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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.

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
robert.whelan@nelsonmullins.com

COUNSEL FOR RESPONDENT

INDEX

Index	i-ii
Order of Judge Edgar W. Dickson Granting Defendant’s Motion for Summary Judgment February 9, 2021.....	1
Plaintiff’s Motion For Reconsideration filed February 19, 2021.....	6
Form 4 of Judge Edgar W. Dickson Denying Plaintiff’s Motion for Reconsideration filed April 27, 2012.....	13
Defendant’s Motion To Transfer Venue and Motion To Dismiss filed February 8, 2019.....	16
Form 4 Order Judge Casey L Manning filed June 12, 2019.....	20
Order of Judge L. Casey Manning Granting in Part and Denying in part Defendant’s motions – filed August 21, 2019	21
Plaintiff’s Summons and Complaint filed October 12, 2018.....	23
Defendant’s Answer filed January 17, 2019.....	29
Defendant’s Amended Answer filed February 8, 2019.....	34
Transcript of Hearing on Motion for Summary Judgement dated December 17, 2020.....	39
Defendant’s Motion for Summary Judgment Filed November 6, 2019.....	51
Exhibit A to Motion for Summary Judgment – Deposition of Plaintiff Sandra Hoffman dated September 16, 2019.....	56
Exhibit B to Motion for Summary Judgment – State Farm Policy	103
Plaintiff’s Memorandum in Opposition of Defendant’s Motion for Summary Judgment filed December 10, 2020	114
Exhibit C to Motion for Summary Judgment – Deposition of State Farm Adjuster Tamyachta Edwards dated August 19, 2020.....	129
Exhibit D to Motion for Summary Judgment – State Farm File History Information -‘Claims File’ for Hoffman date of loss January 8, 2014.....	161

Exhibit E to Motion for Summary Judgment – State Farm letter to Plaintiff dated January 10, 2018.....	173
Certificate of Counsel	176

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL CIRCUIT
SAUNDRA R. HOFFMAN,	)	Civil Action No. 2019-CP-32-03395
	)	
Plaintiff,	)	
	)	ORDER
vs.	)	
	)	
STATE FARM FIRE AND	)	
CASUALTY COMPANY,	)	
	)	
Defendant.	)	
	)	

On December 17, 2020, the Court heard State Farm's motion for summary judgment. Present at the hearing were Pamela Mullis for the plaintiff and Robert Whelan for the defendant. After considering the argument and materials submitted by both parties, the Court grants State Farm's motion.

Facts

On January 8, 2014, a pipe burst over Sandra Hoffman's garage, damaging its contents. Hoffman testified that she called State Farm about the loss on January 8, 2014. Hoffman was told to submit a list of damaged items to State Farm. On or about January 6, 2016, Hoffman submitted a list of approximately 50 items she claimed were damaged. State Farm adjusted and paid for these items on or about March 4, 2016. Hoffman claims that in March or April 2017, she called State Farm and asked whether she could add additional items to the claim and alleges that State Farm said that she could. In October 2017, Hoffman submitted a claim for over seven hundred (700) additional items. She claims that these items included wet clothes she had placed in garbage bags and stored in her attic for over three years. In January 2018, State Farm denied the claim for the 700 newly reported items. This action, alleging causes of action for breach of contract, breach of

contract accompanied by a fraudulent act, and bad faith, was filed on October 12, 2018, and State Farm was served on December 21, 2018.

Law

The plaintiff's causes of action are governed by a three-year statute of limitations. S.C. Code Ann. § 15-3-530. Here the plaintiff failed to make a claim with State Farm for, much less file suit on, over 700 items until over three years after the loss occurred and she first contacted State Farm, both of which occurred on January 8, 2014. She did not file suit until October 12, 2018, over four years and nine months after the alleged loss of her items and the date she reported the loss to State Farm. Thus, her action is barred by the statute of limitations.

The plaintiff argues that her claims are saved by South Carolina's discovery rule. Under the plaintiff's reading of the discovery rule, she was free to wait an unlimited amount of time to inform State Farm of the items she claimed to be damaged (here over three years), then after State Farm processed those claims, she would get an additional three years to file suit. Under the plaintiff's theory, if today she informed the defendant of an additional 700 items damaged in January 2014, the statute of limitations would start anew.

The Court does not interpret the discovery rule so broadly. "Statutes of limitations embody important public policy considerations in that they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs." *Carolina Marine Handling Inc. v. Lasch*, 363 S.C. 169, 175, 609 S.E. 2d 548, 552 (Ct. App. 2005) (quoting *Moates v. Bobb*, 322 S.C. 172, 176, 470 S.E.2d 402, 404 (Ct. App. 1996)). In this vein, limitations provisions "provide potential defendants with certainty that after a set period of time, they will not be [hailed] into court to defend time-barred claims" and "discourage plaintiffs from sitting on their rights." *Id.* at 175-76.

The discovery rule does not run counter to these principles. Though it protects the unwary, it requires the “exercise of reasonable diligence” by the person seeking to invoke the rule. *See, Dean v. Ruscon Corp.*, 321 S.C. 360, 363, 468 S.E.2d 645, 647 (1996). The supreme court has “interpreted the ‘exercise of reasonable diligence’ to mean that the injured party **must** act with some promptness where the facts and circumstances of an injury place a reasonable person of common knowledge and experience on notice that a claim against another party might exist.” *Id.* at 364 (emphasis added). “Moreover, the fact that the injured party may not comprehend the full extent of the damage is immaterial.” *Id.* In this case, the plaintiff knew she had property damage on January 8, 2014, she waited three years and nine months to make a claim for over 700 of those items. Following State Farm’s denial, she waited an additional ten months to file suit. The Court finds that the Plaintiff did not exercise reasonable diligence.

Additionally, the Court notes that in his August 16, 2019 order on State Farm’s motion to dismiss the plaintiff’s cause of action for breach of contract accompanied by a fraudulent act, Judge Manning ordered that the plaintiff “shall have thirty days from the date of this order to amend her complaint to state her cause of action for breach of contract accompanied by a fraudulent act with more particularity.” The plaintiff did not amend her complaint by September 16, 2019, and has never done so. For this additional reason, State Farm is entitled to summary judgment with respect to the plaintiff’s cause of action for breach of contract accompanied by a fraudulent act.

Additionally, with respect to the plaintiff’s cause of action for bad faith, the plaintiff bears the burden of proving there was no reasonable basis to support State Farm contesting insurance benefits. *Helena Chem. Co. v. Allianz Underwriters Ins. Co.*, 594 S.E.2d 455, 462 (S.C. 2004). Here, there were reasonable bases for State Farm’s decision. Specifically, the plaintiff waited nearly four years to inform State Farm of an alleged loss to seven hundred items of personal

property. In addition to violating the statute of limitations, this also violated the contract of insurance which required the insured to provide “immediate notice” to State Farm of the loss and to “protect the property from further damage or loss.” By putting wet items in plastic bags and storing them for over three years before informing State Farm of their loss or even existence, the plaintiff did not comply with the contract of insurance, which serves as an additional reasonable ground to deny the plaintiff’s claim.

Accordingly,

IT IS THEREFORE ORDERED that State Farm’s motion for summary judgment be, and hereby is, granted.

AND IT IS SO ORDERED.

Edgar W. Dickson
Presiding Judge, 11th Judicial Circuit

February____, 2021



Lexington Common Pleas

Case Caption: Saundra R Hoffman VS State Farm Fire And Casualty Company

Case Number: 2019CP3203395

Type: Order/Other

So Ordered

s/ Edgar W. Dickson #2153

Electronically signed on 2021-02-09 14:44:44 page 5 of 5

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	C/A NO. 2019-CP-32-03395
	)	
Saundra R. Hoffman,	)	
	)	
Plaintiffs,	)	PLAINTIFF'S MOTION FOR
vs.	)	RECONSIDERATION OF ORDER
	)	GRANTING DEFENDANT'S MOTION
	)	FOR SUMMARY JUDGMENT
State Farm Fire and	)	
Casualty Company,	)	
	)	
Defendants.	)	
_____	)	

TO: ROBERT WHELAN, ESQUIRE, ATTORNEY FOR DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE the Plaintiff Saundra R. Hoffman, by and through her undersigned attorney, does hereby move for an Order of the Court for reconsideration and amendment of its Final Order entered in this action on February 9, 2021. This Motion is based upon the common practice and procedure in the Circuit Courts of this State and upon Rule 59 of the South Carolina Rules of Civil Procedure. The Plaintiff does respectfully request that the Court reconsider its Final Order, findings, and conclusions and amend the Final Order on the following grounds:

1. The Court erred in finding as a matter of law the 'Plaintiff's causes of action are governed by a three-year statute of limitations' *S.C. Code Ann. § 15-3-530* as the Defendant State Farm is entitled to the opportunity to investigate and evaluate the claim of the Plaintiff and no cause of action has occurred or could be filed until the Defendant breached their duty to the Plaintiff and the Plaintiff became aware of the breach.
2. The Court erred in finding as a matter of law and in finding or concluding there was no genuine issue of fact in regard to the running of the Statute of Limitations.

3. The Court erred in finding as a matter of law and erred in finding or concluding there was no genuine issue of fact in regard to the running of the Statute of Limitations, as there was no alleged wrongful conduct that was committed by the Defendant prior to the refusal of the Defendant to pay the Plaintiff's claim in 2018 that would trigger a statute of limitations.
4. The Court erred in finding as a matter of law and erred in finding or concluding there was no genuine issue of fact in regard to the running of the Statute of Limitations, in January 8, 2017, as there was no wrongful conduct of any kind, alleged to have been committed by the Defendant prior to the payment of the claim on March 4, 2016.
5. The Court erred in finding as a matter of law and erred in finding or concluding the Statute of Limitations had run at the time this action was filed on October 12, 2018. Plaintiff respectfully submits the earliest time the Statute of Limitations could have started running was March 4, 2016. As of March 4, 2016, there was no breach of contract by State Farm and the Statute of Limitations could not have expired as a matter of law prior to March 4, 2019, three years later. The Statute of Limitations for breach of contract does not begin until there is a breach. *S.C. Code Ann. § 15-3-530(1) (2005)* Therefore, as a matter of law this action was filed within the earliest possible Statute of Limitations which would have been March 4, 2019.
6. The Court erred in finding or concluding there was no genuine issue of fact in regard to whether or not the insurance claim was being adjusted by State Farm after March 4, 2016. Although State Farm simply states Plaintiff submitted a claim for over 700 additional items in October of 2017, that argument simply ignores the fact the claim was being adjusted between March 4, 2016, and October 2017, as evidenced by the Defendant's own documentation of the handling of the claim.

7. The Court erred in finding or concluding the statute of limitations had run because the Plaintiff did not submit additional information in regard to her claim between March 4, 2016, and October 2017, the date the claim for the 700 articles of clothing was submitted through a portal controlled by the Defendant.
8. The Court erred in finding or concluding there was no genuine issue of fact in regard to whether or not Plaintiff was entitled to recover for damages to the 700 articles including clothing because they had been stored wet in a garbage bag. Defendant claimed Plaintiff failed to take proper care of the property. Plaintiff respectfully submits there is a genuine issue of fact as the evidence submitted by Plaintiff shows the clothes were put into a garbage bag wet and stored in the attic by her daughter. Plaintiff was not responsible for putting away the wet clothes, Plaintiff did not know the clothes had been put away and was stored wet, and there is no showing by Defendant any of the clothing would have been salvageable in any event. Having the wet clothes provided Plaintiff with evidence the property existed and was damaged at the time of the accident.
9. The Court erred in finding or concluding there was no genuine issue of fact in regard to whether or not Plaintiff was entitled to recover for damages to rugs and other items of substantial value that the Defendant's adjuster was actively participating in assisting the Plaintiff in valuing for her claim throughout 2017.
10. The Court erred in finding or concluding the Plaintiff argues her claims are 'saved by South Carolina's discovery rule' to the extend the Defendant is misconstruing/ or misinterpreting the discovery rule. The Defendant has misconstrued the statute of limitations which began to run from the date of the breach, or wrongful conduct, by the Defendant. Plaintiff relied upon the law which clearly says the statute of limitations for a breach of contract action does not arise until the contract is breached and Plaintiff is aware of the breach, known as the discovery rule. Plaintiff respectfully submits in the current situation the statute of limitations did not begin to run until Defendant notified Plaintiff of the denial of

the claim in January 2018, prior to this time the Defendant was fulfilling the terms of their contract and had given no indication to the Plaintiff they were not going to pay her damages. The evidence before the Court indicated there was NO time limitation language in the policy of when the damages must be submitted. The earliest the statute of limitations could begin to run would have been on March 4, 2016, when Defendant made a payment on the claim.

11. The Court erred in finding or concluding there was no genuine issue of fact, not a mere scintilla of evidence to demonstrate, the Plaintiff exercised reasonable diligence in providing information on over 700 items with thousands of photographs and attached estimates to the Defendant in support of her claim and in good faith satisfaction of her duties pursuant to her contract of insurance.
12. The Court erred in finding or concluding there was no genuine issue of fact the Plaintiff failed to act with some promptness due to the circumstances of her claim and representations made by the Defendant.
13. The Court erred in finding and concluding the Defendant was entitled to summary judgment in regard to Plaintiff's cause of action for breach of contract accompanied by a fraudulent action. Defendant simply relied upon the order previously issued by Judge Manning stating Plaintiff could amend her Complaint within thirty days of the date of the order. That Order gave Plaintiff the choice of amending the complaint if she felt necessary. The Order did not state the Complaint was insufficient in regard to pleading the breach of contract accompanied by a fraudulent action cause of action, and Defendant made no showing at the most recent hearing that the allegations were insufficient.
14. The Court erred in finding or concluding there was no genuine issue of fact and the Defendant was entitled to judgment as a matter of law in relation to the Plaintiff's cause of action for breach of contract accompanied by a fraud where the Court failed to consider any actions of the Defendant in 2017 in participation in and misleading the Plaintiff into continuing to submit damages into the State

Farm controlled damage portal including photos and estimates for more than 700 items.

15. The Court erred in finding and concluding the Defendant was entitled to summary judgment in regard to Plaintiff's cause of action for breach of contract accompanied by a fraudulent action. The Plaintiff has plead fraud with particularity in her complaint in a sufficient manner to put the Defendant on sufficient notice of the Defendant's fraudulent actions and offered a mere scintilla of factual evidence in support of each and every element in support of her claim of the fraudulent conduct of the Defendant in the continuing representation of State Farm throughout 2017 to the Plaintiff regarding her claim. Respectfully there was no showing the allegations of fraud were insufficient.
16. The Court erred in finding and concluding there was no genuine issue in regard to the cause of action for bad faith. The Plaintiff provided evidence the Defendant continued to accept information in regard to Plaintiff's loss and continued to adjust the claim until Defendant simply issued a denial of the claim in January of 2018.
17. The Court erred in finding and concluding there was no genuine issue in regard to the cause of action for bad faith. The Plaintiff provided evidence the Defendant acted in bad faith in failing to pay a claim they knew they owed when the Defendant failed to re-issue the stale dated check, not cashed by the Plaintiff, issued by the Defendant in September of 2016, and clearly owed to the Plaintiff along with other actions of the Defendant.
18. The Court erred in finding and concluding the Defendant was entitled to summary judgment in regard to the cause of action for bad faith. The Court concluded the submission of 700 items of personal clothing for four years was a breach of Plaintiff's obligation to provide immediate notice and to protect the property from further damage or loss. The evidence submitted by Plaintiff shows, with the permission of Defendant, the Plaintiff was continuing to provide documentation

of her loss after March 4, of 2016. The 700 items of clothing were not the only damaged property being submitted to the Defendant, and the evidence showed the clothing was put in the bag by Plaintiff's daughter without Plaintiff's knowledge.

19. The Court erred in finding and concluding the Plaintiff violated the contract of insurance by failing to provide "immediate notice" to State Farm of the loss as the record clearly reflects the Plaintiff promptly reported her loss the day of the occurrence to her State Farm agent and within weeks per the claims file.
20. The Court erred in finding and concluding the Plaintiff violated the contract of insurance by failing to 'protect the property from further damage or loss' as there is no evidence of the 700 items the Plaintiff submitted in 2018 a relevant portion of the items, value were even wet items that had been placed in bags. There is no evidence placing the items in bags further damaged the property.

CONCLUSION

For the foregoing reasons, the Plaintiff respectfully requests this Court reconsider the Order Granting Defendant's Motion for Summary Judgment as there exist triable issues of fact and the Defendant is not entitled to judgment as a matter of law.

Respectfully submitted:

s/Pamela R. Mullis
 Pamela R. Mullis, SC Bar #13603
 MULLIS LAW FIRM
 Post Office Box 7757
 Columbia, SC 29202-775
 803-799-9577
 803-254-8956 Facsimile
prmullis@mullislawfirm.com

ATTORNEY FOR PLAINTIFF

Columbia, South Carolina
 February 19, 2021

CERTIFICATE OF SERVICE

I, the undersigned employee of Mullis Law Firm, do hereby certify that I have caused the attached document to be served via electronic delivery to all parties of record at the address(es) shown below.

PARTIES SERVED:

Robert W. Whelan - robert.whelan@nelsonmullins.com

COPY PROVIDED pursuant to Rule 59(g):

The Honorable Edgar W. Dickson - edicksonsc@sccourts.org

by U.S. mail, postage prepaid –

The Honorable Edgar W. Dickson
P.O. Box 1949
Orangeburg, SC 29116

February 19, 2021
Columbia, South Carolina

s/Kimberly Meetze
Kimberly Meetze

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Lexington
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP3203395

Saundra R Hoffman
PLAINTIFF(S)

State Farm Fire And Casualty Company
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

After careful consideration, the Court is DENYING the Plaintiff's Motion for Reconsideration of Order Granting Defendant's Motion for Summary Judgment.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/27/2021 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Lexington Common Pleas

Case Caption: Saundra R Hoffman VS State Farm Fire And Casualty Company

Case Number: 2019CP3203395

Type: Order/Electronic Form 4

So Ordered

s/ Edgar W. Dickson #2153

Electronically signed on 2021-04-27 14:55:51 page 3 of 3

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
SAUNDRA R. HOFFMAN,	)	Civil Action No. 2018-CP-40-05403
	)	
Plaintiff,	)	
	)	MOTION TO TRANSFER VENUE AND
vs.	)	FOR PARTIAL DISMISSAL
	)	
STATE FARM FIRE AND	)	
CASUALTY COMPANY,	)	
	)	
Defendant.	)	
_____	)	

Defendant State Farm Fire and Casualty Company (“State Farm”) hereby moves the Court, pursuant to Rules 9(b), 12(b)(3), 12(b)(6), and 82(b) of the South Carolina Rules of Civil Procedure and S.C. Code Ann. § 15-7-30, for an Order transferring venue from this Court to Lexington County and dismissing the plaintiff’s cause of action for breach of contract accompanied by a fraudulent act.

Facts

This action arises from a January 8, 2014 water leak at Hoffman’s residence at 503 Timbertrail Court, and Hoffman’s insurance claim related to that loss. The complaint states that “the Plaintiff is a citizen and resident of the County of Richland. Cmpl. ¶ 1. However, Hoffman’s residence is actually in Lexington County, not Richland. Attached as Exhibit A are tax records showing that Hoffman pays her property taxes to Lexington County. (Exhibit A). The complaint lists four causes of action, including breach of contract accompanied by a fraudulent act but does not allege the circumstances of any alleged fraud with particularity.

Argument

I. Venue should be transferred to Lexington County.

Venue for a foreign corporate defendant used to be proper “in any county where such corporate defendant—foreign or domestic—owns property and transacts business, regardless of whether the corporation maintains an office and agent in that county.” *Whaley v. CSX Transp., Inc.*, 362 S.C. 456, 470, 609 S.E.2d 286, 293 (2005) (citing *In re Asbestosis Cases*, 274 S.C. 421, 433, 266 S.E.2d 773, 778 (1980)). However, “the ‘owns property and transacts business’ test is no longer a viable test for determining whether venue is proper.” *Whaley v. CSX Transp., Inc.*, 362 S.C. 456, 474, 609 S.E.2d 286, 295 (2005). Accordingly, Plaintiff’s averment that State Farm conducts business and maintains agents in Richland County has no effect on where venue is proper. Cmpl. ¶ 2.

South Carolina’s venue statute, S.C. Code Ann. § 15-7-30(F), now requires that “[a] civil action tried pursuant to this section against a foreign corporation required to possess and possessing a certificate of authority . . . must be brought and tried in the county in which the: (1) most substantial part of the alleged act or omission giving rise to the cause of action occurred; or (2) foreign corporation . . . has its principal place of business at the time the cause of action arose.” Additionally, pursuant to S.C. Code § 15-7-70, [a]ll suits brought against any and all fire, life or other insurance companies doing business in this State may be brought in the county where the loss occurs.”

As stated in the Answer, State Farm’s principal place of business is in the State of Illinois. Because State Farm does not have its principal place of business in South Carolina, the county within South Carolina where venue is proper is either (1) the county where the most substantial part of the alleged acts or omissions giving rise to the Plaintiff’s causes of action occurred, under

section 30, or (2) the county where the loss occurred, under section 70.

The loss in this action occurred at Hoffman's residence in Lexington County. The insurance policy at issue insured real property in Lexington County. The personal property at issue was located in Lexington County. In fact, all events related to the loss occurring within this state occurred in Lexington County. As a result, the only venue proper under Title 15 is in Lexington County and the Court should transfer venue to Lexington County.

II. The plaintiff's cause of action for breach of contract accompanied by a fraudulent act should be dismissed.

The plaintiff's fourth cause of action should be dismissed because she has failed to plead the circumstances of any alleged fraudulent act with particularity. Rule 9(b) of the South Carolina Rules of Civil Procedure requires that "[i]n all averments of fraud or mistake the circumstances constituting fraud or mistake shall be stated with particularity." This rule applies to a cause of action for breach of contract accompanied by a fraudulent act. *Neuman v. Levan*, 8:08-03418-HFF, 2009 WL 1856569 (D.S.C. 2009) ("Because Plaintiffs allege breach of contract accompanied by a fraudulent act, they must plead the allegations of fraud with particularity.")¹ Rule 9 serves an important purpose as it: (1) provides defendants with sufficient information to formulate a defense to an allegation of fraud; (2) protects defendants from frivolous suits since allegations of fraud are frequently only advanced for nuisance or settlement value; (3) eliminates fraud actions where the facts are learned after discovery; and (4) protects defendants from harm to their goodwill and reputation. *Id.* (collecting cases, and citing primarily *U.S. ex rel. Harrison v. Westinghouse Savannah River Co.*, 352 F.3d 908 (4th Cir. 2003)).

¹ Because Rule 9(b) of the South Carolina Rules is the same as the federal rule, federal case law is instructive. See SCRCF Rule 9, *Reporter's Notes* ("All parts of Rules 9(a) through 9(g) conform to the Federal Rules and to present state practice.")

In *Neuman v. Levan*, Judge Henry Floyd held that granting a motion to dismiss based on Rule 9(b) was appropriate where, as here, “Plaintiffs failed to allege fraud with particularity and instead resorted to general, conclusory statements.” *Id.*, *3. Because the “who, what, when, where, and how” of the alleged fraud were not alleged, the defendant was not “sufficiently on notice of the fraudulent act complained of in the claim for breach of contract accompanied by a fraudulent act” and the motion to dismiss was granted. *Id.* at * 3 (quoting *U.S. ex rel. Wilson v. Kellogg Brown & Root, Inc.*, 525 F.3d 370 (4th Cir. 2008)).

Here, like the plaintiff in *Neuman*, Hoffman has generally alleged that State Farm committed a fraudulent act; however, no fraudulent actions have been pleaded with “particularity.” As a result State Farm is not on “notice of the time, place, and contents of the false representations.” *Id.* Because the plaintiff’s fourth cause of action fails to meet the requirements of the Rules, State Farm requests that it be dismissed pursuant to Rule 9 and Rule 12 of the South Carolina Rules of Civil Procedure.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/ROBERT W. WHELAN

Robert W. Whelan
SC Bar No. 71174
E-Mail: robert.whelan@nelsonmullins.com
151 Meeting Street / Sixth Floor
Post Office Box 1806 (29402-1806)
Charleston, SC 29401-2239
(843) 853-5200

Attorneys for State Farm Fire and Casualty Company

Charleston, South Carolina

February 8, 2019

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2018CP4005403Saundra R. HoffmanState Farm Fire And Casualty
Company

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : Motion to Compel resolved Motion to transfer Venue
and partial dismissal under advisement.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

Judge Code 2061

Date

6-11-19

For Clerk of Court Office Use Only

This judgment was entered on the 11 day of June, 20 19 and a copy mailed first class or placed in the appropriate attorney's box on this 11 day of June, 20 19 to attorneys of record or to parties (when appearing pro se) as follows:

Pamela R. Mallis
ATTORNEY(S) FOR THE PLAINTIFF(S)

Robert W. Whelan
ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court

Jeanette W. McBride

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
SAUNDRA R. HOFFMAN,	)	Civil Action No. 2018-CP-40-05403
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	ORDER
STATE FARM FIRE AND	)	
CASUALTY COMPANY,	)	
	)	
Defendant.	)	
	)	

On June 10, 2019 the Court heard State Farm Fire and Casualty Company's ("State Farm") motion for transfer of venue and for partial dismissal. This motion is granted in part and denied in part.

Venue

It is undisputed that this is a matter against a defendant with its principal place of business in Illinois. (Amended Answer ¶ 2). Therefore South Carolina's venue statute, S.C. Code Ann. § 15-7-30(F), requires that venue "must" take place in the county where the "most substantial part of the alleged act or omission giving rise to the cause of action occurred." Additionally, pursuant to S.C. Code § 15-7-70, [a]ll suits brought against any and all fire, life or other insurance companies doing business in this State may be brought in the county where the loss occurs."

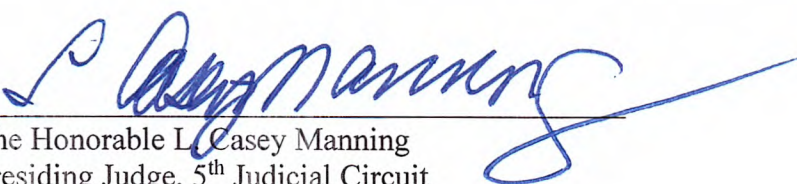
This suit concerns an insurance claim at the plaintiff's home at 503 Timbertrail Court, Columbia, South Carolina, 29212. As the defendant is an out-of-state company, and as this suit concerns the plaintiff's home, the county in which the home is located is determinative. Her home must either be in Richland County or Lexington County, and the only evidence in the record is that she resides and pays taxes in Lexington County. On February 8, 2019, State Farm filed a motion

to transfer venue, maintaining that the plaintiff's home is located in Lexington County and attaching Lexington County tax records demonstrating that the subject property is assessed taxes in Lexington County.¹ The plaintiff did not file a response to the motion and did not challenge the fact that she lives in Lexington County. Additionally, at the hearing the plaintiff did not contest the fact that her home is located in Lexington County. Accordingly, the only proper venue for this matter is in Lexington County, and State Farm's motion to transfer venue to Lexington County is granted.

Motion to Dismiss

With respect to State Farm's motion to dismiss the plaintiff's cause of action for breach of contract accompanied by a fraudulent act, State Farm agreed at the hearing to allow the plaintiff leave to amend her complaint to state her claims of fraud with particularity. Accordingly, the plaintiff shall have thirty days from the date of this order to amend her complaint to state her cause of action for breach of contract accompanied by a fraudulent act with more particularity.

IT IS SO ORDERED.


The Honorable L. Casey Manning
Presiding Judge, 5th Judicial Circuit

Columbia, South Carolina

June 8-16-19, 2019

¹ In addition to the evidence attached to State Farm's motion, the Court can take judicial notice of the fact that Lexington County's government website confirms that it collects property taxes on the subject address. <http://www.lex-co.com/PCSearch/TaxInfoPropertySearch.asp>

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Saundra R. Hoffman,)
)
Plaintiffs,)
vs.)
)
State Farm Fire and)
Casualty Company,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
C/A NO.

SUMMONS

(Jury Trial Requested)

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscribed, Mullis Law Firm, 1229 Elmwood Avenue, Post Office Box 7757, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Columbia, South Carolina
October 12, 2018

s/Pamela R. Mullis
Pamela R. Mullis, SC Bar# 13503
MULLIS LAW FIRM
Post Office Box 7757
Columbia, South Carolina 29202
(803) 799-9577

ATTORNEY FOR PLAINTIFF

JURY TRIAL REQUESTED

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	C/A NO.
	)	
Saundra R. Hoffman,	)	
	)	
Plaintiffs,	)	
vs.	)	COMPLAINT
	)	(Contract, Fraud, Misrepresentation)
State Farm Fire and	)	(Jury Trial Requested)
Casualty Company,	)	
	)	
Defendants.	)	
	)	

The Plaintiff above named, complaining of the Defendant herein, would respectfully show unto the Court:

1. The Plaintiff is a citizen and resident of the County of Richland, State of South Carolina.

2. The Defendant, State Farm Fire and Casualty Company (hereinafter “State Farm”) is, upon information and belief, is an insurance company licensed and authorized to do business in South Carolina and does conduct business in and maintain agents, servants and employees in the County of Richland, State of South Carolina.

3. At all times herein mentioned and in regard to all matters herein mentioned the Defendant State Farm acted by and through its agents, servants, and employees, including Tamyachta Edwards who were at all times acting within the course and scope of their agency and employment and for whose acts or omissions the Defendant insurance Company is liable.

4. On or about, January 8, 2014, the Plaintiff suffered a loss to contents of her home located at 503 Timber trail Court, in Columbia, South Carolina which was covered under a valid insurance policy number 40C957887 with the Defendant State Farm.

5. The Plaintiff attempted to provide the specifics on the claim at the request of the adjuster Tamyachta Edwards itemizing the contents of her garage and the loss over a number of years but was ill during that time and unable to specifically complete the required paperwork although she submitted some itemized claims to the Defendant.

6. Throughout the process of the claims handling the Defendant continued to represent to the Plaintiff that she could make her claim and never properly communicated with her the limitations in regard to when she had to submit her claim and if there was any time limit.

7. Throughout the year of 2017 the Plaintiff continued to have conversations with the Defendant regarding the damages and the contents and was never advised of any limitations on her ability to make her claim, in fact, she was permitted to add items to the claim she was making by the Defendant's agent Ms. Edwards who fraudulently misrepresented to the Plaintiff that the claim was still open and active.

8. The Plaintiff in reliance on the representation of her own insurance company who had a duty to her to investigate, evaluate, and communicate with her regarding her claim in good faith, the Plaintiff continued to sort through and submit items on the Defendant's portal for her claim working to complete a claim that the Defendant never intended to honor.

9. On or about January 10, 2018, the Plaintiff was informed the Defendant would be unable to provide additional coverage for this loss and refused to pay the claim submitted by the Plaintiff.

10. As of the current date the Plaintiff has not been paid for any of the claim made for her damaged items and/or any payment made is upon information and belief no longer valid as the partial payment sent by check is believed to be invalid and/or expired.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

11. All allegations of any and all Paragraphs are hereby incorporated herein as if fully repeated herein verbatim.

12. The Plaintiff and the Defendant entered into a binding contract of insurance whereby the Defendant would pay for losses claimed by the Plaintiff when presented.

13. The Plaintiff presented losses within the terms of the insurance contract and the Defendant refused to pay losses owed pursuant to the insurance contract.

14. The Defendants refusal was unreasonable, done in bad faith and in violation of the covenant of good faith and fair dealing inherent in the insurance contract.

15. As a result of the aforementioned wrongful conduct and breaching of said contract between the parties the Plaintiff has been injured and is informed and believes she is entitled to actual damages.

FOR A SECOND CAUSE OF ACTION
(SC 38-59-40)

16. All allegations of any and all Paragraphs are hereby incorporated herein as if fully repeated herein verbatim.

17. The Defendant refused to pay the Plaintiff's claim within 90 days after demand for payment of the benefits due her under the insurance policy and the refusal was without reasonable cause or in in bad faith.

18. Therefore, the Defendant is liable to the Plaintiff, in addition to any sum or amount otherwise recoverable in this matter, for treble damages and all reasonable attorneys' fees for the prosecution of this case against the Defendant.

FOR A THIRD CAUSE OF ACTION
(Bad Faith – Tort/Negligence)

19. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

20. The Defendant owes a duty to the Plaintiff to act in good faith and to pay the benefits due under the insurance policy, and the Defendant breached those duties.

21. The Defendants' breach of those duties was a product of their failure to use reasonable care.

22. The Defendants' breach of their duties was negligent, grossly negligent, willful, or reckless.

23. The Defendants' breach of their duties proximately caused damage to the Plaintiff.

24. The Plaintiff is entitled to a judgment against the Defendant for actual damages, including consequential damages, and punitive damages.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract Accompanied by Fraudulent Act)

25. Each assertion set forth in this pleading that is consistent with the following is incorporated herein by reference as if here set forth verbatim.

26. The breach of the insurance contract by the Defendant was done with their fraudulent intent with regard to the breach and was accompanied by their fraudulent act or acts with regard to the breach.

27. The Defendants' breach was done with dishonesty in fact, unfair dealing, and is and was an attempt at unlawful appropriation of the Plaintiff's right to receive benefits by design.

28. Furthermore, the breach was done in a manner to intentionally mislead the Plaintiff that her claim was continuing to be active throughout 2017 while it was not, in a misleading and fraudulent manner to the detriment of the Plaintiff so she did not seek assistance to protect and preserve her rights to pursue her claim by seeking counsel and attempting to toll a statute of limitations.

29. The Plaintiff is entitled to recover actual damages, punitive damages, and the costs of this action from the Defendants as a result of this breach of contract accompanied by fraudulent act.

WHEREFORE, the Plaintiff prays for judgment not to exceed Seventy Four Thousand (\$74,000.00) Dollars, actual and punitive damages for which the Defendant is liable and for such other and further relief as the Court may deem just and proper.

Columbia, SC
October 12, 2018

s/Pamela R. Mullis
Pamela R. Mullis, SC Bar #13503
MULLIS LAW FIRM
Post Office Box 7757
Columbia, SC 29202
803-799-9577
ATTORNEY FOR PLAINTIFF

JURY TRIAL DEMANDED

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
SAUNDRA R. HOFFMAN,	)	Civil Action No. 2018-CP-40-05403
	)	
Plaintiff,	)	
	)	ANSWER
vs.	)	
	)	
STATE FARM FIRE AND	)	(Jury Trial Requested)
CASUALTY COMPANY,	)	
	)	
Defendant.	)	
	)	

State Farm Fire and Casualty Company (“State Farm”) answers the Complaint (“Complaint”) as set forth below. All allegations in the Complaint not specifically admitted are denied.

1. The allegations of Paragraph 1 are admitted, upon information and belief.
2. The allegations of Paragraph 2 are admitted.
3. The allegations of Paragraph 3 contain conclusions of law to which no response is required. To the extent a response is required, those allegations are denied.
4. By way of response to Paragraph 4, State Farm admits that the Plaintiff was insured by policy 40-C9-5788-7 (the “Policy”) and craves reference to the Policy for terms, conditions, and exclusions contained therein. Otherwise the allegations of Paragraph 4 are denied.
5. State Farm is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5 and therefore denies the same.
6. The allegations of Paragraph 6 are denied.
7. The allegations of Paragraph 7 are denied.
8. The allegations of Paragraph 8 are denied.

9. By way of response to Paragraph 9, State Farm craves reference to its letter of January 10, 2018 for the content thereof, and otherwise the allegations of Paragraph 9 are denied.

10. The allegations of Paragraph 10 are denied.

11. By way of response to Paragraph 11, State Farm refers to the previous paragraphs.

12. By way of response to Paragraph 12, State Farm craves references to the Policy for the terms contained therein. Otherwise the allegations of Paragraph 12 are denied.

13. The allegations of Paragraph 13 are denied.

14. The allegations of Paragraph 14 are denied.

15. The allegations of Paragraph 15 are denied.

16. By way of response to Paragraph 16, State Farm refers to the previous paragraphs.

17. The allegations of Paragraph 17 are denied.

18. The allegations of Paragraph 18 are denied.

19. By way of response to Paragraph 19, State Farm refers to the previous paragraphs.

20. The allegations of Paragraph 20 are denied.

21. The allegations of Paragraph 21 are denied.

22. The allegations of Paragraph 22 are denied.

23. The allegations of Paragraph 23 are denied.

24. The allegations of Paragraph 24 are denied.

25. By way of response to Paragraph 25, State Farm refers to the previous paragraphs.

26. The allegations of Paragraph 26 are denied.

27. The allegations of Paragraph 27 are denied.

28. The allegations of Paragraph 28 are denied.

29. The allegations of Paragraph 29 are denied.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

30. The Plaintiff's claims fail to state a cause of action and should be dismissed pursuant to Rule 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

31. The Plaintiff's Complaint fails to state a valid claim for punitive damages. Moreover, Plaintiff's claim for punitive damages is barred or limited under South Carolina law and/or by the procedural and substantive due process guarantees, the guarantees against the taking of property in an arbitrary or irrational manner or without adequate compensation, the guarantees of equal protection of the laws, and the guarantees against undue burden upon commerce set forth in the United States Constitution.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

32. The Plaintiff's claims are excluded or limited by the applicable terms, conditions, limitations, or exclusions set forth in the Policy.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

33. To the extent the Plaintiff has provided false or misleading statements in connection with her claim with the intent to conceal or misrepresent material facts State Farm is not obligated to make any payment on the claim.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

34. The Plaintiff has breached the contract of insurance to the extent that she has failed to cooperate, failed to provide necessary information to State Farm, made any material misrepresentations under the Policy, or failed to comply with the "Your Duties After Loss" clause, including the duties to immediately give notice and protect the property.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

35. State Farm is entitled to a credit or offset of amounts paid to the Plaintiff to date.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

36. The Plaintiff's claims are excluded or limited by the applicable terms, conditions, limitations, or exclusions set forth in the contract of insurance.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

37. The Plaintiff's claims are barred by the statute of limitations.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

38. The Plaintiff's claims are barred by the doctrine of laches.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

39. The Plaintiff has breached the contract by failing to comply with the duties after loss, which include, but are not limited to, providing immediate notice of all losses, protecting the property from further damage or loss, preparing an inventory of damaged property, and providing records and documents requested.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

40. State Farm reserves the right to assert any additional defenses as may be revealed during the course of discovery.

WHEREFORE, having fully answered the Plaintiff's Complaint, State Farm prays that the claims against it be dismissed and for such other and further relief as this Court may deem just and proper.

[SIGNATURE PAGE TO FOLLOW]

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/ROBERT W. WHELAN

Robert W. Whelan

SC Bar No. 71174

E-Mail: robert.whelan@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

(843) 853-5200

Attorneys for State Farm Fire and Casualty Company

Charleston, South Carolina

January 17, 2019

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
SAUNDRA R. HOFFMAN,	)	Civil Action No. 2018-CP-40-05403
	)	
Plaintiff,	)	
	)	AMENDED ANSWER
vs.	)	
	)	
STATE FARM FIRE AND	)	(Jury Trial Requested)
CASUALTY COMPANY,	)	
	)	
Defendant.	)	
	)	

State Farm Fire and Casualty Company (“State Farm”) answers the Complaint (“Complaint”) as set forth below. All allegations in the Complaint not specifically admitted are denied.

1. The allegations of Paragraph 1 are denied.
2. By way of response to Paragraph 2, State Farm admits that it is licensed to and does conduct business in Richland County, South Carolina, but states that it is an Illinois company with its principal place of business in Bloomington Illinois.
3. The allegations of Paragraph 3 contain conclusions of law to which no response is required.
4. By way of response to Paragraph 4, State Farm admits that the Plaintiff was insured by policy 40-C9-5788-7 (the “Policy”) and craves reference to the Policy for terms, conditions, and exclusions contained therein. Otherwise the allegations of Paragraph 4 are denied.
5. State Farm is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5 and therefore denies the same.
6. The allegations of Paragraph 6 are denied.

7. The allegations of Paragraph 7 are denied.
8. The allegations of Paragraph 8 are denied.
9. By way of response to Paragraph 9, State Farm craves reference to its letter of January 10, 2018 for the content thereof, and otherwise the allegations of Paragraph 9 are denied.
10. The allegations of Paragraph 10 are denied.
11. By way of response to Paragraph 11, State Farm refers to the previous paragraphs.
12. By way of response to Paragraph 12, State Farm craves references to the Policy for the terms contained therein. Otherwise the allegations of Paragraph 12 are denied.
13. The allegations of Paragraph 13 are denied.
14. The allegations of Paragraph 14 are denied.
15. The allegations of Paragraph 15 are denied.
16. By way of response to Paragraph 16, State Farm refers to the previous paragraphs.
17. The allegations of Paragraph 17 are denied.
18. The allegations of Paragraph 18 are denied.
19. By way of response to Paragraph 19, State Farm refers to the previous paragraphs.
20. The allegations of Paragraph 20 are denied.
21. The allegations of Paragraph 21 are denied.
22. The allegations of Paragraph 22 are denied.
23. The allegations of Paragraph 23 are denied.
24. The allegations of Paragraph 24 are denied.
25. By way of response to Paragraph 25, State Farm refers to the previous paragraphs.
26. The allegations of Paragraph 26 are denied.
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28. The allegations of Paragraph 28 are denied.

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FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

30. The Plaintiff's claims fail to state a cause of action and should be dismissed pursuant to Rule 12(b)(6).

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

31. The Plaintiff's Complaint fails to state a valid claim for punitive damages. Moreover, Plaintiff's claim for punitive damages is barred or limited under South Carolina law and/or by the procedural and substantive due process guarantees, the guarantees against the taking of property in an arbitrary or irrational manner or without adequate compensation, the guarantees of equal protection of the laws, and the guarantees against undue burden upon commerce set forth in the United States Constitution.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

32. The Plaintiff's claims are excluded or limited by the applicable terms, conditions, limitations, or exclusions set forth in the Policy.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

33. To the extent the Plaintiff has provided false or misleading statements in connection with her claim with the intent to conceal or misrepresent material facts State Farm is not obligated to make any payment on the claim.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

34. The Plaintiff has breached the contract of insurance to the extent that she has failed to cooperate, failed to provide necessary information to State Farm, made any material misrepresentations under the Policy, or failed to comply with the "Your Duties After Loss" clause,

including the duties to immediately give notice of the loss, to protect the property preparing an inventory of damaged property, and to provide records and documentation requested.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

35. State Farm is entitled to a credit or offset of amounts paid to the Plaintiff to date.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

36. The Plaintiff's claims are barred by the statute of limitations.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

37. The Plaintiff's claims are barred by the doctrine of laches.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

38. The Plaintiff's claims may be barred by the doctrine of accord and satisfaction.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

39. This action has been brought in an improper venue.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE

40. State Farm reserves the right to assert any additional defenses as may be revealed during the course of discovery.

WHEREFORE, having fully answered the Plaintiff's Complaint, State Farm prays that venue be transferred, that the claims against it be dismissed, and for such other and further relief as this Court may deem just and proper.

[SIGNATURE PAGE TO FOLLOW]

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/ROBERT W. WHELAN

Robert W. Whelan

SC Bar No. 71174

E-Mail: robert.whelan@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

(843) 853-5200

Attorneys for State Farm Fire and Casualty Company

Charleston, South Carolina

February 8, 2019

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE CIRCUIT COURT

SAUNDRA HOFFMAN,
PLAINTIFF.

Transcript of Record
2019-DR-32-3395

VS

STATE FARM,
DEFENDANT.

December 17, 2020
Lexington, South Carolina

B E F O R E:

HONORABLE EDGAR DICKSON, Judge.

A P P E A R A N C E S:

PAMELA MULLIS
Attorney for the Plaintiff

ROBERT WHELAN
Attorney for the Defendant

TRACY MCBRIDE
COURT REPORTER

INDEX

PAGE

STATEMENTS

By Mr. Whelan

By Ms. Mullis

Certificate of the Reporter

There were no exhibits.

1 MR. WHELAN: Judge, the primary basis for our motion is statute of
2 limitations.

3 THE COURT: Okay.

4 MR. WHELAN: This is an insurance case. The Plaintiff had a leak in her
5 garage in January of 2014. She says that the contents of her garage were damaged as a
6 result of a leak. State Farm asked her to submit to State Farm a list of the things that she
7 was claiming were damaged. She did not do that in January or February or March or any
8 time in 2014. She didn't do it in January or February or March or any time in 2015. In
9 November of 2015, State Farm called Ms. Hoffman the Plaintiff, and said Ms. Hoffman,
10 you have two years under your policy to replace the items that were damaged to get the
11 full value of those items. All right, well she didn't submit anything in November or
12 December. And then January 6, of 2016, two years after the loss, she submitted a list of
13 48 items to State Farm. She initially said they were worth six thousand dollars (\$6,000)
14 and then a couple of weeks later she said they were worth twelve thousand dollars
15 (\$12,000). State Farm made payment, based off of her valuation, of twelve thousand
16 dollars (\$12,000). Then State Farm closed its file. Then she does nothing in February,
17 March, April, et. cetera et. cetera of 2016. In October of 2017 she calls State--'scuse me.
18 October 2016 she calls State Farm and says, you know, State Farm, those 48 items I told
19 you about, the value might be a little bit higher. All right, State Farms says well send
20 then--you can send in whatever and we'll look at it. She doesn't send anything in, in
21 October or November or December. And then January of 2017 comes and goes, which is
22 three years after the date of the loss.

23 THE COURT: You mean January of 2018.

24 MR. WHELAN: Well the--it happened in 2014, January of 2014.

25 THE COURT: Okay, I was just looking at your motion. And it said--okay, well

1 I'll be quiet. You know what you're doing, I don't. Go ahead.

2 MR. WHELAN: No, thank you, Your Honor. I want to make sure we get this
3 right. If you look at the first page of the motion it says that, by the bullet point---

4 THE COURT: Yeah.

5 MR. WHELAN: ---January of 2017 the statute expires. That's three years after
6 the loss.

7 THE COURT: Right.

8 MR. WHELAN: So it's after that. It's April of 2017---

9 THE COURT: Right.

10 MR. WHELAN: ---she calls up State Farm and says, Oh, State Farm, I found
11 some additional items and I want to send them to you. And State Farms says, you know,
12 send us whatever . We'll look at it. Well she doesn't send anything in April or May or
13 June or July. You fast forward to October of 2017. So we're now three years and 9
14 months after the loss; and she does two things. The first is those 48 items that she
15 originally said were worth six thousand dollars (\$6,000) collectively and then twelve
16 thousand dollars (\$12,000) collectively, she says, actually one of those items is worth
17 between ten and twenty thousand dollars (\$20,000). Another of those items is worth
18 eight thousand dollars (\$8,000). And she inflates all of the different values of those 48
19 items. That's the first thing she does. The second thing she does is she submits 724
20 items that had never been submitted before three years and 9 months after the loss. Now
21 she talks to a representative from State Farm. And the representative from State Farm
22 goes through the claim with her. She was deposed. Ms. Mullis deposed her. She said
23 she'd never seen anything like this before. So she takes it to her management. And then
24 management, in January, sends a denial letter to Ms. Hoffman. This is January of 2018.
25 Now Ms. Hoffman waits until next October, October of 2018, to go to Ms. Mullis. And

1 this suit is filed four years and 9 months after the loss. So we contend that she needed to-
2 -that the three years expired in January of 2017. Now Ms. Mullis disagrees with that and
3 she bases it off the discovery rule. It is her position that the statute didn't begin to toll--
4 didn't begin to run on the date of the loss. It didn't begin to run when Ms. Hoffman saw
5 the damaged items. It didn't begin to run when she made her first claim with State Farm.
6 It didn't even begin to run three years and 9 months later when she told State Farm about
7 the 700 new items. According to Ms. Mullis, it began to run after State Farm looked at
8 those items and said no, this is way too late. And apparently, under this theory, Ms.
9 Hoffman could, tomorrow, submit another 700 items and get a brand new--still the statue
10 wouldn't begin to run after State Farm said no, you've waited 7 years. Then she'd get a
11 brand new three year statute of limitations. And, you know, on and on and on and on.

12 And, Your Honor, I want--I was going to share my screen and show you the cases
13 that Ms. Mullis cited; but I'll save us the time; but she cites to the Rump case, which talks
14 about the discovery rule. And that says that the discovery rule applies when a Plaintiff
15 has exercised reasonable diligence. And waiting three years and 9 months to tell us about
16 700 items is not reasonably diligent. And then the other case I was going to show you
17 she cited Carolina Marine Handling, which talks about the public policy behind the
18 statute of limitations, which is to stimulate activity, which is to provide Defendants with
19 certainty that after a set period of time they will not be hailed into court, which is to
20 discourage Plaintiffs from sitting on their rights. So we do think the statute of limitations
21 should apply in this case. I want to make two other points to, Your Honor, quickly with
22 respect to the bad faith; and there's two other causes of actions we have independent
23 grounds for. With respect to the cause of action for bad faith, the Plaintiff would have to
24 prove, even if she could get past the statute of limitations, that there was no reasonable
25 basis for the Sate Farm's decision. And we think, as a matter of law, the Plaintiff's

1 waiting almost four years to tell us about these items is a reasonable basis. So we think
2 summary judgment on bad faith is also proper. And then there was also a claim for
3 breach of contract accompanied by a fraudulent act. And now that, under Rule 9, has to
4 be pled with specificity. And so in February of 2019 I filed a motion to dismiss on that
5 basis. It was heard by Judge Manning in June of 2019. And as a result of that hearing,
6 Judge Manning, gave the Plaintiff 30 days to amend her complaint to allege breach of
7 contract with fraudulent intent with specificity. Those 30 days came and went. I filed
8 this motion for summary judgment in November of 2019. And we put it off for various
9 reasons.; but in November 2019 I said in this motion, look, Judge Manning, gave her 30
10 days to amend. She didn't do it. So it has to be dismissed. Now another year has come
11 and gone and it still has not been amended. So I think that breach of contract--the
12 fraudulent act claim has to be dismissed. And the Court of Appeals just said last week
13 that a one Circuit Court Judge can't overturn the ruling of another Circuit Court Judge.
14 And I think that, Judge Manning's, order is binding on that respect.

15 THE COURT: Okay, the Court of Appeals just ruled on that?

16 MR. WHELAN: Well that's been the law for quite some time, Your Honor; but I
17 just saw it in the advanced sheets the other week. I'll tell you what case that was in just a
18 second. That was Sellars versus Nichols.

19 THE COURT: Sellars versus Nichols?

20 MR. WHELAN: Yes, the West Law cite, Judge is 2020 Westlaw 7251149. And
21 it says the prior order of one Circuit Judge may not be modified by the subsequent order
22 of another Circuit Judge except in cases where the right to do so has been reserved to the
23 succeeding, Judge, when it is allowed by rule or statute or when the subsequent order
24 does not substantially affect the ruling or decision represented by the previous order.

25 THE COURT: You know, that takes all the fun out of this because I would really

1 love to overturn one of Casey Manning's orders. Okay, all right, well thank you, Mr.
2 Whelan.

3 MR. WHELAN: Thank you, sir.

4 THE COURT: I appreciate.

5 All right, Ms. Mullis. Let me hear from you.

6 MS. MULLIS: I'll make it really short. I have submitted a 15 page
7 memorandum. So anything that I don't cover--there you go--along with exhibits. And I
8 referred to the Defendant's Exhibit A and Exhibit B and didn't resubmit those for
9 simplification.

10 THE COURT: And I appreciate that.

11 MS. MULLIS: Yes, sir. First and foremost, Judge Manning, gave us the
12 opportunity to amend the complaint if necessary, to specifically allege specific issues to
13 make our complaint more specific as to fraud, if necessary, which we didn't feel like was
14 necessary. We thought we had alleged the facts in the complaint with sufficient
15 specificity--sorry, that's not coming out right today. However, during that time we were
16 attempting to take the deposition of the claims representatives and had noticed the
17 deposition of the claims representative. And in the meantime, that deposition was put off
18 for, and during this time, about a year. And so we weren't able to amend and make our
19 complaint more specific because of the circumstances related to that deposition. So our
20 ability to amend the complaint was affected by the circumstances happening during
21 litigation. So, you know, if we weren't able to comply with an order, it was before of--
22 not because we were ignoring a court order. It was because we were prohibited from
23 taking a deposition because the claims adjustor, whose deposition we were trying to take
24 for--and we tried to take her deposition for literally a year, was still unavailable. And
25 then when she became available that deposition was postponed because of the pandemic.

1 She was just made available. And some of the facts that would have made--would've
2 been more specific in our complaint, came out in that deposition. So if we still need to
3 amend the complaint to do that, we can do that.

4 THE COURT: Well Ms. Mullis---

5 MS. MULLIS: ---I put them in the memorandum.

6 THE COURT: ---Ms. Mullis, I hate to interrupt you, but let me just ask a
7 question. Your complaint--you should know specifically or whatever, the actual--what
8 the fraudulent acts were; is that correct? I mean y'all are---

9 MS. MULLIS: We did; and I went through them in the memorandum. I think
10 we've covered that.

11 THE COURT: Okay, well I'll read it over.

12 MS. MULLIS: Yes, sir.

13 THE COURT: Okay.

14 MS. MULLIS: As to the statute of limitations, I think that the code is clear. The
15 South Carolina Code section is clear. The statute of limitations on a breach of contract is
16 not three years from the incident that gives rise to a breach of contract. It's three years
17 from the date of the breach. The policy itself, it says an action for breach of contract
18 must be brought within three years from the date the action accrues. So that isn't the date
19 that the incident occurred in her home. It's the date that State Farm stopped paying on
20 the contract. And we think that, that's pretty clear. I went through it in detail. The
21 Defendant is under the mistaken belief that it would have been three years from the date
22 that there was water damage in her house. That's not when a breach of contract cause of
23 action accrues. It's three years from when State Farm refused to pay under their contract
24 claim. That is what a breach of contract cause of action is. Not three years from when
25 she has a claim. There's no way, because if that were the cause of action for breach of

1 contract, that doesn't even make logical sense. We cited cases for it. The discovery rule-
2 -I mean there are contracts that go for years and years. And that wouldn't even make
3 logical sense. State Farm continued to act on this contract throughout 2007. In fact,
4 when I deposed the adjustor--so over three years after what State Farm now alleges
5 would have been the statute of limitations, my client and the adjustor, the claims adjustor
6 in this file, were having specific conversations about this claim and the valuation of her
7 items in this claim. So that would've been throughout 2017 my client was continuing to
8 submit items to State Farm. There were hundreds and hundreds upon--probably in the
9 neighborhood of a thousand of items. And I went through that. There were over two
10 thousand pictures that were involved in this. It was all over her garage and frog in her
11 house. And it is probably thousands of individual items that she was researching, taking
12 photographs of and submitting to State Farm for this claim. And the valuation of those
13 items changed throughout the policy. So she was diligently trying to do that. And trying
14 to come up with a valuation of that stuff for State Farm; but clearly under the law in
15 South Carolina the statute of limitations for a breach of contract is three years from the
16 breach, not from the incident.

17 THE COURT: Okay, let me ask you a question about this, Ms. Mullis because
18 I'm interested. In 2014 that's when the damage occurred.

19 MS. MULLIS: Yes.

20 THE COURT: So how long would she have from the time that she knew the
21 damage occurred to file her claim?

22 MS. MULLIS: Well now State Farm should've put that in their policy. If they
23 wanted to have a limitation on the amount of time that she could file items or issues
24 under that claim, then that would be between her and State Farm. So if State Farm

1 wanted to give her three years to submit the claim, then they should have put that
2 specifically in their policy and they did not.

3 THE COURT: Okay.

4 MS. MULLIS: But what they--and I asked the adjustor that. I asked her
5 specifically. She said she's entitled to replacement value for the first two years. And
6 after that she was entitled to actual cash value of the items; but I don't see anywhere in
7 State Farm's policy where they have a limitation on how long she can submit the claim.

8 THE COURT: So just out of curiosity, since I had a--my beach house was
9 flooded one time about 10 years ago. And we filed everything as quickly as we could. I
10 could continue, as I find things, continue to file further claims against it now?

11 MS. MULLIS: I'm assuming that most policies have a limitation on them.

12 THE COURT: But this one didn't.

13 MS. MULLIS: If there is a limitation on this policy I can't find it.

14 THE COURT: And there's just no regular limit out there just like you can--if
15 there's no limit in the contract, it's unlimited.

16 MS. MULLIS: If there's no limit in the contract I don't see where they're
17 limited.

18 THE COURT: All right, okay, thank you.

19 Okay, what else you got?

20 MR. WHELAN: Thank you, Your Honor. The limit is the statute of limitations.
21 That's why we have it. And the contract does say it provides a duty to give immediate
22 notice after the loss. And the other thing I disagree with Ms. Mullis about when the
23 statute of limitations begin to run. I'm reading from the Carolina Marine Case that she
24 cited. This is actually quoting a different case, but this is all over the case law, quote,
25 "the statute of limitations begins to run when a Plaintiff knows or should know of a

1 potential claim against another party. Not when the Plaintiff develops a full blown theory
2 of recovery. And if, Your Honor, 10 years ago, saw 700 items in your attic or even if you
3 didn't, and then sat on your rights for, you know, three years or 10 years or whatever, the
4 contract doesn't have to address that. The law of this State addresses that and the public
5 policy of this State address that. And that is why the statute of limitations--that is exactly
6 why the statute of limitations should be enforced.

7 THE COURT: Okay.

8 MS. MULLIS: The Plaintiff had no reason to think that State Farm wasn't gonna
9 pay that claim.

10 MR. WHELAN: And with respect to, Judge Manning's, order, I have it in front
11 of me. I'm sure it's in the, Court's, file. It doesn't say anything about--I'm not sure
12 exactly what Ms. Mullis said, but I don't think it says what she just said to the Court.
13 This order says, accordingly, Plaintiff shall have 30 days from the date of this order to
14 amend her complaint to state her cause action of action for breach of contract for
15 fraudulent act with more particularity period. Signed August 16, 2019.

16 THE COURT: All right, did either one of y'all attach that as an exhibit, Judge
17 Manning's, order?

18 MR. WHELAN: I don't think it's attached as an exhibit, Your Honor. I can
19 shoot it right over to you.

20 THE COURT: Well, if you don't mind, I'd appreciate it.

21 Okay, well thank y'all. Y'all have given me--it's an interesting case. I'll read it
22 over and I'll get back to y'all, okay?

23 MS. MULLIS: Thank you.

24 MR. WHELAN: Thank you, Your Honor.

25

1 I, Tracy McBride, Court Reporter for the 13th Judicial Circuit hereby certify that
2 the previous 11 pages are true, accurate and complete to the best of my abilities,
3 including all exhibits if any, that took place in Lexington County, South Carolina.

4 I further certify that I am not related to any of the parties in the case nor am I
5 interested in the outcome of the case.

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20 Sincerely,

21 _____
22 Tracy McBride
23
24
25

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	ELEVENTH JUDICIAL CIRCUIT
SAUNDRA R. HOFFMAN,	)	Civil Action No. 2019-CP-32-03395
	)	
Plaintiff,	)	
	)	MOTION FOR SUMMARY JUDGMENT
vs.	)	
	)	
STATE FARM FIRE AND	)	
CASUALTY COMPANY,	)	
	)	
Defendant.	)	
_____	)	

State Farm Fire and Casualty Company (“State Farm”) is entitled to summary judgment because the plaintiff did not file suit until October 12, 2018, **four years and nine months** after the January 8, 2014 water loss underlying the suit. Thus, this action is barred by the statute of limitations.

Facts

- On January 8, 2014, a pipe burst over Sandra Hoffman’s garage, damaging its contents. Hoffman testified that she called State Farm about the loss on January 8. (Deposition of S. Hoffman, attached as Exhibit A, p. 19)
- Under her State Farm insurance policy, Hoffman could be eligible to recover replacement cost benefits if her items were replaced within two years of the loss. (Policy, attached as Exhibit B, p. 31)
- When Hoffman had not submitted any paperwork to support her claim on or about November 9, 2015—twenty-two months after the loss—State Farm called Hoffman to remind her of this benefit deadline. (Hoffman dep., p. 142)
- On or about January 6, 2016, Hoffman submitted a list of approximately 50 items she claimed were damaged. State Farm adjusted and paid for these items on or about March 4, 2016. (*Id.*)
- On January 8, 2017, the statute of limitations expired.

- Hoffman claims that in March or April 2017, she called State Farm and asked whether she could add additional items to the claim. She alleges that State Farm said that she could. (*Id.* p. 68-69)
- In October 2017, Hoffman submitted a claim for over seven hundred (700) additional items she had not previously told State Farm about. She claims that most of these items were wet clothes she had placed in garbage bags and stored in her attic for over three years. (*Id.* p. 126-28)
- In January 2018 State Farm denied the claim for the 700 newly reported items.
- This action was filed on October 12, 2018, and State Farm was served on December 21, 2018.

Argument

A. The plaintiff's claims are barred by the statute of limitations.

Each of the plaintiff's causes of action are governed by a three-year statute of limitations. S.C. Code Ann. § 15-3-530. Hoffman did not comply with this statute. In fact, she failed to even make a claim with State Farm for, much less file suit over, the 700 items in dispute in this lawsuit until over three years after the loss occurred and she first contacted State Farm, both of which occurred on January 8, 2014. Thus, the statute of limitations expired on January 8, 2017, and this action—filed on October 8, 2018—is barred by the statute.

B. The plaintiff is not saved by the doctrine of equitable tolling.

Equitable tolling does not apply under these facts. Equitable tolling is a doctrine that is “rarely applied” and “reserved for extraordinary circumstances.” *See, e.g. American Legion Post 15 v. Horry Cnty*, 674 S.E.2d 181, 184 (S.C. Ct. App. 2009). Our courts have recognized that “equitable tolling is a doctrine that should be used sparingly.” *Hooper v. Ebenezer Senior Servs & Rehab Ctr.*, 687 S.E. 2d 29 (S.C. 2009) (quoting *American Jurisprudence*). Moreover, it is the plaintiff's burden to prove facts showing that this rare and extraordinary doctrine should be applied. *Id.*

It is anticipated that the plaintiff will claim that the statute of limitations should be tolled due to the fact that State Farm never told her the limitations period was going to expire. However, Hoffman admits that State Farm never discussed the statute of limitations at all with her.

Page 181

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

(*Id.* p. 181)

Moreover, equitable tolling is only applicable where the delay “has been induced by the defendant’s conduct.” *Black v. Lexington Sch. Dist. No. 2* 488 S.E.2d 327 (S.C. 1997). But Hoffman’s delay in submitting her 700-item list was not caused by State Farm. When asked why it took her two years to submit the first 50 items, she explained that it was due to the volume of items, the difficulty of listing them, and her health condition. (*Id.* p. 78-81) As for why it took an

additional year and nine months to submit the second set of items, Hoffman's testimony was similar. (*Id.* p. 81-83).¹

Additionally, public policy would not support applying the "rarely applied" doctrine of equitable tolling to these circumstances. Here, State Farm proactively reminded its insured of an upcoming two-year deadline to be eligible for replacement benefits. The plaintiff theorizes that this reminder somehow obligated State Farm to inform the plaintiff of the statute of limitations a year later. To hold that reminding an insured of available policy benefits is an "extraordinary circumstance" giving rise to equitable tolling would give effect to the saying that no good deed goes unpunished and would discourage insurers from communicating with their insureds. This is not the public policy of South Carolina, and the plaintiff cannot meet her burden of establishing that equitable tolling should apply to these facts.

C. Alternatively, the plaintiff's causes of action for breach of contract accompanied by a fraudulent act and bad faith should be dismissed.

The plaintiff's complaint fails to state a cause of action for breach of contract accompanied by a fraudulent act. State Farm filed a motion to dismiss that cause of action on February 8, 2019, and that motion was heard on June 10, 2019. At the hearing plaintiff's counsel offered to cure the deficiency through an amended pleading. However, no amended pleading was served. On August 16, 2019, Judge Casey Manning ordered that the plaintiff would have thirty (30) days to amend the Complaint to assert a cause of action for breach of contract accompanied by a fraudulent act. The plaintiff did not do so. Accordingly, her cause of action for breach of contract accompanied by a fraudulent act should be dismissed.

¹ Hoffman also described a potential computer glitch on State Farm's website that was fixed after "maybe a couple of weeks." *Id.* p. 83)

With respect to the plaintiff's cause of action for bad faith, the plaintiff bears the burden of proving there was no reasonable basis whatsoever to support for State Farm contesting insurance benefits. *Helena Chem. Co. v. Allianz Underwriters Ins. Co.*, 594 S.E.2d 455, 462 (S.C. 2004). Here, there were reasonable bases for State Farm's decision. Specifically, the plaintiff waited over four years to inform State Farm of an alleged loss to seven hundred items of personal property. In addition to violating the statute of limitations, this also violated the contract of insurance which required the insured to provide "immediate notice" to State Farm of the loss and to "protect the property from further damage or loss." (Exhibit B, p. 13). By putting wet items in plastic bags and storing them for over three years before informing State Farm of their loss or even existence, the plaintiff did not comply with the contract of insurance which serves as an additional reasonable ground to contest the plaintiff's claim.

For the foregoing reasons, State Farm's motion for summary judgment should be granted.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/ ROBERT W. WHELAN

Robert W. Whelan

SC Bar No. 71174

E-Mail: robert.whelan@nelsonmullins.com

151 Meeting Street / Sixth Floor

Post Office Box 1806 (29402-1806)

Charleston, SC 29401-2239

(843) 853-5200

Attorneys for State Farm Fire and Casualty Company

Charleston, South Carolina

November 6, 2019

Page 1

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

Page 3

INDEX

1	Testimony of Saundra R. Hoffman	
2	Examination by Mr. Whelan	4
3		
4		
5	REPORTER'S CERTIFICATE	185
6	ERRATA SHEET	186
7		

INDEX OF EXHIBITS

9	Exhibit 1 - Sketch 1 and 2	30
	Exhibit 2 - State Farm File History Information	73
10	Exhibit 3 - Phone records	73
	Exhibit 4 - Phone records	77
11	Exhibit 5 - List of items in Storage room	84
	Exhibit 6 - Plaintiff's Answers to	
12	Interrogatories	98
	Exhibit 7 - List of items in Garage	100
13	Exhibit 8 - List of items in Storage room	102
	Exhibit 9 - Letters from Tanyachta Edwards	103
14	Exhibit 10 - Packet of color photos -	
	Hoffman SF 329-355	104
15	Exhibit 11 - Packet of color photos -	
	Hoffman_Ensorio_0001-0339	113
16	Exhibit 12 - Property Entry List	133
	Exhibit 13 - 2/4/16 email from State Farm	135
17	Exhibit 14 - Copy of check	139
	Exhibit 15 - 3/29/14 letter from State Farm	140
18	Exhibit 16 - 4/26/14 letter from State Farm	140
	Exhibit 17 - 11/9/15 email from State Farm	141
19	Exhibit 18 - 3/4/16 letter from State Farm	142
	Exhibit 19 - 9/28/16 letter from State Farm	143
20	Exhibit 20 - 10/22/17 email from Cindi Hoffman	144
	Exhibit 21 - Emails between Cindi Hoffman and	
21	Tanyachta Edwards	144
22	STIPULATIONS	
23	It is hereby stipulated and agreed by and	
	between the parties hereto, through their respective	
24	counsel, that the reading and signing of the transcript	
	is reserved by the Deponent.	
25		

Page 2

APPEARANCES

REPRESENTING THE PLAINTIFF:

PAMELA R. MULLIS, ESQUIRE

Mullis Law Firm

1229 Elmwood Avenue (29201)

P.O. Box 7757

Columbia, South Carolina 29202

prnullis@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.whehan@nelsonmullins.com

grace.hamill@nelsonmullins.com

Page 4

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

SAUNDRA R. HOFFMAN, SWORN.

EXAMINATION

BY MR. WHELAN:

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

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

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

A. I have.

Q. How many times?

A. Just once.

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

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

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

A. I was.

Q. And what were you suing over?

A. Do you want me to elaborate or --

Q. Yeah. Just why did you sue Hess?

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

1 (Pages 1 to 4)

Page 5 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	Page 7 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?
Page 6 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.	Page 8 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,

Page 9 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?	Page 11 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
Page 10 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?	Page 12 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?

3 (Pages 9 to 12)

Page 13 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	Page 15 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.
Page 14 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?	Page 16 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.

Page 17

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

Page 19

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

Page 18

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?

Page 20

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?

5 (Pages 17 to 20)

Page 21 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	Page 23 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
Page 22 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?	Page 24 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

6 (Pages 21 to 24)

Page 25

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.

Page 26

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.

Page 27

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

Page 28

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

7 (Pages 25 to 28)

Page 29 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.	Page 31 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
Page 30 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	Page 32 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

8 (Pages 29 to 32)

Page 33

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?

Page 34

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?

Page 35

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

Page 36

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.

9 (Pages 33 to 36)

Page 37

Page 39

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

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

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

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

A. Yes, uh-huh.

Q. And do you have --

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

Q. All right.

A. But it was warmer.

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

A. I probably have some at home somewhere.

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

A. I think I do probably.

Q. And did you pay by check or --

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

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

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

Page 38

Page 40

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

Q. Have any repairs been made to the garage?

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

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

A. Johnny Campbell. It's Columbia Company.

Q. The name of his company is Columbia Company?

A. Yes.

Q. And when was that work done?

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

Q. The same year that the leak occurred?

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

Q. Okay.

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

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

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

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

A. No.

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

A. Yes.

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

A. Uh-huh.

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

10 (Pages 37 to 40)

Page 41 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	Page 43 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.
Page 42 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	Page 44 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

Page 45

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

Page 47

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

Page 46

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

Page 48

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

12 (Pages 45 to 48)

Page 49 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.	Page 51 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
Page 50 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	Page 52 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.

Page 53

Page 55

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 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?

Page 54

Page 56

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 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 --

14 (Pages 53 to 56)

Page 57 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?	Page 59 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?
Page 58 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.	Page 60 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.

Page 61

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

Page 63

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

Page 62

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

Page 64

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.

16 (Pages 61 to 64)

Page 65

BY MR. WHELAN:

Q. You can ask me.

A. Okay. That's right.

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

Page 66

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

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

A. Yeah.

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

A. Right.

Q. Right?

A. Uh-huh.

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

A. Right.

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

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

Page 67

you back.

Q. Okay.

A. So I just --

Q. What?

A. I'm sorry.

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

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

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

A. Either on email or the phone records.

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

A. Yes.

Q. And have you given that to your attorney?

A. Uh-huh, yes.

MR. WHELAN: Have you produced that, Pam?

MS. MULLIS: The notes from...

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

Page 68

MS. MULLIS: Email?

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

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

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

BY MR. WHELAN:

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

A. Right.

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

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

Q. Okay. Good.

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

17 (Pages 65 to 68)

Page 69

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

Page 70

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.

Page 71

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?

Page 72

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

18 (Pages 69 to 72)

Page 73

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.)

Page 75

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?

Page 74

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.

Page 76

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

19 (Pages 73 to 76)

Page 77 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	Page 79 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?
Page 78 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	Page 80 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...

20 (Pages 77 to 80)

Page 81

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

Page 82

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

Page 83

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

Page 84

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

21 (Pages 81 to 84)

Page 85

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

Page 87

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

Page 86

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.

Page 88

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,

22 (Pages 85 to 88)

Page 89 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	Page 91 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
Page 90 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.	Page 92 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

23 (Pages 89 to 92)

Page 93

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

Page 94

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

Page 95

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

Page 96

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,

24 (Pages 93 to 96)

Page 97

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

Page 99

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

Page 98

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.)

Page 100

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

25 (Pages 97 to 100)

Page 101 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	Page 103 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
Page 102 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 --	Page 104 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.)

26 (Pages 101 to 104)

Page 105 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	Page 107 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
Page 106 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	Page 108 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?

27 (Pages 105 to 108)

Page 109 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.	Page 111 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?
Page 110 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?	Page 112 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

28 (Pages 109 to 112)

Page 113 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	Page 115 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
Page 114 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.	Page 116 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

29 (Pages 113 to 116)

Page 117 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	Page 119 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?
Page 118 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?	Page 120 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

30 (Pages 117 to 120)

Page 121 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	Page 123 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.
Page 122 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	Page 124 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?

31 (Pages 121 to 124)

Page 125 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	Page 127 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.
Page 126 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?	Page 128 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.

32 (Pages 125 to 128)

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 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 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 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

Page 133

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.

Page 135

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

Page 134

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

Page 136

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.

34 (Pages 133 to 136)

Page 137 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	Page 139 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,
Page 138 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.	Page 140 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.

35 (Pages 137 to 140)

Page 141 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	Page 143 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.
Page 142 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	Page 144 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

Page 145

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

Page 147

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

Page 146

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

Page 148

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.

37 (Pages 145 to 148)

Page 149 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.	Page 151 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?
Page 150 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,	Page 152 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

38 (Pages 149 to 152)

Page 153 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.	Page 155 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.
Page 154 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	Page 156 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.

39 (Pages 153 to 156)

Page 157 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.	Page 159 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?
Page 158 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	Page 160 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?

40 (Pages 157 to 160)

Page 161 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.	Page 163 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?
Page 162 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.	Page 164 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

41 (Pages 161 to 164)

Page 165 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?	Page 167 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
Page 166 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	Page 168 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.

Page 169 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	Page 171 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?
Page 170 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.	Page 172 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

43 (Pages 169 to 172)

Page 173

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

Page 174

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.

Page 175

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

Page 176

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

44 (Pages 173 to 176)

Page 177 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	Page 179 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
Page 178 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.	Page 180 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.

45 (Pages 177 to 180)

Page 181

Page 183

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 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

Page 182

Page 184

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 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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46 (Pages 181 to 184)

Page 185

CERTIFICATE
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

Kendra E. Johnston, RPR,
CRR and Notary Public
My commission expires:
August 24, 2022



Page 186

ERRATA SHEET

In Re: Saundra R. Hoffman v. State Farm
Fire and Casualty Company

I have read the transcript of my deposition taken
September 16, 2019, and find no changes.

(Saundra R. Hoffman)

At the time of the reading and signing of the
deposition, the following changes were noted:

Page Line Change

(Saundra R. Hoffman)

Sworn to and subscribed before me this ____ day of
_____, 20__, _____ County,
South Carolina.
_____, Notary Public.
My commission expires: _____.

47 (Pages 185 to 186)



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.

Megan Vaught
MEGAN VAUGHT
Underwriter
Date: 01/10/2019

1004516

2000 143551 200 03-21-2012

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)

215



State Farm Fire and Casualty Company

11350 Johns Creek Parkway
Duluth, GA 30098-0001

AT2 01/07/09 O-27- 1197-F343 H W F
HOFFMAN, JEFFREY DAVID &
SAUNDRA RAYE
593 TIMBERTRAIL CT
COLUMBIA SC 29212-0802

STL
ELECTRONIC

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 FOLLOWING 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

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ELECTRONIC

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 high or 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.

N 4562
103

Agent CHARLES PIERCY
Telephone (803) 788-1200

REP

Prepared DEC 27 2012

State Farm Fire and Casualty Company

11350 Johns Creek Parkway
Duluth, GA 30098-0001

01/07/09 O-27- 1197-F343 H W F
HOFFMAN, JEFFREY DAVID &
SAUNDRA RAYE
593 TIMBERTRAIL CT
COLUMBIA SC 29212-0802

STL
ELECTRONIC

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.

Thank for letting us serve you. We appreciate our long term customers.
Agent CHARLES PIERCY
Telephone (803) 788-1200

Moving? See your State Farm agent.
See reverse for important information.
Prepared DEC 27 2012

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ROA 103

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Mortgagee: FIRST CITIZENS
MORTGAGE SERVICES DIVISION
ITS SUCC AND/OR ASSIGNS ATIMA
Loan No. [REDACTED]

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.

301

6504 40-C9-5788-7

FE-3524C
Page 1 of 9

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 to 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.

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CONTINUED

6504
31FE-3524C
Page 2 of 9

- 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 judgment 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.

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CONTINUED

21

6505 40-C9-5788-7

FE-3524C
Page 3 of 9

- 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 land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
- a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
- a "recreational vehicle" while off an insured location. "Recreational vehicle" means a motorized vehicle designed for recreation principally of 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;
- 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;
- 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
- 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 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;
- a motorized land vehicle in dead storage on an insured location;

- a motorized golf cart while used for golfing purposes;
- 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
- 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:
- 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.

Definitions 11. and 12. are added:

- "fungus" means any type or form of fungus, including mold, mildew, mycolotins, spores, scents or by-products produced or released by fungi.
- "State Farm Companies" means one or more of the following:
 - State Farm Mutual Automobile Insurance Company;
 - State Farm Fire and Casualty Company; and
 - 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.

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CONTINUED

6505
31

658 40-C9-5788-7

FE-3524C
Page 5 of 9

This does not prevent the payment of an amount greater than the limit of liability shown for COVERAGE A - DWELLING on the Declarations when:

- you elect to replace the building; and
- 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:

- 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:

- not permanently attached to or otherwise forming a part of the realty;
- 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:

- duties of the insured's employment by another; and
- performed solely by the insured; or

- 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:

- 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:

- \$200 on money, coins and medals, including any of these that are a part of a collection, and bank notes;
- \$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

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CONTINUED

\$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.

- \$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;
- \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
- \$1,500 on trailers not used with watercraft;
- \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;
- \$2,500 for loss by theft of firearms;
- \$2,500 for loss by theft of silverware and goldware;
- \$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;
- \$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
- \$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:

- Property Not Covered.** We do not cover:

- articles separately described and specifically insured in this or any other insurance;
- animals, birds or fish;
- 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:

FE-3524C
Page 6 of 9

- (1) the tree has caused a Loss Insured to Coverage A property; or
- (2) the tree debris fell 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.

- Trees, Shrubs and Landscaping.** We cover outdoor:

 - trees, shrubs, live or artificial plants, and lawns;
 - artificial grass; and
 - 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 member 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.

- 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:

- 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;
- decay, deterioration, insect damage or vermin damage, all that are hidden from view of a:

- connector; or
 - structural member of a building;
- unless the presence of such damage is known to an insured prior to collapse.

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- weight of contents, equipment, animals or people;
- weight of ice, snow, sleet or rain which collects on a roof, porch or deck; or
- 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, trestle 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:

- (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;
- 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;
- 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;
- 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:

- i. wet or dry rot;
- c. Water, meaning:

- (1) used solely to service the insured location; or

- (2) designed for assisting the handicapped; 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;

- aircraft and parts;

- 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;

- 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;

- property rented or held for rental to others away from the residence premises;

- any radio devices or transmitters, global positioning systems, radar or lesser detectors, antennas and all other similar equipment permanently attached to an engine or motor-propelled vehicle;

- 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;

- recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market;

- 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;

- contraband, or any property used in the course of illegal consumption, possession, import, export or trade; or

- outdoor hardscape property used for aesthetic purposes except as provided in SECTION I - ADDITIONAL COVERAGES.

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COVERAGE C - LOSS OF USE

Item 3, Prohibited Use, is replaced by the following:

- 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:

- 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;

- the residence premises is within one mile of property damaged by a cause of loss identified in 3.a. above; and

- 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:

- 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:

- 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;
- 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:

6587 40-C9-5788-7

FE-3524C
Page 7 of 9

- (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:

- remove the fungus from covered property or to repair, restore or replace that property; or
- 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:

- Claim Expenses.** We pay:

- expenses we incur and costs taxed against an insured in suits we defend. Taxed costs do not include attorney fees;
- 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;
- interest the insured is legally liable to pay on damages payable under Coverage L above 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:

- 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.

- 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:

- 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.

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CONTINUED

FE-3524C
Page 8 of 9

- (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

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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

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FE-3524C
Page 9 of 9

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.

559
20

(CONTINUED)

State Farm Fire and Casualty Company

4593 40-C9-5788-7

553-2368 SC.5

**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 limit; 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.

FE-5706.4

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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

percentage of your premium that is included for 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.

553-2368 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) (18066)

Agent: CHARLES PIERCY
70 4594

(CONTINUED)

Telephone: (803) 788-1200

ROA 106

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) (10/06)

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

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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FP-7955

Printed in U.S.A.



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

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:
- the residence premises;
 - 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;
 - any premises used by you in connection with the premises included in 5.a., or 5.b.;
 - any part of a premises not owned by an insured but where an insured is temporarily residing;
 - 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;
 - individual or family cemetery plots or burial vaults owned by an insured;
 - any part of a premises occasionally rented to an insured for other than business purposes;
 - vacant land owned by or rented to an insured. This does not include farm land; and
 - 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 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;
 - 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;
- 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
 - 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:
- bodily injury; or
 - 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 an 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:
- the one, two, three or four-family dwelling, other structures and grounds; or
 - that part of any other building;
- where you reside and which is shown in the Declarations.

2

FP-7955

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:
- structures attached to the dwelling;
 - 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;
 - foundation, floor slab and footings supporting the dwelling; and
 - 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:
- not permanently attached to or otherwise forming a part of the realty;
 - used in whole or in part for business purposes; or
 - 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:
- land, including the land necessary to support any Coverage A property;
 - any costs required to replace, rebuild, stabilize, or otherwise restore the land; or
 - 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:

- \$200 on money, coins and medals, including any of these that are a part of a collection, and bank notes;
 - \$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:
- \$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;
 - \$1,000 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
 - \$1,000 on trailers not used with watercraft;

3

FP-7955

- \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;
- \$2,500 for loss by theft of firearms;
- \$2,500 for loss by theft of silverware and goldware;
- \$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
- \$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:

- articles separately described and specifically insured in this or any other insurance;
- animals, birds or fish;
- 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:
 - used solely to service the insured location; or
 - designed for assisting the handicapped;
- 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;
- aircraft and parts;
- 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;
- 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;
- property rented or held for rental to others away from the residence premises;
 - 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;
 - 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
 - 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

- 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.
- 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.
- 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

4

FP-7955

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.

- 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.

- 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.
- 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.

- 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.

- 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.

- Credit Card, Bank Fund Transfer Card, Forgery and Counterfeit Money.**

- We will pay up to \$1,000 for:

- 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;
- loss to an insured caused by forgery or alteration of any check or negotiable instrument; and
- 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.

- We do not cover loss arising out of business pursuits or dishonesty of an insured.

c. **Defense:**

- 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

5

FP-7955

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:

- removal of a plug from an electrical outlet; or
- 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:

- volcanic blast or airborne shock waves;
- ash, dust or particulate matter; or
- 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:

- 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;
- hidden decay of a supporting or weight-bearing structural member of the building;
- hidden insect or vermin damage to a structural member of the building;
- weight of contents, equipment, animals or people;
- weight of ice, snow, sleet or rain which collects on a roof; or
- 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

6

FP-7955

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:

- divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
- 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:

- Fire or lightning.
- 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.
- Explosion.
- Riot or civil commotion.
- Aircraft, including self-propelled missiles and spacecraft.

- Vehicles, meaning impact by a vehicle.

- Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

- Vandalism or malicious mischief, meaning only willful and malicious damage to or destruction of property.

- 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:

- loss of a precious or semi-precious stone from its setting;
- loss caused by theft:
 - 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;
 - 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

7

FP-7955

- from the part of a residence premises rented to others:

- caused by a tenant, members of the tenant's household, or the tenant's employees;
- of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins and medals;
- 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
- of jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones;

- loss caused by theft that occurs away from the residence premises of:

- 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;
- watercraft of all types, including their furnishings, equipment and outboard motors; or
- 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.

8

FP-7955

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:

- to the system or appliance from which the water or steam escaped;
- caused by or resulting from freezing;
- 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
- 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:

- caused by or resulting from freezing; or
- 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:

- maintain heat in the building; or
- 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.

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:

- collapse, except as specifically provided in SECTION I - ADDITIONAL COVERAGES, Collapse;
- 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:
 - maintain heat in the building; or
 - shut off the water supply and drain the system and appliances of water;
- 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;
- 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;
- 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;

- continuous or repeated seepage or leakage of water or steam from a:

- heating, air conditioning or automatic fire protective sprinkler system;
- household appliance; or
- 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;

- wear, tear, marring, scratching, deterioration, inherent vice, latent defect or mechanical breakdown;
- corrosion, electrolysis or rust;
- mold, fungus or wet or dry rot;
- contamination;
- smog, smoke from agricultural smudging or industrial operations;
- settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;
- 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

9

FP-7955

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;

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

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.

(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

10

FP-7555

11

FP-7955

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;

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

(3) any special limit of liability described in the policy; or

(4) any applicable Coverage B limit of liability.

(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.

12

FP-7955

13

FP-7955

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:
- reach agreement with you;
 - there is an entry of a final judgment; or
 - there is a filing of an appraisal award with us.
9. **Abandonment of Property.** We need not accept any property abandoned by an insured.

14

FP-7555

- 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:

- pay up to our limit of liability for the damages for which the insured is legally liable; and
- 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:

- to a person on the insured location with the permission of an insured;
- to a person off the insured location, if the bodily injury:
 - arises out of a condition on the insured location or the ways immediately adjoining;
 - is caused by the activities of an insured;
 - is caused by a residence employee in the course of the residence employee's employment by an insured; or
 - is caused by an animal owned by or in the care of an insured; or
- 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:

- Claim Expenses.** We pay:
 - expenses we incur and costs taxed against an insured in suits we defend;
 - 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;
 - 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;
 - prejudgment interest awarded against the insured on that part of the judgment we pay; and
 - 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.
- 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.
- Damage to Property of Others.**
 - We will pay for property damage to property of others caused by an insured.
 - We will not pay more than the smallest of the following amounts:
 - replacement cost at the time of loss;
 - full cost of repair; or

15

FP-7555

- (3) \$500 in any one occurrence.
- c. We will not pay for property damage:
- if insurance is otherwise provided in this policy;
 - caused intentionally by an insured who is 13 years of age or older;
 - 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

SECTION II - EXCLUSIONS

- Coverage L and Coverage M do not apply to:
 - bodily injury or property damage:**
 - which is either expected or intended by the insured; or
 - which is the result of willful and malicious acts of the insured;
 - 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:
 - to activities which are ordinarily incident to non-business pursuits;
 - with respect to Coverage L, to the occasional or part-time business pursuits of an insured who is under 19 years of age;
 - to the rental or holding for rental of a residence of yours:
 - on an occasional basis for the exclusive use as a residence;
 - in part, unless intended for use as a residence by more than two roomers or boarders; or
 - in part, as an office, school, studio or private garage;
 - when the dwelling on the residence premises is a two, three or four-family dwelling and you oc-

16

FP-7555

- arising out of:
 - business pursuits;
 - any act or omission in connection with a premises an insured owns, rents or controls, other than the insured location; or
 - the ownership, maintenance, or use of a motor vehicle, aircraft, or watercraft, including aircraft, air cushion, personal watercraft, sail board or similar type watercraft.

- cuppy one part and rent or hold for rental the other part or:**
 - 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;
- bodily injury or property damage** arising out of the rendering or failing to render professional services;
- 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;
- bodily injury or property damage** arising out of the ownership, maintenance, use, loading or unloading of:
 - an aircraft;
 - a motor vehicle owned or operated by or rented or loaned to any insured; or
 - a watercraft:
 - owned by or rented to any insured if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
 - 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;

- powered by one or more outboard motors with more than 25 total horsepower owned by any insured;
- designated as an airboat, air cushion, or similar type of craft; or
- 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;

- bodily injury or property damage** arising out of:
 - the entrustment by any insured to any person;
 - the supervision by any insured of any person;
 - any liability statutorily imposed on any insured; or
 - 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;
- 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;
- 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;
- any claim made or suit brought against any insured by;

- any person who is in the care of any insured because of child care services provided by or at the direction of:
 - any insured;
 - any employee of any insured; or
 - any other person actually or apparently acting on behalf of any insured; or
- 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:
 - any insured;
 - any employee of any insured; or
 - 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

- 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.
- Coverage L does not apply to:
 - liability:**
 - for your share of any loss assessment charged against all members of an association of property owners; or
 - assumed under any unwritten contract or agreement, or by contract or agreement in connection with a business of the insured;
 - property damage** to property currently owned by any insured;
 - property damage** to property rented to, occupied or used by or in the care of any insured. This exclusion

17

FP-7555

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.

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. 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.

- (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.

18

FP-7955

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.

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.

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.

- 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

19

FP-7955

- (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,

20

FP-7955

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, maring, 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;

21

FP-7955

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:

- a. **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.

22

FP-7955

23

FP-7955

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.

24

FP-7955

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. Youell

Secretary

Michael T. Fignon

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.

25

FP-7955

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	Civil Action No. 2019-CP-32-03395
SAUNDRA R. HOFFMAN,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S MEMORANDUM IN
vs.	)	OPPOSITION OF DEFENDANT'S
	)	MOTION FOR SUMMARY JUDGEMENT
STATE FARM FIRE AND	)	
CASUALTY COMPANY,	)	
	)	
Defendant.	)	
	)	

Plaintiff by and through her undersigned counsel submits the following Memorandum in Opposition of Defendant's Motion for summary Judgment;

STATEMENT OF THE FACTS

The Defendant State Farm Insurance Company (hereinafter "State Farm" or Defendant) provided a contract of insurance to the Plaintiff Sandra R. Hoffman for the contents of her home located at 503 Timber Trail Court.

On **January 8, 2014**, the Plaintiff suffered a covered loss pursuant to the valid insurance policy. (*see Exhibit B submitted by the Defendant*) The Plaintiff promptly reported the claim to her insurance company State Farm and began a long and arduous process of listing, classifying, photographing, documenting and researching hundreds of items that were stored in her garage and the FROG, room over her garage where the water damage had occurred. As part of this process the Plaintiff was sent a link by the Defendant's adjuster where she submitted items into a database/ computer system called Enservio that she could log into and submit information regarding her claim. The Plaintiff was not told by anyone at her insurance company that she had a time limit to upload or submit information about the individual items in her claim. (*Exh A*

*Plaintiff. Depo pg. 56 ln 21 to pg. 57 ln 5, *Plaintiff's counsel is referring to Defendant's Exhibit A and not refiling the same deposition for simplification*)* At the request of the Defendant's adjuster, Tamyachta Edwards, the Plaintiff researched, photographed, and submitted information regarding her items that were damaged in her claim throughout this time and into 2017. This including the submission by the Plaintiff of some 2,055 photographs to the Defendant. The Plaintiff was sent a check September 28 2016, for property damage including replacement costs of personal property she lost due to this incident, however the check was not cashed by the Plaintiff as she did not know if cashing the check would close out her claim.

Throughout 2017 the Plaintiff continued to sort items in her home and attempt to determine the value of her lost property including some large Persian rugs. Throughout 2017, the Plaintiff continued communicating with and submitting information to the Defendant's Adjuster Tamyachta Edwards.

In January of 2018 State Farm with no prior notice of the closing of the claim's acceptance period advised the Plaintiff they were no longer accepting any other information regarding damaged items related to this incident. (*Exh. E -SF letter dated 1/10/2018*) The Plaintiff filed suit on October 12, 2018, for breach of contract by the Defendant.

ARGUMENT

I. PLAINTIFF CAN DEMONSTRATE A GENUINE ISSUE OF MATERIAL FACT WARRANTING SUBMISSION TO A JURY.

Summary Judgment is appropriate only where "it is clear there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." In the making of a determination of whether there are genuine issues of material fact in dispute before the court "the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light

most favorable to the non-moving party.” *Wiedemann v. Town of Hilton Head*, 330 S.C. 532, 500 S.E.2d 783 (1998). Here, the Plaintiff can offer material evidence that a jury could find breach of contract, unreasonable failure to pay an insurance claim, bad faith and fraud committed by the Defendant. The Defendant has raised in this summary judgment motion a statute of limitations defense, claiming the Plaintiff’s case should be dismissed for failure to timely file her claim.

Furthermore, the Defendant’s motion should be denied if made in the form of a Motion to Dismiss as based upon the Plaintiff’s allegations in her complaint and the facts alleged with inferences reasonably deducible therefrom the allegations entitle the Plaintiff to relief on any one of multiple theories she has alleged. *See Dye v. Gainey*, 320 S.C. 65, 463 S.E.2d 97 (Ct. App. 1995). The Plaintiff clearly has a valid claim for the relief stated in her complaint. *McCormick v. England*, 328 S.C. 627, 633, 494 S.E.2d 431, 433-34 (Ct. App. 1997).

II. THE PLAINTIFF HAS FILED THE CLAIM WITHIN THE STATUTE OF LIMITATIONS.

An action for breach of contract must be brought within three years from the date the action accrues. *S.C. Code Ann. § 15-3-530(1)* (2005). *Sapp v. Wheeler*, 402 S.C. 502, 509, 741 S.E.2d 565, 569 (Ct. App. 2013). The Defendant is under the mistaken belief that a breach of contract action would accrue at the date the incident occurred. This is not the case. The Plaintiff had no action against the Defendant until the Defendant breached the contract with the Plaintiff. *Rumpf v. Mass. Mut. Life Ins. Co.*, 357 S.C. 386, 394-95, 593 S.E.2d 183, 187 (Ct. App. 2004) *Carolina Marine Handling, Inc. v. Lasch*, 363 S.C. 169, 176, 609 S.E.2d 548, 552 (Ct. App. 2005) [The discovery rule determines the date of accrual for a **breach of contract** action,]” and “pursuant to the discovery rule, a **breach of contract** action accrues not on the date of the **breach**, but rather on the date the aggrieved party either discovered the **breach**, or could or should have discovered

the **breach** through the exercise of reasonable diligence"]. Here, the Plaintiff continued to evaluate collect and submit damaged items to the Defendant throughout 2017 as she reasonably believed the Defendant was continuing to adjust her claim for property damage pursuant to her policy. Likewise, the Defendant continued to adjust the claim and communicate with the Plaintiff regarding submission of damaged items in October 2017, three years after the Defendant now claims the Plaintiff failed to comply with the terms of her policy. (*see Exh. D- SF claims file – pg. 3-4*) The Defendant cannot now claim there is some policy limit of three years to submit the Plaintiff's damages pursuant to this policy now when the adjuster was actively participating in the adjustment of the claim. The law in South Carolina is clear, the three-year limitation begins to run when the Plaintiff became aware of the breach of the contract by the Defendant when her claim for benefits pursuant to her policy were first denied in January 2018. The statute of limitations on this claim does not run, at the earliest, until January 10, 2021.

The Defendant also claims the Plaintiff failed to promptly submit portions of her property damage claim to the Defendant pursuant to her policy. However, the Plaintiff provided 'immediate notice' as required by the policy of the incident reporting her claim on February 4, 2014 as per the claims note and conversation between the parties. (*see Exh. D. State Farms claims file pg.12*). Furthermore, the Plaintiff operated in good faith to protect hundreds of individual damaged items from further loss or damage, but the placing of a couple bags of wet clothes simply does not invalidate an entire claims policy. Policies are construed **in favor of coverage**, and exclusions in an **insurance** policy are construed against the insurer. *Buddin v. Nationwide Mutual Ins. Co.*, 250 S.C. 332, 337, 157 S.E.2d 633, 635 (1967), *M & M Corp. v. Auto-Owners Ins. Co.*, 390 S.C. 255, 259, 701 S.E.2d 33, 35 (2010). The Defendant cannot simply refuse to pay a claim because the Plaintiff's daughter moved a bag of clothes that were a few of the hundreds of items damaged in the

insured claim. The policy simply does not require the Plaintiff to complete her claim within three years.

Furthermore, the Defendant claims the Plaintiff was entitled to recover replacement costs for two years from the date of incident pursuant to her policy. (*Def. Mot for SJ Facts – referencing policy - Exh. B p.31*) The policy actually states under COVERAGE B- PERSONAL PROPERTY 1. B1- Limited Replacement Cost Loss Settlement. (a)(3) “if property is not repaired or replaced within two years after the date of loss, we will pay only the costs to repair or replace less depreciation.” (Exh B pg. 12) This policy provision does not, of course, limit an insured from continuing to submit items for payment that have been damaged, it merely establishes how the items would be valued by State Farm for payment. This was confirmed by the Defendant’s adjuster on the Plaintiff’s file in deposition:

Q: So any items that she'd submitted prior to the two years she's entitled to replacement costs and after the two years you'd only pay actual cash value?

A: Yes.

(*Deposition of Defendant State Farm adjuster Tamyachta Edwards, attached as Exhibit C. p. 44 ln16-20*)

The Defendant State Farm decided to stop adjusting the Plaintiff’s claim that was properly initially reported February 2014 pursuant to her policy. (*Exh D pg. 12*) The Plaintiff was complying with the Defendant’s arduous process of providing research on the value of every item along with multiple photos of her damaged items. The Defendant’s claims adjuster communicated with the Plaintiff throughout the process including throughout 2017 over three years after the initial incident that damaged the Plaintiff’s property and triggered the policy. The mere failure of the Plaintiff to complete the claim within three years does not prevent her from making her claim

pursuant to her policy. There is no failure to file a claim within the statute of limitation because the statute of limitations for a breach of contract claim is three years from the date of the breach. The Defendant State Farm breached their insurance policy with the Plaintiff in January of 2018.

III. THE PLAINTIFF CAN OFFER SUFFICIENT EVIDENCE OF FRAUD.

In order to recover in an action for fraud and deceit, based upon misrepresentation, the following elements must be shown by clear, cogent and convincing evidence: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; (9) the hearer's consequent and proximate injury. *M. B. Kahn Const. Co., Inc. v. South Carolina Nat. Bank of Charleston*, 271 S.E.2d 414 (1980).

A. The Plaintiff Can Offer Sufficient Evidence With Which A Jury Could Find The Defendant Made A False Representation of A Material Fact.

Here, the Defendant made misrepresentations of material facts, (elements one, two and three above) by first allowing the Plaintiff throughout 2017 to continue to sort, and attempt to value and submit items within her claim to State Farm that the Defendant did not intend to pay. Second throughout 2016, the Defendant adjuster participated in adjusting the claim with the Plaintiff and failed to advise her of the change in valuation of the claim from replacement value to actual cash value pursuant to the policy. Finally, the Defendant misrepresented that the Plaintiff had missed the statute of limitations on her claim. (*Also see Complaint Para. 5-9*)

It is undisputed that as the Plaintiff's own insurance company, the Defendant owes the Plaintiff a duty of good faith and fair dealing in making her claim pursuant to her insurance contract. *Doe v. South Carolina Med. Mal. Liab. Joint Underwriting Assoc.*, 347 S.C. 642, 649,

557 S.E.2d 670, 674 (2001) ("there is an implied covenant of good faith and fair dealing in every **insurance** contract 'that neither party will do anything to impair the other's rights to receive benefits under the contract'"); *Tadlock Painting Co. v. Maryland Cas. Co.*, 322 S.C. 498, 501, 473 S.E.2d 52, 54 (1996) ("Implicit . . . is the extension of a **duty** of good faith and fair dealing in the performance of all obligations undertaken by the insurer for the **insured**.")

The allegations of the Plaintiff are that the Defendant throughout 2017 continued to participate in assisting the Plaintiff with researching, investigating and submitting information for her claim that the Defendant then denied and claimed had expired three years from the date of incident.

(See *Complaint para. 7-9; Depo. Edwards pg. 57 ln 6 to 58 ln19*)

- 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.

58

- 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.

Therefore, the facts indicate the Defendant's adjuster was having specific conversations with the Plaintiff regarding submissions of her claimed damages in October of 2017 which were inconsistent with the position the Defendant then took a few months later in January of 2018 when the Defendant represented to the Plaintiff she had missed the statute of limitations for making a continuing claim for damaged items.

Furthermore, in September of 2016, the Defendant's adjuster failed in good faith to advise the Plaintiff of the two year valuation change under her policy included on page 12 reducing the Plaintiff's damages from replacement value to actual cash value.

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

(Exh C- Edwards Depo. pg. 54 ln 7-16)

Here, the Defendant's adjuster made multiple false misrepresentations of material fact related to the Plaintiff's claim regarding the timing of the claim pursuant to the Plaintiff's policy, and the valuation of the Plaintiff's damages pursuant to the policy.

B. The Plaintiff Can Offer Sufficient Evidence With Which A Jury Could Find the Defendant Made the Misrepresentations with Reckless Disregard of its Truth or Falsity and with the Intent the Plaintiff Act upon the Misrepresentation.

The Plaintiff must merely offer circumstantial evidence to show the representation was made with reckless disregard of its truth or falsity and intent that the representation be acted upon because the Court recognizes that the fourth element and the fifth element must usually be proven circumstantially. *Mylin v. Allen-White Pontiac, Inc.*, 281 S.C. 174, 314 S.E.2d 354 (Ct.App.1984); (fourth element); *State v. Carroll*, 277 S.C. 306, 286 S.E.2d 382 (1982) (fifth element); *May v. Hopkinson*, 347 S.E.2d 508 (S.C.App. 1986). (Also see Complaint Para. 7-8)

The general rule is that fraud must relate to a present or pre-existing fact and cannot ordinarily be predicated on unfulfilled promises or statements as to future events. However, where one promises to do a certain thing, having at the time no intention of keeping his agreement, it is a fraudulent misrepresentation of a fact, and actionable as such. *Davis v. Upton*, 250 S.C. 288, 157 S.E.2d 567, 568 (1967); *Woodward v. Todd*, 240 S.E.2d 641 (1978).

The adjuster continued to participate in adjusting and evaluation the Plaintiff's claim throughout 2017. The Defendant's adjuster did not properly advise the Plaintiff of the change in value pursuant to her policy and never advised her that the Defendant intended to end the claim after three years. The adjuster continued, four years after the original incident, in October of 2017 to participate in discussions including a 24-minute phone conversation with the Plaintiff regarding her claim. This would have been a year after the Defendant is now claiming the statute of limitations ran in January of 2017.

The Plaintiff was actively communicating with the Defendant agent regarding her claim that began in January of 2014 and continued to research and attempt to submit information to the Defendant for her claim which a jury could find the Defendant never informed the Plaintiff the Defendant had no intention of honoring.

C. The Plaintiff Can Offer Sufficient Evidence With Which A Jury Could Find the Plaintiff was Not Aware the Defendant was Misrepresenting the Defendant's Intentions And Relied on The Defendant's misrepresentations.

The Plaintiff was clearly unaware the Defendant did not have every intention of paying her insurance claim. The Plaintiff continued to contact the Defendant adjuster, research her damaged items and submit them to State Farm's computer system Enservio. The adjuster and the Plaintiff continued to have discussion regarding the claim, as evidenced by their phone conversations and the adjuster was actively reviewing the submitted damages. (*see Exh. D. SF-claims file pg.3-4*). Furthermore, the Plaintiff relied on the Defendant's representations as the Defendant and Plaintiff had a contractual relationship which created a duty between the parties. The Plaintiff believed the Defendant was acting in good faith and was assisting her with her claim. She testified in her deposition; - "Did you talk with anyone at State Farm concerning the statute of limitations at any time? A: No. Like I said, I just assumed that since she told me about the opening of the claim, that she would tell me if the claim was coming near the closing. " . (*Exh A Plaintiff. Depo pg. 181 ln 15-19*) In the adjuster's deposition she indicated she also did not advise the Plaintiff regarding her limitations on how long she had to submit items in her claim in 2015, " And at -- in that phone call did you advise Ms. Hoffman of how long she had to provide this information? A: Based on this file, no, I did not. (*Exh C - Depo. Def Edwards Pg. 32 ln 22 -25*) (*Also see Complaint Para. 6-10*)

Therefore, the Plaintiff can offer sufficient facts with which a jury could find the Plaintiff relied on the misrepresentations made by the Defendant and was not aware the Defendant's representations were false.

D. The Plaintiff Can Offer Sufficient Evidence With Which A Jury Could Find the Plaintiff had a Right to Rely on the Defendant's Misrepresentations.

The right to rely is determined in light of the Plaintiff's duty to use reasonable prudence and diligence under the circumstances and is made on a case by case basis. Various circumstances which will be considered include the form and materiality of the representation; the respective age, experience, intelligence and mental and physical conditions of the parties; and the relations and respective knowledge and means of knowledge of the parties. *Parks v. Morris Homes Corporation*, 245 S.C. 461, 141 S.E.2d 129 (1965). *Florentine Corp., Inc. v. PEDA Inc.*, 339 S.E.2d 112 (1985). Finally, where the relationship between the parties is a fiduciary relationship the Plaintiff would be reasonable in relying on the statement of the Defendant. *Thomas v. American Workmen*, 197 S.C. 178, 14 S.E.2d 886 (1941); *King v. Oxford*, 282 S.C. 307, 318 S.E.2d 125 (S.C.App.1984). (Also see *Complaint Para. 2-5*)

Here, the Plaintiff is making a claim for a loss with an experienced insurance claims specialist/adjuster who has worked in the insurance business and has the experience and training to advise the Plaintiff regarding her claim. The adjuster testified she had a duty to advise the Plaintiff regarding her limitations on her claim –

19 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?
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

76

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?
 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?
 20 A: Yes, that's correct.

(Exh C - Depo. Def Edwards Pg. 75:19 - 76:20)

Therefore, the party's relationship is clearly one of huge disparity between the experience, knowledge and position of the two actors as one is an experienced and trained insurance adjustor. Finally, consideration should be given to the fact that the entire misrepresentation and basis for the fraud was finical gain on the side of the Defendant State Farm and ending the claim under a claimed statute of limitations saves the Defendant from paying for hundreds of validly claimed lost items of the Plaintiff which were rightfully insured pursuant to her policy.

The Plaintiff can offer sufficient evidence with which a jury could find the Plaintiff had a right to relay on the representations and actions of the Defendant and their agents in their claims handling and failure to advise the Plaintiff regarding an impending limitation in her policy, of a value change in her damages and a claimed statute of limitations.

E. The Plaintiff Can Offer Sufficient Evidence With Which A Jury Could Find the Plaintiff Suffered Consequent and Proximate injury.

Finally, the Plaintiff as indicated above was not properly notified of the change in the valuation of her claimed damages from replacement value after two years to actual cash value pursuant to her policy, nor was she warned of any three year limitation to make a claim for her damages under her policy. The Plaintiff throughout 2017 three years after the claim, was still working with the Defendant's adjuster compiling and submitting photographs for some 700 items into the program used by the Defendant at the time, most of which were not a bag of wet clothes. (*see Exh D. SF Claims file 3-4*) The Plaintiff can show a monetary loss in this matter of property, the time and expense of research and time in compiling the information for the Defendants that they knew or should have known they were going to disregard, as well as, costs and fees in pursuing this matter with which a jury could award damages based upon. (*Also see Complaint Para. 8-10*)

Therefore, based upon the evidence and all inferences which can be reasonably drawn therefrom viewed in the light most favorable to the Plaintiff, the Plaintiff can offered genuine issues of material fact in dispute with which a jury could find the Defendant made material misrepresentations to the Plaintiff with a reckless disregard of the its truth or falsity, the intent that the representation be acted upon and the Plaintiff was ignorant of the falsity of the representations while rightfully relying upon the truth of the representations and suffering injury therefore.

IV. THE PLAINTIFF CAN OFFER SUFFICIENT EVIDENCE OF BAD FAITH.

The Defendant claims they are also entitled to summary judgment on the Plaintiff's claim for bad faith. Under South Carolina law, the elements of an action for bad faith under an insurance contract include: (1) the existence of a mutually binding contract of insurance between

the plaintiff and the defendant; (2) refusal by the insurer to pay benefits due under the contract; (3) resulting from the insurer's bad faith or unreasonable action in breach of an implied covenant of good faith and fair dealing arising on the contract; (4) causing damage to the insured.

Crossley v. State Farm Mut. Auto. Ins. Co., 307 S.C. 354, 415 S.E.2d 393, 396-97 (S.C. 1992).
Wactor v. Jackson Nat'l Life Ins. Co., No. 8:11-3167-TMC, 2013 U.S. Dist. LEXIS 96383, at 10 (D.S.C. July 10, 2013). The Defendant's position is the Defendant had a reasonable basis for denying the Plaintiff's claim specifically due to the Plaintiff failing to submit 700 items in the claim until 2017.

There is no dispute the parties had a contract of insurance, that the Defendant is now refusing to pay, and the Plaintiff is suffering damages in the nature of some 700 items that are claimed owed by the Plaintiff pursuant to the contract (elements 1, 2 and 4). As indicated above, the Defendant's bad faith refusal to pay pursuant to the policy claiming a three year statute of limitations for a breach of contract action is per se bad faith. The statute of limitations for a contract action is three years from the breach and the Defendant has failed to identify any failure to provide notice of the claim pursuant to the policy as the Plaintiff was working with a State Farm adjuster on her claim actively for years. (See Exhibit D. portions of SF claims file). Therefore, the Defendant is not entitled to summary judgment on the bad faith cause of action as the Plaintiff can show a mere scintilla of evidence proving the Plaintiff is entitled to damages for bad faith against State Farm.

CONCLUSION

The Statute of Limitation for a breach of contract claim is three years from the date of the breach not the date of incident and the Plaintiff has established facts from which a reasonable

jury could find the Defendant is liable to the Plaintiff for fraud and bad faith. Therefore, the Defendant's Motion for Summary Judgment should be denied.

Finally, the Plaintiff can sustain a Rule 12 motion to dismiss challenge based on the pleadings as fraud and bad faith are sufficiently plead and the Defendant's motion to dismiss Plaintiff's third and fourth causes of action should be denied

Respectfully submitted:

s/ Pamela R. Mullis
Pamela R. Mullis (ID # 7254)
Attorney for the Plaintiff
MULLIS LAW FIRM
Post Office Box 7757
Columbia, South Carolina 29202
(803) 799-9577

Columbia, South Carolina
December 10, 2020



Page 1

Page 3

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
 2 COUNTY OF LEXINGTON) C/A #: 2016-CP-10-2272
 3
 4 Saundra Hoffman,)
 5 Plaintiff,)
 6 v.)
 7 State Farm Fire and Casualty)
 8 Company,)
 9 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.

STIPULATIONS

1
2
3
4
5 It is stipulated and agreed that this
6 deposition is being taken pursuant to the South
7 Carolina Rules of Civil Procedure.

8
9 It is stipulated by and between counsel and the
10 witness that the deposition is being conducted by
11 remote means and the court reporter is not present
12 with the witness.

13
14 It is stipulated by and between counsel and the
15 witness that the reading and signing of the following
16 deposition be, and the same are, hereby waived.

Page 2

Page 4

VIRTUAL APPEARANCES

1 Pamela R. Mullis, Esquire
 2 Mullis Law Firm, PA
 3 1229 Elmwood Avenue
 4 Columbia, South Carolina 29201
 5 Attorney for the Plaintiff
 6 Robert W. Whelan, Jr., Esquire
 7 Nelson, Mullins, Riley & Scarborough, LLP
 8 1320 Main Street, 17th Floor
 9 Columbia, South Carolina 29201
 10 Attorney for the Defendant

INDEX

	PAGE
PRELIMINARY MATTERS AND OBJECTIONS:	
MR. WHELAN.....	4
MS. EDWARDS:	
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 Saundra Hoffman from Tamyachta Edwards dated January 10, 2018)	
Plaintiff's Exhibit Number 3	126
(Phone Logs)	

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.

1 (Pages 1 to 4)

Page 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

Page 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.

Page 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

Page 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.

2 (Pages 5 to 8)

Page 9

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

Page 10

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

Page 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

Page 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

3 (Pages 9 to 12)

Page 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.

Page 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.

Page 15

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?

Page 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

4 (Pages 13 to 16)

Page 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.

Page 18

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

Page 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.

Page 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

5 (Pages 17 to 20)

Page 21

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?

Page 22

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.

Page 23

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 calendaring 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

Page 24

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.

6 (Pages 21 to 24)

Page 25

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

Page 26

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.

Page 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

Page 28

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.

7 (Pages 25 to 28)

Page 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.

Page 30

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.

Page 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.

Page 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.

8 (Pages 29 to 32)

Page 33

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.

Page 34

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.

Page 35

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

Page 36

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?

9 (Pages 33 to 36)

Page 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

Page 38

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?

Page 39

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

Page 40

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?

10 (Pages 37 to 40)

Page 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

Page 42

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

Page 43

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.

Page 44

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.

11 (Pages 41 to 44)

Page 45

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

Page 46

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?

Page 47

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 though 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

Page 48

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

12 (Pages 45 to 48)

Page 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

Page 50

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

Page 51

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?

Page 52

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

13 (Pages 49 to 52)

Page 53

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

Page 54

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

Page 55

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

Page 56

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

14 (Pages 53 to 56)

Page 57

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.

Page 58

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

Page 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?

Page 60

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.

15 (Pages 57 to 60)

Page 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.

Page 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?

Page 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.

Page 64

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

16 (Pages 61 to 64)

Page 65

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

Page 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

Page 67

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 this
 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

Page 68

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

17 (Pages 65 to 68)

Page 69

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.

Page 70

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?

Page 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?

Page 72

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?

18 (Pages 69 to 72)

Page 73

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

Page 74

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

Page 75

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

Page 76

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.

19 (Pages 73 to 76)

Page 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?

Page 78

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.

Page 79

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?

Page 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,

20 (Pages 77 to 80)

Page 81

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

Page 82

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

Page 83

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

Page 84

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.

21 (Pages 81 to 84)

Page 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

Page 86

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

Page 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?

Page 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

22 (Pages 85 to 88)

Page 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?

Page 90

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?

Page 91

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.

Page 92

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

23 (Pages 89 to 92)

Page 93

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

Page 94

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.

Page 95

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

Page 96

1 2016 is when Janita Truitt and then the next
2 supervisor comes into the file in December of
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

24 (Pages 93 to 96)

Page 97

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

Page 98

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.

Page 99

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

Page 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

25 (Pages 97 to 100)

Page 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 Saundra 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

Page 102

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

Page 103

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

Page 104

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.

26 (Pages 101 to 104)

Page 105

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

Page 106

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

Page 107

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 unmuting and let's see how bad that is.
25 Okay. Is that tolerable?

Page 108

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

27 (Pages 105 to 108)

Page 109

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?

Page 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?

Page 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

Page 112

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.

28 (Pages 109 to 112)

Page 113

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

Page 114

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.

Page 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

Page 116

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

29 (Pages 113 to 116)

Page 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?

Page 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

Page 119

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

Page 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,

30 (Pages 117 to 120)

Page 121

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.

Page 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?

Page 123

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

Page 124

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

31 (Pages 121 to 124)

Page 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.)

Page 126

1 (Plaintiff's Exhibit Numbers 1 through 3 were marked
2 after the conclusion of the deposition.)
3



RBZ00015

State Farm Fire and Casualty Company

Fire Claim File Print

File History Information

Route To:

BASIC CLAIM INFORMATION

Claim Number: 40-3T56-734
Date of Loss: 01-08-2014
Policy Number: 40-C9-5788-7
Named Insured: HOFFMAN, JEFFREY DAVID

FILE HISTORY

File History - File Notes

01-03-2019 - 12:52 PM CST Performer: Ruth, Danny Office:WCCSSTWD
File Note: Reviewed file and suit, routing to appropriate han
Participant: COL / Line (Participant): 43 / 001(Named Insured(s))
Category: Management Sub Category:

Reviewed file and suit, routing to appropriate handler.

01-02-2019 - 11:20 AM CST Performer: Edwards, Tamyachta Office:WCCSSTWD
File Note: Insurance complaint summons
Participant: COL / Line (Participant): 44 / 001(Named Insured(s))
Category: Claim Note Sub Category:

CO accepted Dept of Insurance complaint; Summons
• Sending to TM for review

CO reviewed file
• CO reassigned closed claim 3/13/15
• 04/03/2015 - 5:30 PM CDT
• Received call from NI and discussed submitting contents items
• 11/09/2015 - 2:44 PM CST
• CO advised of RC policy benefits provisions is 1/8/2016
• 1/6/2016
• Inventory received from NI
• 01/28/2016 - 7:10 PM CST
• CO explained the 2 yr RC provision is deadline for claiming RCBs

01-02-2019 - 9:46 AM CST Performer: Blaine, Gregg Office:PROX
File Note: Review
Participant: COL / Line (Participant):
Category: Management Sub Category:

File incorrectly reassigned to Proximity due to litigation; reviewed with SM and reassigned to in-office CO.

12-31-2018 - 1:17 PM CST Performer: Long, Clark Office:PROX
File Note: Claim Note
Participant: SAUNDRA RAYE HOFFMAN, JEFFREY COL / Line (Participant): 43 / 001(Named Insured(s))
DAVID HOFFMAN
Category: Claim Note Sub Category:

Date: 01-07-2019

Page 1

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 161

HOFFMAN SE 017

FIRE

Claim Number: 40-3T56-734

RBZ00015

TM Blaine, please review new lawsuit received 12/31/18 and contact CO Long to discuss.

01-10-2018 - 11:25 AM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Sending letter

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Claim Note

Sub Category:

CO sending letter. Closing claim as nothing pending

01-10-2018 - 11:15 AM CST

Performer: Frampton, Nicholas

Office:WSTWDATL

File Note: Reviewed letter denying additional damage due to I

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

Reviewed letter denying additional damage due to late reporting. Made edits, ok to send.

01-10-2018 - 9:30 AM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: AUTHORITY APPROVAL - OD#2684431

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Authority

Sub Category:

CO sending message to TM for approval of OD#2684431 time barred as NI has reached beyond RC and suit against us date.

01-10-2018 - 6:49 AM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: pending

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s)), 43 / 001(Named Insured(s))

Category: Pending

Sub Category:

PENDING: OD#2684431 statue of limitations and duties after loss letter

01-05-2018 - 7:25 AM CST

Performer: Adams, Charise

Office:WSTWDATL

File Note: OAR

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

Team Lead assisting with open claim review.

Claim pends revised OD letter. Handling to continue as outlined.

12-22-2017 - 8:15 AM CST

Performer: Frampton, Nicholas

Office:WSTWDATL

File Note: Reviewed letter, pending revisions by CO.

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

Reviewed letter, pending revisions by CO.

12-20-2017 - 10:59 AM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Authority Request - OD letter

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Authority

Sub Category:

CO sending authority request to TM for review of OD#2678786 statue of limitations and duties after loss letter

12-19-2017 - 4:00 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: PENDING

Participant:

COL / Line (Participant): 43 / 001(Named Insured(s))

Category: Pending

Sub Category:

PENDING: OD#2678786 statue of limitations and duties after loss letter; revise Suit Against Us to 3yrs

12-19-2017 - 2:41 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Call to Ni

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 44 / 001(Named Insured(s)), 43 / 001(Named Insured(s))

Category: Contact

Sub Category:

Date: 01-07-2019

Page 2

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 162

HOFFMAN SE 018

FIRE

Claim Number: 40-3T56-734

RBZ00015

CO called Sandra Hoffman @ 803-422-9988...mailbox is full

12-06-2017 - 9:30 AM CST

Performer: Frampton, Nicholas

Office:WSTWDATL

File Note: Tamyachta, I have reviewed the file, policyholder

Participant:COL / Line (Participant):

Category: ManagementSub Category:

Tamyachta, I have reviewed the file, policyholder is submitting this new information past the statue of limitations. We are unable to determine if damages were related to this loss or a new event. Please advise PH that this will not be covered due to late reporting and quote duties after loss in letter. Also, we should not now adjust the price that were provided to us by the insd initially. Please advise insd we will not adjust prices of Cov B items that wer settled month/years ago.

12-05-2017 - 11:51 AM CST

Performer: Frampton, Nicholas

Office:WSTWDATL

File Note: Reviewed reserves, bulk reserve set w/ claim group

Participant:COL / Line (Participant):

Category: ManagementSub Category:

Reviewed reserves, bulk reserve set w/ claim group, no need to adjust at this time.

11-20-2017 - 4:59 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: PENDING

Participant:COL / Line (Participant): 44 / 001(Named Insured(s)), 43 / 001(Named Insured(s))

Category: PendingSub Category:

PENDING: Complete review of contents items and f/u with NI on handling

- Discuss settlement of items based on market price at time of loss

11-20-2017 - 4:58 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: New mail

Participant:COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Claim NoteSub Category:

CO accepted new mail from NI with revised pricint for addl items

11-13-2017 - 12:14 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Prior file notes

Participant:COL / Line (Participant): 43 / 001(Named Insured(s))

Category: Claim NoteSub Category:

Disregard prior two file notes.

11-13-2017 - 11:21 AM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: adding to prior note

Participant:COL / Line (Participant): 43 / 001(Named Insured(s))

Category: Claim NoteSub Category:

Ctr stated only completed painting to interior

11-13-2017 - 11:20 AM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Call to ctr

Participant:COL / Line (Participant): 43 / 001(Named Insured(s))

Category: ContactSub Category:

Called High Performance Construction (770) 527-2186...

- Ctr advised didn't have measurements of rooms
- They completed entire 2nd level

10-25-2017 - 2:43 PM CDT

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: PENDING

Participant:COL / Line (Participant): 44 / 001(Named Insured(s))

Category: PendingSub Category:

PENDING:

- Images of rug labels to confirm are of same quality of updated quoted amount listed in her Enservio revision
- CO confirm clothing list received in Enservio from NI
- Complete review of revisions by NI in Enservio per prior file note and confirm Conditions

10-25-2017 - 2:41 PM CDT

Performer: Edwards, Tamyachta

Office:WSTWDATL

Date: 01-07-2019

Page 3

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 163

HOFFMAN SE 010

FIRE

Claim Number: 40-3T56-734

RBZ00015

File Note: New mail

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Personal Property

Sub Category:

CO accepted email from NI

- Detailed injury she encountered by the hands of her daughter which delayed her addressing claim
- Wanted CO to take a look at her updated notes and images in Enservio
 - #6 - Antique clown
 - NI updated RC to \$400 stated believes today can be found at this price
 - #8 - Antique clown
 - NI updated RC to \$400 stated believes today can be found at this price
 - #9 - Antique Butler
 - NI updated RC to \$300 stated believes today can be found at this price
 - #11 Glass Clowns
 - NI updated RC to \$395 + \$30 shipping stated believes today can be found at this price
 - NI submitted EBay picture
 - #40 Persian Rug 11x14
 - NI stated valued between \$10,000 and \$22,000
 - #41 Iran Persian Rub 12x16
 - NI giving updated pricing of \$7,980 or \$5399 or \$16,714.29
 - Stated she gave an average on rugs

CO called Sandra Hoffman @ 803-422-9988...

- Stated she submitted the bag of clothing list in that was found wet in attic which the forgot had been placed in attic when they were doing mitigation
- CO advised will go into Enservio again to confirm it was received because didn't initially see it
- CO advised need more information to support rugs are same quality of those she is quoting with revised pricing
- She will attempt to take pictures.

04-03-2017 - 11:37 AM CDT

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: voice mail

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Contact

Sub Category:

CO received voice mail from NI

- CO returned call @ 803-422-9988...
- She found wet bags of clothes her daughter put in attic
- She saw stains on ceiling but never thought to go in attic and look
- Daughter told her she placed bags of clothes up there
- NI has bad asthma and other disabilities which makes it hard to move around and breathe
- She is currently wearing a breathing mask
- She will forward addl contents and images via Enservio
- She will email anything that needs revision that may have been incorrect before

09-28-2016 - 5:54 PM CDT

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Call to NI

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 43 / 001(Named Insured(s)), 44 / 001(Named Insured(s))

Category: Contact, Payments, Personal Property

Sub Category:

CO called NI @ (803) 422-9988...

- Stated she wasn't sure of last conversation
- CO advised she was to research RC on collectibles to confirm they were inline
- NI stated she looked online and saw an outstanding payment never received and claim closed
- CO advised claim is closed since there is no addl handling pending for CO at this time
- NI requested payment be reissued
- CO confirmed mailing address is current
- NI advised was having problems with neighbor getting her mail at the time draft was issued
- NI advised will email copy of contents list for her review
- CO advised will also send link via Enservio for her to attempt to open and review items.
- CO reclosing claim as no addl handling needed at this time.
- If adjustments are to be made for contents RC per NI research on collectible items then she will send to SF and reopen claim.

09-28-2016 - 3:42 PM CDT

Performer: Cooper, David

Office:WSTEDALO

File Note: file note

Participant:

COL / Line (Participant):

Category: Claim Note

Sub Category:

Agent's office called asking for CO to contact insd.

Date: 01-07-2019

Page 4

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 164

HOFFMAN SF 020

FIRE

Claim Number: 40-3T56-734

RBZ00015

03-09-2016 - 12:56 PM CST	Performer: Edwards, Tamyachta	Office:WSTWDATL
File Note: Closing claim		
Participant:	COL / Line (Participant): 44 / 001(Named Insured(s))	
Category: Claim Note	Sub Category:	
CO accepted Enservio worksheet drop file. No handling needed at this time. Closing claim		
03-04-2016 - 7:24 PM CST	Performer: Edwards, Tamyachta	Office:WSTWDATL
File Note: Settlement		
Participant:	COL / Line (Participant): 44 / 001(Named Insured(s)), 43 / 001(Named Insured(s))	
Category: Contact	Sub Category:	
CO created comparative for garage		
\$1002.00 vs. SFE \$1167.36 - CO per bid to Percision bid		
CO called NI @ (803) 422-9988...		
- Spoke to NI advising sending ACV settlement for contents items - Advised if research collectibles and determined if more than RC given then submit researched docs for review		
02-09-2016 - 10:26 AM CST	Performer: Truitt, Janita	Office:WSTWDATL
File Note: WCCS OAR_ Reviewed file, CO please conclude reconi		
Participant:	COL / Line (Participant): 43 / 001(Named Insured(s))	
Category: Management	Sub Category:	
WCCS OAR_ Reviewed file, CO please conclude reconciliation of garage door estimate and make any necessary payments for revisions to Enservio to the insured.		
02-08-2016 - 7:55 PM CST	Performer: Edwards, Tamyachta	Office:WSTWDATL
File Note: PENDING		
Participant:	COL / Line (Participant): 43 / 001(Named Insured(s)), 44 / 001(Named Insured(s))	
Category: Pending	Sub Category:	
PENDING:		
Additional discussion with NI regarding garage door quote		
Revised Enservio list from NI (with updated RC on collectibles)		
CO to review to see if able to make partial settlement on non-collectibles		
02-08-2016 - 4:44 PM CST	Performer: Edwards, Tamyachta	Office:WSTWDATL
File Note: Comparative		
Participant:	COL / Line (Participant): 43 / 001(Named Insured(s))	
Category: Claim Note	Sub Category:	
CO comparative is significantly lower than bid \$1000.		
01-28-2016 - 7:12 PM CST	Performer: Edwards, Tamyachta	Office:WSTWDATL
File Note: PENDING		
Participant:	COL / Line (Participant): 44 / 001(Named Insured(s)), 43 / 001(Named Insured(s))	
Category: Pending	Sub Category:	
PENDING:		
Revised Enservio list from NI (with updated RC on collectibles)		
CO to review to see if able to make partial settlement on non-collectibles		
CO see if can create comparative for garage door		
01-28-2016 - 7:10 PM CST	Performer: Edwards, Tamyachta	Office:WSTWDATL
File Note: Contents handling		
Participant: SAUNDRA RAYE HOFFMAN	COL / Line (Participant): 44 / 001(Named Insured(s))	
Category: Contact	Sub Category:	

Date: 01-07-2019

Page 5

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 165

HOFFMAN SE 021

FIRE

Claim Number: 40-3T56-734

RBZ00015

CO reviewed prior file notes

- Water lines in the attic adjacent to the Finished Room Over the Garage, (FROG) burst. A plumber removed a section of wall to access and repair the water lines. The water damaged the FROG and the ceiling and a wall in the garage.
- 02/23/2014 - 11:55 AM EST
Hoffman said she sometimes place items on sale via EBay. I explained the \$1,000 special limits for items held for sale. I asked her to provide specific details regarding the items when she submits her inventory.

CO reviewed all items submitted by NI in Enservio

- NI submitted images of each item to support ownership and damages
- NI submitted original purchase receipts in Enservio for furniture
- NI also submitted garage door opener diagnostic and repair bid
- NI submitted note in Enservio requesting payments be issued to her as she is separated from Mr. NI
- CO reviewed policy in Loss Reporting to confirm Mrs. NI is only person on policy
- CO added alert to claim.
- CO called NI @ (803) 422-9988...
 - CO inquired if NI sold any items included in the list on EBay
 - NI stated no as she only sales clothing on EBay
 - NI questions how SF handles antiques as many of her clowns are limited addition or cannot be found.
 - She has been collecting clowns for 25years and has many
 - NI states she travels to purchase clowns in Georgia and Florida
 - She stated what she paid for some years ago may be valued as more
 - She put what she paid for items in the inventory
 - CO advised antiques are considered 100 yrs or more
 - CO explained if there are some collectible she has listed and believes they are valued more than she can research and resubmit RC and where she obtained pricing
 - CO emailed NI a property report from Enservio for her to review
 - NI stated she has many more items but ran out of time
 - CO explained the 2 yr RC provision is deadline for claiming RCBs
 - #43 table
 - NI stated the wood has buckled in due to water
 - Tried to clean the mold but won't come off and finish is coming off.
 - The buckling wood causes it to be non-repairable and unable to refinish. NI plans on throwing out.
 - CO discussed the garage door opener bid \$1002
 - diagnostic states the water dmg killed motor to all moving parts and since was so cold, rusted the moving parts
 - CO advised will review and see if comparative can be created

01-20-2016 - 7:03 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: PENDING

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Pending

Sub Category:

PENDING: Complete Enservio adjusting

01-20-2016 - 7:03 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Working Enservio

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Pending

Sub Category:

CO going through items and images:

Notes:

- Follow up on linen items that could have been cleaned. Most are new with tags. Did NI sell these type of items?
- #30 Carousel Clown Lamp - f/u with NI on RC.

01-18-2016 - 7:31 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: PENDING

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Pending

Sub Category:

PENDING: Completion of Enservio adjustments, and images from NI

01-18-2016 - 7:30 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Call to NI

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Personal Property, Contact

Sub Category:

Date: 01-07-2019

Page 6

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 166

HOFFMAN SE 022

FIRE

Claim Number: 40-3T56-734

RBZ000I5

CO called Mrs. NI @ 803-422-9988...

- Confirmed collaboration for Enservio received
- CO was previously looking in XC
- NI stated she is aware time was running out but she had been sick most of summer
- She uploaded several pictures as well
- CO advised will review items in Enservio and images
- CO advised will f/u once go through all items
- She understood

01-11-2016 - 7:54 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: PENDING

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Pending

Sub Category:

PENDING: Review XC for garage collaboration

01-11-2016 - 7:52 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Email

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Estimate

Sub Category:

CO received email that an XC room has been updated

11-09-2015 - 2:44 PM CST

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Call to NI

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Contact

Sub Category:

CO called Mrs. NI @ 803-422-9988...

- She inquired on possibly uploading her contents into claim
- Mrs. NI stated she isn't as computer savy but may want to try sending online
- CO advised will email Enservio collaboration
- CO advised will send seperate email with SF mailing address in case she prefers to mail docs.
- CO advised of RC policy benefits provisions is 1/8/2016
- Claim remains closed

11-09-2015 - 2:07 PM CST

Performer: Canada, Naaman Las

Office:WSTEDALO

File Note: CS working phones

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 44 / 001(Named Insured(s)), 43 / 001(Named Insured(s))

Category: Contact, Investigation

Sub Category:

CS working phones rec'd I/C from NI Saundra Hoffman. Reviewed file history and prior file notes; notice where claim was in closed status. NI stated she was having trouble with the PP forms. Explained to NI I would send message to CO Edwards to assist with PP, she u/s.

CO please send Enservio collaboration to NI to upload Cov B PP. NI stated she can be reached at 803-422-9988.

04-07-2015 - 1:49 PM EDT

Performer: Harper, Tren

Office:CSAATL

File Note: print error

Participant:

COL / Line (Participant):

Category: Claim Note

Sub Category:

Error: Received blank copies of Personal prop inv forms only w/ no address to mail

Correction: Please create letter and bundle with REPRINTED Personal prop inv forms if they need to be mailed

Holding: NOTHING being held by ACS; original document destroyed

04-03-2015 - 5:30 PM CDT

Performer: Edwards, Tamyachta

Office:WSTWDATL

File Note: Voice mail from NI

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Contact

Sub Category:

Date: 01-07-2019

Page 7

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 167

HOFFMAN SE 023

FIRE

Claim Number: 40-3T56-734

RBZ00015

CO received voice mail from Mrs. Hoffman requesting c/b. CO called NI 803-422-9988

- She has had health issues and was taking care of ill uncle who recently passed.
- She is now able to start contents
- CO explained to provide RC for items damaged
- She stated that she's not computer savy and prefer PPIF be mailed to her vs. sending link for Xactcontents or worksheet to complete online
- CO advised will mail
- She has pictures of items that she will submit as well.
- Garage door opener is not working, as per file notes requested, CO advised to have diagnostic evaluation on garage with COL and reparability.

04-26-2014 - 6:20 PM EDT

Performer: Reinauer, Arthur

Office:CATSSA

File Note: Rev'd. File Status

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Investigation

Sub Category:

CO rev'd. File for requested Documents; Not rec'd.

CO sent Inactive Letter to NI & copied Agent.

CO closing Claim. Receipt of additional Documentation will re-open Claim.

Pends: Closure.

04-19-2014 - 9:10 AM EDT

Performer: Reinauer, Arthur

Office:CATSSA

File Note: Rev'd. for requested Doc's.

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Investigation

Sub Category:

CO rev'd. File for requested diagnostice Evaluation and Contents List; Not yet rec'd. As 2nd RFI was printed on 04/12/14, Saturday, and not mailed until Monday, 04/14/14, CO is resetting Review Calendar. If requested documents are not rec'd. by the next File Review, the Inactive Letter will be sent and the File Closed.

Pends: Receipt of requested documents for the damaged Personal Property.

04-12-2014 - 12:13 PM EDT

Performer: Reinauer, Arthur

Office:CATSSA

File Note: Rev'd. File for requested Doc's.

Participant:

COL / Line (Participant): 43 / 001(Named Insured(s)), 44 / 001(Named Insured(s))

Category: Investigation

Sub Category:

CO rev'd. File for requested Diagnostic Evaluation for the Garage Overhead Door Opener and the Contents List: Not yet rec'd.

CO sent 2nd RFI and reset Review Calendar.

Pends: Receipt of requested Documents.

04-07-2014 - 12:33 PM EDT

Performer: James, Michael

Office:CATSSA

File Note: CCSJ MOAR: f/u to obtain diagnostic evaluation & c

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

CCSJ MOAR: f/u to obtain diagnostic evaluation & contents list.

03-29-2014 - 9:22 AM EDT

Performer: Reinauer, Arthur

Office:CATSSA

File Note: Rev'd. File for requested Doc's.

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Investigation

Sub Category:

CO rev'd. file for requested O/H Door Opener Diagnostic Evaluation and Contents' List: Not rec'd.

CO sending RFI and resetting Review Calendar.

Pends: Receipt of Diagnostic Evaluation & Contents List.

03-14-2014 - 6:41 PM EDT

Performer: Reinauer, Arthur

Office:CATSSA

File Note: Contacted Re: Contents List

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant): 44 / 001(Named Insured(s)), 43 / 001(Named Insured(s))

Date: 01-07-2019

Page 8

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 168

HOFFMAN SE 024

FIRE

Claim Number: 40-3T56-734

RBZ00015

Category: Contact		Sub Category:	
CO contacted NI, Sandra Hoffman, @ (803) 422-9988 and inquired of the Contents' List status. NI advised to have been sick and that, as a result of the continued cold weather, NI hasn't completed the List.			
NI added that the O/H Door Opener, which was directly beneath the Water from the Ceiling, is not working. CO advised NI to have an O/H Door Contr. provide a Diagnostic evaluation of the Opener to determine if it can be fixed or if it should be replaced. CO asked that the evaluation be submitted to CO.			
CO also advised to await the Contents List for an additional two weeks and, if not rec'd. in two weeks, the Claim will be closed and will re-open only upon receipt of the requested Documents. NI u/s.			
CO resetting Review Calendar for two (2) weeks.			
Pends: Receipt of contents' List for CP.			
Receipt of Diagnostic Evaluation of O/H Door Opener,.			
03-09-2014 - 11:00 PM EDT	Performer: James, Michael	Office: CATSSA	
File Note: CCSJ MOAR: F/U with PH to conclude.			
Participant:	COL / Line (Participant):		
Category: Management	Sub Category:		
CCSJ MOAR: F/U with PH to conclude.			
02-28-2014 - 9:41 AM EST	Performer: Reinauer, Arthur	Office: CATSSA	
File Note: Rev'd. file Status			
Participant:	COL / Line (Participant): 44 / 001(Named Insured(s))		
Category: Investigation	Sub Category:		
CO rev'd. File Status: CP continues to monitor and await NI's requested documentation.			
CO resetting Review Calendar.			
Pends: CP handling.			
02-24-2014 - 4:06 PM EST	Performer: Evans, Crystal	Office: CATFCP	
File Note: CP Activity			
Participant:	COL / Line (Participant):		
Category: Contact	Sub Category:		
CP Evans. XactContents PPI has not yet been received. Pending follow up with NI and pending identification of resale items.			
02-23-2014 - 12:23 PM EST	Performer: Reinauer, Arthur	Office: CATSSA	
File Note: Rec'd. 44/001 Assignment			
Participant:	COL / Line (Participant): 44 / 001(Named Insured(s))		
Category: Investigation	Sub Category:		
CO rec'd. Re-assignment from FCH and rev'd. File: Contents collaboration has been set in motion through Xactcontents and CP is involved.			
CO sending message to CP RE: Property for Resale Limit - \$1,000.00 as stated by NI to FCH upon inspection and that NI is to list Items which were held for Resale.			
Pends: CP handling 44/001 to conclusion.			
02-23-2014 - 12:04 PM EST	Performer: Foster, Malcolm	Office: CSCCOMP	
File Note: Completed - CSA: Please record draft 5 27 61			
Participant: SAUNDRA RAYE HOFFMAN, JEFFREY DAVID HOFFMAN	COL / Line (Participant):		
Category: Claim Note	Sub Category:		
CSA: Please record draft 5 27 613 494 Q issued 2/22/14:			
43/001 - \$2,608.45 - D 1 - FR			
43/001 - \$11.35 - D 2 - BC			
Close COL 43/001			
Move claim to CO			
02-23-2014 - 11:55 AM EST	Performer: Malcolm Foster	Office: System	
File Note: Claim Offline Upload			
Participant:	COL / Line (Participant):		
Category: Investigation	Sub Category:		

Date: 01-07-2019

Page 9

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 169

HOFFMAN SE 025

FIRE

Claim Number: 40-3T56-734

RBZ00015

- I met with Sandra Hoffman and inspected the risk. Water lines in the attic adjacent to the Finished Room Over the Garage, (FROG) burst. A plumber removed a section of wall to access and repair the water lines. The water damaged the FROG and the ceiling and a wall in the garage.
- Repairs to both areas will be affected by the amount of contents stored in each. Mrs. Hoffman said she sometimes place items on sale via EBay. I explained the \$1,000 special limits for items held for sale. I asked her to provide specific details regarding the items when she submits her inventory.
- Considerable amount of time will be required to manipulate the contents during the repair process.
- Mrs. Hoffman has been ill and will need additional time to sort through the items to determine the extent of damage. I explained that she will need to get cleaning estimates for area rugs, a sofa and loveseat stored in the garage, and repair estimate for a wood table in the garage that water dripped on.
- I explained the estimate, ACV settlement, RCB recovery process and contractor's estimate reconciliation procedures.
- The settlement details are as follows:
- Cov A: \$4,395.76
- Cov B: Pending inventory
- Cov C: None
- Depre: \$775.96
- Ded: \$1000
- Payable: \$2,619.80
- Salvage: None known at this time
- Sub: None

02-18-2014 - 9:37 AM EST

Performer: Evans, Crystal

Office:CATFCP

File Note: CP Activity

Participant:

COL / Line (Participant):

Category: Claim Note

Sub Category:

CP Evans reviewed file not from CO and reviewed documents. Documents has copy of XactContents that was sent to PH Sandra Hoffman per previous conversation 2/17/2014 - 11:15 AM.

CP accessed XactContents Collaboration section and verified that XC Collab link was sent to PH at "CINDI.HOFFMAN@GMAIL.COM" and a copy was drop-filed in to the claim.

02-17-2014 - 6:30 PM EST

Performer: Reinauer, Arthur

Office:CATSSA

File Note: Rec'd. Email from Contents Collaboration

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s)), 43 / 001(Named Insured(s))

Category: Investigation

Sub Category:

CO rec'd. Email in File doc's. from SF Contents collaboration w/o attachment or direction.

CO sending message to CP inquiring of reason this Document sent to the File.

CO rev'd. FCH handling: FCH reset inspection appt. for 02/22/14.

CO reset F/U Task.

Pends: FCH handling 37/001 to conclusion and assisting CP w/ PP documentation.

CP handling 38/001 to conclusion.

02-17-2014 - 5:03 PM EST

Performer: Malcolm Foster

Office:System

File Note: Claim Offline Upload

Participant:

COL / Line (Participant):

Category: Claim Note

Sub Category:

I received a call from Sandra Hoffman who advised she is not feeling well and needed to reschedule our 2/18 appointment. We changed the appointment to 2/22 @ 9:30.

02-17-2014 - 11:15 AM EST

Performer: Evans, Crystal

Office:CATFCP

File Note: CP Activity

Participant: SAUNDRA RAYE HOFFMAN

COL / Line (Participant):

Category: Claim Note

Sub Category:

Date: 01-07-2019

Page 10

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 170

HOFFMAN SE 026

FIRE

Claim Number: 40-3T56-734

RBZ00015

CP Evans. Contacted PH Sandra Hoffman. Discussed XactContents Collaboration and advised PH to get Diagnostic Report for damaged electronics to determine COL and repair or replacement cost and to submit Diagnostic Report and Invoice to CO. Advised PH to take submit photos of damages. PH unds. Confirmed that FCH Foster has inspection appt set for 2/18 and can assist with any additional questions.

CP sent XactContents Collaboration to PH at "CINDI.HOFFMAN@GMAIL.COM"

Pending:

- Field Inspection scheduled 2/18
- Receipt of completed XactContents Collaboration and Diagnostic report for any electronics

02-15-2014 - 8:12 PM EST

Performer: Reinauer, Arthur

Office:CATSSA

File Note: Note to CP Re: PP handling

Participant:

COL / Line (Participant): 44 / 001(Named Insured(s))

Category: Claim Note

Sub Category:

Set up contents collaboration:

- a. COL - 38/001
- b. Apply depreciation
- c. Confirm diagnostics for Electronics
- d. Handle to conclusion

02-15-2014 - 8:06 PM EST

Performer: Reinauer, Arthur

Office:CATSSA

File Note: CO rev'd. File

Participant:

COL / Line (Participant): 43 / 001(Named Insured(s)), 44 / 001(Named Insured(s))

Category: Investigation

Sub Category:

CO rev'd. File: FCH contacted NI & set inspection appt. for 02/18/14.

CO assigned CP to set up Contents Collaboration.

CO set F/U Task.

Pends: FCH handling 37/001 to conclusion and Photographing Contents during inspection.

CP handling of 38/001

02-13-2014 - 8:30 AM EST

Performer: Malcolm Foster

Office:System

File Note: Claim Offline Upload

Participant:

COL / Line (Participant):

Category: Contact

Sub Category:

I spoke with Sandra Hoffman and confirmed review of the information provided in our QFC. I explained the inspection process and we scheduled the appointment for 2/18 @ 2:00.

02-07-2014 - 4:27 PM EST

Performer: Boyd, Janet

Office:CATSSA

File Note: reassignment

Participant:

COL / Line (Participant):

Category: Claim Note

Sub Category:

Assisting CO with reassignment - claim is in field pending inspection.

02-05-2014 - 11:31 AM CST

Performer: Vancour, Sean

Office:CATHRU

File Note: file note for accessing claim

Participant:

COL / Line (Participant):

Category: Claim Note

Sub Category:

file note for accessing claim

02-05-2014 - 8:00 AM CST

Performer: Wilson, Brandon

Office:CATINOFF

File Note: Pending

Participant:

COL / Line (Participant):

Category: Pending

Sub Category:

Pending inspection by the field.

Pending submission of PPIF.

Pending submission of plumbers invoice/statement of loss.

02-05-2014 - 7:59 AM CST

Performer: Wilson, Brandon

Office:CATINOFF

Date: 01-07-2019

Page 11

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 171

HOFFMAN SE 027

FIRE

Claim Number: 40-3T56-734

RBZ000I5

File Note: Contact		
Participant:	COL / Line (Participant):	
Category: Contact	Sub Category:	
Reviewed claim per CAT reassignment task. QFC has been conducted and deductible and policy provisions reviewed. Reassigning claim for inspection by the field.		
02-04-2014 - 5:07 PM CST	Performer: Berry, Jeanine	Office: SZGENST
File Note: recd file note from FCR, moved claim to CAT to han		
Participant:	COL / Line (Participant):	
Category: Claim Note	Sub Category:	
recd file note from FCR, moved claim to CAT to handle		
02-04-2014 - 3:01 PM CST	Performer: Long, Clark	Office: SZCOMP
File Note: Claim Note		
Participant: SAUNDRA RAYE HOFFMAN, JEFFREY DAVID HOFFMAN	COL / Line (Participant): 43 / 001(Named Insured(s)), 44 / 001(Named Insured(s))	
Category: Claim Note	Sub Category:	
Jeanine, this claim would qualify for CAT NF and is in a zip code being worked by CAT adjusters. Please update the CAT code and send to CAT for handing and inspection.		
02-04-2014 - 2:26 PM CST	Performer: Berry, Jeanine	Office: SZGENST
File Note: SSA pends		
Participant:	COL / Line (Participant):	
Category: Pending	Sub Category:	
MTA PPIF plumber eval/bill		
02-04-2014 - 2:25 PM CST	Performer: Berry, Jeanine	Office: SZGENST
File Note: new claim, HO policy, \$1000 ded most recent claim		
Participant:	COL / Line (Participant):	
Category: Claim Note	Sub Category:	
new claim, HO policy, \$1000 ded most recent claim 6.2.04 COL 37 called 863-582-2293, recd vm, Imovm called 803-422-9988, spoke to Mrs NI who stated pipe burst in the frog wall of the garage. plumber fixed and stated COL is freeze. req copy of plumber eval/bill. no wex done but NI has attempted to clean up water herself. drywall and insulation affected in garage. PP leather sofa/ loveseat, crib, dishes, table, and collectibles. emailed PPIF. explained claims process and ded. sending MTA.		
02-04-2014 - 2:21 PM CST	Performer: Berry, Jeanine	Office: SZGENST
File Note: Mobile Assignment		
Participant:	COL / Line (Participant):	
Category: Assignment Claim Handling	Sub Category:	

Date: 01-07-2019

Page 12

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

ROA 172

HOFFMAN SE 028



January 10, 2018

SAUNDRA RAYE HOFFMAN
503 TIMBERTRAIL CT
COLUMBIA SC 29212-0802

State Farm Insurance Companies
Fire Claims
PO Box 106169
Atlanta, GA 30348-6169
Fax 844 236 3646

RE: Claim Number: 40-3T56-734
Policy Number: 40C957887
Notice of Claim: February 4, 2014

Dear Sandra Raye Hoffman:

This follows our conversation in which we advised that State Farm had completed its investigation of your personal property claim.

You are making claim for a loss that occurred on or about January 8, 2014. Notice of damage associated with this loss was not given to us or our agent until March 3, 2017, when additional items were requested to be added to your inventory along with revisions to the replacement cost.

Your policy requires that you give us immediate notice of any loss, the new items associated with the loss were not reported in a timely manner and, as such, there has been a breach of the following policy conditions that bar you from any recovery.

Please see your policy FP-7955:

SECTION I - CONDITIONS

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

SAUNDRA RAYE HOFFMAN
40-3T56-734
Page 3

Counterfeit Money coverage, stating the amount
and cause of 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 three years after the date of loss or damage

If you have questions regarding any part of your claim and would prefer to discuss it with a person other than me, please feel free to contact me at 844 458 4300, State Farm Insurance.

This Company does not intend, by this letter, to waive any policy defenses in addition to those stated above, and reserves its right to assert such additional policy defenses at any time.

We regret that we are unable to provide additional coverage for this loss. Because we value you as a policyholder and appreciate your business, we want to ensure you understand the coverage decision.

Sincerely,

Tamyachta Edwards
Claim Specialist
844 458 4300 ext 4042577727
Fax 844 236 3646
E-mail statefarmfireclaims@statefarm.com

State Farm Fire and Casualty Company

01/305/2684431

RECEIVED

Feb 09 2022

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 that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

January 28, 2022

s/Pamela R. Mullis
Pamela R. Mullis
MULLIS LAW FIRM
1229 Elmwood Avenue
Columbia, SC 29202
(803) 799-9577

COUNSEL FOR APPELLANT