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Apr 19 2023

S.C. SUPREME COURT

July 1, 2020

**VIA EMAIL AND U.S. MAIL**

Calvin Hoagland and Catherine Hoagland  
61 Sparwheel Lane  
Hilton Head Island, SC 29926  
[shoagland@me.com](mailto:shoagland@me.com)  
[skiphoagland@yahoo.com](mailto:skiphoagland@yahoo.com)

Re: Lisa Sulka v. CC “Skip” Hoagland and Domains New Media, LLC  
Policy Number: HO007733903  
Excess Policy Number: EX007738003  
Date of Loss: 10/7/15  
Claim Number: SC-004-779

Dear Mr. Hoagland:

PURE’s attorney, Lee Weatherly, wrote you on May 22, 2020 indicating that your actions and expressed future intentions to wholly refuse to assist in the defense of this case amounts to material violation of your duty to cooperate in your defense as set forth in your policies with PURE. He also advised you that should you continue to refuse to cooperate in your own defense, PURE will no longer defend or indemnify you in this case due to your failure to cooperate. Finally, you were advised that should you change your mind regarding your stance on defending this case, cooperating with your hired lawyer, or attending trial, to contact me in writing by May 29, 2020.

I received no further written communications from you. Instead, you replied directly to Mr. Weatherly stating:

“Any further correspondence to me will be considered harassment. Pure fired me, I fired them. End of story. I have never lied, it’s all frivolous [sic] and in fact illegal and criminal, and schemed violation to my 1st Amendment rights. You can sue, or do what you want it all goes in the garbage In Florida.”

You further replied:

“The laws you sent I don’t care about as I don’t want to work with Pure in any form or fashion and don’t recognize these lawsuits as legal or valid. Just let the lawyers and judges do as they wish in South Carolina and Florida....guilty with facts, not guilty, 1.00 to 10m. It’s not illegl [sic] for me to fire Pure, nor refuse to recognize this lawsuit as credible.”

Finally, you replied:

“Lee you know, I know and other honest lawyers know you lied and basically schemed and robbed another 400k from Pure insurance they did not have to pay you. Now what are you, ambulance Johnny, Gregg Alford going to do, sue Pure, sue me for firing/ releasing and refusing to allow Pure to represent me in the Frivolous Sulka lawsuit.”

The only conclusion that PURE can reach based on your responses to Mr. Weatherly’s letter is that, despite your (and our) belief that the case filed against you by Ms. Sulka is very defensible, you are refusing to assist PURE in the defense of this claim and reject the services of the attorney hired to defend you. Further, the only conclusion that PURE can reach based on your responses to Mr. Weatherly’s letter is that you will no longer allow PURE to provide you with legal representation in this matter and that the case against you will go into default.

You have clearly expressed your intent to terminate the attorney that PURE appointed to represent you. Pursuant to the South Carolina ethical rules, that attorney is required to withdraw from representing you. Accordingly, we have instructed the attorney retained to represent you in this matter, Barrett Brewer, to conclude his representation of you. Due to your overtly expressed wishes, you have left PURE no choice.

By demanding the firing of the attorney PURE appointed you, and refusing to accept another attorney or to represent yourself, you have unquestionably and intentionally breached your obligation to cooperate with PURE in the defense of the suit, causing extreme prejudice to PURE. As you indicate that you will no longer view the litigation against you as valid, will not attend trial, nor respond to any pleadings or correspondence, there is no doubt that this breach of the cooperation clause in your insurance agreement with PURE is willful and deliberate.

In sum, despite PURE’s reasonable demands and diligent efforts to secure your cooperation, your noncooperation rises to the level that forces PURE to withdraw your appointed counsel and further disclaim liability should Ms. Sulka’s claims against you be successful due to the prejudicial effects of your non-cooperation. Therefore, as of today PURE will be notifying its retained attorney, Barrett Brewer, to withdraw from representing you as soon as possible and seek approval for that withdrawal from the Court. PURE will further be amending its Complaint in the related coverage action to include a declaration that PURE has no duty to defend or indemnify you based on your noncooperation. We will, soon thereafter, ask the court to rule as a matter of law that PURE has no duty to defend you and that your noncooperation has relieved PURE of its obligation to cover any indemnity owed to you under the policy.

While I regret that we have reached this place in our relationship, you have left PURE no choice. Should you determine that you wish to reconsider your position please contact me, in writing, as soon as possible. Otherwise, we wish you the best of luck.

Best Regards,

Kody Krueger, Claims Analyst

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