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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court Of Appeals

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS
Edgar W. Dickson, Circuit Court Judge

Case No: 2021-000797

Saundra R. Hoffman, ...Appellant,

v.

State Farm Fire and Casualty Company,..... Respondent.

APPENDIX TO THE
RECORD ON APPEAL

Pamela R. Mullis
MULLIS LAW FIRM
1229 Elmwood Avenue
Columbia, SC 29201
(803) 799-9577
prmullis@mullislawfirm.com

COUNSEL FOR APPELLANT

Robert W. Whelan, Esquire
Nelson Mullins Riley & Scarborough, LLP
Post Office Box 1806
Charleston, SC 29402-1806
(843) 534-4217
robbie@whelanmellen.com

COUNSEL FOR RESPONDENT

INDEX

Index.....	i
Exhibit A to Motion for Summary Judgment – Deposition of Plaintiff Sandra Hoffman dated September 16, 2019.....	1
<i>[replacing ROA pages 56-102]</i>	
Exhibit B to Motion for Summary Judgment – State Farm Policy	187
<i>[replacing ROA pages 103-113]</i>	
Exhibit C to Motion for Summary Judgment – Deposition of State Farm Adjuster Tamyachta Edwards dated August 19, 2020.....	231
<i>[replacing ROA pages 129-160]</i>	
Certificate of Counsel	357

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT

SAUNDRA R. HOFFMAN,)
)
Plaintiff,)
)
v.) Civil Action No.:
) 2018-CP-40-05403
STATE FARM FIRE AND)
CASUALTY COMPANY,)
)
Defendant.)

DEPOSITION OF: SAUNDRA R. HOFFMAN
DATE TAKEN: September 16, 2019
TIME: 10:26 a.m.
PLACE: Mullis Law Firm
1229 Elmwood Avenue
Columbia, South Carolina
REPORTED BY: Kendra E. Johnston, RPR, CRR
Registered Professional Reporter,
Certified Realtime Reporter
and Notary Public

POST OFFICE BOX 21119
CHARLESTON, SOUTH CAROLINA 29413

A P P E A R A N C E S

REPRESENTING THE PLAINTIFF:

PAMELA R. MULLIS, ESQUIRE
Mullis Law Firm
1229 Elmwood Avenue (29201)
P.O. Box 7757
Columbia, South Carolina 29202
prmullis@mullislawfirm.com
kmeetze@mullislawfirm.com

REPRESENTING THE DEFENDANT:

ROBERT W. WHELAN, ESQUIRE
Nelson Mullins Riley & Scarborough, LLP
151 Meeting Street, Sixth Floor (29401)
P.O. Box 1806
Charleston, South Carolina 29402-1806
robert.whelan@nelsonmullins.com
grace.hamill@nelsonmullins.com

I N D E X

Testimony of Saundra R. Hoffman

Examination by Mr. Whelan

4

REPORTER'S CERTIFICATE

185

ERRATA SHEET

186

INDEX OF EXHIBITS

Exhibit 1 - Sketch 1 and 2

30

Exhibit 2 - State Farm File History Information

73

Exhibit 3 - Phone records

73

Exhibit 4 - Phone records

77

Exhibit 5 - List of items in Storage room

84

Exhibit 6 - Plaintiff's Answers to

Interrogatories

98

Exhibit 7 - List of items in Garage

100

Exhibit 8 - List of items in Storage room

102

Exhibit 9 - Letters from Tamyachta Edwards

103

Exhibit 10 - Packet of color photos -

Hoffman SF 329-355

104

Exhibit 11 - Packet of color photos -

Hoffman_Enservio_0001-0339

113

Exhibit 12 - Property Entry List

133

Exhibit 13 - 2/4/16 email from State Farm

135

Exhibit 14 - Copy of check

139

Exhibit 15 - 3/29/14 letter from State Farm

140

Exhibit 16 - 4/26/14 letter from State Farm

140

Exhibit 17 - 11/9/15 email from State Farm

141

Exhibit 18 - 3/4/16 letter from State Farm

142

Exhibit 19 - 9/28/16 letter from State Farm

143

Exhibit 20 - 10/22/17 email from Cindi Hoffman

144

Exhibit 21 - Emails between Cindi Hoffman and

Tamyachta Edwards

144

STIPULATIONS

It is hereby stipulated and agreed by and between the parties hereto, through their respective counsel, that the reading and signing of the transcript is reserved by the Deponent.

1 (The deposition commenced at 10:26 a.m.)

2 SAUNDRA R. HOFFMAN, SWORN.

3 EXAMINATION

4 BY MR. WHELAN:

5 Q. Would you state your name for the record,
6 please.

7 A. It's actually Saundra, S-a-u-n-d-r-a,
8 Hoffman.

9 Q. Okay. Miss Hoffman, have you given a
10 deposition before?

11 A. I have.

12 Q. How many times?

13 A. Just once.

14 Q. All right. And what were the circumstances
15 of that deposition?

16 A. That was for a case against the Hess gas
17 station in West Columbia.

18 Q. Okay. And were you the plaintiff in that
19 case?

20 A. I was.

21 Q. And what were you suing over?

22 A. Do you want me to elaborate or --

23 Q. Yeah. Just why did you sue Hess?

24 A. I was going to use my credit card to pay for
25 gas, and the lady behind the counter was new, and she

1 ran it -- I believe she ran it as a credit, and it
2 didn't take, it didn't process, so she asked -- there
3 were two people coming in the gas station about then,
4 so she asked me to step aside and let her take care of
5 them, and I did, and it turned into I was waiting for
6 like 30 minutes. And I had a three-year-old in the
7 car, so I kept asking her to, you know, let me go ahead
8 and have her process my card, and she said, "I'm not
9 sure how to do it, so you're going to have to wait."
10 And people kept coming in. So there was a police
11 officer outside, and he came inside, and he heard me
12 arguing with her, and he asked me to, you know, calm
13 down. And about that time my daughter had gotten out
14 of the car and out of her car seat and came across the
15 traffic to get into the store, so I was really upset
16 about that, and I told -- I was trying to tell the
17 officer I, you know, just wanted her to process my
18 card, and so he was getting loud with me and I was
19 getting loud with him and he decided I was, you know,
20 causing a scene, and he proceeded to handcuff me, and
21 it just went from there.

22 Another officer came to the scene and talked
23 him into letting me go, but because, you know, I was
24 really upset about what had happened, I decided to file
25 a claim against the police department, and he was fired

1 after that.

2 Q. Okay.

3 A. So...

4 Q. So you gave a deposition in that case?

5 A. Yes, I did.

6 Q. Did the case go to trial?

7 A. No.

8 Q. All right. And who was your lawyer in that
9 case?

10 A. Pam.

11 Q. Okay. Now, you understand you've taken an
12 oath to tell the truth.

13 A. Yes.

14 Q. And can I and the judge and the jury rely on
15 your testimony today as the full truth and nothing but
16 the truth?

17 A. Yes.

18 Q. If you don't understand one of my questions,
19 will you please let me know?

20 A. Sure.

21 Q. If you don't hear one of my questions, will
22 you please let me know?

23 A. Yes.

24 Q. Are you taking any medication today?

25 A. Yes.

1 Q. What do you take?

2 A. I take Prednisone.

3 Q. Okay.

4 A. I take Symbicort, Ventolin, Lyrica and --
5 what else? It's hard to think sometimes.

6 Levothyroxine. That's for thyroid.

7 Q. Anything else?

8 A. I take oxycodone for migraine headaches.

9 Q. Anything else?

10 A. And occasionally Valium, but I haven't taken
11 those in quite some time now.

12 Q. Okay. Do any of the medications that you're
13 on today affect your ability to testify truthfully --

14 A. No.

15 Q. -- and accurately?

16 A. No.

17 Q. Is there anything that you normally take
18 that you haven't taken today?

19 A. No.

20 Q. Now, if you need a break at any time, will
21 you please let me know?

22 A. Okay. Sure.

23 Q. So, what's your date of birth?

24 A. [REDACTED], 1958.

25 Q. Okay. And where are you from originally?

1 A. Columbia.

2 Q. Okay. And how far did you go in school?

3 A. Twelfth grade.

4 Q. Have you had any education since 12th grade?

5 A. No. Just like a Midlands Tech training
6 class for Michelin. That was not necessarily
7 education.

8 Q. All right. If you could, take me through
9 your employment background.

10 A. Okay. Well, I mean, I had a lot of, you
11 know, fast food jobs when I was younger.

12 Q. Okay.

13 A. But probably -- I'm trying to think. I
14 think Bendix Connector Corporation would have been
15 probably the first job I've really had other than fast
16 food.

17 Q. Okay.

18 A. And I think I was there four and a half
19 years maybe. The plant closed. It relocated back to
20 New York.

21 Q. Okay. What timeframe was that? You can
22 just give me a decade.

23 A. The '80s.

24 Q. Okay.

25 A. And then I worked at the Amvac Corporation,

1 which was on -- I don't know if it's Killian Road. One
2 of those roads in Blythewood. I worked there for maybe
3 a year and a half or two years. It's hard to remember.

4 Q. Okay.

5 A. And let's see. What else. I worked at
6 Whirlpool off and on for maybe a year. I mean, it
7 could be a little more or a little less. I don't know.

8 Q. I understand.

9 A. Then I worked at Michelin Tire Corporation
10 in Lexington for ten years.

11 Q. Okay. And what timeframe were you at
12 Michelin?

13 A. That was in '93 I think was when I started.

14 Q. Okay. So you worked there till about '03?

15 A. Right.

16 Q. Then what after that?

17 A. I haven't worked since then.

18 Q. Okay. Now, are you on disability?

19 A. Yes.

20 Q. When did you go on disability for the first
21 time?

22 A. Shortly after then.

23 Q. Okay. For what?

24 A. Asthma.

25 Q. Okay. Anything else?

1 A. No.

2 Q. Is that state or federal disability?

3 A. It's, I mean, social security.

4 Q. Okay. Did you have -- Are you married?

5 A. No. I'm divorced.

6 Q. Okay. How many times were you married?

7 A. Three.

8 Q. All right. When were you most recently
9 divorced?

10 A. In 2012.

11 Q. Okay. Do you have kids?

12 A. I do.

13 Q. Before I get there, will you tell me the
14 names of your ex-husbands?

15 A. Okay. John Bowden was the first one.

16 Q. Okay.

17 A. And David Campbell was the second one.

18 Q. Okay.

19 A. And Jeff Hoffman was the third.

20 Q. And what's your maiden name?

21 A. Blizzard. That's why I got married the
22 first time, just to get rid of that name.

23 Q. Just so we know for jury purposes, do you
24 have other relatives in Lexington County that have
25 names other than Blizzard, Hoffman, Campbell or Bowden?

1 A. I do have a cousin who lives in Lexington
2 County. Her name is Jackie Moore.

3 Q. Okay.

4 A. And I have a daughter who lives in
5 Lexington. Her name is Ashley Lee.

6 Q. Is that L-e-i-g-h?

7 A. L-e-e.

8 Q. Okay.

9 A. I mean, I may have some other ones. I have
10 lots of cousins I haven't talked to in 30 years
11 probably, but I don't know where they are because I
12 don't -- after my mom died, we kind of quit doing
13 family reunions and pretty much everything.

14 Q. I understand that. And you live in
15 Lexington County; correct?

16 A. Yes.

17 Q. So tell me who your children are. I know
18 Ashley Lee.

19 A. Okay. She's the oldest. And then there's
20 Lauren Campbell. She lives in Kennesaw, Georgia, which
21 is right outside of Atlanta. And then Meredith
22 Hoffman. She lives in Columbia. And McKenzie Hoffman.
23 She still lives with me.

24 Q. Okay. And how old is McKenzie?

25 A. She is -- she'll be 19 tomorrow. She's

1 going to Midlands Tech. She wants to do something in
2 law, but she hasn't figured it out yet.

3 Q. Well, you should have brought her.

4 A. Yeah.

5 Q. And how old is Meredith?

6 A. She is 23.

7 Q. And you said she lives in Columbia or she
8 lives in Georgia?

9 A. She lives in Columbia.

10 Q. Okay. And Lauren lives in Georgia?

11 A. Right. And Lauren is 32.

12 Q. Have you ever been in a lawsuit other than
13 this one and the one where you sued the police and
14 Hess?

15 A. The only thing was her dad got the
16 disability for me from Michelin, but no.

17 Q. Okay. Have you ever filed a workers'
18 compensation action?

19 A. No.

20 Q. Have you ever declared bankruptcy?

21 A. No.

22 Q. All right. Have you ever been arrested?

23 A. No.

24 Q. Have you had any insurance claim disputes
25 beyond the one we're here to talk about today?

1 A. You mean like before it would get to a
2 lawsuit?

3 Q. Yeah.

4 A. I don't think so. No, I don't -- I don't
5 think so. I can't remember any.

6 Q. Okay. What did you do to prepare for your
7 deposition?

8 A. The only thing I really did was I talked
9 with her last week, and actually went on the website
10 that I had filed a claim on to see if it still worked,
11 you know, if you could enter things.

12 Q. So did it still work?

13 A. No. It -- you click on -- it's like the
14 only way to enter something is to click on the picture,
15 and the picture is not necessarily this. The picture
16 is already submitted and you can't see it anymore. But
17 I clicked on it and nothing happened.

18 Q. Okay. So you're talking about -- is that
19 the Enservio website?

20 A. Yes.

21 Q. So last week you went on the Enservio
22 website?

23 A. Uh-huh.

24 Q. Were you looking to add additional items?

25 A. No. What I was looking to do was see if I

1 could see -- because I remember that during the time
2 that they said my claim had expired, I was able to add
3 on there, so I just -- I'm kind of puzzled at why I
4 could add things after it expired, and then now I look
5 at it and the page is -- it's locked. It's like
6 there's nothing you can do. I mean, I wasn't trying to
7 do anything. I was just trying to see if that was
8 still the situation because if -- I mean, this is how I
9 feel. If you're not -- if the claim has expired, then
10 why was I allowed to revise it? You know, I was
11 allowed to revise the notes on the claim.

12 Q. You say you were allowed to enter stuff in
13 the website?

14 A. Right, after the -- after January the what,
15 8th of 2017, I was still, and I didn't know I -- the
16 claim had expired, but -- so I went on with it, added
17 what I needed to add, and then I get this letter almost
18 a year later telling me that my claim had expired.

19 Q. Okay. Now, what is your address?

20 A. 503 Timbertrail Court.

21 Q. And how long have you lived at 503
22 Timbertrail?

23 A. Fifteen years.

24 Q. Okay. Are you the sole owner of that
25 property?

1 A. Yes.

2 Q. And McKenzie lives there with you?

3 A. Yes.

4 Q. Does anyone else live there?

5 A. No.

6 Q. At the time that this water leak occurred,
7 who lived at the house?

8 A. My other daughter, Meredith, she was -- I
9 think she was about to graduate from high school, and
10 my uncle.

11 Q. Okay. What's your uncle's name?

12 A. Roland Geddings. He passed away that year.

13 Q. So at the time of the leak, McKenzie,
14 Meredith, Mr. Geddings and you lived in that house?

15 A. That's correct.

16 Q. Did anyone else?

17 A. No.

18 Q. I do have another background question for
19 you before we get into the leak.

20 Are you part of any community groups or
21 clubs or churches or anything like that?

22 A. No.

23 Q. When did you become insured by State Farm?

24 A. You mean for car or auto or --

25 Q. Yes, ma'am.

1 A. When I was 16. I've been insured with
2 them -- I think there might have been a year or two
3 that one of my husbands was insured with another
4 company, and so I just went onto his policy, but other
5 than that, I've been with State Farm.

6 Q. And you said car?

7 A. Or house.

8 Q. Or house?

9 A. Uh-huh.

10 Q. So other than your husbands -- one of your
11 husbands perhaps using a different company, since you
12 were 16, have all of your cars and houses been insured
13 by State Farm?

14 A. Yes, uh-huh.

15 Q. And who insures you currently?

16 A. State Farm.

17 Q. All right. And do you use a particular
18 State Farm agent?

19 A. Charles Piercy. That's the only one I've
20 ever used.

21 Q. All right. And do you have any complaints
22 with Mr. Piercy?

23 A. No, not at all.

24 Q. All right. Now, tell me about the water
25 leak.

1 A. Okay. So, I got up that morning. I don't
2 really remember what time it was. It was -- it was
3 after daylight. But I remember going to the bathroom,
4 and I thought that I heard water running in the wall
5 and/or moving through the wall or something, and so I
6 followed the sound, and I opened the garage door, and
7 the water looked like it was just raining in. It was
8 all the way across the beam. There's a beam that runs
9 parallel to -- to the garage doors, and the water was
10 just -- it looked like a waterfall.

11 And so I remember I didn't have -- and I
12 knew I didn't have this tool that you cut the water off
13 with at the road, so I went out and knocked on like
14 four neighbors' doors, and their cars were all there,
15 but nobody answered the door. I don't know. So I went
16 back home and I called State Farm and I told them, you
17 know, the water is coming down and it just looks like a
18 waterfall. And so the lady told me, she said, "Well, I
19 don't know what you can do." She said, "Maybe, you
20 know, you can see if one of the neighbors will help
21 you." And I said, "Well, I've already been to several
22 neighbors' houses." There's only like 11 houses on my
23 street. And I said, "Nobody's answering the door." So
24 she said, "Well," she said, "see what you can do, and
25 if you can't get it off," or whatever she said, "you

1 can call us back." And I don't know if she called me
2 back or I called her back, but she did tell me that
3 they were able to get ahold of one of the fire
4 departments, and I'm not sure what the name of the fire
5 department is. I think it's on Lake Murray Boulevard,
6 but I could be wrong. And they came out and opened the
7 door and -- opened the garage door.

8 One of the garage doors had -- I guess it
9 stalled it or something, and it wouldn't open, so they
10 opened the opposite garage door, and they came in. And
11 there was a huge bubble in the ceiling. It was like
12 the paint and everything was like in a big ball hanging
13 down. And so they stuck a rod or something up there
14 and burst it. And then they did take a bunch of stuff
15 out of the garage, set it outside. But I think it was
16 like 15 degrees that day maybe. It was very cold. So
17 they told me that because the lady on the phone with
18 State Farm said they were having a lot of calls for
19 burst pipes, and so, anyway, they pulled the stuff out
20 and did what they could, and then they left.

21 Q. So was it the fire department that pulled
22 the stuff out?

23 A. Yes, uh-huh.

24 Q. So to back up, was it like a holiday or a
25 weekend or something?

1 A. I don't think -- I don't really remember. I
2 don't think it -- it's possible. I don't remember.
3 But I had asked my girls if they remembered, and I
4 don't even know if they were there, and it's possible
5 that they had the day off from school because they
6 already knew it was going to be really bad weather.
7 There were icicles hanging like at my garage door, so,
8 you know.

9 Q. But State Farm is the one that got the fire
10 department to come?

11 A. Yes.

12 Q. And do you recall, did you call your local
13 agent's office?

14 A. I think I did, but I can't be sure about
15 that.

16 Q. Okay.

17 A. I mean it -- I could have just maybe dialed
18 the 1-800 number because, see, I don't know if it was
19 the weekend or whatever, so I don't know if I was not
20 able to get them, and I don't think I would have gotten
21 them at 8:00 in the morning, but it's possible. I
22 don't know.

23 Q. And you said that there was a bubble that
24 somebody burst in the --

25 A. Yeah. It was like there was so much water

1 that had collected in the ceiling that -- it's like a
2 popcorn ceiling, and the water was so heavy that it
3 just pulled down, and it was like this bubble hanging
4 there. And so one of the officer -- officers -- one of
5 the firemen got a stick or something and stuck it up
6 there, and the water just gushed out.

7 Q. All right. And so did you or the firemen,
8 did they put a bucket under that bubble to collect the
9 water?

10 A. I don't remember -- I don't remember them
11 doing that, no.

12 Q. Did they move the stuff out of the way
13 before they burst the bubble?

14 A. They were kind of walking over stuff. See,
15 I had -- that whole wall right there had boxes lined up
16 on it, and stuff was -- not all the boxes, but a lot of
17 the boxes had stuff in them, so the boxes had all
18 fallen over, and they were just kind of pushing stuff
19 out of the way to get to what they needed to get to.
20 My garage was very full at the time, so they had to
21 move a lot of stuff --

22 Q. Okay.

23 A. -- and were walking on stuff to get to this
24 area.

25 Q. Okay. Did you take any pictures?

1 A. Of that -- like that day or anything?

2 Q. Yes, ma'am.

3 A. No.

4 Q. Do you know of any pictures that would show
5 the condition of the ceiling and the stuff in the
6 garage?

7 A. You know, it's possible I might could go
8 back and find some pictures, but I don't remember
9 taking any.

10 Q. Okay. Have you looked to see if you have
11 any photographs?

12 A. No.

13 Q. Could you do that, please?

14 A. Uh-huh.

15 Q. All right. How long was the fire department
16 there?

17 A. That's a tough question. I mean, I know
18 they were probably there an hour, hour and a half
19 maybe.

20 Q. Okay. And when they left, was -- had your
21 stuff been moved out of the garage?

22 A. Well, they moved a lot of it out because I
23 think it was like four or five firemen in there trying
24 to, you know, get stuff moved, and they did pull a lot
25 of wet stuff out, but it was -- like I said, it was

1 like 15 degrees outside or maybe 10. I don't know.
2 And so they pulled stuff out and got the water cut off.
3 I think they cut the water off as soon as they got
4 there. But they did pull a lot of stuff out.

5 Q. Okay. And what happened to the stuff that
6 they pulled out?

7 A. It was -- I mean at some point it was --
8 whatever I thought was possibly salvageable was put
9 back into the garage. I did take everything that was
10 in the boxes -- it took me a long time to do this. I
11 took all that stuff and I got newspaper and reboxed it
12 because, you know, there was a lot of stuff that wasn't
13 damaged, but there was stuff damaged that I didn't even
14 put on the claim because I -- at one point I was just
15 throwing stuff away, but that was -- a lot of that was
16 clothing that I just felt like I didn't need or, you
17 know, whatever. So the stuff was put back into the
18 garage or my daughter took a lot of the stuff that --
19 because some of it stayed out there and dried out, and
20 she put it back in a garbage bag and moved it upstairs,
21 you know. My house is full. It's -- I have a lot of
22 stuff, so...

23 Q. All right. So the firemen -- when the
24 firemen were there, they moved the wet stuff out of the
25 garage?

1 A. Uh-huh.

2 Q. Into what? The driveway or the yard?

3 A. It was the driveway.

4 Q. All right.

5 A. Yeah.

6 Q. And at that point you pulled stuff out,
7 repackaged it in newspaper, some stuff; is that right?

8 A. Yeah.

9 Q. And then were you throwing stuff away at
10 that time or did that come later?

11 A. If I came to something and I thought I just
12 didn't need it anyway or like it was clothing I hadn't
13 worn in a long time or it was too small for the kids or
14 something, I just threw it away because there were a
15 lot of chemicals in my garage. We have a pool. And
16 some of that stuff had, I'm sure, leaked all over it.
17 Plus, my lawnmower was in there and hedge trimmers and
18 all this, all these gas-powered tools. So between that
19 and just other chemicals in there, I just didn't feel
20 like messing with it, you know.

21 Q. Okay. So were you able to smell chemicals
22 on some of the clothes?

23 A. Some of them, like I could -- I kept bleach
24 out there, too, bleach and the -- what is that --
25 baking soda that you put in the pool and -- I mean some

1 of it was just like a musty smell, and, you know, I
2 didn't want to deal with trying to clean things up and,
3 you know, wash all this stuff, and it just -- it seemed
4 like a mountain to me. It was just a lot of stuff to
5 go through, and, you know, I was depressed about it. I
6 lost a lot of photos in there, too, a lot of my kids'
7 toys because I used to not really throw hardly anything
8 away, so I lost a lot of their stuff from when they
9 were little.

10 Q. Okay. Now, the bleach, how was that stored?

11 A. It was just by the -- by where you come down
12 the steps into the garage.

13 Q. Okay. Was that in a plastic bottle?

14 A. Uh-huh.

15 Q. Yes?

16 A. Uh-huh. Yes.

17 Q. The court reporter is typing things down,
18 and it's hard to type down Uh-huhs and Huh-uhs.

19 A. Okay. I understand.

20 Q. And was the top on the bleach?

21 A. I mean, I guess it probably was, but my
22 daughter used the bleach a lot, and she, you know, has
23 a habit of not even putting lids on stuff, so I can't
24 be sure there was a bleach smell. It was just
25 chemicals. I wasn't trying to identify what it was

1 really.

2 Q. Okay.

3 A. There was oil in the garage. I had my
4 charcoal and lighter fluid out there, and just all that
5 stuff mixed together getting on the clothes, I just
6 didn't -- I have -- I've had asthma my whole life, so I
7 can't tolerate -- couldn't tolerate trying to clean up
8 a lot of chemicals.

9 Q. So where was the oil stored?

10 A. Like next to the -- between the doors in the
11 garage.

12 Q. Okay. So towards the outside?

13 A. Well, yeah. I mean, it's the very beginning
14 of the garage, yeah.

15 Q. Okay. And was that in a standard one liter?

16 A. I don't really know. It was just a
17 little -- I kept oil for the lawnmower, and I still
18 have a lawnmower, but I don't even use it now. Oil for
19 the hedge trimmer and then also, you know, gas for the
20 lawnmower and whatever.

21 Q. Okay. Was the oil in a one-liter plastic
22 bottle?

23 A. I have no idea. It was just -- just looks
24 kind of like a -- I know it was like a -- like a
25 lighter fluid, like one of those like cans, I think.

1 Q. How big was it?

2 A. I don't know. It's just -- I really don't
3 know. I mean like -- I'm just guessing at this. I
4 mean, I'm trying to think back, but, you know. Well,
5 let me say it this way. If the clothes hadn't gotten
6 ruined by the chemicals, like a lot of things took a
7 long time to dry out because it was January, and so,
8 you know, I was sick, you know, I was sick a lot. My
9 worst months are January and February, so that's just
10 how it is for me. And so some things had molded,
11 mildewed, just the colors ran together. I don't know
12 if the colors ran together from the chemicals or, you
13 know, just from being on each other, but that's what
14 happened to a lot of the items.

15 Q. Okay. I was asking you about the oil
16 container. Do you remember whether the top was on it
17 or not?

18 A. I mean, I would think it was, but -- because
19 my kids don't mess with the oil, so...

20 Q. All right.

21 A. But I don't mess with the oil either. Like
22 this would have been left over from my husband being
23 there.

24 Q. Okay. Now, you mentioned chemicals for the
25 pool.

1 A. Uh-huh.

2 Q. What chemicals did you have for the pool?

3 A. Oh, he bought everything to cure algae.

4 He -- he would go out to, I think it was Griffin Pools
5 and Spas, and buy like seven or eight chemicals, like
6 three or four hundred dollars, come home and put all
7 this stuff in the pool, and then it might clear it up
8 for a few days or it might not, and so if he went back
9 over there, they were able to sell him more chemicals
10 because they just -- they knew they could.

11 Q. Are you talking about Jeff Hoffman?

12 A. Yes.

13 Q. Did you ever mess with the chemicals for the
14 pool?

15 A. Occasionally, like, he would tell me what to
16 put, you know, but I didn't do that very often because
17 I was sick so much and I didn't want to get -- you
18 know, have a reaction to some chemical.

19 Q. Had any chemicals been purchased for the
20 pool since Mr. Hoffman left --

21 A. No.

22 Q. -- the house?

23 A. No.

24 Q. All right. And did you mess with the
25 chemicals for the pool after Mr. Hoffman left the

1 house?

2 A. No. The pool was not really used after
3 that.

4 Q. Okay. And I know you guys divorced in 2012?

5 A. Right.

6 Q. When did Mr. Hoffman leave?

7 A. He left in probably 2010, I think.

8 Q. Okay. Now, where were the chemicals for the
9 pool kept?

10 A. On the back wall, mostly in the back left
11 corner.

12 Q. Okay. And were they in plastic jugs or
13 what?

14 A. I think most of it was. There might have
15 been a couple things that were in bags. The only thing
16 I really would, you know, mess with would be like
17 the -- the baking soda. I would put that in sometimes.
18 And he -- he had these chlorine tablets that he put in
19 the skimmer box. But we couldn't use the pool after --
20 after he left because I think a stick or something got
21 down in it and got into the skimmer box and was lodged,
22 and I had to call Roto-Rooter out there, and they
23 cracked the pipe trying to unlodge the stick.

24 Q. Okay.

25 A. And so what happened after that was every

1 time we put chemicals in, the water would go down about
2 a foot the next day. And I may have used the pool a
3 few times after he moved out, but once it was going to
4 get to be that I'm having to add chemicals and stuff, I
5 just -- I just quit with it because I couldn't do that.

6 Q. Okay. Now, did you ever see any of these
7 chemicals spill or leak or anything like that?

8 A. No, but, like, he was real sloppy with stuff
9 like that. He -- he's just a clumsy person.

10 Q. Okay.

11 A. But, I mean, I wouldn't have -- I probably
12 wouldn't have seen it anyway because I think the
13 chemicals were kind of up under the desk. There's a
14 desk that runs across the back wall.

15 Q. All right. So talking about the leak,
16 what's your understanding of how the leak occurred?

17 A. From what the plumber said, it was a metal
18 pipe in the wall, and it just burst. And he did
19 replace it with plastic pipes.

20 Q. Okay. And was that -- did the pipe burst on
21 the second floor, the room over the garage?

22 A. Yes, uh-huh.

23 Q. Okay. And I think so far we've talked about
24 damage in the garage.

25 A. Uh-huh.

1 Q. What damage was there to the room over the
2 garage?

3 A. The -- when I -- when I went upstairs, I
4 saw -- like you could see where the water was running
5 down the wall. It had run down the wall. You could
6 see like a print of a water stain. And it had soaked
7 the carpet, and it kind of went -- the wall was like
8 L-shaped, and it went around to the next wall, and so
9 it was on the back wall where the desk was and then
10 it -- the wall turned, and that wall was wet also.

11 Q. Okay. And do you know when the leak
12 started?

13 A. You mean from when the pipe burst?

14 Q. Yes, ma'am.

15 A. No. I mean it -- it could have started in
16 the middle of the night. All I know is that morning
17 when I got up, I followed the sound.

18 Q. Okay. Do you believe -- Strike that. Let
19 me show you what I'm going to mark as Exhibit 1.

20 (Deposition Exhibit No. 1 marked for
21 identification.)

22 Q. This, I believe, is a sketch of the garage
23 and the room over the garage.

24 A. Uh-huh.

25 Q. Does this look like an overhead

1 representation of your room over the garage?

2 A. Yes.

3 Q. Okay. There it looks like there's stairs
4 coming up?

5 A. Uh-huh.

6 Q. And then I guess there's two closets on the
7 back of the steps?

8 A. Right. They're not like -- they're not real
9 tall, but they're probably five feet tall.

10 Q. All right. Are the closets on the front or
11 the back of the house or the side?

12 A. They're on the side.

13 Q. Okay. So the area where the garage doors
14 are, is that where the stairs are or on the other side?

15 A. The garage doors would be like here, but
16 underneath here. This is the front of the house.

17 Q. Okay. I might just write "front," if I may.

18 A. Yeah. And the garage doors are under there.
19 There's a window up here in this bedroom.

20 Q. There's a window on the front.

21 A. Right.

22 Q. Now, could you mark on the page for me where
23 the leak occurred and where the damage was in the room
24 over the garage?

25 A. Well, the stairs actually, I think, come on

1 over to here or either this goes over to there.

2 There's no -- there's not a big gap right here that's
3 like the width of the stairs.

4 Q. What is the little box that sticks down?

5 A. This is where the desk is.

6 Q. Okay. So this picture has a gap between the
7 desk and the stairs that really isn't there.

8 A. I mean, the picture looks like a gap, but
9 there's not really one.

10 Q. Okay.

11 A. So I'm just going to put that it's like --
12 it's like right about here maybe was where the burst
13 pipe was.

14 Q. Okay. And do you know about how high up the
15 burst occurred on the pipe?

16 A. I want to say it was like -- it was probably
17 three feet, three or four feet at the most.

18 Q. From the floor on the second floor?

19 A. Uh-huh.

20 Q. Yes?

21 A. Yes.

22 Q. Okay. So you put an X where the leak
23 occurred. Could you just draw a circle around the
24 walls that were affected?

25 A. Okay. And then the carpet was all -- all

1 this carpet was wet, and I think it had -- I think it
2 had -- it had shot up on the ceiling somehow. There
3 was water spots up there on the ceiling.

4 Q. Okay. And the water spots on the ceiling,
5 were they sort of in the middle of the room?

6 A. Then kind of like over here.

7 Q. Okay. So you've put an X in the middle of
8 the room where the water spots were?

9 A. Yeah. Well, closer to the damage, but...

10 Q. Closer to the desk?

11 A. Yeah. Yeah.

12 Q. All right. And then if you could turn to
13 the next page of Exhibit 1, it's a picture of the --
14 does this look like the shape of your garage?

15 A. Wait a second. It does, only I think
16 there's probably a little more area of this over here.
17 I think it's probably -- I mean there's just a --
18 there's really only just the stairs coming down from
19 the kitchen --

20 Q. Okay.

21 A. -- into the garage, and then there's a
22 little bit of wall right here, so maybe -- maybe it's
23 more like this, something like that.

24 Q. Okay. So the little section in the back
25 extends further out?

1 A. Yes, it's further than -- because I think --
2 I think this is right. If I'm looking at the desk --
3 it's a built-in desk with shelves. If I'm looking at
4 it from the front of the garage, it's -- it goes -- it
5 goes way over past the middle between the doors.

6 Q. All right. Now, could you write "front"
7 where the front of the house is?

8 A. (Witness writing.)

9 Q. And could you circle the areas of damage in
10 the garage?

11 A. I mean, it came over -- it came over about
12 to here.

13 Q. Okay. And could you put an X where the
14 bubble was?

15 A. There's a beam that runs right about here,
16 and the bubble was probably here.

17 Q. Okay. So you put a circle over the beam
18 where the bubble was.

19 A. Uh-huh.

20 Q. Yes?

21 A. Yeah. The -- where the bubble came down was
22 right at the beam. Now, it couldn't have been on the
23 beam, I don't think, but it was very close to it.

24 Q. Okay. Thank you.

25 Did the firemen do anything upstairs?

1 A. No. I don't think they came in the house.

2 Q. Okay. Did you spend all day that day
3 getting stuff out and drying it off and repacking it?

4 A. I couldn't because I -- I'm -- I'm very
5 like -- if -- how do I say this? I have chronic
6 asthma, so if I were doing that all day, I would have
7 been critically ill, you know, like, I just couldn't.

8 Q. Okay. About how much time did you spend
9 that first day?

10 A. Maybe -- maybe two hours.

11 Q. Okay. And were your kids helping you?

12 A. No. That's why I'm thinking they weren't
13 there.

14 Q. Okay.

15 A. I mean, it's my guess that they didn't have
16 school that day and they spent the night with friends,
17 but I just don't know.

18 Q. All right. So when did you next work on
19 dealing with your damaged property?

20 A. Well, I was working on it probably every day
21 a little bit, but I wasn't, you know, getting a lot
22 done because I can't. I mean I'm -- I've been sick my
23 whole life; like, I had a bronchoscopy in two thousand
24 and I think it was maybe five or six, and -- it could
25 have been before then, but I go to a pulmonologist

1 regularly, and at the time the doctor told me that the
2 tissue in the -- or the muscle in the bottom of my
3 lungs was dead. He said it's just -- it's sitting
4 there, but it's dead, he said, so you can't get a full
5 breath in and you can't get a full breath out. And
6 every time I've had the test run for my asthma, I'm
7 getting somewhere between 33 to like 37 percent oxygen
8 of a normal person. And, I mean, you know, it -- I
9 take a lot of medicine for it, you know, and I take
10 Prednisone, and it's -- Prednisone is good for you
11 right then because it helps you breathe, but in the
12 long run, it destroys all your major organs, so it's
13 not a good thing, but I can breathe now or I can
14 breathe later or die later. It's -- it's bad.

15 Q. Okay. Well, did you enlist any help from
16 your children in dealing with the property, cleaning up
17 the property?

18 A. Oh, yeah, they did help me when they had
19 time, you know, but my -- my daughter Meredith, she
20 graduated in 2014, so she moved out in June and then
21 started college at Carolina.

22 Q. Okay. When you got down to -- when you got
23 to the garage after you heard the leaks, was there any
24 standing water on the ground?

25 A. Yes.

1 Q. Was it going out of the front of the garage
2 doors?

3 A. It was kind of going out, but, I mean, I
4 couldn't really tell until the firemen came and I
5 could -- I could see then that the water had gone down
6 some because when I first opened the door, the way my
7 driveway is, you go up it just a little bit to get into
8 the driveway, but then as you get closer to the garage,
9 it kind of goes back down a little, not a lot, but it
10 was enough to keep the water in, you know, for a -- you
11 know, until they got there. It was -- like, I could go
12 in there, and it was like two feet of water, and the
13 water when I first went in the garage, the foundation
14 is brick and the water was above there, so because the
15 garage doors were closed, it was holding that water in,
16 and it was hours before the firemen came, so everything
17 in there was soaked with just everything. It was -- it
18 was not -- not a good time.

19 Q. Okay. So is it your testimony that the
20 water was two feet high throughout the entire garage?

21 A. Okay. If you're going to hold me to that,
22 then I'm not exactly sure, but I don't have -- I didn't
23 have a ruler with me, but it was -- it was -- it was --
24 okay. Let's say it was at least a foot high. It
25 was -- it was high enough I didn't want to get down in

1 there because I didn't know what else was down in the
2 garage. I'm really afraid of bugs and spiders and
3 snakes and stuff, and so I'm -- I'm just like -- I know
4 that when they opened the door, that a lot of the
5 water, you know, started to go down a little, but it
6 still took time.

7 Q. Have any repairs been made to the garage?

8 A. Yes. I mean just -- just basically the
9 walls. The walls -- I don't believe any of the
10 Sheetrock was replaced. I'm not sure, but it could
11 have been. I know that it was all, like, repainted,
12 and I think I had -- they had to disconnect the -- what
13 was it -- the garage door opener or on the side where
14 it was closest to the entry into the kitchen because --
15 because it wouldn't work. They couldn't -- they
16 weren't able to raise that garage door.

17 Q. Okay. Who did the work in the garage?

18 A. Johnny Campbell. It's Columbia Company.

19 Q. The name of his company is Columbia Company?

20 A. Yes.

21 Q. And when was that work done?

22 A. I want to say that it was done maybe in --
23 it was warmer, so maybe it was like June or something
24 or May.

25 Q. The same year that the leak occurred?

1 A. Yes, uh-huh.

2 Q. And do you have --

3 A. Possibly. I mean, it was the same year, but
4 I'm -- I'm trying to be careful because like, you know,
5 I don't want it to look like I'm not telling the truth,
6 but it was the same year. I just don't know exactly
7 when.

8 Q. All right.

9 A. But it was warmer.

10 Q. Do you have any records from when those
11 repairs were done?

12 A. I probably have some at home somewhere.

13 Q. Okay. Would you have had a bid from him or
14 a receipt from him or anything like that?

15 A. I think I do probably.

16 Q. And did you pay by check or --

17 A. I paid some of it by check and I think some
18 of it in cash. And I know that he told me, because I
19 don't think that the money that the insurance paid for
20 doing the work -- he said that he was supposed to get
21 some sort of ten percent or something and another
22 ten percent that he didn't get, so I don't know.

23 Q. Did Mr. Campbell deal with the insurance
24 company?

25 A. He did talk to them several times, I think,

1 the first adjuster. There was -- there was a man who
2 came out; I think it might have been the one who came
3 out and first looked at it.

4 Q. Okay.

5 A. And I don't remember the man's name, though.

6 Q. Okay. Did anyone -- has anyone done any
7 repairs to your house other than Johnny Campbell?

8 A. No, I don't think so. Well, before that
9 maybe, years before that, we had some work done on our
10 bedroom, but it's on the far end upstairs. It's just
11 a -- it's just a room that we had walls put up in. It
12 was basically you walk in, and it's a shell, and they
13 just put up Sheetrock.

14 Q. Okay. But as far as any repairs from the
15 leak in 2014?

16 A. No.

17 Q. Mr. Campbell is the only one who's worked on
18 that.

19 A. Yes.

20 Q. I saw something that you wrote where you
21 said that you were a hoarder.

22 A. Uh-huh.

23 Q. I think you said that in an email to State
24 Farm or something like that. Tell me about that,
25 please.

1 A. Well, I think it was -- I didn't start out
2 that way, but I think years of depression and three bad
3 husbands or three failed marriages, put it that way,
4 and just bad choices, and I think I bought things to
5 make myself feel better, but that didn't always happen
6 or it was temporary.

7 Q. Uh-huh.

8 A. I'm not a hoarder anymore. I cured myself;
9 I really did. And I don't -- you know, I know that
10 I've watched a lot of those hoarding shows where
11 people, they're worse than me, but it's -- it's bad,
12 but it's not that bad, but, you know, you wonder how
13 people get this way. I don't know. I'm better now.

14 Q. I'm glad to hear that.

15 A. Thank you. I feel better.

16 Q. Did you have -- were other areas of your
17 house filled with stuff back in 2014?

18 A. Uh-huh.

19 Q. Was the condition of the garage emblematic
20 of the condition of the other rooms in your house?

21 A. Probably.

22 Q. Okay.

23 A. My -- well, now, the other rooms might have
24 been a little more organized. My garage was not
25 organized because one thing about my house that really

1 just aggravates me is I don't have any large bedrooms
2 and I don't have any small bedrooms, but my closets,
3 they're like -- they look -- they remind me of the old
4 houses, you know, that have the small closets, so a lot
5 of stuff went in the garage; that's where it landed was
6 the garage.

7 Q. When did you cure yourself of the hoarding,
8 what year, roughly?

9 A. It wasn't an all of a sudden thing. It was
10 just like I noticed myself over time, like if I went in
11 to -- because, I mean, Belk's, Dillard's, JC Penney,
12 Macy's, all those stores, Abercrombie, I would go in
13 and buy hundreds of dollars, or Kohl's, hundreds of
14 dollars at a time, and this happened a lot, and -- but
15 then it didn't -- it really didn't make me feel better
16 and I started to realize that. But I guess probably
17 two thousand and -- probably about the time I divorced
18 my third husband was when I really just kind of, you
19 know, let go of things.

20 Q. And did you purge your home of excess goods?

21 A. Yes.

22 Q. And was that a slow process or how long did
23 that take?

24 A. I wasn't like -- I bought a lot of stuff
25 when we lived in our other house, but not to the extent

1 that I started once we moved into this house, so I
2 probably went through a buying frenzy from like 2004 to
3 2010, but I'm slowly recovering from it.

4 Q. Okay. Are you still getting rid of the
5 stuff that you bought during that period?

6 A. Uh-huh.

7 Q. Yes?

8 A. Yes.

9 Q. And how do you do that?

10 A. I occasionally take stuff to the flea
11 market. I sell stuff to my sister or her -- she has a
12 friend, and I've sold stuff to her. And also I give
13 stuff away, and I've given my sister stuff to give to
14 Goodwill or Salvation Army or whatever; if she didn't
15 want it, she could do that. And I do sell stuff. I've
16 sold some stuff like to my daughter's friends or, you
17 know, but I actually had one of my daughter's friends,
18 we were like trading with each other, and so that
19 wasn't helping me out, but...

20 Q. Do you sell stuff on eBay?

21 A. Yes, I do.

22 Q. Do you sell stuff on craigslist?

23 A. No, I never tried that.

24 Q. And what is your eBay handle?

25 A. Ohyesgirl, O-h-y-e-s-g-i-r-l.

1 Q. Okay.

2 A. I don't sell a lot of stuff on there, but I
3 mean mostly -- I mostly am giving stuff away now
4 because it's the easiest way to get rid of it, and, you
5 know, shipping is expensive, and eBay gives you a
6 discount. I don't know -- I know there's another
7 website I signed up for called Mercari, but I just
8 don't understand their policy, and so I had some things
9 on there, and I just took them down because I think
10 that you have to -- I know when I bought things on
11 there, not a lot, but when you buy things on there,
12 you -- they want you to let them know within like three
13 days if you are satisfied or whatever, and then it says
14 something about so that they can pay the seller, and so
15 I don't know if -- it sounds like they don't pay the
16 seller until you respond, but I really don't know
17 because I haven't taken time to read it.

18 Q. Okay. And did you have a handle for
19 Mercari?

20 A. No. Just -- just my name.

21 Q. Okay. And did you rent booth space at the
22 flea market?

23 A. I have, but it's been years ago, like -- no,
24 it wasn't booths. It was like the tables outside.

25 Q. Okay. All right. And what flea market was

1 that?

2 A. The newer one, The Barnyard.

3 Q. Okay. What road is that?

4 A. Augusta Road, I think.

5 Q. And what did you sell at the flea market?

6 A. Just clothes and probably dishes and maybe
7 some of my husband's clothing or something.

8 Q. And did you have a name for your --

9 A. No, no. It was just a random thing.

10 Q. Okay. Did you report the proceeds from the
11 sales at the flea market or eBay as income on your
12 taxes?

13 A. No, because on eBay, you're not required to
14 report unless it's 20,000 or more, and I don't do
15 anywhere near that.

16 Q. Okay. Tell me about the process of how you
17 determined what was damaged in the flood and any
18 efforts that you made to save, salvage the stuff that
19 was damaged in the flood.

20 A. I do remember like things that looked like I
21 couldn't tell if it was mold or mildew, I would wash
22 it, and then if it didn't come out, then I just either
23 threw it away or cleaned it. But there were other
24 things that looked like the chemicals or something had
25 eaten holes in it, so, of course, those aren't

1 salvageable. You know, when this first happened, I
2 threw away a lot of stuff, though. I was throwing away
3 like baby clothes because I thought, well, those
4 things, you know, I've had them forever anyway; it's
5 just time to let go of them. But I still have not gone
6 through everything because there's a lot of stuff that
7 I just can't get to or -- I did start trying to clean
8 the garage up one time, and, you know, trying to move
9 stuff around, and it's just -- it's a mountain. It's a
10 mountain of stuff. So I'm sure there's stuff still in
11 there that's, you know, no good, but I'll get to it
12 when I can, you know.

13 Q. Okay. So the garage had a bunch of boxes
14 and bags in it.

15 A. Uh-huh.

16 Q. And some had stuff in them and some didn't
17 have stuff in them?

18 A. Right. Some of them was like boxes I just
19 used to pack something up to give it to somebody or,
20 you know, donate it or whatever.

21 Q. The boxes that had stuff in them, were all
22 of them affected by the water or there were some that
23 were not?

24 A. I mean, there were some that I opened up and
25 the item was not broken or not damaged, and some of

1 that was due to having a lot of packaging around it or
2 whatever, bubble wrap or newspaper, but there was a lot
3 of stuff -- the boxes fell over, and then when the
4 firemen came in, they did step on a lot of that stuff,
5 and I don't know if it -- if it was broken from them or
6 if it was just broken from falling because the boxes
7 were stacked close to the ceiling.

8 Q. Throughout the whole garage?

9 A. No. Just on the wall where the pipe burst
10 upstairs.

11 Q. Okay. How many rows of boxes stacked to the
12 ceiling was there?

13 A. It was probably two rows out maybe.

14 Q. Okay. So for the past, I guess, five and a
15 half years, you have been when you can get to it --

16 A. Uh-huh.

17 Q. -- going through the boxes?

18 A. No. I mean like I -- I finished with -- you
19 know, I mean, like, I'm not going through -- all the
20 boxes have been gone through. It's just like stuff --
21 like I had clothes baskets out there or plastic bins
22 and stuff like that, that some of that stuff, honestly,
23 I don't know what's where now because when the people
24 came in to do the painting and stuff, they put stuff
25 that was down, they put it up on the shelf and, you

1 know, everything's mixed up now. It's -- I have a lot
2 of toys, I'm sure, still out there that I haven't
3 gotten to to throw away yet, and there's really no
4 point in keeping those anyway. I did have a lot of
5 Beanie Babies out there, and they didn't get messed up.
6 They were on a shelf. But Beanie Babies aren't worth
7 anything now, but I hear they're coming back, so that
8 might be good. Anyway, I did used to buy Beanie
9 Babies. Every time the Hallmark store opened, I was
10 there. That was stupid. They're stuffed animals and
11 they rot, so...

12 Q. But it's -- I may have misunderstood you,
13 but it sounded earlier like there were certain areas of
14 the garage or certain boxes that you had not been able
15 to get to yet.

16 A. Well, I think I opened all the boxes that
17 I -- I mean, there's boxes that were on -- I have like
18 a breakfast shelf thing out there, and there's a lot of
19 boxes on there, but -- and I think they got wet and
20 dried out, but I didn't -- I haven't even looked
21 through those boxes.

22 Q. Right. Is that just because you haven't had
23 time yet?

24 A. Well, like, it's just like I -- it's not
25 part of the claim, and it's something I'll get to down

1 the road, you know, if I have time.

2 Q. Why do you say it's not part of the claim?

3 A. Well, it's -- I didn't -- I didn't look at
4 those. I mean I didn't open those boxes. I didn't
5 because they were over there, and they may have gotten
6 wet and dried out, but it's -- it's probably
7 insignificant stuff, you know, things that -- some of
8 it was like just old costume jewelry I know is in one
9 of the boxes. And where I'm talking about is on the
10 opposite wall of where the boxes are that the damage
11 was.

12 Q. Okay. And if you had had the time to go
13 through those boxes, would you have made that part of
14 the claim? Would you have submitted that to State
15 Farm?

16 A. No. I -- I was tired. When I handed the
17 last part of that claim in, I was really, really
18 exhausted from it. It was -- I was really sick.

19 MR. WHELAN: Why don't we take a little
20 break.

21 THE WITNESS: No. I'm fine.

22 MR. WHELAN: That's okay. We've been going
23 an hour.

24 MS. MULLIS: We've been going for an hour
25 and a half now, anyway.

1 MR. WHELAN: Not quite.

2 (Recess taken.)

3 MR. WHELAN: I'll tell you this, Miss
4 Hoffman. I want your best testimony. If you're not
5 feeling well enough, we can rearrange it.

6 THE WITNESS: I'm fine. I did take some
7 medicine right before I came in. I just think it's --
8 I have migraines. And it's -- it's getting better.

9 MR. WHELAN: Would you like to take some
10 medicine now, take a break and take some medicine?

11 THE WITNESS: Actually, I would, really.

12 MS. MULLIS: Okay.

13 THE WITNESS: I brought it inside with me.
14 Thank you.

15 (Recess taken.)

16 BY MR. WHELAN:

17 Q. How are you feeling, Miss Hoffman?

18 A. I'm better.

19 Q. Okay.

20 A. It's gradually getting better.

21 Q. Well, again, I want to reiterate that it's
22 important to me that you're as comfortable as possible
23 and that you feel as well as possible. Okay?

24 A. Okay.

25 Q. And I would much rather come back and do

1 this another day than have you doing this while you
2 don't feel well enough to testify. Okay?

3 A. Yeah. I'm fine.

4 Q. All right.

5 A. It's just...

6 Q. And I'm depending on you to tell me if you
7 start feeling bad or you need a break for any reason.

8 A. Okay.

9 Q. Thank you.

10 So, I'm trying to remember where we left
11 off.

12 Okay. You had told me when you had handled
13 the last part of the claim, you were really sick.

14 A. Uh-huh.

15 Q. Tell me what you were talking about.

16 A. Just, I have fibromyalgia. I have migraine
17 headaches. I have shingles. I have the asthma. And
18 just -- I'm not dealing with any one thing. Most of
19 the time it's several things. So handling the clothes,
20 I was sick a lot. And, like I said, I'm very, very --
21 I don't know why, but I'm very afraid of spiders. I
22 guess because I don't know what kinds they are, and
23 when I was little, I got -- I got bitten by a bunch of
24 ants and went to the hospital. I get really bad
25 reactions from insects and stuff. So I got bitten by

1 something out in the garage when I was working on this
2 several different times, and one time I -- I was -- I
3 had these big red spots all over my face and neck for
4 like -- it was at least a week, and I thought -- you
5 know, I kept thinking, well, you know, is this
6 something I need to go to the doctor for? Because
7 whenever I go to the doctor, a lot of times they send
8 me to another doctor, and I'm just not able -- I'm not
9 even able to go to them a lot of times, so to send me
10 to somebody else is -- it's just too much. But, yeah,
11 I was trying to finish it because I felt like it was,
12 you know, getting on my nerves and I just wanted to get
13 it done so that I could have some peace. I mean it
14 was -- it was -- it was hard for me to look up a lot of
15 the stuff because, you know, I wanted to get the price
16 right or the cost, and some things you just couldn't
17 find, so I did the best I could with it. It was
18 searching on eBay, searching on other, you know,
19 websites like that or Zulily or Etsy, and I do -- I did
20 have a lot of receipts for where I bought like a lot of
21 things. Maybe I bought things in multiples and, you
22 know, only one got damaged or whatever, so I did have
23 receipts for a good many things.

24 Q. Do you still have those receipts?

25 A. Uh-huh.

1 Q. Yes?

2 A. Yes.

3 Q. And can you give those to your attorney?
4 Have you given those to your attorney?

5 A. No.

6 Q. So you -- I think in October 2000 and -- I
7 don't remember if it was 2017 or 2018 that you did all
8 the --

9 A. That I finished putting the stuff in?

10 Q. Right.

11 A. It was 2017. I think -- I don't know if it
12 was October. Maybe it was November. I don't know.
13 Maybe it was October. I've looked at the dates. You'd
14 think I would know it, but...

15 Q. Well, regardless, when you -- is it true
16 that you entered the stuff on the claim system in
17 basically two batches?

18 A. I think so, because when I entered the first
19 part, once I did that, it said it was owned by the
20 adjuster, I think, because when I went to do the second
21 part, she told me to just put it in under the garage
22 because, you know, the rooms are named. She said,
23 Well, just go ahead and put it in under the garage.
24 And I said, "I can't because now that I -- that I sent
25 you the other, it closed that room out and I can't do

1 anything else on that room. It won't even let me -- it
2 won't let me open the room." So -- so then she said,
3 "Well," she said, "go ahead and put it in under the
4 storage," which would have been above the garage. And
5 so this was in March of 2017. I did not know the claim
6 had expired.

7 Q. Okay. Well, I had asked you that whether
8 you had put this stuff in the system in two batches.
9 So you put in just about 50 the first time.

10 A. Yeah. I think it was like maybe 55.

11 Q. Okay. And then the second time you put in
12 700.

13 A. Uh-huh.

14 Q. Yes?

15 A. Yes.

16 Q. Now, I guess, let me back up. Did you have
17 any interaction with State Farm between them having the
18 fire department come out to look at your house and turn
19 off the water and then when the gentleman came out to
20 inspect your house from State Farm?

21 A. No, because I think he was assigned my
22 claim, and I don't know if he would have been the same
23 kind of adjuster as Tamyachta, but, I mean, because I
24 thought when he came out, he was going to be handling
25 it.

1 Q. Okay.

2 A. And at some point I think I called their
3 office after he came out. He called me one time. I
4 remember him calling me after he came out, and then I
5 think I tried to call him back, and they said my claim
6 had been assigned to another person.

7 Q. Okay. Does the name Malcolm Foster ring a
8 bell to you?

9 A. That's possible, but I'm not sure. It's
10 been so long.

11 Q. All right. Were you there when he came out
12 to look at the garage?

13 A. Yes.

14 Q. And how long was he there?

15 A. He was there for a long time. He was there
16 for -- I think he went in the front first, and he was
17 up there for a long time. He was probably there maybe
18 an hour and a half, you know. I'm just guessing, but
19 that seems like a long time to me.

20 Q. All right. And was he professional?

21 A. Yes.

22 Q. Respectful?

23 A. Uh-huh. Yes. He was nice.

24 Q. Okay. And do you recall anything that this
25 gentleman said while he was at your house?

1 A. I do remember him saying he was going to
2 allow me for the carpet upstairs and the -- there was
3 some paint loss on the ceiling. So I don't know if he
4 was allowing for the whole ceiling to be painted or
5 just, you know, confined to the area that was -- where
6 the paint loss was. I really don't remember. But he
7 looked at the -- where the hole was cut in the wall by
8 the plumber, and he just said, "I've looked at
9 everything up here. Now can I see the garage?" I
10 mean, I don't remember a whole lot about it because
11 it's been so long. But he went out in the garage and
12 he looked and I think he took some photos. He may
13 have, you know, looked in some boxes. I don't really
14 know because I wasn't watching him. But he -- I think
15 he came back and knocked on the front door and said he
16 was finished and he was leaving and he'd be in contact
17 with me.

18 Q. Okay. Do you recall telling him that you
19 sometimes sold items on eBay?

20 A. No.

21 Q. Okay. Do you recall discussing with him any
22 time limits with respect to when you should make your
23 claim?

24 A. You mean like him saying I needed to, you
25 know, get -- get it started or --

1 Q. Anything about you had a certain amount of
2 time to make a claim or not?

3 A. No. No.

4 Q. Was that discussed at all?

5 A. No, not that I remember.

6 Q. Okay. Now, I know eventually you
7 mentioned -- you mentioned Tamyachta's name.

8 A. Yes.

9 Q. T-a-m-y-a-c-h-t-a.

10 Now, you spoke with Tamyachta several times;
11 correct?

12 A. Yes.

13 Q. Do you recall speaking with anybody from
14 State Farm between the time the guy came out to your
15 house and then when you spoke to Tamyachta?

16 A. I think she would have been the next person.
17 I'm not positive, but maybe there was an intermediate
18 person somewhere between the two, but I don't remember
19 talking to anybody but those two people.

20 Q. Okay. And how was Tamyachta to work with?

21 A. I thought she was very nice really. I
22 thought she was very -- she was very polite, you know.

23 Q. Professional, respectful?

24 A. Yes.

25 Q. Would she call you back?

1 A. She didn't call me back once or twice toward
2 the end of the claim.

3 Q. Okay. Otherwise, she did respond to you
4 promptly?

5 A. She did. I don't know how quick she called
6 back, but other than those times, she did call back.

7 Q. Okay. Now, towards the end of the claim,
8 are you talking about when you got the denial letter?

9 A. No. This would have been -- No. This was
10 before the claim had expired. I called her. I left --
11 if I'm correct -- Do you have or do you have a copy of
12 the phone calls?

13 Q. I do.

14 A. Because I believe I called her twice and
15 left a message for her to call me back and she didn't
16 return my calls.

17 Q. Let me make sure we're talking about the
18 same thing. So, your attorney produced to me your
19 phone records for a few months.

20 A. Right.

21 Q. And did you pull those phone records and
22 identify times when you called Tamyachta?

23 A. Yes.

24 Q. Okay. I have those as an exhibit, and we'll
25 go over those in a little bit.

1 A. Okay.

2 Q. So, do you recall speaking with anyone other
3 than the guy that came to your house and Tamyachta?

4 A. No.

5 Q. All right. How many conversations did you
6 have with the guy that came to your house?

7 A. I think maybe he called, possibly he called
8 or possibly he just came, but I think he probably
9 called and made an appointment to come and then he
10 came, and I know I talked to him -- I believe I talked
11 to him one time after that.

12 Q. Do you remember what the subject of this
13 call was?

14 A. No, I really don't.

15 Q. Okay. How many times did you talk to
16 Tamyachta?

17 A. I really don't know. Some of it was in
18 email and some of it was in phone calls, so maybe I
19 talked to her four or five times on the phone.

20 Q. Okay.

21 A. It could be more, but that's, you know, what
22 I remember.

23 Q. All right. Do you remember any discussions
24 with Tamyachta about any time limits or time periods
25 with respect to the claim?

1 A. None. She gave me -- No. I take that back.
2 I was in -- and I remember this. I don't know why I
3 remember this, but you know this clothing store Once
4 Upon A Child? I was in there, and she called, and she
5 said she just wanted to touch base with me and remind
6 me that I needed to enter something into my claim by
7 January the 8th, which would have been -- I think it
8 was probably a couple weeks after that. When I was
9 talking to her, it was probably a couple of weeks, it
10 was going to be January 8th. And I told her that I
11 had -- I had a lot of stuff already on the computer,
12 but I wasn't finished with it, and I said, "But since
13 you're saying I need to go ahead and do this, I will
14 send it as soon as I can." And I finished what I felt
15 like I could do, which was not a fraction of what I
16 entered in later, but I was, you know, not feeling
17 well, and I just thought I'd finish it and send it to
18 her at least a day or two ahead, so that's what I did.
19 I think I sent it on January the 6th, so...

20 Q. Okay. Do you remember any other discussions
21 with Tamyachta concerning any time periods?

22 A. She didn't -- that was the only time that
23 she notified me of any time limit, the only time. I
24 never got a letter from her. I never got an email from
25 her, nothing.

1 Q. Okay. Did you have a copy of your insurance
2 policy?

3 A. Somewhere.

4 Q. Okay.

5 A. I mean, like, I think probably the only copy
6 I have is from when I bought the house, and it's
7 probably in a file cabinet somewhere.

8 Q. Okay. Did you ever -- have you ever read
9 the insurance policy?

10 A. I may have looked it over when I got it, but
11 as far as just sitting down and really going through
12 it, I didn't.

13 Q. And you haven't looked at it since this
14 water leak occurred in January of 2014, have you?

15 A. No.

16 Q. Do you know what the policy says with
17 respect to the time limits on your claim?

18 A. No.

19 Q. Do you know what South Carolina's law is
20 with respect to the statute of limitations?

21 A. No.

22 Q. When did you first consult an attorney
23 regarding this?

24 A. When -- I don't know when the date was, but
25 when I got the letter from her, I was floored; I have

1 to tell you; I was absolutely shocked at what that
2 letter said.

3 Q. Which was what?

4 A. The letter basically said that I added
5 things to the claim after the claim had expired;
6 however, she told me I could, and every time I've ever
7 called her, it always said this conversation is being
8 recorded or whatever. Then produce those conversations
9 because -- but when the letter dated back to March and
10 said that I have requested to add items to the claim, I
11 did, and she said fine, and that's when we had the
12 conversation about I told her, I said, "But I can't get
13 on in the garage. The room is closed." And she kind
14 of acted like she was baffled at that, but, I mean, I
15 would think she should know that. And so then I said,
16 "The only thing I can -- I think I can do, because when
17 I click on this stuff, it won't let me enter, it won't
18 let me go into that room and add anything else. It
19 says its owned by the adjuster or something." She
20 said, "Well, then you'll just have to do it under
21 another room," and she said, "Just whatever you want to
22 call the room over the garage, just put it there." So
23 I did that. I worked on it. I -- you know, I felt --
24 I mean, I feel like it should be the responsibility of
25 the adjuster to remind you every time they talk to you

1 that your claim is expiring. She -- she -- she called
2 me to tell me that I needed to open the claim, you
3 know, for -- she said, "You need to add something, you
4 need to enter something to keep it open," and I -- I
5 don't know. That's just what she told me. She said,
6 "You need to add something to your claim by -- before
7 January 8th," but she didn't -- she didn't call me and
8 tell me that my claim was expiring, so that's just -- I
9 mean, I talked to her several times about this, about,
10 you know, adding things or -- you know, she told me --
11 she called me one time -- I don't know if she called me
12 or I called her -- about revising certain things. I
13 don't know. I'm not a -- I'm not an adjuster. So I
14 just took her advice. She said that she felt like --
15 and this was -- this was referring to the first 55
16 items. She said, "I'm looking at it," she said, "and I
17 just feel like that maybe you're confusing what you
18 paid for it with what you should be putting, which is
19 what it would cost you today." She said, "That's what
20 you need to remember." She said, "It really doesn't
21 matter what you paid for it." So I looked back over
22 it, and I thought that I could figure out which items
23 she was talking about because little -- the cheap
24 stuff, that's not even going to really be an issue, you
25 know. I had like some cloth napkins and hand towels

1 and stuff like that, and I just didn't think she was
2 referring to that, so I thought she's got to be talking
3 about the more expensive items, and she said, "Just
4 remember when you -- when you do the rest of this,
5 think of it as you're going to buy this item," and she
6 said, "That's what you need to put, and, you know,
7 research it and whatever you come up with, kind of like
8 get an average of what that would cost, maybe look on
9 two websites or three," or whatever, so that was what I
10 did. But the problem is she told me this after the
11 claim had expired. So I can't imagine -- whenever --
12 whenever I went on there last week, I clicked the
13 button because it just really bothers me. I would
14 click the button and nothing happened. I'm on a -- you
15 know, it's -- it's supposed to be a picture out beside
16 the item and I'm clicking on it. Nothing happens. But
17 during 2017, after the claim had expired, you can go
18 back and look on there. I made revisions and notes. I
19 shouldn't have been allowed to do that if the claim's
20 expired. If it's expired, they should close that page
21 so that I can't revise anything instead of -- what
22 about the --

23 MS. MULLIS: You're not asking me questions.
24 You're answering his questions.

25 THE WITNESS: Okay.

1 BY MR. WHELAN:

2 Q. You can ask me.

3 A. Okay. That's right.

4 After -- after March, after she said -- and
5 I don't know the date. I don't know that date that I
6 talked to her. It's this March something. And she
7 says I requested to -- and I'm sure you have the paper.
8 I requested to add items and revise items. Well,
9 obviously, she said I could or I wouldn't have done it.
10 She said I could. And in, I think, October after that,
11 I messaged her back, and I said, "Okay, I'm working on
12 this and I'm revising stuff, but I'm not sure how to go
13 about putting it in the other room," because at that
14 point I was thinking, because I had all the stuff in
15 the computer, but I kept thinking, now, if I try to
16 switch over onto this other room, because I had never
17 done that, I just didn't know if it was going to delete
18 all the information, but she said -- she had told me I
19 could, so I felt comfortable with it. I'm not going to
20 go on there and illegally -- if I called her or she
21 called me and I said, "Tamyachta, can I, you know, add
22 some stuff to this claim now," and she says, "Yes, but
23 put it under another room since it's not working for
24 you under garage," if she had said no, then I wouldn't
25 have done it. I really would not have done it. I

1 would have been afraid of insurance fraud. But I had
2 no idea that the claim had expired. She never told me
3 that. And that's what's so upsetting about this whole
4 thing is that a lot of the work that I did was done
5 after the claim expired. I'm sorry. She never told
6 me.

7 Q. So you made the first 50 or so items --

8 A. Yeah.

9 Q. You submitted those right before January 8th
10 of 2016.

11 A. Right.

12 Q. Right?

13 A. Uh-huh.

14 Q. And you did that at that time because
15 Tamyachta had told you that there was a deadline on
16 January the 8th, 2016?

17 A. Right.

18 Q. And then it was a little over a year later
19 when you called Tamyachta in March of 2017 and asked
20 her if you could add new items; is that right?

21 A. Yes. I mean, like I had been working on it
22 and I figured I could, but I wanted to ask her before I
23 did it because it had been -- there had been some time
24 lapse. I mean, I didn't want to bother her because,
25 you know, she hardly ever answers her phone. She calls

1 you back.

2 Q. Okay.

3 A. So I just --

4 Q. What?

5 A. I'm sorry.

6 Q. No. Excuse me. Are you finished? Go
7 ahead.

8 A. So I think I did talk to her a couple of
9 times before, between what you're saying and the time
10 that I talked to her in 2017, I did talk to her a
11 couple times. I don't know if it was email or phone,
12 but I can, you know, look back and find it.

13 Q. Okay. And where would you look to find
14 that?

15 A. Either on email or the phone records.

16 Q. What email are you talking about? Do you
17 have an email that has notes from when you talked to
18 Miss Edwards?

19 A. Yes.

20 Q. And have you given that to your attorney?

21 A. Uh-huh, yes.

22 MR. WHELAN: Have you produced that, Pam?

23 MS. MULLIS: The notes from...

24 THE WITNESS: From my conversation with her
25 back and forth.

1 MS. MULLIS: Email?

2 THE WITNESS: Yeah. The one that I showed
3 you this morning. Do you remember that?

4 MS. MULLIS: I'll have to go back and look
5 and see what we have. They're the same emails that you
6 sent us. You produced to us those emails.

7 THE WITNESS: Okay. In one of the emails,
8 which was at the end of 2017 --

9 BY MR. WHELAN:

10 Q. So you're talking about emails to Tamyachta
11 and from Tamyachta to you?

12 A. Right.

13 Q. Okay. Did you keep any notes of the phone
14 calls you had with Miss Edwards?

15 A. No. I just remember -- I didn't talk to her
16 that many times, so I do remember a lot of what was
17 said. She's -- she talks kind of slow, so you're able
18 to understand what she says, and I just remember a lot
19 of the conversation.

20 Q. Okay. Good.

21 A. But in November, following the March
22 conversation where she says or -- Let me back up. The
23 letter that I got from them in January of 2018, and it
24 says I don't have a claim because blah, blah, blah, it
25 says on there that I had requested to add items or

1 revise items and it was out of the timeframe, but when
2 I looked back at our messages, she -- I talked to her
3 in March. Then in November, I think, or October -- it
4 was October, I had sent her a message back, and I'm
5 like, "Hello, Tamyachta; I've been working on this and
6 I've got a lot of it revised," blah, blah, blah, blah,
7 blah. Why would I have said that if she didn't tell me
8 I could? And I -- you know, possibly she was confused
9 on the date that my claim expired. But she's supposed
10 to know when my claim expires. I mean, she's looking
11 at it. That's what she does. That's what her job is.
12 So the fact that she tells me I can revise stuff and I
13 can add to the claim, and she even tells me to go in
14 there and put it under storage, and I'm messaging her
15 back in November after it's expired and I'm like,
16 "Okay, I've did this and I've did this." Why would I
17 say any of that if she had told me, "Your claim is
18 expired. You don't have a claim anymore. You're past
19 the deadline."

20 Q. Let me back you up to the conversation you
21 had with Tamyachta in March of 2017 --

22 A. Uh-huh.

23 Q. -- and when you asked her whether you could
24 add additional items at that time. You did not know
25 what the answer would be; right? You didn't know

1 whether it was too late or not until she told you?

2 MS. MULLIS: Object to the form.

3 BY MR. WHELAN:

4 Q. You can answer.

5 A. I will answer that because I figured if she
6 tells me, "You need to open this claim and enter
7 something to keep it active" or, you know, because, you
8 know, it's been almost two years, then I'm trusting her
9 to tell me the claim has been closed too. I felt like
10 she was a very nice person. She took her time when
11 she -- she didn't call me back a lot, but when she did,
12 she was -- I thought she was thorough, but I was --
13 honestly, I've never been more shocked in my life than
14 I was when I got that letter in January. And I had
15 called her a couple of times or messaged her, emailed
16 her, between March and October, I think. I think that
17 there was a phone call. There was a phone call. I
18 believe I talked to her for like 15 minutes. And I was
19 thinking, Why didn't she tell me during the phone call
20 that my claim has expired? Why would -- why would an
21 adjuster talk to you for that long if your claim has
22 already expired? She has nothing to say to me but,
23 "Your claim is expired."

24 Q. Right. But I want to back you up to that
25 March 2017 call.

1 A. Okay.

2 Q. So, again, you knew when you put the
3 information in for this 50-some items that you had a
4 deadline that was about to expire in January of 2016;
5 right?

6 A. That was just to get something submitted.
7 That was not for the -- necessarily the end of the
8 claim. That was just to -- that was just to open the
9 claim because I hadn't entered anything yet.

10 Q. You knew you had to enter items by January
11 of 2018; right?

12 A. 2016.

13 Q. I'm sorry. You knew you had to enter these
14 items by January 2016.

15 A. Yes.

16 Q. Okay. You got them entered. And then over
17 a year later, in March 2017, you asked Tamyachta
18 whether you could add new items to the claim; correct?

19 A. Yes.

20 Q. Now, her answer in March 2017 was yes; is
21 that right?

22 A. Yes.

23 Q. Now, before you asked her that question, you
24 didn't know whether she was going to say yes or no, did
25 you?

1 A. I figured she -- for me, I thought she was
2 going to say yes because I figured if -- if I'm not
3 able to, she's going to call me and tell me, "You can't
4 enter anything else."

5 Q. Right. But if you already knew the answer,
6 you wouldn't ask the question, would you?

7 A. Well, I just wanted to make sure she knew
8 what I was doing, you know, whenever I did it.

9 Q. Okay. And so you had some uncertainty in
10 March 2017 about whether you could add these new items
11 or not.

12 A. No. I -- I told her -- well, the reason I
13 called her was because I had already gone on there and
14 looked at it, and it said there was a -- it's like a
15 little flag or something. It says, This room is owned
16 by the adjuster, so I was like I can't add anything to
17 this because I've already sent it, so I need to call
18 her and make sure that it's okay because, you know, I'm
19 not going to start another room without letting her
20 know.

21 Q. And, in fact, you said earlier that before
22 you called her, you were concerned it could be
23 insurance fraud if you put items on --

24 A. Well, I didn't want to do --

25 Q. -- in March 2017 if the claim had already

1 expired.

2 A. I -- I didn't want to do anything that was
3 going to be fraud because I'm just -- I just feel like
4 it's my responsibility to let her know what I enter
5 before I enter it and it's her responsibility to let me
6 know when my claim expires.

7 Q. All right. I'm going to -- Do we need to
8 take a break?

9 A. No. I'm fine.

10 Q. Are you sure?

11 A. Uh-huh.

12 (Deposition Exhibit No. 2 marked for
13 identification.)

14 BY MR. WHELAN:

15 Q. I've marked as Exhibit 2 some log notes
16 Bates numbered Hoffman 17 through 29. Have you
17 reviewed the log notes in this case?

18 A. The only thing I did was look at messages.
19 Like, I don't have the phone call records now. I think
20 I gave it to her. And maybe I had another copy, but...

21 MS. MULLIS: He's assuming you know what log
22 notes are.

23 THE WITNESS: Oh.

24 (Deposition Exhibit No. 3 marked for
25 identification.)

1 BY MR. WHELAN:

2 Q. All right. I'm going to hand you what I've
3 marked as Exhibit 3 to your deposition. You mentioned
4 some phone records. Are these the phone records that
5 you're talking about?

6 A. I mean, hers aren't marked on here, so...

7 Q. Do you have one of these that has the phone
8 calls marked?

9 A. I don't think so.

10 Q. Well, why did you mention that hers aren't
11 marked on there? Is there another document that marks
12 her phone calls?

13 A. No. I'm just saying, like, I looked back
14 when -- before I gave her the copy of the calls, the
15 calls that I had -- I don't know. You-all might have
16 some others that I wasn't able to pull up because I
17 think you can't go as far back in the history now as
18 you could then to copy stuff. I just went -- I went
19 through it like this, but I looked for her phone
20 number, and it was either to her or from her, and I
21 highlighted those.

22 Q. Okay. So Exhibit 3 is five pages long. The
23 records you gave Miss Mullis were longer than five
24 pages, I assume?

25 A. I really don't know.

1 Q. Okay. How does this -- how did this
2 document come to be?

3 A. At the time I was looking for our phone
4 calls because -- let me see. Do you know what her
5 phone number is? I can't identify any of this. I
6 mean, without highlighting it or something, I'm looking
7 at other people's phone calls.

8 Q. So did you go back to your phone records --
9 I guess, do you keep your phone bills every month?

10 A. No.

11 Q. How did you get these documents?

12 A. You can -- you can go in or you could go
13 in -- you can't -- you can't do it this specific now,
14 and I don't know how far you can go back at all because
15 I don't do that anymore.

16 Q. Okay.

17 A. But at the time I could go back to the
18 beginning of when this incident happened and I could
19 pull up all the phone calls up until -- you could just
20 go back so far, and you put -- you put the month in
21 that you want to pull up, and then you can pull up
22 anything from there after.

23 Q. Okay.

24 A. And so I did that, and I highlighted, I
25 think -- Is that it?

1 MS. MULLIS: Want the original?

2 MR. WHELAN: Thank you.

3 MS. MULLIS: Want me to sit here and mark
4 it?

5 MR. WHELAN: Sure.

6 So can we mark this as 4?

7 MS. MULLIS: No. Let's mark it on somebody
8 else's because that's her original.

9 MR. WHELAN: Well, the document you handed
10 me was six pages and the one I have is five pages.

11 MS. MULLIS: Okay. So the one that was
12 produced to you is five?

13 MR. WHELAN: I believe so.

14 MS. MULLIS: One, two, three, four, five.
15 What am I missing? One, two, three, four, five.
16 That's because that page is twice. There's two of
17 those.

18 MR. WHELAN: Can I see those?

19 MS. MULLIS: Wait a minute. That's not the
20 same page twice. Hang on. I'll go copy it again.
21 Take a break for a minute.

22 MR. WHELAN: Yeah.

23 (Recess taken.)

24 BY MR. WHELAN:

25 Q. So, Miss Hoffman, we just took a little

1 break. Are you good to keep going?

2 A. I'm fine.

3 Q. Do you need anything?

4 A. No, I don't.

5 Q. Now, we're looking at these phone records,
6 and we have a highlighted copy now that we're going to
7 mark as Exhibit 4 to the deposition. But I just want
8 to discuss how you came to get these records. And is
9 it correct that you went to -- I guess this is Verizon?

10 A. Uh-huh. Yes.

11 Q. So you went to Verizon and you printed off
12 phone records from 2016 and 2017, and you looked for
13 calls that you made or that came to you from State
14 Farm?

15 A. Correct.

16 Q. And every time you made one of those calls
17 or received one of those calls, you highlighted it on
18 your phone records?

19 A. Correct.

20 (Deposition Exhibit No. 4 marked for
21 identification.)

22 Q. And the six pages that we have marked as
23 Exhibit 4, those represented the only phone calls that
24 you found that were made to or from State Farm?

25 A. That's probably the only ones I found. I

1 might have overlooked something.

2 Q. Okay. And when you talked to State Farm,
3 were you using your mobile phone?

4 A. Yes.

5 Q. Okay. Now, I had also shown you Exhibit 2,
6 which are the log notes that we produced to your
7 attorney in this litigation.

8 A. Uh-huh.

9 Q. Have you seen these entries before the
10 deposition today?

11 A. No.

12 Q. So I think maybe the next thing I want to
13 ask you is: We talked about the two times when you
14 made submissions to State Farm.

15 A. Uh-huh.

16 Q. The first was two years after the event,
17 when you submitted about 50 items in January of 2016,
18 and then the second was in October of 2017, when you
19 submitted about 700 additional items.

20 A. Correct. October, November, whenever.

21 Q. Why did it take so long to get the first 50
22 items submitted?

23 A. Well, first of all, like I said, I'm sick,
24 and I don't -- I don't ever know when I'm going to be
25 sick. But I was taking care of my uncle who passed

1 away, and he was in a hospital bed, so I did everything
2 for him, and I also was going through a lot with my
3 daughter in 2014 preparing -- she had to prepare a lot
4 of grant applications and whatnot for college, so I was
5 doing that. And I believe, I'm not sure about this,
6 but I was having some heart issues, but I don't -- I'm
7 not positive it was 2014. I asked my sister about that
8 because she works or worked at the heart center, but
9 it's now something else related to Providence Hospital,
10 but she thought it was 2014. And I went to my doctor
11 because I kept having problems, and he did an EKG, and
12 I was -- it was actually abnormal when he ran it, so he
13 sent me to Dr. Khoury over at the heart center to get a
14 further opinion, and, actually, when I went over there,
15 I was having another test done that was abnormal, so
16 they set me up to have all these stress tests done, but
17 when the tests came back, they were -- they were not,
18 you know, bad.

19 Q. Okay.

20 A. But it just -- it looked like it was. So I
21 don't know what it was, if it was anxiety or, you know,
22 what.

23 Q. Okay. And do you know whether -- how could
24 we find out whether that was in 2014 or 2013 or some
25 other time?

1 A. I mean, I guess I could go over there and
2 ask them for a copy. He's not there now, but his wife
3 is.

4 Q. The doctor?

5 A. Right. He's -- I think he's in a private
6 practice now.

7 Q. Okay. Now, those first two years when
8 you're working on the first 50 items, was your
9 process -- were you going into the garage and taking
10 photographs of those items during that time?

11 A. I think I was probably going in there and --
12 I mean, I could have taken some in the garage. I
13 really don't remember. But I would probably think that
14 I brought them out of the garage or most of them
15 because even though -- even when you turn the light on,
16 it's not really well lit, so I may have brought some of
17 them in the house or even -- even taken them outside.

18 Q. Okay. All right. Was there anything else
19 going on that kept you from doing this first 50 items
20 any quicker?

21 A. I mean just -- No. I mean, like, I just
22 thought that -- honestly, in my mind, I thought the
23 time to have this done was five years, and I don't know
24 why I thought that. I just assumed if, you know, if it
25 was coming to an end, they would let me know, so...

1 Q. Just to be clear, when you thought that the
2 time to get this done was five years, that did not come
3 from anything anyone said at State Farm, did it?

4 A. No.

5 Q. Do you know whether you thought that because
6 of --

7 A. No. I just -- I mean, when I look at --
8 like, I have a lot of stuff, you know, but when I --
9 when I look at what it would be like to do a whole
10 house, I can't imagine that you only have three years,
11 but, you know, I guess that depends on how much stuff
12 you have, you know.

13 Q. Okay. So now I want to talk about the 20 or
14 so months between January of 2016 and October or
15 November of 2017, when you submitted the 700 items.

16 A. Right.

17 Q. Why did that take so long?

18 A. Well, I -- I was -- what I would do is I
19 would take a piece of paper and go through a bag or a
20 box or whatever and write it down what it was and
21 then -- I just felt like it was easier to do one thing
22 at a time, one process, and then I would go back later
23 and search for a price either on the Internet or, you
24 know, in the store, but it was -- I had a lot of stuff
25 to go through, and I was, you know, having allergies or

1 whatever to the mold and the mildew. And I actually
2 asked the adjuster about the mold that was behind the
3 toilet in the bathroom upstairs, and she said, "Well,
4 we don't handle mold in walls," and I don't know if
5 that's true or not. It just sounded strange to me
6 because mold can kill you, you know, so she -- she
7 said, "We don't handle that." But I just -- all I can
8 say is I went through. It was a lot of stuff, and I
9 went through it piece by piece. I wrote it down, what
10 it was. Then I had to think how long I thought I had
11 it.

12 Oh, and at one point -- and I have that copy
13 at home. I didn't bring it. My -- it was either my
14 computer or the State Farm website, one of those acted
15 up, because everything -- because eventually I went in
16 and I started entering all this stuff, but then I woke
17 up one day and I got on the computer, and all of the
18 costs and maybe it was one other line of information
19 was zero. Everything said zero. And that was hundreds
20 of items I had on there already. And so I was like --
21 I remember telling my daughter, "I don't know what I'm
22 going to do. I've got to start over again." And she's
23 like, "Well, it's probably some sort of computer
24 glitch." And I'm like, "Well, I don't know, but it
25 hasn't done this." And I have the copy of that because

1 I made copies of each sheet that I had already done.
2 But then I think maybe a couple of weeks went by or
3 something, and I got back on the computer, and all the
4 stuff was back, it was there again. So I don't know.
5 I was having some computer problems at the time. My
6 computer was fairly old. But could have been the
7 computer.

8 Q. Do you have the list that you made when you
9 went through the items in the garage?

10 A. You mean --

11 Q. Your notes.

12 A. Like what I wrote on paper?

13 Q. Yes, ma'am.

14 A. No, not now.

15 Q. Okay. What happened to that?

16 A. I mean, once I entered it, I just threw it
17 away.

18 Q. Okay. And then the -- was that printout you
19 were looking at that you left at home a computer
20 printout?

21 A. Yeah. It looked like -- it looked like the
22 cost sheets, the website Enservio.

23 Q. Did it look like that?

24 A. Yes.

25 Q. Is this it or is this different than what

1 you have?

2 A. This is -- this has the replacement cost.
3 But the malfunction, I took pictures -- I mean I made
4 copies of that, and it has zeros all the way down on
5 the replacement cost, and I think it might have been on
6 one other line.

7 (Deposition Exhibit No. 5 marked for
8 identification.)

9 Q. Okay. So I'll just -- since we have it in
10 front of us, I have shown you what we've marked as
11 Exhibit 5 to your deposition, and that's been produced
12 to us in discovery.

13 A. Okay.

14 Q. But there's another one that has zeros?

15 A. Underneath here.

16 Q. Underneath it; is that right?

17 A. Now, I don't know if it's on your papers,
18 but I just know that at home I have a copy that was
19 showing zeros.

20 MS. MULLIS: How many pages is that?

21 MR. WHELAN: The exhibit?

22 MS. MULLIS: Fifteen pages? Yeah.

23 A. This has figures. It's like I had worked on
24 it, and there was some of them there, but then it just
25 got to a point I got back on there and everything was

1 gone, everything that I had entered was gone.

2 BY MR. WHELAN:

3 Q. Okay. Now, when you were making the list of
4 these items and then putting them on the computer, you
5 were unpacking boxes at the time; correct?

6 A. Yeah. Well, I usually -- I would unpack a
7 box, and I would write down each thing as I did it,
8 each one thing, and then I'd put it in another box or
9 put it in a bag.

10 Q. Okay. And was the stuff moldy?

11 A. Yes.

12 Q. Were all of the clothes moldy?

13 A. All of them weren't moldy, but like some of
14 them may have just had like a hole or holes where like
15 something ate through it or some of the stuff -- a lot
16 of the stuff, the colors had run on each other.

17 Q. Okay. And do you have any way of knowing
18 when during the three to four years after the leak
19 occurred the stuff was eaten by bugs or became moldy or
20 mildewy?

21 A. When -- when this first happened, we tried
22 to go through as much stuff as we could, and, you know,
23 everything was taken out of the boxes and looked at.
24 The clothing had -- we actually took bags of clothing
25 outside and dried them out once it started to warm up

1 some, but I couldn't do any of that in January or
2 February. So I think probably by the time I could get
3 to some of it, it was already damaged, but I'm saying
4 everything I turned in would have been already looked
5 at before probably six months at least, I mean, because
6 I took stuff out of bags and put them in new bags, you
7 know. A lot of the bags got torn or -- you know, mold
8 doesn't take that long to grow, so it's -- I would say
9 that I -- I had gone through everything that needed to
10 be gone through that I thought I was, you know, going
11 to try to claim.

12 Q. Within six months?

13 A. Just looking at it, just going through the
14 bag looking at it, not saying -- not writing it down,
15 but just going through it.

16 Q. Okay. Do you still have the stuff that was
17 damaged?

18 A. I've thrown most of it out. I mean, I might
19 have some of it somewhere.

20 Q. Okay. What did you -- how did you decide
21 what to save and what not to save?

22 A. The only thing I might have saved was
23 something that I thought maybe I can get a stain out of
24 it if that's what it looked like it was, but it's not
25 very many things; it's very little.

1 Q. Okay. Now, just for the record, I have
2 marked Exhibit 4 as the six pages of your phone
3 records.

4 A. Okay.

5 Q. And did you go through and highlight the
6 calls to or from State Farm?

7 A. I did.

8 Q. All right. And do you have the pages -- so
9 I'll just give you an example. It looks like you have
10 page 11 and 12 from your April 2017 bill, and then you
11 have page 10 from your August 2017 bill and page 9 from
12 your November 2017 bill. So, obviously, there are many
13 other pages from those bills that haven't been
14 produced. Do you have those other pages?

15 A. Now, what I would have given you, I didn't
16 intentionally leave any pages out. What I did was I --
17 if I remember correctly, you just go in there and you
18 click on the month, and then I think maybe you put the
19 month that you want to stop it in, and it gives you all
20 of that, so nothing was left out.

21 Q. Well, obviously, I mean, where is page 8
22 from that month and page 7 and 6 and 5 and 4 and 3 and
23 2 and 1 from April -- the April 2017 bill?

24 A. And maybe we might have been -- maybe I only
25 gave you from the -- maybe I was looking at from the

1 time they're saying they talked to me and I requested
2 to revise something, but then I -- and I did that
3 later. Maybe I just didn't feel significant reason to
4 do anything earlier. And I don't think I can get that.
5 I mean, I think by the time I gave that to her that --
6 to Pam, that maybe I couldn't go in the search history
7 and go back that far.

8 Q. But when you printed these out, you printed
9 out the entire month; right?

10 A. Yes.

11 Q. Okay. And my question is: There are --
12 you've only produced one or two pages from each month
13 of what in some cases were bills that exceeded 12 pages
14 long.

15 A. Maybe there were some pages that didn't have
16 any of her calls on it.

17 Q. Where are those pages?

18 A. Well, I would have thrown them away if I
19 thought they didn't have any of her calls. I see what
20 you're saying. You're saying that it's missing dates,
21 like there are some either there's no calls, so -- and
22 it's possible that I didn't turn in times when I did
23 talk to her or she did talk to me.

24 Q. Okay. Now, of the items that you submitted
25 to State Farm, were there any items that you replaced,

1 in other words, you threw something in the trash, then
2 you bought a new product to replace that?

3 A. That's kind of hard to say. I mean, like
4 I -- I just buy new clothes every once in a while, but
5 I wasn't thinking of it as a replacement. I just -- if
6 I need something, I buy it.

7 Q. Right. Well, you got a -- you have how many
8 bedrooms in your house?

9 A. Four bedrooms and then the FROG.

10 Q. Okay. And you keep the clothes that you
11 wear in your bedroom?

12 A. Some of them, a lot of them.

13 Q. Okay. Do you keep the clothes that you wear
14 in the garage?

15 A. If I'm not wearing them at the time because
16 I don't have room. My closets are small.

17 Q. But you're not going to testify to the jury
18 that you kept the clothes that you wore in bags and
19 boxes in the garage, are you?

20 A. Why?

21 Q. Okay. If you are, you are.

22 A. I mean, if it was something that I'm going
23 to wear later but I don't have room for it all in my
24 closet right now.

25 Q. Okay. Can you tell me anything that was

1 destroyed as a result of the leak that you actually
2 replaced?

3 A. Well, I replaced a comforter, a comforter
4 set, and, I mean, like when something is a year or two
5 old, it's hard to replace it with something identical,
6 so, yes, I bought more shoes; I've bought more jackets;
7 just -- I don't buy a lot of clothes like I used to,
8 but, you know, I've bought clothes.

9 Q. Okay. And have you provided to State Farm
10 any of the documentation related to your replacement of
11 any of these items?

12 A. No.

13 Q. Can you think of anything else that you've
14 replaced besides jackets, shoes, and a comforter set?

15 A. I believe some of my kids' clothes have been
16 replaced, but that's not necessarily because -- that's
17 not necessarily from that because they're a little bit
18 bigger now, so I had to buy them new clothes or they
19 bought themselves new clothes.

20 Q. Okay. Can you think of anything else?

21 A. I've bought purses. I bought two coffee
22 tables.

23 Q. Okay. Anything else?

24 A. I did buy a new weed eater and a new
25 lawnmower.

1 Q. Anything else?

2 A. Not that I can think of.

3 Q. Okay. Do you know when you bought those
4 items?

5 A. Okay. Name them off to me.

6 Q. The lawnmower.

7 A. The lawnmower, I bought that, I think that
8 was 2017.

9 Q. The weed eater?

10 A. Last winter.

11 Q. 2018?

12 A. Uh-huh. Yes.

13 Q. The coffee tables?

14 A. Recently, like one in July, I think.

15 Q. July of 2019?

16 A. Yes.

17 Q. Okay.

18 A. And one in -- I'm trying to think. Maybe
19 they were both bought in July. That's what I think,
20 probably both July.

21 Q. Okay. The comforter set?

22 A. That would have been probably 2017.

23 Q. And how about the shoes and jackets?

24 A. 2017, '18, '19.

25 MR. WHELAN: Okay. It's a quarter after

1 1:00. I have another hour at least, probably --
2 probably around two, two hours.

3 THE WITNESS: Okay.

4 MR. WHELAN: Do you want to take a break for
5 lunch? Do you want to take a short break, long break?
6 What is your preference?

7 THE WITNESS: What do you-all want to do?

8 MR. WHELAN: I want to do whatever is the
9 most comfortable for you.

10 MS. MULLIS: Do you want to go get something
11 to eat?

12 THE WITNESS: I don't really eat very much,
13 but if you-all want to take like a 45-minute or an
14 hour, that's fine with me.

15 MS. MULLIS: I don't need that long, but...

16 THE WITNESS: What would you need? Like 45,
17 30?

18 MS. MULLIS: I need ten minutes.

19 THE WITNESS: Oh. She doesn't need a break.

20 MR. WHELAN: Let's go off the record for a
21 second.

22 (Recess taken.)

23 BY MR. WHELAN:

24 Q. All right. Miss Hoffman, we just took a
25 little sort of lunch break, and are you feeling okay to

1 keep going?

2 A. I'm fine.

3 Q. Great. Now, you have -- you've sued State
4 Farm for bad faith. Do you understand that?

5 A. Yes.

6 Q. And do you believe it was bad faith for
7 State Farm to not tell you in March of 2017 that you
8 could not add additional items to your claim?

9 A. She told me I could.

10 Q. Okay. Excuse me. You're right. That's
11 what you testified to, and I just messed up the
12 question. So do you contend it was bad faith for Miss
13 Edwards to tell you in March of 2017 that you could add
14 additional items to your claim?

15 A. Is that a trick question? I mean like --
16 Hmm. I can answer that question with a question, but
17 above and beyond everything else, I was never notified
18 the claim had expired. That's my problem.

19 Q. And that's what I want to ask you is what is
20 it that you contend State Farm did that was in bad
21 faith?

22 A. I feel like they didn't notify me that the
23 claim had expired. If she can notify me that the claim
24 is -- needs to be -- have something entered into it to
25 keep it open, then why couldn't she notify me that the

1 claim expired?

2 Q. Okay. Did Miss Edwards or anyone else at
3 State Farm do anything else that you contend was in bad
4 faith?

5 A. I mean, the only -- the only thing that
6 puzzled me was that entire letter that I got saying
7 that, you know, I added these things and I revised
8 things, and she told me I could do all that. You know,
9 really, if you get the copies of the telephone
10 recordings, it will say all that, it will solve this
11 whole thing. If you ask them to hand over the calls,
12 it will clear this whole thing up.

13 Q. Well, let me just close that out. So is
14 there anything else that State Farm did or didn't do
15 that you contend was in bad faith?

16 A. The other thing was the 10,000 or so check
17 that they gave me for the first 55 items, that check
18 was for items that were entered and processed before
19 the claim expired, so I feel like I'm entitled to that,
20 and apparently they're trying to keep me from getting
21 that also.

22 Q. Okay. I'll ask you about that, but before I
23 do, is there anything else that you contend State Farm
24 did or didn't do that was in bad faith?

25 A. I do feel like they should have closed that

1 site or -- I think once -- once you submit your claim
2 or -- I think that they should let you know -- How do I
3 want to say this? I think I could have had better
4 directions on how to use the website. I'm talking
5 about where you put the property damage. I feel like
6 even when -- when I entered the last things, I was
7 thinking, is it going to delete it all? Because I was
8 on a different room. So I kind of feel like they could
9 explain those things more, maybe if they give you some
10 sort of pamphlet ahead when you start your claim and
11 gives you directions on how to, you know, maneuver the
12 website, that they could have, because I am
13 technologically challenged and a lot of people my age
14 are. I know young kids have it all down, they can do
15 things, you know, that I can't do, but they don't
16 understand people, you know -- it's -- it's -- I
17 just -- I was a little leery of entering -- hitting the
18 button and being done with it because I didn't know if
19 it was going to delete everything and I was going to
20 have to start over, and that's probably -- some of that
21 is due to the fact that the one time the zeros kept
22 popping up, so that, and I do feel like they should
23 tell you every time they talk to you, and I know that
24 they might not like having to do that or whatever, but
25 I feel like they should remind you every time they talk

1 to you how much -- or the closing date of your claim,
2 and that's an important thing. If she tells me the
3 first time I need to open it and she doesn't tell me
4 the second time that it's coming to a close, I was
5 relying on her to tell me that. I really trusted her
6 to tell me that. She was -- she really -- she was a
7 very nice person, but I don't know if, you know, this
8 is something -- I just don't understand really why I
9 was allowed to enter the stuff if the claim had
10 expired, why was I able to go in and revise, why was I
11 able to go in and add, what was it, 90 percent of my
12 claim after it had expired? It's -- you know, it's
13 kind of like saying, Okay, you added this stuff, but
14 your claim had expired, so you don't have a case.
15 That's just wrong.

16 I'm a regular customer of State Farm. I've
17 been with them forever. I have four cars under them.
18 All my houses have been under them. And I'm really
19 floored that they did this.

20 Q. Now, the \$10,000, you said that State Farm
21 is trying to not let you get that or something like
22 that?

23 A. Well, the check expired and, you know, I was
24 just a little leery of cashing it because I didn't
25 know, you know, if I'm going to add more to this claim,

1 if I'm -- you know, what I'm going to do, so I was
2 afraid to cash the check because I thought if I cash
3 the check, you know, that's probably right; right? I'm
4 closing the claim out if I cash it, so I didn't. And I
5 guess the check is probably expired. It may have the
6 expiration date on it, but I haven't been able to do
7 anything with the check.

8 Q. Have you asked for a replacement check?

9 A. No.

10 Q. Okay. Have you spoken to anyone at State
11 Farm about the check?

12 A. No.

13 Q. Are you seeking any damages for mental
14 distress as a result of this claim?

15 A. It was very stressful, but I just want to
16 get paid, you know, what I entered and her fees.

17 Q. So you're not asking a jury to compensate
18 you for any mental distress in this lawsuit?

19 A. No.

20 Q. All right. In that case, I'm not going to
21 ask you about your mental history or anything --

22 A. Okay.

23 Q. -- like that. Now --

24 A. I want the money that I filed the claim for.
25 I also want the 10,000 something that I didn't cash and

1 her fees.

2 Q. Okay.

3 A. Because I wouldn't have had to hire her had
4 Tamyachta let me know my claim was expiring. I had
5 almost everything already on paper. All I had to do
6 was go and put it all in the computer.

7 Q. At what point did you have everything down
8 on paper and all you needed to do was put it on the
9 computer?

10 A. I mean, I didn't have everything, but I
11 would have had time, I feel like, to finish it.

12 Q. Okay.

13 A. Because I had been working on it all that
14 time. I just -- you know, up until I talked to her
15 and -- you know, she was a very -- I know I -- it
16 doesn't go together, but she was a very nice person. I
17 trusted her. I trusted her to advise me. And maybe
18 she didn't do anything wrong. Maybe somebody above
19 her. I don't know. I don't know what went wrong.
20 But, I mean, she did do something wrong. She didn't
21 tell me my claim was expiring. But it's -- if she
22 allowed me to add to it and she knows she did, then I
23 should be able to, you know, collect the damages.

24 (Deposition Exhibit No. 6 marked for
25 identification.)

1 Q. All right. I've marked as Exhibit 6 your
2 interrogatory responses in this case. Number 7,
3 interrogatory number 7, is on page 3. Are you there?

4 A. Uh-huh. Yes.

5 Q. And the question was asked for a statement
6 of all damages claimed to have been sustained by you,
7 and it says your best estimate is \$32,217.65; is that
8 right?

9 A. That should be correct, yes.

10 Q. And how did you come up with that number?

11 A. I went -- I printed off a copy of what I
12 submitted as the claim, and then I just went page by
13 page and added each -- all the totals from each page,
14 added them together, and that's what I came out with.

15 Q. Okay. Does this include the items that have
16 already been paid for or not, the \$10,000?

17 A. No. That was separate. That was separate.

18 Q. Okay. With respect to the items that have
19 already been paid for, are you asking for any
20 additional money with respect to those items?

21 A. No.

22 Q. Now, interrogatory number 6 asked if you
23 contended any additional amounts were owed for repairs
24 to real property. So the fix to the garage or the FROG
25 or anything like that, you're not asking for any

1 additional money with respect to that part; correct?

2 A. I don't -- I don't think so. The only thing
3 I'm hoping is that there's not -- like I said, I think
4 the water was above the foundation in the garage, and
5 that Sheetrock was not replaced, so it is a concern,
6 but I don't, you know, go out there that much, only if
7 I'm going to get something to bring it in the house,
8 but -- and there's mold behind the toilet, but she says
9 they don't handle that, so I'm just hopefully taking
10 her word for it, that she's telling me the truth.

11 Q. Okay. Now, have you done anything in the
12 last five and a half years to investigate the condition
13 behind the drywall, whether there's potential mold back
14 there, anything like that?

15 A. No.

16 Q. And have you done anything to address the
17 mold behind the toilet?

18 A. No, but we don't actually use that bathroom
19 like ever, so it's just -- it's a bathroom hooked to
20 what I think used to be used as a bedroom, but I don't
21 use it for that, so...

22 Q. All right. Exhibit 7 is a document that was
23 produced to us by your attorney. It was Bates labeled
24 Plaintiff's Exhibit A on your discovery responses.

25 (Deposition Exhibit No. 7 marked for

1 identification.)

2 Q. The first page of this document is one page
3 from a State Farm document, isn't it?

4 A. I don't know why that only goes to number
5 30.

6 Q. I don't either, but I have the whole
7 document somewhere, which I'll show it to you.

8 A. Okay.

9 Q. But then the next -- the remaining pages are
10 something that you printed off Enservio; is that right?

11 A. I think so, yes.

12 Q. And this starts in item number 56 and it
13 goes to item number 772 on the last page?

14 A. Uh-huh. Yes.

15 Q. Do you know why there's no items 1 through
16 54 on this document?

17 A. That's because those were submitted before
18 and it's a different room. I don't know why they're
19 not with this unless -- if I gave this to her, it may
20 have been because they sent me the check for the room,
21 and so maybe I just didn't submit that because I
22 thought I had been paid for that already, but it turns
23 out...

24 Q. And when you calculated the damages in the
25 case that we just looked at, was it looking at these

1 printouts that we've marked as Exhibit 7? Is that how
2 you got that?

3 A. Yes.

4 (Deposition Exhibit No. 8 marked for
5 identification.)

6 Q. Exhibit 8 was produced to us as Exhibit B in
7 your discovery responses. I don't know why --

8 MR. WHELAN: Do you have an extra copy of
9 this, Pam? Because for some reason, I only have two.
10 I wonder if I already marked it.

11 MS. MULLIS: That's the one you handed --

12 MR. WHELAN: Yeah, okay. That's right.

13 MS. MULLIS: No. You have an extra copy.

14 BY MR. WHELAN:

15 Q. Okay. So I just marked that, so I've marked
16 this twice. So Exhibit 8 is the same thing as
17 Exhibit 5.

18 A. Or B?

19 Q. Yeah, it was Exhibit B to your discovery
20 requests, just to make this more confusing.

21 And it looks like there's a print date on
22 the bottom, and you can look at either Exhibit 5 or
23 Exhibit 8, but flip to the next page. Do you see a
24 print date?

25 A. Actually, it's not on --

1 Q. If you flip to the last page, looks like it
2 was printed --

3 A. October 22nd, '17?

4 Q. Yeah. Why would you have printed this?

5 A. To have a copy.

6 Q. Okay.

7 A. I mean...

8 Q. This was just for your records; is that
9 right?

10 A. Yeah.

11 (Deposition Exhibit No. 9 marked for
12 identification.)

13 Q. All right. Exhibit 9 is a set of records
14 that were produced to us as Plaintiff's Exhibit D to
15 your discovery. This may sound like a stupid question,
16 but are these letters that you received from State
17 Farm?

18 A. I believe they might be.

19 Q. They are, aren't they?

20 A. I think so, yes.

21 Q. All right. Are these all the letters you
22 received or did you receive others?

23 A. I think this might be it. You know, when I
24 got the first check, I don't think there was a letter
25 with it, or maybe there was and he just said, "Call

1 me," but it wouldn't be anything like this, this, you
2 know, indepth.

3 Q. And did you ask Miss Edwards to send you
4 hard copies of the claim forms so you wouldn't have to
5 put it on the Internet?

6 A. I think that -- I don't know if I asked her
7 or she told me, but she did send me a copy because I
8 think it had -- I think some of the figures on there
9 were written in red or maybe the totals were red.

10 Q. But didn't she send you blank forms that you
11 could fill out?

12 A. You know, I think she did that at first, and
13 I -- I think I remember talking to her and telling her
14 I thought that was going to be just too difficult to
15 do.

16 Q. Okay.

17 A. And I think she said, "Well, you can go on
18 the Internet. I'll send you the link to the website
19 and you can go on there and do it that way and see if
20 that's more comfortable, if that works better for you."

21 Q. Okay. And so you decided it was easier to
22 do it on the Internet than it was doing it by hand?

23 A. Yes.

24 (Deposition Exhibit No. 10 marked for
25 identification.)

1 Q. All right. I'll mark a set of photographs
2 Bates stamped Hoffman 329 through Hoffman 355 as
3 Exhibit 10. Here you go. Looking at the first
4 photograph with the Bates number 329 on the bottom
5 corner. See it?

6 A. Yes.

7 Q. This is the beam across the garage ceiling
8 you were talking about earlier?

9 A. Yes, it is.

10 Q. And is this looking towards where the damage
11 was?

12 A. It's looking towards where a lot of the
13 damage was.

14 Q. Okay. And is this near where the bubble
15 formed in the ceiling?

16 A. The bubble would have been -- I think it was
17 like behind -- between there and like the kitchen door.

18 Q. Could you circle where the bubble was?

19 A. Right about --

20 Q. This may write better. This may write
21 better. Try that.

22 A. It's like a waxy film or something on there.

23 Q. There we go. Okay. Thank you.

24 A. Uh-huh.

25 Q. And the boxes that are lined up against the

1 wall, were any of these boxes that we can see in this
2 photograph damaged?

3 A. I have no idea.

4 Q. Okay.

5 A. They could have been or maybe they -- a lot
6 of my boxes just contained packaging, and so if it
7 dried out, then I probably just stacked it back up.

8 Q. Okay. Do you know if this stuff -- if these
9 boxes had been restacked or are they in the same
10 condition they were when the leak occurred?

11 A. I think that -- I think that I restacked
12 everything, but I really can't remember.

13 Q. Looking at this photograph, do you recall
14 what was in any of these boxes?

15 A. No.

16 Q. All right. And if you turn to the next
17 page, Bates stamped 330, is this -- this is looking
18 towards the portion of the garage that wasn't damaged,
19 isn't it?

20 A. Correct.

21 Q. Do you know whether any of the boxes and
22 bags in this photograph were damaged during the event,
23 the leak?

24 A. I think -- I think they probably weren't,
25 but -- and I'm not -- honestly, I don't know, but I

1 think I may not have moved those boxes yet. Possibly I
2 did, but those are not in the area like where the
3 firemen came through.

4 Q. The portion -- the portion of the garage
5 that this photograph is looking at was unaffected by
6 the water leak; true?

7 A. It wasn't, I mean, like -- there were --
8 there was stuff over here that was wet, but it was
9 mostly stuff that was like, you know, down low because
10 there weren't -- like you see where these boxes are.
11 There wouldn't have been a lot of boxes over here
12 because this is still in the same place that it was
13 then, so a lot of the stuff on this side may have been
14 just moved to paint and then put back, but I really
15 don't know.

16 Q. Do you know what is in any of the boxes or
17 bags depicted in this photograph?

18 A. No. Most of those bags, like you can look
19 at these bags and tell that's like popcorn balls that
20 you package with.

21 Q. So the white bags on the left side of the
22 photograph are just packaging.

23 A. Right.

24 Q. Okay.

25 A. And some of the ones over here probably are

1 some of the same stuff and maybe bags of bags.

2 Q. So you kept bags of empty bags?

3 A. Uh-huh.

4 Q. Okay. Can you -- looking at this photograph
5 that's Bates stamped 330, looking at the photograph
6 Bates stamped 330, is the area of the bubble visible?

7 A. It -- it's possible. It's like -- it almost
8 looks like it's here, but that would be on the beam,
9 and I don't remember it being on the beam. Maybe it
10 was, but it -- I thought it was on this side of the
11 beam, but it's possible.

12 Q. Will you circle the area that you think the
13 bubble was in?

14 A. It's -- I mean, I'm going up in here because
15 that part is not showing.

16 Q. Okay.

17 A. Actually, it could go out to here even.

18 Q. Okay. All right. And if you would flip to
19 the next page Bates stamped 331. What is this showing?

20 Are you waiting on me to ask you a question?

21 A. I guess.

22 Q. Sorry. I thought I asked you one.

23 A. Oh.

24 Q. Look at photograph 331. That's looking
25 towards where the damage occurred, isn't it?

1 A. Correct.

2 Q. All right. And then 332, that's looking
3 towards where the damage occurred?

4 A. If it's -- Yes. Wait a second. I don't
5 know. I guess -- I think so, yes.

6 Q. Okay. Looking at 331, is the area where the
7 bubble occurred visible in that photograph?

8 A. I don't think so, but there's some popcorn
9 missing right here, so -- I mean, but all of this was
10 soaked, so some of that fell off.

11 Q. Okay.

12 A. I think it was closer to the post is what
13 I'm saying.

14 Q. Okay. All right. Then looking at 333,
15 there's a big leather couch in the middle of the
16 garage. Why was this couch in your garage?

17 A. Because my uncle sat on that couch, and he
18 had a hard time getting from -- getting around the
19 corner of it to get to the bathroom because the
20 bathroom would have been on this -- the bathroom would
21 have been on the -- if you're looking at the couch, on
22 the right-hand end, so I had the loveseat which matches
23 that, and I still have it, and I just decided to take
24 the couch out because with both pieces in there, it was
25 hard for him to get around.

1 Q. Okay.

2 A. And, I mean, the room is kind of narrow
3 anyway, but it just -- I have too much furniture, and
4 so I put it out there.

5 Q. And how was the couch damaged?

6 A. Well, it -- it had water all up under the
7 cushions. Those three cushions on there are removable,
8 so the water had gotten up under there, and it was
9 mildewed.

10 Q. It was mildewed?

11 A. Uh-huh.

12 Q. Do you know --

13 A. Yes.

14 Q. Do you know whether it could have been
15 cleaned?

16 A. I doubt you could clean that because I have
17 asthma, and I can't -- I'm allergic to mold and mildew,
18 so that -- that wouldn't have been an option. And,
19 also, the leather had been wet so much that it didn't
20 look shiny anymore. It was -- it was like it -- it
21 wasn't a leather consistency.

22 Q. Okay. And then what are the items that are
23 on top of the couch?

24 A. The -- see the clown that has the chef hat
25 on?

1 Q. Yes.

2 A. I love clowns. I have a whole room
3 dedicated to clowns.

4 Q. So does Pam. I can tell.

5 A. And she serves them cookies and milk.

6 MS. MULLIS: Uh-huh.

7 A. But no, I --

8 MS. MULLIS: Sorry.

9 THE WITNESS: No. You're fine.

10 MS. MULLIS: I apologize.

11 A. So that's a clown chef, which is very rare.
12 I had one, and it got broken, and then I got that one,
13 and it got broken, and I've never seen another one.

14 Q. Okay. And can you see the damage to the
15 clown chef in this photograph?

16 A. I don't know, but I have -- I'm sure another
17 picture, that the damage is there.

18 Q. Okay. And how was the clown broken?

19 A. I think -- I think the -- it had like a --
20 it had like a mixing bowl in front of it that was
21 attached to the base, and he has a spoon, and he's like
22 stirring the bowl, and the bowl was broken, I think,
23 and maybe the feet were broken.

24 Q. Okay. And do you believe that's because the
25 firemen stepped on it?

1 A. Yes, or either the box fell over and -- I
2 mean, I think they probably broke it, but I -- I wanted
3 to tell them to be more careful when they came in, but
4 I was so glad they came. You know, they were -- they
5 were really trying to help, and so yeah. And this
6 other one is another -- I think this -- this is a set
7 of bookends, clown bookends.

8 Q. I thought it was a football player. It
9 looks like a football player to me. And his head
10 snapped off. He was decapitated; is that right?

11 A. Something like that.

12 Q. And do you think that was the firemen as
13 well?

14 A. I mean, I really can't say. All these
15 boxes -- it's -- it's one of the two things. It either
16 was a box that fell and it broke -- These are plaster.
17 These aren't like what the clowns are made of today.
18 These have wires running through them that hold them
19 together when they're being molded, and they're very
20 hard to find. You can find the bookends now, but the
21 chef clown, he's nowhere. I would seriously pay a
22 thousand dollars for that clown.

23 Q. And do you still have the clown?

24 A. I might have it. I'll look and see if I do.

25 Q. And have you taken any steps to see whether

1 somebody could reattach the spoon?

2 A. Oh, no, because it was like -- it was
3 crumbled up, so like when -- when plaster falls apart,
4 it's like dust, you know.

5 MR. WHELAN: Okay. Now I'm going to mark a
6 very big exhibit.

7 (Deposition Exhibit No. 11 marked for
8 identification.)

9 Q. I'm going to mark Hoffman Enservio 0001
10 through 0339, and I'm going to ask you to look at the
11 pictures on the bottom of page 16.

12 A. Okay.

13 MR. WHELAN: I have one for you, Pam.

14 MS. MULLIS: Thank you so much.

15 BY MR. WHELAN:

16 Q. And those two photographs at the bottom of
17 page 16, those are photographs of your couch, aren't
18 they?

19 A. Uh-huh. Yes.

20 Q. And when were those taken?

21 A. I do not know.

22 Q. And when you're telling me about the leather
23 getting so that it wasn't shiny anymore, is that what
24 we see at the bottom of page 16 on Exhibit 11?

25 A. Yeah, like probably on the -- on the sides

1 and on the arms and everything, you can -- you can tell
2 that it's -- I mean, I wasn't going to clean the whole
3 couch off.

4 Q. Okay.

5 A. I mean I just -- I just wiped it off to see,
6 and it was -- and in lifting the cushions, I saw that
7 it was molded and wet and mildewed.

8 Q. All right. Now, you took the photograph on
9 page 16 of Exhibit 11 after the photograph in
10 Exhibit 10, Bates number 333, was taken; true?

11 A. When is this one?

12 Q. I don't know. You're pointing to Exhibit
13 11. I don't know when you took those photographs.

14 A. Well, I mean, I didn't go out there and dust
15 it off, so I guess over the period between the time
16 it's like this and the time it's like that, it gathered
17 dust.

18 Q. Now, what camera did you use to take the
19 pictures in Exhibit 11?

20 THE WITNESS: I gave you that camera.

21 MS. MULLIS: I don't know.

22 A. It was -- it was a Sony something, Cyber
23 Shot or something.

24 Q. Okay. Is it a digital camera?

25 A. I think so.

1 Q. All right. And you gave your attorney that
2 camera?

3 A. Yes.

4 Q. And that has the -- that would have like the
5 date that you took the pictures and stuff like that?

6 A. I don't know.

7 Q. Okay. Why did you give it to your attorney?

8 A. Because the camera wasn't working anymore,
9 so it -- I think there was certain things it would do,
10 but there was certain other things it wouldn't do, and
11 I was here, and I had the camera with me, and I just
12 gave it to her.

13 Q. Okay. Now, looking at the photographs on
14 page 16 of Exhibit 11, the discoloration on this
15 leather couch, was that mold?

16 A. I don't know. I mean, it's probably -- some
17 of it was probably dust and -- I don't know. All I
18 know is the leather was kind of like what -- what would
19 happen to vinyl, like a vinyl purse, if you had it in
20 water. It would -- the skin on it gets -- it feels
21 thin and stretched maybe. I don't know. All I know is
22 it was ruined because the water went up under the
23 cushions. These cushions come off individually, not as
24 three. You know, it doesn't come off in one piece.
25 They each come off separately. They Velcro -- they

1 Velcro down.

2 Q. Okay. And when did you first notice mold
3 and mildew start to appear on the items in your garage?

4 A. I don't know. The first thing I think I
5 noticed was the colors had run together.

6 Q. Well, let me -- I understand that, but I
7 want to ask you about mold and mildew. When was the
8 first time you noticed mold and mildew?

9 A. I do not know.

10 Q. And did it get worse over time?

11 A. I mean, I'm sure there were things that,
12 yeah, that after -- after being wet for so long,
13 they -- it was worse.

14 Q. And did it remain -- I think you said it was
15 musty in the garage; right?

16 A. Yes.

17 Q. And it bothered your allergies?

18 A. Yes.

19 Q. Is it still musty in there today?

20 A. I think it probably is, but I'm so used
21 to -- you know, I go out there every now and then or I
22 go through the garage to go to the yard, and maybe I'm
23 used to it.

24 Q. And do you have any plans today to have that
25 garage cleaned out and get all the stuff that got wet

1 out of the garage?

2 A. I mean, I plan on doing it in the next year
3 or two.

4 Q. Okay. All right. We're looking at the
5 photograph on Exhibit 10, Bates number 333. There's
6 some boxes in the background of this photo and some
7 boxes on the couch. Do you know what was in any of
8 these boxes that are visible?

9 A. No. I just -- I have no idea. They're not
10 labeled. I mean...

11 Q. Okay. And if we could go to page 334, is
12 this -- Okay. This is standing outside the house at
13 the front of the house looking back into the garage?

14 A. Yes.

15 Q. And there's boxes and bags visible in this
16 photograph. Had any of these boxes and bags been moved
17 since the leak occurred at the time this photograph was
18 taken?

19 A. Yes.

20 Q. What had been moved?

21 A. My gosh. I don't know what, but I'm just --
22 I mean, I'm sure they have been moved because most of
23 the boxes before the incident were stacked on the wall
24 unless they were stacked on the opposite wall. Maybe
25 not all of them, but I'm -- I probably had gone through

1 some of this stuff by the time the adjuster came.

2 Q. Okay. So some may have been moved, some may
3 not have been moved?

4 A. Correct.

5 Q. All right. Do you know what was in any of
6 the boxes or bags visible in photograph 334?

7 A. No, I can't tell.

8 Q. Okay. All right. If we can go to 335.

9 A. I do see behind that box looks like some of
10 the -- they were like a snowman Christmas theme
11 placemats. That's what that looks like. Now, I'm not
12 sure if it is or not.

13 Q. Okay. All right. Let's look at photograph
14 335. This is looking at the side of the garage that
15 did not have water come down in it; correct?

16 A. Right.

17 Q. And do you know whether any of the boxes in
18 this photograph were damaged?

19 A. No, I don't. I mean, I don't think so, but
20 I don't know for sure. I just can't -- you know,
21 they're not labeled, so it's hard to -- you know, if I
22 don't know -- I mean because, like I said, I kept empty
23 boxes also.

24 Q. Okay. And I guess the same question for the
25 bags. You don't know what was in these bags?

1 A. Like I said, a lot of the bags are just bags
2 with a bunch of bags in them, but some of them may have
3 had clothes in them.

4 Q. Okay. And is that a leaf blower at the
5 bottom of the page, that red thing?

6 A. I think so.

7 Q. Did you make a claim for that?

8 A. No, not that I know of.

9 Q. All right. That was not damaged?

10 A. I don't use a leaf blower because my
11 daughter does that.

12 Q. Okay. And then next photograph is number
13 336. This looks like a picture of a rug in the
14 foreground and then some bags behind a crib perhaps?

15 A. Right.

16 Q. And what is the rug sitting on top of?

17 A. That rug I still have. That rug was draped
18 over the crib because it -- it's out there now draped
19 over the crib.

20 Q. Was this rug damaged?

21 A. No.

22 Q. Okay. And --

23 A. I mean, it may have gotten a little dirt on
24 it, but other than that.

25 Q. Was the crib damaged?

1 A. Yes. The legs and all warped on it.

2 Q. And do you know what's in the bags behind
3 the crib?

4 A. The bags?

5 Q. Yes, ma'am. Do you know what's in those
6 bags?

7 A. Where are the bags?

8 Q. I'm sorry. The stuff -- the blue stuff.

9 A. Oh, that is actually -- that is a chair.
10 That's a hunter green chair from Havertys.

11 Q. Okay. All right.

12 A. Looks like bags.

13 Q. It sure does, but now I see.

14 A. That was the style back then, but not so
15 much anymore.

16 Q. All right. Then Exhibit 337, looks like
17 this is the backside of the couch, I guess, isn't it?

18 A. Yes.

19 Q. And then a TV and some boxes and bags. Was
20 the TV damaged?

21 A. I don't know. I just threw it away. It was
22 old, so I just threw it away. I didn't even -- I mean,
23 because I figured it was, but I don't know. You know,
24 I mean it -- I think I had ordered a light for that TV
25 or something for it, a camera or something, and the TV

1 was just not working well, so I just threw it out.

2 Q. Okay. Exhibit 338 is a coffee table? I'm
3 sorry. I said Exhibit 338. Bates number 338 is a
4 coffee table. Do you recall if that was damaged?

5 A. On top of it, there was like a bubble. I
6 don't know if it was a bubble or if it was what -- what
7 you call it, but something along where the -- the wood
8 meets the marble.

9 Q. Can you circle that for us?

10 A. It may have -- I don't know which side of
11 the table it's on or -- I don't know. I'm just making
12 a guess at this. So I'm just going to circle like this
13 area here.

14 Q. Okay.

15 A. But it could be -- you know, just depends.

16 Q. All right. Then page 339 looks like a rug
17 maybe?

18 A. A couple -- several rugs.

19 Q. Okay. And how were they damaged?

20 A. This one rug is the one that was over the
21 crib.

22 Q. So the one hanging down is the one that
23 wasn't damaged.

24 A. Right. And this rug I think wasn't real
25 bad, but the colors had run because it's got like

1 burgundy in it, and I think there might have been one
2 that may have been on a shelf that ended up off of the
3 shelf. This one I can't -- I can't tell what it is.

4 Q. Okay. All right. Just flip a few pages. I
5 think now we go upstairs, and if you'd go to page 344,
6 tell me what we're looking at here.

7 A. This is where I stored a lot of my bags and
8 boxes because I didn't have space.

9 Q. Is this a shower?

10 A. Yeah.

11 Q. Okay. Was any of this stuff damaged?

12 A. No. No.

13 Q. Okay. All right. Then 346, this looks like
14 we're looking in a closet.

15 A. Okay.

16 Q. Was any of this stuff damaged?

17 A. Gosh, I wish I had brought my magnifying
18 glass. You don't have one, do you? I don't see
19 anything.

20 Q. The water didn't get in this closet, did it?

21 A. Well, I mean, it got on the rug, so -- but,
22 I mean, like, yeah, it didn't -- didn't get -- didn't
23 like shoot in the closet or anything.

24 Q. Okay. And then Exhibit 347, this looks like
25 we're looking at another closet. Was any of the stuff

1 in this closet damaged?

2 A. I don't think so, but if I -- if I open that
3 up and I -- there's stuff in the bags, but evidently it
4 didn't.

5 Q. Okay. And then what are we looking at in
6 Exhibit 348?

7 A. This is actually the plates and stuff that
8 go with the -- oh, what do you call them -- the napkins
9 that I was telling you about downstairs, the snowman
10 stuff. I bought the whole set from Target.

11 Q. Was anything in photograph 348 damaged?

12 A. No.

13 Q. All right. What about 349?

14 A. No. And a lot of that is boxes.

15 Q. Okay. What about photograph 350?

16 A. The Bowflex was actually damaged, but I just
17 wasn't going to claim it because it belonged to my
18 husband, and I didn't care if it was damaged or not.

19 Q. Okay. Is that like a vase or something?

20 A. Yes.

21 Q. Was this damaged?

22 A. No.

23 Q. What about page 351, was any of this stuff
24 in this photograph damaged?

25 A. Not that I can tell.

1 Q. Okay. All right. Page 352, does this -- is
2 this the Bowflex?

3 A. It is.

4 Q. And how was the Bowflex damaged?

5 A. Well, it's just -- it's just got rust on it
6 now and the weights underneath there are rusted, but I
7 don't -- like I said, I didn't -- I didn't put that in
8 my claim and I didn't -- I just really didn't care.

9 Q. And how long after the -- after the leak did
10 the rust appear on the weights and Bowflex?

11 A. I don't know because I didn't even pay
12 attention to it.

13 Q. Do you see any rust in photograph 350 or
14 352?

15 A. No, I can't tell from this.

16 Q. Okay. Looking at page 353, was any of the
17 stuff in page 353 damaged?

18 A. No.

19 Q. Was any of the stuff in page 354 damaged?

20 A. I don't think so, no.

21 Q. Now, did you have the carpet replaced in the
22 FROG?

23 A. No.

24 Q. Did you ever get any quotes to get the
25 carpet replaced in the FROG?

1 A. No.

2 Q. Did you ever do anything to dry out the
3 carpet in the FROG?

4 A. No.

5 Q. Did it get musty in the FROG?

6 A. Yes, I think you could -- you could say it
7 did, but I don't ever go up there, so I don't worry
8 about it.

9 Q. Okay. And is that why you didn't have the
10 carpet replaced, just because you weren't really using
11 it?

12 A. Well, we never really use that room for
13 anything but store -- my husband did. He had a
14 computer up there, so he went up there, but I didn't.
15 I just never use that room for anything except to store
16 stuff.

17 Q. Did you have the drywall repaired up there?

18 A. They didn't repair like a whole wall. They
19 just repaired the part that was cut out.

20 Q. Okay. So there's not a hole in the wall.

21 A. Right.

22 Q. Okay. Could we -- I want to ask you about
23 Exhibit 2, which we looked at earlier. And if you
24 could turn to page 20 at the bottom right-hand corner.
25 There's a note April the 3rd, 2017, when Tamyachta

1 spoke to you, and her notes say that you found wet bags
2 of clothes that your daughter put in the attic. Do you
3 recall that?

4 A. Well, they wouldn't have been still wet, but
5 I did find some things she had put up there. She
6 put -- she put some things in her bathroom upstairs, so
7 I had already gotten those, but I knew there was more
8 stuff, and I asked her, and she said she had put some
9 of it up there.

10 Q. Okay. Did you ask -- did you learn that on
11 or about April 3rd of 2017?

12 A. I don't remember, but I know I would have
13 thought that by then it was, you know, not salvageable.

14 Q. And why is that? Just because they'd been
15 up there for so long?

16 A. Right, because they would have been wet
17 until they dried out.

18 Q. Do you have any idea how long it would take
19 clothes in bags, wet bags in the attic, to dry out?

20 A. Not really.

21 Q. What condition were they when you pulled
22 them out of the attic?

23 A. They had mold.

24 Q. Okay. Now, why did your daughter put them
25 in the attic in the first place? Do you know?

1 A. Because, like, that might have been the only
2 place she found to put them.

3 Q. So there's no other room in the house?

4 A. I mean, there's not really. I mean, like,
5 it's -- I have a lot of stuff.

6 Q. Okay. And how many bags of wet clothes did
7 she put in the attic?

8 A. I really don't know. It was maybe -- I
9 don't know. These questions that you're asking me are
10 difficult. I'm just giving you an estimate, and I
11 would say like maybe six or seven or eight. I don't
12 know.

13 Q. Okay. And this note says that you saw
14 stains on the ceiling, but you never thought to go in
15 the attic and look.

16 A. Oh, you mean stains on the FROG ceiling?

17 Q. Did you see stains on the FROG ceiling?

18 A. Yeah, but the adjuster had already looked at
19 that.

20 Q. Okay. Now, when you told Tamyachta about
21 these bags of clothes in the attic on April 3rd, 2017,
22 you had never told her or anyone from State Farm that
23 those clothes were damaged, had you?

24 A. Well, I mean, I didn't talk to anybody but
25 her.

1 Q. Right.

2 A. So...

3 Q. I mean, you didn't even know they were up
4 there until April of 2017, did you?

5 A. Well, I didn't -- like I said, I may have
6 known they were up there, but I knew after going
7 through the summer of 2014 and the summer of 2015 and
8 '16, anything that was up there was going to be ruined,
9 so...

10 Q. Yes, ma'am, I understand that, but my
11 question was: You never told anybody from State Farm
12 about those clothes before April of 2017?

13 A. No, not that I know of.

14 Q. Okay.

15 A. I don't know. I -- not that I remember.

16 Q. All right. And then after you found the
17 clothes, is that when you started to do the second list
18 of the 700 items?

19 A. Well, correct. I mean, like, I was -- maybe
20 I was in the process, maybe I'd already started on the
21 list, and then I -- in the back of my mind, I knew I
22 needed to get those out.

23 Q. Do you know whether or not you'd started on
24 the list before you found those clothes in the attic?

25 A. I don't know that.

1 Q. Okay. Now, there's another note that talks
2 about how you had revised the prices on some items, I
3 think.

4 A. Is that from April?

5 Q. It's actually from October the 25th. It's
6 this note at the top of page 20.

7 A. Okay.

8 Q. And the note says that you had told her that
9 one of the Persian rugs was valued between \$10,000 and
10 \$22,000?

11 A. No. I told her that I had looked and
12 searched websites for those rugs, and about the most
13 familiar website I was looking at was eBay, and I could
14 not find anything -- I did tell her a lot of the rugs
15 were valued maybe between this amount, but I said,
16 however, I did find some rugs for around \$4,000, but I
17 could not find anything less than \$4,000 that was
18 considered a Persian rug.

19 Q. So did you say that the value was between
20 \$10,000 and \$22,000?

21 A. No.

22 Q. Did you mention those numbers?

23 A. I told her that what I found -- that the
24 figures that I found for rugs comparable to these rugs
25 that size were in that price range, but that I did find

1 some cheaper, but the cheapest rug was \$4,000.

2 Q. Okay. And then what is -- there was -- was
3 it a different rug that you found pricing for between
4 7,980, 5,399, or \$16,714?

5 A. I don't know. I don't know where this came
6 from.

7 Q. Okay. All right. And it says that Miss
8 Edwards, Tamyachta Edwards, called you on October 25th,
9 and you said that you submitted the bag of clothing
10 list from the attic in Enservio, but Tamyachta didn't
11 see it in Enservio and was checking into it. Do you
12 recall that?

13 A. No, not at all.

14 Q. Okay. Do you recall her telling you that
15 she needed more information on the value of the rugs?

16 A. Yes. She -- she -- the rugs were still
17 outside at that point. They were next to my garage
18 door, and they had been rained on. When I pulled those
19 rugs out of the garage, they were coming apart. They
20 were -- I mean, I knew I couldn't put them back in the
21 garage because they were -- they were just like -- they
22 were shredded. And she said -- she asked me if I could
23 read the label on the rugs, and I told her I -- I think
24 maybe I told her I'd get back to her or I told her I'd
25 already looked at that, and she said she needed to know

1 like the thickness and the threads per square inch or
2 whatever, and I couldn't read any of that.

3 Q. Okay.

4 A. So she asked me if I could go to a store and
5 find a comparable rug to that, and I did, and I went to
6 Whit-Ash, and a lady helped me there and -- well
7 another -- one lady gave me a coupon for ten percent
8 off, and another lady, she -- she kind of is like
9 telling me that the other person kind of likes to grab
10 her customers, because I had seen the first lady when I
11 walked in the door, but then when I got back there
12 where the rugs were, it was a different lady. And so
13 she gave me the coupon. But I felt bad because I was
14 like, you know, this other lady is already helping me,
15 but she showed me some rugs, and I actually found a rug
16 that I was going to buy, but I never went back to get
17 it.

18 Q. Okay.

19 A. But, anyway, their rugs are like discounted,
20 so they're -- and I don't know how much they're
21 discounted, but they're discounted a lot, so I was
22 thinking about getting one of those rugs, but at the
23 time I was just -- I knew I was there just to get rug
24 information.

25 Q. All right. Now, this was 2017; right?

1 A. Yes.

2 Q. Okay. Now, the rugs were stored where
3 between 2014 and 2017?

4 A. They were -- one I had already thrown out.
5 It was the burgundy rug. The other two rugs were out
6 in front of the garage.

7 Q. Sitting outside?

8 A. (Witness nodded head.)

9 Q. Yes?

10 A. Yes.

11 Q. Is that covered or --

12 A. No. But they were ruined. Like, when I --
13 when I went to pull them out of the garage, I had to
14 have my daughter help me, and the one rug just ripped
15 into pieces. The edges were coming off of it.

16 Q. Okay. And at what point in time did you
17 move them out of the garage?

18 A. I don't know. It was probably -- it's been
19 probably summertime sometime, so they stayed outside
20 for a long time.

21 Q. Okay. Before your rugs were moved out of
22 the garage and torn, did you take any steps to
23 determine whether they could be cleaned?

24 A. They might have been able to be cleaned, but
25 they were -- the colors had ran on each other, so even

1 if it could be cleaned, you can't -- you can't remove
2 that.

3 Q. Did you tell State Farm that you only sold
4 clothes on eBay?

5 A. I had maybe sold a few things like -- I
6 don't know if you consider purses or shoes clothes, but
7 I do. I don't remember telling them anything, though.

8 Q. Okay.

9 A. But as far as that goes, I may have sold
10 something occasionally. I don't think so. I don't
11 remember, but I don't -- until 2015 maybe or '16, I
12 really didn't sell that much on eBay, and I still
13 don't, not compared to a lot of people, but...

14 Q. Okay.

15 (Deposition Exhibit No. 12 marked for
16 identification.)

17 MR. WHELAN: Exhibit 12 is document Bates
18 stamped 147 through 149, and before I ask you about
19 this, do you need to take a break? Would you like to
20 take a break?

21 THE WITNESS: I actually could run out there
22 and get some medication.

23 MR. WHELAN: Okay. Let's do that.

24 (Recess taken.)

25 MR. WHELAN: Back on the record.

1 BY MR. WHELAN:

2 Q. Miss Hoffman, we just took a break. Are you
3 feeling okay to proceed?

4 A. I'm fine.

5 Q. Great. And I've just shown you Exhibit 12,
6 I believe, and this document has a date of January 6th,
7 2016, and there are 47 items on the document. And I
8 think earlier you told us that when you originally
9 submitted your claim, you put what you paid for items,
10 and Miss Edwards called you and said, Hey, actually,
11 you can put what the items are worth.

12 A. She said she thought I was confusing the two
13 things.

14 Q. Okay.

15 A. Like she said, "I think possibly you're
16 confusing it," and she said, "I think that you are
17 thinking about what you paid for it and not what it
18 would cost you today to buy it," she said, "So in the
19 future, whenever you do it," she said, "just remember
20 it's what you'd have to pay for it today."

21 Q. Okay. And Exhibit 12, the amounts that you
22 put in Exhibit 12, those are the amounts that you paid
23 for the items; correct?

24 A. It -- yeah, it should be, yes.

25 Q. Okay. And then Miss Edwards called you up

1 and said, "Hey, you can actually put more than this,"
2 right?

3 A. Yeah. I really don't know why she would
4 tell me that because that -- I mean -- but, anyway.

5 Q. Well, that's --

6 A. I mean, I just thought, wow, she's really
7 helpful, like who would tell you that, you know.

8 Q. And, in fact, the amount, if you look at the
9 bottom of Exhibit 12, the amount that you originally
10 had for these 46 items totaled \$6,600.16.

11 A. Uh-huh.

12 Q. And then when you updated it to the higher
13 items, the amount was over \$12,000; is that right?

14 A. I don't think it -- I don't think it was
15 that much.

16 (Deposition Exhibit No. 13 marked for
17 identification.)

18 Q. I'll hand you what I've marked as
19 Exhibit 13. And this is Bates stamped Hoffman 140
20 through 143. I didn't give you two copies, did I?

21 A. Just one.

22 MR. WHELAN: Well, Pam, once again...

23 MS. MULLIS: I keep getting left out.

24 MR. WHELAN: No, you don't.

25

1 BY MR. WHELAN:

2 Q. All right. Exhibit 14, first of all, the
3 first page is an email to Cindi. What's that email
4 address?

5 A. .Hoffman@gmail.com.

6 Q. Is that your email address?

7 A. Yeah.

8 Q. Great. And then you can see that there are,
9 looks like, 48 items --

10 A. Uh-huh.

11 Q. -- on this list. And is this when you went
12 back and you put the amount that the items were worth,
13 not what you paid for them?

14 A. I don't know because this is missing some
15 figures, so it's -- see, the only thing here is the
16 original cost. So, I mean, this looks like an updated
17 version, but yeah, I mean, I think so.

18 Q. So Exhibit 12 totals \$6,616, and Exhibit 13
19 totals \$12,274; is that right?

20 A. I guess, unless I added wrong. I mean I --
21 I went back over my figures, so I shouldn't --
22 shouldn't have calculated wrong.

23 Q. Okay. In looking at Exhibit 12, which is
24 the document that you're looking at, I'm looking at
25 item 38, which is a burgundy rug.

1 A. Okay.

2 Q. Did you pay \$225 for that rug at a flea
3 market?

4 A. I think I probably paid 225 for it
5 somewhere.

6 Q. Okay.

7 A. The -- and what I was probably basing that
8 on is the rug was new, and these rugs on QVC -- well,
9 they don't have QVC anymore, but QVC or HSN or Shop
10 NBC, any of those, this was a Royal Palace rug, and
11 that's typically what they run.

12 Q. Okay. And if you'd flip back over to the
13 first page, looking at item number -- let's take item
14 number 10, which is a large tomato canister?

15 A. Yes.

16 Q. You paid \$40 for that at a flea market?

17 A. Yes.

18 Q. And then when you updated it to its present
19 value, you said the amount was \$107?

20 A. And that's true, because if you go on the
21 Droll website -- at the time I didn't know there was a
22 Droll website, so the website says the -- those
23 canisters, for the whole set of four, is -- I believe
24 they're \$485, so even a small canister is expensive.

25 Q. Okay. And the extra large canister that you

1 paid \$40 for at a flea market, the amount that you
2 ultimately submitted to State Farm was \$150?

3 A. Correct. And you can look on the website at
4 those.

5 Q. Okay. And how were those canisters damaged?

6 A. I think one of them -- I think one of them
7 maybe just had a crack in the lid or maybe it was the
8 crack in the lid and the body. The other one, I don't
9 know. It might have had a deeper crack. Maybe it was
10 coming apart. I really don't remember.

11 Q. Okay. And I see four Droll canisters on
12 Exhibit 12 and a Droll pitcher and a Droll canister
13 lid. Were all of those cracked?

14 A. Where is it at?

15 Q. I'm sorry. They're all on Exhibit 12, items
16 10, 12, 13, 14, 15 and 16.

17 A. Yes, or they were broken, they were damaged.

18 Q. What are they made of? Plaster?

19 A. They're made -- I believe they're made out
20 of plaster or -- I mean, they could be ceramic, but I
21 don't really know the difference between ceramic and
22 plaster, but it's that consistency.

23 Q. And whose crib was that in the garage?

24 A. That was my youngest daughter's.

25 Q. Okay.

1 A. Actually, I know where I bought that. I
2 bought that at Burlington.

3 Q. So it would have been older than eight years
4 old; right?

5 A. Let's see. My math is fuzzy. She was --
6 yeah, because she was 14. She was -- yeah, she was 14.

7 Q. Did you have the garage door repaired?

8 A. No. The -- Are you talking about the
9 opener?

10 Q. Yes, ma'am.

11 A. No. It's -- it's still down.

12 Q. Is that just because you don't use that
13 door?

14 A. I don't.

15 Q. Okay.

16 A. I don't. I mean -- yeah.

17 Q. All right. I want to run through some
18 documents fairly quickly.

19 (Deposition Exhibit No. 14 marked for
20 identification.)

21 Q. Exhibit 14 is Bates stamped State Farm 173.
22 Did you receive a check from State Farm for \$2,619 on
23 February 22nd, 2014?

24 A. Probably.

25 Q. Do you recall the adjuster, Malcolm Foster,

1 giving you that draft the day he came out to look at
2 your house?

3 A. I do remember him giving me an estimate, I
4 guess.

5 (Deposition Exhibit No. 15 marked for
6 identification.)

7 Q. Okay. Exhibit 15 is Bates stamped Hoffman
8 200 through -- make sure I get this right. 200 through
9 202. Do you know if you received that document?

10 A. Possibly.

11 Q. Okay. And that is your correct address?

12 A. It is.

13 (Deposition Exhibit No. 16 marked for
14 identification.)

15 Q. Exhibit 16 is Bates stamped 198. Do you
16 know if you received this document?

17 A. I don't -- I don't know. I actually don't
18 know about either one of these because it looks like he
19 signed this, or his name is on it, but the only thing I
20 remember getting from him was the check.

21 Q. Who was that?

22 A. The adjuster, Arthur. Wait a minute. This
23 is two different people. I think this is -- this
24 guy -- I don't know. I don't -- I wouldn't remember
25 their names that far back, but -- I don't know.

1 Q. So is it correct, ma'am, that you don't
2 remember receiving Exhibit 16 and Exhibit 15, but that
3 doesn't mean that you didn't receive them?

4 A. I mean, did you-all mail these? I mean, I
5 remember this name.

6 Q. You remember the name Arthur?

7 A. Maybe it's somebody I talked to on the
8 phone, but I thought I had only talked to the person
9 who came out and did the -- you know, that looked at
10 everything, which would have been this person, but I
11 remember this name.

12 Q. You remember Arthur Reinauer's --

13 A. Yeah.

14 Q. -- name?

15 A. But I don't remember where I remember it
16 from. Maybe I talked to him on the phone and I just
17 don't remember it.

18 Q. Okay. Do you deny receiving these letters?

19 A. I don't remember receiving these letters,
20 either one of them.

21 Q. Okay.

22 A. I don't know.

23 (Deposition Exhibit No. 17 marked for
24 identification.)

25 Q. All right. Exhibit 17 is an email dated

1 November 9th, 2015. Do you remember receiving that
2 email?

3 A. I honestly don't remember receiving this.

4 Q. Okay. Do you deny receiving that?

5 A. No, I don't deny it, but I don't remember
6 it.

7 Q. Okay.

8 A. But I did talk to her, so -- she talked to
9 me after this would have been sent, and that's when she
10 suggested I go ahead and get the stuff in, you know, to
11 keep the claim open or open it back up or whatever.

12 (Deposition Exhibit No. 18 marked for
13 identification.)

14 Q. Okay. Exhibit 18 is dated March 4th, 2016.
15 Do you know if you received that document?

16 A. I must have received it because she's saying
17 the check is enclosed, so it was with the check.

18 Q. Do you remember receiving that document?

19 A. I think I do. I can't -- well, I know there
20 was something with the check, so this must have been
21 what it was.

22 Q. Was there some issue with your neighbor
23 getting your mail or something like that?

24 A. That's happened occasionally.

25 Q. Okay. When that happened, would he bring

1 you the letters that were received?

2 A. I don't -- I don't -- it wasn't any one
3 neighbor. I've had mail go to the lady on one side of
4 me and the man on the other side of me and possibly the
5 people across the street.

6 Q. Okay. And when that's happened, have they
7 brought you the letters that were sent?

8 A. Pretty much. I mean, I don't know of not
9 getting anything, but -- I mean, I don't really.

10 MS. MULLIS: I don't know what I don't know.

11 THE WITNESS: I'm going to have nightmares
12 about this tonight because I'm going to be still in
13 this deposition tonight, I promise you, at 3:00 in the
14 morning.

15 BY MR. WHELAN:

16 Q. All right. Exhibit -- let me ask you this.
17 Do you need to take a break?

18 A. No. I'm fine.

19 Q. Are you good to keep going?

20 A. Yes.

21 (Deposition Exhibit No. 19 marked for
22 identification.)

23 Q. All right. Exhibit 19 is Bates stamped 194.
24 Do you know if you received this document?

25 A. Yes.

1 (Deposition Exhibit No. 20 marked for
2 identification.)

3 Q. Okay. Exhibit 20 is Bates stamped 183 to
4 185. Is this an email that you sent to State Farm?

5 A. Yes.

6 Q. Did you have surgery on your hand?

7 A. Yes.

8 Q. Did it fix the problem?

9 A. Yes.

10 (Deposition Exhibit No. 21 marked for
11 identification.)

12 Q. Is Exhibit 21, which is Bates stamped 180
13 through 182, is this an email that you sent to State
14 Farm?

15 A. Yes.

16 Q. You said on this email that if State Farm
17 didn't allow a certain amount for rugs, that you might
18 continue adding to this claim. What did you mean by
19 that?

20 A. That would have depended on -- I was tired
21 and I just wanted to finish it, but that would depend
22 on whether I felt like I had the strength to finish it
23 because I was exhausted, and I didn't think it was fair
24 for her to -- well, not necessarily on her part, but
25 if -- if I have something that I can't find a lower

1 price on and the lowest price is the 4,000, then I felt
2 like that was just wrong, but -- because she's telling
3 me that -- I felt like it was the rugs really that she
4 was telling me were worth more, I mean, and then after
5 I, you know, got to searching for them online, I saw
6 how much they were. So I didn't know if I wanted to
7 continue it. I thought that, you know, they should at
8 least pay me what the lowest figure was, not even -- I
9 told her, I said, "I'm not even asking for the average.
10 I'm just telling you that the lowest thing I can find
11 for this size rug is \$4,000." So, you know, she --
12 that's when she told me to go out and see what I could
13 find comparable to the rugs and take a picture of the
14 labels or whatever, but after I went to Whit-Ash, I was
15 just like -- I really didn't even want to mess with the
16 rugs after that because, I mean, it was like I
17 didn't -- I didn't want to fight with her about -- you
18 know, I wasn't fighting with her, but I just didn't
19 want to bicker about it. I just wanted to finish up
20 with that, and if they didn't want me to do that and I
21 felt like I could keep going, I would have gone on, but
22 I just felt like I needed to be done. And that's
23 why -- I'm sorry, but that's why I'm telling her
24 somewhere down here -- I think it was on Exhibit 20.
25 Well, maybe it's not. I mean, there was somewhere on

1 here -- I'm not seeing it -- that I was telling her,
2 you know, I might add, you know, keep going with it,
3 but -- and the thing is, there was so many
4 opportunities for her to tell me my claim expired. I
5 talked to her on the phone, and she never told me, but
6 it had already expired while I was talking to her. And
7 I couldn't find the phone records of -- I think there
8 was a call for like 14 minutes. I thought it was in
9 August, but I'm not seeing it on the Verizon bill, and
10 when I -- when I got the letter from them, I thought,
11 Why did she not tell me? She had plenty of time to
12 tell me during that call that my claim had expired and
13 whatever I was trying to get was no longer doable, but
14 she didn't.

15 So really this -- I would like for them to
16 produce the phone records, but, you know, I don't know.
17 Only thing I -- that's something in the future that if
18 anything ever happens again, I'm going to be sure I
19 have everything documented because when you trust a
20 person and you think they're nice and you think they're
21 helping you, and then later on you get slapped with
22 this, it's -- it's mind boggling to me. I mean I -- I
23 feel like I'm -- I'm going through something I
24 shouldn't have to be going through, and it's been so
25 long now, I can't remember things. And, you know, you

1 ask me about boxes. I don't know. I mean, I have so
2 many boxes. But it is what it is.

3 Q. I was asking you about the statement in your
4 email concerning adding more items to the claim, and
5 that's what I want to continue to try and ask you
6 about, and my question is: Do you have any photographs
7 of damaged items that you didn't submit to State Farm?

8 A. I mean, I think that I probably submitted
9 everything because I had a memory card and, you know, I
10 knew just by looking at the amount of stuff I had, you
11 know, because for a lot of things, I took more than one
12 picture or two or three, so it's, you know, thousands
13 of pictures probably, so I don't think I have any more.

14 Q. Okay. And so when you said there were other
15 items that you could add to the claim, are you talking
16 about maybe like the costume jewelry that you mentioned
17 to me earlier?

18 A. Not so much. Like part of it was I did have
19 stuff out in the garage that maybe just got wet and,
20 you know, then like my pictures, my -- the kids' toys
21 and stuff, that some of the toys were battery operated,
22 so whenever the -- where you put the battery gets
23 messed up, there's rust, and you just can't use them
24 after that. So, I mean, like, I had a lot of stuff. I
25 had other stuff, though, a lot of my husband's stuff

1 that I just threw away because, well, he was gone
2 and -- he was. He -- he had a lot of clothing, and at
3 one point -- well, in our closet, I had the left side
4 and he had the right side, but I started putting some
5 of his clothes out there after he left because I didn't
6 want them in the house and I wanted the room for my
7 clothes.

8 Q. Okay. And did he take his clothes with him
9 when he left?

10 A. He took some. I did give him some of his
11 clothes over time, like some -- he had some suits in
12 there. He had some old like band clothes. He's a
13 keyboard player. And so he took some of those with him
14 over time. But then at some point he told me that his
15 new wife wouldn't understand if he brought clothes that
16 I gave back to him because she -- she -- she wanted him
17 to go to a counselor before they got married, and they
18 went to the counselor, and she forbid him to talk to me
19 unless she was present. He told me that, so...

20 Q. All right. I would like to go through some,
21 not all, of these photographs.

22 A. Okay.

23 Q. And just ask you to tell me generally about
24 some of the items.

25 A. Okay.

1 Q. So I'm going to hand you -- would you mind
2 telling me what exhibit number that is? I think it
3 might be 11.

4 A. Eleven.

5 Q. Okay. In looking at the first page, these
6 are all items on the first page that were broken; is
7 that right?

8 A. Yes.

9 Q. And do you believe they were broken by the
10 firemen?

11 A. I don't know. Like the -- I have no way of
12 knowing because the boxes fell over, so I don't know
13 which boxes they stepped on and which boxes -- you
14 know, they may have been stepping on empty boxes for
15 all I know, but I don't know which boxes they stepped
16 on, so I have really no way of knowing.

17 Q. And it looks like you wrap your items in
18 bubble tape sometimes?

19 A. Yes.

20 Q. Sometimes in newspaper, sometimes in cloth,
21 sometimes in plastic?

22 A. Whatever I had in the bags.

23 Q. Okay. Page 2 are all items that were
24 broken; is that right?

25 A. Yes.

1 Q. Now, how many boxes fell? Do you recall
2 more than one box falling?

3 A. Oh, yeah. It was like if you consider --
4 maybe -- I'm just estimating between 60 and 100
5 probably.

6 Q. Between 60 and 100 boxes fell?

7 A. Yes.

8 Q. Okay.

9 A. Well, actually, the bottoms wouldn't have
10 fell. They would have just stayed where they were.
11 But if heavy stuff above there fell on those boxes when
12 the boxes fell over, then, you know. Not everything
13 broke. That's -- you know, not everything broke.

14 Q. I'm trying to understand how the boxes
15 would -- what would make the boxes fall?

16 A. The wall got wet and the -- it was raining
17 in my garage. There was not just a bubble in one spot.
18 That whole beam across was running water for like -- I
19 want to say it was four or five hours.

20 Q. Okay. And you think that the rain from
21 above, did it knock boxes off the top or what?

22 A. I think the boxes got soft and fell. You
23 know, there was heavy stuff in the boxes, not in all of
24 them, but some of this stuff is heavy stuff.

25 Q. It looks like your garden equipment rusted,

1 like your shovel and your shears.

2 A. Yeah.

3 Q. When did those -- when did those things
4 rust?

5 A. I don't know. Like, before I took the
6 pictures. Now, see, now I know how -- Okay. No, but
7 really, that's what happened. They -- I don't know
8 these things.

9 Q. Okay. If you don't know, just say you don't
10 know?

11 A. Yes, like...

12 Q. Look at page 14 for me. This is pictures of
13 a rug. Is this one of the Persian rugs?

14 A. Yes.

15 Q. And in looking at the top left-hand corner,
16 looks like the edges are all --

17 A. Yeah. This was from -- this was outside
18 after we pulled it out of the garage. It was like --
19 it was just coming apart. The sides were coming off of
20 it.

21 Q. Okay. And, obviously, the rug was not in
22 this condition at the time of the leak; is that right?

23 A. No, no.

24 Q. Do you know how many months or years it took
25 for it to get in that condition?

1 A. I mean, this happened after the leak.

2 Q. But do you know how many months or years it
3 took for the rug to get in the condition that --

4 A. Oh, to get like that?

5 Q. Yes, ma'am.

6 A. I don't know because I don't know when I
7 pulled it out of the garage, but I'm just estimating --
8 well, it had to be summertime or close to summertime,
9 anyway.

10 Q. Okay. So do you believe that you took this
11 photograph in 2014 of the rug?

12 A. I mean, it's possible I didn't take the
13 picture until I was getting ready to enter it, but I
14 really don't know because -- you-all really should have
15 people enter their dates on things when they take the
16 picture or when -- yeah, when the picture is actually
17 taken because I just don't know.

18 Q. All right. And if you look at page 20, on
19 page 20 and 21 there's a set of, looks like, some
20 outdoor patio furniture maybe?

21 A. Yes.

22 Q. Is that outdoor patio furniture?

23 A. That actually was kids' furniture that I had
24 stored toward the front of the garage, so I think that
25 something either from garden equipment or something got

1 to it because you can see holes in the bottom of it.

2 Q. What holes are you talking about?

3 A. Like, see this chair right here?

4 Q. You're looking at picture 6409, and I see
5 rust on the bottom. And were these just sitting in the
6 garage for years after the leak?

7 A. I don't remember. I don't remember when I
8 would have taken them out.

9 Q. Okay. But were they rusted at all before
10 the leak?

11 A. They could have had maybe a slight bit of
12 rust, but I think I bought these when my daughter
13 was -- my youngest daughter was young, so I wouldn't
14 think they would have had very much, maybe just a
15 little.

16 Q. Okay. And how about the garden equipment,
17 was any of the garden equipment rusted before the leak?

18 A. I'm trying to think what I had. I don't
19 think so, but maybe possibly the hedge trimmers.

20 Q. Okay.

21 A. Because I did use those a good bit.

22 Q. Okay. Looking at page 21 we were just
23 looking at, there is a picture of 149.95 for a chair.
24 Do you see that?

25 A. Uh-huh.

1 Q. Was that the price you got for these blue
2 chairs?

3 A. Yes.

4 Q. And if you would look at page 26.

5 A. I think I'm mixing these up as far as the
6 order of them. Twenty-six. You'll have to take it
7 back to the beginning. Okay.

8 Q. Looking at 26, those are all items that were
9 broken either when the boxes fell or the firemen
10 stepped on them?

11 A. Right.

12 Q. Okay.

13 A. I have no way of knowing if the firemen did
14 it or -- I'm just telling you straight up I don't know
15 because --

16 Q. You know what I'm going to ask you to do?
17 When you finish, would you just flip them over like a
18 book like that?

19 A. Okay.

20 Q. Thank you.

21 All right. Looking at page 27. You might
22 have just passed it. Is this lamp broken?

23 A. The -- I think there's a piece of glass that
24 was broke on it and also the finial got bent or -- I
25 don't know if it's the finial, but the little part

1 under there was bent, the -- I don't know what you call
2 that, but it's underneath the finial.

3 Q. Okay.

4 A. I probably should have taken another picture
5 of that, but I didn't.

6 Q. I'm also going to ask you to go back one to
7 page 26. There's a clown in the top right corner.
8 What is wrong with him?

9 A. You see the white on the front of him and
10 the white on the base? It's pieces are chipped off.
11 That's a plaster clown. Oh, yeah, it's in this photo
12 also.

13 Q. Okay. All right. Now, starting at page 27,
14 there's a striped shirt. Are we getting into the
15 clothes that your daughter put in the attic in the
16 bags?

17 A. I don't really know. I don't know where it
18 was.

19 Q. Okay. And these are men's clothes looking
20 at page 27 and 28, 29?

21 A. Some of those are, yeah.

22 Q. And whose clothes are those men's clothes?

23 A. Those were my husband's clothes, and that
24 striped shirt was his, too, but the orange pants
25 weren't.

1 Q. The orange pants, on page 29, what happened
2 to those?

3 A. They got mold.

4 Q. Okay. Is that the black stuff? That was
5 mold?

6 A. I guess so. I'm not a mold expert. I just
7 know what it's supposed to look like.

8 Q. And the men's shoes, were those your
9 husband's shoes?

10 A. Where are they?

11 Q. I thought I saw some on page 32.

12 A. Thirty-two.

13 Q. Right in the middle of the page on the
14 left-hand side.

15 A. Oh, that was -- I think -- that was an
16 example of -- or was it? That was the -- since that
17 was a stock photo, that was the closest example I could
18 get to the shoes above there.

19 Q. Okay. And if you'd flip to page 62 for me.
20 These are -- whose books are those?

21 A. Those were my husband's books.

22 Q. Okay.

23 A. No. Those were -- those were encyclopedias.
24 Those were our books.

25 Q. Those were what? Oh, your books.

1 A. Our books, yeah.

2 Q. Okay.

3 A. He took very little when he left.

4 Q. Okay. And the pants on the bottom
5 right-hand corner, are those children's clothes?

6 A. I think they are. I'm not positive, but I
7 think they are. I mean, if I matched it to the -- I
8 really don't know, but I think they are.

9 Q. And did the clothes --

10 A. Yes, they are because that's them again.

11 Q. You're looking at page what?

12 A. It's the same one, 63.

13 Q. Okay. And did the clothes that got damaged,
14 those included your kids' clothes from when they were
15 young?

16 A. Yes.

17 Q. They wouldn't fit in those clothes anymore.

18 A. Right. Well, my -- the one daughter who is
19 23 now, she was really, really petite up until the last
20 couple years, so she could wear like a 14 still until
21 recently. I know you don't know what a 14 is, but in
22 girls' clothes, it's like a large or extra large.

23 Q. If you flip up to page 89.

24 MS. MULLIS: Eighty-nine?

25 MR. WHELAN: Yes.

1 Q. Whose shoes are we looking at on page 89?

2 A. Those are my daughter's shoes. Those are
3 Justice brand, I'm pretty sure.

4 Q. Okay. Looks like a couple different pairs,
5 maybe three different pairs on this page, but I'm not
6 sure.

7 A. On 89?

8 Q. Yes, ma'am.

9 A. I think -- I think the second, third,
10 fourth, fifth and sixth picture are one shoe, and the
11 first picture is different.

12 Q. And those are which daughters' shoes?

13 A. My youngest.

14 Q. Okay. And do you know how old these shoes
15 were?

16 A. Probably -- be probably just a couple years
17 or so. Not very old.

18 Q. Are they all ripped up?

19 A. No. They're -- the edges of the shoes are,
20 I guess what they call, ragged, and the other ones are
21 vinyl, so they -- they don't hold up well in water.

22 Q. Now, when your daughter originally bagged up
23 these clothes and put them in the attic, was the idea
24 to get them cleaned at some point?

25 A. I think really it was like to just, you

1 know, get them put somewhere so I could address them
2 later because I was busy and I was sick. I was taking
3 care of my uncle. I was helping my daughter with her
4 school stuff and, you know, I just asked her to help me
5 to do something with them.

6 Q. Okay. Looks like there is some kids' books
7 starting at page 143.

8 A. Okay.

9 Q. And where were these books stored?

10 A. They were in the -- they were in the garage,
11 I think, but they were possibly on the floor or they
12 might have been in bags or boxes. I don't know.

13 Q. Okay. Then it looks like some adult books
14 beginning around page 158. Were these your husband's
15 books?

16 A. Yes. He was an avid reader.

17 Q. He was the one reading Tom Clancy and Mark
18 Kuntz?

19 A. He -- you know, he would read a book a
20 night, not like a speed reader, but what I call almost.

21 Q. And these were items that he left after the
22 divorce?

23 A. Yeah.

24 Q. Were these in bags in the attic as well?

25 A. The books?

1 Q. Yes, ma'am.

2 A. I don't think so, but I don't know for sure.

3 Q. Okay. On page 203, there's some shoes
4 there. Are those -- whose shoes are those?

5 A. Those are -- honestly, I can't tell whose
6 those are. The first four photos are the same shoes,
7 and they must have been -- I'm taking a guess that
8 maybe they were cheerleading shoes. That's what they
9 look like. My daughter was a cheerleader.

10 Q. Okay. Flip to 221, please. What is the two
11 photographs at the top of the page; what is that?

12 A. Oh, that's one of those -- it's a medallion
13 that goes in the ceiling mostly like houses like this,
14 Victorian style.

15 Q. Okay.

16 A. And it's supposed to be white, but it
17 yellowed.

18 Q. Okay. And where was that stored?

19 A. In the garage.

20 Q. Do you know when it yellowed?

21 A. No, I don't.

22 Q. Now, all the ties that are pictured, are
23 those all your husband's old ties?

24 A. Yeah, they would definitely be his. Where
25 are they?

1 Q. There are several that I sort of just
2 skipped over.

3 A. Oh, okay. Yes, all those were his.

4 Q. On page 238, there's a broken M&M?

5 A. Right.

6 Q. And then what's the thing next to the broken
7 M&M?

8 A. That's a Murano glass clown paperweight.

9 Q. Okay.

10 A. Believe it or not, those little things are
11 expensive, anything that's Murano.

12 Q. And you had that stored in bubble tape?

13 A. I don't know if it was in there.

14 Q. Looks like it.

15 A. Well, it's in there there, but that doesn't
16 mean it was in there then. It might have been in
17 newspaper.

18 Q. Okay. Would you have placed it in bubble
19 tape after it was broken?

20 A. Possibly if I -- I was just grabbing at
21 stuff to rewrap.

22 Q. Okay. And did you save this? Do you still
23 have that now?

24 A. The Murano?

25 Q. Yes, ma'am.

1 A. No.

2 Q. What did you do with it?

3 A. I threw it away. It was -- that kind of
4 glass breaks into tiny slivers, so it's not something
5 you keep.

6 Q. And did you throw away all of the clothes?

7 A. I think I threw away everything except maybe
8 some stuff that I thought I could get the stains out
9 of.

10 Q. Okay.

11 A. And there's actually something you can use
12 to get stuff out, but I'm not sure it would work on
13 that kind of stuff.

14 Q. So you still haven't tried yet on those?

15 A. No.

16 Q. All right. Now, at page 261 through 267,
17 there are a lot of boxes. It looks like maybe
18 Christmas ornaments or something?

19 A. Yes, they are.

20 Q. It looks like the boxes are damaged; is that
21 right?

22 A. Yeah, the boxes. And I actually had some
23 that the boxes were damaged, but the items weren't
24 broken, but if the box is damaged, that's the most
25 value of the item is having it boxed.

1 Q. Okay. And where you had broken items, you
2 took pictures of the broken items; correct?

3 A. Yes.

4 Q. Where you had -- where the items were intact
5 but the boxes were damaged, you took pictures of the
6 boxes; true?

7 A. I don't think so. I think I only -- I think
8 I just kept those but just didn't claim them.

9 Q. So looking at -- are you on page 261?

10 A. Okay.

11 Q. So there are -- what's at the top right-hand
12 corner of 261?

13 A. I don't know, but it -- it looks like it
14 might be an ornament. I really don't know.

15 Q. Do you know whether the ornament was damaged
16 or whether it was just the box?

17 A. Well, I wouldn't have sent a picture in if
18 it was just a box because if it was just the box, I
19 just either, you know, threw the box away or kept the
20 item and didn't claim it.

21 Q. Okay. So looking at page 261, 262, 263,
22 264, 265.

23 A. Oh, so I see what you're saying.

24 Q. 266 and 267, they're photographs of boxes
25 that are damaged?

1 A. Boxes.

2 Q. But not the ornaments.

3 A. Right. So the ornaments were damaged, but I
4 didn't think about that. I did not -- I just took a
5 picture of the box. But if I took it out of the box
6 and it was damaged, then I took -- then what I'm saying
7 is I claimed it if the item was broken. You know what
8 I'm saying?

9 Q. Let me see if I do. So you had a box of
10 Christmas ornaments, I assume.

11 A. Yes.

12 Q. Or a bag.

13 A. Uh-huh.

14 Q. And --

15 THE WITNESS: I think you're not listening,
16 but you are.

17 MS. MULLIS: Right.

18 BY MR. WHELAN:

19 Q. And you open the bag of ornaments and you
20 pulled one out, and you took a picture of the box?

21 A. This must have been when I was getting
22 really tired because just because you see the box does
23 not mean the ornament is damaged.

24 You see what I'm saying?

25 MS. MULLIS: Uh-huh. I've seen all the

1 pictures, I promise.

2 A. I just -- this never occurred to me, but I
3 can tell you that 80 percent of the value or 75 percent
4 of the value is in having the box with the ornament.

5 Q. Okay. So let me -- because that's where I
6 thought we started and then --

7 A. Yeah.

8 Q. -- I think I miscommunicated with you. So
9 is it the case then that where you just took a picture
10 of the box, the reason you did it was not because the
11 ornament was damaged, but was because the box that the
12 ornament was stored in was damaged?

13 A. Well, I see what you're saying, but I would
14 not -- if it was just the box, I would just not claim
15 it, so the fact that the box, that I took a picture of
16 it and added it meant the ornament was damaged, but I
17 just never -- it never occurred to me to...

18 Q. Okay. So all the boxes that you took
19 photographs of contained damaged ornaments inside them;
20 right?

21 A. Correct.

22 Q. But you did not take photographs of the
23 damaged ornaments.

24 A. Right.

25 Q. Do you still have those ornaments?

1 A. No.

2 Q. Now, looking at page 267 and 268, is that
3 ribbon?

4 A. That's ribbon.

5 Q. And was that molded or what?

6 A. Yes. There's actually not a lot left there,
7 but some of this was used to make hair bows for
8 cheerleaders or it was used to make, you know,
9 Christmas gifts.

10 Q. Was that from back when your daughters were
11 cheerleading?

12 A. The little one cheered for a little while,
13 but the older one, the 23-year-old is the one, she was
14 cheerleading in middle school, and then they did -- she
15 did cheer for a competition team where they went to
16 Jacksonville and Atlanta and Charlotte. They went all
17 over the place.

18 Q. At page 268 there's a picture of a clown
19 holding a ladder?

20 A. Right.

21 Q. And what are you depicting with these
22 photographs?

23 A. What do you mean?

24 Q. What are these -- how was the clown damaged?

25 A. Oh. It wasn't a lot of damage, so I do

1 still have him, but I -- I think he's not worth
2 anything. I mean, he's worth something, but these
3 clowns are very rare, and his -- I don't know if it's
4 his left or his right. It's his left forefinger is
5 broken off.

6 Q. Okay.

7 A. And just that alone makes him not -- and
8 also very hard to repair, so I think it's made out of
9 porcelain, if I'm correct.

10 Q. Is his finger -- is his severed finger
11 depicted on page 269 at the top right-hand corner?

12 A. Yes. Yes, that's it.

13 Q. Now, do you know whether this clown was in
14 the attic or in the garage before you took the
15 photograph?

16 A. Oh, he wouldn't have been in the attic, no.

17 Q. When did you find his finger was broken?

18 A. Before I took the picture.

19 Q. Can you tell me whether it was --

20 A. I just really don't know.

21 Q. Can you tell me whether it was 2014, 2015,
22 2016 or 2017?

23 A. It would have probably been, I'm just
24 guessing, two thousand and -- two thousand and -- Hmm.
25 Maybe it was 2016. I don't know. It could have been

1 2017. I'm really guessing, I swear.

2 Q. Okay. Now, looking at page 284, the bottom
3 of the page, what are we looking at there?

4 A. 284?

5 Q. Yes, ma'am.

6 A. That is some wallpaper I had.

7 Q. Okay.

8 A. That was in the garage, and I think I bought
9 that intending to do my dining room with, but I can't
10 even tell if these are the same rolls. I think it's --
11 I think it's the same three rolls.

12 Q. Okay. And how were those damaged?

13 A. I opened the end of one roll and it was --
14 the wallpaper glue had stuck to itself, and when I went
15 to pull it back, I knew that it was not going to -- the
16 wallpaper facing was going to come off.

17 Q. Okay. Do you know what caused that?

18 A. Water, I mean, being -- being so wet for so
19 long.

20 Q. How old were these rolls of wallpaper?

21 A. I had bought those a while back, like -- I
22 don't know. Probably -- I have no idea. Years.

23 Q. Okay. Can you be any more specific? It's
24 okay if you can't. I'm just asking.

25 A. No, not really.

1 Q. All right. Page 285, is this a Santa coat
2 or something like that?

3 A. A Santa Claus.

4 Q. And was he molded, moldy?

5 A. I think so. His white -- what looks -- is
6 supposed to be white is dirty looking.

7 Q. What are the pieces of paper on that, on
8 page 285?

9 A. I think that might have been my receipt from
10 the wallpaper.

11 Q. Okay.

12 A. If it is, then it was maybe in a bag with
13 the wallpaper, and so I was just showing it.

14 Q. All right. 286, are those more ornaments?

15 A. Yes.

16 Q. And were those ornaments broken or just the
17 boxes?

18 A. It would have been the ornaments. I didn't
19 turn them in if they weren't broken.

20 Q. Okay. Is there a train set?

21 A. It's -- it's a little -- it's just like a
22 little Christmas decoration you set on a shelf. It's
23 not as big as it looks there.

24 Q. Okay.

25 A. I mean, it looks like a big train set, but

1 it's not.

2 Q. And how was that damaged?

3 A. I think there were just pieces chipped off
4 of it. It was -- what do they call that material?
5 It's like bisque or something. It breaks if you look
6 at it.

7 Q. I thought bisque was soup.

8 A. Well, or biscuit soup. Bisque.

9 Q. And whose dolls are these?

10 A. Those were my dolls, not my girls' dolls,
11 but -- There's more ornaments.

12 Q. This is --

13 A. You can see this one ornament. I'm sorry.
14 You can see this one, but that's the only one that I
15 can see. That's one of those like anniversary
16 ornaments or something like a 2000 or some special
17 year.

18 Q. Are you looking at page 288?

19 A. Right.

20 Q. In the middle of the page on the left?

21 A. Yes.

22 Q. And, of course, these boxes with the
23 ornaments, they are packaged to protect the ornaments,
24 aren't they?

25 A. Right.

1 Q. And you kept the original packaging for all
2 of the ornaments; correct?

3 A. No. Like --

4 Q. Let me make sure we understand each other.

5 A. Okay.

6 Q. So the boxes that are 80 percent of the
7 value that the ornaments are in have methods within
8 them to protect the ornaments from damage, correct,
9 whether that's bubble tape or plastic or whatever the
10 manufacturer uses; right?

11 A. I guess so, yes.

12 Q. You did not remove any of that from these
13 ornaments, did you?

14 A. I threw the boxes away. I mean if
15 they're --

16 Q. Let me be more clear. Before the leak
17 occurred, when you had these ornaments in the boxes,
18 they were in their original stuffing; right?

19 A. They were in the box, yes.

20 Q. Okay. Now, what is this stained glass
21 window on page 288 and 289?

22 A. That's what it is. It's a stained glass --
23 it's actually -- I guess you can hang it on a wall or a
24 window.

25 Q. Where did you get it from?

1 A. I believe I might have bought that at
2 like -- I want to say TJ Maxx or somewhere. I don't
3 know.

4 Q. And where did you store it?

5 A. In the garage.

6 Q. And how was it stored?

7 A. It's possible it was just laying up against
8 the wall. I really don't know.

9 Q. Do you recall what position it was in when
10 you found it after the leak?

11 A. No.

12 Q. And what happened to it?

13 A. Oh, it's -- it's cracked. I think the metal
14 might have been bent around it also, but it had some
15 cracks in it.

16 Q. Could you circle those for me?

17 A. The cracks?

18 Q. Yes, ma'am.

19 A. Oh, I don't think I can see them.

20 Q. Okay. Where was the metal?

21 A. I'm showing the right-hand corner, so
22 it's -- it has a metal frame around it.

23 Q. Do you know whether it could be repaired?

24 A. I mean, like, you can repair stained glass
25 if you remove the pieces, the individual pieces, but

1 that's too much work and too expensive to try to do.

2 It's probably just not worth doing.

3 Q. Have you made any efforts to determine if
4 that stained glass window can be repaired?

5 A. No. I threw it away because it was -- there
6 were -- there were several pieces of glass broken. You
7 have to take something like that to a stained glass
8 specialist.

9 Q. All right. Page 293 and 294 have one or
10 more decapitated clowns. How many clowns are we
11 looking at on page 293 and 294?

12 A. I am never collecting clowns again. No. I
13 have enough clowns. But, you know, sometimes you
14 collect things and later you're like, What was my
15 attraction to that? And different people get stuck on
16 different things, but...

17 Q. So what is -- how many clowns are we looking
18 at on page 293?

19 A. The first four pictures --

20 MS. MULLIS: It's not the clowns. It may be
21 more the question.

22 A. It's -- the first four pictures are one
23 clown.

24 Q. Okay. And what happened to that clown?

25 A. His hat and his -- down through his hair has

1 got a big crack in it.

2 Q. Okay. Anything else?

3 A. That's -- I don't know. Let me see. No. I
4 mean, it might be, but I don't see anything. That's
5 what I see.

6 Q. And when did you discover the damage to that
7 clown's hat? Can you give me a year?

8 A. A year? Possibly -- I really -- see, you're
9 asking me these questions, and you're going to hold me
10 to this later, and I don't -- I have learned one thing
11 out of this. Don't buy anything, just don't buy
12 anything.

13 Q. No, ma'am. Listen, I want to be very clear,
14 and I think we've talked about this, but if you don't
15 know the answer, all you have to do is say you don't
16 know.

17 A. And I don't, but, at the same time, like, it
18 would have been -- see, I'm going brain dead now. You
19 asked me when did I find that it was broken. It was at
20 least by November of 2017.

21 Q. Okay. Look at page 295 for me. What is at
22 the bottom of this page?

23 A. Oh, that's some pots that are very hard to
24 find. It's the lids. They used to sell these at
25 Piggly Wiggly, and you can hardly get them anymore.

1 Q. What happened to the lids?

2 A. They -- they broke, and when they -- when
3 they break -- See the black part? The black part has
4 like three little feet on it that rest on the lid, and
5 if one of those gets broken, it's no good because it
6 won't sit right and it won't attach right.

7 Q. And so the black parts are what's broken in
8 these photographs?

9 A. It's -- like here's one that's together.

10 Q. You're looking at the middle picture on the
11 right-hand side of page 295.

12 A. Uh-huh. And then the black pieces here that
13 go underneath or -- it goes on top of the glass. Like
14 here's the next page.

15 Q. You're looking at page 296 at the top left
16 corner.

17 A. These pieces right here were broken.
18 They're supposed to be -- like come out flat. You can
19 even see that the middle part is broken.

20 Q. Okay. Now, were these stored disassembled,
21 these pot lids?

22 A. No. They were assembled.

23 Q. So when you took the photographs on page
24 295, you took them apart.

25 A. Right, so that you could see the different

1 parts and you could see how many lids -- knobs there
2 were. These are the knobs, actually.

3 Q. All right.

4 A. So these are the lids, this is one totally
5 together, and then this is the pieces when it's taken
6 apart.

7 Q. Okay. And you believe that when these --
8 these lids, were they inside boxes, the lids?

9 A. I think I would have probably had those in a
10 box and not a bag.

11 Q. Okay. And a box fell during the leak and
12 that caused the black part of the lids that were all
13 screwed together to break; correct?

14 A. Right. And I do want to say I have many of
15 these lids that did not get broken.

16 Q. Okay. Is there a colander on page 296?

17 A. It is.

18 Q. Is that one or two?

19 A. It's just one.

20 Q. What happened to that?

21 A. See how the second picture on the top right,
22 it's bent? The piece -- the piece actually separated
23 from the -- that's the base. This is the base. It was
24 attached here.

25 Q. So looking at the middle right picture on

1 page 297, this is the colander?

2 A. I set it back on the base to show what it's
3 supposed to look like, but it was bent and -- bent and
4 detached.

5 Q. Okay. And then page 2 -- bottom of page
6 297, is that a broken cooler?

7 A. No. That is an M&M cookie jar.

8 Q. How big is the cookie jar?

9 A. It's -- it's not that big. It's -- I don't
10 know. It's probably five by five, just not big, but
11 not small.

12 Q. And what was it made of?

13 A. What is that material? I think it's like
14 ceramic. It's similar to ceramic or it might be
15 ceramic.

16 Q. Okay. And then page 298 has a birdcage?

17 A. Right.

18 Q. And what happened to the birdcage?

19 A. Something fell on it.

20 Q. Okay.

21 A. And it's rusted. I think some of that rust
22 may have come from sitting it outside, but I can't be
23 sure.

24 Q. All right. And if I look at the middle
25 picture on the left-hand side, I see a dent at the

1 bottom of the birdcage.

2 A. Right.

3 Q. Is that where you say something fell on it?

4 A. Yes. And I don't know what fell on it and I
5 don't know when it fell on it.

6 Q. Okay. What is at the top of the page 299?

7 A. Those are things that were in the birdcage.
8 On the left are perches, and on the right are ladders.

9 Q. What is on page 304? Is that a shop vac?
10 Yeah, it's a shop vac, isn't it?

11 A. That's a Rainbow vacuum cleaner.

12 Q. Okay. And how is it damaged?

13 A. I plugged it in after that, and it wouldn't
14 work.

15 Q. Okay. Did you -- how long had it been in
16 the garage?

17 A. You mean before the damage?

18 Q. Yeah, let's start with before the damage.

19 A. I probably kept that out there --

20 Q. Okay.

21 A. -- before the damage.

22 Q. And how long was it in the garage before you
23 plugged it in?

24 A. After the damage, I don't know. Maybe a
25 year or two.

1 Q. And did you take any steps to see if it
2 could be repaired?

3 A. No. It actually belonged to my mom, and
4 so...

5 Q. Was that your primary vacuum or did you have
6 a different vacuum?

7 A. No. I have two other vacuums.

8 Q. All right. When would you use that Rainbow
9 vacuum, if ever?

10 A. Only time I've -- I've really used it, if I
11 was trying to clean one of the rugs.

12 Q. Okay. Looks like there's some roller
13 skates.

14 A. Yeah. Those were my skates I got for my
15 12th birthday.

16 Q. Okay. How were they damaged?

17 A. See how the leather is coming off? And I
18 think there were parts of the wheels that were rusted.

19 Q. There's some pictures of clowns at page 320,
20 321. How were they damaged?

21 A. The -- these were like, I think, watercolor
22 paints, and they -- the frames look like they were
23 damaged too, so I can't -- I can't really tell from
24 this, but yeah, I think the frame is supposed to be all
25 gold, and I guess it was chipped, the frame was

1 chipped, and the paintings were wet. I believe you can
2 see some mold on them.

3 Q. All right. There's a lamp at page 336?

4 A. 336?

5 Q. Yes, ma'am.

6 A. Okay.

7 Q. And what happened to that lamp?

8 A. It wouldn't work after that. I plugged it
9 in, but it wouldn't -- there was some sort of a problem
10 with the wiring, and I don't know if there was -- the
11 shade was damaged. The lamp, it seems like there were
12 some chips out of it.

13 Q. Can you see any of those chips in the
14 photograph?

15 A. Let me see if there's another page. I
16 can't -- I can't see any, but I don't have -- I don't
17 have a magnifying glass, so I can't.

18 Q. Okay. I think that's all the questions I
19 have for you concerning those photographs. You can put
20 those to the side.

21 A. Okay.

22 Q. Have you ever spoken with anyone other than
23 your attorney concerning the statute of limitations?

24 A. On this claim?

25 Q. Yes, ma'am, or on anything, frankly.

1 A. Like, I mean, my family knows about this.
2 They know that I submitted the stuff and what went from
3 there.

4 Q. Okay. And let me rephrase that then. Prior
5 to the filing of this lawsuit, did you talk with anyone
6 other than your attorney concerning the statute of
7 limitations at any time?

8 A. You mean whether the statute of limitations
9 had passed or --

10 Q. Did you know what the statute of limitations
11 was before?

12 A. Oh, no, I did not know.

13 Q. All right.

14 A. If I had, I wouldn't be here now.

15 Q. Okay. And did you talk with anyone at State
16 Farm concerning the statute of limitations at any time?

17 A. No. Like I said, I just assumed that since
18 she told me about the opening of the claim, that she
19 would tell me if the claim was coming near the closing.

20 MR. WHELAN: I think that's all I have for
21 you, but I'd like to take just five minutes and look
22 through my notes.

23 THE WITNESS: Okay.

24 (Recess taken.)

25

1 BY MR. WHELAN:

2 Q. Okay. So, I just have a few more questions
3 for you, Miss Hoffman. I was looking at Exhibit 4,
4 which is the highlighted phone list, and the first page
5 has, looks like, a five-minute phone call to State Farm
6 from you, is that right, on March the 22nd of 2017?

7 A. It could have been.

8 Q. And if you called State Farm for five
9 minutes or less, would that be you leaving a message
10 with State Farm?

11 A. No. That would have been too long.

12 Q. Looking at the next page, the second page,
13 on Exhibit 4, at the top there's a four-minute call
14 from you to State Farm; is that right?

15 A. Now, that's -- I mean, it's possible that
16 that was, you know, recording or something, but I don't
17 know. Four minutes is -- we may have talked. I --
18 when she said on here that she talked to me in March, I
19 don't remember like if -- if I talked to her once,
20 twice, three times. I just remember parts of the
21 conversation. I don't remember, you know, the dates or
22 anything.

23 Q. Okay. And then the second one on the second
24 page that you have highlighted is another four-minute
25 call to State Farm on April 1st. Do you know if that

1 was you leaving a message?

2 A. It could have been. Like I say, with it
3 being four minutes, like, I mean, I could have been put
4 on hold for that long and maybe -- because I do
5 remember a couple of times not getting her and calling
6 back and talking to somebody at a switchboard or
7 something, so I don't know if I couldn't reach her and
8 maybe they suggested I call back or they could get
9 somebody else to help me or what. I don't remember.

10 Q. Okay. And then the third line that you have
11 highlighted is a call that you made -- I'm sorry. This
12 is an incoming call to you for 19 minutes that you have
13 highlighted; is that right?

14 A. Yes.

15 Q. Okay. And then turning to the third page,
16 you have highlighted two entries from August the 6th;
17 is that right?

18 A. Right.

19 Q. Okay. And those were two one-minute calls?

20 A. It was probably me leaving a message.

21 Q. Okay. Do you know whether you could leave a
22 message in less than a minute?

23 A. It depends on if -- if it went -- I mean, I
24 don't know. I mean, I think so. It's -- unless I
25 called another number, but I don't remember -- I

1 remember talking to somebody one time, but I remember
2 thinking I wanted to talk to her, so...

3 Is that '16? Oh. '16.

4 MR. WHELAN: Okay. I think that's all the
5 questions I have for you. Thank you very much.

6 THE WITNESS: Okay. You're welcome.

7 MS. MULLIS: I don't have any questions.

8 (The deposition concluded at 4:45 p.m.)
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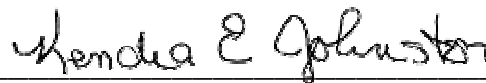
C E R T I F I C A T E

STATE OF SOUTH CAROLINA:
COUNTY OF CHARLESTON:

I, Kendra E. Johnston, Registered Professional
Reporter and Notary Public, State of South Carolina at
Large, certify that I was authorized to and did
stenographically report the foregoing deposition of
Saundra R. Hoffman; and that the transcript is a true
record of the testimony given by the witness, and was
sworn as such.

I further certify that I am not a relative,
employee, attorney or counsel of any of the parties, nor
am I a relative or employee of any of the parties'
attorney or counsel connected with the action, nor am I
financially interested in the action.

WITNESS MY HAND AND OFFICIAL SEAL this 23rd day
of September, 2019, in the City of Charleston, County of
Charleston, State of South Carolina.



Kendra E. Johnston, RPR,
CRR and Notary Public
My commission expires:
August 24, 2022



1 ERRATA SHEET

2 In Re: Saundra R. Hoffman v. State Farm

3 Fire and Casualty Company

4 *****

5 I have read the transcript of my deposition taken

6 September 16, 2019, and find no changes.

8 _____
9 (Saundra R. Hoffman)

10 *****

11 At the time of the reading and signing of the

12 deposition, the following changes were noted:

13 Page Line Change

19 _____
20 (Saundra R. Hoffman)

21 Sworn to and subscribed before me this ____ day of

22 _____, 20__, _____ County,

23 South Carolina.

24 _____, Notary Public.

25 My commission expires:_____.



Certified Policy Record

I, the undersigned, do hereby confirm that I am custodian of the records pertaining to the issuance of policies by State Farm Fire and Casualty Company.

I certify that the attached documents represent a true and accurate record of the terms and conditions of Policy Number 40-C9-5788-7 including any endorsements, if applicable, for the policy term(s) 02/19/2013 to 02/19/2014 and insuring HOFFMAN, JEFFREY DAVID & SAUNDRA RAYE based on available records.

The policy was in effect on the loss date of 01/08/2014.

A handwritten signature in dark ink that reads "Megan Vaught". The signature is written in a cursive style and is positioned above a horizontal line.

MEGAN VAUGHT

Underwriter

Date: 01/10/2019

State Farm Fire and Casualty Company

11350 Johns Creek Parkway
Duluth, GA 30098-0001

AT2 O-27- 1197-F343 H W F

001377 0001

HOFFMAN, JEFFREY DAVID &
SAUNDRA RAYE
503 TIMBERTRAIL CT
COLUMBIA SC 29212-0802



POLICY NUMBER	40-C9-5788-7
HOMEOWNERS AVAILABLE COVERAGE NOTICE	
SEE RENEWAL CERTIFICATE	

IT IS IMPORTANT THAT YOU OCCASIONALLY REVIEW THE COVERAGE S AND LIMITS IN YOUR HOMEOWNERS POLICY TO BE CERTAIN YOUR NEEDS ARE BEING MET. THE FOLLOW ING INFORMATION WILL ASSIST YOU IN THE REVIEW PROCESS.

THE COVERAGE LIMITS FOR COVERAGE A - DWELLING, COVERAGE B - PERSONAL PROPERTY, COVERAGE L - PERSONAL LIABILITY, AND COVERAGE M - MEDICAL PAYMENTS TO OTHERS ARE LISTED ON THE ACCOMPANYING RENEWAL NOTICE. PLEASE REVIEW THESE LIMITS TO DETERMINE IF THEY ARE ADEQUATE IN THE EVENT OF A LOSS.

THE FOLLOWING IS A **PARTIAL LIST** OF THE OPTIONAL COVERAGES YOU HAVE **NOT** ADDED TO YOUR POLICY. THEY MAY BE AVAILABLE TO YOU FOR AN ADDITIONAL PREMIUM.

- Building Ordinance or Law (higher limits)
- Business Property (for higher limits)
- Business Pursuits Liability (for teachers, school administrators, sales persons, and clerical workers)
- Child Care Liability (for those providing child care in their home)
- Earthquake
- Firearms (for broadened coverage and higher limits)
- Home Computers (for higher limits)
- Identity Restoration
- Incidental Business Liability (for those with an incidental office, studio, or school in the home)
- Jewelry and Furs (for broadened coverage and higher limits)
- Loss Assessment (for neighborhoods with Homeowners Associations)
- Nurses Professional Liability (for those in the nursing profession)

****Optional Coverages continued on the reverse side****

This notice contains only a general description of the coverages and is not a contract. All coverages are subject to the provisions in the policy itself. Should you have a need for any of these coverages or higher limits, contact your State Farm Agent to discuss details, cost and eligibility.

IMPORTANT INFORMATION ABOUT DAMAGE CAUSED BY FLOODING

This policy does not cover damage to your property caused by flooding. You may be eligible for such coverage through the National Flood Insurance Program ("NFIP"), if you live in a participating community. For more information, contact your State Farm® agent or visit floodsmart.gov.

Agent CHARLES PIERCY
Telephone (803) 788-1200

REP

Prepared DEC 27 2012

N 6582 401B I
109 Z0,U7,DR,NP,6I

THE FOLLOWING IS A **PARTIAL LIST** OF THE OPTIONAL COVERAGES YOU HAVE **NOT** ADDED TO YOUR POLICY. THEY MAY BE AVAILABLE TO YOU FOR AN ADDITIONAL PREMIUM.

Personal Injury (for your liability to others caused by certain acts of libel, slander, invasion of privacy, false arrest)

Silverware/Goldware (for broadened coverage and higher limits)

State Farm Fire and Casualty Company11350 Johns Creek Parkway
Duluth, GA 30098-0001

001377 0001 O-27- 1197-F343 H W F

HOFFMAN, JEFFREY DAVID &
SAUNDRA RAYE
503 TIMBERTRAIL CT
COLUMBIA SC 29212-0802ST1-
0208-G10001

Location: Same as Mailing Address

Loss Settlement Provisions (See Policy)A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B**Forms, Options, and Endorsements**

Homeowners Policy	FP-7955
Increase Dwlg up to \$62,020	OPT ID
Ordinance/Law 10%/ \$31,010	OPT OL
Jewelry and Furs \$1,500/\$2,500	OPT JF
Homeowners Policy Endorsement	* FE-3524
Back-Up Dwell/Listed Property	* FE-5706.4

*Effective: FEB 19 2013

RENEWAL CERTIFICATE

POLICY NUMBER	40-C9-5788-7
Homeowners Policy	
FEB 19 2013 to FEB 19 2014	

TO BE PAID BY MORTGAGEE

Coverages and Limits**Section I**

A Dwelling		\$310,100
Dwelling Extension	Up To	31,010
B Personal Property		232,575
C Loss of Use		Actual Loss Sustained

Deductibles - Section I

All Losses	1,000

Section II

L Personal Liability	\$300,000
Damage to Property of Others	500
M Medical Payments to Others (Each Person)	5,000

Annual Premium \$1,057.00**Premium Reductions**

Home Alert Discount	81.00
Home/Auto Discount	460.00
Claim Record Discount	337.00

Inflation Coverage Index: 269.4

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Zone: 54

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

*Thanks for letting us serve you. We appreciate our long term customers.***Agent** CHARLES PIERCY**Telephone** (803) 788-1200Moving? See your State Farm agent.
See reverse for important information.

Prepared DEC 27 2012

REP

N 6583 401B I
* Z0,U7,DR,NP,6I
014

Mortgagee: FIRST CITIZENS
MORTGAGE SERVICES DIVISION
ITS SUCC AND/OR ASSIGNS ATIMA
Loan No: 30015123

Your coverage amount....

It is up to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage limit at least equal to the estimated replacement cost of your home. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an Xactware estimate using information you provide about your home. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your home. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your home. Higher limits are available at higher premiums. Lower limits are also available, which if selected may make certain coverages unavailable to you. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your home.

IMPORTANT NOTICE . . . about your policy



Effective with this renewal, **HOMEOWNERS POLICY ENDORSEMENT (South Carolina), FE-3524** replaces endorsements **FE-5320, FE-5398, FE-5452, FE-5480, FE-5801, FE-5831, FE-7240.9** and changes your Homeowners booklet, **FP-7955**.

Some of these changes reduce, eliminate or broaden coverage. Other changes, although not intended to change coverage, could potentially reduce or eliminate coverage depending on how they are interpreted. In that regard, they should be viewed as either an actual or a potential reduction in coverage.

This notice provides a brief description of some of the changes. We encourage you to read your new endorsement and note the following changes:

REDUCTIONS IN COVERAGE OR LIMITS

- The Special Limits of Liability under Coverage B – Personal Property, has changed so the \$5,000 limit on electronic data processing equipment now applies to mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for reproduction of sound and standard media or non-media equipment used with any of these devices.
- There is no coverage under Coverage B – Personal Property, Property Not Covered for:
 - Videos or other media that may be used with equipment permanently attached to motor vehicles or other motorized land conveyances.
 - Data, sound or video that cannot be replaced with like kind and quality on the retail market that is transferred onto mobile communication equipment, global positioning systems or electronic devices used for the reproduction of video or sound.
 - Outdoor hardscape property used for aesthetic purposes, except as provided in Section I – Additional Coverages, item 3.
- Language is added to Coverage C – Loss of Use, Prohibited Use, to state when physical damage by a covered cause of loss occurs to property other than covered property located on the residence premises, we will pay the Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks. Coverage applies when access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage and the described premises is within the area, but not more than one mile from where the damaged property is located.
- Language is added to Section II – Additional Coverages, Claim Expenses to state that when we provide a defense against a suit, we will pay the costs taxed against you; however, such costs do not include attorney fees.
- Language is added to Section II – Conditions, Limit of Liability to state the coverage limit shown in the Declarations applies to the policy period during which the injury or damage first occurs and no additional coverage or limits will be available for the occurrence under any additional policy periods this policy remains in force.

POTENTIAL REDUCTIONS IN COVERAGE

- Language is added to the definition of “occurrence” to state that an accident must first result in bodily injury or property damage during the policy period. All bodily injury and property damage resulting from one accident, series of related accidents or from continuous and repeated exposure to the same general conditions is considered to be one occurrence.
- Lawns and artificial grass have been added to Coverage A, Property Not Covered, item 3. However, limited coverage is available under Section I – Additional Coverages, item 3.
- There is no coverage under Coverage B – Personal Property, Property Not Covered for:
 - Books or records of accounts receivable, abstracts or other journals, architectural or technical drawings, card index systems or other records.
 - Contraband, or any property used in the course of illegal consumption, possession, import, export or trade.

- Section I – Additional Coverage, Collapse, is revised to state coverage for collapse of a building caused by decay, deterioration, insect damage or vermin damage that is hidden from view is excluded if the hidden damage is known to an insured prior to the collapse.
- Language is added to Section I – Losses Not Insured to state there is no coverage for loss caused by flood, surface water, waves (including tidal wave, tsunami, and seiche), tides, tidal water, overflow of any body of water, or spray, or surge from any of these, all whether driven by wind or not. There is also no coverage for material carried or otherwise moved by any water described in the water exclusion.
- Section II – Additional Coverages, Claim Expenses is changed to state we will pay prejudgment interest, when owed by law, but only on the lesser of that part of the damages we pay or the policy's Coverage L limit.
- Language is added to Option OL – Building Ordinance or Law to state we will not pay for legally required changes to specific dwelling features, systems or components that have not been physically damaged by the Loss Insured.

BROADENINGS OR ADDITIONS OF COVERAGE

- Liability coverage is extended to include commercially manufactured 2, 3 or 4 wheeled personal conveyances powered by an unmodified motor of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.
- The Special Limits of Liability under Coverage B – Personal Property, has changed as indicated below:
 - The limit for property used or intended to be used for business has increased to \$1,500. The limit for such property away from the residence premises has increased to \$750.
 - The limit on watercraft, outboard motors, including their trailers, furnishings and equipment has increased to \$1,500.
 - The limit on trailers not used with watercraft has increased to \$1,500.
 - Limited property coverage up to \$500 is added for certain low-powered commercially manufactured personal conveyances.
- Language in Section I – Additional Coverages, Trees, Shrubs and Landscaping is added to cover live or artificial plants, artificial grass and hardscape property used for aesthetic purposes not permanently affixed to the realty. The coverage limit for any one outdoor tree, shrub, plant or hardscape item has increased to \$750.
- The coverage limit under Section I – Losses Insured, Coverage B – Personal Property, Sudden and accidental damage to electrical appliances, devices, fixtures and wiring has increased to up to \$1,500 for each damaged item.
- Section II – Additional Coverages, Claim Expenses, is revised to state the most we will pay for all reasonable expenses incurred by the insured at our request, including loss of earnings, is \$200 per day.

OTHER CHANGES

- Under Coverage B – Personal Property, Special Limits of Liability, gift certificates, gift cards, rechargeable debit cards, and phone cards are specifically listed along with securities, checks, and other negotiable instruments as being subject to a special coverage limit of \$1,000.
- Language is added to Section I and Section II Conditions, Premium, that describes when the premium is due, the rates the premium is based upon, and the effect this policy may have on other coverages obtainable from, or other premiums paid to, the State Farm Companies.
- A Section I and Section II Condition, Change of Policy Address, is added to state we may change the named insured's address in the Declarations and our records to the most recent address provided to us by you or the United States Postal Service.
- In the OPTIONAL POLICY PROVISIONS (if shown in the Declarations):
 - Option BP – Business Property – The coverage limit purchased with this optional provision now replaces the \$1,500 limit in the policy rather than the previous \$1,000 limit.

- Option HC – Home Computer – The coverage limit purchased now applies to mobile personal communication equipment, global positioning systems, and mobile personal electronic devices in addition to electronic data processing system equipment.



Please read endorsement **FE-3524** carefully and keep it with your policy. If you have any questions, please contact your State Farm® agent.

This message is provided for informational purposes only, and it does not change, modify or invalidate any of the provisions, terms or conditions of your policy, or any other applicable endorsements.



FE-3524 HOMEOWNERS POLICY ENDORSEMENT (South Carolina)

DEFINITIONS

Definitions 6. and 7. are replaced by the following:

6. **"motor vehicle"**, when used in Section II of this policy, means:
 - a. a land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 - c. a "recreational vehicle" while off an **insured location**. "Recreational vehicle" means a motorized vehicle designed for recreation principally off public roads that is owned or leased by an **insured**. This includes, but is not limited to, a motorized all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike and personal assistive mobility device. "Leased" does not include temporary rental;
 - d. a "locomotive" while off an **insured location**. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an **insured**. "Leased" does not include temporary rental;
 - e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle or road building vehicle that is owned or leased by an **insured** while off an **insured location**. "Leased" does not include temporary rental; and
 - f. any vehicle while being towed or pushed by or carried on a vehicle included in a., b., c., d. or e.

The following are not **motor vehicles**:

- a. a boat, camp, home or utility trailer not being towed or pushed by or carried on a vehicle included in a., b., c., d. or e. above;
- b. a motorized land vehicle in dead storage on an **insured location**;

- c. a motorized golf cart while used for golfing purposes;
- d. a motorized vehicle or trailer designed to assist the handicapped that is not designed for travel on public roads or subject to motor vehicle registration; or
- e. a commercially manufactured 2, 3 or 4 wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.

7. **"occurrence"**, when used in Section II of this policy, means an accident, including exposure to conditions, which first results in:
 - a. **bodily injury**; or
 - b. **property damage**;

during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents or from continuous and repeated exposure to the same general conditions is considered to be one **occurrence**.

Definitions 11. and 12. are added:

11. **"fungus"** means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or by-products produced or released by fungi.
12. **"State Farm Companies"** means one or more of the following:
 - a. State Farm Mutual Automobile Insurance Company;
 - b. State Farm Fire and Casualty Company; and
 - c. subsidiaries or affiliates of either a. or b. above.

SECTION I – COVERAGES

The following are added:

Valuation Clause. Concerning coverage against the perils of fire and lightning, we and you agree that the limit of liability shown for COVERAGE A - DWELLING on the **Declarations** is the value of the building described. This valuation is established for insurance purposes only.

This does not prevent the payment of an amount greater than the limit of liability shown for COVERAGE A - DWELLING on the **Declarations** when:

- a. you elect to replace the building; and
- b. **Option ID - Increased Dwelling Limit** is shown in the **Declarations**.

Building Under Construction. In the event of a total loss to the dwelling or any other building under construction caused by fire or lightning, our limit of coverage will not exceed the total value of the building at the time of loss.

COVERAGE A – DWELLING

Item 2., **Dwelling Extension**, is replaced by the following:

- 2. **Dwelling Extension.** We cover other structures on the **residence premises**, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

- a. not permanently attached to or otherwise forming a part of the realty;
- b. used in whole or in part for **business** purposes unless such use consists solely of use of office space for paperwork, computer work or use of a telephone, and consists solely of activities that are:
 - (1) duties of the **insured's** employment by another; and
 - (2) performed solely by the **insured**; or
- c. rented or held for rental to a person not a tenant of the dwelling, unless used solely as a private garage.

The following item is added to item 3. **Property Not Covered**:

- d. lawns or artificial grass, except as provided in **SECTION I – ADDITIONAL COVERAGES**.

COVERAGE B – PERSONAL PROPERTY

Special Limits of Liability is replaced by the following:

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins and medals, including any of these that are a part of a collection, and bank notes;
- b. \$1,500 on property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, while on the **residence premises**. This coverage is limited to

\$750 on such property away from the **residence premises**.

Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage;

- c. \$1,000 on securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
- d. \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
- e. \$1,500 on trailers not used with watercraft;
- f. \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;
- g. \$2,500 for loss by theft of firearms;
- h. \$2,500 for loss by theft of silverware and goldware;
- i. \$5,000 on electronic data processing system equipment, including but not limited to mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for the reproduction of sound, and standard media or non-media equipment for use with the above devices;
- j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging or other similar article; and
- k. \$500 on commercially manufactured 2, 3 or 4 wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include those not licensed for use on public highways which are designed for assisting the handicapped.

Item 2., **Property Not Covered**, is replaced by the following:

- 2. **Property Not Covered.** We do not cover:
 - a. articles separately described and specifically insured in this or any other insurance;
 - b. animals, birds or fish;
 - c. any engine or motor-propelled vehicle or machine, including the parts, designed for movement on land, except as provided in **Special Limits of Liability**, item k. We do cover those not licensed for use on public highways which are:



ST1-
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- (1) used solely to service the **insured location**; or
- (2) designed for assisting the handicapped;
- d. devices or instruments for the recording or reproduction of video or sound permanently attached to an engine or motor-propelled vehicle. We do not cover tapes, discs, wires, videos or other media that may be used with these devices or instruments while in the vehicle;
- e. aircraft and parts;
- f. property of roomers, boarders, tenants and other residents not related to an **insured**. We do cover property of roomers, boarders and other residents related to an **insured**;
- g. property regularly rented or held for rental to others by an **insured**. This exclusion does not apply to property of an **insured** in a sleeping room rented to others by an **insured**;
- h. property rented or held for rental to others away from the **residence premises**;
- i. any radio devices or transmitters, global positioning systems, radar or laser detectors, antennas and all other similar equipment permanently attached to an engine or motor-propelled vehicle;
- j. books or records of accounts receivable, abstracts or other journals, architectural or technical drawings, card index systems or other records. This exclusion does not apply to any recording or storage media for electronic data processing. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records;
- k. recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market;
- l. purchased or created data, sound or video that cannot be replaced with like kind and quality on the current retail market which is transferred or downloaded onto mobile communication equipment, global positioning systems or electronic devices used for the reproduction of video or sound;
- m. contraband, or any property used in the course of illegal consumption, possession, import, export or trade; or
- n. outdoor hardscape property used for aesthetic purposes except as provided in **SECTION I – ADDITIONAL COVERAGES**.

COVERAGE C – LOSS OF USE

Item 3., **Prohibited Use**, is replaced by the following:

- 3. **Prohibited Use.** We cover Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits your use of the **residence premises**, provided that:
 - a. direct physical damage occurs to any property, other than covered property located on the **residence premises**, arising from a cause of loss that would be a Loss Insured under this policy if the damage had occurred to property on the **residence premises**;
 - b. the **residence premises** is within one mile of property damaged by a cause of loss identified in 3.a. above; and
 - c. the action of the civil authority is taken in response to:
 - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;
 - (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
 - (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We do not cover loss or expense due to cancellation of a lease or agreement.

SECTION I – ADDITIONAL COVERAGES

Items 1., 3. and 11. are replaced by the following:

- 1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property. The following coverages and limits also apply:
 - a. When the amount payable for the property damage plus the debris removal exceeds the limit for damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, item 3. **Trees, Shrubs and Landscaping**.
 - b. We will also pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the **residence premises**, unless otherwise excluded. This coverage applies when:

- (1) the tree has caused a Loss Insured to Coverage A property; or
 - (2) the tree debris felled by windstorm, hail, or weight of snow or ice blocks:
 - (a) the driveway, on the **residence premises**, and prevents land motor vehicle access to or from the dwelling; or
 - (b) a ramp designed to assist the handicapped, on the **residence premises** and prevents access to or from the dwelling.
3. **Trees, Shrubs and Landscaping.** We cover outdoor:
- a. trees, shrubs, live or artificial plants, and lawns;
 - b. artificial grass; and
 - c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the **residence premises**, for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the **residence premises**), Vandalism or malicious mischief or Theft.

The limit for this coverage, including the removal of debris, shall not exceed 5% of the amount shown in the **Declarations** for COVERAGE A – DWELLING. We will not pay more than \$750 for any one outdoor tree, shrub, plant or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. We do not cover property grown for **business** purposes.

11. **Collapse.** We insure only for direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. perils described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**. These perils apply to covered building and personal property for loss insured by this Additional Coverage;
- b. decay, deterioration, insect damage or vermin damage, all that are hidden from view, of a:
 - (1) connector; or
 - (2) structural member of a building;
 unless the presence of such damage is known to an **insured** prior to collapse;

- c. weight of contents, equipment, animals or people;
- d. weight of ice, snow, sleet or rain which collects on a roof, porch or deck; or
- e. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of the construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, dock, trellis or antenna or its supporting structure is not included under items b., c., d. and e. unless the loss is the direct and immediate cause of the collapse of the building.

This coverage does not increase the limit applying to the damaged property.

SECTION I – LOSSES INSURED

COVERAGE B – PERSONAL PROPERTY

Items 9.b.(3)(c), 12.d., 13.b. and 15. are replaced by the following:

- 9. b. (3) (c) of securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
- 12. d. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, or wet or dry rot.
- 13. b. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, or wet or dry rot.
- 15. **Sudden and accidental damage** to electrical appliances, devices, fixtures and wiring from an increase or decrease of artificially generated electrical current. We will pay up to \$1,500 under this peril for each damaged item described above.

SECTION I – LOSSES NOT INSURED

Items 1.i. and 2.c. are replaced by the following:

- 1. i. wet or dry rot;
- 2. c. **Water**, meaning:



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- (1) flood, surface water, waves (including tidal wave, tsunami, and seiche), tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not;
- (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area;
- (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or
- (4) material carried or otherwise moved by any of the water, as described in paragraphs (1) through (3) above.

However, we do insure for any direct loss by fire, explosion or theft resulting from water, provided the resulting loss is itself a Loss Insured.

The following item is added:

2. g. **Fungus.** We also do not cover:

- (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the **residence premises** or location of the rebuilding, repair or replacement, by **fungus**;
- (2) any remediation of **fungus**, including the cost to:
 - (a) remove the **fungus** from covered property or to repair, restore or replace that property; or
 - (b) tear out and replace any part of the building or other property as needed to gain access to the **fungus**; or
- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

SECTION II — LIABILITY COVERAGES

SECTION II — ADDITIONAL COVERAGES

Items 1.a., 1.c. and 1.d. are replaced by the following:

1. **Claim Expenses.** We pay:

- a. expenses we incur and costs taxed against an **insured** in suits we defend. Taxed costs do not include attorney fees;
- c. reasonable expenses an **insured** incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding us in the investigation or defense of claims or suits;
- d. interest the **insured** is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages we pay; or
 - (2) the Coverage L limit; and

SECTION II — CONDITIONS

Item 1., **Limit of Liability**, is replaced by the following:

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each **occurrence** for the policy period in which the **bodily injury** or **property damage** first occurs, regardless of the number of **insureds**, claims made or persons injured. No additional limits or coverage will be available for the **occurrence** under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.

The following condition is added to item 4., **Duties of an Injured Person — Coverage M**:

- d. the injured person, or, when appropriate, someone acting on behalf of that person, shall:
 - (1) provide us with any required authorizations; and
 - (2) submit to us all information we need to comply with state or federal law.

SECTION I AND SECTION II — CONDITIONS

Item 5., **Cancellation**, item b. is replaced by the following:

- b. We may cancel this policy only for the reasons stated in this condition, by written notification to you and, if any, your insurance agent of the date cancellation takes effect. This cancellation notice will state the reason for cancellation, and may be delivered or mailed to you and your agent at the mailing addresses shown in the **Declarations** or the last known addresses. Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you and your agent know at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to us or our agent or under any finance or credit plan.
- (2) When this policy has been in effect for less than 120 days and is not a renewal with us, we may cancel for any reason by letting you and your agent know at least 30 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 120 days or more or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue this policy;
 - (b) if the risk has changed substantially since the policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
 - (c) in the event of a substantial breach of a contractual duty, condition or warranty; or
 - (d) if we lose our reinsurance covering all or a significant portion of this policy, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of this state. Cancellation for these reasons is subject to approval by the Insurance Commissioner.

This can be done by letting you and your agent know at least 30 days before the date cancellation takes effect.

Item 6., **Nonrenewal**, is replaced by the following:

Nonrenewal. We may elect not to renew this policy. If we elect not to renew, a written notice will be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. The notice will include the reason for nonrenewal. The notice will be mailed or delivered at least 60 days before the expiration date of this policy. However, for any nonrenewal effective between June 1 and October 31, the notice will be mailed or delivered at least 90 days before the expiration date of the policy. Proof of mailing shall be sufficient proof of notice. Your agent will also be notified.

The following conditions are added:

11. Premium.

- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable

in full on or before the first day of the policy period shown in the most recently issued **Declarations**.

- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles and other elements that affect the premium applicable at the time of renewal.
- c. The premium for this policy may vary based upon:
 - (1) the purchase of other products or services from the **State Farm Companies**;
 - (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
 - (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which you are a member, employee, subscriber, licensee, or franchisee.
- d. Your purchase of this policy may allow:
 - (1) you to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or
 - (2) the premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

12. Right to Inspect. We have the right but are not obligated to perform the following:

- a. make inspections and surveys of the **insured location** at any time;
- b. provide you with reports on conditions we find; or
- c. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged.

We do not:

- a. make safety inspections;
- b. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
- c. warrant that conditions are safe or healthful; or
- d. warrant that conditions comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

13. **Joint and Individual Interests.** When there are two or more named insureds, each acts for all to cancel or change the policy.
14. **Change of Policy Address.** We may change the named insured's policy address as shown in the **Declarations** and in our records to the most recent address provided to us by:
 - a. you; or
 - b. the United States Postal Service.

OPTIONAL POLICY PROVISIONS

Option BP – Business Property is replaced by the following:

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability,**

FE-3524

item b., for property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,500 limit is replaced with the amount shown in the **Declarations** for this option.

Option HC – Home Computer is replaced by the following:

Option HC – Home Computer. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability,** item i., is increased to be the amount shown in the **Declarations** for this option.

Option OL – Building Ordinance or Law.

Item 3.c. is replaced by the following:

- c. legally required changes to the undamaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law, if:
 - (1) the enforcement is directly caused by the same Loss Insured;
 - (2) the requirement is in effect at the time the Loss Insured occurs; and
 - (3) the legally required changes are made to the undamaged portions of specific dwelling features, systems or components that have been physically damaged by the Loss Insured.

We will not pay for legally required changes to specific dwelling features, systems or components that have not been physically damaged by the Loss Insured.

All other policy provisions apply.

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FE-5706.4 BACK-UP OF SEWER OR DRAIN ENDORSEMENT (\$10,000 LIMIT)

The following is added to **SECTION I – ADDITIONAL COVERAGES**:

Back-up of Sewer or Drain. We cover the dwelling used as a private residence on the **residence premises** shown in the **Declarations** and only the following personal property, while located in the dwelling:

- a. clothes washers and dryers;
- b. food freezers and the food in them;
- c. refrigerators;
- d. ranges;
- e. portable dishwashers; and
- f. dehumidifiers;

for direct physical loss caused by the back-up of water or sewage, subject to the following:

- a. The back-up must be directly and immediately caused solely by water or sewage:
 - (1) from outside the **residence premises** plumbing system that enters through a sewer or drain located inside the interior of the dwelling; or
 - (2) which enters into and overflows from within a sump pump, sump pump well, or any other system located inside the interior of the dwelling designed to remove subsurface water drained from the foundation area.
- b. Coverage does not apply to:
 - (1) losses caused by your negligence;
 - (2) losses that occur or are in progress within the first 5 days of the inception of this endorsement. This limitation does not apply when:
 - (a) this endorsement is attached to a newly issued policy; or
 - (b) this endorsement is attached to replace another Back-Up of Sewer or Drain Endorsement. However, if this endorsement's coverage limits are higher than those of the endorsement it replaces, then the limitation described in (2) above applies only to the increase in coverage limits; or
 - (3) any personal property other than a. through f. listed above.
- c. The limit for this coverage shall not exceed \$10,000 in any one occurrence.

The deductible for each loss under this coverage is the amount shown in the **Declarations** under **DEDUCTIBLES – SECTION I** or \$1,000, whichever is greater.

For the purpose of this endorsement only, **SECTION I – LOSSES INSURED**, item 12.c. is deleted from the policy.

SECTION I – LOSSES NOT INSURED

Item 2.c. **Water** is replaced by:

2. c. **Water**, meaning:

- (1) flood, surface water, waves (including tidal wave, tsunami, and seiche) tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not; except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Back-up of Sewer or Drain**;
- (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Back-up of Sewer or Drain**;
- (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure, or
- (4) material carried or otherwise moved by any of the water, as described in paragraphs (1) through (3) above.

However, we do insure for any direct loss by fire, explosion or theft resulting from water, provided the resulting loss is itself a Loss Insured.

For the purpose of this endorsement only, **SECTION I – CONDITIONS, Other Insurance** is replaced by:

Other Insurance. This coverage is excess over other valid and collectible insurance.

All other policy provisions apply.

IMPORTANT NOTICE . . . about your policy



A change in South Carolina law requires that we show you the portion of your premium that is allocated to wind/hail coverage.

We have provided a chart that lists each rating zone along with the percentage of premium included for wind/hail coverage. Your Renewal Certificate or Declarations Page will display your **Zone**. Locate your zone on the chart below to determine the percentage of your premium that is included for wind/hail coverage.

For example, if your home is located in Zone 15, then an average of 80% of your premium pays for claims from wind/hail coverage.

Zone	Wind/Hail Premium Percentage
15, 16	80%
27	65%
28	75%
29	80%
35, 36, 40	55%
41, 45, 47, 48	45%
50, 51, 52, 54, 56, 57, 58, 59, 60, 61	35%

If you have any questions, please contact your State Farm® agent.

553-2360 SC.5 (C)

553-2642

IMPORTANT NOTICE

Utilities Rating Plan

A premium discount is available under the Utilities Rating Plan when a dwelling's utility system has been completely updated within the last nine years. To be eligible for the premium discount, a dwelling's electrical, plumbing, heating, and cooling systems must be completely updated.

If you have updated all the utility systems in your dwelling within the last 9 years, you may be eligible for a premium discount. Contact your State Farm® agent to see if you qualify.

553-2642 (C) (10/06)

State Farm Fire and Casualty Company

553-2798

IMPORTANT NOTICE . . . Discounts and Rating

The longer you are insured with State Farm® and the fewer claims you have, the lower your premium. For policyholders insured by State Farm for three or more years, the Claim Free Discount Plan provides a premium discount if you have not had any claims considered for the Plan in the most recent three-year period since becoming insured with State Farm. Premium adjustments under the Claim Record Rating Plan are based on the number of years you have been insured with State Farm and on the number of claims that we consider for the Plan. Depending on the Plan(s) that applies in your state/province, claims considered for the Plans generally include claims resulting in a paid loss and may include weather-related claims. Additionally, depending on your state/province's plan and your tenure with State Farm, any claims with your prior insurer resulting in property damage or injury may also influence your premium. For further information about whether a Claim Free Discount is in effect in your state/province, the Claim Record Rating Plan that applies in your state/province, and the claims we consider for the Plans, please contact your State Farm agent.

553-2798 (C) (10/07)

553-2948

NOTICE TO POLICYHOLDER

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes that you requested before the "Date Prepared" on your Renewal Certificate are effective on the renewal date of this policy unless indicated otherwise by a separate endorsement, binder or Amended Declarations Page. Any coverage forms or endorsements included with your Renewal Certificate are effective on the renewal date of this policy.

Policy changes that you requested after the "Date Prepared" on your Renewal Certificate will be sent to you as an Amended Declarations Page or as an endorsement to your policy. You will be billed for any resulting premium increase later.

If you have acquired any valuable property items, made any improvements to your home, or have questions about your insurance coverage, please contact your State Farm® agent.

553-2948 (C) (10/08)

553-3143

IMPORTANT NOTICE . . . Information Regarding Your Premium

Claims and information from other State Farm® policies in your household may have been used to determine the premium shown. A policy may be considered "in your household" if, according to our records, the policy has a name and address in common with this policy.

Consumer reports may also be used to determine the price you are charged. We may obtain and use a credit-based insurance score developed from information contained in these reports. We may use a third party in connection with the development of your insurance score.

553-3143 (C) (10/09)

Agent: CHARLES PIERCY

Telephone: (803) 788-1200



This policy is one of the broadest forms available today, and provides you with outstanding value for your insurance dollars. However, we want to point out that every policy contains limitations and exclusions. Please read your policy carefully, especially "Losses Not Insured" and all exclusions.

State Farm® Homeowners Policy

FP-7955

TABLE OF CONTENTS

DECLARATIONS

Your Name
Location of Your Residence
Policy Period
Coverages
Limits of Liability
Deductibles

Begins on Page

DECLARATIONS CONTINUED	1
DEFINITIONS	1
 SECTION I - YOUR PROPERTY	
COVERAGES	3
Coverage A - Dwelling	3
Coverage B - Personal Property	3
Coverage C - Loss of Use	4
Additional Coverages	5
Inflation Coverage	7
LOSSES INSURED	7
LOSSES NOT INSURED	9
LOSS SETTLEMENT	11
CONDITIONS	13
 SECTION II - YOUR LIABILITY	
COVERAGES	15
Coverage L - Personal Liability	15
Coverage M - Medical Payments to Others	15
Additional Coverages	15
EXCLUSIONS	16
CONDITIONS	18
 SECTION I AND SECTION II - CONDITIONS	 19
 OPTIONAL POLICY PROVISIONS	 20

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HOMEOWNERS POLICY

DECLARATIONS CONTINUED

We agree to provide the insurance described in this policy:

1. based on your payment of premium for the coverages you chose;
2. based on your compliance with all applicable provisions of this policy; and
3. in reliance on your statements in these **Declarations**.

You agree, by acceptance of this policy, that:

1. you will pay premiums when due and comply with the provisions of the policy;
2. the statements in these **Declarations** are your statements and are true;

3. we insure you on the basis your statements are true; and

4. this policy contains all of the agreements between you and us and any of our agents.

Unless otherwise indicated in the application, you state that during the three years preceding the time of your application for this insurance your Loss History and Insurance History are as follows:

1. Loss History: you have not had any losses, insured or not; and
2. Insurance History: you have not had any insurer or agency cancel or refuse to issue or renew similar insurance to you or any household member.

DEFINITIONS

"You" and "your" mean the "named insured" shown in the **Declarations**. Your spouse is included if a resident of your household. "We", "us" and "our" mean the Company shown in the **Declarations**.

Certain words and phrases are defined as follows:

1. "**bodily injury**" means physical injury, sickness, or disease to a person. This includes required care, loss of services and death resulting therefrom.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person;
- b. the exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured** to any other person; or
- c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury unless it arises out of actual physical injury to some person.

2. "**business**" means a trade, profession or occupation. This includes farming.

3. "**Declarations**" means the policy **Declarations**, any amended **Declarations**, the most recent renewal notice or certificate, an Evidence of Insurance form or any endorsement changing any of these.

4. "**insured**" means you and, if residents of your household:

- a. your relatives; and
- b. any other person under the age of 21 who is in the care of a person described above.

Under Section II, "**insured**" also means:

- c. with respect to animals or watercraft to which this policy applies, the person or organization legally responsible for them. However, the animal or watercraft must be owned by you or a person included in 4.a. or 4.b. A person or organization using or having custody of these animals or watercraft in the course of a **business**, or without permission of the owner, is not an **insured**; and

- d. with respect to any vehicle to which this policy applies, any person while engaged in your employment or the employment of a person included in 4.a. or 4.b.

5. “**insured location**” means:

- a. the **residence premises**;
- b. the part of any other premises, other structures and grounds used by you as a residence. This includes premises, structures and grounds you acquire while this policy is in effect for your use as a residence;
- c. any premises used by you in connection with the premises included in 5.a. or 5.b.;
- d. any part of a premises not owned by an **insured** but where an **insured** is temporarily residing;
- e. land owned by or rented to an **insured** on which a one or two family dwelling is being constructed as a residence for an **insured**;
- f. individual or family cemetery plots or burial vaults owned by an **insured**;
- g. any part of a premises occasionally rented to an **insured** for other than **business** purposes;
- h. vacant land owned by or rented to an **insured**. This does not include farm land; and
- i. farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.

6. “**motor vehicle**”, when used in Section II of this policy, means:

- a. a motorized land vehicle designed for travel on public roads or subject to motor vehicle registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration. A boat, camp, home or utility trailer not being towed by

or carried on a vehicle included in 6.a. is not a **motor vehicle**;

- c. a motorized golf cart, snowmobile, motorized bicycle, motorized tricycle, all-terrain vehicle or any other similar type equipment owned by an **insured** and designed or used for recreational or utility purposes off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and

- d. any vehicle while being towed by or carried on a vehicle included in 6.a., 6.b. or 6.c.

7. “**occurrence**”, when used in Section II of this policy, means an accident, including exposure to conditions, which results in:

- a. **bodily injury**; or
- b. **property damage**;

during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one **occurrence**.

8. “**property damage**” means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not **property damage**.

9. “**residence employee**” means an employee of an **insured** who performs duties, including household or domestic services, in connection with the maintenance or use of the **residence premises**. This includes employees who perform similar duties elsewhere for you. This does not include employees while performing duties in connection with the **business** of an **insured**.

10. “**residence premises**” means:

- a. the one, two, three or four-family dwelling, other structures and grounds; or
- b. that part of any other building;

where you reside and which is shown in the **Declarations**.

SECTION I - COVERAGES

COVERAGE A - DWELLING

1. **Dwelling.** We cover the dwelling used principally as a private residence on the **residence premises** shown in the **Declarations**.

Dwelling includes:

- a. structures attached to the dwelling;
 - b. materials and supplies located on or adjacent to the **residence premises** for use in the construction, alteration or repair of the dwelling or other structures on the **residence premises**;
 - c. foundation, floor slab and footings supporting the dwelling; and
 - d. wall-to-wall carpeting attached to the dwelling.
2. **Dwelling Extension.** We cover other structures on the **residence premises**, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

- a. not permanently attached to or otherwise forming a part of the realty;
 - b. used in whole or in part for **business** purposes; or
 - c. rented or held for rental to a person not a tenant of the dwelling, unless used solely as a private garage.
3. **Property Not Covered.** We do not cover:
 - a. land, including the land necessary to support any Coverage A property;
 - b. any costs required to replace, rebuild, stabilize, or otherwise restore the land; or
 - c. the costs of repair techniques designed to compensate for or prevent land instability to any property, whether or not insured under Coverage A.

COVERAGE B - PERSONAL PROPERTY

1. **Property Covered.** We cover personal property owned or used by an **insured** while it is anywhere in the world. This includes structures not permanently attached to or

otherwise forming a part of the realty. At your request, we will cover personal property owned by others while the property is on the part of the **residence premises** occupied exclusively by an **insured**. At your request, we will also cover personal property owned by a guest or a **residence employee**, while the property is in any other residence occupied by an **insured**.

We cover personal property usually situated at an **insured's** residence, other than the **residence premises**, for up to \$1,000 or 10% of the Coverage B limit, whichever is greater. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after you start moving the property there. If the **residence premises** is a newly acquired principal residence, personal property in your immediate past principal residence is not subject to this limitation for the first 30 days after the inception of this policy.

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins and medals, including any of these that are a part of a collection, and bank notes;
 - b. \$1,000 on property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, while on the **residence premises**. This coverage is limited to \$250 on such property away from the **residence premises**.
- Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage;
- c. \$1,000 on securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
 - d. \$1,000 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
 - e. \$1,000 on trailers not used with watercraft;

- f. \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;
- g. \$2,500 for loss by theft of firearms;
- h. \$2,500 for loss by theft of silverware and goldware;
- i. \$5,000 on electronic data processing system equipment and the recording or storage media used with that equipment. There is no coverage for said equipment or media while located away from the **residence premises** except when said equipment or media are removed from the **residence premises** for the purpose of repair, servicing or temporary use. An **insured** student's equipment and media are covered while at a residence away from home; and
- j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging or other similar article.

2. Property Not Covered. We do not cover:

- a. articles separately described and specifically insured in this or any other insurance;
- b. animals, birds or fish;
- c. any engine or motor propelled vehicle or machine, including the parts, designed for movement on land. We do cover those not licensed for use on public highways which are:
 - (1) used solely to service the **insured location**; or
 - (2) designed for assisting the handicapped;
- d. devices or instruments for the recording or reproduction of sound permanently attached to an engine or motor propelled vehicle. We do not cover tapes, wires, records or other mediums that may be used with these devices or instruments while in the vehicle;
- e. aircraft and parts;
- f. property of roomers, boarders, tenants and other residents not related to an **insured**. We do cover property of roomers, boarders and other residents related to an **insured**;
- g. property regularly rented or held for rental to others by an **insured**. This exclusion does not apply to

property of an **insured** in a sleeping room rented to others by an **insured**;

- h. property rented or held for rental to others away from the **residence premises**;
- i. any citizens band radios, radio telephones, radio transceivers, radio transmitters, radar or laser detectors, antennas and other similar equipment permanently attached to an engine or motor propelled vehicle;
- j. books of account, abstracts, drawings, card index systems and other records. This exclusion does not apply to any recording or storage media for electronic data processing. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records; or
- k. recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market.

COVERAGE C - LOSS OF USE

1. **Additional Living Expense.** When a Loss Insured causes the **residence premises** to become uninhabitable, we will cover the necessary increase in cost you incur to maintain your standard of living for up to 24 months. Our payment is limited to incurred costs for the shortest of: (a) the time required to repair or replace the premises; (b) the time required for your household to settle elsewhere; or (c) 24 months. This coverage is not reduced by the expiration of this policy.
2. **Fair Rental Value.** When a Loss Insured causes that part of the **residence premises** rented to others or held for rental by you to become uninhabitable, we will cover its fair rental value. Payment shall be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not to exceed 12 months. This period of time is not limited by expiration of this policy. Fair rental value shall not include any expense that does not continue while that part of the **residence premises** rented or held for rental is uninhabitable.
3. **Prohibited Use.** When a civil authority prohibits your use of the **residence premises** because of direct damage to a neighboring premises by a Loss Insured, we will cover any resulting Additional Living Expense and Fair Rental

Value. Coverage is for a period not exceeding two weeks while use is prohibited.

We do not cover loss or expense due to cancellation of a lease or agreement.

SECTION I - ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions and conditions of this policy.

1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, item 3. Trees, Shrubs and Other Plants.

We will also pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the **residence premises** when the tree has caused a Loss Insured to Coverage A property.

2. **Temporary Repairs.** If damage is caused by a Loss Insured, we will pay the reasonable and necessary cost you incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.

3. **Trees, Shrubs and Other Plants.** We cover outdoor trees, shrubs, plants or lawns, on the **residence premises**, for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the **residence premises**), Vandalism or malicious mischief or Theft.

The limit for this coverage, including the removal of debris, shall not exceed 5% of the amount shown in the **Declarations** for COVERAGE A - DWELLING. We will not pay more than \$500 for any one outdoor tree, shrub or plant, including debris removal expense. This coverage may increase the limit otherwise applicable. We do not cover property grown for **business** purposes.

4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges. This means charges incurred when the fire department is called to save or protect covered property from a Loss Insured. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.

5. **Property Removed.** Covered property, while being removed from a premises endangered by a Loss Insured, is covered for any accidental direct physical loss. This coverage also applies to the property for up to 30 days while removed. We will also pay for reasonable expenses incurred by you for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.

6. **Credit Card, Bank Fund Transfer Card, Forgery and Counterfeit Money.**

- a. We will pay up to \$1,000 for:

- (1) the legal obligation of an **insured** to pay because of the theft or unauthorized use of credit cards and bank fund transfer cards issued to or registered in an **insured's** name. If an **insured** has not complied with all terms and conditions under which the cards are issued, we do not cover use by an **insured** or anyone else;
- (2) loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
- (3) loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

No deductible applies to this coverage.

We will not pay more than the limit stated above for forgery or alteration committed by any one person. This limit applies when the forgery or alteration involves one or more instruments in the same loss.

- b. We do not cover loss arising out of **business** pursuits or dishonesty of an **insured**.
- c. Defense:
 - (1) We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend claims or suits ends when

the amount we pay for the loss equals our limit of liability.

- (2) If claim is made or a suit is brought against an **insured** for liability under the Credit Card or Bank Fund Transfer Card coverage, we will provide a defense. This defense is at our expense by counsel of our choice.
- (3) We have the option to defend at our expense an **insured** or an **insured's** bank against any suit for the enforcement of payment under the Forgery coverage.

7. **Power Interruption.** We cover accidental direct physical loss caused directly or indirectly by a change of temperature which results from power interruption that takes place on the **residence premises**. The power interruption must be caused by a Loss Insured occurring on the **residence premises**. The power lines off the **residence premises** must remain energized. This coverage does not increase the limit applying to the damaged property.

8. **Refrigerated Products.** Coverage B is extended to cover the contents of deep freeze or refrigerated units on the **residence premises** for loss due to power failure or mechanical failure. If mechanical failure or power failure is known to you, all reasonable means must be used to protect the property insured from further damage or this coverage is void. Power failure or mechanical failure shall not include:

- a. removal of a plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Loss Insured.

This coverage does not increase the limit applying to the damaged property.

9. **Arson Reward.** We will pay \$1,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit shall not be increased regardless of the number of persons providing information.

10. **Volcanic Action.** We cover direct physical loss to a covered building or covered property contained in a building resulting from the eruption of a volcano when the loss is directly and immediately caused by:

- a. volcanic blast or airborne shock waves;
- b. ash, dust or particulate matter; or
- c. lava flow.

We will also pay for the removal of that ash, dust or particulate matter which has caused direct physical loss to a covered building or covered property contained in a building.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

This coverage does not increase the limit applying to the damaged property.

11. **Collapse.** We insure only for direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. perils described in **SECTION I - LOSSES INSURED, COVERAGE B - PERSONAL PROPERTY**. These perils apply to covered building and personal property for loss insured by this Additional Coverage;
- b. hidden decay of a supporting or weight-bearing structural member of the building;
- c. hidden insect or vermin damage to a structural member of the building;
- d. weight of contents, equipment, animals or people;
- e. weight of ice, snow, sleet or rain which collects on a roof; or
- f. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of the construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e. and f. unless the

loss is the direct and immediate cause of the collapse of the building.

This coverage does not increase the limit applying to the damaged property.

12. **Locks.** We will pay the reasonable expenses you incur to re-key locks on exterior doors of the dwelling located on the **residence premises**, when the keys to those locks are a part of a covered theft loss.

No deductible applies to this coverage.

INFLATION COVERAGE

The limits of liability shown in the **Declarations** for Coverage A, Coverage B and, when applicable, Option ID will be

increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the limits of liability for Coverage A, Coverage B and Option ID separately.

The limits of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy the Coverage A limit of liability is changed at your request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I - LOSSES INSURED

COVERAGE A - DWELLING

We insure for accidental direct physical loss to the property described in Coverage A, except as provided in **SECTION I - LOSSES NOT INSURED**.

COVERAGE B - PERSONAL PROPERTY

We insure for accidental direct physical loss to property described in Coverage B caused by the following perils, except as provided in **SECTION I - LOSSES NOT INSURED**:

1. **Fire or lightning.**
2. **Windstorm or hail.** This peril does not include loss to property contained in a building caused by rain, snow, sleet, sand or dust. This limitation does not apply when the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while inside a fully enclosed building.
3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft,** including self-propelled missiles and spacecraft.

6. **Vehicles,** meaning impact by a vehicle.

7. **Smoke,** meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. **Vandalism or malicious mischief,** meaning only willful and malicious damage to or destruction of property.
9. **Theft,** including attempted theft and loss of property from a known location when it is probable that the property has been stolen.

This peril does not include:

- a. loss of a precious or semi-precious stone from its setting;
- b. loss caused by theft:
 - (1) committed by an **insured** or by any other person regularly residing on the **insured location**. Property of a student who is an **insured** is covered while located at a residence away from home, if the theft is committed by a person who is not an **insured**;
 - (2) in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied; or

- (3) from the part of a **residence premises** rented to others:
 - (a) caused by a tenant, members of the tenant's household, or the tenant's employees;
 - (b) of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins and medals;
 - (c) of securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps; or
 - (d) of jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones;
- c. loss caused by theft that occurs away from the **residence premises** of:
 - (1) property while at any other residence owned, rented to, or occupied by an **insured**, except while an **insured** is temporarily residing there. Property of a student who is an **insured** is covered while at a residence away from home;
 - (2) watercraft of all types, including their furnishings, equipment and outboard motors; or
 - (3) trailers and campers designed to be pulled by or carried on a vehicle.

If the **residence premises** is a newly acquired principal residence, property in the immediate past principal residence shall not be considered property away from the **residence premises** for the first 30 days after the inception of this policy.
- 10. **Falling objects.** This peril does not include loss to property contained in a building unless the roof or an exterior wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.
- 11. **Weight of ice, snow or sleet** which causes damage to property contained in a building.

- 12. **Sudden and accidental discharge or overflow** of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the water or steam escaped;
 - b. caused by or resulting from freezing;
 - c. caused by or resulting from water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
 - d. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, mold, or wet or dry rot.
- 13. **Sudden and accidental tearing asunder, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss:

- a. caused by or resulting from freezing; or
 - b. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, mold, or wet or dry rot.
- 14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance.

This peril does not include loss on the **residence premises** while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.

15. **Sudden and accidental damage** to electrical appliances, devices, fixtures and wiring from an increase or decrease of artificially generated electrical current. We will pay up to \$1,000 under this peril for each damaged item described above.

16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass which is a part of a building on the **residence premises**. There is no coverage for loss or damage to the glass.

SECTION I - LOSSES NOT INSURED

1. We do not insure for any loss to the property described in Coverage A which consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through n. below, regardless of whether the loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

a. collapse, except as specifically provided in **SECTION I - ADDITIONAL COVERAGES, Collapse**;

b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion only applies while the dwelling is vacant, unoccupied or being constructed. This exclusion does not apply if you have used reasonable care to:

(1) maintain heat in the building; or

(2) shut off the water supply and drain the system and appliances of water;

c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a swimming pool, hot tub or spa, including their filtration and circulation systems, fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock;

d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and occupied;

e. vandalism or malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

f. continuous or repeated seepage or leakage of water or steam from a:

(1) heating, air conditioning or automatic fire protective sprinkler system;

(2) household appliance; or

(3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;

which occurs over a period of time. If loss to covered property is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of the building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which the water or steam escaped;

g. wear, tear, marring, scratching, deterioration, inherent vice, latent defect or mechanical breakdown;

h. corrosion, electrolysis or rust;

i. mold, fungus or wet or dry rot;

j. contamination;

k. smog, smoke from agricultural smudging or industrial operations;

l. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;

m. birds, vermin, rodents, insects, or domestic animals. We do cover the breakage of glass or safety glazing material which is a part of a building, when caused by birds, vermin, rodents, insects or domestic animals; or

- n. pressure from or presence of tree, shrub or plant roots.

However, we do insure for any resulting loss from items a. through m. unless the resulting loss is itself a Loss Not Insured by this Section.

- 2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.
- b. **Earth Movement**, meaning the sinking, rising, shifting, expanding or contracting of earth, all whether combined with water or not. Earth movement includes but is not limited to earthquake, landslide, mudflow, mudslide, sinkhole, subsidence, erosion or movement resulting from improper compaction, site selection or any other external forces. Earth movement also includes volcanic explosion or lava flow, except as specifically provided in **SECTION I - ADDITIONAL COVERAGES, Volcanic Action**.

However, we do insure for any direct loss by fire resulting from earth movement, provided the resulting fire loss is itself a Loss Insured.

- c. **Water Damage**, meaning:
 - (1) flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, all whether driven by wind or not;
 - (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove

subsurface water which is drained from the foundation area; or

- (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do insure for any direct loss by fire, explosion or theft resulting from water damage, provided the resulting loss is itself a Loss Insured.

- d. **Neglect**, meaning neglect of the **insured** to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.
- e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion or smoke.

However, we do insure for any direct loss by fire resulting from the nuclear hazard, provided the resulting fire loss is itself a Loss Insured.

- 3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:
 - a. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault;

- b. defect, weakness, inadequacy, fault or unsoundness in:

- (1) planning, zoning, development, surveying, siting;
- (2) design, specifications, workmanship, construction, grading, compaction;
- (3) materials used in construction or repair; or
- (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the **residence premises**; or

- c. weather conditions.

However, we do insure for any resulting loss from items a., b. and c. unless the resulting loss is itself a Loss Not Insured by this Section.

SECTION I - LOSS SETTLEMENT

Only the Loss Settlement provisions shown in the **Declarations** apply. We will settle covered property losses according to the following.

COVERAGE A - DWELLING

1. A1 - Replacement Cost Loss Settlement - Similar Construction.

- a. We will pay the cost to repair or replace with similar construction and for the same use on the premises shown in the **Declarations**, the damaged part of the property covered under **SECTION I - COVERAGES, COVERAGE A - DWELLING**, except for wood fences, subject to the following:

- (1) until actual repair or replacement is completed, we will pay only the actual cash value at the time of the loss of the damaged part of the property, up to the applicable limit of liability shown in the **Declarations**, not to exceed the cost to repair or replace the damaged part of the property;
- (2) when the repair or replacement is actually completed, we will pay the covered additional amount you actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the **Declarations**, whichever is less;
- (3) to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify us within 30 days after the work has been completed; and

- (4) we will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, except as provided under **Option OL - Building Ordinance or Law Coverage**.

- b. Wood Fences: We will pay the actual cash value at the time of loss for loss or damage to wood fences, not to exceed the limit of liability shown in the **Declarations** for COVERAGE A - DWELLING EXTENSION.

2. A2 - Replacement Cost Loss Settlement - Common Construction.

- a. We will pay the cost to repair or replace with common construction and for the same use on the premises shown in the **Declarations**, the damaged part of the property covered under **SECTION I - COVERAGES, COVERAGE A - DWELLING**, except for wood fences, subject to the following:

- (1) we will pay only for repair or replacement of the damaged part of the property with common construction techniques and materials commonly used by the building trades in standard new construction. We will not pay the cost to repair or replace obsolete, antique or custom construction with like kind and quality;
- (2) until actual repair or replacement is completed, we will pay only the actual cash value at the time of the loss of the damaged part of the property, up to the applicable limit of liability shown in the **Declarations**, not to exceed the cost to repair or

replace the damaged part of the property as described in a.(1) above;

- (3) when the repair or replacement is actually completed as described in a.(1) above, we will pay the covered additional amount you actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the **Declarations**, whichever is less;
 - (4) to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify us within 30 days after the work has been completed; and
 - (5) we will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, except as provided under **Option OL - Building Ordinance or Law Coverage**.
- b. Wood Fences: We will pay the actual cash value at the time of loss for loss or damage to wood fences, not to exceed the limit of liability shown in the **Declarations** for COVERAGE A - DWELLING EXTENSION.

COVERAGE B - PERSONAL PROPERTY

1. B1 - Limited Replacement Cost Loss Settlement.

- a. We will pay the cost to repair or replace property covered under **SECTION I - COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:
 - (1) until repair or replacement is completed, we will pay only the cost to repair or replace less depreciation;
 - (2) after repair or replacement is completed, we will pay the difference between the cost to repair or replace less depreciation and the cost you have

actually and necessarily spent to repair or replace the property; and

- (3) if property is not repaired or replaced within two years after the date of loss, we will pay only the cost to repair or replace less depreciation.
- b. We will pay market value at the time of loss for:
- (1) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;
 - (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and
 - (3) property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) our cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in the policy; or
- (4) any applicable Coverage B limit of liability.

2. B2 - Depreciated Loss Settlement.

- a. We will pay the cost to repair or replace less depreciation at the time of loss for property covered under **SECTION I - COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below.
- b. We will pay market value at the time of loss for:
 - (1) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;
 - (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and
 - (3) property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) our cost to replace at the time of loss;
- (2) the full cost of repair;

- (3) any special limit of liability described in the policy; or
- (4) any applicable Coverage B limit of liability.

SECTION I - CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:

- a. to the **insured** for an amount greater than the **insured's** interest; or
- b. for more than the applicable limit of liability.

2. **Your Duties After Loss.** After a loss to which this insurance may apply, you shall see that the following duties are performed:

- a. give immediate notice to us or our agent. Also notify the police if the loss is caused by theft. Also notify the credit card company or bank if the loss involves a credit card or bank fund transfer card;
- b. protect the property from further damage or loss, make reasonable and necessary temporary repairs required to protect the property, keep an accurate record of repair expenditures;
- c. prepare an inventory of damaged or stolen personal property. Show in detail the quantity, description, age, replacement cost and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
- d. as often as we reasonably require:
 - (1) exhibit the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies;
 - (3) submit to and subscribe, while not in the presence of any other **insured**:
 - (a) statements; and
 - (b) examinations under oath; and

- (4) produce employees, members of the **insured's** household or others for examination under oath to the extent it is within the **insured's** power to do so; and

e. submit to us, within 60 days after the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) the time and cause of loss;
- (2) interest of the **insured** and all others in the property involved and all encumbrances on the property;
- (3) other insurance which may cover the loss;
- (4) changes in title or occupancy of the property during the term of this policy;
- (5) specifications of any damaged building and detailed estimates for repair of the damage;
- (6) an inventory of damaged or stolen personal property described in 2.c.;
- (7) receipts for additional living expenses incurred and records supporting the fair rental value loss; and
- (8) evidence or affidavit supporting a claim under the Credit Card, Bank Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

3. **Loss to a Pair or Set.** In case of loss to a pair or set, we may elect to:

- a. repair or replace any part to restore the pair or set to its value before the loss; or
- b. pay the difference between the depreciated value of the property before and after the loss.

4. **Appraisal.** If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, disinterested appraiser. Each shall notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.
5. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only our share of the loss. Our share is the proportion of the loss that the applicable limit under this policy bears to the total amount of insurance covering the loss.
6. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions. The action must be started within one year after the date of loss or damage.
7. **Our Option.** We may repair or replace any part of the property damaged or stolen with similar property. Any property we pay for or replace becomes our property.
8. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 - a. reach agreement with you;
 - b. there is an entry of a final judgment; or
 - c. there is a filing of an appraisal award with us.
9. **Abandonment of Property.** We need not accept any property abandoned by an **insured**.
10. **Mortgage Clause.** The word "mortgagee" includes trustee.
 - a. If a mortgagee is named in this policy, any loss payable under Coverage A shall be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages.
 - b. If we deny your claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:
 - (1) notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - (2) pays on demand any premium due under this policy, if you have not paid the premium; and
 - (3) submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
 - c. If this policy is cancelled by us, the mortgagee shall be notified at least 10 days before the date cancellation takes effect. Proof of mailing shall be proof of notice.
 - d. If we pay the mortgagee for any loss and deny payment to you:
 - (1) we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
 - e. Subrogation shall not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
11. **No Benefit to Bailee.** We will not recognize an assignment or grant coverage for the benefit of a person or organization holding, storing or transporting property for

a fee. This applies regardless of any other provision of this policy.

12. **Intentional Acts.** If you or any person insured under this policy causes or procures a loss to property covered

under this policy for the purpose of obtaining insurance benefits, then this policy is void and we will not pay you or any other **insured** for this loss.

SECTION II - LIABILITY COVERAGES

COVERAGE L - PERSONAL LIABILITY

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage** to which this coverage applies, caused by an **occurrence**, we will:

1. pay up to our limit of liability for the damages for which the **insured** is legally liable; and
2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals our limit of liability.

COVERAGE M - MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**;
2. to a person off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location** or the ways immediately adjoining;
 - b. is caused by the activities of an **insured**;
 - c. is caused by a **residence employee** in the course of the **residence employee's** employment by an **insured**; or
 - d. is caused by an animal owned by or in the care of an **insured**; or
3. to a **residence employee** if the **occurrence** causing **bodily injury** occurs off the **insured location** and arises

out of or in the course of the **residence employee's** employment by an **insured**.

SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

1. Claim Expenses. We pay:

- a. expenses we incur and costs taxed against an **insured** in suits we defend;
- b. premiums on bonds required in suits we defend, but not for bond amounts greater than the Coverage L limit. We are not obligated to apply for or furnish any bond;
- c. reasonable expenses an **insured** incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$100 per day for aiding us in the investigation or defense of claims or suits;
- d. prejudgment interest awarded against the **insured** on that part of the judgment we pay; and
- e. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

2. First Aid Expenses. We will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under this policy. We will not pay for first aid to you or any other **insured**.

3. Damage to Property of Others.

- a. We will pay for **property damage** to property of others caused by an **insured**.
- b. We will not pay more than the smallest of the following amounts:
 - (1) replacement cost at the time of loss;
 - (2) full cost of repair; or

- (3) \$500 in any one **occurrence**.
- c. We will not pay for **property damage**:
 - (1) if insurance is otherwise provided in this policy;
 - (2) caused intentionally by an **insured** who is 13 years of age or older;
 - (3) to property, other than a rented golf cart, owned by or rented to an **insured**, a tenant of an **insured**, or a resident in your household; or
- (4) arising out of:
 - (a) **business** pursuits;
 - (b) any act or omission in connection with a premises an **insured** owns, rents or controls, other than the **insured location**; or
 - (c) the ownership, maintenance, or use of a **motor vehicle**, aircraft, or watercraft, including airboat, air cushion, personal watercraft, sail board or similar type watercraft.

SECTION II - EXCLUSIONS

1. Coverage L and Coverage M do not apply to:
 - a. **bodily injury** or **property damage**:
 - (1) which is either expected or intended by the **insured**; or
 - (2) which is the result of willful and malicious acts of the **insured**;
 - b. **bodily injury** or **property damage** arising out of **business** pursuits of any **insured** or the rental or holding for rental of any part of any premises by any **insured**. This exclusion does not apply:
 - (1) to activities which are ordinarily incident to non-**business** pursuits;
 - (2) with respect to Coverage L to the occasional or part-time **business** pursuits of an **insured** who is under 19 years of age;
 - (3) to the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio or private garage;
 - (4) when the dwelling on the **residence premises** is a two, three or four-family dwelling and you occupy one part and rent or hold for rental the other part; or
 - c. **bodily injury** or **property damage** arising out of the rendering or failing to render professional services;
 - d. **bodily injury** or **property damage** arising out of any premises currently owned or rented to any **insured** which is not an **insured location**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**;
 - e. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of:
 - (1) an aircraft;
 - (2) a **motor vehicle** owned or operated by or rented or loaned to any **insured**; or
 - (3) a watercraft:
 - (a) owned by or rented to any **insured** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
 - (b) owned by or rented to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;

- (c) powered by one or more outboard motors with more than 25 total horsepower owned by any **insured**;
- (d) designated as an airboat, air cushion, or similar type of craft; or
- (e) owned by any **insured** which is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**. Exclusion e.(3) does not apply while the watercraft is on the **residence premises**;

f. **bodily injury** or **property damage** arising out of:

- (1) the entrustment by any **insured** to any person;
- (2) the supervision by any **insured** of any person;
- (3) any liability statutorily imposed on any **insured**; or
- (4) any liability assumed through an unwritten or written agreement by any **insured**;

with regard to the ownership, maintenance or use of any aircraft, watercraft, or **motor vehicle** which is not covered under Section II of this policy;

g. **bodily injury** or **property damage** caused directly or indirectly by war, including undeclared war, or any warlike act including destruction or seizure or use for a military purpose, or any consequence of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

h. **bodily injury** to you or any **insured** within the meaning of part a. or b. of the definition of **insured**.

This exclusion also applies to any claim made or suit brought against you or any **insured** to share damages with or repay someone else who may be obligated to pay damages because of the **bodily injury** sustained by you or any **insured** within the meaning of part a. or b. of the definition of **insured**;

i. any claim made or suit brought against any **insured** by:

(1) any person who is in the care of any **insured** because of child care services provided by or at the direction of:

- (a) any **insured**;
- (b) any employee of any **insured**; or
- (c) any other person actually or apparently acting on behalf of any **insured**; or

(2) any person who makes a claim because of **bodily injury** to any person who is in the care of any **insured** because of child care services provided by or at the direction of:

- (a) any **insured**;
- (b) any employee of any **insured**; or
- (c) any other person actually or apparently acting on behalf of any **insured**.

This exclusion does not apply to the occasional child care services provided by any **insured**, or to the part-time child care services provided by any **insured** who is under 19 years of age; or

j. **bodily injury** or **property damage** arising out of an **insured's** participation in, or preparation or practice for any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized land vehicle or motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power.

2. Coverage L does not apply to:

a. liability:

- (1) for your share of any loss assessment charged against all members of an association of property owners; or
- (2) assumed under any unwritten contract or agreement, or by contract or agreement in connection with a **business** of the **insured**;

b. **property damage** to property currently owned by any **insured**;

c. **property damage** to property rented to, occupied or used by or in the care of any **insured**. This exclusion

does not apply to **property damage** caused by fire, smoke or explosion;

- d. **bodily injury** to a person eligible to receive any benefits required to be provided or voluntarily provided by an **insured** under a workers' compensation, non-occupational disability, or occupational disease law;
- e. **bodily injury** or **property damage** for which an **insured** under this policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.

3. Coverage M does not apply to **bodily injury**:

- a. to a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of the **residence employee's** employment by an **insured**;
- b. to a person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability or occupational disease law;
- c. from nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these;
- d. to a person other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**.

SECTION II - CONDITIONS

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is our limit for all damages from each **occurrence** regardless of the number of **insureds**, claims made or persons injured.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.

2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase our limit of liability for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. You shall cooperate with us in seeing that these duties are performed:
 - a. give written notice to us or our agent as soon as practicable, which sets forth:
 - (1) the identity of this policy and **insured**;
 - (2) reasonably available information on the time, place and circumstances of the accident or **occurrence**; and

- (3) names and addresses of any claimants and available witnesses;
- b. immediately forward to us every notice, demand, summons or other process relating to the accident or **occurrence**;
- c. at our request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against a person or organization who may be liable to an **insured**;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
- d. under the coverage - **Damage to Property of Others**, exhibit the damaged property if within the **insured's** control; and
- e. the **insured** shall not, except at the **insured's** own cost, voluntarily make payments, assume obligations or incur expenses. This does not apply to expense for first aid to others at the time of the **bodily injury**.

4. **Duties of an Injured Person - Coverage M.** The injured person, or, when appropriate, someone acting on behalf of that person, shall:

- a. give us written proof of claim, under oath if required, as soon as practicable;
- b. execute authorization to allow us to obtain copies of medical reports and records; and
- c. submit to physical examination by a physician selected by us when and as often as we reasonably require.

5. **Payment of Claim - Coverage M.** Payment under this coverage is not an admission of liability by an **insured** or us.

6. **Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have the right to join us as a party to an action against an **insured**. Further, no action with respect to Coverage L shall be brought against us until the obligation of the **insured** has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an **insured** shall not relieve us of our obligation under this policy.

8. **Other Insurance - Coverage L.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTION I AND SECTION II - CONDITIONS

1. **Policy Period.** This policy applies only to loss under Section I or **bodily injury** or **property damage** under Section II which occurs during the period this policy is in effect.

2. **Concealment or Fraud.** This policy is void as to you and any other **insured**, if you or any other **insured** under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.

3. **Liberalization Clause.** If we adopt any revision which would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.

4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.

5. **Cancellation.**

- a. You may cancel this policy at any time by notifying us in writing of the date cancellation is to take effect. We may waive the requirement that the notice be in writing by confirming the date and time of cancellation to you in writing.

b. We may cancel this policy only for the reasons stated in this condition. We will notify you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice:

(1) When you have not paid the premium, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to us or our agent or under any finance or credit plan.

(2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason. We may cancel by notifying you at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a) if there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy; or

- (b) if the risk has changed substantially since the policy was issued.

We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary. We may cancel by notifying you at least 30 days before the date cancellation takes effect.
- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation, the return premium will be based on our rules for such cancellation. The return premium may be less than a full pro rata refund. When we cancel, the return premium will be pro rata.
- d. The return premium may not be refunded with the notice of cancellation or when the policy is returned to us. In such cases, we will refund it within a reasonable time after the date cancellation takes effect.
6. **Nonrenewal.** We may elect not to renew this policy. If we elect not to renew, a written notice will be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.
7. **Assignment.** Assignment of this policy shall not be valid unless we give our written consent.
8. **Subrogation.** An **insured** may waive in writing before a loss all rights of recovery against any person. If not

waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an **insured** shall:

- a. sign and deliver all related papers;
- b. cooperate with us in a reasonable manner; and
- c. do nothing after a loss to prejudice such rights.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

9. **Death.** If any person shown in the **Declarations** or the spouse, if a resident of the same household, dies:
- a. we insure the legal representative of the deceased. This condition applies only with respect to the premises and property of the deceased covered under this policy at the time of death;
 - b. **insured** includes:
 - (1) any member of your household who is an **insured** at the time of your death, but only while a resident of the **residence premises**; and
 - (2) with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
10. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State will apply.

OPTIONAL POLICY PROVISIONS

Each Optional Policy Provision applies only as shown in the **Declarations** and is subject to all the terms, provisions, exclusions and conditions of this policy.

Option AI - Additional Insured. The definition of **insured** is extended to include the person or organization shown in the **Declarations** as an Additional Insured or whose name is on file with us. Coverage is with respect to:

1. Section I - Coverage A; or

2. Section II - Coverages L and M but only with respect to the **residence premises**. This coverage does not apply to **bodily injury** to an employee arising out of or in the course of the employee's employment by the person or organization.

This option applies only with respect to the location shown in the **Declarations**.

Option BP - Business Property. The **COVERAGE B - PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a **business**,

including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,000 limit is replaced with the amount shown in the **Declarations** for this option.

Option BU - Business Pursuits. SECTION II - EXCLUSIONS, item 1.b. is modified as follows:

1. Section II coverage applies to the **business** pursuits of an **insured** who is a:

- a. clerical office employee, salesperson, collector, messenger; or
- b. teacher (except college, university and professional athletic coaches), school principal or school administrator;

while acting within the scope of the above listed occupations.

2. However, no coverage is provided:

- a. for **bodily injury** or **property damage** arising out of a **business** owned or financially controlled by the **insured** or by a partnership of which the **insured** is a partner or member;
- b. for **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature (other than teaching or school administration). This exclusion includes but is not limited to:
 - (1) computer programming, architectural, engineering or industrial design services;
 - (2) medical, surgical, dental or other services or treatment conducive to the health of persons or animals; and
 - (3) beauty or barber services or treatment;
- c. for **bodily injury** to a fellow employee of the **insured** injured in the course of employment; or
- d. when the **insured** is a member of the faculty or teaching staff of a school or college:
 - (1) for **bodily injury** or **property damage** arising out of the maintenance, use, loading or unloading of:

- (a) draft or saddle animals, including vehicles for use with them; or

- (b) aircraft, **motor vehicles**, recreational motor vehicles or watercraft, airboats, air cushions or personal watercraft which use a water jet pump powered by an internal combustion engine as the primary source of propulsion;

owned or operated, or hired by or for the **insured** or employer of the **insured** or used by the **insured** for the purpose of instruction in the use thereof; or

- (2) under Coverage M for **bodily injury** to a pupil arising out of corporal punishment administered by or at the direction of the **insured**.

Option FA - Firearms. Firearms are insured for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. we do not insure for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
 - a. mechanical breakdown, wear and tear, gradual deterioration;
 - b. insects or vermin;
 - c. any process of refinishing, renovating, or repairing;
 - d. dampness of atmosphere or extremes of temperatures;
 - e. inherent defect or faulty manufacture;
 - f. rust, fouling or explosion of firearms;
 - g. breakage, marring, scratching, tearing or denting unless caused by fire, thieves or accidents to conveyances; or
 - h. infidelity of an **insured's** employees or persons to whom the insured property may be entrusted or rented;

2. our limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
3. our limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and
4. our limits for loss by any covered peril except those in items 2. and 3. are those shown in the **Declarations**.

Option HC - Home Computer. The **COVERAGE B - PERSONAL PROPERTY, Special Limits of Liability**, item i., for electronic data processing system equipment and the recording or storage media used with that equipment is increased to be the amount shown in the **Declarations** for this option.

Option ID - Increased Dwelling Limit. We will settle losses to damaged building structures covered under **COVERAGE A - DWELLING** according to the **SECTION I - LOSS SETTLEMENT** provision shown in the **Declarations**.

If the amount you actually and necessarily spend to repair or replace damaged building structures exceeds the applicable limit of liability shown in the **Declarations**, we will pay the additional amounts not to exceed:

1. the Option ID limit of liability shown in the **Declarations** to repair or replace the Dwelling; or
2. 10% of the Option ID limit of liability to repair or replace building structures covered under **COVERAGE A - DWELLING, Dwelling Extension**.

Report Increased Values. You must notify us within 90 days of the start of any new building structure costing \$5,000 or more; or any additions to or remodeling of building structures which increase their values by \$5,000 or more. You must pay any additional premium due for the increased value. We will not pay more than the applicable limit of liability shown in the **Declarations**, if you fail to notify us of the increased value within 90 days.

Option IO - Incidental Business. The coverage provided by this option applies only to that incidental **business** occupancy on file with us.

1. **COVERAGE A - DWELLING, Dwelling Extension**, item 2.b. is deleted.
2. **COVERAGE B - PERSONAL PROPERTY** is extended to include equipment, supplies and furnishings usual and

incidental to this **business** occupancy. This Optional Policy Provision does not include electronic data processing system equipment or the recording or storage media used with that equipment or merchandise held as samples or for sale or for delivery after sale.

The Option IO limits are shown in the **Declarations**. The first limit applies to property on the **residence premises**. The second limit applies to property while off the **residence premises**. These limits are in addition to the **COVERAGE B - PERSONAL PROPERTY, Special Limits of Liability** on property used or intended for use in a **business**.

3. Under Section II, the **residence premises** is not considered **business** property because an **insured** occupies a part of it as an incidental **business**.
4. **SECTION II - EXCLUSIONS**, item 1.b. of Coverage L and Coverage M is replaced with the following:
 - b. **bodily injury or property damage** arising out of **business** pursuits of an **insured** or the rental or holding for rental of any part of any premises by an **insured**. This exclusion does not apply:
 - (1) to activities which are ordinarily incident to non-**business** pursuits or to **business** pursuits of an **insured** which are necessary or incidental to the use of the **residence premises** as an incidental **business**;
 - (2) with respect to Coverage L to the occasional or part-time **business** pursuits of an **insured** who is under 19 years of age;
 - (3) to the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an incidental **business** or private garage;
 - (4) when the dwelling on the **residence premises** is a two family dwelling and you occupy

one part and rent or hold for rental the other part; or

- (5) to farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.

5. This insurance does not apply to:

- a. **bodily injury** to an employee of an **insured** arising out of the **residence premises** as an incidental **business** other than to a **residence employee** while engaged in the employee's employment by an **insured**;
- b. **bodily injury** to a pupil arising out of corporal punishment administered by or at the direction of the **insured**;
- c. liability arising out of any acts, errors or omissions of an **insured**, or any other person for whose acts an **insured** is liable, resulting from the preparation or approval of data, plans, designs, opinions, reports, programs, specifications, supervisory inspections or engineering services in the conduct of an **insured's** incidental **business** involving data processing, computer consulting or computer programming; or
- d. any claim made or suit brought against any **insured** by:
 - (1) any person who is in the care of any **insured** because of child care services provided by or at the direction of:
 - (a) any **insured**;
 - (b) any employee of any **insured**; or
 - (c) any other person actually or apparently acting on behalf of any **insured**; or
 - (2) any person who makes a claim because of **bodily injury** to any person who is in the care of any **insured** because of child care services provided by or at the direction of:
 - (a) any **insured**;

(b) any employee of any **insured**; or

(c) any other person actually or apparently acting on behalf of any **insured**.

Coverage M does not apply to any person indicated in (1) and (2) above.

This exclusion does not apply to the occasional child care services provided by any **insured**, or to the part-time child care services provided by any **insured** who is under 19 years of age.

Option JF - Jewelry and Furs. Jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones, gold other than goldware, silver other than silverware and platinum are insured for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. we do not insure for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
 - a. mechanical breakdown, wear and tear, gradual deterioration;
 - b. insects or vermin;
 - c. inherent vice; or
 - d. seizure or destruction under quarantine or customs regulations;
2. our limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
3. our limits for loss by theft are those shown in the **Declarations** for this option; and
4. our limits for loss by any covered peril except those in items 2. and 3. are those shown in the **Declarations** for this option.

Option OL - Building Ordinance or Law.

1. Coverage Provided.

The total limit of insurance provided by this Building Ordinance or Law provision will not exceed an amount equal to the Option OL percentage shown in the **Declarations** of the Coverage A limit shown in the **Declarations** at the time of the loss, as adjusted by the inflation coverage provisions of the policy. This is an additional amount of insurance and applies only to the dwelling.

2. Damaged Portions of Dwelling.

When the dwelling covered under **COVERAGE A - DWELLING** is damaged by a Loss Insured we will pay for the increased cost to repair or rebuild the physically damaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs.

3. Undamaged Portions of Damaged Dwelling.

When the dwelling covered under **COVERAGE A - DWELLING** is damaged by a Loss Insured we will also pay for:

- a. the cost to demolish and clear the site of the undamaged portions of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs; and
- b. loss to the undamaged portion of the dwelling caused by enforcement of any ordinance or law if:
 - (1) the enforcement is directly caused by the same Loss Insured;
 - (2) the enforcement requires the demolition of portions of the same dwelling not damaged by the same Loss Insured;
 - (3) the ordinance or law regulates the construction or repair of the dwelling, or establishes zoning or

land use requirements at the described premises; and

- (4) the ordinance or law is in force at the time of the occurrence of the same Loss Insured; or
- c. the legally required changes to the undamaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs.

4. Building Ordinance or Law Coverage Limitations.

- a. We will not pay for any increased cost of construction under this coverage:
 - (1) until the dwelling is actually repaired or replaced at the same or another premises in the same general vicinity; and
 - (2) unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years.
- b. We will not pay more for loss to the undamaged portion of the dwelling caused by the enforcement of any ordinance or law than:
 - (1) the depreciated value of the undamaged portion of the dwelling, if the dwelling is not repaired or replaced;
 - (2) the amount you actually spend to replace the undamaged portion of the dwelling if the dwelling is repaired or replaced.
- c. We will not pay more under this coverage than the amount you actually spend:
 - (1) for the increased cost to repair or rebuild the dwelling at the same or another premises in the same general vicinity if relocation is required by ordinance or law; and
 - (2) to demolish and clear the site of the undamaged portions of the dwelling caused by enforcement of building, zoning or land use ordinance or law.

We will never pay for more than a dwelling of the same height, floor area and style on the same or similar premises as the dwelling, subject to the limit provided in paragraph 1. **Coverage Provided** of this option.

Option SG - Silverware and Goldware Theft. The **COVERAGE B - PERSONAL PROPERTY, Special Limits of Liability**, item h., for theft of silverware and goldware is increased to be the amount shown in the **Declarations** for this option.

IN WITNESS WHEREOF, this Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yawell

Secretary

Michael J. Tignor

President

The Board of Directors, in accordance with Article VI(c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

) COURT OF COMMON PLEAS
) C/A #: 2016-CP-10-2272

Saundra Hoffman,

Plaintiff,

$$V.$$

State Farm Fire and Casualty
Company,

Defendant.

VIRTUAL DEPOSITION OF
TAMYACHTA EDWARDS

* * * * *

Wednesday, August 19, 2020

1:11 p.m. - 5:09 p.m.

The deposition of TAMYACHTA EDWARDS, being conducted virtually on behalf of the Plaintiff, on the 19th day of August, 2020 before Amber Scarborough, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.



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VIRTUAL APPEARANCES

Pamela R. Mullis, Esquire

Mullis Law Firm, PA
1229 Elmwood Avenue
Columbia, South Carolina 29201
Attorney for the Plaintiff

Robert W. Whelan, Jr., Esquire

Nelson, Mullins, Riley & Scarborough, LLP
1320 Main Street, 17th Floor
Columbia, South Carolina 29201
Attorney for the Defendant

INDEX

<u>PRELIMINARY MATTERS AND OBJECTIONS:</u>	<u>PAGE</u>
MR. WHELAN.	4
 <u>MS. EDWARDS:</u>	
MS. MULLIS. EXAMINATION.	5
MR. WHELAN. EXAMINATION.	108
MS. MULLIS. RE-EXAMINATION.	121
MR. WHELAN. RE-EXAMINATION.	122
MS. MULLIS. RE-EXAMINATION.	123
MR. WHELAN. RE-EXAMINATION.	124
Certificate	127

EXHIBITS

Plaintiff's Exhibit Number 1.	22,72,126
(File History Information)	
Plaintiff's Exhibit Number 2.	126
(Letter to Sandra Hoffman from Tamyachta Edwards dated January 10, 2018)	
Plaintiff's Exhibit Number 3.	126
(Phone Logs)	



STIPULATIONS

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

It is stipulated by and between counsel and the witness that the deposition is being conducted by remote means and the court reporter is not present with the witness.

It is stipulated by and between counsel and the witness that the reading and signing of the following deposition be, and the same are, hereby waived.



1 **PRELIMINARY MATTERS AND OBJECTIONS:**

2 **MR. WHELAN:** So, I just wanted to put on the record
3 that there's a disagreement over the taking of
4 this deposition. State Farm objects to the
5 deposition being recorded, the video being
6 recorded, for use at trial or otherwise for a
7 few reasons. Number one, I think that the use
8 of the video is improper in this case under
9 Rule 30, which allows for video taped
10 depositions where more than \$100,000 has been
11 pled, that hasn't occurred here. Number two,
12 I object to the recording being done over Zoom
13 as opposed to being done by a videographer. We
14 did reconvene this deposition to bring the
15 deponent to my Atlanta office. I'm not waiving
16 any objections under Rule 30, but to allow for
17 a videographer to appear in the office. And
18 then I don't think any of the requirements of
19 the Rule 30 pertain to video depositions will
20 be complied with, so I object on that basis as
21 well. That's it.

22 **COURT REPORTER:** Ms. Mullis, would you like me to
23 swear in the witness?

24 **MS. MULLIS:** Please.

25 **MR. WHELAN:** Sure.



TAMYACHTA EDWARDS

5

1 **COURT REPORTER:** Okay. If you'll raise your right
2 hand, Ms. Edwards.

3 **MS. EDWARDS:** (Witness complies).

4 **COURT REPORTER:** Do you swear or affirm the
5 following testimony is the truth, the whole
6 truth, and nothing but truth?

7 **MS. EDWARDS:** I do.

8 **COURT REPORTER:** Thank you.

9 **TAMYACHTA EDWARDS,** having been duly sworn, deposes
10 and testifies as follows:

11 **MS. EDWARDS - EXAMINATION BY MS. MULLIS:**

12 Q: And if you'll state your full name for the
13 record.

14 A: Tamyachta Edwards.

15 Q: Is that your full name?

16 A: Tamyachta Edwina Edwards.

17 Q: Okay. Thank you. Can you hear me okay?
18 There's a little bit of feedback on here.

19 A: Yes, I can hear you.

20 Q: Okay. So, have you ever been deposed before?

21 A: Yes, I have.

22 Q: Okay. So, you understand that this is a
23 question and answer session?

24 A: Yes.

25 Q: And I'm going to ask questions and you're going



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TAMYACHTA EDWARDS

6

1 to answer them and that we're going to need
2 verbal answers from you?

3 A: Yes.

4 Q: If at any point that you don't understand the
5 question I'm going to ask you to ask me to
6 clarify the question, do you understand that?

7 A: Yes, I do.

8 Q: And if at any point the question is vague or
9 ambiguous you'll simply ask me and I'll be
10 happy to rephrase the question for you, is that
11 fair?

12 A: Yes.

13 Q: And you said that this is not the first
14 deposition that you've done?

15 A: Correct.

16 Q: How many depositions do you think you've done?

17 A: This is my second.

18 Q: And was that deposition done as part of your
19 employment with State Farm?

20 A: Yes, it was.

21 Q: When was that deposition?

22 A: I don't remember the exact date or year.

23 Q: Was it within the last five years or the last
24 ten years?

25 A: Within the last six years.



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TAMYACHTA EDWARDS

7

1 Q: Do you know what lawyer you were with when you
2 did that deposition?

3 A: No, I don't.

4 Q: Do you know what state that deposition was
5 taken in?

6 A: Yes, it was here in Georgia.

7 Q: Was it for a claim in Georgia?

8 A: No, it wasn't.

9 Q: What state was the claim in?

10 A: It was in -- it was in New York.

11 Q: And what was the substance of the deposition or
12 the claim being made in that case?

13 A: For property damage to windows.

14 Q: Okay. So, if at any point during this
15 deposition if you need a break, if you'll just
16 let me know, I'll be happy to take a break for
17 you. All right?

18 A: Okay.

19 Q: And if you take a break you cannot discuss the
20 substance of your testimony with your attorneys
21 that are sitting there with you. You
22 understand that, right?

23 A: Yes, I understand.

24 Q: Okay, thank you. So, we're here today about a
25 claim that's been filed with, by Sandra Hoffman



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TAMYACHTA EDWARDS

8

1 that's related to a pipe that burst in her
2 garage that happened on January 8th of 2014.
3 Were you involved in that claim?

4 A: Yes, I was.

5 Q: And how do you know you were involved in that
6 claim?

7 A: I remember the claim and I was assigned to the
8 claim.

9 Q: Okay. How do you remember that claim
10 specifically?

11 A: Because I remember Ms. Hoffman and a recent
12 deposition prep.

13 Q: Okay. You've recently review documents that
14 refresh your recollection of the claim?

15 A: I have reviewed file notes, yes.

16 Q: Okay. How many claims would you say you handle
17 or adjust within any year?

18 A: I can't guess on that because I don't know.

19 Q: Okay. So, help me like narrow down numbers at
20 least. Do you have any idea like how many
21 claims you would monitor at any one time?

22 A: Well, we're -- we strive off of weather so it
23 depends on the weather. We could 40 claims, we
24 could have 90 claims, it just depends on the
25 weather and the activity of the weather.



1 Q: So, you could be handling at one time anywhere
2 between 40 and 90 claims, is that correct?

3 A: That's correct.

4 Q: And how long do those claims normally last?

5 A: Right now we typically keep them up to two
6 years.

7 Q: Why up to two years?

8 A: That's the, their payment policy, usually
9 that's the time frame that you have to replace
10 your items. So typically we don't have claims
11 longer than two years.

12 Q: Okay. So, you're saying that the policy makes
13 the limitation of two years, is that correct?

14 A: Well, each claim is handled on it's own merits,
15 but typically most states offer two years.

16 Q: Okay. Does that include South Carolina?

17 A: As far as on replacement it had -- handling the
18 claims it's usually for two years in South
19 Carolina as well.

20 Q: And you're saying that, that's based on the
21 policy or the statute of limitations in South
22 Carolina?

23 A: As far as me handling the claim, we usually
24 keep the claims for two years. So, the statute
25 of limitations is usually different than the



1 two years for replacement of items.

2 Q: Okay. So, you'll have to expand on that a
3 little bit. You said as far as replacing the
4 items it could take longer, is that correct?

5 A: No, that's not what I was stating.

6 Q: Okay. Explain to me what you were stating
7 then.

8 A: I thought you were asking that how long do we
9 normally keep the claims and we normally keep
10 the claims for two years because that's the two
11 year policy provisions to replace the items, so
12 we normally keep the claims for two years.

13 Q: And then what happens after two years?

14 A: Usually the claims are closed because they
15 replaced their items within the two years.

16 Q: And if someone isn't able to replace their
17 items within two years what happens?

18 A: They will have to send something in and let us
19 know, but typically, based off the policy,
20 because each claim is handled on it's own
21 merits and based off the policy, if it says two
22 years they will not be able to make any
23 additional settlements after the two years for
24 the replacing of items.

25 Q: And you said that you reviewed documents



TAMYACHTA EDWARDS

11

1 related to this claim in preparation for the
2 deposition, is that correct?

3 A: Yes.

4 Q: And what documents did you review?

5 A: The file notes and the items drop filed in the
6 claim, as far as the letters that was submit-
7 -- or sent out.

8 Q: Did you review any of the discovery produced
9 from the Claimant in this case?

10 A: It's a little technical for me. Could you,
11 what do you mean by discovery? I'm sorry.

12 Q: Sure. So, she produced, for instance, a call
13 log of phone calls that she'd made to State
14 Farm, did you review any of that?

15 A: I didn't see that in the claim.

16 Q: And there were photographs of items that she'd
17 submitted, did you review any of the
18 photographs?

19 A: I didn't recall there being any photographs in
20 the claim.

21 Q: Do you know how many items were included in
22 this claim?

23 A: From what I saw that was in the drop file
24 documents it was about 48 items that I saw, but
25 later on after the claim was closed I was



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TAMYACHTA EDWARDS

12

1 advised that there was 700 maybe.

2 Q: So, 700 items were made in the claim, is that
3 correct?

4 A: I didn't see that in the documents, but later
5 I found out they're in the contents, yes.

6 Q: So, where are you getting 48 from?

7 A: From the, all the documents in the file.

8 Q: What documents in the file indicate that there
9 are 48 items that were claimed?

10 A: The Claim Summary.

11 Q: So, is that what State Farm paid on were 48
12 items?

13 A: I don't know the exact number we paid on. I
14 based that off of the amount that I remember
15 seeing in the claim.

16 Q: Okay. And where are you getting the 700 items?

17 A: After, I was advised that after we closed the
18 claim that she submitted 700 items and that was
19 discussed after this suit was filed that I was
20 made aware.

21 Q: Do you know when the additional items went from
22 48 to 700 items?

23 A: No, I can't recall the date.

24 Q: And how did she submit items for the claim?

25 A: She submitted items through the program called



TAMYACHTA EDWARDS

13

1 Enservio.

2 Q: I'm sorry, it's called?

3 A: Enservio.

4 Q: Enservio?

5 A: Yes.

6 Q: Okay. So, can she just go into Enservio and
7 submit items into Enservio when she wants to?

8 A: Yes, she can.

9 Q: If the claim is closed do you have to open or
10 give her access to Enservio?

11 A: No, I do not.

12 Q: Okay. So, she has full access to submit any
13 items into Enservio as long as she wants to, is
14 that correct?

15 A: At that time, yes.

16 Q: So, if she wanted to go in and submit items
17 into Enservio now she could do that?

18 A: I'm not sure. We no longer use Enservio.

19 Q: Okay. When was the last date that she could go
20 in and submit items into Enservio?

21 A: I'm not sure. We haven't used Enservio for a
22 while.

23 Q: Well, how familiar were you with Enservio when
24 you were using it, were you trained on it?

25 A: Yes, I was trained on Enservio.



TAMYACHTA EDWARDS

14

1 Q: And how long did you use Enservio?

2 A: I don't know how many, exactly how long we had
3 Enservio. I would say maybe a year.

4 Q: So, you think that y'all, that State Farm used
5 Enservio for maybe a year?

6 A: I don't know the exact date, but I used
7 Enservio for maybe a year.

8 Q: Okay. And in order for her to input
9 information into Enservio did she have to get
10 a username and password to do that?

11 A: Yes. She did have to set it up, that up, to
12 enter Enservio.

13 Q: Did State Farm have to provide that information
14 to her, did that come from State Farm?

15 A: No, she had to set it up herself.

16 Q: Okay. Did State Farm have the ability to shut
17 down her access in and out of Enservio?

18 A: No, we do not.

19 Q: So, as you sit here today you don't know when
20 the last time she had access into Enservio was,
21 is that what you were saying?

22 A: Correct, that's what I'm saying.

23 Q: Do you know when this claim was closed by State
24 Farm?

25 A: No, I don't know the date.



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1 Q: Well, you had indicated earlier that the claims
2 are only valid for two years. Would it not
3 have been closed after two years?

4 MR. WHELAN: Object to the Form. Amber, did you
5 hear that? Can you hear it?

6 COURT REPORTER: (Nods head.)

7 MS. MULLIS: It would be easier if you would unmute
8 when you make objections, Robbie.

9 MR. WHELAN: Can you hear me?

10 MS. MULLIS: Yeah. We can hear you from her
11 microphone there, both you and her -

12 MR. WHELAN: I'm just trying to cut out the echo
13 that we're getting.

14 MS. MULLIS: Either way you want to do, that's fine.

15 MR. WHELAN: All right. Amber, object to the form.

16 MS. MULLIS: You've got to unmute it. That was fun.
17 Thanks. (Laughing).

18 MS. EDWARDS: I need you to repeat the question.

19 MS. MULLIS: I wasn't quite sure what it was at this
20 point. I had so much fun dealing with him.

21 Q: Do you know if -- all right. So, we were
22 talking about if State Farm closed the claim
23 after two years or cut off her access to input
24 information into the Enservio after two years.
25 Do you know if that occurred?



TAMYACHTA EDWARDS

16

1 A: We can't cut off her access to Enservio, State
2 Farm cannot.

3 Q: Okay. Do you know why?

4 A: Enservio is a third party, so we don't have
5 access to what the policy does on her end.

6 Q: Did you continue to have discussions with her,
7 with Cindy Hoffman about her claim after two
8 years?

9 A: Yes, I did.

10 Q: Okay. So, if her limitation was two years why
11 did you continue to have conversations with her
12 about her claim after that date?

13 A: The two years is for the replacement costs. We
14 were discussing some of the items that she
15 submitted that didn't have the correct
16 replacement costs. So, that's why just were
17 discussing that for the cost to replace the
18 items.

19 Q: Okay. So, you were discussing specific items
20 that were already in Enservio, is that correct?

21 A: Yes, that's correct.

22 Q: Okay. And what was the problem with the items
23 that you were discussing with Ms. Hoffman?

24 A: She had advised that she didn't believe that
25 the replacement costs were correct and they



TAMYACHTA EDWARDS

17

1 were valued more. So, she wanted to go back
2 and research and confirm that the price was
3 correct that State Farm had.

4 Q: So, she was correcting the price on things?

5 A: Yes.

6 Q: Did you send her any kind of letter or notice
7 in 2016 or in 2015 that she was approaching a
8 limitation of two years to submit her claim?

9 A: I don't know off memory. I would have to look
10 at the documents.

11 Q: Okay. So, in the documents that you reviewed
12 did you see any letter that you sent her that
13 advised her that she had a limitation
14 approaching the two years to make that claim?

15 A: I don't remember.

16 Q: So, Robbie's going to bring in the claims file
17 in just a minute that has the documents State
18 Farm's produced in the letters and what we'd be
19 looking for is a letter in 2015, the end of
20 2015, is that correct? What's your
21 understanding of when this incident occurred?
22 So, January 8th of 2014, right?

23 A: Could you repeat the question?

24 Q: When the incident occurred on January 8th of
25 2014.



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1 A: The date of loss, yes.

2 Q: So, she had all of 2014 and all of 2015 to make
3 claims, is that correct?

4 A: To replace the items, Are we speaking of the
5 two year to replace the items?

6 Q: You're talking about a two year policy
7 limitation to replace the items, is that
8 correct?

9 A: That is correct.

10 Q: But not a two year statute of limitations?

11 A: Correct, to replace the items.

12 Q: Okay. And what are you distinguishing between
13 a two year policy limitation and a two year
14 statute of limitations?

15 A: I've never discussed a two year statute of
16 limitations. The two year policy provisions is
17 the two year time frame that you have to
18 replace your items.

19 Q: And did you ever discuss the two year policy
20 limitations with Ms. Hoffman?

21 A: To replace her items?

22 Q: Yes.

23 A: Yes, I did.

24 Q: When did you discuss that with her?

25 A: I don't know the date, but I know the original



TAMYACHTA EDWARDS

19

1 adjuster addressed it in 2014 and also I
2 discussed it with her.

3 Q: Okay. So, my question was so, you said the
4 original adjuster did, but I can ask that
5 adjuster about that. When do you think you
6 discussed it with her?

7 A: I don't know the date.

8 Q: Okay. Did you send her a letter about it?

9 A: I don't know. I'd have to check the documents.

10 Q: Okay. Would State Farm have a duty to advise
11 her about her policy and the limitations of
12 filing under her policy?

13 **MR. WHELAN:** Object to the form.

14 A: Yes. We have a duty to advise her of her
15 policy.

16 Q: Okay. And are your phone calls recorded with
17 State Farm?

18 A: I don't know.

19 Q: Well, every time I call State Farm it says,
20 this call is being recorded for quality
21 assurance. Do you know ---

22 **MR. WHELAN:** Object to the form.

23 Q: --- do you know if your phone calls with State
24 Farm are recorded?

25 A: As far as I know I don't know.



TAMYACHTA EDWARDS

20

1 Q: Have you ever listened to a phone call of yours
2 that's been recorded at State Farm?

3 A: I listened to a call that my manager
4 specifically recorded.

5 Q: Okay. Was it you on the phone or your manager?

6 A: I was on the call.

7 Q: Have you ever been advised that your phone
8 calls at State Farm are recorded?

9 A: No, not that I can remember.

10 Q: Okay. So, as we sit here today, you don't know
11 whether or not your phone calls at State Farm
12 are recorded or not?

13 A: I cannot say for sure.

14 Q: Do you believe that State Farm has a duty to
15 advise your insured, Ms. Hoffman, of an
16 approaching limitation on filing claims under
17 her policy?

18 **MR. WHELAN:** Object to the form.

19 A: Yes. I believe State Farm has a duty if we're
20 aware that there is a policy or limit that's
21 approaching.

22 Q: And do you know if you advised her that there
23 was an approaching limitation to file claims
24 under her policy in 2015?

25 A: She was advised of her two year policy



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1 provision of limitations, yes.

2 Q: In 2015?

3 A: I don't know the date.

4 Q: Do you know if she was sent any kind of letter
5 in 2016 as what State Farm claims the statute
6 of limitations would have been approaching
7 regarding a statute of limitations?

8 A: Statute of limitations, no, there was not a
9 letter sent off.

10 Q: But a letter was sent to her in January of 2018
11 that referenced the statute of limitations by
12 you. Do you recall that letter?

13 A: Yes, in 2018, yes.

14 Q: Do you know when Ms. Hoffman reported this
15 claim?

16 A: No, I don't know the exact date.

17 Q: If she reported it ---

18 **MR. WHELAN:** I'm sorry, Pam, I could not get it off
19 of mute, but I want to object to the question
20 that said that a letter of reference to the
21 statute of limitations. Sorry to interrupt
22 you.

23 Q: If she reported this directly to her agent,
24 Charles Percy, would that be in your claims
25 history?



1 A: It may be, it depends on how the claim was
2 filed.

3 Q: So, it's my understanding from your claims file
4 that -- it's coming I think.

5 MS. MULLIS: Robbie, is it coming?

6 MR. WHELAN: Let's go off the for a second.

7 MS. MULLIS: Sure.

8 (Off the record from 1:38 p.m. - 1:41 p.m.)

9 Q: So, Ms. Edwards, you have in front of you,
10 marked in the bottom right hand corner, HOFFMAN
11 SF pages 17 through 29 and that's the complete
12 File History Information, but tell us what that
13 is.

14 (Plaintiff's Exhibit Number 1 was introduced into the
15 record.)

16 A: Could you clarify the question? You asked me
17 to tell you what the document is in front of
18 me? Oh, the File History Information.

19 Q: Okay. Where does that come from?

20 A: This comes from the claim file that we have on
21 our computer screen.

22 Q: Okay. So, is it -- it's a document that would
23 be generated from your computer?

24 A: Yes. This seems to be what's generated from my
25 computer.



1 Q: All right. And what kind of computer generates
2 -- what kind of computer program generates this
3 document?

4 A: We use ECS Systems, so I'm assuming that's what
5 you're asking, what kind of program, yeah.

6 Q: And is it calendering program? How would you
7 describe that program?

8 A: It's a program that allows us to document
9 everything that transpires in the claim and it
10 dates and has the time frame; it stamps it for
11 us.

12 Q: So, does it do the date and time for you?

13 A: Yes, it does.

14 Q: And it looks like it's running in central time?

15 A: Yes, central standard time.

16 Q: Okay. So, I'm on page 28 it looks like, that
17 may be at the beginning of the claim. Does it
18 -- does it run the claim backwards? Is this
19 document like an email, so it's chronologically
20 backwards?

21 A: Yes. The way it's in the system it gives the
22 most recent date first. Yeah.

23 Q: Like a medical record. That would make sense
24 so you would know what was going on with the
25 document, the claim most recently, is that



1 correct?

2 A: That's correct.

3 Q: And I'm on page 28, so the beginning of the
4 claim. From your perspective, when you first
5 got the file, would you have reviewed any prior
6 claims history on the files?

7 A: Yes. I would have reviewed the prior claims
8 that was on the file.

9 Q: Because on February 4th, 2014, you were not the
10 adjuster on file, were you?

11 A: No, I was not.

12 Q: Okay. But is that your understanding of when
13 the claim was initially reported to State Farm?

14 A: I don't know when it was initially reported.

15 Q: Is that the first date and time inputted to
16 your system that you see?

17 A: Yes, that's the first date that I see.

18 Q: And if Ms. Hoffman indicates or testified
19 earlier that she called her and contacted her
20 on agent on January 8th of 2014, you wouldn't
21 necessarily dispute that because it may not be
22 in this computer system, is that correct?

23 **MR. WHELAN:** Object to the form.

24 A: I can't dispute it or agree because we wouldn't
25 know on our end.



1 Q: Would her agent have access to this computer
2 system to be able to input that information
3 into it?

4 A: No, they have a different system.

5 Q: So, if Ms. Hoffman contacted her agent, Charles
6 Percy, and reported the claim on January the
7 8th of 2014, it wouldn't have gone to this
8 computer system, is that correct?

9 A: That is correct.

10 Q: But the first time that any information was put
11 into this computer system beginning this claim
12 was on what date?

13 A: If that is from the time of the claim note,
14 February 4th, 2014.

15 Q: Okay. And what does it say or what is your
16 understanding of this claim when you reviewed
17 this claim's history? You can just read it if
18 you want to.

19 A: Repeat the question for me.

20 Q: What's your understanding of the claim that was
21 opened on February 4th of 2014, indicated in
22 this computer system?

23 **MR. WHELAN:** Object to the form.

24 A: I need you to be, I'm sorry, a little more
25 specific. What is my -- of just the entire



1 claim or just when it was filed in 2014?

2 Q: When it was filed in 2014.

3 A: Based on the file log it says, remarks from the
4 agency, so it says here it's a new claim,
5 filed from the agent's office.

6 Q: So, in fact you, State Farm received the claim
7 from the agent's office, is that correct?

8 A: Yes. Based off of this note here, that's our
9 notification that it was from the agent.

10 Q: Not directly from your insured, Ms. Hoffman?

11 A: Correct.

12 Q: Do you know what agent's office sent it to you?

13 A: No. It doesn't state which agent's office.

14 Q: Okay. And how do you know? Some of it's in a
15 little bit of shorthand, so how do you know it
16 came in from an agent's office?

17 A: The first file note from February 4, 2014, when
18 it specifically remarks from agent, when we get
19 new claims that let's us know that it was
20 reported by the agent's office.

21 Q: And you're at the bottom of Page 28?

22 A: Yes. No, 29.

23 Q: Ah, sorry. Thank you. So, it was initially
24 reported by her agent, is that correct?

25 A: That is correct.



TAMYACHTA EDWARDS

27

1 Q: Okay. Thank you. And then what happened next
2 on the claim?

3 A: February 4th 2014, she contacted the policy
4 owner to discuss the damages.

5 Q: And what was reported as the claim that was
6 being made at that time?

7 A: A pipe burst in the garage.

8 Q: And was State Farm under the understanding that
9 there were other things that were damaged that
10 were going to be claimed?

11 **MR. WHELAN:** Object to the form.

12 A: Yes. It says drywall, insulation, leather
13 sofa, loveseat, crib, dishes, table, and
14 collectibles.

15 Q: What is email PPIF mean?

16 A: That's our personal property form that we can
17 mail to the policy holder to actually fill out
18 the list versus doing it online.

19 Q: Says plumber fixed and stated COL.

20 A: Yes. You mean what COL means? Cause of Loss.

21 Q: Thanks. Little bit of insurance shorthand.

22 A: Yeah.

23 Q: We get to learn that as we do this. All right.
24 So, at that point she was mailed hard copy
25 forms, is that correct, to fill out for this



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1 loss?

2 A: Yes, this says it was emailed over to her.

3 Q: Okay. So, she wasn't given information at that
4 point to put into Enservio?

5 A: No, she wasn't.

6 Q: Okay. So, then when was she provided with the
7 information or told how to get into Enservio?

8 A: I'll have to look in the file notes. Do you
9 mind if I take a look?

10 Q: Sure, go ahead.

11 A: It says here on February 17th, 2014, discussed
12 XactContents Collaboration and advised of a
13 diagnostic report. So, XactContents
14 Collaboration was done on February the 17th of
15 2014.

16 Q: And is that her getting into Enservio?

17 A: That is actually a different program than
18 Enservio, but this date we were using Enservio.

19 Q: Okay.

20 A: November 9th, 2015 there was a note sent to
21 Enservio Collaboration to the policy holder.

22 Q: Okay.

23 A: On the same day I placed a call to Ms. Hoffman
24 and discussed how to update an email
25 information on Enservio.



TAMYACHTA EDWARDS

29

1 Q: Was that the first time she put anything into
2 Enservio?

3 A: That's the first time we dis- ---

4 **MR. WHELAN:** Object to the form. Go ahead.

5 **MS. EDWARDS:** You can -- can they hear you?

6 **MR. WHELAN:** Amber, did you hear me?

7 **COURT REPORTER:** (Indicates yes.)

8 **MR. WHELAN:** You did?

9 **COURT REPORTER:** (Nods head.)

10 A: That was the first time we discussed it.

11 Q: Okay. So, my question was, was that the first
12 time that she had input any items into
13 Enservio?

14 A: I will have to check (technical break in
15 audio).

16 **COURT REPORTER:** I'm sorry Miss, could you just
17 repeat what you just said. It was breaking up
18 there.

19 A: I -

20 Q: Yes, ma'am.

21 A: I will have to check the date for what she
22 input. The first date that she input items
23 into Enservio was January 1st, 2016.

24 Q: January 1st, 2016?

25 A: Yes.



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1 Q: Started putting stuff into Enservio?

2 A: Yeah. That's when she started putting items
3 into Enservio.

4 Q: Okay. So, when did you take over the claim?

5 A: I won't be able to tell based off of these
6 notes. I would need to know the ECS program
7 when the performer changes were being assigned
8 to myself.

9 Q: Okay. So, you can't tell from the performer in
10 the program when you took over the claim?

11 A: I can tell by the performer changes in the
12 program, but that's not in the file note.

13 Q: Okay. So, just because there's a different
14 performer doesn't necessarily mean that you
15 were handling the claim, is that correct?

16 A: That's incorrect.

17 Q: All right. Tell me what you mean by that.

18 A: Just because you see a different name in the
19 file doesn't mean the claim was reassigned.
20 You will have to check the performer changes in
21 the actual ECS to see when I was reassigned the
22 claim.

23 Q: Okay. So, what document tells me that? This
24 is the file history information?

25 A: Correct.



TAMYACHTA EDWARDS

31

1 Q: What document tells me who's got or who the
2 claim is assigned to that's in ECS?

3 A: It's not a document. You will have to look in
4 ECS under performer changes.

5 Q: And it's under performer ---

6 A: Changes.

7 Q: That's a different one is what you're saying?

8 A: It's not the document, it's in the program,
9 yeah.

10 Q: So, the first time I see you acting on the file
11 -- when do you see, when do you first see you
12 as a performer on the file?

13 A: April 3rd, 2015.

14 Q: Okay. And what did you do -- what's the bottom
15 -- what page number is that?

16 A: This is the bottom of page 23, yes.

17 Q: And what are you doing there?

18 A: I was returning a voice mail from Mrs. Hoffman.

19 Q: Okay. So, she called in?

20 A: Yes.

21 Q: And what did -- what was the substance of that
22 conversation?

23 A: She advised that she had health issues and
24 taking care of her, a family member and she was
25 just not able to start on her contents.



TAMYACHTA EDWARDS

32

1 Q: Okay. In fact she had advised that her uncle
2 had just died and she was taking care of
3 someone that had just passed, is that correct?

4 A: That is correct.

5 Q: Okay. And does State Farm give any
6 consideration for someone having health issues
7 or a death in the family when they're
8 attempting to make a claim of this magnitude?

9 **MR. WHELAN:** Object to the form.

10 A: From my experience, no, I have not seen it
11 through my experience with State Farm.

12 Q: Okay. It says CO explained to provide RC for
13 items damaged, can you put that in regular
14 lingo for us?

15 A: Yeah. I was asking for the replacement costs
16 for the items that were damaged.

17 Q: CO means what?

18 A: Claim Owner.

19 Q: Explained to provide, what's RC? Replacement
20 costs.

21 A: Yeah.

22 Q: And at -- in that phone call did you advise Ms.
23 Hoffman of how long she had to provide this
24 information?

25 A: Based on this file, no, I did not.



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1 Q: And at this point you're over a year out from
2 the incident, is that correct?

3 A: Yes, that's correct.

4 Q: And had you and the, Ms. Hoffman discussed how
5 many items were involved in this claim at any
6 point?

7 A: No, we didn't discuss it, on the number.

8 Q: And you've seen pictures that she's provided,
9 have you reviewed those pictures at any point?

10 A: The pictures that I saw that she provided were
11 added by her when she submitted her list, so I
12 looked at the ones she submitted her list.

13 Q: Okay. Are you aware there were 2,000 pictures
14 that she submitted with this claim?

15 A: No, I was not aware that there were 2,000.

16 Q: Okay. Actually, more than 2,000, a little over
17 2,000 at this point. Would you have looked at
18 every single one of those pictures?

19 A: If they were submitted in during the time frame
20 that I received them in the claim then, yes, I
21 would have looked at all of the photos.

22 Q: Okay. Do you know at what point you stopped
23 considering the photographs that she was
24 submitting?

25 A: No, I do not.



1 Q: Can you tell from this claims history when
2 State Farm cut off her claim or the items that
3 she was submitting?

4 A: State Farm doesn't -

5 **MR. WHELAN:** I'm sorry, Pam, excuse me. Could you
6 ask that again or Amber could you read it back?
7 The person was bringing in the exhibits and I
8 didn't hear the question.

9 **MS. MULLIS:** I'll ask it again.

10 **COURT REPORTER:** I'm sorry, I'm trying to unmute.

11 Q: Ms. Edwards, do you know at what point State
12 Farm cut off, you cut off accepting the items
13 that she was submitting?

14 **MR. WHELAN:** Object to the form.

15 A: State Farm doesn't cut off the Enservio, so the
16 policy or claim continue to update and enter
17 items into Enservio and also photos. So we
18 never cut it off to enter items.

19 Q: So, at what point did State Farm stop
20 considering what items she was submitting?

21 A: I'll have to look at the file notes. Just a
22 moment. On December 6th, 2017, my manager
23 documented her file.

24 Q: All right. On December 6th of 2017?

25 A: Yes.



1 Q: So, were there items that she submitted into
2 Enservio that were accepted throughout 2017?

3 **MR. WHELAN:** Object to the form.

4 A: I don't see any new items submitted, just
5 updated pricing around that time frame.

6 Q: So, State Farm doesn't have a problem with
7 paying anything in the claim as long as it was
8 submitted within two years as long as -- even
9 if there's an issue with y'all obtaining the
10 amount, is that correct?

11 A: Could you repeat it for me?

12 Q: Sure. So, it was okay for her to go back and
13 update pricing after two years. You're saying
14 the dispute was whether she submitted
15 additional items?

16 A: Well, each claim is handled under it's own
17 merits with her particular claim it was okay to
18 make sure that we had the correct pricing. I
19 had discussed it with a manager prior to, Nick
20 Frampton so, of her particular claim, yes.

21 Q: So, she was permitted to update her pricing
22 throughout 2017, is that correct?

23 **MR. WHELAN:** Object to the form.

24 A: Yes, that is correct.

25 Q: At any point did you advise Ms. Hoffman that



1 she was no longer allowed to submit additional
2 things through Enservio?

3 A: No, I did not.

4 Q: Why?

5 A: She had additional information or additional
6 items, I will allow the policyholder to submit
7 it for review to determine coverage.

8 Q: So, you were allowing her to submit additional
9 items after the two year policy limit, is that
10 correct?

11 A: I allowed her to submit the items for review
12 for coverage, yes.

13 Q: Okay. And the conversation that you had,
14 because we were talking about when you first
15 came into the claim at the bottom of page 23,
16 you had a conversation with her about her being
17 sick and let's see what else, she was supposed
18 to provide replacement costs. Do you know what
19 specific items y'all are talking about?

20 A: No, I do not.

21 Q: And it says she had pictures of items and she
22 was submitting them as well. Was she sending
23 those through Enservio at that point?

24 A: Yes.

25 Q: How do you know?



TAMYACHTA EDWARDS

37

1 A: All her pictures were submitted and attached to
2 the items that she submitted in Enservio.

3 Q: Okay. And that would have been in 2015?

4 A: This file, no, it's from 2015.

5 Q: Okay. And y'all discussed her garage door
6 opener. Do you know if the garage door opener
7 was replaced?

8 A: Yes, it was.

9 Q: And then it looks like there was some kind of
10 printing error and then the next conversation
11 you have with her was in November of 2015, is
12 that correct? I'm still on Hoffman's State
13 Farm 23.

14 A: Yes, that's correct. November 9th, 2015.

15 Q: And what was the substance of that
16 conversation?

17 A: She was having problems with the personal
18 property forms that was sent to her so she was
19 asking for assistance. And I'm sorry, that was
20 in the, in that file note that was Canada,
21 Naaman Canada, and then I followed up with her
22 after that to discuss her contents and
23 uploading the items.

24 Q: So, she contacted State Farm and had a
25 conversation with somebody named Canada where



1 she was having trouble with the claim?

2 A: Yes.

3 Q: And they would -- it indicates reviewed file
4 history, prior file notes, notice where claim
5 was in closed status. Do you know why it at
6 that point the claim was in a closed status in
7 November of 2015?

8 A: Yes. We closed the claims when there's no
9 additional handling of that property adjuster
10 and new information or new mail from the
11 policyholder will automatically reopen it. So,
12 if we're waiting we'll reopen it. It'll be
13 opened when we open it, when she opens it.

14 Q: So, you'd had a conversation with her in April.
15 When she called in November the claim was
16 closed, but it was reopened and then you talked
17 to her at 2:44 eastern standard time. Did you
18 call her back?

19 A: It was not reopened. And yes, I called her
20 back on November 9th, 2015 at 2:44.

21 Q: You're saying it wasn't reopened?

22 A: No. When you submit additional information it
23 automatically reopens.

24 Q: Okay. So, the claim remained closed in
25 November of 2015, is that correct?



1 A: Yes, that's correct.

2 Q: Okay. So, could she have inputted, could she
3 have input information into Enservio between
4 April and November of 2015 into a closed claim?

5 A: Yes, because Enservio is not part of the claim,
6 it's a third party program.

7 Q: Okay. And then it looks like in January 18th
8 of 2016 she was -- says completion of Enservio
9 adjustment, adjustments and images from NI,
10 what does that mean?

11 A: It's a pending note to complete the adjustments
12 from items she submitted on Enservio and images
13 from the named insured.

14 Q: What kind of adjustments would you have been
15 doing?

16 A: We have to depreciate the items based on the
17 age and condition and also confirm everything
18 is correct as far as the pricing. We review
19 the pricing, review the description was input
20 correct, make sure there were no duplicates.

21 Q: Okay. And it looks like you had a detailed
22 conversation on January 28th of 2016. And at
23 that point in there and it says, explain the
24 two year RC provision is deadline for claiming
25 RCBs number 43 Table. Explain the two year RC



1 provision is deadline for claiming RCBs, put
2 that into English for us, please.

3 A: We will explain the two year replacement cost
4 provisions deadline for claiming replacement
5 cost benefits. So it's letting her know about
6 the two years or explaining the two years for
7 claiming her replacement cost benefits.

8 Q: Okay. And that was done January 28th of 2016?

9 A: This conversation, yes.

10 Q: So that would have been after, that would have
11 been two years after the incident, right?

12 A: This conversation, yes.

13 Q: Okay. So at that point did she understand that
14 she could no longer submit anything else?

15 **MR. WHELAN:** Object to the form.

16 A: She had the understanding -- well, I can't
17 speak for her, but I was under the
18 understanding that she understood that she
19 couldn't get any additional replacement cost
20 for after the two years of new items submitted
21 after that two year time frame.

22 Q: So she couldn't get replacement cost, did she
23 get any other benefits?

24 A: Actual cash value may be available for her.

25 Q: How long can she claim actual cash value?



TAMYACHTA EDWARDS

41

1 A: As far as South Carolina she has the three year
2 statute of limitations time frame.

3 Q: Okay. And that's based on -- so she can claim
4 replacement cost for two years, is that what
5 you're saying?

6 A: Yes.

7 Q: Why the difference in the claims?

8 A: Could you clarify or elaborate on the question?

9 Q: Okay. So if she lost items that were damaged
10 in her garage because of a covered event, why
11 the difference in the claims times between
12 claiming replacement cost for something and
13 actual cash value for something?

14 A: The two year replacement cost policy provision
15 is a provision in the policy. The statute,
16 that's a state statute of limitations for the
17 state, so that's not policy.

18 Q: Okay. So, the actual cash value was a state
19 directed mandated limitation, is that what
20 you're saying?

21 **MR. WHELAN:** Object.

22 A: No, I'm not.

23 Q: Okay. So there's there's difference in the two
24 then?

25 A: The two year policy provision is in the policy



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1 for replacement cost, but there being a statute
2 is the state. That's the policy or lack of
3 policy, that's the provision limitations,
4 statute of limitations by the state.

5 Q: And it's three years from what date?

6 A: The date of loss.

7 Q: And that's based on your belief of what you
8 believe the statute of limitations would be, is
9 that correct?

10 A: Could you repeat that question?

11 Q: Is that your understanding of what the statute
12 of limitations would be for her claim?

13 A: That the three years starts at her date of
14 loss?

15 Q: Yes.

16 A: Yes.

17 Q: Okay. And what's the difference between the
18 replacement cost on an item and actual cash
19 value?

20 A: The replacement cost is the total amount of the
21 damages that were owed. The actual cash value
22 is after depreciation.

23 Q: So would the claim continue to be open for her
24 to make claims for items for their actual cash
25 value for three years or pending that three



1 year statute of limitations?

2 A: No. The claim wouldn't stay open if we didn't
3 know that there's additional items to address.

4 Q: But if you're on notice of her having
5 additional items to claim then the availability
6 of making a claim for actual cash value of
7 items would be open for three years, is that
8 correct?

9 A: Not the (technical break in audio) but also
10 being able to submit the items, from my
11 understanding from the statute, yes.

12 Q: Okay. So there's a note in here on January
13 28th, 2016 that says revised Enservio CO to
14 review to see if able to make partial
15 settlement on non-collectibles, what does that
16 mean?

17 A: CO to review the items to see if there's a
18 settlement that can be made on items that were
19 not labeled as collectibles or her collectible
20 items.

21 Q: So different valuation for those?

22 A: The collectibles she was supposed to look in
23 her phone for pricing, so I wanted to see if
24 there's a settlement that could be made on the
25 items that were not the collectibles.



1 Q: And March 4th of 2016 it says, spoke to NI
2 advising sending ACV settlement for contents
3 items. Can you interpret that one for me?

4 A: Yes. I spoke to the name insured advising
5 sending the actual cash value settlement of her
6 contents. So ACV, actual cash value's the
7 items, how much it's going to cost to replace
8 it less the deduc- -- depreciation.

9 Q: So at this point because you're after two years
10 are you changing the valuation that you have
11 placed or how you're valuing the items that
12 she's submitted?

13 A: I don't remember what items (technical break in
14 audio) this date. So I don't know where the
15 adjustment was made.

16 Q: So any items that she'd submitted prior to the
17 two years she's entitled to replacement costs
18 and after the two years you'd only pay actual
19 cash value?

20 A: Yes.

21 Q: Okay.

22 **MR. WHELAN:** Object to the form. Pam, we've been
23 going about an hour and twenty. Can we take a
24 break?

25 **MS. MULLIS:** Sure.



1 **(Off the record from 2:23 p.m. - 2:38 p.m.)**

2 Q: Let me see, the last date that we had looked at
3 Ms. Edwards, was January 28th of 2016. Looks
4 like I've got a March 4th of 2016. I'm still
5 on Hoffman State Farm number 21.

6 A: March the 4th?

7 Q: Yes, ma'am.

8 A: Yes.

9 Q: And so what was the substance of that
10 conversation?

11 A: I created the comparative for the garage door
12 opener.

13 Q: What's a comparative?

14 A: When they, when the policy owner submits an
15 estimate or an invoice we go into our system
16 and bill our estimate based off of the garage
17 door opener, just to make sure that the price
18 for the labor and the material was in line.

19 Q: Okay. So she submitted a bill and you compared
20 it to what? Estimates you got from other
21 people?

22 A: No. We have a system, our State Farm Estimate
23 System, that's the main system. But the line
24 items that the contractors state they have to
25 do to replace or rebuild, replace the item, we



1 go into our estimate and bill based off what
2 the contractor states needs to be done and
3 based on pricing of the material for the labor.
4 It's the line for the contractor, though it's
5 our estimated system that the billing has to
6 happen.

7 Q: So what is your estimate based on? I guess
8 what I'm trying to figure out, you have an
9 estimate, just an estimate from a -- she has a
10 bill of what she actually paid for someone to
11 replace a garage door opener and you're using
12 a data base, you said, out of your system. So
13 where is that information coming from?

14 A: We have a estimatics division that does
15 research for the material and the pricing in
16 it, the area of the zip code and that's how
17 they base their pricing.

18 Q: Okay. And then how do they get the amount that
19 it would cost to install a garage door opener?

20 A: I don't know exactly how they're doing their
21 research. I just know what the pricing is
22 based on, but I don't know how they do the
23 research.

24 Q: Okay. You don't know -- estimatics division,
25 is that what you said?



1 A: Yes.

2 Q: Okay. And there's research that's done by a
3 division of State Farm that comes up with an
4 amount that should be paid, not the actual bill
5 that she actually had to pay, is that correct?

6 A: They call with the pricing, the material and
7 the labor based upon their zip code, so yeah.

8 **MR. WHELAN:** Object to the form.

9 Q: Do you know if that's based on local
10 contractors?

11 A: I don't know exactly.

12 Q: Who could I ask?

13 A: The estimatics department.

14 Q: Other than that bill for replacement of the
15 garage door opener, what else would have run
16 through or been compared to an estimate like
17 that?

18 A: For the garage door opener?

19 Q: Right.

20 A: We only based it off of what they submitted on
21 the estimate and my estimatics, so that's the
22 only thing we based it off of.

23 Q: No, I'm sorry. That question was bad. What
24 else in Ms. Hoffman's claim would have been
25 readjusted by State Farm by a State Farm



1 estimate that's opposed to the actual bill that
2 Ms. Hoffman provided y'all?

3 A: To my knowledge that's the only thing, that's
4 the only thing that I adjusted.

5 Q: Okay. And do you know how and what number it
6 was adjusted to or from?

7 A: Based on this note, her estimate was \$1,002, my
8 comparative was \$1,167.37. So we based our
9 amount off of what she paid to Percision, the
10 contractor.

11 Q: And the end of that note says, please conclude
12 reconciliation of garage door estimate and make
13 any necessary payments or revisions to Enservio
14 to the insured. I guess I'm not really sure
15 what that means. Was -- did the payments come
16 through Enservio? This is for February the
17 8th. It's right above February the 8th. Does
18 that go to the February 8th notation or does it
19 go to the March 4th?

20 A: I see a February 9th. Is the where we are, is
21 that the file note?

22 Q: Yes, of 16.

23 A: This is a note from management. It's says,
24 claim owner, please conclude reconciliation of
25 the garage door estimate and make any necessary



TAMYACHTA EDWARDS

49

1 payments for revision to Enservio to the
2 insured. So that was the manager.

3 Q: What manager is that?

4 A: Janita Truitt.

5 Q: So are the payments being made through
6 Enservio?

7 A: Enservio is the system where we get our totals
8 like estimates, that's the system that we do
9 for the taxes and the replacement costs and we
10 actually make the payments through ECS.

11 Q: Okay. So did you have to input the bill and
12 stuff for the garage door into Enservio?

13 A: Yes.

14 Q: Okay. And then you had a new note that comes
15 up in March 9th of 2016, and it says that the
16 claims being closed. Do you know why?

17 A: I only know that's the description closing
18 claim. Claim owner accepted Enservio
19 worksheet drop file and no additional handling
20 is needed. So the claim reopened actually and
21 it drop filed the Enservio worksheet that I
22 sent to the insured, so the claim can be closed
23 because there was no additional handling by
24 myself at that time.

25 Q: What does it mean that the claim owner accepted



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1 Enservio worksheet drop file?

2 A: The Enservio worksheet that shows the, what we
3 paid on the claim for her contents, that was
4 drop filed in the claim. When I send out
5 documents we also drop file them in the claim
6 for records and it drop filed into the claim,
7 so it reopened the claim. So that's what I
8 needed to just drop file into the claim and
9 letting me know a drop file.

10 Q: So does that mean she is being paid on the
11 claim?

12 A: That means it -- the document that I submitted
13 or sent to her drop file in the claim, but I
14 did issue a payment for the prior file of March
15 the 4th.

16 Q: Okay. I guess I don't know, you keep using the
17 phrase drop file, I guess I'm not sure quite
18 what that means.

19 A: Oh. When I email or issue a payment, that
20 document that I send out to the policyholders,
21 when I send it to them I also put it into the
22 files. So I make sure it downloads into the
23 file and that was just letting me know I doc-
24 -- I accepted that mail, that it downloaded
25 into the files. So drop file means it



1 downloaded into the file.

2 Q: Okay. I understand. And then I've got a
3 notation that has -- I'm going on to offer
4 State Farm 20 -- this looks like it's dated
5 September 28th, 2016.

6 A: The 5:54?

7 Q: Yes, ma'am. What's the substance of that
8 conversation?

9 A: Ms. Hoffman was trying to discuss the prior
10 conversation. She wasn't aware of or didn't
11 remember the last conversation that we had, so
12 we went over the last conversation. She was to
13 research her replacement cost on the
14 collectibles just to verify that they were
15 correct and in line and ---

16 Q: What claims? Just a quick question on that,
17 she is researching replacement cost on
18 collectibles and this is in September of 2016,
19 is that correct?

20 A: She was confirming the prices. So she was
21 going back to make sure that the prices, the
22 replacement costs on the collectibles were
23 correct, what we already issued payment on.

24 Q: Was she allowed to correct those if they were,
25 any of them were wrong?



1 A: That's what we discussed. She was going to get
2 back with me so we could confirm they're in
3 line. So we didn't discuss if they want to
4 change or not yet, but she was just researching
5 and to make sure they were in line.

6 Q: Okay. But she had been permitted to correct
7 those if they were wrong?

8 A: I would've taken them to management to make
9 sure.

10 Q: Okay. Because this would have been September
11 of 2016, so it's after, it's two years later,
12 right?

13 A: Correct.

14 Q: Okay. All right. Go ahead. And then she?

15 A: She advised that she never received the prior
16 payment though we did issue the prior payment
17 to her. She was stating that she was having
18 problems getting her mail or her having
19 problems with her neighbor getting her mail and
20 she would review the email contents that I sent
21 to her just to make sure everything was in line
22 and that was it. I sent her a link to Enservio
23 so she could attempt to reopen and review the
24 item.

25 Q: Okay. So this says that the claim owner was



1 advised that you will send, you will also send
2 a link via Enservio for her to attempt to open
3 and review items.

4 A: Yeah.

5 Q: Okay. Why did you need to send her a link to
6 Enservio to attempt to open and review items?

7 A: Along with the list that I sent on the prior
8 payment for her to actually look at the
9 replacement cost, I sent the link for her to
10 see what she inserted in Enservio just in case
11 she wasn't able to review it well on the email
12 list that I sent her.

13 Q: Okay. So if Ms. Hoffman testifies that she
14 wasn't able to access Enservio and that you
15 sent her a link so that she could access
16 Enservio, would you disagree with that?

17 **MR. WHELAN:** Object to the form.

18 A: Would I dis- -- did she -- can you repeat the
19 question? I'm sorry.

20 Q: Sure. If Ms. Hoffman testifies that she was
21 not able to access Enservio and you sent her a
22 link so that could access Enservio, would you
23 disagree with that?

24 **MR. WHELAN:** Object to the form.

25 A: I can't disagree with that because I wouldn't



1 be sure she was able to access, but I can say
2 that I sent the link.

3 Q: Okay. Because this note actually says that you
4 sent her a link for Enservio in September of
5 2016, is that correct?

6 A: That is correct.

7 Q: Okay. And the discussion that you and Ms.
8 Hoffman were having at that time were cost
9 related to replacement cost not actual cash
10 value of items, is that correct?

11 A: That is correct.

12 Q: Okay. And in this conversation did you advise
13 her that she was no longer entitled to make
14 claims for replacement cost because it was two
15 years after the claim pursuant to the policy?

16 A: Not on September 28th, 2016.

17 Q: Okay. So then I show April 3rd, 2017
18 conversation. What was the substance of that
19 conversation?

20 A: Ms. Hoffman advised that she had found some
21 clothing that her daughter had put in the attic
22 and she saw stains on the ceiling and never
23 thought to go back into the attic. Her
24 daughter placed the clothing, the bag of
25 clothes up in the attic. She stated that she



1 had asthma disability and it makes it hard for
2 her to move around and breathe. She will
3 forward any additional contents of images in
4 Enservio and she would email anything that
5 needs revisions or may have been incorrect
6 before.

7 Q: So at that point in April of 2017, were you
8 aware that she was adding additional things
9 into Enservio that had not been there before?

10 A: Yes, for review, yes.

11 Q: And that contact with her was made in response
12 to a voice mail message she had left you, is
13 that correct?

14 A: Yes, that's correct.

15 Q: Okay. Do you know how many voice mail messages
16 she had left you?

17 A: No, I do not.

18 Q: Does State Farm have a policy about how fast
19 y'all respond to phone calls?

20 A: Our goal is 24 hours.

21 Q: Do you know what State Farm's phone number
22 would show up as on phone records?

23 A: Now I do. On this date it may have been a
24 different number.

25 Q: What do you -- what number do you think it



1 would've been?

2 A: Then it may have been a 800 number.

3 Q: Okay. What is it now?

4 A: My direct extension.

5 Q: Okay. What I'm showing on these phone records
6 is 844-529-5982, does that make sense to you?

7 A: It sounds familiar, yes.

8 Q: Okay.

9 **MR. WHELAN:** Object to the form.

10 Q: So I show a call in on March 28th for 4
11 minutes, on April 1st to that same number for
12 4 minutes.

13 **MR. WHELAN:** Pam, I'm assuming you want me to hand
14 her the documents you emailed?

15 **MS. MULLIS:** No, I'm good.

16 **MR. WHELAN:** Okay.

17 Q: And on April 3rd an incoming call for 19
18 minutes.

19 **MR. WHELAN:** Object to the form if that's a
20 question.

21 Q: That April 3rd phone call for 19 minutes
22 would've gone to the 844-529-5982, would that
23 be consistent with your recollection of your
24 phone call with her on April 3rd of 2017?

25 A: My recollection of the phone call, I don't



1 remember the phone numbers, but I did have a
2 conversation with her on April the 3rd, 2017.

3 Q: And it was in response to at least a voice mail
4 before that, is that correct??

5 A: That's correct.

6 Q: And then it looks like you got a -- take a look
7 at that. October 25th, 2017 conversation with
8 her, does that sound right?

9 A: Yes. Based on the follow-up, I had a
10 conversation with her October 25th, 2017.

11 Q: Okay. And then -- so I show a phone call then
12 of 24 minutes and that's 844-485-4300, do you
13 know if that would be a State Farm number?

14 A: Yes, that's a State Farm number.

15 Q: Okay. That was a 24 minute conversation, is
16 that consistent with your notes?

17 A: It's possible it was 24 minutes, but I don't
18 know for sure.

19 Q: So give us the substance of that conversation,
20 the notes on that.

21 A: Yes. The notes state that I did receive an
22 email from Ms. Hoffman and she detailed her
23 injury regarding, that she occurred with a
24 family member. She gave, let's see, I'm
25 looking at the notes, just a moment.



1 Q: Yes, ma'am.

2 A: She gave updated pricing on about six items and
3 I placed a call to let her know or to discuss
4 with her that I received the email. She
5 advised that she submitted the bag of clothing
6 list that wasn't added, where she forgot to
7 place, that had been placed in the attic. She
8 stated she will go onto Enservio again to
9 confirm it was received and also I advised her
10 that, I'm sorry, I advised her I will go into
11 Enservio to make sure the items were received
12 that was on the clothing list, and then I also
13 advised her that I received information for the
14 six items and the rug.

15 Q: Okay. So were you having a conversation with
16 her specifically about Persian rugs that she
17 was attempting to replace?

18 A: I did have a discussion, those are two of the
19 items on the list, the two Persian rugs, yes.

20 Q: And what were the values of the Persian rugs
21 that she was looking at, items number 40 and
22 41?

23 A: She stated item number 40 was 10,000. Oh, I'm
24 sorry, she stated the value was -- she had
25 stated that the value was between 10,000 and



TAMYACHTA EDWARDS

59

1 22,000 and item number 41 she stated the
2 pricing was \$7,980 or 5,399 or 16,714.29.

3 Q: Okay.

4 A: So she gave me pricing on that item.

5 Q: How was it input into Enservio, do you know?

6 A: How she inputted it, input or how is like any
7 item put in Enservio?

8 Q: No, no. How was that reflected in Enservio, do
9 you know?

10 A: No, I don't know.

11 Q: Do you know if the rugs were paid?

12 A: I don't know.

13 Q: Okay.

14 **COURT REPORTER:** Ms. Mullis?

15 **MS. MULLIS:** Yes?

16 **COURT REPORTER:** Sorry, there's just a few times
17 where I can't hear you real well. It's kind of
18 like you're far away or something.

19 **MS. MULLIS:** Okay.

20 **COURT REPORTER:** Kind of fades out. Just letting
21 you know, thanks.

22 Q: So, that conversation in October 25th of 2017,
23 you're more than two years after your claim
24 policy limitation at that point, is that
25 correct?



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1 A: That's correct.

2 Q: Okay. And you're three years after your date
3 of incident, is that correct?

4 A: Yes, that's correct.

5 Q: And you're having a conversation with her
6 regarding, correcting and inputting more
7 information into Enservio, is that correct??

8 A: That is correct. This is a unique claim that
9 I had, my first time dealing with at this time
10 frame, so yes, that's correct.

11 Q: Okay. And at some point did you advise her
12 that she had a limitation on correcting or
13 inputting stuff into this claim?

14 A: I didn't discuss limitations with her because
15 I wasn't aware of the limitations at that time.

16 Q: Okay. What do you mean you weren't aware of
17 the limitations at ...

18 A: The limitations, the statute of limitations, I
19 wasn't aware of that at the time, so I wasn't
20 aware of the limitations just up to two year
21 policy provisions.

22 Q: Okay. So is there nothing in your computer
23 program that tells you what the statute of
24 limitations is?

25 A: Yes, there is.



TAMYACHTA EDWARDS

61

1 Q: Okay. You said you weren't aware of the
2 limitations. Do you have a supervisor that
3 manages you that would help you with that?

4 A: Yes. He did make me aware of it when I put
5 this note in the file.

6 Q: Okay. When did your supervisor advise you
7 about statute of limitations?

8 A: The file is dated November 6th, 2017.

9 Q: Okay. And how often do managers monitor or
10 double check work?

11 A: Managers?

12 Q: Yes.

13 A: Managers review the file every 30 days.

14 Q: So this file, the first time you see -- show me
15 where the manager reviewed the file?

16 A: Regarding the statute of limitations?

17 Q: At all. Show me the manager reviewing the file
18 on this claims file.

19 A: February 2nd, I'm sorry, February 9th, 2016,
20 Janita Truitt.

21 Q: Okay. Give me either a page number or a
22 statement on the file for reference.

23 A: Page 21.

24 Q: Page 21. So that is a supervisor?

25 A: Yes.



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TAMYACHTA EDWARDS

62

1 Q: And then when's the next time you see a
2 supervisor on file?

3 A: The next time after or before?

4 Q: After.

5 A: The next note I see is from a manager on
6 December the 6th, 2017.

7 Q: Would be Nicolas Frampton, right?

8 A: Yes.

9 Q: And you just said a supervisor normally reviews
10 the file how often?

11 A: Every 30 days.

12 Q: And who was your supervisor at the time?

13 A: There were two different managers that was in
14 the claim and I had two different managers
15 during this time frame, so I'll have to get
16 particular date that you ...

17 Q: Okay. Well, obviously Juanita Truitt in
18 February of 2016 and then did your supervisor
19 change to Nicholas Frampton by December of 2017
20 or were they both your supervisor during this
21 time frame?

22 A: It changed to Nicholas Frampton.

23 Q: So from February of 2016 to December of 2017
24 does this claim file indicate any other
25 supervisor reviewing this file?



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TAMYACHTA EDWARDS

63

1 A: No, I don't see another supervisor in the file.

2 Q: And on December of 2017, when Nicholas Frampton
3 reviewed the file, what did he do with the file
4 at that point?

5 A: He reviewed the file after I brought it to him
6 regarding the additional items that we
7 continued to receive as far as the replacement
8 cost. I wasn't sure if we, if there was a
9 deadline as far as how we could continue to
10 make changes after the two years because I
11 only was aware of the ACB be able to be changed
12 and then that's when he reviewed the file, took
13 it to his manager to discuss any additional
14 time frames that's available for the
15 policyholder. He stated that the policyholder
16 is submitting the information past the statute
17 of limitations. We are unable to determine if
18 damages were related to this loss or a new
19 event, and he adds to advise the policyholder
20 this will not be covered due to a late
21 reporting and quote duties after loss in the
22 letter. So he asked me to send a letter to
23 her.

24 Q: So, who was Nicholas Frampton's supervisor?

25 A: Van Hoffman.



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1 Q: Van Hoffman?

2 A: Yes.

3 Q: And it's your understanding that Van Hoffman
4 advised him that Ms. Hoffman could no longer
5 make any other claims in this?

6 A: From my understanding, since this was Nick and
7 I's first time handling a claim with statute of
8 limitations, his manager advised him that we
9 could no longer issue any payments.

10 Q: Okay. Do you know why Nick didn't evaluate
11 this claim or take a look at it any sooner than
12 December of 2017?

13 A: That I'm not (technical break in audio).

14 Q: And do you know that anyone ever advised Ms.
15 Hoffman between February or in December of 2017
16 regarding any kind of limitations that were
17 coming up?

18 A: Statute of limitations were not discussed.

19 Q: Okay. In his note it says, we are unable to
20 determine if damages were related to this last
21 or a new event. You have been talking to Ms.
22 Hoffman at this point years on this claim, is
23 that correct?

24 A: That is correct.

25 Q: Did you have any indication that a new event



1 had occurred that she was making claims for?

2 A: I don't recall the events for this time frame.

3 Q: Okay. And State Farm's alleging that a statute
4 of limitations, so if she had a new event occur
5 then she could've filed a new claim, is that
6 correct?

7 A: That is correct.

8 Q: Okay. Would that eliminate a statute of
9 limitations problem for her?

10 A: That I'm not sure with a new claim coming up.

11 Q: Okay. So her problem was a time problem, is
12 that correct?

13 A: Yes.

14 Q: Okay. In State Farm's mind it had taken her
15 too long to submit all this information to
16 State Farm, is that correct?

17 A: Based on the (technical break in audio)
18 statute, not State Farm.

19 Q: I'm sorry, you were breaking up on me.

20 A: Oh, can you hear me?

21 Q: Yeah, go again for me.

22 A: Based on the notes we were stating that this is
23 statute of limitations and the statute is a
24 state statute and not a State Farm statute.

25 Q: Okay. S, the statute would be based on the



TAMYACHTA EDWARDS

66

1 statute of limitations would be a South
2 Carolina statute, is that correct?

3 A: That's correct.

4 Q: And if she had had, as Mr. Frampton states, a
5 new event that had occurred since this incident
6 in January of 2014, would that have been a new
7 event that would renew her time limit to file
8 claims on items with State Farm?

9 A: A new event will -- new event will basically or
10 states it's a new claim and that new claim the
11 statute of limitations would start with that
12 new claim.

13 Q: So why would Mr. Frampton be concerned about
14 her having a new event?

15 A: Because that -- with the timing it was
16 qualified for the items to be under this claim
17 or a new date of loss would be a different
18 claim.

19 Q: And did you have any reason to believe she had
20 had a new event?

21 A: I don't know because I don't know the events
22 for that time frame.

23 Q: You'd been talking to her for two years. She
24 was filing claims for damages in her garage and
25 you were discussing this and you had 10, 15, 20



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1 minute conversations with her. Any of the
2 items that she was filing in this claim, did
3 you have any reason to believe were not related
4 to the incident on January 8th, 2014?

5 **MR. WHELAN:** Object to the form.

6 A: I'm not sure, but it did fall in line to items
7 that could have been in her garage, yes.

8 Q: It did -- I'm sorry?

9 A: I said her items that she had submitted were in
10 line with items that would be in the garage,
11 but I can't confirm that it could have been on
12 a separate date of loss for a new event.

13 Q: Okay. Were most of the items that you and she
14 were discussing corrections to amounts of items
15 and not additional items?

16 A: That is correct.

17 Q: And did she have explanations of why in ths
18 case it was taking her longer than expected to
19 file this claim?

20 A: Based on the notes, she had illnesses and then
21 also she was taking care of a family member who
22 I believe had passed based on the notes.

23 Q: A number of incidents, had a number of items
24 that were involved in this claim. Was that an
25 unusually high amount of items that she was



1 going through?

2 A: The items that I saw in the file, no, because
3 I didn't see that many when I was addressing
4 the claim.

5 Q: Okay. So now that you know what items are
6 involved in the claim?

7 A: It's extremely high.

8 Q: What is a normal amount of items that you've
9 seen in claims that you've handled?

10 A: Each claim is handled on it's on merits, so I
11 can't say for each claim, but for the damages
12 in her home, based off of what she submitted in
13 the photos, it seemed extremely high.

14 Q: Okay. Do you know how many pictures you
15 would've reviewed because she, I've got a stack
16 of 2,000 pictures, so out of a thousand
17 pictures do you know?

18 A: When I reviewed the claim there weren't 2,000.
19 I would say she may have submitted 2 to 3 of
20 those for each item. I believe there may have
21 been 40 or so, 48 items, 46 items in the file,
22 so about 2 to 3 photos for each of those.

23 Q: So you were looking at over 100 pictures?

24 A: I would say so.

25 Q: So he jumped from April 3rd, 2017 to December



1 -- nope, we got October 25th, 2017, which was
2 a pretty detailed note with a conversation that
3 you had with her? And what I show is that
4 phone conversation that lasted about 20 minutes
5 or so. When's the next time you did anything
6 on that file after that October 25th, 2017
7 conversation?

8 A: I received the call from High Performance
9 Construction, contractor advised that he didn't
10 have any measurements of the room and they
11 completed the entire second level.

12 Q: I'm sorry, I have no idea what any of that
13 means.

14 A: It looks like I received the call from her
15 contractor. He was calling to tell us
16 regarding the work that he completed. He
17 completed work for her second level home and
18 then also he didn't have any measurements, by
19 next notice that's put in there, that the
20 contractor stated he only completed painting on
21 the interior home. So he was just calling to
22 let us know what work he had completed, that
23 was November the 13th. I'm sorry, and it says
24 here after that, that was incorrect file note.
25 So I put that into the incorrect file.



1 Q: Okay. This was for another file?

2 A: Yes.

3 Q: That's why you were disregarding the prior two
4 notes?

5 A: Yes, it was for another claim.

6 Q: I got it.

7 A: The next, November the 20th, I received new
8 mail from the policyholder with the revised
9 pricing for additional items.

10 Q: Can you tell how you received that information?

11 A: I can't tell from the file note, but Enservio
12 says a new mail document that drop file's in
13 the claim letting us know when the updates have
14 been made.

15 Q: Do you believe it was by Enservio that you ---

16 A: Based on this note, sorry, it says I received
17 the note from the policyholder with revised
18 pricing. So I don't know if I received the
19 actual email from her or an email from Enservio
20 stating that she updated it. So I don't know
21 who sent it without looking at the mail.

22 Q: Okay. Got it. And so at that point she was
23 revising and updating pricing for additional
24 items that she had added in 2017, is that
25 correct?



TAMYACHTA EDWARDS

71

1 A: That's what the note says, yes.

2 Q: And then on the 20th, what were you doing at
3 that point?

4 A: I just put the pending note to review the
5 contents items and follow-up once I had done,
6 once I'm done with the handling.

7 Q: Okay. So what does that mean?

8 A: I have to review the contents that she
9 submitted.

10 Q: Did you get through that?

11 A: No, I did not.

12 Q: All right. Because what happened at that
13 point?

14 A: My manager advised me to send the letter and
15 we're unable to submit anything or address
16 anything additional past the statute of
17 limitations.

18 Q: And he was stopping any submission or anything
19 on the claim based on what date?

20 A: He was stopping me from addressing additional
21 items and his note is on December the 26th, I'm
22 sorry, December the 6th, 2017.

23 Q: But what is he claiming is the statute of
24 limitations is what I'm asking? Do you know
25 what date he stopped admitting claims?



1 A: No, I don't know the exact date that he stopped
2 me from addressing additional items.

3 Q: You said you sent a letter?

4 A: Yes, I sent a letter.

5 Q: Did you draft the letter?

6 A: Yes, I draft the letter.

7 **MS. MULLIS:** And Robbie, you've got it.

8 **MR. WHELAN:** Yeah, and do you mind if we break for a
9 minute?

10 **MS. MULLIS:** Sure, go ahead.

11 **(Off the record from 3:23 p.m. - 3:27 p.m.)**

12 Q: So, we had initially identified when we started
13 the file history information. Let's mark that
14 as Plaintiff's Exhibit 1.

15 **(Plaintiff's Exhibit Number 1 was introduced into the**
16 **record.)**

17 **MR. WHELAN:** Pam, what did you say is Exhibit 1?

18 **MS. MULLIS:** Yeah. What we've been going through,
19 file history information.

20 **MR. WHELAN:** Right.

21 **MS. MULLIS:** And then you've got the letter dated
22 January 10th, 2018 that she just testified that
23 she sent, drafted?

24 Q: Ms. Edwards, have you got that letter in front
25 of you?



1 A: Yes, I do.

2 Q: You said that you drafted that letter?

3 A: Yes, I did.

4 Q: And it's regarding the claim from Ms. Hoffman,
5 is that correct?

6 A: Yes, that's correct.

7 Q: And the -- State Farm lists the notice of claim
8 as February 4th of 2014, is that correct?

9 A: Yes.

10 Q: But it's for a loss that occurred on January
11 8th of 2014, do you agree on that?

12 A: Yes.

13 Q: And the second paragraph of it says, notice of
14 damage associated with this loss was not given
15 to us or our agent until March 3rd of 2017, is
16 that correct?

17 A: Yes.

18 Q: It says, notice of claim, up in the top corner,
19 is February 4th of 2014, is that correct?

20 A: Yes.

21 Q: All right. And then this second paragraph in
22 the second line says, notice of damage
23 associated with this loss was not given to us
24 or an agent until March 3rd of 2017. I don't
25 understand that line, can you explain that to



1 me, please?

2 A: When additional items were requested to be
3 added to your inventory along with revisions to
4 replacement cost, so that's the date for when
5 the additional items that were submitted.

6 Q: And how were those additional items submitted
7 on March 3rd of 2017?

8 A: I will have to look at the file to see how they
9 were submitted.

10 Q: Okay.

11 A: I don't see a file for March the 3rd, 2017.

12 Q: So you don't see anywhere in the file history
13 information that we've been going through for
14 over an hour where Ms. Hoffman submitted any
15 additional information or claims items on March
16 3rd of 2017, do you?

17 A: I don't see a file note from March the 3rd,
18 2017.

19 Q: Okay. But in 2017 you actually specifically
20 had conversations with her in April, in October
21 about items that she had submitted and the
22 amounts of those items, didn't you?

23 A: Yes, I had a conversation with her.

24 Q: Okay. And at either time on those
25 conversations did you advise her that she had



1 missed any kind of limitation to file a claim
2 for those pursuant to her State Farm policy?

3 A: No, we didn't discuss any statute of
4 limitations.

5 Q: Okay. And why was she not told that she
6 couldn't make a claim for those items?

7 A: I wasn't aware of the statute of limitations at
8 that time. This is a unique claim and it was
9 the first time I'd handled something of this
10 nature, so she wasn't made aware because I
11 wasn't aware.

12 Q: Okay. And what makes this claim unique?

13 A: Because the three year statute of limitations
14 were reached beyond that date, so I wasn't
15 aware of the three year. So I've never had the
16 claim prior to this or after this where I had
17 to actually apply the statute of limitations to
18 it.

19 Q: So do you think that State Farm has a duty to
20 advise their insured when they've got an
21 approaching limitation on making their claim?

22 **MR. WHELAN:** Object to the form.

23 A: Yes. I believe State Farm does have a duty to
24 make them aware.

25 Q: Okay. And it -- but in 2017 State Farm was



1 continuing to have a conversation with Ms.
2 Hoffman about her claim and she was continuing
3 to provide information to State Farm about the
4 things that she was claiming. Are y'all aware
5 that this was taking time out of her life to
6 file these claims?

7 **MR. WHELAN:** Object to the form.

8 A: I'm sure it took time to send us the
9 information, yes.

10 Q: So when the supervisor reviewed the file in
11 February did that supervisor didn't advise you
12 to send in the letter at that point?

13 A: No, they did not.

14 Q: Because that would have been three years past.
15 February, no? Yeah, February of 2016. So, two
16 supervisors reviewed this file before it took
17 one to realize that it had been three years
18 past the date of incident, is that correct?

19 **MR. WHELAN:** Object to the form.

20 A: Yes, that's correct.

21 Q: Okay. And at some point in 2016 what other
22 supervisor reviewed the file, did any other
23 supervisor look at it?

24 A: In 2016?

25 Q: Yes.



TAMYACHTA EDWARDS

77

1 A: No. I don't see any other file notes by any
2 other managers in 2016 that reviewed the claim.

3 Q: So in your letter to her it says, conditions or
4 duties after loss, and you state specific
5 policy or you're citing her policy and what she
6 needed to comply with or the requirements of
7 her policy. Was it State Farm's position that
8 she had violated the conditions of her policy?

9 A: Yes.

10 Q: Okay So, I'm reading from Section I -
11 Conditions. Your Duties After Loss. (As
12 read): "After a loss to which this insurance
13 may apply, you shall see that the following
14 duties are performed: give immediate notice to
15 our agent. Also notify the police if the loss
16 is caused by theft. Also notify the credit
17 card company or bank if the loss involves a
18 credit card or bank fund transfer card. Did
19 Ms. Hoffman comply with that condition of her
20 policy?

21 A: Yes. But we received, we didn't receive
22 immediate notice for the clothing, that's the
23 only thing.

24 Q: Okay. So does this require notice of the claim
25 or the individual items?



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1 A: Notice of additional damage.

2 Q: She provided notice of the claim immediately,
3 is that correct?

4 A: She did comply with the claim. I'm not sure if
5 it was immediately.

6 Q: Okay. Well, you have that the claim was --
7 provided the notice of the claim on February
8 4th of 2014, is that correct?

9 A: That is correct.

10 Q: Okay. And does that subparagraph 2(a) provide
11 anything other than notice of the claim?

12 A: Could you repeat the question?

13 Q: That paragraph, does subparagraph 2(a) provide,
14 require anything other than notice of the
15 claim?

16 A: Immediate notice.

17 Q: How immediate is, do you need it after, other
18 than February 4th of 2014?

19 A: I don't know a date. I know each claim is
20 based off it's own merits. So I thought -- I
21 can't give a date.

22 Q: Is State Farm claiming that Ms. Hoffman failed
23 to comply with providing immediate notice of
24 the claim to your agent?

25 A: Based on the notes, no.



1 Q: Okay. What about paragraph(b) (As read):
2 "Protect the property from further damage or
3 loss, make reasonable and necessary temporary
4 repairs required to protect the property, keep
5 an accurate record of repair expenditures." Is
6 State Farm alleging that she failed to comply
7 with that condition or duty?

8 A: She didn't protect the clothing from additional
9 loss.

10 Q: How is that?

11 A: They was -- wet clothing was stored in the
12 attic and they were not protected from further
13 damage or addressed or mitigated.

14 Q: So is the only or is her only failure to comply
15 with the condition related to the clothing?

16 A: On my knowledge, yes.

17 Q: Okay. And under © (As read): "Prepare an
18 inventory of damaged or stolen personal
19 property. Show in detail the requirement,
20 quantity, description, age, replacement cost
21 and amount of loss. Attach to the inventory
22 all bills, receipts and related documents and
23 substantiate the figures and the inventory."
24 Did she provide information relating to the
25 items that she was, that she had loss?



TAMYACHTA EDWARDS

80

1 A: Yes. She provided the inventory and items,
2 information for her items.

3 Q: Is State Farm claiming that she failed that
4 duty to that?

5 A: Not that I'm aware of.

6 Q: And under subsection d as often as y'all
7 required, did Ms. Hoffman exhibit the damaged
8 property?

9 A: Yes, she did.

10 Q: Provide y'all with records and documents that
11 y'all requested and permit you to make copies?

12 A: She provided us with documents, yes.

13 Q: Did she submit to and subscribe, while not in
14 the presence of any other insured, statements
15 and examinations under oath? Do you know if
16 she did a recorded statement?

17 A: No, not to me.

18 Q: So do you know or can you tell from this claims
19 history if she did a recorded statement?

20 A: On the claims history it doesn't look like she
21 did with myself or the prior rep.

22 Q: Did she refuse to do a recorded statement?

23 A: I didn't see that file note so, no.

24 Q: So State Farm isn't claiming that she failed to
25 comply with subsection d(3) under the policy,



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1 are they?

2 A: Based on the notes, no.

3 Q: Or (d)4 produce members to their household for
4 examination under oath. Do you have any
5 indication she failed to produce any member of
6 the household pursuant to policy?

7 A: No.

8 Q: Okay. So at this point, under Section I -
9 Conditions, the only issue that you understand
10 that State Farm has an issue with is giving
11 immediate notice of the actual damages to State
12 Farm not the loss, is that correct and that
13 would be under 2(a)?

14 **MR. WHELAN:** Object to the form.

15 A: Could you repeat the question?

16 Q: Sure. I'm on Section I, Section I -
17 Conditions, number 2. What -- the only thing
18 that you believe that Ms. Hoffman may have
19 violated would be section 2(a), is that
20 correct?

21 A: 2(a) and 2(b)?

22 Q: 2(a) and 2(b). Okay. And that's related to
23 the bag of clothes, is that correct?

24 A: That is correct.

25 Q: All right. And then under 2(e) it says (As



1 read): "Submit to us, within 60 days after the
2 loss, your signed, sworn proof of loss which
3 sets forth, to the best of your knowledge and
4 beliefs." Did y'all, did you request from her
5 signed, sworn proof of loss?

6 A: No, we didn't.

7 Q: So she didn't fail to comply with subsection
8 (e) then?

9 A: No, she didn't.

10 Q: Okay. And then so, the last thing I have is
11 number 6, which says (As read): "Suit Against
12 Us. No action shall be brought unless there
13 has been compliance with the policy provisions.
14 The action must be started within three years
15 after the date of loss or damage." And what
16 date would that be based on?

17 A: The three years after the date of loss. For
18 me, it's after the date of loss would be based
19 on date of loss, which is January the 8th,
20 2014, so this three year time frame would be
21 January 8th, 2017.

22 Q: You're basing that on South Carolina statute,
23 is that correct?

24 A: This just says the action within the three
25 years date of loss. I'm not sure if the suit



1 against us language in the policy is referring
2 to just the three years after the date of loss
3 or statute.

4 Q: If I were in Tennessee, where the statute of
5 limitations is one year, do you know if that
6 would require me to do that within one year?

7 A: Of the date of loss, if it states that in the
8 policy and it's one year, it would be one year
9 from the date of loss.

10 Q: Do you handle claims in other states other than
11 South Carolina?

12 A: Yes, I do.

13 Q: So then other states where the statute of
14 limitations is different?

15 A: Yes, each state may have their own statute.

16 Q: Okay. So what other state has a different
17 statute of limitations than South Carolina,
18 like other than three years?

19 A: I can't give you statutes off memory. I have
20 to actually look into the statutes for that
21 state.

22 Q: Okay. So there's the statute of limitations
23 for instance in Tennessee is one year, would
24 the policy require a suit against State Farm to
25 be initiated within one year of the date of



1 loss?

2 A: From my understanding, yes.

3 Q: Okay. So once that letter was sent does the
4 file closed at State Farm?

5 A: Yes, the file was closed.

6 Q: And I'm just looking at the first page, which
7 is Hoffman State Farm 17. Claim owner reviewed
8 file January 28th, 2016. CO explained the two
9 year RC provision is deadline for claiming
10 RCBs. What are the CO reviewed file, what is
11 that?

12 A: Believe they were on January the 2nd, 2019.

13 Q: I'm looking at the ---

14 A: I'm sorry, by the 19?

15 Q: I'm looking at the first page of the file
16 history, page one. It says CO reviewed file
17 and it's a series of dates. What is that on
18 the first page?

19 A: This is from January the 2nd, 2019. I received
20 a Department of Insurance complaint and I was
21 asked by my manager to submit a review of the
22 file, so I list the dates on the file.

23 Q: Okay. Okay. So do you believe this claim was
24 handled properly?

25 A: The logs that I have there, yes.



TAMYACHTA EDWARDS

85

1 Q: So based on your knowledge now, do you believe
2 this claim was handled properly?

3 A: Based on my knowledge now, I would have made
4 the policyholder aware of the statute of
5 limitations. As far as the handling, I think
6 that was done properly, but the additional
7 information as far as the statutes that could
8 have been explained to her, should have been
9 explained to the insured.

10 Q: Okay. What about explaining two year
11 limitation for submitting claims for payment,
12 before payment?

13 A: For actual cash value?

14 Q: Yeah.

15 A: For the two year replacement cost benefits, I
16 felt that was explained properly. As far as
17 handling, that's how I got to this situation
18 where I make myself aware of the three statute
19 of limitations is because I continued to
20 receive information beyond the two years for
21 updating of the replacement cost and that's
22 something that I didn't know had to stop at a
23 certain point.

24 Q: Okay.

25 A: So that could've been explained more to the



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1 insured as well.

2 Q: So do you think that explaining to an insured
3 and sending the insured a letter of are the
4 same thing?

5 A: Well, sending a letter and explaining it are
6 two different things.

7 Q: Okay. So if you're advising your insured about
8 limitation to file under a claim, like
9 limitations under their policy regarding filing
10 a claim, what would be a better practice to
11 advise them of that in a phone conversation or
12 to send them a letter?

13 **MR. WHELAN:** Object to the form.

14 A: Could you repeat it, please, repeat your
15 question?

16 Q: You're adv- -- if you are advising your insured
17 regarding a limitations under their policy to
18 make a claim what would be a better practice to
19 advise them verbally over the phone or to send
20 them a letter?

21 A: I would do both now. After I speak to them, I
22 would send a letter.

23 Q: Okay. And it's your testimony as we sit here
24 that you advised Ms. Hoffman of the two year
25 limitation of filing, of claiming her items



TAMYACHTA EDWARDS

87

1 that were destroyed on January 8th of 2014,
2 verbally, before that limitation, before the
3 two years ?

4 A: I did (technical break in audio) before the two
5 year.

6 Q: Did you do it during 2015?

7 A: Yes, I did.

8 Q: But you did not do it in the form of a letter,
9 is that correct?

10 A: That I don't know until I look at all the
11 letters in the file.

12 Q: Okay. And you were emailing with her as well,
13 is that correct?

14 A: We did email, yes.

15 Q: Okay. How long have you been working for State
16 Farm?

17 A: 12 years.

18 Q: And what kind of training do you have when you
19 went to work for State Farm?

20 A: Initially, I was a Claim Processor. I had
21 training, Claim Processor training, and two
22 years later when I became a Claim's Specialist
23 or a Claim Rep at that time, which is what it
24 was called, I went to claim school.

25 Q: Where's claim school?



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88

1 A: It was in Illinois.

2 Q: And how long were you in claim school?

3 A: For two weeks.

4 Q: So after two weeks are you allowed to handle
5 your own claims on your own?

6 A: We did have a subsidized group where we had
7 TLEs to assist us before we actually got the
8 claims on our own.

9 Q: So are you currently, you said Claims
10 Processor?

11 A: I'm a Claims Specialist.

12 Q: So when did you go to work for State Farm?

13 A: In 2008.

14 Q: And when you started with State Farm you were
15 a what?

16 A: A Claims Processor.

17 Q: Okay. And how long were you a Claims
18 Processor?

19 A: For two years.

20 Q: And what does a Claims Processor do?

21 A: We assist the Claims Representatives with
22 letters and file costs of the insured and later
23 we became the Content Handling Team.

24 Q: What does that mean?

25 A: We handled the contents that came into the file



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TAMYACHTA EDWARDS

89

1 for the policyholders.

2 Q: Okay. So, when did you stop doing the job as
3 a Claims Processor?

4 A: 2010.

5 Q: And is that when you became a Claims
6 Specialist?

7 A: Yes.

8 Q: And you've been a Claims Specialist since 2010?

9 A: Yes, I have.

10 Q: Okay. What's the next position up from a
11 Claims Specialist?

12 A: A Claim Manager.

13 Q: What's a Team Leader?

14 A: That's a person that assist the team's
15 underneath the manager.

16 Q: Who is your team leader?

17 A: I don't have a team lead, those particular
18 teams got there and had team leads.

19 Q: Okay. Do you know who your team leader was in
20 January 2014?

21 A: No clue, I'm sorry.

22 Q: And we've talked about the two managers that we
23 saw on the file. Were any other managers
24 seeing that file that were supervisors of yours
25 at this time throughout 2014, '15, '16?



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1 A: No.

2 Q: Okay. So only Janita Truitt and then Nicholas
3 Frampton?

4 A: Yes.

5 Q: Okay. So Janita Truitt had been your
6 supervisor for a couple years, is that fair?

7 A: That sounds right.

8 Q: Okay. When you said that you had listened to
9 a phone call earlier that had been recorded by
10 a supervisor, what were the circumstances in
11 that?

12 A: That was when the managers were doing the claim
13 recording to basically let us know how our
14 claim calls are going or it's just, it's
15 isolated, so they choose what calls they jump
16 on.

17 Q: So, do you know if -- strike that. In your
18 training what other materials are you provided
19 with in training?

20 A: We have operational guides. We have, now,
21 SCPs. I can't tell you what the acronym stands
22 for right now, but they're pretty much
23 operational guide and we also have trainers
24 available.

25 Q: And you worked out of what office?



1 A: The Atlanta office. Well, I'm at home now.

2 Q: Okay. How many individuals are in the Atlanta
3 office?

4 A: It's the Dunwoody Building because they have a
5 lot of offices in Atlanta. I don't know how
6 many, we have about four floors of people.

7 Q: And you handle claims in South Carolina and New
8 York, where else do you handle claims?

9 A: Right now I'm licensed for all states, but
10 handle mainly eastern unless I'm needed to
11 assist with other states in other time zones.

12 Q: So you're licensed to handle claims in every
13 state in the country?

14 A: Yes.

15 Q: Okay. And you said that operational guides,
16 what are operational guides?

17 A: They're guidelines for when circumstances come
18 up or coverage issues that may arise, they give
19 us guidelines on how to handle, but we also can
20 go to our managers.

21 Q: Are you required to have some kind of yearly
22 update to your training?

23 A: For some states we are required to have
24 additional training and some states we are not
25 required.



1 Q: What about South Carolina?

2 A: I don't know off the top of my head if South
3 Carolina has a requirement.

4 Q: When's the last time you've had any kind of
5 training?

6 A: Last month.

7 Q: Okay. What did that entail?

8 A: That was Carolina -- sorry, California. Fire
9 training. Also we had training in California
10 for, with all the DMV motor vehicle training
11 and it also in water damage.

12 Q: So the operational guide you have, you said SCP
13 Guide?

14 A: Standard Claim Practices is what it stands for.

15 Q: Okay. Is it a book or?

16 A: It's online and it's pretty much like just
17 operational guidelines.

18 Q: Do you have to take tests?

19 A: For some of the training, yes, it'll give us a
20 test at the end of the training.

21 Q: Said last month you had training, when was the
22 last time before last month you had training?

23 A: The month before.

24 Q: Do you do something every month?

25 A: Depending on the state our licensing will send



1 us information what we need to update for the
2 state.

3 Q: So you have manuals that have specific
4 documents that set forth the standards for each
5 state that you mana- -- that you handle claims
6 in?

7 A: Operational guidelines and our SCPs has
8 information for each state. So we don't have
9 like actual manuals, but the information online
10 give us jurisdiction or information for each
11 state.

12 Q: So do you recall in 2015, 2016 when you were
13 handling this claim how many states you were
14 handling claims in?

15 A: Around that time frame mainly probably about
16 five states.

17 Q: Were there not enough claims for you to only
18 handle claims in South Carolina?

19 A: There were (technical break in audio).

20 Q: So you said that when Enservio gets more
21 information it send you notice that the insured
22 is updating the claim?

23 A: Enservio would drop file the information into
24 the claim and make it a task for anyone, myself
25 or any claim representative can see and



1 address.

2 A: And that's how you're updated that on an
3 insured updating that information into their
4 claim?

5 Q: Yes.

6 A: Okay. And you said that Enservio was owned by
7 a third party, is that correct?

8 A: Yes, that's correct.

9 Q: So it's not a State Farm program?

10 A: No, it's not a State Farm program.

11 Q: And you believe you only used it for about a
12 year?

13 **MR. WHELAN:** Object to the form.

14 A: I would say at least a year. I don't know the
15 exact time frame, but at least a year.

16 Q: But you're no longer using it now?

17 A: No.

18 Q: Do you know when you stopped using it?

19 A: I don't know the exact date, but it's been a
20 few years.

21 Q: And you said that supervisors normally review
22 your work or should normally review your work
23 about how often?

24 **MR. WHELAN:** Object to the form.

25 A: Every 30 days.



1 Q: And did they make a note in the file when they
2 reviewed your work?

3 A: Yes, they did.

4 Q: So if a supervisor comes in and checks to see
5 what's going on with a file there will be
6 notation in your claim file that said that they
7 come in and did that, is that correct?

8 A: Yes, that's correct.

9 Q: So where there are big gaps or no notation of
10 any supervisor reviewing this file for months
11 that means that no supervisor looked at this
12 file, is that correct?

13 A: That's correct. If no notes are in it, they
14 didn't review it.

15 Q: Is that unusual?

16 A: Depending on the time of year it will -- let me
17 backtrack, every 30 days I usually see a note
18 in the file, so it is unusual.

19 Q: For there to be a big gap with no supervisor
20 looking at a file?

21 A: Typically, they're in the claim every 30 days.

22 Q: And what we're showing in this claim is a
23 supervisor in the claim in February of 2016 and
24 not in the claim again until December of 2016,
25 is that -- I'm sorry, I'm wrong, February of



1 2016 is when Janita Truitt and then the next
2 supervisor comes into the file in December 0f
3 2017, is that correct, 2016?

4 A: Yeah.

5 Q: Just making sure I've got it, thank you. Do
6 you belong to any claims associations?

7 A: No.

8 Q: Okay. And there was no issue about coverage in
9 this case, was there? The claim was admitted
10 and paid by State Farm initially, is that
11 correct?

12 A: Yes, that's correct.

13 Q: So we'd talked about the clothes that Ms.
14 Hoffman had and issues with the clothes that
15 were damaged. If the clothes were in a place
16 in the garage that, where they got chemicals on
17 them like gas or oil or weed killer would that
18 change y'all's opinion or change your opinion
19 on whether or not they should be replaced by
20 State Farm?

21 A: If they -- if there was proper mitigation
22 completed then I mean, I'm sorry, if there was
23 not any proper mitigation completed then no, we
24 would not change the stance on it.

25 Q: What about if they, the colors on the clothes



1 ran together?

2 A: No, they're still damaged. We wouldn't change
3 the stance on it. They're not miti- -- if you
4 don't mitigate your damages then we wouldn't
5 change the stance on it.

6 Q: And does State Farm require you to know and
7 understand the law in each jurisdiction where
8 you're adjusting cases?

9 A: I'm sorry, does State Farm require us to know
10 the state law?

11 Q: On each -- in each jurisdiction where you're
12 adjusting claims?

13 A: I don't think they're req- -- well, they don't
14 require us to know it, but they require us to
15 at least have access to gain the information.

16 Q: And how does State Farm provide you with the
17 information?

18 A: We have trainers and also the SCP
19 Jurisdictional Guidelines.

20 Q: And what duties do you believe as a Claims
21 Adjuster you have to the insured in adjusting
22 their claim?

23 **MR. WHELAN:** Object to the form.

24 A: To adjust the claim in good faith and to
25 indemnify the customer to what they had or what



1 they were before.

2 Q: Do you believe that you have a duty to
3 communicate with the insured about the claim?

4 A: Yes. I have a duty to communicate with the
5 customer regarding the claim with the
6 information that I got, yes.

7 Q: And to communicate with them about their policy
8 and how their policy operates?

9 A: I have a duty to inform them of their claim and
10 policy information.

11 Q: Okay. Do you think that State Farm fulfilled
12 all of those duties in this claim?

13 A: The duties to provide them to the information
14 regarding their policy, yes.

15 Q: So you said that you have a duty to operate in
16 good faith, is that what you said?

17 A: Yes, operate in good faith.

18 Q: So what does that entail in your mind,
19 operating in good faith?

20 A: In my mind, providing the policyholder with the
21 information that I know regarding her policy,
22 looking for coverage when there is coverage
23 available and indemnifying her.

24 Q: And do you know what bad faith is?

25 A: Yes.



1 Q: What is bad faith?

2 A: In my mind, bad faith is not doing your duty to
3 indemnify the policyholder and not providing
4 the information that you have to the
5 policyholder that you are aware of.

6 **MR. WHELAN:** Object to the form.

7 Q: Do you think that if another manager had
8 reviewed the file in over 2016 or 2017 that
9 they would have advised you to send that letter
10 sooner?

11 A: I can't -- I can't say yes or no because I know
12 Nick wasn't aware or familiar or experienced
13 anything as far as the statute of limitations
14 before. So if the, if another team manager had
15 come in, if they were aware of the statute of
16 limitations and have had prior experiences with
17 it they may have advised it. So I can't say
18 yes or no because this was a unique claim that
19 we, he and I, have never experienced before and
20 he's been with State Farm longer than I, so I
21 can't say yes or no.

22 Q: So you -- Nick hadn't seen this type of claim
23 before either?

24 A: No, that's why he took it to Van Hoffman.

25 Q: Okay. And do you know how long Van Hoffman had



TAMYACHTA EDWARDS

100

1 been, has been with State Farm?

2 A: No, I don't, but it's been a long time.

3 Q: Okay. And what's Van Hoffman's position at
4 State Farm?

5 A: He's a section manager.

6 Q: Okay. So Nick supervises, do you know how many
7 people he would supervise generally?

8 A: At that time Nick was just a team manager, so
9 he had, he may had seven to eight people on our
10 team at that time.

11 Q: Okay. Would that have been the same for
12 Janita?

13 A: As far as my understanding, yes.

14 Q: So Janita Truitt would be, would have managed
15 seven to eight people as well?

16 A: On my team. I'm not sure if they had any
17 additional special project, but for my team,
18 yes.

19 Q: And then you said Nick took it to a supervisor
20 named Van Hoffman and Van Hoffman was a shift
21 supervisor?

22 A: Section.

23 Q: Section supervisor. And as a section
24 supervisor Van Hoffman had knowledge to advise
25 Nick about the statute regarding the policy, is



TAMYACHTA EDWARDS

101

1 that what you're saying?

2 A: The statute regarding the state statute of
3 limitations.

4 Q: Okay. Is there a quality control department at
5 State Farm?

6 A: We don't have a division called quality
7 control.

8 Q: So other than the team manager and that section
9 supervisor is there somebody else that would
10 come in and do some kind of quality check on
11 claims adjusting?

12 A: No.

13 Q: Okay. Did you have authorized the check being
14 submitted to or paid to Sandra Hoffman in
15 September of 2016?

16 A: Are you asking me if I issued the check?

17 Q: Yes.

18 A: I don't know until I look at that check to see
19 if I'm the one that issued it.

20 Q: Okay. Hang on a second. Can you see that
21 check (indicating)?

22 A: Yes.

23 Q: I can probably make it bigger. How can you
24 tell that you issued that check?

25 A: At the top it says authorized by, I saw it



1 somewhere.

2 Q: Right there?

3 A: Yes.

4 Q: There you go. Okay. So you would have issued
5 the check from State Farm on September 28th,
6 2016?

7 A: Yes.

8 Q: Okay. And that was for the payment of the
9 items that she'd submitted at that point?

10 A: I'm assuming so. It says it's a replacement
11 draft. I must've -- this must be the draft
12 that was reissued.

13 Q: Right. And do you know why State Farm was
14 reissuing checks?

15 A: She stated in the file notes that she didn't
16 receive the draft.

17 Q: Okay. There -- let's see if you -- there are
18 any other letters in here, we're going to see.
19 Why don't we take a break and let me go back
20 through my documents and we'll see if there's
21 any -- anything else I need.

22 A: Okay.

23 **(Off the record from 4:23 p.m. - 4:31 p.m.)**

24 Q: Ms. Edwards, has it been your experience that
25 when insured are making claims you're handling



1 that the policyholders don't generally know
2 exactly what is covered?

3 A: In my experience they do not know exactly what
4 is covered.

5 Q: And do you generally, as a claims handler, have
6 to assist them in determining what's covered?

7 A: After I gather the scope of information from
8 them I do advise what is covered.

9 Q: And do you generally have to assist the insured
10 and the policyholders in determining under what
11 circumstances they have items that are covered?

12 A: I don't assist as far as the circumstances.

13 Q: In what circumstances that a policy may or may
14 not apply?

15 A: I will discuss with them what's covered and
16 what's not after they advise of the damages and
17 how the damage occurs though, yes.

18 Q: And as a claims adjuster, do you generally help
19 an insured determine amounts that should be
20 paid on her claim?

21 **MR. WHELAN:** Object to the form.

22 A: I don't assist them with the amount that should
23 be paid on the claim.

24 Q: Well, it's my understanding that you had
25 detailed conversations with Ms. Hoffman about



1 the items that she was submitting and how to
2 determine the value of these items, is that not
3 the amounts that should be paid on the claims?

4 A: Each claim is handled on it's own merits, so
5 for her particular claim she had collectibles
6 that we paid based off of what the collectibles
7 replacement cost would be. So it's not always
8 that circumstance in all claims.

9 Q: Okay. So, well, then in this particular claim
10 were you assisting her in determining what
11 amounts she could claim?

12 A: I didn't assist her with the amounts. I
13 advised her to take a look at the replacement
14 cost of what she had because she's the only one
15 that knows what she had and provide that
16 information.

17 Q: Okay. Did you help her with how she could get
18 amounts to put into Enservio?

19 A: I advised her that she could research online
20 for something like the kind of quality to what
21 she had to obtain the amount.

22 Q: And is that a duty that a claims representative
23 has in assisting someone in making their claim
24 with State Farm?

25 **MR. WHELAN:** Object to the form.



1 A: That is something that we do assist the
2 policyholder with as far as having obtained
3 their replacement cost.

4 Q: Have you -- have you understood all my
5 questions today?

6 A: For the most part, yes.

7 Q: Fair enough. Is there anything else about this
8 claim that you want to tell me?

9 A: It was a unique claim, that I said before that
10 I hadn't experience since, with the statute of
11 limitations being three years. This is the
12 first and the last claim that I've handled in
13 this situation, so it was a unique claim.

14 Q: And what made it a unique claim was the length
15 of time that it took her to submit the
16 information in the claim, is that correct?

17 A: The length of time, the continuously updating
18 after, years after, and also the three years
19 statute of limitations.

20 Q: Okay. And it's my understanding that you were
21 communicating with Ms. Hoffman, not only by
22 phone, but you also emailed with her, is that
23 correct?

24 A: We did communicate via email.

25 Q: And then you sent her letters by hard copy as



1 well, is that correct?

2 A: It was a letter sent, yes.

3 Q: All right. So hard copy, voice, and email. So
4 three forms of communication, is that correct?

5 A: Yes, that's correct.

6 Q: Okay. And would there be additional
7 information that I could obtain through
8 Enservio that would tell me when information
9 was entered into Enservio and when other people
10 accessed information from the other end?

11 A: Enservio may be able to provide that. I've
12 never reached out to them for that, but they
13 may be able to provide that.

14 Q: Okay. And so State Farm wouldn't have access
15 to that information? I would have to go
16 directly to Enservio, is that correct?

17 A: With the information with my experience, and I
18 don't have full access to Enservio right now so
19 I'm not sure if State Farm does as well.

20 Q: Okay. Does State Farm have any additional
21 information about when information would be put
22 into Enservio or like when amounts would be
23 changed in Enservio?

24 A: Right now, not that I'm aware of.

25 Q: Okay. And other than yourself and those two



1 supervisors, what other adjustor do you think
2 would have information on this file that would
3 be helpful?

4 **MR. WHELAN:** Object to the form.

5 A: I believe that I may be the only adjustor that
6 has information on this file because I was the
7 last one handling it.

8 Q: Okay. I don't think I have any other
9 questions.

10 **MR. WHELAN:** I do have some (technical break in
11 audio).

12 **MS. MULLIS:** Robbie, we can't hear anything you're
13 saying. You sound like Charlie Brown's mother.

14 **MR. WHELAN:** I just don't know how to do this and
15 Amber can you hear? Well, actually the echo
16 isn't too bad right now, is that okay?

17 **COURT REPORTER:** Yes.

18 **MS. MULLIS:** Does she just mute it.

19 **MR. WHELAN:** Am I muted?

20 **COURT REPORTER:** Maybe if when he's talking you mute
21 and then when you answer you unmute so that way
22 it doesn't have the echo.

23 **MR. WHELAN:** No, no, no. That's going to be to --
24 try unmating and let's see how bad that is.
25 Okay. Is that tolerable?



1 **COURT REPORTER:** Yes, that's not bad.

2 **MR. WHELAN:** Okay. Let's start with that and we can
3 break if we need. Amber, could you read back
4 the last question that Pam asked?

5 **MS. MULLIS:** Amber, you're muted.

6 **(Off the record discussion.)**

7 **MS. EDWARDS - EXAMINATION BY MR. WHELAN:**

8 Q: Ms. Edwards, are you good to keep going?

9 A: Yes.

10 Q: Now, you said a manager reviews a file around
11 every 30 days, is that only when a claim is
12 open?

13 A: Yes, that's only when a claim is open.

14 Q: You would not expect to see a manager in a file
15 if the claim was close, would you?

16 A: No. They don't put information in when the
17 claim is closed.

18 Q: Okay. And you may contact a manager
19 informally, you may ask your manager, hey, have
20 you had experience with this or that, right?

21 A: Yes.

22 Q: Okay. And that would not necessarily be
23 reflected in the claim notes, correct?

24 A: Correct.

25 Q: And in fact you spoke with Mister, is it



1 Frampton?

2 A: Yes, Nicholas Frampton.

3 Q: I'm going to look at your log notes from
4 December of 2017, if you could look for that
5 for me?

6 A: December?

7 Q: Yes, it's Page 19. On December 6th, 2017 Mr.
8 Frampton made a note, right?

9 A: Yes.

10 Q: But you had talked with him before this and
11 found out that he had never had any experience
12 with what Ms. Hoffman did, correct?

13 A: Yes, I spoke to him previously.

14 Q: And are you able to recall now how long before
15 December 6th that was that you had that
16 conversation or those conversations with Mr.
17 Frampton?

18 A: I don't recall the exact time frame, but I know
19 it was a week (technical break in audio).

20 Q: Okay. Now, Ms. Hoffman asked you about some
21 questions that had the word duty, do you
22 remember that? D-U-T-I-E-S?

23 A: Yes.

24 Q: Now, in South Carolina a judge decides what is
25 a legal duty, did you know that?



TAMYACHTA EDWARDS

110

1 A: No.

2 Q: Okay. Are you -- do you know what is a legal
3 duty and what is not a legal duty in South
4 Carolina?

5 A: No, I don't.

6 Q: All right. And Miss, I'm sorry, Mullis was
7 asking you about duties, you weren't talking
8 about legal duties under the law, were you?

9 A: No, not under the law.

10 Q: Okay. Now, did you have Exhibit 2 which is
11 the, I think Exhibit 2 is the letter dated
12 January 10th, 2018?

13 A: Yes.

14 **MR. WHELAN:** Is that right, Amber? Is Exhibit 2 the
15 January 10th?

16 **COURT REPORTER:** (Indicates a yes with thumbs up.)

17 **MR. WHELAN:** Okay. Thank you.

18 Q: Now, you were asked about the date March 3rd,
19 2017, you see the date March 3rd, 2017 in that
20 letter?

21 A: Yes, I do.

22 Q: And you looked at your log notes and saw there
23 was no entry on that date. Can you look at
24 those log notes and see whether there's an
25 entry on April 3rd, 2017?



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111

1 A: Yes, I see it.

2 Q: Is the date in Exhibit 2 is simply a typo?

3 A: Yes (technical break in audio).

4 Q: And in fact to the extent that Ms. Hoffman did
5 -- and in fact to the extent Ms. Hoffman did
6 provide some notice of additional items, it was
7 a month after March 3rd, 2017 on April the 3rd,
8 2017, right?

9 A: Yes.

10 Q: And was that anything other than saying she
11 found wet bags of clothes in her attic?

12 A: Could you repeat the question?

13 Q: Yes, ma'am. Actually let me back up here.
14 Throughout the deposition you and Ms. Mullis
15 referred to items collectively as clothing, do
16 you recall that?

17 A: Yes.

18 Q: All right. When you're talking about clothing,
19 are you talking about all of the items that Ms.
20 Hoffman submitted for the first time in 2017?

21 A: I was speaking on the wet bags of clothes that
22 she put in the attic.

23 Q: Okay. Now, I also want to clear something up
24 and maybe I just misheard you guys, but it
25 sounded like somebody mentioned pictures being



1 uploaded to Enservio in 2014. Looking at your
2 April 3rd, 2015 log note, and that begins on
3 page 23, so could you turn to that log note for
4 me?

5 A: I'm sorry, repeat the question.

6 Q: Yes, ma'am. I would like you if you would to
7 turn to page 23 and 24 and I want to direct you
8 to the log note from April 3rd, 2015.

9 A: File note voice mail from named insured.

10 Q: Is that on April 3 of 2015?

11 A: Advised CO (technical break in audio).

12 Q: Yes, ma'am.

13 A: In 2015.

14 Q: Okay. Now, is the is first time you talked to
15 Ms. Hoffman?

16 A: Yes.

17 Q: Okay. And at that time did she tell you that
18 she wasn't computer savvy and she wanted forms
19 mailed to her?

20 A: No, I don't see that in the file.

21 Q: Okay. Is -- are you looking at -- is Number 24
22 in the bottom right hand corner?

23 A: No, I'm on 23.

24 Q: Okay.

25 A: Yes.



1 Q: Now, hold on just a second because I confused
2 you. Just give me a second, I want to make sure
3 we're on the same page. Are you looking at the
4 file note from April 3rd, 2015?

5 A: Yes.

6 Q: Okay. Was that the first time you spoke to Ms.
7 Hoffman?

8 A: Yes, that was the first time.

9 Q: In fact nobody had heard from Ms. Hoffman for
10 over a year, correct?

11 A: That is correct.

12 Q: Now, the first time you talked to Ms. Hoffman
13 on April 3rd, 2015 what did she tell you about
14 whether she was computer savvy and how she
15 would prefer to fill out her information?

16 A: Based on the note that stated she advised she's
17 not computer savvy and prefer to PPIF, which is
18 the Personal Property Inventory Form, be mailed
19 to her versus sending a link for Xactcontents
20 or worksheet to complete online.

21 Q: So was it April, as of April 2015 she had not
22 submitted any information to State Farm at that
23 point, correct?

24 A: That is correct.

25 Q: Okay. And the next time you talked to her was



1 over seven months later on November 9th of
2 2015, right?

3 A: That is correct.

4 Q: And this time she told you that she might want
5 to try putting this stuff online instead of the
6 old fashioned way, right?

7 A: Yes, she did.

8 Q: Okay. And do you have any knowledge of her
9 actually submitting any information to State
10 Farm before January of 2016?

11 A: No.

12 Q: Okay. So just to be clear, and I'm sorry if I
13 misheard you guys earlier, as far as we know
14 Ms. Hoffman did not submit any information to
15 State Farm on Enservio or on paper or any other
16 way concerning her contents before January
17 2016?

18 A: Correct.

19 Q: Now, in January 2016 Ms. Hoffman submitted a
20 list of 48 items ---

21 **MR. WHELAN:** Amber, you still with us?

22 **COURT REPORTER:** Yes.

23 **MR. WHELAN:** Okay.

24 Q: --- right?

25 A: Yes.



TAMYACHTA EDWARDS

115

1 Q: And did you, you talked to Ms. Hoffman about
2 those items and she ended up revising the
3 prices about those items, didn't she?

4 A: Yes.

5 Q: And you made payment based on those revised
6 prices, right?

7 A: Yes.

8 Q: Okay. And then you closed the claim in March
9 of 2016?

10 A: Yes.

11 Q: And did -- during the time you were adjusting
12 the claim did Ms. Hoffman indicate that she may
13 get back get back to you with some revised
14 prices?

15 A: Yes.

16 Q: How long did you expect that to take?

17 A: I expected within a few days to a week.

18 Q: Okay. And I take it by the time you closed the
19 -- actually let me ask you a different
20 question. Now, if you could look at the log
21 notes. I want to go to your October 2017, no,
22 October 25th, 2017, tell me when you're there.

23 A: I'm there.

24 Q: Is it true that in October 2017 Ms. Hoffman
25 wanted to change some prices on 6 of the 48



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1 items?

2 A: Yes, that's correct.

3 Q: And this was the third time she was changing
4 the pricing on these items?

5 A: Yes.

6 Q: Okay. Did you ever discuss changing the
7 pricing on any items with Ms. Hoffman besides
8 these six items on page 20 after you closed the
9 claim in March of 2016?

10 A: After the claim in March?

11 Q: Yes, ma'am.

12 A: No.

13 Q: Okay. I'm sorry for jumping around, but I want
14 to back up. So, you closed the claim in March
15 of 2016 and a few days passed, a week passed
16 and you did not hear back from Ms. Hoffman. At
17 that time did you have any expectations of ever
18 seeing additional pricing?

19 A: No.

20 Q: Did you have any expectation ever seeing any
21 additional items from Ms. Hoffman when you
22 closed the claim in March of 2016?

23 A: No.

24 Q: Now, in September of 2016 Ms. Hoffman, I'm
25 sorry, yes, Ms. Hoffman called you and she told



TAMYACHTA EDWARDS

117

1 you she couldn't remember what you had talked
2 about last time, right?

3 A: That is correct.

4 Q: And you reminded her that you was (sic) going
5 to research whether to adjust some pricing,
6 right?

7 A: Yes.

8 Q: And she said she hadn't gotten the check and
9 asked for it to be reissued, right?

10 A: Yes, she asked it to be reissued.

11 Q: Did Ms. Hoffman tell you that she was going to
12 now adjust the pricing in September of 2016?

13 A: No. She didn't say she was adjust the pricing,
14 she was going to research the item and make
15 sure it was correct.

16 Q: Did Ms. Hoffman indicate, in any way, that she
17 would be adding additional items to the 48
18 items she had already submitted?

19 A: Not on this date, no.

20 Q: And that's the last conversation you had with
21 Ms. Hoffman before January 8th of 2017, is that
22 right?

23 A: What was the date again?

24 Q: January 8th of 2017. You didn't speak with her
25 on January 8th, 2017?



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118

1 A: No.

2 Q: I just wanted to make sure. I want to bring
3 your attention to January 8th, 2017.

4 A: Okay. I don't know about January 8th, 2000 ---

5 Q: Okay. But I just want to be clear that as of
6 January 8th, 2017 you have no expectations that
7 Ms. Hoffman was going to submit any additional
8 items?

9 A: No.

10 Q: You believed it was closed didn't you?

11 A: Yes.

12 Q: She never told you about anything beyond the 48
13 items that had been adjusted, right?

14 A: Right.

15 Q: In -- I'm sorry, you began working for State
16 Farm when?

17 A: In 2008.

18 Q: And from 2008 until 2017 you had never
19 experienced a claim where a policyholder waited
20 close to three years or more than three years
21 to tell State Farm about items that they
22 claimed were damaged years before, is that the
23 truth?

24 A: That is true.

25 Q: And since 2017 up to the present you have never



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1 had a claim beside Ms. Hoffman's where a
2 policyholder has waited over three years to
3 still tell State Farm about items they say were
4 damaged, true?

5 A: That is true.

6 Q: Okay. Now, three years and three months after
7 the loss Ms. Hoffman called you on April the
8 3rd. I guess you returned a call to her April
9 the 3rd, is that right?

10 A: Yes, I returned a voice mail.

11 Q: Did she tell you she had 700 items to add to
12 her claim at that time?

13 A: No, she did not.

14 Q: Did she tell you she was going to revise the
15 prices on the 48 items she'd already submitted?

16 A: No, not April the 3rd, 2017.

17 Q: And I might have misheard by somebody, but I
18 thought maybe Ms. Mullis asked or maybe you
19 said, I'm not sure, but my notes say somebody
20 said Ms. Hoffman was permitted to update her
21 pricing throughout 2017 and I didn't understand
22 what that meant. Did Ms. Hoffman update the
23 pricing on anything in 2017 besides the six
24 items at the top of Page 20?

25 A: No. She only did the updating of pricing on



TAMYACHTA EDWARDS

120

1 these six items.

2 Q: Okay. That was a matter that State Farm just
3 took under review, right, from what your
4 manager said, correct?

5 A: That is correct.

6 Q: Have you ever had a claim where a policyholder
7 told you a rug was worth a little over a \$1,000
8 and then over a year later told you it was
9 worth 10 to \$20,000?

10 A: No.

11 Q: Had you ever had a claim where a policyholder
12 told you that a clown was worth a \$100 and then
13 said it was \$200 and then almost four years
14 later said it was worth \$400?

15 A: No.

16 Q: Is that why you took this to your manager?

17 A: Yes. I didn't know where the limit lies with
18 being able to update prices so (technical break
19 in audio).

20 Q: Does the policy control what State Farm has an
21 obligation to indemnify?

22 A: Could you repeat the question?

23 Q: Actually I'm going to withdraw the question.

24 **MS. MULLIS:** Object to the form.

25 Q: I think that's all I have for you, Ms. Edwards,



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1 thank you.

2 **MS. EDWARDS - RE-EXAMINATION BY MS. MULLIS:**

3 Q: Couple quick follow-up questions. Robbie asked
4 you about when the claim was closed in March of
5 2016 and your expectations of what was going to
6 occur with the claim after that, did you know
7 what was going to happen to the claim after
8 that?

9 A: No.

10 Q: You did have conversations with State Farm
11 insured in September of 2016 and then April of
12 2017 and a 20 minute conversation with your
13 insured in October of 2017 about additional
14 items she wanted to submit in this claim, isn't
15 that correct?

16 A: Could you give me those dates again?

17 Q: Sure. It's the September of 2016, April of
18 2017, and October of 2017.

19 A: Yes.

20 **MR. WHELAN:** Object to the form.

21 Q: And your notation in October of 2017 says (As
22 read): "Claim owner advised to go to Enservio
23 again to confirm it was receiving -- it was
24 received because didn't initially see it."
25 What does that mean? I'm in October of 2017.



TAMYACHTA EDWARDS

122

1 A: That file note states the insured submitted a
2 bag of clothing list, that she found in the
3 attic. I advised her that I would go into
4 Enservio again to confirm it was received
5 because I didn't initially see it.

6 Q: So you were discussing her submitting
7 additional claim items in October of 2017, is
8 that correct?

9 A: That is correct.

10 Q: Okay. I don't have any other questions.

11 **MS. EDWARDS - RE-EXAMINATION BY MR. WHELAN:**

12 Q: Now, I'm sorry, I might've just misheard again,
13 but Ms. Mullis mentioned three conversations
14 and lumped them together and I want to make
15 sure I didn't mishear the question. Looking at
16 September 2016, you did not discuss any, adding
17 of any items with Ms. Hoffman in September
18 2016, did you?

19 A: No, I did not.

20 Q: She never told you about the bag of clothes,
21 she didn't find them until 2017?

22 A: That is correct.

23 Q: And you never discussed the statute of
24 limitations with Ms. Hoffman at any time, did
25 you?



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1 A: No, I did not.

2 Q: Thank you, Ms. Edwards.

3 **MS. EDWARDS - RE-EXAMINATION BY MS. MULLIS:**

4 Q: Okay. So does September 28th, 2016
5 conversation that you had with her says (As
6 read): "Claims owner advised, will also send
7 link via Enservio for her to attempt to open
8 and review items." Is that correct?

9 A: That is correct.

10 Q: Why is she opening to review items?

11 A: This the same claim where she -- I was asking
12 her to list for the payment that I made and she
13 is going to Enservio to review the items that
14 she submitted previously on the prices were
15 correct. So I sent her the link so she could
16 open the Enservio link and review the items and
17 the pricing.

18 Q: Okay. Is she correcting pricing on items that
19 are in Enservio in this conversation with you?

20 A: I asked her if adjustments are to be made for
21 replacement cost per her research on the
22 collectibles to send to State Farm so we could
23 reopen and review.

24 Q: Okay. So it's your understanding from that
25 conversation that she was correcting amounts of



1 items that were in Enservio and that State Farm
2 was reopening the claim at that point?

3 A: I was asking her to submit the items that she
4 felt were incorrect so I could review them, but
5 not to update in Enservio, to send them to me
6 so I could review them.

7 Q: Well, you were giving her a link to Enservio,
8 did she go in and update the items in Enservio
9 herself?

10 A: I'm sure she could.

11 Q: Okay. And it also states that (As read): "She
12 was advised she was to research replacement
13 cost on collectibles to confirm they were in
14 line". So is she still researching the amounts
15 of items in Enservio?

16 A: That is correct. That's why I sent her the
17 link so she can take a look at what she
18 submitted previously.

19 Q: Okay. So she's still researching amounts and
20 the claim that she has pending with you, is
21 that correct?

22 A: Yes.

23 Q: Okay. I don't have anything else.

24 **MS. EDWARDS - RE-EXAMINATION BY MR. WHELAN:**

25 Q: And the game continues. I just want to be



TAMYACHTA EDWARDS

125

1 clear about something, Ms. Mullis was using the
2 phrase the amounts of items that Ms. Edward --
3 that Ms. Hoffman, excuse me -- is adjusting the
4 amounts of items?

5 A: It was to adjust the replacement cost of the
6 item, the value.

7 Q: No, hold on one second. She's not, she's
8 talking about the 48 items she had submitted,
9 correct?

10 A: That is correct.

11 Q: And when you're talking about the amounts, you
12 were talking about the dollar amounts of those
13 48 items, is that right?

14 A: That is correct.

15 Q: You were not talking about the amounts as in
16 the number of items she had submitted, correct?

17 A: That is correct.

18 Q: As of September 28th, 2016 Ms. Hoffman gave you
19 no clue that she would be submitting more to
20 the number of items she was claiming for loss?

21 A: That is correct. Not any additional items.

22 Q: Thank you.

23 **MS. MULLIS:** I'm done.

24 **(There being no further questions, the virtual**
25 **deposition concluded at 5:09 p.m.)**



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1 (Plaintiff's Exhibit Numbers 1 through 3 were marked
2 after the conclusion of the deposition.)
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Nov 14 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court Of Appeals

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS
Edgar W. Dickson, Circuit Court Judge

Case No: 2021-000797

Saundra R. Hoffman, ...Appellant,

v.

State Farm Fire and Casualty Company, ...Respondent.

CERTIFICATE OF COUNSEL

Counsel for Appellant certifies the Appendix to the Record on Appeal contains all additional materials requested by the court pursuant to Rule 212(a), SCRAC – all materials are proposed to be included by the parties as previously included in the Record on Appeal and not any other material.

November 14, 2023

s/Pamela R. Mullis
Pamela R. Mullis
MULLIS LAW FIRM
1229 Elmwood Avenue
Columbia, SC 29202
(803) 799-9577

COUNSEL FOR APPELLANT