



State of Tennessee
Department of State
Administrative Procedures Division
312 Rosa L. Parks Avenue
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Nashville, Tennessee 37243-1102
Phone: (615) 741-7008/Fax: (615) 741-4472

February 18, 2010

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Tennessee Department of Commerce &
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Insurance Division – Actuarial Services Section
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231 Third Avenue North
Nashville, TN 37201

C. Paul Harrison, Esq.
Long, Ragsdale & Waters, P.C.
1111 Northshore Drive, N.W., Suite #S-700
Knoxville, TN 37919-4074

RE: In the Matter of: Design Build Contracting Corp. & Southwind Building
Systems, Inc. vs CompTrustAGC
Docket No. 12.28-102098A

Enclosed is an order rendered in the above-styled cause of action.

Administrative Procedures Division
Tennessee Department of State

/aem
Enclosure

RECEIVED

FEB 22 2010

DEPT. OF COMMERCE & INSURANCE
TN POLICY ANALYSIS SECTION

**BEFORE THE COMMISSIONER OF THE DEPARTMENT
OF COMMERCE AND INSURANCE**

IN THE MATTER OF:

**Design Build Contracting Corp. &
Southwind Building Systems, Inc.**

DOCKET NO: 12.28-102098A

vs

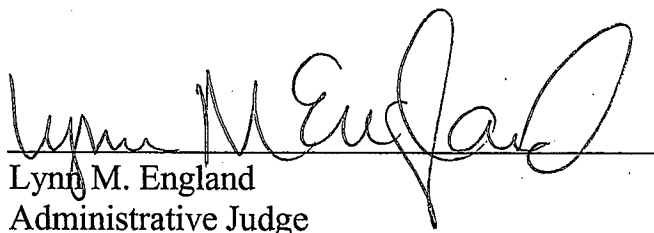
CompTrust AGC

ORDER OF DISMISSAL

A Settlement Agreement has been reached between the parties in this matter as evidenced by the attachment. There being no genuine issues in dispute

The matter is hereby DISMISSED.

This Order entered and effective this 18th day of FEB, 2010.


Lynn M. England
Administrative Judge

LAW OFFICE
SMITH CASHION & ORR, PLC

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GREGORY L. CASHION
RICHARD M. SMITH
JEFFERSON C. ORR
O. WADE NELSON
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February 11, 2010

Lynn M. England, Administrative Judge
Secretary of State's Office
312 Rosa Parks Blvd.
Nashville, TN 37243

RE: In the Matter of: Design Build Contracting Corporation and
Southwind Building Systems, Inc. and
CompTrust AGC
Docket No. 12.28-102098A

Dear Judge England:

In accordance with your Order entered February 5, 2010, I am enclosing a copy of the Settlement Agreement between Design Build Contracting Corporation and Southwind Building Systems, Inc. and CompTrust AGC in the above captioned matter.

If you need anything else in order to close the file, please don't hesitate to contact me.

Very truly yours,

SMITH CASHION & ORR, PLC

By: 

O. Wade Nelson

OWN:bk

Enclosure

cc: C. Paul Harrison

RECEIVED
2010 FEB 16 AM 10:41
SECRETARY OF STATE

BEFORE THE DEPARTMENT OF COMMERCE AND INSURANCE
FOR THE STATE OF TENNESSEE

IN THE MATTER OF:)

DESIGN BUILD CONTRACTING CORP.)
AND SOUTHWIND BUILDING SYSTEMS, INC.)
AND)
COMPTRUSTAGC)

DOCKET NO. 12.28-102098A


ORDER

This matter was set for hearing August 24, 2009. Prior to the hearing the parties entered into a settlement agreement, however, the settlement agreement has never been filed with the undersigned or the Department of Commerce and Insurance.

It is hereby ORDERED that the settlement agreement shall be filed with the undersigned at the Administrative Procedures Division of the Secretary of State's Office, 312 Rosa Parks Blvd. Nashville, Tennessee 37243 within 14 days of the date of this Order so that the matter may be disposed of accordingly.

IT IS SO ORDERED.

This Order entered and effective this 5TH day of FEB, 2010.


Lynn M. England
Administrative Judge

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of September, 2009, by and between CompTrust AGC...Tennessee ("CompTrust"), Design Build Contracting Corporation ("Design Build"), and Southwind Building Systems, Inc. ("Southwind").

WHEREAS, all of the entities designated above are parties to a lawsuit pending in the Chancery Court for Davidson County, Tennessee, at Nashville, captioned *CompTrust AGC...Tennessee v. Design Build Contracting Corporation and Southwind Building Systems, Inc.* with a civil docket number: 09-280-II; and

WHEREAS, CompTrust has asserted claims against Design Build and Southwind alleging that the defendants have breached their contract with CompTrust and that CompTrust is owed premiums on the workers compensation insurance provided to Design Build and Southwind in the amount of Thirty-One Thousand Twenty-Three Dollars and Ninety-Seven Cents (\$31,023.97) and;

WHEREAS, Design Build has filed an Answer denying any liability to CompTrust; and

WHEREAS, Southwind has not answered the Complaint filed against it by CompTrust.

NOW, THEREFORE, in consideration of the aforesaid and the covenants and promises contained herein, the parties have agreed to settle the disputes by and between the parties as follows:

1. Design Build and Southwind will pay, jointly and severally, Twelve Thousand Five Hundred Dollars (\$12,500.00) to the Plaintiff, CompTrust in full and final settlement of any and all claims which CompTrust asserts against the Defendants, Design Build and Southwind.
2. The Defendants, Design Build and Southwind, jointly and severally agree to pay One Thousand Five Hundred Dollars (\$1,500.00) per month to CompTrust beginning October 1, 2009 and on the first day of each consecutive month thereafter until the total agreed upon settlement

amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) has been paid in full.

3. The Plaintiff, CompTrust and the Defendants, Design Build and Southwind agree that the Plaintiff CompTrust be allowed to enter an Agreed Judgment as to both Defendants, jointly and severally, for the total amount sued upon of Thirty-One Thousand Twenty-Three Dollars and Ninety-Seven Cents (\$31,023.97).

4. The Plaintiff CompTrust agrees that it will not execute upon the Agreed Judgment as entered unless and until the Defendants Design Build and Southwind default in their obligations of payment as set forth hereinabove.

5. In the event default is made in the payment of the sums and time as set forth herein, it is understood and agreed that the Plaintiff CompTrust will execute upon the Agreed Judgment entered in accordance with the terms of this Settlement Agreement, but only to the extent of the unpaid balance of the Settlement Agreement set forth herein.

6. It is also understood that the Defendants Design Build and Southwind will be liable for any expenses, costs, or attorney's fees incurred by the Plaintiff CompTrust in executing upon the Agreed Judgment or in collecting the balance due it under the terms of this Settlement Agreement.

7. It is also agreed by and between the parties that the court costs in this action are to be borne by the Defendants Design Build and Southwind and that each party is to bear their own litigation expenses to date.

8. The undersigned declare that this Settlement Agreement is made without reliance upon any statement or representation of the parties or their representatives and further declare that this settlement is made by them with the advice and consent of their counsel.

9. This Agreement contains the entire understanding between the parties and supersedes and replaces all prior negotiations, agreements, or representations, whether written or oral.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

11. If any provision of this Settlement Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Settlement Agreement shall not be affected thereby, and this Settlement Agreement shall be liberally construed so as to carry out the intent of the parties to it.

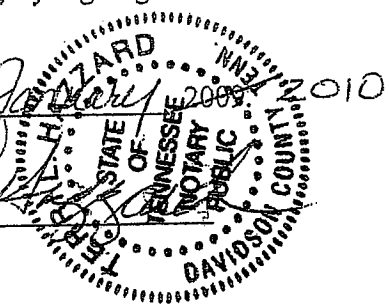
COMPTRUST AGC...TENNESSEE

By: William B Young
Its: ADMINISTRATOR

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public of the state and county aforesaid, personally appeared William Young, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the Admin. of CompTrust AGC...Tennessee, the within named bargainer, and that he/she as such Administrator, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself/herself as Administrator

Sworn to and subscribed to before me this the 15th day of January, 2009.

[Signature]
NOTARY PUBLIC


My Commission Expires: Commission Expires 01/23/2010

DESIGN BUILD CONTRACTING CORPORATION

By: Mike Danyel
Its: President

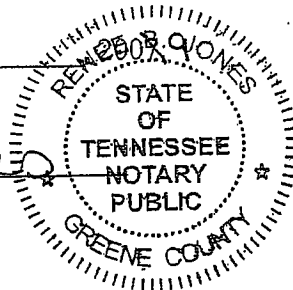
STATE OF TENNESSEE)

COUNTY OF Greene)

Before me, a Notary Public of the state and county aforesaid, personally appeared Nov. 23, 2009, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the President of Design Build Contracting Corporation, the within named bargainer, and that he/she as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself/herself as President.

Sworn to and subscribed to before me this the 23rd day of Nov.

Renee Jones
NOTARY PUBLIC



My Commission Expires: 5/1/10

SOUTHWIND BUILDING SYSTEMS, INC.

By:

Mike Hays

Its:

President

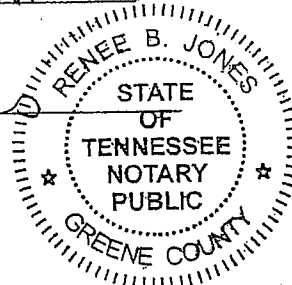
STATE OF TENNESSEE)

COUNTY OF Greene)

Before me, a Notary Public of the state and county aforesaid, personally appeared Nov. 23, 2009, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the President of the Southwind Building Systems, Inc., the within named bargainer, and that he/she as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself/herself as President.

Sworn to and subscribed to before me this the 23rd day of Nov., 2009.

Renee Jones



NOTARY PUBLIC

My Commission Expires: 5/1/10