**

☐ BLOCK FOR POST-OP PAIN RELIEF PER SURGEON AND PT REQUEST

☐ FEMORAL
☐ INTERSCALENE
☐ POPLITEAL
☐ TIMEOUT
☐ SITE PREPPED
☐ PT POSITION_____
☐ SKIN WHEAL W/LOCAL
☐ ATTEMPTS X_____
☐ ULTRASOUND
☐ NEEDLE_____
☐ DRUGS _____
☐ ADDITIONAL REMARKS_____
☐ DISCONTINUOUS TIME: START _____ STOP_____

☐ EPIDURAL _____
☐ AXILLARY
☐ OTHER_____
☐ L ☐ R

☐ STIMULATOR

POST ANESTHESIA EVALUATION:

RESPIRATORY FUNCTION: ☐ RATE, SAT 02 ADEQUATE OR _____
CARDIOVASCULAR FUNCTION: ☐ HR, BP STABLE OR_____
MENTAL STATUS: ☐ BASELINE OR_____
TEMPERATURE: ☐ WITHIN NORMAL LIMITS OR_____
PAIN CONTROL: ☐ ADEQUATE OR_____
POST OP HYDRATION: ☐ ADEQUATE OR _____
NAUSEA/VOMITING:_____

DATE/TIME:_____ **MD/CRNA SIGNATURE:**_____

H02630200
CEDENO,FRAN, ISCO
MR#: D328633 Sex: M Age: 37
Patient DOB: [redacted]

ANESHOMEMED (Created 08/2011) DMANSKER 01/18/16

Ramirez -APA-73

[redacted] Beaufort Memorial HOSPITAL

Case Record #: 59148

Printed: 02/08/2016 12:46:07

Account #: H02630200 MRN: D328633
Name: CEDENO, FRANCISCO
DOB: [redacted] Gender: M Age: 37
Surg Date: 01/20/2016 OR #: OPERATING ROOM 4

Surgeon(s): STODDARD, LELAND , MD Procedure(s): ORIF WRIST LEFT
Assistant(s):

Anesthesiologist(s): SPEARMAN, WILLIAM , MDA

OPERATING ROOM RECORD

CASE TIMES

Patient In Room: 14:23 *Anesthesia Start:* 14:23 *Surgeon In Room:* 14:45 *Proc Start Time:* 15:00

Transports According to Individual Needs (I 118): Y *Time Out for Procedure Verification:* 14:59

Transport to OR Via: Stretcher *Neutral Zone Established:* Y *TAT:* To Follow Case Same

Patient Level of Consciousness: Awake
Oriented X 3

Case Cancelled: N *Cancel Reason:*

Procedure #2: N/A *Procedure #3:* N/A

Procedure #2 Start Time: *Procedure #3 Start Time:*

Procedure #2 End Time: *Procedure #3 End Time:* *Time Family Notified:* ATTEMPTED @ 1504

Preop Diagnosis: LEFT WRIST FRACTURE

STAFF

Staff	*Role*	*Time In*	*Time Out*	*CRNA*	*CRNA Role*
Utsey,Lanie R.	Circulating Nurse			Humbracht,Gregory P.	CRNA
Carpenter,Kentura S.	Scrub Technician			CROWTHER, CINDY S., CRNA	CRNA Relief
ROGERS,LYNN H.,RN, CNOR	Relief Circulator	14:50			
Mcleod,Walker W.	Second Relief Scrub Technician	15:00			

Observer / Other
DAVE EDMUNDS, BIOMET REP

Anesthesia Type
General Laryngeal Mask Airway

Xray: Y *Xray Type* Fluoro Ortho *Xray Operator* C. WENRICH *Contrast Medium* Not Applicable

Non-Physician Asst *Time In* *Time Out*
LIKA SCHROCK

Cell Saver: N/A *Operator* *Spinal Cord Monitor:* N/A *Operator*

COUNTS

Performs Required Counts (193): Y

Initial Count	*RN*	*Scrub*	*Sponges*	*Sharps*	*Instruments*
	Utsey,Lanie R.	Carpenter,Kentura S.	Y	Y	N/A

Count Type	*Sponges*	*Sharps*	*Instruments*	*RN*	*Scrub*
FINAL COUNT	CORRECT	CORRECT	Non Applicable	ROGERS,LYNN H.,RN, CNOR	Mcleod,Walker W.

Surgeon Notified of Counts: Y *Closing Count Begun:* Y

If Counts Incorrect, Xray Taken: *XRay Results:* *XRay Read By:*

POSITIONING DEVICES

Positions the Patient (196): Y *Applies Safety Devices (111):* Y

Beaufort Memorial HOSPITAL

Case Record #: 59148

Printed: 02/08/2016 12:46:07

Account #:	H02630200 MRN: D328633
Name:	CEDENO, FRANCISCO
DOB:	[redacted] Gender: M Age: 37
Surg Date:	01/20/2016 OR #: OPERATING ROOM 4

Surgeon(s): STODDARD, LELAND , MD Procedure(s): ORIF WRIST LEFT
Assistant(s):

Anesthesiologist(s): SPEARMAN, WILLIAM , MDA

Surgical Table: Regular Table
Patient Position: Supine

Positioning Aids	*Site*	*Lat*	*Comments*	*Other*
Padded Arm Board	Arm	Right		
Egg Crate	Arm	Right		
Safety Strap	Arm	Right		
Hand Table	Arm	Left		
Safety Strap	Thigh	Bilateral		
Pillow	Knee	Bilateral	UNDERNEATH	
Egg Crate	Heels	Bilateral		

TEDS: N/A
TEDS Type:
Sequential Pump: Y
Sequential Pump:

SKIN PREP

Performs Skin Preparations (194): Y *Classifies Surgical Wound (122):* Y *Wound Class:* Clean

Skin Prep	*Site*	*Laterality*	*Prepped By*
Duraprep	HAND	Left	
Duraprep	Arm	Left	

Hair Removed: N/A *Method* *Site* *Laterality* *Hair Removed By*

Implements Aseptic Technique (170): Y

CATHETER / DRAINS

Urinary Catheters: N/A *Urinary Catheter* *Size/French* *Balloon cc* *Catheter Status* *Inserted By*

Drains: N/A *Type* *Size* *Drain Site* *Laterality*

ELECTRICAL SURGICAL DEVICES

Implements Protective Measures to Prevent Injury Due to Electrical Sources (172): Y

Electrical Surgical Unit	*Pad Site*	*Cut*	*Coagulation*	*Bipolar Current*
FORCE FX C 11830	Right Lat Thigh			0

Additional Electrosurgical Equipment Used: N/A *ESU* *Pad Site* *Setting*

Tourniquet Used:	*Unit Used*	*Site*	*Placed By*	*mmgHg*	*Time Up*	*Time Down*
Y	STRYKER (277237)	Left Arm		250.00	14:58	

IRRIGATIONS AND MEDICATIONS

Irrigations:	*Solutions*	*Additives*	*Quantity Used*
Y	NORMAL SALINE 1000ML BOTTLE	NOT APPLICABLE	1

Hysteroscopy Irrigation In:
Hysteroscopy Irrigation Deficit:
Other Additives:
Administers Prescribed Medications and Solutions (18): Y

Beaufort Memorial HOSPITAL

Case Record #: 59148

Printed: 02/08/2016 12:46:07

Account #:	H02630200	MRN:	D328633
Name:	CEDENO, FRANCISCO		
DOB:	[redacted]	Gender:	M Age: 37
Surg Date:	01/20/2016	OR #:	OPERATING ROOM 4

Surgeon(s): STODDARD, LELAND , MD Procedure(s): ORIF WRIST LEFT
Assistant(s):

Anesthesiologist(s): SPEARMAN, WILLIAM , MDA

Medications	*Comments*	*Other Meds:*
Bupivacaine MPF 0.5%/10ml SDV	20 ML TO FIELD- 7ML INJECTED	

PATHOLOGY SPECIMENS

Manages Specimen Handling and Disposition (I84): N/A *Chain of Custody Initiated:* N/A

Collection Time *Specimen* *Disposition of Specimen* *Fresh Frozen*

Microbiology: N/A *Collection Time* *Type* *Site*

FLASH STERILIZATION RECORD

Autoclave: N/A *Autoclave Contents* *Autoclave ID* *Load Number* *Cycle*

Steris: N/A *Steris Contents* *Serial Number* *Load Number*

DRESSINGS / CASTS / PACKS / SUMMARY

Dressing: Y *Dressing Applications*
Xeroform 1x8
4X4 Sponges
Cast Padding/Soft Roll 4 Inch
Fiberglass Cast 3 Inch
Sling Medium Arm

Packing: N/A *Packing Type*

Postop Diagnosis: SAME AS PRE-OP

Proc Start Time:	15:00	*Proc End Time:*	15:32	*CASE SUMMARY*
Surgeon In Room:	14:45	*Surgeon Out Room:*	15:35	*Airway:* Normal Airway
Patient in Room:	14:23	*Patient Out of Room:*	15:43	*Level of Consciousness:* Arousable
Anesthesia Start:	14:23	*Anesthesia End:*	15:43	*Estimated Blood Loss:* NONE

Report Given To: DEEMS, TOM
Transferred To: PACU *Other:*
Transferred By: Stretcher *Other:*

PNDS

Evaluates for signs and symptoms of physical injury to skin and tissue (I152): Y
Evaluates for signs and symptoms of skin and tissure injury as a result of transfer to transport (I42): Y
Evaluates for signs and symptoms of injury as a result of positioning (I38): Y
Administers care to wound sites (I4): Y
Administers care to invasive device site (I3): N/A
Maintains patient confidentiality (I151): Y

IMPLANT / EXPLANT

Beaufort Memorial HOSPITAL

Case Record #: 59148

Printed: 02/08/2016 12:46:07

Account #: H02630200 MRN: D328633
Name: CEDENO, FRANCISCO
DOB: [redacted] Gender: M Age: 37
Surg Date: 01/20/2016 OR #: OPERATING ROOM 4

Surgeon(s): STODDARD, LELAND , MD
Assistant(s):
Procedure(s): ORIF WRIST LEFT

Anesthesiologist(s): SPEARMAN, WILLIAM , MDA

Item Description	Mfg	Catalog / Model/Serial#	Lot #	Expiration Date
SCREW LOCKIN 2.7x20m 131227120	BIOMET TR			
SCREW LOCKIN 2.7x22m 131227122	BIOMET TR			
SCREW LOCKIN 2.7x16 131227116	BIOMET TR			
SCREW LOCKIN 2.7x24 131227124	BIOMET TR			
SCREW N/LOCK 2.7X20 131227220	BIOMET TR			
SCREW L/P NON-LOCK 131227218	BIOMET TR			
PLATE L-DVR NARROW 131821050	BIOMET TR			

UNIVERSAL PROTOCOL

Patient Verification Confirmed By: Patient *Other:*
Latex Allery: *Verifies Allergies:* Y

Two Pt. Identities Checked: Y
Verifies Operative Procedure, Surgical Site, and Laterality (I143): Y
Verifies Consent for Planned Procedure (I124): Y
Assesses Readiness to Learn (I136): Y
Explains Expected Sequence of Events (I56): Y
Ensures Continuity of Care (I27): Y
Implements Measures to Provide Psychological Support (I147): Y
Verifies Presence of Prosthetics or Corrective Devices (I127): Y
Identifies and Reports Philosophical, Cultural, and Spiritual Beliefs and Values (I57): Y
Implements Protective Measures prior to Operative or Invasive Procedure (I138): Y

OPERATING ROOM COMMENTS

Additional Comments: PATIENT VERIFIES ID, PROCEDURE, AND OPERATIVE SITE; SITE MARKED BY DR. STODDARD; NPO; DENIES ALLERGIES. PATIENT POSITION APPROVED BY SURGEON.

EDUCATIONAL RECORD

Preferred Learning Method - Patient: HEARING *Fixed Learning Barriers:*
Preferred Learning Method - Family: HEARING

Education Medications:	Readiness:	Learner:	Method:	Response:	
Skills and Procedures:					
OR SEQUENCE OF EVENTS	READY TO LEARN	PATIENT	ONE ON ONE	VERBALIZES UNDERSTANDING	INTERESTED IN RECEI
Safety:					
TRANSFER TO AND FROM OR SAFETY STRAP	READY TO LEARN	PATIENT	ONE ON ONE	VERBALIZES UNDERSTANDING	INTERESTED IN RECEI
Other:					

[redacted] ID: 0003328633 18-Jan-2016 11:27:20 BEAUFORT MEMORIAL HOSPITAL

[redacted]
Male

Room: 25
Loc: 1

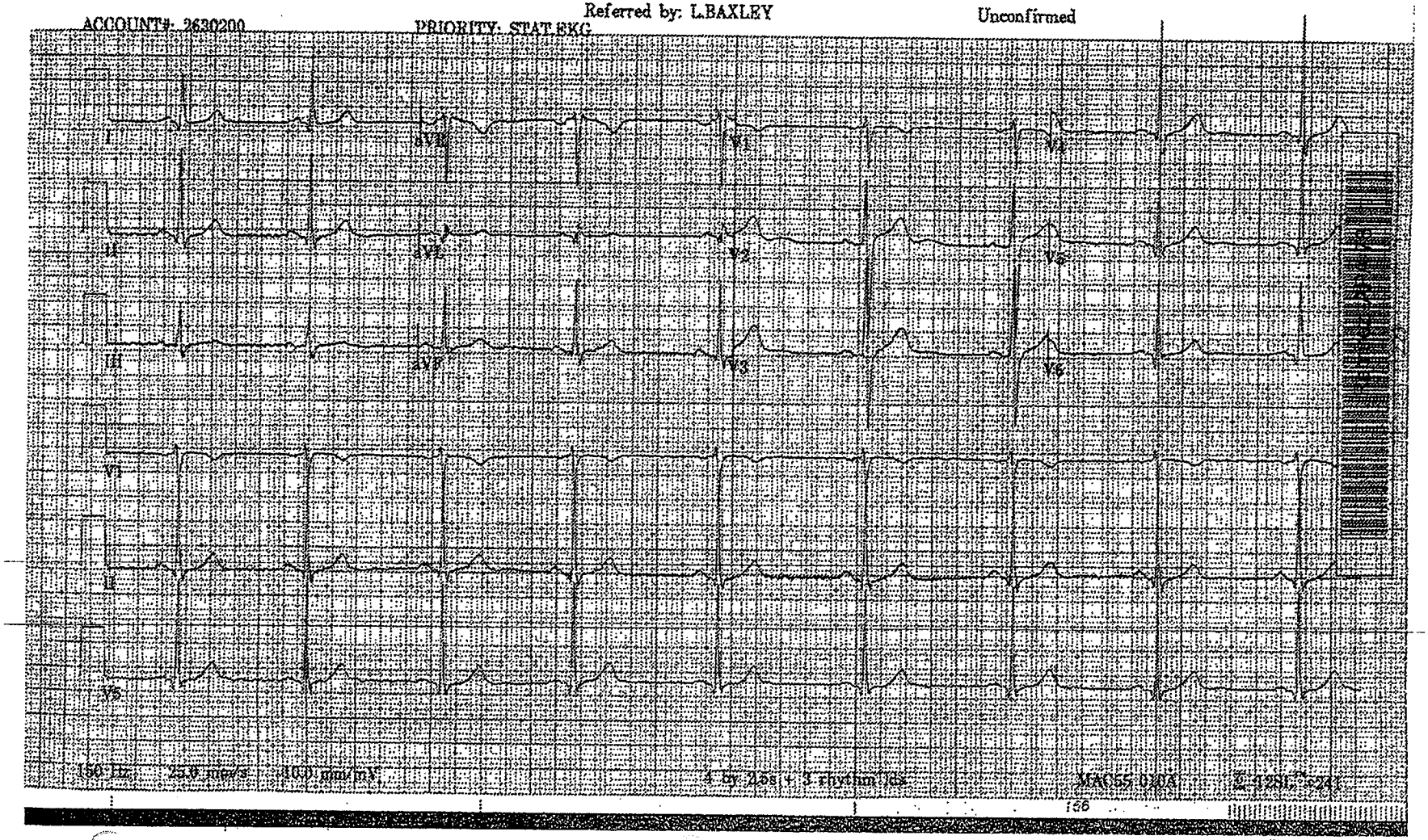
Vent. rate	54	bpm
PR interval	148	ms
QRS duration	108	ms
QT/QTc	438/415	ms
P-R-T axes	51 59	50

Sinus bradycardia
Otherwise normal ECG

[redacted]
Technician: 11
Test ind: FALL INJURY/CP

Referred by: L.BAXLEY

ACCOUNT#: 2630200 PRIORITY: STAT EKG Unconfirmed



Appendix-303

[redacted] ID: 000328633 18-Jan-2016 11:27:20 BEAUFORT MEMORIAL HOSPITAL

[redacted]
Male

Room: 25
Loc: 1

[redacted]

Technician: 11
Test ind: FALL INJURY/CP

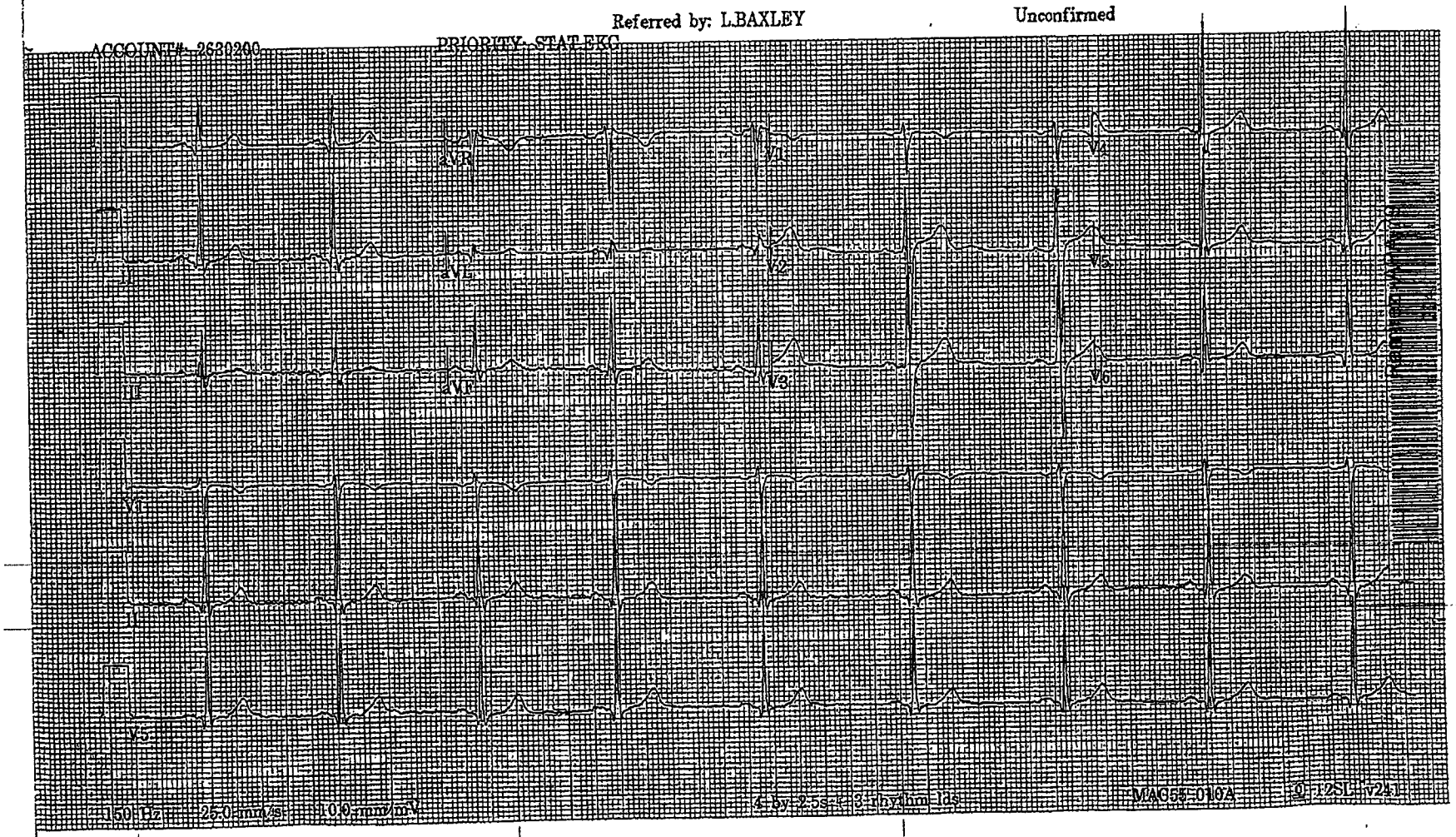
Vent. rate	54 bpm
PR interval	148 ms
QRS duration	108 ms
QT/QTc	438/415 ms
P-R-T axes	51 59 50

Sinus bradycardia
Otherwise normal ECG

Referred by: L.BAXLEY

Unconfirmed

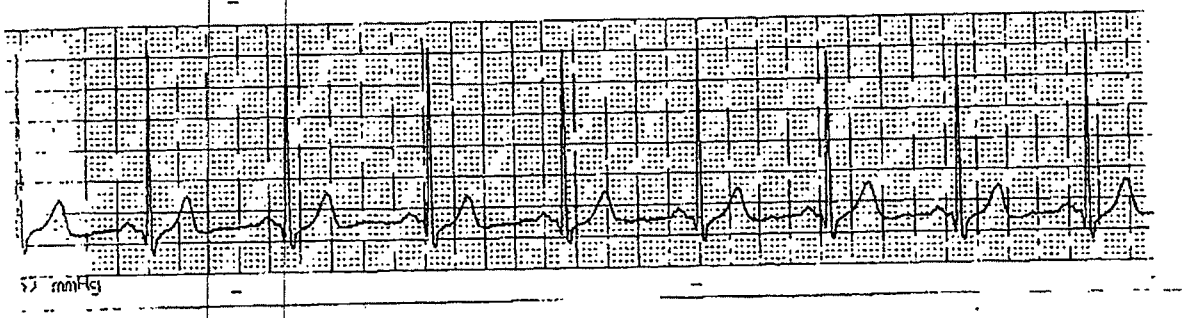
ACCOUNT#: 2630200 PRIORITY: STAT EKG

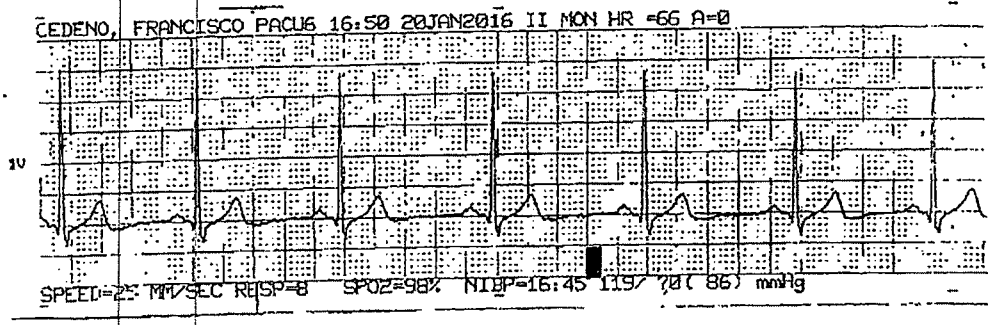


Beaufort Memorial
HOSPITAL

RHYTHM STRIPS

Date: Location:





H02630200
CEDENO, FRANCISCO
MR#: D328633 Sex: M Age: 037
Patient DO[redacted]

RHYSTRIPS (Created MM/YYYY) (Rev. 01/2011) Ramirez -APA-80 Mansker, Deanna MD 01/18/2016

CEDENO, FRANCISCO ID:000328633 18-JAN-2016 11:27:20 BEAUFORT MEMORIAL HOSPITAL-ED ROUTINE RECORD

[redacted]
Male

Room:25
Loc:1

Vent. rate	54	BPM
PR interval	148	ms
QRS duration	108	ms
QT/QTc	438/415	ms
P-R-T axes	51 59	50

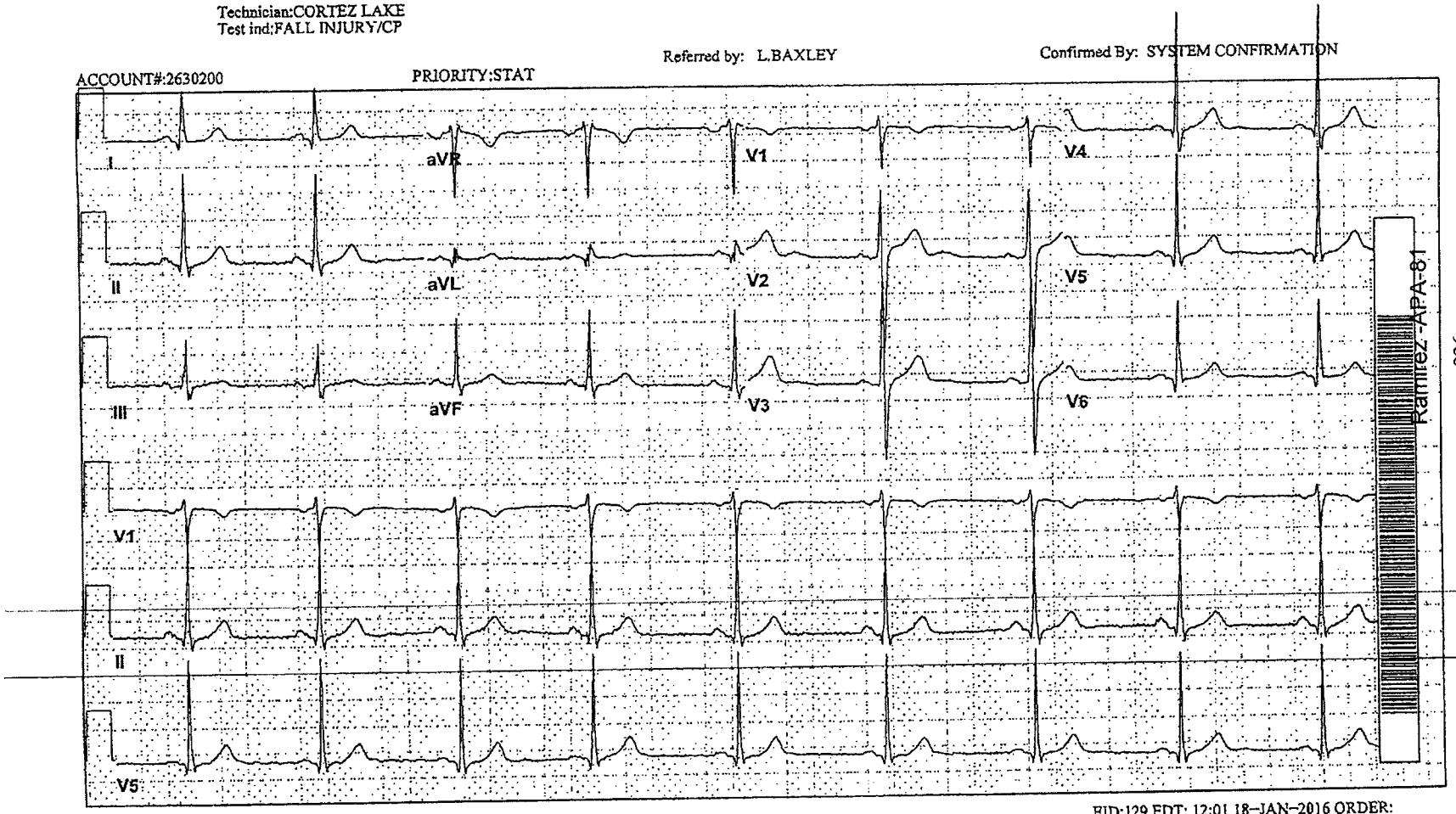
Sinus bradycardia
Otherwise normal ECG
No previous ECGs available
Computer generated interpretation. See ER physician dictation in med record for dicatated interpretation

Technician:CORTEZ LAKE
Test ind:FALL INJURY/CP

Referred by: L.BAXLEY

Confirmed By: SYSTEM CONFIRMATION

ACCOUNT#:2630200 PRIORITY:STAT



226

25mm/s 10mm/mV 150Hz 8.0.1 12SL 241 CID: 2

EID:129 EDT: 12:01 18-JAN-2016 ORDER:

Summary Discharge Report

RUN DATE: 01/22/16
RUN TIME: 0323

BATCH # 857945

USER:
Richard E Cole

RUN DATE: 01/22/16
RUN TIME: 0323

Beaufort Memorial Hosp LAB *Live*
Summary Discharge Report

LOCATION

PATIENT: CEDENO,FRANCISCO | ACCT: H02630200 | LOC: 4TH | U: D328633
AGE/SX: 37/M | ROOM: 413 | REG: 01/18/16
REG DR: Deanna Mansker, MD | STATUS: DIS IN | BED: 1 | DIS: 01/21/16

Test	Day	Date	Time	Result	Reference	Units
=> Myo (POC)	1	JAN 18	1136	> 500.0(a) H	(0.0-170)	ng/mL
=> Trop (POC)	1	JAN 18	1136	< 0.05(b)	(0.0-0.4)	ng/mL
=> CK-MB (POC)	1	JAN 18	1136	6.8(c)	(0.0-8.0)	ng/mL
=> Na+ (POC)	1	JAN 18	1143	137	(136-145)	mmol/L
=> K+ (POC)	1	JAN 18	1143	2.8 L	(3.5-5.3)	mmol/L
=> Cl- (POC)	1	JAN 18	1143	105.0	(98-109)	mmol/L
=> Ca (Ion.) (POC)	1	JAN 18	1143	1.12 L	(1.15-1.33)	mmol/L
=> Glucose (POC)	1	JAN 18	1143	146 H	(70-118)	mg/dL
=> Creat (POC)	1	JAN 18	1143	0.85	(0.50-1.30)	mg/dL
=> Lactate (POC)	1	JAN 18	1143	3.4 H	(0.5-2.2)	mmol/L
=> Hematocrit(POC)	1	JAN 18	1143	46	(31-46)	%
=> Hemoglobin(POC)	1	JAN 18	1143	15.5	(11.0-15.5)	g/dL
=> GLUCOSE	1	JAN 18	1126	153 H	(70-118)	mg/dL
=> GLUCOSE	2	JAN 19	0518	112	(70-118)	mg/dL
=> BUN	1	JAN 18	1126	11	(5-26)	mg/dL
=> BUN	2	JAN 19	0518	13	(5-26)	mg/dL
=> CREAT(S)	1	JAN 18	1126	0.70	(0.50-1.30)	mg/dL
=> CREAT(S)	2	JAN 19	0518	0.69	(0.50-1.30)	mg/dL
=> eGFR*	1	JAN 18	1126	> 90(d)	(>or=90)	mL/min
=> eGFR*	2	JAN 19	0518	> 90(d)	(>or=90)	mL/min
=> SODIUM	1	JAN 18	1126	135 L	(136-145)	mmol/L
=> SODIUM	2	JAN 19	0518	136	(136-145)	mmol/L

NOTES: (a) This Point of Care (POC) assay was performed on a BIOSITE TRIAGE Meter.

(b) Diagnostic cutoff for the BIOSITE Triage AMI is 0.4 ng/mL. Troponin (POC) values >0.05 ng/mL, but <0.4 ng/mL aid in the risk stratification of patients with unstable angina or non-ST segment elevation acute coronary artery syndromes.

This Point of Care (POC) assay is performed on a BIOSITE TRIAGE Meter.

(c) This Point of Care (POC) assay was performed on a BIOSITE TRIAGE Meter.

(d) ****GFR Categories in CKD****

GFR Category	eGFR(mL/min/1.73m2)	Description
G1	>or= 90	Normal or High
G2	60-89	Mildly decreased
G3(a,b)	30-59	Moderately decreased
G4	15-29	Severely decreased
G5	< 15	Kidney failure

This calculation uses IDMS-referenced creatinine to calculate eGFR with the CKD-EPI equation for ages >or= 18.
Reference: Kidney International Supplements (2013)3,5-14

LOCATION

Patient: CEDENO,FRANCISCO H02630200 (Continued)

Test	Day	Date	Time	Result	Reference	Units
=> POTASSIUM	1	JAN 18	1126	2.8 L	(3.5-5.3)	mmol/L
=> POTASSIUM	2	JAN 19	0518	3.9	(3.5-5.3)	mmol/L
=> CHLORIDE	1	JAN 18	1126	102	(98-109)	mmol/L
=> CHLORIDE	2	JAN 19	0518	102	(98-109)	mmol/L
=> CO2	1	JAN 18	1126	24	(21-31)	mmol/L
=> CO2	2	JAN 19	0518	26	(21-31)	mmol/L
=> CALCIUM	1	JAN 18	1126	8.6	(8.5-10.8)	mg/dL
=> CALCIUM	2	JAN 19	0518	9.0	(8.5-10.8)	mg/dL
=> Anion Gap	1	JAN 18	1126	9		
=> Anion Gap	2	JAN 19	0518	8		
=> AST	1	JAN 18	1126	114 H	(10-42)	IU/L
=> ALT	1	JAN 18	1126	115 H	(10-60)	IU/L
=> ALP	1	JAN 18	1126	58	(32-100)	IU/L
=> TOTAL PROTEIN	1	JAN 18	1126	6.8	(6.2-8.1)	g/dL
=> ALBUMIN	1	JAN 18	1126	4.3	(3.4-4.9)	g/dL
=> T.BILIRUBIN	1	JAN 18	1126	0.9	(0.2-1.0)	mg/dL
=> WBC	1	JAN 18	1126	9.8	(3.0-11.6)	K/uL
=> WBC	2	JAN 19	0518	9.3	(3.0-11.6)	K/uL
=> RBC	1	JAN 18	1126	5.05	(3.6-5.9)	M/uL
=> RBC	2	JAN 19	0518	4.59	(3.6-5.9)	M/uL
=> Hgb	1	JAN 18	1126	15.0	(11.0-17.0)	g/dL
=> Hgb	2	JAN 19	0518	13.4	(11.0-17.0)	g/dL
=> Hct	1	JAN 18	1126	44.2	(31.0-51.0)	%
=> Hct	2	JAN 19	0518	40.6	(31.0-51.0)	%
=> MCV	1	JAN 18	1126	87.6	(76-99)	fL
=> MCV	2	JAN 19	0518	88.5	(76-99)	fL
=> MCH	1	JAN 18	1126	29.7	(25-35)	pg
=> MCH	2	JAN 19	0518	29.3	(25-35)	pg
=> MCHC	1	JAN 18	1126	33.9	(33-35)	g/dL
=> MCHC	2	JAN 19	0518	33.1	(33-35)	g/dL
=> RDW	1	JAN 18	1126	13.2	(12.5-18.5)	%
=> RDW	2	JAN 19	0518	13.6	(12.5-18.5)	%
=> PLT	1	JAN 18	1126	210	(130-400)	K/uL
=> PLT	2	JAN 19	0518	138	(130-400)	K/uL
=> MANUAL/AUTO DIF	1	JAN 18	1126	AUTO		
=> MANUAL/AUTO DIF	2	JAN 19	0518	AUTO		
=> NEUTROPHILS	1	JAN 18	1126	50.8	(35.0-80.0)	%
=> NEUTROPHILS	2	JAN 19	0518	68.3	(35.0-80.0)	%
=> LYMPHOCYTES	1	JAN 18	1126	44.0	(12.0-50.0)	%
=> LYMPHOCYTES	2	JAN 19	0518	22.9	(12.0-50.0)	%
=> MONOCYTES	1	JAN 18	1126	3.4	(2.0-13.0)	%
=> MONOCYTES	2	JAN 19	0518	8.1	(2.0-13.0)	%
=> EOSINOPHIL	1	JAN 18	1126	1.2	(0-5.0)	%
=> EOSINOPHIL	2	JAN 19	0518	0.2	(0-5.0)	%
=> BASOPHIL	1	JAN 18	1126	0.6	(0-2.0)	%
=> BASOPHIL	2	JAN 19	0518	0.5	(0-2.0)	%
=> NEUTROPHIL #	1	JAN 18	1126	5.00	(1.05-9.28)	K/uL
=> NEUTROPHIL #	2	JAN 19	0518	6.40	(1.05-9.28)	K/uL
=> LYMPHOCYTE #	1	JAN 18	1126	4.30	(0.36-5.8)	K/uL

Patient: CEDENO,FRANCISCO Age/Sex: 37/M AcctH02630200 UnitD328633

LOCATION

Patient: CEDENO,FRANCISCO H02630200 (Continued)

Test	Day	Date	Time	Result	Reference	Units
=> LYMPHOCYTE #	2	JAN 19	0518	2.10	(0.36-5.8)	K/uL
=> MONOCYTE #	1	JAN 18	1126	0.30	(0.06-1.5)	K/uL
=> MONOCYTE #	2	JAN 19	0518	0.80	(0.06-1.5)	K/uL
=> EOSINOPHIL #	1	JAN 18	1126	0.10	(0-0.6)	K/uL
=> EOSINOPHIL #	2	JAN 19	0518	0.00	(0-0.6)	K/uL
=> BASOPHIL #	1	JAN 18	1126	0.10(e)	(0-0.2)	K/uL
=> BASOPHIL #	2	JAN 19	0518	0.00(f)	(0-0.2)	K/uL
=> APPEARANCE	1	JAN 18	1323	(g)	(CLEAR)	
=> COLOR	1	JAN 18	1323	Straw		
=> GLUCOSE (URINE)	1	JAN 18	1323	NEGATIVE	(NEG)	mg/dL
=> BILIRUBIN	1	JAN 18	1323	NEGATIVE	(NEG)	
=> KETONES	1	JAN 18	1323	NEGATIVE	(NEG)	mg/dL
=> SPEC. GRAVITY	1	JAN 18	1323	1.032 H	(1.003-1.030)	
=> BLOOD	1	JAN 18	1323	LARGE H	(NEG)	
=> pH	1	JAN 18	1323	5	(4.6 - 8.0)	pH
=> PROTEIN	1	JAN 18	1323	30 H	(NEG)	mg/dL
=> UROBILINOGEN	1	JAN 18	1323	NEGATIVE	(Neg - 1.0)	mg/dL
=> NITRITE	1	JAN 18	1323	NEGATIVE	(NEG)	
=> LEUK ESTERASE	1	JAN 18	1323	NEGATIVE	(NEG)	
=> RBC	1	JAN 18	1323	>50 H	(0-2)	/HPF
=> WBC	1	JAN 18	1323	6-10	(0-2)	/HPF
=> BACTERIA	1	JAN 18	1323	NONE SEEN	(NONE SEEN)	
=> YEAST, BUDDING	1	JAN 18	1323	1+ H	(NEGATIVE)	
=> SQ.EPITH.CELLS	1	JAN 18	1323	1+ H	(NEG - 1+)	HPF
=> MUCOUS	1	JAN 18	1323	1+ H	(NOT PRESENT)	LPF
=> PROTIME	1	JAN 18	1126	13.1	(12.1-14.8)	sec
=> INR VALUE	1	JAN 18	1126	1.02(h)		
=> APTT	1	JAN 18	1126	21.8(i) L	(23.0-35.4)	sec

NOTES: (e) ** Symbol "#" represents ABSOLUTE VALUES **
(f) ** Symbol "#" represents ABSOLUTE VALUES **
(g) Slightly-Cloudy
(h) THE INR THERAPEUTIC RANGE (2-3) IS INTENDED FOR PATIENTS ON LONG TERM COUMADIN (WARFARIN) THERAPY AND WILL DEPEND ON THE CLINICAL DISORDER BEING TREATED.
(i) RESULTS VERIFIED BY REPEAT ANALYSIS.
FIBRINOGEN SCREENED 240. TUBE CHECKED NO CLOTS.
See also (j)
(j) ********** MEDICAL ALERT **********
For safe and effective coagulation dosing with heparin, please review the heparin dosing protocols effective 4.25.07. The recommended APTT therapeutic range for the treatment of DVT or PE is 64-101 seconds, and for Cardiac/Thrombolytic therapy is 45-64 seconds.
****

Patient: CEDENO,FRANCISCO Age/Sex: 37/M AcctH02630200 UnitD328633

CEDENO,FRANCISCO
Fac: Beaufort Memorial Hospital Loc:4TH Floor (Surgical) Bed:413-1
37 M [redacted] Med Rec Num:D328633 Visit:H02630200

User Key

Monogram	Mnemonic	Name	Provider Type
	AGARRICK	Garrick,Amanda K	Respiratory Therapist
	BKG DAEMON	Daemon,Background	
	LSTODDARD	STODDARD,LELAND C	Active
CMW	CWILLIAMS	Williams,Crystal M	Registered Nurse
DK	DKELLEY	Kelley,David	
EHJ	DHJARRETT	Hitch-Jarrett,Deborah E	Registered Nurse
EWL	ELADSON	Ladson,Elnora W	Certified Nursing Assistant
GWS	GSMITH2	Smith,Gilbert W	Respiratory Therapist
JND	JDELUCIA	DeLucia,Jillian N	Certified Nursing Assistant
KEY	KYOUNG	Young,Kelly E	Registered Nurse
KNM	KMCTAGGAR	McTaggart,Kaitlyn N	Nurse Intern
KRG	KRILEY	Riley-Graham,Kimberly A	Certified Nursing Assistant
LAN	LNEESE	Neese,Laura A	Certified Nursing Assistant
LLD	LDUNLOP	Dunlop,Linda L	Certified Nursing Assistant
LMB	LBOLLOCK	Bollock,Lisa M	Respiratory Therapist
LRB	LBAIR	Bair,Lakeesha R	Certified Nursing Assistant
LRK	LKERFOOT	Kerfoot,Lesa R	Registered Nurse
MCP	MPROUD	Proud,Morgan C	Certified Nursing Assistant
NET	NTHOMAS	Thomas,Nancy E PA	Physician Assistant
NMH	NHYDE	Hyde,Natesha M	Registered Nurse
PNW	PWALKER	Walker,Patrice N	Certified Nursing Assistant
SDB	SBECKER	Becker,Sandra D	Respiratory Therapist
SDP	SPELLETIER	Pelletier,Samantha D	Registered Nurse
STS	SSHAMSIDD	Shamsiddin,Shafeequah T	Respiratory Therapist
TD	TDEEMS	Deems,Thomas E	Registered Nurse
TH	THIGHTOWE	Hightower,Tomeka	Care Coordination
TLD	TDANDRIDG	Dandridge,Tammy L	Respiratory Therapist
TLK	TKELLEY	Kelley,Tara L	Respiratory Therapist
VEC	VCRAIG	Craig,Victoria E	Registered Nurse
VF	VFLOWERS	Flowers,Victoria	Registered Nurse
WAS	WSINGLET02	Singleton,Wallis A	Registered Nurse

Printed on 01/22/16 02:32
This Is part of the legal Record

Patient Health Summary

Compile Date: 01/21/16 15:10 EST

Patient Name	Address/Phone	Sex	Marital Status	Date of Birth	Medical Record #
FRANCISCO CEDENO	90 DILLON RD HILTON HEAD ISLAND, SC 29926 843-682-3963	M	MARRIED	[redacted]	D328633

Pregnant	Language	Ethnicity	Race	Additional Races	Religion
N/A	Spanish	Hispanic/Latino	HISPANIC	None Recorded	Catholic

Support

Next of Kin	Relationship	Address	Phone Number
CHRISTINA CRUZ	Spouse	90 DILLON RD HILTON HEAD ISLAND, SC 29926	843-682-3963

Encounters

Encounter	Location	Register/Admit
Adm Inpatient	Beaufort Memorial Hospital	01/18/16 16:06

Care Team Providers

Care Team Provider Name	Role	Phone	Provider Type
Dr Luke D Baxley	Emergency Provider	843-522-5101	Associate Staff
Dr Deanna Mansker MD	Admit Provider	524-8171	Provisional
Dr Deanna Mansker MD	Attending Provider	524-8171	Provisional
LELAND C STODDARD	Other Provider	843-522-7100	Active

Insurance Providers

Payer Name	Group #	Policy #	Subscriber	Relationship	Address/ Phone
600 SELF PAY			FRANCISCO CEDENO	Self	90 DILLON RD HILTON HEAD ISLAND, SC 29926 843-682-3963
WORKMENS COMPENSATION		7PJUB-2E24569-A-15	FRANCISCO CEDENO	Self	90 DILLON RD HILTON HEAD ISLAND,

					SC 29926 843-682-3963

Guarantor Information

Guarantor Name	Address	Phone
CEDENO,FRANCISCO	90 DILLON RD HILTON HEAD ISLAND, SC 29926	843-682-3963

Allergies, Adverse Reactions, Alerts

Allergen	Type	Severity	Reaction	Last Updated
No Known Allergies	Allergy			01/18/16

Problems

Active Problems	Diagnosis Date
Fracture of distal radius and ulna	Not Recorded
Pneumothorax	Not Recorded

Medications

Medication	Dose	Route	Directions	Days	Qty
OxyCODONE HCl [Roxicodone] 5 MG Tablet	10 Milligram	Oral	every 4 hours as needed as needed for Pain Scale 5-6 (Moderate Pain)		40
OxyCODONE HCl [Roxicodone] 5 MG Tablet	5 Milligram	Oral	every 4 hours as needed as needed for Pain Scale 1-4 (Mild Pain)		40
Docusate Sodium [Colace] 100 MG Cap	100 Milligram	Oral	twice a day		30
Ibuprofen [Motrin] 800 MG Tablet	800 Milligram	Oral	every 8 hours		60
1 [No Reported Home Medications]	0 Each	Miscellaneous	as directed		

Advanced Directives

Directive	Response	Recorded Date/Time
Advance Directives	No	01/18/16 18:06

Immunizations

No Immunizations Recorded

Vital Signs

Vital Sign	Result	Reference	Recorded Date/Time
Temp	98.7 F	97.6 F-99.6 F	01/21/16 11:14 EST
Pulse	72 BPM	60-100	01/21/16 11:14 EST
Resp	18 RPM	12-20	01/21/16 11:14 EST
BP	153/85	100/65-140/90	01/21/16 11:14 EST
O2 Sat (%)	96 %	90-100	01/21/16 11:14 EST

Measurement	Result	Reference	Recorded Date/Time
Height	5 ft 10 in		01/18/16 18:28
Weight	86.7 kg		01/18/16 18:28
BMI	27.4		01/18/16 18:28

Encounter Diagnoses

Diagnosis	Diagnosis Date
Fracture of distal end of radius and ulna	Not Recorded
Pneumothorax	Not Recorded

Procedures

No Procedures Recorded

Lab Results

Test Name	Result/Comment	Unit	Reference	Date/ Time
White Blood Count	9.3	K/uL	3.0-11.6	01/19/16 05:18 EST
Red Blood Count	4.59	M/uL	3.6-5.9	01/19/16 05:18 EST
Hemoglobin	13.4	g/dL	11.0-17.0	01/19/16 05:18 EST
Bedside Hemoglobin	15.5	g/dL	11.0-15.5	01/18/16 11:43 EST
Hematocrit	40.6	%	31.0-51.0	01/19/16 05:18 EST
Bedside Hematocrit	46	%	31-46	01/18/16 11:43 EST
Mean Corpuscular Volume	88.5	fL	76-99	01/19/16 05:18 EST

Mean Corpuscular Hemoglobin	29.3	pg	25-35	01/19/16 05:18 EST
Corrected MCHC	33.1	g/dL	33-35	01/19/16 05:18 EST
Red Cell Distribution Width	13.6	%	12.5-18.5	01/19/16 05:18 EST
Platelet Count	138	K/uL	130-400	01/19/16 05:18 EST
Granulocytes #	6.40	K/uL	1.05-9.28	01/19/16 05:18 EST
Add Manual Differential	Auto			01/19/16 05:18 EST
Segmented Neutrophils %	68.3	%	35.0-80.0	01/19/16 05:18 EST
Lymphocytes	22.9	%	12.0-50.0	01/19/16 05:18 EST
Lymphocytes #	2.10	K/uL	0.36-5.8	01/19/16 05:18 EST
Monocytes	8.1	%	2.0-13.0	01/19/16 05:18 EST
Monocytes #	0.80	K/uL	0.06-1.5	01/19/16 05:18 EST
Eosinophils	0.2	%	0-5.0	01/19/16 05:18 EST
Eosinophils #	0.00	K/uL	0-0.6	01/19/16 05:18 EST
Basophils	0.5	%	0-2.0	01/19/16 05:18 EST
Basophils #	0.00 ** Symbol "#" represents ABSOLUTE VALUES **	K/uL	0-0.2	01/19/16 05:18 EST
Prothrombin Time with INR	13.1	sec	12.1-14.8	01/18/16 11:26 EST

INR International Normalized Ratio	1.02 THE INR THERAPEUTIC RANGE (2-3) IS INTENDED FOR PATIENTS ON LONG TERM COUMADIN (WARFARIN) THERAPY AND WILL DEPEND ON THE CLINICAL DISORDER BEING TREATED.			01/18/16 11:26 EST
Activated Partial Thromboplast Time	21.8 L RESULTS VERIFIED BY REPEAT ANALYSIS. FIBRINOGEN SCREENED 240. TUBE CHECKED NO CLOTS. ********** ** MEDICAL ALERT *** ********** For safe and effective coagulation dosing with heparin, please review the heparin dosing protocols effective 4.25.07. The recommended APTT therapeutic range for the treatment of DVT or PE is 64-101 seconds, and for Cardiac/Thrombolytic therapy is 45-64 seconds. ********** ********** **********	sec	23.0-35.4	01/18/16 11:26 EST
Bedside Sodium	137	mmol/L	136-145	01/18/16 11:43 EST
Sodium Level	136	mmol/L	136-145	01/19/16 05:18 EST
Bedside Potassium	2.8 L	mmol/L	3.5-5.3	01/18/16 11:43 EST
Potassium Level	3.9	mmol/L	3.5-5.3	01/19/16 05:18 EST
Bedside Chloride	105.0	mmol/L	98-109	01/18/16 11:43 EST
Chloride Level	102	mmol/L	98-109	01/19/16 05:18 EST
Carbon Dioxide Level	26	mmol/L	21-31	01/19/16 05:18 EST
Anion Gap	8			01/19/16 05:18 EST
Blood Urea Nitrogen	13	mg/dL	5-26	01/19/16 05:18 EST

Creatinine	0.69	mg/dL	0.50-1.30	01/19/16 05:18 EST
Bedside Creatinine	0.85	mg/dL	0.50-1.30	01/18/16 11:43 EST
Estimat Glomerular Filtration Rate	> 90 ****GFR Categories in CKD**** GFR Category eGFR(mL/min/1.73m2) Description G1 >or= 90 Normal or High G2 60-89 Mildly decreased G3(a,b) 30-59 Moderately decreased G4 15-29 Severely decreased G5 < 15 Kidney failure This calculation uses IDMS-referenced creatinine to calculate eGFR with the CKD-EPI equation for ages >or= 18. Reference: Kidney International Supplements (2013)3,5-14 --- --- ---	mL/min	>or=90	01/19/16 05:18 EST
Glucose Level	112	mg/dL	70-118	01/19/16 05:18 EST
Bedside Glucose	146 H	mg/dL	70-118	01/18/16 11:43 EST
Bedside Lactic Acid	3.4 H	mmol/L	0.5-2.2	01/18/16 11:43 EST
Calcium Level	9.0	mg/dL	8.5-10.8	01/19/16 05:18 EST
Bedside Ionized Calcium (Meas)	1.12 L	mmol/L	1.15-1.33	01/18/16 11:43 EST
Total Bilirubin	0.9	mg/dL	0.2-1.0	01/18/16 11:26 EST
Aspartate Amino Transf (AST/SGOT)	114 H	IU/L	10-42	01/18/16 11:26 EST
Alanine Aminotransferase (ALT/SGPT)	115 H	IU/L	10-60	01/18/16 11:26 EST

Alkaline Phosphatase	58	IU/L	32-100	01/18/16 11:26 EST
Bedside Creatine Kinase MB	6.8 This Point of Care (POC) assay was performed on a BIOSITE TRIAGE Meter.	ng/mL	0.0-8.0	01/18/16 11:36 EST
Bedside Myoglobin	> 500.0 H This Point of Care (POC) assay was performed on a BIOSITE TRIAGE Meter.	ng/mL	0.0-170	01/18/16 11:36 EST
Bedside Troponin I	< 0.05 Diagnostic cutoff for the BIOSITE Triage AMI is 0.4 ng/mL. Troponin (POC) values >0.05 ng/mL, but <0.4 ng/mL aid in the risk stratification of patients with unstable angina or non-ST segment elevation acute coronary artery syndromes. This Point of Care (POC) assay is performed on a BIOSITE TRIAGE Meter.	ng/mL	0.0-0.4	01/18/16 11:36 EST
Total Protein	6.8	g/dL	6.2-8.1	01/18/16 11:26 EST
Albumin	4.3	g/dL	3.4-4.9	01/18/16 11:26 EST
Urine Color	Straw			01/18/16 13:23 EST
Urine Appearance	Slightly-cloudy		CLEAR	01/18/16 13:23 EST
Urine pH	5	pH	4.6 - 8.0	01/18/16 13:23 EST
Urine Specific Gravity	1.032 H		1.003-1.030	01/18/16 13:23 EST
Urine Protein	30 H	mg/dL	NEG	01/18/16 13:23 EST
Urine Ketones	Negative	mg/dL	NEG	01/18/16 13:23 EST
Urine Blood	Large H		NEG	01/18/16 13:23 EST

Urine Nitrite	Negative		NEG	01/18/16 13:23 EST
Urine Bilirubin	Negative		NEG	01/18/16 13:23 EST
Urine Urobilinogen	Negative	mg/dL	Neg - 1.0	01/18/16 13:23 EST
Urine Leukocyte Esterase	Negative		NEG	01/18/16 13:23 EST
Urine RBC	>50 H	/HPF	0-2	01/18/16 13:23 EST
Urine WBC	6-10	/HPF	0-2	01/18/16 13:23 EST
Urine Squamous Epithelial Cells	1+ H	HPF	NEG - 1+	01/18/16 13:23 EST
Urine Bacteria	None seen		NONE SEEN	01/18/16 13:23 EST
Urine Mucus	1+ H	LPF	NOT PRESENT	01/18/16 13:23 EST
Urine Yeast	1+ H		NEGATIVE	01/18/16 13:23 EST
Urine Glucose	Negative	mg/dL	NEG	01/18/16 13:23 EST

Micro Results

No Micro Results Recorded

Radiology Procedures

Category	Procedure	Date/Time	Status
Imaging-Ct	CT Head wo Cont	01/18/16 11:21	Completed
Imaging-Ct	CT Cervical Spine wo Cont Cmp	01/18/16 11:21	Completed
Imaging-Ct	CT ED Chest Abd Pelvis w Cont	01/18/16 11:21	Completed
Imaging-Xray	XR Pelvis	01/18/16 11:21	Completed
Imaging-Xray	XR Hand Left AP and Lateral	01/18/16 11:22	Completed
Imaging-Xray	XR Wrist Left 2 Views	01/18/16 11:22	Completed
Imaging-Xray	XR Chest Portable	01/18/16 11:43	Completed
Imaging-Ct	CT Thoracic Spine wo Cont Cmp	01/18/16 13:45	Completed
Imaging-Ct	CT Lumbar Spine wo Cont Cmp	01/18/16 13:45	Completed
Imaging-Ct	CT Wrist L wo Cont	01/18/16 19:16	Completed
Imaging-Xray	XR Chest Portable	01/18/16 16:12	Completed

Imaging-Xray	XR Chest Portable	01/19/16 07:25	Completed
Imaging-Xray	XR Fluoro less than 60min	01/20/16 15:28	Completed
Imaging-Xray	XR Wrist Left 3 or > Views	01/20/16 17:12	Completed

Social History

History	Response	Recorded Date/Time
Drug Use	None	01/18/16 18:06
Alcohol Use	Social	01/18/16 18:06
Type Of Alcohol Consumed:	Beer	01/18/16 18:06
Frequency of Alcohol Use	Occasional	01/18/16 18:06
Type of Tobacco Used	Cigarettes	01/18/16 18:06
If Current or Former Smoker, How Much Tobacco	1 to 2 cigarettes	01/18/16 18:06
Smoking Status	Former Smoker	01/18/16 18:06
Smoking Stop Date	01/02/16	01/18/16 18:06

Cognitive Status

Cognitive Observation	Response	Recorded Date/Time
Level of Consciousness	Arousable	01/20/16 15:45

Functional Status

Functional Observation	Response	Recorded Date/Time
Fixed Learning Barriers	None	01/21/16 03:28
Assistive Device Type	None	01/18/16 18:06

Family History

History	Response	Recorded Date/Time
Hx Known Family Medical Problems	No	01/18/16 18:06

Discharge Care Plan

Reason for Visit	MULTIPLE RIB FRACTURES
Instructions/Education Provided	How to Take Care of Your Cast DI for Open Reduction Internal Fixation Surgery
Prescriptions	see Medication section
Referrals	STODDARD,LELAND C, MD [Active] -

Additional Instructions/ Education	Discharge Diet:Regular Diet Activity:Ad lib. No deep sea diving or flying for 6 weeks Special Discharge Instructions: Call for temp >102, redness, bleeding, swelling, excessive pain, shortness of breath, questions/concerns Follow Up Appointment: Stoddard 2 weeks

Report(s)

No Reports Entered

Beaufort Memorial
HOSPITAL

AUTHORIZATION FOR TREATMENT AND RELEASE OF INFORMATION

I hereby authorize licensed professionals and their assistants to administer any tests or treatment necessary during this encounter at Beaufort Memorial Hospital (BMH). I also understand that no guarantees or assurances have been made to the results that may be obtained.

PERSONAL PROPERTY
I accept full responsibility for any personal articles that I take to my bedside/treatment area. FCR

PAYMENT AUTHORIZATION/BILLING
I hereby authorize and direct that any and all benefits/insurance proceeds to which I am entitled be paid directly to BMH and any practitioner providing care and treatment to me.

I agree to pay BMH for all charges incurred by the patient in accordance with the regular rates and terms of BMH. I understand that BMH will bill my insurance company/plan/benefit program and request that payment of authorized benefits be made to BMH on my behalf. Any uninsured or non-covered balances/charges are my responsibility.

I understand that BMH does not bill for professional fees for the Emergency Room Physician, Pathologist, Radiologist, or other treating physicians and I may receive a separate bill from their billing companies.

I authorize BMH and all clinical providers who have provided care to me, along with any billing services, collection agencies, attorneys or other agents who may work on their behalf, to contact me on my cell phone and/or home phone using automatic telephone dialing systems or other computer assisted technology.

Did you Provide BMH a copy of your insurance card today?

☐ Yes ☒ No FCR

ASSIGNMENT OF BENEFITS/RIGHTS
I hereby assign, transfer and convey to BMH and any practitioner who provides care and treatment to me, any and all rights, title and interest in the benefits payable for services rendered to me by BMH. This assignment includes, but is not limited to, the right to benefits or the right to payment for benefits. Benefits include, ***but are not limited to***: (1) hospital, medical, and/or health benefits provided to me by a fully insured or self-funded employee welfare benefit plan or any group plan sponsored by my employer; (2) hospital, medical, and/or health benefits provided to me under an individual insurance policy; (3) Medicare and/or any Medicare managed care organization; (4) Medicaid and/or any Medicaid managed care organization; (5) TRICARE; (6) workers compensation; (7) PIP coverage; (8) third party liability coverage; (9) any health benefits/health care program established and/or maintained by any State and/or Federal entity; and (10) any other form of reimbursement and/or payment. I hereby warrant and represent that the benefits and/or insurance that I assign is valid and in effect and that I have the right to make this assignment. In the event that my policy and/or plan contains an anti-assignment provision, I agree to cooperate fully with BMH in order to effect payment on my account. FCR

DESIGNATION OF AUTHORIZED REPRESENTATIVE/ATTORNEY IN FACT TO APPEAL
I designate BMH as my authorized representative/attorney in fact and authorize BMH to act on my behalf to: (1) request and receive a copy of the summary plan description and/or policy of insurance; (2) pursue a benefit claim; (3) appeal an adverse benefit determination; (4) seek an administrative review of a disputed claim; and/or (5) file a legal/equitable action to recover benefits due under my employee welfare benefit plan and/or policy of insurance. If I am covered under a policy/plan pursuant to the Federal Employees Health Benefits Act, I authorize BMH to submit a request for reconsideration to the policy/plan and to request a review by the Office of Personnel Management. In the event that I am a member/enrollee of a Medicaid managed care program, I hereby authorize BMH to act on my behalf to: (1) file a grievance and/or appeal; and (2) request a State Fair Hearing. FCR

H02640030
CEDEÑO,FRANCISCO Sex: M Age: 37
MR#: D029633
Patient DOB: [redacted]
LELAND STODDARD, MD 02/04/16

AUTH (10/2014)

REQUEST FOR RESTRICTION AND USE DISCLOSURE

I understand that I have the right under federal and state law to request that my personal health information for this visit be confidential and not forwarded to any third party for any purpose. Furthermore, I understand that this request must be submitted separately as Request for Restriction and Use Disclosure available in the Health Information Services Department and upon request. All services rendered today will be cash only and must be paid in full at the time services are rendered to consider this request if payment may be affected. I understand that upon completion of the request, I will be informed if BMH declines this matter through written notification. BMH reserves the right to decline/terminate the request. Any changes to the request will be sent via a written notification to the affected party.

I understand that my patient information will be released as needed for my treatment, payment and operations unless otherwise specified above. (Regulatory agencies i.e. Joint Commission, Medicare, DHEC & CDC to fulfill Public Health Requirement for purposes of preventing or controlling disease, obligations under the HITECH ACT, etc.) I consent to appropriate tests for the presence of infections, such as, but not limited to Hepatitis and Acquired Immune Deficiency Syndrome for the protection of others and I authorize the drawing of blood or other body fluids for this purpose. HIV testing will be done only on an as needed basis following employee exposure to a patient's blood, body fluids and/or mucous membranes.

With my consent my name and location in the BMH system will be listed and will only be given out to individuals who ask for me by name. This list may also be used for the delivery of flowers, cards, to make reminder phone calls, etc. In accordance with HIPAA privacy rules, I may refuse to be listed in the system directory, which means my presence at BMH will not be acknowledged. I understand that photographs may be taken of me or the named patient in connection with the medical and other services, which I the patient will receive at BMH.

I give BMH permission to release my patient health information to my Primary Care Physician or to any Physician who is involved in my treatment or care through the electronic health information network.
☒ Yes ☐ No

I wish to designate a family member or other individual with whom the provider may discuss my medical condition.
☐ Yes ☒ No If yes, individual named: _____

I wish to have my name listed in the system directory?
☐ Yes ☒ No

I understand that my health information will be available in the BMH Patient Portal and BMH will utilize my email address for purpose of participation.
Email: Cedeno FCR @ hot mail.com FCR

ADVANCE DIRECTIVES

I understand that I have the right to formulate Advance Directives and appoint a surrogate to make health care decisions on my behalf to the extent permitted by law. I understand that when I provide BMH with a copy of my Advance Directive they will honor it. FCC

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

I acknowledge and agree that I have been offered a copy of BMH's Notice of Privacy Practices. I understand that there may be circumstances under which information about me may be disclosed or reported to organizations by regulatory compliance. FCC

I have reviewed the Authorization for Treatment and Release of Information and have been provided with the opportunity to ask questions. I understand and agree to the above information as indicated by the authorized signature below.

Patient Signature: Francisco Cedeno R. Date/Time: 02-04-16-

Legal Representative: _____ Relationship: _____

Witness: EC Time: 2/4/16

H02640030
CEDENO,FRANCISCO Sex: M Age: 37
MR#: 0322633
Patient DO[redacted] 02/04/16
LELAND STODDARD, MD

AUTH (10/2014)

Beaufort Memorial Orthopedic Specialists
300 MIDTOWN DRIVE
BEAUFORT, SC 29906-5200
Phone: (843) 522-7100
Fax: (843) 322-3234

03/25/2016

To Whom It May Concern:

FRANCISCO CEDENO was a patient in the Beaufort Memorial Orthopedic Specialists practice on 03/25/2016. FRANCISCO may return to work/school with the following restrictions: Light Duty

If you have further questions regarding this patient's health status, please contact us at (843) 522-7100.

Leland Stoddard MD

Beaufort Memorial
HOSPITAL

DukeMedicine AFFILIATE
IN HEART AND CANCER

Statement Date: 02/11/16

THIS BILL REPRESENTS HOSPITAL CHARGES ONLY. YOU MAY RECEIVE ADDITIONAL BILLS RELATED TO YOUR VISIT.

ACCOUNT HOLDER

Francisco Cedeno
90 Dillon Rd Apt D1
Hilton Head Island, SC 29926-3792

MEMO: THANK YOU FOR CHOOSING BEAUFORT MEMORIAL HOSPITAL. YOUR REMAINING BALANCE ON THIS ACCOUNT IS NOW DUE IN FULL. PLEASE REMIT PAYMENT IN FULL AT THIS TIME.

PATIENT NAME	ACCOUNT NUMBER	PATIENT TYPE	DATE OF SERVICE	DUE DATE	PAGE
Francisco Cedeno	H02640030	OUTPATIENT	02/04/16	03/03/2016	1 of 2

Date	Transaction	Amount
	Final Bill	289.0(
02/09/16	ADJ SELF PAY	-115.6(
02/09/16	Billed charges to date:	289.0(
	Receipts to date:	0.0(
	Adjustments to date:	115.6(
	Refunds to date:	0.0(
	Total due:	173.4(
	Please Pay This Amount:	$173.4(

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Call Toll-Free 877-242-0981 to discuss payment arrangements. Let us prove how committed we are to working with you!

Pay by mail to:
Beaufort Memorial Hospital
Client ID: 900003
PO Box 100169
Columbia, SC 29202-3169

You can now pay online at:
WWW.BMHSC.ORG
or scan the QR code from your smart phone.

Office Hours:
Monday - Friday
8:00 a.m. to 5:00 p.m. ET

PLEASE RETURN BOTTOM PORTION WITH PAYMENT TO ENSURE PROPER CREDIT TO YOUR ACCOUNT.

Beaufort Memorial HOSPITAL
DukeMedicine AFFILIATE IN HEART AND CANCER

P.O. BOX 1085
BEAUFORT, SC 29901-1085

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IF PAYING BY CREDIT CARD, FILL OUT BELOW.

☐ VISA ☐ MasterCard ☐ Discover ☐ American Express

CARD NUMBER	CCV# (ON BACK OF CARD)
SIGNATURE	EXP. DATE

STATEMENT DATE	ACCOUNT NUMBER
02/11/16	H02640030
PATIENT NAME: Francisco Cedeno	AMOUNT PAID $

Please write your account number on your check.

Francisco Cedeno
90 Dillon Rd Apt D1
Hilton Head Island, SC 29926-3792

Beaufort Memorial Hospital
Client ID: 900003
PO Box 100169
Columbia, SC 29202-3169

Ramirez -APA-101

BEAUFORT MEMORIAL PHYSICIANS
CLIENT 900011 PO BOX 100106
COLUMBIA, SC 29202-3106
PERSONAL & CONFIDENTIAL

ADDRESS SERVICE REQUESTED

005334
0202

58601.co1 1003 2258601
Stmt Date: 03/28/2016

FRANCISCO CEDENO
90 DILLON RD APT D1
HILTON HEAD ISLAND, SC 29926-3792

IF PAYING BY CREDIT CARD, PLEASE CHECK BOX FOR SELECTION AND FILL OUT BELOW

☐ MASTERCARD ☐ VISA ☐ DISCOVER ☐ AMEX

CARD NUMBER | VERIFICATION #

CARDHOLDER NAME | EXP. DATE

SIGNATURE

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT PAID
537080	04/12/2016	$1,192.00	

NEW! Pay online now at www.PayMyDoctor.com. Free, Secure, Easy, "Clie
ID : 58601.co1"

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CLIENT 900011 PO BOX 100106
COLUMBIA, SC 29202-3106

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TO ENSURE PROPER CREDIT, DETACH AND RETURN TOP PORTION IN THE ENCLOSED ENVELOPE.

655068B

Page	Statement Date	Due Date	Office Phone Number	Account #	Patient Balance
1 of 1	03/28/2016	04/12/2016	(843) 522-7095	537080	$1,192.00

Date	Visit Detail	Explanation of Activity	Charges & Debits	Insurance Pending	Payments & Credits	Patient Balance
Patient: FRANCISCO CEDENO						
		Balance Forward	$855.00			
		Balance Forward Total				$855.00
Provider: Stoddard, Leland						
Voucher: 7324770						
02/04/2016	99024	Postop Follow-Up Visit	$0.00			
02/04/2016	73110	X-Ray Exam Of Wrist	$133.00			
02/04/2016	73080	X-Ray Exam Of Elbow	$70.00			
		Visit Total				$203.00
Voucher: 7392380						
02/26/2016	99213	Office/Outpatient Visit	$134.00			
		Visit Total				$134.00

0000057T-A

MESSAGE

Your account is seriously past due. Please call to make payment arrangements.

BEAUFORT MEMORIAL PHYSICIANS
CLIENT 900011 PO BOX 100106
COLUMBIA, SC 29202-3106

Ramirez -APA-102

Account Number	537080
Billing Inquiries	(843) 522-7095
Total Balance	$1,192.00
Ins. Pending	$0.00
Amount Due	$1,192.00

2738-ALLST7-126352-1134840470-P; 5458811-1-458; 37212095-2; 1

DJO GLOBAL

PO Box 660117
Dallas, TX 75266-0117
(888) 225-4398

Save a stamp! Pay this bill online at:
www.PayforHealth.com/DJO
Statement ID: [redacted]
Password: [redacted]

Or, Scan to Pay

☐ MasterCard ☐ VISA ☐ DISCOVER ☐ AMEX

CARD NUMBER	EXP. DATE (MM/YY)
SIGNATURE	AMOUNT PAID

STATEMENT DATE	PAY THIS AMOUNT	ACCT #
03/23/16	$67.71	670997Q

FRANCISCO CEDENO
90 DILLON RD APT D1
HILTON HEAD IS, SC 29926-3792

4979

DJO, LLC - Office Care Patient Receivables
PO Box 660117
Dallas, TX 75266-0117

0006709970 03232016 0000006771 7

☐ Please check box if above address is incorrect or insurance information has changed and indicate change(s) on reverse side.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

STATEMENT

PRESCRIBING PHYSICIAN: Leland Stoddard

Date of Service	Billing Code/HCPC Product Description	Charges	Adjustments	Insurance Payments	Patient Payments	Balance Due
02/26/16	L3908 S62.102A COCK-UP WRIST BRACE	$67.71	$.00	$.00	$.00	$67.71

During a recent visit to your physician on the date mentioned above, you were prescribed the product(s) indicated next to the dat of service, to assist in your recovery. During your visit you signed a DJO Global Patient Product Agreement Form, either electronically or on paper. DJO Global has billed your insurance provider and/or Medicare based on the information provided by you and your physician at the time of service, and the balance indicated is now your responsibility.

You can pay your bill online at: www.payforhealth.com/DJO using the statement ID and password above or by scanning the QR box which will link you to our payment portal. You may also make a payment by phone using our automated prompts or by speaking with a customer service representative by calling 888-225-4398. If you are making a payment by mail please use the above coupon and enclosed return envelope.

Please Pay This Amount	$67.71

** Payment due upon receipt - Thank You **
For any clarification please call 1-888-225-4398 Mon - Fri 9am to 8pm EST

PROCARE

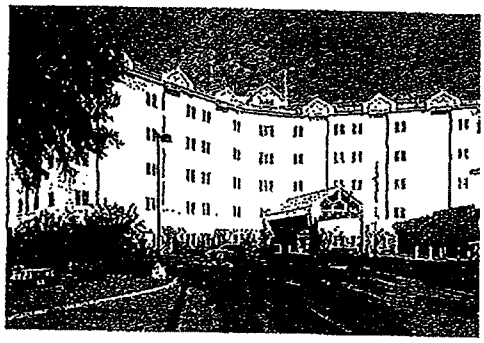
Ramirez -APA-103

DONJOY

81085071

Beaufort Memorial
HOSPITAL

DukeMedicine AFFILIATE
IN HEART AND CANCER



Statement Date: 03/10/16

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ACCOUNT HOLDER

Francisco Cedeno
90 Dillon Rd Apt D1
Hilton Head Island, SC 29926-3792

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PATIENT NAME	ACCOUNT NUMBER	PATIENT TYPE	DATE OF SERVICE	DUE DATE	PAG
Francisco Cedeno	H02640030	OUTPATIENT	02/04/16	03/31/2016	1 of 2

Date	Transaction	Amount
02/11/16	Balance Forward	173
	Billed charges to date:	289
	Receipts to date:	(
	Adjustments to date:	116
	Refunds to date:	(
	Total due:	173
	Please Pay This Amount:	$173

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or scan the QR code from your smart phone.

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IF PAYING BY CREDIT CARD, FILL OUT BELOW:

☐ VISA ☐ MasterCard ☐ Discover ☐ American Express

CARD NUMBER | CCV# (ON BACK OF CARD)

SIGNATURE | EXP. DATE

STATEMENT DATE	ACCOUNT NUMBER
03/10/16	H02640030
PATIENT NAME: Francisco Cedeno	AMOUNT PAID $

Please write your account number on your check.

Francisco Cedeno
90 Dillon Rd Apt D1
Hilton Head Island, SC 29926-3792

Beaufort Memorial Hospital
Client ID: 900003
PO Box 100169
Columbia, SC 29202-3169

Ramirez -APA-104

RSI2/STATE1/ 692007128162 0000585/0003 249

Medical Questionnaire for Worker's Compensation Claim

To: Dr. Leland Stoddard, physician for Franscisco Cedano Ramirez

From: Joseph DuBois, attorney for Franscisco Cedano Ramirez

Pursuant to Francisco Cedano Ramirez's worker's compensation claim arising from his fall from a roof on January 18, 2016, request is hereby made to respond to the following:

1. Which body parts were injured as a result of Francisco's fall from a roof on January 18, 2016?

Patient injured his chest wall, lungs, neck, bilateral upper extremities, his back.

2. Please list the diagnoses of such injuries.

1. Right Pneumothorax
2. Intraarticular distal radial fracture and ulna fracture of left wrist
3. Neck pain
4. Left and right shoulder impingement
5. Back pain
6. Right wrist sprain
7. Multiple rib fractures
8. Herniated C4-C5, C6-C7, T2-T3, L4-L5, L5-S1

3. Are these opinions to a reasonable degree of medical certainty?

Yes.

Leland Stoddard, M.D.
Lowcountry Medical Group

6/27, 2016
Beaufort, South Carolina

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

FRANCISCO CEDANO RAMIREZ,
Employee,
vs. WCC NO. 1600686

MAY RIVER ROOFING, INC.,
Employer,

and

AMERICAN ZURICH INSURANCE COMPANY,
Insurer.

DEPOSITION OF: FRANCISCO CEDANO RAMIREZ

DATE: April 26, 2016

TIME: 2:10 p.m.

LOCATION: Naert & DuBois, LLC
22 New Orleans Road, Suite 1
Hilton Head, SC

TAKEN BY: Counsel for the Employer/Insurer

REPORTED BY: TRISHA M. THOMAS

INTERPRETED BY: JASON ALFONSO

A. WILLIAM ROBERTS, JR. & ASSOCIATES
Fast, Accurate & Friendly

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A W R
A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
scheduledepo.com

APPEARANCES OF COUNSEL:

ATTORNEYS FOR FRANCISCO CEDANO RAMIREZ:
WAERT & DUBOIS, LLC
BY: JOSEPH DUBOIS
22 New Orleans Road, Suite 1
Hilton Head, SC 29928
(843) 686-5500
Joe@lowcountrylegal.com

ATTORNEYS FOR MAY RIVER ROOFING, INC. AND AMERICAN ZURICH INSURANCE COMPANY:
HEDRICK, GARDNER, KINCHELOE & GAROFALO, LLP
BY: DEWANA F. LOOPER
1301 Gervais Street, Suite 1900
Columbia, SC 29201
(803) 727-1200
Dlooper@hedrickgardner.com

ALSO PRESENT: Leslie Sandoval

(INDEX AT REAR OF TRANSCRIPT)

(Mr. Jason Alfonso, interpreter, was placed under oath by the court reporter.)

FRANCISCO CEDANO RAMIREZ
being first duly sworn through the interpreter, testified as follows:

EXAMINATION

BY MS. LOOPER:

Q. My name is Dewana Looper, and I'm here on behalf May River Roofing and their insurance company, which is American Zurich. Travelers is the third-party administrator.

The purpose of this deposition is for me to learn more information about your claim. If at any point during the course of the deposition you need to take a break for any reason, stop and let me know.

A. That's fine.

Q. All right. As we go through I'm going to be asking you questions. I am not trying to trick you or confuse you in any way. If you don't understand a question the way it's asked, stop me and ask me to rephrase it. In the event you answer a question I've asked I'm going to assume two things: One, you answered it truthfully, and, two, you understand the question.

A. That's fine.

Q. All right. And are you under the influence of any pain medications, drugs, or alcohol today that would make it difficult for you to participate in the deposition?

A. No. Nothing.

Q. All right. Will you state your full name for the record?

A. Francisco Cedano -- with a C -- Ramirez.

Q. All right. And will you state your address, please?

A. 90 Dillon Road, Apartment D1.

Q. Okay. Where is that?

A. Hilton Head, South Carolina.

Q. How long have you lived there?

A. I've lived in -- I can't remember exactly where I lived in Dillon, but I think I've -- I lived in those apartments for -- for about three years already.

Q. Who lives with you?

A. My wife and kids.

Q. What's your wife's name?

A. Cristina Cruz Guerrero.

Q. Does she spell it with a C-H or a K?

A. Only with a C, C-R.

Q. Okay. All right. And how old are your kids?

A. The older one is 12 -- the older one is 12, the next one is ten, and then the other one is five and then the other one is three.

No. I'm sorry. The oldest one is 14.

Q. All right. And are all four of those children with Cristina Cruz Guerrero?

A. Yes.

Q. Does anybody other than your wife and kids depend on you for financial support?

A. My mother and my father.

Q. Do they live with you or you send money to them?

A. I send them money.

Q. Okay. What are their names, and where are they?

A. They live in Mexico. My mom name is Columba Ramirez, and my father name is Ignacio Cedano.

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

A. Approximately 20 years. I don't remember.

Page 6

Q. And of that roughly 20 years how long have you been in South Carolina?
A. I only lived in Houston, Texas, for six months and then the rest of it I've lived here in South Carolina.
Q. All right. And are you here on a work visa?
A. No.
Q. All right. Did you complete -- or how far did you go in school?
A. I finished secondary.
Q. In Mexico?
A. Yes.
Q. And what's your date of birth?
A. [redacted]78.
Q. Since you've been living in South Carolina have you been convicted of a crime?
A. No.
Q. Other than the workers' compensation claim that we're here for today, have you ever filed a workers' comp claim?
A. No. I've done a claim before, but it was for a car that was damaged.
Q. As part of a motor vehicle accident?
A. No.

Page 7

Q. All right. Explain to me what happened and what the basis for the claim was.
A. The car was scratched all the way around.
Q. How?
A. I went to a dance; and when I left, it was all scratched up outside.
Q. Have you ever had a personal injury claim arising out of either, like, a motor vehicle accident or a slip and fall?
A. No.
Q. Does your wife work?
A. No. She has a part-time cleaning villas but only during tourist time.
Q. Who do you work for?
A. I work for the May River Roofing Company.
Q. Do you have your own business?
A. Yes.
Q. All right. What's the name of that business?
A. Cedano Roofing.
Q. How long have you had that company?
A. I don't remember if it was three or four years. I'm not sure.

Page 8

Q. Are you registered with the secretary of state's office?
A. I don't remember.
Q. Do you file tax returns for Cedano Roofing?
A. Yes.
Q. And has he done that -- have you done that every year that the company's been in business?
A. Yes.
Q. Do you have anyone that works for you?
A. I have one person that occasionally works with me.
Q. What's his or her name?
A. I contract one person, but it's not always the same person. And it's not all the time.
Q. And what dictates whether you contract with somebody or not?
A. When -- when the job is really big.
Q. All right. And you said earlier that you do work for May River Roofing. Do you do work for any other companies?
A. No.
Q. Do you ever contract directly with individuals or companies to do work on your own?

Page 9

THE INTERPRETER: I'm sorry. Could you repeat that?
MS. LOOPER: No. That's fine.
BY MS. LOOPER:
Q. Do you ever contract with other companies or with individuals to do jobs on your own?
A. No.
Q. So all the work that you do comes from May River?
A. Yes.
Q. And how long has that been the case?
A. Excuse me?
Q. How long have you done work exclusively for May River?
A. Two years.
Q. Prior to opening your own company, who did you work for?
A. Before my own company?
Q. Yes.
A. I worked for Pana Roofing.
Q. How long?
A. I don't remember exactly, but approximately nine years.
Q. Have you been in the roofing business

Page 10

since you moved to South Carolina?
A. No.
Q. What other types of work have you done?
A. I've done yard work and also a helper installing floors.
Q. And why did you own -- why did you open your own company?
A. I don't remember.
Q. But you opened it about three or four years ago; is that right?
A. Yes, yes.
Q. All right. Do you have your own truck?
A. Yes.
Q. How about equipment?
A. Yes.
Q. When you go to complete a roofing job, do you take your own hammers?
A. Yes.
Q. Nails?
A. No.
Q. Okay. What equipment do you provide?
A. I provide a compressor, a roofing gun, a tool pouch, the vehicle, ladders, and things like razors.
Q. All right. If you were completing a

Page 11

job for May River, what would they provide for you?
A. Dumpster and materials.
Q. Okay. And by materials you mean shingles?
A. Yeah. Like shingles, paper, plastic caps, flashing.
Q. When you complete a job for May River, how are you paid?
A. They pay me for the contracted price for the house. They pay me a check.
Q. How is the contracted price agreed on?
A. The price is taking consideration according to the pitch of the house, the elevation, how tall it is. All that comes into factor when it comes to the -- pricing a house.
Q. If May River contacts you about doing a job, do you go out and look at it and give them a bid for how much it's going to cost?
A. No.
Q. Okay. So how does it work?
A. I just get a text message to where the job is going to be. I show up, and I do it.
Q. Okay. Do you know how much you're going to get paid before you go?
A. No.

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Q. Okay. So I don't understand how come -- how it's decided how much you get paid. Can you give me more details?
A. Well, before I go to a job I approximately know how much it's going to be because I charge per case that we install. So I'll know how much I'll get paid per case, and I'll know how much per case we install on that job.
Sometimes we have extra repairs that we have to do, but I don't really know completely the entire price 'cause there's extra things sometimes we have to do, but generally, approximately, I know what it is.
Q. Okay. How is the price per case negotiated?
A. Like how or how much?
Q. How.
A. The company already has pretty much an established price for each -- for each case, so we already know going in -- before how much it's going to be.
MS. LOOPER: We'll talk after.
BY MS. LOOPER:
Q. All right. And if there are repairs that need to be done once you get out to a job, how

Page 13

are those priced out?
A. I approximately give them how many hours I put into that extra, and that's -- and then that's what I -- I get paid for.
Q. Okay. Is there a set hourly rate, or you just give them the number?
A. It's a fixed price.
Q. Okay. And how much is that?
A. Twenty-five an hour.
Q. And is that something that you negotiated with May River Roofing?
A. Yes.
Q. All right. And who at May River Roofing did you talk to about what your hourly rate for repairs would be?
A. Antonio Sandoval.
Q. And I believe you testified earlier that you've been working with May River for about two years. How did you start working with them?
A. I was working for Pana Roofing. I was left without work, so then I approached May River for work, and they did, and that's how I started working for them.
Q. Okay. And did they ask you for a certificate of workers' compensation insurance?

Page 14

A. Yes.
Q. All right. And did you go buy workers' compensation insurance?
A. Yes.
Q. All right. And what agency did you use to purchase that?
A. An agency called PCL.
Q. All right. And when you went in and met with the insurance agent at PCL, did they explain to you what you were buying, what type of insurance you were buying?
A. I didn't ask for any information.
Q. All right. Tell me what you asked them for when you went in.
A. I don't remember.
Q. And did you tell them you needed workers' comp insurance?
A. I told them I was opening my own business, and I asked them what kind of insurance I needed.
Q. Okay. And did they tell you?
A. When I went to the company, they said I needed liability and workmen's comp; so when I went to the company, I asked them for liability and workmen's comp.

Page 15

Q. All right. And my understanding is that you purchased a policy through that agency; is that correct?
A. PCL?
Q. Yes.
A. Yes.
Q. Okay. And you paid premiums for that insurance, correct?
A. Yes.
Q. Okay. And you did not purchase workers' compensation insurance to cover yourself, correct?
A. No.
Q. All right. And do you consider yourself an independent contractor or subcontractor for May River Roofing?
A. I didn't understand the question.
Q. Okay. You own your own business, correct?
A. Yes.
Q. All right. And it's called Cedano Roofing, correct?
A. Correct.
Q. All right. And you file tax returns for that business?

Page 16

A. Yes.
Q. Okay. And you purchased insurance for that business?
A. Yes.
Q. Okay. So why have you filed a workers' comp claim against May River?
A. My insurance doesn't cover me.
Q. Okay. Did the insurance agent explain to you what it would cost to cover yourself on your insurance?
A. No.
Q. So why don't you have insurance covering yourself?
A. Honestly, I don't know.
Q. All right. But you admit giving a certificate of insurance to May River Roofing covering your company?
MR. DUBOIS: Objection.
Please answer.
THE WITNESS: Can you repeat the question, please?
BY MS. LOOPER:
Q. Sure. All right. We'll break it down. You admitted that you purchased insurance for Cedano Roofing, right?

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A. Yes.
Q. Okay. And did your agent provide you with a certificate of insurance showing that you had insurance coverage?
A. Yes.
Q. Okay. And did you give that piece of paper to someone at May River Roofing?
MR. DUBOIS: Objection.
I may make an objection, and that's primarily for the record. You can still answer though. Okay?
THE WITNESS: Okay.
BY MS. LOOPER:
Q. Okay. So did you give the certificate of insurance to May River?
A. Yes.
Q. Okay. And who did you give it to?
A. I don't remember if it was to my boss or the secretary.
Q. All right. When you say your boss, will you identify who you consider that to be?
A. Antonio Sandoval.
Q. How many jobs did you complete for May River Roofing in the past year?
A. I don't have a quantity.

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Q. Okay. All right. So there's 52 weeks in a year. How many weeks did you work for May River Roofing?
A. We only rest on holidays, and the rest of the days we work.
Q. Okay. How much money did you earn from May River Roofing last year?
A. I don't remember.
Q. Okay. But you can provide me with a copy of your tax returns, right?
A. Yes.
Q. All right. And do you have your own insurance on your vehicle?
A. Yes.
Q. All right. And when you complete a job that requires more than just you, a job that's too big for you to do alone, do you pay the worker that you bring?
A. I pay them.
Q. All right. And when you need somebody to help you on the job, do you go out and find that person, or does May River provide them to you?
A. I look for them.
Q. All right. Do you have any kind of logos on your -- like do you wear -- scratch that.

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Let me start over.
Do you wear a uniform to work?
A. My shirts with May River logo.
Q. T-shirts?
A. Yeah, T-shirts.
Q. And you wear a May River Roofing T-shirt to every job site?
A. Yes.
Q. And when you have a helper, do you have them wear a May River Roofing shirt?
A. Yes.
Q. All right. So tell me what happened to you.
A. I was preparing to go to work. A person showed up. I don't know who that person was. It could have been the owner of the house. I don't really know who it was, but that person told me that a piece of tape was left on the metal -- a metal drip, so I decided to climb up and remove that -- that tape.
And as I was up there I was in a corner, and I -- I must have stepped wrong or slipped wrong, and I fell. I fell backwards, and at the moment that I fell backwards I don't remember anything. The only thing I remember is

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the -- the ambulance cutting my -- my clothes.
Q. Was anybody else with you on the job site?
A. Yeah. There was someone else.
Q. Okay. What's that person's name?
A. I don't remember their name.
Q. All right. Who was he working for?
A. He was helping me.
Q. So you hired the guy, but you don't remember his name?
A. No.
Q. Do you know who called the ambulance?
A. No.
In the job site there was carpenters there, and I'm assuming that they are the ones that called.
Q. All right. And why were you on this job site?
A. The job was done by another -- by somebody else, but it could not be completed, so they assigned me to complete the job.
Q. And when you say they, who do you mean?
A. Other people that work for May River Roofing.
Q. All right. And what were your

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injuries?
A. At the time of the accident I fell unconscious. I don't remember much. I broke -- I broke my hand. I had problems with my shoulders. I had three broken ribs. I injured my hip, my neck, my back, and lately I've been forgetting things.
Q. All right. Let me go back through and make sure I've got everything. All right. So you say you were knocked unconscious?
A. Yes.
Q. All right. You hurt both shoulders?
A. Yes.
Q. All right. You broke your hand. Which side?
A. The left side.
Q. Okay. You hurt your hip. Which hip?
A. This side. I don't know what side you call it.
MR. DUBOIS: Witness is pointing to his right hip.
BY MS. LOOPER:
Q. All right. You said your neck?
A. Yes.
Q. All right. Your back?

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A. Yes.
Q. Where on your back?
MR. DUBOIS: Witness is indicating his upper back.
THE WITNESS: The top part. I don't know what it's called. Up there.
BY MS. LOOPER:
Q. Between your shoulder blades?
A. Yes.
Q. All right. And you said you've been forgetting things?
A. Yeah. I've been forgetting things like, for example, like my wife will say something like, oh, you don't -- you don't remember that happening; and for as much I want to try to remember, I just don't remember.
Q. Okay. And you're saying that you never had any trouble like that before this fall?
A. No.
Q. Okay. Had you ever had any prior issues with your -- either of your shoulders?
A. No.
Q. Okay. How about your left hand?
A. No.
Q. How about your right hip?

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A. No.
Q. How about your neck?
A. No.
Q. Okay. How about your upper back?
A. No.
Q. Okay. Do you have any prior health problems?
A. What do you mean, previous?
Q. Before this fall.
A. No.
Q. Ever had any surgeries?
A. Before?
Q. Yes.
A. No.
Q. Okay. Have you ever had any broken bones?
A. No.
Q. Were you taking any medications?
A. No.
Q. Okay. Are you taking any medications now?
A. No.
Q. All right. Are you back at work now?
A. Yes.
Q. How long have you been back to work?

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A. The paper -- the doctor gave me a paper to return to work, but I can't remember exactly when.
Q. Have you been back to work since the doctor told you you could?
A. He ordered me to only do, like, light things. I can't lift anything heavy because of my ribs.
Q. Are you still under restrictions from the doctor?
A. Yes.
Q. When's the last time you went?
A. Approximately three weeks ago.
Q. All right. What doctor did you see?
A. I don't remember his name.
Q. Where was he at?
A. Beaufort. It was the doctor that was referred to me from the hospital.
Q. All right. Did you go to the hospital in an ambulance?
A. Yes.
Q. That was Beaufort EMS?
A. I don't know.
Q. Okay. And you were treated at Beaufort Memorial Hospital?

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A. Yes.
Q. All right. Have you done any physical therapy?
A. Yes.
Q. What's the name of the provider that you saw?
A. Bluffton, Select Therapy.
Q. All right. When you go in to see the orthopedic doctor, are you still going to the hospital, or are you going to a private practice?
A. I go to a private office.
Q. Okay. Do you know the name of the practice?
A. No.
Q. And you don't know the doctor's name?
A. Dr. -- no.
Q. How many times have you seen the doctor?
A. Three times. And within next the week I have another visit.
Q. Okay. And has he spoken to you about when he thinks you'll be completely released from care?
A. No.
Q. Okay. I believe you told me that

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you're working light duty now; is that right?
A. Yes.
Q. All right. And who are you doing that work for?
A. For May River Roofing.
Q. Okay. And are you earning the same amount now that you were earning before the fall?
A. No.
Q. Okay. What's the difference?
A. There's not that much difference.
Q. And are you still completing roofing jobs?
A. Yes.
Q. And you're able to do that within your light duty restrictions?
A. I have a brother that's helping me.
Q. What's your brother's name?
A. Enrique Cedano.
Q. Has Enrique ever worked with you before this fall?
A. No.
Q. And what does Enrique usually do for a living?
A. He came from Mexico, and he used to do, like, field work.

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Q. Did he come to South Carolina specifically to help you?
A. No.
MR. DUBOIS: Do you mind if we take a short, five-minute break?
MS. LOOPER: No.
MR. DUBOIS: Let's take five.
(A recess transpired.)
BY MS. LOOPER:
Q. All right, Mr. Cedano. I was just speaking with your attorney about the doctors that you've seen.
A. Yes.
Q. Does the name Dr. Stoddard ring a bell to you?
A. Yes.
Q. Okay. Do you think that's the doctor that you've been seeing for your injuries related to the fall?
A. Yes.
Q. All right. Other than the ambulance, being treated at Beaufort Memorial, the treatment you've received with -- we think is Dr. Stoddard, and Select Physical Therapy, have you seen anybody else for injuries related to the fall?

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A. No.
Q. Do you have a family doctor?
A. No.
Q. Before the fall, if you were to get hurt or be sick, where would you go to seek medical treatment?
A. I almost don't ever get sick, hardly ever get sick. I have gone to the -- to the clinic that is on -- the Volunteers. I can't remember what it's called, but I rarely get sick.
Q. Okay. Where is that located?
A. Here in Hilton Head.
Q. Do you know what street it's on?
A. No.
MR. DUBOIS: I suspect the name is Volunteers in Medicine.
BY MS. LOOPER:
Q. All right. I want to go back and clarify something on how the price for each job was calculated. I'm not sure that I understood correctly. Okay. So you said that there is a set price for each square; is that right?
A. Yes.
Q. Okay. And what is that price?
A. $60.

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Q. Okay. So you get paid $60 per square?
A. Yes.
Q. Okay. And if a job is complicated or there are unexpected issues, do you ever call May River and ask them to adjust the price?
A. No.
Q. All right. And if you get to a job site and you find a repair that needs to be made, what happens?
A. I verify what kind of materials I need, I order it, and then they're sent and I do the job.
Q. You order them from who?
A. Sometimes I get them from Espy Lumber; sometimes from the shop's office.
Q. Okay. So do you provide the materials yourself to make the repairs?
A. No.
Q. Okay. If you get them from Espy Lumber, who pays for them?
A. I take it -- I order it out of May -- May Roofing's account.
THE INTERPRETER: Sorry.
BY MS. LOOPER:
Q. All right. And do you contact May River before you make a repair?

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A. Only if it's a really -- if it's, like, a big repair. If the -- if the -- if the repair is small, we just continue on doing our job; but when it's big, yes.

Q. Define big.

A. A day of work: Eight hours, six hours.

Q. Okay. Otherwise, I believe you said you just make the repair?

A. Yes.

Q. Okay. And how do you -- how do you ask May River to pay you for that work?

A. I calculate the hours, the sum of hours that I did for that job, and I -- and I send a bill for $25 an hour.

Q. All right. Do you send an invoice? Is that how it works?

A. Yes.

Q. And do you get paid weekly? Monthly? Biweekly?

A. Depends when the job is done. And then whenever it's done, the following week it's paid.

Q. And do you send an invoice for each job you complete?

A. Yes.

Q. And you're always paid by check?

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THE INTERPRETER: I couldn't hear.

BY MS. LOOPER:

Q. Are you always paid by check?

A. Yes.

Q. All right. As far as current problems, what body parts are you having problems with now?

A. I have pain in my shoulders. I have pain in my back, neck. When I stand for a long period of time, my hip -- my right hip starts hurting. Also, if I walk for more than 20 minutes, my left hip starts hurting.

Where they did my surgery, when I do PT and I have to carry something heavy, I feel like my hand is going to slip out of place.

Q. Okay. You said your back again. Are you referring to your upper back like we talked about earlier?

A. Yes.

Q. All right. And are you treating for all of those body parts with Dr. Stoddard?

A. He's only looking at the hand.

Q. Have you told him about the other issues?

A. Yes.

Q. Have you asked him for treatment for the other issues?

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A. No.

Q. Why not?

A. 'Cause the treatments, I -- I can't pay for them.

Q. But he's treating your hand, right?

A. Yes.

Q. But you haven't asked him to treat any of the other things?

A. No.

I told him about the -- about my shoulders, and he did X rays.

Q. All right. And what did he tell you about your shoulders?

A. That he didn't see any broken bone.

Q. Has he done any additional workup?

A. He did X rays to my -- to my hand to see how it was sticking together.

Q. And has he done any X rays or any testing on your -- either of your hips?

A. No.

Q. How about your upper back?

A. No.

Q. Okay. How about your neck?

A. The neck, yes.

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Q. Okay. What did he do for your neck?

A. He took -- he took X rays.

MS. LOOPER: All right. I think those are all the questions I have. Your attorney may have some questions for you.

EXAMINATION

BY MR. DUBOIS:

Q. I just have a couple of questions. Francisco, do you or did you ever have a written contract with May River for your work?

A. Contract. We have -- we have contracts on jobs that's going to last for a while, like one month, two months.

Q. How long are the jobs usually?

A. Three days, four days.

Q. Are we talking about residential roofing or commercial roofing?

A. Residential.

Q. You referred in your testimony to a case. Can you tell me what the case is? Can you describe that case?

A. Basically it's 10 square feet of shingles. In one case -- there's three bundles within one case.

Q. Is that, then, the same as like a

square? Is that the same thing?
A. Yes.
Q. So the $60 is per square or per case?
A. Yes.
Q. Who gave you the T-shirt that said May River?
A. My boss.
Q. Okay. What's that person? Antonio?
A. Yes, Antonio.
Q. Okay. When they gave you the shirt, did they tell you that you had to wear it?
A. Yes.
Q. Okay. Do you still have the shirt?
A. Yes.
Q. Did they give you more than one?
A. Yes.
Q. Do you know how many they gave you, approximately?
A. Like 12.
Q. How did May River Roofing find out about your injury or your injuries?
A. They went to visit me at the hospital.
Q. Antonio?
A. Yes.
Q. Okay. Would you be able to do the

roofing work now if your brother Enrique wasn't helping you?
A. No.
MR. DUBOIS: All right. That's all my questions. There may be some more follow-up questions.
MS. LOOPER: No. I'm done. Thank you.
(The witness, after having been advised of his right to read and sign this transcript, does not waive that right.)
(The deposition was concluded at 3:43 p.m.)

SIGNATURE OF DEPONENT
DEPONENT: FRANCISCO CEDANO RAMIREZ
DEPOSITION DATE: April 26, 2016
REPORTER: TRISHA M. THOMAS
AWR JOB #: 160426tmt
CASE CAPTION: FRANCISCO CEDANO RAMIREZ vs. MAY RIVER ROOFING, INC., et al.

(Please return both Signature of Deponent pages)

I, the undersigned, FRANCISCO CEDANO RAMIREZ, 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

SIGNATURE OF DEPONENT (CONTINUED)
DEPOSITION DATE: April 26, 2016
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PAGE	LINE	CHANGE	REASON

FRANCISCO CEDANO RAMIREZ, Date

I, Trisha M. Thomas, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent pages within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

TRISHA THOMAS NOTARY PUBLIC SOUTH CAROLINA

TThomas

Trisha M. Thomas
My Commission expires
February 2018

CERTIFICATE OF REPORTER

I, Trisha M. Thomas, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

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 1st day of May, 2016, at Bluffton, Beaufort County, South Carolina.

TRISHA THOMAS NOTARY PUBLIC SOUTH CAROLINA

TThomas

Trisha M. Thomas,
Court Reporter
My Commission expires
February 2018

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REQUESTED INFORMATION INDEX

(No Information Requested)

EXHIBITS

(No Exhibits Proffered)

BEFORE THE SOUTH CAROLINA
WORKERS' COMPENSATION COMMISSION

FRANCISCO CEDANO RAMIREZ,
Employee,
vs. WCC NO. 1600686

MAY RIVER ROOFING, INC.,
Employer,

and

AMERICAN ZURICH INSURANCE COMPANY,
Insurer.

30(b)(6)
DEPOSITION OF: LESLIE SANDOVAL

DATE: April 26, 2016

TIME: 3:47 p.m.

LOCATION: Naert & DuBois, LLC
22 New Orleans Road, Suite 1
Hilton Head, SC

TAKEN BY: Counsel for the Employee

REPORTED BY: TRISHA M. THOMAS

A. WILLIAM ROBERTS, JR. & ASSOCIATES

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LESLIE SANDOVAL
being first duly sworn, testified as follows:
EXAMINATION
BY MR. DUBOIS:

Q. Okay. Good afternoon. Is it Ms. Sandoval?

A. Yes.

Q. Ms. Sandoval, tell me your first name, if you would.

A. Leslie, L-E-S-L-I-E.

Q. S-A-N-D-O-V-A-L?

A. Yes.

Q. Okay. My name is Joseph DuBois. I am Francisco's attorney in this workers' comp claim. You're here today to give a deposition. I believe we asked for the -- a deposition of May River Roofing, and I believe you probably were nominated to come and speak on behalf of the company --

A. Yes.

Q. -- so I thank you for being here to give your testimony.

Before I begin the examination, let me go over the rules about depositions. It's a question-and-answer process.

A. Okay.

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Q. I know you sat through Francisco's, but I want to still go over the rules. It's a question-and-answer process. I'll be asking you questions, and I ask that you give verbal answers. And it's sworn testimony, so I ask that the answers be truthful, but I ask that they verbal because they're making a transcript of the proceedings, and that way we'll know what you're saying.

If you answer with hand gestures or head nods or nonverbal responses, it's very hard to record those, so I'd just ask that you answer with a yes or no or a true or a false and then we'll know exactly how you're responding.

A. Okay.

Q. If you need to take a break -- and I don't expect we'll be here for very long, but just let me know, and we can take a break.

If you don't understand any of questions, just say so, and I'll rephrase my questions.

A. Okay.

Q. I'm not trying to trick you or anything like that. I just want to ask you questions that you understand so you can respond.

If we do take breaks or even if we don't, you're here to testify in your own behalf. You can't consult Ms. Looper or another attorney, so just do the best you can.

A. Okay.

Q. There may be objections. As I objected to some of the question, Ms. Looper may object, and that's fine. Typically, though, you'll still have to answer the question. Okay?

Do you have any questions for me about those basic instructions?

A. No.

Q. Okay. Have you ever given a deposition before?

A. No.

Q. Okay. Well, congratulations.

I want to start off about what is your relationship to May River Roofing? How are you sitting here today?

A. I'm the office manager there.

Q. Okay. May River Roofing is a corporation; is that correct?

A. Correct.

Q. Are an owner of the corporation in any way?

A. No.

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Q. Okay. Do you know who owns that corporation?
A. Jose Antonio Sandoval.
Q. You guys have the same last name. What's your relationship?
A. Father.
Q. Okay. Okay. You run the office. Does he run the actual roofing work? Is that correct?
A. Yes. He meets with clients, and he supervises jobs.
Q. Okay. How long have you been the company's office manager?
A. Two years. But I've been working with May River Roofing for eight years.
Q. Okay. Have you known Francisco prior to today?
A. Since he started there.
Q. Okay. And when was that?
A. About three years ago.
Q. Okay. Is Francisco an employee of May River Roofing?
A. He's a subcontractor.
Q. Okay. It's odd that he has a shirt. Would you agree?
A. No.

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MS. LOOPER: Object to the form.
THE WITNESS: They're -- we give out a ton of shirts during the week. I want to say we give out about ten shirts a week. Sometimes we don't even meet the people that we give a shirt to. Sometimes we give them out to clients. Our landlord has a shirt, so it's --
We do make them wear shirts at the job site. Everyone that goes to the job site -- subcontractor, employee, even myself -- has to wear a shirt just because of advertisement purposes.
BY MR. DUBOIS:
Q. Do subcontractors like Francisco receive anything else other than a shirt that has May River Roofing advertising on it?
A. Yes.
Q. What?
A. Hats, sweatshirts. Once in a while, for really good guys, we -- we'll give them really expensive jackets, for construction. They do have magnets on their trucks, and I want to say that's about the only advertising that we do.
Q. Okay. Do you agree that -- scratch that. I'll ask a better question.
The testimony was that some of the

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residential jobs that Francisco has worked on are three-day jobs, short jobs.
A. Uh-huh.
Q. Is that correct?
A. Correct.
Q. Would you agree also that the jobs that Francisco works on are residential in nature?
A. Correct.
Q. Okay. Do you know the job, specific job, that Francisco was working on on the date of the injury, which was January -- let's see here -- January 18, 2016?
A. Yes.
Q. Okay. Can you tell me where that job was or what it was?
A. It was in Beaufort. It was a residential job.
Q. Okay. Do you know the address or the neighborhood even?
A. No.
Q. Okay.
A. That was a job we were subcontracted for, so --
Q. Okay. To do roofing work, I suppose?
A. Yes.

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Q. Okay. Who was the general?
A. Oh. Anchor Construction.
Q. Does May River Roofing -- scratch that. Did May River Roofing provide to Anchor Construction a certificate of workers' comp insurance?
A. Correct.
Q. It did?
A. Uh-huh.
Q. Okay. Does your office have a copy of that somewhere?
A. Yes.
Q. Okay. I'd ask you to send that to your attorney so we get that.
A. Okay.
(This page contains information to be supplied by counsel and/or the deponent.)
BY MR. DUBOIS:
Q. Bull Point?
A. Yes.
Q. You guys do work in there?
A. No.
Q. Okay. Do you remember generally what jobs May River Roofing was doing work on during January of 2016?

A. We have a residential job every week, so I don't know. It's too many addresses to remember.

Q. Well, is there some way we could find out? I'm interested in the knowing the precise physical location of this --

A. Oh. Of Bull Point? Absolutely. I can get you that address for that project, yeah. It's the only house we've done there.

Q. In Bull Point?

A. Uh-huh.

Q. Okay. That should make it easier.

A. Yeah.

Q. Do you know how many people May River Roofing had working on this particular job at Bull Point?

A. We had a subcontractor before Cedano Roofing that we worked with and then -- he did the prep work, but he was not available to do the actual job, so Cedano Roofing did it.

Q. Do you know how many employees Cedano Roofing had working on this particular job?

A. It is my understanding that he had one. My only contact with him is just his invoice. I pay. Or the work orders that I send and then --

yeah. That's it.

Q. But does your father supervise the actual work?

A. Once it's completed. We rarely go while he's there. We -- he's been working with us for two years --

Q. Right.

A. -- so we trust him.

Q. Okay. But that inspection at the end of the job and then you know whether the work has been performed or not?

A. Yes. He's usually not there though when it's done. Or his workers.

Q. Okay. I think the testimony was -- and I'm just -- as best I can recall -- that --

A. Uh-huh.

Q. -- that Francisco had someone working with him on the day of the accident. Would that be surprising to you?

A. No.

Q. Would that be unusual?

A. No.

Q. Okay. Who was the prep work contractor on this -- this job?

A. His --- his business is -- his name is

really long. Jose Alberto Jimenez.

Q. Could you spell that for me?

A. J-I-M-E-N-E-Z. He has another last name, but I just can't remember.

Q. Okay. Does his company have, like, a d/b/a, or do you know?

A. Yeah. No, no. It doesn't.

Q. Okay. Okay. Did you hear the testimony that somebody from May River Roofing Company came to the hospital to visit with Francisco?

A. Yes. It is -- we have mutual friends, my family and Francisco's family. It is my understanding that one of his cousins called my dad to let him know after he was already at the hospital.

Q. Did Antonio go to the hospital?

A. Yes.

Q. Why is -- scratch that.

Okay. Are there written contracts with Cedano Roofing for these jobs?

A. Yes. In -- for big projects. That one, he signs the agreement after. It's just easier since I don't have any contact with him throughout the week, just whenever he comes and

picks up his check.

Q. Okay. So is there a contract that was signed afterward on this Bull Point job?

A. Yeah. He signs an agreement on the bottom of the pay stub that says he has worker -- workers' comp, general liability, that he issues out a three-year warranty in case there's something wrong with the project. Usually, if it doesn't leak within the year, it won't leak ever.

Q. Okay. And he does that after the job is completed?

A. Uh-huh.

Q. Is that a yes?

A. Yes.

Q. Okay. Did he do that for this particular job, afterward?

A. Yes.

Q. Okay. The question, then, is does he provide the certificate of insurance for every job?

A. No.

Q. When does he provide that?

A. On a bimonthly basis we receive a copy from his carrier.

Q. Who is his carrier?

A. Well, PC & L.

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Q. Is it the same one that I've seen -- and I'll make photocopies if anyone wants to look.
(Off-the-record conference.)
BY MR. DUBOIS:
Q. I'll ask you more about that after we can actually look at it.
A. Okay.
Q. Does Francisco's cousin Enrique work for May River Roofing?
A. No. I've never met him.
Q. Okay.
MS. LOOPER: Just for the record, I think the testimony was it was his brother.
MR. DUBOIS: Brother. I'm sorry.
Yeah. It does say cousin.
BY MR. DUBOIS:
Q. Okay. I guess we're talking about all residential jobs, but what -- so what makes a job larger, that maybe there's a written contract at the outset, versus small? Or maybe there's not. Is there any kind of --
A. The amount of square feet.
MR. DUBOIS: Thank you.
THE WITNESS: I guess to put it into perspective, it would not take the same amount of

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time to do a two-bedroom house than it would take to do a five-bedroom house.
MR. DUBOIS: Sure, sure. Absolutely.
Let's mark this as Exhibit, I think, 1.
MS. LOOPER: Yes.
(PLF. EXH. 1, Certificate of Liability Insurance, Ramirez - APA-119, was marked for identification.)
BY MR. DUBOIS:
Q. Okay, Ms. Sandoval. You've been handed what's been marked as Exhibit No. 1. If you would, take a moment and look that over and then we'll -- I'll ask you some questions.
A. Okay.
Q. Is this a copy -- true and correct copy of the certificate of liability insurance that Francisco provided to you? And when I say you, I mean May River Roofing.
A. Yes.
Q. This was provided to me pursuant to my subpoena. Did you have a personal involvement in collecting this and providing it as the office manager?
A. I don't know, this one in particular. Sometimes we ask him to provide it for us.

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Sometimes we call the store directly or the office directly. I can't tell you.
Q. You mean a PC & L office?
A. PC & L, uh-huh.
Q. Okay. Well, as best as you can recall -- and if there's someone else that may have a different recollection, we can ask that person too, but as best you can recall when did you first receive this document in any form?
A. On the date -- since he was already working for us during that time, when it renewed, they send me a copy. So this had to be given to me on that day, the 6/2/2015.
Q. Okay. I'm sorry. I don't see 6/2/2015. Can you bring that to my attention?
A. On B.
Q. B. Okay. I see it now. Thank you.
A. No problem.
Q. Okay. The question, then, that that begs is what job was Francisco providing this certificate for on 6/2/2015?
A. It was -- if -- it was the first time that I received it. It was a renewal, so he didn't give it to me for a particular job. He just gave it to me in general. I don't even think he gave it

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to me. I think his insurance automatically send it over.
Q. Why do they do that?
A. They -- even with my insurance, if I have -- I have -- we have about ten general contractors. When we renew, our -- our insurance carrier will send out certificates to all of our certificate holders. Just like, if it was canceled, they would send them a cancellation notice. It's just standard procedure.
Q. I do agree you're listed as certificate holder on this.
A. Uh-huh.
Q. And when I say you, I mean your company.
A. Yes.
Q. But it seems like -- it just seems like this would have been provided -- by my estimation, if the Bull Point job started in January -- six, eight months earlier. Would you agree with that?
A. We also had certificates --
MS. LOOPER: Object to the form.
THE WITNESS: -- sent out in December --
BY MR. DUBOIS:

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Q. First --
A. Yes.
Q. -- do you agree with that?
A. Yes.
Q. Okay. Now please explain.
A. I can check on the dates. I wasn't prepared for that question, but I am almost a hundred percent sure that we have a certificate that was sent out in December. We had an audit in December, so we asked for new certificates, so it would have been a month before Bull Point.
Q. Well, this one says that Francisco was excluded from coverage. Do you agree there?
A. I don't know where it says that.
Q. The same part B, same part as the date, to the left. Do you see the portion on the --
A. Officer excluded?
Q. Any proprietor, slash, partner, slash, executive officer, member excluded. And then do you see the big Y?
A. Yeah. I see that.
Q. Okay. Is this substantially the same as the other ones that you seem to recall?
A. It's the same. I -- to be honest, I don't know a lot about insurances, so I just

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receive the paper and I put it in a file. It's a requirement for our insurance, so I make sure that we have it.
Q. Sure.
A. I'm not an expert, certainly.
Q. Oh, absolutely. I guess I just -- the question is did May River Roofing know upon the receipt of this document, or whatever similar version it was, that -- that Francisco was excluded from coverage?
A. I would have been the one that received it. And the way it usually works is I receive it. I check the dates. I check that we're on there. I file it. I mean, I -- like I said, I don't know a whole lot about insurances, so just --
Q. Sure.
A. I know what my insurance requires me to know. That's about it.
Q. Yeah. Well --
A. Yeah. Know more about roofing than I do about insurance policies.
Q. I think your attorney may be subpoenaing an insurance person. Maybe that'll help.
But my question is did May River

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Roofing know that Francisco was excluded from his own coverage when he started working there?
A. I wasn't aware.
Q. Did anyone else look? I mean --
A. I would be the only one that receives this. That's why they sent me over, 'cause I would be the only one that receives this.
Q. Sure. Does May River Roofing have the opportunity to -- if he's a subcontractor -- hire him for any particular job or choose not to?
A. We don't -- we choose not to.
Q. Why not?
A. It's just -- I do the hiring as well. It's just too tedious. Like I was telling -- well, I'll just tell you, so -- roofers are very unstable. We tried to hire somebody this Friday, actually. They never showed up Monday. We gave him T-shirts. We were really excited he was going to come. He won't even answer the phone.
For that reason we decided to stop hiring directly and just subcontract all of our labor. It's just better because when they own their own business they're more dedicated to it. If they try and work with us directly, they don't care.

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When I tell you we spend -- we give out ten T-shirts a day -- week. That's very minimal. We usually give out more. We've tried giving out incentives. They just don't stay, so we made the decision not to hire anyone directly anymore.
Q. Okay. So as a business decision, it was decided to make relationships with people like Francisco as independent contractors rather than employees; is that correct?
A. Yes. They take better care of their business, so it's just better.
Q. Sure. Well, I --
A. It makes sense.
Q. -- I understand that.
A. Yeah.
Q. Are you confident that during this job at Bull Point --
A. Uh-huh.
Q. -- that Francisco's company -- it was a sole apprenticeship -- that his company was a subcontractor of May River?
A. Yes. A hundred percent.
Q. Is it clear that he was at the time of the injury working in that regard as a subcontractor for May River? Is that --

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A. Correct.
Q. Okay. Francisco testified that he contacted somebody from May River when his employment with Pana Roofing ended. Do you know that to be true?
A. Yes. I was an intern at the time there, and I'm the one that changed a whole lot of things that has happened there. But when he came in, we had other subcontractors. I do recall that my dad didn't want to -- well, Antonio didn't want to hire him because he was Pana roofer -- Pana Roofing's subcontractor.
We just don't like conflict with other roofing companies. We tend to just mind our own business.
When he came to us, we hired him on a -- not hired him. I guess we worked with him on a trial basis. We only used him whenever we had a whole bunch of work where our other subcontractors couldn't do the job. So if our subcontractors that we had at the time could do it, they would it; and if we had an extra amount of work, then we'd give him a call. But for a long time he just worked off and on.
Q. How about now?

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A. Now, he's -- we keep him busy. We don't have any kind of agreement where it says that they can't work anywhere else because we figured out that doesn't work.
Q. Like a noncompete?
A. If anything, they feel -- they feel like they have to do it even more, so we -- they're free to do whatever they want, but we keep them busy. That's our only way to keep them around.
Q. Sure.
A. So -- so we do keep him busy.
Q. So there's no written contract -- I think what's called a noncompete -- with his company; is that correct?
A. Exactly. And I feel like, if anything, we encouraged him to grow. Unfortunately, he has not been able to do it, but my dad started as a subcontractor for someone else. So if they're good roofers, then we want them to grow.
Q. Okay. Well, is Francisco, to your knowledge, a good roofer?
A. Yes.
Q. Okay. Okay. Do you agree about the $60 price per case or per square?
A. Per square. Uh-huh. That was a

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mistranslation. A square.
Q. Okay. And a square is a 10-by-10 square --
A. Ten square feet, yes.
Q. And do you agree about the $25 per hour repair charges that he occasionally undertakes?
A. No.
Q. Tell me the difference. What do you think?
A. I think that was also a mistranslation. I don't know where he gets the $25 per hour. My guess is -- and this is my guess -- is -- I am Francisco. My guess is what he said was that he estimates about twenty-four -- five dollars per hour and that he sends us the number.
What I see -- I do the paychecks as well or the -- I don't know what to call them. But I do his check, and whenever I get his invoice it just says 380 or 480. I've never seen a per hour cost, and I would be the only one to deal it, so I can tell you I don't know where $25 per hour came from.
Q. Okay.
A. Yeah. And I'll send out the e-mails to you guys so you'll see that nowhere in there it

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says $25 per hour.
Q. Well, I'm just --
A. They always send to me.
Q. You, I guess, are the person that approves it or declines it. Am I right? Am I right?
A. Yes and no. If I see that we charge $560 for a job and he's charging me 720, I'll tell Jose or Antonio, hey, this is this amount and we charged this amount, can you talk to him. And they'll discuss it.
Francisco and I don't really discuss that kind of pricing. He has a standard amount. Or he'll send me the invoice, and if I see that relative to the cost that we charge it's fair, then we'll --
Q. Approve it?
A. Approve it, yeah. Or I'll approve it, yeah.
Q. Sure. And do you have -- and maybe you've had an opportunity to review this. Maybe not. But I get to ask, so I'll ask.
A. Uh-huh.
Q. Do you have any idea how much money May River Roofing paid Cedano Roofing in 2015, for

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example?
A. I don't recall, but I know it was within the six-figure number, yeah.
Q. Okay. And of that, presumably some portion went to Francisco as a person that works for Cedano Roofing. Would you agree, probably?
A. Yes.
Q. Okay. Okay. The part about Espy Lumber, do you agree that Francisco has liberty to charge materials for jobs to the Espy Lumber account that it holds?
A. All of our subcontractor do, even subcontractors that don't really work with us on a regular basis. There's carpenters that have probably worked with us once or twice, and they'll call -- they'll go to Espy. Espy will call us and tell us so and so is here; do you approve. And we'll approve.

Most of the times I already have a heads-up that they're going over there, so I know to authorize it. But they'll call me to verify that Cedano Roofing is there.
Q. Do you know -- just give us a list of examples, if you could name some, of what types of materials Cedano Roofing gets from Espy Lumber on

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May River's account.
A. If it would be for a repair, which is usually what it would be for, it would be a piece of plywood. It would be something small. Piece of plywood, maybe some caulking. Just stuff that's required for that particular project.
Q. Okay. And do you agree that May River Roofing provides the roofing shingles for these residential projects?
A. Yes. We provide all the materials for all of our subcontractors.
Q. Okay. And how about tools? I think testimony was that some tools came from Francisco.
A. All tools are from Francisco.
Q. Okay. Even nails?
A. Nails wouldn't be considered a -- technically, we provide everything that we charge the owner for.
Q. Okay.
A. So when I estimate the job, I'll come up with a list of squares, a list of nails, a list of felt paper, just all the stuff that we need to do for that particular project. Sometimes there's stuff left over, and I never see it. They just kind of toss it out.

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So everything that I charge the homeowner for in the itemized estimate, then we provide. If it's something that -- let's say a caulk line to measure the roof or a ladder or his -- his harness, then they'll -- they'll provide all of that.
Q. Okay. Let's talk about the work itself.
A. Uh-huh.
Q. Is Francisco instructed as to when these projects need to begin in the morning or --
A. No. Like, for example, today, we weren't aware that -- I mean, we knew because of our conversations with our attorney that he would be here.
Q. I don't want to hear about those.
A. No.
Q. They're protected.
A. No, no, no. But he -- we didn't know that he wasn't going to be working today, so he took the day off. It's not like with a general job that you have to call in, hey, I can't be there that day or where you have to give a ten-day notice or something like that.

He -- he determines when he's in or out

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of the job. If his son has a soccer game or a soccer tournament, then he'll leave and, you know, he'll do whatever he needs to do. He's basically on his own time.
Q. Okay. Well, is there a deadline for these jobs? I mean, do you tell Francisco --
A. No.
Q. -- for example, you have to have this job done --
A. We -- we have a general idea of when the project's going to be over.

Right now he's working on a house, and I know that's going to take three to four days, so he might be done Wednesday but -- like today he took off, so I know he also might be done Thursday. So his next job, I'll schedule it for Friday just to be on the safe side.

And if he does finish Wednesday and he has Thursday available, our policy is to keep them busy so they won't go, you know, work for someone else, so I'll find out, like, oh, maybe this repair can be done or maybe he forgot to do this here or my dad will go and inspect the job and maybe he didn't do something correctly, so we'll send him back to finish -- to fix what he needed to fix,

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but, you know, I just keep the three- to four-day policy, depending on the amount of squares, so --

Q. Okay.

A. I work on that schedule.

Q. Okay. Is there any way to know more about this specific job from May River Roofing's office documents? Is there more of a description?

A. I can give you the amount of squares and stuff like that?

Q. Yeah. That kind of information. And I can I send another subpoena, but my general question is is there more to do with how many people were working, if -- and I think you've said May River Roofing wasn't the general. They were a sub of the general.

A. Uh-huh.

Q. So how many subs might have been under May River Roofing. That's sort of like a project file. Does May River have, like, a project file for this?

A. We don't. We run a ton of projects. I guess not in a week, but in a yearly basis it accumulates, so usually what we do is I'll get the in -- we have a big folder when we're doing a project, so it'll have a picture of the house.

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it'll have who is doing the house, the list of materials that I came up with, any permits.

That house, we didn't do the permit because we were subcontractor, but usually when we're doing the house directly we'll have the permits there and --

But once a project's over we'll pull out the invoice. We'll write Cedano Roofing did the job. Once I pay him, I stamp it paid. Once I get paid, I file it. And that's all I'll have for that project because we have so many of them.

Q. Okay.

A. Yeah. So all I have right now is the invoice with his name. And he had just started working there, so I don't believe that he finished everything.

Q. Okay. He had just started?

A. I can go back and check.

Yeah. I think that was his first or second day there.

Q. Okay.

A. Uh-huh.

MR. DUBOIS: Let's take a very short break, if we will, and I shouldn't have too many more questions.

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THE WITNESS: Okay.

(A recess transpired.)

BY MR. DUBOIS:

Q. Okay. Ms. Sandoval --

A. Uh-huh.

Q. -- I have the date of the accident that we're here about today as being 1/18/16.

A. Uh-huh.

Q. Does that sound correct to you?

A. Yes.

Q. My goodness. I think I found the address in the EMS records as being 78 Tomotley Barony Road. Does that sound --

A. Tomotley Barony Road is correct. I don't know if it was 78 or 79. I can double check on that number.

Q. Okay. And then I guess from one of the documents that there were provided to me during the subpoena response there's some sort of a $1500 payment indicated, 1/26/16, and it says bill number 78 Tomotley.

A. Uh-huh.

Q. Is that associated with this project, to your knowledge?

A. Correct, yes.

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Q. Okay. One of the other documents that was provided was a W-9 tax form that indicates Francisco Cedano has an employer identification number of [redacted] is that something you that required of Francisco?

A. Yes.

Q. Okay. For what purpose?

A. 'Cause he's self-employed. If he would have been one of our -- if he would have been employed by us, then I would have given him a W-4, but since he was going to be self-employed and own his own business, then we gave him a W-9 to fill out. I give him a 1099 at the end of the year.

Q. Okay. There's signatures on a page, and I'll reference -- if you want to following along, it's APA-120. There's some initials of signatures. Looks like TASA or JASA. Do you know who that might be?

A. JASA, that's Jose Antonio Sandoval.

Q. Okay. The reason I ask, the last A, do you know what that stands for?

A. Alanis. That's his second last name.

Q. Okay.

THE REPORTER: What is it?

THE WITNESS: Alanis. JASA, Jose

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Antonio Sandoval Alanis, A-L-A-N-I-S.
BY MR. DUBOIS:
Q. Okay. There's four contractors listed, and I just want to list them. Maybe you can just help me identify them.
A. Uh-huh.
Q. Francisco Cedano, that's the claimant.
A. Uh-huh.
Q. Jose Jimenez?
A. That's who I mentioned before.
Q. Okay. Anthony -- looks like Hayes?
Hag?
A. Hega. He was employed by us before.
Q. Okay. He's listed as a contractor though.
A. Yeah. He --
Q. Was he both?
A. He did it by mistake, and I didn't want to edit anything out, so I just go ahead and send it like it was.
Q. Okay.
A. But we know what it said when he signed it. There was a stack of papers that I went over with them, and we put them to the side, and he picked up something that he wasn't supposed to pick

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up, but he does that all the -- well, he used to do that all the time.
Q. Okay. And then Sandoval something and the initials look to be RSA. Do you know who that might be?
A. Raul Sandoval.
Q. Okay. Another roofer for May River?
A. Uh-huh. Yeah.
Q. Okay. All right. Did May River Roofing ever receive records from Beaufort Memorial Hospital?
A. No.
Q. Okay. It looks like Beaufort Memorial Hospital issued activity restrictions or additional instructions to Francisco on January 18, 2016 --
A. Okay.
Q. -- that said no deep sea diving or flying for six weeks. Have you ever heard of this?
A. No.
Q. And then it refers Francisco Cedano to Leland Stoddard. That's the doctor's first name. Is May River aware of that?
A. No.
Q. Okay.
MS. LOOPER: Off the record for just a

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second.
(Off-the-record conference.)
BY MR. DUBOIS:
Q. And prescribed Francisco oxycodone, ibuprofen, and docusate sodium. May River aware of those --
A. No.
Q. -- medications?
And apparently put Francisco in a cast. Was the company aware of that?
A. I saw the cast.
Q. Okay. And describes a fracture of distal radius and ulna as well as something called pneumothorax. Are you aware of that?
A. No.
Q. Has May River Roofing provided to Francisco any temporary disability compensation since the accident?
A. No.
Q. All right. Is there any particular reason?
A. He's not our employee. If anything, I'm not -- yeah. No. I just don't know what we would or --
Q. Sure.

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A. Oh. We did give him -- and this wasn't so much our company. The guys collect copper, and we ask them to bring it back so -- and this was just nice. It had nothing to do with the company, but our guys -- all the subcontractors collect the copper that they remove from the roof, and that is there in case somebody gets hurt. Like we're not thinking anything big like that.
We tell them to, like, use a harness, and, if anything, I buy them online and I'm like, hey you want a harness. Like we don't make any profit off that. We just tell them, like, they're there. They're available. You don't even have to go anywhere else. They're here.
So -- so we did not foresee any activity like this 'cause we tell them 24/7 be safe, but we collect that just in case they have a cut, or one time we had a guy, like, got dust in his eye and had to go get his eyes cleansed. For small stuff like that we collect the copper. We went and sold it, and we gave Francisco the money that we had off all the copper that we had accumulated, but that was just to be nice 'cause we appreciate him as subcontractor.
Q. Sure.

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A. Yeah.
Q. Do you know the -- do you remember the amount?
A. It was $2,000.
Q. Okay.
A. Yeah. And we did it front of all the other subcontractors. We had a cookout once he recovered, and he came and we -- you know, my dad explained to the guys that that's why it was important to bring the copper back, that we understood they could keep it or, like, do whatever they wanted to do with it, but it was nice to have it there just in case any of them got hurt. It was to help them out.
Q. Okay.
A. Yeah.
Q. When did -- and these are your words. They're not mine, I assure you. But when did Francisco recover?
A. I don't remember. I know he came -- he came, like -- to be honest, I don't remember. I want to say a couple weeks, but I don't know.
Q. Okay.
A. Yeah.
Q. Well --

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A. Not recover completely but was walking.
Q. Well, here's the problem. It looks like somebody attempted -- I'm looking at APA-106. And I'm glad to show you a copy of it.
A. Yeah.
MR. DUBOIS: And maybe we can just mark it. Do you need a copy? Do you know?
MS. LOOPER: No. I've got a copy.
MR. DUBOIS: Let's mark this as Exhibit No. 2.
(PLF. EXH. 2, Payment record, Ramirez - APA - 106, was marked for identification.)
BY MR. DUBOIS:
Q. So we're handing you what's been marked as Exhibit No. 2.
A. Uh-huh.
Q. Just take a moment, if you would, and look over that document.
A. Okay.
Q. Have you had a chance to look that over?
A. Yes.
Q. Okay. That was a document that we were looking at earlier, but I want you to actually really closely look at it, if you would.

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A. Okay.
Q. It looks to me to be some sort of a paycheck stub or pay stub or check stub.
A. Correct.
Q. Do you agree with that?
A. Uh-huh.
Q. And it looks to be identifying the Tomotley payment, $1500, and it looks to be dated January 26. Do you agree there?
A. Correct.
Q. And so that would be eight days after the fall --
A. Yes.
Q. -- by my calculations.
A. Yes.
Q. Do you agree there?
A. Uh-huh.
Q. And in order for Francisco to receive this payment for the work that he had done as an independent contractor --
A. Okay.
Q. -- it looks like somebody attempted to get him to sign away his rights to bring a claim in order to get paid.
A. Oh, no.

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Q. Do you see that?
A. This is something that he -- he was made aware of when we hired him. Before it used to be a longer contract, and we have copies of the other contract. He was made aware that he had to sign contracts per job, and in order to accommodate him -- 'cause he lives in Hilton Head, and our office is in Bluffton.
So in order to accommodate him and make life easier on him and a lot of other subcontractors, we allow them to sign after the fact instead of before the fact because otherwise he will have to drive out to Bluffton, sign the agreement, then drive back to Hilton Head and do the job. Or drive out to Bluffton, sign the agreement, then drive out to Beaufort, which we rarely do work in Beaufort, but let's say that was the case in this scenario. He would have wasted half his day running errands, you know, trying to sign this.
So in order to make their life easier, which I had explained before, we allowed them to sign the -- the agreement afterwards, just to let it go.
And at the same time they have to

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provide a three-year warranty, which was a separate contract, so we just merged them together to make things easier and keep less paperwork.

Q. I mean, is this the -- when you say agreement, is this what we're looking at --

A. Yes.

Q. -- or is there something more?

A. Before it used to be longer. When -- once we decided to make it one thing it became the small thing, but before it used to be like a page-long agreement.

Q. Okay. So this is the agreement for the subcontract on Tomotley --

A. Yeah.

Q. -- what you call Tomotley; is that correct?

A. Yeah.

Q. What's been marked as Exhibit No. 2, but it's also marked, if you look at the bottom, as APA -- what number is it?

A. 106.

Q. 106. So what exactly are we agreeing to here? Let's go through line by line.

A. He --

Q. By signing this I agree --

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A. Uh-huh.

Q. -- that May River Roofing, Incorporated has paid me in full for the project(s) stated.

A. Okay.

Q. Is that what Francisco is signing?

A. Yes.

Q. Okay. And sometimes he's asked to sign these before the job is done; is that correct?

A. No. Like I said, we merged two documents together. Before there was a thing where it said how much he was going to be paid, which was a pain because, like he mentioned, there are times when he has to do repairs, so we had go back and edit the document or, like, write on the side.

So that -- that was -- it wasn't a very effective way of doing it, but before we had an agreement for the project, let's say, this -- he's going to do 56 squares. Let's say it's times $2. So we're going to pay him $112 for this project, right, and that during this project he had to have workers' comp and general liability.

Well, it was very inefficient because whenever -- and we do the same agreement for big projects, which is still very inefficient, but we had to just do it because it's a longer project,

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but --

So we allowed for him to -- we allowed for everyone to merge the two things, so paid in full, have my workers' comp, and three-year warranty, to avoid all the paperwork and to avoid him having to make a stop at office all the time because it was just bad for them, mostly.

Q. Okay. I understand all of that.

A. Uh-huh.

Q. I guess I just want to know if we can just maybe list, like, what are the things that are being agreed to with this contract?

A. That he had workers' comp.

Q. Okay.

A. Right.

Q. Would you agree he did?

A. And general liability.

Yeah.

Q. Let's go through. Do you agree he had that?

A. Yes.

Q. Okay.

A. That he --

Q. General liability. Would you agree he also had that?

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A. Yes.

Q. Okay.

A. That he signs for three years, the guarantee, and that he was paid in full.

Q. Did he do the guarantee? Did he warrant the work for three years?

A. Yes.

Q. Okay. What else?

A. And that he was paid in full, which we did pay him in full.

Q. Okay. And we can't tell -- but maybe we can. Is 3440 the entire payment for this project?

A. No. That's why it's highlighted.

Q. Okay.

A. And it's just the 1500.

Q. Okay. So that's the entirety of the payment for this project --

A. Yes.

Q. -- or could there have been partial payments?

A. No. That was it.

Q. Okay. Okay. What about the part about waiving claims? Tell me about that. As you can imagine, that really concerns me.

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A. Okay. Because there's been times when -- and it hasn't happened to us, but we -- we just tend to stay very on the safe side. We like to do things right; and, unfortunately, we know there's people who don't like to do things right.

Q. Sure.

A. So there's -- we've heard of people who get paid and then -- or get paid under the table or -- just craziness -- and then they come back and they say, oh, well, I've never been paid for this 'cause you don't have a check to prove it or, you know, it was supposed to be more. So we make sure that we let them know you've been paid in full and you can't come back and say we haven't paid you in full because we just paid you in full.

Q. Okay.

A. Uh-huh.

Q. Does that refer, then, to payment claims or nonpayment --

A. Yeah. Payment claims. Yeah.

Q. Okay. Not necessary workers' comp claims?

A. Well, I mean, he wouldn't do workers' comp claim because he's a subcontractor. At least that's my understanding.

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Q. Well, I assure you he has.

A. That's my understanding.

Q. Yes. Okay. And the guarantee, is this the issue of written guarantee, or how do we know --

A. That's just -- that's the guarantee, that by signing that he guarantees that he's going to come back if there's any problems.

Q. Okay.

A. Which the guys are so nice, usually they don't need that, but that's just --

Q. They just take care of it?

A. -- to be safe.
Yeah.

Q. Okay. I think part of the issue is -- are you familiar with the term called a change order?

A. No.

Q. Is that something you're familiar with?

A. No.

Q. Well, in a typical arm's length construction project, if you need to change what's being done, you just do a change order, and everybody writes it down and agrees to it.

A. Oh, okay. That type of change order.

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Yeah.

Q. Does this relationship between May River and Francisco ever involve change orders?

A. No. Like I said, just having to do paperwork would be so tedious for the guys. For me, I don't care. I sit there all day long, so they can come and sign papers all day long. I'm still there, you know --

Q. Right.

A. -- whether they're going there or not. But for the guys it would be very inefficient, especially for somebody like Cedano who has his own business, you know, for him to have to take time out of his day to drive out there to sign a change order or for him to, like, have to come up with the paperwork to, like, send me a change order.
You know, it's already very time consuming for him to send me the invoice to begin with, you know, and so -- and he's getting paid for that. Just imagine, if he wasn't getting paid, then he would never get anything done.

Q. Right.

A. Yeah.

MR. DUBOIS: All right. I think that's all my questions. Ms. Looper may have some

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questions.

MS. LOOPER: I've got just a couple, Leslie.

THE WITNESS: Okay.

EXAMINATION

BY MS. LOOPER:

Q. When you or when May River negotiates its price per square with the contractors, do different subcontractors get paid different prices?

A. Yes. And Francisco actually gets paid more than other contractors, one, because he works more often with us and we want to keep him working with us -- 'cause he's free to go with anyone, so we definitely don't want him going with someone else -- and, two, because he asked for more money.
He -- one of the conversations that we had with him was the fact that his insurance was really expensive and he wasn't making any money and blah, blah, blah, so we raised his pay because he used to be $55 before. And for a lot of the other people who come and kind of fill in the gaps of stuff that Francisco either doesn't want to do or can't do, then we pay them less. And Francisco gets paid more so we can keep him.

Q. Okay. So he specifically negotiated

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for that pay increase, correct?
A. Yeah. Uh-huh.
Q. All right. And I believe that there may have been a misunderstanding with regards to how the squares, slash, cases were priced out. Just for the record, will you explain to us how that works?
A. Okay. So I'll measure the roof. I'll come up with the amount of squares. I'll deliver the amount of squares. Depending on the amount of squares that Francisco installs, then he'll send me the invoice for -- you know, he'll send me I install -- well, he won't say I installed, but he'll put 66 squares, and so we'll pay him the 66 squares that he claims to have been -- that -- to have done.
There's times when I'll send 66 squares, but we don't go and -- he doesn't have a supervisor, so we don't have anyone from our company watching everything that he does, so if he only installs 64 squares and he sends the invoice for 66 squares, he gets paid the 66 squares that he said he installed.
Q. Okay. And depending on the complexity of the job or if issues come up, is there any change -- ever any change to how much you pay per square?
A. There's changes almost 99 percent of the time, and that's why I was saying it would be very inconvenient and nothing would ever get done if change orders were to be done.
Unfortunately, he'll replace three sheets of plywood, and he's already negotiated the fact that he gets paid $20 per piece of plywood, so he'll send me I -- in the invoice -- I changed three pieces of plywood.
Or if it's a chimney repair and let's say it was a very complicated chimney repair, he'll send me like, oh, it was $400. Usually I'll just approve it if it's nothing too crazy, like I said, depending on what I'm going to charge the owner. And a lot of times I charge depending on what he charges me, so let's say he had a chimney repair and he charged me $400 and I spent $300 in labor, then I'll add our percentage profit and I'll charge the owner on that 'cause it was a change order.
And for -- for our clients, since they are -- they want to know the price, then I'll price it out to them. I'll give them a price range. When Cedano sends me his invoice -- which is why it takes so long to pay him, the whole week thing, because once he sends me his invoice, I'll send it out to the owners telling them, like, hey, it was this much. And then if they say no, then I might have to go back to Cedano and tell him, like, hey, this is too much, you know. You've got to explain to me why or you've got to send me more pictures why or you've got to cut down on your price 'cause it's too much, like any other vendor, and then -- so we'll negotiate like that.
The other thing is, if the house is really steep, 99 percent of the time Cedano Roofing will come back and say, oh, it was really steep. I need to get paid more. Or if it's really high, he's one of the main ones to be like, oh, hey, it was really high. I need to get paid more.
So we have a base price but then it could fluctuate depending on what he actually does, and that's why change orders would be almost impossible because -- they are technically impossible because nothing would get done 'cause we have so many change orders.
Q. But he negotiates with May River --
A. Yes.
Q. -- about how much he's paid, correct?
A. Yes.
Q. Okay. And as far as materials, you provide those to every job site?
A. Yep. Even -- let's say if it's a carpenter or if it's a painter, whoever it is, we provide our materials. They provide the labor and their insurance and their vans and everything.
Q. Okay. And how about equipment?
A. They provide their equipment as well.
MS. LOOPER: Okay. That's it for me.
EXAMINATION
BY MR. DUBOIS:
Q. I'll just follow up on one issue. So it seems now that -- after Ms. Looper's questions it seems like there are change orders between May River and the owner --
A. Yeah.
Q. -- of the project from time to time; is that correct?
A. After the project has been completed -- we give them a heads-up. Cedano doesn't always -- in our estimate it says if -- our estimate to the owner. If a sheet of plywood has to be replaced, it's going to be $55, right? Obviously there's no way for us to know how many sheets of plywood we

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have to change because the shingles have to be taken down first.

It would be a lie to, like, take off the -- tell the owner something that's not true or charge for them for something that we don't know it's going to be there or not. So we tell them it's going to be $55. Or if your skylights need to be repaired, it will be between $1200 or about $1200.

And so our estimates have lines, but if it's something like a chimney that we weren't foreseeing, he'll call us and say, hey, the chimney's bad. Right? I'll call the owner and tell them, hey, your chimney is bad. It's going to be between a thousand dollars and $1500. And once Francisco sends me his voice and once I see how much the cost of materials is, then I'll go ahead and charge the owner. But Francisco won't send me his invoice until the project is completed, and so he --

Q. But the work's already been done at that point?

A. Yeah. But the owner -- we're a referral business only, and that's why I was telling you, like, the shirts and the magnets on

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the trucks are our only advertising, so if a client goes out and sees the guys working on -- on the roof with our shirts and they'll call us and -- or if they -- they're referred to us, then they'll call us.

So our clients -- we're not the cheapest roofer, so our clients trust us, and if we tell them, hey, it's going to be between this and that and Cedano gives me a price, our clients trust that we did the work. Cedano sends pictures also. It's not like we trust him blindly or our clients are dumb.

Q. Right.

A. So we'll send the clients pictures. Our clients trust that we did the work, and even though we're charging them -- we're giving them the final number after the work's completed, I can't think of a time that our client has been like, oh, I'm not going to pay it, you know. Most -- we have really good connections with our clients, and they're okay with us charging that. We don't rip people off. Yeah.

Q. I understand.

A. Yeah.

Q. In no way am I accusing you of that.

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A. No. It's just -- it is weird 'cause usually --

Q. But I am very concerned about that there are contracts post facto, and that's a Latin word, but what it means is after the fact.

A. I understand. Yeah.

Q. And I'm very concerned for Francisco -- I'm not as concerned with the owners. They're not my clients.

A. Yeah.

Q. But Francisco is my client, and so what it seems to me is that you've set up a system where Francisco does work and later on there's some contract for that work. Would you agree that's sort of what you set up?

MS. LOOPER: Object to the form.

THE WITNESS: I wouldn't say -- I wouldn't agree with the fact that it's weird. I think it's just the industry that we're in.

Unfortunately, it's very hard for us to tell him, oh, we're going to give you $1500 for this house because it wouldn't be fair, mostly to him, because if something comes up, he -- he would be fresh out of luck because he has to do a repair and he already signed a contract saying this is

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what I'm going to do, right?

Or if he says -- signs a contract saying it's 60 squares and 50 squares showed up and we tell him there's 60 and our vendor -- which has happened before. Our vendor says we shipped out 60, and Francisco says, well, I'm ten short and then later on we discover -- months after when they do the inventory -- that our vendor only sent out 50 squares and we already paid Francisco for the ten extra squares because we trusted Francisco, you know, so if -- if would have been like, no, sorry, Francisco. Our vendor says 60 squares. We're -- you're ten squares short. You already signed a contract, so you're fresh out of luck 'cause you signed, you know.

So we -- we don't like to do that because roofers are so hard to find. You know, we honestly do value our workers, and I can't tell you that enough. Like we would never rip Francisco or Cedano off, and that is mostly for his protection because if he signs a contract ahead of time, you know --

And he's never been -- well, I want to think that he's never been in a situation where he's been paid and hasn't been paid -- happy with

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what he's been paid. Like I've mentioned before, we pay him more than we pay other roofers, and he's not our cheapest roofer. I would say that he's one of the best companies that we work with.

BY MR. DUBOIS:

Q. I'm very glad to hear that. I'm sure roofers are a very unique group of people. I have no doubt. I do represent a lot of different roofers, but I don't understand why, again -- and I don't mean to keep asking the same question. I just -- I don't understand why there can't be a contract. The work is done according to the contract. If anything is different than what's spelled out in the contract, there's a change order, and then whatever is different is done or not done or changed.

A. We used to do that before. Like I said, it was just very time consuming.

MS. LOOPER: Joe, I kind of feel like we've asked and -- we've beaten a dead horse on that.

MR. DUBOIS: Yeah. This will be the last --

THE WITNESS: Yeah.

MR. DUBOIS: I just really want to

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know.

THE WITNESS: And -- and if anything, he charges -- I'll y'all the e-mails. And he charges us what he wants to charge us or the amount of squares or the amount of repairs that he's done, and we trust him. If anything, I feel like it's kind of silly on our side because he might be charging us for something extra --

BY MR. DUBOIS:

Q. Well --

A. -- but most of the times he just sends his invoice, and we pay him. You know, there's very few times where we question him.

Q. I know, but do you trust him because he's really an employee? That's what my question really is.

A. No. We trust him because he's with -- been with us for two years. We have --

Q. But when you say been with us, what do you mean? He's been --

A. We've been working with us -- he's been working with us for two years.

Q. Okay.

A. And obviously he's never given us any reason, as a subcontractor, to doubt him. There's

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been other subcontractors that have came in and probably subcontractors that worked for us for a longer time that we question every little thing that they did, and it wasn't a good thing, you know, and -- but we just had to babysit them.

And I guess that's one of the reasons why he gets paid more, because we don't have to babysit him. We just contract him just kind of like you contract your -- well, I don't know if you have a landscaper, but, like, we contract our landscaper, and he comes and mows the grass and cuts the -- and cuts the bushes and does whatever he needs to do, and we pay him monthly, and we trust him that he's doing what he needs to be doing, so we don't have to babysit him.

Same thing with Cedano. Like we pay him what he negotiated what he wants to get paid or what we think is fair also 'cause we're not dumb, but we pay him what he needs to get paid, and we trust him. You know, we don't feel like we have to babysit him.

There are contractors who need to be babysat, and at one point as a contractor we've had to babysit him just to -- 'cause we didn't know him, but now that we worked with him long enough we

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trust that he's doing the right thing. He messes up once in a while, and my dad does inspect what he does after the fact, but overall, you know, we don't have major problems with him.

Q. Okay.

A. Yeah.

MR. DUBOIS: Thank you for your testimony. That should be all my questions. There may be another round.

MS. LOOPER: I'm done.

(The witness, after having been advised of her right to read and sign this transcript, does not waive that right.)

(The deposition was concluded at 4:55 p.m.)

SIGNATURE OF DEPONENT
DEPONENT: LESLIE SANDOVAL
DEPOSITION DATE: April 26, 2016
REPORTER: TRISHA M. THOMAS
AWR JOB #: 160426tmt
CASE CAPTION: FRANCISCO CEDANO RAMIREZ vs. MAY RIVER ROOFING, INC., et al.

(Please return both Signature of Deponent pages)

I, the undersigned, LESLIE SANDOVAL, 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

SIGNATURE OF DEPONENT (CONTINUED)
DEPOSITION DATE: April 26, 2016
REPORTER: TRISHA M. THOMAS
AWR JOB #: 160426tmt
CASE CAPTION: FRANCISCO CEDANO RAMIREZ vs. MAY RIVER ROOFING, INC., et al.

PAGE	LINE	CHANGE	REASON

LESLIE SANDOVAL, Date

I, Trisha M. Thomas, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent pages within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

TRISHA THOMAS NOTARY PUBLIC SOUTH CAROLINA

TThomas

Trisha M. Thomas
My Commission expires
February 2018

CERTIFICATE OF REPORTER

I, Trisha M. Thomas, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

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 1st day of May, 2016, at Hardeeville, Jasper County, South Carolina.

TRISHA THOMAS NOTARY PUBLIC SOUTH CAROLINA

TThomas

Trisha M. Thomas,
Court Reporter
My Commission expires
February 2018

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HEDRICK GARDNER
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July 27, 2016

Joseph DuBois
Naert & DuBois, LLC
P.O. Box 7228
Hilton Head Island, SC 29938

Reply to:
DEWANA F. LOOPER
Partner
P.O. Box 11267
Columbia, SC 29211
Direct: (803) 727-1212
Fax: (803) 727-1259
Email: dlooper@hedrickgardner.com

RE: Francisco C. Ramirez v. Francisco C. Ramirez
WCC File No: 1608257
Claim No: E7Q3034
Our File No: 00082L.00540

Dear Joe:

I hope this letter finds you well. Pursuant to your subpoena, enclosed please find a copy of the workers' compensation policy responsive to that request

If you have questions about any of this, please let me know. Thank you.

Sincerely

Nicole D Holloway
for Dewana F. Looper

DFL/cmh
Enclosure(s)

cc: Brenda Strong (via US Mail)

TRAVELERS

Report Claims Immediately by Calling*
1-800-832-7839
Speak directly with a claim professional
24 hours a day, 365 days a year
*Unless Your Policy Requires **Written** Notice or Reporting

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

A Custom Insurance Policy Prepared for:

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD SC 29926-3792

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-15)
RENEWAL OF (7PJUB-2E24569-A-14)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

1.

INSURED:

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD SC 29926-3792

PRODUCER:

P C AND L AGENCY INC
PO BOX 80607
CHARLESTON SC 29416-0607

Insured is AN INDIVIDUAL

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 06-02-15 to 06-02-16 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) 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:	$	100000 Each Accident
Bodily Injury by Disease:	$	500000 Policy Limit
Bodily Injury by Disease:	$	100000 Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

COVERAGE EXCLUDED - REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

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

DATE OF ISSUE: 05-18-15 WC
OFFICE: DIRECT ASSIGNMENT 701
PRODUCER: P C AND L AGENCY INC

ST ASSIGN: SC

235KM

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-15)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 1761 NAICS: 238160

		STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	$	1020
PREMIUM DISCOUNT		NONE
0900-39 EXPENSE CONSTANT		230
TERRORISM		NONE
CAT (OTHER THAN CERT ACTS OF TERRORISM)		NONE
TOTAL ESTIMATED PREMIUM		1250
DEPOSIT AMOUNT DUE		1250MP

A/R (WCIP) #

Minimum Premium: $ 1250

ST ASSIGN: SC

DATE OF ISSUE: 05-18-15 WC
OFFICE: DIRECT ASSIGNMENT 701
PRODUCER: P C AND L AGENCY INC 235KM

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-15)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA 13579-SC

INSURED'S NAME: CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN [redacted] ENTITY CD 001				
CEDENO RAMIREZ, FRANCISCO DBA CEDENO ROOFING & WOODWORKING				
90 DILLON RD APT D1 HILTON HEAD ISLAND, SC 29926-3792 SIC CODE: 1761 NAICS: 238160				
ROOFING - ALL KINDS & DRIVERS	5551	IF ANY	52.16	

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM	$ NONE
	ADD FOR POLICY MINIMUM	1020
TOTAL ESTIMATED ANNUAL	STANDARD PREMIUM	1020
	EXPENSE CONSTANT(0900)	230
	0.0200 TERRORISM (9740)	INCL
0.0100 CAT(OTHER THAN CERT	ACTS OF TERRORISM) 9741	INCL
	TOTAL ESTIMATED PREMIUM	1250
	DEPOSIT AMOUNT DUE	1250

DATE OF ISSUE: 05-18-15 WC ST ASSIGN: SC SCHEDULE NO: 1 OF LAST

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-15)

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 00 03 26 A - 001	LIMITED OTHER STATES INSURANCE END
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 17 B - 001	ASSIGNED RISK LSRP NOTIFICATION END
WC 00 04 22 B - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 21 D - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT

DATE OF ISSUE: 05-18-15 ST ASSIGN: SC

The Travelers Insurance Companies

(Each a Stock Insurance Company)
Hartford, Connecticut

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.

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E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other 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.

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The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

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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.

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.

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B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE
PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

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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.

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. Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation 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 cancelation 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 cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation 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 cancelation.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.

Secretary

President

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 26 (A)

POLICY NUMBER: (7PJUB-2E24569-A-15)

RESIDUAL MARKET
LIMITED OTHER STATES INSURANCE ENDORSEMENT

"Part Three -- Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
   a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
   b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
   c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE!

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

DATE OF ISSUE: 05-18-15 ST ASSIGN: SC

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 14 (00)

POLICY NUMBER: (7PJUB-2E24569-A-15)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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.

DATE OF ISSUE: 05-18-15 ST ASSIGN: SC

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 17 (B)

POLICY NUMBER: (7PJUB-2E24569-A-15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION ENDORSEMENT

A. LSRP Mandatory Assigned Risk Retrospective Rating Plan

This endorsement is to advise you that, during the term of this policy or upon renewal, you may become subject to the mandatory assigned risk Loss Sensitive Rating Plan (LSRP), which is a retrospective rating plan that may adjust the cost of your workers compensation and employers liability insurance policy. This endorsement must be attached to all assigned risk policies, including policies for professional employer organization (PEO) and temporary arrangements, regardless of LSRP standard premium size in states that have approved the LSRP. In the event that you meet or exceed the eligibility requirements of LSRP, an LSRP contingent deposit equal to 20% of LSRP standard premium is required.

B. Eligibility

1. Your insurance is written under a Workers Compensation Insurance Plan (WCIP) in a state that has approved LSRP.
2. a. LSRP will apply to an individual assigned risk policy if the standard premium meets or exceeds the amount noted in the Schedule, in accordance with NCCI's ***Basic Manual.***
   b. It may not always be possible for a single carrier to provide coverage for all requested states; additional policies issued by more than one carrier may be necessary.
   c. WCIP policies issued in non-LSRP-approved jurisdictions are not subject to LSRP and are not combinable with WCIP policies in LSRP-approved jurisdictions for eligibility purposes.
   d. LSRP eligibility may be impacted by ownership or combinability status in accordance with NCCI's ***Experience Rating Plan Manual.***
3. LSRP standard premium is defined in accordance with NCCI's ***Basic Manual.***

C. Deposit/Initial Premium and LSRP Contingency Deposit

1. Deposit or initial premium is paid on all new and renewal WCIP policies, including LSRP policies, in accordance with NCCI's ***Basic Manual.*** It is paid to us in addition to the LSRP contingency deposit, which secures all new and renewal LSRP policies as detailed in the LSRP rules.
2. The LSRP contingency deposit paid to us serves as collateral for premium that may be due to us as a result of losses incurred during the policy term.
3. At policy inception, the LSRP contingency deposit is calculated by multiplying the LSRP standard premium by 20%. If WCIP policies are combined for LSRP purposes, the LSRP contingency deposit is calculated by multiplying the combined LSRP standard premium for all policies by 20%.

D. Impact of Changes in LSRP Standard Premium

1. For all policies except for professional employer organizations (PEOs) and temporary arrangements, LSRP may be applied to a policy, or an LSRP policy may be converted to a guaranteed cost policy:

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a. If the LSRP standard premium decreases during the first 120 days, and falls below the LSRP eligibility threshold, your policy will be converted to a guaranteed cost policy, retroactive to policy inception, and your LSRP contingency deposit will be returned.

b. If the LSRP standard premium increases during the first 120 days, and meets the LSRP eligibility threshold, LSRP will be applied retroactively to policy inception and the 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.

c. If the LSRP standard premium decreases after the first 120 days and falls below the LSRP eligibility threshold, the LSRP continues to be applied to your policy(ies).

d. If the LSRP standard premium increases after the first 120 days, and meets the LSRP eligibility threshold, your policy(ies) will remain a guaranteed cost policy(ies) and the LSRP is applied at renewal, subject to meeting the eligibility requirements on the renewal policy(ies).

2. For all PEO and temporary arrangement WCIP policies, if the LSRP standard premium meets or exceeds the eligibility threshold at any time, LSRP is applied retroactively to policy inception. The 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.

E. Evasion of LSRP

1. If you take actions for the purpose of avoiding the application of LSRP, or for otherwise legitimate business reasons that nonetheless result in the improper calculation and/or application of LSRP, regardless of intent, any action that results in the miscalculation and/or misapplication of LSRP determined in accordance with the LSRP rules is prohibited. These actions include, but are not limited to:

- Misrepresentation and/or miscalculation of payroll at application, audit, or renewal
- Failure to report changes in ownership or ownership information according to the WCIP and NCCI's ***Experience Rating Plan Manual***
- Violation of any of the terms and conditions under the policy for which this insurance was issued
- Failure to allow us and/or the Plan Administrator and/or rating organization reasonable access to your facilities or files and records for audit or inspection
- Failure to disclose to us and/or the Plan Administrator and/or rating organization the full nature and scope of your exposure or business operations

2. In such circumstances, we and/or the Plan Administrator and/or rating organization may obtain any information that indicates evasion or improper calculation or application of LSRP due to actions including, but not limited to, those listed above. We and/or the Plan Administrator and/or rating organization will act to ensure the proper calculation and application of LSRP to inception of all current and preceding WCIP policies impacted by these actions.

This endorsement applies in the states listed in the Schedule below.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 17 (B)

POLICY NUMBER: (7PJUB-2E24569-A-15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Schedule

State	Premium Eligibility
ALABAMA	$250,000
ARIZONA	$250,000
CONNECTICUT	$250,000
DISTRICT OF COLUMBIA	$250,000
GEORGIA	$250,000
IDAHO	$250,000
ILLINOIS	$250,000
INDIANA	$250,000
KANSAS	$250,000
NEW HAMPSHIRE	$250,000
NEVADA	$250,000
NORTH CAROLINA	$250,000
OREGON	$250,000
SOUTH CAROLINA	$250,000
SOUTH DAKOTA	$250,000
VERMONT	$250,000
WEST VIRGINIA	$250,000

DATE OF ISSUE: 05-18-15 ST ASSIGN: SC

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 22 (B)

POLICY NUMBER: (7PJUB-2E24569-A-15)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act .If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.

d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
   a. $100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.

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TRAVELERS

WORKERS COMPENSATION
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ENDORSEMENT WC 00 04 22 (B)

POLICY NUMBER: (7PJUB-2E24569-A-15)

b. $120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.

c. $140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.

d. $160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.

e. $180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.

f. $200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding Item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 21 (D)

POLICY NUMBER: (7PJUB-2E24569-A-15)

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of $50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 05-18-15 ST ASSIGN: SC Page 1 of 1

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 19 (00)

POLICY NUMBER: (7PJUB-2E24569-A-15)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE

PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

DATE OF ISSUE: 05-18-15 ST ASSIGN: SC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2015

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

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

PRODUCER
PC & L Agency, Inc.
P.O. Box 80607
Charleston SC 29416

CONTACT NAME: Isabelle Diaz
PHONE (A/C, No, Ext): (843)763-1709 FAX (A/C, No): (843)763-1710
E-MAIL ADDRESS: isabelled@polagencyinc.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Arch Specialty Ins Co
INSURER B: Travelers Property Casualty Co
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Francisco Cedeno Ramirez, DBA: Cedeno Roofing &
90 Dillon Road
Apt D-1
Hilton Head SC 29926

COVERAGES — CERTIFICATE NUMBER: 15/16 JUNE 15 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY [ ] PRO-JECT [ ] LOC OTHER:			AUL0013092-01	5/30/2015	5/30/2016	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB EXCESS LIAB DED OCCUR CLAIMS-MADE RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	7NUB-2K24569-A-15	6/2/2015	6/2/2016	X STATUTE [ ] OTH-ER E.L. EACH ACCIDENT $ 100,000 E.L. DISEASE - EA EMPLOYEE $ 100,000 E.L. DISEASE - POLICY LIMIT $ 500,000

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

CERTIFICATE HOLDER

mayriverroofinginc@hotmail

May River Roofing, Inc.
P.O. Box 341
Bluffton, SC 29910

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Stacey Fish/SRF

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Ramirez - APA-155
Ramirez -APA-156

HEDRICK GARDNER
HEDRICK GARDNER KINCHELOE & GAROFALO LLP
ATTORNEYS AT LAW
CHARLOTTE • RALEIGH • WILMINGTON • COLUMBIA

April 11, 2016

Michael Bennett
Naert & DuBois
Post Office Box 7228
Hilton Head Island, SC 29928

Reply to:
DEWANA F. LOOPER
Partner
P.O. Box 11267[1]Columbia, SC 29211
Direct: (803) 727-1212
Fax: (803) 727-1259
Email: dlooper@hedrickgardner.com

RE: **Francisco Cedano Ramirez v. May River Roofing, inc.**
WCC File No: 1600686
Claim No: 026-CB-E5V8210-F
Our File No: 00082L.00515

Dear Michael:

I hope this letter finds you well. Please accept this letter as the response to your subpoena to May River Roofing, Inc. dated March 10, 2016 and your subpoena to American Zurich Insurance Company dated March 17, 2016. I am lodging a general objection to your subpoenas to the extent they seek information protected by either the work product doctrine and/or attorney-client privilege. I have withheld a few emails that are protected by one or both of those doctrines. If you'd like to discuss those emails further, give me a call. Additionally, it is our position Claimant was not an employee of May River Roofing, Inc. but was a sub-contractor, and therefore May River Roofing did not maintain a personnel file.

If you have questions about any of this, please let me know. I look forward to working with you again.

Sincerely

for Dewana F. Looper

DFL/cmh
cc: Leslie Sandoval (via email)
Brenda Strong (via email)

MAY RIVER ROOFING, INC. 8768

Cadena Roofing and Woodcare Company 01/26/16 1,500.00

01/26/16 Bill #78 tomotley

01/26/16 Bill #26 Stoney C 1,940.00

By signing this I agree that May River Roofing, Inc. has paid me in full for the project(s)stated. Furthermore, by signing this I acknowledge, that I was insured during the duration of the project(s) and I wave and release any present or future claims. Further more by signing this I guarantee my workmanship for 3 years.

Subcontractor Signature

Wachovia 3,440.00

OMEGA GRAPHICS & PRINT, LLC 843-313-0739 (843-971-1158) 5/1/2015

Ramirez -APA-158

10:50 AM
03/24/16

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
Bill Pmt -Check	03/23/12	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	03/23/12	Residential /0 Foreman Hill Rd	Contract Labor	-450.00
TOTAL				-450.00
Bill Pmt -Check	04/06/12	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	04/06/12	Residential /0 Foreman Hill Rd	Contract Labor	-510.00
TOTAL				-510.00
Bill Pmt -Check	04/25/12	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	04/25/12	4 Humble Remodeling & Construct	Contract Labor	-5,610.00
TOTAL				5,610.00
Bill Pmt -Check	05/23/12	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	05/23/12	Residential 183 Gascoigne Bluff Rd.	Contract Labor	-3,680.00
TOTAL				-3,680.00
Bill Pmt -Check	05/24/12	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	05/24/12	Residential 183 Gascoigne Bluff Rd.	Contract Labor	-300.00
TOTAL				-300.00
Bill Pmt -Check	06/11/12	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	06/11/12	Residential 248 Moss Creek Dr.	Contract Labor	-1,325.00
TOTAL				-1,325.00
Bill Pmt -Check	07/02/12	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	07/02/12	Residential 5 Honey Hill Ct	Contract Labor	-1,760.00
TOTAL				-1,760.00
Bill Pmt -Check	07/31/12	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	8/0 1/12	CLEARCUT CONSTRUCTION,IN	Contract Labor	-1,100.00
TOTAL				-1,100.00
Bill Pmt -Check	10/17/12	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	10/17/12	Residential 1 Ends Rd.	Contract Labor	-2,436.00
TOTAL				-2,436.00
Bill Pmt -Check	12/26/12	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	12/26/12		Contract Labor	-780.00
Bill	12/26/12		Contract Labor	-300.00
Bill	12/26/12	Advantage Building Corp .131 Dun ...	Contract Labor	-1,770.00
Bill	12/26/12		Contract Labor	-100.00
TOTAL				-2,950.00
Bill Pmt -Check	01/16/13	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	01/10/13		Contract Labor	-2,500.00
TOTAL				2,500.00
Bill Pmt -Check	01/25/13	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	01/25/13		Contract Labor	-990.00

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
TOTAL				-993.00
Bill Pmt -Check	02/04/13	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	02/04/13		Contract Labor	-200.00
Bill	02/04/13		Contract Labor	-150.00
Bill	02/04/13		Contract Labor	-100.00
Bill	02/04/13		Contract Labor	-100.00
Bill	02/04/13		Contract Labor	-50.00
Bill	02/04/13		Contract Labor	-250.00
TOTAL				-1,150.00
Bill Pmt -Check	06/28/13	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	06/27/13	Residential:32 South Beach Ln	Contract Labor	-4,710.00
TOTAL				-4,710.00
Bill Pmt -Check	11/27/13	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	11/27/13	Advantage Building Corp :12 Mezzo	Contract Labor	800.00
TOTAL				800.00
Bill Pmt -Check	12/13/13	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	12/13/13	Residential:21 Sams Point Ln	Contract Labor	-3,001.45
TOTAL				-3,001.45
Bill Pmt -Check	12/18/13	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	12/18/13	WEST WIND CONSTRUCTION:15 ...	Contract Labor	-697.00
TOTAL				-697.00
Bill Pmt -Check	05/06/14	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	05/06/14	Residential:1 Pendergrass Ct	Contract Labor	-2,688.00
TOTAL				-2,688.00
Bill Pmt -Check	05/09/14	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	05/09/14	Residential:1 Pendergrass Ct	Contract Labor	-2,688.00
TOTAL				-2,688.00
Bill Pmt -Check	05/19/14	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	05/19/14	Residential:10 Arthur Hills	Contract Labor	-4,530.00
TOTAL				-4,530.00
Bill Pmt -Check	05/24/14	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	05/24/14	Residential:18 Bayard Cove Rd.	Contract Labor	-3,255.00
TOTAL				-3,255.00
Bill Pmt -Check	07/17/14	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	07/17/14	Dove Hotel:6 Delta Ln	Contract Labor	-4,230.00
TOTAL				-4,230.00
Bill Pmt -Check	07/24/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	07/24/14	Residential:4 McGuire Ct.	Contract Labor	-97.75
		Residential:4 McGuire Ct	Contract Labor	-194.51
		Residential:4 McGuire Ct	Contract Labor	-3,102.38
		Residential:4 McGuire Ct	Contract Labor	-38.00

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
		Residential 4 McGuire Ct.	Contract Labor	-48.63
		Residential 4 McGuire Ct.	Contract Labor	-38.90
		Residential 4 McGuire Ct	Contract Labor	-19.45
TOTAL				-3,540.00
Bill Pmt -Check	07/31/14	Cedano Roofing and Woodcare Co	Wachovia	
Bill	07/31/14	Residential 6 Pheasant Run	Contract Labor	-3,403.00
TOTAL				-3,403.00
Bill Pmt -Check	08/08/14	Cedano Roofing and Woodcare Co...	Wachovia	
Bill	08/08/14	Total Design Enterprises 8 Birds Pl.	Contract Labor	-1,952.00
TOTAL				-1,952.00
Bill Pmt -Check	08/14/14	Cedano Roofing and Woodcare Co...	Wachovia	
Bill	08/14/14	3 mid valor	Contract Labor	-3,267.00
TOTAL				-3,267.00
Bill Pmt -Check	08/21/14	Cedano Roofing and Woodcare Co...	Wachovia	
Bill	08/21/14	Residential 64 Wheat Field Ct.	Contract Labor	-126.00
Bill	08/21/14	Residential 10 Calamaree Pl.	Contract Labor	-3,647.00
Bill	08/21/14	Residential 275 Greenwood Dr.	Contract Labor	-1,300.00
TOTAL				-5,073.00
Bill Pmt -Check	08/28/14	Cedano Roofing and Woodcare Co	Wachovia	
Bill	08/28/14		Contract Labor	-60.00
Bill	08/28/14	Residential 67 Club Course Dr.	Contract Labor	-3,505.00
Bill	08/28/14	Residential 13 River Bend Dr	Contract Labor	-450.00
TOTAL				-4,015.00
Bill Pmt -Check	09/02/14	Cedano Roofing and Woodcare Co. .	Wachovia	
Bill	09/02/14	Residential 7 Wing Shell Ln.	Contract Labor	-510.00
Bill	09/02/14	Residential 9 Wabler Ln	Contract Labor	-2,830.00
TOTAL				-3,340.00
Bill Pmt -Check	09/11/14	Cedano Roofing and Woodcare Co .	Wachovia	
Bill	09/11/14	Residential 273 Greenwood Dr.	Contract Labor	-3,770.00
TOTAL				-3,770.00
Bill Pmt -Check	09/18/14	Cedano Roofing and Woodcare Co	Wachovia	
Bill	09/18/14	Residential 7 Rainbow Ln.	Contract Labor	-3,770.00
Bill	09/18/14	Residential 47 Hunt Away	Contract Labor	-1,890.00
TOTAL				-5,660.00
Bill Pmt -Check	09/30/14	Cedano Roofing and Woodcare Co .	Wachovia	
Bill	09/30/14	Residential 58 Crooked Pond Rd	Contract Labor	-3,005.00
TOTAL				-3,005.00
Bill Pmt -Check	10/07/14	Cedano Roofing and Woodcare Co. .	Wachovia	
Bill	10/07/14	Residential 3 Bahama	Contract Labor	-3,570.00
TOTAL				-3,570.00
Bill Pmt -Check	10/09/14	Cedano Roofing and Woodcare Co .	Wachovia	

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
Bill	10/09/14	Residential 1 Hickory Knoll Pl	Contract Labor	-2,050.00
Bill	10/09/14	Collins Group Realty 9 Cypress M	Contract Labor	-2,717.00
TOTAL				-4,767.00
Bill Pmt -Check	10/17/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	10/17/14	Rozell Quest 23 Rel Guilford	Contract Labor	-3,305.00
TOTAL				-3,305.00
Bill Pmt -Check	10/23/14	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	10/23/14	Residential 6 Gadsden St	Contract Labor	-2,820.00
TOTAL				-2,820.00
Bill Pmt -Check	10/23/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	10/23/14	Residential 18 Bridle Fern	Contract Labor	-2,891.00
TOTAL				-2,891.00
Bill Pmt -Check	10/30/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	10/30/14	Residential 5 & 7 Land's End	Contract Labor	-3,000.00
TOTAL				-3,000.00
Bill Pmt -Check	11/05/14	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	11/05/14	Residential 5 & 7 Land's End	Contract Labor	-1,354.51
Bill	11/05/14	Residential 5 & 7 Land's End	Contract Labor	-2,940.00
TOTAL				-4,294.51
Bill Pmt -Check	11/05/14	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	11/05/14	Residential 5 & 7 Land's End	Contract Labor	-500.00
TOTAL				-500.00
Bill Pmt -Check	11/13/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	11/13/14	Residential 5 & 7 Land's End	Contract Labor	-350.00
Bill	11/17/14	Residential 194 Sunset Square	Contract Labor	-2,222.00
Bill	11/12/14	Anchor Cove 5 Mckeown Ln	Contract Labor	-405.49
			Contract Labor	-490.00
TOTAL				-3,467.49
Bill Pmt -Check	11/20/14	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	11/20/14	Residential 37 Shoregate Dr.	Contract Labor	-3,278.00
TOTAL				-3,278.00
Bill Pmt -Check	11/26/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	11/26/14	Residential 2 Orkla Pl	Contract Labor	-3,750.00
TOTAL				-3,750.00
Bill Pmt -Check	12/04/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	12/04/14		Contract Labor	-1,930.00
TOTAL				-1,930.00
Bill Pmt -Check	12/11/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	12/11/14	While You're Away Home Care: 11	Contract Labor	-3,635.00
TOTAL				-3,635.00

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
Bill Pmt -Check	12/15/14	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	12/15/14	22 S Beach Ln.	Contract Labor	-3,520.00
Bill	12/16/14	Residential 11 Juniet	Contract Labor	-1,085.00
TOTAL				-5,705.00
Bill Pmt -Check	12/24/14	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	12/24/14	Residential 25 Rusty Rail Ln	Contract Labor	-2,530.00
Bill	12/24/14	Residential 5 Anglers Pond Ct.	Contract Labor	-3,285.00
TOTAL				-5,815.00
Bill Pmt -Check	01/16/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	01/13/15	Residential 145 Harbour Passage	Contract Labor	-2,500.00
TOTAL				-2,500.00
Bill Pmt -Check	01/27/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	01/22/15	Residential 128,130,132 Crosstree ...	Contract Labor	-140.00
		Residential 128,130,132 Crosstree ...	Contract Labor	-20.00
		Residential 128,130,132 Crosstree ...	Contract Labor	-160.00
		Residential 128,130,132 Crosstree ...	Contract Labor	-3,770.30
TOTAL				-4,090.30
Bill Pmt -Check	01/27/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	01/27/15	Residential 6 Cherry Hill Lane	Contract Labor	-2,780.00
		Residential 6 Cherry Hill Lane	Contract Labor	-30.00
		Residential 6 Cherry Hill Lane	Contract Labor	-20.00
		Residential 6 Cherry Hill Lane	Contract Labor	-150.00
TOTAL				-2,950.00
Bill Pmt -Check	02/06/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	02/06/15	Westwind Owners Association, Inc ...	Contract Labor	-1,102.00
Bill	02/06/15	Westwind Owners Association, Inc ...	Contract Labor	-210.00
Bill	02/06/15	Westwind Owners Association, Inc ...	Contract Labor	-50.00
		Westwind Owners Association, Inc. ...	Contract Labor	-1,265.00
		Westwind Owners Association, Inc	Contract Labor	-100.00
TOTAL				-2,807.00
Bill Pmt -Check	02/13/15	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	02/13/15	Residential 356 Fort Howell Dr.	Contract Labor	-75.00
		Residential 356 Fort Howell Dr.	Contract Labor	-30.00
		Residential 356 Fort Howell Dr.	Contract Labor	-1,706.00
		Residential 356 Fort Howell Dr.	Contract Labor	-100.00
Bill	02/13/15	Paragon Construction,Inc:7 South ...	Contract Labor	-1,260.00
Bill	02/13/15	Residential 356 Fort Howell Dr.	Contract Labor	-20.00
TOTAL				-3,281.00
Bill Pmt -Check	02/19/15	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	02/19/15	Esposito Construction 5 Bow Ct.	Contract Labor	-40.00
		Esposito Construction 5 Bow Ct.	Contract Labor	-55.00
		Esposito Construction 5 Bow Ct.	Contract Labor	-80.00
Bill	02/19/15	Paragon Construction,Inc:7 South ...	Contract Labor	-700.00
Bill	02/19/15	Esposito Construction 5 Bow Ct.	Contract Labor	-3,951.00
		Esposito Construction 5 Bow Ct.	Contract Labor	-20.00
		Esposito Construction 5 Bow Ct.	Contract Labor	-60.00
TOTAL				-4,406.00
Bill Pmt -Check	02/24/15	Cedeno Roofing and Woodcare Co...	Wachovia	

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
Bill	02/24/15	Residential 20 Pool Tack	Contract Labor	-81.12
		Residential 20 Pool Tack	Contract Labor	-202.79
		Residential 26 Pool Tack	Contract Labor	-3,122.97
Bill	02/24/15	Residential 356 Pool Haven Dr.	Contract Labor	-150.00
Bill	02/24/15	Residential 5 Anglers Pond Ct	Contract Labor	-100.00
Bill	02/24/15	Residential 26 Pool Tack	Contract Labor	-32.45
Bill	02/24/15	Residential 5 Anglers Pond Ct.	Contract Labor	-20.00
		Residential 6 Anglers Pond Ct	Contract Labor	-30.00
		Residential 5 Anglers Pond Ct	Contract Labor	-75.00
		Residential 5 Anglers Pond Ct.	Contract Labor	-100.00
Bill	02/24/15	Residential 26 Pool Tack	Contract Labor	-48.67
TOTAL				-3,863.00
Bill Pmt -Check	03/05/15	Cadena Roofing and Woodcare Co ...	Wachovia	
Bill	03/02/15	Residential 26 Pool Tack	Contract Labor	-400.00
		Residential 20 Pool Tack	Contract Labor	-2,640.00
		Residential 26 Pool Tack	Contract Labor	-1,300.00
			Contract Labor	-28.00
		Residential 20 Pool Tack	Contract Labor	-100.00
		Residential 26 Pool Tack	Contract Labor	-70.00
TOTAL				-4,638.00
Bill Pmt -Check	03/12/15	Cadena Roofing and Woodcare Co...	Wachovia	
Bill	03/12/15	Residential 19 High Bush	Contract Labor	-2,424.00
		Residential 19 High Bush	Contract Labor	-255.00
		Residential 19 High Bush	Contract Labor	-100.00
		Residential 19 High Bush	Contract Labor	-30.00
		Residential 19 High Bush	Contract Labor	-100.00
			Contract Labor	-65.00
TOTAL				-2,974.00
Bill Pmt -Check	03/19/15	Cadena Roofing and Woodcare Co...	Wachovia	
Bill	03/19/15	Residential 20 Mattingale E	Contract Labor	-100.00
		Residential 20 Mattingale E	Contract Labor	-5.00
		Residential 20 Mattingale E	Contract Labor	-40.00
		Residential 20 Mattingale E	Contract Labor	-70.00
		Residential 20 Mattingale E	Contract Labor	-3,660.00
		Residential 20 Mattingale E	Contract Labor	-45.00
TOTAL				-3,920.00
Bill Pmt -Check	03/26/15	Cadena Roofing and Woodcare Co...	Wachovia	
Bill	03/25/15	Residential 5 Stillwater Ct	Contract Labor	-50.00
		Residential 6 Stillwater Ct.	Contract Labor	-30.00
		Residential 5 Stillwater Ct	Contract Labor	-5.00
		Residential 5 Stillwater Ct.	Contract Labor	-2,755.00
		Residential 5 Stillwater Ct	Contract Labor	-400.00
		Residential 5 Stillwater Ct	Contract Labor	-160.00
TOTAL				-2,900.00
Bill Pmt -Check	04/02/15	Cadena Roofing and Woodcare Co ...	Wachovia	
Bill	04/02/15	Residential 5 Stillwater Ct	Contract Labor	-377.00
Bill	04/02/15	Residential 5 Stillwater Ct.	Contract Labor	-32.00
		Residential 5 Stillwater Ct.	Contract Labor	-100.00
		Residential 4 Land's End	Contract Labor	-1,037.00
Bill	04/02/15	Residential 4 Land's End	Contract Labor	-3,800.00
Bill	04/02/15	Residential 6 Stillwater Ct.	Contract Labor	-180.00
TOTAL				-6,121.00
Bill Pmt -Check	04/10/15	Cadena Roofing and Woodcare Co	Wachovia	
Bill	04/10/15	Residential 83 Peninsula Dr	Contract Labor	-60.00
Bill	04/10/15	Residential 83 Peninsula Dr.	Contract Labor	-50.00
		Residential 83 Peninsula Dr.	Contract Labor	-60.00

10:50 AM
03/24/16

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
Bill	04/10/15	Residential 31 Colesworth Pl.	Contract Labor	-80.00
Bill	04/10/15	Residential 83 Peninsula Dr.	Contract Labor	-2,805.00
		Residential 83 Peninsula Dr.	Contract Labor	-20.00
		Residential 83 Peninsula Dr.	Contract Labor	-100.00
Bill	04/10/15	Residential 18 Stonegate Dr.	Contract Labor	-150.00
Bill	04/10/15	Paragon Construction,Inc.:10 Mea	Contract Labor	-180.00
Bill	04/10/15		Contract Labor	-80.00
Bill	04/10/15	Residential 17 Dawson Way	Contract Labor	-1,200.00
Bill	04/10/15	Residential 83 Peninsula Dr.	Contract Labor	-20.00
TOTAL				-4,605.00
Bill Pmt -Check	04/10/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	04/16/15	Residential 36 Sherman Dr.	Contract Labor	-3,267.00
TOTAL				-3,267.00
Bill Pmt -Check	04/23/15	Cedeno Roofing and Woodcare Co .	Wachovia	
Bill	04/13/15	Paragon Construction,Inc.:2 Wilcox..	Contract Labor	-100.00
Bill	04/13/15	Advantage Building Corp :12 Wood .	Contract Labor	-80.00
		Advantage Building Corp :12 Wood ...	Contract Labor	-50.00
Bill	04/13/15	Residential 20 Sandfiddler Rd.	Contract Labor	-850.00
Bill	04/13/15	Advantage Building Corp :12 Wood ...	Contract Labor	-80.00
Bill	04/13/15	Residential 70 Oyster Reef	Contract Labor	-380.00
Bill	04/13/15	Advantage Building Corp :12 Wood ...	Contract Labor	-2,713.15
		Advantage Building Corp.:12 Wood .	Contract Labor	-30.00
TOTAL				-4,283.15
Bill Pmt -Check	05/01/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	05/01/15	Carson Realty 20 Gloucester Rd	Contract Labor	-2,250.00
TOTAL				-2,250.00
Bill Pmt -Check	05/06/15	Cedeno Roofing and Woodcare Co .	Wachovia	
Bill	03/31/15	Advantage Building Corp :12 Wood	Contract Labor	-280.00
Bill	03/31/15	Dara Hollis :15 Club Course Dr.	Contract Labor	-4,230.00
TOTAL				-4,510.00
Bill Pmt -Check	05/14/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	05/14/15	Residential 4 Hollyberry Ln.	Contract Labor	-150.00
Bill	05/14/15	Advantage Building Corp :12 Wood . .	Contract Labor	-280.00
Bill	05/14/15	Residential 47 Hand Away	Contract Labor	-480.00
Bill	05/14/15	Residential 13 Wexford on the Green	Contract Labor	-1,375.00
Bill	05/14/15	Residential 80 Jo Sail Ct	Contract Labor	-1,410.00
TOTAL				-3,695.00
Bill Pmt -Check	05/22/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	05/22/15	Carolina Realty Group,4 Greenwoo ..	Contract Labor	-710.00
Bill	05/22/15	Residential 6 New Hall	Contract Labor	-680.00
Bill	05/22/15	Residential 6 New Hall	Contract Labor	60.00
Bill	05/22/15	Residential 2 Avalon St	Contract Labor	-2,245.00
Bill	05/27/15	Residential 22 Arthur Hills	Contract Labor	-2,954.00
TOTAL				-6,649.00
Bill Pmt -Check	05/29/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	05/29/15	Residential 26 Sea Lane	Contract Labor	-26.56
		Residential 26 Sea Lane	Contract Labor	88.60
		Residential 26 Sea Lane	Contract Labor	-124.04
		Residential 26 Sea Lane	Contract Labor	-44.30
Bill	05/29/15	Residential 26 Sea Lane	Contract Labor	400.00
Bill	05/29/15	Residential 110 Crossing Blvd	Contract Labor	-100.00
Bill	05/29/15	Residential 8 Darwin Circle	Contract Labor	-250.00
Bill	05/29/15	Residential 26 Sea Lane	Contract Labor	26.56

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
		Residential 26 Sea Lane	Contract Labor	-2,871.68
		Residential 26 Sea Lane	Contract Labor	-17.72
		Residential 26 Sea Lane	Contract Labor	-88.60
		Residential 26 Sea Lane	Contract Labor	88.60
TOTAL				-4,130.00
Bill Pmt -Check	06/05/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	06/05/15	Residential 62 Honey Locust Creek	Contract Labor	-3,588.00
TOTAL				-3,588.00
Bill Pmt -Check	06/12/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	06/12/15	Residential 29 S. Shore Ct	Contract Labor	-1,168.00
Bill	06/12/15	Residential 140 N Sea Pines Dr.	Contract Labor	-1,330.00
TOTAL				-8,498.00
Bill Pmt -Check	06/19/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	06/19/15	Paragon Construction,Inc. 20 Wells	Contract Labor	3,690.00
Bill	06/19/15	Paragon Construction,Inc 20 Wells	Contract Labor	-1,200.00
Bill	06/19/15		Contract Labor	-146.00
TOTAL				-5,242.00
Bill Pmt -Check	06/25/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	06/26/15	Residential 3 Sylvan	Contract Labor	-3,243.00
TOTAL				-3,243.00
Bill Pmt -Check	07/01/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	07/01/15	Residential 41 Victory Point Dr.	Contract Labor	-3,721.00
Bill	07/01/15	Advantage Building Corp ,7 Charle...	Contract Labor	-700.00
TOTAL				-4,421.00
Bill Pmt -Check	07/10/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	07/10/15	Esposito Construction:Henkel Resi...	Contract Labor	6,300.00
TOTAL				-6,300.00
Bill Pmt -Check	07/16/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	07/16/15	Residential 4 Sedge Fern	Contract Labor	-2,247.00
Bill	07/16/15	Residential 4 Sedge Fern	Contract Labor	-1,295.00
TOTAL				-6,842.00
Bill Pmt -Check	07/23/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	07/23/15	Advantage Building Corp 20 Big W...	Contract Labor	-160.00
Bill	07/23/15	Residential 36 4th Ave	Contract Labor	-90.00
Bill	07/23/15	Carolina Realty Group / / Leamingt...	Contract Labor	-150.00
Bill	07/23/15	Residential 38 Bear Creek Dr	Contract Labor	-300.00
Bill	07/23/15	Residential 14 Dahlgren Ln.	Contract Labor	-200.00
Bill	07/23/15	Bald Custom Homes and Remodeli...	Contract Labor	-1,850.00
TOTAL				-2,830.00
Bill Pmt -Check	07/31/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	07/31/15	Residential St. Francis Catholic Se...	Contract Labor	-7,452.00
TOTAL				-7,452.00
Bill Pmt -Check	08/07/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	08/07/15	Residential St. Francis Catholic Se...	Contract Labor	-7,071.00

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
TOTAL				-7,071.00
Bill Pmt -Check	09/14/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	09/14/15	Residential,St. Francis Catholic So...	Contract Labor	-1,333.00
Bill	09/14/15	Residential,35 Old Fuel Dr.	Contract Labor	-3,277.00
TOTAL				-4,610.00
Bill Pmt -Check	09/21/15	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	09/18/15	Residential,70 Kingston Downs	Contract Labor	-3,625.00
Bill	09/21/15	Charles I Roth 65 Honey Locust Cir.	Contract Labor	-2,168.00
TOTAL				-5,793.00
Bill Pmt -Check	09/27/15	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	09/26/15	Residential,50 Lands End Rd.	Contract Labor	-4,953.95
TOTAL				-4,953.95
Bill Pmt -Check	09/04/15	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	09/03/15	Residential,48 Lands End Rd.	Contract Labor	-5,000.00
Bill	09/03/15	Residential,48 Lands End Rd	Contract Labor	-189.00
TOTAL				-5,189.00
Bill Pmt -Check	09/11/15	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	09/11/15	Residential,56 Crosstree dr.	Contract Labor	-40.00
Bill	09/11/15	Palmetto Sands Vacation Rentals ...	Contract Labor	-360.00
Bill	09/11/15	Gaal Custom Homes and Remodel...	Contract Labor	-7,613.00
Bill	09/11/15	Residential,12 Pandarvis Way	Contract Labor	-2,243.00
Bill	09/11/15	Residential, 12 Millwright Dr.	Contract Labor	-40.00
Bill	09/11/15	Palmetto Sands Vacation Rentals ...	Contract Labor	-60.00
Bill	09/11/15	Residential,11 Spartina Point Dr.	Contract Labor	-305.00
Bill	09/11/15	Resort Rentals of Hilton Head Islan...	Contract Labor	-50.00
Bill	09/11/15	Residential,13 Brabstock Cove	Contract Labor	-340.00
TOTAL				-8,031.00
Bill Pmt -Check	09/18/15	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	09/18/15	Residential,2 Tumbridge Dr.	Contract Labor	-4,940.00
TOTAL				-4,940.00
Bill Pmt -Check	09/24/15	Cedeno Roofing and Woodcare Co ...	Wachovia	
Bill	09/24/15	Residential,6 Dewberry Ln.	Contract Labor	-450.00
Bill	09/24/15	Residential,8 Stoney Creek Rd	Contract Labor	-180.00
Bill	09/24/15	Sentry Property Management,10 C ...	Contract Labor	-180.00
Bill	09/24/15	Residential,12 Branford Ln.	Contract Labor	-3,546.00
Bill	09/24/15	Residential,73 Related Path	Contract Labor	-280.00
Bill	09/24/15	Residential,40 Monticello Dr.	Contract Labor	-160.00
TOTAL				-4,796.00
Bill Pmt -Check	10/02/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	10/02/15	Residential 12 Millwright	Contract Labor	-5,810.00
TOTAL				-5,810.00
Bill Pmt -Check	10/07/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	10/07/15	Residential,53 Landon Rd	Contract Labor	-180.00
Bill	10/07/15	Residential,8 Stoney Creek Rd.	Contract Labor	-250.00
Bill	10/07/15	Charles I Roth 5 Delcher Ln.	Contract Labor	-1,564.00
TOTAL				-1,994.00

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2015

Type	Date	Name	Account	Paid Amount
Bill Pmt -Check	10/16/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	10/15/15	Advantage Building Corp 33 Rhett	Contract Labor	-600.00
Bill	10/15/15	Jacoby & Sons 790 Pat Howell	Contract Labor	-2,207.00
TOTAL				-7,807.00
Bill Pmt -Check	10/16/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	10/16/15	Residential 37 Old Fort Dr	Contract Labor	-200.00
Bill	10/16/15	Coal Custom Homes and Remodel...	Contract Labor	-460.00
Bill	10/16/15	Resort Rentals of Hilton Head Islan...	Contract Labor	-150.00
TOTAL				-830.00
Bill Pmt -Check	10/23/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	10/23/15	Residential 27 Mises Rd.	Contract Labor	-2,640.00
TOTAL				-2,640.00
Bill Pmt -Check	10/23/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	10/23/15	Residential 8 Ellis Rd.	Contract Labor	-3,260.00
TOTAL				-3,260.00
Bill Pmt -Check	10/28/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	10/28/15	Paragon Construction,Inc 20 Wolo...	Contract Labor	-10,000.00
TOTAL				-10,000.00
Bill Pmt -Check	11/06/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	11/06/15	Paragon Construction,Inc 20 Wolo...	Contract Labor	-10,000.00
TOTAL				-10,000.00
Bill Pmt -Check	11/20/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	11/20/15	Residential 75 Oak Tree Dr.	Contract Labor	-1,980.00
TOTAL				-1,980.00
Bill Pmt -Check	11/25/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	11/26/15	Residential 50 Sedgo Fern	Contract Labor	-4,350.00
TOTAL				-4,350.00
Bill Pmt -Check	12/04/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	12/03/15	Paragon Construction,Inc 20 Wolo...	Contract Labor	-5,000.00
TOTAL				-5,000.00
Bill Pmt -Check	12/12/15	Cedeno Roofing and Woodcare Co...	Wachovia	
Bill	12/12/15	Paragon Construction,Inc 20 Wolo...	Contract Labor	-7,000.00
TOTAL				-7,000.00
Bill Pmt -Check	12/18/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	12/18/15	Paragon Construction,Inc 20 Wolo...	Contract Labor	-2,400.00
TOTAL				-2,400.00
Bill Pmt -Check	12/24/15	Cedeno Roofing and Woodcare Co	Wachovia	
Bill	12/24/15	Paragon Construction,Inc 20 Wolo...	Contract Labor	-3,400.00
Bill	12/24/15		Contract Labor	-2,015.00

May River Roofing, Inc.
Check Payments Included on Forms 1099-MISC
January 2012 through December 2016

Type	Date	Name	Account	Paid Amount
TOTAL				-5,415.00
Bill Pmt -Check	12/28/15	Cedana Roofing and Woodcare Co . Wachovia		
Bill	12/28/15	Advantage Building Corp :14 Spaldi . Contract Labor		-4,200.00
TOTAL				-4,200.00

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Francisco Cedano

Business name/disregarded entity name, if different from above
Cedano Roofing Services

Check appropriate box for federal tax classification:
☑ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
90 Dillon Rd APT K2

Requester's name and address (optional)

City, state, and ZIP code
Hilton Head SC 29926

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
[redacted]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ Francisco Cedano | Date ▶ 04-06-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requestor gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2015

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

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

PRODUCER PC & L Agency, Inc. P.O. Box 80607 Charleston SC 29416	CONTACT NAME: Isabelle Diaz PHONE (A/C, No, Ext): (843)761-1709 FAX (A/C, No): (843)763-1710 E-MAIL ADDRESS: isabella@palagencyinc.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Arch Specialty Ins Co INSURER B: Travelers Property Casualty Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Francisco Cedeno Ramirez, DBA: Cedeno Roofing & 90 Dillon Road Apt D-1 Hilton Head SC 29926	

COVERAGES CERTIFICATE NUMBER: 15/16 JUNE 15 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			AGL0013892-01	5/30/2015	5/30/2016	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N: Y N/A			7PJUB-2E24569-A-15	6/2/2015	6/2/2016	X STATUTE OTH-ER E.L. EACH ACCIDENT $ 100,000 E.L. DISEASE - EA EMPLOYEE $ 100,000 E.L. DISEASE - POLICY LIMIT $ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
mayriverroofinginc@hotmail May River Roofing, Inc. P.O. Box 341 Bluffton, SC 29910	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stacey Fish/SRF

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I hereby acknowledge that I have received, read, and understand the Fall Protection for the Roofing Employee booklet. Furthermore, by signing bellow I acknowledge that I am responsible for the following:

1. Making sure all of your employees know that you and not May River Roofing, Inc employ them.
2. Following all of Osha regulations.
3. Providing a copy of the Fall Protection for the Roofing Employee booklet to all of your employees.

Contractor Name	Contractor Signature	Date	Supervisor Initials
Ramiro Cadena	Ramiro Cadena	12-30-15	TASA
Jose Jimenez	Jose	12-30-15	TASA
Anthony Hays	Anthony Hays	12-30-15	TASA
Sandoval RM	R.S.A.	01-10-16	TASA

From: **francisco cedeno** (cedenofcr@hotmail.com)
Sent: Wed 3/09/16 5:24 PM
To: Antonio Sandoval (mayriverroofinginc@hotmail.com); cedenofcr@hotmail.com (cedenofcr@hotmail.com)

8 attachments

20160308_134947_resized.jpg (264.3 KB) ;
20160308_131928_resized.jpg (333.5 KB) ;
20160308_125051_resized.jpg (419.8 KB) ;
20160308_101711_resized.jpg (446.3 KB) ;
20160308_101710_resized.jpg (472.0 KB) ;
20160307_172232_resized.jpg (544.5 KB) ;
20160307_172237_resized.jpg (465.6 KB) ;
20160308_101707_resized.jpg (433.9 KB)

Re-seal exposed nails
Valley repair 4 bl
Clean dry vent
$ 380

Beaufort Memorial HOSPITAL

Date: 01/18/16
Acct Num: H02630200
Med Rec Num: D328633
Name: FRANCISCO CEDENO
Location: 4TH Floor (Surgical)
Primary Provider: Mansker,Deanna MD

Patient Visit Information

Patient Instructions Reviewed

DI for Open Reduction Internal Fixation Surgery
How to Take Care of Your Cast

received 01/21/16 15:10

Activity Restrictions or Additional Instructions

Discharge Diet:Regular Diet

Activity:Ad lib. No deep sea diving or flying for 6 weeks

Special Discharge Instructions:
Call for temp >102, redness, bleeding, swelling, excessive pain, shortness of breath, questions/concerns

Follow Up Appointment:
Stoddard 2 weeks

Follow-up

CEDENO,FRANCISCO has been referred to the following clinics/specialists for follow-up care:

STODDARD,LELAND C, MD
300 MIDTOWN DR
BEAUFORT, SC 29906
843-522-7100

. Call and schedule an appointment in 2 weeks

New Prescriptions and Instructions from this Visit

(See detailed Home Medication List for all medications)

1. OxyCODONE HCl[Roxicodone]
   10 mg oral every 4 hours as needed as needed #40 tablet
   5 mg Tablet

Beaufort Memorial HOSPITAL

Date: 01/18/16
Acct Num: H02630200
Med Rec Num: D328633
Name: FRANCISCO CEDENO
Location: 4TH Floor (Surgical)
Primary Provider: Mansker,Deanna MD

Refills: 0

2. OxyCODONE HCl[Roxicodone]
   5 mg oral every 4 hours as needed as needed #40 tablet
   5 mg Tablet
   Refills: 0
3. Docusate Sodium[Colace]
   100 mg oral twice a day #30 cap
   100 mg Cap
   Refills: 0
4. Ibuprofen [Motrin]
   800 mg oral every 8 hours #60 tablet
   800 mg Tablet
   Refills: 0

Beaufort Memorial Hospital | Home Medication List | Page: 1
Date: 01/21/16 15:10
User: Kerfoot,Lesa R

Patient: FRANCISCO CEDENO
Medical Record Num: D328633
Account Number: H02630200

Please review the sections of this medication list carefully, and if you have any questions regarding your medications, contact your primary care physician.

New Medications (0)

Those are the medications to start taking at home

1. OxyCODONE HCl [Roxicodone]
   Deanna Mansker, MD
   10 mg oral every 4 hours as needed as needed
   Last Taken: 01/21/16 03:27 10 mg
   PRN Reason: Pain Scale 5-6 (Moderate Pain)

2. OxyCODONE HCl [Roxicodone]
   Deanna Mansker, MD
   5 mg oral every 4 hours as needed as needed
   Last Taken: 01/21/16 10:00 5 mg
   PRN Reason: Pain Scale 1-4 (Mild Pain)

3. Docusate Sodium [Colace]
   Deanna Mansker, MD
   100 mg oral twice a day
   Last Taken: 01/21/16 10:00 100 mg

4. Ibuprofen [Motrin]
   Deanna Mansker, MD
   800 mg oral every 8 hours
   Last Taken: 01/21/16 05:07 800 mg

Current Medications To Discuss With Your Primary Care Provider (1)

5. 1 [No Reported Home Medications]
   0 ea miscellaneous as directed
   Last Taken: Unknown

Beaufort Memorial Hospital 955 Ribaut Road Beaufort, SC 29902	Physician Discharge Instruct	Page: 1 Date: 01/21/16 15:10

CEDENO,FRANCISCO
Fac: Beaufort Memorial Hospital Loc:4TH Floor (Surgical) Bed:413-1
37 M 07/24/1978 Med Rec Num:D328633 Visit:H02630200
Attending:Deanna Mansker MD Reg Date:01/18/16
Reason:MULTIPLE RIB FRACTURES

Discharge Diet	Regular Diet
Discharge Activity	Ad lib. No deep sea diving or flying for 6 weeks
Discharge Wound Instructions	
Special Discharge Instructions	Call for temp >102, redness, bleeding, swelling, excessive pain, shortness of breath, questions/ concerns
Follow up appointment	Stoddard 2 weeks

Beaufort Memorial HOSPITAL

Date: 01/18/16
Acct Num: H02630200
Med Rec Num: D328633
Name: FRANCISCO CEDENO
Location: 4TH Floor (Surgical)
Primary Provider: Mansker,Deanna MD

How to Take Care of Your Cast

Las escayolas y tablillas se colocan para proteger los huesos y ligamentos mientras sanan. Las escayolas están hechas de yeso o fibra de vidrio y cubren su miembro herido completamente. Las tablillas proveen algo de apoyo, pero no son tan limitantes. Para que su escayola o tablilla trabaje apropiadamente es importante que usted siga las instrucciones de su doctor y le permita saber acerca de cualquier problema de inmediato.

Qué Necesitará Usted

- Hielo en una bolsa impermeable o paquetes de hielo para reducir la hinchazón
- Una protección de plástico con doble cubierta para proteger su escayola cuando se bañe

Pasos a Seguir

- Espere hasta que su escayola esté seca completamente antes de moverse. Generalmente, esto dura aproximadamente 15 minutos, pero puede llevarse una hora para las escayolas de fibra de vidrio y varios días hasta que las escayolas de yeso estén lo suficientemente duras para que pueda caminar con ellas.
- Para prevenir la hinchazón, especialmente durante los primeros 2-3 días, deberá descansar con su escayola apoyada hacia arriba a una altura más alta a la de su corazón y aplique hielo en ella (asegúrese de mantener su escayola seca). Generalmente es buena idea elevar la escayola cuando descanse.
- Con frecuencia, mueva suavemente sus dedos de las manos o de los pies de su brazo o pierna lastimados y revíselos de cualquier cambio en el color o hinchazón.
- Después de los primeros dos o tres días su doctor podría requerir verlo de nuevo para verificar qué tan bien le queda su escayola. Las escayolas pueden volverse demasiado ajustadas a causa de la hinchazón o demasiado holgadas mientras la hinchazón disminuye.
- Use una cubierta doble de plástico para proteger su escayola cuando se bañe. Se podría utilizar una bolsa para basura grande.
- Mantenga su escayola limpia y seca. No rasgue su escayola o ponga objetos en ella. No deje que la suciedad, arena o polvo entre en su escayola.

Preguntas Comunes

Beaufort Memorial HOSPITAL

Date: 01/18/16
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Pregunta: ¿Qué puedo hacer acerca de la comezón debajo de la escayola?

Respuesta: No coloque nada debajo de su escayola. Intente dar pequeños golpecitos en el lugar de la comezón o soplar aire en la escayola con un secadora, pero SÓLO en el ajuste de aire frío. Si la comezón continúa siendo un problema hable con su doctor.

Pregunta: ¿Qué deberé hacer si mi escayola se moja? ¿Qué pasará?

Respuesta: Si su escayola aún se siente mojada durante 4 ó 5 horas, usted deberá llamar a su doctor. El agua causa que las escayolas de yeso se rompan y las escayolas de fibra de vidrio huelan mal ya que crecen bacterias en el interior del relleno.

Llame a Su Doctor

Consulte a su doctor si en cualquier momento usted:

- Tiene hinchazón, decoloración, enfriamiento, entumecimiento u hormigueo debajo de su escayola (en sus dedos de las manos o de los pies)
- Dolor, ardor o punzadas excesivas debajo su escayola
- Tiene pérdida de la sensación o movimiento en sus dedos de las manos o de los pies
- Siente que su escayola se ha vuelto demasiado ajustada o demasiado holgada
- Nota un mal olor que provenga de su escayola, secreción o manchas rojas o secas en su piel
- Nota que su escayola tiene grietas o manchas suaves en ella o se daña de alguna manera

Beaufort Memorial HOSPITAL

Date: 01/18/16
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Name: FRANCISCO CEDENO
Location: 4TH Floor (Surgical)
Primary Provider: Mansker,Deanna MD

Discharge Instructions for Open Reduction Internal Fixation Surgery

Le acaban de realizar una cirugía de reducción abierta y fijación interna para reparar el hueso fracturado. La recuperación de esta cirugía depende del hueso implicado. Puede tomar entre varias semanas y varios meses. Siga estos pasos para lograr una recuperación satisfactoria en su casa.

Qué necesitará

Junto con los medicamentos, es posible que necesite los siguientes elementos:

- Suministros de vendas
- Dispositivos para la movilidad (p. ej., muletas, andador, silla de ruedas)
- Férula

Pasos a seguir

Cuidado en el hogar

Según el hueso que se fracturó, es posible que le den el alta con un yeso, una férula u otro dispositivo. Puede haberse colocado una venda sobre la incisión. Su médico le dará instrucciones especiales según la cirugía.

Es importante que:

- Mantenga el área de la incisión limpia y seca.
- Lávese las manos antes de cambiar la curación. Siga las instrucciones del médico sobre la frecuencia con que debe cambiar la venda.
- Consulte a su médico para saber cuándo puede ducharse.

Dieta

Para estimular la consolidación de los huesos, asegúrese de comer una dieta saludable rica en calcio, proteínas, vitaminas y minerales. Para prevenir la constipación, coma una dieta rica en granos enteros y beba gran cantidad de líquidos.

Actividad física

Le mostrarán cómo moverse después de la cirugía. Es posible que necesite muletas o un andador. Para mantener el hueso en su lugar después de la cirugía puede colocarse un yeso o una férula. La mayoría de los pacientes trabajan con un fisioterapeuta para recuperar la fuerza muscular y la amplitud de movimiento. Un fisioterapeuta también puede ayudarle a aprender cómo caminar, acostarse y levantarse de la cama después de la cirugía.

Asegúrese de hacer lo siguiente:

- Pregunte a su médico cuándo podrá regresar a trabajar.
- No conduzca a menos que su médico lo autorice a hacerlo.
- Pregunte qué tipo de ejercicio y qué cantidad puede hacer una vez que el hueso se haya consolidado.

Medicamentos

Su médico le recetará un analgésico o le recomendará un analgésico de venta libre. Es recomendable realizar algunas sesiones de fisioterapia si siente dolor con el movimiento. También podría tener que tomar un antibiótico para prevenir infecciones.

Cuando tome medicamentos, es importante que:

- Tome sus medicamentos como se le indique. No cambie la cantidad ni el horario.
- No deje de tomarlo sin hablar con su médico al respecto.
- No comparta los medicamentos.
- Conozca cuáles son los resultados y efectos secundarios que podría padecer. Infórmelos a su médico.
- Algunos medicamentos pueden ser peligrosos cuando se mezclan. Hable con un médico o farmacéutico si usted está tomando más de un medicamento. Esto incluye medicamentos de venta libre y hierbas o suplementos dietéticos.
- Planee con anticipación sus reabastecimientos para que no se quede sin existencias.

Si debió dejar de tomar medicamentos antes de la cirugía, pregunte al médico cuándo puede reanudar el tratamiento. Los medicamentos que suelen interrumpirse

incluyen:

- Medicamentos antiinflamatorios (p. ej., aspirina)
- Anticoagulantes, como clopidogrel (Plavix) o warfarina (Coumadin)

Cambios en el estilo de vida

Usted y su médico planearán los cambios de estilo de vida que lo ayudarán a recuperarse. Algunas medidas que debe tener en mente incluyen:

- Consiga que alguien lo ayude en el hogar mientras se recupera.
- Según el hueso que se operó, puede ser recomendable realizar ciertas modificaciones en su casa:
  - Si le cuesta subir las escaleras, tenga en cuenta la posibilidad de colocar una cama en la planta baja.
  - Utilice una silla en la ducha si le realizaron la cirugía en la pierna o el pie.
  - Quite los obstáculos como cables flojos, alfombras y alambres de los lugares por donde camina.
  - Hable con el fisioterapeuta o el terapeuta ocupacional para obtener otras ideas específicas para su cirugía.
- Controle regularmente la sensibilidad y la apariencia del brazo o la pierna afectada.
- Eleve el miembro afectado por sobre el nivel del corazón para disminuir la inflamación.

Seguimiento

El médico le pedirá que programe citas de seguimiento para controlar la consolidación del hueso. Es posible que deban realizarle una radiografía antes de la cita. Es importante que asista a todas las citas programadas.

Llame a su médico si ocurre lo siguiente

Después de salir del hospital, llame al médico en los siguientes casos:

- Signos de infección, incluso fiebre y escalofríos
- Enrojecimiento, inflamación o aumento del dolor en el miembro afectado

Beaufort Memorial HOSPITAL

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- Gran cantidad de sangrado o cualquier secreción en el sitio de la incisión
- Pérdida de sensibilidad en el miembro afectado
- Inflamación o dolor en los músculos ubicados alrededor del hueso fracturado
- Dolor que no puede controlar con los medicamentos que se le administraron
- Necesidad constante de orinar
- Dolor o ardor al orinar
- Sangre en la orina
- Tos, falta de aire o dolor en el pecho
- Dolor de articulaciones, fatiga, rigidez, sarpullido u otros síntomas

En caso de urgencia, **llame al servicio de emergencias.**

Patient Health Summary

Compile Date: 01/21/16 15:10 EST

Patient Name	Address/Phone	Sex	Marital Status	Date of Birth	Medical Record #
FRANCISCO CEDENO	90 DILLON RD HILTON HEAD ISLAND, SC 29926 843-682-3963	M	MARRIED	[redacted] 1978	D328633

Pregnant	Language	Ethnicity	Race	Additional Races	Religion
N/A	Spanish	Hispanic/Latino	HISPANIC	None Recorded	Catholic

Support

Next of Kin	Relationship	Address	Phone Number
CHRISTINA CRUZ	Spouse	90 DILLON RD HILTON HEAD ISLAND, SC 29926	843-682-3963

Encounters

Encounter	Location	Register/Admit
Adm Inpatient	Beaufort Memorial Hospital	01/18/16 16:06

Care Team Providers

Care Team Provider Name	Role	Phone	Provider Type
Dr Luke D Baxley	Emergency Provider	843-522-5101	Associate Staff
Dr Deanna Mansker MD	Admit Provider	524-8171	Provisional
Dr Deanna Mansker MD	Attending Provider	524-8171	Provisional
LELAND C STODDARD	Other Provider	843-522-7100	Active

Insurance Providers

Payer Name	Group #	Policy #	Subscriber	Relationship	Address/ Phone
600 SELF PAY			FRANCISCO CEDENO	Self	90 DILLON RD HILTON HEAD ISLAND, SC 29926 843-682-3963
WORKMENS COMPENSATION		7PJUB-2E24569-A-15	FRANCISCO CEDENO	Self	90 DILLON RD HILTON HEAD ISLAND,

						SC 29926 843-682-3963

Guarantor Information

Guarantor Name	Address	Phone
CEDENO,FRANCISCO	90 DILLON RD HILTON HEAD ISLAND, SC 29926	843-682-3963

Allergies, Adverse Reactions, Alerts

Allergen	Type	Severity	Reaction	Last Updated
No Known Allergies	Allergy			01/18/16

Problems

Active Problems	Diagnosis Date
Fracture of distal radius and ulna	Not Recorded
Pneumothorax	Not Recorded

Medications

Medication	Dose	Route	Directions	Days	Qty
OxyCODONE HCl [Roxicodone] 5 MG Tablet	10 Milligram	Oral	every 4 hours as needed as needed for Pain Scale 5-6 (Moderate Pain)		40
OxyCODONE HCl [Roxicodone] 5 MG Tablet	5 Milligram	Oral	every 4 hours as needed as needed for Pain Scale 1-4 (Mild Pain)		40
Docusate Sodium [Colace] 100 MG Cap	100 Milligram	Oral	twice a day		30
Ibuprofen [Motrin] 800 MG Tablet	800 Milligram	Oral	every 8 hours		60
1 [No Reported Home Medications]	0 Each	Miscellaneous	as directed		

Advanced Directives

Directive	Response	Recorded Date/Time
Advance Directives	No	01/18/16 18:06

Immunizations

No Immunizations Recorded

Vital Signs

Vital Sign	Result	Reference	Recorded Date/Time
Temp	98.7 F	97.6 F-99.6 F	01/21/16 11:14 EST
Pulse	72 BPM	60-100	01/21/16 11:14 EST
Resp	18 RPM	12-20	01/21/16 11:14 EST
BP	153/85	100/65-140/90	01/21/16 11:14 EST
O2 Sat (%)	96 %	90-100	01/21/16 11:14 EST

Measurement	Result	Reference	Recorded Date/Time
Height	5 ft 10 in		01/18/16 18:28
Weight	86.7 kg		01/18/16 18:28
BMI	27.4		01/18/16 18:28

Encounter Diagnoses

Diagnosis	Diagnosis Date
Fracture of distal end of radius and ulna	Not Recorded
Pneumothorax	Not Recorded

Procedures

No Procedures Recorded

Lab Results

Test Name	Result/Comment	Unit	Reference	Date/ Time
White Blood Count	9.3	K/uL	3.0-11.6	01/19/16 05:18 EST
Red Blood Count	4.59	M/uL	3.6-5.9	01/19/16 05:18 EST
Hemoglobin	13.4	g/dL	11.0-17.0	01/19/16 05:18 EST
Bedside Hemoglobin	15.5	g/dL	11.0-15.5	01/18/16 11:43 EST
Hematocrit	40.6	%	31.0-51.0	01/19/16 05:18 EST
Bedside Hematocrit	46	%	31-46	01/18/16 11:43 EST
Mean Corpuscular Volume	88.5	fL	76-99	01/19/16 05:18 EST

Mean Corpuscular Hemoglobin	29.3	pg	25-35	01/19/16 05:18 EST
Corrected MCHC	33.1	g/dL	33-35	01/19/16 05:18 EST
Red Cell Distribution Width	13.6	%	12.5-18.5	01/19/16 05:18 EST
Platelet Count	138	K/uL	130-400	01/19/16 05:18 EST
Granulocytes #	6.40	K/uL	1.05-9.28	01/19/16 05:18 EST
Add Manual Differential	Auto			01/19/16 05:18 EST
Segmented Neutrophils %	68.3	%	35.0-80.0	01/19/16 05:18 EST
Lymphocytes	22.9	%	12.0-50.0	01/19/16 05:18 EST
Lymphocytes #	2.10	K/uL	0.36-5.8	01/19/16 05:18 EST
Monocytes	8.1	%	2.0-13.0	01/19/16 05:18 EST
Monocytes #	0.80	K/uL	0.06-1.5	01/19/16 05:18 EST
Eosinophils	0.2	%	0-5.0	01/19/16 05:18 EST
Eosinophils #	0.00	K/uL	0-0.6	01/19/16 05:18 EST
Basophils	0.5	%	0-2.0	01/19/16 05:18 EST
Basophils #	0.00	K/uL	0-0.2	01/19/16 05:18 EST
	** Symbol "#" represents ABSOLUTE VALUES **			
Prothrombin Time with INR	13.1	sec	12.1-14.8	01/18/16 11:26 EST

INR International Normalized Ratio	1.02 THE INR THERAPEUTIC RANGE (2-3) IS INTENDED FOR PATIENTS ON LONG TERM COUMADIN (WARFARIN) THERAPY AND WILL DEPEND ON THE CLINICAL DISORDER BEING TREATED.			01/18/16 11:26 EST
Activated Partial Thromboplast Time	21.8 L RESULTS VERIFIED BY REPEAT ANALYSIS. FIBRINOGEN SCREENED 240. TUBE CHECKED NO CLOTS. ********** ** MEDICAL ALERT *** ********** For safe and effective coagulation dosing with heparin, please review the heparin dosing protocols effective 4.25.07. The recommended APTT therapeutic range for the treatment of DVT or PE is 64-101 seconds, and for Cardiac/Thrombolytic therapy is 45-64 seconds. ********** ********** **********	sec	23.0-35.4	01/18/16 11:26 EST
Bedside Sodium	137	mmol/L	136-145	01/18/16 11:43 EST
Sodium Level	136	mmol/L	136-145	01/19/16 05:18 EST
Bedside Potassium	2.8 L	mmol/L	3.5-5.3	01/18/16 11:43 EST
Potassium Level	3.9	mmol/L	3.5-5.3	01/19/16 05:18 EST
Bedside Chloride	105.0	mmol/L	98-109	01/18/16 11:43 EST
Chloride Level	102	mmol/L	98-109	01/19/16 05:18 EST
Carbon Dioxide Level	26	mmol/L	21-31	01/19/16 05:18 EST
Anion Gap	8			01/19/16 05:18 EST
Blood Urea Nitrogen	13	mg/dL	5-26	01/19/16 05:18 EST

Creatinine	0.69	mg/dL	0.50-1.30	01/19/16 05:18 EST
Bedside Creatinine	0.85	mg/dL	0.50-1.30	01/18/16 11:43 EST
Estimat Glomerular Filtration Rate	> 90 ****GFR Categories in CKD**** GFR Category eGFR(mL/min/1.73m2) Description G1 >or= 90 Normal or High G2 60-89 Mildly decreased G3(a,b) 30-59 Moderately decreased G4 15-29 Severely decreased G5 < 15 Kidney failure This calculation uses IDMS-referenced creatinine to calculate eGFR with the CKD-EPI equation for ages >or= 18. Reference: Kidney International Supplements (2013)3,5-14	mL/min	>or=90	01/19/16 05:18 EST
Glucose Level	112	mg/dL	70-118	01/19/16 05:18 EST
Bedside Glucose	146 H	mg/dL	70-118	01/18/16 11:43 EST
Bedside Lactic Acid	3.4 H	mmol/L	0.5-2.2	01/18/16 11:43 EST
Calcium Level	9.0	mg/dL	8.5-10.8	01/19/16 05:18 EST
Bedside Ionized Calcium (Meas)	1.12 L	mmol/L	1.15-1.33	01/18/16 11:43 EST
Total Bilirubin	0.9	mg/dL	0.2-1.0	01/18/16 11:26 EST
Aspartate Amino Transf (AST/SGOT)	114 H	IU/L	10-42	01/18/16 11:26 EST
Alanine Aminotransferase (ALT/SGPT)	115 H	IU/L	10-60	01/18/16 11:26 EST

Alkaline Phosphatase	58	IU/L	32-100	01/18/16 11:26 EST
Bedside Creatine Kinase MB	6.8 This Point of Care (POC) assay was performed on a BIOSITE TRIAGE Meter.	ng/mL	0.0-8.0	01/18/16 11:36 EST
Bedside Myoglobin	> 500.0 H This Point of Care (POC) assay was performed on a BIOSITE TRIAGE Meter.	ng/mL	0.0-170	01/18/16 11:36 EST
Bedside Troponin I	< 0.05 Diagnostic cutoff for the BIOSITE Triage AMI is 0.4 ng/mL. Troponin (POC) values >0.05 ng/mL, but <0.4 ng/mL aid in the risk stratification of patients with unstable angina or non-ST segment elevation acute coronary artery syndromes. This Point of Care (POC) assay is performed on a BIOSITE TRIAGE Meter.	ng/mL	0.0-0.4	01/18/16 11:36 EST
Total Protein	6.8	g/dL	6.2-8.1	01/18/16 11:26 EST
Albumin	4.3	g/dL	3.4-4.9	01/18/16 11:26 EST
Urine Color	Straw			01/18/16 13:23 EST
Urine Appearance	Slightly-cloudy		CLEAR	01/18/16 13:23 EST
Urine pH	5	pH	4.6 - 8.0	01/18/16 13:23 EST
Urine Specific Gravity	1.032 H		1.003-1.030	01/18/16 13:23 EST
Urine Protein	30 H	mg/dL	NEG	01/18/16 13:23 EST
Urine Ketones	Negative	mg/dL	NEG	01/18/16 13:23 EST
Urine Blood	Large H		NEG	01/18/16 13:23 EST

Urine Nitrite	Negative		NEG	01/18/16 13:23 EST
Urine Bilirubin	Negative		NEG	01/18/16 13:23 EST
Urine Urobilinogen	Negative	mg/dL	Neg - 1.0	01/18/16 13:23 EST
Urine Leukocyte Esterase	Negative		NEG	01/18/16 13:23 EST
Urine RBC	>50 H	/HPF	0-2	01/18/16 13:23 EST
Urine WBC	6-10	/HPF	0-2	01/18/16 13:23 EST
Urine Squamous Epithelial Cells	1+ H	HPF	NEG - 1+	01/18/16 13:23 EST
Urine Bacteria	None seen		NONE SEEN	01/18/16 13:23 EST
Urine Mucus	1+ H	LPF	NOT PRESENT	01/18/16 13:23 EST
Urine Yeast	1+ H		NEGATIVE	01/18/16 13:23 EST
Urine Glucose	Negative	mg/dL	NEG	01/18/16 13:23 EST

Micro Results

No Micro Results Recorded

Radiology Procedures

Category	Procedure	Date/Time	Status
Imaging-Ct	CT Head wo Cont	01/18/16 11:21	Completed
Imaging-Ct	CT Cervical Spine wo Cont Cmp	01/18/16 11:21	Completed
Imaging-Ct	CT ED Chest Abd Pelvis w Cont	01/18/16 11:21	Completed
Imaging-Xray	XR Pelvis	01/18/16 11:21	Completed
Imaging-Xray	XR Hand Left AP and Lateral	01/18/16 11:22	Completed
Imaging-Xray	XR Wrist Left 2 Views	01/18/16 11:22	Completed
Imaging-Xray	XR Chest Portable	01/18/16 11:43	Completed
Imaging-Ct	CT Thoracic Spine wo Cont Cmp	01/18/16 13:45	Completed
Imaging-Ct	CT Lumbar Spine wo Cont Cmp	01/18/16 13:45	Completed
Imaging-Ct	CT Wrist L wo Cont	01/18/16 19:16	Completed
Imaging-Xray	XR Chest Portable	01/18/16 16:12	Completed

Imaging-Xray	XR Chest Portable	01/19/16 07:25	Completed
Imaging-Xray	XR Fluoro less than 60min	01/20/16 15:28	Completed
Imaging-Xray	XR Wrist Left 3 or > Views	01/20/16 17:12	Completed

Social History

History	Response	Recorded Date/Time
Drug Use	None	01/18/16 18:06
Alcohol Use	Social	01/18/16 18:06
Type Of Alcohol Consumed:	Beer	01/18/16 18:06
Frequency of Alcohol Use	Occasional	01/18/16 18:06
Type of Tobacco Used	Cigarettes	01/18/16 18:06
If Current or Former Smoker, How Much Tobacco	1 to 2 cigarettes	01/18/16 18:06
Smoking Status	Former Smoker	01/18/16 18:06
Smoking Stop Date	01/02/16	01/18/16 18:06

Cognitive Status

Cognitive Observation	Response	Recorded Date/Time
Level of Consciousness	Arousable	01/20/16 15:45

Functional Status

Functional Observation	Response	Recorded Date/Time
Fixed Learning Barriers	None	01/21/16 03:28
Assistive Device Type	None	01/18/16 18:06

Family History

History	Response	Recorded Date/Time
Hx Known Family Medical Problems	No	01/18/16 18:06

Discharge Care Plan

Reason for Visit	MULTIPLE RIB FRACTURES
Instructions/Education Provided	How to Take Care of Your Cast DI for Open Reduction Internal Fixation Surgery
Prescriptions	see Medication section
Referrals	STODDARD,LELAND C, MD [Active] -

Additional Instructions/ Education	Discharge Diet:Regular Diet Activity:Ad lib. No deep sea diving or flying for 6 weeks Special Discharge Instructions: Call for temp >102, redness, bleeding, swelling, excessive pain, shortness of breath, questions/concerns Follow Up Appointment: Stoddard 2 weeks

Report(s)

No Reports Entered

ZURICH
American Zurich Insurance Co
P.O. Box 473502
Charlotte, NC 28247-3502

01/25/2016

Francisco C. Ramirez
90 Dillon Rd Apt D1
Hilton Head SC 29926

Employer:	May River Roofing, Inc.
Employee:	Francisco C. Ramirez
Claim Number:	E5V8210
Date of Injury:	01/22/2016

Dear Francisco Ramirez,

We have been notified of your workers compensation claim and are sorry to hear about your injury. I am the Claim Professional assigned to manage your claim. If we haven't already spoken, please contact me at the phone number or email address listed below. Your claim number is shown above. Please have this number available when you contact me.

Please also visit our injured worker website www.mywcinfo.com. This website contains useful information about what to expect with the workers compensation process including answers to frequently asked questions and links to information about workers compensation in your state.

Sincerely,

Barbara Hogue
Claim Professional
Direct: (704)544-3044
Office: (800)759-6194 Ext. 544-3044
Fax: (877)389-4687
Email: BHOGUE@travelers.com

C25448 For more information about workers compensation and your claim, please visit www.mywcinfo.com

ZURICH
American Zurich Insurance Co
P.O. Box 473502
Charlotte, NC 28247-3502

01/26/2016

Francisco Ramirez Cedeno
90 Dillon Rd Apt K2
Hilton Head SC 29926

Employer:	May River Roofing, Inc.
Employee:	Francisco Ramirez Cedeno
Claim Number:	E5V8210
Date of Injury:	01/22/2016

Dear Francisco Ramirez Cedeno,

We understand that you may have been injured at work, but we have been unable to reach you by telephone to discuss the details of your injury. I am the Claim Professional assigned to your claim, and need to obtain additional information from you to evaluate your case.

Please contact me at the phone number listed below as soon as possible. If we have already spoken, you may disregard this letter. Thank you in advance for your cooperation.

Sincerely,

Barbara Hogue
Claim Professional
Direct: (704)544-3044
Office: (800)759-6194 Ext. 544-3044
Fax: (877)389-4687
Email: BHOGUE@travelers.com

ZURICH
American Zurich Insurance Co
P.O. Box 473502
Charlotte, NC 28247-3502

02/18/2016

Workers' Comp Commission
1612 Marion
Columbia SC 29202

Employer:	May River Roofing, Inc.
Employee:	Francisco Ramirez Cedeno
Claim Number:	E5V8210
Date of Injury:	01/22/2016

Attn: Workers' Comp Commission

I am writing to update you on the status of your claim. As we discussed, we are unable to accept your claim for workers compensation benefits. Based on the information we have received, there is no employer/employer relationship. Mr. Cedeno is a independent contractor.

If you think the information we based our decision on is incorrect, or if you have additional information you would like me to consider, please let me know immediately.

If you have any questions, please contact me at the phone number or email address listed below.

Sincerely,

Barbara Hogue
Claim Professional
Direct: (704)544-3044
Office: (800)759-6194 Ext. 544-3044
Fax: (877)389-4687
Email: BHOGUE@travelers.com

CC: Beaufort Memorial Hospital
May River Roofing, Inc.

C23335CW

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, South Carolina 29202-1715
(803) 737-5723

WCC File #: 1600686
Carrier File #: 026-CB-B5V8210-P
Carrier Code #:
Employer FEIN #: 201049998

Claimant's Name: Francisco Ramirez Cedeno SSN: [redacted] Employer's Name: May River Roofing, Inc.

Address: 90 Dillon Rd Apt K2 Address: Po Box 341

City: Hilton Head State: SC Zip: 29926 City: Bluffton State: SC Zip: 29910

Home Phone: (843) 682-3963 Work Phone: Insurance Carrier: American Zurich Insurance Co

Preparer's Name: Barbara Hogue Law Firm: Preparer's Phone #: (704) 544-3044

Compensation Paid:	Number of Weeks	From (m/d/yyyy)	To (m/d/yyyy)	Amount
1. Number of weeks T.T.				$
2. Number of weeks T.P.				$
3. Number of weeks P.P.				$
4. Disfigurement				$
5. Agreement and Final Release				$
Total Compensation Paid				$
6. Total Medical Benefits* Paid				$
7. Funeral Benefits				$

(X) Case Denied Date of Injury: 01/22/2016 (m/d/yyyy)

By signing this receipt, I acknowledge that I have received the compensation shown above.

By: Certified true and correct Claimant By: Barbara Hogue Employer's Representative Date: 02/18/2016 (m/d/yyyy)

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

By:

Report of additional Fees and Recoupment

A. Carrier Reimbursement by Third Party $

B. Attorney's Fee Paid by Employer $

C. Attorney's Fee Paid by Claimant (Non-contingent fees, only) $

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

WCC Form #19
Rev. Date 3/96

19

STATUS REPORT AND COMPENSATION RECEIPT

C22947 10/13

To: Jon Attridge

[redacted]

Beaufort, S.C. [redacted]

August 30, 2015

From: Eddie Powell

[redacted]

Beaufort, S.C. [redacted]

Re: Project: New Home Construction
Location: 78 Tomotley Barony Dr.
Bull Point Subdivision
Sea Brook S.C. 29940

Please find this agreement legal and binding between Jon Attridge and Eddie Powell for managing the above project.

Responsibilities:

1. Inspect project during all phases of construction through C.O.
2. I will work to get the best price for materials and qualified subcontractors. I will submit all material and subs pricing with owner for his/her approval.
3. Note: All subcontractors will have to have my approval. I will need to make sure they are insured and qualified to perform the work quoted. There are some subcontractors that have been working for me for 25 years and still in business and responsible for their work. I will be contacting some of these subs for pricing. In most trades I will get 2 quotes min. Some subs need to be paid weekly and some every 30 days. Note there are some subcontractors that are in business that are cheaper and perform substandard work. I've been in business here going on 30 years. I know most of these subs. Some of these subs are not allowed to work for my company. Again there are just a handful of these guys that cannot work on my job site.
4. Anchor Construction will schedule project.
5. All phases of construction will meet all federal, state and local building codes.
6. Anchor will schedule all inspections as needed by county.
7. Project requires dumpster and porta john. Payed for by owner.
8. I normally test concrete at time of pour by independent testing lab.
9. All compacted fill dirt will be tested for compaction density.
10. Note there may be a few things I will get an hourly guy to do. This is in lieu of a subcontractor doing it. I will do this if it is cheaper in labor but will have the same results. I will notify you about any of this as it arises during the construction process.
11. Note I use Grayco Lumber for building materials. If there is something that seems overpriced then you and I will discuss it and bring to Graycos attention. Grayco will take back any material that is defected prior to using it. My framers will cull out any bad lumber and save it for a credit from Grayco.

Owner agrees to the following:

a. Pay all material and labor invoices after Anchor Construction (Eddie) has approved for payment.
b. Be available when possible to pick up material and hardware as needed. If you are not available for material pick, then my employee will do this. If I need an extra employee to do this work for me ie; pick up material while I'm working on the job with subs then this will be billed separately to you.
c. Contact Anchor with any problems or questions.
d. Pay Eddie Powell his fee of $ 60.00 per hour. I will keep time sheets daily and turn in to owner for payment along with invoice. My hourly rate includes fuel and automobile. My time will consist of (1) hour travel time per trip from Beaufort to Bull Point. You will be billed for my time for on site, time in meetings and my time to pick up material if needed. You will be billed the same amount if it's myself or my project superintendent working on your project in lieu of myself.
   Note: This includes phone call meeting and meetings off site concerning your project.
   I will keep accurate times for all the above and include it on my billing.
e. Owner agrees to supply Builders Risk Insurance.
f. All subcontractors will have Workerscomp and General liability insurance.
g. Anchor Construction will have a blanket Workerscomp and General Liability Insurance to cover all its employees and subcontractors.
h. Anchor Construction will not be responsible for injuries to owner, owners friends and family that may occur on this project.
i. Apply for temp electric power. By Owner.
j. I will invoice you for my general liability insurance. This is billed to me from my insurance company based on the gross amount of the cost of the job.
k. I will invoice you for my yearly county license fee which is based on the cost of construction. This is billed annually to me and County fees for job cost are posted public on their county web site.
l. Owner agrees to pay all cost related to this project. Some items may get billed to me and owner agrees to pay invoice presented by me on materials and labor for your new home.

Both Contractor and Owner whose signature appear below agree to the above:

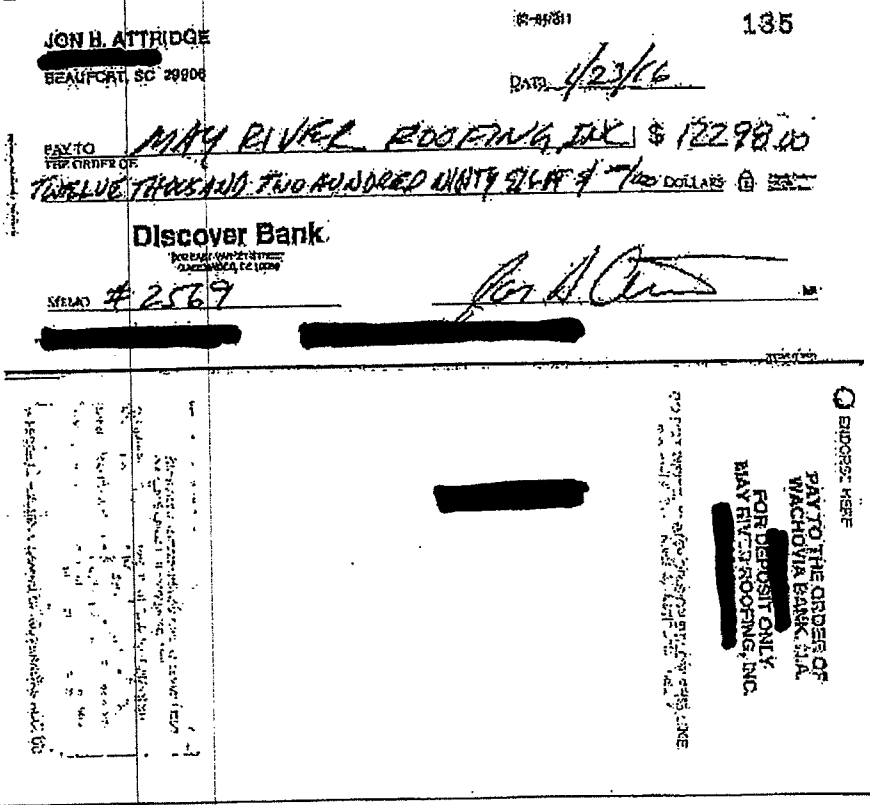
Owner _____ Date _____

Contractor _____ Date _____

DISCOVER

Check #: 135 Post Date: 02/01/2016 Amount: $ 12,298.00

Front:



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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-15)

RENEWAL OF (7PJUB 2E24569 A-14)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

1.

INSURED:

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD SC 29926 3792

PRODUCER:

P C AND L AGENCY INC
PO BOX 80607
CHARLESTON SC 29416-0607

Insured is AN INDIVIDUAL

Other work places and identification numbers are shown in the schedule(s) attached

2. The policy period is from 06-02-15 to 06-02-16 12:01 A.M. at the insured's mailing address

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) 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	$	100000 Each Accident
Bodily Injury by Disease:	$	500000 Policy Limit
Bodily Injury by Disease	$	100000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here

COVERAGE EXCLUDED - REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS EXTENSION OF INFO PAGE

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

DATE OF ISSUE: 05-18-15 WC ST ASSIGN: SC
OFFICE: DIRECT ASSIGNMENT 701
PRODUCER: P C AND L AGENCY INC 235KM

005944

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER (7PJUB-2E24569-A 15)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 1761 NAICS: 238160

		STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	$	1020
PREMIUM DISCOUNT		NONE
0900 39 EXPENSE CONSTANT		230
TERRORISM		NONE
CAT (OTHER THAN CERT ACTS OF TERRORISM)		NONE
TOTAL ESTIMATED PREMIUM		1250
DEPOSIT AMOUNT DUE		1250MP

A/R (WCIP) #

Minimum Premium: $ 1250

ST ASSIGN: SC

DATE OF ISSUE 05-18-15 WC
OFFICE: DIRECT ASSIGNMENT 701
PRODUCER P C AND L AGENCY INC 238KM

Ramirez APA 203

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE SCHEDULE WC 00 00 01 (A)

POLICY NUMBER (7PJUB 2E24569-A 15)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

INSURED'S NAME: CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING

13579 SC

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN 917711920 ENTITY CD 001				
CEDENO RAMIREZ, FRANCISCO DBA CEDENO ROOFING & WOODWORKING				
90 DILLON RD APT D1 HILTON HEAD ISLAND, SC 29926-3782 SIC CODE: 1761 NAICS: 238160				
ROOFING - ALL KINDS & DRIVERS	5551	IF ANY	52.16	

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM $	NONE
	ADD FOR POLICY MINIMUM	1020
TOTAL ESTIMATED	ANNUAL STANDARD PREMIUM	1020
	EXPENSE CONSTANT(0900)	230
	0.0200 TERRORISM (9740)	INCL
0.0100 CAT(OTHER THAN CERT	ACTS OF TERRORISM) 9741	INCL
	TOTAL ESTIMATED PREMIUM	1250
	DEPOSIT AMOUNT DUE	1250

DATE OF ISSUE: 05-18-15 WC ST ASSIGN: SC SCHEDULE NO: 1 OF LAST

006365

Ramirez APA 204

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER 17PJUB-2E24569 A-15)

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A 001	EXTENSION OF INFORMATION PAGE SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 00 03 26 A - 001	LIMITED OTHER STATES INSURANCE END
WC 00 04 14 00 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 17 B 001	ASSIGNED RISK LSRP NOTIFICATION END
WC 00 04 22 B - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 21 D 001	CATASTROPHE (D/T CERT ACTS OF TERR) ENDT
WC 00 04 19 00 001	PREMIUM DUE DATE ENDORSEMENT

DATE OF ISSUE: 05-18-15 ST ASSIGN: SC Page 1 of LAST

035540

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 26 (A)

POLICY NUMBER (7PJUB 2E24569 A 15)

RESIDUAL MARKET
LIMITED OTHER STATES INSURANCE ENDORSEMENT

"Part Three – Other States Insurance" of the policy is replaced by the following.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:

   a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page, and

   b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and

   c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.

2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.

3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE!

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

DATE OF ISSUE: 05-18-15 ST ASSIGN: SC

WC5367

Ramirez -APA-206

Appendix-431

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 14 (00)

POLICY NUMBER 17PJUB 2E24569 A 15-1

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

DATE OF ISSUE 05-18-15 ST ASSIGN SC

Ramirez -APA-207

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 17 (B)

POLICY NUMBER (7PJUB 2E24569 A 15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION ENDORSEMENT

A. LSRP Mandatory Assigned Risk Retrospective Rating Plan

This endorsement is to advise you that, during the term of this policy or upon renewal, you may become subject to the mandatory assigned risk Loss Sensitive Rating Plan (LSRP), which is a retrospective rating plan that may adjust the cost of your workers compensation and employers liability insurance policy. This endorsement must be attached to all assigned risk policies including policies for professional employer organization (PEO) and temporary arrangements regardless of LSRP standard premium size in states that have approved the LSRP. In the event that you meet or exceed the eligibility requirements of LSRP, an LSRP contingent deposit equal to 20% of LSRP standard premium is required.

B. Eligibility

1. Your insurance is written under a Workers Compensation Insurance Plan (WCIP) in a state that has approved LSRP.
2. a. LSRP will apply to an individual assigned risk policy if the standard premium meets or exceeds the amount noted in the Schedule, in accordance with NCCI's ***Basic Manual***.
   b. It may not always be possible for a single carrier to provide coverage for all requested states; additional policies issued by more than one carrier may be necessary.
   c. WCIP policies issued in non-LSRP-approved jurisdictions are not subject to LSRP and are not combinable with WCIP policies in LSRP-approved jurisdictions for eligibility purposes.
   d. LSRP eligibility may be impacted by ownership or combinability status in accordance with NCCI's ***Experience Rating Plan Manual***.
3. LSRP standard premium is defined in accordance with NCCI's ***Basic Manual***.

C. Deposit/Initial Premium and LSRP Contingency Deposit

1. Deposit or initial premium is paid on all new and renewal WCIP policies, including LSRP policies, in accordance with NCCI's ***Basic Manual***. It is paid to us in addition to the LSRP contingency deposit, which secures all new and renewal LSRP policies as detailed in the LSRP rules.
2. The LSRP contingency deposit paid to us serves as collateral for premium that may be due to us as a result of losses incurred during the policy term.
3. At policy inception, the LSRP contingency deposit is calculated by multiplying the LSRP standard premium by 20%. If WCIP policies are combined for LSRP purposes, the LSRP contingency deposit is calculated by multiplying the combined LSRP standard premium for all policies by 20%.

D. Impact of Changes in LSRP Standard Premium

1. For all policies except for professional employer organizations (PEOs) and temporary arrangements, LSRP may be applied to a policy, or an LSRP policy may be converted to a guaranteed cost policy.

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a. If the LSRP standard premium decreases during the first 120 days, and falls below the LSRP eligibility threshold, your policy will be converted to a guaranteed cost policy, retroactive to policy inception and your LSRP contingency deposit will be returned

b. If the LSRP standard premium increases during the first 120 days, and meets the LSRP eligibility threshold, LSRP will be applied retroactively to policy inception and the 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP

c. If the LSRP standard premium decreases after the first 120 days and falls below the LSRP eligibility threshold, the LSRP continues to be applied to your policy(ies)

d. If the LSRP standard premium increases after the first 120 days, and meets the LSRP eligibility threshold, your policy(ies) will remain a guaranteed cost policy(ies) and the LSRP is applied at renewal subject to meeting the eligibility requirements on the renewal policy(ies)

2. For all PEO and temporary arrangement WCIP policies, if the LSRP standard premium meets or exceeds the eligibility threshold at any time, LSRP is applied retroactively to policy inception. The 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.

E. Evasion of LSRP

1. If you take actions for the purpose of avoiding the application of LSRP, or for otherwise legitimate business reasons that nonetheless result in the improper calculation and/or application of LSRP, regardless of intent, any action that results in the miscalculation and/or misapplication of LSRP determined in accordance with the LSRP rules is prohibited. These actions include, but are not limited to:

   - Misrepresentation and/or miscalculation of payroll at application, audit or renewal
   - Failure to report changes in ownership or ownership information according to the WCIP and NCCI's ***Experience Rating Plan Manual***
   - Violation of any of the terms and conditions under the policy for which this insurance was issued
   - Failure to allow us and/or the Plan Administrator and/or rating organization reasonable access to your facilities or files and records for audit or inspection
   - Failure to disclose to us and/or the Plan Administrator and/or rating organization the full nature and scope of your exposure or business operations

2. In such circumstances, we and/or the Plan Administrator and/or rating organization may obtain any information that indicates evasion or improper calculation or application of LSRP due to actions including but not limited to, those listed above. We and/or the Plan Administrator and/or rating organization will act to ensure the proper calculation and application of LSRP to inception of all current and preceding WCIP policies impacted by those actions.

This endorsement applies in the states listed in the Schedule below.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 17 (B)

POLICY NUMBER (7PJUB-2E24569-A-15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Schedule

State	Premium Eligibility
ALABAMA	$250,000
ARIZONA	$250,000
CONNECTICUT	$250,000
DISTRICT OF COLUMBIA	$250,000
GEORGIA	$250,000
IDAHO	$250,000
ILLINOIS	$250,000
INDIANA	$250,000
KANSAS	$250,000
NEW HAMPSHIRE	$250,000
NEVADA	$250,000
NORTH CAROLINA	$250,000
OREGON	$250,000
SOUTH CAROLINA	$250,000
SOUTH DAKOTA	$250,000
VERMONT	$250,000
WEST VIRGINIA	$250,000

DATE OF ISSUE 05-18-15 ST ASSIGN SC

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 22 (B)

POLICY NUMBER 17PJUB-2E24569-A-15 I

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

DATE OF ISSUE 05-18-15 ST ASSIGN. SC

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 22 (B)

POLICY NUMBER: (7PJUB 2E24569 A 15)

b. $120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible

c. $140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible

d. $160,000,000 with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible

e. $180,000,000 with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible

f. $200,000,000 with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000

3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below

Schedule

State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective | Policy No | Endorsement No
Insured | Premium $

Insurance Company | Countersigned by _____

DATE OF ISSUE 05-18-15 ST ASSIGN. SC

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005570

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 21 (D)

POLICY NUMBER (7PJUB-3E24569 A 15)

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of $50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  a. It is an act that is violent or dangerous to human life, property, or infrastructure.
  b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____ Policy No _____ Endorsement No _____
Insured _____ Premium $ _____

Insurance Company _____ Countersigned by _____

DATE OF ISSUE: 05-18-15 ST ASSIGN SC

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 19 (00)

POLICY NUMBER (7PJUB-2E24569-A-15)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend

Section D of Part Five of the policy is replaced by this provision

PART FIVE

PREMIUM

D. Premium is amended to read

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

DATE OF ISSUE 05-18-15 ST ASSIGN SC

Page 1 of 1

Ramirez -APA-214

PREMIUM AUDIT TIPS

Please take a moment to read the following audit tips, which will help you prepare for your Workers Compensation premium audits. With proper preparation, you could save time and possibly premium dollars.

We are required to complete premium audits on your Assigned Risk Workers Compensation policy to determine your policy premium. **Your cooperation** in scheduling an appointment with our auditor, or completing and returning the Policyholder Report, is very important.

Remember! An accurate audit depends on having your records prepared for review, and making sure that a person with detailed knowledge of your business is available to answer the auditor's questions.

Become familiar with your state Workers Compensation requirements. Some of the following questions may apply to your state.

QUESTIONS COMMONLY ASKED BY CUSTOMERS	ANSWERS	PREMIUM AUDIT TIPS
What records will I need to provide for a premium audit?	We will look for payroll and disbursement journals, general ledger, cash receipt journal and checkbooks.	Maintain your records up to date during the policy term
Will I need to provide my tax records?	Yes, we will need to review your tax records, such as 941's, State Unemployment Wage reports, 1099's, 1040c (Schedule C), 1120, 1065, etc	Keep copies of filed tax forms applicable during the policy term
Are holiday, vacation, sick time wages or housing allowances included in my Workers Comp premium calculation?	Holidays, Vacation, Sick Time wages and housing allowances must be included in your premium calculation	Severance and third-party disability payments may be excluded. Maintain separate records for these payments
Are tips included in my Workers Compensation premium calculation?	Tips are excluded, provided your records separate tips from regular wages	For each employee earning tips, maintain records of tips and wages paid
Are overtime payments included in my Workers Compensation premium calculation? Note: Not applicable in the state of Nevada	Wages paid for overtime are included as payroll at the employee's regular pay rate, provided that overtime wages are recorded separately. Overtime wages that are recorded separately are included at two-thirds (2/3) of the total amount paid. (Contact your producer for your state specific guidelines.)	For each employee paid overtime, maintain record of regular wages and overtime payments.
When can an employee's payroll be split among more than one classification code?	Employee payroll is assigned to the basic classification that best describes the business of the employer. It is the overall business that is classified, not each employee or duty. However, the payroll for an employee can be split if the classification can be applied to your business (based on the Classification Rules), and you maintain a payroll breakdown for the employee by job classification. Certain job classifications cannot be split for one employee (examples: 8810, 8742, 8871, 8748)	If the conditions are met, maintain records that reflect the employee's actual time working within each job classification. Remember! Estimated or percentage allocation of payroll is not permitted. If records don't show the entire payroll applicable to each classification, the entire payroll of the individual employee must be assigned to the highest rated classification that represents any part of his/her work.

Can corporate officers be excluded from coverage?	Some states' Workers Compensation laws may permit officers to elect exclusion from Workers Comp coverage (Contact your producer for your state specific guidelines)	Send us any required exclusion forms immediately, and advise us of any new officers during the policy term
What happens if I'm a partnership and I incorporate during the policy term? (Change in legal entity or ownership)	Changing your legal entity status during the policy term may impact your coverage and/or premium under your state's Workers Compensation Law	Advise us immediately if you change your legal entity status or if the ownership of your business changes
Who is an Independent Contractor?	Generally speaking, an Independent Contractor is one who makes a business of providing a specific service for a pre-determined price, to several different customers, under his/her own terms. *	Maintain copies of contracts and invoices showing breakdown of labor and material, business cards, and certificates of Workers Compensation insurance
Will I be charged for Independent/Sub-contracted work?	You may be liable for employees of uninsured independent contractors/subcontractors We therefore may charge premium for independent/subcontracted work without valid certificates of Workers Compensation Insurance *	Obtain and maintain valid certificates of insurance showing Workers Compensation coverage for all independent/subcontracted work.
What is a valid certificate of Workers Compensation insurance?	A valid certificate of insurance identifies a Workers Compensation policy which is effective during your policy period, lists the Workers Compensation carrier, policy number, and policy term, shows the independent contractor/ subcontractor as "Insured", and your company as "Certificate Holder"	Make sure the independent contractor's or subcontractor's, Workers Compensation policy term is effective during the time the work was performed and paid for Obtain proof of Workers Compensation coverage for the previous or subsequent term as needed

* Definitions and requirements may vary by state Additional tests of independent status may apply

The best time to prepare for your premium audit is now! Keeping proper records and documentation throughout the year may save you time and money.

If you have any questions about your Workers Compensation policy, please contact your Account Manager Underwriter

Información para auditoriar la prima de su póliza

Por favor tome un momento para leer lo siguiente información de como auditoriamos pólizas. De esta manera usted podría prepararse para el ajuste del seguro de Compensación para los Trabajadores. Con la preparación apropiada, usted podría ahorrar tiempo y posiblemente dinero de la prima.

Anualmente se nos requiere procesar ajustes a las pólizas de Compensacion para los Trabajadores para determinar el costo de la póliza. Es muy importante su cooperación en hacer y mantener una cita con nuestro auditor, o completar y devolver el reporte llamado Policy Holder Report.

¡Recuerde! El ajuste exacto a su póliza depende de que sus registros esten preparados para ser revisados y de asegurarse que una persona con conocimiento detallado de su negocio está disponible para contestar a las preguntas del auditor.

Debe familiarizarse con los requisitos estatales sobre el reajuste a su póliza de Compensación para los Trabajadores. Algunas de las siguientes preguntas pueden aplicar en su estado.

PREGUNTAS COMÚNMENTE DE CLIENTES	RESPUESTAS	SUGERENCIA PARA LA AUDITORÍA DE SU PÓLIZA
¿Qué registros voy a necesitar para cooperar con el auditor?	Debe presentar la nomina de pagos en efectivo y del jornal, el diario del los recibos de materiales pagados en efectivo, y los libros de sus chequeras	Mantenga y presente todos sus registros durante el término de su póliza
¿Necesito mi planilla de impuesto?	Si, necesitaremos revisar sus registros de impuestos, tales como 941's, informes del salario del desempleo del estado, 1099's, 1040c (seccion C), 1120, 1065 etc	Guarde y presente las copias de su planilla de impuesto durante el termino de la póliza
¿Son incluidos dias feriados, vacaciones, salarios pagados para empleados enfermos, o gastos para provisión de vivienda en mi cálculo del reajuste a mi póliza?	Días feriados, vacaciones, salarios pagados para empleados enfermos, o gastos para provisión de vivienda deben ser incluidos en el reajuste a su póliza.	La separación y los pagos de tercera persona por inhabilidad pueden ser excluidos. Mantenga sus registros separados para estos pagos
¿Son incluidas propinas en mi cálculo del reajuste a mi póliza?	Se excluyen las propinas, si estan separadas de su nomina salarial regular.	Para cada empleado que gana propinas, mantenga registros de las propinas y el salario pagado.
¿Son incluidos horas extras (sobre tiempo) en el ajuste a mi póliza? Nota: Esto no aplica en el estado de Nevada	Horas extras o sobre tiempo se incluyen en la tarifa regular de la paga del empleado, siempre y cuando los salarios de las horas extras se reporten separado. Horas extras que sean registradas separadas seran incluidas en dos tercios (2/3) de la cantidad total pagada. (Contacte a su agente de seguro para las pautas especificas del estado.)	Para cada empleado que se le pagen horas extras or sobre tiempo, mantenga un registro de su salario y de las horas extras que se le han pagado.

¿Cuando puede el pago del empleado ser separado entre más de un codigo de clasificación?	El pago del empleado se asigna a la clasificación básica que describe el negocio del patron lo mejor posible. Es el negocio total que se clasifica, no cada empleado, deber o labor. Sin embargo, el pago para un empleado puede ser separado si la clasificación lo aplica a su negocio (basado en las reglas de clasificación), y si usted mantiene un registro especifico de la paga para el empleado por la clasificación de trabajo. Ciertas clasificaciones de trabajo no se pueden separar para un empleado (ejemplos: 8810, 8742, 8871, 8748)	Si las condiciones estan de acuerdo con las expectativas, mantenga los registros de cada empleado que reflejan el tiempo que ha trabajado dentro de cada clasificación ¡Recuerde! No se permite la asignación estimada o del porcentaje de la nómina de pago. Los estimados o porcentaje no demuestran la nómina de pago entera aplicable a cada clasificación, por lo tanto la nómina de pago entera del empleado individual se debe asignar a la clasificación más alta que representa cualquier parte de su trabajo
¿Pueden los oficiales corporativos excluirse de cobertura?	En algunos estados los oficiales pueden elejir la exclusión de la cobertura del seguro de Compensación para los Trabajadores. (Contacte a su agente para sus pautas especificas del estado.)	Envienos cualquier formulario requerido por su estado para la exclusión, y notifiquenos de cualquier nuevo oficial durante el término de póliza
¿Qué sucede si yo tengo un socio o estoy incorporado durante el termino de la póliza? (Cambio de entidad legal o propietarios).	Cambiar el estado legal de la entidad durante el término de póliza puede afectar su cobertura y/o prima bajo la ley estatal de La Compensación para los Trabajadores	Notifiquenos inmediatamente si usted cambia el estado legal de su entidad, o si los propietarios de su negocio cambian
¿Quién es un Contratista independiente?	Generalmente hablando, un contratista independiente es uno quién hace un negocio de proveer un servicio específico por un precio predeterminado, a varios clientes diversos, bajo su propios términos.	Mantenga copias de contratos y facturas que demuestran especificamente el pago del trabajo y materiales, tarjetas de negocio y certificados del seguro de La Compensación para los Trabajadores
¿Me cobrarán por el trabajo completado por contratistas independiente o sub-contratistas?	Usted puede ser responsable por los empleados or ayudantes de su contratistas o subcontratista independientes sin seguro. Por lo tanto podemos cobrar por estos contratistas independiente o subcontratistas sin certificados válidos del seguro de La Compensación para los Trabajadores.	Obtenga y mantenga los certificados de seguro que demuestren la cobertura de sus contratistas independiente o subcontratistas bajo el seguro de Compensación para los Trabajadores durante el periodo contratado

¿Que es un certificado válido del seguro de Compensación para los Trabajadores?	Un certificado de seguro de La Compensación para los Trabajadores identifica la fecha durante su periodo de la póliza, enumera el portador de La Compensacion de Trabajadores, número de la poliza, y tiempo que la póliza corre, muestra el contratista como el "asegurado" (insured), y su compañía como el "sostenedor del certificado" (certificate holder)	Asegurese que el término de póliza de Compensación para los Trabajadores del contratista sea durante el tiempo que el trabajo fue realizado y pagado Obtenga la prueba de la cobertura de La Compensación para los Trabajadores para el término anterior o subsecuente según sea necesario

*Las definiciones y los requisitos pueden variar en cada estado Pruebas adicionales del estado para contratista independiente pueden aplicarse

¡La mejor época pare prepararse para ajustar su póliza de La Compensación para los Trabajadores es ahora! Guardar la documentación apropiada y sus registros a través del año puede ahorrarle tiempo y dinero.

Si usted tiene preguntas sobre su póliza de La Compensación para los Trabajadores, contacte a su agente de seguro

If Your Employee Is Injured At Work

Prompt reporting of work-related injuries and illnesses and the use of Travelers national Medical Network Providers can achieve better outcomes and lower your overall workers compensation claim costs!

Whenever an Employee suffers a work-related injury or illness, the Employer should

1. Seek appropriate medical care for the Employee
2. If the injury or illness is acute the Employer should always send the Employee to the nearest medical emergency department
3. If the injury or illness is not acute the Employer may suggest that the Employee seek treatment from the nearest Medical Network Provider Medical Network Providers understand work-related illnesses and injuries, are credentialed to help assure quality care and cooperate to achieve a medically appropriate return to work for the Employee Medical Network Providers (hospitals, initial care clinics, specialists, testing therapy etc.) are available in all 50 States and the District of Columbia Even before an illness or injury occurs, it may be helpful for the Employer to build a relationship with a convenient Medical Network Clinic or Hospital that will provide initial treatment for ill or injured Employees
4. The Employee's Supervisor should gather pertinent facts about the work-related illness or injury and may use the Worksheet For Workers' Compensation Telephone Reporting provided by Travelers as a guide
5. As soon as possible, the Employer should report all work-related illnesses or injuries to Travelers by
   - using Travelers business insurance online reporting web site at travelers.com
   - dialing our toll free number, 1-800-832-7839 If needed at that time, Travelers Customer Service Representative can provide the name of a convenient Medical Network Provider Prompt reporting of work-related illnesses and injuries is key in helping to reduce total claim costs At the conclusion of the phone call, the Travelers Customer Service Representative will provide a claim number that should be retained for the Employer's reference and also provided to the ill or injured Employee

The card below contains information that may be helpful in reporting work-related illnesses and injuries to Travelers and should be kept in a convenient location for use by the Employer when needed

TRAVELERS WC Claim Reporting

- Promptly report your work-related injuries to Travelers
  - Travelers.com
  - 800-832-7839
- Learn about Travelers unique Claim Services and find a convenient medical network provider by logging on to www.travelers.com then *Select*,
  - Claim
  - Workers Compensation claim resources
  - Find a network Medical Provider

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Page 1 of 1

WORKERS' COMPENSATION TELEPHONE REPORTING WORKSHEET

THINGS TO REMEMBER WHEN COMPLETING THE INFORMATION BELOW

Call the Telephone Reporting Center to quickly and easily report all Workers' Compensation injuries. We will be asking you the following questions so please have the information handy. We will produce and submit the necessary state forms.

DO NOT DELAY IN CALLING IF YOU DO NOT HAVE ANSWERS TO ALL THE QUESTIONS.

ACCOUNT/ACCIDENT INFORMATION

EMPLOYEE INFORMATION

EMPLOYEE JOB INFORMATION

ACCIDENT INFORMATION

CONTINUED ON REVERSE SIDE

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INJURY INFORMATION

SEE WORKERS' COMPENSATION - FIRST REPORT OF INJURY - STATE SPECIFIC QUESTIONS FOR YOUR INDIVIDUAL STATE.

CUSTOMER SPECIFIC INFORMATION

ADDITIONAL COMMENTS & INFORMATION

WUNTCD05 (Back)

WORKERS' COMPENSATION – FIRST REPORT OF INJURY – STATE SPECIFIC QUESTIONS

Alabama
Employee's County
Return to work (Y/N)
At what Occupation
At what Wage $
Return to work wage is per (Day, Week or Month)
Employer's ID (U.C. Account) Number
What Specific Product(s) does the business produce

Alaska - No Additional State Questions

Arizona
Last Day of Work after injury
Number of Days per Week Company usually Works
Department Number
If Validity of Claim is Doubted State Reason
Has injured been employed for more than 12 months (Y/N)
Was employee on overtime when injured (Y/N)

Arkansas No Additional State Questions

California
State Unemployment Insurance Account Number
Date employee was provided Employee Claim Form
Has your employee pre-designated a primary treating physician (Y/N)
If Yes, Primary Treating Physicians
First Name Last Name Street Address
City State Zip Phone
If No did your employee require medical treatment (Y/N)
If Yes, Treating Physician
First Name Last Name Phone
If No and employee requires medical treatment in the future, you can go to our website WWW.MYOCCMED.COM to find a provider in the Medical Provider Network

Colorado
Employer Federal ID Number
Does Employer have a salary continuation program (Y/N)
If Yes, is the program registered with the state (Y/N)

Connecticut No Additional State Questions

Delaware
Employer's UC Reporting Number
Employees County
Returned to work (Y/N) If Yes, at same wage (Y/N)

District of Columbia
Employer ID Number
Returned to work (Y/N)
If Yes, at what Time AM/PM
At what Wage $ Per (Day, Week or Month)
Was injured hired in DC (Y/N)
Was employee in his/her regular occupation when injured (Y/N)
Was injured given Form #7 DCWC (Y/N)
Piece or Time Worker (piece, time or blank)

Florida No Additional State Questions

Georgia
Wage Rate at time of injury $ Per
First Date employee failed to work a full day
Did employee work the next day (Y/N)
Return to Work Wage $
Return to work wage is per (Day, Week or Month)

Hawaii
Was employee furnished meals or lodging (Y/N)

Idaho No Additional State Questions

Illinois
Has the injured worker signed a medical authorization (Y/N)
If yes, inform them to please fax the signed medical authorization to the med-auth customer service specialist at 1-877-760-5557

Indiana - No Additional State Questions

Iowa - No Additional State Questions

Kansas
SIC Code
Was worker admitted to hospital (Y/N)
If Yes, Date of Admission
Was worker treated in emergency room only (Y/N)
Returned to work (Y/N)
If employee has returned to work, was return to light duty (Y/N)
Is further medical aid needed (Y/N)
Is compensation now being paid (Y/N)
If Yes, Date of first Initial Payment
Fatal (Y/N)
If Yes, Name and Address of Dependents

Kentucky - No Additional State Questions

Louisiana
Employer's Federal ID Number
Employer's Unemployment Insurance Reporting Number
Returned to work (Y/N)
If Yes, at same wage (Y/N)
Last Full Day Paid
If occupational disease, Date of Initial Diagnosis
Parish (county) where injury occurred

Maine
Employer's State Unemployment Insurance Account Number (UIAN)
Federal Employer Insurance Number (FEIN)

Maryland No Additional State Questions

Massachusetts
Federal ID Number
Returned to work (Y/N)
Did employee return to his/her regular occupation (Y/N)
Describe nature of business or article manufactured (S=Service W=Wholesale R=Retail M=Manufacturer)
Date Reported as work related

Michigan
Federal ID Number

Minnesota
Date employer notified of lost time
NAICS Code Number

Mississippi No Additional State Questions

Missouri - No Additional State Questions

Montana - No Additional State Questions

Nebraska - No Additional State Questions

Nevada
How long employed by you in Nevada Years Months
If Validity of Claim is Doubted state Reason

New Hampshire
Federal ID Number
Was the employee injured in his/her regular occupation (Y/N)
Was injured hired in New Hampshire (Y/N)
Number of Full-Time Employees
Number of Part Time Employees
If leased or temporary worker, provide the Client's Business Name
Was accident caused by injured's failure to use safeguards or follow regulations (Y/N)
Probable Length of Disability
Returned to work (Y/N)
At what Occupation
Returned at Full Duty
Returned at Alternative/Light Duty
Initial treatment ("X" all that apply)
No medical treatment Care provided by employer only (on site) Emergency Care Hospitalized Outpatient Clinic
Office Visit Other-explain
Is there a managed care program (Y/N)

WORKERS' COMPENSATION – FIRST REPORT OF INJURY – STATE SPECIFIC QUESTIONS

If Yes, Name of Provider
Is there a written safety program in force (Y/N)
Is there an active safety committee (Y/N)
Employee's Legal First Name (please validate)

New Jersey – No Additional State Questions

New Mexico – No Additional State Questions

New York
Did you provide medical care (Y/N)
If Yes, When
Returned to work (Y/N)
If Yes, at what Weekly Wage $
Injured workers Work Week (indicate days regularly worked)
Fatal (Y/N)
If Yes, Name and Address of nearest relative
Relationship

North Carolina
Regular Wages per Day $
Average Weekly Wages with Overtime $
Returned to work (Y/N)
If Yes, at what Time AM/PM
If Yes, what Date
Return to work at what Wage $ Per (Day, Week or Month)
Return to work at what Occupation

North Dakota – No Additional State Questions

Ohio
Time Accident Reported to employer AM/PM
Has employee ever had a previous application for this injury (Y/N)
Has employee had any other claims with the Bureau or Industrial Commission (Y/N)
If Yes, Specify Claim Number and Body Parts
Employee's County
Current Employer's Risk Number

Oklahoma
Was employment agreement made in Oklahoma (Y/N)
SS. Number
Type of Ownership (P - Private S - State Government
C - County Government L - Local Government)

Oregon
Hospitalized overnight as inpatient of emergency room only answer No (Y/N)
Was accident caused by failure of machinery or product (Y/N)
Did someone (not worker) cause accident (Y/N)
Time worker left work AM/PM

Pennsylvania
Employee's County
Bureau Code
NAICS Code
Employer's County
Are you aware of a Panel of Physicians for your Employer? (Y/N)

Rhode Island
Federal ID Number
First Full Day Lost from work
Unemployment Insurance Number
State of Hire
Was this injury previously an incident only with no medical treatment and no lost time (Y/N)
If Yes, Date Employer first Notified of medical treatment or lost time
Category of Injury or Illness (X all that apply)
Injury Illness Occupational Disease Repetitive Trauma
Occupational Hearing Loss Unknown

South Carolina – No Additional State Questions

South Dakota
Federal ID Number
Number of employees
Body Part Injured Code (2 digits)
Cause of Injury Code (2 digits)
Nature of Injury Code (2 digits)
Was employee hired for temporary employment (Y/N)
Carrier Code

Tennessee – No Additional State Questions

Texas – No Additional State Questions

Utah – No Additional State Questions

Vermont
Federal ID Number
Was employee hired in Vermont (Y/N)
Does the employer regularly employ 10 or more employees (Y/N)
Returned to work (Y/N) If Yes, at what Weekly Wage $
Was injured paid in full for the date disability began (Y/N)
Was employee injured at his her regular occupation (Y/N)
Fatal (Y/N)
If Yes, Name Address and Relationship of Nearest Relative
Last Date Paid in Full

Virginia
Returned to work (Y/N) If Yes, at what Wage $
Federal Tax ID Number

Washington – No Additional State Questions

West Virginia
Has the employee been given "The Employees and Physicians Report of Injury Form" (Y/N)

Wisconsin – No Additional State Questions

Wyoming – No Additional State Questions

U.S. Longshoreman (USDOL) – No Additional State Questions

TRAVELERS

WORKERS COMPENSATION TELEPHONE REPORTING

Dear Employer,

We would like to take this opportunity to remind you about our toll-free telephone reporting service to report employee injuries.

The number is 1-800-832-7839.

As you know, this service has been designed to save you time, reduce paperwork, and reduce the cost of workers compensation insurance. We hope you found this new reporting service to be beneficial by reducing your time and effort involved with the reporting of a claim.

The rising cost of workers compensation insurance is of concern to you and other employers in your state, as it is to Travelers. Travelers has made this service available so that we can better control claim costs and reduce the ever growing costs of the workers compensation system.

If you would like more information about this program or any other services available from The Travelers please contact our Service Center.

Travelers is committed to providing the highest quality of service to their customers insured through the Assigned Risk Plan and appreciates your cooperation in these efforts.

Sincerely,

The Travelers

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ATTENTION

NOTICE TO POLICYHOLDERS

IF YOU HAVE EMPLOYEES WHO TRAVEL OR WORK OUT OF STATE, YOU MAY NEED ADDITIONAL WORKERS' COMPENSATION INSURANCE. CONSULT YOUR INSURANCE ADVISOR OR CARRIER PRIOR TO COMMENCEMENT OF OPERATIONS IN ANY STATE NOT LISTED ON YOUR POLICY.

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TRAVELERS

PRIVACY NOTICE

THE TRAVELERS INSURANCE COMPANIES

PRIVACY POLICY

Thank you for selecting THE TRAVELERS INSURANCE COMPANIES as your workers compensation insurer At THE TRAVELERS INSURANCE COMPANIES a subsidiary of Travelers, we recognize that privacy is important to you That is why we are committed to protecting your privacy through the adoption of the following privacy principles

Collection Of Information

We collect, retain and use information about you or about participants beneficiaries or claimants under your workers compensation coverage only where we believe that it will help or is necessary to provide you products and services or otherwise conduct our business We collect nonpublic personal financial information about you, or about participants beneficiaries or claimants under your workers compensation coverage, from the following sources

- information we receive from you or through your agent or broker on applications or other forms
- information we receive from or about you in the process of adjusting claims,
- information about your other transactions, including risk control and other consulting services with us our affiliates or other third parties
- information about your coverages and loss activity with other carriers and
- information we receive from a consumer reporting agency

Such information includes identifying information such as policyholder, participant, beneficiary or claimant name address, and social security number, financial information such as income, payment history, or credit history, and, under certain circumstances, health information such as information about an illness, disability, or injury It could also include information on claims with other insurance companies and us and the condition and maintenance of your property.

Disclosure Of Information

We usually do not disclose nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, without your consent However, in some circumstances we may disclose information to others without your prior authorization The most common disclosures are to the following persons,

- our affiliated property and casualty insurance companies;
- state insurance departments, for their regulation of our business,
- other government authorities,
- our agents and brokers as necessary to conduct our business,
- organizations that perform underwriting and claims investigations
- another insurance company to which you have applied for a policy or submitted a claim,
- insurance support agencies, law enforcement agencies and our reinsurers, and
- any other third party, as permitted or required by law

Most importantly, THE TRAVELERS INSURANCE COMPANIES does not and will not disclose or sell nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to anyone for marketing purposes.

Confidentiality And Security

We restrict access to nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to those who need it to serve your insurance needs and to maintain and improve customer service. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws and regulations to guard your nonpublic personal information.

Disclosure and Protection of Former Customers' Information

We may disclose all the personal information we have collected, as described above. However, even if you no longer have a customer relationship with us, we will continue to follow our privacy policies and practices to protect your information.

Changes In Privacy Policy

We may choose to modify our policy regarding the treatment of personal information at any time. Before we do so, we will notify you and provide an updated privacy notice.

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348 or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

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. This 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, fair 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 and 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 compelled 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.

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Form 39-1A

W39N7E15

TRAVELERS

IMPORTANT NOTICE

Dear Producer,

Travelers has a toll-free telephone reporting system for workers compensation claims

The number is 1-800-832-7839.

Telephone reporting is a valuable aid benefiting all parties. It reduces paper-work and claims handling time. Most importantly, it allows Travelers to immediately take charge of the claim with our managed care program. Early involvement by the employer and a Travelers claims case manager, will serve to speed an injured worker's return to work and lower overall claim costs.

Your assistance in advising your insured about the value of this service in reducing claim costs will help Travelers form the essential coalition of employer, producer and servicing company.

If you would like more information about this program or any other services available from The Travelers please contact our Service Center.

Travelers is committed to providing the highest quality of service to their customers and appreciates your cooperation in these efforts.

Sincerely,

The Travelers

WIAC3H95

STATE WCIP COMMISSION SCALES

The Residual Market Workers Compensation Insurance Plans (WCIP) allow licensed producers to receive a producer fee for services provided to the employer. The producer fee is calculated using a graduated producer fee schedule that is filed by the Plan Administrator with the state regulatory authorities. The payment of producer fees varies by state. Producer feeds are typically based on the state standard premium charged and collected or total premium charged and collected.

State	Residual Market Commission Scale			
Alabama	First $1,000 @ 8%,	Next $4,000 @ 5%,	Next $95,000 @ 3%	Over $100,000 @ 2%
Alaska *	First $1,000 @ 8%,	Next $9,000 @ 5%	Next $90,000 @ 3%,	Over $100,000 @ 1.5%
Arizona	Flat 5%			
Arkansas	First $1,000 @ 8%,	Next $4,000 @ 5%	Next $95,000 @ 3%,	Over $100,000 @ 2%
Connecticut	First $1,000 @ 8%,	Next $4,000 @ 5%,	Next $95,000 @ 3%,	Over $100,000 @ 2%
Delaware	First $1,000 @ 8%,	Next $4,000 @ 5%,	Next $95,000 @ 3%,	Over $100,000 @ 2%
District of Columbia	First $1,000 @ 8%,	Next $4,000 @ 5%,	Next $95,000 @ 3%,	Over $100,000 @ 2%
Florida (FWCJUA)	First $1,000 @ 8%,	Next $4,000 @ 5%	Next $95,000 @ 3%,	Over $100,000 @ 2%
Georgia *	First $1,000 @ 8%,	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Idaho	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Illinois *	First $1,000 @ 8%	Next $4,000 @ 4%	Next $95,000 @ 2%	Over $100,000 @ 1%
Indiana	First $1,000 @ 8%,	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Iowa	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Kansas	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Massachusetts	First $1,000 @ 9%	Next $4,000 @ 5%	Next $95,000 @ 4%	Over $100,000 @ 3%
Michigan	First $5,000 @ 5%	Next $95,000 @ 4%	Next $400,000 @ 3%	Over $500,000 @ 2%
Missouri	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Nebraska	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Nevada	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
New Hampshire	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
New Jersey	First $1,000 @ 8%	Next $4,000 @ 6%	Next $95,000 @ 4%	Over $100,000 @ 2%
North Carolina *	Flat 5%			
Oregon	First $1,000 @ 5%	Next $4,000 @ 3%	Next $95,000 @ 2%	Over $100,000 @ 1%
South Carolina	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
South Dakota	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Tennessee *	Flat 5%			
Vermont	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Virginia	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
West Virginia	First $1,000 @ 8%	Next $4,000 @ 5%	Next $95,000 @ 3%	Over $100,000 @ 2%
Wisconsin *	First $10,000 @ 4%	Over $10,000 @ 1%		

** Total Premium Charged and Collected*

NOTE: All commissions are calculated and paid based on state standard premium except where indicated. State Standard Premium generally excludes the impact of Premium Discount, Expense Constant, Terrorism, Catastrophe (other than certified acts of terrorism), and taxes and assessments in the calculation.

Total Premium Charged and Collected generally includes the impact of Premium Discount, Expense Constant, Terrorism, and Catastrophe (other than certified acts of terrorism) in the calculation.

Refer to the individual state Workers' Compensation Insurance Plan and the state's algorithm for exact definitions.

WIAM8D12

PRODUCER

IMPORTANT NOTICE FOR RESIDUAL MARKET PRODUCERS

Dear Producer,

Upon receipt of this and all future policies, you will no longer be receiving a separate policyholder copy of the policy paper. Instead, all policy paper is now being direct mailed to the policyholders. This change will result in reduced mailing expenses and more timely and efficient distribution of policy documents.

Thank you!

WIATBB10

SAFETY SERVICES

Notice to policy recipient: If you are not the person directly responsible for the accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.

SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from one of the writing companies owned or managed by The Travelers Companies, Inc. We appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns safety and accident prevention. Travelers Risk Control department has the experience, resources and capabilities to provide a range of safety services, including site surveys, phone consultations, as well as provide access to numerous safety-related materials.

We have experience in a variety of industries, some of which include manufacturing, wholesale and retail businesses, service organizations, technology-related business, oil and gas-based business, and the public sector.

Following are some examples of available safety services:

Accident Prevention – Our staff can help you identify present and potential hazards in your operations, premises and equipment, and recommend measures for reducing or eliminating these hazards.

Analysis of Accident Causes – Although you investigate and keep records of accidents, we are available to assist if needed.

Safety Consultations – Our Consultants can help you with special problems such as ergonomics and human factors.

Industrial Hygiene/Health Services - We have the facilities and resources to answer your questions concerning job related industrial hygiene/health issues and to measure exposure to industrial hygiene hazards.

Safety Literature and Digital Media – We can provide you with top-notch safety-related literature, CDs, DVDs, and videos to assist in your loss control efforts. Also, we can direct you to several vendors who are able to provide additional safety materials, including brochures, pamphlets and digital media.

Safety Training – We offer face-to-face classroom courses, as well as distance learning programs that explore the risks our policyholders face and ways for them to control losses.

Return-To-Work Coordination - We can assist you with several aspects of the post injury management process.

Please note: For ALL loss control assistance requests, please contact your local office directly, which is listed on one of the following pages.

These services are available upon request. See the remainder of this document for the Travelers' Risk Control office nearest you. These phone numbers should not be used for questions regarding your policy or claims.

SAFETY IS YOUR CONCERN

At Travelers, we are committed to doing all we can to help protect your business. As our customer, you have access to hundreds of safety materials specific to industry, size and complexity to help control hazards and reduce risks of illness or injury – with more than 700 focusing on workers' compensation issues. Take advantage of the Risk Control website at travelers.com/riskcontrol.

> The loss of a key employee due to an injury can seriously impact your business. We can help you to understand the types of accidents that may occur in your business and the steps you can take to help prevent them.

Examples of what you will find include:

- Safety checklists, sample programs
- You will find hundreds of resources in our Education Center including schedules of live classroom sessions and online webinars – more than 90 training options for workers' compensation alone
- Alerts and newsletters that can be sent directly to you, to stay informed of the latest safety trends and regulatory topics

These resources can help you improve your workplace safety practices. We like to think of it as protection beyond the policy.

Contact Us

For more information, please visit travelers.com/riskcontrol

WUNT3B15

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Please call these numbers
FOR SAFETY SERVICES ONLY
For all other inquiries please contact your agent, underwriter or claim representative

ALABAMA
Birmingham
8910 Bluff Pine Gathering
Ste 330
Birmingham, AL 35244
(615) 660 6000
Claims 1 800 238-6214

ALASKA
Portland, OR
9300 SW Prince Place Suite 100
Lake Oswego, OR 97035
(503) 614-4276

ARIZONA
Phoenix
2401 W Peoria Ave Suite 110
Phoenix, AZ 85029
Risk Control (720) 200-8135

ARKANSAS
St. Louis, MO
940 West Port Plaza Suite 270
St Louis, MO 63146
Risk Control (314) 579-8282

CALIFORNIA
Diamond Bar
21688 Gateway Center Drive
P O Box 6511
Diamond Bar, CA 91765-8512
Risk Control (949) 224-5789
Claims (909) 612-3000

CALIFORNIA
Glendale
655 N Central Avenue #1600
Glendale, CA 91203
Risk Control (949) 224-5789
Claims (909) 612-3000

CALIFORNIA
Irvine
3333 Michelson Dr City Blvd W
Suite 1000
Irvine, CA 92612
Risk Control (949) 224-5789

CALIFORNIA
Los Angeles
888 South Figueroa St Ste 500
Los Angeles, CA 90017
Risk Control (949) 224-5789
Claims (909) 612-3000

CALIFORNIA
Sacramento
11070 White Rock Road Suite 130
Rancho Cordova, CA 95670
Risk Control (916) 852-5245
Claims (800) 727-1966

CALIFORNIA
San Diego
9255 Sky Park Court Ste 210
San Diego, CA 92123
Risk Control (949) 224-5789

CALIFORNIA
Walnut Creek
225 Lennon Lane Ste 105
P O Box 8050
Walnut Creek, CA 94596-8050
Risk Control (925) 945-4193
Claims (800) 842-7354

COLORADO
Denver
6060 S Willow Dr #300
Greenwood Village, CO 80111
(720) 200-5355
Claims 720-200-8100

CONNECTICUT
Hartford
100 Windsor Street
Hartford, CT 06120
(860) 954-3741
Claims (860) 954-5100

DELAWARE
Philadelphia, PA
10 Sentry Parkway Suite 350
Blue Bell, PA 19422
(215) 274-1610
Claims 1 800 368-3502

DISTRICT OF COLUMBIA
Washington, DC
14280 Park Meadow Dr
Chantilly, VA 20151
(571) 382-6285
Claims 1 800 368-3502

FLORIDA
Orlando
2420 Lakemont Dr
Orlando, FL 32814
(678) 317-8210
Claims 407-388 2400

GEORGIA
Atlanta
1000 Windward Concourse
Alpharetta, GA 30005
(678) 317 8210
Claims 800 238 6214

HAWAII
Irvine, CA
3333 Michelson Drive City Blvd W
Suite 1000
Irvine, CA 92612
(949) 224-5789

IDAHO
Sacramento, CA
11070 White Rock Rd. Suite 130
Rancho Cordova, CA 95670
Risk Control (916) 852-5245
Claims (800) 727-1966

ILLINOIS
Chicago
200 North LaSalle Street
Suite 2200
Chicago, IL 60601
(630) 961-9874
Claims 800 842-7617

ILLINOIS
Naperville
215 Shuman Boulevard
P O Box 3205
Naperville, IL 60566
(630) 961-9874
Claims 800 842-7617

INDIANA
Indianapolis
Suite 300
280 East 96th Street
Indianapolis, IN 46240
(317) 818-0173
Claims 800 [illegible]

IOWA
Des Moines
7101 Vista Dr
West Des Moines, IA [illegible]
(651)-310-7911
Claims 800 [illegible]

KANSAS
Kansas City
7465 West 110th
Overland Park, KS 66213
(314) 579-8282

KENTUCKY
Louisville
Suite 150
303 N Hurstbourne Pkwy
Louisville, KY 40222
(248) 312-7301
Claims 800 216 6210

LOUISIANA
New Orleans
3838 N Causeway Suite 2700
Metairie, LA 70002
P O Box 61479
New Orleans, LA 70161-1479
(504) 832-7562
Claims 800 842 2556

MAINE
Portland, ME
207 Larrabee Road Suite 3
Westbrook, ME 04092
(207) 857 2021

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Please call these numbers
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For all other inquiries please contact your agent, underwriter or claim representative

MARYLAND
Blue Bell, PA
10 Sentry Parkway Suite 400
Blue Bell PA 19422
(215) 274-1000
Claims 1-800-[illegible]

MASSACHUSETTS
Boston
100 Summer Street Suite 2014
Boston MA 02110
(781) 817-8340
Claims 800-[illegible]

MASSACHUSETTS
Hudson
1 Cabot Road
Suite 250
Hudson MA 01749
(781) 817-8340
Claims 800-[illegible]

MASSACHUSETTS
Braintree
350 Granite Street
Suite 1201
Braintree MA 02184
(781) 817-8340
Claims 800-[illegible]

MICHIGAN
Grand Rapids
3777 Sparks Drive SE Ste 200
P O Box 3015
Grand Rapids MI 49501-3015
(248) 312-7300
Claims 800-238-6210

MICHIGAN
Troy
1901 W Long Lake Rd Ste 300
Troy MI 48098
(248) 312-7300
Claims 800-238-6210

MINNESOTA
St. Paul
385 Washington St MC 1040
St Paul MN 55102
(651) 310-7834
Claims 800-842-3073

MISSISSIPPI
Jackson
1030 River Oaks Dr
Ste B-200
Flowood MS 39232
(615) 660-0035
Claims 1-800-842-9064

MISSOURI
St. Louis
940 West Port Plaza Suite 270
St Louis, MO 63146
(314) 579-8282
Claims 800-842-9621

Kansas City
St. Louis
940 West Port Plaza Suite 270
St Louis, MO 63146
(314) 579-8282
Claims 800-255-5072

Missouri Workers' Compensation Plan (MWCP)
1000 Walnut Street
Kansas City MO 64199
(816) 221-1123

MONTANA
Sacramento, CA
11010 White Rock Rd Suite 110
Rancho Cordova CA 95670
Risk Control (916) 852-5215
Claims (800) 727-3995

NEBRASKA
Omaha
11516 Miracle Hills Dr St 400
Omaha NE 68154
(651) 310-7834
Claims 800-255-5072

NEVADA
Las Vegas
7450 Arroyo Crossing Pkwy
Suite 260
Las Vegas, NV 89113
Risk Control (720) 200-8400
Claims 702-479-4980

NEW HAMPSHIRE
Portland, ME
207 Lafayette Road Suite 1
Westbrook ME 04092
(207) 854-2021

NEW JERSEY
Morristown
435 South Street
Morristown NJ 07960
(973) 631-7015
Claims 1-800-842-2475

NEW JERSEY
Marlton
Lake Center Exec Park Building 30
Suite 110
Marlton NJ 08053
(856) 203-2323
Claims 800-842-2475

NEW MEXICO
Phoenix
2401 W Peoria Ave Suite 130
Phoenix AZ 85029
(720) 200-6356
Claims 602-861-8600

NEW YORK
Albany
900 Watervliet Shaker Road
Albany NY 12205
(315) 424-7231
Claims 800-842-2475

NEW YORK
Buffalo
60 Lakefront Blvd
P O Box 242
Buffalo NY 14240-0242
(315) 424-7231
Claims 800-842-2475

NEW YORK
Jericho-Long Island
Two Jericho Plaza
Jericho, NY 11753
(516) 931-3932
Claims 800-842-2475

NEW YORK
New York
485 Lexington Ave
New York NY 10017-2630
(516) 931-3932
Claims 1-800-842-2475

NEW YORK
Rochester
75 Town Centre Drive
P O Box 23239
Rochester NY 14623-1239
(315) 424-7231
Claims 1-800-842-2475

NEW YORK
Syracuse
440 South Warren Street
P O Box 4963
Syracuse NY 13221-4963
(315) 424-7231
Claims 800-842-2475

NORTH CAROLINA
Charlotte
11440 Carmel Commons Blvd
P O Box 473500
Charlotte NC 28247-3500
(704) 540-3209
Claims (704) 544-3100

NORTH CAROLINA
Raleigh
4504 Emperor Blvd
Durham NC 27703
(704) 540-3209
Claims (704) 544-3100

NORTH DAKOTA
St. Paul, MN
385 Washington St MC 1040
St Paul MN 55102
(651) 310-7834
Claims 800-842-3073

OHIO
Cincinnati
Baldwin Center Suite 500
625 Eden Park Drive
Cincinnati OH 45202
(417) 338-3069
Claims 800-238-6210

OHIO
Cleveland
6150 Oak Tree Blvd Suite 400
Independence OH 44131
(412) 338-3069
Claims 800-238-6210

OKLAHOMA
Tulsa
9820 East 41st St Suite 401
P O Box 3510
Tulsa OK 74101
(314) 579-8282

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OREGON
Portland
[illegible]

PENNSYLVANIA
Philadelphia
[illegible]

PENNSYLVANIA
Pittsburgh
[illegible]

PENNSYLVANIA
Reading
[illegible]

RHODE ISLAND
Braintree
[illegible]

SOUTH CAROLINA
Charlotte
[illegible]

SOUTH DAKOTA
St. Paul, MN
385 Washington St
St. Paul MN 55102
(651) 310-7834
Claims 800 842 8073

TENNESSEE
Franklin
6640 Carothers Pkwy Suite 500
Franklin TN 37067
(615) 660 6036
Claims (615) 860 6000

TEXAS
Dallas
1301 E Collins Blvd Suite 800
Richardson, TX 75081
(214) 920-0667
Claims 214-570 6000

TEXAS
Houston
4650 Westway Park Blvd Suite 150
Houston TX 77041
(281) 666-8534
Claims 800 235 3610

UTAH
Denver, CO
6000 S Willow Drive # 150
Greenwood Village CO 80111
(720) 200 8305
Claims 800-843-3902

VERMONT
Hartford, CT
300 Windsor Street
Hartford CT 06120
(860) 954 5100

VIRGINIA
Richmond
9861 Maryland Drive Suite #150
Richmond VA 23233
(571) 267-6305
Claims (804) 330 6850

Washington DC
14200 Park Meadow Dr
Chantilly VA 20151
(571) 267 6295
Claims 800-368-3667

WASHINGTON
Seattle
1501 4th Avenue Suite 400
Seattle WA 98101
Risk Control (916) 852 5745

WEST VIRGINIA
Charleston, WV
119 Virginia St W
Charleston WV 25301
(412) 338 3069
Claims (412) 354 1000

WISCONSIN
Milwaukee
13535 Bishops Drive Suite 250
Brookfield WI 53005
(262) 923 6703
Claims 800 842 6173

WYOMING
Denver, CO
6060 S Willow Drive # 300
Greenwood Village CO 80111
Risk Control (720) 200 8395

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RMAPS® Online Application Service

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Work List | Producer/Applicant Info | ACORD® 130 | ACORD® 133 | Effective Date | Review | Communication | Help and Resources

Pending Review

Application # 33215980
FRANCISCO CEDENO RAMIREZ
DBA CEDENO ROOFING &
WOODWORKING CO.
Effective Date: 06/02/2014

Producer:	WILLIAM (JOEY) JUTZELER	Application ID:	33215980
Agency:	P C AND L AGENCY INC	Risk Name:	FRANCISCO CEDENO RAMIREZ DBA CEDENO ROOFING & WOODWORKING CO.

Final Steps:

1. Print ACORD forms.
2. Obtain producer and applicant signatures.
3. Upload or Fax the signed application to the following NCCI underwriting analyst:
   a. Select the Upload Attachments button.
   b. Select the Browse button.
   c. Locate the attachment on your local computer.
   d. Select the OK button to attach the image to the application.
   e. Select the Upload button.
4. Please be sure to allow emails from the following email address ensuring the underwriting analyst can request additional information as needed. NCCI_Reply_Required@ncci.com

NCCI Analyst: NARVIN REID
Fax: (561) 893-4212
Phone: (800) 622-4123 Ext. 1107

The following items were identified and may affect binding the application:

- Please review and correct the payroll for class code(s) 5551/SC if needed as there is a significant decrease from the most recent audited policy. Further payroll information may be requested in the form of prior tax forms which may result in additional premium due. [Edit 334]
- The most recent policy history shows the insured's business name as RAMIREZ FRANCISCO CEDENO. 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]

Thank you for using RMAPS® Online Application Service.

Print ACORD Forms | Return to Work List | Upload Attachments

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My Preferences

Insured Has NO Payroll

Name is Correct as entered,

Thanks

RMAPS® Online Application Service

Work List | Producer/Applicant Info | ACORD® 130 | ACORD® 133 | Effective Date | Review | Communication | Help and Resources

Confirmation: Electronic Payment (ACH)

Application # 33215980
FRANCISCO CEDENO RAMIREZ
DBA CEDENO ROOFING &
WOODWORKING CO.
Effective Date: 06/02/2014

Payment Information → Review & Submit → Confirmation

Application ID:	33215980	Estimated Annual Premium:	$1,250
Producer:	WILLIAM (JOEY) JUTZELER	Required Minimum Deposit:	$1,250
Risk Name:	FRANCISCO CEDENO RAMIREZ DBA CEDENO ROOFING & WOODWORKING CO.	Premium Paid:	$1,250
		Payment Due:	$0
Agency:	P C AND L AGENCY INC		

Thank You for your ACH payment request.
Funds are not considered secure until NCCI has received the deposit from your financial institution.
If you entered e-mail address(es) you will receive confirmation(s).
You must complete the final steps by clicking the Complete Your Application button below.

Please print a copy of this page for your records.

Electronic Payment Information Confirmation

Payment Date:	5/30/2014 12:00:00 AM
Account Holder Name:	PC&L Agency Inc.
Bank Routing Number (ABA):	053201607
Financial Institution:	BB&T - SOUTH CAROLINA
Bank Account Number:	xxxxxxx5775
Payment Amount:	$1250
Email Address:	JOEY@PCLAGENCYINC.COM

Final Steps

- Print ACORD® 130 & 133, obtain the required signatures, upload or fax all pages of the ACORD® forms to NCCI.
- If you experience problems with this payment, e-mail Customer Service or call NCCI Assigned Risk toll free 800-NCCI-123 (800-622-4123).
- All applications are evaluated for eligibility, signature(s) and payment. If additional information or premium is requested after submission, you are required to respond in a timely manner in accordance with state Plan rules or risk rejection of the application without coverage.

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APP# 33215980

FACSIMILE TRANSMISSION

From: FRANCISCO CEDENO RAMIREZ DBA CEDENO ROOFING & WOODWORKING CO.

Fax #: (843) 763-1710

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 # 33215980

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

APP# 33215980

Return Fax: (561) 893-4200

WORKERS COMPENSATION APPLICATION

DATE (MM/DD/YYYY): 05/30/2014

AGENCY NAME AND ADDRESS: P C AND L AGENCY INC, PO BOX 60607, CHARLESTON,SC 29419-0607	COMPANY:
	UNDERWRITER:
	APPLICANT NAME: FRANCISCO CEDENO RAMIREZ DBA CEDENO ROOFING & WOODWORKING CO.
	OFFICE PHONE: (843) 684-3963 / MOBILE PHONE:
	MAILING ADDRESS (Including Zip + 4): 90 DILLON RD APT D1, HILTON HEAD ISLAND,SC 29926-3792 / YRS IN BUS: 2 / SIC: / NAICS: / Website Address:
PRODUCER NAME: WILLIAM (JOEY) JUTZELER	
GS REPRESENTATIVE NAME:	
OFFICE PHONE (A/C, No, Ext): (843) 769-4788	E-MAIL ADDRESS
MOBILE PHONE:	X SOLE PROPRIETOR / PARTNERSHIP / CORPORATION / SUBCHAPTER "S" CORP / LLC / JOINT VENTURE / TRUST / OTHER / UNINCORPORATED ASSOCIATION
FAX (A/C,NO): (843) 769-1718	CREDIT BUREAU NAME: / ID NUMBER:
EMAIL ADDRESS: JOEYJ@PCLAGENCYINC.COM	
CODE: / SUB CODE:	FEDERAL EMPLOYER ID NUMBER: [redacted] / HCCI RISK ID NUMBER: / OTHER RATING BUREAU ID/ EMPLOYER REGISTRATION NUMBER OR STATE
AGENCY CUSTOMER ID:	

STATUS OF SUBMISSION

- [ ] QUOTE / [ ] ISSUE POLICY
- [ ] BOUND (Give date and/or attach copy)
- [X] ASSIGNED RISK (Attach ACORD 133)

BILLING / AUDIT INFORMATION

BILLING PLAN: [ ] AGENCY BILL / [ ] DIRECT BILL

PAYMENT PLAN: [ ] ANNUAL / [ ] OTHER: / [ ] SEMI-ANNUAL / [ ] QUARTERLY / % DOWN:

AUDIT: [ ] AT EXPIRATION / [ ] MONTHLY / [ ] SEMI-ANNUAL / [ ] QUARTERLY

LOCATIONS

LOC #	Highest Floor	STREET, CITY, COUNTY, STATE, ZIP CODE
1		90 DILLON RD APT D1 HILTON HEAD ISLAND,SC 29926-3792

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	NORMAL ANNIVERSARY RATING DATE	[ ] PARTICIPATING / [ ] NON-PARTICIPATING	RETRO PLAN
6/2/2014	6/2/2015			

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 Remarks Schedule, if more space is required)

TOTAL ESTIMATED ANNUAL PREMIUM - ALL STATES

TOTAL ESTIMATED ANNUAL PREMIUM ALL STATES	TOTAL MINIMUM PREMIUM ALL STATES	TOTAL DEPOSIT PREMIUM ALL STATES
$1,250.00	$0.00	$1,250.00

CONTACT INFORMATION

TYPE	NAME	OFFICE PHONE	MOBILE PHONE	E-MAIL
INSPECTION	FRANCISCO CEDENO	(843) 684-3963		
ACCTING RECORD	FRANCISCO CEDENO	(843) 684-3963		
CLAIMS INFO	FRANCISCO CEDENO	(843) 684-3963		

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, RELATIVES (Must be employed by business operations) TO BE INCLUDED OR EXCLUDED (Remuneration/Payroll to be included must be part of rating information section.) Exclusions in Missouri must meet the requirements of Section 287.050 RSMo.

STATE	LOC #	NAME	DATE OF BIRTH	TITLE/ RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	REMUNERATION/ PAYROLL
SC		CEDENO RAMIREZ, FRANCISCO		SOLEPRP	100	ROOFING	E	5551	37700

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AGENCY CUSTOMER ID: _____

STATE RATING SHEET # 1 OF 1 SHEETS

STATE RATING WORKSHEET

FOR MULTIPLE STATES, ATTACH AN ADDITIONAL PAGE 2 OF THIS FORM

RATING INFORMATION - STATE: South Carolina

LOC #	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# EMPLOYEES FULL TIME	# EMPLOYEES PART TIME	SIC	NAICS	ESTIMATED ANNUAL REMUNERATION/ PAYROLL	RATE	ESTIMATED ANNUAL MANUAL PREMIUM
1	5551		ROOFING-ALL KINDS DRIVERS	0				0	46.45	0

PREMIUM

STATE:	FACTOR	FACTORED PREMIUM		FACTOR	FACTORED PREMIUM
TOTAL	N/A	$0			$0
INCREASED LIMITS		$0.00	SCHEDULE RATING *		$0
DEDUCTIBLE *	0	$0	COPAP		
			STANDARD PREMIUM		$0.00
EXPERIENCE OR MERIT MODIFICATION	0	$0	PREMIUM DISCOUNT		$0.00
		$0	EXPENSE CONSTANT	N/A	$230.00
ASSIGNED RISK SURCHARGE *	0	$0.00	TAXES / ASSESSMENTS *	N/A	$0.00
ARAP *	0.00	$0.00			$0

* N/A in Wisconsin

TOTAL ESTIMATED ANNUAL PREMIUM	MINIMUM PREMIUM	DEPOSIT PREMIUM
$1,250.00	$1,250.00	

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NCCI APP# 33215980

AGENCY CUSTOMER ID: _____

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS					LOSS RUN ATTACHED	
YEAR	CARRIER & POLICY NUMBER	ANNUAL PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

Roofing Contractor

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?	N
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 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 Rating Worksheet on Page 2)	N
8. IS A WRITTEN SAFETY PROGRAM IN OPERATION?	N
9. ANY GROUP TRANSPORTATION PROVIDED?	N
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?	N
11. ANY SEASONAL EMPLOYEES?	N
12. IS THERE ANY VOLUNTEER OR DONATED LABOR? (If "YES", please specify)	N
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?	N
14. DO EMPLOYEES TRAVEL OUT OF STATE? (If "YES", indicate state(s) of travel and frequency)	N
15. ARE ATHLETIC TEAMS SPONSORED?	N
16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?	N

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? (Missouri Applicants – Do not answer this question)	N
19. ARE EMPLOYEE HEALTH PLANS PROVIDED?	N
20. DO ANY EMPLOYEES PERFORM WORK FOR OTHER BUSINESSES OR SUBSIDIARIES?	N
21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N
22. DO ANY EMPLOYEES FREQUENTLY 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, CT, KS, MA, MN, ND, NY, OR, VA, or WY. Specific ACORD 385 are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares (with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Applicable in UT: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or bills 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
Yanira Cedeno	05-30-14		

AGENCY CUSTOMER ID: _____

ACORD®

WORKERS COMPENSATION INSURANCE PLAN
ASSIGNED RISK SECTION

DATE (MM/DD/YYYY): 05/30/2014

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.

APPLICANT NAME: FRANCISCO CEDENO RAMIREZ DBA CEDENO ROOFING & WOODWORKING CO.

PROPOSED EFF DATE: 06/02/2014

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.)

FRANCISCO CEDENO RAMIREZ
90 DILLON RD APT D1
HILTON HEAD ISLAND SC 29926-3792

STATE DEVELOPING HIGHEST PAYROLL: SC

EXPLAIN ALL "YES" RESPONSES IN THE REMARKS SECTION	YES	NO
1. HAS THERE BEEN PREVIOUS WORKERS COMPENSATION COVERAGE: IN THIS STATE?	Y	
IN ANY OTHER STATE?		N
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).		N
3. YEAR APPLICANT'S BUSINESS BEGAN: 2012		
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.		N
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.		N
6. DO YOU LEASE WORKERS FROM A PROFESSIONAL EMPLOYER ORGANIZATION (PEO)? IF YES, REFER TO WCIP INSTRUCTIONS. NAME OF PROFESSIONAL EMPLOYER ORGANIZATION (PEO): _____		N
7. DO YOU LEASE WORKERS TO A CLIENT COMPANY? IF YES, REFER TO WCIP INSTRUCTIONS.		N
8. ARE YOU SEEKING TO COVER THE LEASED WORKERS? IF YES, REFER TO WCIP INSTRUCTIONS.		N
9. DO YOU PROVIDE TEMPORARY ARRANGEMENT SERVICES TO OTHER EMPLOYERS? IF YES, PROVIDE A TEMPORARY LABOR CONTRACTOR EMPLOYEE FORM.		N
10. DO YOU HAVE A FRANCHISE OR LICENSING AGREEMENT? IF YES, PROVIDE A COPY OF THE AGREEMENT.		N
11. IS COVERAGE REQUESTED FOR A SPORTS TEAM? IF YES, PROVIDE NAME OF SPORTS TEAM AND DOMICILED STATE. NAME OF SPORTS TEAM: _____ DOMICILED STATE: _____		N
12. DO TRUCKING CLASSIFICATIONS APPLY? IF YES, COMPLETE QUESTIONS 13 - 20.		N
13. DO YOU OR YOUR EMPLOYEES REGULARLY OPERATE FROM A BASE TERMINAL(S) WHICH IS (ARE) USED TO LOAD, UNLOAD, STORE OR TRANSFER FREIGHT? IF YES, PLEASE PROVIDE A LIST OF TERMINAL ADDRESSES:		

#	STREET	CITY	COUNTY	ST	ZIP CODE
1					
2					
3					

14. CAN EACH DRIVER'S STATE OF MAJORITY DRIVING TIME BE ESTABLISHED THROUGH VERIFIABLE RECORDS OR LOGS?		
15. PLEASE PROVIDE A LIST OF ALL DRIVERS/HELPERS AND THEIR STATE OF RESIDENCE:		

	DRIVER NAME	TERMINAL # (SEE ABOVE)	MAJORITY DRIVING STATE	RESIDENCE STATE
1				
2				
3				

16. WHAT TYPE(S) OF GOODS ARE BEING HAULED? (e.g., coal, dry goods, explosives, scaffolding, water / waste fluids from oil field sites, etc.)		
17. DO YOU OWN THESE GOODS?		
18. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY RETAIL STORE(S)? IF YES, PROVIDE COPY OF CONTRACT(S).		
19. IS APPLICANT UNDER EXCLUSIVE CONTRACT WITH ANY POSTAL SERVICE? IF YES, PROVIDE COPY OF CONTRACT(S).		
20. WITHIN WHAT MILE RADIUS IS HAULING DONE? # MILES: _____		

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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 MULTI-LINE OR RETROSPECTIVE RATING PLAN, IF APPLICABLE) IF YES, PROVIDE FULL DETAILS INCLUDING PLAN TERMS IN THE REMARKS SECTION.	☐	N

22. INDICATE THE NUMBER OF INSURANCE COMPANIES WHICH HAVE REFUSED THE APPLICANT COVERAGE IN THE LAST 60 DAYS (OR IN ACCORDANCE WITH STATE SPECIFIC GUIDELINES): 2

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:

1. Credit Card (for applications submitted ONLINE at ncci.com ONLY)
2. Electronic funds transfer (EFT) in the form of an Automated Clearing House (ACH) transaction

Note: For 1 & 2 above, refer to instructions provided within NCCI's *RMAPS Online Application Service* payment screens. All payments by credit card and electronic funds transfer must accompany completed and signed ACORD 130 and 133 forms.

3. Check or Money Order (for MAILED applications ONLY)
   1. ONLY the following types of payment, made payable to NCCI, Inc., are acceptable:
      a. Checks: Applicant's, Cashier's, Producer's, Finance Company(s)
      b. Money Order
   2. All checks and money orders MUST be made payable to NCCI, Inc., and accompany completed and signed ACORD 130 and 133 forms.

NO CREDIT CARD OR BANKING INFORMATION SHOULD BE ENTERED ON THE HARDCOPY ACORD 130 or 133 FORMS. A DELAY IN PROCESSING YOUR APPLICATION MAY OCCUR SHOULD THIS INFORMATION BE INCLUDED ON THE SUBMITTED FORMS.

By submitting this assigned risk workers compensation insurance application, the Applicant authorizes NCCI to debit the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, for the amount of this transaction. The Applicant further understands and agrees that all premium transactions and/or premium-related transactions must be processed and accepted by NCCI and the account name/number that the undersigned Applicant, or the undersigned Producer on Applicant's behalf, has designated and provided to NCCI, to be considered received by the Plan Administrator.

REMARKS (Attach additional sheets if more space is required)

NCCI APP# 332-5980

(CONTAINS MATERIAL COPYRIGHTED BY NCCI, INC)

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 rules and rating programs charged may be higher than those in the voluntary market.
- Coverage is NOT bound until the completed and signed application is received with the required initial or estimated annual deposit premium and eligibility is determined by the Plan Administrator.
- Provided that Applicant is determined to be eligible and in good faith entitled to WCIP insurance, based upon the information provided herein or otherwise available to the Plan Administrator, coverage will be bound in accordance with WCIP rules. See the WCIP for applicable binding rules.
- In approved jurisdictions, NCCI's Voluntary Coverage Assistance Program *(VCAP® Service)* applies to all employers seeking coverage under the Workers Compensation Insurance Plan; and:
  - Is integrated with and operates as a supplemental program to NCCI's WCIP; and
  - Operates in conjunction with NCCI's Residual Market Application Processing System *(RMAPS® Online Application Service)*; and
  - Is designed as a depopulation tool to provide an additional source for producers and employers to secure workers compensation coverage in the voluntary market; and
  - All applications (electronic, phone-in, or mail-in) submitted to the Plan Administrator are reviewed to determine if they meet any of the preselected criteria specified by a participating voluntary carrier; and
  - If the Applicant meets the criteria of an authorized voluntary carrier *(VCAP® User)* and an offer of voluntary coverage is provided, the Applicant, its representative, and/or the producer, must accept a reasonable offer of voluntary coverage in accordance with the WCIP and *VCAP® Service* provisions, and further Applicant will be deemed ineligible for coverage under the WCIP if Applicant does not accept such reasonable offer of voluntary coverage; and
  - If an application does not meet any *VCAP® User's* criteria, the application will continue through NCCI's *RMAPS® Online Application Service*.

If deemed eligible under the WCIP and as further consideration of policy issuance under the WCIP, by signing below, the undersigned Applicant also agrees:

- To maintain a complete record of all payroll transactions in such form as the insurance company may reasonably require and that such record will be available to the company at the designated address; and
- To comply substantially with all laws, orders, rules, and regulations in force and effect issued by the public authorities relating to the welfare, health, and safety of employees; and
- To comply with all reasonable recommendations made by the insurance company relating to the welfare, health, and safety of employees; and
- To take no action in any form to evade the application of an experience rating modification determined in accordance with the applicable experience rating rules, as determined by NCCI, Inc.; and
- To comply with all WCIP rules and procedures and policy terms and conditions, including without limitation, those relating to audits, inspections, loss prevention, and/or premium payments, to maintain WCIP eligibility and coverage.

OUTSTANDING BONA FIDE DISPUTE

The undersigned Applicant also certifies that he/she has no outstanding bona fide dispute as provided in NCCI's WCIP with any producer or company in regard to: (a) payroll records; (b) the amount of premium charged; (c) the payment of premium; (d) the carrying out of any recommendation made for the purpose of safeguarding employees; (e) the handling of any claim or accident report except the following:

_____

LOSS SENSITIVE RATING PLAN (LSRP)

In applicable jurisdictions where the NCCI's Loss Sensitive Rating Plan (LSRP) has been approved for use, the undersigned applicant further understands and agrees that by signing below, I (applicant) acknowledge that the Loss Sensitive Rating Plan (LSRP) has been explained to me, and I agree to be bound by the terms of such plan if my standard premium meets or exceeds the premium eligibility requirement. If these conditions are met, an additional LSRP contingency deposit equal to 20% of standard premium will be required; and

- At the time of application, LSRP has been explained to applicant by the Producer submitting this application on behalf of the applicant; and
- The above referenced additional LSRP contingency deposit is in addition to the initial or deposit premium required in accordance with the WCIP.

APPLICANT COMMUNICATIONS

1. By selecting the "Yes" option adjacent to this #1 section, the undersigned Applicant consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by Applicant, or provided by the Producer on Applicant's behalf, to NCCI. ☐ Yes ☑ NO

2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent: _____

3. By selecting the "Yes" option adjacent to this #3 section, the undersigned Applicant consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically to the Applicant. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Applicant by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Applicant's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancelation and/or nonrenewal of policies by certified mail or certificate of mailing. ☐ Yes ☑ NO

(CONTAINS MATERIAL COPYRIGHTED BY NCCI, INC)

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:

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) FRANCISCO CEDENO RAMIREZ DBA CEDENO ROOFING & WOODWORKING CO.

SIGNATURE (MUST BE OFFICER, OWNER OR PARTNER) Francisco Cedeno R. DATE (MM/DD/YYYY) 05-30-14

REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER

PRODUCER COMMUNICATIONS

1. By selecting the "Yes" option adjacent to this #1 section, the undersigned Producer consents and agrees to receive electronically transmitted information and/or communications issued by NCCI by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any binder/verification pages issued by NCCI, and any notifications or other communications as determined by NCCI, to the email address provided by the Producer to NCCI. ☐ Yes ☑ NO

2. If "Yes" to #1 above, provide the valid email address to which the information, notifications and/or communications issued by NCCI should be electronically sent:

3. By selecting the 'Yes' option adjacent to this #3 section, the undersigned Producer consents and agrees to receive electronically transmitted policy notifications and/or communications issued by the assigned carrier by means of electronic mail (email) messages that may contain electronic documents, including without limitation, any policy documents, cancellations, endorsements, renewal and/or nonrenewal notices, and any other policy notifications and/or communications as determined by the assigned carrier, but only to the extent that the assigned carrier is able and chooses in its discretion to transmit such policy notifications and/or communications electronically. If the assigned carrier is unable or does not choose to transmit such policy notifications and/or communications electronically, then hard copy policy notifications and/or communications will be provided to the Producer by the assigned carrier as determined by the assigned carrier, subject to any requirements applicable to the assigned carrier under any applicable laws or regulations. Regardless of the undersigned Producer's selection under this #3 section to receive electronically transmitted policy notifications and/or communications from the assigned carrier, the assigned carrier must comply with any applicable laws or regulations that require a specific method of delivery for policy notifications, documents, or other information, including without limitation, mailing notices of cancellation and/or nonrenewal of policies by certified mail or certificate of mailing. ☐ Yes ☑ NO

4. If "Yes" to #3 above, provide the valid email address to which policy notifications and/or communications issued by the assigned carrier should be electronically sent:

The undersigned Producer understands and agrees that by selecting the 'Yes' option for #1 and/or #3 above, NCCI and the assigned carrier are authorized, but neither NCCI nor the assigned carrier separately is required or obligated, to electronically transmit any notifications and/or communications referenced in #1 and/or #3 above to the designated email address provided by the Producer in #2 and/or #4 above, as applicable. By consenting and agreeing to receive such electronically transmitted notifications and/or communications from NCCI and/or the assigned carrier, the undersigned Producer releases, indemnifies, and holds harmless NCCI and the assigned carrier from any and all claims pertaining to electronically transmitted notifications and/or communications utilizing the Producer's designated email address as provided to NCCI and/or the assigned carrier by the Producer in #2 and/or #4 above, as applicable, and including, without limitation, any changes and/or updates to the undersigned Producer's email address.

The undersigned Producer further understands and agrees that he/she shall notify NCCI and the assigned carrier of any and all changes and/or updates to Producer's email, mailing, and/or physical addresses, immediately upon making, implementing, or having knowledge of any such changes and/or updates.

PRODUCER'S CERTIFICATION

THE PRODUCER ALSO CERTIFIES THAT HE/SHE HAS BEEN AUTHORIZED TO SUBMIT THE APPLICATION ON BEHALF OF THE APPLICANT AND THAT ALL INFORMATION PROVIDED ON THE ACORD 130 AND 133 IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF.

AGENCY FEIN	AGENCY LICENSE NUMBER			AGENCY PHONE NUMBER (A/C, No, Ext)	AGENCY FAX NUMBER (A/C, No)	
57-0720841	844529			(843) 763-1709	(843) 763-1710	
PRODUCER RESIDENT LICENSE NUMBER		STATE	EXPIRATION DATE	PRODUCER NON-RESIDENT LICENSE NUMBER	STATE	EXPIRATION DATE
350801		SC	01/30/2015			
PRODUCER NAME (PRINT OR TYPE) WILLIAM (JOEY) JUTZELER				PRODUCER SIGNATURE		DATE (MM/DD/YYYY)
E-MAIL ADDRESS: JOEY@PCLAGENCYINC.COM						

REMEMBER: BOTH THE ACORD 130 AND 133 APPLICATIONS MUST BE SIGNED BY THE APPLICANT AND DESIGNATED PRODUCER.

(CONTAINS MATERIAL COPYRIGHTED BY NCCI, INC)

TRAVELERS

PREMIUM ADJUSTMENT NOTICE

PREMIUM AUDIT
P.O BOX 3556
ORLANDO, FL 32802

POLICY NO: 7PJUB 2E24569A

ISSUE OFFICE:701

DATE OF THIS NOTICE: 07/31/15
SAI #: 2781P1186

POLICY PERIOD: 06/02/14 TO 06/02/15
ANNUAL AUDIT
PHYSICAL

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD, SC 29926-3792

235KM
P C AND L AGENCY INC
PO BOX 80607
CHARLESTON, SC 29416-0607

AUDITED RESULTS : $ 352

CUSTOMER SERVICE: (800) 842-4271

*** THIS IS NOT A BILL. SEE MESSAGE LEGEND ATTACHED. ***

*(THIS IS NOT A BILL)
CALCULATION OF EARNED PREMIUM

Classifications	Tr Cd	Exposure Basis	Rate	Earned Premium
SOUTH CAROLINA LOCATION 001				
CEDENO RAMIREZ, FRANCISCO DBA				
CEDENO ROOFING & WOODWORKING				
CO.				
ADD FOR POLICY MINIMUM				122
EXPENSE CONSTANT				230
TOTAL PREMIUM LOCATION 001 STANDARD PREMIUM				$352

TOTAL EARNED PREMIUM $352

Insuring Company:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Thank You For Insuring With Our Company

CLAUPA1E

Ramirez -APA-249

Page 0001 of 0001

TRAVELERS

COMMISSION INFORMATION

INSURED:
CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING

POLICY NO: 7PJUB 2E24569A

DATE OF THIS NOTICE: 07/31/15

The amounts and commission below indicate how premium is to be paid. When the company is paying non resident brokerage fees, commission rates have been reduced accordingly. When the company is paying counter signature fees, reductions have been shown separately.

Account Month	Premium	Commission Rate	Item
08/15	-648	.0800	PREMIUM
	-250	.0500	PREMIUM

CLAUCIP1

Page 0001 of 0001

TRAVELERS

MESSAGE LEGEND

MESSAGE LEGEND

THIS IS NOT A BILL. A SEPARATE STATEMENT WILL FOLLOW BASED ON PREMIUMS YOU HAVE PAID

This notice is to advise you of your policy's final premium for the indicated period. If this amount is greater than what you have paid to date, you will be receiving a separate bill for the difference shortly. If you have already paid more than the final premium, you will soon receive a refund of any overpayment.

Questions regarding your policy billing or service can be directed to:

Orlando, Florida 1-800-443-4404

CLAUAAMP

TRANSMISSION VERIFICATION REPORT

TIME : 08/20/2014 14:06
NAME : PCL AGENCY
FAX : 8436824886
TEL : 8436824845
SER.# : BROC0J139849

DATE,TIME	08/20 14:05
FAX NO./NAME	18776343710
DURATION	00:01:14
PAGE(S)	05
RESULT	OK
MODE	STANDARD ECM

TRAVELERS

P.O. Box 3556
Orlando, FL 32802-3556

CEDENO RAMIREZ, FRANCISCO DBA CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD ISLAND , SC 29926

FAX# 877-634-3710

TRAVELERS

P.O. Box 3556
Orlando, FL 32802-3556

CEDENO RAMIREZ, FRANCISCO DBA CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD ISLAND , SC 29926

INFO 877-634-3710

TRAVELERS

03642 -AM

2420 LAKEFRONT AVE STE 200
ORLANDO FL 32814

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

CANCELLATION

CP 01 6640 G6640P0S 14223 03642 P1

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD SC 29926-3792

CANCEL NOTICE - CANCELED BY UNDERWRITER AND/OR PLAN ADMIN

1J-Canceled by underwriter and/or plan a
dministrator

THIS NOTICE IS TO:

EFFECTIVE DATE OF CANCELLATION: 09-15-14

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD SC 29926-3792

AMOUNT DUE: $ NONE

POLICY NUMBER: (7PJUB-2E24569-A-14)

We wish to inform you that your policy designated herein is cancelled in accordance with its terms as of the effective date or cancellation indicated herein, and at the hour on which the policy became effective. Any premium adjustment required by the policy will be made.

THIS DOCUMENT IS ISSUED ONLY BY THE COMPANY OR COMPANIES THAT ISSUED THIS POLICY. FOR ANY INFORMATION CONCERNING THIS CANCELLATION, PLEASE CONTACT YOUR PRODUCER.

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DATE OF ISSUE: 08-11-14 DA
POL. EFF.DATE: 06-02-14 POL. EXP. DATE: 06-02-15 ST ASSIGN: SC
OFFICE: DIRECT ASSIGNMENT 701
PRODUCER: P C AND L AGENCY INC 235KM

WUNT2D00

Policy Number [illegible] List of Workers

Name of Worker	Date of Hire	Type of work performed	Estimated Annual Payment	Paid by: hour/ job/week/other	Employee or Sub-contractor	If Sub-contractor: is Certificate of Insurance attached?	If Sub-contractor: how many employees do they have?
[illegible]							
[illegible]		[illegible]		[illegible]	$12,294	✓	1

Please be advised certificate of insurance alone does not determine independence, additional tests of independence still apply

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2014

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

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

PRODUCER	CONTACT NAME: Isabelle Diaz
PC & L Agency, Inc. 12 Lafayette Place Suite C Hilton Head Island SC 29926	PHONE (A/C, No, Ext): (843) 682-4845 FAX (A/C, No): (843) 682-4852 E-MAIL ADDRESS: isabelled@pclagencyinc.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Seneca Specialty Ins Co
	INSURER B: Hartford Underwriters Inc Co
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Ultimate Roofing LLC 9-A Paddington Lane Bluffton SC 29910

COVERAGES — CERTIFICATE NUMBER: 13/14 SEPT 13 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BAG-1024704	9/12/2013	9/12/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		839-80411-13259-076949	9/12/2013	9/12/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

Francisco Cedeno Ramirez
90 Dillon Rd
Apt D1
Hilton Head Island, SC 29926

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stacey Fish/SRF

ACORD 25 (2010/05)
INS025 (2010/05).01

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FRANCISCO CEDENO RAMIREZ [redacted]

Schedule C (Form 1040) 2013 Page 2

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a [X] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation . . . [ ] Yes [X] No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	12394
38	Materials and supplies	38	11932
39	Other costs	39	
40	Add lines 35 through 39	40	24326
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	24326

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) 01/ 10/2014

44 Of the total number of miles you drove your vehicle during 2013, enter the number of miles you used your vehicle for:

a Business 21637 b Commuting (see instructions) c Other

45	Was your vehicle available for personal use during off-duty hours?	[X] Yes	[ ] No
46	Do you (or your spouse) have another vehicle available for personal use?	[X] Yes	[ ] No
47a	Do you have evidence to support your deduction?	[X] Yes	[ ] No
b	If "Yes," is the evidence written?	[X] Yes	[ ] No

Part V Other Expenses. List below business expenses not included on lines 8–26 or line 30.

PHONE		720
48 Total other expenses. Enter here and on line 27a	48	720

QNA

Schedule C (Form 1040) 2013

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2013

Attachment Sequence No. 09

Name of proprietor: FRANCISCO CEDENO RAMIREZ

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): ROOFING CONTRACTORS

B Enter code from instructions: [redacted]

C Business name. If no separate business name, leave blank.: CEDENO ROOFING AND WOODWORKING

D Employer ID number (EIN), (see instr.): [redacted]

E Business address (including suite or room no.)

City, town or post office, state, and ZIP code

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify)

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses . ☒ Yes ☐ No

H If you started or acquired this business during 2013, check here . ☐

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) . ☐ Yes ☒ No

J If "Yes," did you or will you file required Forms 1099? . ☐ Yes ☐ No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ☐	1	81242
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	81242
4	Cost of goods sold (from line 42)	4	24326
5	Gross profit. Subtract line 4 from line 3	5	56916
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6	7	56916

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	
9	Car and truck expenses (see instructions)	9	12225	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15	7200	23	Taxes and licenses	23	
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b	2252
17	Legal and professional services	17		25	Utilities	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	720
				b	Reserved for future use	27b	
28	Total expenses before expenses for business use of home. Add lines 8 through 27a					28	22397
29	Tentative profit or (loss). Subtract line 28 from line 7					29	34519
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30					30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.					31	34519
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.					32a ☐ All investment is at risk. 32b ☐ Some investment is not at risk.	

For Paperwork Reduction Act Notice, see the separate instructions. Link ID -9 Schedule C (Form 1040) 2013

QNA

TRANSMISSION VERIFICATION REPORT

TIME : 09/02/2014 11:17
NAME : PCL AGENCY
FAX : 8436824886
TEL : 8436824845
SER.# : BROC8J139849

DATE,TIME	09/02 11:16
FAX NO./NAME	18776343710
DURATION	00:01:23
PAGE(S)	08
RESULT	OK
MODE	STANDARD ECM

TRAVELERS

P.O. BOX 3556
ORLANDO, FL 32802-3556

Claim reporting 1-800-832-7839
Fax Number 1-877-834-3710
Email address ARWC@travelers.com
Customer service 1-800-443-4404

July 21, 2014

RAMIREZ FRANCISCO CEDENO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD ISLAND, SC 29926

~~06-23-2014~~

SECOND REQUEST. Failure to respond may result in cancellation of your workers compensation policy. Please disregard if you've already sent your response.

Insurer: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
RE: Workers Compensation Insurance
Workers Compensation Policy No: 7PJUB 2E24569A
Effective Date: 06-02-2014
Respond By: ~~07-13-2014~~ August 5, 2014

Supplementary Underwriting Information Request

Dear Policyholder,

Please provide the following in order to complete our underwriting file for the above captioned insured.

1) Signed & dated copy of 1040 Schedule C for 2013. Cost of goods sold statement, etc. If filed after 04/15, please provide a copy of the extension filing. 2) Copy of the 2013 Form 1096 & 1099s. 3) Insurance certificates for anyone who received a 1099. 4) Complete the enclosed List of Workers form regarding any of the following: cash &/or casual/day laborers, helpers, employees, subcontractors. 5) Complete the enclosed Contractor Review form if applicable.

If you have additional questions, please contact me at ext. 83190

Sincerely,

CHARLOTTE SORENSEN

TRAVELERS

P.O. BOX 3556
ORLANDO, FL 32802-3556

Claim reporting 1-800-832-7839
Fax Number 1-877-634-3710
Email address ARWC@travelers.com
Customer service 1-800-443-4404

July 21, 2014

RAMIREZ FRANCISCO CEDENO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD ISLAND, SC 29926

~~06-23-2014~~

SECOND REQUEST, Failure to respond may result in cancellation of your workers compensation policy. Please disregard if you've already sent your response.

Insurer: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
RE: Workers Compensation Insurance
Workers Compensation Policy No: 7PJUB 2E24569A
Effective Date: 06-02-2014
Respond By: ~~07-13-2014~~ August 5, 2014

Supplementary Underwriting Information Request

Dear Policyholder,

Please provide the following in order to complete our underwriting file for the above captioned insured.

1) Signed & dated copy of 1040 Schedule C for 2013, Cost of goods sold statement, etc. If filed after 04/15, please provide a copy of the extension filing. 2) Copy of the 2013 Form 1096 & 1099s. 3) Insurance certificates for anyone who received a 1099. 4) Complete the enclosed List of Workers form regarding any of the following: cash &/or casual/day laborers, helpers, employees, subcontractors. 5) Complete the enclosed Contractor Review form if applicable.

If you have additional questions, please contact me at ext. 83190

Sincerely,

CHARLOTTE SORENSEN
Account Manager Underwriter, ext. 83190
Residual Market Division

cc: P C AND L AGENCY INC
PO BOX 80607
CHARLESTON, SC 29416

CONTRACTOR REVIEW FORM

Insured: Francisco Cedeno Ramirez
Policy #: 7051B2E29569A

Contractor: N/A.

(please fill in the contractor name here)

Please mark an "X" under Yes or No to the following questions. You may enter an explanation under Comments if you like.

QUESTIONS	YES	NO	COMMENTS
Does the contractor have his or her own Workers' Compensation and/or General Liability coverage? If so, please provide the certificate(s).			
Is there a written contract between you and the contractor? If so, please provide a copy.			
Do you have the right to terminate the contract without prior notice or penalty?			
Is the contractor licensed?			
If licensed, does the contractor pay the license fees?			
Do you withhold Social Security, Unemployment, State or Federal taxes from amounts paid to the contractor?			
Does the contractor have the right to work for others?			
Is the contractor permitted to have his or her own work hours?			
Does the contractor have the right to reject assignments?			
Does the contractor furnish his or her own tools and equipment?			
Does the contractor furnish all or a portion of the materials?			
Does the contractor have his or her own place of business?			
Does the contractor advertise in the Yellow/White Pages?			
How is the contractor paid (flat amount per job, hourly, daily, weekly amount) ?			
Is the contractor paid on a distinctly different basis than regular employees?			
Does the contractor give you an invoice? If so, please attach at least 3.			
Does the contractor have any workers/helpers?			
Do you have the right to "hire and fire" the contractor and his or her assistants?			

Form Completed By: Francisco Cedeno R. (Please Print)

Signature of Person Completing the Form: Francisco Cedeno R

Date Completed: 8/28/14.

I DO SMALL REPAIR JOBS / HOME OWNERS DIRECTLY.

TRAVELERS

P.O. Box 3556
Orlando, FL 32802-3556

CEDENO RAMIREZ, FRANCISCO DBA CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD ISLAND , SC 29926

Tel # 877-634-3710

03642-AM

TRAVELERS

2420 LAKEMONT AVE STE 200
ORLANDO FL 32814

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

CANCELLATION

CP 01 6640 66640P0S 14223 03642 P1

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD SC 29926-3792

CANCEL NOTICE - CANCELED BY UNDERWRITER AND/OR PLAN ADMIN

IJ-Canceled by underwriter and/or plan a
dministrator

THIS NOTICE IS TO:

EFFECTIVE DATE OF CANCELLATION: 09-15-14

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD SC 29926-3792

AMOUNT DUE: $ NONE

POLICY NUMBER: (7PJUB-2E24569-A-14)

We wish to inform you that your policy designated herein is cancelled in accordance with its terms as of the effective date of cancellation indicated herein, and at the hour on which the policy became effective. Any premium adjustment required by the policy will be made.

THIS DOCUMENT IS ISSUED ONLY BY THE COMPANY OR COMPANIES THAT ISSUED THIS POLICY. FOR ANY INFORMATION CONCERNING THIS CANCELLATION, PLEASE CONTACT YOUR PRODUCER.

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DATE OF ISSUE: 08-11-14 DA
POL.EFF.DATE: 06-02-14 POL. EXP. DATE: 06-02-15 ST ASSIGN: SC
OFFICE: DIRECT ASSIGNMENT 701
PRODUCER: P C AND L AGENCY INC 235KM

WUNT2D00

Policy Number (GLO 4542 A-14) List of Workers

Name of Worker	Date of Hire	Type of work performed	Estimated Annual Payment	Paid by: hour/ job/week/other	Employee or Sub-contractor	If Sub-contractor: is Certificate of Insurance attached?	If Sub-contractor: how many employees do they have?
No employees							
Homero Ramirez		Roof Repairs		Subcontract	$12,350	✓	1

Please be advised certificate of insurance alone does not determine independence, additional tests of independence still apply

NOTE: ITEM NOT SHOWN. COPY ON ATT FILE ITM
ROOF REPAIR pd. FROM. 10/31/13 TO 10/31/14

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2014

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

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

PRODUCER PC & L Agency, Inc. 12 Lafayette Place Suite C Hilton Head Island SC 29926	CONTACT NAME: Isabelle Diaz PHONE (A/C, No, Ext): (843) 682-4845 FAX (A/C, No): (843) 682-4852 E-MAIL ADDRESS: isabelled@pclagencyinc.com
INSURED Ultimate Roofing LLC 9-A Paddington Lane Bluffton SC 29910	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Seneca Specialty Ins Co INSURER B: Hartford Underwriters Inc Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 13/14 SEPT 13 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BAC-1024704	9/12/2013	9/12/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		839-60411-13259-076949	9/12/2013	9/12/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

Francisco Cedeno Ramirez
90 Dillon Rd
Apt D1
Hilton Head Island, SC 29926

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stacey Fish/SRS

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FRANCISCO CEDENO RAMIREZ [redacted]

Schedule C (Form 1040) 2013 Page 2

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a [X] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation . . . [ ] Yes [X] No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	12394
38	Materials and supplies	38	11932
39	Other costs	39	
40	Add lines 35 through 39	40	24326
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	24326

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) 01/ 10/2014

44 Of the total number of miles you drove your vehicle during 2013, enter the number of miles you used your vehicle for:

a Business 21637 b Commuting (see instructions) c Other

45	Was your vehicle available for personal use during off-duty hours?	[X] Yes	[ ] No
46	Do you (or your spouse) have another vehicle available for personal use?	[X] Yes	[ ] No
47a	Do you have evidence to support your deduction?	[X] Yes	[ ] No
b	If "Yes," is the evidence written?	[X] Yes	[ ] No

Part V Other Expenses. List below business expenses not included on lines 8–26 or line 30.

PHONE	720
48 Total other expenses. Enter here and on line 27a	720

QNA Schedule C (Form 1040) 2013

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2013

Attachment Sequence No. 09

Name of proprietor: FRANCISCO CEDENO RAMIREZ

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): ROOFING CONTRACTORS

B Enter code from instructions: [redacted]

C Business name. If no separate business name, leave blank.: CEDENO ROOFING AND WOODWORKING

D Employer ID number (EIN), (see instr.): [redacted]

E Business address (including suite or room no.)

City, town or post office, state, and ZIP code

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify)

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses. ☒ Yes ☐ No

H If you started or acquired this business during 2013, check here ☐

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

J If "Yes," did you or will you file required Forms 1099? ☐ Yes ☐ No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ☐	1	81242
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	81242
4	Cost of goods sold (from line 42)	4	24326
5	Gross profit. Subtract line 4 from line 3	5	56916
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6	7	56916

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	
9	Car and truck expenses (see instructions)	9	12225	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15	7200	23	Taxes and licenses	23	
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b	2252
17	Legal and professional services	17		25	Utilities	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	720
				b	Reserved for future use	27b	
28	Total expenses before expenses for business use of home. Add lines 8 through 27a					28	22397
29	Tentative profit or (loss). Subtract line 28 from line 7					29	34519
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30					30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.					31	34519
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.					32a ☐ All investment is at risk. 32b ☐ Some investment is not at risk.	

For Paperwork Reduction Act Notice, see the separate instructions. Link ID -9 Schedule C (Form 1040) 2013

QNA

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-14)

NEW-14

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

NCCI CO CODE: 13579

1.

INSURED:

CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING
90 DILLON RD APT D1
HILTON HEAD ISLAND SC 29926-3792

PRODUCER:

P C AND L AGENCY INC
PO BOX 80607
CHARLESTON SC 29416-0607

Insured is AN INDIVIDUAL

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 06-02-14 to 06-02-15 12:01 A.M. at the Insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) 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:	$	100000 Each Accident
Bodily Injury by Disease:	$	500000 Policy Limit
Bodily Injury by Disease:	$	100000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

COVERAGE EXCLUDED - REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

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

DATE OF ISSUE: 06-27-14 DN
OFFICE: DIRECT ASSIGNMENT 701
PRODUCER: P C AND L AGENCY INC

ST ASSIGN: SC

235KM

009502

Ramirez -APA-268

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-14)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 1761 NAICS: 238160

		STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	$	1020
PREMIUM DISCOUNT		NONE
0900-39 EXPENSE CONSTANT		230
TERRORISM		NONE
CAT (OTHER THAN CERT ACTS OF TERRORISM)		NONE
TOTAL ESTIMATED PREMIUM		1250
DEPOSIT AMOUNT DUE		1250MP

A/R (WCIP) #

Minimum Premium: $1250

ST ASSIGN: SC

DATE OF ISSUE: 06-27-14 DN
OFFICE: DIRECT ASSIGNMENT 701
PRODUCER: P C AND L AGENCY INC 235KM

Ramirez -APA-269

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-14)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

13579-SC

INSURED'S NAME: CEDENO RAMIREZ, FRANCISCO DBA
CEDENO ROOFING & WOODWORKING

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN 917711920 ENTITY CD 001				
CEDENO RAMIREZ, FRANCISCO DBA CEDENO ROOFING & WOODWORKING CO.				
90 DILLON RD APT D1 HILTON HEAD ISLAND, SC 29926-3792 SIC CODE: 1761 NAICS: 238160				
ROOFING - ALL KINDS & DRIVERS	5551	IF ANY	46.45	

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM	$ NONE
	ADD FOR POLICY MINIMUM	1020
TOTAL ESTIMATED	ANNUAL STANDARD PREMIUM	1020
	EXPENSE CONSTANT(0900)	230
	0.0200 TERRORISM (9740)	INCL
0.0100 CAT(OTHER THAN CERT	ACTS OF TERRORISM) 9741	INCL
	TOTAL ESTIMATED PREMIUM	1250
	DEPOSIT AMOUNT DUE	1250

DATE OF ISSUE: 06-27-14 DN ST ASSIGN: SC SCHEDULE NO: 1 OF LAST

C09503

Ramirez -APA-270

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (7PJUB-2E24569-A-14)

LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 00 01 14 00 - 001	PENDING LAW CHANGE TO TERRORISM RISK INS
WC 00 03 26 A - 001	LIMITED OTHER STATES INSURANCE END
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 17 B - 001	ASSIGNED RISK LSRP NOTIFICATION END
WC 00 04 22 A - 001	TERRORISM-REAUTHORIZATION ACT DISCLOSURE
WC 00 04 21 C - 001	CATASTROPHE (O/T CERT. ACTS OF TERR)ENDT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT

DATE OF ISSUE: 06-27-14 ST ASSIGN: SC Page 1 of LAST

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 01 14 (00)

POLICY NUMBER: (7PJUB-2E24569-A-14)

NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

This endorsement is being sent to you with respect to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA) as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA, in whole or in part, TRIPRA is scheduled to expire December 31, 2014.

Since the timetable for any further Congressional action respecting TRIPRA is unknown at this time, and exposure to acts of terrorism remains, we are providing our policyholders with relevant information concerning their workers compensation policies in effect on or after January 1, 2014 in the event of TRIPRA's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism or war, including workers compensation benefit obligations dictated by state law, except in Pennsylvania where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage your policy provides for terrorism or war losses is shown in Item 4 of the Information Page or the Schedule in the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A) that is attached to your policy, and this amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium:

Insurance Company Countersigned by _____

DATE OF ISSUE: 06-27-14 ST ASSIGN: SC Page 1 of 1

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0C8505

Ramirez -APA-272

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 26 (A)

POLICY NUMBER: (7PJUB-2E24569-A-14)

RESIDUAL MARKET
LIMITED OTHER STATES INSURANCE ENDORSEMENT

"Part Three – Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
   a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
   b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
   c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE!

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

DATE OF ISSUE: 06-27-14 ST ASSIGN: SC

Ramirez -APA-273

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 04 14 (00)

POLICY NUMBER: (7PJUB-2E24569-A-14)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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.

DATE OF ISSUE: 06-27-14 ST ASSIGN: SC

608508

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 04 17 (B)

POLICY NUMBER: (7PJUB-2E24569-A-14)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION ENDORSEMENT

A. LSRP Mandatory Assigned Risk Retrospective Rating Plan

This endorsement is to advise you that, during the term of this policy or upon renewal, you may become subject to the mandatory assigned risk Loss Sensitive Rating Plan (LSRP), which is a retrospective rating plan that may adjust the cost of your workers compensation and employers liability insurance policy. This endorsement must be attached to all assigned risk policies, including policies for professional employer organization (PEO) and temporary arrangements, regardless of LSRP standard premium size in states that have approved the LSRP. In the event that you meet or exceed the eligibility requirements of LSRP, an LSRP contingent deposit equal to 20% of LSRP standard premium is required.

B. Eligibility

1. Your insurance is written under a Workers Compensation Insurance Plan (WCIP) in a state that has approved LSRP.
2. a. LSRP will apply to an individual assigned risk policy if the standard premium meets or exceeds the amount noted in the Schedule, in accordance with NCCI's *Basic Manual*.
   b. It may not always be possible for a single carrier to provide coverage for all requested states; additional policies issued by more than one carrier may be necessary.
   c. WCIP policies issued in non-LSRP-approved jurisdictions are not subject to LSRP and are not combinable with WCIP policies in LSRP-approved jurisdictions for eligibility purposes.
   d. LSRP eligibility may be impacted by ownership or combinability status in accordance with NCCI's *Experience Rating Plan Manual*.
3. LSRP standard premium is defined in accordance with NCCI's *Basic Manual*.

C. Deposit/Initial Premium and LSRP Contingency Deposit

1. Deposit or initial premium is paid on all new and renewal WCIP policies, including LSRP policies, in accordance with NCCI's *Basic Manual*. It is paid to us in addition to the LSRP contingency deposit, which secures all new and renewal LSRP policies as detailed in the LSRP rules.
2. The LSRP contingency deposit paid to us serves as collateral for premium that may be due to us as a result of losses incurred during the policy term.
3. At policy inception, the LSRP contingency deposit is calculated by multiplying the LSRP standard premium by 20%. If WCIP policies are combined for LSRP purposes, the LSRP contingency deposit is calculated by multiplying the combined LSRP standard premium for all policies by 20%.

D. Impact of Changes in LSRP Standard Premium

1. For all policies except for professional employer organizations (PEOs) and temporary arrangements, LSRP may be applied to a policy, or an LSRP policy may be converted to a guaranteed cost policy;

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