

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas

Paul M. Burch, Circuit Court Judge

Appellate Case No. 2018-001108
Civil Action No. 2015-CP-16-0815

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SC Court of Appeals

Allstate Fire and Casualty Insurance
Company,..... Respondent,
v.

Pamela Goodwin,.....Appellant,

RECORD ON APPEAL
Volume I of II

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Volume I of II

ALLSTATE FIRE AND CASUALTY COMPANY V. PAMELA GOODWIN

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STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Allstate Fire and Casualty Insurance Company,
Plaintiff,

vs.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

C/A#: 2015-CP-16-815

PROPOSED ORDER

This matter came before the Court on the parties' cross motions for summary judgment. A hearing was held before me on February 23, 2018, in the Darlington County Court of Common Pleas. Appearing for Plaintiff was A. Johnston Cox of the law firm Gallivan, White & Boyd P.A. and Benjamin Lee of the Anastopoulo Law Firm. Based upon the arguments of counsel, memoranda of law, exhibits, applicable law, and the record in this case, Plaintiffs' Motion is granted and Defendant's Motion is denied. Therefore, judgment should be entered as a matter of law in favor of Plaintiffs on their Complaint against Defendant.

FINDINGS OF FACT

Based on the competent evidence submitted in this case, the Court makes the following findings of fact:

Plaintiff Allstate Fire and Casualty Insurance Company ("Allstate") received a letter dated August 26, 2014 from the Anastopoulo Law Firm, LLP ("Law Firm") stating that the Law Firm would be representing Defendant Pamela Goodwin ("Goodwin") "for the injuries she suffered during a motor vehicle accident." Defendant explained that she hired the Law Firm to "look out for [her] and make sure [she] – that [she] was physically taken care of" because she did not have health insurance. Per the Attorney Retainer and Contingent Fee Agreement between

Defendant and the Law Firm, the Law Firm did not have an obligation to negotiate or settle any property damage issues Defendant may have had.

On August 27, 2014, Allstate called Defendant's attorney, the Law Firm, and spoke with the paralegal regarding the claim and Allstate was told that Defendant "suffered from a crushed right leg that required plates and screws" had a "broken right hand with bilateral black eyes" and would "be in a wheelchair for the next 6 months." On October 14, 2014, Allstate called Defendant's counsel's office to follow up on the claim and was told by the paralegal that Defendant "just recently came out of surgery" and updated Allstate regarding Defendant's claimed medicals. Allstate followed up with Defendant's counsel again on October 20, 2014 and November 18, 2014. On December 2, 2014, Allstate sent Defendant's counsel a letter asking for counsel's assistance with expediting the handling of his client's injury claim and stating that Allstate was prepared to tender the policy limits of \$50,000 if Defendant's medical bills were provided.

Allstate received a copy of a letter dated December 12, 2014 from the Law Firm on December 17, 2017. Per the demand letter, the Law Firm described Defendant's damages and injuries as follows:

Pamela Goodwin's Injuries

Ms. Goodwin was a full-time bartender at Larry Moore's Bar & Grill. She had just become a grandmother at the time she was injured. She was on her way to work when Ms. Ham pulled out and knocked Ms. Goodwin off the motorcycle on August 20th, 2014.

Unfortunately, and due to the driving of Ms. Ham, Ms. Goodwin sustained catastrophic bodily injuries due [to] the total body blunt force trauma from the vehicle driven by Ms. Ham inflicted upon her, and the subsequent impact with the ground and pavement (See Exhibit B, Medical Records). The impact resulted in Ms. Goodwin sustaining a crushed femur, broken in six places, and a broken foot. She no longer can work as a result of these injuries. Ms. Goodwin went through several operations. She almost lost both a leg and a foot. She will not be able to put weight

on her feet for six months. As a result, Ms. Went [sic] from making \$250 per week from her side jobs, and \$800 per week from her job at Larry Moore's Bar & Grill, to making absolutely nothing. Ms. Goodwin cannot play with her grandchild, she cannot walk, she cannot ride horses or motorcycles, she cannot live the life she was living before the incident, unfortunately, and due to Ms. Ham's driving Ms. Goodwin went from a life of independence to requiring in-home care.

Per the terms of the letter, the demanded limits of the policy were to be received by the Law Firm no later than "5:00 pm EDT on 12/27/2014." Defendant knew that Plaintiff Helen Elizabeth Metropol Ham's ("Ham") policy had \$50,000.00 limits for bodily injury and she was told by her counsel that the \$50,000.00 was "all [Ham's] policy covers" and while there was a chance that the \$50,000 was the only applicable policy that Ham had, Defendant was willing to accept that amount. Defendant acknowledged that she "was demanding the \$50,000 and at a certain time limit." The letter stated that "settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company" and be made payable to Defendant and the Law Firm. Defendant requested a certified bank check "because it just – that just helps it along a lot faster."

In addition, the letter also demanded Ham "provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss." Also, the demand requested that a proposed release be provided. The letter specifically directed Allstate "[i]nstead of trying to act in bad faith and trying to trick us, please just send a reasonable Release that does not include indemnification or the release of property damage claims." Further, the letter stated "[p]art of the performance required to accept this offer is for you to deliver a proposed Release with the settlement check" and "the proposed Release that is delivered with the settlement check must comply with the terms of this offer."

Wayne D. Gaymon ("Gaymon"), the Casualty Claims Service Leader for the South Carolina MCO with Allstate, contacted John Wilkerson ("Wilkerson"), an attorney with

the Turner Padgett Law Firm, to review the affidavit provided with the demand and prepare the requested proposed Release. After Allstate's counsel, Wilkerson, reviewed the affidavit, Gaymon provided a copy of the affidavit to Ham to be executed and Ham executed and returned the affidavit.

On December 23, 2014, a cover letter, a manual settlement check in the amount of \$50,000.00, the requested Release, and Ham's affidavit was sent by Fed Ex, priority overnight for morning delivery to the Law Firm to satisfy the requirements of the December 17, 2014 letter. As stated in the cover letter from Allstate, the Release was for bodily injury only (as required by the demand letter) and preserved Defendant's right to pursue a property damage claim should one be presented. The demand did not present a property damage claim.¹

Despite Allstate's acceptance of the time-sensitive settlement demand by performance, Defendant rejected Allstate's acceptance. Defendant explained that they issued a demand and that if Allstate "met those demands and sent the check" then she "was going to settle with that." She explained they "had a problem with the check and not meeting demands." She further explained she "just knocked it off the table because [she] just said – you know, then [she] had all this going on

¹ The Court notes that while Defendant testified that her clothes were cut off following the accident, a claim for the alleged property damage was not included in the December 12, 2014 letter. The Court further notes that the December 14, 2014 letter specifically stated that the proposed release could not include a release of any claims for property damage and that Defendant conceded that if Allstate paid for a property damage claim she would expect to have to sign a release for that claim.

Further, the Court finds that Defendant did not make a claim for property damage because at the time of the accident, Goodwin was riding a motorcycle owned by an individual named Rickie Snipes ("Snipes"). A property damage claim was made regarding the damage to the motorcycle and Allstate and Snipes negotiated the amount of the settlement in connection the property damage claim on or about September 3, 2014. In fact, Defendant admitted she did not own the motorcycle she was operating at the time of the accident. She also admitted she did not have to pay the owner of the motorcycle any money for the damage to the motorcycle. Further, Defendant conceded that she never made a claim for property damage regarding the motorcycle.

and more surgeries and stuff" and "said no." Defendant testified that she objected to Allstate's acceptance of the demand by performance of its terms because "mainly, because it's a check – a cashier's check" and "[t]he check didn't meet the requirements."

SUMMARY JUDGMENT STANDARD

"Summary judgment is appropriate where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Rife v. Hitachi Const. Machinery Co., Ltd.*, 363 S.C. 209, 213, 609 S.E.2d 565, 568 (Ct. App. 2005) (citing *Belton v. Cincinnati Ins. Co.*, 360 S.C. 575, 602 S.E.2d 389 (2004) and Rule 56, SCRCP). The purpose of summary judgment is to expedite disposition of cases that do not require the services of a fact finder. *Rife*, 363 S.C. at 215, 609 S.E.2d at 568 (citing *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 443 (2003)). "Further, summary judgment depends upon the existence of plain, undisputed facts on which reasonable minds cannot differ." *Allen v. Long Mfg. NC, Inc.*, 332 S.C. 422, 426, 505 S.E.2d 354, 356 (Ct. App. 1998) (citing *Priest v. Brown*, 302 S.C. 405, 396 S.E.2d 638 (Ct. App. 1990)).

"Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings." *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438 (2003). To defeat a properly supported motion for summary judgment, the party opposing the motion "must come forward with specific facts showing there is a genuine issue for trial." *Regions Bank*, 354 S.C. at 660, 528 S.E.2d at 438. See, e.g., *Humana Hospital-Bayside v. Lightle*, 305 S.C. 214, 216-217, 407 S.E.2d 637, 638 (1991) (determining grant of summary

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judgment was proper where "there was no evidence from which a jury could find in [the opposing party's] favor").

In viewing the record evidence in this case in the light most favorable to Defendant, the Court finds that Defendant has failed to show that genuine issues of material fact exist regarding whether Allstate complied with the material terms of the demand. Based on its review of the evidence in this case and in accordance with South Carolina law, the Court finds that Allstate complied with all material terms of the demand, and the Court further finds that Allstate's performance of the material terms of the demand constitute acceptance and the settlement was consummated under South Carolina law. Therefore, the Court enters judgment in favor of Plaintiffs as a matter of law.

CONCLUSIONS OF LAW

The Court finds as a matter of law that Allstate's acceptance and performance of the material terms of the demand constitute a valid acceptance. The Court notes that Defendant's only argument in support of her Motion seeking entry of summary judgment in her favor is that Allstate "only tendered Ham's bodily injury limits and a hand-written, 'manual' check." Further, the Court notes that during her deposition, Defendant testified her only issue with Allstate's acceptance of the demand was the form of the check. Despite the fact Allstate sent a cover letter, the settlement check in the amount of \$50,000.00, the requested Release (which did not include a release of Defendant's potential property damage claim) by the deadline of December 27, 2014, Defendant contends under "basic, long-standing common law contract principles, Plaintiff's 'acceptance' was effectively a counteroffer." The Court finds that Defendant's contention is not supported by South Carolina law, and rather, the principles of South Carolina contract law mandate entry of summary judgment in favor of Plaintiffs.

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Under South Carolina law, “[i]n construing a contract, the primary objective is to ascertain and give effect to the intention of the parties.” *Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC*, 374 S.C. 483, 497, 649 S.E.2d 494, 501 (Ct. App. 2007). Further, under South Carolina law, for there to be a valid contract, there must be an offer, an acceptance, and valuable consideration. *See Nutt Corp. v. Howell Rd., LLC*, 396 S.C. 323, 328, 721 S.E.2d 447, 450 (Ct. App. 2011) (determining a valid contract existed because there was evidence of a meeting of the minds as to the terms and conditions of the agreement) (citing *Clardy v. Bodolosky*, 383 S.C. 418, 425, 679 S.E.2d 527, 530 (Ct. App. 2009) (“The necessary elements for a contract are an offer, acceptance, and valuable consideration.”)). In addition, under South Carolina law, a valid and enforceable contract is created when there is “a meeting of the minds between the parties with regard to all *essential* and *material* terms of the agreement.” *Nutt Corp.*, 396 S.C. at 328, 721 S.E.2d at 450 (citing *Player v. Chandler*, 299 S.C. 101, 106, 382 S.E.2d 891, 893 (1989)) (emphasis added). *See also Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 568, 578, 762 S.E.2d 696, 701 (2014) (explaining that “[a] valid and enforceable contract requires a meeting of the minds between the parties with regard to *all* essential and material terms of the agreement.”) (emphasis in original).

Defendant testified that her intention in sending the December 12, 2014 letter to Allstate for the limits of the policy was to actually receive the full, \$50,000.00 bodily injury limits to resolve her claim under the policy. *See Ecclesiastes Prod. Ministries*, 374 S.C. at 498, 649 S.E.2d at 502 (“In ascertaining intent, the court will strive to discover the situation of the parties, along with their purposes at the time the contract was entered.”). The Court finds there is no question that Allstate’s acceptance of the settlement demand is valid and enforceable. Based on the record evidence, there was an offer from Defendant that was accepted by Allstate, which provided valuable consideration to Defendant. The Court further finds that there is no question that Allstate met the essential and

material terms of Defendant's demand – the payment of the entire \$50,000.00 policy limits for Defendant's bodily injuries. Therefore, the Court finds that Plaintiffs are entitled to entry of summary judgment in their favor as a matter of law.

The Court further notes that Defendant's contention seems to suggest that because Allstate's acceptance of the settlement demand was not a "mirror image" in that the type of check issued was not a cashier's check or certified check. South Carolina law does not support Defendant's contention. Rather, contrary to Defendant's assertion, the type of check is not a material term of the settlement demand under South Carolina law, and further, this term was impossible for Allstate to meet.

The demand requires Allstate to issue a cashier's or certified check. Defendant testified that the reason she wanted a check in this form was because this type of check would help the settlement along faster – i.e., the funds would be immediately available to be disbursed from her attorneys. It should go without saying that insurance companies such as Allstate do not issue cashier's checks or certified checks. Moreover, Defendant has not demonstrated that issuing such checks in this manner is an accepted practice for insurance companies. Notwithstanding this fact, at least one South Carolina court has questioned the continued vitality of the so-called "mirror-image" rule and has noted that it is outdated in that it was "well suited to simple, one time transactions, in which the parties contract face to face" and that "it fails to accommodate the realities of much modern commercial practice." *Weisz Graphics Div. of Fred B. Johnson Co. v. Peck Indus.*, 304 S.C. 101, 106, 403 S.E.2d 146, 149 (Ct. App. 1991). In addition, Defendant has pointed to no South Carolina case stating that such a rule would apply to determine that Allstate's performance of the essential and material terms of the time-sensitive demand constitutes a counteroffer. Further, as has been demonstrated by Defendant's testimony, the reason for the inclusion of this specific term was to

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"help[] it along a lot faster." Because there is no material difference between how the manual check issued by Allstate in this case and a certified or cashier's check issued by a bank would be treated under South Carolina law, Allstate's issuance of the manual check (the kind of check that it can actually issue), does not constitute a counteroffer.

The South Carolina Supreme Court has already determined that payment in the form of a cashier's or certified check is not an essential or material term of a settlement agreement. South Carolina Rule of Professional Conduct 1.15 states as such. Specifically, the rule provides in pertinent part:

(f)(1) A lawyer shall not disburse funds from an account containing the funds of more than one client or third person ("trust account") unless the funds to be disbursed have been deposited in the account and are collected funds.

(2) Notwithstanding Subsection (f)(1) above, a lawyer may disburse funds from a trust account at the lawyer's risk in reliance on the following deposits when the deposit is made:

(iv) by a certified check, cashier's check, or other check drawn by a depository institution or an insurance company, provided the insurance company check does not exceed \$50,000.

Rules of Professional Conduct: Rule 1.15, RPC, Rule 407, SCACR. Therefore, per the mandate of the South Carolina Supreme Court, there is no material difference between a check issued by an insurance company, such as Allstate, and a certified check, cashier's check, or other check drawn by a depository institution.

Because Allstate complied with the material terms of the demand, Defendant was obligated to sign the Covenant Not to Execute (about which Defendant had no issue) and resolve her claims for bodily injury.

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THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that Plaintiffs' Motion for Summary Judgment is hereby GRANTED and Defendant's Motion for Summary Judgment is hereby DENIED. Accordingly, the Court declares as follows:

a. Goodwin's demand that Allstate issue a certified or cashier's check in payment of the claim is not a material term of the settlement in light of Allstate's payment of the claim with a valid insurance check;

b. The acceptance of the settlement demand, as demonstrated by Allstate's performance thereunder, on behalf of its insureds, is valid and enforceable;

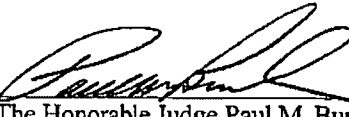
c. Allstate fulfilled its obligations under the policy when it settled Defendant's claim for the bodily injury limits of the policy;

d. Because the settlement agreement is valid and enforceable, Plaintiffs and any other insured under this policy have no additional obligation to Defendant with regard to the claim for bodily injury; and

e. Because the settlement agreement is valid and enforcement, Defendant is directed to execute the Covenant Not to Execute provided by Allstate upon receipt of the \$50,000.00 in resolution of her claims for bodily injury arising from the accident that occurred on August 20, 2014.²

AND IT IS SO ORDERED.

Pageland, South Carolina
March 7, 2018
16th


The Honorable Judge Paul M. Burch
Presiding Judge

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CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

² Allstate shall issue a second check to Goodwin, as the original check has expired due to the passage of time.

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

Allstate Fire & Casualty Insurance
Company,

Plaintiff,

v.

Pamela Goodwin,

Defendant.

) IN THE COURT OF COMMON PLEAS
) OF THE FOURTH JUDICIAL CIRCUIT
)
)
)

C/A No.: 2015-CP-16-00815

**ORDER DENYING DEFENDANT'S
MOTION TO RECONSIDER**

This matter is before the Court pursuant to Defendant's Motion to alter or amend this Court's Order granting summary judgment in favor of Plaintiff. In accordance with Rule 59 (f), SCRCP, the Court finds that it is not necessary to hear oral arguments on this matter. After reviewing the memoranda and other documents submitted to the Court and the applicable authority, and upon careful reconsideration, the Court finds that Defendant's Motion should be, and is hereby, denied.

THEREFORE, Defendant's Motion to Reconsider Pursuant to Rule 59(e), SCRCP is DENIED.

AND IT IS SO ORDERED.

Pageland, South Carolina
May 4, 2018


Honorable Paul M. Burch
Judge, Fourth Judicial Circuit

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SCOTT D. SUGGS
CLERK OF COURT/R.D.D.
DARLINGTON COUNTY, S.C.

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STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON
Allstate Fire and Casualty Insurance
Company,

Plaintiff,

v.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS
AMENDED SUMMONS

C.A.No.: 2015-CP-16-0815

TO: THE DEFENDANTS NAMED ABOVE

You are hereby summoned and required to answer the complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer upon the subscribers at their office at Gallivan, White & Boyd, P.A., P.O. Box 7368, Columbia, South Carolina, 29202, within thirty (30) days after the service hereof, exclusive of the date of such service. If you fail to answer the complaint within that time aforesaid, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

GALLIVAN, WHITE, & BOYD, P.A.

BY:

JOHN T. LAY, JR. (SCB #64526)
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STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

Allstate Fire and Casualty Insurance Company, ,

Plaintiff,

vs.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTH JUDICIAL CIRCUIT

Case No. 2015-CP-16-0815

**AMENDED COMPLAINT FOR
DECLARATORY JUDGMENT
(Non-jury)**

Plaintiff Allstate Fire and Casualty Insurance Company ("Allstate"), by and through its undersigned counsel, complaining of the Defendant Pamela Goodwin ("Goodwin"), respectfully alleges and states as follows:

BACKGROUND

1. Plaintiff Allstate is an insurance company organized and existing under the laws of the state of Illinois, with its principal place of business in the state of Illinois, and writes insurance policies in the state of South Carolina.

2. Defendant Goodwin is an individual who is a citizen of the state of South Carolina and is a resident of Darlington County, South Carolina.

3. Venue is appropriate in this Court because the loss and claims at issue in this case arise out of a motor vehicle accident that occurred in Darlington County and involves the interpretation of a settlement agreement involving Allstate's insured, Helen Metrotol, a/k/a Helen Ham ("Metrotol"), in connection with that accident. Further, the insurance agreement issued to Lyn S. Ham and Elizabeth M. Ham and under which Metrotol was insured was entered into in South Carolina and insures interests located in Darlington County, South Carolina.

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DARLINGTON COUNTY, S.C.

4. This action is brought pursuant to the provisions of the South Carolina Code of Laws § § 15-53-10, *et seq.*

5. In accordance with South Carolina Code of Laws § 15-53-80, all of the parties are proper parties to this action because each has or claims an interest that would be affected by the requested declaration.

FACTUAL BACKGROUND

A. Motor Vehicle Accident

6. On August 20, 2014, Goodwin was operating her motorcycle in Darlington County, South Carolina.

7. While operating her motorcycle, the motorcycle collided with a vehicle operated by Metrotol. The vehicle was owned by Lyn S. Ham and Elizabeth M. Ham.

8. As a result of the accident, Goodwin claimed that she suffered personal injuries and was transported to Carolina Pines Medical Center, where she was diagnosed with a right finger fracture and a right fractured tibia and fibula extending to the ankle. Goodwin ultimately underwent surgery and was admitted to the hospital following the surgery for two days.

9. In addition, Goodwin also received ongoing treatment for an open wound following her injury.

B. Settlement Demand and Acceptance

10. By letter dated August 26, 2014, Goodwin's counsel, the Anastopoulos Law Firm ("Anastopoulos"), sent a letter of representation to Allstate stating that the firm was representing Goodwin in making a claim under the applicable policy and requested disclosure of the amount of the policy limits. A true and correct copy of the August 26, 2014 correspondence is attached as **Exhibit A**, and the contents of the letter are incorporated as if fully stated here.

11. On Friday, December 12, 2014, Anastopoulo, sent a lengthy letter to Allstate demanding that Allstate, on behalf of Metrotol, pay the automobile liability policy limits to its client by "5:00 p.m. EDT on 12/27/2014 (sic)." Goodwin's complete medical records and invoices were not included with the demand. A true and correct copy of the December 12, 2014 correspondence is attached as **Exhibit B**, and the contents of the letter are incorporated as if fully stated here.

12. The Friday, December 12, 2014 demand letter stated that in order for Allstate to accept the demand for the payment of the "policy limits" Allstate was required to provide "sworn and notarized statements that there [wa]s no other insurance coverage available to her that could pertain to this loss" from the insured.

13. In addition, Allstate was required to ensure that the "policy limits" were "received" no later than 5:00 pm on Saturday, December 27, 2014, and in a footnote stated that such "[s]ettlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company as follows: Pamela Goodwin and the Anastopoulo Law Firm, LLC."

14. Further, the demand stated:

Please be aware that our demand for policy limits is not negotiable and that ALL conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any condition is imposed by, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn, and we will obtain an excess judgment against your insured and enforce it against her assets.*

15. In order to meet the arbitrary weekend deadline imposed by the demand, Allstate contacted the medical health care providers to obtain the charged amounts for the services provided to Goodwin so that it could respond.

16. Allstate also obtained the required affidavit from Metrotol regarding the lack of additional insurance related to the claim.

17. Given the timing issues with regard to evaluating the claim and responding to the time-sensitive demand before the weekend and in advance of the Christmas holidays, Allstate issued a manual check in the amount of \$50,000, which represented the available bodily injury limits under the policy.

18. On December 23, 2014, Allstate sent the requested information, including the affidavit from Metrotol and the \$50,000 check, by Fed Ex priority overnight, to Anastopoulo to satisfy the terms of the time-sensitive demand. Allstate also submitted a document entitled, "Agreement and Covenant not to Execute," that complied with the terms as set forth in the Friday, December 12, 2014 letter. A true and correct copy the December 23, 2014 correspondence is attached as **Exhibit C**, and the contents of the letter are incorporated as if fully stated here.

C. Filing of Lawsuit

19. Despite Allstate's acceptance of the demand and submission of the requested information, including issuance of the check for the available policy limits, Goodwin's attorney subsequently replied by letter dated December 29, 2014, claiming that Metrotol and/or Allstate had failed to accept the terms of the settlement offer. A true and correct copy of the December 29, 2014 correspondence is attached as **Exhibit D**, and the contents of the letter are incorporated as if fully stated here.

20. Goodwin's attorney failed to provide any specificity regarding how Metrotol and/or Allstate failed to accept the terms of the settlement offer.

21. On January 21, 2015, Allstate received notice that Metrotol obtained a summons from the post office after receiving notice the preceding day that she had a package waiting to be picked up from the post office.

22. As a result of the actions of Goodwin, Allstate has been left with no choice but to defend Metrotol in connection with the claims that Allstate sought to settle on her behalf.

23. Allstate now seeks enforcement of the agreement to settle on the grounds that Allstate's acceptance met the terms of the demand.

**FOR A FIRST CAUSE OF ACTION
DECLARATORY JUDGMENT**

24. The allegations contained in paragraphs 1 through 26 are incorporated as if fully stated here.

25. Allstate is entitled to a declaration that Allstate's acceptance of the settlement demand on behalf of Metrotol met the terms of the demand such that a valid and enforceable settlement agreement was formed upon its submission of the requested materials, including but not limited to, the tender of the settlement check for the amount of available policy limits.

26. Further, Allstate is entitled to a declaration that Allstate fulfilled its obligations under the policy when it settled Goodwin's claim for the limits of the policy issued to Lyn S. Ham, and Elizabeth M. Ham and that Metrotol, Lyn S. Ham, and Elizabeth M. Ham have no further liability to Goodwin.

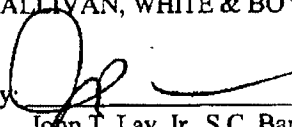
27. A justiciable controversy exists between the parties in this action arising out of these claims. Therefore, Allstate asks this Court to construe and determine the rights of the parties and to declare that:

- a. The acceptance of the settlement demand, as demonstrated by Allstate's performance thereunder, on behalf of its insureds, is valid and enforceable;
- b. Allstate fulfilled its obligations under the policy when it settled Goodwin's claim for the limits of the policy issued to Lyn S. Ham and Elizabeth M. Ham; and
- c. Because the settlement agreement is valid and enforceable, Allstate and its

insureds have no additional obligation to Goodwin with regard to the claim.

WHEREFORE, Plaintiff Allstate Insurance Company prays that it be granted the relief set forth above, the costs of this action, and any such other and further relief as this Court shall deem just and proper.

GALLIVAN, WHITE & BOYD, P.A.

By: 

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Post Office Box 7368
Columbia, South Carolina 29202
Telephone: 803-779-1833
Facsimile: 803-779-1767
jlay@GWBlawfirm.com
jcox@GWBlawfirm.com
ljordan@GWBlawfirm.com
jholmes@GWBlawfirm.com

Attorneys for Allstate Fire and Casualty Insurance
Company

Columbia, South Carolina
November 17, 2015

FILED
CLERK OF COURT
JANUARY 19 AM 11:15
COLUMBIA COUNTY, S.C.

Exhibit A

C/A No. 2015-CP-16-0815

08/26/14 Correspondence

ANASTOPOULO LAW FIRM

Akim A. Anastopoulos (SC)
Renee M. Anderson (SC)
John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulis (GA)(NC)(SC)
Casey Van Valkenburgh (SC)(IL)
Philip Heath Ward (SC)
Roy T. Willey, IV (SC)
*Affiliate Counsel

Toll Free: 1(800)313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
www.AkimLawFirm.com

Tuesday, August 26, 2014

Sent via fax: (866) 447-4293
Allstate Insurance Company
PO Box 7068
Columbia, SC 29210

RE:	My Client(s):	Pamela Goodwin
	DOL:	August 20, 2014
	Claim #:	0338287329

To Whom It May Concern:

Please be advised that I have been retained to represent the above for the injuries she suffered during a motor vehicle accident on the above date due to the negligence of your insured. Also, please disclose in writing the policy limits for the above referenced claim. Please call our office if you have any questions or would like to discuss the claim.

Thank you for your cooperation.

Sincerely,

/s/ Akim A. Anastopoulos

Akim A. Anastopoulos

AAA/als

cc: Pamela Goodwin

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pee Dee: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach • Columbia • Orangeburg • Wilmington, North Carolina

Exhibit B

C/A No. 2015-CP-16-0815

12/12/14 Correspondence

Akim A. Anastopoulos (SC)
Renee M. Anderson (SC)
John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (GA)(NC)(SC)
Casey Van Valkenburgh (SC)(IL)
Philip Heath Ward (SC)
Roy T. Willey, IV (SC)
*Affiliate Counsel

ANASTOPOULO LAW FIRM

Toll Free: 1 (800) 313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
www.AkimLawFirm.com

Friday, December 12, 2014

PRIVILEGED AND CONFIDENTIAL:
RELATING TO SETTLEMENT DISCUSSIONS

Sonya Wise NNB
Allstate Fire & Casualty Insurance Company
P. O. Box 7068
Columbia, SC 29202-7068

RE:	My Client(s):	Pamela Goodwin
	DOL:	August 20, 2014
	Claim #:	0338287329
	Pages:	10, Not Including Enclosures

Dear Ms. Wise:

INADMISSIBILITY OF OFFER OF COMPROMISE

Pursuant to South Carolina Rule of Evidence, Rule 408, statements made in compromise negotiations are not admissible at trial. This rule is identical to the Federal Rule and designed to encourage the settlement of controversies by permitting parties to discuss their cases candidly with the assurance that admissions and proposals for compromise made in the course of their good-faith settlement negotiations may not be used against them to later prove liability. Hunter v. Hyder, 236 S.C. 378, 114 S.E.2d 493 (1960). However, evidence of an offer to compromise may be admissible for some other purpose. Meehan v. Commercial Casualty Ins. Co., 166 S.C. 496, 165 S.E. 194 (1932). This entire letter and all of the exhibits attached are submitted with a view toward compromise of this claim. If you do not agree that everything that follows is inadmissible during the litigation of this matter, please stop reading and immediately destroy this letter and its attachments and immediately notify us of your refusal to review our attempt to compromise this claim.

OFFER OF COMPROMISE

This notice, demand, and offer of compromise is directed to you as the insurer of Helen Ham. This letter is written to submit an offer of compromise regarding Pamela Goodwin's claims against your insured(s) in the above-referenced matter. Additionally, this letter places

Date Due:
By 5:00 PM
12/27/2014
SMCE 12/27
15 on SAT

you on notice, consistent with the dictates of Tyger River Pine Co. v. Maryland Casualty Co., 170 S.C. 286, 170 S.E. 346 (1933) of a time-limited demand for the payment of policy limits of Helen Ham's insurance coverage.

I. LIABILITY OF HELEN HAM

On the evening of August 20th, 2014, at or about 6:30 pm, Ms. Pamela R. Goodwin, my client, was travelling down E. Home Avenue in Hartsville, South Carolina on a Yamaha motorcycle. The sun had not yet set, (Source: U.S. Naval Observatory). Ms. Ham pulled out from the stop at the intersection of E. Home Avenue and Lee Street, without looking, to make a left turn. Ms. Ham chose to drive at an excessive rate of speed, and did not keep a proper look out, endangering the lives of everyone in her path. Unfortunately, the Goodwin family, and Ms. Pamela Goodwin, became her victims.

Ms. Goodwin loved to ride motorcycles. She worked full-time as a bartender at Larry Moore's Bar and Grill. On August 20th, 2014, she left her home to go to work. She was riding her cousin's motorcycle. At the same time Ms. Goodwin was traveling along E. Home Ave., Ms. Ham came to the stop sign at the corner of Home Ave. and Lee Street. Ms. Goodwin made it to the intersection. She remembers seeing Ms. Ham's vehicle pull out into the intersection. Ms. Goodwin tried to swerve so that she would not be hit, but Ms. Ham was driving too fast and did not see Ms. Goodwin. Ms. Ham's vehicle smashed into Ms. Goodwin's leg and the motorcycle. The impact of the Ms. Ham's vehicle against the motorcycle launched Ms. Goodwin through the air into the woods. The impact of the collision and the resulting landing caused Ms. Goodwin severe injuries. The first thing she noticed when she came-to was that her foot was bent completely backward toward her knee. Ms. Goodwin was in severe pain. The emergency first-responders had to cut off Ms. Goodwin's pants and boots just to treat her.

Ms. Goodwin was severely injured because Ms. Ham failed to keep a proper lookout before pulling out into traffic to make her left turn. Ms. Ham negligently accelerated to a high speed before looking both ways, and broad-sided Ms. Goodwin. It is possible that Ms. Ham was distracted by the use of her cell phone, or otherwise, as she made her turn, but it is undisputed that she did not react in any manner before striking Mr. Goodwin. In fact, the police officer that responded to the scene stated in his report that Ms. Ham "failed to yield" when she pulled out and struck Ms. Goodwin, knocking her off the motorcycle and causing her substantial, excruciating, and debilitating injuries (See Exhibit A, Police Report).

In a lineal sense, there are three factors that Ms. Ham had control over that would have aided her reaction time. First, she could have been travelling at a lower rate of speed. Travelling at a lower rate of speed would have allowed her to avoid striking and injuring Ms. Goodwin, since she would have had more time to react once she saw her, and/or would have had the opportunity to brake or swerve. Second, she could have been not distracted while driving. If Ms. Ham was not distracted she could have seen Ms. Goodwin sooner, thereby affording her more time to react and avoid striking him. Third, she could have kept a proper lookout before making a turn on a busy street. Unfortunately, she did not avoid Ms. Goodwin, and as a result Ms. Goodwin was injured, making liability in this case clear.

II. DAMAGES

Pamela Goodwin's Injuries

Ms. Goodwin was a full-time bartender at Larry Moore's Bar & Grill. She had just become a grandmother at the time she was injured. She was on her way to work when Ms. Ham pulled out and knocked Ms. Goodwin off the motorcycle on August 20th, 2014.

Unfortunately, and due to the driving of Ms. Ham, Ms. Goodwin sustained catastrophic bodily injuries due the total body blunt force trauma from the vehicle driven by Ms. Ham inflicted upon her, and the subsequent impact with the ground and pavement (See Exhibit B, Medical Records). The impact resulted in Ms. Goodwin sustaining a crushed femur, broken in six places, and a broken foot. She no longer can work as a result of these injuries. Ms. Goodwin went through several operations. She almost lost both a leg and a foot. She will not be able to put weight on her feet for six months. As a result, Ms. Went from making \$250 per week from her side jobs, and \$800 per week from her job at Larry Moore's Bar & Grill, to making absolutely nothing. Ms. Goodwin cannot play with her grandchild, she cannot walk, she cannot ride horses or motorcycles, she cannot work, and she cannot live the life she was living before the incident, unfortunately, and due to Ms. Ham's driving Ms. Goodwin went from a life of independence to requiring in-home care.

Summary of Damages

Under South Carolina law, Ms. Goodwin is entitled to damages under a negligence claim. The value of negligence claims vary widely from anywhere between several hundred thousand, and several hundred million dollars. Ms. Goodwin is also entitled to receive compensation for her property damage, as well as punitive damages.

Ms. Goodwin suffered catastrophic injuries, and has permanent damages. Her medical bills alone are approaching \$100,000.00, without taking into consideration any future surgeries or therapy she may need. Therefore, we conservatively estimate the value of this claim at \$1,200,000.00.

Estimated Value: \$1,200,000.00

Punitive Damages

Please also be aware that striking a motorist due to recklessness, distracted driving, and other willful and wanton behavior subjects Ms. Ham to punitive damages, and that punitive damages may not be able to be discharged in bankruptcy under federal law or South Carolina law. Please be aware that, based on past precedent we expect this case to yield a verdict in excess of the policy limits. Accordingly, if you force this case to trial, the verdict is unlikely to be discharged in bankruptcy and we will follow Helen Ham for the rest of her life and take any property, and possessions she may ever accumulate until the verdict is paid in full.

From 2008 to 2010, South Carolina was one of the five worst states for motor vehicle safety, making potential jurors acutely aware of the risks of distracted and reckless driving.

As a result, potential jurors may know, or know of, someone who was injured or killed as a result of reckless driving. It is our belief these facts will drive the verdict in this case to be particularly harsh. It is our hope that this case will stop Ms. Ham from ever driving while

distracted and recklessly again.

III. **DEMAND PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933), and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).**

Based on Helen Ham's reckless driving and complete disregard for the safety of others on the road, the fact that she was likely distracted at the time she caused her vehicle to strike Ms. Goodwin, the fact that punitive damages will be imposed against Ms. Ham, the catastrophic injuries to Ms. Goodwin, her lost wages, and her ongoing pain and mental anguish, which she will experience for the rest of her life, we conservatively estimate the value of this case to be in excess of the policy limits. As there is a possibility that underinsured motorist coverage may be available to Pamela Goodwin, we cannot offer a full and final release at this time. Instead, we require payment of the policy limits of all applicable policies, under which you insure Helen Ham in a form that will not prejudice our client's right to seek recovery from any other insurance carriers. This offer of compromise requires that policy limits are **RECEIVED**¹ no later than 5:00 p.m. EDT on 12/27/2014, and requires that Helen Ham provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss. **THIS OFFER OF COMPROMISE INCLUDES A TIME-LIMITED DEMAND FOR PAYMENT OF POLICY LIMITS, AND, AT 5:00 P.M. EDT ON 12/27/2014, THIS OFFER WILL BE WITHDRAWN AND WE WILL OBTAIN AN EXCESS JUDGMENT AGAINST YOUR INSURED(S) WHICH WILL, IN TURN PROVIDE YOUR INSURED(S) WITH A CLAIM AGAINST ALLSTATE FIRE & CASUALTY INSURANCE COMPANY PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933) and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).** Please be aware that our demand for policy limits is not negotiable and that **ALL** conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn, and we will obtain an excess judgment against your insured and enforce it against her assets.* This offer of compromise does not include the resolution of any claims for any person's or entities other than those injury and property damage claims made by Ms. Goodwin. *Accordingly, any request for a release of claims for other persons or entities and/or any request for indemnification will constitute a counteroffer and rejection of this offer of compromise.*² *If you include indemnification or a release of claims that could be made by*

¹ Settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company as follows: Pamela Goodwin and the Anastopoulos Law Firm, LLC. The checks must be **RECEIVED** in my office no later than 5:00pm EDT on December 27, 2014. Anastopoulos Law Firm, LLC's Tax I.D. Number is 452775649. For your convenience, our firm's W-9 is also attached hereto (Exhibit C). These funds should be mailed to 2557 Ashley Phosphate Road, North Charleston, SC 29418.

² Please be aware that we have done everything reasonable to warn you that even a mere request for indemnification or a mere request for the waiver of any other rights or claims, including claims for loss of consortium or claims that could be made by or on behalf of any other person or entity, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it

other persons or entities in the proposed Release you send us, it will constitute a counteroffer and rejection of this offer of compromise even if you claim in a cover letter or other documents that you send to us that you have accepted our offer. Acceptance of this offer specifically requires you to prove a proposed Release that complied with this offer by the above deadline.³ Moreover, if there is any language in the proposed Release or any other documents you send us that requires or even requests Pamela Goodwin to make representations or warranties regarding the absence of medical liens or hospital liens or bankruptcy proceedings relating to Pamela Goodwin, the requirement or request will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. is perfectly capable of reviewing court records to verify this information, and attempting to shift the cost of verifying this information to our client(s) is not acceptable and will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.⁴ Accordingly, please be aware that a requirement or even a request for a "Lien Affidavit" or similar document

was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

³ Please do not attempt to send a proposed Release that includes indemnification or a release of any claims that could be brought by or on behalf of any person or entity other than our client, as we do not represent these persons or entities. The insurance company tactic of including indemnification or a release of unrelated parties in the proposed Release will not work against this firm and its clients. Please be aware that you cannot get around this requirement by sending a cover letter with a non-compliant proposed Release that says your "proposed Release is not a counteroffer." ***If you send a proposed Release that includes indemnification or that violates any other terms of this offer, it is a counteroffer regardless of whatever you put in your cover letter.*** Pursuant to this offer of compromise, your insurance company cannot provide a letter that says it accepts our offer and then try to trick us by providing a proposed Release that does not comply with our offer. Do not put indemnification language in the proposed Release you send to us in the hope that we will sign your proposed Release without reading it or in the hope that we will rely on a representation in your cover letter that you have accepted our offer of compromise when you have not provided a compliant release. If you do put indemnification language in the proposed Release, it is a counteroffer even if you try to say it is not, and, if you try this tactic, we will proceed to verdict and take your insured's assets until it is paid in full. Please also keep in mind that a proposed Release that includes the release of "any and all claims" would necessarily include claims not covered under this offer of compromise, such as loss of consortium, and is also a counteroffer and rejection. Instead of acting in bad faith and trying to trick us, please just send a reasonable proposed Release that does not include indemnification or the release of property damage claims. Acceptance of this offer of compromise requires you to make your acceptance through performance and not just mere words or promises. Part of the performance required to accept this offer is for you to deliver a proposed Release with the settlement check. Additionally, the proposed Release that is delivered with the settlement check must comply with the terms of this offer. ***Regardless of what you might say in your cover letter, if the proposed Release does not comply with this offer, it is a rejection and counteroffer.***

⁴ Please be aware that we have done everything reasonable to warn you that even a mere request for warranties or representations regarding the absence of medical liens or hospital liens or bankruptcy proceedings will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise.

by any other name will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Additionally, please be aware that it will be deemed a counteroffer and rejection of this offer of compromise if it requires or even requests the release of any individuals or entities other than Helen Ham and .⁵ Moreover, please be aware that it will only be released with respect to the bodily injury and property damage coverages of the subject policy and that it will not be released with respect to any other policies or coverages not identified herein. Payment must be made as described herein, and payment by any other method, including payment through the registry of any court or through the filing of an interpleader action, will not satisfy the terms of this offer of compromise and will result in the immediate and automatic withdrawal of this offer of compromise. Additionally, filing a declaratory judgment action will result in the immediate, automatic, and permanent withdrawal of this offer of compromise. Please be aware that, under South Carolina law, our offer of compromise must be accepted unequivocally and without variance of any sort and that a purported acceptance of this offer of compromise which imposes *or even requests* conditions beyond those contained in this offer will be construed as a counteroffer and rejection. Please also be aware, that under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See Maxton v. Payes, 313 S.C. 109, 437 S.E.2d 66 (1993). Additionally, any attempted counteroffer by will be deemed a rejection of our offer of compromise and will result in the immediate and permanent withdrawal of our offer of compromise. Furthermore, please be aware that sworn and notarized statements that there is no other insurance coverage that could pertain to this loss must accompany your payment of policy limits. For your convenience, we have provided an affidavit that meets this condition. *Please be aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.* Additionally, even if you send a cover letter that claims to "unconditionally" or "unequivocally" accept our offer of compromise, but you also send a proposed Release, a settlement check, or any other documents that include any conditions or provisions that are not part of this offer, it will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Please do not attempt to trick us by saying in a letter that you accept our offer of compromise and then trying to sneak in additional terms that are not part of our offer. Our offer of compromise must be

⁵ Please be aware that we have done everything reasonable to warn you that even a mere request for the release of any individuals or entities other than Helen Ham and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. *Moreover, please be aware that it will only be released with respect to the bodily injury and property damage coverages of the subject policy and that it will not be released with respect to any other policies or coverages not identified herein and that a request or requirement for a general release or a full and final release of will be a counteroffer and rejection of this offer of compromise.* Please do not place any additional releases on the settlement check, in the proposed Release, or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any request for the release of any individuals or entities other than Helen Ham and as described herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise. Once again, if you send a proposed Release that purports to release any additional individuals or entities, it will be a counteroffer and rejection regardless of any claims of acceptance you make in a cover letter or any other documents you send to us. This offer of compromise requires you to deliver a proposed Release that complies with the terms of this offer of compromise. This offer of compromise requires you to make your acceptance through performance and not just mere words or promises.

accepted by your insurance company's performance of the requirements of this letter and not by mere words that claims to accept the offer. Regardless of any statement that your insurance company has accepted or is accepting our offer of compromise, if your insurance company's actions and documents (i.e., your proposed Release, settlement check, etc.) do not comply with our offer of compromise, it will be a counteroffer and rejection of our offer. Acceptance of this offer of compromise requires performance and not just mere words or promises. Accordingly, in order to accept this offer of compromise, you must meet all of the terms and conditions of this offer of compromise, including, but not limited to, providing payment and a proposed Release that comply with the terms of this offer of compromise.

Please be aware that the only release we will accept is one that is limited in its scope to protecting your insured from Pamela Goodwin's rights to the personal assets of your insured. *Additionally, this offer relates only to personal injury and property damage claims (and not claims that could be made on behalf of any other person or entity); accordingly, a proposed Release or a statement on the settlement check or any other documents you send to us that purports to release or resolve "any and all claims" will be considered as a counteroffer and rejection of this offer, resulting in the immediate and permanent withdrawal of this offer.* Pamela Goodwin must not be prevented in any way from making a claim against her own insurance carriers. Despite the limited scope of our offer, our offer will protect the interests of your insured because it would only allow Pamela Goodwin to seek the proceeds of their own coverage and other applicable insurance policies relating to personal injuries and it would prevent Pamela Goodwin from seeking the assets of your insured as compensation for the personal injuries and property damages described herein.⁶ If you do not pay policy limits and meet the other requirements contained in this offer within the specified time limit, we will withdraw our offer of compromise and we will obtain an excess judgment against your insured and enforce it against her assets. In view of existing circumstances, we believe your insurance company should accord its insured the same faithful consideration it gives its own interests. If you do not pay policy limits in this case and meet the other requirements contained in this offer, pursuant to the terms of this offer of compromise, Helen Ham may be able to sue your company for compensatory and punitive damages for bad-faith failure to properly adjust this claim. Please explain to Helen Ham that she has the right to hire an attorney to represent her against Allstate Fire & Casualty Insurance Company and that she has the right to demand that you pay this demand in order to protect her property and possessions.

Please be aware that this letter constitutes Pamela Goodwin's formal offer and that no oral representations made before or after this letter can alter the terms of this offer. If, for any reason, this firm agrees to change this offer in any way, such changes can and will be made only in a writing that is signed by a member of this firm. The purpose of this paragraph is to specifically prevent from claiming that this offer was modified in any way by an oral communication. *Please be aware that, unless there has been a specific writing signed by a member of this firm that specifically changes this offer, the offer made by this letter has not been changed.* Additionally, there are and will be no oral offers made to resolve this case.

⁶ Please be aware that it is our current belief that Pamela Goodwin may have had underinsured motorist coverage with policy limits far below the full value of this case. However, she may also have no coverage at all. Accordingly, since there is only a small amount of underinsured motorist coverage compared to the actual value of this case, 's acceptance of this offer provides the greatest possible amount of protection for its insured. Thus, if fails to accept this offer, it will be exposing its insured to substantial excess liability and acting in bad faith towards its insured.

Accordingly, please do not attempt to claim that there has been an offer to resolve this case because there has not been and will not be such an offer. *Any offer to resolve this case by Pamela Goodwin must be made in writing and any acceptance of that offer must be made through performance of the provisions of this offer of compromise in order for this firm and Pamela Goodwin to agree that a binding agreement has been formed. Specifically, this offer of compromise cannot be accepted by a mere statement of unconditional acceptance of this offer; instead, acceptance of this offer requires full performance of all terms and conditions of this offer. If any condition or requirement is not met by the specified deadline or if any additional condition or requirement is imposed upon Pamela Goodwin, then there has been no acceptance and no agreement.*

We have supplied you with all information necessary to evaluate this offer of compromise⁷; however, should you have any questions regarding this offer of compromise, please do not hesitate to contact me at (843) 614-8888. Additionally, although any requirement or request for terms and conditions of settlement and compromise that are not approved herein will constitute a counteroffer and rejection of this offer of compromise, if you feel that any part of this letter needs clarification in order for you to comply with its terms, we will be happy to offer any clarification of terms so that you have a full and fair opportunity to comply with this offer. Of course, this letter relates to discussions involving settlement and compromise, and nothing contained herein shall be deemed admissible except to enforce a claim for bad-faith failure to properly adjust this claim.

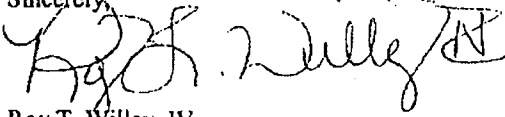
⁷ Please be aware that we have provided you willful and sufficient information to evaluate this offer of compromise and to compel your insurance company to pay its policy limits as demanded. Nevertheless, we are aware that many insurance companies request unnecessary additional information within a few days of the deadline for payment as a tactic to delay the resolution of a case. We are aware that insurance companies make more money when settlements are delayed because the insurance company can continue to earn investment income from the settlement money for as long as the insurance company can maintain possession of the settlement funds. We are aware that many insurance companies use the tactic of requesting unnecessary additional information to delay payment, but it will not work against this firm and its clients. Additionally, in the unlikely event that there is a legitimate need for additional information, we will have to request that information from another party. Therefore, any request for additional information must be made as soon as possible and at least ten (10) days before the deadline so that we will have a reasonable opportunity to try and obtain the requested information. We have done everything reasonable to warn you that this offer of compromise includes a time-limited demand for the payment of policy limits. Please be aware that the deadline for payment and compliance with all other terms will not be extended based on a request for additional information because this offer of compromise already includes more than enough information to compel payment. Please do not place your insured's assets in jeopardy by incorrectly assuming that a request for additional information will extend the deadline of this offer of compromise. Failure to meet the deadline for any reason will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pee Dee: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach * Columbia * Orangeburg * Wilmington, North Carolina

I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roy T. Willey, IV". The signature is written in dark ink and is positioned above the printed name.

Roy T. Willey, IV

RTW/
Enclosures

Exhibit C

C/A No. 2015-CP-16-0815

12/23/14 Correspondence



Allstate.

Palmetto
PO BOX 660636
DALLAS TX 75266
You're in good hands.



the Anastopoulos Law Firm, LLC
2557 ASHLEY PHOSPHATE RD
N CHARLESTON SC 294184431

December 23, 2014

INSURED: ELIZABETH HAM
DATE OF LOSS: August 20, 2014
CLAIM NUMBER: 0338287329 NTS

PHONE NUMBER: 803-213-3742
FAX NUMBER: 866-447-4293
OFFICE HOURS: Mon - Fri 8:00 am - 5:30 pm,
Sat 8:00 am - 4:00 pm

YOUR CLIENT(S): PAMELA GOODWIN

Dear Roy Willey IV,

Please find enclosed the settlement check of policy limits for the bodily injury claim of your client, covenant not to execute for the bodily injury only and the Insured's affidavit as you have requested. The covenant is for the bodily injury only and preserves your client, Pamela Goodwin's, right to pursue a property damage claim should one is presented.

Sincerely,

TERRY SKIPPER

TERRY SKIPPER
803-213-3742
Allstate Fire and Casualty Insurance Company

GEN1001

0338287329 NTS

INSURED	iza H m	POLICY NUMBER	11182565725	CLAIM NUMBER	3382
CLAIMANT		SSN/TIN		DESK LOC	EMPLOYEE I.D.
IN PAYMENT OF					
PAY	dollars + 00/100				
					\$ 50,000.00

Allstate

INVOICE NUMBER	PROD. ACCT	IRS	PAYEE	DATE ISSUED
1460		04		12/22/14

521274132

ALLSTATE INSURANCE COMPANY OR ONE OF ITS AFFILIATES
COMPANY NAME
Allstate Insurance (um

FILE COPY NON-NEGOTIABLE

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTYFIVE DAYS OF THE DATE OF ISSUE
 521274132 06112788 329 904 1279

AUTHORIZED SIGNATURES

AGREEMENT AND COVENANT NOT TO EXECUTE

This Agreement and Covenant Not to Execute is entered and agreed between Pamela Goodwin ("Plaintiff"), Elizabeth M. Ham ("Defendant") and Allstate Fire and Casualty Insurance Company ("Insurer").

WITNESSETH

WHEREAS, Plaintiff was injured in an accident that occurred on August 20, 2014 (hereinafter "the accident");

WHEREAS, Defendant had in force and effect at the time of the accident a policy of automobile insurance with Insurer with per person bodily injury liability limits of \$50,000; and

WHEREAS, Plaintiff and Insurer, on behalf of Defendant, have negotiated in an attempt to settle Plaintiff's claims wherein Insurer is willing to pay Fifty Thousand and 00/100 Dollars (\$50,000.00) to Plaintiff to obtain a Covenant Not to Execute from Plaintiff for all bodily injury claims while also preserving Plaintiff's right to recover any additional coverages as might be available to Plaintiff because of the accident, including underinsured motorist coverage ("UIM"); and

WHEREAS, Plaintiff and Insurer, on behalf of Defendant, have now agreed on a settlement pursuant to which Insurer will pay to Plaintiff Fifty Thousand and 00/100 Dollars (\$50,000.00), in consideration for Plaintiff agreeing to forego any action or proceeding for bodily injury that will result in Defendant becoming liable to pay Plaintiff or anyone claiming on behalf of Plaintiff any sum in excess of the payment for bodily injuries sustained by Plaintiff and for Plaintiff agreeing to apply such payment in full and complete satisfaction of any and all claims for bodily injury against Defendant and to protect Defendant from any loss on account of any claim or judgment based on or arising from Plaintiff's bodily injuries, once the Plaintiff has recovered any excess, secondary, and/or underinsurance coverage as may be available.

NOW, THEREFORE, Plaintiff, for and in consideration of the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00), the receipt and sufficiency of which also being hereby acknowledged, agrees and covenants as follows:

1. Plaintiff will not attempt to collect any sum from Defendant by any means, including, but not limited to, execution on or other enforcement of any judgment rendered against, Defendant for bodily injuries; however, she reserves the right to attempt to establish that she is legally entitled to recover damages from Defendant so as to recover additional coverages, this part of Plaintiff's undertaking only precluding Plaintiff from attempting to collect any bodily injury damages from Defendant or from Defendant's assets, or doing anything which would confer such a right on any other person. Plaintiff also reserves the right to pursue any and all claims for property damage she may have sustained as a result of the accident.

2. Plaintiff, on behalf of herself and her heirs, personal representatives, assigns, and all other persons claiming or who may claim under or through her, will execute and deliver to Defendant, a full, complete, and unconditional release and full discharge from any and all liabilities, claims, actions, and causes of action of any kind whatsoever, known or unknown, which have resulted or may in the future develop from the accident, upon the occurrence of the earliest to occur of the following events:

- a. Settlement of all of Plaintiff's claims for secondary, excess, underinsured motorist coverage proceeds and all property damage claims, if any, arising from this accident and receipt of payment;
- b. Final adjudication entitling Plaintiff to recover secondary, excess and/or underinsured motorist coverage proceeds, an/or property damage claims, and receipt of payment;
- c. Final adjudication that Plaintiff is not entitled to recover secondary, excess and/or underinsured motorist coverage proceeds and/or property damage;
- d. Abandonment of Plaintiff's claims for secondary, excess and/or underinsured motorist coverage benefits and/or property damage; or;

- e. Expiration of a period of one year after entry of any final judgment or final conclusion of litigated claims, whichever is later, by Plaintiff against Defendant arising from the motor vehicle accident described above.

If a judgment against Defendant for damages arising out of Plaintiff's bodily injuries has been entered prior to the occurrence of the earliest to occur of the foregoing events, Plaintiff will satisfy the judgment or cause it to be satisfied upon the occurrence of the earliest to occur of those events and will at that time file with each clerk of court in whose office the judgment has been filed such certificate as may be necessary to procure the entry of satisfaction upon the public records of such judgment. Furthermore, Plaintiff will, immediately upon request, execute and deliver such other and further documents as may be required by Defendant to demonstrate, record, confirm, and/or effectuate the satisfaction of such judgment.

3. Plaintiff will not cause to be enrolled or otherwise entered any judgment against Defendant for bodily injuries in an amount in excess of the sum paid plus the amount of the secondary, excess, and/or underinsured motorist coverage proceeds claimed to be available and/or received by Plaintiff. If any judgment is entered, Plaintiff will promptly satisfy that portion of the judgment with respect to the sum paid, and will file a certification of such partial satisfaction with each clerk of court in whose office the judgment is enrolled and to be entered on the face of the judgment. If a judgment against Defendant for bodily injuries in excess of the sum paid is entered, Plaintiff will promptly satisfy the judgment with respect to excess and will file a certification of such satisfaction with each clerk of court in whose office the judgment is enrolled to be entered on the face of the judgment, upon the occurrence of the earliest to occur of those events listed in paragraph 2 above.

4. Plaintiff understands and further agrees and covenants that Defendant has not admitted and does not admit liability for or fault in the collision or with respect to Plaintiff's bodily injuries. Nothing in this Agreement and Covenant Not to Execute shall be construed to prevent Defendant from defending

against any claim of Plaintiff. Nothing in this Agreement and Covenant Not to Execute shall be construed to prevent Defendant from asserting claims or demands, by suit or counterclaim or otherwise against Plaintiff or any other person, or any damages sustained by him in the accident; and this Agreement and Covenant Not to Execute may not be used in any way against Defendant.

5. Plaintiff understands and acknowledges that neither Defendant nor any person representing or claiming to represent him has made any representation or statement that (a) Plaintiff has a claim for underinsured motorist coverage, (b) the settlement here in evidence will not affect such a claim for underinsured motorist coverage, or (c) this Agreement and Covenant Not to Execute will protect the Plaintiff from any successful assertion by Plaintiff's underinsured motorist carrier or excess liability carrier, if any, of any defense to Plaintiff's claim for such coverage.

6. Notwithstanding anything to the contrary, Plaintiff does not waive or release in any way any potential secondary, excess, and/or underinsured motorist carrier or any claim for property damage because of the terms and conditions stated. Further, nothing shall be construed as requiring Plaintiff to indemnify Defendant or any other person in any way.

7. All agreements and understandings between the parties are embodied and expressed and the terms of this Agreement and Covenant Not to Execute are contractual and are not mere recitals. Plaintiff further acknowledges and represents that she has sought and received the advice of legal counsel before executing this document, and she has read this Agreement and Covenant Not to Execute and understands it to be a full, final, and binding agreement. If, after the execution of this instrument, any provision or the application thereof to any party or circumstance shall, to any extent, be or become invalid or unenforceable, the remainder of these provisions shall not be affected thereby and every other provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

**I HAVE READ THIS COVENANT, HAD AN ADEQUATE OPPORTUNITY TO
DISCUSS ITS TERMS WITH MY ATTORNEY, FULLY UNDERSTAND AND
AGREE WITH ITS TERMS, AND ENTER IT VOLUNTARILY.**

IN WITNESS, Plaintiff and Attorney execute:

Pamela Goodwin

Date: _____

Plaintiff's Attorney

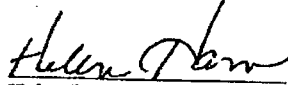
Date: _____

AFFIDAVIT OF HELEN HAM

Personally appeared before me who, being duly sworn, states as follows:

1. My name is Helen Ham
2. As of August 20, 2014, I was known as Helen Ham.
3. I am over the age of 18, and as of August 20, 2014, resided in Darlington County, South Carolina.
4. On August 20, 2014, I was involved in a motor vehicle collision whereby the vehicle I was driving and injured Ms. Pam Goodwin.
5. At that time, the vehicle I was driving had a policy of insurance issued by Allstate Insurance Company.
6. That as of August 20, 2014, there were no other policies of insurance that would apply to compensate Pamela Goodwin for the losses incurred on that date.

FURTHER AFFIANT SAYETH NOT.


Helen Ham

Sworn to and Subscribed before me this

19th day of December 2014

Notary Public for South Carolina

My Commission Expires 8/31/15

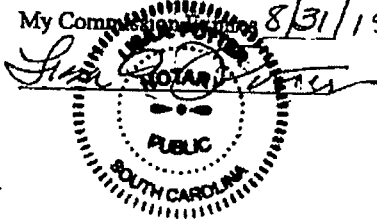


Exhibit D

C/A No. 2015-CP-16-0815

12/29/14 Correspondence

ANASTOPOULO LAW FIRM

Akim A. Anastopoulos (SC)
Samuel R. Flynn (SC)
John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (CA)(GA)(NC)(SC)
Casey Van Valkenburgh (SC)
P. Heath Ward (SC)
Katie M. Wilensky (SC)
Roy T. Willey, IV (SC)
Thomas Bailey Smith (SC)*
*Affiliate Counsel

Toll Free: 1 (800) 313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
eric@akimlawfirm.com

December 29, 2014

Terry Skipper
Allstate Insurance Company
PO Box 660636
Dallas, TX 75266

RE: My Client: Pamela Goodwin
Claim No.: 0338297329 NTS

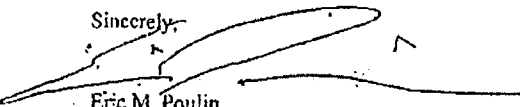
Dear Mr. Skipper:

I am in receipt of your letter dated December 23, 2014, and the check (#521274132) and "Agreement and Covenant Not to Execute" that was included therewith. Under cover of this letter, I am returning the same. As you know, by letter dated December 12, 2014, my client offered to settle her claims against your insured pursuant to an Offer of Compromise. Allstate failed to comply with the terms of that offer, causing it to be immediately and permanently withdrawn. Unfortunately, my client is no longer in a position to settle for the policy limits given Allstate's bad faith delay in tendering the same.

As you know, and as Ms. Goodwin stated in her Offer of Compromise, "under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See Maxton v. Payes, 313 S.C. 109, 437 S.E.2d 66 (1993)." Nevertheless, let me remind you that our client's offer explicitly stated: "Please be aware that our demand for policy limits is not negotiable and that ALL conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by Allstate Insurance Company, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn...*" In our offer, we also make you "aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer."

The package sent to us by Allstate with the check, and Agreement and Covenant Not to Execute did not accept the terms offered by our client to settle her claims against your insured. Therefore, we have been forced to return the check to you and will file suit against your insured this week. If you did not do so as a result of our urging in our offer of compromise, please explain to your insured that she has the right to hire a personal attorney to advise her of her rights and to protect her personal assets since it has become clear that Allstate Insurance Company is putting its own interests above hers.

Sincerely,


Eric M. Poulin

Enclosures: \$50,000 Check (#521274132)
Cc: Pamela Goodwin

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pea Dee: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach • Columbia • Orangeburg • Wilmington, North Carolina

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

ALLSTATE FIRE & CASUALTY
INSURANCE COMPANY,

Plaintiff(s),

v.

PAMELA GOODWIN,

Defendant(s).

IN THE COURT OF COMMON PLEAS
FOR THE 4TH JUDICIAL CIRCUIT
CASE NO: 2015-CP-16-0815

**DEFENDANT GOODWIN'S ANSWER
TO ALLSTATE'S AMENDED
COMPLAINT FOR DECLARATORY
JUDGMENT
(Jury Trial Demanded)**

Defendant Pamela Goodwin ("Goodwin"), for her Answer to the Amended Complaint of Plaintiff Allstate Fire & Casualty Insurance Company ("Allstate") states and alleges the following:

**FOR A FIRST DEFENSE
(Qualified General Denial)**

1. Any allegation not specifically admitted is expressly denied.
2. Goodwin admits the allegations in paragraph number 1.
3. Goodwin admits the allegations in paragraph number 2.
4. Goodwin admits that the loss and claims at issue in this case arise out of a motor vehicle accident that occurred in Darlington County involving an Allstate insured and that the insurance agreement issued to Lyn S. Ham and Elizabeth M. Ham was entered into in South Carolina and insures interests located in Darlington County, South Carolina. Goodwin denies the remaining allegations in paragraph 3.

5. Paragraph number 4 contains legal contentions to which no response is required. If the extent a response is required, Goodwin denies this action is appropriate under the Uniform Declaratory Judgments Act, S.C. Code Ann. §§ 15-53-10, *et seq.*

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CLERK OF COURT
DARLINGTON COUNTY, S.C.

6. Paragraph number 5 also contains legal contentions to which no response is required. To the extent a response is required, Goodwin denies this action is appropriate under the Uniform Declaratory Judgments Act, S.C. Code Ann. §§ 15-53-80, *et seq.*

FACTUAL BACKGROUND

A. Motor Vehicle Accident

7. Goodwin admits the allegations in paragraph number 6.

8. Goodwin admits the allegations in paragraph number 7.

9. Answering paragraph number 8, Goodwin admits that she suffered personal injuries and was transported to Carolina Pines Medical Center, where she was diagnosed with a right finger fracture and a right fractured tibia and fibula extending to the ankle. Goodwin further admits that she ultimately underwent surgery and was admitted to the hospital following the surgery for two days. Goodwin denies the remaining allegations in paragraph 8.

10. Goodwin admits the allegations in paragraph number 9.

B. Settlement Demand and Acceptance

11. Answering paragraph number 10, Goodwin admits the authenticity of Exhibit A.

12. Answering paragraph number 11, Goodwin admits the authenticity of Exhibit B. Goodwin would also show that Exhibit B is incomplete in that it fails to include the numerous exhibits that were enclosed with the letter.

13. Answering paragraph number 12, Goodwin admits the authenticity of Exhibit B. Goodwin would also show that Exhibit B is incomplete in that it fails to include the numerous exhibits that were enclosed with the letter.

14. Answering paragraph number 13, Goodwin admits the authenticity of Exhibit B. Goodwin would also show that Exhibit B is incomplete in that it fails to include the numerous exhibits that were enclosed with the letter.

15. Answering paragraph number 14, Goodwin admits the authenticity of Exhibit B. Goodwin would also show that Exhibit B is incomplete in that it fails to include the numerous exhibits that were enclosed with the letter.

16. With respect to paragraph number 15, Goodwin is without knowledge or information sufficient to form a belief as to the truth of the allegations concerning Allstate's actions upon receipt of the December 12, 2014 Offer of Compromise. Goodwin denies the remaining allegations in paragraph 15, and would show that all pertinent medical documentation was enclosed with the Offer of Compromise.

17. Goodwin denies the allegations in paragraph number 16.

18. Answering paragraph number 17, Goodwin admits that Allstate issued a check in the amount of \$50,000. Goodwin denies the remaining allegations contained in paragraph 17.

19. Answering paragraph number 18, Goodwin admits that the Allstate letter (attached as Exhibit C to the Complaint) is dated December 23, 2014 and contained a document entitled, "Agreement and Covenant not to Execute." Goodwin denies the remaining allegations in paragraph 18.

C. Filing of Lawsuit

20. Answering paragraph number 19, Goodwin admits that her attorney replied to Allstate by letter dated December 29, 2014 stating that Allstate failed to accept the terms of Goodwin's Offer of Compromise dated December 12, 2014. Goodwin denies the remaining allegations in paragraph 19.

21. Goodwin denies the allegations in paragraph number 20 and would show that the check was promptly returned to Allstate with a letter rejecting Allstate's counteroffer.

22. Answering paragraph number 21, Goodwin is without knowledge or information sufficient to form a belief as to the truth of the allegations.

23. Answering paragraph number 22, Goodwin is without knowledge or information sufficient to form a belief as to the truth of the allegations. To the extent a response is required, Goodwin denies the allegations in paragraph 22.

24. Paragraph number 23 contains legal contentions to which no response is required. To the extent a response is required, Goodwin denies the allegations in paragraph 23.

DECLARATORY JUDGMENT

25. Goodwin incorporates her responses to paragraphs 1-23 as if restated in full and responsive to paragraph 24.

26. Goodwin denies the allegations in paragraph number 25.

27. Goodwin denies the allegations in paragraph number 26.

28. Goodwin denies the allegations paragraph number 27, including all subparts.

29. Every allegation not specifically admitted in this Answer is expressly denied.

FOR A SECOND DEFENSE **(Trial by Jury)**

30. Goodwin incorporates by reference all of the foregoing paragraphs as if set forth fully herein.

31. Goodwin requests that all issues of fact be determined by a jury.

FOR A THIRD DEFENSE
(Failure to Join a Necessary Party)

1. Goodwin incorporates by reference all of the foregoing paragraphs as if set forth fully herein.
2. Allstate's Amended Complaint, in whole or in part, fails to join Helen Elizabeth Metropol a/k/a Helen Ham as a party.
3. Helen Ham is a necessary party because she is the named defendant in a concurrent action arising from the same collision and her lack of presence in this suit may impair or impede Goodwin's ability to protect her interest or subject her a substantial risk of incurring double, multiple, or otherwise inconsistent obligations.

FOR A FOURTH DEFENSE
(Failure to State a Claim)

4. Goodwin incorporates by reference all of the foregoing paragraphs as if set forth fully herein.
5. Allstate's Amended Complaint, in whole or in part, fails to state facts sufficient to support a claim upon which relief can be granted.

FOR A FIFTH DEFENSE
(Improper Venue)

6. Goodwin incorporates by reference all of the foregoing paragraphs as if set forth fully herein.
7. Venue in this district is improper because the events giving rise to the Amended Complaint arose in Charleston County, not Darlington County; therefore this action should be dismissed or transferred.

FOR A SIXTH DEFENSE
(Unclean Hands)

8. Goodwin incorporates by reference all of the foregoing paragraphs as if set forth fully herein.

9. Allstate's claims are barred from recovery by the doctrine of unclean hands.

FOR A SEVENTH DEFENSE
(Lack of Standing)

10. Goodwin incorporates by reference all of the foregoing paragraphs as if set forth fully herein.

11. Allstate lacks standing and/or the capacity to bring this cause of action.

12. Allstate is not a named defendant in the underlying civil suit. Moreover, Allstate, an insurance company, has not suffered a particularized harm, not demonstrated casual connection between the harm and Goodwin's conduct, and not shown that a favorable decision from this Court would redress a particularized harm.

FOR A EIGHTH DEFENSE
(Mitigation of Damages)

13. Goodwin incorporates by reference all of the foregoing paragraphs as if set forth fully herein.

14. Any damage sustained by Allstate, if any, was proximately caused and occasioned by their failure to exercise reasonable care to minimize the damages allegedly sustained, and therefore, the doctrine of mitigation of damages acts as a bar to Allstate's claim for declaratory judgment.

FOR AN NINTH DEFENSE
(Failure to Satisfy Conditions Precedent)

15. Goodwin incorporates by reference all of the foregoing paragraphs as if set forth fully herein.

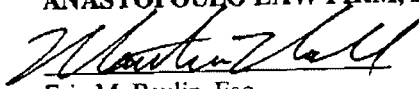
16. Expressly preserving and without waiving all defenses previously stated with respect to the Offer of Compromise alleged by Allstate to have been breached, Allstate failed to satisfy all conditions precedent to Goodwin's performance under the alleged agreement and therefore, Goodwin was relieved of any obligation to perform and was entitled to withhold performance because no such agreement occurred between the parties.

WHEREFORE, having fully answered the Amended Complaint for Declaratory Judgment of Plaintiff Allstate, Defendant Goodwin prays that the Amended Complaint be dismissed, with prejudice and that any other relief requested by Plaintiff Allstate be denied, that Defendant Goodwin be awarded fees and costs and for such other and further relief as the Court may deem just and proper.

SIGNATURE ON FOLLOWING PAGE

Respectfully Submitted,

ANASTOPOULO LAW FIRM, LLC



Eric M. Poulin, Esq.
S.C. Bar No.: 100209
Roy T. Willey, IV, Esq.
S.C. Bar No.: 101010
Matthew L. Nall, Esq.
S.C. Bar No.: 102329
Anastopoulos Law Firm, LLC
62 Columbus Street
Charleston, SC 29403
(843) 614-8888

THE IRVIN LAW FIRM

Jim Irvin, Jr., Esq.
1101C 3rd Ave South
Myrtle Beach SC 29577
(843) 445-6200

ATTORNEYS FOR THE DEFENDANT

Dated at Charleston, SC
This 5th day of FEB, 2016.

2016 FEB 11 PM 4:22
SCOTT R. SHAW
CLERK OF COURT/ROD
DARLINGTON COUNTY, S.C.

LSD

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE 4TH JUDICIAL CIRCUIT
CASE NO: 2015-CP-16-0815

ALLSTATE FIRE & CASUALTY
INSURANCE COMPANY,

Plaintiff(s),

v.

PAMELA GOODWIN,

Defendant(s).

CERTIFICATE OF MAILING

I certify that I have served a copy of the following document(s) on the individuals below named by hand delivery, electronic mail or by depositing a copy in a first class postage pre-paid envelope in the United States mail at Charleston, South Carolina and addressed as follows:

Janice Holmes
Galivan, White & Boyd, P.A.
Post Office Box 7368
Columbia, SC 29202
(803) 779-1833
jholmes@gwblawfirm.com

John T. Lay, Jr.
Post Office Box 7368
Columbia, SC 29202
(803) 779-1833
jlay@gwblawfirm.com

Documents Served

Defendant Goodwin's Answer to Allstate's Declaratory Judgement

This 5 day of Feb, 2016

KAD y

CC: Jim Irvin, Esq.

2016 FEB 11 PM 4:22
SCOTT B. GIBBS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.
FILED

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

ALLSTATE FIRE & CASUALTY
INSURANCE COMPANY

vs.

PAMELA GOODWIN

Plaintiff,

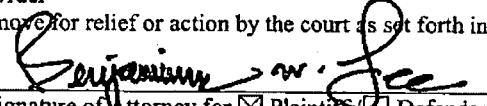
Defendant.

IN THE COURT OF COMMON PLEAS
4TH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-16-0815

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

Plaintiff's Attorney: Benjamin W. Lee; Eric M. Poulin; Roy T. Willey, IV; Matthew L. Nall Bar No. 103213; 100209; 101010; 102329 Address: 32 Ann Street, Charleston, SC 29403 Phone: 843-614-8888 Fax 843-494-5536 E-mail: ben@akimlawfirm.com; eric@akimlawfirm.com; roy@akimlawfirm.com; matt@akimlawfirm.com Other: _____		Defendant's Attorney: A. Johnston Cox, Bar No. 9081 Address: P.O. Box 7368, Columbia, SC 29201 Phone: 803-779-1833 ext 1728 Fax 803-779-1767 E-mail: jcox@gwblawfirm.com Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Motion for Summary Judgment Estimated Time Needed: 15 min Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  Signature of Attorney for ☒ Plaintiff / ☐ Defendant December 1, 2017 Date submitted			
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ 25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____ RECEIVED CLERK OF COURT JAN 1 2017 AM 9:00			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE 4TH JUDICIAL CIRCUIT
CASE NO: 2015-CP-16-0815

ALLSTATE FIRE & CASUALTY
INSURANCE COMPANY,

Plaintiff,

v.

PAMELA GOODWIN,

Defendant.

**DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT AND
MEMORANDUM OF LAW IN
SUPPORT THEREOF**

TO: THIS HONORABLE COURT AND ALL COUNSEL OF RECORD

Comes now Defendant, Pamela Goodwin ("Defendant"), who, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, hereby moves this Honorable Court for entry of an order granting summary judgment as to all claims within Plaintiff, Allstate Fire & Casualty Insurance Company's ("Plaintiff"), Amended Complaint for Declaratory Judgment. In support of this Motion, Defendant is filing a Memorandum of Law herewith, and respectfully requests oral arguments on her Motion.

For the reasons provided herein, Defendant contends that there is no genuine issue as to any material fact and that she is entitled to summary judgment in her favor with respect to this matter. Consequently, Defendant respectfully prays that this Court grant summary judgment in her favor as is requested more fully hereinafter.

BRIEF FACTUAL BACKGROUND

This offer/acceptance contractual dispute originates from an August 2014 automobile versus motorcycle collision. The collision involved Defendant and Plaintiff's insured, Helen Metrotol-Ham ("Ham").¹ (See Ex. 1: Police Report.) Due to Defendant's injuries, Defendant's

¹ Ham is not the named insured on the policy, however that fact is not germane here.

counsel sent a time-limited offer of compromise to Plaintiff requesting payment of all applicable limits. (See Ex. 2: Offer of Compromise (emphasis added).) In this circumstance, Ham's liability limits were \$50,000 in bodily injury and \$50,000 in property damage. (See Ex. 3: Allstate Declarations Page.) Defendant's offer requested payment under both bodily injury and property damage policies. (See Ex. 2 at pp. 3-7.) The offer also requested a payment via certified check. (See Ex. 2 at pp. 3-7.) In response, Plaintiff only tendered Ham's bodily injury limits and a handwritten, "manual" check. (See Ex. 4: Letter Serving Bodily Injury Limits.) Since Plaintiff did not meet the terms of Defendant's offer, the settlement documents and \$50,000 bodily injury manual, non-certified check were returned to Plaintiff. (See Ex. 5: Letter Returning Non-Certified, Manual Check.) Defendant later filed suit against Ham in the Darlington County Court of Common Pleas, which was assigned case number 2015-CP-16-0001.

Plaintiff filed its Amended Complaint for Declaratory Judgment ("DJ") action on November 19, 2015, in this Court. This DJ is one of many similar suits filed by Allstate. (See 2016-CP-14-0167: *Allstate v. Fred Floyd*; 2016-CP-17-187: *Allstate v. Hazel Stephens*.) In its DJ, Plaintiff seeks a declaration that it fulfilled its obligations under its policy and Defendant's Offer. (See Compl. at ¶¶ 24-27.) However, the evidence in this case is clear, based on the terms of Defendant's offer and the terms of Plaintiff's response to same, there was no mirror image acceptance on the part of Plaintiff. Thus, under basic, long-standing common law contract principles, Plaintiff's "acceptance" was effectively a counteroffer, and Defendant is entitled to summary judgment in her favor.

LEGAL STANDARD

Summary judgment is appropriate only if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Rule 56, SCRPC.

In deciding whether a genuine issue of material fact exists, the evidence of the non-moving party is to be believed and all justifiable inferences must be drawn in his favor. See *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). The moving party has the burden of proving that summary judgment is appropriate. Once the moving party makes this showing, however, the opposing party may not rest upon mere allegations or denials, but rather must, by affidavits or other means permitted by the rule, set forth specific facts showing that there is a genuine issue for trial. See Rule 56, SCRCP; see also *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986).

A party asserting that a fact is genuinely disputed must support the assertion by citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials. Rule 56, SCRCP. A litigant "cannot create a genuine issue of material fact through mere speculation or the building of one inference upon another." *Beale v. Hardy*, 769 F.2d 213, 214 (4th Cir. 1985). Therefore, "[m]ere unsupported speculation . . . is not enough to defeat a summary judgment motion." *Ennis v. Nat'l Ass'n of Bus. & Educ. Radio, Inc.*, 53 F.3d 55, 62 (4th Cir. 1995).

"[W]here the record taken as a whole could not lead a rational trier of fact to find for the non-moving party, disposition by summary judgment is appropriate." *Teamsters Joint Council No. 83 v. Centra, Inc.*, 947 F.2d 115, 119 (4th Cir. 1996). The court must determine "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." *Anderson*, 477 U.S. at 251-52.

ARGUMENT

"A suit seeking a declaratory judgment is neither legal nor equitable; rather, it is determined by the nature of the underlying issue. . . The interpretation of a contract is an action at law."

Alexander's Land Co., L.L.C. v. M & M & K Corp., 390 S.C. 582, 591–92, 703 S.E.2d 207, 212 (2010). The purpose of Plaintiff's DJ is purely to determine whether or not Plaintiff complied with Defendant's offer. Plaintiff seeks a judicial declaration that it met the terms of Defendant's offer. Accordingly, there are only two results that arise from Plaintiff's DJ: (1) the Court finds that Plaintiff complied with Defendant's offer; or (2) the Court finds that Plaintiff did not comply with Defendant's offer.

"Nothing is better settled than that in order to constitute a contract there must be an offer on one side and an unconditional acceptance on the other. *Sossaman v. Littlejohn*, 241 S.C. 478, 485-86, 128 S.E.2d 124, 127 (1963) (quoting *Cohn v. Penn. Beverage Co.*, 313 Pa. 169 A. 768). It is well established that, in order to constitute a contract, "the acceptance of the offer *must be absolute and identical* with the terms of the offer. *Id.* Thus, if one party offers another party to do a definite thing, and that other party accepts conditionally or proffers a new term into the acceptance, his answer is nothing more than a counter proposal. *Id.* (holding that the time and manner of payment on a contractual obligation is a material part of a transaction, and where plaintiff proposed his alleged acceptance conditions other than cash upon delivery was a counter proposal, not a contractual acceptance); *see also* Restatement (Second) of Contracts § 59 (1981) ("A reply to an offer which purports to accept it but is conditional on the offeror's assent to terms additional to or different from those offered is not an acceptance but is a counter-offer.").

Here, due to Defendant's injuries, Defendant's counsel sent a time-limited offer of compromise to Plaintiff requesting payment of all applicable limits. (See Ex. 2: Offer of Compromise (emphasis added).) In this circumstance, Ham's liability limits were \$50,000 in bodily injury and \$50,000 in property damage. (See Ex. 3: Allstate Declarations Page.) Defendant's offer requested payment under both bodily injury and property damage policies. (See

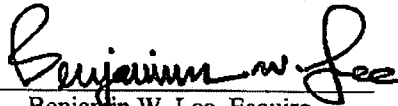
Ex. 2 at pp. 3-7 (emphasis added).) The offer also requested a payment via certified check. (See Ex. 2 at pp. 3-7 (emphasis added).) In response, Plaintiff only tendered Ham's bodily injury limits and a hand-written, "manual" check. (See Ex. 4: Letter Serving Bodily Injury Limits.) Since Plaintiff did not meet the terms of Defendant's offer, the settlement documents and \$50,000 bodily injury manual, non-certified check were returned to Plaintiff because Plaintiff's purported acceptance was not a mirror image of the terms of Defendant's offer. (See Ex. 5: Letter Returning Non-Certified, Manual Check.) Thus, under the long-standing tenants of common law contract law, as set forth herein, Plaintiff's tender in response to Defendant's offer was nothing more than a counter proposal, and Defendant is entitled to summary judgment on the DJ as a matter of law.

CONCLUSION

Therefore, based on the foregoing discussion and analysis, Defendant's Motion for Summary Judgment should be granted.

Respectfully submitted,

ANASTOPOULO LAW FIRM, LLC

BY: 

Benjamin W. Lee, Esquire
S.C. Bar No.: 103213
Eric M. Poulin, Esquire
S.C. Bar No.: 100209
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32 Ann Street
Charleston, S.C. 29403
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ATTORNEYS FOR DEFENDANT

Charleston, South Carolina
December 1, 2017

ORIGINAL

STAPLE HERE

AUG 27 2014

SOUTH CAROLINA DMV'S & DMV USE ONLY				SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM				# of Units		Arrested - Month Day of Year		Arrested	
14029696				TR-310 (Rev. 11/2013)				2		1837		1939	
Date	Time of Collision	County	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- PP	Collision Location (Rt. # / Name)				7- Motorist 8- Pedestrian 9- Other	10- Connection 11- Business 12- Other	In / Near City or Town of		
8-20-14	1:55 PM	14	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- PP	10 / E HOME AVE				7- Motorist 8- Pedestrian 9- Other	10- Connection 11- Business 12- Other	HARTSVILLE		
Case # / Dr.	Distance Other	Direction	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Base Information (Rt. # / Name)				13- Motorist 14- Pedestrian 15- Other	16- Connection 17- Business 18- Other	GPS COORDINATES DD DD DD.000 DEGREES MINUTES SECONDS		
1 / 2	5	N	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	130 / LEESBURG				13- Motorist 14- Pedestrian 15- Other	16- Connection 17- Business 18- Other	Latitude 34.22.5246 Longitude 80.03.3136		
R.R. Id.	From	Ramp Only	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Second Intersection (Rt. # / Name)				19- Motorist 20- Pedestrian 21- Other	22- Connection 23- Business 24- Other			
NA	N E	1- Entrance 2- Exit	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	ACAPALAMA				19- Motorist 20- Pedestrian 21- Other	22- Connection 23- Business 24- Other			
D-004969 Driver/Pedestrian's Full Name HAM - HELEN MOTRON													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
1	F	W	410 CHEROKEE ST	HARTSVILLE, SC 29550	SC	004791915	D	ALLSTATE	10	SU	FORD	2FMDXJKK22A066946	
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC	004791915	D	ALLSTATE	10	SU	FORD	2FMDXJKK22A066946						
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
44312574318		AS		SC	004791915	D	ALLSTATE	10	SU	FORD	2FMDXJKK22A066946		
Contributed To Collision Yes No													
Driver													
D-004970 Driver/Pedestrian's Full Name GOODMAN - PAMELA R													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
1	F	W	17665 HURVILLE, SC 29550	HURVILLE, SC 29550	SC	008522163	DM	MARKET	07	AL	YAMAHA	JYALP11E01A017065	
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC	008522163	DM	MARKET	07	AL	YAMAHA	JYALP11E01A017065						
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
8434964419		SWIPES - RICKIE		SC	008522163	DM	MARKET	07	AL	YAMAHA	JYALP11E01A017065		
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004971 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004972 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004973 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004974 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004975 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004976 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004977 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004978 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004979 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004980 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004981 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004982 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004983 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004984 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004985 Driver/Pedestrian's Full Name													
Unit #	Sex	Race	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #
NA					SC								
State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #					
SC													
Home Telephone	Cell Telephone	Street	City, State, & Zip	State	Driver's License #	Class	Insurance Company	Year	Body	Vehicle Make	VIN #	Owner's D.L. #	
				SC									
Contributed To Collision Yes No													
HARTSVILLE, SC 29550													
D-004986 Driver/Pedestrian's Full Name													
Unit #	Sex	Race											

Unit	Date of BMB	Sec	Rece	INH	Seal	R/R	A/B	Event	LA	Tram	Name	Street Address	Zip Code
1	6-26-54	P	W	2	01	13	47	1	1	2			
2	7-6-65	F	W	3	2	70	00	7	3	1	1	SAME AS ABOVE	

Race 1-A-Asian/Pacific Islander 2-African American 3-Hispanic 4-Other 5-Unknown			Age 1-18 2-19 3-20 4-21 5-22 6-23 7-24 8-25 9-26 10-27 11-28 12-29 13-30 14-31 15-32 16-33 17-34 18-35 19-36 20-37 21-38 22-39 23-40 24-41 25-42 26-43 27-44 28-45 29-46 30-47 31-48 32-49 33-50 34-51 35-52 36-53 37-54 38-55 39-56 40-57 41-58 42-59 43-60 44-61 45-62 46-63 47-64 48-65 49-66 50-67 51-68 52-69 53-70 54-71 55-72 56-73 57-74 58-75 59-80 60-85 86-90 91-95 96-100			Sex 1-Male 2-Female 3-Unknown			Occupation 1-Student 2-Teacher 3-Engineer 4-Doctor 5-Lawyer 6-Judge 7-Officer 8-Firefighter 9-Pilot 10-Nurse 11-Reporter 12-Artist 13-Writer 14-Musician 15-Actor 16-Dancer 17-Singer 18-Model 19-Designer 20-Scientist 21-Inventor 22-Entrepreneur 23-Executive 24-Manager 25-Supervisor 26-Inspector 27-Inspector 28-Inspector 29-Inspector 30-Inspector 31-Inspector 32-Inspector 33-Inspector 34-Inspector 35-Inspector 36-Inspector 37-Inspector 38-Inspector 39-Inspector 40-Inspector 41-Inspector 42-Inspector 43-Inspector 44-Inspector 45-Inspector 46-Inspector 47-Inspector 48-Inspector 49-Inspector 50-Inspector 51-Inspector 52-Inspector 53-Inspector 54-Inspector 55-Inspector 56-Inspector 57-Inspector 58-Inspector 59-Inspector 60-Inspector 61-Inspector 62-Inspector 63-Inspector 64-Inspector 65-Inspector 66-Inspector 67-Inspector 68-Inspector 69-Inspector 70-Inspector 71-Inspector 72-Inspector 73-Inspector 74-Inspector 75-Inspector 76-Inspector 77-Inspector 78-Inspector 79-Inspector 80-Inspector 81-Inspector 82-Inspector 83-Inspector 84-Inspector 85-Inspector 86-Inspector 87-Inspector 88-Inspector 89-Inspector 90-Inspector 91-Inspector 92-Inspector 93-Inspector 94-Inspector 95-Inspector 96-Inspector 97-Inspector 98-Inspector 99-Inspector 100-Inspector			Vehicle 1-Car 2-Truck 3-Bus 4-Motorcycle 5-Bicycle 6-Scooter 7-Other			Location 1-Home 2-Work 3-School 4-Other			Time 1-0000 2-0001 3-0002 4-0003 5-0004 6-0005 7-0006 8-0007 9-0008 10-0009 11-0010 12-0011 13-0012 14-0013 15-0014 16-0015 17-0016 18-0017 19-0018 20-0019 21-0020 22-0021 23-0022 24-0023 25-0024 26-0025 27-0026 28-0027 29-0028 30-0029 31-0030 32-0031 33-0032 34-0033 35-0034 36-0035 37-0036 38-0037 39-0038 40-0039 41-0040 42-0041 43-0042 44-0043 45-0044 46-0045 47-0046 48-0047 49-0048 50-0049 51-0050 52-0051 53-0052 54-0053 55-0054 56-0055 57-0056 58-0057 59-0058 60-0059 61-0060 62-0061 63-0062 64-0063 65-0064 66-0065 67-0066 68-0067 69-0068 70-0069 71-0070 72-0071 73-0072 74-0073 75-0074 76-0075 77-0076 78-0077 79-0078 80-0079 81-0080 82-0081 83-0082 84-0083 85-0084 86-0085 87-0086 88-0087 89-0088 90-0089 91-0090 92-0091 93-0092 94-0093 95-0094 96-0095 97-0096 98-0097 99-0098 100-0099		

Sequence of Events 1-First 2-Second 3-Third 4-Fourth 5-Fifth 6-Sixth 7-Seventh 8-Eighth 9-Ninth 10-Tenth 11-Eleventh 12-Twelfth 13-Thirteenth 14-Fourteenth 15-Fifteenth 16-Sixteenth 17-Seventeenth 18-Eighteenth 19-Nineteenth 20-Twentieth 21-Twenty-first 22-Twenty-second 23-Twenty-third 24-Twenty-fourth 25-Twenty-fifth 26-Twenty-sixth 27-Twenty-seventh 28-Twenty-eighth 29-Twenty-ninth 30-Thirtieth 31-Thirtieth 32-Thirtieth 33-Thirtieth 34-Thirtieth 35-Thirtieth 36-Thirtieth 37-Thirtieth 38-Thirtieth 39-Thirtieth 40-Thirtieth 41-Thirtieth 42-Thirtieth 43-Thirtieth 44-Thirtieth 45-Thirtieth 46-Thirtieth 47-Thirtieth 48-Thirtieth 49-Thirtieth 50-Thirtieth 51-Thirtieth 52-Thirtieth 53-Thirtieth 54-Thirtieth 55-Thirtieth 56-Thirtieth 57-Thirtieth 58-Thirtieth 59-Thirtieth 60-Thirtieth 61-Thirtieth 62-Thirtieth 63-Thirtieth 64-Thirtieth 65-Thirtieth 66-Thirtieth 67-Thirtieth 68-Thirtieth 69-Thirtieth 70-Thirtieth 71-Thirtieth 72-Thirtieth 73-Thirtieth 74-Thirtieth 75-Thirtieth 76-Thirtieth 77-Thirtieth 78-Thirtieth 79-Thirtieth 80-Thirtieth 81-Thirtieth 82-Thirtieth 83-Thirtieth 84-Thirtieth 85-Thirtieth 86-Thirtieth 87-Thirtieth 88-Thirtieth 89-Thirtieth 90-Thirtieth 91-Thirtieth 92-Thirtieth 93-Thirtieth 94-Thirtieth 95-Thirtieth 96-Thirtieth 97-Thirtieth 98-Thirtieth 99-Thirtieth 100-Thirtieth		Location After Impact 1-Not Applicable 2-Unknown 3-Other		Transported to Medical Facility 1-Yes 2-No 3-Unknown		Restraint/Seatbelt Device 1-Not Used 2-Used 3-Unknown	

Vehicle Type 1-Car 2-Truck 3-Bus 4-Motorcycle 5-Bicycle 6-Scooter 7-Other		Vehicle Use Code 1-Private 2-Commercial 3-Other		Vehicle Attachments 1-None 2-Other		Action Prior to Impact 1-None 2-Other		Weather Condition 1-Clear 2-Cloudy 3-Rain 4-Snow 5-Fog 6-Other		Light Condition 1-Dark 2-Light 3-Other		Junction Type 1-Intersection 2-Other		Contributing Factors 1-None 2-Other		Primary Cause 1-None 2-Other		Secondary Cause 1-None 2-Other		Vehicle Condition 1-None 2-Other	

Akim A. Anastopoulos (SC)
Renee M. Anderson (SC)
John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (GA)(NC)(SC)
Casey Van Valkenburgh (SC)(IL)
Philip Heath Ward (SC)
Roy T. Willey, IV (SC)
*Affiliate Counsel

ANASTOPOULO LAW FIRM

Toll Free: 1 (800) 313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
www.AkimLawFirm.com

Friday, December 12, 2014

PRIVILEGED AND CONFIDENTIAL:
RELATING TO SETTLEMENT DISCUSSIONS

Sonya Wise
Allstate Fire & Casualty Insurance Company
P. O. Box 7068
Columbia, SC 29202-7068

RE:	My Client(s):	Pamela Goodwin
	DOL:	August 20, 2014
	Claim #:	0338287329
	Pages:	10, Not Including Enclosures

FILED
2017 DEC -7 AM 9:00
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
CHARLINGTON COUNTY, S.C.

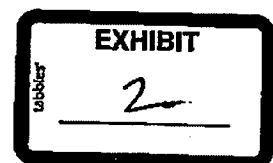
Dear Ms. Wise:

INADMISSIBILITY OF OFFER OF COMPROMISE

Pursuant to South Carolina Rule of Evidence, Rule 408, statements made in compromise negotiations are not admissible at trial. This rule is identical to the Federal Rule and designed to encourage the settlement of controversies by permitting parties to discuss their cases candidly with the assurance that admissions and proposals for compromise made in the course of their good-faith settlement negotiations may not be used against them to later prove liability. Hunter v. Hyder, 236 S.C. 378, 114 S.E.2d 493 (1960). However, evidence of an offer to compromise may be admissible for some other purpose. Meehan v. Commercial Casualty Ins. Co., 166 S.C. 496, 165 S.E. 194 (1932). This entire letter and all of the exhibits attached are submitted with a view toward compromise of this claim. If you do not agree that everything that follows is inadmissible during the litigation of this matter, please stop reading and immediately destroy this letter and its attachments and immediately notify us of your refusal to review our attempt to compromise this claim.

OFFER OF COMPROMISE

This notice, demand, and offer of compromise is directed to you as the insurer of Helen Ham. This letter is written to submit an offer of compromise regarding Pamela Goodwin's claims against your insured(s) in the above-referenced matter. Additionally, this letter places



you on notice, consistent with the dictates of Tyger River Pine Co. v. Maryland Casualty Co., 170 S.C. 286, 170 S.E. 346 (1933) of a time-limited demand for the payment of policy limits of Helen Ham's insurance coverage.

I. LIABILITY OF HELEN HAM

On the evening of August 20th, 2014, at or about 6:30 pm, Ms. Pamela R. Goodwin, my client, was travelling down E. Home Avenue in Hartsville, South Carolina on a Yamaha motorcycle. The sun had not yet set, (Source: U.S. Naval Observatory). Ms. Ham pulled out from the stop at the intersection of E. Home Avenue and Lee Street, without looking, to make a left turn. Ms. Ham chose to drive at an excessive rate of speed, and did not keep a proper look out, endangering the lives of everyone in her path. Unfortunately, the Goodwin family, and Ms. Pamela Goodwin, became her victims.

Ms. Goodwin loved to ride motorcycles. She worked full-time as a bartender at Larry Moore's Bar and Grill. On August 20th, 2014, she left her home to go to work. She was riding her cousin's motorcycle. At the same time Ms. Goodwin was traveling along E. Home Ave., Ms. Ham came to the stop sign at the corner of Home Ave. and Lee Street. Ms. Goodwin made it to the intersection. She remembers seeing Ms. Ham's vehicle pull out into the intersection. Ms. Goodwin tried to swerve so that she would not be hit, but Ms. Ham was driving too fast and did not see Ms. Goodwin. Ms. Ham's vehicle smashed into Ms. Goodwin's leg and the motorcycle. The impact of the Ms. Ham's vehicle against the motorcycle launched Ms. Goodwin through the air into the woods. The impact of the collision and the resulting landing caused Ms. Goodwin severe injuries. The first thing she noticed when she came to was that her foot was bent completely backward toward her knee. Ms. Goodwin was in severe pain. The emergency first-responders had to cut off Ms. Goodwin's pants and boots just to treat her.

Ms. Goodwin was severely injured because Ms. Ham failed to keep a proper lookout before pulling out into traffic to make her left turn. Ms. Ham negligently accelerated to a high speed before looking both ways, and broad-sided Ms. Goodwin. It is possible that Ms. Ham was distracted by the use of her cell phone, or otherwise, as she made her turn, but it is undisputed that she did not react in any manner before striking Mr. Goodwin. In fact, the police officer that responded to the scene stated in his report that Ms. Ham "failed to yield" when she pulled out and struck Ms. Goodwin, knocking her off the motorcycle and causing her substantial, excruciating, and debilitating injuries (See Exhibit A, Police Report).

In a lineal sense, there are three factors that Ms. Ham had control over that would have aided her reaction time. First, she could have been travelling at a lower rate of speed. Travelling at a lower rate of speed would have allowed her to avoid striking and injuring Ms. Goodwin, since she would have had more time to react once she saw her, and/or would have had the opportunity to brake or swerve. Second, she could have been not distracted while driving. If Ms. Ham was not distracted she could have seen Ms. Goodwin sooner, thereby affording her more time to react and avoid striking him. Third, she could have kept a proper lookout before making a turn on a busy street. Unfortunately, she did not avoid Ms. Goodwin, and as a result Ms. Goodwin was injured, making liability in this case clear.

II. DAMAGES

Pamela Goodwin's Injuries

Ms. Goodwin was a full-time bartender at Larry Moore's Bar & Grill. She had just become a grandmother at the time she was injured. She was on her way to work when Ms. Ham pulled out and knocked Ms. Goodwin off the motorcycle on August 20th, 2014.

Unfortunately, and due to the driving of Ms. Ham, Ms. Goodwin sustained catastrophic bodily injuries due the total body blunt force trauma from the vehicle driven by Ms. Ham inflicted upon her, and the subsequent impact with the ground and pavement (See Exhibit B, Medical Records). The impact resulted in Ms. Goodwin sustaining a crushed femur, broken in six places, and a broken foot. She no longer can work as a result of these injuries. Ms. Goodwin went through several operations. She almost lost both a leg and a foot. She will not be able to put weight on her feet for six months. As a result, Ms. Went from making \$250 per week from her side jobs, and \$800 per week from her job at Larry Moore's Bar & Grill, to making absolutely nothing. Ms. Goodwin cannot play with her grandchild, she cannot walk, she cannot ride horses or motorcycles, she cannot work, and she cannot live the life she was living before the incident, unfortunately, and due to Ms. Ham's driving Ms. Goodwin went from a life of independence to requiring in-home care.

Summary of Damages

Under South Carolina law, Ms. Goodwin is entitled to damages under a negligence claim. The value of negligence claims vary widely from anywhere between several hundred thousand, and several hundred million dollars. Ms. Goodwin is also entitled to receive compensation for her property damage, as well as punitive damages.

Ms. Goodwin suffered catastrophic injuries, and has permanent damages. Her medical bills alone are approaching \$100,000.00, without taking into consideration any future surgeries or therapy she may need. Therefore, we conservatively estimate the value of this claim at \$1,200,000.00.

Estimated Value: \$1,200,000.00

Punitive Damages

Please also be aware that striking a motorist due to recklessness, distracted driving, and other willful and wanton behavior subjects Ms. Ham to punitive damages, and that punitive damages may not be able to be discharged in bankruptcy under federal law or South Carolina law. Please be aware that, based on past precedent we expect this case to yield a verdict in excess of the policy limits. Accordingly, if you force this case to trial, the verdict is unlikely to be discharged in bankruptcy and we will follow Helen Ham for the rest of her life and take any property, and possessions she may ever accumulate until the verdict is paid in full.

From 2008 to 2010, South Carolina was one of the five worst states for motor vehicle safety, making potential jurors acutely aware of the risks of distracted and reckless driving.

As a result, potential jurors may know, or know of, someone who was injured or killed as a result of reckless driving. It is our belief these facts will drive the verdict in this case to be particularly harsh. It is our hope that this case will stop Ms. Ham from ever driving while

distracted and recklessly again.

III. **DEMAND PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933), and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).**

Based on Helen Ham's reckless driving and complete disregard for the safety of others on the road, the fact that she was likely distracted at the time she caused her vehicle to strike Ms. Goodwin, the fact that punitive damages will be imposed against Ms. Ham, the catastrophic injuries to Ms. Goodwin, her lost wages, and her ongoing pain and mental anguish, which she will experience for the rest of her life, we conservatively estimate the value of this case to be in excess of the policy limits. As there is a possibility that underinsured motorist coverage may be available to Pamela Goodwin, we cannot offer a full and final release at this time. Instead, we require payment of the policy limits of all applicable policies, under which you insure Helen Ham in a form that will not prejudice our client's right to seek recovery from any other insurance carriers. This offer of compromise requires that policy limits are **RECEIVED**¹ no later than 5:00 p.m. EDT on 12/27/2014, and requires that Helen Ham provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss. **THIS OFFER OF COMPROMISE INCLUDES A TIME-LIMITED DEMAND FOR PAYMENT OF POLICY LIMITS, AND, AT 5:00 P.M. EDT ON 12/27/2014, THIS OFFER WILL BE WITHDRAWN AND WE WILL OBTAIN AN EXCESS JUDGMENT AGAINST YOUR INSURED(S) WHICH WILL, IN TURN PROVIDE YOUR INSURED(S) WITH A CLAIM AGAINST ALLSTATE FIRE & CASUALTY INSURANCE COMPANY PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933) and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).** Please be aware that our demand for policy limits is not negotiable and that **ALL** conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn, and we will obtain an excess judgment against your insured and enforce it against her assets.* This offer of compromise does not include the resolution of any claims for any person's or entities other than those injury and property damage claims made by Ms. Goodwin. *Accordingly, any request for a release of claims for other persons or entities and/or any request for indemnification will constitute a counteroffer and rejection of this offer of compromise.*² *If you include indemnification or a release of claims that could be made by*

¹ Settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company as follows: Pamela Goodwin and the Anastopoulos Law Firm, LLC. The checks must be **RECEIVED** in my office no later than 5:00pm EDT on December 27, 2014. Anastopoulos Law Firm, LLC's Tax I.D. Number is 452775649. For your convenience, our firm's W-9 is also attached hereto (Exhibit C). These funds should be mailed to 2557 Ashley Phosphate Road, North Charleston, SC 29418.

² Please be aware that we have done everything reasonable to warn you that even a mere request for indemnification or a mere request for the waiver of any other rights or claims, including claims for loss of consortium or claims that could be made by or on behalf of any other person or entity, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it

other persons or entities in the proposed Release you send to us, it will constitute a counteroffer and rejection of this offer of compromise even if you claim in a cover letter or other documents that you send to us that you have accepted our offer. Acceptance of this offer specifically requires you to prove a proposed Release that complied with this offer by the above deadline.³ Moreover, if there is any language in the proposed Release or any other documents you send us that requires or even requests Pamela Goodwin to make representations or warranties regarding the absence of medical liens or hospital liens or bankruptcy proceedings relating to Pamela Goodwin, the requirement or request will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. is perfectly capable of reviewing court records to verify this information, and attempting to shift the cost of verifying this information to our client(s) is not acceptable and will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.⁴ Accordingly, please be aware that a requirement or even a request for a "Lien Affidavit" or similar document

was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

³ Please do not attempt to send a proposed Release that includes indemnification or a release of any claims that could be brought by or on behalf of any person or entity other than our client, as we do not represent these persons or entities. The insurance company tactic of including indemnification or a release of unrelated parties in the proposed Release will not work against this firm and its clients. Please be aware that you cannot get around this requirement by sending a cover letter with a non-compliant proposed Release that says your "proposed Release is not a counteroffer." *If you send a proposed Release that includes indemnification or that violates any other terms of this offer, it is a counteroffer regardless of whatever you put in your cover letter.* Pursuant to this offer of compromise, your insurance company cannot provide a letter that says it accepts our offer and then try to trick us by providing a proposed Release that does not comply with our offer. Do not put indemnification language in the proposed Release you send to us in the hope that we will sign your proposed Release without reading it or in the hope that we will rely on a representation in your cover letter that you have accepted our offer of compromise when you have not provided a compliant release. If you do put indemnification language in the proposed Release, it is a counteroffer even if you try to say it is not, and, if you try this tactic, we will proceed to verdict and take your insured's assets until it is paid in full. Please also keep in mind that a proposed Release that includes the release of "any and all claims" would necessarily include claims not covered under this offer of compromise, such as loss of consortium, and is also a counteroffer and rejection. Instead of acting in bad faith and trying to trick us, please just send a reasonable proposed Release that does not include indemnification or the release of property damage claims. Acceptance of this offer of compromise requires you to make your acceptance through performance and not just mere words or promises. Part of the performance required to accept this offer is for you to deliver a proposed Release with the settlement check. Additionally, the proposed Release that is delivered with the settlement check must comply with the terms of this offer. *Regardless of what you might say in your cover letter, if the proposed Release does not comply with this offer, it is a rejection and counteroffer.*

⁴ Please be aware that we have done everything reasonable to warn you that even a mere request for warranties or representations regarding the absence of medical liens or hospital liens or bankruptcy proceedings will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise.

by any other name will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Additionally, please be aware that it will be deemed a counteroffer and rejection of this offer of compromise if it requires or even requests the release of any individuals or entities other than Helen Ham and .⁵ Moreover, please be aware that it will only be released with respect to the bodily injury and property damage coverages of the subject policy and that it will not be released with respect to any other policies or coverages not identified herein. Payment must be made as described herein, and payment by any other method, including payment through the registry of any court or through the filing of an interpleader action, will not satisfy the terms of this offer of compromise and will result in the immediate and automatic withdrawal of this offer of compromise. Additionally, filing a declaratory judgment action will result in the immediate, automatic, and permanent withdrawal of this offer of compromise. Please be aware that, under South Carolina law, our offer of compromise must be accepted unequivocally and without variance of any sort and that a purported acceptance of this offer of compromise which imposes *or even requests* conditions beyond those contained in this offer will be construed as a counteroffer and rejection. Please also be aware, that under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See *Maxton v. Payes*, 313 S.C. 109, 437 S.E.2d 66 (1993). Additionally, any attempted counteroffer by will be deemed a rejection of our offer of compromise and will result in the immediate and permanent withdrawal of our offer of compromise. Furthermore, please be aware that sworn and notarized statements that there is no other insurance coverage that could pertain to this loss must accompany your payment of policy limits. For your convenience, we have provided an affidavit that meets this condition. *Please be aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.* Additionally, even if you send a cover letter that claims to "unconditionally" or "unequivocally" accept our offer of compromise, but you also send a proposed Release, a settlement check, or any other documents that include any conditions or provisions that are not part of this offer, it will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Please do not attempt to trick us by saying in a letter that you accept our offer of compromise and then trying to sneak in additional terms that are not part of our offer. Our offer of compromise must be

⁵ Please be aware that we have done everything reasonable to warn you that even a mere request for the release of any individuals or entities other than Helen Ham and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. *Moreover, please be aware that it will only be released with respect to the bodily injury and property damage coverages of the subject policy and that it will not be released with respect to any other policies or coverages not identified herein and that a request or requirement for a general release or a full and final release of will be a counteroffer and rejection of this offer of compromise.* Please do not place any additional releases on the settlement check, in the proposed Release, or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any request for the release of any individuals or entities other than Helen Ham and as described herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise. Once again, if you send a proposed Release that purports to release any additional individuals or entities, it will be a counteroffer and rejection regardless of any claims of acceptance you make in a cover letter or any other documents you send to us. This offer of compromise requires you to deliver a proposed Release that complies with the terms of this offer of compromise. This offer of compromise requires you to make your acceptance through performance and not just mere words or promises.

accepted by your insurance company's performance of the requirements of this letter and not by mere words that claims to accept the offer. Regardless of any statement that your insurance company has accepted or is accepting our offer of compromise, if your insurance company's actions and documents (i.e., your proposed Release, settlement check, etc.) do not comply with our offer of compromise, it will be a counteroffer and rejection of our offer. Acceptance of this offer of compromise requires performance and not just mere words or promises. Accordingly, in order to accept this offer of compromise, you must meet all of the terms and conditions of this offer of compromise, including, but not limited to, providing payment and a proposed Release that comply with the terms of this offer of compromise.

Please be aware that the only release we will accept is one that is limited in its scope to protecting your insured from Pamela Goodwin's rights to the personal assets of your insured. *Additionally, this offer relates only to personal injury and property damage claims (and not claims that could be made on behalf of any other person or entity); accordingly, a proposed Release or a statement on the settlement check or any other documents you send to us that purports to release or resolve "any and all claims" will be considered as a counteroffer and rejection of this offer, resulting in the immediate and permanent withdrawal of this offer.* Pamela Goodwin must not be prevented in any way from making a claim against her own insurance carriers. Despite the limited scope of our offer, our offer will protect the interests of your insured because it would only allow Pamela Goodwin to seek the proceeds of their own coverage and other applicable insurance policies relating to personal injuries and it would prevent Pamela Goodwin from seeking the assets of your insured as compensation for the personal injuries and property damages described herein.⁶ If you do not pay policy limits and meet the other requirements contained in this offer within the specified time limit, we will withdraw our offer of compromise and we will obtain an excess judgment against your insured and enforce it against her assets. In view of existing circumstances, we believe your insurance company should accord its insured the same faithful consideration it gives its own interests. If you do not pay policy limits in this case and meet the other requirements contained in this offer, pursuant to the terms of this offer of compromise, Helen Ham may be able to sue your company for compensatory and punitive damages for bad-faith failure to properly adjust this claim. Please explain to Helen Ham that she has the right to hire an attorney to represent her against Allstate Fire & Casualty Insurance Company and that she has the right to demand that you pay this demand in order to protect her property and possessions.

Please be aware that this letter constitutes Pamela Goodwin's formal offer and that no oral representations made before or after this letter can alter the terms of this offer. If, for any reason, this firm agrees to change this offer in any way, such changes can and will be made only in a writing that is signed by a member of this firm. The purpose of this paragraph is to specifically prevent from claiming that this offer was modified in any way by an oral communication. *Please be aware that, unless there has been a specific writing signed by a member of this firm that specifically changes this offer, the offer made by this letter has not been changed.* Additionally, there are and will be no oral offers made to resolve this case.

⁶ Please be aware that it is our current belief that Pamela Goodwin may have had underinsured motorist coverage with policy limits far below the full value of this case. However, she may also have no coverage at all. Accordingly, since there is only a small amount of underinsured motorist coverage compared to the actual value of this case, 's acceptance of this offer provides the greatest possible amount of protection for its insured. Thus, if fails to accept this offer, it will be exposing its insured to substantial excess liability and acting in bad faith towards its insured.

Accordingly, please do not attempt to claim that there has been an oral offer to resolve this case because there has not been and will not be such an offer. *Any offer to resolve this case by Pamela Goodwin must be made in writing and any acceptance of that offer must be made through performance of the provisions of this offer of compromise in order for this firm and Pamela Goodwin to agree that a binding agreement has been formed. Specifically, this offer of compromise cannot be accepted by a mere statement of unconditional acceptance of this offer; instead, acceptance of this offer requires full performance of all terms and conditions of this offer. If any condition or requirement is not met by the specified deadline or if any additional condition or requirement is imposed upon Pamela Goodwin, then there has been no acceptance and no agreement.*

We have supplied you with all information necessary to evaluate this offer of compromise⁷; however, should you have any questions regarding this offer of compromise, please do not hesitate to contact me at (843) 614-8888. Additionally, although any requirement or request for terms and conditions of settlement and compromise that are not approved herein will constitute a counteroffer and rejection of this offer of compromise, if you feel that any part of this letter needs clarification in order for you to comply with its terms, we will be happy to offer any clarification of terms so that you have a full and fair opportunity to comply with this offer. Of course, this letter relates to discussions involving settlement and compromise, and nothing contained herein shall be deemed admissible except to enforce a claim for bad-faith failure to properly adjust this claim.

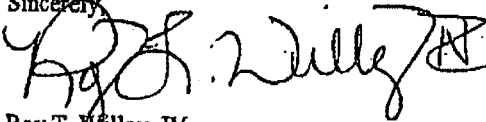
⁷ Please be aware that we have provided you willful and sufficient information to evaluate this offer of compromise and to compel your insurance company to pay its policy limits as demanded. Nevertheless, we are aware that many insurance companies request unnecessary additional information within a few days of the deadline for payment as a tactic to delay the resolution of a case. We are aware that insurance companies make more money when settlements are delayed because the insurance company can continue to earn investment income from the settlement money for as long as the insurance company can maintain possession of the settlement funds. We are aware that many insurance companies use the tactic of requesting unnecessary additional information to delay payment, but it will not work against this firm and its clients. Additionally, in the unlikely event that there is a legitimate need for additional information, we will have to request that information from another party. Therefore, any request for additional information must be made as soon as possible and at least ten (10) days before the deadline so that we will have a reasonable opportunity to try and obtain the requested information. We have done everything reasonable to warn you that this offer of compromise includes a time-limited demand for the payment of policy limits. Please be aware that the deadline for payment and compliance with all other terms will not be extended based on a request for additional information because this offer of compromise already includes more than enough information to compel payment. Please do not place your insured's assets in jeopardy by incorrectly assuming that a request for additional information will extend the deadline of this offer of compromise. Failure to meet the deadline for any reason will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pee Dee: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach • Columbia • Orangeburg • Wilmington, North Carolina

I look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Roy T. Willey, IV". The signature is fluid and cursive, with a large initial "R" and "W".

Roy T. Willey, IV

RTW/
Enclosures

AFFIDAVIT OF HELEN HAM

Personally appeared before me who, being duly sworn, states as follows:

1. My name is Helen Ham
2. As of August 20, 2014, I was known as Helen Ham.
3. I am over the age of 18, and as of August 20, 2014, resided in Darlington County, South Carolina.
4. On August 20, 2014, I was involved in a motor vehicle collision whereby the vehicle I was driving and injured Ms. Pam Goodwin.
5. At that time, the vehicle I was driving had a policy of insurance issued by Allstate Insurance Company.
6. That as of August 20, 2014, there were no other policies of insurance that would apply to compensate Pamela Goodwin for the losses incurred on that date.

FURTHER AFFIANT SAYETH NOT.

Helen Ham

Sworn to and Subscribed before me this

____ day of _____ 2014

Notary Public for _____

My Commission Expires _____



CLAIM# 0338287329

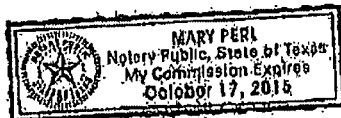
To Whom It May Concern:

I, Patricia Torres, employee of Allstate Insurance Company living, Texas,
do certify that the enclosed is a copy of policy and or declaration page for the above
claim number, showing the coverages that were on the policy at the time of loss
of 08/20/2014. The enclosed copy of policy and or declaration
page was printed and mailed through Allstate's Output Processing Center.

Patricia Torres
Claim Support

State of Texas, County of Dallas

On this 17th day of November 2014, before me personally
appeared Patricia Torres to me known to be the person who executed the
foregoing instrument and acknowledged that he/she executed the same as a free act
and deed.



Mary Perl
Notary Public



Renewal auto policy declarations
 Policy number: **963 663 378**
 Policy effective date: **May 27, 2014**
 Your Allstate agency is **James H Potter**
(843) 662-7100



Page 3 of 4

Coverage detail for 2010 Ford Truck Edge

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance			
Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$116.92
Property Damage	\$50,000 each accident	Not applicable	\$54.34
Uninsured Motorists Insurance			
Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$16.90
Property Damage	\$50,000 each accident	\$200	
Underinsured Motorists Insurance			
Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$39.20
Property Damage	\$50,000 each accident		
Auto Collision Insurance	Actual cash value	\$500	\$137.32
(Safe Driving Deductible Reward - deductible reduction amount available is \$0)			
Auto Comprehensive Insurance	Actual cash value	\$500	\$73.27
Towing and Labor Costs	\$100 each disablement	Not applicable	\$6.40
Rental Reimbursement	up to \$40 per day for a maximum of 30 days	Not applicable	\$23.66
Automobile Medical Payments	Not purchased*		
Customizing Equipment - Collision	Not purchased*		
Customizing Equipment - Comprehensive	Not purchased*		
Contents	Not purchased*		
Sound System	Not purchased*		
Tape	Not purchased*		
New Car Expanded Protection	Not purchased*		
Total premium for 2010 Ford Truck Edge			\$468.01

* This coverage can provide you with valuable protection. Talk to your agent about the availability of this coverage and whether it meets your needs.

VIN 2FMDK3KC2ABA68946

Lienholder
 Gm Financial

Rating Information

- Owns residence
- This vehicle is driven over 7,500 miles per year, for pleasure, married driver age 57, good driver rate

SC01080



Renewal auto policy declarations

Policy number: **963 663 378**
Policy effective date: May 27, 2014
Your Allstate agency is James H Potter
(843) 662-7100

Page 4 of 4

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- South Carolina Auto Policy - AFA24
- Claim Satisfaction Guarantee Amendatory Endorsement - AP4780-1
- Amendatory Endorsement - AP4838
- Dividend Provision - PDU79

Important payment and coverage information

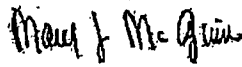
Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Your rate is lower because you are insuring multiple cars.
- ▶ Your Platinum Protection package contains the following features:
 - Accident Waiver Enhancement Plus feature
 - Safe Driving Deductible Reward feature
 - Safe Driving Bonus feature

Allstate Fire and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.



Steven P. Sorenson
President



Mary J. McGinn
Secretary

027 010 039
140423A02027
100000A302027075C0001404232324601018005009006972 SC010R8D

Important notices

Policy number: **963 663 378**
Policy effective date: **May 27, 2014**
Your Allstate agency is **James H Potter**
(843) 662-7100



Allstate.

You're in good hands.

Page 1 of 1

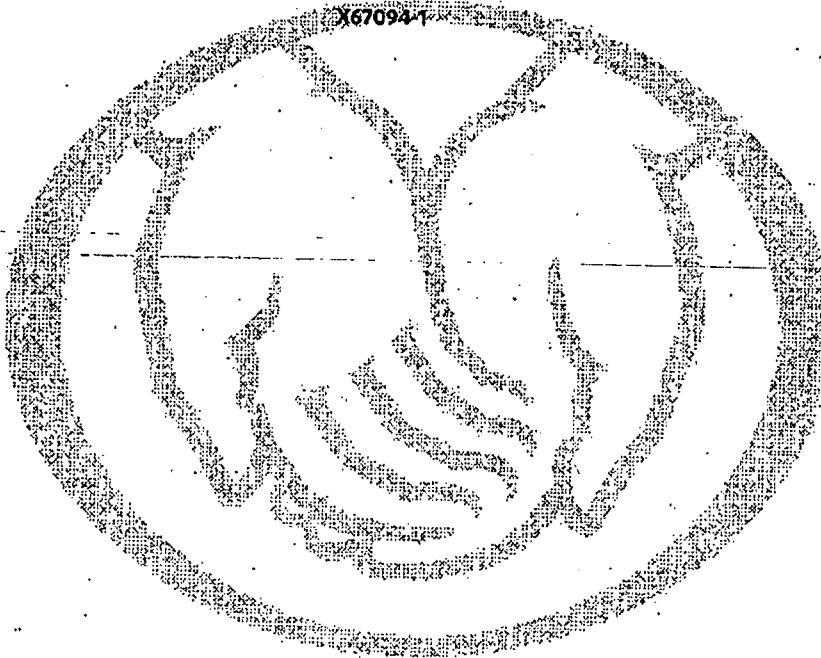
Are You Eligible for New Discounts?

Did you know that you may now qualify for discounts that you previously were not eligible to receive? For instance, in many states, Allstate offers discounts for:

- Drivers who are age 55 and older who are no longer working;
- Young drivers, including students under the age of 25;
- Drivers who have completed approved driver training courses; and
- Drivers who also insure their homes with Allstate.

Please contact your Allstate representative for additional information about discount qualifications, as well as other discounts that may be available.

X67094-1



Privacy Statement

Policy number: **963 663 378**
Policy effective date: **May 27, 2014**
Your Allstate agency is **James H Potter**
(843) 662-7100



Page 1 of 3

Thank you for choosing Allstate. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.
- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law. To comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, Social Security Number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources that may include, but is not limited to,

your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit allstate.com, web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use allstate.com.

How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy --
- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use allstate.com
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you

Privacy Statement

Policy number:

963 663 378

Policy effective date:

May 27, 2014

Your Allstate agency is

James H Potter

(843) 662-7100

Page 2 of 3

- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

The Internet and Your Information Security

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to allstate.com. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the allstate.com homepage.

To learn more, the allstate.com Privacy Statement provides information relating to your use of the website. This includes, for example, information regarding:

- 1) How we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 2) Who should use our website;
- 3) The security of information over the Internet; and
- 4) Links and co-branded sites.

How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:

Allstate Insurance Company Customer Privacy Inquiries
P.O. Box 40047
Roanoke, VA 24022-0047

Your Preference for Sharing Personal Information

We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.

To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request. If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

We Appreciate Your Business

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-ALLSTATE.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Insurance Company

Allstate affiliates to which this notice applies: Allstate County Mutual Insurance Company, Allstate Finance Company, Allstate Financial Services, LLC (LSA Securities in LA and PA), Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Investment Management Company, Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Allstate Motor Club, Inc., Allstate New Jersey Insurance Company, Allstate New Jersey Property and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Allstate Texas Lloyd's, Allstate Texas Lloyd's, Inc., Allstate Vehicle and Property Insurance Company, Deerbrook General Agency Inc., Deerbrook Insurance Company, Lincoln Benefit Life Company,

027 010 039
140423A010207
1100090A302027075C000140423233246010100000006972

Privacy Statement

Policy number:

963 663 378

Policy effective date:

May 27, 2014

Your Allstate agency is

James H Potter

(843) 662-7100



Allstate.

You're in good hands.

Page 3 of 3

North Light Specialty Insurance Company, Northbrook
Indemnity Company.

Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

For California residents:

Pursuant to California law, we need to disclose to you that we would obtain your consent before sharing medical information for marketing purposes.

Phone: (702) 486-3132

Email: BCPINFO@ag.state.nv.us

Please note that Allstate's "do not call" list is limited only to telephone solicitation calls. We may still contact you about your Allstate policy, billing issues, claims and other service matters.

For Vermont residents:

We won't share your personal information with Allstate companies for marketing purposes except as allowed by Vermont law.

(ed. 01/2012)

X73180v5

For Montana residents:

Pursuant to Montana law, you may also request a record of any disclosure of your medical information during the preceding three years. Please send requests to: Allstate Insurance Company Customer Privacy Inquiries, P.O. Box 40047, Roanoke, VA 24022-0047.

For Nevada Residents:

Allstate is committed to serving you when and where you prefer as we help you protect what you have today and prepare you for the future. To that end, and as Nevada law requires, if you do not want to receive sales calls from Allstate, you have the option to be placed on our internal "do not call" list. (Please disregard this notice if you have already been added to Allstate's internal "do not call" list.) You may make this request in the following convenient ways:

- Contact your local Allstate agency
- Call 1-800-ALLSTATE and speak with a customer representative
- Visit allstate.com, click on Contact Us and send us an e-mail
- Write to us at Allstate Insurance Company, Attn: Customer Service, P.O. Box 40047, Roanoke, VA 24022-0047

In your discussion or correspondence with us, please be sure to provide us with your name, address and all telephone numbers you wish to include on our list. If you have questions about this notice, you may contact us at the address listed above or you may also contact the Nevada Attorney General's office at:

Office of the Nevada Attorney General
Bureau of Consumer Protection
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101



Allstate Palmetto
PO BOX 660636
DALLAS TX 75266
You're in good hands.

the Anastopoulos Law Firm, LLC
2557 ASHLEY PHOSPHATE RD
N CHARLESTON SC 294184431

December 23, 2014

INSURED: ELIZABETH HAM
DATE OF LOSS: August 20, 2014
CLAIM NUMBER: 0338287329 NTS

PHONE NUMBER: 803-213-3742
FAX NUMBER: 866-447-4293
OFFICE HOURS: Mon - Fri 8:00 am - 5:30 pm,
Sat 8:00 am - 4:00 pm

YOUR CLIENT(S): PAMELA GOODWIN

Dear Roy Willey IV,

Please find enclosed the settlement check of policy limits for the bodily injury claim of your client, covenant not to execute for the bodily injury only and the Insured's affidavit as you have requested. The covenant is for the bodily injury only and preserves your client, Pamela Goodwin's, right to pursue a property damage claim should one is presented.

Sincerely,

TERRY SKIPPER

TERRY SKIPPER
803-213-3742
Allstate Fire and Casualty Insurance Company

FILED
2017 DEC -7 AM 9:01
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

GENI001

0338287329 NTS

EXHIBIT

4

Elizabeth Horn		POLICY NUMBER		CLAIM NUMBER	
Pamela Goodwin		09030312		0530287329	
Claim arises from bodily injury		CAUSE OF LOSS		POLICY NUMBER	
caused by accident on 8/30/14		04N 162X0		04-1278	
Fifty thousand dollars + 00/100		\$ 50,000.00		04-1278	
Allstate		INVOICE NUMBER		DATE	
		14100		04 10 22 14	
Pamela Goodwin and the		ALLSTATE INSURANCE COMPANY OF ONE OF ITS AFFILIATES		521274132	
Pineapple Hollow Farm LLC		COMPANY NAME			
2551 Ashley Phosphate Road		Allstate Insurance Company			
North Charleston, SC 29418		Hurst, Utah			

VOID IF NOT PRESENTED WITHIN THREE HUNDRED SIXTY FIVE DAYS OF THE DATE OF ISSUE

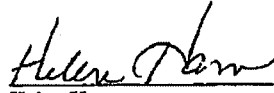
0521274132 0061112788 329 904 1279

AFFIDAVIT OF HELEN HAM

Personally appeared before me who, being duly sworn, states as follows:

1. My name is Helen Ham
2. As of August 20, 2014, I was known as Helen Ham.
3. I am over the age of 18, and as of August 20, 2014, resided in Darlington County, South Carolina.
4. On August 20, 2014, I was involved in a motor vehicle collision whereby the vehicle I was driving and injured Ms. Pam Goodwin.
5. At that time, the vehicle I was driving had a policy of insurance issued by Allstate Insurance Company.
6. That as of August 20, 2014, there were no other policies of insurance that would apply to compensate Pamela Goodwin for the losses incurred on that date.

FURTHER AFFIANT SAYETH NOT.

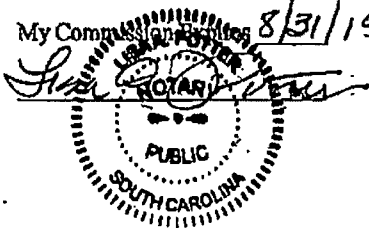

Helen Ham

Sworn to and Subscribed before me this

19th day of December 2014

Notary Public for South Carolina

My Commission Expires 8/31/15



AGREEMENT AND COVENANT NOT TO EXECUTE

This Agreement and Covenant Not to Execute is entered and agreed between Pamela Goodwin ("Plaintiff"), Elizabeth M. Ham ("Defendant") and Allstate Fire and Casualty Insurance Company ("Insurer").

WITNESSETH

WHEREAS, Plaintiff was injured in an accident that occurred on August 20, 2014 (hereinafter "the accident");

WHEREAS, Defendant had in force and effect at the time of the accident a policy of automobile insurance with Insurer with per person bodily injury liability limits of \$50,000; and

WHEREAS, Plaintiff and Insurer, on behalf of Defendant, have negotiated in an attempt to settle Plaintiff's claims wherein Insurer is willing to pay Fifty Thousand and 00/100 Dollars (\$50,000.00) to Plaintiff to obtain a Covenant Not to Execute from Plaintiff for all bodily injury claims while also preserving Plaintiff's right to recover any additional coverages as might be available to Plaintiff because of the accident, including underinsured motorist coverage ("UIM"); and

WHEREAS, Plaintiff and Insurer, on behalf of Defendant, have now agreed on a settlement pursuant to which Insurer will pay to Plaintiff Fifty Thousand and 00/100 Dollars (\$50,000.00), in consideration for Plaintiff agreeing to forego any action or proceeding for bodily injury that will result in Defendant becoming liable to pay Plaintiff or anyone claiming on behalf of Plaintiff any sum in excess of the payment for bodily injuries sustained by Plaintiff and for Plaintiff agreeing to apply such payment in full and complete satisfaction of any and all claims for bodily injury against Defendant and to protect Defendant from any loss on account of any claim or judgment based on or arising from Plaintiff's bodily injuries, once the Plaintiff has recovered any excess, secondary, and/or underinsurance coverage as may be available.

against any claim of Plaintiff. Nothing in this Agreement and Covenant Not to Execute shall be construed to prevent Defendant from asserting claims or demands, by suit or counterclaim or otherwise against Plaintiff or any other person, or any damages sustained by him in the accident; and this Agreement and Covenant Not to Execute may not be used in any way against Defendant.

5. Plaintiff understands and acknowledges that neither Defendant nor any person representing or claiming to represent him has made any representation or statement that (a) Plaintiff has a claim for underinsured motorist coverage, (b) the settlement here in evidence will not affect such a claim for underinsured motorist coverage, or (c) this Agreement and Covenant Not to Execute will protect the Plaintiff from any successful assertion by Plaintiff's underinsured motorist carrier or excess liability carrier, if any, of any defense to Plaintiff's claim for such coverage.

6. Notwithstanding anything to the contrary, Plaintiff does not waive or release in any way any potential secondary, excess, and/or underinsured motorist carrier or any claim for property damage because of the terms and conditions stated. Further, nothing shall be construed as requiring Plaintiff to indemnify Defendant or any other person in any way.

7. All agreements and understandings between the parties are embodied and expressed and the terms of this Agreement and Covenant Not to Execute are contractual and are not mere recitals. Plaintiff further acknowledges and represents that she has sought and received the advice of legal counsel before executing this document, and she has read this Agreement and Covenant Not to Execute and understands it to be a full, final, and binding agreement. If, after the execution of this instrument, any provision or the application thereof to any party or circumstance shall, to any extent, be or become invalid or unenforceable, the remainder of these provisions shall not be affected thereby and every other provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

**I HAVE READ THIS COVENANT, HAD AN ADEQUATE OPPORTUNITY TO
DISCUSS ITS TERMS WITH MY ATTORNEY, FULLY UNDERSTAND AND
AGREE WITH ITS TERMS, AND ENTER IT VOLUNTARILY.**

IN WITNESS, Plaintiff and Attorney execute:

Pamela Goodwin

Date: _____

Plaintiff's Attorney

Date: _____

ANASTOPOULO LAW FIRM

Akim A. Anastopoulos (SC)
Samuel R. Flynn (SC)
John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (CA)(GA)(NC)(SC)
Casey Van Valkenburgh (SC)
P. Heath Ward (SC)
Katie M. Wilensky (SC)
Roy T. Willey, IV (SC)
Thomas Bailey Smith (SC)*
*Affiliate Counsel

Toll Free: 1 (800) 313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
eric@akimlawfirm.com

December 29, 2014

Terry Skipper
Allstate Insurance Company
PO Box 660636
Dallas, TX 75266

RE: My Client: Pamela Goodwin
Claim No.: 0338287329 NTS

Dear Mr. Skipper:

I am in receipt of your letter dated December 23, 2014, and the check (#521274132) and "Agreement and Covenant Not to Execute" that was included therewith. Under cover of this letter, I am returning the same. As you know, by letter dated December 12, 2014, my client offered to settle her claims against your insured pursuant to an Offer of Compromise. Allstate failed to comply with the terms of that offer, causing it to be immediately and permanently withdrawn. Unfortunately, my client is no longer in a position to settle for the policy limits given Allstate's bad faith delay in tendering the same..

As you know, and as Ms. Goodwin stated in her Offer of Compromise, "under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See Maxton v. Payes, 313 S.C. 109, 437 S.E.2d 66 (1993)." Nevertheless, let me remind you that our client's offer explicitly stated: "Please be aware that our demand for policy limits is not negotiable and that ALL conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by Allstate Insurance Company, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn...*" In our offer, we also make you "aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer."

The package sent to us by Allstate with the check, and Agreement and Covenant Not to Execute did not accept the terms offered by our client to settle her claims against your insured. Therefore, we have been forced to return the check to you and will file suit against your insured this week. If you did not do so as a result of our urging in our offer of compromise, please explain to your insured that she has the right to hire a personal attorney to advise her of her rights and to protect her personal assets since it has become clear that Allstate Insurance Company is putting its own interests above hers.

Sincerely,

Eric M. Poulin

Enclosures: \$50,000 Check (#521274132)

Cc: Pamela Goodwin

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pec Dee: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach • Columbia • Orangeburg • Wilmington, North Carolina

FILED
2017 DEC -7 AM 9:01
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

EXHIBIT

5

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

Allstate Fire and Casualty Insurance Company
and Helen Elizabeth Metropol Ham,

Plaintiffs,

vs.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTH JUDICIAL CIRCUIT

Case No. 2015-CP-16-0815

PLAINTIFFS' MOTION FOR SUMMARY
JUDGMENT

SCOTT R. SUGGS
CLERK OF COURT/ROD
DARLINGTON COUNTY, SC

2017 DEC 18 PM 12:54

FILED

TO: ERIC M. POULIN, ESQ., ROY T. WILLEY, IV, ESQ., MATTHEW WALL, ESQ.,
BENJAMIN W. LEE, ESQ., AND JIM IRVIN, JR., ESQ., ATTORNEYS FOR DEFENDANT
PAMELA GOODWIN:

YOU WILL PLEASE TAKE NOTICE that Plaintiffs Allstate Fire and Casualty Insurance Company ("Allstate") and Helen Elizabeth Metropol Ham ("Ham," collectively "Plaintiffs"), by and through their undersigned counsel, will move before the resident or presiding judge of the South Carolina Court of Common Pleas for Darlington County on the tenth day after service hereof, or as soon thereafter as counsel may be heard, at such time and place as the court may determine, for an order granting summary judgment in their favor on Plaintiffs' Complaint. This Motion is based on the grounds that there are no genuine issues of material fact relating to Plaintiffs' claims against Defendant Pamela Goodwin ("Defendant") and they are entitled to entry of summary judgment in their favor pursuant to South Carolina Rule of Civil Procedure 56. In support of this Motion, Plaintiffs state as follows:

1. Through her counsel, the Anastopoulo Law Firm ("Law Firm"), by letter dated December 12, 2014, Defendant sent a time-sensitive demand to Allstate demanding payment of the policy's applicable limits of insurance for her injuries arising out of an automobile accident that occurred on August 20, 2014 involving Allstate's insured, Ham. Per the Attorney Retainer and

Contingent Fee Agreement, the Law Firm had no obligation to negotiate or settle any property damage issues Defendant may have had.

2. The December 12, 2014 letter was sent via mail and received by Allstate on December 17, 2014. (Ex. A, Affidavit of Wayne Gaymon, Ex. A, Claims Diary, Allstate 003)

3. The lengthy December 12, 2014 letter specifically included a section entitled "Pamela Goodwin's Injuries," which only mentioned her "catastrophic bodily injuries," the fact she could no longer work because of her bodily injuries, and the fact she could no longer perform certain activities because of her bodily injuries.

4. Further, the December 12, 2014 letter specifically stated that in exchange for payment of the policy limits, Defendant would provide a covenant not to execute, and the letter expressly stated the proposed release was not to include "the release of property damage claims."

5. The December 12, 2014 letter demanded that Allstate pay the limits of the policy "by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company;" provide a "sworn and notarized statement[] that there is no other insurance coverage that could pertain to this loss;" and a complaint release in the form of a covenant not to execute for the bodily injury claims only by 5:00 pm on December 27, 2014 (a Saturday).

6. The December 12, 2014 letter did not include a copy of Defendant's medical bills and Allstate had to call the healthcare providers to verify the information related to Defendant's medical care and treatment.

7. On December 23, 2014, Allstate accepted the demand by sending a manual check for the bodily injury limits of the policy, an affidavit from Ham regarding her available coverage, and an Agreement and Covenant Not to Execute that complied with the terms outlined in the December 12, 2014 letter via Fed Ex priority overnight to ensure the demanded information and

check was received before Saturday, December 27, 2014, given the intervening Christmas holiday. Further, in the letter accompanying the December 23, 2014 acceptance of the demand, Allstate stated Defendant's rights to pursue a property damage claim were preserved should a property damage claim be presented.

8. Allstate issued a manual check because it cannot issue a cashier's check of certified bank check because Allstate is not a bank or financial institution. (Ex. A., Affidavit of Wayne Gaymon, Ex. A, Allstate 001)

9. The Law Firm sent a letter dated December 29, 2014 rejecting Allstate's acceptance of the demand without providing any basis for the rejection. The letter merely stated Defendant "is no longer in a position to settle the case for the policy limits given Allstate's bad faith delay in tendering the same." The Law Firm then filed suit against Ham on behalf of Defendant for the damages arising from the automobile accident.

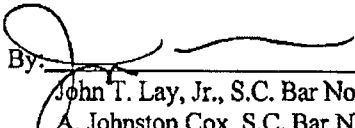
10. Following the Court's grant of Allstate's Motion to Compel filed in the instant lawsuit, Defendant has since provided clarification regarding the rejection of Allstate's acceptance and now states the demand was for payment of both the policy's bodily injury and property damage limits and Allstate issued a hand-written check instead of a certified check.

11. There is no legitimate dispute and the competent evidence in this case clearly demonstrates Allstate's acceptance of the settlement demand on behalf of Ham met the material terms of the demand as written and presented. Further, Allstate's acceptance and performance of the settlement demand constitute an accord and satisfaction. Therefore, Allstate's acceptance of the settlement demand presented in the December 12, 2014 letter is valid and enforceable under South Carolina law such that Plaintiffs are entitled to entry of summary judgment in their favor as a matter of law.

12. In addition, this Motion is further supported by and based upon the pleadings filed in this case, discovery completed or to be completed, including discovery responses, depositions taken or to be taken, affidavits filed or to be filed, a memoranda of law that will be filed, and such other documents as may be appropriate.

WHEREFORE, Plaintiffs Allstate Fire and Casualty Insurance Company and Helen Elizabeth Metropol Ham respectfully request that this Court grant their motion and enter an Order granting summary judgment in their favor as a matter of law.

GALLIVAN, WHITE & BOYD, P.A.

By: 

John T. Lay, Jr., S.C. Bar No. 64526

A. Johnston Cox, S.C. Bar No. 09081

Janice Holmes, S.C. Bar 75038

1201 Main Street, Suite 1200

Post Office Box 7368

Columbia, South Carolina 29202

Telephone: 803-779-1833

Facsimile: 803-779-1767

jlay@GWBlawfirm.com

jcox@GWBlawfirm.com

jholmes@GWBlawfirm.com

Attorneys for Allstate Fire and Casualty Insurance
Company

Columbia, South Carolina
December 14, 2017

EXHIBIT A

FILED

2017 DEC 18 PM 12:34

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Allstate Fire and Casualty Insurance
Company and Helen Elizabeth Metropol
Ham,

Plaintiffs,

v.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTH JUDICIAL CIRCUIT

Case No. 2015-CP-16-0815

AFFIDAVIT OF WAYNE D. GAYMON

Personally appeared before me, Wayne D. Gaymon, who, being duly sworn, deposes, and says that:

1. I am over the age of 21, am of sound mind, and I am personally familiar with the contents of this affidavit.

2. I am currently employed with Allstate Insurance Company ("Allstate"), where I have been employed for over 13 years. I am currently employed as the Casualty Claims Service Leader for the South Carolina MCO.

3. Allstate received a letter dated August 26, 2014 from the Anastopoulos Law Firm, LLP ("Law Firm") stating that the Law Firm would be representing Goodwin "for the injuries she suffered during a motor vehicle accident." The relevant portions of the claims diary are attached as Exhibit A.

4. On August 27, 2014, Allstate called Goodwin's attorney, the Law Firm, and spoke with the paralegal regarding the claim and Allstate was told that Goodwin "suffered from a crushed right leg that required plates and screws" had a "broken right hand with bilateral black eyes" and would "be in a wheelchair for the next 6 months." (ALLSTATE 006)

5. On October 14, 2014, Allstate called Goodwin's counsel's office to follow up on the claim and was told by the paralegal that Goodwin "just recently came out of surgery" and updated Allstate regarding Goodwin's claimed medicals. Allstate followed up with Goodwin's counsel again on October 20, 2014 and November 18, 2014. (ALLSTATE 005)

6. On December 2, 2014, Allstate sent Goodwin's counsel a letter asking for counsel's assistance with expediting the handling of Goodwin's injury claim and stating that Allstate was prepared to tender the policy limits of \$50,000 if Goodwin's medical bills were provided. The December 2, 2014 letter is attached as Exhibit B, ALLSTATE 003.

7. Allstate received a copy of the time-sensitive settlement demand dated December 12, 2014 from Anastopoulo on December 17, 2017. (ALLSTATE 003)

8. In my position as the Casualty Claims Service Leader, I received a copy of the December 12, 2014 time-sensitive demand. The adjuster assigned to the claim was out of the office for an extended period when the letter was received.

9. Per the terms of the demand, the demanded limits of the policy were to be received by the Law Firm no later than "5:00 pm EDT on 12/27/2014. The demand also stated that "settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company" and be made payable to Goodwin and the Law Firm.

10. The demand also requested that Ham "provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss."

11. In addition, the demand requested that a proposed release be provided. The letter specifically directed that Allstate "[i]nstead of trying to act in bad faith and trying to trick us, please just send a reasonable Release that does not include indemnification or the release of property damage claims." In addition, the letter stated "[p]art of the performance required to

accept this offer is for you to deliver a proposed Release with the settlement check" and "the proposed Release that is delivered with the settlement check must comply with the terms of this offer."

12. I contacted John Wilkerson ("Wilkerson"), an attorney with the Turner Padgett Law Firm, to review the affidavit provided with the demand and prepare the requested proposed Release in compliance with the terms of the demand.

13. After Allstate's counsel, Wilkerson, reviewed the affidavit, I provided a copy of the affidavit to Ham to be executed and Ham executed and returned the affidavit. Wilkerson prepared a release that complied with the terms of the demand.

14. On December 18, 2014, Sonya Wise ("Wise"), the Allstate adjuster I tasked with evaluating the bodily injury claim reviewed the material provided with the letter and contacted the hospital to phone verify the charges for Goodwin's surgery because the demand did not include medical bills. After phone verifying the charges, Wise completed her evaluation of the bodily injury claim. (ALLSTATE 002-003)

15. On December 22, 2014, Wise's evaluation was reviewed, and I granted authority to issue a manual check in the amount of \$50,000.00 due to the requirements of the demand and special wording needed. (ALLSTATE 001)

16. Allstate does not and cannot issue certified or cashier's checks. Allstate is not a bank. To my knowledge Allstate has never issued a certified or cashier's check to settle a claim in South Carolina.

17. There is no material reason to request a certified check or cashier's check from Allstate. To my knowledge, no Allstate check has ever been returned for insufficient funds in South Carolina. In fact, the Anastopoulos law firm is the only law firm in South Carolina that has

requested certified checks from Allstate. Although the Anastopoulos firm does from time to time request such checks from Allstate, the firm routinely accepts both manual and printed checks from Allstate in settlement of claims.

18. As reflected in the claims diary, on December 23, 2014, a cover letter, the settlement check in the amount of \$50,000.00, covenant not to execute, and Ham's affidavit was sent by Fed Ex, priority overnight for morning delivery to the Law Firm to satisfy the requirements of the time-sensitive demand. As stated in the cover letter, the covenant was for bodily injury only and preserved Goodwin's right to pursue a property damage claim should one be presented, per the specific terms of the time-sensitive demand.

19. At the time of the accident, Goodwin was riding a motorcycle owned by an individual named Rickie Snipes ("Snipes"). A property damage claim was made regarding the damage to the motorcycle and Allstate and Snipes negotiated the amount of the settlement in connection the property damage claim on or about September 3, 2014.

20. Goodwin did not submit a claim for property damage to Allstate in the December 12, 2014 demand letter and none of the prior communications Allstate's employees had with the Law Firm, Goodwin's counsel's office, indicated that Goodwin would be bringing a property damage claim. On the contrary, the letter specifically instructed Allstate not to include a release of property damage in the settlement documents.

Wayne D. Gaymon
Wayne D. Gaymon

Sworn to and subscribed before me this the
13th day of December 2017.

[Signature]
Notary Public My Commission Expires
My Commission Expires: August 6, 2019

AFFIDAVIT EXHIBIT A

FILED

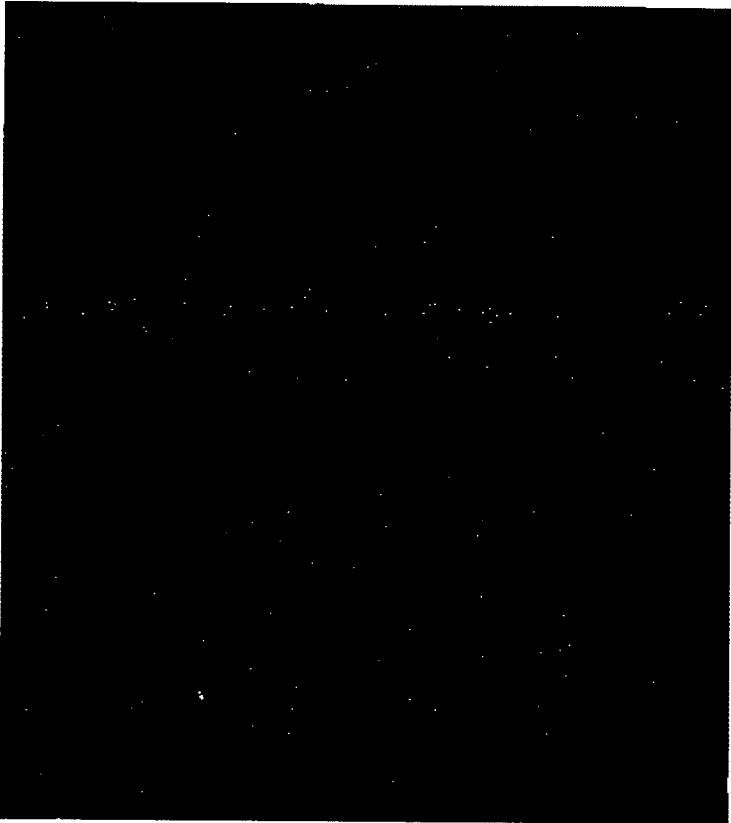
2017 DEC 18 PM 12:35

**SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.**

☐	☐	12/23/2014 3:51 PM Central	Document Image Received	Correspondence	FileNotes Syste...	PAMELA GOODWIN
sssi	☐	12/23/2014 10:15 AM Central	CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	PAMELA GOODWIN...
Demand response: Sending cover letter, settlement check, covenant not to execute and insured's affidavit via Fed Ex by priority over night for morning delivery to Anastopoulos law firm to satisfy requirements of the demand. The tracking number is 8054 7037 2568.						
☐	☐	12/23/2014 9:10 AM Central	GEN_I_001 Letter sent	Correspondence	<u>TERRY M. SKIP...</u>	the Anastopoulos Law ...
				Outbound Freeform Information		
☒	GEN_I_001 Letter sent					
sssi	☐	12/23/2014 8:38 AM Central		Payments	<u>TERRY M. SKIP...</u>	ELIZABETH M. HAM
						
sssi	☐	12/22/2014 4:28 PM Central	ISO Result: Match	Investigation	ISO System Ge...	PAMELA GOODWIN
<u>ISO CLAIMSEARCH</u>						
sssi	☐	12/22/2014 1:35 PM Central	CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	ELIZABETH M. HAM
Authority granted to issue the insured \$50.17 in expenses for sending affidavit overnight to ensure we have time to meet the time demand set forth by the claimant's attorney.						
sssi	☐	12/22/2014 1:34 PM Central	CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	PAMELA GOODWIN
Authority granted to issue manual check in the amount of \$50,000 due to requirements of time demand and special wording needed. The insured has returned the signed and notarized affidavit. Spoke with defense counsel and he will have settlement document prepared before the end of the day. Will have demand packet reviewed by CPE to ensure we've covered the requirements to meet this demand.						
sssi	☐	12/22/2014 10:36 AM Central	ec comments	Evaluation	<u>KIMBERLY A. B...</u>	PAMELA GOODWIN
				EC/Mgr Review Summary	Bodily Injury Liability{...	
						
			CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	ELIZABETH M. HAM

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UIC=_SecEntityId%3d68... 2/4/2015

Allstate 001

sssi	12/18/2014 9:01 AM Central				
sssi	12/18/2014 10:32 AM Central	med eval	Evaluation	<u>SONYA Y. WISE</u>	PAMELA GOODWIN
					
sssi	12/18/2014 10:20 AM Central	ISO Result: Match	Investigation	ISO System Ge...	PAMELA GOODWIN
		<u>ISO CLAIMSEARCH</u>			
sssi	12/18/2014 9:56 AM Central	Injury	Injury	<u>SONYA Y. WISE</u>	PAMELA GOODWIN
		i called carolina pines after getting a demand packet from clmt's attorney. none of the medical bills were included. i had phone verified some charges earlier but i did not have charges for surgery on 8/22/14. per review of the medical records on this date, the clmt was admitted to the hospital on 8/22/14 thru 8/23/14. she had surgery which included orif of the 5th metacarpal fx with a 4 hole synthes plate. she was diagnosed with a rt distal tibia and fibia fractures which were displaced and			

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UIC=_SecEntityId%3d68... 2/4/2015

Allstate 002

comminuted. also, she had right lower extremity fixation with plates and screws as well as a bone graft. chnt was kept overnight for pain control. she was released the next day with non-weight bearing instructions. per mary in the billing dept., the total charges for these surgeries are \$80,201.58.				
sssi	12/17/2014 3:18 PM Central	CSL Comments	Managers Com...	WAYNE D. GAY... ELIZABETH M. HAM
[REDACTED]				
sssi	12/17/2014 9:02 AM Central	Time Demand recd 12/17, ltr st...	Injury	ELIZABETH H... PAMELA GOODWIN...
Time Demand recd 12/17, ltr states resp by 5:00 PM on 12/27, p/w to FPL Wayne Gaymon to be assigned as NNB is out. Thanks, Libby				
sssi	12/11/2014 3:41 PM Central	ISO Result: Match	Investigation	ISO System Ga... RICKIE SNIPES
ISO CLAIMSEARCH				Property Damage Lia...
sssi	12/11/2014 2:25 PM Central	TPC contact	Contact	KENNETH WAT... PAMELA GOODWIN
[REDACTED]				
sssi	12/4/2014 10:10 AM Central	mada status	Injury	SONYA Y. WISE PAMELA GOODWIN
I phone verified the following information concerning the claimant based on what is attached to the file: I found the hospital in Hartsville where the loss occurred. Carolina Pines Medical Center treated claimant on the date of loss. The charges were \$6462.78. She was diagnosed with right finger fracture and right fractured tibia. I called Hartsville Orthopaedics. They first saw her on 8/21/14 for a consult before surgery on her right finger, per Verla in the billing dept. The charges total \$4455.82 for dates of service 8/21/14 - 11/19/14 for a total of 7 visits. She had surgery due to a right 5th finger comminuted fracture. There is a file note about a rt ankle fracture too but I was not able to confirm this particular injury. The file has the attached bill for \$146.00 from KCI. Therefore, based on what I was able to find out the medicals are \$11,064.60 not including EMS charges and other meds that maybe out there.				
☐	12/2/2014 6:39 PM Central	GEN_I_001 Letter sent	Correspondence	SONYA Y. WISE the Anastopoulos Law ..
			Outbound	
			Freeform Information	
☒	GEN_I_001 letter sent			

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UIC=_SecEntityId%3d68... 2/4/2015

Allstate 003

sssi		12/2/2014 6:29 PM Central	CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	PAMELA GOODWIN
			Reviewed imaged document The document is a bill for \$146 and some information about wound care but no specifics. Sending letter to atty for him to provide the medical bills to date so that we can evaluate the claim.			
		12/2/2014 6:25 PM Central	GEN_I_001 Letter Recalled	Correspondence	<u>SONYA Y. WISE</u>	the Anastopoulos Law ..
				Outbound Freeform Information		
			GEN_I_001 Letter Recalled			
sssi		12/2/2014 1:00 AM Central	Invoice 100000298092 process...	ARS Secondary ...	SYSTEMATIC P...	
				Invoice / Payment		
		12/2/2014 1:00 AM Central	ARS Secondary Tow Invoice R...	ARS Secondary ...	FileNotes Syste...	ELIZABETH M. HAM
				ARS Image / Document		
		11/28/2014 10:11 AM Central	Document Image Received	Correspondence	FileNotes Syste...	RICKIE SNIPES
		11/21/2014 12:38 PM Central	Document Image Received	Correspondence	FileNotes Syste...	PAMELA GOODWIN
sssi		11/19/2014 3:33 PM Central	correspondence	Correspondence	<u>SONYA Y. WISE</u>	PAMELA GOODWIN...
			faxed and mailed certified dec page to anastopoulos law firm.			
		11/19/2014 10:08 AM Central	GEN_I_001 Letter sent	Correspondence	<u>SONYA Y. WISE</u>	the Anastopoulos Law ..
				Outbound Freeform Information		
			GEN_I_001 Letter sent			
sssi		11/18/2014 3:13 PM Central	Injury followup	Injury	<u>SONYA Y. WISE</u>	PAMELA GOODWIN...
			reviewed request from attny office limits of coverage info. I called and spoke with paralegal, peggy. she says they have requested meds from providers but still awaiting responses so she is not in a position to provide any meds at this time. per lady who transferred me to peggy stated file now in their litigation area being handled by sam flynn.			
		11/17/2014 2:25 AM Central	Policy documents	Coverage	<u>Sandeep Kumar...</u>	ELIZABETH M. HAM
			Certified Dec			
sssi		10/20/2014 2:59 PM Central	File Management Review	Contact	<u>NICOLE L. BRE...</u>	PAMELA GOODWIN...
			Called attny's office to t/u with the paralegal regarding any medicals for the clmt. Requested to speak to Tracy and was told that Peggy was now handling the claim. Spoke to Peggy to see			

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UIC=_SecEntityId%3d68... 2/4/2015

Allstate 004

		If there were any medical bills at this time and was told that they had some bills in and not all of them. Bills to date total \$93,143	
sssi	☐ 10/14/2014 11:44 AM Central	Re: File Management ReviewB... Contact Re: File Management Review By: NICOLE L. BRELAND - 10/14/2014 8:41 AM Central - OK I recommend contacting the new paralegal to see if they can submit the medical bills they have to date and keep the insured informed of the latest update on the injury.	<u>WAYNE D. GAY...</u> PAMELA GOODWIN
sssi	☐ 10/14/2014 8:56 AM Central	File Management Review Contact Called Hartsville Ortho in attempt to phone verify clmt's medicals. Spoke to Shannon and I could not have the bills phone verified without a HIPPA release being faxed to 843 383 6001.	<u>NICOLE L. BRE...</u> PAMELA GOODWIN
sssi	☐ 10/14/2014 8:49 AM Central		<u>NICOLE L. BRE...</u> ELIZABETH M. HAM
	☐ 10/14/2014 8:42 AM Central		<u>NICOLE L. BRE...</u> ELIZABETH M. HAM
sssi	☐ 10/14/2014 8:41 AM Central	File Management Review Contact Called attnys office to fu on injury and treatment Spoke to Tracy and she stated that the clmt just recently came out of surgery, her leg was infected from the pins and rods that were placed in her leg. Clmt is having a round of antibiotics. Clmt also seeking Ortho treatment. Medicals are around \$75,000 and the file is currently with the litigation dept. New paralegal to contact is Peggy Teasley and she is unsure if the attny will be Eric Poulin or Roy Riley.	<u>NICOLE L. BRE...</u> PAMELA GOODWIN
sssi	☐ 10/13/2014 12:01 PM Central	Spoke to:Katrina(medical provid... Inquiry Spoke to:Katrina(medical provider) Reason:mailing address for clmt medical bills Outcome:provided.	<u>LILY-ANNE OL...</u> PAMELA GOODWIN
sssi	☐	Spoke to: KatrinaPhone #: KCl... Inquiry	<u>DIANA VANN</u> PAMELA GOODWIN

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UIC=_SecEntityId%3d68... 2/4/2015

Allstate 005

Allstate 006

AFFIDAVIT

EXHIBIT B

FILED
2017 DEC 18 PM 12:35
SCOTT B. SUEGS
CLERK OF COURT/R.C.D.
DARLINGTON COUNTY, S.C.



You're in good hands.

ANASTOPOULO LAW FIRM LLC

N CHARLESTON SC 294184431

YOUR CLIENT(S): PAMELA GOODWIN

PHONE NUMBER: 803-213-3679

FAX NUMBER: 866-467-2763

OFFICE HOURS: Mon - Fri 8:00 am - 5:30 pm,
Sat 8:00 am - 4:00 pm

I am sending this letter in reference to the injury claim for your client Pamela Goodwin. I am asking for your assistance with expediting the handling of her injury claim. We are prepared to tender the policy limits of \$50,000 if you can provide me with a copy of the medical bills that you have to date as your paralegal indicated that the medicals bill you have to date may exceed the policy limits of \$50,000 and confirmation of the medical bills will allow expedited handling of this claim. Thank you in advance for considering this request. A response to this request will be greatly appreciated.

SONYA WISE

SONYA WISE

803-213-3679

Allstate Fire and Casualty Insurance Company

0338287329 NSS

STATE OF SOUTH CAROLINA

COUNTY OF DARLINGTON

Allstate Fire and Casualty Insurance Company,

Plaintiff,

vs.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS

Case No. 2015-CP-16-815

**MOTION AND ORDER INFORMATION
COVER SHEET**

Plaintiff's Attorneys: A. Johnston Cox, SC Bar No. 9081 John T. Lay, Jr., SC Bar No. 64526 Janice Holmes, SC Bar No. 75038 Gallivan, White & Boyd, P.A. PO Box 7368 Columbia, SC 29202 jcox@gwblawfirm.com jlay@gwblawfirm.com jholmes@gwblawfirm.com (803) 779-1833		Defendant's Attorneys: Matthew L. Nall, SC Bar No. 102329 Roy T. Willey IV, SC Bar No. 101010 Eric M. Poulin, SC Bar No. 100209 Anastopoulos Law Firm 62 Columbus Street Charleston, SC 29403 matt@akimlawfirm.com roy@akimlawfirm.com eric@akimlawfirm.com (843) 614-8888	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Allstate's Motion for Summary Judgment Estimated Time Needed: 15 Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
Signature of Attorney for ☒ Plaintiff / ☐ Defendant		December 14, 2017 Date submitted	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$25 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ☐ Other:			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		JUDGE CODE: _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____		Date Filed: _____	
☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____			

FILED
2017 DEC 18 PM 12:34
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

SCCA/233 (11-03)

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Allstate Fire and Casualty Insurance Company
and Helen Elizabeth Metropol Ham,

Plaintiffs,

vs.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTH JUDICIAL CIRCUIT

Case No. 2015-CP-16-0815

**PLAINTIFFS' MEMORANDUM OF LAW
IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT AND IN
OPPOSITION TO DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT**

Plaintiffs Allstate Fire and Casualty Insurance Company ("Allstate") and Helen Elizabeth Metropol Ham ("Ham," collectively "Plaintiffs"), have moved pursuant to South Carolina Rule of Civil Procedure 56 for summary judgment. Plaintiffs submit and file this Memorandum of Law in Support of their Motion for Summary Judgment concerning their claim seeking declaratory judgment and in Opposition to Defendant's Motion for Summary Judgment.

I. INTRODUCTION

Defendant Pamela Goodwin ("Defendant") submitted a claim to Allstate related to injuries she sustained arising from an accident that occurred on August 20, 2014. By letter dated December 12, 2014, Defendant made a time-sensitive demand for the policy limits of the policy issued to Allstate's insureds for her claimed injuries. The applicable limits of the policy were for \$50,000.00 for Defendant's bodily injuries. Allstate timely responded to the December 12, 2014 letter and tendered the applicable \$50,000.00 limits of the policy along with the other information demanded in the letter, thereby resolving the bodily injury claim on behalf of Ham.

Despite the fact Allstate performed the terms outlined in the December 12, 2014 letter and tendered the applicable limits of the policy, Defendant rejected Allstate's acceptance of her demand and filed suit against Ham. Plaintiffs have filed this declaratory judgment action seeking a

declaration that Allstate's performance under the demand is valid and enforceable and Allstate fulfilled its obligations under the policy when the claim was settled. Further, Plaintiffs seek a declaration that they have no further obligation to Defendant in connection with this claim. None of the competent evidence in this case is in dispute and South Carolina law demonstrates that Allstate complied with the material terms of the demand. Therefore, Plaintiffs are entitled to entry of summary judgment in their favor as a matter of law.

II. STATEMENT OF UNDISPUTED FACTS¹

A. Claim Handling and Time-Sensitive Settlement Demand

Allstate received a letter dated August 26, 2014 from the Anastopoulos Law Firm, LLP ("Law Firm") stating that the Law Firm would be representing Goodwin "for the injuries she suffered during a motor vehicle accident." (See Ex. A., Affidavit of Wayne D. Gaymon ("Gaymon Aff.", p. 1, Ex. A.) Defendant explained that she hired Anastopoulos to "look out for [her] and make sure [she] – that [she] was physically taken care of" because she did not have health insurance. (Ex. B, Deposition of Pamela Goodwin ("Defendant Depo."), pp. 35, 39-42) Per the Attorney Retainer and Contingent Fee Agreement between Defendant and the Law Firm, the Law Firm did not have an obligation to negotiate or settle any property damage issues Defendant may have had. (Ex. C, Defendant's Second Supplemental Responses to Plaintiff's First Requests for Production of Documents).

On August 27, 2014, Allstate called Defendant's attorney, the Law Firm, and spoke with the paralegal regarding the claim and Allstate was told that Defendant "suffered from a crushed right leg that required plates and screws" had a "broken right hand with bilateral black eyes" and would "be in a wheelchair for the next 6 months." On October 14, 2014, Allstate called

¹ These facts are presented in the light most favorable to Defendant as required under Rule 56, SCRCF.

Defendant's counsel's office to follow up on the claim and was told by the paralegal that Defendant "just recently came out of surgery" and updated Allstate regarding Defendant's claimed medicals. Allstate followed up with Defendant's counsel again on October 20, 2014 and November 18, 2014. On December 2, 2014, Allstate sent Defendant's counsel a letter asking for counsel's assistance with expediting the handling of his client's injury claim and stating that Allstate was prepared to tender the policy limits of \$50,000 if Defendant's medical bills were provided. (Gaymon Aff., p. 2, Ex. B)

Allstate received a copy of the December 12, 2014 letter from the Law Firm on December 17, 2017. Per the letter, the Law Firm described Defendant's damages and injuries as follows:

Pamela Goodwin's Injuries

Ms. Goodwin was a full-time bartender at Larry Moore's Bar & Grill. She had just become a grandmother at the time she was injured. She was on her way to work when Ms. Ham pulled out and knocked Ms. Goodwin off the motorcycle on August 20th, 2014.

Unfortunately, and due to the driving of Ms. Ham, Ms. Goodwin sustained catastrophic bodily injuries due [to] the total body blunt force trauma from the vehicle driven by Ms. Ham inflicted upon her, and the subsequent impact with the ground and pavement (See Exhibit B, Medical Records). The impact resulted in Ms. Goodwin sustaining a crushed femur, broken in six places, and a broken foot. She no longer can work as a result of these injuries. Ms. Goodwin went through several operations. She almost lost both a leg and a foot. She will not be able to put weight on her feet for six months. As a result, Ms. Went [sic] from making \$250 per week from her side jobs, and \$800 per week from her job at Larry Moore's Bar & Grill, to making absolutely nothing. Ms. Goodwin cannot play with her grandchild, she cannot walk, she cannot ride horses or motorcycles, she cannot live the life she was living before the incident, unfortunately, and due to Ms. Ham's driving Ms. Goodwin went from a life of independence to requiring in-home care.

(Ex. D, December 12, 2014 letter, p. 3)

Per the terms of the demand, the demanded limits of the policy were to be received by Anastopoulo no later than "5:00 pm EDT on 12/27/2014." Defendant knew that Ham's policy had \$50,000.00 limits for bodily injury and she was told by her counsel that the \$50,000.00 was "all [Ham's] policy covers" and while there was a chance that the \$50,000 was the only applicable policy that Ham had, Defendant was willing to accept that amount. (Defendant Depo., pp. 50, 108-109) Defendant acknowledged that she "was demanding the \$50,000 and at a certain time limit." (Defendant Depo., pp. 59, 61) The letter stated that "settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company" and be made payable to Defendant and the Law Firm. Defendant requested a certified bank check "because it just – that just helps it along a lot faster." (Defendant Depo., p. 59)

In addition, the letter also demanded Ham "provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss." Also, the demand requested that a proposed release be provided. The letter specifically directed Allstate **"[i]nstead of trying to act in bad faith and trying to trick us, please just send a reasonable Release that does not include indemnification or the release of property damage claims."** (emphasis added) Further, the letter stated "[p]art of the performance required to accept this offer is for you to deliver a proposed Release with the settlement check" and "the proposed Release that is delivered with the settlement check must comply with the terms of this offer." (See Gaymon Aff., p. 2-3)

Wayne D. Gaymon, the Casualty Claims Service Leader for the South Carolina MCO with Allstate, contacted John Wilkerson ("Wilkerson"), an attorney with the Turner Padgett Law Firm, to review the affidavit provided with the demand and prepare the requested proposed Release. After Allstate's counsel, Wilkerson, reviewed the affidavit, Gaymon provided a copy

of the affidavit to Ham to be executed and Ham executed and returned the affidavit. (See Gaymon Aff., p. 3)

On December 18, 2014, Sonya Wise ("Wise"), the Allstate adjuster tasked with reviewing the information submitted with the demand, contacted the hospital to phone verify the charges for Goodwin's surgery because the demand did not include medical bills. After phone verifying the charges, Wise completed her evaluation of the bodily injury claim. On December 22, 2014, Wise's evaluation was reviewed, and Gaymon granted authority to issue a manual check in the amount of \$50,000.00 due to the time requirements of the demand and special wording required by the letter. Allstate does not have the ability to issue certified or cashier's checks, as Allstate is not a bank. (See Gaymon Aff., p. 3)

On December 23, 2014, a cover letter, the settlement check in the amount of \$50,000.00, the requested Release, and Ham's affidavit was sent by Fed Ex, priority overnight for morning delivery to the Law Firm to satisfy the requirements of December 17, 2014 letter. As stated in the cover letter from Allstate, Release was for bodily injury only (as required by the demand letter) and preserved Defendant's right to pursue a property damage claim should one be presented. (See Gaymon Aff., p. 4)

At the time of the accident, Goodwin was riding a motorcycle owned by an individual named Rickie Snipes ("Snipes"). A property damage claim was made regarding the damage to the motorcycle and Allstate and Snipes negotiated the amount of the settlement in connection the property damage claim on or about September 3, 2014. (See Gaymon Aff., p. 4) In fact, Defendant admits she did not own the motorcycle she was operating at the time of the accident. (Defendant Depo., p. 28) She also admits she did not have to pay the owner of the motorcycle any money for

the damage to the motorcycle. (Defendant Depo., pp. 33-34) Further, Defendant concedes that she never made a claim for property damage regarding the motorcycle. (Defendant Depo., p. 34)

While Defendant has not pointed to a specific request in the letter regarding a claim for property damage, she has testified that her clothes were cut off following the accident. Further, while she did not provide any documentation regarding the costs of those items of clothing, the clothing "were all Harley-Davidson clothes, expensive." (Defendant Depo., p. 80) The "boots were 250-something." (Defendant Depo., p. 81) The pants were "all Harley-Davidson, too, and 'Harley-Davidson' stands for a hundred dollars each." (Defendant Depo., p. 83) However, she was "not sure how much the pants were." (Defendant Depo., p. 83) The "jacket was over 300 because that was the black one with the symbols, that [she] had the patches on it, put on the back, so that was over 200." (Defendant Depo., p. 84) The shirt was worth "[a]round 50 dollars." (Defendant Depo., p. 86) Her underwear was worth "[f]ifty dollars." (Defendant Depo., p. 86) Defendant's cell phone was lost and it was worth "like \$50 or whatever." (Defendant Depo., pp. 88, 89) Defendant conceded that the December 14, 2014 letter specifically stated that the proposed release could not include a release of any claims for property damage. (Defendant Depo., pp. 91-93) Defendant also conceded that if Allstate paid for a property damage claim she would expect to have to sign a release for that claim. (Defendant Depo., pp. 91-92)

B. Attempted Rejection of Allstate's Acceptance of Settlement

Despite Allstate's acceptance of the time-sensitive settlement demand by performance, Defendant rejected Allstate's acceptance. Defendant explained that they issued a demand and that if Allstate "met those demands and sent the check" then she "was going to settle with that." (Defendant Depo., p. 50) She explained they "had a problem with the check and not meeting demands." (Defendant Depo., p. 50) She further explained she "just knocked it off the table

because [she] just said – you know, then [she] had all this going on and more surgeries and stuff” and “said no.” (Defendant Depo., pp. 50-51) Defendant testified that she objected to Allstate’s acceptance of the demand by performance of its terms because “mainly, because it’s a check – a cashier’s check” and “[t]he check didn’t meet the requirements.”² (Defendant Depo., pp. 69-70, 110-118)

III. SUMMARY JUDGMENT STANDARD

“Summary judgment is appropriate where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” *Rife v. Hitachi Const. Machinery Co., Ltd.*, 363 S.C. 209, 213, 609 S.E.2d 565, 568 (Ct. App. 2005) (citing *Belton v. Cincinnati Ins. Co.*, 360 S.C. 575, 602 S.E.2d 389 (2004) and Rule 56, SCRCP). The purpose of summary judgment is to expedite disposition of cases that do not require the services of a fact finder. *Rife*, 363 S.C. at 215, 609 S.E.2d at 568 (citing *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 443 (2003)). “Further, summary judgment depends upon the existence of plain, undisputed facts on which reasonable minds cannot differ.” *Allen v. Long Mfg. NC, Inc.*, 332 S.C. 422, 426, 505 S.E.2d 354, 356 (Ct. App. 1998) (citing *Priest v. Brown*, 302 S.C. 405, 396 S.E.2d 638 (Ct. App. 1990)).

“Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings.” *Regions Bank v. Schmauch*, 354 S.C. 648, 660,

² Despite Defendant’s characterization that she rejected Allstate’s acceptance of her demand because the check allegedly did not meet the requirements set forth in the time-sensitive demand, in Defendant’s discovery responses served after her deposition and in her motion for summary judgment filed in this matter, she now apparently contends the time-sensitive demand “requested payment under both bodily injury and property damage policies.” (See Defendant’s Motion for Summary Judgment, p. 2) This contention should be rejected based on Defendant’s own testimony and a reading of the time-sensitive demand.

582 S.E.2d 432, 438 (2003). To defeat a properly supported motion for summary judgment, the party opposing the motion “must come forward with specific facts showing there is a genuine issue for trial.” *Regions Bank*, 354 S.C. at 660, 528 S.E.2d at 438. See, e.g., *Humana Hospital-Bayside v. Lightle*, 305 S.C. 214, 216-217, 407 S.E.2d 637, 638 (1991) (determining grant of summary judgment was proper where “there was no evidence from which a jury could find in [the opposing party’s] favor”).

Here, no genuine issue of material facts exists to defeat Plaintiffs’ motion for summary judgment. The competent evidence shows that Allstate complied with the material terms of the demand. Allstate’s performance of the material terms of the demand constitute acceptance and the settlement was consummated under South Carolina law. Therefore, judgment should be entered in favor of Plaintiffs as a matter of law.

IV. ARGUMENT

A. **Allstate’s Acceptance and Performance of the Material Terms of the Settlement Demand Constitute a Valid Acceptance.**

Defendant’s only argument in support of her Motion seeking entry of summary judgment in her favor is that Allstate “only tendered Ham’s bodily injury limits and a hand-written, ‘manual’ check.” (See Defendant’s Motion, p. 2) During her deposition, Defendant testified her only issue with Allstate’s acceptance of the demand was the form of the check. (See Defendant’s Depo. pp. 50, 69-70, 110-118) Further, Defendant contends “under basic, long-standing common law contract principles, Plaintiff’s ‘acceptance’ was effectively a counteroffer.” (See Defendant’s Motion, p. 2) Defendant’s contention is not supported by South Carolina law. Rather, the principles of South Carolina contract law mandate entry of summary judgment in favor of Plaintiffs.

Under South Carolina law, “[i]n construing a contract, the primary objective is to ascertain and give effect to the intention of the parties.” *Ecclesiastes Prod. Ministries v. Outparcel Assocs.*,

LLC, 374 S.C. 483, 497, 649 S.E.2d 494, 501 (Ct. App. 2007). Further, under South Carolina law, for there to be a valid contract, there must be an offer, an acceptance, and valuable consideration. See *Nutt Corp. v. Howell Rd., LLC*, 396 S.C. 323, 328, 721 S.E.2d 447, 450 (Ct. App. 2011) (determining a valid contract existed because there was evidence of a meeting of the minds as to the terms and conditions of the agreement) (citing *Clardy v. Bodolosky*, 383 S.C. 418, 425, 679 S.E.2d 527, 530 (Ct. App. 2009) (“The necessary elements for a contract are an offer, acceptance, and valuable consideration.”)). In addition, under South Carolina law, a valid and enforceable contract is created when there is “a meeting of the minds between the parties with regard to all *essential* and *material* terms of the agreement.” *Nutt Corp.*, 396 S.C. at 328, 721 S.E.2d at 450 (citing *Player v. Chandler*, 299 S.C. 101, 106, 382 S.E.2d 891, 893 (1989)) (emphasis added). See also *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 568, 578, 762 S.E.2d 696, 701 (2014) (explaining that “[a] valid and enforceable contract requires a meeting of the minds between the parties with regard to *all* essential and material terms of the agreement.”) (emphasis in original).

Defendant testified that her intention in sending the December 12, 2014 letter to Allstate for the limits of the policy was to actually receive the full, \$50,000 bodily injury limits to resolve her claim under the policy. See *Ecclesiastes Prod. Ministries*, 374 S.C. at 498, 649 S.E.2d at 502 (“In ascertaining intent, the court will strive to discover the situation of the parties, along with their purposes at the time the contract was entered.”); Defendant Depo., pp. 50, 108-109. There is no question that Allstate’s acceptance of the settlement demand is valid and enforceable. There was an offer from Defendant that was accepted by Allstate, which provided valuable consideration to Defendant. Further, there is no question that Allstate met the essential and material terms of Defendant’s demand – the payment of the entire \$50,000 policy limits for Defendant’s alleged bodily injuries. Therefore, Plaintiffs are entitled to entry of summary judgment in their favor.

Defendant's contention seems to suggest that because Allstate's acceptance of the settlement demand was not a "mirror image" in that the type of check issued was not a cashier's check or certified check. Contrary to Defendant's assertion, the type of check is not a material term of the settlement demand, and further, it was a term that was impossible for Allstate to meet.

The demand requires Allstate to issue a cashier's or certified check. Defendant testified that the reason she wanted a check in this form was because this type of check would help the settlement along faster – i.e., the funds would be immediately available to be disbursed from her attorneys. (See Defendant Depo., p. 59) It should go without saying that insurance companies such as Allstate do not issue cashier's checks or certified checks. (See Gaymon Aff., p. 3) Moreover, Defendant has not demonstrated that issuing such checks in this manner is an accepted practice for insurance companies. Notwithstanding this fact, at least one South Carolina court has questioned the continued vitality of the so-called "mirror-image" rule and has noted that it is outdated in that it was "well suited to simple, one time transactions, in which the parties contract face to face" and that "it fails to accommodate the realities of much modern commercial practice." *Weisz Graphics Div. of Fred B. Johnson Co. v. Peck Indus.*, 304 S.C. 101, 106, 403 S.E.2d 146, 149 (Ct. App. 1991). In addition, Defendant has pointed to no South Carolina case stating that such a rule would apply to determine that Allstate's performance of the essential and material terms of the time-sensitive demand constitutes a counteroffer. Further, as has been demonstrated by Defendant's testimony, the reason for the inclusion of this specific term was to "help[] it along a lot faster." (See Defendant Depo., p. 59) Because there is no material difference between how the manual check issued by Allstate in this case and a certified or cashier's check issued by a bank would be treated in South Carolina, Allstate's issuance of the manual check (the kind of check that it can actually issue), does not constitute a counteroffer.

Our Supreme Court has already determined that payment in the form of a cashier's or certified check is not an essential or material term of a settlement agreement. South Carolina Rule of Professional Conduct 1.15 states as such. Specifically, the rule provides in pertinent part:

(f)(1) A lawyer shall not disburse funds from an account containing the funds of more than one client or third person ("trust account") unless the funds to be disbursed have been deposited in the account and are collected funds.

(2) Notwithstanding Subsection (f)(1) above, a lawyer may disburse funds from a trust account at the lawyer's risk in reliance on the following deposits when the deposit is made:

(iv) by a certified check, cashier's check, or other check drawn by a depository institution or an insurance company, provided the insurance company check does not exceed \$50,000.

Rules of Professional Conduct: Rule 1.15, RPC, Rule 407, SCACR. Therefore, per the mandate of the South Carolina Supreme Court, a check issued by an insurance company that does not exceed \$50,000 is treated the same as a certified check, cashier's check, or other check drawn by a depository institution – i.e., the money would be immediately available, which addresses Defendant's concern. (See Defendant Depo., p. 59) Therefore, Plaintiffs are entitled to entry of summary judgment in their favor as a matter of law.

B. Allstate's Performance of the Settlement Demand Constitutes an Accord and Satisfaction.

Under South Carolina law, "[t]he essential elements of an accord and satisfaction are an agreement to settle a dispute and consideration which supports the agreement." *Wilson v. Builders Transp., Inc.*, 330 S.C. 287, 297, 498 S.E.2d 674, 680 (Ct. App. 1998). Here, as previously stated, there was an offer to settle Defendant's claim, Allstate accepted the demand, and provided the demanded consideration to support the agreement to settle Defendant's claim. This is a textbook example of an accord and satisfaction.

The Court of Common Pleas for Clarendon County, South Carolina reached this same determination in a case involving very similar facts. In *Floyd v. Tanner*, C/A No. 2015-CP-14-040, the Court issued an Order dated September 26, 2016 in which the Court determined that an insured of Allstate Insurance Company was entitled to entry of summary judgment in his favor because Allstate's acceptance of the settlement demand by issuing the requested policy limits constituted an accord and satisfaction.³ A copy of this Order is attached as Exhibit E.

The facts in *Floyd v. Tanner* are strikingly similar to the facts at issue in this case. The plaintiff in that case was represented by the same counsel as Defendant. Counsel sent a time-limit demand to Allstate by letter dated December 19, 2014 requesting that the bodily injury liability limits be tendered by cashier's check, certified bank check, or valid check – not drafts – by January 3, 2015. (*Floyd Order*, pp. 3-4) The other terms of the settlement demand were similar to those at issue in this case as well. The Court found that Allstate Insurance Company sent a valid check for the policy limits and other requested documents, and that despite this fact, plaintiff's counsel "rejected the Defendant's tender indicating that 'Allstate failed to comply with the terms'" of the settlement offer. (*Floyd Order*, p. 4) The Court noted that while counsel did not indicate why the tender was being rejected at the time of rejection, counsel did explain in response to the motion for summary judgment that Allstate's "tender was rejected as non-compliant" because Allstate "forwarded a draft" instead of a check." (*Floyd Order*, p. 4) (quoting Plaintiff's Memorandum in Opposition). The Court found that Allstate had complied with the terms of the settlement offer. (*Floyd Order*, pp. 4-5) The Court reasoned that "[t]he parties, therefore, reached an accord to settle

³ Defendant also references the lawsuit styled *Allstate v. Hazel Stephens*, C.A. No. 2016-CP-17-187, which was pending in the Court of Common Pleas for Dillon County, South Carolina. See Defendant's Motion, p. 2) The case involves a fact pattern very similar to that at issue here. Anastopoulo sent a similar time-sensitive demand to Allstate. Ultimately, the parties were able to resolve that matter and the stipulation of dismissal was filed on April 26, 2017.

this disputed claim and the accord was satisfied upon Defendant's performance." (*Floyd* Order, p. 5)

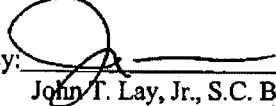
The same result should be reached here. Allstate sought to comply with the arbitrary deadline imposed by the December 12, 2014 letter, and based on prior experience with Defendant's counsel, it understood that it would not receive an extension of the deadline by which to tender the \$50,000 policy limits. Given the time restraints, Allstate issued a manual check and had to overnight the check with the other requested items to counsel in order to comply with the deadline. And, as stated above, a check issued by an insurance company that does not exceed \$50,000.00 is treated the same as a certified check or a cashier's check for purposes of disbursement of the funds to Defendant. Therefore, as in *Floyd*, Allstate's manual check was sufficient to meet the terms of the agreement and the payment thereof constitutes an accord and satisfaction.

V. CONCLUSION

As demonstrated above, Plaintiffs are entitled to summary judgment entered in their favor and are entitled to a declaration that Allstate's acceptance of the time-sensitive demand was valid and enforceable such that they have no further obligation regarding Defendant's claim. Allstate accepted and performed the material, essential terms of the time-sensitive demand and such performance created a valid and enforceable agreement and an accord and satisfaction under South Carolina law. Therefore, Plaintiffs respectfully request that this Court grant is motion for summary judgment and deny Defendant's motion as a matter of law.

{Signature on next page}

GALLIVAN, WHITE & BOYD, P.A.

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Attorneys for Plaintiffs

Columbia, South Carolina
December 14, 2017

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Allstate Fire and Casualty Insurance
Company and Helen Elizabeth Metropol
Ham,

Plaintiffs,

vs.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

C/A#: 2016-CP-26-7489

CERTIFICATE OF SERVICE

I, the undersigned employee of Gallivan, White & Boyd, P.A., do hereby certify that I have caused the below referenced to be served via U. S. Mail, postage prepaid, or by other delivery as indicated, to all parties of record at the address(es) shown below.

<u>DOCUMENT:</u>	PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT & PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT AND IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
<u>COUNSEL SERVED:</u>	James T. Irvin, Jr. Irvin Law Firm, LLC PO Box 2677 Myrtle Beach, SC 29578-2677 Eric M. Poulin Roy T. Willey IV Matthew L. Nall Benjamin W. Lee Anastopoulo Law Firm, LLC 32 Ann St., Unit B Charleston, SC 29403

FILED
2017 DEC 18 PM 12:37
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.


Amber M. Miller
Legal Assistant

Columbia, South Carolina
December 14, 2017

EXHIBIT A

FILED

2017 DEC 18 PM 12:37

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Allstate Fire and Casualty Insurance
Company and Helen Elizabeth Metropol
Ham,

Plaintiffs,

v.

Pamela Goodwin,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTH JUDICIAL CIRCUIT

Case No. 2015-CP-16-0815

AFFIDAVIT OF WAYNE D. GAYMON

Personally appeared before me, Wayne D. Gaymon, who, being duly sworn, deposes, and says that:

1. I am over the age of 21, am of sound mind, and I am personally familiar with the contents of this affidavit.
2. I am currently employed with Allstate Insurance Company ("Allstate"), where I have been employed for over 13 years. I am currently employed as the Casualty Claims Service Leader for the South Carolina MCO.
3. Allstate received a letter dated August 26, 2014 from the Anastopoulos Law Firm, LLP ("Law Firm") stating that the Law Firm would be representing Goodwin "for the injuries she suffered during a motor vehicle accident." The relevant portions of the claims diary are attached as **Exhibit A**.
4. On August 27, 2014, Allstate called Goodwin's attorney, the Law Firm, and spoke with the paralegal regarding the claim and Allstate was told that Goodwin "suffered from a crushed right leg that required plates and screws" had a "broken right hand with bilateral black eyes" and would "be in a wheelchair for the next 6 months." (ALLSTATE 006)

5. On October 14, 2014, Allstate called Goodwin's counsel's office to follow up on the claim and was told by the paralegal that Goodwin "just recently came out of surgery" and updated Allstate regarding Goodwin's claimed medicals. Allstate followed up with Goodwin's counsel again on October 20, 2014 and November 18, 2014. (ALLSTATE 005)

6. On December 2, 2014, Allstate sent Goodwin's counsel a letter asking for counsel's assistance with expediting the handling of Goodwin's injury claim and stating that Allstate was prepared to tender the policy limits of \$50,000 if Goodwin's medical bills were provided. The December 2, 2014 letter is attached as Exhibit B, ALLSTATE 003.

7. Allstate received a copy of the time-sensitive settlement demand dated December 12, 2014 from Anastopoulo on December 17, 2017. (ALLSTATE 003)

8. In my position as the Casualty Claims Service Leader, I received a copy of the December 12, 2014 time-sensitive demand. The adjuster assigned to the claim was out of the office for an extended period when the letter was received.

9. Per the terms of the demand, the demanded limits of the policy were to be received by the Law Firm no later than "5:00 pm EDT on 12/27/2014. The demand also stated that "settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company" and be made payable to Goodwin and the Law Firm.

10. The demand also requested that Ham "provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss."

11. In addition, the demand requested that a proposed release be provided. The letter specifically directed that Allstate "[i]nstead of trying to act in bad faith and trying to trick us, please just send a reasonable Release that does not include indemnification or the release of property damage claims." In addition, the letter stated "[p]art of the performance required to

accept this offer is for you to deliver a proposed Release with the settlement check” and “the proposed Release that is delivered with the settlement check must comply with the terms of this offer.”

12. I contacted John Wilkerson (“Wilkerson”), an attorney with the Turner Padgett Law Firm, to review the affidavit provided with the demand and prepare the requested proposed Release in compliance with the terms of the demand.

13. After Allstate’s counsel, Wilkerson, reviewed the affidavit, I provided a copy of the affidavit to Ham to be executed and Ham executed and returned the affidavit. Wilkerson prepared a release that complied with the terms of the demand.

14. On December 18, 2014, Sonya Wise (“Wise”), the Allstate adjuster I tasked with evaluating the bodily injury claim reviewed the material provided with the letter and contacted the hospital to phone verify the charges for Goodwin’s surgery because the demand did not include medical bills. After phone verifying the charges, Wise completed her evaluation of the bodily injury claim. (ALLSTATE 002-003)

15. On December 22, 2014, Wise’s evaluation was reviewed, and I granted authority to issue a manual check in the amount of \$50,000.00 due to the requirements of the demand and special wording needed. (ALLSTATE 001)

16. Allstate does not and cannot issue certified or cashier’s checks. Allstate is not a bank. To my knowledge Allstate has never issued a certified or cashier’s check to settle a claim in South Carolina.

17. There is no material reason to request a certified check or cashier’s check from Allstate. To my knowledge, no Allstate check has ever been returned for insufficient funds in South Carolina. In fact, the Anastopoulos law firm is the only law firm in South Carolina that has

requested certified checks from Allstate. Although the Anastopoulos firm does from time to time request such checks from Allstate, the firm routinely accepts both manual and printed checks from Allstate in settlement of claims.

18. As reflected in the claims diary, on December 23, 2014, a cover letter, the settlement check in the amount of \$50,000.00, covenant not to execute, and Ham's affidavit was sent by Fed Ex, priority overnight for morning delivery to the Law Firm to satisfy the requirements of the time-sensitive demand. As stated in the cover letter, the covenant was for bodily injury only and preserved Goodwin's right to pursue a property damage claim should one be presented, per the specific terms of the time-sensitive demand.

19. At the time of the accident, Goodwin was riding a motorcycle owned by an individual named Rickie Snipes ("Snipes"). A property damage claim was made regarding the damage to the motorcycle and Allstate and Snipes negotiated the amount of the settlement in connection the property damage claim on or about September 3, 2014.

20. Goodwin did not submit a claim for property damage to Allstate in the December 12, 2014 demand letter and none of the prior communications Allstate's employees had with the Law Firm, Goodwin's counsel's office, indicated that Goodwin would be bringing a property damage claim. On the contrary, the letter specifically instructed Allstate not to include a release of property damage in the settlement documents.

Wayne D. Gaymon
Wayne D. Gaymon

Sworn to and subscribed before me this the
13th day of December 2017.

[Signature]
Notary Public My Commission Expires
My Commission Expires: August 6, 2019

AFFIDAVIT

EXHIBIT A

FILED

2017 DEC 18 PM 12:37

**SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.**

☐		12/23/2014 3:51 PM Central	Document Image Received	Correspondence	FileNotes System...	PAMELA GOODWIN
☒		12/23/2014 10:15 AM Central	CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	PAMELA GOODWIN...
			Demand response: Sending cover letter, settlement check, covenant not to execute and insured's affidavit via Fed Ex by priority over night for morning delivery to Anastopoulos law firm to satisfy requirements of the demand. The tracking number is 8054 7037 2568.			
☒		12/23/2014 9:10 AM Central	GEN_I_001 Letter sent	Correspondence	<u>TERRY M. SKIP...</u>	the Anastopoulos Law...
				Outbound Freeform Information		
☒		12/23/2014 8:38 AM Central	GEN_I_001 Letter sent	Payments	<u>TERRY M. SKIP...</u>	ELIZABETH M. HAM
☒		12/22/2014 4:28 PM Central	ISO Result: Match	Investigation	ISO System Ge...	PAMELA GOODWIN
			<u>ISO CLAIMSEARCH</u>			
☒		12/22/2014 1:35 PM Central	CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	ELIZABETH M. HAM
			Authority granted to issue the insured \$50.17 in expenses for sending affidavit overnight to ensure we have time to meet the time demand set forth by the claimant's attorney.			
☒		12/22/2014 1:34 PM Central	CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	PAMELA GOODWIN
			Authority granted to issue manual check in the amount of \$50,000 due to requirements of time demand and special wording needed. The insured has returned the signed and notarized affidavit. Spoke with defense counsel and he will have settlement document prepared before the end of the day. Will have demand packet reviewed by CPE to ensure we've covered the requirements to meet this demand.			
☒		12/22/2014 10:36 AM Central	eo comments	Evaluation	<u>KIMBERLY A. B...</u>	PAMELA GOODWIN
				EC/Mgr Review Summary		Bodily Injury Liability(...
			CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	ELIZABETH M. HAM

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UIC=_SecEntityId%3d68... 2/4/2015

Allstate 001

sssl 12/19/2014
9:01 AM
Central



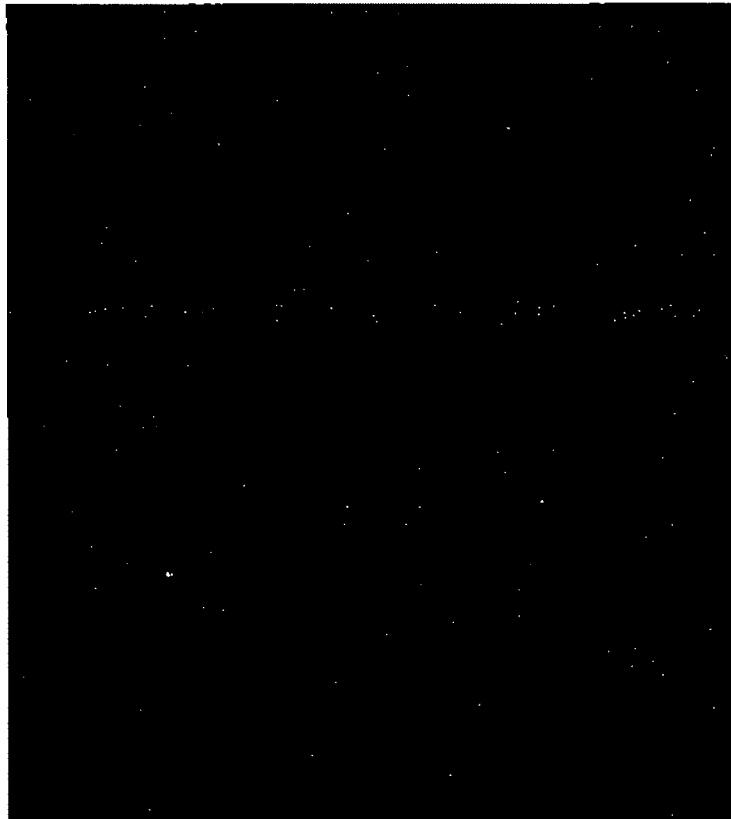
sssl 12/18/2014
10:32 AM
Central

med eval

Evaluation

SONYA Y. WISE

PAMELA GOODWIN



sssl 12/18/2014
10:20 AM
Central

ISO Result: Match

Investigation

ISO System Ge...

PAMELA GOODWIN

Bodily Injury Liability(...

ISO CLAIMSEARCH

sssl 12/18/2014
9:56 AM
Central

injury

Injury

SONYA Y. WISE

PAMELA GOODWIN

i called carolina pines after getting a demand packet from cimt's attorney. none of the medical bills were included. i had phone verified some charges earlier but i did not have charges for surgery on 8/22/14. per review of the medical records on this date, the clmt was admitted to the hospital on 8/22/14 thru 8/23/14. she had surgery which included drill of the 5th metacarpal fx with a 4 hole synthes plate. she was diagnosed with a rt distal tibia and fibia fractures which were displaced and

comminuted. also, she had right lower extremity fixation with plates and screws as well as a bone graft. clmt was kept overnight for pain control. she was released the next day with non-weight bearing instructions. per mary in the billing dept., the total charges for these surgeries are \$80,201.58.

sssi	12/17/2014 3:16 PM Central	CSL Comments	Managers Com...	WAYNE D. GAY...	ELIZABETH M. HAM
sssi	12/17/2014 9:02 AM Central	Time Demand recd 12/17, ltr st...	Injury	ELIZABETH H...	PAMELA GOODWIN...
Time Demand recd 12/17, ltr states resp by 5:00 PM on 12/27, p/w to FPL Wayne Gaymon to be assigned as NNB is out. Thanks, Libby					
sssi	12/11/2014 3:41 PM Central	ISO Result: Match	Investigation	ISO System Ge...	RICKIE SNIPES
					Property Damage Lia...
ISO CLAIMSEARCH					
sssi	12/11/2014 2:25 PM Central	TPC contact	Contact	KENNETH WAT...	PAMELA GOODWIN
sssi	12/4/2014 10:10 AM Central	meds status	Injury	SONYA Y. WISE	PAMELA GOODWIN
I phone verified the following information concerning the claimant based on what is attached to the file: I found the hospital in Hartsville where the loss occurred. Carolina Pines Medical Center treated claimant on the date of loss. The charges were \$6462.78. She was diagnosed with right finger fracture and right fractured tibia. I called Hartsville Orthopaedics. They first saw her on 8/21/14 for a consult before surgery on her right finger, per Verla in the billing dept. The charges total \$4455.82 for dates of service 8/21/14 – 11/19/14 for a total of 7 visits. She had surgery due to a right 5th finger comminuted fracture. There is a file note about a rt ankle fracture too but I was not able to confirm this particular injury. The file has the attached bill for \$146.00 from KCI. Therefore, based on what I was able to find out the medicals are \$11,064.60 not including EMS charges and other meds that maybe out there.					
☐	12/2/2014 8:39 PM Central	GEN_I_001 Letter sent	Correspondence	SONYA Y. WISE	the Anastopoulos Law ..
			Outbound		
			Freeform Information		
☒	GEN_I_001 letter sent				

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UIC=_SecEntityId%3d68... 2/4/2015

Allstate 003

sssl	12/2/2014 6:29 PM Central	CSL Comments	Managers Com...	<u>WAYNE D. GAY...</u>	PAMELA GOODWIN
		Reviewed Imaged document The document is a bill for \$146 and some information about wound care but no specifics. Sending letter to atty for him to provide the medical bills to date so that we can evaluate the claim.			
	12/2/2014 6:25 PM Central	GEN_L_001 Letter Recalled	Correspondence	<u>SONYA Y. WISE</u>	the Anastopoulos Law ..
			Outbound Freeform Information		
		GEN_L_001 Letter Recalled			
sssl	12/2/2014 1:00 AM Central	Invoice 100000298092 process...	ARS Secondary ...	SYSTEMATIC P...	
			Invoice / Payment		
	12/2/2014 1:00 AM Central	ARS Secondary Tow Invoice R...	ARS Secondary ...	FileNotes Syste...	ELIZABETH M. HAM
			ARS Image / Document		
	11/28/2014 10:11 AM Central	Document Image Received	Correspondence	FileNotes Syste...	RICKIE SNIPES
	11/21/2014 12:38 PM Central	Document Image Received	Correspondence	FileNotes Syste...	PAMELA GOODWIN
sssl	11/19/2014 3:33 PM Central	correspondence	Correspondence	<u>SONYA Y. WISE</u>	PAMELA GOODWIN...
		faxed and mailed certified dec page to anastopoulos law firm.			
	11/19/2014 10:08 AM Central	GEN_L_001 Letter sent	Correspondence	<u>SONYA Y. WISE</u>	the Anastopoulos Law ..
			Outbound Freeform Information		
		GEN_L_001 Letter sent			
sssl	11/18/2014 3:13 PM Central	Injury followup	Injury	<u>SONYA Y. WISE</u>	PAMELA GOODWIN...
		reviewed request from attny office limits of coverage info. i called and spoke with paralegal, peggy. she says they have requested meds from providers but still awaiting responses so she is not in a position to provide any meds at this time. per lady who transferred me to peggy stated file now in their litigation area being handled by sam flynn.			
	11/17/2014 2:25 AM Central	Policy documents	Coverage	<u>Sandeep Kumar...</u>	ELIZABETH M. HAM
		Certified Doc			
sssl	10/20/2014 2:59 PM Central	File Management Review	Contact	<u>NICOLE L. BRE...</u>	PAMELA GOODWIN...
		Called attnys office to f/u with the paralegal regarding any medicals for the clmt. Requested to speak to Tracy and was told that Peggy was now handling the claim. Spoke to Peggy to see			

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UTC=_SecEntityId%3d68... 2/4/2015

Allstate 004

		If there were any medical bills at this time and was told that they had some bills in and not all of them. Bills to date total \$93,143	
sssi	10/14/2014 11:44 AM Central	Re: File Management ReviewB... Contact	WAYNE D. GAY... PAMELA GOODWIN
		Re: File Management Review By: NICOLE L. BRELAND - 10/14/2014 8:41 AM Central -- Ok, I recommend contacting the new paralegal to see if they can submit the medical bills they have to date and keep the insured informed of the latest update on the injury.	
sssi	10/14/2014 8:56 AM Central	File Management Review Contact	NICOLE L. BRE... PAMELA GOODWIN
		Called Hartsville Ortho in attempt to phone verify clmt's medicals. Spoke to Shannon and I could not have the bills phone verified without a HIPPA release being faxed to 843 383 6001.	
sssi	10/14/2014 8:49 AM Central	[REDACTED]	NICOLE L. BRE... ELIZABETH M. HAM
		[REDACTED]	
	10/14/2014 8:42 AM Central	[REDACTED]	NICOLE L. BRE... ELIZABETH M. HAM
		[REDACTED]	
sssi	10/14/2014 8:41 AM Central	File Management Review Contact	NICOLE L. BRE... PAMELA GOODWIN
		Called attlys office to t/u on injury and treatment Spoke to Tracy and she stated that the clmt just recently came out of surgery, her leg was infected from the pins and rods that were placed in her leg. Clmt is having a round of antibiotics. Clmt also seeking Ortho treatment. Medicals are around \$75,000 and the file is currently with the litigation dept. New paralegal to contact is Peggy Teasley and she is unsure if the atty will be Eric Poulin or Roy Riley.	
sssi	10/13/2014 12:01 PM Central	Spoke to: Katrina(medical provid... Inquiry	LILY-ANNE OL... PAMELA GOODWIN
		Spoke to: Katrina(medical provider) Reason:mailing address for clmt medical bills Outcome:provided.	
sssi		Spoke to: KatrinaPhone #: KCI... Inquiry	DIANA VANN PAMELA GOODWIN

http://ng/AllstateCTSNG/Desktop/ClaimHistory/CHResults.aspx?UIC=_SecEntityId%3d68... 2/4/2015

Allstate 005

Page 16 of 25

Allstate 006

AFFIDAVIT

EXHIBIT B

FILED

2017 DEC 18 PM 12:38

**SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.**



ANASTOPOULO LAW FIRM LLC
2557 ASHLEY PHOSPHATE RD
N CHARLESTON SC 294184431

December 02, 2014

INSURED: ELIZABETH HAM
DATE OF LOSS: August 20, 2014
CLAIM NUMBER: 0338287329 NSS

PHONE NUMBER: 803-213-3679
FAX NUMBER: 866-467-2763
OFFICE HOURS: Mon - Fri 8:00 am - 5:30 pm,
Sat 8:00 am - 4:00 pm

YOUR CLIENT(S): PAMELA GOODWIN

Dear Roy Wiley,

I am sending this letter in reference to the injury claim for your client Pamela Goodwin. I am asking for your assistance with expediting the handling of her injury claim. We are prepared to tender the policy limits of \$50,000 if you can provide me with a copy of the medical bills that you have to date as your paralegal indicated that the medicals bill you have to date may exceed the policy limits of \$50,000 and confirmation of the medical bills will allow expedited handling of this claim. Thank you in advance for considering this request. A response to this request will be greatly appreciated.

Sincerely,

SONYA WISE

SONYA WISE
803-213-3679
Allstate Fire and Casualty Insurance Company

GENI001

0338287329 NSS

EXHIBIT B

FILED

2017 DEC 18 PM 12:38

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

State of South Carolina	)	
	)	
County of Darlington	)	
	)	
Allstate Fire and	)	2015-CP-16-0815
Casualty Insurance	)	
Company,	)	
	)	
Plaintiff,	)	Deposition
	)	
v.	)	of
	)	
Pamela Goodwin,	)	Pamela Goodwin
	)	
Defendant.	)	
	)	
	)	

Date: January 6, 2017

Time: 10:07 a.m.

Location: Anastopoulo Law Firm

150 West Evans Street, Florence, South Carolina

Reported by
Sandra J. Ayers

1 A It was -- mine was a -- a 1988 Harley Sportster,
2 but the -- the clutch was slipping between second
3 and third, so I rode a friend of mine's, which was
4 a Honda Shadow, and that's the one I wrecked on.

5 Q Okay. So you did not own the motorcycle that you
6 were riding at the time?

7 A No. No. I didn't.

8 Q Okay. All right. And -- and who owned that?

9 A Rick Snipes.

10 Q Okay.

11 A That's the name it was in.

12 Q Yep.

13 A He was selling it to Vernon Huggins, his brother,
14 but the bike was still in Rick Snipes' name, and
15 the insurance was still in Rick's name.

16 Q Right. Okay. And is he -- is he related to you
17 somehow, or is he a friend or --

18 A He was related to Kevin.

19 Q Okay. And how did it come that you -- you -- you
20 know, you started using that bike?

21 A Because I was -- I started to go work -- left on my
22 bike and started to go to work, and the clutch was
23 slipping between second and third, so I turned
24 around, because Kevin works on motorcycles. And,
25 so, I turned around and went back home.

1 put the cement in my leg, I was in there for a
2 couple of months. I've -- I've been in the
3 hospital a lot.
4 So I've got notes at the house that I didn't
5 bring that's --
6 Q No. I understand. And I --
7 A -- just -- but --
8 Q -- I was just trying to get a general idea.
9 A I -- yeah. I was -- and general idea, I've been in
10 the hospital eight to nine months out of all this.
11 Q Okay.
12 A And --
13 Q This -- this happened --
14 A -- August 20th.
15 Q -- August 20th, 2000 --
16 A Yeah. -- '14.
17 Q In -- in December of 2014, how long had you been --
18 I mean, had you been in the hospital for a good
19 part of that time --
20 A Yeah.
21 Q -- between August and December?
22 A Uh-huh.
23 Q Yes?
24 A Yes.
25 Q Okay. All right. Did you -- did you ever, you

1 know, have to pay anything to Ricky Snipes --
2 A No.
3 Q -- as a result of the -- the damage to the
4 motorcycle?
5 A No.
6 Q Okay. Are you aware that he and -- that he and
7 Allstate entered into an agreement and -- and
8 settled the property-damage claim for his
9 motorcycle?
10 A No. I -- I wasn't aware of that.
11 Q Didn't know that?
12 A I mean, I didn't.
13 Q Okay.
14 A I was -- yeah. I was on a lot of medication. I
15 was in the hospital a lot, and they were -- you
16 know, it was -- they had me up under a lot of
17 medication at the time. So, no, I wasn't -- like I
18 said, I had to have 24-hour care.
19 Q Okay. All right. And -- and -- and, of course,
20 you never made any claim for property damage
21 because of the motorcycle?
22 MR. WILLEY: Objection.
23 A No.
24 Q Okay.
25 THE COURT REPORTER: (To Mr. Willey) Excuse

1 me. Mr. Willey, did you say something?
2 MR. WILLEY: Ma'am?
3 THE COURT REPORTER: Did you say something?
4 MR. WILLEY: I objected to the form.
5 THE COURT REPORTER: Okay. I wasn't positive.
6 Thank you.
7 MR. WILLEY: I'm sorry. Sometimes I think I'm
8 saying something that I'm not saying.
9 Q When did you decide to have a lawyer -- to call a
10 lawyer to help you with the accident?
11 A The day after -- when I -- the day after the
12 surgery -- well, no, the day after I got in the
13 wreck --
14 Q Okay.
15 A -- because I didn't have any insurance, and I knew
16 that I needed some help as -- because I knew I had
17 -- this was going to be a long process --
18 Q All right.
19 A -- because I knew the extent -- they'd come in and
20 told me the extent of my damage. And -- and I
21 didn't have any insurance, and I wanted to make
22 sure that I was taken care of --
23 Q Sure.
24 A -- you know, as far as -- I didn't want to lose my
25 leg, and it didn't look good at that time.

1 A Well, I mean, I wanted --

2 MR. WILLEY: (To Mr. Cox) I'm -- and I'm
3 going to object to her saying anything that
4 she discussed with us about our
5 representation.

6 MR. COX: No. I agree. I understand.

7 MR. WILLEY: Okay.

8 Q All right. So, what I'm -- all I'm trying to find
9 is why -- why'd you hire him? What'd you hire him
10 to do?

11 A To look out for me and make sure I -- that I was
12 physically taken care of and -- because I -- I
13 mean, I -- I couldn't work, I -- I couldn't walk, I
14 couldn't do anything, and I -- you know, I knew --
15 I wanted to make sure that I was taken care of --

16 Q Okay. All right. But --

17 A -- because I didn't know want to do. And, I mean,
18 that's what you do, is you hire a lawyer to make
19 sure everything -- because I -- I'm having to deal
20 with doctors, hospitals, and . . .

21 Q Well, that -- let me ask you.

22 A Okay.

23 Q That's kind of what I was getting at. Did they --
24 did --

25 A It just blew my mind, everything that was happening

1 so fast.

2 Q Understand.

3 A I needed somebody.

4 Q Did the -- did the firm, in any way, participate

5 in, you know, your medical care or managing your

6 doctors or -- or -- or anything like that?

7 A Yes. Like, getting up me a prescription card where

8 I could pick up my medicines because I wasn't

9 working. I -- I had no money coming in, I had no

10 nothing.

11 Q Okay.

12 A And they were helping me with -- you know, I had no

13 insurance. They helped me to get everything

14 straight, as far as my medical care and stuff,

15 because I didn't -- at that point, I didn't know

16 what to do. I'd never been in a accident like

17 this. I've never been through anything like this,

18 so I didn't know what to do.

19 Q Right.

20 A I mean, I needed somebody to help me --

21 Q Okay.

22 A -- tell me my rights and what I could do and . . .

23 Q All right. And, so, tell me about the prescription

24 card that you received.

25 A Because I had no insurance or anything, they got me

1 a prescription card to where I could -- it was
2 covering my medicines up to a certain point, a
3 certain amount.
4 Q Okay. And was that through a company of some sort?
5 A Yes.
6 Q Who --
7 A For prescriptions.
8 Q What was the company?
9 A I'm -- I didn't bring that information with me. I
10 didn't know y'all needed all that.
11 Q Okay.
12 A But . . .
13 Q And did you -- do -- do you pay for those
14 prescriptions?
15 A I do now.
16 Q Okay. You do now?
17 A Yeah. Because I work -- reached a certain amount,
18 and then they had to cut it off. But I do now and
19 -- and they're not cheap. So, I mean, I got my
20 disability, so I can pay for them.
21 Q Okay.
22 A But I'm supposed to get reimbursed for them,
23 hopefully, because I've spent a lot of money
24 because just -- I've stayed in the hospital. In
25 rehab, just to get the antibiotics, just to stop

1 the infection --

2 Q Right.

3 A -- I had to get them through IV. And, because I
4 had no insurance or anything, they had to keep me
5 in the hospital just to do that, just -- just to
6 save my leg and keep the infection from spreading
7 up and into the bloodstream.

8 So, I mean, I was in pretty bad shape at that
9 point.

10 Q I understand. All right. And, so, did you -- were
11 you the one who was dealing with the Anastopoulos
12 firm regarding your claim?

13 A Yes.

14 Q Okay. Did you give anyone else permission to, you
15 know, make decisions on your behalf or to, you
16 know, speak with the Anastopoulos firm about your
17 claim?

18 A No. Now, later on, I did. I met with another
19 attorney, but I was meeting with him on a -- a
20 separate -- separate case, I mean, because of the -
21 - the way that Carolina Pines did and the ER doctor
22 did that night. I was meeting on -- with the --
23 not on the accident itself, on the malpractice.

24 Q Okay.

25 A So --

1 because, see, that don't come nowhere close to me.

2 Q Okay. No? All right. But are you aware that --
3 that that's what the amount of her policy limits
4 were or are?

5 A Yeah. I -- yeah. I -- I was told that, yeah.

6 Q Okay. All right. And when were you told that?

7 A Earlier. I mean, when this first happened.

8 Q When -- when the accident first happened?

9 A Yeah. Yeah. I mean when I got the lawyer and they
10 were discussing, you know, what the limits -- I
11 believe when that check was sent. And they said,
12 "Yeah. This is about all her policy covers and
13 stuff." And, you know, that was a joke to me
14 because that didn't even come close, even at that
15 point -- and that was when my doctor bills wasn't
16 that high. Even at that point, it didn't even come
17 close. But I was willing to settle at that point
18 with it. And they sent a letter to y'all and --
19 and I got a copy of it, too, to where some demands
20 -- and saying that if you -- if you met those
21 demands and sent the check, that I was going to
22 settle with that. But then we had a problem with
23 the check and not meeting demands. And then we
24 just -- I just knocked it off the table because I
25 just said -- you know, then I had all this going on

1 and more surgeries and stuff. I said no.

2 Q Okay.

3 A Because, I mean --

4 Q All right.

5 A -- this is the rest of my life I'm talking about.

6 Q Sure. All right. All right. So did you know that

7 Ms. Ham's bodily-injury limits were \$50,000 in

8 December of 2014?

9 A Yes. I did.

10 Q Okay. All right. And have you ever agreed to

11 settle the bodily-injury claim for \$50,000?

12 A Like I said, I did agree to it until we got the

13 check and the demands wasn't met, then I said no.

14 Q Okay.

15 A After -- after we got the check, and after y'all

16 sent that check, and I believe it was a personal

17 check from Allstate, if I'm not mistaken. And it

18 wasn't a certified check. I know that because that

19 was one of the issues. And when the demands wasn't

20 -- I just -- when y'all couldn't come in agreement

21 with that, I just said no. After that, no.

22 Because I felt like I was, basically, getting

23 screwed, at that point. I mean --

24 Q What were you getting screwed by?

25 A I -- I -- because nothing was -- I mean, I was in

1 Q We can take -- we can take a little break.

2 MR. WILLEY: Yeah. Let's take a break and

3 I'll --

4 THE DEPONENT: Yeah. Let's do that.

5 MR. WILLEY: -- I'll -- let's go and talk
6 about this document.

7 THE DEPONENT: Yeah. Can I --

8 MR. WILLEY: I can't talk to you about
9 anything else, but --

10 (Off the record from 11:00 a.m.
11 until 11:11 a.m.)

12 THE EXAMINATION BY MR. COX CONTINUES.

13 Q All right. So my -- my question was, I think,
14 before we left was: What are you -- what are you
15 demanding in that letter?

16 A I was demanding the 50,000 and at a certain time
17 limit. And it wasn't met. I mean, we were asked
18 for it to be done by December 25th -- where am I
19 at?

20 Q I know it was the day after Christmas.

21 A Yeah. Yeah. December the 25th. And it -- I mean,
22 it's -- I just wanted a -- you know, a certified
23 check -- bank check because it just -- that just
24 helps it along a lot faster.

25 MR. WILLEY: It was the 27th. It's down

1

2 Q Okay. All right. So you demanded \$50,000?

3 A Yeah.

4 Q Thought that -- that bodily-injury policy limit?

5 A Uh-huh.

6 Q And you demanded, what, that some type of

7 settlement agreement, correct?

8 A Yeah.

9 Q Okay. And an affidavit --

10 A Yeah.

11 Q -- from Ms. Ham --

12 A Uh-huh. Uh-huh.

13 Q -- regarding coverage --

14 A Uh-huh.

15 Q -- and what she had?

16 A Yes.

17 Q And you wanted -- you wanted it there by five

18 o'clock on December 27th?

19 A Yes.

20 Q Okay. All right. All right. And you said that

21 you did see the information in the documentation

22 that -- that Allstate sent to your law firm in

23 response to --

24 A With the --

25 Q -- that letter, correct?

1 A Uh-huh.

2 Q Okay. Did you -- did you reject that affidavit for
3 any reason?

4 MR. WILLEY: Object to the form.

5 A I objected because -- mainly, because it's a check
6 -- a cashier's check.

7 Q Okay. All right. And that's -- that's all I'm
8 trying to figure out, is --

9 A Yeah.

10 Q I mean, you know --

11 A Yeah.

12 Q -- obviously, you rejected the settlement. I'm
13 just trying to --

14 A Uh-huh.

15 Q --- figure out why --

16 A Yeah.

17 Q -- okay?

18 A All because of the check --

19 MR. WILLEY: Object.

20 A -- the check.

21 Q Okay.

22 MR. WILLEY: Object to the characterization --

23 A Yeah. Yeah.

24 MR. WILLEY: -- that she rejected a
25 settlement.

1 A Uh-huh. I rejected the check, the settlement.
2 Q Did -- did somebody else reject the settlement?
3 A I did.
4 Q Okay. All right. All right. All right. The --
5 there -- there's a document in there, that y'all --
6 that -- that you requested in your demand letter,
7 called a "Covenant Not to Execute." Did you reject
8 that document for any reason?
9 MR. WILLEY: Object to the form. (To the
10 deponent) And you can't --
11 A You have to ask --
12 MR. WILLEY: You can't say anything --
13 THE DEPONENT: Yeah.
14 MR. WILLEY: -- that we've discussed.
15 THE DEPONENT: Yeah.
16 A You'll have to talk with him about that.
17 Q Okay. Do you know of any reason or anything that
18 was contained in that "Covenant Not to Execute"
19 that did not meet the requirements in your demand
20 letter?
21 A The check didn't meet the requirements.
22 Q I'm talking about the -- the -- the "Covenant Not
23 to Execute."
24 A You'll have to talk with him about that. I -- I
25 mean, you just have to talk to my lawyers about

1 certified check, okay? Right there, just -- just
2 leaning on that one point right there, it didn't --
3 it didn't meet the demands of what I asked for in
4 that letter. I mean, it shouldn't go no further
5 than that. That was one of the demands that was
6 not met, so it shouldn't go no further than that.
7 Why are you asking about the rest of it? That's
8 one thing. That's enough. One thing is --
9 Q Because I'm just trying to --
10 A -- enough.
11 Q -- find out all the reasons that you rejected it.
12 A Well, that one reason is enough for me. Pfft. It
13 was enough. It was enough.
14 Q Okay.
15 A I mean, point-blank --
16 Q Did you --
17 A -- it was enough.
18 Q Did you ask for any other amount of money that
19 Allstate did not send you?
20 A I'm sure. I know I had -- the clothes that they
21 had to cut off me were -- they were all Harley-
22 Davidson clothes, expensive. I know I -- I missed
23 that, and that was in there somewhere, but, I mean,
24 that was -- that's -- I don't know. It's just --
25 it's -- it's just that it aggravated me that when

1 they brought me in here and showed me the check and
2 I had the letter in front of me, what we asked for,
3 and then it wasn't done, that just -- just threw me
4 for a loop. It just -- I said, you know, "Let's
5 just take this off the table. Let's just go and do
6 what we got to do because I'm not being taken
7 serious. Don't understand that my life has been
8 flipped upside down, and if you can't take a simple
9 check and do it the way I ask, after everything
10 I've been through, I don't want it. It's off. I
11 don't want it."

12 Q All right.

13 A I mean, that's just --

14 Q Was --

15 A I mean, if you can't do something that simple,
16 after everything that I've had to go through, "Take
17 it off. Take it off." And that's what they did.

18 Q Okay. And, so, because of that, you now --

19 A Because of that, that --

20 Q -- you --

21 A -- that topped it.

22 Q -- you now want to pursue Ms. Ham's personal
23 assets?

24 A I don't want to -- I want whatever I can get
25 because y'all have taken my -- she has taken my

1 Q So, what property damage are you claiming as a
2 result of the accident?

3 A I know the boots were 250-something -- 800? -- no --
4 - \$250-something was the boots, I know, because I'd
5 just bought those.

6 Q Okay. And you -- you'd said the boots, they --
7 what, they had to cut those off?

8 A Yeah. They had to cut --

9 Q Okay.

10 A -- those off because you couldn't get my foot --
11 everything was mangled.

12 Q Okay.

13 A They had to cut my pants off. Those was all
14 Harley-Davidson, too, and "Harley-Davidson" stands
15 for a hundred dollars each. "H-D" stands for a
16 hundred dollars when you're talking about them.
17 But --

18 Q Okay. So pants were a hundred dollars?

19 A I'm not sure how -- just about -- I'm not sure how
20 much the pants were. I lost --

21 Q Well -- but give me a -- I mean --
22 A -- estimate?

23 Q -- what's -- what's the most they were worth?

24 A Gosh. I paid \$150 for one pair.

25 Q Okay.

1 A I mean --

2 Q I hear you. I'm --

3 A -- just because, I mean, I like, you know . . .

4 Q Sure. They -- they were Harley-Davidson pants?

5 A Yeah.

6 Q Okay.

7 A Oh, yeah. The shirt -- the jacket was Harley. The

8 shirt was. I lost --

9 Q What was wrong with the jacket?

10 A The jacket was tore. It was just -- I mean, they

11 had to -- from the wreck. It was just -- and they

12 had to get it off of me, and I couldn't move, and

13 they had to cut part of it to get it off of me.

14 Q All right. And that -- was that a Harley-Davidson

15 jacket, too?

16 A Yes. It was. Yes. It was.

17 Q And how much did that cost?

18 A Oh, that jacket was over 300 because that was the

19 black one with the symbols, that I had the patches

20 on it, put on the back, so that was over 200.

21 Q Do you still have that jacket?

22 A No. I don't.

23 Q Okay. What other --

24 A I've got one of the shoes, but that's it. The

25 other one --

1 A -- but they -- they cut them off, too, so

2 Q Okay.

3 A I mean, but

4 Q All right. So, how much was the shirt?

5 A It was that long-sleeve shirt that says -- matter

6 of fact, it said, "Can you see me now?" That was a

7 neon shirt, so It was long sleeves. And I

8 got that on sale. Forty? Right at \$40, I think.

9 Q Fifty -- fifty bucks fair?

10 A Yeah. Around 50 dollars.

11 Q Okay. And you'd mentioned your -- they cut off

12 your bra. Did they cut off your bra and --

13 A Yeah. Yeah.

14 Q -- underwear?

15 A They -- yeah. They had to cut everything off

16 because I literally was -- I was mangled, just --

17 yeah.

18 Q All right. Okay. And what about the cost of

19 those?

20 A Say 50 for both.

21 Q Okay.

22 A Fifty dollars for underwear, you know.

23 Q Okay. Was there anywhere in that letter, that you

24 sent there, that was sent by your lawyers, that's

25 Number -- is that Number 3? 2? 3? --

1 A I think my cell phone was even gone on that wreck,
2 too. I don't know what happened to it. The funny
3 thing about it, the last thing that I remember is -
4 - when I went over that hood of that car, I
5 remember seeing her on the cell phone. I really
6 can't believe that. I know it was in a letter
7 because I know they wrote down -- specifically
8 asked me about my clothing and stuff because I was
9 really mad about the boots because I had just
10 bought those boots.

11 Q Do you know when that was?

12 A What? When I bought the boots?

13 Q No. When you . . .

14 A At the exact date, no, I don't. But I remember we
15 -- we were discussing that, and I was adamant about
16 the boots and the jacket. Because I'm a woman, I'm
17 picky about my clothes, and -- and they did cost.
18 It was in a letter. I'm not sure it's in this
19 letter. I don't see it.

20 Q Okay.

21 A But, yeah, it was.

22 Q Do you know if --

23 A That was brought up

24 Q -- it may've been in -- in conjunction with the --
25 the -- the lawsuit against Ms. Ham?

1 A I'm not sure.

2 Q Okay.

3 A I'm not sure.

4 Q All right. And you mentioned a cell phone. You're

5 not sure what happened to it, but what -- what kind

6 of monetary value would you put on that if it was

7 damaged in the accident?

8 A It was about -- it wasn't no expensive cell phone.

9 It was like \$50 or whatever. I mean, it wasn't an

10 expensive cell phone.

11 Q Okay. All right. If -- I mean, are you generally

12 kind of aware that -- obviously, if there's money

13 paid, that it's generally in -- in response, that

14 the person who's paid the money gives some type of

15 a release or some type of a settlement document in

16 exchange for that? Do you understand that's kind

17 of --

18 A That --

19 Q -- the way it works?

20 A That I sign -- you know, if you -- yeah. When this

21 is all over, you know, if -- when we agree on an

22 amount or whatever and I settle, yeah, I know I

23 have to sign off.

24 Q Yeah. Right.

25 A Yeah.

1 find it for you. They probably just needed
2 . . . Okay. There you go.
3 And I'm going talk -- ask you to read right
4 where it starts -- where is it? -- "Instead" --
5 right there. You can read out loud, if you want.
6 A Okay. "Instead of acting in -- in bad faith and
7 trying to trick us, please just send a reasonable
8 proposal [sic] release that does not include an
9 indemnification that was [sic] released and [sic]
10 the property-damage claims."
11 Q That's -- that's good.
12 A "Acceptance" -- okay.
13 Q All right. And, so, here, you agree that -- that
14 the letter is saying that, "Don't try to get any
15 type of release for property damage," correct?
16 A The letter says it doesn't include it.
17 Q Yeah. "Don't -- don't send us a proposed release
18 that includes the release of any property-damage
19 claims" --
20 A Yeah.
21 Q -- right?
22 A Yeah.
23 Q Okay. So you didn't expect that -- that Allstate
24 would send you money for property damage --
25 A No. I was --

1 Q -- but not get a release?

2 A -- going to tie it all into one --

3 Q Okay.

4 A -- you know?

5 Q Right. Well, you would expect that -- I mean, if

6 you were asking for -- to be paid for that, you

7 would also expect to have to sign a release for

8 that?

9 A Yeah.

10 Q Okay.

11 A But I didn't want to sign anything until everything

12 was -- everything was met.

13 Q Okay. All right. And looking at Number -- at

14 Number 3 --

15 A It's this?

16 Q Okay.

17 A Okay.

18 Q And -- and do you see in here where it says, "The

19 covenant is -- is for the bodily injury only and

20 preserves your client, and we'll give him his right

21 to pursue a property-damage claim should one be

22 presented"?

23 A Uh-huh.

24 Q Okay. So -- so Allstate complied with what the

25 letter said, "Do not send any type of a -- of a

1 release with the property damage being released"?

2 Do you agree with that?

3 A What? When y'all sent this check?

4 Q Yes, ma'am. Well, no. The -- the -- the release
5 did not include any type of release for any type of
6 a property-damage claim? And -- and Allstate's
7 saying, "Look, if you want to present one, we'll be
8 glad to deal with that."

9 A I don't know. I'm not sure. I'm not sure. When I
10 seen that check, it just, you know -- and I seen
11 how -- how I felt like I was being played, I just
12 dropped it on that.

13 Q Okay.

14 A I mean . . .

15 Q All right. In your earlier settlement, that you
16 received with the Anastopoulos firm, did you receive
17 a certified check in that --

18 MR. WILLEY: I'm --

19 Q -- accident?

20 MR. WILLEY: I'm --

21 A That shouldn't have nothing to do with this.

22 MR. WILLEY: Yeah. I'm going to object to the
23 form, and what we'll do is we'll allow you
24 -- I don't know if that settlement was
25 confidential or not, so what we'll do is --

1 THE DEPONENT: Yeah.

2 MR. WILLEY: -- an "R."

3 THE DEPONENT: Uh-huh.

4 MR. COX: Okay.

5 MR. WILLEY: Last name's "Flynn."

6 MR. COX: Flynn?

7 A Yeah. It was Flynn.

8 MR. COX: Sam Flynn? Okay.

9 A Sam Flynn, yeah.

10 MR. WILLEY: Uh-huh. Yeah.

11 MR. COX: That must be who that is. All

12 right. Those are all the questions I have.

13 MR. WILLEY: Okay. I just have a couple, and

14 I just want to make sure we're clear.

15 EXAMINATION

16 BY MR. WILLEY:

17 Q All right. Ms. Goodwin, you knew that, in December
18 of 2014, there was a chance that the \$50,000
19 would've been the only applicable policy that Ms.
20 Ham had, correct?

21 A Yes.

22 Q And you were willing to accept that \$50,000 in
23 settlement of your bodily-injury claim if Allstate
24 complied with the other terms of your offer,
25 correct?

1 A Yes.

2 MR. COX: Object to the form.

3 A Yes.

4 Q Okay. And it's your understanding they did not do
5 that?

6 A Yes.

7 MR. COX: Object to the form.

8 MR. WILLEY: (To Mr. Cox) What's wrong with
9 the form?

10 MR. COX: It's leading.

11 MR. WILLEY: Well, I'm crossing. It's your
12 depo.

13 MR. COX: It's your client. You can't lead
14 your client, I mean --

15 MR. WILLEY: Of course I can.

16 MR. COX: -- under any circumstances.

17 MR. WILLEY: Okay. All right. Well, I
18 disagree with that, but . . . That's all I've
19 got.

20 MR. COX: All right.

21 REEXAMINATION

22 BY MR. COX:

23 Q What was your understanding --

24 MR. COX: (To Mr. Willey) And you've opened
25 the door.

1 Q What is your understanding as to how Allstate did
2 not comply with the demand letter?
3 A I mean, we sent a letter and it had, you know, a
4 few demands --
5 Q Uh-huh.
6 A -- in the way they wanted the check, and . . .
7 Q All right. So, tell me what it is --
8 A The check is the main thing. The check is the main
9 thing because I --
10 Q I get that.
11 A -- figured, if you can't, at least, get the check
12 right . . .
13 Q Uh-huh. Even though it's --
14 A I mean --
15 Q -- the same amount of money, right?
16 A It -- the amount isn't the thing. It's the way we
17 asked for certain things to be done, and it wasn't
18 done.
19 Q Okay. We got the check.
20 A And if I can go through --
21 Q What else?
22 A -- all this and y'all can't even get a check right,
23 there's a problem.
24 Q All right. We talked about the check. What else?
25 And what is your understanding in how to -- as to

1 what else was wrong with what Allstate sent in
2 other than the type of check?
3 A Because y'all didn't care enough about me or what I
4 was going through or what had happened to me to --
5 to do the right thing.
6 Q Which is the check you've talked about, right?
7 A Which is the check, and it's --
8 Q Okay. What else?
9 A -- you know, just --
10 MR. WILLEY: I'm going to object to the form.
11 THE DEPONENT: Yeah.
12 MR. WILLEY: (To Mr. Cox) She says she
13 doesn't --
14 A It's -- yeah.
15 MR. WILLEY: -- know. I mean, we don't know.
16 A I mean . . .
17 MR. COX: (To Mr. Willey) Okay. Well, you
18 asked her if she had an understanding.
19 A Yeah. I --
20 MR. COX: And, so --
21 MR. WILLEY: Her understanding's the check.
22 A Yeah.
23 MR. COX: What --
24 MR. WILLEY: She said that like --
25 A That's just my understanding.

1 MR. COX: Okay.

2 A It's the check --

3 MR. WILLEY: -- 50 times.

4 A -- you know, and . . .

5 Q And I -- I'm going to ask you: Is there anything

6 else other than the type of check?

7 A It's just the way y'all handled it. It's the way

8 you handled --

9 Q Okay.

10 A -- it and the way you couldn't even -- I mean, I

11 thought --

12 Q What --

13 A -- that was pretty simple. Everything I was going

14 through, that was the simple part, is that you just

15 go by the letter. That's all you had to do. That

16 was the simple part. I was going through the hard

17 part.

18 Q Okay. And, so, the way they -- the way that

19 Allstate handled it was the different type of check

20 that you're complaining about?

21 A Yeah.

22 Q Okay. Anything else? Any other thing that --

23 A I just --

24 Q -- Allstate --

25 A I just didn't like --

1 Q -- did not do?

2 A -- the way -- I just didn't like the way y'all
3 couldn't even handle that. I mean, couldn't even -
4 - didn't have enough respect for me and what I was
5 going through to do that -- do the right thing. I
6 felt like y'all just didn't do the right thing by
7 me in this. It's -- and the check just blew it. I
8 just -- I'm sorry. It's just, you know, if y'all
9 just knew me beforehand and then know me now, money
10 is really not a whole, big object to me. It's my
11 life, the way it's been taken from me, that I will
12 never get back --

13 Q Okay.

14 A -- and that I'm going to have to live with the rest
15 of my life. It's just -- I was very active, easy-
16 going, enjoyed life, just -- I had it made until
17 this accident, and I have struggled. I have been -
18 - every day, I've been in pain. I have done
19 things. I have wished and prayed to God, "Please
20 just let me die. Just let me die because I can't
21 take no more."

22 Q Okay.

23 A I mean, I have been to that point.

24 Q All right.

25 A And it's just

1 Q So the -- so the answer, I guess, to my question
2 is: When I asked you, "Was there any other reason
3 that you rejected the settlement other than the
4 type of check?" that answer is "no"?

5 MR. WILLEY: Object to the form.

6 A There was -- that was just one of the reasons, but,
7 I mean, it was just -- it was a --

8 Q Okay. So, what other reasons were there?

9 A Just that y'all -- y'all couldn't -- y'all didn't --
10 - y'all didn't do what we asked.

11 Q I know, Ms. Goodwin.

12 A You just didn't do what we asked.

13 Q I hear what you're saying. I mean, you --

14 MR. WILLEY: (To Mr. Cox) She said that she
15 can't recall any more.

16 A I can't.

17 MR. WILLEY: She's never going to recall, no
18 matter how you ask it.

19 A Yeah. I mean --

20 Q Well, I know you --

21 A No matter -- no matter how you do it, the main
22 thing was the check. I mean, I saw -- I looked at
23 it. I said, "Well" --

24 Q Okay.

25 A -- "why is this check" --

1 Q Just -- all right.

2 A -- "not like this?" And --

3 Q Calm down. Slow down.

4 Okay. All right. You've said that there were

5 other reasons, right, other than the check? What

6 are those reasons?

7 A That reason is because I didn't think -- like I

8 said, what all I was going through and what all had

9 happened to me, and if you can't even get a check

10 right . . .

11 Q Okay. Anything else other than the check?

12 A You didn't care. Y'all didn't care. Y'all didn't

13 want to take responsibility --

14 Q I don't understand how you can say that.

15 A -- of what had happened to me. You didn't care.

16 Q All right.

17 A If you would've cared, you would've went by the

18 letter, you would've done what we asked, and this

19 would all been over with. But you did not care

20 enough about me. Me. I'm a person, just like you

21 are.

22 Q Uh-huh.

23 A I'm a person, and you did not care enough about

24 what happened to me --

25 Q And the --

1 A -- and what I was going through.

2 Q All right.

3 A And that just knocked me for a flip because I don't
4 understand how somebody can run over somebody and
5 they not care what happens to them -- they not
6 care. I know there's people in the world like
7 that, but that just threw me for a flip because I
8 was going through so much, and I had been through
9 so much, and you can't --

10 Q Well --

11 A I don't think that that was a lot to ask through
12 that letter. That demand on that check and stuff,
13 I don't think that was a lot to ask compared to
14 what I've been through.

15 Q Okay. And, so --

16 A And you didn't care.

17 Q And, so, the only reason that you believe or have a
18 feeling that Allstate did not care was because of
19 the type of check they sent --

20 MR. WILLEY: I object to the form.

21 Q -- is that correct?

22 A No. It's just -- it's that you did -- that's one
23 of the things. You just did not care.

24 Q Okay.

25 A The check is the main thing. The check was the

1 main thing that just threw me over. I'm thinking
2 --
3 Q All right. And --
4 A -- "If you can even get a check right" --
5 Q Ms. Goodwin --
6 A -- "what am I doing?"
7 Q I understand. All right. So that was one of the
8 reasons.
9 A Yeah.
10 Q I'm just asking you what the other reasons were.
11 And -- and I don't understand how you can say there
12 are other reasons if you don't -- can't tell me
13 what they were.
14 A That you didn't care. That y'all didn't care
15 enough --
16 Q Okay.
17 A -- to do things --
18 Q I understand.
19 A -- by the letter.
20 Q And you don't need to say that again.
21 MR. WILLEY: (To Mr. Cox) All right.
22 A Well, that's what you keep --
23 Q I'm just asking --
24 A -- asking me. You keep --
25 Q No, no.

1 A -- asking me what --
2 Q I'm just asking you what the other reasons are.
3 What was it -- what else --
4 A I cannot --
5 Q What else was wrong --
6 A -- recall right now.
7 Q -- with what Allstate did?
8 A You can just discuss that with him. I cannot
9 recall right now, but I know the main thing that
10 stuck in my head is, "If they can't even get a
11 check right, I'm done." That was the main thing.
12 And I don't -- however you want to ask me about
13 that, over and over and over again, the main thing
14 that stuck in my head, "If you can't even get a
15 check wrote right, the way I asked it, after
16 everything that I've had to be -- gone through,
17 knock it off the table. I'm done." And that's
18 what they did.
19 Q Okay.
20 MR. WILLEY: Good?
21 MR. COX: Sure.
22 MR. WILLEY: Okay.
23 MR. COX: All right. Thank you very much.
24 THE DEPONENT: Thank you.
25 FURTHER DEPONENT SAITH NOT.

EXHIBIT C

FILED

2017 DEC 18 PM 12:38

SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

ALLSTATE FIRE & CASUALTY
INSURANCE COMPANY,

Plaintiff,

v.

PAMELA GOODWIN,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE 4TH JUDICIAL CIRCUIT
CASE NO: 2015-CP-16-0815

**DEFENDANT'S SECOND
SUPPLEMENTAL RESPONSES TO
PLAINTIFF'S FIRST REQUESTS FOR
PRODUCTION OF DOCUMENTS**

TO: JOHN T. LAY JR., ESQUIRE, A. JOHNSTON COX, ESQUIRE, AND JANICE HOLMES, ESQUIRE, ATTORNEYS FOR PLAINTIFF ALLSTATE FIRE & CASUALTY COMPANY

Defendant, PAMELA GOODWIN ("Defendant"), hereby serves upon Allstate Fire & Casualty Insurance Company ("Plaintiff") the following Second Supplemental Responses to Plaintiff's Requests for Production of Documents pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure.

REQUESTS FOR PRODUCTION

2. Copies of all fee agreements with any attorney in connection with representation on your behalf related to the automobile accident on August 20, 2014.

SUPPLEMENTAL RESPONSE:

Defendant craves reference to the fee agreement produced herewith.

[Signature Block on Following Page]

Respectfully submitted,

ANASTOPOULO LAW FIRM, LLC

/s Matthew L. Nail

Eric M. Poulin, Esquire

S.C. Bar No.: 100209

Roy T. Willey, IV, Esquire

S.C. Bar No.: 101010

Matthew L. Nail, Esquire

S.C. Bar No.: 102329

62 Columbus Street

Charleston, South Carolina 29403

(843) 614-8888

ATTORNEYS FOR DEFENDANT

Charleston, South Carolina
October 9, 2017

ANY DISPUTE REGARDING THIS AGREEMENT OR ANY SERVICES RENDERED UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE SOUTH CAROLINA ARBITRATION ACT, S.C. CODE AN. '15-48-10 *et seq.* AS AMENDED, TO THE FULL EXTENT AS IS PERMISSIBLE UNDER THE ACT.

ATTORNEY RETAINER AND CONTINGENT FEE AGREEMENT

In consideration of legal services to be rendered by ANASTOPOULO LAW FIRM, LLC, Pamela Goodwin the undersigned, hereinafter referred to as the "Client", retains the ANASTOPOULO LAW FIRM, LLC herein after referred to as the "attorney", to represent him/her with respects to all claims against Helen Metroto and whomever (including corporations and governmental bodies) may be liable for all damages, (actual, consequential, special and/or punitive) and injuries suffered by the Client resulting from the incident which occurred on or about 8/20/14, hereinafter referred to as the "Claim". Furthermore, if wrongful death and/or survival claims are pursued, the Client authorizes the attorney to prosecute this case on behalf of all legal beneficiaries of the decedents.

Client employs and authorizes the above attorney, their agents and employees, to take all steps in this matter deemed by attorney to be necessary and appropriate to obtain a satisfactory result, including but not limited to, securing a complete investigation, instituting legal proceedings, entering into settlement negotiations, preparing for and/or proceeding to trial and/or discontinuing litigation. Attorney agrees not to settle or compromise the case without the Client's approval regarding the terms and form of the settlement. Client understands and consents that any of the attorneys from the ANASTOPOULO LAW FIRM, LLC or associate counsel is authorized to serve as the attorney on the claim or case. It is further understood and agreed that the attorney is not obligated or under employment to negotiate or settle property damage issues, or establish or maintain probate accounts or open probate estates.

Client agrees to pay the attorney a fee, contingent on what is recovered in this matter by way of settlement, judgment or otherwise, to be computed as follows:

- (1) 33 1/3 % of the total amount recovered before suit is filed; or
- (2) 40 % of the total amount recovered after suit is filed (whether tried or not);

In the event an appeal is taken, a separate agreement shall be entered into between the parties regarding additional services to be provided by attorney for the appeal and additional attorney fees and expenses related to the appeal only.

IN ADDITION TO AND AFTER DEDUCTION OF, THE ABOVE ATTORNEY FEES, Client shall pay to attorney all case cost, expenses and any other monies advanced by attorney in connection with said matter at the time of the disposition of the case. Said expenses shall include, but not be limited to investigation, travel, lodging, physician and/or expert witness fees, consultant fees, settlement, mediation, and/or trial presentations and/or exhibits. In addition to the aforementioned expenses, an amount will be deducted from Client's recovery for repayment of administrative expenses incurred for copying cost, postage, long distance calls, delivery cost, mileage, etc. If said administrative cost exceeds seventy-five dollars (\$75.00), the said expenses will be itemized on Client's Disbursement Sheet; otherwise, a flat charge of (\$75.00) for administrative cost will be charged. Client understands that all expenses incurred for medical treatment are the exclusive responsibility of the Client and Client further extends permission to attorney to deduct from Client's share and to directly pay any unpaid balances due to others concerning liens and authorizes attorney to deduct from Client's share and to directly pay any unpaid balances due to doctors, chiropractors, hospitals, healthcare providers, expert medical witnesses, or medical creditors in connection with the case. Client further authorizes attorney or an employee or agent of attorney to contact Medicare and Medicaid about any potential medical lien, and to negotiate and/or pay any outstanding lien to Medicare/Medicaid out of Client's share of the recovery. Client understands and agrees that attorneys fees are computed and paid before expenses are deducted or liens are paid. Attorney shall have a lien on said claim, suit or recovery for said fees and expenses.

I understand that ANASTOPOULO LAW FIRM, LLC will review my case prior to a lawsuit being filed and has the sole discretion on whether attorney will proceed with a lawsuit. It is also understood that the attorney retains the right, at any time, following the investigation, discovery or research, to release itself from this contract and withdraw from the representation of the Client, if it appears to the attorney that circumstances have developed which would hinder continued effective litigation of the case or that continued litigation would not be cost effective or result in a sustainable or collectible judgment.

If an offer of settlement is made, and attorney recommends to the Client that the offer be accepted, but Client refuses to accept the offer, attorney may withdraw from the representation of Client, so long as withdrawal can be accomplished without prejudicing the client. Neither inconvenience in locating a replacement counsel nor inability to retain substitute counsel is to constitute prejudice to the client. If attorney should withdraw following Client's refusal to accept a recommended offer of settlement, and one or more of the claims covered by this contract ultimately results in a recovery, attorney will be entitled to fair compensation for the work done by him and to reimbursement of expenses and advancements made by him before withdrawing. Fair compensation in such instance is defined as, the part of the contingent fee that best represents the contribution made and risk assumed by attorney relative to the total of all contributions and risks viewed retrospectively as of the resolution of the claims covered by this contract.

Client hereby appoints attorney as limited attorney-in-fact to receive and endorse any and all funds paid to client as a result of the claims rendered herein, solely for the purposes of depositing said funds in attorney's trust account pending clients' instruction as to disbursement as set forth herein. This appointment is provided as a convenience to the client and to expedite distribution of net proceeds to the client.

If the client discharges attorney, (a) attorney will be entitled to the reimbursement of all expenses, regardless of whether the claims covered by this contract produce any monetary recovery; and (b) attorney will be entitled to fair compensation for the work performed prior to discharge if there is an ultimate monetary recovery. In the event client discharges attorney, ANASTOPOULO LAW FIRM, LLC will acquire a lien on any outside recovery for an amount totaling the fee due under this contract based on ANASTOPOULO LAW FIRM, LLC's highest settlement offer prior to client's discharge of attorney.

Client authorizes attorney to destroy or dispose of client's file contents and all evidence gathered in connection therewith, and any of client's property in the attorney's possession relating to the case, six (6) years following the conclusion of the case or the conclusion of attorney's representation unless Client notifies attorney in writing that Client wants a copy of the file and pays all copying costs.

Client authorizes attorney and all agents and employees to give any medical providers, insurance adjuster, attorney information regarding the case.

Client does hereby authorize ANASTOPOULO LAW FIRM, LLC to engage the services of any attorney, whether or not such attorney is a member or employee of ANASTOPOULO LAW FIRM, LLC for and on behalf of the Client if it is deemed to be in the best interest of Client, so long as the fee charged to Client is not altered in any way.

Client: Pamela Renee Goodwin

Attorney: Adam G. Anastopoulos

Date: This 22 day of August, 2014

EXHIBIT D

FILED
2017 DEC 18 PM 12:39
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

Akim A. Anastopoulos (SC)
Renee M. Anderson (SC)
John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (GA)(NC)(SC)
Casey Van Valkenburgh (SC)(IL)
Philip Heath Ward (SC)
Roy T. Willey, IV (SC)
*Affiliate Counsel

ANASTOPOULO LAW FIRM

Toll Free: 1 (800) 313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
www.AldmLawFirm.com

Friday, December 12, 2014

PRIVILEGED AND CONFIDENTIAL:
RELATING TO SETTLEMENT DISCUSSIONS

Sonya-Wise NNB
Allstate Fire & Casualty Insurance Company
P. O. Box 7068
Columbia, SC 29202-7068

RE: My Client(s): Pamela Goodwin
DOL: August 20, 2014
Claim #: 0338287329
Pages: 10, Not Including Enclosures

Dear Ms. Wise:

INADMISSIBILITY OF OFFER OF COMPROMISE

Pursuant to South Carolina Rule of Evidence, Rule 408, statements made in compromise negotiations are not admissible at trial. This rule is identical to the Federal Rule and designed to encourage the settlement of controversies by permitting parties to discuss their cases candidly with the assurance that admissions and proposals for compromise made in the course of their good-faith settlement negotiations may not be used against them to later prove liability. Hunter v. Hyder, 236 S.C. 378, 114 S.E.2d 493 (1960). However, evidence of an offer to compromise may be admissible for some other purpose. Meehan v. Commercial Casualty Ins. Co., 166 S.C. 496, 165 S.E. 194 (1932). This entire letter and all of the exhibits attached are submitted with a view toward compromise of this claim. If you do not agree that everything that follows is inadmissible during the litigation of this matter, please stop reading and immediately destroy this letter and its attachments and immediately notify us of your refusal to review our attempt to compromise this claim.

OFFER OF COMPROMISE

This notice, demand, and offer of compromise is directed to you as the insurer of Helen Ham. This letter is written to submit an offer of compromise regarding Pamela Goodwin's claims against your insured(s) in the above-referenced matter. Additionally, this letter places

Date Due:
By 5:00 PM,
12/20/2014
SINCE 12/27
15 ON SAT

you on notice, consistent with the dictates of Tyger River Pine Co. v. Maryland Casualty Co., 170 S.C. 286, 170 S.E. 346 (1933) of a time-limited demand for the payment of policy limits of Helen Ham's insurance coverage.

I. LIABILITY OF HELEN HAM

On the evening of August 20th, 2014, at or about 6:30 pm, Ms. Pamela R. Goodwin, my client, was travelling down E. Home Avenue in Hartsville, South Carolina on a Yamaha motorcycle. The sun had not yet set, (Source: U.S. Naval Observatory). Ms. Ham pulled out from the stop at the intersection of E. Home Avenue and Lee Street, without looking, to make a left turn. Ms. Ham chose to drive at an excessive rate of speed, and did not keep a proper look out, endangering the lives of everyone in her path. Unfortunately, the Goodwin family, and Ms. Pamela Goodwin, became her victims.

Ms. Goodwin loved to ride motorcycles. She worked full-time as a bartender at Larry Moore's Bar and Grill. On August 20th, 2014, she left her home to go to work. She was riding her cousin's motorcycle. At the same time Ms. Goodwin was traveling along E. Home Ave., Ms. Ham came to the stop sign at the corner of Home Ave. and Lee Street. Ms. Goodwin made it to the intersection. She remembers seeing Ms. Ham's vehicle pull out into the intersection. Ms. Goodwin tried to swerve so that she would not be hit, but Ms. Ham was driving too fast and did not see Ms. Goodwin. Ms. Ham's vehicle smashed into Ms. Goodwin's leg and the motorcycle. The impact of the Ms. Ham's vehicle against the motorcycle launched Ms. Goodwin through the air into the woods. The impact of the collision and the resulting landing caused Ms. Goodwin severe injuries. The first thing she noticed when she came-to was that her foot was bent completely backward toward her knee. Ms. Goodwin was in severe pain. The emergency first-responders had to cut off Ms. Goodwin's pants and boots just to treat her.

Ms. Goodwin was severely injured because Ms. Ham failed to keep a proper lookout before pulling out into traffic to make her left turn. Ms. Ham negligently accelerated to a high speed before looking both ways, and broad-sided Ms. Goodwin. It is possible that Ms. Ham was distracted by the use of her cell phone, or otherwise, as she made her turn, but it is undisputed that she did not react in any manner before striking Mr. Goodwin. In fact, the police officer that responded to the scene stated in his report that Ms. Ham "failed to yield" when she pulled out and struck Ms. Goodwin, knocking her off the motorcycle and causing her substantial, excruciating, and debilitating injuries (See Exhibit A, Police Report).

In a lineal sense, there are three factors that Ms. Ham had control over that would have aided her reaction time. First, she could have been travelling at a lower rate of speed. Travelling at a lower rate of speed would have allowed her to avoid striking and injuring Ms. Goodwin, since she would have had more time to react once she saw her, and/or would have had the opportunity to brake or swerve. Second, she could have been not distracted while driving. If Ms. Ham was not distracted she could have seen Ms. Goodwin sooner, thereby affording her more time to react and avoid striking him. Third, she could have kept a proper lookout before making a turn on a busy street. Unfortunately, she did not avoid Ms. Goodwin, and as a result Ms. Goodwin was injured, making liability in this case clear.

II. DAMAGES

Pamela Goodwin's Injuries

Ms. Goodwin was a full-time bartender at Larry Moore's Bar & Grill. She had just become a grandmother at the time she was injured. She was on her way to work when Ms. Ham pulled out and knocked Ms. Goodwin off the motorcycle on August 20th, 2014.

Unfortunately, and due to the driving of Ms. Ham, Ms. Goodwin sustained catastrophic bodily injuries due the total body blunt force trauma from the vehicle driven by Ms. Ham inflicted upon her, and the subsequent impact with the ground and pavement (See Exhibit B, Medical Records). The impact resulted in Ms. Goodwin sustaining a crushed femur, broken in six places, and a broken foot. She no longer can work as a result of these injuries. Ms. Goodwin went through several operations. She almost lost both a leg and a foot. She will not be able to put weight on her feet for six months. As a result, Ms. Went from making \$250 per week from her side jobs, and \$800 per week from her job at Larry Moore's Bar & Grill, to making absolutely nothing. Ms. Goodwin cannot play with her grandchild, she cannot walk, she cannot ride horses or motorcycles, she cannot work, and she cannot live the life she was living before the incident, unfortunately, and due to Ms. Ham's driving Ms. Goodwin went from a life of independence to requiring in-home care.

Summary of Damages

Under South Carolina law, Ms. Goodwin is entitled to damages under a negligence claim. The value of negligence claims vary widely from anywhere between several hundred thousand, and several hundred million dollars. Ms. Goodwin is also entitled to receive compensation for her property damage, as well as punitive damages.

Ms. Goodwin suffered catastrophic injuries, and has permanent damages. Her medical bills alone are approaching \$100,000.00, without taking into consideration any future surgeries or therapy she may need. Therefore, we conservatively estimate the value of this claim at \$1,200,000.00.

Estimated Value: \$1,200,000.00

Punitive Damages

Please also be aware that striking a motorist due to recklessness, distracted driving, and other willful and wanton behavior subjects Ms. Ham to punitive damages, and that punitive damages may not be able to be discharged in bankruptcy under federal law or South Carolina law. Please be aware that, based on past precedent we expect this case to yield a verdict in excess of the policy limits. Accordingly, if you force this case to trial, the verdict is unlikely to be discharged in bankruptcy and we will follow Helen Ham for the rest of her life and take any property, and possessions she may ever accumulate until the verdict is paid in full.

From 2008 to 2010, South Carolina was one of the five worst states for motor vehicle safety, making potential jurors acutely aware of the risks of distracted and reckless driving.

As a result, potential jurors may know, or know of, someone who was injured or killed as a result of reckless driving. It is our belief these facts will drive the verdict in this case to be particularly harsh. It is our hope that this case will stop Ms. Ham from ever driving while

distracted and recklessly again.

III. DEMAND PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933), and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).

Based on Helen Ham's reckless driving and complete disregard for the safety of others on the road, the fact that she was likely distracted at the time she caused her vehicle to strike Ms. Goodwin, the fact that punitive damages will be imposed against Ms. Ham, the catastrophic injuries to Ms. Goodwin, her lost wages, and her ongoing pain and mental anguish, which she will experience for the rest of her life, we conservatively estimate the value of this case to be in excess of the policy limits. As there is a possibility that underinsured motorist coverage may be available to Pamela Goodwin, we cannot offer a full and final release at this time. Instead, we require payment of the policy limits of all applicable policies, under which you insure Helen Ham in a form that will not prejudice our client's right to seek recovery from any other insurance carriers. This offer of compromise requires that policy limits are RECEIVED¹ no later than 5:00 p.m. EDT on 12/27/2014, and requires that Helen Ham provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss. **THIS OFFER OF COMPROMISE INCLUDES A TIME-LIMITED DEMAND FOR PAYMENT OF POLICY LIMITS, AND, AT 5:00 P.M. EDT ON 12/27/2014, THIS OFFER WILL BE WITHDRAWN AND WE WILL OBTAIN AN EXCESS JUDGMENT AGAINST YOUR INSURED(S) WHICH WILL, IN TURN PROVIDE YOUR INSURED(S) WITH A CLAIM AGAINST ALLSTATE FIRE & CASUALTY INSURANCE COMPANY PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933) and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).** Please be aware that our demand for policy limits is not negotiable and that **ALL** conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn, and we will obtain an excess judgment against your insured and enforce it against her assets.* This offer of compromise does not include the resolution of any claims for any person's or entities other than those injury and property damage claims made by Ms. Goodwin. *Accordingly, any request for a release of claims for other persons or entities and/or any request for indemnification will constitute a counteroffer and rejection of this offer of compromise.*² *If you include indemnification or a release of claims that could be made by*

¹ Settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company as follows: Pamela Goodwin and the Anastopoulos Law Firm, LLC. The checks must be RECEIVED in my office no later than 5:00pm EDT on December 27, 2014. Anastopoulos Law Firm, LLC's Tax I.D. Number is 452775649. For your convenience, our firm's W-9 is also attached hereto (Exhibit C). These funds should be mailed to 2557 Ashley Phosphate Road, North Charleston, SC 29418.

² Please be aware that we have done everything reasonable to warn you that even a mere request for indemnification or a mere request for the waiver of any other rights or claims, including claims for loss of consortium or claims that could be made by or on behalf of any other person or entity, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it

other persons or entities in the proposed Release you send us, it will constitute a counteroffer and rejection of this offer of compromise even if you claim in a cover letter or other documents that you send to us that you have accepted our offer. Acceptance of this offer specifically requires you to prove a proposed Release that complied with this offer by the above deadline.³ Moreover, if there is any language in the proposed Release or any other documents you send us that requires or even requests Pamela Goodwin to make representations or warranties regarding the absence of medical liens or hospital liens or bankruptcy proceedings relating to Pamela Goodwin, the requirement or request will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. is perfectly capable of reviewing court records to verify this information, and attempting to shift the cost of verifying this information to our client(s) is not acceptable and will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.⁴ Accordingly, please be aware that a requirement or even a request for a "Lien Affidavit" or similar document

was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

³ Please do not attempt to send a proposed Release that includes indemnification or a release of any claims that could be brought by or on behalf of any person or entity other than our client, as we do not represent these persons or entities. The insurance company tactic of including indemnification or a release of unrelated parties in the proposed Release will not work against this firm and its clients. Please be aware that you cannot get around this requirement by sending a cover letter with a non-compliant proposed Release that says your "proposed Release is not a counteroffer." ***If you send a proposed Release that includes indemnification or that violates any other terms of this offer, it is a counteroffer regardless of whatever you put in your cover letter.*** Pursuant to this offer of compromise, your insurance company cannot provide a letter that says it accepts our offer and then try to trick us by providing a proposed Release that does not comply with our offer. Do not put indemnification language in the proposed Release you send to us in the hope that we will sign your proposed Release without reading it or in the hope that we will rely on a representation in your cover letter that you have accepted our offer of compromise when you have not provided a compliant release. If you do put indemnification language in the proposed Release, it is a counteroffer even if you try to say it is not, and, if you try this tactic, we will proceed to verdict and take your insured's assets until it is paid in full. Please also keep in mind that a proposed Release that includes the release of "any and all claims" would necessarily include claims not covered under this offer of compromise, such as loss of consortium, and is also a counteroffer and rejection. Instead of acting in bad faith and trying to trick us, please just send a reasonable proposed Release that does not include indemnification or the release of property damage claims. Acceptance of this offer of compromise requires you to make your acceptance through performance and not just mere words or promises. Part of the performance required to accept this offer is for you to deliver a proposed Release with the settlement check. Additionally, the proposed Release that is delivered with the settlement check must comply with the terms of this offer. ***Regardless of what you might say in your cover letter, if the proposed Release does not comply with this offer, it is a rejection and counteroffer.***

⁴ Please be aware that we have done everything reasonable to warn you that even a mere request for warranties or representations regarding the absence of medical liens or hospital liens or bankruptcy proceedings will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise.

by any other name will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Additionally, please be aware that it will be deemed a counteroffer and rejection of this offer of compromise if it requires or even requests the release of any individuals or entities other than Helen Ham and .⁵ Moreover, please be aware that it will only be released with respect to the bodily injury and property damage coverages of the subject policy and that it will not be released with respect to any other policies or coverages not identified herein. Payment must be made as described herein, and payment by any other method, including payment through the registry of any court or through the filing of an interpleader action, will not satisfy the terms of this offer of compromise and will result in the immediate and automatic withdrawal of this offer of compromise. Additionally, filing a declaratory judgment action will result in the immediate, automatic, and permanent withdrawal of this offer of compromise. Please be aware that, under South Carolina law, our offer of compromise must be accepted unequivocally and without variance of any sort and that a purported acceptance of this offer of compromise which imposes *or even requests* conditions beyond those contained in this offer will be construed as a counteroffer and rejection. Please also be aware, that under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See Maxton v. Payes, 313 S.C. 109, 437 S.E.2d 66 (1993). Additionally, any attempted counteroffer by will be deemed a rejection of our offer of compromise and will result in the immediate and permanent withdrawal of our offer of compromise. Furthermore, please be aware that sworn and notarized statements that there is no other insurance coverage that could pertain to this loss must accompany your payment of policy limits. For your convenience, we have provided an affidavit that meets this condition. *Please be aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.* Additionally, even if you send a cover letter that claims to "unconditionally" or "unequivocally" accept our offer of compromise, but you also send a proposed Release, a settlement check, or any other documents that include any conditions or provisions that are not part of this offer, it will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Please do not attempt to trick us by saying in a letter that you accept our offer of compromise and then trying to sneak in additional terms that are not part of our offer. Our offer of compromise must be

⁵ Please be aware that we have done everything reasonable to warn you that even a mere request for the release of any individuals or entities other than Helen Ham and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. *Moreover, please be aware that it will only be released with respect to the bodily injury and property damage coverages of the subject policy and that it will not be released with respect to any other policies or coverages not identified herein and that a request or requirement for a general release or a full and final release of will be a counteroffer and rejection of this offer of compromise.* Please do not place any additional releases on the settlement check, in the proposed Release, or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any request for the release of any individuals or entities other than Helen Ham and as described herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise. Once again, if you send a proposed Release that purports to release any additional individuals or entities, it will be a counteroffer and rejection regardless of any claims of acceptance you make in a cover letter or any other documents you send to us. This offer of compromise requires you to deliver a proposed Release that complies with the terms of this offer of compromise. This offer of compromise requires you to make your acceptance through performance and not just mere words or promises.

accepted by your insurance company's performance of the requirements of this letter and not by mere words that claims to accept the offer. Regardless of any statement that your insurance company has accepted or is accepting our offer of compromise, if your insurance company's actions and documents (i.e., your proposed Release, settlement check, etc.) do not comply with our offer of compromise, it will be a counteroffer and rejection of our offer. Acceptance of this offer of compromise requires performance and not just mere words or promises. Accordingly, in order to accept this offer of compromise, you must meet all of the terms and conditions of this offer of compromise, including, but not limited to, providing payment and a proposed Release that comply with the terms of this offer of compromise.

Please be aware that the only release we will accept is one that is limited in its scope to protecting your insured from Pamela Goodwin's rights to the personal assets of your insured. *Additionally, this offer relates only to personal injury and property damage claims (and not claims that could be made on behalf of any other person or entity); accordingly, a proposed Release or a statement on the settlement check or any other documents you send to us that purports to release or resolve "any and all claims" will be considered as a counteroffer and rejection of this offer, resulting in the immediate and permanent withdrawal of this offer.* Pamela Goodwin must not be prevented in any way from making a claim against her own insurance carriers. Despite the limited scope of our offer, our offer will protect the interests of your insured because it would only allow Pamela Goodwin to seek the proceeds of their own coverage and other applicable insurance policies relating to personal injuries and it would prevent Pamela Goodwin from seeking the assets of your insured as compensation for the personal injuries and property damages described herein.⁶ If you do not pay policy limits and meet the other requirements contained in this offer within the specified time limit, we will withdraw our offer of compromise and we will obtain an excess judgment against your insured and enforce it against her assets. In view of existing circumstances, we believe your insurance company should accord its insured the same faithful consideration it gives its own interests. If you do not pay policy limits in this case and meet the other requirements contained in this offer, pursuant to the terms of this offer of compromise, Helen Ham may be able to sue your company for compensatory and punitive damages for bad-faith failure to properly adjust this claim. Please explain to Helen Ham that she has the right to hire an attorney to represent her against Allstate Fire & Casualty Insurance Company and that she has the right to demand that you pay this demand in order to protect her property and possessions.

Please be aware that this letter constitutes Pamela Goodwin's formal offer and that no oral representations made before or after this letter can alter the terms of this offer. If, for any reason, this firm agrees to change this offer in any way, such changes can and will be made only in a writing that is signed by a member of this firm. The purpose of this paragraph is to specifically prevent from claiming that this offer was modified in any way by an oral communication. *Please be aware that, unless there has been a specific writing signed by a member of this firm that specifically changes this offer, the offer made by this letter has not been changed.* Additionally, there are and will be no oral offers made to resolve this case.

⁶ Please be aware that it is our current belief that Pamela Goodwin may have had underinsured motorist coverage with policy limits far below the full value of this case. However, she may also have no coverage at all. Accordingly, since there is only a small amount of underinsured motorist coverage compared to the actual value of this case, its acceptance of this offer provides the greatest possible amount of protection for its insured. Thus, if it fails to accept this offer, it will be exposing its insured to substantial excess liability and acting in bad faith towards its insured.

Accordingly, please do not attempt to claim that there has been an offer to resolve this case because there has not been and will not be such an offer. *Any offer to resolve this case by Pamela Goodwin must be made in writing and any acceptance of that offer must be made through performance of the provisions of this offer of compromise in order for this firm and Pamela Goodwin to agree that a binding agreement has been formed. Specifically, this offer of compromise cannot be accepted by a mere statement of unconditional acceptance of this offer; instead, acceptance of this offer requires full performance of all terms and conditions of this offer. If any condition or requirement is not met by the specified deadline or if any additional condition or requirement is imposed upon Pamela Goodwin, then there has been no acceptance and no agreement.*

We have supplied you with all information necessary to evaluate this offer of compromise⁷; however, should you have any questions regarding this offer of compromise, please do not hesitate to contact me at (843) 614-8888. Additionally, although any requirement or request for terms and conditions of settlement and compromise that are not approved herein will constitute a counteroffer and rejection of this offer of compromise, if you feel that any part of this letter needs clarification in order for you to comply with its terms, we will be happy to offer any clarification of terms so that you have a full and fair opportunity to comply with this offer. Of course, this letter relates to discussions involving settlement and compromise, and nothing contained herein shall be deemed admissible except to enforce a claim for bad-faith failure to properly adjust this claim.

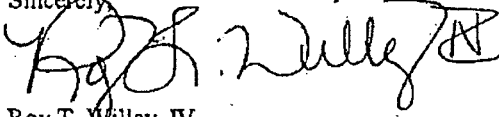
⁷ Please be aware that we have provided you willful and sufficient information to evaluate this offer of compromise and to compel your insurance company to pay its policy limits as demanded. Nevertheless, we are aware that many insurance companies request unnecessary additional information within a few days of the deadline for payment as a tactic to delay the resolution of a case. We are aware that insurance companies make more money when settlements are delayed because the insurance company can continue to earn investment income from the settlement money for as long as the insurance company can maintain possession of the settlement funds. We are aware that many insurance companies use the tactic of requesting unnecessary additional information to delay payment, but it will not work against this firm and its clients. Additionally, in the unlikely event that there is a legitimate need for additional information, we will have to request that information from another party. Therefore, any request for additional information must be made as soon as possible and at least ten (10) days before the deadline so that we will have a reasonable opportunity to try and obtain the requested information. We have done everything reasonable to warn you that this offer of compromise includes a time-limited demand for the payment of policy limits. Please be aware that the deadline for payment and compliance with all other terms will not be extended based on a request for additional information because this offer of compromise already includes more than enough information to compel payment. Please do not place your insured's assets in jeopardy by incorrectly assuming that a request for additional information will extend the deadline of this offer of compromise. Failure to meet the deadline for any reason will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pec Dec: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach * Columbia * Orangeburg * Wilmington, North Carolina

I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roy T. Willey, IV". The signature is written in dark ink and is positioned above the printed name.

Roy T. Willey, IV

RTW/
Enclosures

AFFIDAVIT OF HELEN HAM

Personally appeared before me who, being duly sworn, states as follows:

1. My name is Helen Ham
2. As of August 20, 2014, I was known as Helen Ham.
3. I am over the age of 18, and as of August 20, 2014, resided in Darlington County, South Carolina.
4. On August 20, 2014, I was involved in a motor vehicle collision whereby the vehicle I was driving and injured Ms. Pam Goodwin.
5. At that time, the vehicle I was driving had a policy of insurance issued by Allstate Insurance Company.
6. That as of August 20, 2014, there were no other policies of insurance that would apply to compensate Pamela Goodwin for the losses incurred on that date.

FURTHER AFFIANT SAYETH NOT,

Helen Ham

Sworn to and Subscribed before me this

____ day of _____ 2014

Notary Public for _____

My Commission Expires _____

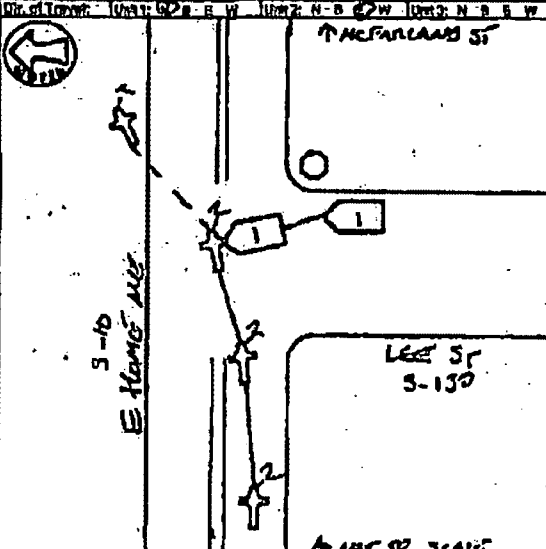
Police Report

ORIGINAL

STAPLE HERE

AUG 27 2014

SOUTH CAROLINA DRIVER'S & DRIVER LICENSE ONLY				SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM				# of Units		Arrested - Month City of Arrest		Arrested			
14029696				Page # 1				2		1837		1839			
Date	Time of Collision	County	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- PO	Collision Location (Alt. # / Name)			Main Line 1- Alternate 2- SC	6- Connection 7- Branch 8- SC	Mileage	1- Dir. 2- NE 3- SE 4- SW 5- NW	In / Near City or Town of			
8-20-14	10:35	16			10 / E HOME AVE					0	NE	HARTSVILLE			
Lane # / Dir.	Distance Obstacle	Direction	1- Interstate 2- US Primary 3- SC Primary	4- Secondary 5- County 6- Other	Base Intersection (Alt. # / Name)			1- Alternate 2- SC	6- Connection 7- Branch 8- SC	GPS COORDINATES DD DD DD.DD DEGREES MINUTES SECONDS	Latitude		Longitude		
1 / 2	5	N			130 / LEE ST						94 22 52.46		80 03 31.36		
R.R. #	From	From	1- Entrance 2- Exit	1- Interstate 2- US Primary 3- SC Primary	Second Intersection (Alt. # / Name)			1- Alternate 2- SC	6- Connection 7- Branch 8- SC						
14	NW	NW			1 / MC FARLAND ST										
D-004969				Driver's Name				D-004970				Driver's Name			
HA-M = HELEN MISTRA				HA-M = HELEN MISTRA				GADOWN - PAMELA R.				GADOWN - PAMELA R.			
Unit #	Sex	Race	Street	City, State, & Zip	Unit #	Sex	Race	Street	City, State, & Zip						
1	F	W	40 CHEROKEE ST	HARTSVILLE, SC 29550	2	F	W	101 PATRICIA LN	HARTSVILLE, SC 29550						
Age	Driver's License #	Class	Insurance Company		Age	Driver's License #	Class	Insurance Company							
32	004791915	D	ALLSTATE		32	00522163	DM	MARLEY							
Body	Vehicle Make	Year	Vehicle Make	Year	Body	Vehicle Make	Year	Vehicle Make	Year						
32	2014	2014	2014	2014	32	2014	2014	2014	2014						
Home Telephone	Owner's Full Name	Street	City, State, & Zip		Home Telephone	Owner's Full Name	Street	City, State, & Zip							
1432294318	JAMES	AS			1432294318	RICKIE	1219	3011 CREEK RD	HARTSVILLE, SC 29550						
Contributed To Collision	City, State, & Zip	Driver			Contributed To Collision	City, State, & Zip									
Yes	No				Yes	No									
Unit #	Sex	Race	Street	City, State, & Zip	Unit #	Sex	Race	Street	City, State, & Zip						
35	M	W			35	M	W								
Age	Driver's License #	Class	Insurance Company		Age	Driver's License #	Class	Insurance Company							
35	004791915	D	ALLSTATE		35	004791915	D	ALLSTATE							
Body	Vehicle Make	Year	Vehicle Make	Year	Body	Vehicle Make	Year	Vehicle Make	Year						
35	2014	2014	2014	2014	35	2014	2014	2014	2014						
Home Telephone	Owner's Full Name	Street	City, State, & Zip		Home Telephone	Owner's Full Name	Street	City, State, & Zip							
1432294318	JAMES	AS			1432294318	RICKIE	1219	3011 CREEK RD	HARTSVILLE, SC 29550						
Contributed To Collision	City, State, & Zip	Driver			Contributed To Collision	City, State, & Zip									
Yes	No				Yes	No									
Unit #	Sex	Race	Street	City, State, & Zip	Unit #	Sex	Race	Street	City, State, & Zip						
35	M	W			35	M	W								
Age	Driver's License #	Class	Insurance Company		Age	Driver's License #	Class	Insurance Company							
35	004791915	D	ALLSTATE		35	004791915	D	ALLSTATE							
Body	Vehicle Make	Year	Vehicle Make	Year	Body	Vehicle Make	Year	Vehicle Make	Year						
35	2014	2014	2014	2014	35	2014	2014	2014	2014						
Home Telephone	Owner's Full Name	Street	City, State, & Zip		Home Telephone	Owner's Full Name	Street	City, State, & Zip							
1432294318	JAMES	AS			1432294318	RICKIE	1219	3011 CREEK RD	HARTSVILLE, SC 29550						
Contributed To Collision	City, State, & Zip	Driver			Contributed To Collision	City, State, & Zip									
Yes	No				Yes	No									
Unit #	Sex	Race	Street	City, State, & Zip	Unit #	Sex	Race	Street	City, State, & Zip						
35	M	W			35	M	W								
Age	Driver's License #	Class	Insurance Company		Age	Driver's License #	Class	Insurance Company							
35	004791915	D	ALLSTATE		35	004791915	D	ALLSTATE							
Body	Vehicle Make	Year	Vehicle Make	Year	Body	Vehicle Make	Year	Vehicle Make	Year						
35	2014	2014	2014	2014	35	2014	2014	2014	2014						
Home Telephone	Owner's Full Name	Street	City, State, & Zip		Home Telephone	Owner's Full Name	Street	City, State, & Zip							
1432294318	JAMES	AS			1432294318	RICKIE	1219	3011 CREEK RD	HARTSVILLE, SC 29550						
Contributed To Collision	City, State, & Zip	Driver			Contributed To Collision	City, State, & Zip									
Yes	No				Yes	No									
Unit #	Sex	Race	Street	City, State, & Zip	Unit #	Sex	Race	Street	City, State, & Zip						
35	M	W			35	M	W								
Age	Driver's License #	Class	Insurance Company		Age	Driver's License #	Class	Insurance Company							
35	004791915	D	ALLSTATE		35	004791915	D	ALLSTATE							
Body	Vehicle Make	Year	Vehicle Make	Year	Body	Vehicle Make	Year	Vehicle Make	Year						
35	2014	2014	2014	2014	35	2014	2014	2014	2014						
Home Telephone	Owner's Full Name	Street	City, State, & Zip		Home Telephone	Owner's Full Name	Street	City, State, & Zip							
1432294318	JAMES	AS			1432294318	RICKIE	1219	3011 CREEK RD	HARTSVILLE, SC 29550						
Contributed To Collision	City, State, & Zip	Driver			Contributed To Collision	City, State, & Zip									
Yes	No				Yes	No									



UNIT 2 WAS TRAVELING EB ON E HOME AVE. UNIT 1 FAILED TO YIELD AND RAN OUT IN FRONT OF UNIT 2, NORTH BOUND ON LEE ST. UNIT 2 STRUCK THE FRONT END OF UNIT 1 AND SAW OFF BOTH THE WHEELS.

NOTICE - THE TR-319 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF COVERING THE COLLISION, BUT NO WARRANTY IS MADE AS TO THE FACTUAL ACCURACY THEREOF.

Investigating Officer's Name: J. MISTRA, Date: 8-27-14, Review Date: 8-27-14, Reviewer's Name: J. MISTRA, File # 14029696, Internal Agency Code: 219.

Unit	Date of Birth	Sex	Race	DOB	MO	YR	LA	YR	Name	Street Address	City	State	Zip
1	6-26-56	P	U	60115	4	1	1	1					
2	2-26-65	F	W	32700	00	1	3	1	JANE AN DALLAN				

Rate	4 - Accident/Injury	5 - Death	6 - Other	7 - Property Damage	8 - Medical	9 - Other	10 - Other	11 - Other	12 - Other	13 - Other	14 - Other	15 - Other	16 - Other	17 - Other	18 - Other	19 - Other	20 - Other	21 - Other	22 - Other	23 - Other	24 - Other	25 - Other	26 - Other	27 - Other	28 - Other	29 - Other	30 - Other	31 - Other	32 - Other	33 - Other	34 - Other	35 - Other	36 - Other	37 - Other	38 - Other	39 - Other	40 - Other	41 - Other	42 - Other	43 - Other	44 - Other	45 - Other	46 - Other	47 - Other	48 - Other	49 - Other	50 - Other	51 - Other	52 - Other	53 - Other	54 - Other	55 - Other	56 - Other	57 - Other	58 - Other	59 - Other	60 - Other	61 - Other	62 - Other	63 - Other	64 - Other	65 - Other	66 - Other	67 - Other	68 - Other	69 - Other	70 - Other	71 - Other	72 - Other	73 - Other	74 - Other	75 - Other	76 - Other	77 - Other	78 - Other	79 - Other	80 - Other	81 - Other	82 - Other	83 - Other	84 - Other	85 - Other	86 - Other	87 - Other	88 - Other	89 - Other	90 - Other	91 - Other	92 - Other	93 - Other	94 - Other	95 - Other	96 - Other	97 - Other	98 - Other	99 - Other	100 - Other
1	6-26-56	P	U	60115	4	1	1	1																																																																																									
2	2-26-65	F	W	32700	00	1	3	1	JANE AN DALLAN																																																																																								

EXHIBIT A

Carolina Pines
8/20/14

EXHIBIT B

1304 West Bo Bo Newsom Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

ADMISSION RECORD

CAROLINA PINES REGIONAL MEDICAL CENTER		Hartsville, SC 29550 Telephone: 843-339-2100		ACCOUNT NO. 9127323		MEDICAL RECORDS NO. 0000015892					
PATIENT INFORMATION	ADMIT DATE / TIME 08/20/2014 19:15	ROOM NO. 0	PT E	PC P	AGE 049	DATE OF BIRTH 07/06/1965	SEX F	RA 1	MS D	LOCATION ERD	PROGRAM
	PATIENT NAME & ADDRESS GOODWIN, PAMELA R 1616 W BILLY FARROW HWY HARTSVILLE SC 295500000 US		SS NUMBER 249-37-3298		PATIENT EMPLOYER UNEMPLOYED		EMPLOYER PHONE NO. (843)332-5051		COUNTY 16DARLINGTON		
	RESPONSIBLE PARTY'S ADDRESS GOODWIN, PAMELA R 1616 W BILLY FARROW HWY HARTSVILLE SC 295500000 US		PHONE NUMBER (843)496-4694		RESPONSIBLE PARTY EMPLOYER UNEMPLOYED		EMPLOYER PHONE (843)332-5051		RELATIONSHIP TO PATIENT		
	EMERGENCY CONTACT NAME COX, KEVIN		EMERGENCY CONTACT PHONE (843)858-4055		EMERGENCY CONTACT RELATIONSHIP TO PATIENT FIANCE						
COMMENTS: ERD											
INSURANCE INFORMATION	INSURANCE CO. NAME & ADDRESS		INSURED'S NAME		GROUP NUMBER		GROUP NAME		AUTHORIZATION		
	INSURANCE CO. NAME & ADDRESS		INSURED'S NAME		GROUP NUMBER		GROUP NAME		AUTHORIZATION		
	INSURANCE CO. NAME & ADDRESS		INSURED'S NAME		GROUP NUMBER		GROUP NAME		AUTHORIZATION		
	INSURANCE CO. NAME & ADDRESS		INSURED'S NAME		GROUP NUMBER		GROUP NAME		AUTHORIZATION		
DISCHARGE CODE: DISCHARGED TO HOME											
DISCHARGE DATE / TIME 08/20/2014 21:43											

Diagnosis Codes (Primary)

(2) (3) (4) (5) (6) (7) (8) (9)

COMPLICATIONS

COMOREIDITY(ES)

PRINCIPAL PROCEDURE

Procedure Codes/Dates

(1) CPT:99285;08/20/2014 (2) 9354:08/20/2014 (3):
(4): (5): (6):

ADDON



9127323

0000015692

Patient: GOODWIN, PAMELA R

MRN:8330000015692 Encounter:9127323

Page 1 of 1

eAbstract Summary
CPRM-Hartsville 833

Medical Record # 0000015692 Encounter # 9127323 Name GOODWIN, PAMELA

Admission Date	08/20/2014	Encounter Type	Emergency
Discharge Date	08/20/2014	Race	N
Birthdate	07/06/1965	Primary Payer	P-Private Pay
		Sex	Female
Admission Type	Emergency	LOS	1
Admission Source	Physician Referral	Admission Service	Emergency Medicine
Discharge Disposition	Home	Discharge Service	Emergency Medicine

Admit MD 1988 TRIGG, DAVID
Discharge MD 1988 TRIGG, DAVID

RVDX	81504	FX METACARPAL NECK-CLOSE
Princ Diag	81504	FX METACARPAL NECK-CLOSE
Other Diag	8248	FX ANKLE NOS-CLOSED
Other Diag	88122	MV COLLIS NOS-MOTORCYCL
Other Diag	88495	ACCID ON STREET/HIGHWAY

Princ Proc	9354	APPLICATION OF SPLINT	8/20/2014	1988	TRIGG, DAVID
Other Proc	9354	APPLICATION OF SPLINT	8/20/2014	1988	TRIGG, DAVID
CPT Proc	99285 25	EMERGENCY DEPT VISIT	8/20/2014	1988	TRIGG, DAVID
Charge Code	73130 RT	X-RAY EXAM OF HAND	8/20/2014		
Charge Code	73590 RT	X-RAY EXAM OF LOWER LEG	8/20/2014		
Charge Code	73590 RT	X-RAY EXAM OF LOWER LEG	8/20/2014		
Charge Code	70450	CT HEAD/BRAIN W/O DYE	8/20/2014		
Charge Code	96374	THER/PROPH/DIAG INJ, IV PUSH	8/20/2014		
Charge Code	96375	TX/PRO/DX INJ NEW DRUG ADDON	8/20/2014		
Charge Code	96376	TX/PRO/DX INJ NEW DRUG ADDON	8/20/2014		
Charge Code	71170	HYDROMORPHONE INJECTION	8/20/2014		
Charge Code	71170	HYDROMORPHONE INJECTION	8/20/2014		
Charge Code	72405	Ondansetron hcl injection	8/20/2014		
Charge Code	73908	Who cock-up nonmolde pre ois	8/20/2014		
Charge Code	99285	EMERGENCY DEPT VISIT	8/20/2014		
Charge Code	29505	APPLICATION, LONG LEG SPLINT	8/20/2014		

Coded	08/22/2014	CBlackwell
Coded Update	08/25/2014	BTyner
Bill Submitted	08/22/2014	CBlackwell
Abstracted	08/22/2014	CBlackwell
Abstract Status:	Complete	

Report:PAB120
08/22/2014 01:43:32
Requested By: WEBUSER

Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:1

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDPN Dict.: 08/20/2014 19:13 EDPN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Physician Documentation

Carolina Pines Regional Medical Center

Name:Pamela Goodwin

Age:49 yrs

Sex:Female

DOB:07/06/1965

MRN:0000015692

Arrival Date:08/20/2014

Time:19:13

Account#:9127323

Bed8

Private MD:

ED PhysicianTrigg, David

HPI:

08/20

19:16 This 49 yrs old Caucasian Female presents to ER via EMS Ground with dxt complaints of Motorcycle Collision.

19:16 The patient was a motorcycle rider of a motorcycle. The patient was dxt not wearing a helmet, right side, and was traveling at moderate speed, The vehicle did not rollover, the patient was not ejected from the vehicle, extrication of the patient from vehicle was not required, the patient was not ambulatory at the scene, the force of impact was moderate. Onset: The symptoms/episode began/occurred acutely, just prior to arrival. Associated injuries: The patient sustained right leg, deformity, painful injury, swelling, distal tib-fib. Associated signs and symptoms: Loss of consciousness: the patient experienced no loss of consciousness. Severity of symptoms: At their worst the symptoms were moderate, in the emergency department the symptoms are unchanged. The patient has not experienced similar symptoms in the past. The patient has not recently seen a physician.

Historical:

- Allergies: No known Allergies;
- Home Meds:

Report:PAB120
08/22/2014 01:43:32
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Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:2

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/08/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat.Type: E
Type: MED:EDPN Diet: 08/20/2014 19:13 EDPN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

1. None
- PMHx: NONE; Urinary Tract Infection (UTI) (May 12, 2013); Shoulder Sprain (July 18, 2014); Myofascial Cervical Strain (July 18, 2014); Chest Contusion (July 18, 2014); Hip Contusion (July 18, 2014);
 - PSHx: cancer cervix;
 - History obtained from: patient. patient.
 - Immunization history: Last tetanus immunization: up to date. Pneumococcal vaccine is not up to date. Patient has never been vaccinated. Flu vaccine is not up to date. Patient has never been vaccinated.
 - Social history: No barriers to communication noted, The patient speaks fluent English, Smoking status: Patient uses tobacco products, current every day smoker. Patient/guardian denies using alcohol, street drugs, Race: White, No barriers to communication noted, The patient lives with family.
 - Family history: Not pertinent.
 - Hospitalizations: : No recent hospitalization is reported.

Disposition:

21:22 Electronically authenticated by: David R. Trigg, MD.

drt

Disposition Summary:

08/20/14 21:22 Discharged to Home/Self Care. MSE completed.. Impression:
Distal Tibia Fracture, Boxer's Fracture.

- Condition is Stable.
- Discharge Instructions: Ankle Fracture.
- Prescriptions for Norco 7.5- 325 mg Oral Tablet - take 1 tablet by ORAL route every 6 hours As needed; 20 tablet. Zofran 4 mg Oral Tablet - take 1 tablet by ORAL route every 12 hours .; 20 tablet.
- Medication Reconciliation Form form.
- Follow up: Hassler, Terence, MD; When: Tomorrow; Reason: Recheck today's complaints.

Report:PAB120
08/22/2014 01:43:32
Requested By: WEBUSER

Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:3

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDPN Dict: 08/20/2014 19:13 EDPN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

- Problem is new.
- Symptoms have improved.

ROS:

19:18 All other systems are reviewed and negative. Neck: Negative for pain at rest, tenderness, bony tenderness. MS/extremity: Positive for deformity, of the right leg. drt

Exam:

19:18 Head/Face: Normocephalic, atraumatic. drt

Eyes: PERRL B, EOMI. Lids and lashes normal. Conjunctiva and sclera are non-icteric and not injected. Cornea within normal limits. Periorbital areas with no swelling, redness, or edema.

Chest/axilla: Normal chest wall appearance and motion. Nontender with no deformity. No lesions are appreciated.

Cardiovascular: Normal rate and rhythm with a normal S1 and S2. No gallops, murmurs, or rubs. Normal PMI, no JVD. No pulse deficits.

Respiratory: Lungs have equal breath sounds bilaterally, clear to auscultation and percussion. No rales, rhonchi or wheezes noted. No increased work of breathing, no retractions or nasal flaring.

Abdomen/GI: Soft, non-tender, with normal bowel sounds. No distension or tympany. No guarding or rebound. No evidence of tenderness throughout.

19:18 Neuro: Awake and alert, GCS 15, oriented to person, place, time, and situation. Cranial nerves II-XII grossly intact. Motor strength 5/5 in all extremities. Sensory grossly intact. drt

19:18 Neck: External neck: is normal, C-spine: C-collar placed PTA, Back board PTA C-collar is removed, after careful history taking and exam by the ED physician, vertebral tenderness, is not appreciated.

19:18 Back: pain, is absent, ROM is normal, normal spinal alignment noted, vertebral tenderness, is not appreciated.

Report: PAB120
08/22/2014 01:43:32
Requested By: WEBUSER

Physician Chart
CAROLINA PINES REG MED CENTER
1804 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 4

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDPN Dict: 08/20/2014 19:13 EDPN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

19:18 Musculoskeletal/extremity: Extremities: grossly normal except:
noted in the right leg: deformity.
19:18 Skin: injury, abrasion(s), small abrasion noted, of the bilat knees.

Vital Signs:

19:16 BP 145 / 91; Pulse 76; Resp 18; Temp 97.5(O); Pulse Ox 96% on R/A; cal
Weight 63.5 kg (R); Height 5 ft. 4 in. (162.56 cm) (R); Pain 8/10;
21:36 BP 142 / 82; Pulse 67; Resp 16; Pulse Ox 98% on R/A; Pain 7/10; dt
19:16 Body Mass Index 24.03 (63.50 kg, 162.56 cm) cal

Procedures:

19:40 Splinting: Splint applied to right leg using Orthoglass splint, drt
applied by tech. Examined by me, post splint application:
neurovascular intact, Patient tolerated well.

MDM:

19:14 Patient medically screened. drt
19:39 Differential diagnosis: Blunt trauma fracture. Data reviewed: vital drt
signs, nurses notes, radiologic studies. Counseling: I had a
detailed discussion with the patient and/or guardian regarding: the
historical points, exam findings, and any diagnostic results
supporting the discharge/admit diagnosis, radiology results, the
need for outpatient follow up, to return to the emergency
department if symptoms worsen or persist or if there are any
questions or concerns that arise at home. Physician consultation:
Terence Hassler MD was called at 19:30, and will see patient in
office, tomorrow.

08/20

19:15 Order name: Tibia T Fibula Min 2v drt

08/20

19:39 Interpretation: Abnormal: distal tib-fib fx. drt

08/20

20:12 Order name: Ct Head W/o Contrast drt

08/20

Report:PAB120
08/22/2014 01:43:32
Requested By: WEBUSER

Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:5

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDPN Dct.: 08/20/2014 19:13 EDPN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

21:20 Interpretation: Normal. drt
08/20
20:12 Order name: Hand Min 3v drt
08/20
21:20 Interpretation: Abnormal: 5th metacarpal fx. drt
08/20
20:35 Order name: Tibia T Fibula Min 2v drt
08/20
21:20 Interpretation: Abnormal: displacement slightly worse. drt
08/20
19:39 Order name: Splint; Complete Time: 20:33 drt
08/20
21:21 Order name: Crutches; Complete Time: 21:37 drt
08/20
21:29 Order name: Splint: velcro wrist splint; Complete Time: 21:32 drt
08/20
Dispensed Medications:
19:25 Drug: Dilaudid 1 mg; Route: IVP; Site: left forearm; dt
20:17 Follow up: Response: No adverse reaction; Pain is decreased dt
19:25 Drug: Zofran 4 mg; Route: IVP; Site: left forearm; dt
20:17 Follow up: Response: No adverse reaction; Nausea is decreased dt
20:16 Drug: Dilaudid 1 mg; Route: IVP; Site: left forearm; dt
20:48 Follow up: Response: No adverse reaction; Pain is decreased dt
21:35 Drug: Norco 10 mg-325 mg 1 tabs; Route: PO; dt
21:35 Follow up: Response: No adverse reaction; Medication administered dt
at discharge.
21:35 Drug: Zofran ODT 4 mg; Route: PO; dt
21:36 Follow up: Response: No adverse reaction; Medication administered dt
at discharge.

Signatures:

Dispatcher MedHost
Allen, Carla, RN
Trigg, David, MD

EDMS
RN cal
MD drt

Report:PAB120
08/22/2014 01:43:32
Requested By: WEBUSER

Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page:6

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R

DOB: 07/06/1965

Req By: TRIGG, DAVID RUSSELL

Med. Rec: 15692

Pat. Type: E

Type: MED:EDPN Dict.: 08/20/2014 19:13 EDPN9127323

Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15

Gender: FEMALE

Discharge: 08/20/2014 21:43

Location: 0

Transcribed: 08/20/2014 21:43

Turner, Dubern, RN

RN dt

Corrections: (The following items were deleted from the chart)

19:37 19:16 ANKLE MIN 3V+RADIOLOGY - DIAGNOSTIC ordered. EDMS

EDMS

Report:PAB120
08/22/2014 01:42:58
Requested By: WEBUSER

Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:1

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat Type: E
Type: MED:EDNN Dict: 08/20/2014 19:13 EDNN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Nurse's Notes

Carolina Pines Regional Medical Center

Name:Pamela Goodwin

Age:49 yrs

Sex:Female

DOB:07/06/1965

MRN:0000015692

Arrival Date:08/20/2014

Time:19:13

Account#:9127323

Bed8

Private MD:

Diagnosis:Distal Tibia Fracture;Boxer's Fracture

Presentation:

08/20

19:05 Presenting complaint: EMS states: "She was T-boned at an intersection" "She was driving the motorcycle and a car pulled out in front of her" "right ankle deformity" "morphine 5 mg and zofran 4 mg iv given in route. Transition of care: patient was not received from another setting of care. Care prior to arrival: See EMS report. Activity prior to arrival: None. Mechanism of Injury: Motorcycle accident where driver struck another vehicle. Patient was not wearing a helmet. Speed of motorcycle at impact was approximately 35 mph. cal

19:05 Method Of Arrival: EMS Ground: Darlington Cnty EMS cal

19:05 Acuity: ESI 2 cal

Triage Assessment:

19:16 General: Appears uncomfortable, well nourished, Behavior is appropriate for age, cooperative. Pain: Complains of pain in right ankle. Suicide Risk Assessment: Suicidal Thinking Present No (0 points) Total Suicide Risk Assessment Score: Less than 3 (Minimal noted risk for suicide). cal

Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:9127323

Page 1 of 5

Report:PAB120
08/22/2014 01:42:58
Requested By: WEBUSER

Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Coid:833
Page:2

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/08/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDNN Diet.: 08/20/2014 19:13 EDNN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Historical:

- Allergies: No known Allergies;
- Home Meds:
 - 1. None
- PMHx: NONE; Urinary Tract Infection (UTI) (May 12, 2013); Shoulder Sprain (July 18, 2014); Myofascial Cervical Strain (July 18, 2014); Chest Contusion (July 18, 2014); Hip Contusion (July 18, 2014);
- PSHx: cancer cervix;
- History obtained from: patient. patient.
- Immunization history: Last tetanus immunization: up to date. Pneumococcal vaccine is not up to date. Patient has never been vaccinated. Flu vaccine is not up to date. Patient has never been vaccinated.
- Social history: No barriers to communication noted, The patient speaks fluent English, Smoking status: Patient uses tobacco products, current every day smoker. Patient/guardian denies using alcohol, street drugs, Race: White, No barriers to communication noted, The patient lives with family.
- Family history: Not pertinent.
- Hospitalizations: : No recent hospitalization is reported.

Screening:

19:17 Abuse screen: Denies threats or abuse. Denies injuries from another. Tuberculosis screening: Never had TB. Fall Risk: None identified (0 points). Total Morse Fall Scale indicates No Risk (0-24 points). Pneumonia Screening: Total Score: 0 Pts., no action required at this time. cal

Assessment:

19:35 Present on Arrival: Central Line: NO. Foley Catheter: NO. Wound/Pressure Ulcer: NO. Nursing diagnosis: Alteration in comfort: actual. Musculoskeletal: Reports pain in right leg. dt

Report:PAB120
08/22/2014 01:42:58
Requested By: WEBUSER

Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29560

Cold:833
Page:3

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDNN Dict: 08/20/2014 19:13 EDNN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Vital Signs:

19:16 BP 145 / 91; Pulse 76; Resp 18; Temp 97.5(O); Pulse Ox 96% on R/A; cal
Weight 63.5 kg (R); Height 5 ft. 4 in. (162.56 cm) (R); Pain 8/10;
21:36 BP 142 / 82; Pulse 67; Resp 16; Pulse Ox 98% on R/A; Pain 7/10; dt
19:16 Body Mass Index 24.03 (63.50 kg, 162.56 cm) cal

ED Course:

19:05 Patient placed in exam room on stretcher. cal
19:13 Patient arrived in ED. cal
19:13 Trigg, David, MD is Attending Physician. drt
19:14 Turner, Dubern, RN is Primary Nurse. dt
19:15 Triage completed. cal
19:34 TIBIA T FIBULA MIN 2V+RADIOLOGY - DIAGNOSTIC returned.
19:36 ED Rounding: Pain Reassessment: reports decrease in pain Call light dt
is within patient's reach, and patient has been educated on it's
use. Family Update: Patient does not have any family members to
update Pending Items and/or Delays: Patient awaiting diagnostics at
this time Patient has been instructed that nurse will re-visit
within 30 minutes.
19:36 Patient has correct armband on for positive identification. Placed dt
in gown. Bed in low position. Call light in reach. Side rails up
X2. Cardiac monitor on. Pulse ox on. NIBP on.
19:36 No procedures required assistance by the nurse. Maintain field IV. dt
Dressing intact. Good blood return noted. Site clean T dry. Gauge T
site: 18 LFA.
20:00 Labs drawn. (by ED staff). Sent per order to lab. cal
20:53 CT HEAD W/O CONTRAST+RADIOLOGY - CT SCAN returned. EDMS
21:01 HAND MIN 3V+RADIOLOGY - DIAGNOSTIC returned. EDMS
21:01 TIBIA T FIBULA MIN 2V+RADIOLOGY - DIAGNOSTIC returned.
21:21 Hassler, Terence, MD is Referral Physician. drt
08/21
10:43 TIBIA T FIBULA MIN 2V+RADIOLOGY - DIAGNOSTIC returned.
10:43 HAND MIN 3V+RADIOLOGY - DIAGNOSTIC returned. EDMS
10:43 TIBIA T FIBULA MIN 2V+RADIOLOGY - DIAGNOSTIC returned.
10:43 CT HEAD W/O CONTRAST+RADIOLOGY - CT SCAN returned. EDMS

Report:PAB120
08/22/2014 01:42:58
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Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:4

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat Type: E
Type: MED:EDNN Dict.: 08/20/2014 19:13 EDNN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Administered Medications:

08/20

19:25 Drug: Dilaudid 1 mg; Route: IVP; Site: left forearm; dt
20:17 Follow up: Response: No adverse reaction; Pain is decreased dt
19:25 Drug: Zofran 4 mg; Route: IVP; Site: left forearm; dt
20:17 Follow up: Response: No adverse reaction; Nausea is decreased dt
20:16 Drug: Dilaudid 1 mg; Route: IVP; Site: left forearm; dt
20:48 Follow up: Response: No adverse reaction; Pain is decreased dt
21:35 Drug: Norco 10 mg-325 mg 1 tabs; Route: PO; dt
21:35 Follow up: Response: No adverse reaction; Medication administered dt
at discharge.
21:35 Drug: Zofran ODT 4 mg; Route: PO; dt
21:36 Follow up: Response: No adverse reaction; Medication administered dt
at discharge.

Outcome:

21:22 Discharge ordered by MD. drt
21:42 Discharged to home via ambulance, with crutches, with family. dt
21:42 Braden Scale-Adult not applicable, the patient was discharged.
21:42 Discharge instructions given to patient, Instructed on discharge
instructions, follow up and referral plans. no drinking with
medication, medication usage, crutch walking, Demonstrated
understanding of instructions, crutch walking, medications,
Prescriptions given X 2
21:42 Discharge Assessment: vital signs assessed, patient awake and
alert no apparent distress IV discontinued.
21:43 Patient left the ED. dt

Signatures:

Dispatcher MedHost		EDMS
Allen, Carla, RN	RN	cal
Trigg, David, MD	MD	drt
Turner, Dubern, RN	RN	dt

Report:PAB120
08/22/2014 01:42:58
Requested By: WEBUSER

Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 5

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDNN Dict.: 08/20/2014 19:13 EDNN9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Report:PAB120
08/22/2014 01:43:35
Requested By: WEBUSER

Disposition Summary
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:1

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDDS Dict: 08/20/2014 19:13 EDDS9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Discharge Summary

Carolina Pines Regional Medical Center

Name: Pamela Goodwin

Emergency Department

Age: 49 yrs

Sex: Female

DOB: 07/06/1965

MRN: 0000015692

Arrival: 08/20/2014

19:13

Account#: 9127323

Departure Date: 08/20/2014

Departure Time: 21:43

Private MD:

Outcome: Discharge

Location: Home/Self Care. MSF completed.

Condition: Stable

Chief Complaint: Motorcycle Collision

Diagnosis: Distal Tibia Fracture, Boxer's Fracture

Prescriptions: Norco 7.5-325 mg Oral Tablet - take 1 tablet by ORAL
route every 6 hours As needed; 20 tablet, Zofran 4 mg Oral Tablet -
take 1 tablet by ORAL route every 12 hours .; 20 tablet

Follow up: Hassler, Terence, MD

Custom Notes:

Attending Physician: Trigg, David, MD

Private MD:

Mid Level Provider:

Followup Physician: Hassler, Terence, MD

Orders: Ankle Min 3v, Tibia T Fibula Min 2v, Ct Head W/o Contrast,

Hand Min 3v, Tibia T Fibula Min 2v, Dilaudid, Zofran, Dilaudid,

Norco, Zofran ODT, Splint, Crutches, Splint: velcro wrist splint

Discharge Instruction: Discharge Summary Sheet, Ankle Fracture,

Medication Reconciliation Form

Report: PAB120
08/22/2014 01:43:35
Requested By: WEBUSER

Disposition Summary
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 2

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDDS Dict: 08/20/2014 19:13 EDDS9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Report: PAB120
08/22/2014 01:43:33
Requested By: WEBUSER

Order Summary
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Gold: 833
Page: 1

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/08/1965
Req By: TRIGG, DAVID RUSSELL
Med Rec: 15692 Pat. Type: E
Type: MED:EDOS Dict.: 08/20/2014 19:13 EDOS9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 18:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

Order Summary

Name: Pamela Goodwin
MRN: 0000015692

49 yrs

/Caucasian

/Female

Arrival: 08/20/2014

19:13

Chief Complaint: Motorcycle Collision

Departure Date: 08/20/2014

Departure Time: 21:43

Orders:

Medication

Order: Norco 10 mg-325 mg 1 tabs PO once; take at home; Ordered: 08/20 21:21; By: drt; For: drt; Administered: 08/20 21:35 By: dt; Frequency: once; Order Method: Electronic Administration: Norco 10 mg-325 mg 1 tabs PO Follow Up: 08/20 21:35 Response: No adverse reaction; Medication administered at discharge.

Order: Zofran ODT 4 mg PO once; take at home; Ordered: 08/20 21:21; By: drt; For: drt; Administered: 08/20 21:35 By: dt; Frequency: once; Order Method: Electronic Administration: Zofran ODT 4 mg PO Follow Up: 08/20 21:36 Response: No adverse reaction; Medication administered at discharge.

Order: Dilaudid 1 mg IVP once; Ordered: 08/20 20:11; By: drt; For: drt; Administered: 08/20 20:16 By: dt; Frequency: once; Order Method: Electronic Administration: Dilaudid 1 mg IVP in left forearm Follow Up: 08/20 20:48 Response: No adverse reaction; Pain is decreased

Order: Dilaudid 1 mg IVP once; Ordered: 08/20 19:16; By: drt; For: drt; Administered: 08/20 19:25 By: dt; Frequency: once; Order Method: Electronic Administration: Dilaudid 1 mg IVP in left forearm Follow Up: 08/20 20:17 Response: No adverse reaction; Pain is decreased

Order: Zofran 4 mg IVP once; over 2 minutes; Ordered: 08/20 19:16; By: drt; For: drt; Administered: 08/20 19:25 By: dt; Frequency:

Report: PAB120
08/22/2014 01:43:33
Requested By: WEBUSER

Order Summary
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 2

Report Status: F

Pat Nbr: 9127323 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: TRIGG, DAVID RUSSELL
Med. Rec: 15692 Pat. Type: E
Type: MED:EDOS Dict.: 08/20/2014 19:13 EDOS9127323
Physician: TRIGG, DAVID RUSSELL

Admit: 08/20/2014 19:15
Gender: FEMALE
Discharge: 08/20/2014 21:43
Location: 0
Transcribed: 08/20/2014 21:43

once; Order Method: Electronic Administration: Zofran 4 mg IVP in
left forearm Follow Up: 08/20 20:17 Response: No adverse
reaction; Nausea is decreased

Radiology

Order: Tibia T Fibula Min 2v; Ordered: 08/20 20:35; By: drt; For:
drt; Returned: 08/21 10:43; By: EDMS; Notes: Bed Name: 8; Order
Method: Electronic

Order: Ct Head W/o Contrast; Ordered: 08/20 20:12; By: drt; For:
drt; Returned: 08/21 10:43; By: EDMS; Notes: Bed Name: 8; Order
Method: Electronic

Order: Hand Min 3v; Ordered: 08/20 20:12; By: drt; For: drt;
Returned: 08/21 10:43; By: EDMS; Notes: Bed Name: 8; Order
Method: Electronic

Order: Tibia T Fibula Min 2v; Ordered: 08/20 19:15; By: drt; For:
drt; Returned: 08/21 10:43; By: EDMS; Notes: Bed Name: 8; Order
Method: Electronic

Order: Ankle Min 3v; Ordered: 08/20 19:15; By: drt; For: drt;
Canceled: 08/20 19:37; By: EDMS; Notes: Bed Name: 8; Order
Method: Electronic

Nursing

Order: Splint: velcro wrist splint; Ordered: 08/20 21:29; By: drt;
For: drt; Completed: 08/20 21:32; By: ho; Order Method: Electronic

Order: Crutches; Ordered: 08/20 21:21; By: drt; For: drt;
Completed: 08/20 21:37; By: dt; Order Method: Electronic

Order: Splint; Ordered: 08/20 19:39; By: drt; For: drt; Completed:
08/20 20:33; By: cal; Order Method: Electronic

Order Signatures:

Trigg, David, MD, MD, drt;

Report: PAB120
08/21/2014 14:42:48
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD TIBIA & FIBULA MIN 2V	Order #: 6668440	Account: 9127323
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F 10:43	Order Date: 08/20/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 08/21/2014	Order Time: 19:15	Admit Date: 08/20/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason: MVA; Pt pregnant?; NO; Bed Name: 8

Procedure Acknowledge Date: 08/20/2014 07:33 PM

RIGHT LOWER LEG, 3 VIEWS 08/20/2014

INDICATION: Trauma.

FINDINGS: Acute, comminuted, displaced fractures are seen of the distal tibia/fibula. The fractures are approximately 2 cm above the ankle. Associated soft tissue swelling is present. I do not see a fracture line extending into the ankle. The proximal tibia/fibula look normal.

IMPRESSION: ACUTE FRACTURES OF THE DISTAL TIBIA/FIBULA.

FB 8/21/2014 8:23 AM

DT: 08/21/2014 08:23 AM Dictated By: CONNOR, GREGORY S. MD

DF: 08/21/2014 10:43 AM Signed By: CONNOR, GREGORY S. MD

Report:PAB120
08/21/2014 14:42:51
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Coid:833
Page:1

RADIOLOGY TEST INFORMATION

Type/source: RAD HAND MIN 3V	Order #: 6668675	Account: 9127323
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F 10:43	Order Date: 08/20/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 08/21/2014	Order Time: 20:12	Admit Date: 08/20/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason/MVA: Pt pregnant?:NO; Bed Name: 8

Procedure Acknowledge Date: 08/20/2014 09:00 PM

VIEWS OF THE RIGHT HAND 08/20/2014

INDICATION: Injury.

FINDINGS: There is an acute, comminuted, angulated boxer fracture of the distal 5th metacarpal with associated soft tissue swelling. There is some osteoarthritis of the IP joints. Old healed Colles fracture is seen of the distal radius and ulna.

IMPRESSION: ACUTE BOXER FRACTURE OF THE 5TH METACARPAL.

PB 8/21/2014 8:52 AM

DT: 08/21/2014 08:52 AM Dictated By: CONNOR, GREGORY S. MD
DF: 08/21/2014 10:43 AM Signed By: CONNOR, GREGORY S. MD

Report: PAB120
08/21/2014 14:42:52
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD TIBIA & FIBULA MIN 2V	Order #: 6668776	Account: 9127323
Medical Record Number: 0000015692	DOB: 07/08/1985	Gender: FEMALE
Status: F 10:43	Order Date: 08/20/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 08/21/2014	Order Time: 20:35	Admit Date: 08/20/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason: post reduction; Pt pregnant?; NO; Bed Name: 8

Procedure Acknowledge Date: 08/20/2014 09:00 PM

RIGHT LOWER LEG, AP AND LATERAL VIEWS 08/20/2014

INDICATION: Injury.

FINDINGS: Comminuted, displaced, and slightly angulated fractures are seen of the distal tibia/fibula. Fractures are approximately 3 cm above the ankle joint. The knee joint and ankle joint look normal. Associated soft tissue swelling is present. The fractures look slightly more displaced than on the study of earlier on the same evening.

IMPRESSION: ACUTE, COMMUNUTED FRACTURES OF THE DISTAL TIBIA/FIBULA.

PB 8/21/2014 8:50 AM

DT: 08/21/2014 08:50 AM Dictated By: CONNOR, GREGORY S. MD
DF: 08/21/2014 10:43 AM Signed By: CONNOR, GREGORY S. MD

Report:PAB120
08/21/2014 14:42:53
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page:1

RADIOLOGY TEST INFORMATION

Type/source: RAD CT HEAD/BRAIN W/O CONTRAST	6668674	Account: 9127323
Medical Record Number: 0000015692	DOB: 07/06/1985	Gender: FEMALE
Status: F 10:43	Order Date: 08/20/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 08/21/2014	Order Time: 20:12	Admit Date: 08/20/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason: Headache; Trauma; Pt pregnant?; NO; Bed Name: 8

Procedure Acknowledge Date: 08/20/2014 08:52 PM

CT SCAN OF THE HEAD 08/20/2014

INDICATION: MVA, pain.

PROCEDURE: 5 mm axial cuts were taken with no contrast. The examination was performed within 24-hours of admission to the emergency department. Radiation dose 908 mGy-cm.

COMPARISON: None.

FINDINGS: No hemorrhage, mass effect, midline shift, extra-axial fluid collection, or bland infarction is seen. Soft tissue swelling is seen of the right parietooccipital scalp over the crown. No skull fracture is seen. Sinuses and mastoid air cells are clear. Incidental concha bullosa is seen on the left.

IMPRESSION: NO ACUTE INTRACRANIAL ABNORMALITY IS SEEN. SOFT TISSUE SWELLING OF THE SCALP.

PB 8/21/2014 8:57 AM

DT: 08/21/2014 08:57 AM Dictated By: CONNOR, GREGORY S. MD
DF: 08/21/2014 10:43 AM Signed By: CONNOR, GREGORY S. MD

Discharge Instructions for: Pamela Goodwin

Carolina Pines Regional Medical Center

1304 W. Bobo Newsom Hwy.
Hartsville, SC 29550
843-339-4600

Discharge Instructions for:

Goodwin, Pamela R

Arrival Date:

Wednesday, August 20, 2014

Thank you for choosing Carolina Pines Regional Medical Center for your care today. The examination and treatment you have received in the Emergency Department today have been rendered on an emergency basis only and are not intended to be a substitute for an effort to provide complete medical care. You should contact your follow-up physician as it is important that you let him or her check you and report any new or remaining problems since it is impossible to recognize and treat all elements of an injury or illness in a single emergency care center visit.

Care provided by: Trigg, David, MD

Diagnosis: Distal Tibia Fracture; Boxer's Fracture

DISCHARGE INSTRUCTIONS	FORMS
Ankle Fracture	Medication Reconciliation Form
FOLLOW UP INSTRUCTIONS	PRESCRIPTIONS
Hassler, Terence, MD When: Tomorrow; Reason: Recheck today's complaints	Norco Zofran
SPECIAL NOTES	
None	

I hereby acknowledge that I have received and understand the above instructions and prescriptions (if any).

Pamela Goodwin
Pamela Goodwin

MRN # 8000018692

Wayne B. Butler
ED Physician or Nurse

X-RAYS and LAB TESTS:

If you had x-rays today they were read by the emergency physician. Your x-rays will also be read by a radiologist within 24 hours. If you had a culture done it will take 24 to 72 hours to get the results. If there is a change in the x-ray diagnosis or a positive culture, we will contact you. Please verify your current phone number prior to discharge at the check out desk.

MEDICATIONS:

If you received a prescription for medication(s) today, it is important that when you fill this you let the pharmacist know all the other medications that you are on and any allergies you might have. It is also important that you notify your follow-up physician of all your medications including the prescriptions you may receive today.



Chart Copy

Patient: GOODWIN, PAMELA R

MRN: 8330000018692 Encounter: 9127323

Page 1 of 1



1304 West Bo Bo Newsom Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

CONDITIONS OF TREATMENT AND ADMISSION

PATIENT'S NAME GOODWIN, PAMELA R ATTENDING PHYSICIAN TRIGG, DAVID RUSSELL
ACCOUNT NO. 9127323 DATE & TIME OF ADMISSION 08/20/2014 19:15

CONSENT TO HOSPITAL CARE AND TREATMENT

I am presenting myself for emergency service and/or admission to the hospital and I voluntarily consent to the rendering of such care, including diagnostic tests and medical treatment, by authorized agents and employees of the hospital, and by its medical staff, or their designees, as may in their professional judgment be deemed necessary or beneficial to my well being.

I acknowledge and understand that many of the physicians on the staff of this hospital, including the attending physicians named above, and radiologists, anesthesiologists, pathologists and emergency physicians are not employees or agents of the hospital, but rather are independent contractors who have been granted the privilege of using the hospital facilities for the care and treatment of their patients. I agree to accept their care even though they are not employed by the hospital.

I understand that the examination and treatment that I receive on an emergency basis is not intended as a substitution or replacement for complete medical care.

CONSENT TO RELEASE INFORMATION

I hereby authorize the hospital to disclose to insurance companies, including workers compensation carriers, or other parties that may be liable for all or part of the hospital and/or physicians charges, all or part of my hospital record as may be necessary (including any treatment for alcohol or drug abuse or dependence), to determine benefits entitlement and process payment claims for health care services provided.

MEDICARE CERTIFICATION RELEASE

I certify that the information given by me in applying for payment under title XVIII and title XIX of the social security act is correct. I authorize any holder of medical or other information about me to release to the social security administration intermediaries or carriers any information needed for this or a related Medicare claim. I request that payment of authorized benefits be made on my behalf to the hospital or to the physician who accepts assignment.

PERSONAL EFFECTS AND VALUABLES

I understand that the hospital shall not be liable for the loss or damage of any personal effects or valuables (money, jewelry, glasses, dentures, documents, clothing, etc.) Unless such items are deposited in the hospital safe. The hospital will not be liable in excess of \$50 for the loss or damage of any personal effects or valuables deposited within the hospital safe.

ABOUT YOUR BILL

I understand that I will receive a bill from the hospital for provision of the hospital services, including staff and equipment, and for any supplies or medicines utilized. I will also receive a bill from any physician who provides professional care to me. For example, I may receive a separate bill from one or more of the following types of physicians who render services to me: my attending physician or personal physician, emergency room physician, radiologist, anesthesiologist, pathologist, or any other specialist.

ASSIGNMENT OF INSURANCE BENEFITS/DIRECT PAYMENT/AUTHORIZED REPRESENTATIVE/AGENT

I hereby assign to the hospital, all of my rights, benefits, privileges, protections, claims, causes of action, interests or recovery, to any and all rights, benefits, privileges, protections, claims, causes of action, interests or recovery of any type whatsoever receivable by me or on my behalf arising out of any policy of insurance, plan, trust, fund, or otherwise providing health care coverage of any type to me (or to any other third party responsible for me) for the charges for services rendered to me by the hospital. This includes, without limitation, any private or group health/hospitalization plan, automobile liability, general liability, personal injury protection, medical payments, uninsured or underinsured motor vehicle benefits, settlements/judgments/verdicts, self-funded plan, trust, workers compensation, MEWA, collective, or any other third-party payer collectively, "coverage source".

I authorize and direct payment be made by any and all coverage source directly to the hospital of all benefits, payments, monies, checks, funds, wire transfers or recovery of any kind whatsoever from any coverage source. I also agree to assist the hospital in pursuing payment from any coverage source. This includes, without limitation, signing documents requested or needed to pursue claims and appeals, getting documents from coverage source, or otherwise to support payment to the hospital. I also direct and agree that any payments of any kind (e.g., checks, funds, payments, monies, benefits or recovery for coverage of services by the hospital that is sent directly to me (or to another third party responsible for me) will be sent and turned over immediately by me to the hospital, through whatever means necessary. This includes, without limitation, me and if needed any guardian endorsing over any checks and/or other documents to the hospital. I also understand that I am financially responsible for charges not paid according to this provision, to the full extent permitted by law.

I hereby authorize and designate the hospital as my authorized agent and representative to act on my behalf with respect to all matters related to all of my rights, benefits, privileges, protections, claims, causes of action, interests or recovery arising out of any coverage source. This includes, without limitation, the hospital requesting verification of coverage/pre-certification/authorization, filing pre-coverage and post-coverage claims and appeals, receiving all information, documentation, summary plan descriptions, bargaining agreements, trust agreements, contracts, and any instrument under which the plan is established or operated, as well as receiving any policies, procedures, rules, guidelines, protocols or other criteria considered by the coverage source, in connection with any claims, appeals, or notifications related to claims or appeals.

STATEMENT OF FINANCIAL RESPONSIBILITY

I understand that I am financially and legally responsible for charges not covered in full by any third party, to the full extent permitted by law. I further agree that should I not pay any balance owed by me within thirty (30) days after the date of discharge, my account will be considered delinquent. I agree to pay costs of collection, including reasonable attorney's fees and costs, collection agency fees and costs, and interest which shall accrue at the maximum rate allowed by law.

CONSENT TO CONTACT

By providing us with your landline or cell phone number(s), you give your consent for us, our agents, and to our collection agents, to contact you at these numbers, or at any number that is later acquired for you, and, to leave live, or pre-recorded messages regarding any accounts or services. For greater efficiency, calls may be delivered by on-auto dialer.



8337110



0000015692

Page 1 of 2



9127323

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 9127323

Page 1 of 2



1304 West Bo Bo Newsum Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

CONDITIONS OF TREATMENT AND ADMISSION

PATIENT'S NAME GOODWIN, PAMELA R ATTENDING PHYSICIAN TRIGG, DAVID RUSSELL
ACCOUNT NO. 9127323 DATE & TIME OF ADMISSION 08/26/2014 19:15

FRAUD

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, or files a statement of claim containing false, incomplete or misleading information may be subject to prosecution under applicable law.

ADVANCE DIRECTIVE (FOR ADMISSION TO HOSPITAL ONLY)

If I am to be admitted to the hospital, I have been given written materials about my right to accept or refuse medical treatment. I have been informed of my rights to formulate advance directives. I understand that I am not required to have an advance directive in order to receive medical treatment at this hospital. I understand that the hospital and my caregivers will follow the terms of any advance directive that I have executed to the extent permitted by law.

INITIAL AND COMPLETE THE FOLLOWING OPTION THAT APPLIES:

- ☒ I have executed an advance directive and will provide a copy of this to my medical record within a reasonable amount of time.
- ☒ I have not executed an advance directive and do not wish to do so.
- ☐ I wish to complete an advance directive during this hospitalization. (follow-up done by _____ date _____)
- ☐ Do you want to designate a family member or other individual with whom the provider may discuss your medical condition?

Yes ☐ No ☐ Family Member _____ Relationship _____ When _____

At any time the patient may revoke or modify this specific authorization to allow a family member to discuss your medical condition by submitting a request in writing.

☒ I certify that I have read (or have been read) the above consents and certifications and understand and agree with them.

8/26/14
MONTH DAY YEAR
WITNESS
[Signature]

Pamela Renee Goodwin
SIGNATURE OF PATIENT OR LEGALLY AUTHORIZED REPRESENTATIVE

PRINT NAME OF PERSON ABOVE



6337110



0000015692

Page 1 of 2



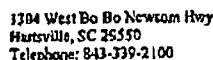
9127323

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 9127323

Page 2 of 2

Carolina
Pines
8/22/14



ACCOUNT NO.	MEDICAL RECORDS NO.
3076373	0000015692

FEDERAL MEDICAL CENTER		PROGRAM USE ONLY		DATE OF BIRTH		SEX	RA	MS	LOCATION	PROGRAM
ADMIT DATE / TIME		ROOM NO.	PT	FC	AGE	F	1	D	2E	
08/22/2014 07:00			C	P	049	07/06/1985				
PATIENT NAME & ADDRESS		SS NUMBER		PATIENT EMPLOYER				EMPLOYER PHONE NO.		
GOODWIN, PAMELA R		249-37-3288		UNEMPLOYED				(843)332-5051		
1616 W BILLY FARROW HWY		PHONE NUMBER						COUNTRY		
HARTSVILLE SC 295500000 US		(843)496-4694						16DARLINGTON		
RESPONSIBLE PARTY & ADDRESS		SS NUMBER		RESPONSIBLE PARTY EMPLOYER				EMPLOYER PHONE		
GOODWIN, PAMELA R		249-37-3298		UNEMPLOYED				(843)332-6051		
1616 W BILLY FARROW HWY		PHONE NUMBER						RELATIONSHIP TO PATIENT		
HARTSVILLE SC 295500000 US		(843)496-4684								
EMERGENCY CONTACT NAME		EMERGENCY CONTACT PHONE		EMERGENCY CONTACT RELATIONSHIP TO PATIENT						
COX, KEVIN		(843)858-4055		FIANCE						
COMMENTS		MCP		MED KEY		PRIVACY		ADMIT BY		
LABS/		☐ Y ☒ N		☐ Y ☒ N				MIC		
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
1		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
2		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
3		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
4		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
5		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
6		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
7		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
8		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
9		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
10		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
11		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
12		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
13		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
14		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
15		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
16		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
17		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
18		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
19		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
20		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
21		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
22		0000								
INSURANCE CO. NAME & ADDRESS		PAYER		PLAN		POLICY NUMBER		80/00/0000		
23		000								

Diagnosis Codes (Primary)

COMPLICATIONS

COLONCITY(ES)

PRINCIPAL PROCEDURE

Procedure Codes/Dates

(1) CPT:26615:08/22/2014 (2) CPT:27899:08/22/2014 (3) 9301:08/23/2014
(4) 8952:08/22/2014 (5) 9929:08/22/2014 (6):



3076373



0000015692

Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:3076373

Page 1 of 1

CAROLINA PINES REG MED CENTER

Coid: 833

Discharge Summary

Report Status: Transcribed

Patient Nbr: 3076373 GOODWIN, PAMELA R

Admit: 08/22/2014 07:00

DOB: 07/06/1965

Req By: HASSLER, TERENCE W.

Discharge: 00/00/0000 00:00

Med. Rec. 0000015692

Pat. Type: NS

Location: 0241-A

Type: MED Dict.: 08/23/2014 10:55 72112946

Transcr: 08/23/2014 11:12

Dictated by: 0119 HASSLER, TERENCE W.

The patient was admitted on 08/22/2014 with diagnosis of right distal tibia and fibula very comminuted fractures and right fifth metacarpal fracture distal one-third. She underwent on that day in the operating room open treatment and internal fixation of the hand fracture of the fifth metacarpal with 4-hole Synthes LCDC plate. She also underwent right lower extremity fixation both laterally and medially with plates and screws as well as bone graft DRX putty. She was kept overnight for pain control and was on Lorcat 10/325. At discharge, she was given 30 one to two p.o. q.4 p.r.n. pain. She has already had a prescription but her pharmacy is not open on Saturday. She is also given a prescription for a wheelchair and bedside commode. She is to be strictly nonweightbearing right lower extremity, right upper extremity, and follow up as scheduled in the clinic on 08/25/2014.

Terence W Hassler, M D

DATE: _____

TIME: _____

cc:

30149 \72112946 \DD: Sat Aug 23 10:55:23 2014 \TD: Sat Aug 23 11:12:39 2014

Authenticated by Terence W. Hassler, MD On 08/27/2014 11:21:52 AM

eAbstract Summary
CPRM-Hartsville 833

Medical Record #	0000015692	Encounter #	3076373	Name	GOODWIN, PAMELA

Admission Date	08/22/2014	Encounter Type	Observation
Discharge Date	08/23/2014	Race	N
Birthdate	07/06/1963	Primary Payor	P-Private Pay
		Sex	Female
Admission Type	Elective	LOS	1
Admission Source	Physician Referral	Admission Service	Medicine
Discharge Disposition	Home	Discharge Service	Medicine

Admit MD	0119	HASSLER, TERENCE
Discharge MD	0119	HASSLER, TERENCE
CRNA MD	2385	FARMER, DANIEL

RVDX	81504	FX METACARPAL NECK-CLOSE
Fract Diag	81504	FX METACARPAL NECK-CLOSE
Other Diag	8248	FX ANKLE NOS-CLOSED
Other Diag	E8122	MV COLLIS NOS-MOTORCYCL
Other Diag	E8495	ACCID ON STREET/HIGHWAY
Other Diag	3051	TOBACCO USE DISORDER
Other Diag	V1041	HX-CERVICAL MALIGNANCY
Other Diag	V7263	PRE-PROCEDURE LAB EXAM
Other Diag	V7281	PRE-OP CARDIOVASC EXAM

eAbstract Summary
CPRM-Harrisville 833

Medical Record # 0000015692 Encounter # 3076373 Name GOODWIN, PAMELA

Prine Proc	7933	OP RED-INT FIX METAC/CAR	8/22/2014	0119	HASSLER, TERENCE
Other Proc	7936	OP RED-INT FIX TIB/FIBUL	8/22/2014	0119	HASSLER, TERENCE
Other Proc	9301	FUNCTIONAL PT EVALUATION	8/23/2014	0119	HASSLER, TERENCE
Other Proc	8952	ELECTROCARDIOGRAM	8/22/2014	0119	HASSLER, TERENCE
Other Proc	9929	INJECT/INFUSE NEC	8/22/2014	0119	HASSLER, TERENCE
CPT Proc	26615 RT	TREAT METACARPAL FRACTURE	8/22/2014	0119	HASSLER, TERENCE
CPT Proc	27899	LEG/ANKLE SURGERY PROCEDURE	8/22/2014	0119	HASSLER, TERENCE
Charge Code	80048	Metabolic panel total ca	8/21/2014		
Charge Code	36415	ROUTINE VENIPUNCTURE	8/21/2014		
Charge Code	85025	COMPLETE CBC W/AUTO DIFF WBC	8/21/2014		
Charge Code	73120 RT	X-RAY EXAM OF HAND	8/22/2014		
Charge Code	73590 RT	X-RAY EXAM OF LOWER LEG	8/22/2014		
Charge Code	94760	MEASURE BLOOD OXYOEN LEVEL	8/23/2014		
Charge Code	10690	Cefazolin sodium injection	8/22/2014		
Charge Code	10690	Cefazolin sodium injection	8/22/2014		
Charge Code	10690	Cefazolin sodium injection	8/22/2014		
Charge Code	13010	Fentanyl citrate injection	8/22/2014		
Charge Code	13010	Fentanyl citrate injection	8/22/2014		
Charge Code	11170	HYDROMORPHONE INJECTION	8/22/2014		
Charge Code	11885	Ketorolac tromethamine inj	8/22/2014		
Charge Code	11885	Ketorolac tromethamine inj	8/22/2014		
Charge Code	12250	Inj midazolam hydrochloride	8/22/2014		
Charge Code	12270	Morphine sulfate injection	8/22/2014		
Charge Code	12270	Morphine sulfate injection	8/22/2014		
Charge Code	13490	Drugs unclassified injection	8/22/2014		
Charge Code	12001	Lidocaine Injection	8/22/2014		
Charge Code	17120	RINGERS LACTATE INFUSION	8/22/2014		
Charge Code	17120	RINGERS LACTATE INFUSION	8/22/2014		
Charge Code	13490	Drugs unclassified injection	8/22/2014		
Charge Code	13490	Drugs unclassified injection	8/22/2014		
Charge Code	13490	Drugs unclassified injection	8/22/2014		
Charge Code	12405	Ondansetron hcl injection	8/22/2014		
Charge Code	11885	Ketorolac tromethamine inj	8/23/2014		
Charge Code	12270	Morphine sulfate injection	8/22/2014		
Charge Code	12270	Morphine sulfate injection	8/23/2014		
Charge Code	12270	Morphine sulfate injection	8/23/2014		
Charge Code	12270	Morphine sulfate injection	8/23/2014		
Charge Code	17120	RINGERS LACTATE INFUSION	8/23/2014		

Coded	08/24/2014	CBlackwell
Bill Submitted	08/24/2014	CBlackwell
Abstracted	08/24/2014	CBlackwell
Abstract Status:	Complete	

eAbstractv70.rpt

Printed : 8/24/2014 12:05

Page # 2 of 2

Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:3076373

Page 2 of 2

1304 West Bo Bo Newsom Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

UNIVERSAL MEDICATION FORM

Fold this form and keep it in your wallet

Date of Record: 08/23/2014

Page: 1
Data printed: 08/23/2014

Name: GOODWIN, PAMELA R		Address: 1616 W BILLY FARROW HWY		Emergency Contact/Phone numbers: COX, KEVIN (FIANCE)	
Phone: 843-496-4694		HARTSVILLE, SC. 29550		843-858-4055	
Birth Date: 07/05/1965					
Organ Donor: ☐ Yes ☐ No					
IMMUNIZATION RECORD (Record the date/year of last dose taken, if known)					
FLAID	CI	PNEUMOVAX	CI		

MEDICATION ALLERGIES

ALLERGY TO/DESCRIBE REACTION	ALLERGY TO/DESCRIBE REACTION	ALLERGY TO/DESCRIBE REACTION
NO KNOWN ALLERGIES-000000001 NO KNOWN DRUG A		

LIST ALL MEDICINES YOU ARE CURRENTLY TAKING: prescription and over-the-counter medications (example: aspirin, antacids) and herbs (examples: ginseng, ginkgo). Include medications taken as needed (example: nitroglycerin).

[illegible]

1. ALWAYS KEEP THIS FORM WITH YOU. You may want to fold it and keep it in your wallet along with your drivers license. Then it will be available in case of an emergency.
2. Write down all of the medicines you are taking and list all of your allergies.
3. Take this form to ALL doctor visits, when you go for tests and ALL hospital visits.
4. WRITE DOWN ALL CHANGES MADE TO YOUR MEDICINES on this form. If you stop taking a certain medicine, draw a line through it and write down the date it was stopped. If help is needed, ask your Doctor, Nurse, Pharmacist, or family member to help you keep up-to-date.
5. In the NOTES column, write down the name of the doctor who told you to take the medicine(s). You may also write down why you are taking the medicine (Examples: high blood pressure, high blood sugar, high cholesterol).
6. When you are discharged from the hospital, someone will talk with you about WHICH MEDICINES TO TAKE AND WHICH MEDICINES TO STOP TAKING. Since many changes are often made after a hospital stay, a new form should be filled out. When you return to your doctor, take your new form with you. This will keep everyone up-to-date on your medicines.

0330108

303673


CAROLINA PINES
REGIONAL MEDICAL CENTER

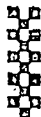


CP-5246 (05/12)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acc# 3076373 MR# 0000015692 0000. S
HASSLER, TEREN
Adm: 08/22/2014 DOB: 07/06/1965 O49Y F
CAROLINA PINES REG MED CENTER
CALCULATED

ENTER



From: HARTSVILLE ORTHOPEDICS

843 383 3745

08/21/2014 17:04

#050 P.001/003

Page 1 of 3

HARTSVILLE MEDICAL GROUP LLC - 700 Medical Park Dr, Hartsville SC 29550-4765

GOODWIN, PAMELA R (Id #121160, dob: 07/06/1965)

Encounter Summary

Patient

Name	GOODWIN, PAMELA (49, F)	AppL Date/Time	08/21/2014 01:30PM
ID#	121160		
DOB	07/06/1965	Service Dept.	TMG_Hartsville Ortho Sports Med

Provider TERENCE HASSLER MD

Insurance

Med Primary: *SELF PAY*

Prescription: SURESCRIPTS LLC - This patient could not be found on the payor's files. Either the patient is ineligible or demographic information included in the inquiry (e.g., member ID) does not match the payor's files. [details](#)

Problems

- Fracture of metacarpal bone
- Closed fracture of tibia AND fibula

Past Medical History

Reviewed Past Medical History
Cancer: Y - CERVIX

GOODWIN, PAMELA R
Acc#3076373 MR#0000015692 0000- S
HASSLER, TERENCE
Adm08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER

Family History

Reviewed Family History
MOTHER- CANCER

Social History

Reviewed Social History
Ortho
Smoking Status: Current every day smoker.
Smoker (1/2 PPD).
Alcohol intake: Moderate 1-2 glasses of wine weekly.

Surgical History

Reviewed Surgical History
• Other - CERVIX REMOVED
• Other - RT FOREARM PINS
• Other - LT BREAST LUMPECTOMY

Allergies

Reviewed Allergies
NKDA

Medications

Reviewed Medications

Name	Date
hydrocodone 10 mg-acetaminophen 325 mg tablet	08/21/14 prescribed
Take 1-2 tablet(s) every 4 hours by oral route as needed.	

Vitals

08/21/2014 02:45 pm		
Wt: 140 lbs	BP: 104/69 sitting L arm	BP Cuff Size: adult
Pulse: 88 bpm	RR: 17	T: 97.5 F
Ht: 5 ft 4 in	BMI: 24	

Chief Complaint

<https://athenact.athenahealth.com/>

833440

ALENCOUNT... 8/21/2014

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 1 of 3

HARTSVILLE MEDICAL GROUP LLC • 700 Medical Park Dr, Hartsville SC 29550-4765

GOODWIN, PAMELA R (Id #121160, dob: 07/06/1965)

Right hand problem, Right leg problem

HPI

the patient was involved in a motorcycle versus motor vehicle accident on 8/20/14. At that time, she was riding a motorcycle and did not have a helmet on and apparently someone pulled out in front of her and she impacted the vehicle with her motorcycle. She was thrown off the motorcycle and had significant bruising to her head which is better now. She is seen in emergency department x-rays were taken of the right distal tibia and fibula showing a fracture with some significant comminution as well as displacement. She also has right hand revealing fifth metacarpal fracture in the distal one third with significant displacement. CT scan of the head and brain did not reveal any significant injuries

ROS

None recorded.

Physical Exam

Patient is a 48-year-old female.

the patient is in a splint on the right ankle. She has a 2+ dorsalis pedis pulse she is able to move her toes have some diffuse numbness. Left hand reveals tenderness over the fifth metacarpal with some mild edema and ecchymosis.

Results / Interpretations

EXTERNAL RESULT

Review of result shows:

Foot:

Radiographic Findings: no fracture, no dislocation, joint spaces well preserved, and normal alignment.

EXTERNAL RESULT

Review of result shows:

Ankle:

Radiographic Findings: no fracture, no dislocation, joint spaces well preserved, and normal alignment.

Assessment / Plan

Right tibia and fibula fracture distally with significant comminution of both bones and right hand fifth metacarpal fracture, distal one third with significant displacement.

1. Closed fracture of tibia AND fibula

823.82: Closed fracture of unspecified part of fibula with tibia

- hydrocodone 10 mg-acetaminophen 325 mg tablet - Take 1-2 tablet(s) every 4 hours by oral route as needed. Qty: 60 tablet(s) Refills: 1 Pharmacy: N/A

2. Fracture of metacarpal bone

815.00: Closed fracture of metacarpal bone(s), site unspecified

Discussion

Discussion Notes

the patient will need surgical intervention with plating of the distal tibia and fibula on the right have told her she'll never have a pain-free joint. Hopefully we can get this healed with surgery. I also discussed with her that patella possibilities or failure fixation with possible infection. Have also discussed the fact that I have seen this injury gone to amputation as well. She'll also need the plating of her fifth metacarpal on the right, which I do not think is going to be as big a problem for her in the long term.

Return to-Office

- to see Terence Hassler, MD at TMG_Hartsville Ortho Sports Med on or around 08/25/2014
- to see Terence Hassler, MD at TMG_Hartsville Ortho Sports Med on or around 08/25/2014
- to see Terence Hassler, MD at TMG_Hartsville Ortho Sports Med on or around 08/25/2014

History and Physical

<https://athenam>

833440

icounter.csp?CLINICALENCOUNT... 8/21/2014

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 3

HARTSVILLE MEDICAL GROUP LLC • 700 Medical Park Dr. Hartsville SC 29550-4765

GOODWIN, PAMELA R (Id #121160, dob: 07/06/1965)

Encounter Sign-Off

Encounter signed-off by Terence Hassler, MD, 08/21/2014.

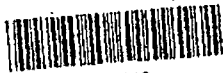
Patient's Care Team

Primary Care Provider: STEVEN SMITH MD: 737 S MAIN ST, SOCIETY HILL, SC 29593, Ph (843) 378-4501, Fax (843) 378-4209

Encounter performed and documented by Terence Hassler, MD

Encounter reviewed & signed by Terence Hassler, MD on 08/21/2014 at 3:41pm

History and Physical



833440

H&P was reviewed, the patient was examined.
☒ No changes have occurred in the patient's condition since H&P was completed.
☐ Changes, see below.
 Date 8/21/14 Time 09:05
 Signature [Signature]

GOODWIN, PAMELA R
 Acct#3076373 MR#0000015692 0000 S
 HASSLER, TERENCE
 Adm#08/22/2014 DOB:07/06/1965 049Y F
 CAROLINA PINES REG MED CENTER



<https://athenonet.athenahealth.com/4693/9/clinical/encounter.asp?CLINICALENCOUNT...> 8/21/2014

CAROLINA PINES REG MED CENTER

Coid: 833

Operative Report

Report Status: Transcribed

Patient Nbr: 3076373 GOODWIN, PAMELA R

Admit: 08/22/2014 07:00

DOB: 07/06/1965

Req By: HASSLER, TERENCE W.

Discharge: 08/22/2014 07:07

Med. Rec.: 0000015692

Pat. Type: OS

Location: 0000-

Type: NEO Dict.: 08/22/2014 16:53 72103733

Transcr: 08/22/2014 17:08

Dictated by: 0119 HASSLER, TERENCE W.

PREOPERATIVE DIAGNOSIS: Right fifth metacarpal fracture in the distal one-third with displacement.

POSTOPERATIVE DIAGNOSIS: Right fifth metacarpal fracture in the distal one-third with displacement.

PROCEDURE: Open treatment and internal fixation with a synthes 4-hole LC-DC plate with compression.

SURGEON: Terence W Hassler, M D

DESCRIPTION OF THE PROCEDURE: The patient was brought to the operating room on 08/22/2014 and placed in the supine position. After satisfactory general anesthetic, the patient's right upper extremity had a tourniquet placed proximally and not inflated. The right upper extremity was then prepped and draped in the usual sterile fashion and then exsanguinated using a Martin bandage. The tourniquet was then inflated to 250 mmHg. At this point, an incision was made over the fracture site on the distal one-third of the fifth metacarpal and carried down through the skin and subcutaneous tissue. The extensor tendon was retracted and the fracture was identified. A 4-hole Synthes LC-DC compression plate was placed on the fracture and C-arm verification of good reduction was made. The holes were then drilled and screws were placed. The fracture was then checked in 2 planes and found to be good reduction and fixation. At this point, the wound was irrigated and closed in a layered fashion. A compressive type dressing was applied and the tourniquet was discontinued after 35 minutes of tourniquet time.

Attention was then directed to the tibia and fibular fracture, separate dictation.

Terence W Hassler, M D

DATE:

TIME:

CC:

30059 \72103733 \DD: Fri Aug 22 16:59:15 2014 \TD: Fri Aug 22 17:08:35 2014

Authenticated by Terence W. Hassler, MD on 08/27/2014 11:21:49 AM

CAROLINA PINES REG MED CENTER
Operative Report
Report Status: Transcribed
Patient Nbr: 3076373 GOODWIN, PAMELA R Admit: 08/22/2014 07:00
DOB: 07/08/1965 Discharge: 09/00/0000 09:00
Reg By: HASSLER, TERENCE W. Pat. Type: NS Location: 0241-A
Med. Rec. 0000015692
Type: MED Dict: 08/22/2014 16:56 72103781 Transcr: 08/22/2014 20:43
Dictated by: 0119 HASSLER, TERENCE W.

PREOPERATIVE DIAGNOSIS: Right tibia and fibula fracture with comminution, nonarticular.

SURGEON: Terence W Hassler, M D Terence W. Hassler, MD

DESCRIPTION OF THE PROCEDURE: The patient had been brought to the operating room for open treatment internal fixation of the right fifth metacarpal fracture. After the fixation was completed, attention was then directed to the right lower extremity. Tourniquet was placed proximally and the right lower extremity was prepped and draped in usual sterile fashion, exsanguinated using a Martin bandage. The tourniquet was inflated to 300 mmHg pressure. At this point, a lateral incision was made and carried down through the skin and subcutaneous tissue. The fibula fracture was identified. There were four main fragments and one was completely devascularized and was discarded. At this point, the proximal and distal fragments were approximated end-to-end and an 8-hole _____ plate was clamped into position. The holes were drilled and screws were placed when the fracture was fixated. Attention was then directed to the medial side. There were several fracture blisters that have ruptured and a medial incision was made along the tibia distally carried down through the skin and subcutaneous tissue. The fracture was found to have approximately 8 or 9 comminuted fragments fairly sizable, none were discarded and the fracture was reduced and distal tibial medial periparticular locking zimmer type plate was placed over the fracture site. Three clamps were used to reduce the fracture and reduced under the C-arm visualization. At this point the holes were drilled and locking screws were placed distally and proximally and the construct was visualized with C-arm and found to be adequately reduced. At this point approximately 2.5 mL of bone putty was used to fill in voids on the lateral aspect of the tibia and then wound was closed in layered fashion. Skin clips were used to close the skin. Attention was then directed back to the fibular side and again approximately 1 mL of the Zimmer putty was placed in a void and wound was closed in layered fashion. Skin clips were used to close the skin. Sterile dressings were applied and then a posterior splint was applied. The patient having tolerated the procedure well had the tourniquet discontinued at 113 minutes of tourniquet time. Attention was then directed back to the metacarpal fracture, which was a nonarticular fracture was removed and a ulnar gutter splint was applied. The patient having tolerated the procedures well was then transferred to the recovery room satisfactory condition. No complications and approximately 50 mL of blood loss.

Terence W Hassler, M D

DATE: _____

TIME: _____

CC:
884445 \72103781 \DO: Fri Aug 22 16:56:15 2014 \TO: Fri Aug 22 20:43:26 2014

Authenticated by Terence W. Haseler, MD On 08/27/2014 11:21:51 AM

DATE <u>8/22/14</u>		PROCEDURE <u>(Distal) metacarpal</u>		DIAGNOSIS	
AGE	SEX ☐ MALE ☐ FEMALE	OTIF	HEIGHT <u>5'5"</u>	WEIGHT <u>140</u>	
PAST MEDICAL HISTORY					
<u>carcinoma</u>		<u>(Distal) tibia/fibula CT</u>			
<u>MVA, motorcycle</u>		<u>week 7/14</u>			
PAST SURGICAL HISTORY					
<u>cervix removed</u>		<u>(Distal) tibia/fibula</u>			
<u>(Distal) tibia/fibula</u>		<u>BTE</u>			
ANESTHESIA COMPLICATIONS (PATIENT OR FAMILY)					
SOCIAL HISTORY					
TOBACCO <u>1/2</u> PACKS/DAY X		ALCOHOL ☐ RARELY ☐ DAILY ☐ WEEKLY DRUG USE			
DRUG ALLERGIES					
CURRENT MEDICATIONS					
<u>hydrocodone</u>		<u>gabapentin, 2 weeks ago</u>			
<u>gabapentin</u>					
PRE OPERATIVE ASSESSMENT					
SENSORIUM		☒ AWAKE/ALERT ☐ CONFUSED ☐ SEDATED ☐ UNRESPONSIVE			
ASA PS <u>1</u>		E BODY HABITUS ☐ THIN ☒ MEDIUM ☐ OBES		NPO ☐ LAST INTAKE <u>2 MN</u>	
PERTINENT EXAM					
<u>bruises lacerations black eyes lacerated chest 7 lacerations</u>					
AIRWAY EVALUATION					
DENTAL <u>sl. dropped (Distal) front</u>		MALLAMPATI CLASS <u>IV</u>			
ANESTHESIA OPTIONS AND RISKS WERE DISCUSSED WITH THE PATIENT AND/OR FAMILY AND QUESTIONS ANSWERED ☒					
☒ SURGEON CONCURS WITH PRE ANESTHESIA ASSESSMENT AND ANESTHESIA PLAN					
ANESTHESIA PLAN					
		<u>CA</u>			
		<u>CRNA / PHYSICIAN'S SIGNATURE</u>		<u>8/22/14</u>	
				DATE	
RE-ASSESSMENT AND EVALUATION OF PATIENT AND MEDICAL RECORD PERFORMED IMMEDIATELY PRIOR TO ANESTHETIC ☒					
POST OPERATIVE COMMENTS					
		<u>CRNA / PHYSICIAN'S SIGNATURE</u>		<u>8/22/14</u>	
				DATE	
Patient Seen and Evaluated Post Op ☐ No Known Anesthesia Complications					



CAROLINA PINES
REGIONAL MEDICAL CENTER



833780

ANESTHESIA/
PRE-ANESTHESIA EVALUATION
11000120 (11/11)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acc# 3076373 MR# 0000015692 0000- S
HASSLER, TEREN
Adm: 08/22/2014 DOB: 07/05/1965 049Y F
CAROLINA PINES REG MED CENTER

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 2

1) ID bracelet in place Y ☒ N ☐ N/A ☐

2) Allergy bracelet in place Y ☐ N ☐ N/A ☒

3) Pre-op Vitals: T 99.2 HR 69 RESP 20 B/P 108/67 O₂Sat 96.2 HT 5'5" WT 140

4) Patent IV site Y ☐ N ☐ N/A ☒

5) Valuables removed and secured or given to family - ☐ Location _____

6) Dentures removed - ☐ Location _____

7) Glasses/Contact lens removed - ☐ Location _____

8) Patient in hospital gown only Y ☒ N ☐ N/A ☐

9) Preop Chlorhexidine Gluconate Bath, if not CHG allergic Y ☐ N ☐ N/A ☐

10) Incentive Spirometer Teaching completed Y ☐ N ☐ N/A ☒

11) Surgical Site Infection Teaching completed Y ☐ N ☐ N/A ☒

12) NPO after midnight Y ☒ N ☐ N/A ☐

1) Updated History and Physical on chart		YES ☒	NO ☐
2) Blood Typed & Screened and Crossmatched # units _____	Y _____	N _____	N/A ☒
3) Blood Band in place	Y _____	N _____	N/A ☒
4) VTE Prophylaxis SCD _____ TED Hose _____ Medication _____		N/A ☒	
5) Anticoagulant use: Coumadin _____ Plavix _____ Heparin _____		ASA _____	
Arixtra _____ Lovenoxy _____ Other <u>Gravol Powder and N/A</u>			
6) Operative Consent Signed _____	Time/Date _____	Witnessed ☒	
7) MAR on chart	Y _____	N _____	N/A ☒
8) DNR Status clarified for surgery	FULL CODE ☒	DNR ☐	
9) Patient labels on Chart	Y ☒	N _____	N/A _____
10) Pre-op Medication given as ordered and charted	Y ☒	N _____	N/A _____
11) Pre-op Testing reports on chart	Y ☒	N _____	N/A _____
12) Beta Blocker Administered (IF taken prior to Admission)	Y _____	N _____	N/A ☒
PreOp _____			

Checklist completed by [Signature] Time 8:40 Date 8-22-2014
 (Signature indicates Surgical Protocol implemented and checklist completed)

CPRMC Pre-Operative Testing Protocol

- NPO after midnight prior to surgery
- IV - Initiate Lactated Ringers Solution at KVO
- EKG (required for age 40 or above or with pts with CAD, CHF, or COPD)
- CXR (required for age 50 or above or history of respiratory problems)
- CBC (required over age 40 or with history of anemia, cancer, or renal insufficiency)
- BMP (required for patients on anti-hypertensive meds/diuretics or with hx of CAD, renal insuff)
- PT / PTT / INR (required only for patients on Coumadin or with known coagulopathy)
- Fasting Blood Sugar ONE hour prior to surgery (required for Diabetics)
- Pregnancy Test (non-sterilized females of child bearing age) - urine or serum
- Sickie Cell Test (required for Afro-Americans < age 5 or if status unknown)



833820

PREOPERATIVE CHECKLIST

CP-5520 (04/13)

Page 1 of 2

PATIENT IDENTIFICATION	
NAME	Mr. J. H. Smith
AGE	45
SEX	Male
DATE	10/15/54
TIME	10:00 AM
LOCATION	Room 101
PHYSICIAN	Dr. J. H. Smith
NURSE	Miss J. H. Smith
LABORATORY	Room 101
PHARMACY	Room 101
DIET	Room 101
RECORDS	Room 101
ADMISSION	Room 101
DISCHARGE	Room 101
DEATH	Room 101
RECOVERY	Room 101
REMARKS	Room 101

GOODWIN, PAMELA R
Acct#3076373 MAR0000015692 0000- S
HASSLER, TEREN
Adm#0812212014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
11/11/14 11:11:11 AM

In the Preprocedure Area

Prior to Introduction of Anesthesia.
(if possible - or immediately prior to incision)

Prior to Leaving OR

SIGN IN	TIME OUT	SIGN OUT
Patient Has Confirmed: Identify (using 2 Identifiers) <i>pk</i> Site <i>pk</i> Procedure <i>pk</i> Consent <i>pk</i> Site Marked (by Proceduralist) if applicable <i>pk</i> History and Physical Complete <i>pk</i> History and Physical Update <i>pk</i> Pre-anesthesia Assessment Complete <i>pk</i> Correct diagnostic labs and radiology test results that are properly labeled. <i>pk</i> Any required blood products, implants, devices and/or special equipment for the procedure. <i>pk</i> DNR status in surgery <i>pk</i> <i>Full Code</i>	Immediate members of the procedure team including the proceduralist(s), the anesthesia providers, the circulating nurse, the OR technician, and the other active participants verbally confirm: Correct Patient Identity. <i>pk</i> Confirmation correct side and site marked. <i>pk</i> Accurate procedure consent form. <i>pk</i> Agreement on procedure to be done. <i>pk</i> Correct Patient position. <i>pk</i> Relevant images and results properly labeled and displayed. <i>pk</i> Need to administer antibiotics/ fluids for irrigation. <i>pk</i> Safety precaution based on Patient history or medication use. <i>pk</i> Sterility confirmed by indicator results. <i>pk</i> Alcohol based prep dry. <i>pk</i> <i>Full Code</i>	Nurse Verbally confirms with the team: The name of the procedure recorded. <i>pk</i> The instrument (as applicable), sponge and needle counts are correct. <i>pk</i> How the specimen is labeled. (including 2 patient identifiers) <i>pk</i> Whether there are any equipment problems to be addressed. <i>pk</i> Surgeon, Anesthesia and nurse review key concerns for recovery and management of this patient. <i>pk</i>

Time Out Called 1217 AM/PM 03-22-14 Date

Names of Individuals participating in Time Out

Abickson RN W. Hensley W. Sumner CRNA

C. Rickmacker CST R. Bratton CRT A. Scott CRT

A. Sherman RRT(R)

CAROLINA PINES
Surgical Medical Center
833820
SURGICAL SAFETY CHECKLIST

CP-5260 (12/10)

PATIENT IDENTIFICATION

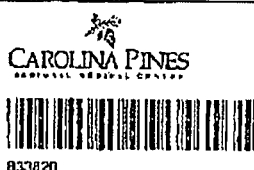
GOODWIN, PAMELA R
Acc#3076373 MRN#0000015692 0000- S
HASSLER, TEREN
Adm:08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
ENTER

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 10

Date	Time	AM PM	Yes	No	NA
Transported Per: ☐ W/C			I.D. Band on ☒		
☐ Stretcher ☐ Bed ☐			Current Vital Signs ☒		
By: ☐ NA ☐ RN ☐ TECH			Surgical Consent ☒		
Room# ☐ In ☐ Out ☐ TBA			CBC ☒		
☐ Scheduled ☐ Add on ☐ Emerg			EKG Report ☒		
H & P ☒ On Chart ☐ Dictated			Chest X-Ray Report ☒		
NPO Since <u>Med this am</u>			Blood Ordered ☒		
Allergies ☐ NKA ☐ Yes			Blood Consent ☒		
List With Reactions			U/A ☒		
			HIV ☒		
CONSCIOUSNESS LEVEL			ANXIETY LEVEL		
☐ Alert ☐ Uncooperative			☐ Mild ☐ Moderate		
☐ Confused ☐ Comatose			☐ Restless ☐ Severe		
☐ Easily Aroused			Comments:		
☐ Comments:					
SKIN <u>with 1st degree accident</u>			EXISTING LINES		
Skin / Nailbed Color <u>(pink)</u>			☐ None ☒ I.V. <u>Right</u>		
Condition: ☐ Warm ☐ Cool			☐ I.V. Started in Holding Area <u>9</u>		
☐ Dry ☐ Moist ☐ Rash			☐ Other <u>left hand</u>		
☐ Bruises ☐ Burns ☐ Cuts			Comments: <u>left hand</u>		
Comments: <u>Scrubbed - scrubbed by</u>					
HANDICAPS			PROSTHESES (With Patient)		
☐ None ☐ Vision ☐ Speech			☐ None ☐ Dentures		
☐ Hearing ☐ Language			☐ Glasses ☐ Hearing Aids		
☐ Mobility ☐ Other			☐ Orthopedic ☐ Other <u>hand</u>		
Comments:			Comments:		
PATIENT COMPLAINT: ☐ None ☒ Pain ☐ Nausea ☐ Cold ☐ Other					
SURGERY TO BE PERFORMED: <u>Right 5th metatarsal ORIF - Tibial ORIF -</u>					
SURGICAL SITE IDENTIFIED: <u>Right</u> MARKED WITH "Yes" <u>PAHUB</u> NURSES SIGNATURE: <u>PAHUB</u>					
INTRA OPERATIVE NOTES: <u>O.R. # 10</u> SURGICAL SITE VERIFIED ☒ Yes ☐ No					
PATIENT ☒ Verbally			ANESTHESIA ☐ Local ☐ Regional Block		
IDENTIFIED ☒ I.D. Band			TYPE ☒ General ☐		
Name Preferred: <u>Renee</u>			☐ I.V. Sedation		
ROOM TIME	IN <u>1232</u>	OUT <u>1630</u>	SURGEON <u>Hassler</u>		ASSISTANT
SURGERY	START <u>1318</u>	FINISH <u>1630</u>	CRNA <u>D. Primmer</u>		
PRE-OP DIAGNOSIS <u>Fractured Right 5th Metatarsal, Fractured Right Tibia and Fibula</u>					
PROCEDURE <u>OTIF right 5th metatarsal, OTIF Right Tib-Fib fracture</u>					
POST-OP DIAGNOSIS <u>Same as pre-op</u>					
WOUND CLASSIFICATION ☒ Clean ☐ Clean Contaminated ☐ Contaminated ☐ Dirty					



O.R. ASSESSMENT

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acc# 3076373 MR# 0000015692 0000-S
HASSLER, TEREH
Adm# 08/22/2014 DOB: 07/06/1965 049YF
CAROLINA PINES REG MED CENTER

Page 1 of 4

ABL-156 (11/10)

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 5 of 10

☒ Stretcher Locked ☒ Safety Straps ☒ Feet Uncrossed ☒ Positioned L. Abraham AU William CK

POSITION Lateral ☐ Right ☐ Left

☒ Supine ☐ Prone
☐ Lithotomy ☐ Frogleg
☐ Other

ARMS

RIGHT ☒ Extended ☐ At Side
LEFT ☒ Extended ☐ At Side

SKIN PREP ☐ None ☒ Yes

Applied by: William CK
☐ Betadine Scrub ☐ Duraprep
☐ Betadine Paint ☒ Chloraprep Y2
☐ Other: Specify _____
Reaction ☒ None ☐ Yes

POSITIONING/PRESSURE

REDUCTION AIDS ☐ None
☐ Padding ☐ Feet Stirrups
☐ Rolls ☐ Knee Stirrups
☐ Pillows ☐ Knee Holder
☐ Tape ☒ Other Arm Table

HAIR REMOVAL ☒ No ☐ Yes

Site _____
Device Used _____
☐ Clippers
☐ Other _____

BOVIE PAD ☐ None ☒ Yes

Applied by: Abraham AU
Unit# 36504A Site Whip
☐ Foot Control ☒ Hand Control
Bipolar Model N/A
Site Shaved ☐ Yes ☒ No
Post-Op Site Condition _____

TOURNIQUET ☐ None ☒ Yes

Applied by: Abraham AU
Site Right Arm Pressure 250mmHg
Time On 1315 Time Off 1353
Post-Op Condition Good

CULTURE ☒ None ☐ Yes

Source _____
LAB ☒ None ☐ Yes
Source _____

IRRIGATION ☐ None

Fluid NS
Medication _____

TUBES / DRAINS / PACKS

☒ None ☐ Drains _____
☐ Packing _____
☐ N.G. Tube _____
☒ Foley 16FR
☐ Other _____
☐ In + Out Cath _____
Amount Drainage Discarded 200u
☒ Cath Inserted using aseptic technique

PROSTHESIS ☐ None ☒ Yes

Item / Size / Serial # _____

See Implant Record

DRESSING ☐ None

☐ 4 x 4 ☐ Silk Tape ☐ Webull
☐ ABD Pad ☐ Paper Tape
☐ Airstrip ☐ ACE
☐ Peri Pad
☐ Other _____

CAST / SPLINT ☐ None

Type 4x15 (12) / 5x30 (12)
Location RT. arm / RT. leg

PATHOLOGY

☒ None ☐ Routine
☐ Frozen Section
☐ Other _____
Specimen _____

MEDICATIONS: ☒ None ☐ Yes

CIRCULATING

Abraham AU

SCRUB TECHNICIAN

Shirley
C. Rickert
R. Byston

OTHER PERSONS IN ROOM

Abraham AU RT(R) out @ 13:30
M. Schwartz R. Byston (RT) @ 13:30

COUNTS

X-ray sponge Pre-operative: 10
Count 4X4: Added: 0
Closure: 10

Laparotomy Pre-operative: 5
tape count: Added: +5
Closure: 10

Reels: Pre-operative: _____
Added: _____
Closure: _____

Blades & Sharps: Pre-operative: 2
Added: 0
Closure: 2

Needle Count: Pre-operative: 16
Added: 8+8+8+8
Closure: 64 48

Instrument Count: Pre-operative: _____
Added: 14
Closure: 14

Kitners: Pre-operative: _____
Added: _____
Closure: _____

Others: Pre-operative: _____
Added: _____
Closure: _____

Cesarean Section during uterus closure
Counts: _____
Packs: N/A

COUNT CORRECT ☒ Yes ☐ No

If Incorrect Physician Notified

☐ Yes ☐ No

X-Ray Results

BREAK IN STERILE TECHNIQUE

☒ No ☐ Yes

Action Taken _____

R.N. Abraham AU
Tech. Shirley

CAROLINA PINES
TRAINING MEDICAL CENTER



833820

O.R. ASSESSMENT

ABL156 (11/10)

Page 2 of 4

10/10/10 10/10/10 10/10/10 10/10/10 10/10/10

GOODWIN, PAMELA R
Acct#3076373 MRN#0000015692 0000-5
HASSLER, TEREY
Adm#08/22/2014 DOB:07/06/1965 049YF
CAROLINA PINES REG MED CENTER
P.L.S. USE THIS LABEL ONLY FOR IDENTIFICATION

Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:3076373

Page 6 of 10

NURSE'S NOTES

DATE / TIME / SIGNATURE AT EACH ENTRY

DVT Prevention

☒ AntieMBOLISM hose ☒ SCD Hose *left leg only*
Post Op Skin Condition ☐ Clear ☒
Other _____

Condition of Patient on Discharge

LEVEL OF CONSCIOUSNESS

☐ Unresponsive ☐ Sedated and Responsive to Deep Stimuli
☒ Sedated and Responsive to Verbal Stimuli ☐ Awake and Unsedated

AIRWAY STATUS

☒ Spontaneous Airway ☐ Oral Airway ☐ Intubated
☐ Nasal Airway ☐ Trach ☐ Other _____

Pressure Areas Checked	☒ Yes	☐ No
Patient Dry	☒ Yes	☐ No
Dry Gown Applied	☐ Yes	☐ No
Warm Blanket Applied	☒ Yes	☐ No
I.D. Band On	☒ Yes	☐ No
Transported by:	☐ Bed	☐ W/C
Bed Siderails Up	☒ Yes	☐ No
Safety Belt Secured	☐ Yes	☐ No

ACCOMPANIED BY:

☐ Anesthesiologist ☒ CRNA ☒ Nurse ☐ Surgical Tech
☐ Transporter ☐ Other _____

DISCHARGED TO:

☒ Recovery Room ☐ ICU # _____
☐ Day Surgery ☐ In Patient # _____

O.R. NURSE *Alison B.*RECEIVING NURSE *E. Moody R.*TIME *11:30*


CAROLINA PINES
REGIONAL MEDICAL CENTER



833820

O.R. ASSESSMENT

ABL-156 (11/10)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acc#3076373 MR#0000015692 0000. S
HASSLER, TAREN
Adm:08/22/2014 DOB:07/08/1965 049Y.F
CAROLINA PINES REG MED CENTER

Page 3 of 4

Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:3076373

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PERIOPERATIVE NURSING CAREPLAN

NURSING DIAGNOSIS	EXPECTED OUTCOME	NURSING ORDERS
Anxiety ☒ -a. Related to surgery and unfamiliar environment.	1a. Shows improvement in symptoms of anxiety (relaxed facial expression and body posture). Verbalizes questions and concerns calmly. Is able to cooperate and follow directions. b. Positive identification of patient.	1a. Greet patient by name, introduce self and other members of surgical team. Demonstrate competent and professional behavior. Encourage patient to verbalize concerns and ask questions. Responds to concerns and answers questions calmly and accurately. Orient to surrounding and events. Keep sensory stimuli and activity level to a minimum. Provide reassurance, explain procedures, use touch to enhance verbal communications. b. Check ID band, compare with addressograph and face of sheet and verify with patient.
Potential disturbance of self concept: ☒ -a. Impaired self-esteem related to a dependent state and preoperative preparations, including loss of privacy. -b. Altered body image related to illness trauma or surgery.	2a. Is able to maintain a positive self concept. b. Maintains positive body image. Discuss feelings, accept procedures.	2a. Address patient respectfully using titles (Mr., Mrs., Dr., etc.) as appropriate. Explain, if necessary, why hair is covered, dentures removed, etc. Avoid exposing the body unnecessarily. Explain procedures before doing them. Incorporate patient concerns into care plan. Adhere to policy regarding visitors and photography in the OR. b. Check ID band, compare with addressograph and face of sheet and verify with patient.
Potential loss of body heat related to exposure, skin, prep, intraoperative heat loss. ☒	3a. Maintains normal body temperature. Has warm, dry skin with good color.	3a. Observe skin for warmth and color. Monitor body temperature when appropriate. Avoid exposing patient unnecessarily. Use warm blankets. Use warm irrigation solutions. Prevent pooling of solutions under patient. Monitor warming equipment for correct setting. Avoid over-warming patient with fever. Check skin color and texture post-operatively.
Potential disruption of skin integrity related to: ☒ -a. Sensitivity, positioning, prepping of skin, or equipment.	4a. Maintains skin integrity without redness, bruise, or inflammation. Shows no signs of burns.	4a. Determine skin sensitivities (e.g., to iodine, tape, etc.) and avoid using. Determine that sheets are under patient with no gown knots or bunches. If use, cover warming blanket adequately. Place bovie plate correctly on healthy, nonhairy area taking appropriate precautions. Check bovie site pre and post-operatively. Prevent pooling of solutions under patient or on bovie plate. Monitor all electrical equipment for proper functioning and correct setting. Pad bony prominences, pad between skin all electrical cords and metal surfaces. Use pillows and rolls to ease pressure on skin. Keep pressure off sacrum and heels of male and breasts of females with pillows and rolls. Prevent member of surgical team from leaning on patient. Keep Mayo stand adjusted to avoid contact with patient. Check skin integrity when drapes and bovie plate are removed.
Potential injury: ☒ -a. Of nerves and joint related to unsafe environment, improper positioning, and anesthetized state (i.e., altered muscle tone and reflexes). -b. Related to the use of surgical equipment. -c. Potential circulatory impairment related to positioning and depressed compensatory mechanisms.	5a. Is free of signs and symptoms of nerve or joint injury (joint pain, paresthesia, or paralysis). b. All safety procedures will be adhered to during the surgical procedure. c. If free of signs and symptoms of circulatory impairment.	5a. Never leave patient unattended in operating room. Use safety belt across thighs. Keep rails up on gurney. Stabilize gurney and lock OR table before transferring patient. Position with good alignment and symmetry. Avoid extreme flexion or extension of joints. Support joints above and below when moving extremity. Use pillows and soft rolls for body support. Position according to accepted standards. Avoid placing hands at break in table, best to use armboards. b. Refer to instruction booklet for information on proper use of equipment. Test all equipment prior to its being used for the surgery. Check all equipment on a routine basis. Implement all standard safety requirements. c. Place safety belt across thighs without impairing venous return. Assess and verify (pre and post-operatively) any apparatus used to aid venous return. Use slow smooth postural transitions to allow depressed circulatory system to adjust.
Potential for acquiring nosocomial infection related to low resistance, and invasive procedures. ☒	6a. Has normal post-operative recovery (absence of wound abscess, drainage, URI).	6a. Determine the room is clean before case begins. To avoid cross contamination, follow principles of aseptic technique. Practice handwashing. Monitor environment to maintain it clean and sterile.
Potential for alteration in comfort related to OR table, room environment. ☒	7a. Will experience minimal to NO discomfort when positioned on OR table.	7a. Provide comfort measures as needed: warm blankets, pillows or supports, eggcrate mattress.
Potential for physical discomfort or injury during transportation to PACU. ☒	8a. Safe transfer of patient to PACU.	8a. Cover with warm blankets after procedure. b. Insure adequate personnel for transfer from table if filter not used. c. Observe safety measures as indicated: safety straps, siderails. d. Accompany patient to PACU per procedure. e. Report pertinent information to PACU nurse (i.e. allergies, drains, and pre and intra-op problems, for continuity of care).

Signature Abel R. R.

RN

CAROLINA PINES
SOUTHERN REGIONAL MEDICAL CENTER



833620

O.R. ASSESSMENT

ABL-158 (11/10)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acc#3076373 MR#0000015692 0000- S
HASSLER, TEREY
Adm:08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER

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Patient: GOODWIN, PAMELA R

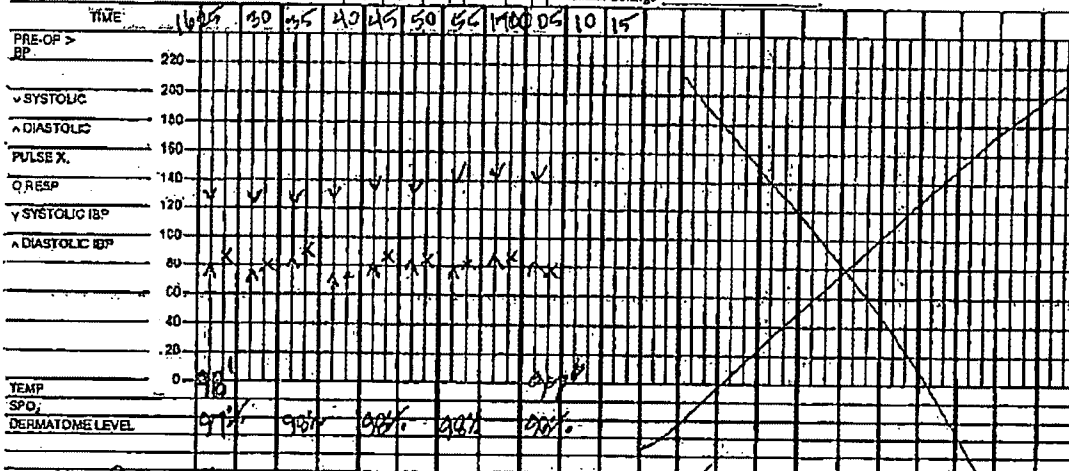
MRN: 8330000015692 Encounter: 3076373

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POST-ANESTHESIA RECOVERY SCORE

Activity	Score	MINUTES				
		0-5	5-15	15-30	30-45	45-60
Ability to move 4 extremities voluntarily or on command	-2	1	1	1	1	1
Ability to move 2 extremities voluntarily or on command	-1					
Ability to move 0 extremities voluntarily or on command	-0					
Respiration						
Able to keep breathing and cough freely	-2	2	2	2	2	2
Spontaneous or assisted breathing	-1					
Asthesia	-0					
Circulation						
BP $\geq$ 70 of Preanesthetic level	-2	2	2	2	2	2
BP $\geq$ 70-90 of Preanesthetic level	-1					
BP $\geq$ 50 of Preanesthetic level	-0					
Consciousness						
Not Arousable	-2	1	1	2	2	2
Arousable on calling	-1					
Not Responsive	-0					
O ₂ Saturation						
Able to maintain O ₂ saturation $\geq$ 95% on room air	-2	1	2	2	2	2
Needs O ₂ inhalation to maintain O ₂ saturation $\geq$ 95%	-1					
O ₂ saturation $<$ 95% even with O ₂ supplement	-0					
TOTAL		7	8	9	9	9

Date: 8/22/14
 Time In: 1625 Time Out:
 Accounted for by: D. Farmer
 Type of Anesthesia: General
 Surgical Procedure: OTIF @ 5K metatarsal
 OTIF @ Ab/fib for



DRAINS: JP 0 TLS 0 Alarms Checked and Audible 0
 FOLEY 0 PENROSE 0 NG 0 HEMODAC 0
 SIDERAILS YES RESTRANTS YES SAFETY STRAP YES

IV THERAPY

INTAKE	OUTPUT
SURGERY	SURGERY
IV BLOOD 1900	IV BLOOD 100
PACU	PACU
IV BLOOD	IV BLOOD
TOTAL 1900	TOTAL 100

MEDICATIONS AND TREATMENTS

TIME	DRUG	DOSAGE	ROUTE	INT.	RESPONSE

CAROLINA PINES
 MEDICAL CENTER



833840

POST ANESTHESIA CARE UNIT RECORD

ABL-157-1F (07/13)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
 Acct#3076373 MRN#0000015692 DOB: 08/22/2014 DOB-07/06/1965 049Y F
 CAROLINA PINES REG MED CENTER

ENTER

Page 1 of 2
 Original: Chart Copy: Anesthesia

RESP.	ON ADMISSION	ON DISCHARGE		
Airway status	patent			
BS	CL			
Symmetry	even			
NEURO:				
Loc	downy			
Extremities	RUE strong/cent RUE weak			
Speech	CL			
Eyes	open spor			
CV:				
Rhythm	SR			
Rate	80s			
PULSE:				
DP	1+			
Rad	1+			
Apical	S, S ₂			
NURSES NOTES: 1645 - Pt received to PACU from OR. Placed to monitor. VSS. Strong cent to RUE D+E. Cent to RUE D+E. Cap refill < 2 sec. Sensation intact. PT is at 1/6+ CMC time - 7 1700 - Report called to floor - 7 1705 - Pt to room 241 - 17				
/				
DISCHARGE SUMMARY:				
Clear Airway	☒	INITIAL: <i>Handwritten initials</i> SIGNATURE: <i>Handwritten signature</i>		
Stable Vital Signs	☒			
Conscious	☒			
Pain Controlled	☒			
Dressing D&I	☒			
Pt. told O P is over	☒			
PACU:		1. PACU Nurse / 2. Floor Nurse		
BP	Pulse	Resp.	Dressing	
142/80	80	10	D+E	<i>Handwritten signature</i>
Time to Room:				
Pl. report given to <i>Handwritten name</i>				
Receiving nurse <i>Handwritten name</i>				

CAROLINA PINES
REG MED CENTER



833840

POST ANESTHESIA CARE UNIT RECORD

ABL-157-1F (07/13)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acc#3076373 MR#000015692 0000-5
HASSLER, TEREH
Adm#08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
AL CENTER

Page 2 of 2

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 10 of 10

ALL PHYSICIAN'S ORDERS MUST BE WRITTEN IN BLACK (DATED, TIMED & SIGNED).

☐ EMERGENCY DEPARTMENT BRIDGE ORDERS EXPIRE IN _____ HOURS BUT NO MORE THAN 8 HOURS AFTER INITIATION. ATTENDING PHYSICIAN MUST INITIATE NEW ORDERS BY THE EXPIRATION TIME OF THE BRIDGE ORDERS.

Allergies: ☐ Y ☐ N	HEIGHT FT _____ IN _____	WEIGHT LB _____ KG _____	ALL MEDICATION DISPENSED IN ACCORDANCE WITH HOSPITAL FORMULARY
Pregnant: ☐ Y ☐ N			
Lactating: ☐ Y ☐ N			

Primary Discharge Diagnosis: _____
 Secondary Discharge Diagnosis: _____
 Plan of Care Goals & Instructions: _____

- ☒ Discontinue IV ☐ Discontinue Central Line
☒ Discontinue Foley catheter ☐ Discontinue Telemetry
- ☐ Discharge ☐ Home ☐ Skilled Nursing Facility ☐ Adult Rehab ☐ Hospice ☐ Assisted Living
- Follow-up with PCP/Dr _____ on _____ or within 72 hours (for chest pain, MI, HF)
 Follow-up with Dr _____ in _____
 Follow-up with Dr _____ in _____
 (If unable to schedule appointment, fax this form to PCP office)
- Home Health
☐ Visiting nurse: _____
☐ Physical / Occupational therapist: _____
☐ Wound Care Center: _____
- DME
☐ Front-wheeled walker
☐ Standard walker
☐ Crutches
☐ Cane
☐ Portable toilet seat
☒ 1 commode (bedside commode, shower chair, raised toilet seat)
☐ Wheel chair
☐ Hospital Bed
☐ Other: _____
- Smoking cessation counseling for all patients, if smoked in last year
- Vaccinations prior to discharge
☐ Influenza vaccine (if between September 1 and March 31 and has not already received it in this period)
☐ Pneumovax vaccine (if indicated and has not received in last 5 years)
- Please schedule outpatient studies as follows: (Fax to One-Call Scheduling at 339-4853 or call 339-4500)

 Fax results to Dr _____ when completed
- See Medication Reconciliation Sheet
- Diet: Regular
- Other: None weight bearing (RUE, BLE)

Physician Signature _____

Date/Time 8/23/14 10:05

PATIENT IDENTIFICATION

CAROLINA PINES
 A CAROLINA HEALTHCARE COMPANY



8331020

GENERAL DISCHARGE ORDERS

CP-5350 (07/14)

GOODWIN, PAMELA R
 Acct# 3076373 MR# 0000015692 0241 A3
 HASSLER, TERENCE
 Adm: 08/22/2014 DOB: 07/06/1965 49Y F
 CAROLINA PINES REGIONAL MEDICAL CENTER



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 1 of 5

Foley Insertion DATE:
FOLEY CATHETER ORDERS (DAILY REVIEW)
From Evidenced Based literature, foley catheters should be removed as quickly as possible to prevent CAUTI.
☒ The foley catheter may be removed today. • If the patient has not voided within 6 hours, and after attempts at toileting, a bladder scan will be done and the physician will be contacted.
☐ The foley catheter may not be removed for the following reason(s): (Please check a reason for not removing the catheter)
☐ Acute urinary retention or obstruction
☐ Need for accurate measurements of urinary output in critically ill patients
☐ Patients that are currently in ICU and on diuretics
☐ Patients that had surgery of the GU tract
☐ Operative patients with urinary incontinence
☐ To assist in healing of open sacral or perineal wounds in incontinent patients
☐ Patients who require prolonged immobilization (e.g. uncleared thoracic or lumbar spine)
☐ To improve comfort for end of life care if needed
☐ Other:
☒ Surgical Patient
☒ Routine 1st day postoperative removal of foley catheter
☐ Routine 2nd day postoperative removal of foley catheter
Physician Signature:  Date/Time: 8/23/14 1:00

CAROLINA PINES
REGIONAL MEDICAL CENTER



8331020

FOLEY CATHETER ORDERS:
(DAILY REVIEW)
CP-5292 (03/12)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MR# 0000015892 0241 A3
HASSLER, TERENCE
Adm: 08/22/2014 DOB: 07/06/1985 48Y F
CAROLINA PINES REGIONAL MEDICAL CENTER



Patient: GOODWIN, PAMELA R

MRN: 8330000015892 Encounter: 3076373

Page 3 of 5

1. To PACU then: ☒ ICU ☐ Inpatient ☐ Outpatient Observation ☐ Outpatient then discharge when criteria met

2. Sensation: ☐ Stable ☐ Guarded ☐ Critical ☐ Other _____

3. Diagnosis: RTA R/L @ 5th mcs

4. Vital Signs: ☐ q 2 hrs x 2 ☐ q 4 hrs x 4 ☐ q 8 hrs q shift ☒ Other As per Routine

5. Activity: N/A ONE ONE

6. Weight Bearing ☐ As tolerated ☐ PWB ☐ TTWB: ☐ RL

7. Elevate operated extremity above heart @ L ONE

8. Neurovascular checks: Operated Extremity q 1 h x 12 hrs (Pulse: OX to operated extremity)

9. Diet: ☒ Regular ☐ ADA: _____ Calories: ☐ Special: _____

10. IV: RL @ 155 cc/hr, May convert to heparin lock when tolerating PO

11. Equipment: ☐ Abduction Pillow ☐ Trapeze ☐ Elevated Toilet Seat ☐ Gery Chair
☐ Walker ☐ TEDS ☐ SCDs ☐ Cryotherapy Unit to Operative Site
☐ CPM: 0 Extension, 60 Flexion ☐ Shoulder Immobilizer ☐ Knee brace
☒ Oxygen 2L NC, Other BE OPX 1 hr
☐ Incentive Spirometry q 1 hr while awake

12. I&O q shift, Empty wound drain q 8 hrs & PRN ☐ Foley to-SD

13. I&O cath PRN ☐ Constavac drain to Reperfusion

14. Labs: ☐ CBC ☐ BMP ☐ PT/PTT/INR daily ☐ STAT in PACU ☐ 6 PM ☐ 6 AM ☐ Daily

15. X-Ray: _____ Portable in PACU

16. Consult: Dr. _____ BEPT ☐ Discharge Planner Townsend, Ben

Pain Medications	Antibiotics, etc.
☐ Morphine 2 mg IV q 2 hrs PRN Mild Pain	☒ Ancef 1 gm IV q 6 hrs x 3 doses
☒ Morphine 4 mg IV q 2 hrs PRN Moderate Pain	☐ Vancomycin 1 gm IV q 12 hrs x 2 doses
☐ Morphine PCA per protocol	☐ Clindamycin 600 mg IV q 12 hrs x 2 doses
☒ Loraz 10/325 1 PO q 4 hrs PRN Mild Pain	☒ Colace 100 mg PO BID (Stool Softening)
☐ Loraz 10/325 2 PO q 4 hrs PRN Moderate Pain	☐ FeSO4 325 mg PO BID (Iron Replacement)
☒ Tylenol 1 gm PO q 4 hrs PRN Temp > 101.5, headache, or mild pain	☐ Celebrex 200 mg PO BID
☐ Indocin 25mg PO-TID	☐ Ambien 10 mg PO qhs PRN sleep
☒ [n] Toradol 30mg IV for breakthrough pain-not to exceed 60 mg/day	☐ PPD
☐ [n] Demerol 50 mg IV q 3 hr for mild pain	
☐ [n] Demerol 100 mg IV q 3 hr for moderate pain	
☐ Dilaudid 0.2 mg IV q 2 hr for moderate pain	
☐ Dilaudid 1 mg IV q 2 hr for severe pain	
Anticoagulants	Antiemesis Medications
☐ Lovenox 30 mg SQ q 12 hrs beginning @ _____ (tag chart anticoagulant) for DVT	☐ Phenergan 12.5 mg IV q 4 hrs PRN Nausea/itching
☐ Coumadin _____ mg @ 6 pm today and mg @ _____ 6 pm daily	☒ Zofran 4mg IV/IM/PO q 4 hrs PRN Nausea
☐ Aspirin 81 mg PO qday	
☐ Aspirin 325 mg x2 doses	
☐ Aspirin 325 mg x1 dose	

16. Additional medications: see next page

17. See medication reconciliation list.

LIP Signatur

Nurse Signature

Transcribed by

Date/Time

Date/Time

Date/Time

PATIENT IDENTIFICATION	
NAME	
MR NO.	
DATE	
TIME	
LOCATION	
PHYSICIAN	
NURSE	
ASSISTANT	
REMARKS	

CAROLINA PINES
REGIONAL MEDICAL CENTER



8331020

ORTHOPEDIC POST OP ORDERS:

CP-5530 (06/14)

GOODWIN, PAMELA R
Acc: 03076373 MR#0000015692 0000 S
HASSLER, TEREN
Adm: 08/22/2014 008:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
11/11/2014 11:11:11 AM

AL CENTER

Patient Name: Pamela Goodwin DOB 7/6/65
Date of Procedure: 8/22/14 Physician Name: Hassler
Diagnosis: B5th metacarpal B Rankle Rx
Procedure/Consent For: CRP B5th metacarpal vs RSLP with Plate Saws
Desired Anesthesia: ☐ Choice ☐ GA ☐ Regional ☐ TIVA ☐ Local ☐ Cons Sed
Type of Admission (for bed planning purposes only): ☐ Outpatient ☐ Post-op Admission

☐ INITIATE PREOPERATIVE TESTING PROTOCOL (see description below)

Other labs/XRays (if desired) – please check box

☐ Type & Antibody Screen ☐ Type & X-Match for _____ units packed RBCs
☐ Urinalysis ☐ PT, PTT, INR ☐ Platelet Aggregation Study
☒ CBC ☒ Basic MP ☐ Complete MP (includes LFTs)
☐ Lipase ☐ Sick Cell Test ☐ Physical Therapy Pre-op Eval.
☒ 12L EKG ☐ PA/LAT CXR ☐ KUB ☐ CT Scan of _____
Pre-Operative Meds ☒ Ancef 1 gm IV ☐ _____
☐ Incentive Spirometry Pre-op Instruction per Resp Therapy prior to Surgery
☐ SPECIAL INSTRUCTIONS/OTHER _____

CPRMC Pre-Operative Testing Protocol (for information only)

NPO after midnight prior to surgery
IV – initiate Lactated Ringers Solution @ KVO
EKG (required for age 40 or above or with pts with CAD, CHF, or COPD)
CXR (required for age 50 or above or history of respiratory problems)
CBC (required over age 40 or with history of anemia, cancer, or renal insufficiency)
BMP (required for patients on anti-hypertensive meds/diuretics or with hx of CAD, renal insuff)
PT/PTT/INR (required only for patients on Coumadin or with known coagulopathy)
Fasting Blood Sugar ONE hour prior to surgery (required for Diabetic patients)
Pregnancy Test (non-sterilized females of child bearing age) – urine or serum
Sickle Cell Test (required for Afro-Americans < age 5 or if status unknown)

55
140#
11004

Don't take
8/22/14

Physician Signature

Date/Time

CAROLINA PINES
REGIONAL MEDICAL CENTER



8331020

CPRMC OUTPATIENT SURGERY ORDERS

CP-5526 (03/13)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acc#3076373 MR#0000015692 0000-5
HASSLER, TEREH
Adm:08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER

373

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 5 of 5

Patient Name: Pamela Goodwin DOB 7/6/65
Date of Procedure: 8/22/14 Physician Name: Stroeder
Diagnosis: B5th metacarpal B Rankie Rx
Procedure/Consent for: CRP B5th metacarpal vs RTA with Plate + screws
Desired Anesthesia: ☐ Choice ☐ GA ☐ Regional ☐ TIVA ☐ Local ☐ Cons Sed
Type of Admission (for bed planning purposes only): ☐ Outpatient ☐ Post-op Admission

☐ INITIATE PREOPERATIVE TESTING PROTOCOL (see description below)

Other labs/XRays (if desired) – please check box

☐ Type & Antibody Screen ☐ Type & X-Match for _____ units packed RBCs
☐ Urinalysis ☐ PT, PTT, INR ☐ Platelet Aggregation Study
☒ CBC ☒ Basic MP ☐ Complete MP (includes LFTs)
☐ Lipase ☐ Sickie Cell Test ☐ Physical Therapy Pre-op Eval.
☒ 12L EKG ☐ PA/LAT CXR ☐ KUB ☐ CT Scan of _____
Pre-Operative Meds ☒ Ancef 1 gm IV ☐ _____
☐ Incentive Spirometry Pre-op Instruction per Resp Therapy prior to Surgery
☐ SPECIAL INSTRUCTIONS/OTHER _____

CPRMC Pre-Operative Testing Protocol (for information only)

NPO after midnight prior to surgery
IV – initiate Lactated Ringers Solution @ KVO
EKG (required for age 40 or above or with pts with CAD, CHF, or COPD)
CXR (required for age 50 or above or history of respiratory problems)
CBC (required over age 40 or with history of anemia, cancer, or renal insufficiency)
BMP (required for patients on anti-hypertensive meds/diuretics or with hx of CAD, renal insuff)
PT/PTT/INR (required only for patients on Coumadin or with known coagulopathy)
Fasting Blood Sugar ONE hour prior to surgery (required for Diabetic patients)
Pregnancy Test (non-sterilized females of child bearing age) – urine or serum
Sickle Cell Test (required for Afro-Americans < age 5 or if status unknown)

Physician Signature

Date/Time

CAROLINA PINES



8331020

CPRMC OUTPATIENT SURGERY ORDERS

CP-5526 (03/13)

PATIENT IDENTIFICATION

3076373

Page 1 of 1

Room d41
Ht. 5'5" 
Wt. 140#

To PACU then: ☒ ICU ☐ Inpatient ☐ Outpatient Observation ☐ Outpatient then discharge when criteria met
 Sedation: ☒ Stable ☐ Guarded ☐ Critical ☐ Other _____
 Diagnosis: RTA / @ 5th floor
 Vital Signs: ☐ q 2 hrs x 2 ☐ q 4 hrs x 4 ☐ q 8 hrs q shift ☒ Other As per Routine
 Activity: N/A WALK WALK
☐ Weight Bearing ☐ As tolerated ☐ PWB ☐ TTWB ☐ RL
 Elevate operated extremity above heart: @ 15°
 Neurovascular checks Operated Extremity q 1 hr x 12 hrs (Pulse O₂ to operated extremity)
 Diet: ☒ Regular ☐ ADA: _____ Galones ☐ Special: _____
 IV: RL @ 15° cc/hr May convert to heparin lock when tolerating PO
 Equipment: ☐ Abduction Pillow ☐ Trapeze ☐ Elevated Toilet Seat ☐ Gerry Chair
☐ Walker ☐ TEDS ☐ SCDs ☐ Cryotherapy Unit to Operative Site
☐ CPM 0 Extension, 60 Flexion ☐ Shoulder Immobilizer ☐ Knee brace
☐ Oxygen 2L NC, Other _____ ☐ Incentive Spirometry q 1 hr while awake
 12. ☒ I&O q shift, Empty wound dressings q 4 hrs & PRN ☐ Foley to SD
☐ I&O cath PRN ☐ Constabac drain to Reperfusion
 13. Labs: ☐ CBC ☐ BMP ☐ PTT/INR daily ☐ STAT in PACU ☐ 6 PM ☐ 6 AM ☐ Daily
 14. X-Ray: _____ Portable in PACU
 15. Consult: Dr. _____ EPT ☐ Discharge Planner TRANSFER BED TO CHW

Pain Medications	Antibiotics, etc.
☒ Morphine 2 mg IV q 2 hrs PRN Mild Pain	☒ Ancef 1 gm IV q 6 hrs x 3 doses
☐ Morphine 4 mg IV q 2 hrs PRN Moderate Pain	☐ Vancomycin 1 gm IV q 12 hrs x 2 doses
☐ Morphine PCA per protocol	☐ Cefdinir 600 mg IV q 12 hrs x 2 doses
☒ Lorper 10/325 1 PO q 4 hrs PRN Mild Pain	☐ Colace 100 mg PO BID (Stool Softening)
☐ Lorper 10/325 2 PO q 4 hrs PRN Moderate Pain	☐ FeSO ₄ 325 mg PO BID (Iron Replacement)
☐ Tylenol 1 gm PO q 4 hrs PRN Temp > 101.5, headache or mild pain	☐ Celebrax 200 mg PO BID
☐ Imodium 25mg PO TID	☐ Ambien 10 mg PO qhs PRN sleep
☒ Inf Toradol 30mg IV for breakthrough pain not to exceed 60 mg/day	☐ PPD
☐ Inf Demerol 50 mg IV q 3 hr for mild pain	
☐ Inf Demerol 100 mg IV q 3 hr for moderate pain	
☐ Dilaudid 0.2 mg IV q 2 hr for moderate pain	
☐ Dilaudid 1 mg IV q 2 hr for severe pain	
Anticoagulants	Antiemesis Medications
☐ Lovenox 30 mg SQ q 12 hrs beginning @ _____ Tag chart anticoagulant for DVT	☐ Phenergan 12.5 mg IV q 4 hrs PRN Nausea/aching
☐ Coumadin _____ mg @ 6 pm today and mg @ _____ 6 pm daily	☒ Zofran 4mg IV/IM/PO q 4 hrs PRN Nausea
☒ Aspirin 81 mg PO q day ☐ Aspirin 325 mg x 2 doses ☐ Aspirin 325 mg x 1 dose	

16. Additional medications: see next page
 17. See medication reconciliation list

LIP Signature _____ Date/Time 8/22/14 1645
 Nurse Signature _____ Date/Time _____
 Transcribed by _____ Date/Time _____

CAROLINA PINES



8331020

ORTHOPEDIC POST OP ORDERS
CP-5530 (08/14)

PATIENT IDENTIFICATION	
NAME	MR. JAMES EARL RAY
DATE OF BIRTH	10-14-28
DATE OF ADMISSION	10-14-68
ROOM	101
WARD	101
CLINICAL HISTORY	See attached
PHYSICAL EXAMINATION	See attached
LABORATORY TESTS	See attached
IMMUNIZATION RECORD	See attached
ALLERGIC HISTORY	See attached
PREVIOUS SURGERY	See attached
PREVIOUS ILLNESS	See attached
PREVIOUS HOSPITALIZATION	See attached
PREVIOUS MENTAL ILLNESS	See attached
PREVIOUS DRUG ABUSE	See attached
PREVIOUS ALCOHOL ABUSE	See attached
PREVIOUS TUBERCULOSIS	See attached
PREVIOUS HIV INFECTION	See attached
PREVIOUS OTHER INFECTIONS	See attached
PREVIOUS TRAUMA	See attached
PREVIOUS HEAD INJURY	See attached
PREVIOUS EYE INJURY	See attached
PREVIOUS EAR INJURY	See attached
PREVIOUS NOSE INJURY	See attached
PREVIOUS THROAT INJURY	See attached
PREVIOUS CHEST INJURY	See attached
PREVIOUS ABDOMEN INJURY	See attached
PREVIOUS LIMB INJURY	See attached
PREVIOUS SKIN INJURY	See attached
PREVIOUS BURN INJURY	See attached
PREVIOUS FROSTBITE INJURY	See attached
PREVIOUS OTHER INJURY	See attached
PREVIOUS SURGERY	See attached
PREVIOUS ILLNESS	See attached
PREVIOUS HOSPITALIZATION	See attached
PREVIOUS MENTAL ILLNESS	See attached
PREVIOUS DRUG ABUSE	See attached
PREVIOUS ALCOHOL ABUSE	See attached
PREVIOUS TUBERCULOSIS	See attached
PREVIOUS HIV INFECTION	See attached
PREVIOUS OTHER INFECTIONS	See attached
PREVIOUS TRAUMA	See attached
PREVIOUS HEAD INJURY	See attached
PREVIOUS EYE INJURY	See attached
PREVIOUS EAR INJURY	See attached
PREVIOUS NOSE INJURY	See attached
PREVIOUS THROAT INJURY	See attached
PREVIOUS CHEST INJURY	See attached
PREVIOUS ABDOMEN INJURY	See attached
PREVIOUS LIMB INJURY	See attached
PREVIOUS SKIN INJURY	See attached
PREVIOUS BURN INJURY	See attached
PREVIOUS FROSTBITE INJURY	See attached
PREVIOUS OTHER INJURY	See attached

GOODWIN, PAMELA R
Acdt#3076373 MR#0000015692 0000 S
HASSLER, TEREH
Adm#08/22/2014 DOB-07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
000000000000

4. CENTER

Date / Time	Progress Notes
8/23/14 10:15	no p/w Bonkh / fat app 125- Power Spect / Ant - NOT ALC Spect / Ant NOT Stable done this P.m. if white P.O. - anal ym F/U as scheduled 8/23/14 - U
8/23/14 1145	PT Eval completed. Follow P.O. as stated. Thank you for this referral. — Kristi E. Moore



8331 100

CP.HMA NUD18 (11/10)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct#3076373 MR#0000015692 0000- S
HASSLER, TEREN
Adm:08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER



DISCHARGE REPORT
CAROLINA PINES REGIONAL MEDICAL CENTER
1304 Nest Bobo Newson Highway, Bartsville, SC 29550
Tarek M. Biobara, M.D., Pathologist

PATIENT: GOODWIN, PAMELA R MRN: 0000015692 LOCATION: 2E-0241-A
I.D.#: 3076373 DISCH.: 08/23/14 DOB: 07/06/1965 AGE: 49 SEX: F

HEMATOLOGY

-----N6210426-----		
COLLECTED	08/21/14 17:15	-----
PRIORITY, PHYSICIAN	ROUTINE HASSLER, TERENCE	REFERENCE RANGE
VERIFIED	08/21/2014 17:32	

COLLECTED	08/21/14 17:15 SDW	
AUTOMATED HEMATOLOGY		
COLLECTED	08/21/14 17:15 SDW	
RBC	4.9	3.6-11.1 10 ³ /uL
RBC	4.00	3.63-4.92 10 ⁶ /uL
HEMOGLOBIN	12.8	10.9-14.4 g/dL
HEMATOCRIT	36.9	31.2-41.4 %
MCV	92.1	79.3-94.8 fL
MCH	31.9	24.7-33.1 pg
MCHC	34.7	33.5-35.5 g
PLATELET COUNT, AUTO	193	163-353 10 ³ /uL
RDW	13.9	11.9-15.1 %
MPV	8.2	7.5-10.7 fL
% LYMPHOCYTES	21.8	20.5-31.1 %
% MONOCYTES	13.4	1.7-9.3 %
% GRANULOCYTES	63.0	43.2-71.5 %
% EOSINOPHILS	1.6	0.0-8.0 %
% BASOPHILS	0.2	0.0-1.2 %
ABSOLUTE LYMPHOCYTES	1.9	10 ³ /uL
ABSOLUTE GRANULOCYTES	5.6	10 ³ /uL
DIFFERENTIAL/MORPHOLOGY		
COLLECTED	08/21/14 17:15 SDW	
NUCLEATED RBC	0	/100 wbc

* - RESULT REPORTED FIRST TIME

ATT. PHYS.: HASSLER, TERENCE MRN: 0000015692
LOCATION: 2E-0241-A PATIENT: GOODWIN, PAMELA R
KEY FOR ABNORMAL COLUMN: L-LOW, H-HIGH, AB-ABNORMAL, P-PANIC
HEMATOLOGY

DISCLAIMER: The Verified Date and Time represents the last test result verified on the chapter. The Date/Time next to the order

number represents the Collected Date/Time.

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PRINTED 08/24/2014 08:05 Page: 1 of 2

Patient: GOODWIN, PAMELA R MRN: 8330000015692 Encounter: 3076373 Page 1 of 2

DISCHARGE REPORT

CAROLINA PINES REGIONAL MEDICAL CENTER

1304 West Bobo Newsum Highway, Hartsville, SC 29550

Tarek M. Bishara, M.D., Pathologist

PATIENT: GOODWIN, PAMELA R

MRN: 0000015692

LOCATION: 2E-0241-A

I.D.#: 3076373 DISCH.: 08/23/14

DOB: 07/06/1965 AGE: 49 SEX: F

CHEMISTRY

-----N6210426-----		
COLLECTED	08/21/14 17:15	-----
PRIORITY, PHYSICIAN	ROUTINE HASSLER, TERENCE	REFERENCE RANGE
VERIFIED	08/21/2014 17:42	

COLLECTED	08/21/14 17:15 SDW	
GENERAL CHEMISTRY		
COLLECTED	08/21/14 17:15 SDW	
SODIUM	138	135-147 meq/L
POTASSIUM	3.9	3.3-5.5 mEq/L
CHLORIDE	103	100-110 meq/L
CARBON DIOXIDE	29	24-32 mEq/L
ANION GAP	9.9	6.0-20.0
CALCIUM	8.7	8.4-10.7 mg/dL
GLUCOSE	117	70-110 mg/dL
BLOOD UREA NITROGEN	19	6-22 mg/dL
CREATININE SERUM	0.89	0.60-1.50 mg/dL
GFR NON-AFRICAN AMERICAN	>60.0	60.0-120.0 mL/min/1.73m2
GFR AFRICAN AMERICAN	>60.0	60.0-120.0 mL/min/1.73m2

* - RESULT REPORTED FIRST TIME

ATT. PHYS.: HASSLER, TERENCE

MRN: 0000015692

LOCATION: 2E-0241-A

PATIENT: GOODWIN, PAMELA R

KEY FOR ABNORMAL COLUMNS: L-LOW, H-HIGH, AB-ABNORMAL, P-PANIC

CHEMISTRY

DISCLAIMER: The Verified Date and Time represents the last test result verified on the chapter. The Date/Time next to the order

number represents the Collected Date/Time.

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PRINTED 08/24/2014 08:05

Page: 2 of 2

Report:PAB120
08/22/2014 20:26:20
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:1

RADIOLOGY TEST INFORMATION

Type/source: RAD: HAND 2 V	Order #: 6682147	Account: 3076373
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status:F 16:26	Order Date: 08/22/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 08/22/2014	Order Time: 15:42	Admit Date: 08/22/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

R 5TH METACARPAL FX

RT OTIF 5TH METACARPAL, RT TIB/FIB MARKED BE TH, DONE IN OR RM6, FT=1:19

Procedure Acknowledge Date: 08/22/2014 03:48 PM

RIGHT HAND, 2 VIEWS 08/22/2014

INDICATION: Fracture.

FINDINGS: Two films were taken in the OR with the C-arm during open reduction and internal fixation of comminuted fracture of the distal 5th metacarpal. Compression plate and fixation screws are in good position. Fracture is in anatomic position.

IMPRESSION: SUCCESSFUL ORIF OF FRACTURE OF THE DISTAL 5TH METACARPAL.

PB 8/22/2014 4:04 PM

DT: 08/22/2014 04:04 PM Dictated By: CONNOR, GREGORY S. MD

DF: 08/22/2014 04:26 PM Signed By: CONNOR, GREGORY S. MD

Report: PAB120
08/22/2014 20:28:22
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD TIBIA & FIBULA MIN 2V	Order #: 6682148	Account: 3076373
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F	Order Date: 08/22/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 08/22/2014 16:26	Order Time: 15:42	Admit Date: 08/22/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

R 5TH METACARPAL FX

RT OTIF 5TH METACARPAL, RT TIB/FIB MARKED BE TH, DONE IN OR RM6, FT=1:19

Procedure Acknowledge Date: 08/22/2014 03:48 PM

PORTABLE AP AND LATERAL VIEWS OF THE RIGHT LOWER LEG 08/22/2014

INDICATION: Fractures.

FINDINGS: The patient is status post ORIF of comminuted fractures of the distal tibia/fibula. Compression plate and fixation screws are in good position. The ankle mortise is intact.

IMPRESSION: SUCCESSFUL ORIF OF FRACTURES OF THE DISTAL TIBIA/FIBULA.

PB 8/22/2014 4:02 PM

DT: 08/22/2014 04:02 PM

Dictated By: CONNOR, GREGORY S. MD

DF: 08/22/2014 04:26 PM

Signed By: CONNOR, GREGORY S. MD

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 1 of 1

GOODWIN, PAMELA

06-JUL-1965 (49 yr)
Female Caucasian

Room: LAB
Loc: 5

ID: 0000015692

21-AUG-2014 17:20:22

CAROLINA PINES REGIONAL MC

Vent. rate	76	BPM
PR interval	122	ms
QRS duration	72	ms
QT/QTc	386/434	ms
P-R-T axes	67 22 34	

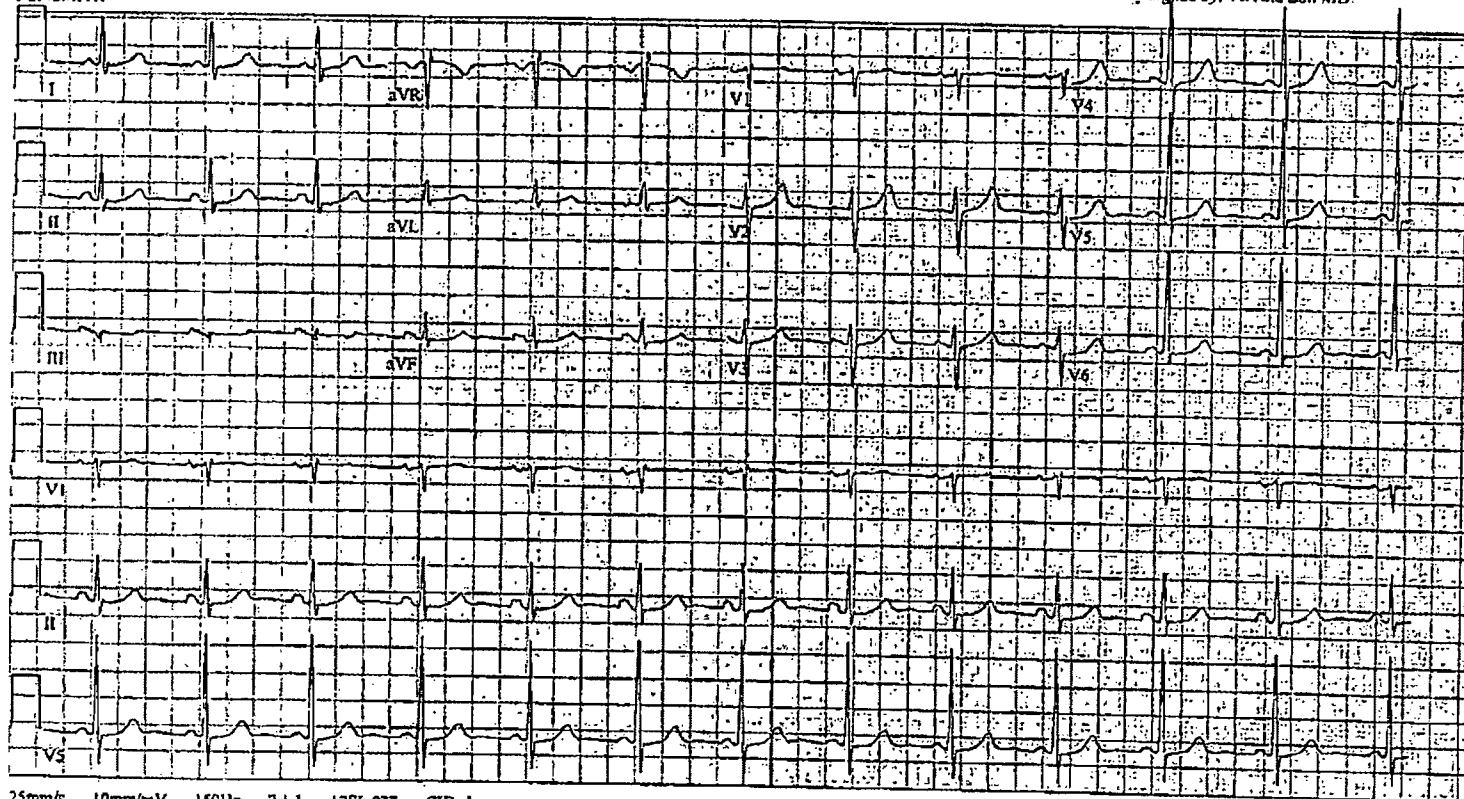
Normal sinus rhythm
Normal ECG
No previous ECGs available
Confirmed by Bafi MD, Arvind (34004) on 8/24/2014 3:35:23 PM

Technician: JH
Test ind: 08-21-14

Referred by: TERENCE HASSLER

Electronically signed by: Arvind Bafi MD.

PCP: SMITH



25mm/s 10mm/mV 150Hz 7.1.1 12SL 237 CID: 1

SID: 3076373 EID: 34004 EDT: 15:35 24-AUG-2014 ORDER: 5183101 ACCOUNT: 3076373

Page 1 of 1

REMOVE TO EXPOSE ADHESIVE
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 REMOVE TO EXPOSE ADHESIVE

HR _____ PR _____ QRS _____ QT _____

INTERPRETATION: _____

DATE: _____ TIME: _____ SIGNATURE: _____

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 REMOVE TO EXPOSE ADHESIVE

HR _____ PR _____ QRS _____ QT _____

INTERPRETATION: _____

DATE: _____ TIME: _____ SIGNATURE: _____

REMOVE TO EXPOSE ADHESIVE
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 REMOVE TO EXPOSE ADHESIVE

HR _____ PR _____ QRS _____ QT _____

INTERPRETATION: _____

DATE: _____ TIME: _____ SIGNATURE: _____


CAROLINA PINES
 REGIONAL MEDICAL CENTER



8331600

RHYTHM STRIP RECORD

CP-HCA ICU-0125/R (11/10)

Page 2 of 3

PATIENT IDENTIFICATION

3076373X

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 2

Admission date: 8/21/14
Diagnosis: (R) tib fib fx (L) 5th MC fx
NWB (R) UE/LE

Subjective Report/Prior Level of Function:
PMH: Cervical Cx removal, (L) breast lumpectomy, (R) Forearm
fracture. Lives at home with her boyfriend. She has 8-10
steps to enter her home (R) stairs. She works as a bartender.
She has crutches at home.

Pain: (Y) N: (R) foot 8/10

Problem List: (R) Weakness of Balance (R) Transfers (R) Ambulation (R) Range of Motion (R) Pain (R) Wound

Objective Findings:

Strength:

RT LE Strength: 1 2 3 4 5 7/5 LT LE Strength: 1 2 3 4 5 5/5 Trunk: 1 2 3 4 5 5/5
RT UE Strength: 1 2 3 4 5 5 LT UE Strength: 1 2 3 4 5 5/5

Transfers:

Bed to Chair: ☐ Independent ☐ Stand/By Assist ☐ Contact Guard Assist ☒ Minimal Assist ☐ Moderate Assist ☐ Maximal Assist ☐ Dependent Assist

Supine to Sitting on Edge of Bed: ☐ Independent ☐ Stand/By Assist ☐ Contact Guard Assist ☒ Minimal Assist ☐ Moderate Assist ☐ Maximal Assist ☐ Dependent Assist

Sitting on Edge of Bed to Supine: ☐ Independent ☐ Stand/By Assist ☐ Contact Guard Assist ☒ Minimal Assist ☐ Moderate Assist ☐ Maximal Assist ☐ Dependent Assist

Sit to Stand: ☐ Independent ☐ Stand/By Assist ☐ Contact Guard Assist ☒ Minimal Assist ☐ Moderate Assist ☐ Maximal Assist ☐ Dependent Assist

Assist ☐ Moderate Assist ☐ Maximal Assist ☐ Dependent Assist

Gait:

Assistive Device: ACx1 Level of Assistance: min-mod Distance: 5 WB: NWB (R)

Balance with Ambulation: Good Fair (Poor) -1/4

Dynamic Balance: Good Fair (Poor) -1/4 Static Balance: Good Fair (Poor) 2/5

Assessment:

It is non-weight bearing (R) LE + UE creating impaired balance. She would benefit from skilled PT for transfers and mobility.

Patient will benefit from skilled PT services during his/her hospital stay to address the above mentioned problem areas and increase independence with functional mobility.

☐ Patient will benefit from continued PT services after hospital stay in:
☐ short term rehab environment ☐ home health environment ☒ Out patient environment

☐ Patient is not a candidate for further PT services at this time.

Goals:

Short Term	Days	Long Term	Days
PT to transfer bed to chair		PT to amb 25ft w/ (L) AC	7
CGA	3	Stairs TBA	7
PT to amb 15ft w/ (L) AC	3		

Plan:

☐ PT to continue with plan of care for 7 days. Once a day M-Sat. Twice a day M-Sat. Once a day Sundays.

☐ Patient is not in need of further PT services at this time.

PT Signature: [Signature] Date/Time: 1145 / 8/23/14
On behalf of Carolina Pines Sports Medicine and Rehabilitation we would like to thank you for your referral. We will keep you abreast of this patient's status.



8332220

Physical Therapy Inpatient Evaluation

GOODWIN, PAMELA R
Acc#13076373 MR#0000015692 0241-A 5
HASSLER, TEREEN
Adm:08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
1145 1000 1000 1000 1000 1000

Medication Administration Record			
08/23/2014 00:01 - 08/24/2014 00:01		GOODWIN, PAMELA R Admit: 08/22/14	
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 185.1 cm (65 in) WEIGHT: 63.5 kg (140 lb)			
00:01-12:01		12:01-00:01	
20833419: Lactated Ringers (LR) Rate (as of 08/23/2014 16:33): 125 ML/HR IV CONTINUOUS Dispensed: [IV Soln] 1000 mL CONVERT TO HEPLUCK WHEN TOL PO DC'd on 08/23/14 at 16:29 LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 18:00		
20833425: Ketorolac (TORADOL) Dose: 30 MG IV AS DIRECTED Dispensed: [30 mg per mL Injection] * 30 MG = 1 ML * _NON-STEROIDAL ANTHINFLAMATORY PAIN, FEVER, INFLAMMATION COMMON SIDE EFFECTS: STOMACH PAIN, DYSPEPSIA, NA, CONSTIPATION, H/A, DIARRHEA, GASTRITIS, RECTAL BLEED, SWEATING, FOR BREAKTHROUGH PAIN--NOT TO EXCEED 60 MG PER DAY DC'd on 08/23/14 at 16:29 LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 08:27 18:00 17:59	08:09 ab Pain Scale: 10 Pain Scale: 6 (08:57)	
20833428: Aspirin Chewable Dose: 81 MG ORAL ONCE A DAY Dispensed: [81 mg Tablet] * 81 MG = 1 TAB * PLACE ANTICOAGULANT STICKER ON CHART _ANTIPLATELET COMMON SIDE EFFECTS: BLEEDING, UPSET STOMACH, BRUISING DC'd on 08/23/14 at 16:29 LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 16:00	(10:00) 09:47 ab	
20833430: Docusate Sodium (COLACE) Dose: 100 MG ORAL TWICE DAILY Dispensed: [100 mg Capsule] * 100 MG = 1 CAP * DC'd on 08/23/14 at 16:29 LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 22:00	(10:00) 09:47 ab	

Nurse Signatures		
	Signature 00:01-12:01 Initial ab = Ashley Blair, RN cde = Caesar Ezeze, RN	Signature 12:01-00:01 Initial ab = Ashley Blair, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1965 Acct: Room:		MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD
Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550		

Medication Administration Record			
08/23/2014 00:01 - 08/24/2014 00:01		GOODWIN, PAMELA R Admit: 08/22/14	
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (65 in) WEIGHT: 63.5 kg (140 lb)			
20833431: Cefazolin Sodium (ANCEF/KEFZOL) 1 GM In: Sodium Chloride (NS) 0.9% 100 ML Dose: 1 GM IV EVERY 6 HOURS _ANTIBIOTICS (INFECTION) COMMON SIDE EFFECTS: DIZZINESS, FLUSHING, DIARRHEA, UPSET STOMACH, X3 DOSES LAST VERIFIED: mb 08/22 17:40	Start Stop 08/22 08/23 18:00 06:30	00:01-12:01 (06:00) 06:11 cde	12:01-08:01
20833420: Morphine Dose: 2 MG IV EVERY 2H AS NEEDED Dispensed: [2 mg per mL Injection] * 2 MG = 1 ML * _OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, N/V, CONSTIPATION_ DC'd on 08/23/14 at 11:29 UNVERIFIED	Start Stop 08/22 09/12 17:05 17:06		
20833421: Morphine Dose: 4 MG IV EVERY 2H AS NEEDED Dispensed: [4 mg per mL Injection] * 4 MG = 1 ML * _OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, N/V, CONSTIPATION_ DC'd on 08/23/14 at 11:29 UNVERIFIED	Start Stop 08/22 09/12 17:09 17:06	03:51 cde Pain Scale: 8 Pain Scale: 6 (07:12 ab) 08:11 cde Pain Scale: 8 Pain Scale: 3 (07:12 ab) 09:47 ab Pain Scale: 8 Pain Scale: 3 (11:04)	
20833422: Hydrocodone-APAP 10-325 (NORCO 10-325) Dose: 1 TAB ORAL EVERY 4 H AS NEEDED _OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, N/V, CONSTIPATION_ DC'd on 08/23/14 at 16:29 LAST VERIFIED: mb 08/22 17:40	Start Stop 08/22 09/12 17:07 17:06		

Nurse Signatures			
		Signature 00:01-12:01 Initial	Signature 12:01-00:01 Initial
		pb = Ashley Bair, RN	pb = Ashley Bair, RN
		cde = Caesar Eraso, RN	
GOODWIN, PAMELA R		Carolina Pines Regional Medical Center	
Gender: F	MRN: 0000015692	1304 W. Bobo Newsom Hwy	
DOB: 07/06/1965	Visit: 3076373	Hartsville, SC 29550	
Acct:	DR: HASSLER, TERENCE W. MD		
Room:			

Medication Administration Record			
08/23/2014 00:01 - 08/24/2014 00:01 GOODWIN, PAMELA R Admit: 08/22/14			
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (5'5 in) WEIGHT: 63.5 kg (140 lb)			
		00:01-12:01	12:01-00:01
20833423: Hydrocodone-APAP 10-325 (NORCO 10-325) Dose: 2 TAB ORAL EVERY 4 H AS NEEDED OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, NA, CONSTIPATION DC'd on 08/23/14 at 16:29 LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 09:12 17:07 17:08	08:05 ab	12:29 ab 15:55 ab Given early/Reason: C/O Pain
20833424: Acetaminophen (TYLENOL EXTRA STRENGTH) Dose: 1000 MG ORAL EVERY 4 H AS NEEDED Dispensed: [600 mg Tablet] * 1000 MG = 2 TAB * PRN TEMP >101.5, HA, OR MILD PAIN DC'd on 08/23/14 at 18:29 LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 17:07		
20833427: Ondansetron (ZOFRAM) Dose: 4 MG INJECTION EVERY 4 H AS NEEDED Dispensed: [2 mg per mL Injection] 2 mL * 4 MG = 2 ML * ANTIEMETIC (VOMITING, NAUSEA) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, DIARRHEA, CONSTIPATION IV/IM DC'd on 08/23/14 at 18:29 LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 17:10		
20833428: Ondansetron (ZOFRAM) Dose: 4 MG ORAL EVERY 4 H AS NEEDED Dispensed: [4 mg Tablet] * 4 MG = 1 TAB * ANTIEMETIC (VOMITING, NAUSEA) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, DIARRHEA, CONSTIPATION DC'd on 08/23/14 at 18:29 LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 17:10		

Nurse Signatures		
	Signature 00:01-12:01 Initial ab = Ashley Bair, RN cd = Caesar Eraso, RN	Signature 12:01-00:01 Initial ab = Ashley Bair, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1965 Acct: Room:		MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD
Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550		

Medication Administration Record		
08/23/2014 00:01 - 08/24/2014 00:01 GOODWIN, PAMELA R Admit: 08/22/14		
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (65 in) WEIGHT: 63.6 kg (140 lb)		
29833429: Zolpidem Tartrate (AMBIEN) Dose: 10 MG ORAL AT BEDTIME AS NEEDED Dispensed: [6 mg Tablet] * 10 MG = 2 TAB * DC'd on 08/23/14 at 18:29 LAST VERIFIED: ab 08/22 17:10	Start Stop 08/22 09:12 17:10 17:09	00:01-12:01 12:01-00:01

Nurse Signatures		
	Signature 00:01-12:01 Initial ab = Ashley Barr, RN cde = Caesar Erbes, RN	Signature 12:01-00:01 Initial ab = Ashley Barr, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1965 Acct: Room:	MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD	Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 4 of 12

Medication Administration Record			
08/22/2014 00:01 - 08/23/2014 00:01		GOODWIN, PAMELA R Admit: 08/22/14	
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 185.1 cm (65 in) WEIGHT: 63.6 kg (140 lb)			
00:01-12:01		12:01-00:01	
20833032: Cefazolin Sodium (ANCEF/KEFZOL) 1 GM In: Sodium Chloride (NS) 0.9% 180 ML Dose: 1 GM IV QCSG ANTIBIOTICS (INFECTION) COMMON SIDE EFFECTS: DIZZINESS, FLUSHING, DIARRHEA, UPSET STOMACH LAST VERIFIED: ab 08/22 17:39	Start Stop 08/22 08/22 09:00 12:59		
20833419: Lactated Ringers (LR) Rate (as of 08/22/2014 17:59): 125 ML/HR IV CONTINUOUS Dispensed: [IV Soln] 1000 mL NEVER VERIFIED Updated at: 08/22 17:09	Start Stop 08/22 18:00		
20833419: Lactated Ringers (LR) Rate (as of 08/22/2014 17:16): 125 ML/HR IV CONTINUOUS Dispensed: [IV Soln] 1000 mL CONVERT TO HEPLock NEVER VERIFIED Updated at: 08/22 17:18	Start Stop 08/22 18:00		
20833419: Lactated Ringers (LR) Rate (as of 08/23/2014 16:33): 125 ML/HR IV CONTINUOUS Dispensed: [IV Soln] 1000 mL CONVERT TO HEPLock WHEN TOL PO LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 18:00		17:44 ab Infusion Started IV Rate: 125 mL/HR
20833425: Ketorolac (TORADOL) Dose: 30 MG IV AS DIRECTED Dispensed: [30 mg per mL Injection] * 30 MG = 1 ML * NON-STEROIDAL ANTI-INFLAMMATORY (PAIN, FEVER, INFLAMMATION) COMMON SIDE EFFECTS: STOMACH PAIN, DYSPERSIA, NA, CONSTIPATION, H/A, DIARRHEA, GASTRITIS, RECTAL BLEED, SWEATING, FOR BREAKTHROUGH PAIN—NOT TO EXCEED 60 MG PER DAY LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 08/27 18:00 17:59		17:43 ab Pain Scale: 10 Pain Scale: 3 (18:28)

Nurse Signatures		
	Signature 00:01-12:01 Initial	Signature 12:01-00:01 Initial
		ab = Ashley Blair, RN
		ede = Caesar Erese, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1965 Acct: Room:	MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD	Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550

Medication Administration Record			
08/22/2014 00:01 - 08/23/2014 00:01			
GOODWIN, PAMELA R		Admit: 08/22/14	
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (55 in) WEIGHT: 63.6 kg (140 lb)			
20833426:	Start Stop	00:01-12:01	12:01-00:01
Aspirin Chewable Dose: 81 MG ORAL ONCE A DAY Dispensed: [81 mg Tablet] * 81 MG = 1 TAB * PLACE ANTICOAGULANT STICKER ON CHART _ANTIPLATELET COMMON SIDE EFFECTS: BLEEDING, UPSET STOMACH, BRUISING LAST VERIFIED: ab 08/22 17:40	08/22 18:00		
20833430:	Start Stop		(72:00) 21:14 cde
Docusate Sodium (COLACE) Dose: 100 MG ORAL TWICE DAILY Dispensed: [100 mg Capsule] * 100 MG = 1 CAP * LAST VERIFIED: ab 08/22 17:40	08/22 22:00		
20833431:	Start Stop		(18:00) 18:54 sb (00:00) 23:58 cde
Cefazolin Sodium (ANCEF/KEFZOL) 1 GM In: Sodium Chloride (NS) 0.9% 100 ML Dose: 1 GM IV EVERY 6 HOURS _ANTIBIOTICS (INFECTION) COMMON SIDE EFFECTS: DIZZINESS, FLUSHING, DIARRHEA, UPSET STOMACH, X3 DOSES LAST VERIFIED: ab 08/22 17:40	08/22 08/23 18:00 06:30		
20833420:	Start Stop		
Morphine Dose: 2 MG IV EVERY 2H AS NEEDED Dispensed: [2 mg per mL Injection] * 2 MG = 1 ML * _OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, N/V, CONSTIPATION UNVERIFIED	08/22 09/12 17:03 17:04		

Nurse Signatures		
	Signature 00:01-12:01 Initial	Signature 12:01-00:01 Initial
		ab = Ashley Blair, RN
		cde = Caesar Eruse, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1966 Acct: Room:	MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD	Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550

Medication Administration Record			
08/22/2014 00:01 - 08/23/2014 00:01 GOODWIN, PAMELA R Admit: 08/22/14			
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (65 in) WEIGHT: 63.6 kg (140 lb)			
20833421: Morphine Start Stop 08/22 09/12 17:06 17:05 Dose: 4 MG IV EVERY 2H AS NEEDED Dispensed: (4 mg per mL Injection) * 4 MG = 1 ML * OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, NV, CONSTIPATION, UNVERIFIED	00:01-12:01	12:01-00:01	18:55 ab Pain Scale: 7 Pain Scale: 5 (08/23 07:12) 21:11 cde Pain Scale: 8 Pain Scale: 5 (08/23 07:12 ab) 23:58 cde Pain Scale: 8 Pain Scale: 4 (08/23 07:12 ab)
20833422: Hydrocodone-APAP 10-325 (NORCO 10-325) Dose: 1 TAB ORAL EVERY 4 H AS NEEDED OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, NV, CONSTIPATION, LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 09/12 17:07 17:08		
20833423: Hydrocodone-APAP 10-325 (NORCO 10-325) Dose: 2 TAB ORAL EVERY 4 H AS NEEDED OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, NV, CONSTIPATION, LAST VERIFIED: ad 08/22 17:40	Start Stop 08/22 09/12 17:07 17:08		17:40 ab
20833424: Acetaminophen (TYLENOL EXTRA STRENGTH) Dose: 1000 MG ORAL EVERY 4 H AS NEEDED Dispensed: (500 mg Tablet) * 1000 MG = 2 TAB * PRN TEMP >101.5, HA, OR MILD PAIN LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 17:07		

Nurse Signatures		
	Signature 00:01-12:01 Initial	Signature 12:01-00:01 Initial
		ab = Ashley Blair, RN
		cde = Caesar Erese, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1965 Acct: Room:	MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD	Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

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Medication Administration Record			
08/22/2014 00:01 - 08/23/2014 00:01		GOODWIN, PAMELA R Admit: 08/22/14	
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (65 in) WEIGHT: 83.6 kg (140 lb)			
20833427:	Start Stop	00:01-12:01	12:01-08:01
Ondansetron (ZOFRAN) Dose: 4 MG INJECTION EVERY 4 HAS NEEDED Dispensed: (2 mg per mL Injection) 2 mL * 4 MG = 2 ML * ANTIEMETIC (VOMITING, NAUSEA) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, DIARRHEA, CONSTIPATION, IVIM LAST VERIFIED: ab 08/22 17:40	08/22 17:10		
20833428:	Start Stop		
Ondansetron (ZOFRAN) Dose: 4 MG ORAL EVERY 4 HAS NEEDED Dispensed: (4 mg Tablet) * 4 MG = 1 TAB * ANTIEMETIC (VOMITING, NAUSEA) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, DIARRHEA, CONSTIPATION LAST VERIFIED: ab 08/22 17:40	08/22 17:10		
20833429:	Start Stop		21:14 cde
Zolpidem Tartrate (AMBIEN) Dose: 10 MG ORAL AT BEDTIME AS NEEDED Dispensed: (5 mg Tablet) * 10 MG = 2 TAB * LAST VERIFIED: ab 08/22 17:40	08/22 08/12 17:10 17:08		

Nurse Signatures		
	Signature 00:01-12:01 Initial	Signature 12:01-08:01 Initial
		ab = Ashley Blair, RN
		cde = Caesar Erosa, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1965 Acct: Room:	MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD	Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550

Medication Administration Record		
08/22/2014 00:01 - 08/23/2014 00:01 GOODWIN, PAMELA R Admit: 08/22/14		
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 185.1 cm (65 in) WEIGHT: 63.5 kg (140 lb)		
	00:01-12:01	12:01-00:01
20833032: Cefazolin Sodium (ANCEF/KEFZOL) 1 GM Int Sodium Chloride (NS) 0.9% 100 ML Dose: 1 GM IV QCSG ANTIBIOTICS (INFECTION) COMMON SIDE EFFECTS: DIZZINESS, FLUSHING, DIARRHEA, UPSET STOMACH LAST VERIFIED: ab 08/22 17:38	Start Stop 08/22 08/22 08:00 12:59	
20833410: Lactated Ringers (LR) Rate (as of 08/22/2014 17:09): 125 ML/HR IV CONTINUOUS Dispensed: [IV Soln] 1000 mL NEVER VERIFIED Updated at: 08/22 17:09	Start Stop 08/22 18:00	
20833413: Lactated Ringers (LR) Rate (as of 08/22/2014 17:16): 125 ML/HR IV CONTINUOUS Dispensed: [IV Soln] 1000 mL CONVERT TO HEPLOCK NEVER VERIFIED Updated at: 08/22 17:18	Start Stop 08/22 18:00	
20833418: Lactated Ringers (LR) Rate (as of 08/22/2014 17:40): 125 ML/HR IV CONTINUOUS Dispensed: [IV Soln] 1000 mL CONVERT TO HEPLOCK WHEN TOL PO LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 18:00	17:44 ab Infusion Started IV Rate: 125 mL/HR
20833425: Ketorolac (TORADOL) Dose: 30 MG IV AS DIRECTED Dispensed: [30 mg per mL Injection] * 30 MG = 1 ML * NON-STEROIDAL ANTI-INFLAMMATORY (PAIN, FEVER, INFLAMMATION) COMMON SIDE EFFECTS: STOMACH PAIN, DYSPEPSIA, NAUSEA, CONSTIPATION, HIA, DIARRHEA, GASTRITIS, RECTAL BLEED, SWEATING, FOR BREAKTHROUGH PAIN - NOT TO EXCEED 60 MG PER DAY LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 08/27 18:00 17:58	17:43 ab Pain Scale: 10 Pain Scale: 3 (18:26)

Nurse Signatures		
	Signature 00:01-12:01 Initial	Signature 12:01-00:01 Initial
		ab = Ashley Bair, RN
		edo = Caesar Erbes, RN
GOODWIN, PAMELA R Gender: F MRN: 0000015692 DOB: 07/06/1965 Visit: 3076373 Acct: DR: HASSLER, TERENCE W. MD Room: 0241A		Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550

Medication Administration Record			
08/22/2014 00:01 - 08/23/2014 00:01 GOODWIN, PAMELA R Admit: 08/22/14			
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (65 in) WEIGHT: 83.6 kg (140 lb)			
20833428: Aspirin Chewable Dose: 81 MG ORAL ONCE A DAY Dispensed: [81 mg Tablet] * 81 MG = 1 TAB * PLACE ANTICOAGULANT STICKER ON CHART ANTIPLATELET COMMON SIDE EFFECTS: BLEEDING, UPSET STOMACH, BRUISING LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 18:00	00:01-12:01	12:01-00:01
20833430: Docusate Sodium (COLACE) Dose: 100 MG ORAL TWICE DAILY Dispensed: [100 mg Capsule] * 100 MG = 1 CAP * LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 22:00		(22:00) 21:14 cde
20833431: Cefazolin Sodium (ANCEF/KEFZOL) 1 GM In: Sodium Chloride (NS) 0.9% 100 ML Dose: 1 GM IV EVERY 6 HOURS ANTIBIOTICS (INFECTION) COMMON SIDE EFFECTS: DIZZINESS, FLUSHING, DIARRHEA, UPSET STOMACH, X3 DOSES LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 08/23 18:00 06:30		(18:00) 18:54 ab (00:00) 23:58 cde
20833420: Morphine Dose: 2 MG IV EVERY 2H AS NEEDED Dispensed: [2 mg per mL Injection] * 2 MG = 1 ML * OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, N/V, CONSTIPATION LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 08/22 17:05 17:04		

Nurse Signatures		
	Signature 00:01-12:01 Initial	Signature 12:01-00:01 Initial
		ab = Ashley Bair, RN
		cde = Casser Erbe, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1965 Acct: Room: 0241A	MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD	Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550

Medication Administration Record			
08/22/2014 00:01 - 08/23/2014 00:01 GOODWIN, PAMELA R Admit: 08/22/14			
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (65 in) WEIGHT: 63.5 kg (140 lb)			
20833421: Morphine Dose: 4 MG IV EVERY 2H AS NEEDED Dispensed: [4 mg per mL Injection] * 4 MG = 1 ML * _OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, NV, CONSTIPATION_ LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 09/12 17:06 17:06	00:01-12:01	12:01-00:01 18:55 ab Pain Scale: 7 21:11 cde Pain Scale: 8 23:58 cde Pain Scale: 8
20833422: Hydrocodone-APAP 10-325 (NORCO 10-325) Dose: 1 TAB ORAL EVERY 4 H AS NEEDED _OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, NV, CONSTIPATION_ LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 09/12 17:07 17:06		
20833423: Hydrocodone-APAP 10-325 (NORCO 10-325) Dose: 2 TAB ORAL EVERY 4 H AS NEEDED _OPIATE (PAIN) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, NV, CONSTIPATION_ LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 09/12 17:07 17:06		17:48 ab
20833434: Acetaminophen (TYLENOL EXTRA STRENGTH) Dose: 1000 MG ORAL EVERY 4 H AS NEEDED Dispensed: [500 mg Tablet] * 1000 MG = 2 TAB * PRN TEMP >101.5, MA, OR MILD PAIN LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 17:07		
20833427: Ondansetron (ZOFAN) Dose: 4 MG INJECTION EVERY 4 H AS NEEDED Dispensed: [2 mg per mL Injection] 2 mL * 4 MG = 2 ML * _ANTIEMETIC (VOMITING, NAUSEA) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, DIARRHEA, CONSTIPATION_ IV/IM LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 17:10		
Nurse Signatures			
		Signature 00:01-12:01 Initial	Signature 12:01-00:01 Initial
			ab = Ashley Barr, RN
			cde = Caesar Erbes, RN
GOODWIN, PAMELA R		Carolina Pines Regional Medical Center	
Gender: F	MRN: 0000015692	1304 W. Bobo Newsom Hwy	
DOB: 07/06/1965	Visit: 3076373	Hartsville, SC 29550	
Acct:	DR: HASSLER, TERENCE W, MD		
Room: 0241A			

Medication Administration Record			
08/22/2014 00:01 - 08/23/2014 00:01		GOODWIN, PAMELA R Admit: 08/22/14	
DIAGNOSIS: R 5TH METACARPAL FX ALLERGIES: NO KNOWN ALLERGIES HEIGHT: 165.1 cm (55 in) WEIGHT: 63.6 kg (140 lb)			
		00:01-12:01	12:01-08:01
20833428: Ondansetron (ZOPRAN) Dose: 4 MG ORAL EVERY 4 H AS NEEDED Dispensed: [4 mg Tablet] * 4 MG = 1 TAB * ANTIEMETIC (VOMITING, NAUSEA) COMMON SIDE EFFECTS: DROWSINESS, DIZZINESS, DIARRHEA, CONSTIPATION LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 17:10		
20833429: Zolpidem Tartrate (AMBIEN) Dose: 10 MG ORAL AT BEDTIME AS NEEDED Dispensed: [5 mg Tablet] * 10 MG = 2 TAB * LAST VERIFIED: ab 08/22 17:40	Start Stop 08/22 08/12 17:10 17:09		21:14 odc

Nurse Signatures		
	Signature 00:01-12:01 Initial	Signature 12:01-08:01 Initial
		ab = Ashley Blair, RN
		cdc = Cesar Erase, RN
GOODWIN, PAMELA R Gender: F DOB: 07/06/1965 Acct: Room: 0241A		MRN: 0000015692 Visit: 3076373 DR: HASSLER, TERENCE W. MD
Carolina Pines Regional Medical Center 1304 W. Bobo Newsom Hwy Hartsville, SC 29550		

08/23/2014 06:26

[illegible]

Signature Key: brlt = tsht =

GOODWIN, PAMELA R
Acc#:3076373 MR#0000015692 0241-A 5
HASSLER, TEREN
Adm:08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER

Vital Signs Report
CAROLINA PINES REG MED CENTER



08/23/2014 06:26

	08/22/2014				08/23/2014				08/24/2014				08/25/2014			
	00-07	08-15	16-23	24 HR	00-07	08-15	16-23	24 HR	00-07	08-15	16-23	24 HR	00-07	08-15	16-23	24 HR
Shifts																
IV Fluids			225	225	900			900								
IV Piggyback					100			100								
By mouth			450	150	250			250								
Shift In			675	675	1250			1250								
Foley Cath					550			550								
Void			225	225	175			175								
Shift Out			225	225	925			925								
TOTALS	IN		OUT		IN		OUT		IN		OUT		IN		OUT	
	Daily Total		675		225		1250		925							
	Fld Balance		450				325									
	Weight (lb)															
		B	L	S	B	L	S	B	L	S	B	L	S	B	L	S
Meal consumed																

Admit Weight (lb): 140.00

Patient Identification
 GOODWIN, PAMELA R
 Acct#3076373 MR#0000015692 0241-A 5
 HASSLER, TEREN
 Adm:08/22/2014 DOB:07/06/1965 045Y F
 CAROLINA PINES REG MED CENTER

Intake & Output Summary Report

CAROLINA PINES REG MED CENTER



3076373

Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:3076373

Page 2 of 2

Abbreviations: N=Normal, A=Absent, -=Decreased, P=Painful, NO=Not Obtainable, +=Increase

Extremity assessed		Upper				Lower				✓ R				✓ L			
Date: 8/22/14		R				L				R				L			
Time:																	
PAIN	Absent																
	Increased	✓	✓	✓					✓								
	Decreased				✓					✓	✓						
	Unchanged					✓	✓	✓									
MOTOR	Flexion	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Extension	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Abduction	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Ad																
	Flexion	N															
	Extension	N															
SENSATION	Radial	N															
	Tibial	N															
	Ulnar	A															
	Deep	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Periheel	A															
	Median																
	Sup																
	Perineal																
CIRCULATION/PULSE	Radial	N															
	Pedal	A															
	Color	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Pallor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Cyanotic	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
	Capillary Fill	24	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23
	Swelling	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+	+
	Temperature	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
SIGNATURE/TITLE	Observer's Signature and Title	[Handwritten Signatures]															

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332420

NEUROVASCULAR ASSESSMENT FLOW SHEET

ABA238 (04/13)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MR# 0000015692 0241 A3
HASSLER, TERENCE
Adm: 08/22/2014 DOB: 07/06/1965 49Y F
CAROLINA PINES REGIONAL MEDICAL CENTER



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 1 of 5

GUIDELINES FOR NEUROVASCULAR ASSESSMENT

PURPOSE

Neurovascular assessment is an evaluation of circulation and innervation of an extremity to detect impairment. Note: Nerves demonstrate functional abnormalities within 30 minutes of onset of ischemia; irreversible functional loss begins between 12-14 hours of ischemia. Muscles show functional changes after 2-4 hours of ischemia; and irreversible loss of function begins 4-12 hours. Early recognition of neurovascular damage is of utmost importance.

INSTRUCTIONS

Each section must be addressed. If any portion of the assessment cannot be done because of a cast, dressing, etc., write "no" (not obtainable in the appropriate space).

ABBREVIATIONS

For consistency use only those abbreviations listed on this form.

EXTREMITY ASSESSED

Identify extremity assessed. If more than one extremity is assessed, use a separate form for each.

DATE AND TIME

Enter appropriate date and time when assessment was done.

PAIN

Assess patient's pain and place () in appropriate space.

MOTOR

For hand:

Assess active flexion, extension and abduction (spreading fingers apart) of all fingers and thumbs.

For foot:

Assess active flexion and extension of all toes. (Patient should be able to flex toes and hold for minimum of five (5) seconds).

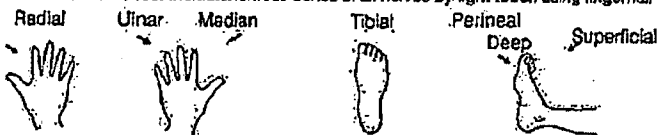
PASSIVE

Passively flex and extend all fingers, thumbs or toes. Passive flexion stretches the extensor muscles; Passive extension stretches the flexor muscles.

Note: Pain on passive stretch of a muscle is an early sign of muscle ischemia.

SENSATION

Indicate by () which nerves are tested. Test the autonomous zones of all nerves by light touch using fingernail or a blunt safety pin.



CIRCULATION

Pulse: Check radial or pedal pulse if accessible and indicate by () which pulse is being checked.

General Appearance: Check color of extremity.

Pallor: May indicate arterial impairment.

Cyanosis: May indicate interference with venous return.

Capillary Filling: Press nail of finger or toe until it blanches; On release normal color should return.

Swelling: When assessing swelling, also assess position of the extremity.

Note: To reduce swelling, elevate extremity above level of heart.

Temperature: Assess temperature of extremity.

Note: Temperature is influenced by exposure, ice packs, fresh cast, etc. Always compare finding with other extremity.

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332420

NEUROVASCULAR ASSESSMENT FLOW SHEET

ABA236 (04/13)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MR# 0000015692 0241 A3
HASSLER, TERENCE
Adm: 08/22/2014 DOB: 07/06/1955 49Y F
CAROLINA PINES REGIONAL MEDICAL CENTER



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 5

Abbreviations: N=Normal, A=Absent, -=Decreased, P=Painful, NO=Not Obtainable, +=Increase

Extremity assessed		Upper	R	L	Lower	R	L
Date:		8/22/14					
Time:		9:00 9:15 9:30 9:45 10:00 10:15 10:30 10:45 11:00 11:15 11:30 11:45					
PAIN	Absent						
	Increased	✓	✓	✓	✓	✓	✓
	Decreased						
	Unchanged						
MOTOR	Flexion	N	N	N	N	N	N
	Extension	N	N	N	N	N	N
	Abduction	N	N	N	N	N	N
PASSIVE	Flexion	N	N	N	N	N	N
	Extension	N	N	N	N	N	N
SENSATION	Radial	N	N	N	N	N	N
	Tibial	N	N	N	N	N	N
	Ulnar	N	N	N	N	N	N
	Deep	N	N	N	N	N	N
	Perineal	N	N	N	N	N	N
	Median	N	N	N	N	N	N
	Sup	N	N	N	N	N	N
CIRCULATION/PULSE	Radial	N	N	N	N	N	N
	Pedal	N	N	N	N	N	N
	Color	N	N	N	N	N	N
	Pallor	N	N	N	N	N	N
	Cyanotic	N	N	N	N	N	N
	Capillary Fill	23	23	23	23	23	23
	Swelling	+	+	+	+	+	+
SIGNATURE/TITLE	Observer's Signature and Title						

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332420

NEUROVASCULAR ASSESSMENT FLOW SHEET

ABA238 (04/13)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MR# 0000015692 0241 A3
HASSLER, TERENCE
Adm: 08/22/2014 DOB: 07/06/1965 49Y F
CAROLINA PINES REGIONAL MEDICAL CENTER



GUIDELINES FOR NEUROVASCULAR ASSESSMENT

PURPOSE

Neurovascular assessment is an evaluation of circulation and innervation of an extremity to detect impairment. Note: Nerves demonstrate functional abnormalities within 30 minutes of onset of ischemia. Irreversible functional loss begins between 12-14 hours of ischemia. Muscles show functional changes after 2-4 hours of ischemia and irreversible loss of function begins 4-12 hours. Early recognition of neurovascular damage is of utmost importance.

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PAIN

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MOTOR

For hand:

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For foot:

Assess active flexion and extension of all toes. (patient should be able to flex toes and hold for minimum of five (5) seconds).

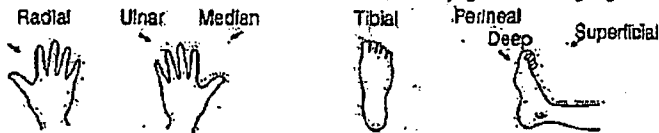
PASSIVE

Passively flex and extend all fingers, thumbs or toes. Passive flexion stretches the extensor muscles. Passive extension stretches the flexor muscles.

Note: Pain on passive stretch of a muscle is an early sign of muscle ischemia.

SENSATION

Indicate by () which nerves are tested. Test the cutaneous zones of all nerves by light touch using fingernail or a blunt safety pin.



CIRCULATION

Pulse: Check radial or pedal pulse if accessible and indicate by () which pulse is being checked.

General Appearance: Check color of extremity.

Pallor: May indicate arterial impairment.

Cyanotic: May indicate interference with venous return.

Capillary Filling: Press nail of finger or toe until it blanches. On release normal color should return.

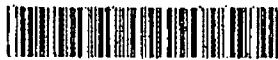
Swelling: When assessing swelling, also assess position of the extremity.

Note: To reduce swelling, elevate extremity above level of heart.

Temperature: Assess temperature of extremity.

Note: Temperature is influenced by exposure, ice packs, fresh cast, etc. Always compare finding with other extremity.

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332420

NEUROVASCULAR ASSESSMENT FLOW-SHEET

ABA236 (04/13)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MR# 0000015692 0241 A3
HASSLER, TERENCE
Adm: 08/22/2014 DOB: 07/06/1965 49Y F
CAROLINA PINES REGIONAL MEDICAL CENTER



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

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Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 5 of 5

DATE 8-22-14

TIME	TEMP	PULSE	RESP	BP	SPO2	DRESSING	DRAIN	INTAKE	OUTPUT	COMMENTS
1735	97.5	88	24	184/103	97%					
1745	97.5	98	20	181/106	97%					
1800	✓	98	20	150/83	98					
1815	97.7	97	20	169/101	99					
1845	97.7	98	20	145/91	99					
1915	98.3	77	18	146/77	97					
2015	99.1	79	18	155/88	97					
2115	98.4	87	18	141/78	98					

INITIALS	SIGNATURE	INITIALS	SIGNATURE	INITIALS	SIGNATURE
TH	Therese Green-Harley				
CH	Christy Gandy				

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332420

POST OPERATIVE HOURLY VITAL SIGNS FLOWSHEET

CP-5481 (08/11)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MR# 0000015692 0241 A3
HASSLER, TERENCE
Adm: 08/22/2014 DOB: 07/08/1965 49Y F
CAROLINA PINES REGIONAL MEDICAL CENTER



 Discharge Instructions 		PAGE 1
CAROLINA PINES REGIONAL MEDICAL CENTER	1304 West Do DeNeusom Hwy. Harrisville, SC 29550 Telephone: 843-339-2100	PATIENT: GOODWIN, PAMELA R PT#: 3076373 MR#: 0000015692
DESTINATION		
Discharged to: Home Discharged via: Wheelchair Accompanied by: Family member		
DIET		
Instructions reviewed with patient/caregiver Type: REGULAR DIET		
ACTIVITY		
Instructions reviewed with patient/caregiver Activity as tolerated		
SPECIAL INSTRUCTIONS		
Special Instructions: If you have Heart Failure weigh daily and record your weight. Symptoms to report to your physician: weight gain of 1-2lbs a day, swollen ankles or feet, shortness of breath or lack of energy. Follow diet as prescribed by your physician. Reduce the amount of salt you eat. Resume activity as tolerated. Call 911 if you experience signs of stroke- a new sudden onset of numbness or weakness. Stroke risk factors include but are limited to over-weight, smoking and a sedentary lifestyle. Always follow up with your Dr.		
IMMUNIZATIONS		
Please follow up with your physician.		
IMMUNIZATION	LAST DOCUM	LAST ADMINISTERED STATUS
TD	08/23/2014	
MENINGOCOCCAL	08/23/2014	
TDAP	08/23/2014	
PREVNAR 13	08/23/2014	
FLU	08/23/2014	CONTRA-INDICATED
RABIES	08/23/2014	
PNEUMOVAX	08/23/2014	CONTRA-INDICATED
TETANUS	08/23/2014	
HEP B ADULT	08/23/2014	
HIB (PRP-T)	08/23/2014	
HEP B PEDS	08/23/2014	
EVALUATION DATE	08/23/2014	



Chart copy



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 1 of 6



1304 West Do Bo Newton Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

Discharge Instructions

PAGE 2

PATIENT: GOODWIN, PAMELA R
PT#: 3076373
MR#: 0000015692

NOTIFY PHYSICIAN

If you are experiencing an emergency, call 911 or go to the nearest Emergency Room. For questions or concerns related to your hospitalization, contact:
0302-SMITH, STEPHEN LESLIE
Notify physician if you experience the following
Increased bleeding or drainage
Severe chest pain
Shortness of breath
Worsening symptoms
Temperature greater than: 101.6

FOLLOW-UP APPOINTMENTS - PHYSICIAN

Location	Appt Type	Date of Appt	Appt Time
~~No follow up appointment prescribed by physician.~~ Follow up w/ Dr Hassler as scheduled			

TEACHING / REFERRAL TO OUTSIDE

Family teaching:
In the next few days you may receive a patient care survey. Please take a moment to complete this survey; it will enable our hospital to provide the best possible care.

VALUABLES

Valuables sent home with patient
Valuables from safe
Other valuables:
all valuables sent home with patient

EDUCATIONAL MATERIALS

Smoking cessation materials issued and reviewed Yes
Educational Materials Provided
DISCHECK 08/23/2014 12:48 BBELL

EVALUATION

Patient status at time of discharge:



Chart copy



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 5

CAROLINA PINES
REGIONAL MEDICAL CENTER

1304 West Bo Bo Newsum Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

Discharge Instructions

PAGE 3

PATIENT: GOODWIN, PAMELA R
PT#: 3076373
MR#: 0000015692

EVALUATION

Vital Signs: T 98.4 P 98 R 18 B/P 135/075 D/T 08/23/2014 12:50:00
Notified physician of temperature elevated within last 24 hours.
Notified physician of PRBP outside of normal limits.
IV access removed Yes Telenetry removed Yes
Neuro: Age appropriate Y Alert: Y Oriented to: Time Y Place Y Person Y
Heart: Regular
Lungs: Clear bilaterally
Abdomen: Soft, non-tender
Bowel: Active bowel sounds

Skin Condition: Intact
Surgical site:

Pain: No pain
Evaluation completed at: 08/23/2014 12:56 AM by: BBELL

I acknowledge receipt of and understand the instructions above and I certify that I have received a copy of this instruction sheet.

Signature: [Signature] Date: 8/23/14
Significant/other present for instructions: _____ Phone: _____
Nursing Signature: [Signature] Date: 8/23/14 Time: 1550
Nursing Unit: ACS

A week or so after you leave the hospital, you may be asked to take a survey about your stay. It is very important to complete this. Your feedback helps the hospital make sure everyone gets the best care.

If you or a loved one have congestive heart failure, follow these healthy living tips: stop smoking; follow the diet your doctor prescribed; keep your follow-up appointment; follow the activity guidelines your doctor wants you to be on; check your weight at least twice a week; call your doctor if you notice unexpected weight gain, or shortness of breath; and keep your medication list current.



Chart copy



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 3 of 5

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 4 of 6



1304 West Bo Bo Newsom Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

Discharge Instructions

PAGE 4

PATIENT: GOODWIN, PAMELA R
PT#: 3076373
MR#: 0000015692

8/23/2014 12:56

MEDICATIONS Reviewed for action, dosage, route, potential, side effect and interaction.

Status	Medication Trade/Generic Name	Dose	Route	Frequency
New	NORCO HYDROCODONE+APAP 10-325 MG	10-325MG RXNORM: 856999	ORAL	EVERY 4 HOURS

Comment:

As Needed Reason: as needed for pai

New	ZOFRAN ONDANSETRON	4MG/2ML RXNORM: 283504	ORAL	EVERY 4 HOURS

Comment:

As Needed Reason: as needed for nau

E = English Medication Education - copy given to patient
S = Spanish Medication Education - copy given to patient

Chart Copy

Patient Name P. Goodwin

Arrive at hospital on 8-22-14 at 8:30 am/pm.
Day / Month / Year

Eat lightly the day prior to surgery; eat a light evening meal no later than 6:00 PM. After supper, **DO NOT** eat anything else; drink only **CLEAR** liquids (milk is **NOT** a clear liquid) up to midnight; do not drink anything after midnight - **NO COFFEE, NO FRUIT JUICE, NO WATER.** You may rinse your mouth or brush your teeth but **DO NOT** swallow any water.

If a change in your physical status develops such as a cold or fever, notify your surgeon before your pre-operative work-up is done.

DO NOT

DO NOT take anything to eat or drink **NOT EVEN WATER**, after midnight the night before the scheduled day of surgery.

DO NOT wear any jewelry or valuables to the hospital.

DO NOT come alone. A member of your family or a responsible person must accompany you and stay during your procedure.

DO NOT drive yourself home or go home by any public conveyance unaccompanied.

DO NOT wear fingernail polish.

DO NOT wear eye makeup or false eyelashes. Contact lenses, dentures or dental bridges are to be given to the nurse upon your arrival at the hospital.

DO NOT allow surgical patients under 12 years of age to be unaccompanied at any time.

DO NOT

Report to the hospital by your scheduled time as noted on the top of this page. It is absolutely necessary that you be on time or you will run the risk of having your surgery cancelled.

Get at least 8 hours of sleep the night before surgery.

Take a bath or shower the morning of surgery before you leave home. Wear loose, comfortable clothing.

Make sure that you have followed your physician's instructions and order sheets carefully and completely. If you have written instructions from your physician, please bring them with you to the hospital so the nurse can review them with you.

Report any allergies to the nurse at the hospital.

Tell the nurse at the hospital if you have dentures or dental bridges, contact lenses, etc.

Be prepared to spend the night in the event that your doctor feels that it would be best for you.

Bring medications that you are currently taking with you to the hospital.

Follow pre-op and post-op instructions given to you. by Dr. Hansen

Special Instructions _____

Signature of patient
or responsible person

Pamela R. Goodwin
Jimmy O. Hansen

Relationship to patient

Pt

Instructions given by

Time given

Date given

8-22-14



SU007

Ambulatory Surgery Pre-Op Instructions

HMA SU007 (Rev. 5/05)

Patient Identification

GOODWIN, PAMELA R
Acct#3076373 MR#0000015692 0000- S
HASSLER, TEREN
Adm:08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
INITIALS INITIAL DATE OF BIRTH

CHART

Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:3076373

Page 5 of 6

1. ROOM

- A. For your safety, keep room tidy, and please avoid moving furniture from room to room.
- B. No electrical appliances are to be used in your room without inspection by our Engineering Department.
- C. Please secure all valuables; we are not responsible for losses.
- D. Dentures should be placed in a denture cup as provided. We are not responsible for loss.

2. BATHS AND SHOWERS

- A. Complete bed baths are offered daily. We will deliver personal hygiene on an as needed basis daily and assist you with a shower or tub bath upon request.
- B. Your bed will be freshened and linen changed as needed. If your linen becomes soiled, please notify your nurse.
- C. Please ask your nurse for blankets, extra towels and face cloths as these will be provided to you upon your request.
- D. Wash your hands carefully after handling any type of soiled material. This is especially important after you go to the bathroom. We encourage you to use the alcohol hand sanitizer in your room as often as possible.

3. RESPIRATORY TREATMENT

- A. Carolina Pines Regional Medical Center is a SMOKE/TOBACCO FREE Hospital and campus. Please do not smoke; if you smoke we encourage you to stop. You will be provided with information on Smoking Cessation.
- B. If there are any questions concerning the operation of your oxygen devices and/or treatments, please contact your Nurse.
- C. Cover your mouth and nose with a tissue when you cough or sneeze, or cough or sneeze into your upper sleeve, not your hands. Put your used tissue in waste basket. You may be asked to put on a surgical mask to protect others.

4. SAFETY

One of our primary goals is to provide a safe environment for our patients and their families.

To aid us in accomplishing this goal please be aware of the following:

- A. A nurse will evaluate your safety every shift.
- B. A nurse will instruct you how to use the call light.
- C. You will be asked your name and Date of Birth for identification.
- D. Top side rails will be raised as a safety measure.
- E. Maintain your bed in the LOW position at all times.
- F. Beds with extralarms and/or fall safe monitors may be utilized on patients identified at risk for falls.
- G. All patients will be assessed for a fall risk.
- H. Patients are required to wear foot covering when out of bed.
- I. Personal Safety Device/Restraints may be utilized if ordered.
- J. If someone is staying with you, please have them notify the nurse when they leave.
- K. All employees providing your care will wear a Carolina Pines Identification badge.

5. VISITORS

- A. Children under the age of 12 must have permission to visit from the charge nurse and/or doctor and must be accompanied by an adult. Their visits must be limited to one hour or less.
- B. Visiting hours end at 9:00 pm.
- C. Only one visitor chosen by the patient (or his or her representative) is allowed to stay overnight with a patient in a private room and must be over age 17.

6. PATIENT RIGHTS - In Compliance with the Lewis Blackmon Patient Protection Act.

- A. As a patient you have the right to request for your attending physician to be called. You are entitled to know all of your rights at Carolina Pines Regional Medical Center. These are posted on the back of this form and in your Patient Handbook. If you desire or need additional information, please ask your nurse.

7. MEDICAL CARE

- A. Do not touch your IV; if you feel there is a problem with your IV, please call your nurse.
- B. During the night, medicines will be administered and vital signs taken. Therefore, you may be awakened by the nursing staff.
- C. You may also be weighed every morning at 6:00 a.m., if appropriate for your treatment.
- D. If you need anything or have questions, contact the nurse.

8. GENERAL

- A. Please check with your nurse before leaving your assigned nursing unit.
- B. Please respect other patients and their family.
- C. Nourishments, ice, snacks, and meals are provided to our patients based on the Physician's Orders. Coffee is on each Nursing Unit. Visitors may purchase food or snacks from the cafeteria or canteen located on the first floor of the Hospital.
- D. Many support services are provided such as Home Health, Social Services for discharge planning, Pastoral Care, Educational Services and Support Groups; please notify your nurse if you desire or need their services.
- E. Please feel free to discuss any problems, compliments, and/or concerns with your nurse or ask to speak with the Charge Nurse. We realize this is a new and possibly stressful experience for you and your family and we are here to support you as your Community Hospital.
- F. You may be mailed a survey after your hospital stay with questions about your care.

Nurse Signature:

Date:

Patient/Significant Other Signature:

Pamela R Goodwin

Date:

Thank You

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332920

SAFETY RULES/INFORMATION SHEET - NURSING UNITS

ABA-238F (02/12)

PATIENT IDENTIFICATION

ANTHONY (11/11/11) (11/11/11) (11/11/11)

GOODWIN, PAMELA R

Acc#3076373 MR#0000015692 0000- S

HASSLER, TEREN

Adm#08/22/2014 DOB#07/06/1965 049Y F

CAROLINA PINES REG MED CENTER

11/11/11 11/11/11 11/11/11

11/11/11 11/11/11 11/11/11

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Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 1 of 3

YOUR RIGHTS AS A PATIENT AT CAROLINA PINES REGIONAL MEDICAL CENTER

The staff at Carolina Pines Regional Medical Center considers you a partner in your care. We believe that when you are informed, actively participate in treatment decisions, and openly communicate with your doctor and other health care professionals, the results will be care delivered as effective as possible. Carolina Pines Regional Medical Center encourages respect for the personal preference and values of each patient. Therefore, while you are a patient in Carolina Pines Regional Medical Center, you have the right to:

- Access to care and participate in Care Decisions
- Discharge Planning evaluations at any time
- Considerate & Respectful Care
- Be Well Informed about Your Illness, Treatment and Possible Outcome
- Consent to or Refuse Treatment as Permitted by Law
- Know the Identity and Role of Each Person Treating You
- Privacy & Confidentiality, Security, Resolutions of Complaints
- Access Protective Services
- Transfer, if Recommended or Desired & Be Informed of Risks, Benefits & Alternative of Transfer
- Consultation with Other Health Care Professionals, if Recommended or Desired
- Have an Advance Directive
- Care if Terminally Ill
- Know Hospital Rules Which Affect You or Your Treatment
- Pain Management
- Spiritual and Cultural Values and Practices
- Resolve dilemmas about Care Decisions
- Organ / Tissue Donation

As a patient, you are responsible for:

- Providing health information
- Asking questions or requesting clarification if you do not understand
- Informing your physician or other health care professionals if you do not agree or cannot follow through with your treatment
- Being considerate to the needs of others
- Providing information for insurance
- Paying your hospital bill
- Making decisions which do not adversely affect your health
- Following treatment plan

*Carolina Pines Regional Medical Center, in honoring these rights,
respects your values and dignity.*


CAROLINA PINES
REGIONAL MEDICAL CENTER



8332520

SAFETY RULES/INFORMATION SHEET - NURSING UNITS
ABA-238F (02/12)

Page 2 of 2

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct#3076373 MR#0000015692 0000- S
HASSLER, TERE
Adm:08/22/2014 DOB:07/08/1965 049Y F
CAROLINA PINES REG MED CENTER
10/13/2014 10:00 AM

AL CENTER

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 3

Frequently asked questions about Urinary Catheters

What is a urinary catheter?

A urinary catheter is a thin tube placed in the bladder to drain urine.

Urine drains through the tube into a bag that collects the urine. A urinary catheter may be used:

- If you are not able to urinate on your own
- To measure the amount of urine that you make, for example, during intensive care
- During and after some types of surgery
- During some tests of the kidneys and bladder

What should you know about your catheter?

Only a trained provider inserts a catheter when necessary, and it is removed as soon as possible

- Caregivers must wash hands with soap or use alcohol-based hand sanitizer before and after touching your catheter
- If your caregivers don't clean their hands, it is O.K. to ask them to do so
- Ask every day whether you still need the catheter

Can you reduce your chances of getting an infection?

Absolutely!

- Wash your hands before and after touching your catheter
- Make sure the tube is secured to your leg
- Never twist, kink, or tug on the tube
- Always keep the collection bag below the level of your belly button
- Tell somebody whenever the bag is more than half full

What is a catheter associated urinary tract infection?

Some helpful germs live in our urinary tract. But if a catheter introduces "outside" germs, they can cause an infection.

What are symptoms of a urinary tract infection (UTI)?

- Burning or pain in the lower abdomen
- Fever
- Bloody urine
- Burning during urination or an increase in the frequency of urination after the catheter is removed

What about when you're going home?

- If you'll be using a catheter, make sure your doctor or nurse fully explains how to care for it
- Contact your doctor if you develop any symptoms of urinary tract infection (fever, burning or pain in lower abdomen, or increase in frequency of urination)
- Be sure to find out who to contact if you have questions

Source:

INI - FAQs about Catheter-Associated Urinary Tract Infection
MEDLINE - Erase CA-UTI Program

3076373 X

Patient: GOODWIN, PAMELA R

MIRN:8330000015692 Encounter:3076373

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1. FOCUS: COMFORT/PAIN 1 2 3 Goal: meet by: Pain relief with meds: Minimal pain/discomfort Interventions: Assess pain q 4 hr Assess PRN med effectiveness per policy Reposition PRN: Notify MD if pain unrelieved Assess/Reassess pain utilizing appropriate pain scale Chest Pain: Goal: meet by: No chest pain Interventions: Assess for abnormal rhythm changes Assess for associated signs/symptoms Notify MD of significant changes Assess/Reassess pain utilizing appropriate pain scale Date: Initials: Date Resolved: Initials:	2. FOCUS: KNOWLEDGE DEFICIT: DISCHARGE PLANNING 1 2 3 Preop Goal: meet by: P/SO verbalizes understanding of: Activity: Home Care: Rehab needs Goal: meet by: P/SO verbalizes understanding of tests/procedures P/SO demonstrates competency in performing home care Interventions: Assess learning needs: Explain tests/procedures Provide teaching: Model S/S to report: Self Care Needs Activity Level: Specific diagnosis Treatment(s): Environmental needs Diet: Outpatient Appointments Social Needs: Refer to: Date: Initials: Date Resolved: Initials:	3. FOCUS: INFECTION/POTENTIAL 1 2 3 Goal: meet by: No signs/symptoms of infection TPR WNL for patient No redness/swelling of wound site Clear or improving bilateral breath sounds Clear IV Site Interventions: Monitor lab values V/S q Universal Precautions Assess for signs of infection at IV site Central line dressing change every 72 hours Date: Initials: Date Resolved: Initials:	4. FOCUS: ANXIETY 1 2 3 Goal: meet by: Relaxed facial expression States less anxious/fearful No combative/overly fearful behavior Interventions: Explain tests/procedures in age specific terminology Quiet environment Family at bedside Suicide precautions Observe Q: For safety Assess orientation/mood/affect, appearance, thought process Q: 11 Date: Initials: Date Resolved: Initials:
5. FOCUS: SAFETY 1 2 3 Goal: meet by: No injury Interventions: Observe q 4 hr Fall Prevention Program Call light in easy reach Bed in low position Ambulate q: Independent Assist: Bed Check: Apply Safety Armband: SR Up Reorient PRN Evaluate & implement needs based on ass: Apply personal alarm Date: Initials: Date Resolved: Initials:	6. FOCUS: COMMUNICATION 1 2 3 Goal: meet by: Effective communication plan established Interventions: Assess level of communication & utilize age appropriate interventions: Use communication board: Use of pad & pencil Use of soft touch/call bell Arrange for sign language Use of Language Line Obtain Interpreter Consult Speech Therapy Date: Initials: Date Resolved: Initials:	7. FOCUS: ENDORRINE 1 2 3 Goal: meet by: No S/S Hyper/hypoglycemia Able to manage self-care at home Interventions: Between meal snacks as ordered Monitor lab values Assess for associated signs/symptoms Diet instruction as ordered Diabetes education as ordered Date: Initials: Date Resolved: Initials:	8. FOCUS: CARDIAC FUNCTION 1 2 3 Goal: meet by: B/P WNL for patient Pulse WNL for patient No ectopy/dysrhythmias Interventions: V/S Q: Physical Assessment Q: Hm & PRN Monitor rhythm: I&O: Daily weights/monitor Date: Initials: Date Resolved: Initials:
9. FOCUS: NEUROVASCULAR 1 2 3 Goal: meet by: Skin warm & dry with brisk capillary refill Usual or improved motor function Interventions: Assess for edema, warmth, color, tingling, numbness, headache Q: 4 hr Neurovascular checks Q: 4 hr Elevate: ROM establishes Q: 4 hr Notify physician of significant changes Date: Initials: Date Resolved: Initials:	10. FOCUS: RENAL 1 2 3 Goal: meet by: B/P & Pulse WNL for patient Potassium < 6.0 Able to move digits below AV graft/shunt site Adequate tissue perfusion re: AV graft/shunt site Interventions: Assess edema q shift Notify physician if K+ > 6.0 Daily weight/NI > 2 kg discrepancy, weight Assess circulatory function below AV graft/shunt site q 4 hr Fluid Restriction 7-3: 1-2 cc's 3-11: 1-2 cc's Date: Initials: Date Resolved: Initials:	11. FOCUS: FLUID VOL/ALTN 1 2 3 Goal: meet by: Urine output > 30cc/hr Stabilized hemodynamic status Interventions: Observe for: ↑ B/P, Tachycardia ↑ & ↓ Q: 4 hours Assess skin turgor q shift Assess mucous membrane q shift Measure abdominal girth daily Document all NG drainage q shift Date: Initials: Date Resolved: Initials:	12. FOCUS: GAS EXCHANGE 1 2 3 Goal: meet by: Patient awake ABC's WNL for pt Bilateral breath sounds clear Minimal pain/discomfort Improved oxygenation Monitor secretions: Interventions: T, C, O2 q: Elevate HOB Assess breath sounds q 4 hr Suction q: Date: Initials: Date Resolved: Initials:

Date/Time Initialed: 08/14/14 Priority Codes: 1 = Every 12 hr Shift 2 = Every Calendar Day 3 = Before Discharge

CAROLINA PINES



63326601

INTERDISCIPLINARY PLAN OF CARE

CP-5189 (03/11)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
 Acct#3076373 MR#0000015692 0000- S
 HASSLER, TERE
 Adm#08/22/2014 DOB:07/05/1965 049Y F
 CAROLINA PINES REG MED CENTER
 1000 WILSON ROAD, GREENSBORO, NC 27409

ICAL CENTER

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 4

13. FOCUS: END OF LIFE CARE 1 2 3 Goal: Meet by ☐ D/C ☐ Death ☐ Ongoing Care will be optimized Allowed to die with dignity ☐ Family/PO given support Interventions: Backrub/Mouth care Quiet Environment, music, dim light Talk to pt explain care/interventions Offer spiritual support/call minister Assess/Reassess and manage pain with appropriate pain scale Assist family to work thru grief process Date: / / Initials: Date Resolved: / / Initials:	14. FOCUS: ELIMINATION 1 2 3 Goal: meet by UOP $\geq$ 300cc Q 8 hours Soft formed stools Active bowel sounds Interventions: Document elimination q shift IAO q _____ Hours Assess bowel sounds q _____ Hours Check bladder for distention q _____ H Fluid restriction 7-3 _____ cc's 3-11 _____ cc's 11-7 _____ cc's Push PO fluids 7-3 _____ cc's 3-11 _____ cc's 11-7 _____ cc's Check for impaction PRN Date: / / Initials: Date Resolved: / / Initials:	15. FOCUS: NUTRITION 1 2 3 Goal: meet by Maintain weight Taking _____ % of diet without house/room diets Tolerating Tube Feeding Interventions: Assisted feedings Encourage _____ cc PO fluids Q _____ Monitor I&O Mentor w/ OI Provide teaching regarding diet Assess for dietary ego specific needs Assess Tube Feeding Residual q _____ Nutrition Consult Date: / / Initials: Date Resolved: / / Initials:	16. FOCUS: SKIN INTEGRITY 1 2 3 A. At Risk for Skin Impairment Goal: meet by No skin breakdown Minimize risk factors Interventions: Implement Prevention Protocol Turn Q2H _____ Bed Cradle _____ Prevention Mode B. Actual Skin Impairment Goal: meet by Wound(s) healed/improved/no change Interventions: Skin care protocol Skin care assessment q shift Apply low air loss mattress Photo on admission/discharge Turn Q _____ Mains _____ Up in Chair _____ Evaluate need for dietary/P.T. consult Date: / / Initials: Date Resolved: / / Initials:

OTHER: Complete as #19 - 20 Body Image, Alt, In _____ Hyper/Hypo Thermia: _____ Seizures _____ Spiritual _____ Other _____

17. FOCUS: IMMOBILITY 1 2 3 Goal: meet by No skin breakdown Blatant breath sounds clear No decrease in ROM/ambulatory status Interventions: Turn, Cough, Deep Breathe Q _____ Ambulate _____ Up in chair _____ Active ROM _____ Passive ROM _____ Monitor stools Instruct in use of _____ Cane _____ Walker _____ Crutches _____ P.T. Consult Date: / / Initials: Date Resolved: / / Initials:	18. FOCUS: NEUROLOGICAL 1 2 3 Goal: meet by Alert, oriented x 3 LOC/mentation improved or maintained Interventions: Neuro checks q _____ Hrs Realty orientation PRN Notify physician of significant changes Date: / / Initials: Date Resolved: / / Initials:	19. FOCUS: 1 2 3 Goal: meet by Interventions: Date: / / Initials: Date Resolved: / / Initials:	20. FOCUS: 1 2 Goal: meet by Interventions: Date: / / Initials: Date Resolved: / / Initials:

PLAN OF CARE REVIEWED/REVISED				GOALS DISCUSSED & MUTUALLY AGREED UPON			
DATE/TIME	INITIALS	SIGNATURE	DATE/TIME	INITIALS	SIGNATURE	DATE/TIME	WITH WHOM
							P B SO

P = Patient B = Both (Patient & Family) SO = Significant Other

CAROLINA PINES
SPECIALTY MEDICAL CENTER



8332860

INTERDISCIPLINARY PLAN OF CARE

CP-5189 (03/11)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct/3076373 MRN/0000015692 0000- S
HASSLER, TEREN
Adm 08/22/2014 DOB: 07/06/1955 049Y F
CAROLINA PINES REG MED CENTER
CAROLINA PINES REGIONAL MEDICAL CENTER

Level of Understanding

1. Needs no further instruction
2. Needs Reinforcement/Follow-up
3. Unable to Comprehend
4. Needs Post Discharge Education

Chaffin
Almopstaden

Page 1 of 2

GOODWIN, PAMELA R
Acct#3076373 MR#0000015692 0000- S
HASSLER, TEREEN
Adm#0012212014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
UNIVERSITY OF ALABAMA AT BIRMINGHAM REGIONAL A

I = PT. INSTRUCTION
D = DEMONSTRATION
H = HANDOUT
A = AUDIOVISUAL

1. NEEDS NO FURTHER INSTRUCTION
2. NEEDS REINFORCEMENT / FOLLOW-UP
3. UNABLE TO COMPREHEND / COMPLETE
4. NEEDS POST DISCHARGE EDUCATION

.S.O.L. = SIGNIFICANT OTHER:

SIGNATURE

Adm: DOB:
CARDUNA PINES REGIONAL MEDICAL CENTER

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NURSING DOCUMENTATION: PATIENT RESPONSE AND PATIENT PROGRESS

[illegible]

8332680

**PATIENT CARE RECORD
NURSING DOCUMENTATION**
CP-ABA-213 (08/10)

PATIENT IDENTIFICATION	
NAME	MR. JAMES EARL RAY
DATE OF BIRTH	10-14-28
SSN	1-37-6543210
MRN	123456789
PHYSICIAN	DR. J. W. BARNETT
CLINICAL HISTORY	1. 10-14-68: Initial admission for "acute myocardial infarction". 2. 10-15-68: Chest pain, shortness of breath, diaphoresis. 3. 10-16-68: ECG changes consistent with MI. 4. 10-17-68: Discharge on aspirin, nitroglycerin. 5. 10-18-68: Follow-up visit, stable. 6. 10-19-68: Discharge on aspirin, nitroglycerin. 7. 10-20-68: Follow-up visit, stable. 8. 10-21-68: Discharge on aspirin, nitroglycerin. 9. 10-22-68: Follow-up visit, stable. 10. 10-23-68: Discharge on aspirin, nitroglycerin. 11. 10-24-68: Follow-up visit, stable. 12. 10-25-68: Discharge on aspirin, nitroglycerin. 13. 10-26-68: Follow-up visit, stable. 14. 10-27-68: Discharge on aspirin, nitroglycerin. 15. 10-28-68: Follow-up visit, stable. 16. 10-29-68: Discharge on aspirin, nitroglycerin. 17. 10-30-68: Follow-up visit, stable. 18. 10-31-68: Discharge on aspirin, nitroglycerin. 19. 11-1-68: Follow-up visit, stable. 20. 11-2-68: Discharge on aspirin, nitroglycerin. 21. 11-3-68: Follow-up visit, stable. 22. 11-4-68: Discharge on aspirin, nitroglycerin. 23. 11-5-68: Follow-up visit, stable. 24. 11-6-68: Discharge on aspirin, nitroglycerin. 25. 11-7-68: Follow-up visit, stable. 26. 11-8-68: Discharge on aspirin, nitroglycerin. 27. 11-9-68: Follow-up visit, stable. 28. 11-10-68: Discharge on aspirin, nitroglycerin. 29. 11-11-68: Follow-up visit, stable. 30. 11-12-68: Discharge on aspirin, nitroglycerin. 31. 11-13-68: Follow-up visit, stable. 32. 11-14-68: Discharge on aspirin, nitroglycerin. 33. 11-15-68: Follow-up visit, stable. 34. 11-16-68: Discharge on aspirin, nitroglycerin. 35. 11-17-68: Follow-up visit, stable. 36. 11-18-68: Discharge on aspirin, nitroglycerin. 37. 11-19-68: Follow-up visit, stable. 38. 11-20-68: Discharge on aspirin, nitroglycerin. 39. 11-21-68: Follow-up visit, stable. 40. 11-22-68: Discharge on aspirin, nitroglycerin. 41. 11-23-68: Follow-up visit, stable. 42. 11-24-68: Discharge on aspirin, nitroglycerin. 43. 11-25-68: Follow-up visit, stable. 44. 11-26-68: Discharge on aspirin, nitroglycerin. 45. 11-27-68: Follow-up visit, stable. 46. 11-28-68: Discharge on aspirin, nitroglycerin. 47. 11-29-68: Follow-up visit, stable. 48. 11-30-68: Discharge on aspirin, nitroglycerin. 49. 12-1-68: Follow-up visit, stable. 50. 12-2-68: Discharge on aspirin, nitroglycerin. 51. 12-3-68: Follow-up visit, stable. 52. 12-4-68: Discharge on aspirin, nitroglycerin. 53. 12-5-68: Follow-up visit, stable. 54. 12-6-68: Discharge on aspirin, nitroglycerin. 55. 12-7-68: Follow-up visit, stable. 56. 12-8-68: Discharge on aspirin, nitroglycerin. 57. 12-9-68: Follow-up visit, stable. 58. 12-10-68: Discharge on aspirin, nitroglycerin. 59. 12-11-68: Follow-up visit, stable. 60. 12-12-68: Discharge on aspirin, nitroglycerin. 61. 12-13-68: Follow-up visit, stable. 62. 12-14-68: Discharge on aspirin, nitroglycerin. 63. 12-15-68: Follow-up visit, stable. 64. 12-16-68: Discharge on aspirin, nitroglycerin. 65. 12-17-68: Follow-up visit, stable. 66. 12-18-68: Discharge on aspirin, nitroglycerin. 67. 12-19-68: Follow-up visit, stable. 68. 12-20-68: Discharge on aspirin, nitroglycerin. 69. 12-21-68: Follow-up visit, stable. 70. 12-22-68: Discharge on aspirin, nitroglycerin. 71. 12-23-68: Follow-up visit, stable. 72. 12-24-68: Discharge on aspirin, nitroglycerin. 73. 12-25-68: Follow-up visit, stable. 74. 12-26-68: Discharge on aspirin, nitroglycerin. 75. 12-27-68: Follow-up visit, stable. 76. 12-28-68: Discharge on aspirin, nitroglycerin. 77. 12-29-68: Follow-up visit, stable. 78. 12-30-68: Discharge on aspirin, nitroglycerin. 79. 12-31-68: Follow-up visit, stable. 80. 1-1-69: Discharge on aspirin, nitroglycerin. 81. 1-2-69: Follow-up visit, stable. 82. 1-3-69: Discharge on aspirin, nitroglycerin. 83. 1-4-69: Follow-up visit, stable. 84. 1-5-69: Discharge on aspirin, nitroglycerin. 85. 1-6-69: Follow-up visit, stable. 86. 1-7-69: Discharge on aspirin, nitroglycerin. 87. 1-8-69: Follow-up visit, stable. 88. 1-9-69: Discharge on aspirin, nitroglycerin. 89. 1-10-69: Follow-up visit, stable. 90. 1-11-69: Discharge on aspirin, nitroglycerin. 91. 1-12-69: Follow-up visit, stable. 92. 1-13-69: Discharge on aspirin, nitroglycerin. 93. 1-14-69: Follow-up visit, stable. 94. 1-15-69: Discharge on aspirin, nitroglycerin. 95. 1-16-69: Follow-up visit, stable. 96. 1-17-69: Discharge on aspirin, nitroglycerin. 97. 1-18-69: Follow-up visit, stable. 98. 1-19-69: Discharge on aspirin, nitroglycerin. 99. 1-20-69: Follow-up visit, stable. 100. 1-21-69: Discharge on aspirin, nitroglycerin. 101. 1-22-69: Follow-up visit, stable. 102. 1-23-69: Discharge on aspirin, nitroglycerin. 103. 1-24-69: Follow-up visit, stable. 104. 1-25-69: Discharge on aspirin, nitroglycerin. 105. 1-26-69: Follow-up visit, stable. 106. 1-27-69: Discharge on aspirin, nitroglycerin. 107. 1-28-69: Follow-up visit, stable. 108. 1-29-69: Discharge on aspirin, nitroglycerin. 109. 1-30-69: Follow-up visit, stable. 110. 1-31-69: Discharge on aspirin, nitroglycerin. 111. 2-1-69: Follow-up visit, stable. 112. 2-2-69: Discharge on aspirin, nitroglycerin. 113. 2-3-69: Follow-up visit, stable. 114. 2-4-69: Discharge on aspirin, nitroglycerin. 115. 2-5-69: Follow-up visit, stable. 116. 2-6-69: Discharge on aspirin, nitroglycerin. 117. 2-7-69: Follow-up visit, stable. 118. 2-8-69: Discharge on aspirin, nitroglycerin. 119. 2-9-69: Follow-up visit, stable. 120. 2-10-69: Discharge on aspirin, nitroglycerin. 121. 2-11-69: Follow-up visit, stable. 122. 2-12-69: Discharge on aspirin, nitroglycerin. 123. 2-13-69: Follow-up visit, stable. 124. 2-14-69: Discharge on aspirin, nitroglycerin. 125. 2-15-69: Follow-up visit, stable. 126. 2-16-69: Discharge on aspirin, nitroglycerin. 127. 2-17-69: Follow-up visit, stable. 128. 2-18-69: Discharge on aspirin, nitroglycerin. 129. 2-19-69: Follow-up visit, stable. 130. 2-20-69: Discharge on aspirin, nitroglycerin. 131. 2-21-69: Follow-up visit, stable. 132. 2-22-69: Discharge on aspirin, nitroglycerin. 133. 2-23-69: Follow-up visit, stable. 134. 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GOODWIN, PAMELA R
Acc#03076373 MR#0000015692 0000- S
HASSLER, TEREN
Adm:08/27/2014 DOB:07/08/1965 049Y F
CAROLINA PINES REG MED CENTER

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Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:3078373

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NURSING DOCUMENTATION: PATIENT RESPONSE AND PATIENT PROGRESS		
DATE/TIME	FOCUS	NURSING PROGRESS NOTES
8/22/14 @ 1720	-	Received to Rm 241 via stretcher from PACU & transferred to bed. Resp. unlabored on O2 at 2L. #20 to LFT WNL & Foley patent & draining & diff. Sinc AB (E) arm & elevated on pillow. Sinc AB (E) leg elevated on pillows X2. SIZ 19 X2 Cuv - AB
1743	-	100 severe pain to (E) ankle, per IV toradol given & morpho X2 tabs. Visitor @ BS
1855	-	Continues to clo throbber to (E) ankle, per IV morphine given SP X2. Cuv
8/23/14 @ 0800	-	Assessment completed, see BS. Resp. in bed w/ resp unlabored on RA. No pain to (E) ankle, per toradol & morpho X2 tabs given. SIZ 19 X2. Fv
0945	-	Dose of morphine given for Elec Pain Cuv
1030	-	Foley removed & difficult - AB
1230	-	Per morpho X2 tabs given for pain to (E) ankle. Cuv
1550	-	Morpho given X2 tabs. IV removed, still WNL & Diced to home w/ family. AB


CAROLINA PINES
REGIONAL MEDICAL CENTER



8332680

PATIENT CARE RECORD
NURSING DOCUMENTATION.
CPABA-213 (08/10)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MR# 0000015692 0241 A3
HASSLER, TERENCE
Adm: 08/22/2014 DOB: 07/08/1965 49Y F
CAROLINA PINES REGIONAL MEDICAL CENTER



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

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8332680

CP-ABA-213 (OB/10)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MR# 0000015692 0241 A3
HASSLER, TERENCE
Adm: 08/22/2014 DOB: 07/06/1965 48Y F
CAROLINA PINES REGIONAL MEDICAL CENTER



Page 2 of 2

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Date 8/23/14

		0700-1900 Time/Initials	1900-0700 Time/Initials	Care Plan			
Behavioral	Normal: Relaxed facial expression, no anxiety, non-combative, non-violent behavior.	☒ Within normal limits ☐ Anxiety ☐ Combative/violent ☐ Suicidal (precautions initiated) ☐ Suicide/Risk Assessment ☐ Observation Record completed Comments/Interventions:	☐ Within normal limits ☐ Anxiety ☐ Combative/violent ☐ Suicidal (precautions initiated) ☐ Suicide/Risk Assessment ☐ Observation Record completed Comments/Interventions:	☒ N/A Resolved _____ (Date) Goal: meet less than 12 hr, 24 hr, Discharge Relaxed facial expression States less anxious, fearful No self harm/combative/violent behavior Interventions: Explain tests/procedures Quiet environment Family at bedside Suicide precautions Assess orientation/mood/affect/anxiety/thought process Behavioral Health consult Administer medications as ordered Notify physician of significant changes			
	Data Update	Time: _____ Initials: _____ No change _____ Document changes _____	Time: _____ Initials: _____ No change _____ Document changes _____	Time(s)/Initials _____ Time(s)/Initials _____			
Central Nervous	Normal: alert, oriented to person, place, time; follows commands, speech clear, no seizure activity.	☒ Within Normal Limits ☐ See Neuro Flowchart ☐ Agitated ☐ Disoriented ☐ Lethargic ☐ Confused ☐ Dysphasic ☐ Seizures ☐ Aphasic ☐ Changes in LOC ☐ Sedated ☐ See Restraint Flowchart for alternatives and documentation Sedation Type/Level _____ Comments/Interventions:	☐ Within Normal Limits ☐ See Neuro Flowchart ☐ Agitated ☐ Disoriented ☐ Lethargic ☐ Confused ☐ Dysphasic ☐ Seizures ☐ Aphasic ☐ Changes in LOC ☐ Sedated ☐ See Restraint Flowchart for alternatives and documentation Sedation Type/Level _____ Comments/Interventions:	☐ N/A Resolved _____ (Date) Goal: meet less than 12 hr, 24 hr, Discharge Discontinue Restraints Awake, alert, oriented X3 LOC/mentation improved or maintained No seizure activity Interventions: Neuro checks PRN Monitor facial drooping/drooling Assess headache PRN Seizure precautions Sedation Holiday Monitor drug/lab values Reality orientation PRN Restrain after alternatives failed Notify physician of significant changes			
	Data Update	Time: _____ Initials: _____ No change _____ Document changes _____	Time: _____ Initials: _____ No change _____ Document changes _____	Time(s)/Initials _____ Time(s)/Initials _____			
Respiratory	Normal: Regular, unlabored, symmetrical, bilateral breath sounds clear to auscultation	☐ Within Normal Limits Lungs: ☐ Wheezing ☐ Rhonchi ☐ Diminished ☐ Crackles Location: _____ Cough: ☐ None ☐ Nonproductive ☐ Productive O2 Sat Level _____ ☐ RA ☒ NC ☐ VM ☐ 100% NRB ☐ BIPAP/CPAP ☐ Vent ET Tube Size _____ ☐ Secured at _____ ☐ Chest Tubes _____ Drainage (color) _____ ☐ Water Seal _____ Suction _____ Alarms Checked: ☐ EMC ☐ SPO2 ☐ B/P ☐ BIPAP/CPAP ☐ Vent	☐ Within Normal Limits Lungs: ☐ Wheezing ☐ Rhonchi ☐ Diminished ☐ Crackles Location: _____ Cough: ☐ None ☐ Nonproductive ☐ Productive O2 Sat Level _____ ☐ RA ☐ NC ☐ VM ☐ 100% NRB ☐ BIPAP/CPAP ☐ Vent ET Tube Size _____ ☐ Secured at _____ ☐ Chest Tubes _____ Drainage (color) _____ ☐ Water Seal _____ Suction _____ Alarms Checked: ☐ EMC ☐ SPO2 ☐ B/P ☐ BIPAP/CPAP ☐ Vent	☐ N/A Resolved _____ (Date) Goal: meet less than 12 hr, 24 hr, Discharge Bilateral breath sounds clear/improving Improved oxygenation Treat/prevent Atelectasis Interventions: Turn Cough Deep Breath every 2 hrs. Elevate HOB _____ degrees Assess breath sounds every _____ hr ☒ O2 as prescribed ☒ Monitor O2 Sats PRN Measure and document chest tube drainage Respiratory treatments as ordered Monitor vital signs Trach care per protocol Suction every _____ ☒ Notify physician of significant changes Assess for readiness to wean Oral care every 4 hrs and PRN Document Core Measures			
	Data Update	Time: _____ Initials: _____ No change _____ Document changes _____	Time: _____ Initials: _____ No change _____ Document changes _____	Time(s)/Initials _____ Time(s)/Initials _____			
Date	Time	Signature	Initials	Date	Time	Signature	Initials
8/23/14	0500	Asheigh Barker	AB				

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332700

DAILY PATIENT CARE RECORD/PLAN OF CARE

CP-5462 (06/12)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
 Acct#3076373 MR#0000015692 0241-A 5
 HASSLER, TEREH
 Adm#08/22/2014 008/07/08/1965 049Y F
 CAROLINA PINES REG MED CENTER

Page 1 of 5

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 1 of 6

Date 8/23/14

	0700-1900 Time/Initials	1900-0700 Time/Initials	Care Plan
Cardiovascular System	Normal: heart rhythm regular; peripheral pulses 2+ bilaterally; no edema; capillary refill brisk Within Normal Limits Cardiovascular: ☐ Telemetry Rhythm: ☒ Regular ☐ Irregular Heart Sounds: ☒ Regular ☐ Irregular Edema: ☐ None ☐ Pitting ☐ Non-Pitting ☐ 1+ ☐ 2+ ☐ 3+ ☐ 4+ ☐ Clonus ☐ Right ☐ Left Beats Pulses: ☐ Equal Bilaterally ☐ Unequal ☐ Regular ☐ Irregular ☐ Weak ☐ Bounding ☐ Thready Homan's Sign: ☐ Positive ☐ Negative ☐ Right ☐ Left ☐ Bilateral Pacemaker: ☐ Y ☐ N Defibrillator: ☐ Y ☐ N ☐ Hx of HF ☐ Dx of HF OVT Prevention: ☒ N/A ☐ SCD hose ☐ Anticoagulants	Within Normal Limits Cardiovascular: ☐ Telemetry Rhythm: ☒ Regular ☐ Irregular Heart Sounds: ☒ Regular ☐ Irregular Edema: ☐ None ☐ Pitting ☐ Non-Pitting ☐ 1+ ☐ 2+ ☐ 3+ ☐ 4+ ☐ Clonus ☐ Right ☐ Left Beats Pulses: ☐ Equal Bilaterally ☐ Unequal ☐ Regular ☐ Irregular ☐ Weak ☐ Bounding ☐ Thready Homan's Sign: ☐ Positive ☐ Negative ☐ Right ☐ Left ☐ Bilateral Pacemaker: ☐ Y ☐ N Defibrillator: ☐ Y ☐ N ☐ Hx of HF ☐ Dx of HF OVT Prevention: ☐ N/A ☐ SCD hose ☐ Anticoagulants	N/A Resolved: (Date) Goal: meet less than 12 hr, 24 hr, Discharge ☒ B/P and/or pulse WNL for patient ☐ No ectopy/dysrhythmia ☐ No chest pain Interventions: VS every ___ hrs. Daily weight I & O every 8 hrs or as ordered Monitor heart rhythm/rate Monitor drug/lab values Administer medications as prescribed Assess distal peripheral pulse every ___ hr Neurovascular checks every ___ hr Assess for edema Notify physician of significant changes HF education/referral HF BM care measures OVT Prevention Anticoagulant Education
Gastro-Intestinal	Normal: abd soft; bowel sounds positive all 4 quadrants; no N/V, diarrhea or constipation Time: ___ Initials: ___ No change Document changes Within Normal Limits Bowel Sounds: ☒ Present ☐ Absent ☐ Hyper ☐ Hypo ☐ Nausea ☐ Vomiting Abdomen: ☐ Flat ☐ Distended ☐ Gravid ☐ Soft ☐ Firm ☐ Tender ☐ Gastric Tube: Type: ___ NGT: R or L nare ☐ OGT Placement Verified ☐ Attached to suction Output amount: ___ Color: ___ Stool/Describe: ___ Stools: ☐ Continent ☐ Incontinent Last BM: ___ ☐ Diarrhea ☐ Constipation Peptic Ulcer Prevention: ___	Time: ___ Initials: ___ No change Document changes Within Normal Limits Bowel Sounds: ☒ Present ☐ Absent ☐ Hyper ☐ Hypo ☐ Nausea ☐ Vomiting Abdomen: ☐ Flat ☐ Distended ☐ Gravid ☐ Soft ☐ Firm ☐ Tender ☐ Gastric Tube: Type: ___ NGT: R or L nare ☐ OGT Placement Verified ☐ Attached to suction Output amount: ___ Color: ___ Stool/Describe: ___ Stools: ☐ Continent ☐ Incontinent Last BM: ___ ☐ Diarrhea ☐ Constipation Peptic Ulcer Prevention: ___	N/A Resolved: (Date) Goal: meet less than 12 hr, 24 hr, Discharge BM WNL for patient Active bowel sounds/positive flatus Interventions: Document elimination every shift Assess bowel sounds Check for impaction PRN I&O every 8 hrs or as ordered Monitor for abnormal stools Measure/document NG tube drainage every shift on intake/output sheet Monitor for abdominal distention Notify physician of significant changes New Ostomy Education
Renal/Genital-Urinary	Normal: Voiding without difficulty; clear urine and no bladder distension Time: ___ Initials: ___ No change Document changes Within Normal Limits Catheter: ☒ FR ☐ Secured ☐ Y ☐ N Date Inserted: 8/22/14 Closed System ☐ Y ☐ N Catheter D/C: 8/23/14 Post Void Time: 145 Voiding: ☐ Continent ☐ Incontinent Color: Yellow/Clear ☐ CBI Dialysis: ☐ Graft/Shunt Location: ___ ☐ + Bruit ☐ + Thrill Cath Location: ___ Comments: ___	Time: ___ Initials: ___ No change Document changes Within Normal Limits Catheter: ☐ FR ☐ Secured ☐ Y ☐ N Date Inserted: ___ Closed System ☐ Y ☐ N Catheter D/C: ___ Post Void Time: ___ Voiding: ☐ Continent ☐ Incontinent Color: ___ ☐ CBI Dialysis: ☐ Graft/Shunt Location: ___ ☐ + Bruit ☐ + Thrill Cath Location: ___ Comments: ___	N/A Resolved: (Date) Goal: meet less than 12 hr, 24 hr, Discharge Urine output greater than 240ml/8 hr B/P & Pulse WNL for patient Positive bruit and thrill Interventions: Observe for ↓ BP, Tachycardia I&O every 8 hours or as ordered Assess for edema every shift Daily weight Monitor lab values Assess graft/site every shift Fluid restriction Dialysis cath intact and patent Push fluids Strain urine Notify physician of significant changes NTN Consult for Renal/Dialysis patient Foley Education Sheet Given CBI Flow Sheet Completed

CAROLINA PINES
ADDITIONAL MEDICAL CENTER



8332700

DAILY PATIENT CARE RECORD/PLAN OF CARE

CP-5462 (08/12)

Page 2 of 6

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
Acct# 3076373 MRN# 0000015692 0241-A 5
HASSLER, TEREEN
Adm: 08/22/2014 DOB: 07/06/1965 045Y F
CAROLINA PINES REG MED CENTER

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 6

Date 8/23/14

0700-1000 Time/Initials		1900-0700 Time/Initials		Care Plan									
Skin <i>Left black eye</i>	Normal: Warm, dry, intact, turgor elastic, oral cavity moist and intact ☒ Within Normal Limits ☐ Turgor Loose Temp: ☐ Hot ☐ Cool ☐ Clammy ☐ Diaphoretic Color: ☐ Pale ☐ Flushed ☐ Cyanotic ☐ Jaundiced Mucous Membranes: ☐ Dry ☐ Moist ☐ Rash ☐ Location ☐ Wound(s) ☐ Location ☐ Size ☐ Drainage ☐ Odor ☐ Wound Vasc. ☐ Location ☐ Dressing Change ☐ Settings	☒ Within Normal Limits ☐ Turgor Loose Temp: ☐ Hot ☐ Cool ☐ Clammy ☐ Diaphoretic Color: ☐ Pale ☐ Flushed ☐ Cyanotic ☐ Jaundiced Mucous Membranes: ☐ Dry ☐ Moist ☐ Rash ☐ Location ☐ Wound(s) ☐ Location ☐ Size ☐ Drainage ☐ Odor ☐ Wound Vasc. ☐ Location ☐ Dressing Change ☐ Settings	Care Plan N/A Resolved _____ (Date) A. At risk for Skin Impairment Goal: meet by less than 12 hr, 24 hr, Discharge ☒ No skin breakdown Interventions: ☒ Implement Prevention Protocol ☒ Turn every 2 to 4 hr ☒ Minimize risk factors ☒ Incontinent patients kept dry B. Skin Impairment Goal: Meet by less than 12 hr, 24 hr, Discharge ☒ Wound(s) healed/improved/no change Interventions: ☒ Skin care protocol ☒ Skin care assessment every shift ☒ Foot/bridge heels/heel protectors ☒ Specialty mattress/bed ☒ Up in chair ☒ Turn every 2 hr ☒ Incontinent patients kept dry ☒ Assess skin turgor/mucous membranes ☒ NPI/PT Consult ☒ Wound nursing consult ☒ Notify physician of significant changes										
	Time: _____ Initials: _____ No change _____ Document changes _____	Time: _____ Initials: _____ No change _____ Document changes _____	Time: _____ Initials: _____ No change _____ Document changes _____										
	STAGE 1 = Reddened area (intact skin) 2 = Blister, Skin break 3 = Skin break exposing subcutaneous tissue 4 = Skin break exposing muscle and/or bone APPEARANCE P = Pink - Clean S = Slough E = Eschar D = None M = Mild F = Full		PERIWOOUND TISSUE WAL = Within Normal Limits R = Reddened D = Darkened M = Macerated										
Sensory Perception 1 Unable to pain 2 Response to pain 3 Responds to verbal command 4 No impairment TA Score: 4 TP Score:		Moisture 1 Constantly moist 2 Moist 3 Occasionally moist 4 Rarely moist Score: 4		Activity 1 Bedfast 2 Chairfast 3 Walks occasionally 4 Walks frequently Score: 2		Mobility 1 Completely immobile 2 Occasionally slight change in position 3 Frequent position changes 4 No limitations Score: 2		Nutrition 1 NPO or eats less than 1/2 meals 2 Eats less than 1/2 meals 3 Eats more than 1/2 meals 4 Eats all meals Score: 2		Friction/Shear 1 Had to meet assistance to move 2 Min assistance to move 3 Moves independently Score: 1		Total Score 15	
Patient score: _____ If Braden Score is below 13 the skin care protocol will be implemented. _____ Less than or equal to 9 Referral made to Wound Nurse/Dietitian. Implement fall prevention protocol.													
Musculo-Skeletal	Normal: Full ROM of all joints; no muscle weakness; steady balance and gait; handgrips equal. ☒ Within Normal Limits ☐ ROM Limited ☐ Generalized weakness ☐ Hemiparesis ☐ Paralysis ☐ Paraplegia ☐ Quadriplegia ☐ Gait unsteady ☐ Handgrips Unequal ☐ Assistive equipment ☐ Amputee Comments/Interventions: <i>Splint to R leg</i> <i>Slings to R arm</i>	☒ Within Normal Limits ☐ ROM Limited ☐ Generalized weakness ☐ Hemiparesis ☐ Paralysis ☐ Paraplegia ☐ Quadriplegia ☐ Gait unsteady ☐ Handgrips Unequal ☐ Assistive equipment ☐ Amputee Comments/Interventions:	N/A Resolved _____ (Date) Goal: meet by less than 12 hr, 24 hr, Discharge ☒ No falls ☒ Usual/improved motor function ☒ ADL with minimal/moderate assistance Interventions: ☒ Turn, cough, deep breath every 2 hrs. ☒ PT consult as appropriate ☒ Elevate affected limb(s) ☒ Monitor for change in strength/tremors ☒ Instruct in use assistive equipment ☒ Assess/Assist with ADL's ☒ Activity as tolerated ☒ Notify physician of significant changes ☒ Fall Preventions										
	Time: _____ Initials: _____ No change _____ Document changes _____	Time: _____ Initials: _____ No change _____ Document changes _____	Time: _____ Initials: _____ No change _____ Document changes _____										
	PATIENT IDENTIFICATION GOODWIN, PAMELA M Acc#3076373 MR#0000015692 0241-A 5 HASSLER, YEREN Adm#0812/2014-DOB:07/06/1965 049Y F CAROLINA PINES REG MED CENTER												
	CAROLINA PINES HOSPITAL MEDICAL SERVICES 8332700 DAILY PATIENT CARE RECORD/PLAN OF CARE CP-5462 (06/12)												

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

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723/14

Pain Scale Used: (circle one)
 Numeric Faces FLACC PAINAD

15	Time	Location	Initiation Date	Change Date	Describe Site	Gauge	Initials
	0700-1900	CH	8/22	8/26	WHL	20	AB
16	Time	Location	Initiation Date	Change Date	Describe Site	Gauge	Initials
	1900-0700						

Nursing Care Plan Priority: based on assessment at beginning of shift, set your priorities using the numbers of appropriate systems.					
0700-1900			1900-0700		
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CP-5482 (06/12)

GOODWIN, PAMELA R
Acct#3076373 MR#000015692 0241-A 5
HASSLER, TEREH
Adm:08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER

Date 8/23/14

0700-1900 Time/Initials <u>0700-1900</u>		1900-0700 Time/Initials <u>0700-1900</u>		Care Plan		
Surgical Incisions/Dressings	If more sites, document in narrative section Site: <u>S/P STIFTS</u> ☐ Incision Edges approximate Presence of Sutures/Staples Presence of Steri Strips Open to air ☐ Drainage Amount _____ Color _____ Odor _____ ☐ Dressing Type of dsg _____ Dry and Intact _____ Changed/Reinforced _____ ☐ Drains Type of Drain _____ Location _____ Color of Drainage _____ Amount _____ Comments/Interventions: _____	Site: _____ ☐ Incision Edges approximate Presence of Sutures/Staples Presence of Steri Strips Open to air ☐ Drainage Amount _____ Color _____ Odor _____ ☐ Dressing Type of dsg _____ Dry and Intact _____ Changed/Reinforced _____ ☐ Drains Type of Drain _____ Location _____ Color of Drainage _____ Amount _____ Comments/Interventions: _____	N/A Resolved _____ (Date) _____ Goal: meet less than 12 hr, 24 hr, Discharge ☒ No signs/symptoms of infection ☒ No redness/drainage at wound/ incision site Interventions: ☒ Monitor lab values ☒ Monitor vital signs ☒ Standard precautions ☒ Wound vac as ordered ☒ Change dressings as ordered ☒ Measure/document drain output every shift ☒ Notify physician of significant changes ☒ Wound consult			
	Time: _____ Initials: _____		Time: _____ Initials: _____		Time(s)/Initials _____	
	No change _____ Document changes _____		No change _____ Document changes _____		Time(s)/Initials _____	
	Time: _____ Initials: _____		Time: _____ Initials: _____		Time(s)/Initials _____	

MORSE FALL SCALE				Care Plan	
Variables	Numeric Values	Score 7A - 7P	Score 7P - 7A	7A	7P
1. History of Falling	No = 0 Yes = 25	<u>0</u>			
2. Secondary Diagnosis	No = 0 Yes = 15	<u>5</u>			
3. Ambulatory aid		<u>0</u>			
None/bed rest/nurse assist	0				
Crutches/cane/walker	15				
Furniture	30				
4. IV or N access	No = 0 Yes = 20	<u>20</u>			
5. Gait					
Normal/bed rest/wheelchair	0				
Weak	10				
Impaired	20	<u>20</u>			
6. Mental Status					
Oriented to own ability	0	<u>0</u>			
Overestimates or forgets limitations	15				
Total Score		<u>55</u>			

Risk Level	Morse Fall Scale Score	Action
Low Risk	0-24	Implement Low Risk Fall Prevention Interventions
Medium Risk	25-50	Implement Medium Risk Fall Prevention Interventions
High Risk	51 and higher	Implement High Risk Fall Prevention Interventions

All ICU/PCU patients are on Low Risk Fall Prevention Interventions. Scale must be completed each shift. Add medium and high risk fall prevention interventions according to patient's score. Patients age 70 or older should be placed on medium risk, at a minimum.

  8332700 DAILY PATIENT CARE RECORD/PLAN OF CARE CP-5462 (08/12)	PATIENT IDENTIFICATION GOODWIN, PAMELA R Acct#3076373 MR#0000015692 0241-A 5 HASSLER, TEREH Adm:08/22/2014 DOB:07/06/1965 049Y F CAROLINA PINES REG MED CENTER 

Date 8/23/14

Endocrine/Other Care Plan	Normal: Electrolytes WNL; Blood Glucose Level 70-110	0700-1900 Time/Initials <u>0800AB</u> ____ Within Normal Limits Abnormal Electrolyte Values: <u>See Labs</u> ☐ Hypoglycemia ☐ Hyperglycemia	1900-0700 Time/Initials _____ ____ Within Normal Limits Abnormal Electrolyte Values: _____ ☐ Hypoglycemia ☐ Hyperglycemia	Care Plan ____ N/A Resolved _____ (Date) Goal: meet less than 12 hr, 24 hr, Discharge ____ No s/s hyper/hypoglycemia ____ Able to manage self care at home ____ No c/o electrolyte imbalance ____ No s/s hypo/hyper thyroid Interventions: ____ Between meals and bedtime snacks as ordered ____ Monitor glucose values/lacou-checks ____ Monitor labs; notify MD of Abnormal values ____ Assess associated s/s ____ Nutrition consult ____ Call MD for telemetry order ____ Administer insulin Time(s)/Initials _____																																																																
	Data Update: Time: _____ Initials: _____ ____ No change ____ Document changes	Time: _____ Initials: _____ ____ No change ____ Document changes	Time(s)/Initials _____	Time(s)/Initials _____																																																																
Post Partum	Normal: Breast: soft, Fundus: firm/midline even or below umb. Lochia Scant - Mod without odor. Perineum well approxi- mated, slight edema &/or bruises.	☒ N/A ____ Within normal limits Breast: ____ Engorged Nipples: ____ Dry/Intact ____ Cracked ____ Bleeding Fundus: ____ Boggy ____ Lateral ____ above Umb Lochia: ____ Amt. ____ Color ____ Odor Perineum: ____ Episiotomy ____ Laceration Comments/Interventions: _____	____ N/A ____ Within normal limits Breast: ____ Engorged Nipples: ____ Dry/Intact ____ Cracked ____ Bleeding Fundus: ____ Boggy ____ Lateral ____ above Umb Lochia: ____ Amt. ____ Color ____ Odor Perineum: ____ Episiotomy ____ Laceration Comments/Interventions: _____	Care Plan ____ N/A Resolved _____ (Date) Goal: meet less than 12 hr, 24 hr, Discharge ____ Normal Fundal Involution ____ Perineum WNL ____ Breast soft, nipples intact ____ Appropriate mother/infant bonding behaviors Interventions: ____ Monitor lochia and fundal involution, massage fundus PRN ____ Assess breast daily (note +/- lactation) ____ Assess perineum ____ Observe interactions between parents & infant ____ Notify physician of significant changes Time(s)/Initials _____																																																																
	Data Update: Time: _____ Initials: _____ ____ No change ____ Document changes	Time: _____ Initials: _____ ____ No change ____ Document changes	Time(s)/Initials _____	Time(s)/Initials _____																																																																
Nutrition	Tube Type ☐ N/A			Care Plan ____ N/A Resolved _____ (Date) Goal: meet less than 12 hr, 24 hr, Discharge ____ Gain/lose/maintain weight ____ Tolerating tube feeding ____ Taking _____ % of diet ____ TPN/PPN without complications ____ Swallowing without problems ____ Optimize nutrition knowledge Interventions: ____ Assist/feed patient ____ Modified diet ____ Initiate nutrition support ____ Aspiration precautions ____ Speech Therapy Evaluation ____ Encourage PO fluids ____ Monitor I&O; daily weight ____ ↑ HOB 30-45 degrees ____ Assess for dietary age specific needs ____ Provide diet education ____ Flush tube as ordered ____ Hold feeding 1 hr before and after Dilantin ____ Check residuals every 4 hours and document ____ Dietary consult Time(s)/Initials _____																																																																
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CAROLINA PINES
REGIONAL MEDICAL CENTER



8332700

DAILY PATIENT CARE RECORD/PLAN OF CARE
CP-5462 (05/12)

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PATIENT IDENTIFICATION

PRINTED NAME (LAST, FIRST, MIDDLE INITIAL)

GOODWIN, PAMELA R
Acct#3076373 MR#0000015692 0241-A 5
HASSLER, TEREN
Adm#08/22/2014 DOB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
ADULT PATIENTS ONLY - NO VISITORS ALLOWED

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

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CAROLINA PINES



NU0065 {08/12}

PATIENT IDENTIFICATION					
PATIENT NAME					
DATE OF BIRTH					
SEX					
MRN					
PHYSICIAN					
NURSE					
LOCATION					
ADMISSION DATE					
DISCHARGE DATE					
ADMITTING PHYSICIAN					
ADMITTING NURSE					
ADMITTING LOCATION					
ADMITTING DATE					
ADMITTING TIME					
ADMITTING AGENCY					
ADMITTING REFERENCE					
ADMITTING PHYSICIAN'S OFFICE					
ADMITTING PHYSICIAN'S PHONE					
ADMITTING PHYSICIAN'S FAX					
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ADMITTING PHYSICIAN'S RECOMMENDATIONS					
ADMITTING PHYSICIAN'S COMMENTS					

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GOODWIN, PAMELA R
Acc#03076373 MR#D000015692 0000- S
HASSLER, TERENCE
Adm#08/21/2014 DDB:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
|||||

Continued Section II: Patient History (MAY BE COMPLETED BY RN/LPN)	
Psychosocial/Economic/Discharge:	
Marital Status: ☒ Single ☐ Married ☐ Widowed Family: ☐ Lives with ☒ Lives Alone Support Systems: ☐ None ☒ Family ☐ Friend ☐ Other	
Lives in: ☐ Home ☐ Nursing Home ☐ Other Where will you go at discharge?	
Do you feel that your current residence is a safe environment? ☒ Yes ☐ No Are you responsible for the care of others? ☒ Yes ☐ No	
Do you receive any of the following services? ☐ Home Health ☐ Hospice ☐ Community Resources ☐ Meals on Wheels ☐ Medical Equipment	
When discharged, will you have someone to help you? ☐ Yes, name _____ ☐ No	
As a result of this illness, will you or your family require special assistance? ☐ Yes ☐ No Special Concerns/Issues:	
Language spoken: ☒ English ☐ Other Able to understand English? ☒ Yes ☐ No Interpreter needed? ☐ Yes ☐ No	
Last grade completed: ☒ 12th ☐ 11th ☐ 10th ☐ 9th ☐ 8th ☐ 7th ☐ 6th ☐ 5th ☐ 4th ☐ 3rd ☐ 2nd ☐ 1st ☐ None Occupation: ☐ Full Time ☐ Part Time ☐ Retired ☐ Other	
Ethnic Background: ☒ White ☐ Black ☐ Hispanic ☐ Asian ☐ Other Do you follow any preventive health practices? ☐ Yes ☐ No	
Religious preferences: ☒ Active in church/religious organization? ☐ Yes ☐ No	
Do you have any religious or cultural practices you wish to continue in the hospital? ☐ Yes ☐ No	
Activity Level: ☐ Ambulatory ☐ Cane ☐ Walker ☐ Crutches ☐ Wheelchair ☐ Prostheses ☐ Brace ☐ Bed rest	
Mobility Aid with Patient: ☒ Yes ☐ No Do you have difficulties managing your ADL'S? ☐ Yes ☒ No	
Emotional Status: ☐ Cooperative ☐ Anxious ☐ Depressed ☐ End of Life Coping Status: ☐ NA ☐ Denial ☐ Anger ☐ Bargaining ☐ Depression ☒ Acceptance	
Resource Management/Discharge Planning Screening NO REFERRAL NEEDED	
☐ Patient/Family Request ☐ Suspected Abuse/Neglect (including domestic violence) ☐ Substance Abuse ☐ Mental Health	
☐ Family Counseling ☐ Guardianship ☐ Nursing Home/Assisted Living Placement ☐ Home Health ☐ Hospice ☐ Advance Directive	
If any of the following boxes are checked, a Resource Management (RM) referral is needed (ENTER SCREENING INTO PULSE)	
Collecting RN/LPN Nurse Signature: _____ Date: 12/22/14 Time: 1:00	
Section III: Nursing Physical Assessment (Must be completed by RN)	
Assess head, eyes, ears, nose, for abnormality NO Problem Noted	
EENT	EYES: ☒ Eyes well ☐ wears glasses/contacts ☐ Impaired vision ☐ Glaucoma - oLLOrL ☐ Legally blind - oLLOrL ☐ Totally blind - oLLOrL
	EARS: ☒ Ears well ☐ Impaired - oLLOrL ☐ Deaf - oLLOrL ☐ Hard of hearing - oLLOrL ☐ Hearing Aid? - oLLOrL, with patient? ☐ Yes ☐ No
	NOSE: ☐ Deformity ☐ Drainage ☐ Lesion
	THROAT/MOUTH: ☐ Redness ☐ Drainage ☐ Lesions ☐ Other
Notes: _____	
Speech Therapy Screening tool and/or referral to appropriate resources NO REFERRAL NEEDED	
☐ Concern the patient is on the appropriate diet ☐ Patient has difficulty communicating with caregivers	
☐ Patient scheduled to receive a PEG tube ☐ Difficulty chewing/swallowing ☐ Modified Diet ☐ Dx: CVA/Pneumonia	
☐ Nursing Home/Assisted Living ☐ Slurred and Dysarthric speech	
☐ 70 years or older with the following -- ☐ Dehydration ☐ Altered Mental Status ☐ Significant weight loss ☐ Pneumonia	
IF ANY BOXES ARE CHECKED, A REFERRAL FOR SPEECH THERAPY IS INDICATED. (ENTER SCREENING INTO PULSE)	
Assess orientation, LOC, speech, strength, grip	
NEURO	Mental Status: ☒ Alert ☐ Oriented x 4 ☐ Confused ☐ Combative ☐ Agitated ☐ Comatose ☐ Semi-Comatose ☐ Sedated ☐ Lethargic
	Speech: ☒ Clear ☐ Slurred ☐ Garbled ☐ Inappropriate ☐ Aphasic Responds to: ☐ Commands ☐ Pain ☐ Nothing
	☐ Left Pupil ☐ Equal ☐ Unequal ☐ Reactive ☐ Sluggish ☐ Right Pupil - ☐ Equal ☐ Unequal ☐ Reactive ☐ Sluggish
	☐ Extremity Strength: ☐ Normal ☐ Weak ☐ Equal ☐ Unequal, oLLOrL location of weakness
Notes: _____	
Suicide Risk (Part II) Nursing Screening tool and/or referral to appropriate resources	
☐ Primary reason for admission is an emotional, behavioral or substance abuse	
☐ Thoughts of harming yourself or others, if yes is there a plan? ☐ Yes ☐ No	
IF ANY BOXES ARE CHECKED, COMPLETE THE SUICIDE RISK SCREEN PART II/ENVIRONMENTAL CHECKLIST AND NOTIFY PHYSICIAN	
Assess heart rate, pulse, blood pressure, circulation, fluid retention	
CARDIO	☒ Tolerant in place ☐ Rate: 57 and Rhythm: 110 Obtained from: religio Time Obtained: _____
	☐ Tachycardia ☐ Bradycardia ☐ Irregular ☐ Murmur ☐ Tingling ☐ Syncope ☐ Chest Pain Dx ☐ CHF
	☐ Apical Pulse - ☐ Reg. ☐ Irreg. ☐ Strong ☐ Faint ☐ Radial Pulse - ☐ Reg. ☐ Irreg. ☐ Strong ☐ Faint
	☐ Extremity Pulses - ☐ NA ☐ Clear ☐ Faint ☐ Absent ☐ Extremity Cold - location ☐ Extremity Discolored - location
☐ Edema - ☐ Pitting ☐ Non-Pitting - Location of Edema	
Notes: _____	
CARDIOVASCULAR Nursing Screening tool and/or referral to appropriate resources NO REFERRAL NEEDED	
Patient past medical history - ☐ CHF ☐ MI ☐ CABG ☐ PTCA ☐ Stable Angina ☐ Stents ☐ Heart Transplant ☐ Heart Valve Replacement	
IF ANY BOXES ARE CHECKED, A REFERRAL FOR CARDIAC REHAB SCREENING IS INDICATED. (ENTER SCREENING INTO PULSE)	
MI, CABG, and Stents must be within last 12 months for referral for Cardiac Rehab	
Patient past medical history and/or admission diagnosis - ☐ Heart Failure ☐ Myocardial Infarction	
IF ANY BOXES ARE CHECKED, CORE MEASURE GUIDELINES ARE TO BE IMPLEMENTED: Heart Failure Education, Daily Weights	

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

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Continued Section III: Nursing Physical Assessment (MUST BE COMPLETED BY RN)																																																																																																																																			
Assess skin color, turgor, integrity, mobility, joint function																																																																																																																																			
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☐ None ☐ Back(1,2) ☐ Sacro(3) ☐ Heels(4) ☐ Anus(5) ☐ Pressure Sore(6) ☐ Sacro(7) ☐ Other(8)																																																																																																																																			
IF TOTAL SCORE IS 12 OR LESS, START PREVENTION PROTOCOL (WAFFLE MATTRESS, HEEL PROTECTORS, TURN SCHEDULE) AND ORDER WOUND CARE SCREENING																																																																																																																																			
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☐ ICU admission ☐ Major Surgery (Orthopedic or General) ☐ Prior history of DVT or PE ☐ Severe Infection ☐ Malignancy ☐ Age Greater than 40 years old ☐ Hematologic Disorder promoting Thrombosis ☐ Obesity ☐ Varicose Veins ☐ Chronic Lung Disease ☐ Pneumonia ☐ Heart Failure ☐ Respiratory Failure ☐ Ischemic Stroke ☐ Birth Control Pills ☐ Estrogen Replacement Therapy ☐ Central Venous Catheter ☐ Inflammatory disorders (Inflammatory Bowel Disease), Rheumatoid Arthritis IF THE PATIENT IS IMMOBILE AND ANY RISK FACTOR BOXES ARE CHECKED, THE PATIENT IS AT RISK FOR VTE AND MAY REQUIRE VENOUS THROMBOEMBOLISM PROPHYLAXIS. NOTIFY PHYSICIAN FOR ORDER FOR VTE PROPHYLAXIS																																																																																																																																			
Physical Therapy Nursing Screening tool and/or referral to appropriate resources ☒ NO REFERRAL NEEDED																																																																																																																																			
☐ CVA-new Dx ☐ Fracture ☐ Dislocation ☐ Numbness ☐ Amputation ☐ Paralysis ☐ Contracture ☐ Pain ☐ Weakness Location of above disability: _____ MOBILITY DIFFICULTY/RECENT DECLINE IN FUNCTION WITHIN THE LAST 2 WEEKS ☐ Moving in bed ☐ Transfer bed to chair ☐ Transfer sitting to standing ☐ Ambulation or using assistive devices ☐ Problems with balance ☐ Strength - Extremities, grips ☐ Range of Motion - Extremities and Joints ☐ Homecare PT IF ANY BOXES ARE CHECKED, A PHYSICAL THERAPY SCREENING IS INDICATED (ENTER SCREENING INTO PULSE)																																																																																																																																			

NU0085 (08/12)

Page 4 of 5

3076373 X

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

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Assess Pain		Continued Section III: Nursing Physical Assessment (MUST BE COMPLETED BY RN)		
PAIN ASSESSMENT	Severity of Pain: Pain Score: <u>6/10</u> ☐ Pain Intensity Scale (self rating) ☐ Wong Baker Scale (3-12yr old & mentally delayed) ☐ PAINAD (Cognitive Impairment > 12yrs of age)	☐ NO PAIN IDENTIFIED		
	Location: <u>Right Arm</u>	☐ unable to give location		
	Onset: <u>Acute</u> ☐ Chronic	Acceptable Level of Pain: <u>7</u> Duration: ☐ Constant ☐ Intermittent		
	Quality of Pain: ☐ Ache ☐ Dull ☐ Sharp ☐ Stabbing ☐ Throbbing ☐ Cramping ☐ Burning ☐ Shooting ☐ Pressure			
	Other: <u>None</u>			
ADMISSION SUMMARY / PLAN OF CARE	Aggravates: ☐ Light ☐ Dark ☐ Movement ☐ Lying Down ☐ Other: <u>None</u>			
	Relieves: ☐ Eating ☐ Quiet ☐ Cold ☐ Heat ☐ Other: <u>None</u>			
	Notes: <u>None</u>			
	ADMISSION SUMMARY / PLAN OF CARE			
	SCREENINGS AND REFERRALS ADDRESSED			
PLAN OF CARE INITIATED: Choose top 3 priorities for Plan of Care				
☐ Vitalities	☐ Cardio-Pulmonary Ref.	☐ Behavioral (anxiety/grief/suicidal) #1	☐ Central Nervous #2	☐ Respiratory #3
☐ Infection Control	☐ Pastoral Ref.	☐ Cardiovascular #4	☐ GI (alterations) #5	☐ GI (bulk/volume) #5A
☐ Resource Mgt. Ref.	☐ Speech Therapy Ref.	☐ Renal #6	☐ Genital-Urinary #8A	☐ Skin #7
☐ Suicide Risk	☐ Cardiac Rehab	☐ Injury #8	☐ Infection #9	☐ Fall #10
☐ Core Measures Implemented	☐ Pulmonary Rehab	☐ GYN #11	☐ Endocrine #12	☐ Pain #13
☐ Nutrition Referral	☐ Aspiration Precautions	☐ Nutrition #14	☐ Knowledge Deficit #15	☐ ADL #16
☐ Skin Assessment	☐ Fall Precautions	☐ Spiritual #17	☐ Other	#18
☐ VTE Risk Assessment	☐ PT screening			
☐ Education on pain mgt.				
Section III Physical Assessment and Initiation of Plan of Care RN signature: <u>[Signature]</u> Date: <u>2000</u> Time: <u></u>				
INITIAL NURSING ADMISSION NOTES	INITIAL NURSING ADMISSION NOTE			
	12/11/00 - Received pt. from ER, converted to five point scale, 6/10 pain - 4 pts R OF OF (detractor)			
	- 4 pts R OF OF (detractor)			
	- 4 pts R OF OF (detractor)			
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CAROLINA PINES
MEDICAL CENTER



8332720

NURSING ADMISSION ASSESSMENT

NJDC65 (08/12)

PATIENT IDENTIFICATION

3076373X

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Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

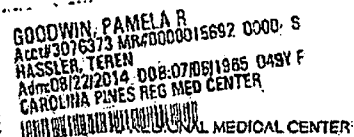
Page 5 of 9

****See Reverse Side for Pain Assessment Scales****

Initials	Signature	Title

Initials	Signature	Title
7		

- 31- Diversional Activity.
- 32- Emotional Support.
- 33- Heat.
- 34- Ice.
- 35- Massage.
- 36- Relaxation.
- 37- Reposition.
- 38- Spiritual Support.

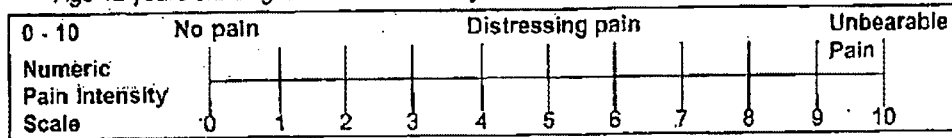


Pain Assessment Scale

(**See scale most appropriate for patient's age and status)

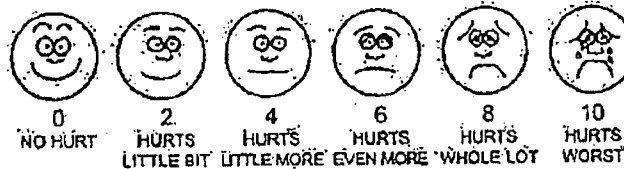
A. Pain Intensity Scale:

Age 12 years old or greater with the ability to communicate.



B. Wong-Baker Scale:

Ages 3 - 12 years old and mentally delayed patients.



C. FLACC Scale:

0 - 3 years of age, and ANY AGE patient who is unresponsive and/or non-communicating.

Categories	Scoring		
	0	1	2
Face	No particular expression or smile, eye contact and interest in surroundings	Occasional grimace or frown, withdrawn, disinterested, worried look to face, eyebrows lowered, eyes partially closed, cheeks raised, mouth pursed	Frequent to constant frown, clenched jaw, quivering chin, deep furrows on forehead, eyes closed, mouth opened, deep lines around nose / lips
Legs	Normal position or relaxed	Uneasy, restless, tense, increased tone, rigidity, intermittent flexion/extension of limbs	Kicking or legs drawn up, hypertonicity, exaggerated flexion/extension of limbs, tremors
Activity	Lying quietly, normal position, moves easily and freely	Squirming, shifting back and forth, tense, hesitant to move, guarding, pressure on body part	Arched, rigid, or jerking, fixed position, rocking, side to side head movement, rubbing or body part
Cry	No cry / moan (awake or asleep)	Moans or whimpers, occasional cries, sighs, occasional complaint	Crying steadily, screams, sobs, moans, grunts, frequent complaints
Consolability	Calm, content, relaxed, does not require consoling	Reassured by occasional touching, hugging, or talking to. Distractible	Difficult to console or comfort

Each of the five categories (F) Face; (L) Legs; (A) Activity; (C) Cry; (C) Consolability is scored from 0-2, which results in a total score between zero and ten.

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332720

PAIN CONTROL ASSESSMENT AND INTERVENTIONS

CPABA-282 (07/10)

PATIENT IDENTIFICATION

3026373x

Acct#

MR#

Adm#

DOB:

CAROLINA PINES REGIONAL MEDICAL CENTER

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 7 of 9

Date and Time of Interview: 8-21-14
Date of Procedure: 8-22-14 Surgeon: Standen Outpatient: AM Admission

Chief Complaint: Planned Procedure:

List all of your previous surgeries/hospitalizations & dates: hysterectomy
Ex of what mmo
Repl of arm fx

ALLERGIES (Food, Drug, Betadine, Latex)
NKA Yes - below: Type Reaction

Previous Blood Transfusion: No
Reaction: No Yes Describe:

CURRENT MEDICATIONS	DOSE/FREQ	LAST DOSE	OTC/OTHER MEDS:	YES	NO
pin pain			Aspirin Steroids Eye Drops Home Oxygen BCP/Estrogen Local anesthetic Herbal Remedies Other		

No current home meds Patient unable to state/identify name of meds Meds sent home with patient, family or significant other (circle one) 203
Significant Medical History: Check all that apply
C.N.S. Seizure Disorder CVA Glioma
Cardiac MI CHF Hypertension Chest pain
Pulmonary Asthma Emphysema Other
Hepatic Bleeding/Clotting Disorders Sickie Cell
Renal
Endocrine Diabetes Thyroid Other
Musculoskeletal Cancer Location
Do you smoke Yes No Packs a day: How many Years
Alcohol Intake
Prosthesis: Glasses, Contact lens, Partial Plate, Porcelain caps, Bridges, Dentures Check all that apply
Special Preparations: I.V., Fluids, Enemas, Preps, Etc. NPO pin

Education Assessment: Check appropriate boxes
Patient Family Other
Learning Preferences: Group One to One Demo Reading Material
Whom does he learn from? Appears Eager Apprehensive Reluctant Other
Reading Skills: Yes No Limited Educational Level: HS grad
Knowledge of Illness: None Limited Good Comprehensive

FALLS/SCREENING CRITERIA/SAFETY
If one criteria is identified, the patient should be placed on the fall prevention program. If no criteria is identified but the RN determines that fall precautions are necessary, the patient should be placed on fall precautions and the reason documented.
Confused/disorientation Impaired mobility Age 70 or older Substance abuse History of falls Dizziness
Unsteady gait/balance Frequency/Urgency with elimination Sensory deficit (i.e., impaired vision, loss of sensation, etc.)
Altered mobility (i.e., use of cane, walker, etc.)
Neurological deficits (i.e., Parkinson's, History of Stroke, etc.)
At least two of the following medication groups: Diuretics, Antihypertensives, Anticoagulants, Sedatives/Hypnotics, Anesthetics
At Risk (Implement Falls Prevention Program) Not at Risk
Green Armband "Fall Risk" sticker(s) to chart Visual Fall Risk Cue: Altered

CAROLINA PINES
REGULATORY MEDICAL CENTER



8332720

OUTPATIENT SURGERY
PATIENT ASSESSMENT

ABL-157 (08/10)

PATIENT IDENTIFICATION
GOODWIN, PAMELA R
Acct# 3076373 MRN# 0000015692 0000-S
HASSLER, TEREEN
Adm# 08/22/2014 008:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER
Adm# 08/22/2014 008:07/06/1965 049Y F
CAROLINA PINES REG MED CENTER

NURSING ASSESSMENT		PEDIATRICS
Pre Op Date: <u>08/14</u> Temp: <u>37.2</u> Pulse: <u>100</u> Resp: <u>20</u> BP: <u>100/60</u> Height: <u>55</u> Weight: <u>40</u> SPO2: <u>98</u> % Room Air: <u>100</u>		Childhood Diseases: Chicken Pox ☒ Measles ☒ Mumps ☒ Rubella ☒ Rosella ☒ Other ☒ Immunizations: Up to date? ☒ Yes ☒ No ☒ If no, immunization needed:
SKIN	☒ Normal Color ☐ Pale ☐ Flushed ☐ Jaundiced ☐ Cyanotic ☐ Ulcers ☐ Open Wounds ☐ Hot/Cool ☐ Turgor ☒ Good ☐ Poor Wounds: <u>Scraped Elbows, Barked eye and face, chest, back</u> Other:	Appears developmentally stated age: Yes ☒ No ☐ Based on assessed activities: Refer to Growth and Development: Activity Checklist: Attached: Yes ☒ No ☐ Head Circ: <u>52</u> cm
NEURO	☒ Alert ☐ Oriented ☐ Person ☐ Place ☐ Time PSYCHOSOCIAL Eye contact: ☒ Yes ☐ No Affect: ☒ Normal ☐ Flat Motor Behavior: ☒ Cooperative ☐ Restless/Agitated Speech: ☒ Normal ☐ Abnormal Support Systems: ☒ Lives Alone ☐ Family/Significant Other ☐ Language Barrier	Appears developmentally stated age: Yes ☒ No ☐ Based on assessed activities: Refer to Growth and Development: Activity Checklist: Attached: Yes ☒ No ☐ Head Circ: <u>52</u> cm
RESP	☒ No Problem ☐ Reg. ☐ Irreg. ☐ Easy ☐ SOB/Labored ☐ Right/Left ☐ O2: ☒ Absent ☐ Rhonchi ☐ Crackles ☐ Wheezes: <u>+</u> <u>Smoker</u> ☐ Cough	No changes in status since pre-assessment. ☐ Refer to Nurse's Notes ☒ N/A Date / Time:
CV	Pulse: <u>100</u> Apical or Radial: <u>100</u> Extremity Pulse: <u>100</u> ☒ Clear ☐ Faint ☐ Absent Extremity feels cold Extremity is discolored Edema Present: ☐ No ☐ Yes ☐ Pitting	COMFORT: ☐ Denies Pain CHRONIC PAIN: ☐ ACUTE PAIN: ☒ Location: <u>Elbow</u> ☐ severe ☐ mild ☐ dull ☐ sharp ☐ intermittent ☐ constant ☐ throbbing Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
GI	Abdomen: ☒ Soft ☐ Firm ☐ Distended ☐ Tender Bowel Sounds: ☒ Present ☐ Absent Nutritional Assessment: Current diet: <u>Regular</u> Appetite: ☒ Good ☐ Fair ☐ Poor Weight gain/loss in last 6 mo.: <u>Stable</u> Supplemental feedings: ☐ No ☐ Yes Type: <u>None</u> Nutritional referral needed: ☐ Yes ☐ No	Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
GU	☒ No Problem Catheter: ☐ No ☐ Yes ☐ Taped ☐ No ☐ Yes Potent: ☐ No ☐ Yes Other:	Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
REPRO-UCTIVE	☒ No Problems LMP: ☐ Reg. ☐ Irreg. Program: ☐ Discharge ☐ Pain Male: ☐ Parity Abnormalities Sexual/Reproductive Abnormalities: <u>Hypertension</u>	Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
EENT	☒ No Problems TMJ/Difficulty Opening Mouth Difficulty Flex/Extend Neck Aids:	Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
EXTR	☒ No Problems Muscle Joint Disorder Ambulatory Aids Physical Therapy referral needed: ☐ Yes ☐ No	Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
Other	☒ D/C instructions initiated with verbalized understanding. ☒ See Care Plan Sheet ☐ Refer to Nurse's Notes ☐ Pt teaching regarding pain control	Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
Culture	Cultural Assessment: Ethnic Background: <u>Caucasian</u> Variations: ☐ No ☐ Yes	Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
Religious	Religious Preference(s): <u>Catholic</u>	Self rating scale: (circle one) 0 1 2 3 4 5 6 7 8 9 10 no mod. worst pain pain pain
RN Signature/Initials: <u>[Signature]</u>		

CAROLINA PINES
REGIONAL MEDICAL CENTER



8332720

OUTPATIENT SURGERY
PATIENT ASSESSMENT

ABL157 (08/10)

PATIENT IDENTIFICATION

GOODWIN, PAMELA R
 Acc# 2076373 MR# 0000015692 0000- S
 HASSLER, TEREN
 Adm# 08/22/2014 DOB: 07/06/1965 049Y F
 CAROLINA PINES REG MED CENTER
 CAROLINA PINES REGIONAL MEDICAL CENTER

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1304 West Bo Bo Newsum Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

CONDITIONS OF TREATMENT AND ADMISSION

PATIENT'S NAME GOODWIN, PAMELA R ATTENDING PHYSICIAN HASSLER, TERENCE W.
ACCOUNT NO. 3076373 DATE & TIME OF ADMISSION 08/22/2014 07:00

FRAUD

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, or files a statement of claim containing false, incomplete or misleading information may be subject to prosecution under applicable law.

ADVANCE DIRECTIVE (FOR ADMISSION TO HOSPITAL ONLY)

If I am to be admitted to the hospital, I have been given written materials about my right to accept or refuse medical treatment. I have been informed of my rights to formulate advance directives. I understand that I am not required to have an advance directive in order to receive medical treatment at this hospital. I understand that the hospital and my caregivers will follow the terms of any advance directive that I have executed to the extent permitted by law.

INITIAL AND COMPLETE THE FOLLOWING OPTION THAT APPLIES:

- ☒ I have executed an advance directive and will provide a copy of this for my medical record within a reasonable amount of time.
- ☐ I have not executed an advance directive and do not wish to do so. NPB
- ☐ I wish to complete an advance directive during this hospitalization. (follow-up done by _____ date _____)
- ☐ Do you want to designate a family member or other individual with whom the provider may discuss your medical condition?

Yes ☐ No ☐ Family Member _____ Relationship _____ When _____

At any time the patient may revoke or modify this specific authorization to allow a family member to discuss your medical condition by submitting a request in writing.

- ☒ I certify that I have read (or have been read) the above consents and certifications and understand and agree with them.

Date: 8/21/14
MONTH DAY YEAR
Michelle Knight
WITNESS

Pamela Renee Goodwin
SIGNATURE OF PATIENT OR LEGALLY AUTHORIZED REPRESENTATIVE

PRINT NAME OF PERSON ABOVE

HM07130



Page 2 of 2

3076373



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 1 of 2



1304 West Bo Bo Newsom Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

CONDITIONS OF TREATMENT AND ADMISSION

PATIENT'S NAME GOODWIN, PAMELA R ATTENDING PHYSICIAN HASSLER, TERENCE W.
ACCOUNT NO. 3076373 DATE & TIME OF ADMISSION 08/22/2014 07:00

CONSENT TO HOSPITAL CARE AND TREATMENT

I am presenting myself for emergency service and/or admission to the hospital and I voluntarily consent to the rendering of such care, including diagnostic tests and medical treatment, by authorized agents and employees of the hospital, and by its medical staff, or their designees, as may in their professional judgment be deemed necessary or beneficial to my well being.

I acknowledge and understand that many of the physicians on the staff of this hospital, including the attending physicians named above, and radiologists, anesthesiologists, pathologists and emergency physicians are not employees or agents of the hospital, but rather are independent contractors who have been granted the privilege of using the hospital facilities for the care and treatment of their patients. I agree to accept their care even though they are not employed by the hospital.

I understand that the examination and treatment that I receive on an emergency basis is not intended as a substitution or replacement for complete medical care.

CONSENT TO RELEASE INFORMATION

I hereby authorize the hospital to disclose to insurance companies, including workers compensation carriers, or other parties that may be liable for all or part of the hospital and/or physicians charges, all or part of my hospital record as may be necessary (including any treatment for alcohol or drug abuse or dependence), to determine benefit entitlement and process payment claims for health care services provided.

MEDICARE CERTIFICATION RELEASE

I certify that the information given by me in applying for payment under title XVIII and title XIX of the social security act is correct. I authorize any holder of medical or other information about me to release to the social security administration intermediaries or carriers any information needed for this or a related Medicare claim. I request that payment of authorized benefits be made on my behalf to the hospital or to the physician who accepts assignment.

PERSONAL EFFECTS AND VALUABLES

I understand that the hospital shall not be liable for the loss or damage of any personal effects or valuables (money, jewelry, glasses, dentures, documents, clothing, etc.) Unless such items are deposited in the hospital safe. The hospital will not be liable in excess of \$50 for the loss or damage of any personal effects or valuables deposited within the hospital safe.

ABOUT YOUR BILL

I understand that I will receive a bill from the hospital for provision of the hospital services, including staff and equipment, and for any supplies or medicines utilized. I will also receive a bill from any physician who provides professional care to me. For example, I may receive a separate bill from one or more of the following types of physicians who render services to me: my attending physician or personal physician, emergency room physician, radiologist, anesthesiologist, pathologist, or any other specialist.

ASSIGNMENT OF INSURANCE BENEFITS/DIRECT PAYMENT/AUTHORIZED REPRESENTATIVE/AGENT

I hereby assign to the hospital, all of my rights, benefits, privileges, protections, claims, causes of action, interests or recovery, to any and all rights, benefits, privileges, protections, claims, causes of action, interests, or recovery of any type whatsoever receivable by me or on my behalf arising out of any policy of insurance, plan, trust, fund, or otherwise providing health care coverage of any type to me for to any other third party responsible for me) for the charges for services rendered to me by the hospital. This includes, without limitation, any private or group health/hospitalization plan, automobile liability, general liability, personal injury protection, medical payments, uninsured or underinsured motor vehicle benefits, settlements/judgments/verdicts, self-funded plan, trust, workers compensation, MEWA, collective, or any other third-party payer (collectively, "coverage source").

I authorize and direct payment be made by any and all coverage source directly to the hospital of all benefits, payments, monies, checks, funds, wire transfer or recovery of any kind whatsoever from any coverage source. I also agree to assist the hospital in pursuing payment from any coverage source. This includes, without limitation, signing documents requested or needed to pursue claims and appeals, getting documents from coverage source, or otherwise to support payment to the hospital. I also direct and agree that any payments of any kind (i.e., checks, funds, payments, monies, benefits or recovery for coverage of services by the hospital that is sent directly to me (or to another third party responsible for me) will be sent and turned over immediately by me to the hospital, through whatever means necessary. This includes, without limitation, me and if needed any guardian endorsing over any checks and/or other documents to the hospital. I also understand that I am financially responsible for charges not paid according to this provision, to the full extent permitted by law.

I hereby authorize and designate the hospital as my authorized agent and representative to act on my behalf with respect to all matters related to all of my rights, benefits, privileges, protections, claims, causes of action, interests or recovery arising out of any coverage source. This includes, without limitation, the hospital requesting verification of coverage/pre-certification/authorization, filing pre-service and post-service claims and appeals, receiving all information, documentation, summary plan descriptions, bargaining agreements, trust agreements, contracts, and any instruments under which the plan is established or operated, as well as receiving any policies, procedures, rules, guidelines, protocols or other criteria considered by the coverage source, in connection with any claims, appeals, or notifications related to claims or appeals.

STATEMENT OF FINANCIAL RESPONSIBILITY

I understand that I am financially and legally responsible for charges not covered in full by any third party, to the full extent permitted by law. I further agree that should I not pay any balance owed by me within thirty (30) days after the date of discharge, my account will be considered delinquent. I agree to pay costs of collection, including reasonable attorney's fees and costs, collection agency fees and costs, and interest which shall accrue at the maximum rate allowed by law.

CONSENT TO CONTACT

By providing us with your landline or cell phone number(s), you give your consent for us, our agents, and to our collection agents, to contact you at these numbers, or, at any number that is later acquired for you, and, to leave live, or pre-recorded messages regarding any accounts or services. For greater efficiency, calls may be delivered by an auto dialer.

MSA07130



Page 1 of 2

3076373



Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 3076373

Page 2 of 2

Priors
Meals

1304 West Bo Bo Newsom Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

ACCOUNT NO.	MEDICAL RECORDS NO.
9124227	0000015692

PRINCIPAL DIAGNOSIS (The condition established after study to be chiefly responsible for occasioning the admission of the patient to the HOSPITAL for care).

Diagnosis Codes (Primary)

(2) (3) (4) (5) (6) (7) (8) (9)

COMPLICATIONS

COMORBIDITY (ES)

PRINCIPAL PROCEDURE

Procedure Codes/Dates

(1):
(4):

5

(3) =
(6) =

AS001A



9124227



0000015692

Patient:GOODWIN, PAMELA R

MRN:8330000015692 Encounter:9124227

Page 1 of 1

eAbstract Summary
CPRM-Hartsville 833

Medical Record # 0000015692 Encounter # 9124227 Name GOODWIN, PAMELA

Admission Date	07/18/2014	Encounter Type	Emergency
Discharge Date	07/18/2014	Race	N
Birthdate	07/06/1965	Primary Payer	P-Private Pay
		Sex	Female
Admission Type	Emergency	LOS	1
Admission Source	Physician Referral	Admission Service	Emergency Medicine
Discharge Disposition	Home	Discharge Service	Emergency Medicine

Admit MD 2205 JOKL, RUDOLF
 Discharge MD 2205 JOKL, RUDOLF

RVDX	7840	HEADACHE
Princ Diag	8470	SPRAIN OF NECK
Other Diag	8409	SPRAIN SHOULDER/ARM NOS
Other Diag	9221	CONTUSION OF CHEST WALL
Other Diag	92401	CONTUSION OF HIP
Other Diag	E8121	MV COLLISION NOS-PASNGR
Other Diag	3051	TOBACCO USE DISORDER

Charge Code	71020	Chest x-ray 2vw frontal&lat	7/18/2014
Charge Code	72040	X-ray exam neck spine 2-3 vw	7/18/2014
Charge Code	73030 RT	X-RAY EXAM OF SHOULDER	7/18/2014
Charge Code	73310 RT	X-RAY EXAM OF HIP	7/18/2014

Coded	07/19/2014	MMENIO1
Bill Submitted	07/19/2014	MMENIO1
Abstracted	07/19/2014	MMENIO1
Abstract Status:	Complete	

Report: PAB120
07/19/2014 17:31:42
Requested By: WEBUSER

Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 633
Page: 1

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
Med. Rec: 15692 Pat. Type: E
Type: MED:EDPN Dict: 07/18/2014 12:04 EDPN9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
Discharge: 07/18/2014 13:31
Location: 0
Transcribed: 07/18/2014 13:31

Physician Documentation

Carolina Pines Regional Medical Center

Name: Pamela Goodwin

Age: 49 yrs

Sex: Female

DOB: 07/06/1965

MRN: 0000015692

Arrival Date: 07/18/2014

Time: 12:04

Account#: 9124227

Bed: F18

Private MD:

ED Physician: Jokl, Rudolf

HPI:

07/18

12:37 This 49 yrs old Caucasian Female presents to ER via Walk-in with complaints of Motor Vehicle Collision (MVC). eg

12:37 The patient was a front seat passenger of a car. The patient was restrained by a lap belt, with a shoulder harness, and air bag was not deployed. the vehicle was T-boned, on the passenger side, and was traveling at moderate speed. The vehicle did not rollover, the patient was not ejected from the vehicle, extrication of the patient from vehicle was not required, the patient was ambulatory at the scene. Onset: The symptoms/episode began/occurred acutely, yesterday. Associated injuries: The patient sustained neck injury, pain with movement, tenderness, injury to the chest, contusion, pain with movement, swelling, tenderness, right hip, contusion, painful injury, swelling. Associated signs and symptoms: Pertinent positives: headache, Pertinent negatives: abdominal pain, blurred vision, chest pain, confusion, incontinence, memory problems, nausea, numbness, pelvic pain, shortness of breath, seizure, tingling, vomiting, weakness, Loss of consciousness: the patient experienced no loss of consciousness. Severity of symptoms: At their worst the symptoms were moderate, in the emergency department the symptoms are unchanged. The patient has not experienced similar eg

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07/19/2014 17:31:42
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Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:2

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/08/1966
Req By: JOKL, RUDOLF
Med. Rec: 15692 Pat Type: E
Type: MED:EDPN Dict.: 07/18/2014 12:04 EDPN9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
Discharge: 07/18/2014 13:31
Location: 0
Transcribed: 07/18/2014 13:31

symptoms in the past. The patient has not recently seen a physician.

Historical:

- Allergies: No known Allergies;
- Home Meds:
 - 1. None
- PMHx: NONE; Urinary Tract Infection (UTI) (May 12, 2013);
- PSHx: cancer cervix;
- History obtained from: patient. patient.
- Immunization history: Last tetanus immunization: unknown
Pneumococcal vaccine status is unknown. Flu vaccine status is unknown.
- Social history: Smoking status: Patient uses tobacco products, current every day smoker. No barriers to communication noted, The patient speaks fluent English, Smoking status: Patient uses tobacco products, current every day smoker. Patient/guardian denies using alcohol, street drugs, Race: White, Ethnicity: Not Hispanic or Latino No barriers to communication noted, The patient speaks fluent English, The patient lives with spouse.
- Family history: Not pertinent.

Disposition:

13:25 Electronically authenticated by: Eric Grant, PA. eg
15:27 Attestation: I have reviewed the NP/PA documentation, treatment rj
plan, and medical decision making. Electronically authenticated by:
Electronically signed. Rudolf Jokl, MD.

Disposition Summary:

07/18/14 13:25 Discharged to Home/Self Care. MSE completed.. Impression:
Myofascial Cervical Strain, Shoulder Sprain, Chest
Contusion, Hip Contusion.
- Condition is Stable.
- Discharge Instructions: Contusion, Chest Contusion, Hematoma,
Motor Vehicle Collision, Muscle Strain.

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Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
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Cold: 833
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Report Status: F

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DOB: 07/06/1965
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Type: MED:EDPN Dict: 07/18/2014 12:04 EDPN9124227
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Admit: 07/18/2014 12:04
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Transcribed: 07/18/2014 13:31

- Prescriptions for Motrin 800 mg Oral Tablet - take 1 tablet by ORAL route every 8 hours As needed; 30 tablet. Norco 5- 325 mg Oral Tablet - take 1 tablet by ORAL route every 6 hours As needed; 12 tablet. Zanaflex 4 mg Oral Tablet - take 1 tablet by ORAL route every 8 hours As needed; 20 tablet.
- Medication Reconciliation Form form.
- Follow up: Private Physician; When: 2 - 3 days; Reason: Recheck today's complaints, Continuity of care.
- Problem is new.
- Symptoms are unchanged.

ROS:

12:39 Constitutional: Negative for fever, chills, and weight loss, Eyes: eg Negative for injury, pain, redness, and discharge, ENT: Negative for injury, pain, and discharge, Respiratory: Negative for shortness of breath, cough, wheezing, and pleuritic chest pain, Abdomen/GI: Negative for abdominal pain, nausea, vomiting, diarrhea, and constipation, Abdomen is soft, nontender, obese. No organomegaly Back: Negative for injury and pain. All other systems are reviewed and negative. Neck: Positive for pain with movement, stiffness, tenderness. Cardiovascular: Positive for chest pain, with movement, Negative for edema, orthopnea, palpitations. MS/extremity: Positive for contusion, ecchymosis, swelling, tenderness. Skin: Positive for ecchymosis, swelling. Neuro: Positive for headache.

Exam:

12:40 Constitutional: This is a well developed, well nourished patient eg who is awake, alert, and in no acute distress.
Head/Face: Normocephalic, atraumatic.
Eyes: Pupils equal round and reactive to light, extra-ocular motions intact. Lids and lashes normal. Conjunctiva and sclera

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Physician Chart
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1304 W. BOBO NEWSOM HWY
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Cold: 833
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Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/08/1965
Req By: JOKL, RUDOLF
Med Rec: 15692 Pat Type: E
Type: MED:EDPN Dict.: 07/18/2014 12:04 EDPN9124227
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are non-icteric and not injected. Cornea within normal limits.
Periorbital areas with no swelling, redness, or edema.

ENT: Nares patent. No nasal discharge, no septal abnormalities noted. Tympanic membranes are normal and external auditory canals are clear. Oropharynx with no redness, swelling, or masses, exudates, or evidence of obstruction, uvula midline. Mucous membranes moist.

Cardiovascular: Regular rate and rhythm with a normal S1 and S2. No gallops, murmurs, or rubs. Normal PMI, no JVD. No pulse deficits.

Respiratory: Lungs have equal breath sounds bilaterally, clear to auscultation and percussion. No rales, rhonchi or wheezes noted. No increased work of breathing, no retractions or nasal flaring.

Abdomen/GI: Soft, non-tender, with normal bowel sounds. No distension or tympany. No guarding or rebound. No evidence of tenderness throughout.

12:40 Neuro: Awake and alert, GCS 15, oriented to person, place, time, eg and situation. Cranial nerves II-XII grossly intact. Motor strength 5/5 in all extremities. Sensory grossly intact. Cerebellar exam normal. Normal gait.

12:40 Neck: External neck: tenderness, that is moderate, of the right mid cervical area, lower cervical area and right trapezius, C-spine: appears grossly normal, no vertebral tenderness, no crepitus, Trachea: is midline with no obvious abnormalities, ROM/movement: pain, that is moderate, with any movement.

12:40 Chest/axilla: Inspection: ecchymosis, that is moderate, Palpation: tenderness, that is moderate, that totally reproduces the patient's complaints.

12:40 Back: pain, is absent, ROM is normal, normal spinal alignment noted, CVA tenderness, is absent, vertebral tenderness, is not appreciated, muscle spasm, is not present, Straight leg raises: of both lower extremities does not illicit pain.

12:40 Musculoskeletal/extremity: Extremities: grossly normal except: noted in the right hip: ecchymosis, pain, swelling, tenderness, noted in the right scapular area: contusion, ecchymosis, pain,

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Physician Chart
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Cold: 833
Page: 5

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
Med. Rec: 15692 Pat. Type: E
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Physician: JOKL, RUDOLF

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swelling, tenderness, ROM: intact in all extremities, Circulation is intact in all extremities. Sensation intact. Compartment Syndrome exam of affected extremity: is normal. Joints: All joints appear normal with full range of motion. Tendon exam: specific tendon testing normal through active and passive range of motion
12:40 Skin: injury, contusion(s), that are deep, of the back and right hip.

Vital Signs:

12:18 BP 133 / 77; Pulse 76; Resp 16; Temp 97.9; Pulse Ox 99% ; Weight mp1
63.5 kg; Height 5 ft. 0 in. (152.40 cm);
12:18 Body Mass Index 27.34 (63.50 kg, 152.40 cm) mp1

MDM:

12:30 Patient medically screened. eg
13:25 Data reviewed: vital signs, nurses notes, radiologic studies, plain eg
films. Counseling: I had a detailed discussion with the patient
and/or guardian regarding: the historical points, exam findings,
and any diagnostic results supporting the discharge/admit
diagnosis, radiology results, to return to the emergency department
if symptoms worsen or persist or if there are any questions or
concerns that arise at home.

07/18

12:37 Order name: C Spine 2-3V eg

07/18

13:24 Interpretation: Normal Except: per rad: loss of lordosis. no acute eg
bony abnormality.

07/18

12:37 Order name: Chest Pa T Lateral eg

07/18

13:24 Interpretation: Normal: per rad: no acute pathology. eg

07/18

12:37 Order name: Hip Min 2v eg

07/18

Report: PAB120
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Physician Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
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Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R

DOB: 07/08/1965

Req By: JOKL, RUDOLF

Med. Rec: 15692

Pat. Type: E

Type: MED:EDPN Dict.: 07/18/2014 12:04 EDPN9124227

Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04

Gender: FEMALE

Discharge: 07/18/2014 13:31

Location: 0

Transcribed: 07/18/2014 13:31

13:24 Interpretation: Normal: per rad: no acute pathology.

eg

07/18

12:42 Order name: Shoulder Complete Min 2v

eg

07/18

13:24 Interpretation: Normal: per rad: no acute pathology seen.

eg

Dispensed Medications:

No medications were administered

Signatures:

Dispatcher MedHost

EDMS

Plyler, Melissa, RN

RN mpl

Spencer, Patricia, RN

RN pls

Grant, Eric, PA

PA eg

Jokl, Rudolf, MD

MD rj

Report: PAB120
07/19/2014 17:31:35
Requested By: WEBUSER

Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
Med. Rec: 15692
Type: MED:EDNN Dict: 07/18/2014 12:04 EDNN9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
Discharge: 07/18/2014 13:31
Location: 0
Transcribed: 07/18/2014 13:31

Nurse's Notes

Carolina Pines Regional Medical Center

Name: Pamela Goodwin

Age: 49 yrs

Sex: Female

DOB: 07/06/1965

MRN: 0000015692

Arrival Date: 07/18/2014

Time: 12:04

Account#: 9124227

Bed F18

Private MD:

Diagnosis: Myofascial Cervical Strain; Shoulder Sprain; Chest Contusion; Hip Contusion

Presentation:

07/18

12:16 Presenting complaint: Patient states: nvc yesterday - rest. pass - pain to rt shoulder, arm and hip. Transition of care: patient was not received from another setting of care. mp1

12:16 Method Of Arrival: Walk-in mp1

12:16 Acuity: ESI 3 mp1

Triage Assessment:

12:17 General: Appears in no apparent distress, Behavior is cooperative. Pain: Complains of pain in rt shoulder, arm and hip Pain currently is 8 out of 10 on a pain scale. Suicide Risk Assessment: Total Suicide Risk Assessment Score: Less than 3 (Minimal noted risk for suicide). mp1

Historical:

- Allergies: No known Allergies;
- Home Meds:
 1. None
- PMHx: NONE; Urinary Tract Infection (UTI) (May 12, 2013);

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 9124227

Page 1 of 4

Report: PAB120
07/19/2014 17:31:35
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Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 2

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Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
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Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
Discharge: 07/18/2014 13:31
Location: 0
Transcribed: 07/18/2014 13:31

- PSHx: cancer cervix;
- History obtained from: patient. patient.
- Immunization history: Last tetanus immunization: unknown
Pneumococcal vaccine status is unknown. Flu vaccine status is unknown.
- Social history: Smoking status: Patient uses tobacco products, current every day smoker. No barriers to communication noted, The patient speaks fluent English, Smoking status: Patient uses tobacco products, current every day smoker. Patient/guardian denies using alcohol, street drugs, Race: White, Ethnicity: Not Hispanic or Latino No barriers to communication noted, The patient speaks fluent English, The patient lives with spouse.
- Family history: Not pertinent.

Screening:

12:28 Abuse screen: Denies threats or abuse. Tuberculosis screening: pls
Never had TB. Fall Risk: None identified (0 points). Pneumonia
Screening: Total Score: 0 Pts., no action required at this time.

Assessment:

12:28 Present on Arrival: Central Line: NO. Foley Catheter: NO. pls
Wound/Pressure Ulcer: NO. Nursing diagnosis: Alteration in comfort:
Patient/family educated on and included in the plan of care related
to multiple pain sites.

Vital Signs:

12:18 BP 133 / 77; Pulse 76; Resp 16; Temp 97.9; Pulse Ox 99% ; Weight mp1
63.5 kg; Height 5 ft. 0 in. (152.40 cm);
12:18 Body Mass Index 27.34 (63.50 kg, 152.40 cm) mp1

ED Course:

12:04 Patient arrived in ED. pg
12:17 Triage completed. mp1
12:19 Arm band placed on right wrist. Patient placed in exam room on mp1

Report:PAB120
07/18/2014 17:31:35
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Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:3

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
Med. Rec: 15692 Pat. Type: E
Type: MED:EDNN Dict: 07/18/2014 12:04 EDNN9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
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Location: 0
Transcribed: 07/18/2014 13:31

stretcher.
12:28 Grant, Eric, PA is PHCP. eg
12:28 Jokl, Rudolf, MD is Attending Physician. eg
12:28 Patient has correct armband on for positive identification. Bed in pls
low position. Call light in reach. sitting on side of stretcher.
12:30 Spencer, Patricia, RN is Primary Nurse. pls
12:39 Patient moved to radiology. pls
12:59 CHEST PA T LATERAL+RADIOLOGY - DIAGNOSTIC returned.
13:00 SPINE CERVICAL 2-3V+RADIOLOGY - DIAGNOSTIC returned. EDMS
13:01 SHOULDER 2V+RADIOLOGY returned. EDMS
13:05 Patient moved back from radiology. pls
13:06 ED Rounding: Pain Reassessment: remains unchanged at this time Call pls
light is within patient's reach, and patient has been educated on
it's use. Family Update: Family remains at patient's bedside and
has been updated on status of patient's condition Pending Items
and/or Delays: Patient awaiting diagnostics at this time Patient
has been instructed that nurse will re-visit within 30 minutes.
13:30 ED Rounding: Pain Reassessment: remains unchanged at this time Call pls
light is within patient's reach, and patient has been educated on
it's use. Family Update: Family remains at patient's bedside and
has been updated on status of patient's condition Pending Items
and/or Delays: Patient is not awaiting any further diagnostics
and/or procedures at this time Return visit by nurse has not been
addressed with patient at this time.
13:30 No procedures required assistance by the nurse. pls
14:03 HIP MIN 2V+RADIOLOGY - DIAGNOSTIC returned. EDMS
22:10 SPINE CERVICAL 2-3V+RADIOLOGY - DIAGNOSTIC returned. EDMS

Administered Medications:
No medications were administered

Outcome:
13:25 Discharge ordered by MD. eg
13:31 Discharged to home ambulatory, with family. pls

Report:PAB120
07/18/2014 17:31:35
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Nurse Chart
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
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Cold: 633
Page: 4

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
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Type: MED:EDNN Dict.: 07/18/2014 12:04 EDNN9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
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Discharge: 07/18/2014 13:31
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13:31 Braden Scale-Adult not applicable, the patient was discharged.
13:31 Discharge instructions given to patient, family, Instructed on
discharge instructions, follow up and referral plans. medication
usage, Demonstrated understanding of instructions, medications,
Prescriptions given X 3
13:31 Discharge Assessment: vital signs assessed, Skin Assessment
completed. patient awake and alert no apparent distress
13:31 Patient left the ED.

pls

Signatures:

Dispatcher MedHost	EDMS
Griggs, Petina, Reg	Reg pg
Plyler, Melissa, RN	RN mpl
Spencer, Patricia, RN	RN pls
Grant, Eric, PA	PA eg.

Report: PAB120
07/19/2014 17:32:07
Requested By: WEBUSER

Disposition Summary
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
Med. Rec: 15692 Pat. Type: E
Type: MED:EDDS Dct.: 07/18/2014 12:04 EDDS9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
Discharge: 07/18/2014 13:31
Location: 0
Transcribed: 07/18/2014 13:31

Discharge Summary

Carolina Pines Regional Medical Center

Name: Pamela Goodwin

Emergency Department

Age: 49 yrs

Sex: Female

DOB: 07/06/1965

MRN: 0000015692

Arrival: 07/18/2014

12:04

Account#: 9124227

Departure Date: 07/18/2014

Departure Time: 13:31

Private MD:

Outcome: Discharge

Location: Home/Self Care. MSE completed.

Condition: Stable

Chief Complaint: Motor Vehicle Collision (MVC)

Diagnosis: Myofascial Cervical Strain, Shoulder Sprain, Chest
Contusion, Hip Contusion

Prescriptions: Motrin 800 mg Oral Tablet - take 1 tablet by ORAL
route every 8 hours As needed; 30 tablet, Norco 5-325 mg Oral
Tablet - take 1 tablet by ORAL route every 6 hours As needed; 12
tablet, Zanaflex 4 mg Oral Tablet - take 1 tablet by ORAL route
every 8 hours As needed; 20 tablet

Follow up:

Custom Notes:

Attending Physician: Jokl, Rudolf, MD

Private MD:

Mid Level Provider: Grant, Eric, PA

Orders: C Spine 2-3V, Chest Pa T Lateral, Hip Min 2v, Shoulder
Complete Min 2v

Discharge Instruction: Discharge Summary Sheet, Contusion, Chest
Contusion, Hematoma, Motor Vehicle Collision, Muscle Strain,

Report:PAB120
07/19/2014 17:32:07
Requested By: WEBUSER

Disposition Summary
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:2

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
Med. Rec: 15692 Pat.Type: E
Type: MED:EDDS Dict.: 07/18/2014 12:04 EDDS9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
Discharge: 07/18/2014 13:31
Location: 0
Transcribed: 07/18/2014 13:31

Medication Reconciliation Form

Report:PAB120
07/18/2014 17:31:45
Requested By: WEBUSER

Order Summary
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:1

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
Med. Rec: 15692 Pat. Type: E
Type: MED:EDOS Dict.: 07/18/2014 12:04 EDOSS9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
Discharge: 07/18/2014 13:31
Location: 0
Transcribed: 07/18/2014 13:31

Order Summary

Name:Pamela Goodwin

MRN:0000015692

49 yrs

/Caucasian

/Female

Arrival:07/18/2014

12:04

Chief Complaint:Motor Vehicle Collision (MVC)

Departure Date07/18/2014

Departure Time13:31

Orders:

Radiology

Order: Shoulder Complete Min 2v; Ordered: 07/18 12:42; By: eg; For:
eg; Partial Results: 07/18 15:19; By: EDMS; Notes: Bed Name: F18;
Order Method: Electronic

Order: Chest Pa T Lateral; Ordered: 07/18 12:37; By: eg; For: eg;
Partial Results: 07/18 15:14; By: EDMS; Notes: Bed Name: F18;
Order Method: Electronic

Order: Hip Min 2v; Ordered: 07/18 12:37; By: eg; For: eg; Partial
Results: 07/18 15:12; By: EDMS; Notes: Bed Name: F18; Order
Method: Electronic

Order: C Spine 2-3V; Ordered: 07/18 12:37; By: eg; For: eg;
Returned: 07/18 22:10; By: EDMS; Notes: Bed Name: F18; Order
Method: Electronic

Order Signatures:

Grant, Eric, PA, PA, eg;

Report: PAB120
07/18/2014 17:31:45
Requested By: WEBUSER

Order Summary
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

Report Status: F

Pat Nbr: 9124227 GOODWIN, PAMELA R
DOB: 07/06/1965
Req By: JOKL, RUDOLF
Med. Rec: 15592 Pat. Type: E
Type: MED:EDOS Dct.: 07/18/2014 12:04 EDOS9124227
Physician: JOKL, RUDOLF

Admit: 07/18/2014 12:04
Gender: FEMALE
Discharge: 07/18/2014 13:31
Location: 0
Transcribed: 07/18/2014 13:31

Order Summary

Name: Pamela Goodwin
MRN: 0000015692

49 yrs

/Caucasian

/Female

Arrival: 07/18/2014
12:04

Chief Complaint: Motor Vehicle Collision (MVC)

Departure Date: 07/18/2014

Departure Time: 13:31

Orders:

Radiology

Order: Shoulder Complete Min 2v; Ordered: 07/18 12:42; By: eg; For:
eg; Partial Results: 07/18 15:19; By: EDMS; Notes: Bed Name: F18;
Order Method: Electronic

Order: Chest Pa T Lateral; Ordered: 07/18 12:37; By: eg; For: eg;
Partial Results: 07/18 15:14; By: EDMS; Notes: Bed Name: F18;
Order Method: Electronic

Order: Hip Min 2v; Ordered: 07/18 12:37; By: eg; For: eg; Partial
Results: 07/18 15:12; By: EDMS; Notes: Bed Name: F18; Order
Method: Electronic

Order: C Spine 2-3V; Ordered: 07/18 12:37; By: eg; For: eg;
Returned: 07/18 22:10; By: EDMS; Notes: Bed Name: F18; Order
Method: Electronic

Order Signatures:

Grant, Eric, PA, PA, eg;

Report: PAB120
07/19/2014 02:09:32
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY.
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD SPINE CERVICAL 2-3V	Order #: 6449543	Account: 9124227
Medical Record Number: 0000015692	DOB: 07/08/1985	Gender: FEMALE
Status: F	Order Date: 07/18/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 07/18/2014 22:09	Order Time: 12:37	Admit Date: 07/18/2014

PHYSICIANS Dictating: ENTERKIN, JACOB ELIDGE

Signature: ENTERKIN, JACOB ELIDGE

RESULT TEXT

MVC

Reason: MVA; Pain; Pt pregnant?; NO; Bed Name: F18

Procedure Acknowledge Date: 07/18/2014 12:59 PM

CERVICAL SPINE RADIOGRAPHS 0718/14:

INDICATION: Motor vehicle accident, pain.

COMPARISON: None.

FINDINGS: Frontal, lateral, and swimmers view lateral and open mouth odontoid views of the cervical spine were obtained.

No definite acute osseous or alignment abnormality. Loss of cervical lordosis. Prevertebral soft tissues are normal. Mild facet arthropathy change.

IMPRESSION: MINIMAL OSTEOARTHRITIC CHANGE AND LOSS OF CERVICAL LORDOSIS WITHOUT DEFINITE ACUTE OSSEOUS ABNORMALITY.

CMO: 07/18/14, 1531

DT: 07/18/2014 03:32 PM Dictated By: ENTERKIN, JACOB ELIDGE MD

DF: 07/18/2014 10:09 PM Signed By: ENTERKIN, JACOB ELIDGE MD

Report: PAB120
07/19/2014 02:09:33
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD SPINE CERVICAL 2-3V	Order #: 6449543	Account: 9124227
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F 22:09	Order Date: 07/18/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 07/18/2014	Order Time: 12:37	Admit Date: 07/18/2014

PHYSICIANS Dictating: ENTERKIN, JACOB ELIDGE

Signature: ENTERKIN, JACOB ELIDGE

RESULT TEXT

MVC

Reason: MVA; Pain; Pt pregnant?; NO; Bed Name: F18

Procedure Acknowledge Date: 07/18/2014 12:59 PM

CERVICAL SPINE RADIOGRAPHS 0718/14:

INDICATION: Motor vehicle accident, pain.

COMPARISON: None.

FINDINGS: Frontal, lateral, and swimmers view lateral and open mouth odontoid views of the cervical spine were obtained.

No definite acute osseous or alignment abnormality. Loss of cervical lordosis. Prevertebral soft tissues are normal. Mild facet arthropathy change.

IMPRESSION: MINIMAL OSTEOARTHRITIC CHANGE AND LOSS OF CERVICAL LORDOSIS WITHOUT DEFINITE ACUTE OSSEOUS ABNORMALITY.

CMO: 07/18/14, 1531

DT: 07/18/2014 03:32 PM Dictated By: ENTERKIN, JACOB ELIDGE MD
DF: 07/18/2014 10:09 PM Signed By: ENTERKIN, JACOB ELIDGE MD

Report: PAB120
07/21/2014 20:58:01
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD SHOULDER COMP MIN	DISCH#: 6449605	Account: 9124227
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F 16:56	Order Date: 07/18/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 07/21/2014	Order Time: 12:42	Admit Date: 07/18/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason: MVA; Pain; Pt pregnant?: NO; Bed Name: F18

Procedure Acknowledge Date: 07/18/2014 12:59 PM

THREE VIEW STUDY OF THE RIGHT SHOULDER 0718/14:

INDICATION: MVA. Pain.

FINDINGS: Minimal degenerative changes are seen of the acromioclavicular joint. No acute bony abnormality is seen. The right upper chest looks unremarkable.

IMPRESSION: NO ACUTE PATHOLOGY SEEN.

CMO: 07/18/14, 1518

DT: 07/18/2014 03:18 PM

Dictated By: CONNOR, GREGORY S. MD

DF: 07/21/2014 04:56 PM

Signed By: CONNOR, GREGORY S. MD

Report: PAB120
07/21/2014 20:58:02
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD CHEST PA & LATERAL	Order #: 6449544	Account: 9124227
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F	Order Date: 07/18/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 07/21/2014 16:58	Order Time: 12:37	Admit Date: 07/18/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason: Chest pain; MVA; Pt pregnant?; NO; Bed Name: F18

Procedure Acknowledge Date: 07/18/2014 12:58 PM

PA AND LATERAL CHEST 07/18/14:

INDICATION: MVA. Pain.

FINDINGS: No abnormality is seen of the heart, lungs, mediastinum, trachea, or bones. There are a few scattered small calcified granulomas in both upper lung zones, unchanged from old studies.

IMPRESSION: NO ACUTE PATHOLOGY SEEN.

CMO: 07/18/14, 1514

DT: 07/18/2014 03:13 PM Dictated By: CONNOR, GREGORY S. MD

DF: 07/21/2014 04:56 PM Signed By: CONNOR, GREGORY S. MD

Report: PAB120
07/21/2014 20:58:03
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD HIP MIN 2V	Order #: 6449545	Account: 9124227
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F 16:56	Order Date: 07/18/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 07/21/2014	Order Time: 12:37	Admit Date: 07/18/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason: MVA; Pain; Pt pregnant?: NO; Bed Name: F18

Procedure Acknowledge Date: 07/18/2014 01:30 PM

VIEWS OF THE RIGHT HIP 0718/14:

INDICATION: MVA. Pain.

FINDINGS: No acute bony abnormality is seen. There is some mild arthritis, and there is a small cyst in the neck of the femur.

IMPRESSION: NO ACUTE BONY ABNORMALITY SEEN.

CMO: 07/18/14, 1512

DT: 07/18/2014 03:11 PM Dictated By: CONNOR, GREGORY S. MD

DF: 07/21/2014 04:56 PM Signed By: CONNOR, GREGORY S. MD

Report:PAB120
07/21/2014 20:58:08
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:1

RADIOLOGY TEST INFORMATION

Type/source: RAD HIP MIN 2V	Order #: 6449545	Account: 9124227
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F 16:56	Order Date: 07/18/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 07/21/2014	Order Time: 12:37	Admit Date: 07/18/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason;MVA;Pain; Pt pregnant?;NO; Bed Name: F18

Procedure Acknowledge Date: 07/18/2014 01:30 PM

VIEWS OF THE RIGHT HIP 0718/14:

INDICATION: MVA. Pain.

FINDINGS: No acute bony abnormality is seen. There is some mild arthritis, and there is a small cyst in the neck of the femur.

IMPRESSION: NO ACUTE BONY ABNORMALITY SEEN.

CMO: 07/18/14, 1512

DT: 07/18/2014 03:11 PM Dictated By: CONNOR, GREGORY S. MD

DF: 07/21/2014 04:56 PM Signed By: CONNOR, GREGORY S. MD

Report:PAB120
07/21/2014 20:56:09
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold:833
Page:1

RADIOLOGY TEST INFORMATION

Type/source: RAD CHEST PA & LATERAL	Order #: 6449544	Account: 9124227
Medical Record Number: 0000015692	DOB: 07/06/1965	Gender: FEMALE
Status: F	Order Date: 07/18/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 07/21/2014 16:56	Order Time: 12:37	Admit Date: 07/18/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason;Chest pain;MVA; Pt pregnant?;NO; Bed Name: F18

Procedure Acknowledge Date: 07/18/2014 12:58 PM

PA AND LATERAL CHEST 07/18/14:

INDICATION: MVA. Pain.

FINDINGS: No abnormality is seen of the heart, lungs, mediastinum, trachea, or bones. There are a few scattered small calcified granulomas in both upper lung zones, unchanged from old studies.

IMPRESSION: NO ACUTE PATHOLOGY SEEN.

CMO: 07/18/14, 1514

DT: 07/18/2014 03:13 PM Dictated By: CONNOR, GREGORY S. MD

DF: 07/21/2014 04:56 PM Signed By: CONNOR, GREGORY S. MD

Report: PAB120
07/21/2014 20:58:10
Requested By: WEBUSER

Radiology Results
CAROLINA PINES REG MED CENTER
1304 W. BOBO NEWSOM HWY
HARTSVILLE SC 29550

Cold: 833
Page: 1

RADIOLOGY TEST INFORMATION

Type/source: RAD SHOULDER COMP MIN	DOB: 6449605	Account: 9124227
Medical Record Number: 0000015692	DOB: 07/06/1985	Gender: FEMALE
Status: F	Order Date: 07/18/2014	Patient Name: GOODWIN, PAMELA R
Result Date/Time: 07/21/2014 16:56	Order Time: 12:42	Admit Date: 07/18/2014

PHYSICIANS Dictating: CONNOR, GREGORY S.

Signature: CONNOR, GREGORY S.

RESULT TEXT

MVC

Reason: MVA; Pain; Pt pregnant?; NO; Bed Name: F18

Procedure Acknowledge Date: 07/18/2014 12:59 PM

THREE VIEW STUDY OF THE RIGHT SHOULDER 07/18/14:

INDICATION: MVA. Pain.

FINDINGS: Minimal degenerative changes are seen of the acromioclavicular joint. No acute bony abnormality is seen. The right upper chest looks unremarkable.

IMPRESSION: NO ACUTE PATHOLOGY SEEN.

CMO: 07/18/14, 1518

DT: 07/18/2014 03:18 PM

Dictated By: CONNOR, GREGORY S. MD

DF: 07/21/2014 04:56 PM

Signed By: CONNOR, GREGORY S. MD

Discharge Instructions for: Pamela Goodwin

Carolina Pines Regional Medical Center

1304 W. Bobo Newsom Hwy.
Hartsville, SC 29550
843-339-4800

Discharge Instructions for:

Goodwin, Pamela R

Arrival Date:

Friday, July 18, 2014

Thank you for choosing Carolina Pines Regional Medical Center for your care today. The examination and treatment you have received in the Emergency Department today have been rendered on an emergency basis only and are not intended to be a substitute for an effort to provide complete medical care. You should contact your follow-up physician as it is important that you let him or her check you and report any new or remaining problems since it is impossible to recognize and treat all elements of an injury or illness in a single emergency care center visit.

Care provided by: Jokl, Rudolf, MD

Grant, Eric, PA

Diagnosis: Myofascial Cervical Strain; Shoulder Sprain; Chest Contusion; Hip Contusion

DISCHARGE INSTRUCTIONS	FORMS
Contusion Chest Contusion Hematoma Motor Vehicle Collision Muscle Strain	Medication Reconciliation Form
FOLLOW UP INSTRUCTIONS	PRESCRIPTIONS
Private Physician When: 2 - 3 days; Reason: Recheck today's complaints, Continuity of care	Motrin Norco Zanaflex
SPECIAL NOTES	
None	

I hereby acknowledge that I have received and understand the above instructions and prescriptions (if any).

Pamela Goodwin

Pamela Goodwin

MRN # 0000015692

X-RAYS and LAB TESTS:

If you had x-rays today they were read by the emergency physician. Your x-rays will also be read by a radiologist within 24 hours. If you had a culture done, it will take 24 to 72 hours to get the results. If there is a change in the x-ray diagnosis or a positive culture, we will contact you. Please verify your current phone number prior to discharge at the check out desk.

MEDICATIONS:

If you received a prescription for medication(s) today, it is important that when you fill this you let the pharmacist know all the other medications that you are on and any allergies you might have. It is also important that you notify your follow-up physician of all your medications including the prescriptions you may receive today.



Chart Copy

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 9124227

Page 1 of 1



1304 West Bo Bo Newsom Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

CONDITIONS OF TREATMENT AND ADMISSION

PATIENT'S NAME GOODWIN, PAMELA R ATTENDING PHYSICIAN JOKL, RUDOLF
ACCOUNT NO. 9124227 DATE & TIME OF ADMISSION 07/18/2014 12:04

FRAUD

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, or files a statement of claim containing false, incomplete or misleading information may be subject to prosecution under applicable law.

ADVANCE DIRECTIVE (FOR ADMISSION TO HOSPITAL ONLY)

If I am to be admitted to the hospital, I have been given written materials about my right to accept or refuse medical treatment. I have been informed of my rights to formulate advance directives. I understand that I am not required to have an advance directive in order to receive medical treatment at this hospital. I understand that the hospital and my caregivers will follow the terms of any advance directive that I have executed to the extent permitted by law.

INITIAL AND COMPLETE THE FOLLOWING OPTION THAT APPLIES:

- ☒ I have executed an advance directive and will provide a copy of this for my medical record within a reasonable amount of time.
- ☐ I have not executed an advance directive and do not wish to do so.
- ☐ I wish to complete an advance directive during this hospitalization. (follow-up done by _____ date _____)
- ☐ Do you want to designate a family member or other individual with whom the provider may discuss your medical condition?

Yes ☐ No ☐ Family Member _____ Relationship _____ When _____

At any time the patient may revoke or modify this specific authorization to allow a family member to discuss your medical condition by submitting a request in writing.

- ☒ I certify that I have read (or have been read) the above consents and certifications and understand and agree with them.

Date: 7/18/14
MONTH DAY YEAR

Pamela Renee Goodwin
SIGNATURE OF PATIENT OR LEGALLY AUTHORIZED REPRESENTATIVE

WITNESS [Signature]

PRINT NAME OF PERSON ABOVE



8337110



0000015692

Page 1 of 2



9124227

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 9124227

Page 1 of 2



1104 West Ro Bo Newsum Hwy
Hartsville, SC 29550
Telephone: 843-339-2100

CONDITIONS OF TREATMENT AND ADMISSION

PATIENT'S NAME GOODWIN, PAMELA R ATTENDING PHYSICIAN JOKL, RUDOLF
ACCOUNT NO. 9124227 DATE & TIME OF ADMISSION 07/18/2014 12:04

CONSENT TO HOSPITAL CARE AND TREATMENT

I am presenting myself for emergency service and/or admission to the hospital and I voluntarily consent to the rendering of such care, including diagnostic tests and medical treatment, by authorized agents and employees of the hospital, and by its medical staff, or their designees, as may in their professional judgment be deemed necessary or beneficial to my well being.

I acknowledge and understand that many of the physicians on the staff of this hospital, including the attending physicians named above, and radiologists, anesthesiologists, pathologists and emergency physicians are not employees or agents of the hospital, but rather are independent contractors who have been granted the privilege of using the hospital facilities for the care and treatment of their patients. I agree to accept their care even though they are not employed by the hospital.

I understand that the examination and treatment that I receive on an emergency basis is not intended as a substitution or replacement for complete medical care.

CONSENT TO RELEASE INFORMATION

I hereby authorize the hospital to disclose to insurance companies, including workers compensation carriers, or other parties that may be liable for all or part of the hospital and/or physicians charges, all or part of my hospital record or may be necessary (including any treatment for alcohol or drug abuse or dependence), to determine benefits entitlement and process payment claims for health care services provided.

MEDICARE CERTIFICATION RELEASE

I certify that the information given by me in applying for payment under title XVIII and title XIX of the social security act is correct. I authorize any holder of medical or other information about me to release to the social security administration intermediaries or carriers any information needed for this or a related Medicare claim. I request that payment of authorized benefits be made on my behalf to the hospital or to the physician who accepts assignment.

PERSONAL EFFECTS AND VALUABLES

I understand that the hospital shall not be liable for the loss or damage of any personal effects or valuables (money, jewelry, glasses, dentures, documents, clothing, etc.) Unless such items are deposited in the hospital safe. The hospital will not be liable in excess of \$50 for the loss or damage of any personal effects or valuables deposited within the hospital safe.

ABOUT YOUR BILL

I understand that I will receive a bill from the hospital for provision of the hospital services, including staff and equipment, and for any supplies or medicines utilized. I will also receive a bill from any physician who provides professional care to me. For example, I may receive a separate bill from one or more of the following types of physicians who render services to me: my attending physician or personal physician, emergency room physician, radiologist, anesthesiologist, pathologist, or any other specialist.

ASSIGNMENT OF INSURANCE BENEFITS/DIRECT PAYMENT/AUTHORIZED REPRESENTATIVE/AGENT

I hereby assign to the hospital, all of my rights, benefits, privileges, protections, claims, causes of action, interests or recovery, to any and all rights, benefits, privileges, protections, claims, causes of action, interests, or recovery of any type whatsoever receivable by me or on my behalf arising out of any policy of insurance, plan, trust, fund, or otherwise providing health care coverage of any type to me (or to any other third-party responsible for me) for the charges for services rendered to me by the hospital. This includes, without limitation, any private or group health/hospitalization plan, automobile liability, general liability, personal injury protection, medical payments, uninsured or underinsured motor vehicle benefits, settlements/judgments/verdicts, self-funded plan, trust, workers compensation, MEVIA, collective, or any other third-party payor (collectively, "coverage source").

I authorize and direct payment be made by any and all coverage source directly to the hospital of all benefits, payments, monies, checks, funds, wire transfers, recovery of any kind whatsoever from any coverage source. I also agree to assist the hospital in pursuing payment from any coverage source. This includes, without limitation, signing documents requested or needed to pursue claims and appeals, getting documents from coverage sources, or otherwise to support payment to the hospital. I also direct and agree that any payments of any kind (e.g., checks, funds, payments, monies, benefits or recovery for coverage of services by the hospital that is sent directly to me (or to another third party responsible for me) will be sent and turned over immediately by me to the hospital, through whatever means necessary. This includes, without limitation, me and if needed any guardian and/or any other documents to the hospital. I also understand that I am financially responsible for charges not paid according to this provision, to the full extent permitted by law.

I hereby authorize and designate the hospital as my authorized agent and representative to act on my behalf with respect to all matters related to all of my rights, benefits, privileges, protections, claims, causes of action, interests or recovery arising out of any coverage source. This includes, without limitation, the hospital requesting verification of coverage/pre-certification/authorization, filing pre-service and post-service claims and appeals, receiving all information, documentation, summary plan descriptions, bargaining agreements, trust agreements, contracts, and any instruments under which the plan is established or operated, as well as receiving any policies, procedures, rules, guidelines, protocols or other criteria considered by the coverage source, in connection with any claims, appeals, or notifications related to claims or appeals.

STATEMENT OF FINANCIAL RESPONSIBILITY

I understand that I am financially and legally responsible for charges not covered in full by any third party, to the full extent permitted by law. I further agree that should I not pay any balance owed by me within thirty (30) days after the date of discharge, my account will be considered delinquent. I agree to pay costs of collection, including reasonable attorney's fees and costs, collection agency fees and costs, and interest which shall accrue at the maximum rate allowed by law.

CONSENT TO CONTACT

By providing us with your landline or cell phone number(s), you give your consent for us, our agents, and to our collection agents, to contact you at these numbers, or, at any number that is later acquired for you, and, to leave live, or pre-recorded messages regarding any accounts or services. For greater efficiency, calls may be delivered by an auto dialer.



6337110



0000015692

Page 1 of 2



9124227

Patient: GOODWIN, PAMELA R

MRN: 8330000015692 Encounter: 9124227

Page 2 of 2

Attorney
~~Attorney~~
Tax ID

EXHIBIT C

Print or type
See Specific Instructions on page 2.

AKIM ANASTOPOUL
Business name/disregarded entity name, if different from above
ANASTOPOUL LAW FIRM, LLC

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership): _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
2557 ASHLEY PHOSPHATE ROAD
 City, state, and ZIP code
NORTH CHARLESTON, SC 29418
 List account number(s) here (optional) _____

Requestor's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

Employer identification number
45-2775649

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here: Signature of U.S. person **Robertan Rodush Accountant** Date **8/20/14**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/wo9. Information about any future developments affecting Form W-9 (such as legislation enacted after its release) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct for you are waiting for a number to be issued.
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A composite trust (as defined in Regulations section 201.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 8-2013)

EXHIBIT E

FILED

2017 DEC 18 PM 12:39

SCOTT R. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

)
)
)

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT
C/A No.: 2015-CP-14-040

Fred Floyd,

Plaintiff,

vs.

Palmer H. Tanner,

Defendant.

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT**

This matter came before the Court for a Motion hearing on September 7, 2016. Counsel in attendance for the parties were Katie M. Wilensky, Esq., on behalf of Plaintiff Fred Floyd, and Todd E. Rigler, Esq., on behalf of Defendant Palmer H. Tanner. This case arises out of a motor vehicle accident that occurred on September 3, 2013. The instant motion is Defendant's Motion for Summary Judgment on the affirmative defense of accord and satisfaction and/or Motion to Enforce Settlement.

The Court has considered all of the arguments of counsel raised at the motion hearing, the various memoranda of law filed by the parties, and any accompanying case law and other documents submitted to the Court.

STANDARD FOR SUMMARY JUDGMENT

A motion for summary judgment shall be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP.

When a motion for summary judgment is made and supported by such facts as would be admissible in evidence at trial, the adverse party may not rest upon the

mere allegations of his pleadings. Instead his response to the motion must set forth specific facts, admissible in evidence, showing there is a genuine issue for trial. If he does not so respond, summary judgment should be entered against him.

Moody v. McLellan, 295 S.C. 157, 163, 367 S.E.2d 449, 452-53 (Ct. App. 1988) (citing Rule 56(e), SCRCP).

"In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the party opposing summary judgment." *Bruce v. Durney*, 341 S.C. 563, 566, 534 S.E.2d 720, 722 (Ct. App. 2000) (citing *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997)). Summary judgment should be entered against a party "who fails to make a showing sufficient to establish the existence of an element essential to the party's case, and on which that party will bear the burden of proof at trial." *Baughman v. AT&T Co.*, 306 S.C. 101, 116, 410 S.E.2d 537, 545-46 (1991).

The purpose of summary judgment is to obviate delay where there is no material issue of fact involved. *Manly v. Manly*, 353 S.E.2d 312, 314 (Ct. App. 1987). Summary judgment is appropriate in those cases in which plain, palpable, and undisputed facts exist on which reasonable minds cannot differ. It is not sufficient for one to create an inference which is not reasonable or an issue of fact that is not genuine. *Priest v. Brown*, 396 S.E.2d 638 (S.C. Ct. App. 1990). Likewise, "[a] conclusory statement as to the ultimate issue in a case is not sufficient to create a genuine issue of fact for purposes of resisting summary judgment." *Shoop v. Settle*, 445 S.E.2d 651, 655 (Ct. App. 1994).

"The party opposing a properly supported motion for summary judgment ... may not rest on mere allegations or denials of his pleading, but must set forth or point to specific facts showing that there is a genuine issue of material fact. Thus, the existence of a mere scintilla of evidence in support of the non-moving party's position is not sufficient to overcome a motion for

summary judgment.” *Bravis v. Dunbar*, 449 S.E.2d 495, 496 (S.C. Ct. App. 1994) (*citations omitted*).

ACCORD AND SATISFACTION / SETTLEMENT AGREEMENT

South Carolina recognizes the affirmative defense of Accord and Satisfaction. *Tremont Constr. Co. v. Dunlap*, 310 S.C. 180 (Ct. App. 1992). An “accord” is a meeting of the minds agreement between parties to settle a dispute between them, and “satisfaction” is the payment of the consideration expressed in the accord. To prove this affirmative defense, a party must satisfy two elements:

- (1) An agreement to accept in discharge of an obligation something different from that which the creditor is claiming or is entitled to receive; and
- (2) Payment of the consideration expressed in the new agreement.

Wilson v. Builders Transport, Inc., 330 S.C. 287 (Ct. App. 1998).

“[A] settlement agreement is a contract.” *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 672 S.E.2d 799 (Ct. App. 2009) (*certiorari denied*). “The necessary elements of a contract are an offer, acceptance, and valuable consideration.” *Southern Glass & Plastics Co., Inc. v. Kemper*, 399 S.C. 483 (Ct. App. 2012) (*citing Sauner v. Pub. Serv. Auth. of S.C.*, 354 S.C. 397 (2003)). “A unilateral contract occurs when there is only one promisor and the other party accepts, not by mutual promise, but by actual performance.” *Id.*

FINDINGS OF FACT

It is undisputed that on December 19, 2014, the Plaintiff sent a timed “Offer of Compromise” to the Defendant wherein he offered to settle his bodily injury claim against the Defendant in exchange for the following:

1. Receipt of the Defendant’s \$50,000.00 bodily injury liability limits by 5:00 p.m. on January 3, 2015, “via cashier’s checks, certified bank checks, or valid

checks (not drafts);”

2. Receipt of signed affidavits from the Defendant and her husband affying that they had no additional bodily injury liability coverage at the time of the motor vehicle accident; and
3. Receipt of a release or covenant not to execute that satisfied numerous conditions outlined in the Offer of Compromise.

Plaintiff's Offer of Compromise specifically indicates that the offer should be accepted via performance of the above-enumerated demands. It is likewise undisputed that the Defendant caused the following to be delivered to the Plaintiff on or before December 31, 2014:

1. A valid check from Allstate Insurance Company in the amount of \$50,000.00;
2. Signed affidavits from the Defendant and her husband affying that they had no additional bodily injury liability coverage at the time of the motor vehicle accident; and
3. A covenant not to execute that satisfied the numerous conditions outlined in the Offer of Compromise.

Despite receiving the requested bodily injury policy limits and accompanying documentation in accordance with the Plaintiff's Offer of Compromise, the Plaintiff rejected the Defendant's tender indicating that “Allstate failed to comply with the terms of [the Offer of Compromise] . . .” but otherwise failing to identify how the Defendant's tender was non-compliant. In the Plaintiff's Memorandum in Opposition to the instant motion, Plaintiff indicated that the reason the Defendant's tender was rejected as non-compliant was that the “Defendant's insurer forwarded a draft” instead of a check. Based on submissions by counsel at the hearing, the Court finds that the instrument sent to the Plaintiff during the Defendant's

acceptance of the Offer of Compromise was a check issued by Allstate Insurance Company and therefore conforms to the acceptable forms of payment outlined in the Plaintiff's Offer of Compromise. Plaintiff's counsel indicated verbally at the hearing that they "may" have issues with the wording of the covenant not to execute, but could not identify any such issues with particularity or specificity despite being given the opportunity to identify the same.

The Court finds that the Plaintiff has failed to put forth any facts tending to indicate that Defendant's performance under the Offer of Compromise was non-compliant in any way. The Court further finds that the Defendant, by performing according to the various conditions expressed in the Plaintiff's Offer of Compromise, properly accepted said Offer of Compromise. The parties, therefore, reached an accord to settle this disputed claim and the accord was satisfied upon Defendant's performance.

THEREFORE, IT IS ORDERED that the Defendant's Motion for Summary Judgment is granted as to the bodily injury portion of the Plaintiff's claim. Plaintiff is directed to sign the Covenant Not to Execute.

AND IT IS SO ORDERED.

W. Jeffrey Young
At Large Circuit Court Judge

September __, 2016
At Chambers, South Carolina



Clarendon Common Pleas

Case Caption: Fred Floyd VS Palmer Tanner
Case Number: 2015CP1400040
Type: Acknowledgement of Filing of Removal

So Ordered

s/W. Jeffrey Young2156

Electronically signed on 2016-09-26 11:03:15 page 6 of 6

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE 4TH JUDICIAL CIRCUIT
CASE NO: 2015-CP-16-0815

ALLSTATE FIRE & CASUALTY
INSURANCE COMPANY,

Plaintiff,

v.

PAMELA GOODWIN,

Defendant.

**DEFENDANT'S MEMORANDUM IN
OPPOSITION TO PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

TO: THIS HONORABLE COURT AND ALL COUNSEL OF RECORD

Comes now Defendant, Pamela Goodwin ("Defendant"), who, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, hereby responds in opposition to Plaintiff, Allstate Fire & Casualty Insurance Company's ("Plaintiff"), Motion for Summary Judgment.

For the reasons provided herein, Defendant would show that there is no genuine issue of material fact in that Plaintiff failed to provide a mirror image tender to her offer to compromise, as is set forth more fully herein, and that, as a result, it is Defendant, not Plaintiff, who is entitled to summary judgment as a matter of law. Consequently, Defendant respectfully prays that this Court deny Plaintiff's Motion for Summary Judgment, and grant Defendant's Motion for Summary Judgment, which is already pending before this Court.

BRIEF FACTUAL BACKGROUND

This offer/acceptance contractual dispute originates from an August 2014 automobile versus motorcycle collision. The collision involved Defendant and Plaintiff's insured, Helen Metrotol-Ham ("Ham").¹ (See Ex. 1: Police Report.) Due to Defendant's injuries, Defendant's counsel sent a time-limited offer of compromise to Plaintiff requesting payment of all applicable

¹ Ham is not the named insured on the policy, however that fact is not germane here.

limits. (See Ex. 2: Offer of Compromise (emphasis added).) In this circumstance, Ham's liability limits were \$50,000 in bodily injury and \$50,000 in property damage. (See Ex. 3: Allstate Declarations Page.) Defendant's offer requested payment under both bodily injury and property damage policies. (See Ex. 2 at pp. 3-7.) The offer also requested a payment via certified check. (See Ex. 2 at pp. 3-7.) In response, Plaintiff only tendered Ham's bodily injury limits and a hand-written, "manual" check. (See Ex. 4: Letter Serving Bodily Injury Limits.) Since Plaintiff did not meet the terms of Defendant's offer, the settlement documents and \$50,000 bodily injury manual, non-certified check were returned to Plaintiff. (See Ex. 5: Letter Returning Non-Certified, Manual Check.) Defendant's agreement with her counsel, contrary to Plaintiff's assertion, does provide her counsel with the authority to negotiate or settle property damage issues with Plaintiff. (See Ex. 6: Retainer Agreement.) Defendant later filed suit against Ham in the Darlington County Court of Common Pleas, which was assigned case number 2015-CP-16-0001.

Plaintiff filed its Amended Complaint for Declaratory Judgment ("DJ") action on November 19, 2015, in this Court. This DJ is one of many similar suits filed by Allstate. (See 2016-CP-14-0167: *Allstate v. Fred Floyd*; 2016-CP-17-187: *Allstate v. Hazel Stephens*.) In its DJ, Plaintiff seeks a declaration that it fulfilled its obligations under its policy and Defendant's Offer. (See Compl. at ¶¶ 24-27.) However, the evidence in this case is clear, based on the terms of Defendant's offer and the terms of Plaintiff's response to same, there was no mirror image acceptance on the part of Plaintiff. Thus, under basic, long-standing common law contract principles, Plaintiff's "acceptance" was effectively a counteroffer/counter proposal, and Defendant is entitled to summary judgment in her favor, as set forth in Defendant's own Motion for Summary Judgment, which is currently pending before this Court.

LEGAL STANDARD

Summary judgment is appropriate only if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Rule 56, SCRCF. In deciding whether a genuine issue of material fact exists, the evidence of the non-moving party is to be believed and all justifiable inferences must be drawn in his favor. *See Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). The moving party has the burden of proving that summary judgment is appropriate. Once the moving party makes this showing, however, the opposing party may not rest upon mere allegations or denials, but rather must, by affidavits or other means permitted by the rule, set forth specific facts showing that there is a genuine issue for trial. *See* Rule 56, SCRCF; *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986).

A party asserting that a fact is genuinely disputed must support the assertion by citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials. Rule 56, SCRCF. A litigant “cannot create a genuine issue of material fact through mere speculation or the building of one inference upon another.” *Beale v. Hardy*, 769 F.2d 213, 214 (4th Cir. 1985). Therefore, “[m]ere unsupported speculation . . . is not enough to defeat a summary judgment motion.” *Ennis v. Nat’l Ass’n of Bus. & Educ. Radio, Inc.*, 53 F.3d 55, 62 (4th Cir. 1995).

“[W]here the record taken as a whole could not lead a rational trier of fact to find for the non-moving party, disposition by summary judgment is appropriate.” *Teamsters Joint Council No. 83 v. Centra, Inc.*, 947 F.2d 115, 119 (4th Cir. 1996). The court must determine “whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so

one-sided that one party must prevail as a matter of law." *Anderson*, 477 U.S. at 251-52.

ARGUMENT

"A suit seeking a declaratory judgment is neither legal nor equitable; rather, it is determined by the nature of the underlying issue. . . The interpretation of a contract is an action at law." *Alexander's Land Co., L.L.C. v. M & M & K Corp.*, 390 S.C. 582, 591-92, 703 S.E.2d 207, 212 (2010). The purpose of Plaintiff's DJ is purely to determine whether or not Plaintiff complied with Defendant's offer. Plaintiff seeks a judicial declaration that it met the terms of Defendant's offer. Accordingly, there are only two results that arise from Plaintiff's DJ: (1) the Court finds that Plaintiff complied with Defendant's offer; or (2) the Court finds that Plaintiff did not comply with Defendant's offer.

"Nothing is better settled than that in order to constitute a contract there must be an offer on one side and an unconditional acceptance on the other. *Sossaman v. Littlejohn*, 241 S.C. 478, 485-86, 128 S.E.2d 124, 127 (1963) (quoting *Cohn v. Penn. Beverage Co.*, 313 Pa. 169 A. 768). It is well established that, in order to constitute a contract, "the acceptance of the offer *must be absolute and identical* with the terms of the offer. *Id.* Thus, if one party offers another party to do a definite thing, and that other party accepts conditionally or proffers a new term into the acceptance, his answer is nothing more than a counter proposal. *Id.* (holding that the time and manner of payment on a contractual obligation is a material part of a transaction, and where plaintiff proposed his alleged acceptance conditions other than cash upon delivery was a counter proposal, not a contractual acceptance); *see also* Restatement (Second) of Contracts § 59 (1981) ("A reply to an offer which purports to accept it but is conditional on the offeror's assent to terms additional to or different from those offered is not an acceptance but is a counter-offer.").

Here, due to Defendant's injuries, Defendant's counsel sent a time-limited offer of compromise to Plaintiff requesting payment of all applicable limits. (See Ex. 2: Offer of Compromise (emphasis added).) In this circumstance, Ham's liability limits were \$50,000 in bodily injury and \$50,000 in property damage. (See Ex. 3: Allstate Declarations Page.) Defendant's offer requested payment under both bodily injury and property damage policies. (See Ex. 2 at pp. 3-7 (emphasis added).) The offer also requested a payment via certified check. (See Ex. 2 at pp. 3-7 (emphasis added).) In response, Plaintiff only tendered Ham's bodily injury limits and a hand-written, "manual" check. (See Ex. 4: Letter Serving Bodily Injury Limits.) Since Plaintiff did not meet the terms of Defendant's offer, the settlement documents and \$50,000 bodily injury manual, non-certified check were returned to Plaintiff because Plaintiff's purported acceptance was not a mirror image of the terms of Defendant's offer. (See Ex. 5: Letter Returning Non-Certified, Manual Check.) Thus, under the long-standing tenants of common law contract law, as set forth herein, Plaintiff's tender in response to Defendant's offer was nothing more than a counter proposal, and Defendant, not Plaintiff, is entitled to summary judgment on the DJ as a matter of law.

Moreover, in its Motion for Summary Judgment, Plaintiff asserts that it cannot issue a cashier's check or certified bank check. Surely, common business practice would show that if Plaintiff has a checking account, which it has the ability to obtain from said bank the type of check required by Defendant's offer. In fact, the manual check that was provided by Plaintiff was drawn upon its Bank of America account (See Ex. 4.) Bank of America's website, as accessed on December 12, 2019, states as follows:

If you're a Bank of America customer with a checking or savings account, you can get a cashier's check for a \$10 fee (which will be waived for some account types; refer to the

Personal Schedule of Fees for complete details). Don't have a checking or savings account with us? We're sorry, but we won't be able to provide you with cashier's checks.

(See Ex. 7; <https://www.bankofamerica.com/deposits/manage/faq-account-information-and-access.go>)

Defendant does not claim that Plaintiff is a bank or financial institution; however, there is no question of material fact as to Plaintiff's ability to obtain a certified check or cashier's check as required by her offer to compromise.

It is also clear, as a matter of law, that the form of payment is a material term, as the *Sossaman* Court very clearly articulated. Plaintiff is effectively attempting to eviscerate the common law mirror image rule by claiming that it met the terms of Defendant's offer to compromise. Defendant's offer was not for goods; rather, it was for tender of all applicable policy limits in the form of a certified or cashier's check, which very clearly and repeatedly included the required tender of full bodily injury and property damage limits. Thus, as payment on a contractual obligation is a material part of an offer to compromise, and where Plaintiff's purported acceptance proposed acceptance contained conditions other than a certified or cashier's check, its delivery of a manual check that did not include full bodily injury and property damage limits was merely a counteroffer/counter proposal, not a contractual acceptance, and Plaintiff's Motion for Summary Judgment should be denied.

As to Plaintiff's claim that it had to "call the healthcare providers to verify the information related to Defendant's medical care and treatment," Sonya Wise, a litigation adjuster working on Defendant's offer, testified in her deposition as follows:

[space intentionally blank]

12 Q. Upon receiving the December 12, 2014,
13 demand, did you or anyone at Allstate reach out to
14 Ms. Goodwin's counsel, Mr. Willey or anyone
15 associated with Anastopoulos Law Firm, to obtain any
16 medical bills or records such as the amounts of
17 Ms. Goodwin's medical bills?

18 A. We had previously. I don't know what
19 happened -- once I received the medical records on
20 my desk, I did not speak with Mr. Willey.

21 Q. But you would agree that based on the
22 communications that -- between Allstate and my
23 firm, at no point between December 12, 2014, and
24 the date that Allstate responded to that demand did
25 Allstate request medical records or bills regarding
1 this claim?

2 A. Not to my knowledge.

3 Q. Let's look again at the offer to
4 compromise, footnote 7, which I believe is on the
5 last page of the actual -- excuse me, next-to-last
6 page before the signature page. I'm going to turn
7 your attention to the footnote. Almost in the
8 middle, there's a sentence beginning with,
9 therefore any requests for additional information.
10 Let me know when you see that.

11 A. I do.

12 Q. And would you please read that sentence in
13 its entirety, please, out loud for the record?

14 A. Therefore any requests for additional
15 information must be made as soon as possible and at
16 least ten days before the deadline so that we will
17 have a reasonable opportunity to try and obtain the
18 requested information.

19 Q. You would agree that ten days prior as the
20 demand requires would have been December 17, 2014?

21 A. Yes. And we obtained, according to my
22 knowledge, the information from your firm on
23 December the 17th.

24 Q. But after receiving this demand, to your
25 knowledge, no one at Allstate submitted a request

1 within ten days before the expiration of the
2 deadline for any medical records or bills or any
3 information that it would need to evaluate this
4 claim?

5 A. Not that I'm aware of.

6 Q. Do you or to your knowledge has -- does
7 anyone at Allstate have any documentation showing
8 that any such request was sent to my firm once
9 Ms. Goodwin's offer to compromise was submitted to
10 your office?

11 A. Not that I'm aware of.

(Wise Dep. 57:12-59:11; Nov. 28, 2017.)

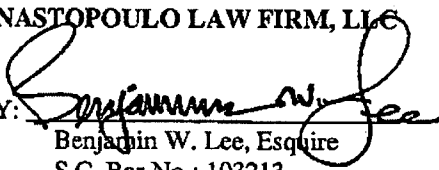
Had Plaintiff needed additional information to evaluate Defendant's offer, it was required to request same specifically within the terms of Defendant's offer itself. Ms. Wise admits that no person working on Defendant's offer, to her knowledge, did so. This is another glaring example of how Plaintiff failed to meet even the most rudimentary conditions/terms of Defendant's offer. As such, and as a consequence, Plaintiff failed to meet the terms of Defendant's offer, Plaintiff's response was merely a counter proposal (not a mirror image acceptance), Plaintiff's Motion for Summary Judgment should be denied, and Defendant's Motion for Summary Judgment should be granted.

CONCLUSION

Therefore, based on the foregoing discussion and analysis, Plaintiff's Motion for Summary Judgment should be denied, and Defendant's Motion for Summary Judgment should be granted.

Respectfully submitted,

ANASTOPOULO LAW FIRM, LLC

BY: 

Benjamin W. Lee, Esquire

S.C. Bar No.: 103213

Eric M. Poulin, Esquire

S.C. Bar No.: 100209

Roy T. Willey, IV, Esquire

S.C. Bar No.: 101010

32 Ann Street

Charleston, S.C. 29403

(843) 614-8888

ATTORNEYS FOR DEFENDANT

Charleston, South Carolina
December 19, 2017

ORIGINAL

STAPLE HERE

AUG 27 2014

SOUTH CAROLINA DRIVING & CITY USE ONLY

SOUTH CAROLINA
TRAFFIC COLLISION REPORT FORM
TR-310 (Rev. 11/2010)

Of Units

Involved - At Fault Only or Not Involved

Reported

Accepted

14029696

1837

1839

Date 8-20-14	Time of Collision 11:55 PM	County HARTSVILLE	1- Intersection 2- US Primary 3- SC Primary 4- PP	5- Secondary 6- County 7- Other	Collision Location (Rt. # / Name) 10 / E HOME AVE	Vehicle Line 1- Automobile 2- Motorcycle 3- Other	4- Connection 5- Pedestrian 6- Other	Misc. 0	City HARTSVILLE
Lane # / Dr. 1 / R	Direction N	Distance 5	1- Intersection 2- US Primary 3- SC Primary 4- PP	5- Secondary 6- County 7- Other	Base Intersection (Rt. # / Name) 130 / LEE ST	Vehicle Line 1- Automobile 2- Motorcycle 3- Other	4- Connection 5- Pedestrian 6- Other	Misc. 0	City HARTSVILLE
R.R. # N/A	From N	Ramp City N	1- Intersection 2- US Primary 3- SC Primary 4- PP	5- Secondary 6- County 7- Other	Second Intersection (Rt. # / Name) 1 / McFARLAND ST	Vehicle Line 1- Automobile 2- Motorcycle 3- Other	4- Connection 5- Pedestrian 6- Other	Misc. 0	City HARTSVILLE

D-004969	Driver/Pedestrian's Full Name HAM - HELEN MARIAM	D-004970	Driver/Pedestrian's Full Name GOODWIN - PAMELA R.
Unit # 1	Plate W	Unit # 2	Plate W
City, State, & Zip HARTSVILLE, SC 29550	City, State, & Zip HARTSVILLE, SC 29550	City, State, & Zip HARTSVILLE, SC 29550	City, State, & Zip HARTSVILLE, SC 29550
Driver's License # 004771915	Class D	Driver's License # 00522163	Class D
Year 10	Body SU	Year 02	Body SU
Vehicle Make FORD	VIN # 2FMDKJKC8AD6946	Vehicle Make YAMAHA	VIN # 2FMDKJKC8AD6946
License Plate # GJG-370	Owner's Full Name JANE	License Plate # 299046	Owner's Full Name SWINE - RICKIE
Home Telephone 803-127-4318	Street AS	Home Telephone 803-476-4419	Street 1219 SWIFT CREEK RD
Cell Telephone -	City, State, & Zip HARTSVILLE, SC 29550	Cell Telephone -	City, State, & Zip HARTSVILLE, SC 29550
Contributed To Collision No	Driver Driver	Contributed To Collision Yes	Driver Driver

D-004971	Driver/Pedestrian's Full Name MARIAM - HELEN	D-004972	Driver/Pedestrian's Full Name GOODWIN - PAMELA R.
Unit # 1	Plate W	Unit # 2	Plate W
City, State, & Zip HARTSVILLE, SC 29550	City, State, & Zip HARTSVILLE, SC 29550	City, State, & Zip HARTSVILLE, SC 29550	City, State, & Zip HARTSVILLE, SC 29550
Driver's License # 004771915	Class D	Driver's License # 00522163	Class D
Year 10	Body SU	Year 02	Body SU
Vehicle Make FORD	VIN # 2FMDKJKC8AD6946	Vehicle Make YAMAHA	VIN # 2FMDKJKC8AD6946
License Plate # GJG-370	Owner's Full Name JANE	License Plate # 299046	Owner's Full Name SWINE - RICKIE
Home Telephone 803-127-4318	Street AS	Home Telephone 803-476-4419	Street 1219 SWIFT CREEK RD
Cell Telephone -	City, State, & Zip HARTSVILLE, SC 29550	Cell Telephone -	City, State, & Zip HARTSVILLE, SC 29550
Contributed To Collision No	Driver Driver	Contributed To Collision Yes	Driver Driver

Unit 1 Diagram	Unit 2 Diagram	Unit 3 Diagram	Property Owner's Name
2000	2000		
Property Owner's Address	Property Owner's Address	Property Owner's Address	Property Owner's Address
Address	Address	Address	Address
State	State	State	State
Zip	Zip	Zip	Zip
Phone	Phone	Phone	Phone
Describe What Happened (Refer to Units by Number)	Describe What Happened (Refer to Units by Number)	Describe What Happened (Refer to Units by Number)	Describe What Happened (Refer to Units by Number)
UNIT 2 WAS TRAVELING EB ON E HOME AVE. UNIT 1 FAILED TO YIELD AND RAN OUT IN FRONT OF UNIT 2. NORTH BAND OF LEE ST UNIT 2 STRUCK THE FRONT CORNER OF UNIT 1 AND SAW OFF INTO THE DITCH.	UNIT 2 WAS TRAVELING EB ON E HOME AVE. UNIT 1 FAILED TO YIELD AND RAN OUT IN FRONT OF UNIT 2. NORTH BAND OF LEE ST UNIT 2 STRUCK THE FRONT CORNER OF UNIT 1 AND SAW OFF INTO THE DITCH.	UNIT 2 WAS TRAVELING EB ON E HOME AVE. UNIT 1 FAILED TO YIELD AND RAN OUT IN FRONT OF UNIT 2. NORTH BAND OF LEE ST UNIT 2 STRUCK THE FRONT CORNER OF UNIT 1 AND SAW OFF INTO THE DITCH.	UNIT 2 WAS TRAVELING EB ON E HOME AVE. UNIT 1 FAILED TO YIELD AND RAN OUT IN FRONT OF UNIT 2. NORTH BAND OF LEE ST UNIT 2 STRUCK THE FRONT CORNER OF UNIT 1 AND SAW OFF INTO THE DITCH.

NOTICE - THE TR-310 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF COVERING THE COLLISION, BUT NO WARRANTY IS MADE AS TO THE FACTUAL ACCURACY THEREOF.

Investigating Officer's Name MARIAM	City HARTSVILLE	State SC	Zip 29550	Reporting Date 8-20-14	Officer's Signature J. STANLEY	Plate 347

Not For SC Department of Motor Vehicles
Do Not Use
Columbus, SC 29910

EXHIBIT

1

1. Name of the person or firm 2. Address 3. City 4. State 5. Zip		6. Date of birth 7. Sex 8. Race 9. Religion 10. Education		11. Occupation 12. Income 13. Assets 14. Liabilities		15. Social Security Number 16. Driver's License Number 17. Vehicle Identification Number		18. Fingerprint 19. Signature 20. Date	
21. Description of the property or interest 22. Location 23. Size 24. Use 25. Value									
26. Description of the property or interest 27. Location 28. Size 29. Use 30. Value									
31. Description of the property or interest 32. Location 33. Size 34. Use 35. Value									
36. Description of the property or interest 37. Location 38. Size 39. Use 40. Value									
41. Description of the property or interest 42. Location 43. Size 44. Use 45. Value									
46. Description of the property or interest 47. Location 48. Size 49. Use 50. Value									
51. Description of the property or interest 52. Location 53. Size 54. Use 55. Value									
56. Description of the property or interest 57. Location 58. Size 59. Use 60. Value									
61. Description of the property or interest 62. Location 63. Size 64. Use 65. Value									
66. Description of the property or interest 67. Location 68. Size 69. Use 70. Value									
71. Description of the property or interest 72. Location 73. Size 74. Use 75. Value									
76. Description of the property or interest 77. Location 78. Size 79. Use 80. Value									
81. Description of the property or interest 82. Location 83. Size 84. Use 85. Value									
86. Description of the property or interest 87. Location 88. Size 89. Use 90. Value									
91. Description of the property or interest 92. Location 93. Size 94. Use 95. Value									
96. Description of the property or interest 97. Location 98. Size 99. Use 100. Value									

Akim A. Anastopoulos (SC)
Renee M. Anderson (SC)
John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (GA)(NC)(SC)
Casey Van Vukkenburgh (SC)(IL)
Philip Heath Ward (SC)
Roy T. Willey, IV (SC)
*Affiliate Counsel

ANASTOPOULO LAW FIRM

Toll Free: 1 (800) 313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
www.AkdmLawFirm.com

Friday, December 12, 2014

PRIVILEGED AND CONFIDENTIAL:
RELATING TO SETTLEMENT DISCUSSIONS

Sonya Wise
Allstate Fire & Casualty Insurance Company
P. O. Box 7068
Columbia, SC 29202-7068

RE:	My Client(s):	Pamela Goodwin
	DOL:	August 20, 2014
	Claim #:	0338287329
	Pages:	10, Not Including Enclosures

2017 DEC 27 PM 1:45
SCOTT B. SUGGS
CLERK OF COURT/R.D.
DARLINGTON COUNTY, S.C.

FILED

Dear Ms. Wise:

INADMISSIBILITY OF OFFER OF COMPROMISE

Pursuant to South Carolina Rule of Evidence, Rule 408, statements made in compromise negotiations are not admissible at trial. This rule is identical to the Federal Rule and designed to encourage the settlement of controversies by permitting parties to discuss their cases candidly with the assurance that admissions and proposals for compromise made in the course of their good-faith settlement negotiations may not be used against them to later prove liability. Hunter v. Hyder, 236 S.C. 378, 114 S.E.2d 493 (1960). However, evidence of an offer to compromise may be admissible for some other purpose. Meehan v. Commercial Casualty Ins. Co., 166 S.C. 496, 165 S.E. 194 (1932). This entire letter and all of the exhibits attached are submitted with a view toward compromise of this claim. If you do not agree that everything that follows is inadmissible during the litigation of this matter, please stop reading and immediately destroy this letter and its attachments and immediately notify us of your refusal to review our attempt to compromise this claim.

OFFER OF COMPROMISE

This notice, demand, and offer of compromise is directed to you as the insurer of Helen Ham. This letter is written to submit an offer of compromise regarding Pamela Goodwin's claims against your insured(s) in the above-referenced matter. Additionally, this letter places



you on notice, consistent with the dictates of Tyger River Pine Co. v. Maryland Casualty Co., 170 S.C. 286, 170 S.E. 346 (1933) of a time-limited demand for the payment of policy limits of Helen Ham's insurance coverage.

I. LIABILITY OF HELEN HAM

On the evening of August 20th, 2014, at or about 6:30 pm, Ms. Pamela R. Goodwin, my client, was travelling down E. Home Avenue in Hartsville, South Carolina on a Yamaha motorcycle. The sun had not yet set, (Source: U.S. Naval Observatory). Ms. Ham pulled out from the stop at the intersection of E. Home Avenue and Lee Street, without looking, to make a left turn. Ms. Ham chose to drive at an excessive rate of speed, and did not keep a proper look out, endangering the lives of everyone in her path. Unfortunately, the Goodwin family, and Ms. Pamela Goodwin, became her victims.

Ms. Goodwin loved to ride motorcycles. She worked full-time as a bartender at Larry Moore's Bar and Grill. On August 20th, 2014, she left her home to go to work. She was riding her cousin's motorcycle. At the same time Ms. Goodwin was traveling along E. Home Ave., Ms. Ham came to the stop sign at the corner of Home Ave. and Lee Street. Ms. Goodwin made it to the intersection. She remembers seeing Ms. Ham's vehicle pull out into the intersection. Ms. Goodwin tried to swerve so that she would not be hit, but Ms. Ham was driving too fast and did not see Ms. Goodwin. Ms. Ham's vehicle smashed into Ms. Goodwin's leg and the motorcycle. The impact of the Ms. Ham's vehicle against the motorcycle launched Ms. Goodwin through the air into the woods. The impact of the collision and the resulting landing caused Ms. Goodwin severe injuries. The first thing she noticed when she came-to was that her foot was bent completely backward toward her knee. Ms. Goodwin was in severe pain. The emergency first-responders had to cut off Ms. Goodwin's pants and boots just to treat her.

Ms. Goodwin was severely injured because Ms. Ham failed to keep a proper lookout before pulling out into traffic to make her left turn. Ms. Ham negligently accelerated to a high speed before looking both ways, and broad-sided Ms. Goodwin. It is possible that Ms. Ham was distracted by the use of her cell phone, or otherwise, as she made her turn, but it is undisputed that she did not react in any manner before striking Mr. Goodwin. In fact, the police officer that responded to the scene stated in his report that Ms. Ham "failed to yield" when she pulled out and struck Ms. Goodwin, knocking her off the motorcycle and causing her substantial, excruciating, and debilitating injuries (See Exhibit A, Police Report).

In a lineal sense, there are three factors that Ms. Ham had control over that would have aided her reaction time. First, she could have been travelling at a lower rate of speed. Travelling at a lower rate of speed would have allowed her to avoid striking and injuring Ms. Goodwin, since she would have had more time to react once she saw her, and/or would have had the opportunity to brake or swerve. Second, she could have been not distracted while driving. If Ms. Ham was not distracted she could have seen Ms. Goodwin sooner, thereby affording her more time to react and avoid striking him. Third, she could have kept a proper lookout before making a turn on a busy street. Unfortunately, she did not avoid Ms. Goodwin, and as a result Ms. Goodwin was injured, making liability in this case clear.

II. DAMAGES

Pamela Goodwin's Injuries

Ms. Goodwin was a full-time bartender at Larry Moore's Bar & Grill. She had just become a grandmother at the time she was injured. She was on her way to work when Ms. Ham pulled out and knocked Ms. Goodwin off the motorcycle on August 20th, 2014.

Unfortunately, and due to the driving of Ms. Ham, Ms. Goodwin sustained catastrophic bodily injuries due the total body blunt force trauma from the vehicle driven by Ms. Ham inflicted upon her, and the subsequent impact with the ground and pavement (See Exhibit B, Medical Records). The impact resulted in Ms. Goodwin sustaining a crushed femur, broken in six places, and a broken foot. She no longer can work as a result of these injuries. Ms. Goodwin went through several operations. She almost lost both a leg and a foot. She will not be able to put weight on her feet for six months. As a result, Ms. Went from making \$250 per week from her side jobs, and \$800 per week from her job at Larry Moore's Bar & Grill, to making absolutely nothing. Ms. Goodwin cannot play with her grandchild, she cannot walk, she cannot ride horses or motorcycles, she cannot work, and she cannot live the life she was living before the incident, unfortunately, and due to Ms. Ham's driving Ms. Goodwin went from a life of independence to requiring in-home care.

Summary of Damages

Under South Carolina law, Ms. Goodwin is entitled to damages under a negligence claim. The value of negligence claims vary widely from anywhere between several hundred thousand, and several hundred million dollars. Ms. Goodwin is also entitled to receive compensation for her property damage, as well as punitive damages.

Ms. Goodwin suffered catastrophic injuries, and has permanent damages. Her medical bills alone are approaching \$100,000.00, without taking into consideration any future surgeries or therapy she may need. Therefore, we conservatively estimate the value of this claim at \$1,200,000.00.

Estimated Value: \$1,200,000.00

Punitive Damages

Please also be aware that striking a motorist due to recklessness, distracted driving, and other willful and wanton behavior subjects Ms. Ham to punitive damages, and that punitive damages may not be able to be discharged in bankruptcy under federal law or South Carolina law. Please be aware that, based on past precedent we expect this case to yield a verdict in excess of the policy limits. Accordingly, if you force this case to trial, the verdict is unlikely to be discharged in bankruptcy and we will follow Helen Ham for the rest of her life and take any property, and possessions she may ever accumulate until the verdict is paid in full.

From 2008 to 2010, South Carolina was one of the five worst states for motor vehicle safety, making potential jurors acutely aware of the risks of distracted and reckless driving.

As a result, potential jurors may know, or know of, someone who was injured or killed as a result of reckless driving. It is our belief these facts will drive the verdict in this case to be particularly harsh. It is our hope that this case will stop Ms. Ham from ever driving while

distracted and recklessly again.

III. **DEMAND PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933), and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).**

Based on Helen Ham's reckless driving and complete disregard for the safety of others on the road, the fact that she was likely distracted at the time she caused her vehicle to strike Ms. Goodwin, the fact that punitive damages will be imposed against Ms. Ham, the catastrophic injuries to Ms. Goodwin, her lost wages, and her ongoing pain and mental anguish, which she will experience for the rest of her life, we conservatively estimate the value of this case to be in excess of the policy limits. As there is a possibility that underinsured motorist coverage may be available to Pamela Goodwin, we cannot offer a full and final release at this time. Instead, we require payment of the policy limits of all applicable policies, under which you insure Helen Ham in a form that will not prejudice our client's right to seek recovery from any other insurance carriers. This offer of compromise requires that policy limits are **RECEIVED**¹ no later than 5:00 p.m. EDT on 12/27/2014, and requires that Helen Ham provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss. **THIS OFFER OF COMPROMISE INCLUDES A TIME-LIMITED DEMAND FOR PAYMENT OF POLICY LIMITS, AND, AT 5:00 P.M. EDT ON 12/27/2014, THIS OFFER WILL BE WITHDRAWN AND WE WILL OBTAIN AN EXCESS JUDGMENT AGAINST YOUR INSURED(S) WHICH WILL, IN TURN PROVIDE YOUR INSURED(S) WITH A CLAIM AGAINST ALLSTATE FIRE & CASUALTY INSURANCE COMPANY PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933) and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).** Please be aware that our demand for policy limits is not negotiable and that **ALL** conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn, and we will obtain an excess judgment against your insured and enforce it against her assets.* This offer of compromise does not include the resolution of any claims for any person's or entities other than those injury and property damage claims made by Ms. Goodwin. *Accordingly, any request for a release of claims for other persons or entities and/or any request for indemnification will constitute a counteroffer and rejection of this offer of compromise.*² *If you include indemnification or a release of claims that could be made by*

¹ Settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company as follows: Pamela Goodwin and the Anastopoulos Law Firm, LLC. The checks must be **RECEIVED** in my office no later than 5:00pm EDT on December 27, 2014. Anastopoulos Law Firm, LLC's Tax ID. Number is 452775649. For your convenience, our firm's W-9 is also attached hereto (Exhibit C). These funds should be mailed to 2557 Ashley Phosphate Road, North Charleston, SC 29418.

² Please be aware that we have done everything reasonable to warn you that even a mere request for indemnification or a mere request for the waiver of any other rights or claims, including claims for loss of consortium or claims that could be made by or on behalf of any other person or entity, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it

other persons or entities in the proposed Release you send to us, it will constitute a counteroffer and rejection of this offer of compromise even if you claim in a cover letter or other documents that you send to us that you have accepted our offer. Acceptance of this offer specifically requires you to prove a proposed Release that complied with this offer by the above deadline.³ Moreover, if there is any language in the proposed Release or any other documents you send us that requires or even requests Pamela Goodwin to make representations or warranties regarding the absence of medical liens or hospital liens or bankruptcy proceedings relating to Pamela Goodwin, the requirement or request will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. is perfectly capable of reviewing court records to verify this information, and attempting to shift the cost of verifying this information to our client(s) is not acceptable and will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.⁴ Accordingly, please be aware that a requirement or even a request for a "Lien Affidavit" or similar document

was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

³ Please do not attempt to send a proposed Release that includes indemnification or a release of any claims that could be brought by or on behalf of any person or entity other than our client, as we do not represent these persons or entities. The insurance company tactic of including indemnification or a release of unrelated parties in the proposed Release will not work against this firm and its clients. Please be aware that you cannot get around this requirement by sending a cover letter with a non-compliant proposed Release that says your "proposed Release is not a counteroffer." ***If you send a proposed Release that includes indemnification or that violates any other terms of this offer, it is a counteroffer regardless of whatever you put in your cover letter.*** Pursuant to this offer of compromise, your insurance company cannot provide a letter that says it accepts our offer and then try to trick us by providing a proposed Release that does not comply with our offer. Do not put indemnification language in the proposed Release you send to us in the hope that we will sign your proposed Release without reading it or in the hope that we will rely on a representation in your cover letter that you have accepted our offer of compromise when you have not provided a compliant release. If you do put indemnification language in the proposed Release, it is a counteroffer even if you try to say it is not, and, if you try this tactic, we will proceed to verdict and take your insured's assets until it is paid in full. Please also keep in mind that a proposed Release that includes the release of "any and all claims" would necessarily include claims not covered under this offer of compromise, such as loss of consortium, and is also a counteroffer and rejection. Instead of acting in bad faith and trying to trick us, please just send a reasonable proposed Release that does not include indemnification or the release of property damage claims. Acceptance of this offer of compromise requires you to make your acceptance through performance and not just mere words or promises. Part of the performance required to accept this offer is for you to deliver a proposed Release with the settlement check. Additionally, the proposed Release that is delivered with the settlement check must comply with the terms of this offer. ***Regardless of what you might say in your cover letter, if the proposed Release does not comply with this offer, it is a rejection and counteroffer.***

⁴ Please be aware that we have done everything reasonable to warn you that even a mere request for warranties or representations regarding the absence of medical liens or hospital liens or bankruptcy proceedings will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise.

by any other name will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Additionally, please be aware that it will be deemed a counteroffer and rejection of this offer of compromise if requires or even requests the release of any individuals or entities other than Helen Ham and .⁵ Moreover, please be aware that will only be released with respect to the bodily injury and property damage coverages of the subject policy and that will not be released with respect to any other policies or coverages not identified herein. Payment must be made as described herein, and payment by any other method, including payment through the registry of any court or through the filing of an interpleader action, will not satisfy the terms of this offer of compromise and will result in the immediate and automatic withdrawal of this offer of compromise. Additionally, filing a declaratory judgment action will result in the immediate, automatic, and permanent withdrawal of this offer of compromise. Please be aware that, under South Carolina law, our offer of compromise must be accepted unequivocally and without variance of any sort and that a purported acceptance of this offer of compromises which imposes *or even requests* conditions beyond those contained in this offer will be construed as a counteroffer and rejection. Please also be aware, that under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See *Maxton v. Payes*, 313 S.C. 109, 437 S.E.2d 66 (1993). Additionally, any attempted counteroffer by will be deemed a rejection of our offer of compromise and will result in the immediate and permanent withdrawal of our offer of compromise. Furthermore, please be aware that sworn and notarized statements that there is no other insurance coverage that could pertain to this loss must accompany your payment of policy limits. For your convenience, we have provided an affidavit that meets this condition. *Please be aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.* Additionally, even if you send a cover letter that claims to "unconditionally" or "unequivocally" accept our offer of compromise, but you also send a proposed Release, a settlement check, or any other documents that include any conditions or provisions that are not part of this offer, it will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Please do not attempt to trick us by saying in a letter that you accept our offer of compromise and then trying to sneak in additional terms that are not part of our offer. Our offer of compromise must be

⁵ Please be aware that we have done everything reasonable to warn you that even a mere request for the release of any individuals or entities other than Helen Ham and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. *Moreover, please be aware that will only be released with respect to the bodily injury and property damage coverages of the subject policy and that will not be released with respect to any other policies or coverages not identified herein and that a request or requirement for a general release or a full and final release of will be a counteroffer and rejection of this offer of compromise.* Please do not place any additional releases on the settlement check, in the proposed Release, or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any request for the release of any individuals or entities other than Helen Ham and as described herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise. Once again, if you send a proposed Release that purports to release any additional individuals or entities, it will be a counteroffer and rejection regardless of any claims of acceptance you make in a cover letter or any other documents you send to us. This offer of compromise requires you to deliver a proposed Release that complies with the terms of this offer of compromise. This offer of compromise requires you to make your acceptance through performance and not just mere words or promises.

accepted by your insurance company's performance of the requirements of this letter and not by mere words that claims to accept the offer. Regardless of any statement that your insurance company has accepted or is accepting our offer of compromise, if your insurance company's actions and documents (i.e., your proposed Release, settlement check, etc.) do not comply with our offer of compromise, it will be a counteroffer and rejection of our offer. Acceptance of this offer of compromise requires performance and not just mere words or promises. Accordingly, in order to accept this offer of compromise, you must meet all of the terms and conditions of this offer of compromise, including, but not limited to, providing payment and a proposed Release that comply with the terms of this offer of compromise.

Please be aware that the only release we will accept is one that is limited in its scope to protecting your insured from Pamela Goodwin's rights to the personal assets of your insured. *Additionally, this offer relates only to personal injury and property damage claims (and not claims that could be made on behalf of any other person or entity); accordingly, a proposed Release or a statement on the settlement check or any other documents you send to us that purports to release or resolve "any and all claims" will be considered as a counteroffer and rejection of this offer, resulting in the immediate and permanent withdrawal of this offer.* Pamela Goodwin must not be prevented in any way from making a claim against her own insurance carriers. Despite the limited scope of our offer, our offer will protect the interests of your insured because it would only allow Pamela Goodwin to seek the proceeds of their own coverage and other applicable insurance policies relating to personal injuries and it would prevent Pamela Goodwin from seeking the assets of your insured as compensation for the personal injuries and property damages described herein.⁶ If you do not pay policy limits and meet the other requirements contained in this offer within the specified time limit, we will withdraw our offer of compromise and we will obtain an excess judgment against your insured and enforce it against her assets. In view of existing circumstances, we believe your insurance company should accord its insured the same faithful consideration it gives its own interests. If you do not pay policy limits in this case and meet the other requirements contained in this offer, pursuant to the terms of this offer of compromise, Helen Ham may be able to sue your company for compensatory and punitive damages for bad-faith failure to properly adjust this claim. Please explain to Helen Ham that she has the right to hire an attorney to represent her against Allstate Fire & Casualty Insurance Company and that she has the right to demand that you pay this demand in order to protect her property and possessions.

Please be aware that this letter constitutes Pamela Goodwin's formal offer and that no oral representations made before or after this letter can alter the terms of this offer. If, for any reason, this firm agrees to change this offer in any way, such changes can and will be made only in a writing that is signed by a member of this firm. The purpose of this paragraph is to specifically prevent from claiming that this offer was modified in any way by an oral communication. *Please be aware that, unless there has been a specific writing signed by a member of this firm that specifically changes this offer, the offer made by this letter has not been changed.* Additionally, there are and will be no oral offers made to resolve this case.

⁶ Please be aware that it is our current belief that Pamela Goodwin may have had underinsured motorist coverage with policy limits far below the full value of this case. However, she may also have no coverage at all. Accordingly, since there is only a small amount of underinsured motorist coverage compared to the actual value of this case, 's acceptance of this offer provides the greatest possible amount of protection for its insured. Thus, if fails to accept this offer, it will be exposing its insured to substantial excess liability and acting in bad faith towards its insured.

Accordingly, please do not attempt to claim that there has been an oral offer to resolve this case because there has not been and will not be such an offer. *Any offer to resolve this case by Pamela Goodwin must be made in writing and any acceptance of that offer must be made through performance of the provisions of this offer of compromise in order for this firm and Pamela Goodwin to agree that a binding agreement has been formed. Specifically, this offer of compromise cannot be accepted by a mere statement of unconditional acceptance of this offer; instead, acceptance of this offer requires full performance of all terms and conditions of this offer. If any condition or requirement is not met by the specified deadline or if any additional condition or requirement is imposed upon Pamela Goodwin, then there has been no acceptance and no agreement.*

We have supplied you with all information necessary to evaluate this offer of compromise⁷; however, should you have any questions regarding this offer of compromise, please do not hesitate to contact me at (843) 614-8888. Additionally, although any requirement or request for terms and conditions of settlement and compromise that are not approved herein will constitute a counteroffer and rejection of this offer of compromise, if you feel that any part of this letter needs clarification in order for you to comply with its terms, we will be happy to offer any clarification of terms so that you have a full and fair opportunity to comply with this offer. Of course, this letter relates to discussions involving settlement and compromise, and nothing contained herein shall be deemed admissible except to enforce a claim for bad-faith failure to properly adjust this claim.

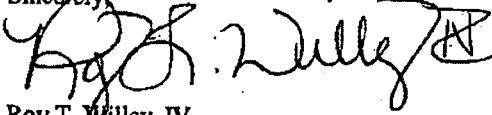
⁷Please be aware that we have provided you willful and sufficient information to evaluate this offer of compromise and to compel your insurance company to pay its policy limits as demanded. Nevertheless, we are aware that many insurance companies request unnecessary additional information within a few days of the deadline for payment as a tactic to delay the resolution of a case. We are aware that insurance companies make more money when settlements are delayed because the insurance company can continue to earn investment income from the settlement money for as long as the insurance company can maintain possession of the settlement funds. We are aware that many insurance companies use the tactic of requesting unnecessary additional information to delay payment, but it will not work against this firm and its clients. Additionally, in the unlikely event that there is a legitimate need for additional information, we will have to request that information from another party. Therefore, any request for additional information must be made as soon as possible and at least ten (10) days before the deadline so that we will have a reasonable opportunity to try and obtain the requested information. We have done everything reasonable to warn you that this offer of compromise includes a time-limited demand for the payment of policy limits. Please be aware that the deadline for payment and compliance with all other terms will not be extended based on a request for additional information because this offer of compromise already includes more than enough information to compel payment. Please do not place your insured's assets in jeopardy by incorrectly assuming that a request for additional information will extend the deadline of this offer of compromise. Failure to meet the deadline for any reason will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pee Dee: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach * Columbia * Orangeburg * Wilmington, North Carolina

I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roy T. Willey, IV". The signature is written in dark ink and includes a stylized flourish at the end.

Roy T. Willey, IV

RTW/
Enclosures

AFFIDAVIT OF HELEN HAM

Personally appeared before me who, being duly sworn, states as follows:

1. My name is Helen Ham
2. As of August 20, 2014, I was known as Helen Ham.
3. I am over the age of 18, and as of August 20, 2014, resided in Darlington County, South Carolina.
4. On August 20, 2014, I was involved in a motor vehicle collision whereby the vehicle I was driving and injured Ms. Pam Goodwin.
5. At that time, the vehicle I was driving had a policy of insurance issued by Allstate Insurance Company.
6. That as of August 20, 2014, there were no other policies of insurance that would apply to compensate Pamela Goodwin for the losses incurred on that date.

FURTHER AFFIANT SAYETH NOT.

Helen Ham

Sworn to and Subscribed before me this

____ day of _____ 2014

Notary Public for _____

My Commission Expires _____

Renewal auto policy declarations

Policy number: **963 663 578**
 Policy effective date: May 27, 2014
 Your Allstate agency is James H Potter
 (843) 662-7100

Page 2 of 4

Excluded drivers from your policy

None

Coverage detail for 2007 Chevy Trk Silv1500 2wd

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance			
Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$160.85
Property Damage	\$50,000 each accident	Not applicable	\$71.39
Uninsured Motorists Insurance			\$16.90
Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	
Property Damage	\$50,000 each accident	\$200	
Underinsured Motorists Insurance		Not applicable	\$39.20
Bodily Injury	\$50,000 each person \$100,000 each accident		
Property Damage	\$50,000 each accident		
Auto Collision Insurance	Actual cash value	\$500	\$111.55
(Safe Driving Deductible Reward - deductible reduction amount available is \$0)			
Auto Comprehensive Insurance	Actual cash value	\$500	\$67.54
Towing and Labor Costs	\$100 each disablement	Not applicable	\$6.40
Rental Reimbursement	up to \$40 per day for a maximum of 30 days	Not applicable	\$23.66
Automobile Medical Payments	Not purchased*		
Customizing Equipment - Collision	Not purchased*		
Customizing Equipment - Comprehensive	Not purchased*		
Contents	Not purchased*		
Sound System	Not purchased*		
Tape	Not purchased*		
New Car Expanded Protection	Not purchased*		
Total Premium for 2007 Chevy Trk Silv1500 2wd			\$497.49

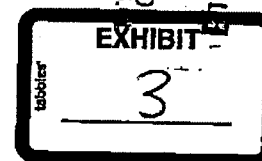
* This coverage can provide you with valuable protection. Talk to your agent about the availability of this coverage and whether it meets your needs.

VIN 1GCEC140272512765

Lienholder
Heritage Community

Rating information

- Owns residence
- This vehicle is driven over 7,500 miles per year, for pleasure, married driver age 67, good driver rate





You're in good hands.

the Anastopoulos Law Firm, LLC
2557 ASHLEY PHOSPHATE RD
N CHARLESTON SC 294184431

PHONE NUMBER: 803-213-3742
FAX NUMBER: 866-447-4293
OFFICE HOURS: Mon - Fri 8:00 am - 5:30 pm,
Sat 8:00 am - 4:00 pm

Please find enclosed the settlement check of policy limits for the bodily injury claim of your client, covenant not to execute for the bodily injury only and the Insured's affidavit as you have requested. The covenant is for the bodily injury only and preserves your client, Pamela Goodwin's, right to pursue a property damage claim should one be presented.

TERRY SKIPPER

TERRY SKIPPER
803-213-3742
Allstate Fire and Casualty Insurance Company

FILED
2017 DEC 27 PM 1:45
SCOTT B. SUGGS
CLERK OF COURT/R.O.D.
DARLINGTON COUNTY, S.C.

EXHIBIT

4

0338287329 NTS

ANASTOPOULO LAW FIRM

Akim A. Anastopoulos (SC)
Samuel R. Flynn (SC)
John L. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (CA)(GA)(NC)(SC)
Casey Van Valkenburgh (SC)
P. Heath Ward (SC)
Katie M. Wilensky (SC)
Roy T. Willey, IV (SC)
Thomas Bailey Smith (SC)*
*Affiliate Counsel

Toll Free: 1 (800) 313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
eric@akmlawfirm.com

December 29, 2014

Terry Skipper
Allstate Insurance Company
PO Box 660636
Dallas, TX 75266

RE: *My Client:* Pamela Goodwin
Claim No.: 0338287329 NTS

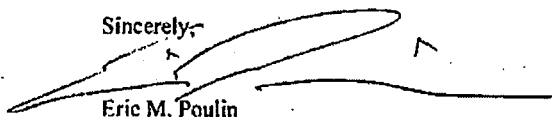
Dear Mr. Skipper:

I am in receipt of your letter dated December 23, 2014, and the check (#521274132) and "Agreement and Covenant Not to Execute" that was included therewith. Under cover of this letter, I am returning the same. As you know, by letter dated December 12, 2014, my client offered to settle her claims against your insured pursuant to an Offer of Compromise. Allstate failed to comply with the terms of that offer, causing it to be immediately and permanently withdrawn. Unfortunately, my client is no longer in a position to settle for the policy limits given Allstate's bad faith delay in tendering the same..

As you know, and as Ms. Goodwin stated in her Offer of Compromise, "under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See Maxton v. Payes, 313 S.C. 109, 437 S.E.2d 66 (1993)." Nevertheless, let me remind you that our client's offer explicitly stated: "Please be aware that our demand for policy limits is not negotiable and that ALL conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by Allstate Insurance Company, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn...*" In our offer, we also make you "aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer."

The package sent to us by Allstate with the check, and Agreement and Covenant Not to Execute did not accept the terms offered by our client to settle her claims against your insured. Therefore, we have been forced to return the check to you and will file suit against your insured this week. If you did not do so as a result of our urging in our offer of compromise, please explain to your insured that she has the right to hire a personal attorney to advise her of her rights and to protect her personal assets since it has become clear that Allstate Insurance Company is putting its own interests above hers.

Sincerely,


Eric M. Poulin

Enclosures: \$50,000 Check (#521274132)
Cc: Pamela Goodwin

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pee Dee: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach • Columbia • Orangeburg • Wilmingon, North Ca

FILED
2014 DEC 27 PM 1:45
SCOTT B. SUGGS
CLERK OF COURT/ROD.
JUNIOR COURT, S.C.

EXHIBIT

5

ANY DISPUTE REGARDING THIS AGREEMENT OR ANY SERVICES RENDERED UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE SOUTH CAROLINA ARBITRATION ACT, S.C. CODE AN. '15-48-10 et seq., AS AMENDED, TO THE FULL EXTENT AS IS PERMISSIBLE UNDER THE ACT.

ATTORNEY RETAINER AND CONTINGENT FEE AGREEMENT

In consideration of legal services to be rendered by ANASTOPOULOU LAW FIRM, LLC, Pamela Goodwin, the undersigned, hereinafter referred to as the "Client", retains the ANASTOPOULOU LAW FIRM, LLC herein after referred to as the "attorney", to represent him/her with respects to all claims against Helen Metroto and whomever (including corporations and governmental bodies) may be liable for all damages, (actual, consequential, special and/or punitive) and injuries suffered by the Client resulting from the incident which occurred on or about 5/20/14, hereinafter referred to as the "Claim". Furthermore, if wrongful death and/or survival claims are pursued, the Client authorizes the attorney to prosecute this case on behalf of all legal beneficiaries of the decedents.

Client employs and authorizes the above attorney, their agents and employees, to take all steps in this matter deemed by attorney to be necessary and appropriate to obtain a satisfactory result, including but not limited to, securing a complete investigation, instituting legal proceedings, entering into settlement negotiations, preparing for and/or proceeding to trial and/or discontinuing litigation. Attorney agrees not to settle or compromise the case without the Client's approval regarding the terms and form of the settlement. Client understands and consents that any of the attorneys from the ANASTOPOULOU LAW FIRM, LLC or associate counsel is authorized to serve as the attorney on the claim or case. It is further understood and agreed that the attorney is not obligated or under employment to negotiate or settle property damage issues, or establish or maintain probate accounts or open probate estates.

Client agrees to pay the attorney a fee, contingent on what is recovered in this matter by way of settlement, judgment or otherwise, to be computed as follows:

- (1) 33 1/3 % of the total amount recovered before suit is filed; or
- (2) 40 % of the total amount recovered after suit is filed (whether tried or not);

In the event an appeal is taken, a separate agreement shall be entered into between the parties regarding additional services to be provided by attorney for the appeal and additional attorney fees and expenses related to the appeal only.

IN ADDITION TO AND AFTER DEDUCTION OF, THE ABOVE ATTORNEY FEES, Client shall pay to attorney all case cost, expenses and any other monies advanced by attorney in connection with said matter at the time of the disposition of the case. Said expenses shall include, but not be limited to investigation, travel, lodging, physician and/or expert witness fees, consultant fees, settlement, mediation, and/or trial presentations and/or exhibits. In addition to the aforementioned expenses, an amount will be deducted from Client's recovery for repayment of administrative expenses incurred for copying cost, postage, long distance calls, delivery cost, mileage, etc. If said administrative cost exceeds seventy-five dollars (\$75.00), the said expenses will be itemized on Client's Disbursement Sheet; otherwise, a flat charge of (\$75.00) for administrative cost will be charged. Client understands that all expenses incurred for medical treatment are the exclusive responsibility of the Client and Client further extends permission to attorney to contact other individuals, corporations, healthcare providers and others concerning liens and authorizes attorney to deduct from Client's share and to directly pay any unpaid balances due to doctors, chiropractors, hospitals, healthcare providers, expert medical witnesses, or medical creditors in connection with the case. Client further authorizes attorney or an employee or agent of attorney to contact Medicare and Medicaid about any potential medical lien, and to negotiate and/or pay any outstanding lien to Medicare/Medicaid out of Client's share of the recovery. Client understands and agrees that attorneys fees are computed and paid before expenses are deducted or liens are paid. Attorney shall have a lien on said claim, suit or recovery for said fees and expenses.

I understand that ANASTOPOULOU LAW FIRM, LLC will review my case prior to a lawsuit being filed and has the sole discretion on whether attorney will proceed with a lawsuit. It is also understood that the attorney retains the right, at any time, following the investigation, discovery or research, to release itself from this contract and withdraw from the representation of the Client, if it appears to the attorney that circumstances have developed which would hinder continued effective litigation of the case or that continued litigation would not be cost effective or result in a sustainable or collectible judgment.

EXHIBIT

tabbier

6

If an offer of settlement is made, and attorney recommends to the Client that the offer be accepted, but Client refuses to accept the offer, attorney may withdraw from the representation of Client, so long as withdrawal can be accomplished without prejudicing the client. Neither inconvenience in locating a replacement counsel nor inability to retain substitute counsel is to constitute prejudice to the client. If attorney should withdraw following Client's refusal to accept a recommended offer of settlement, and one or more of the claims covered by this contract ultimately results in a recovery, attorney will be entitled to fair compensation for the work done by him and to reimbursement of expenses and advancements made by him before withdrawing. Fair compensation in such instance is defined as, the part of the contingent fee that best represents the contribution made and risk assumed by attorney relative to the total of all contributions and risks viewed retrospectively as of the resolution of the claims covered by this contract.

Client hereby appoints attorney as limited attorney-in-fact to receive and endorse any and all funds paid to client as a result of the claims rendered herein, solely for the purposes of depositing said funds in attorney's trust account pending clients' instruction as to disbursement as set forth herein. This appointment is provided as a convenience to the client and to expedite distribution of net proceeds to the client.

If the client discharges attorney, (a) attorney will be entitled to the reimbursement of all expenses, regardless of whether the claims covered by this contract produce any monetary recovery; and (b) attorney will be entitled to fair compensation for the work performed prior to discharge if there is an ultimate monetary recovery. In the event client discharges attorney, ANASTOPOULO LAW FIRM, LLC will acquire a lien on any outside recovery for an amount totaling the fee due under this contract based on ANASTOPOULO LAW FIRM, LLC's highest settlement offer prior to client's discharge of attorney.

Client authorizes attorney to destroy or dispose of client's file contents and all evidences gathered in connection therewith, and any of client's property in the attorney's possession relating to the case, six (6) years following the conclusion of the case or the conclusion of attorney's representation unless Client notifies attorney in writing that Client wants a copy of the file and pays all copying costs.

Client authorizes attorney and all agents and employees to give any medical providers, insurance adjuster, attorney information regarding the case.

Client does hereby authorize ANASTOPOULO LAW FIRM, LLC to engage the services of any attorney, whether or not such attorney is a member or employee of ANASTOPOULO LAW FIRM, LLC for and on behalf of the Client if it is deemed to be in the best interest of Client, so long as the fee charged to Client is not altered in any way.

Client: Pamela Renee Goodwin

Attorney: Steven G. Anastopoulos

Date: This 22 day of August, 2014.

Can I get a cashier's check in a banking center?

If you're a Bank of America customer with a checking or savings account, you can get a cashier's check for a \$10 fee (which will be waived for some account types; refer to the Personal Schedule of Fees for complete details).

Don't have a checking or savings account with us? We're sorry, but we won't be able to provide you with cashier's checks. Locate a nearby financial center

What alternatives does Bank of America offer to a cashier's check?

Try one of our many convenient payment services. Zelle®, Online Bill Pay and money transfer are available in our mobile app or online.

Payment service	Description	Common uses	Additional information
Zelle®	Send money to almost anyone in minutes, no matter where they bank (up to \$2,500). Through our mobile app with Zelle®, all you need is the individual's mobile phone number or email address. Download the mobile app now	• Pay rent to an individual • Pay a roommate or friend for your portion of the rent or bills	Learn more about Zelle®
Online Bill Pay	Schedule recurring or one-time bill payments with Online Banking. Many bills can be paid electronically as soon as the next business day. Use online bill pay today	• Pay rent to a leasing company or property manager • Pay monthly bills and other service providers (mortgage, credit cards, utilities, cable, etc.)	Learn more about online bill pay
Money transfer	Transfer money to almost any individual or business quickly and securely online. Transfer money now	• Pay rent to an individual or business	Learn more about money transfers

Learn about international and domestic wire transfers

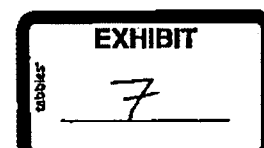
What is a scheduled transfer?

A scheduled transfer is a way of automatically moving money from your checking account to another checking or savings account each pay period.

To set up your automatic transfers, simply sign in to Online Banking and select **Transfers** at the top of the page. Or, you can visit your nearest banking center, where an associate will be happy to assist you.

Enroll now in Online Banking.

<https://www.bankofamerica.com/deposits/manage/faq-account-information-and-access.g0>



IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE 4TH JUDICIAL CIRCUIT
CASE NO: 2015-CP-16-0815

ALLSTATE FIRE & CASUALTY
INSURANCE COMPANY,

Plaintiff,

v.

PAMELA GOODWIN,

Defendant.

**DEFENDANT'S MOTION TO
RECONSIDER**

TO: THIS HONORABLE COURT AND ALL COUNSEL OF RECORD

Pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, Defendant, Pamela Goodwin ("Defendant"), submits this Motion to Reconsider this Court's Order granting summary judgment in favor of Plaintiff, Allstate Fire & Casualty Insurance Company's ("Plaintiff"). The grounds for Defendant's motion are as follows:

- The Court determined that Plaintiff was entitled to summary judgment as a matter of law based upon Plaintiff's tendering a handwritten, "manual" check and bodily injury insurance proceeds to Defendant in response to Defendant's Offer to Compromise, which demanded that Plaintiff tender both bodily injury and property damage limits of the subject insurance policy be paid by cashier's or certified check. The Court's grant of summary judgment in favor of Plaintiff is incongruent with the basic tenants of contract law, specifically that, where the material terms of form of payment and amount of payment were not tendered by Plaintiff in response to Defendant's offer for same, contract formation did not occur, Plaintiff's improper tender was merely a counteroffer, and Defendant, not Plaintiff, is entitled to summary judgment as a matter of law.

SCOTT B. SUGGS
CLERK OF COMMON PLEAS
DARLINGTON COUNTY, S.C.

2015 APR 16 PM 2:03

FILED

STATEMENT OF FACTS

This offer/acceptance contractual dispute originates from an August 2014 automobile versus motorcycle collision. The collision involved Defendant and Plaintiff's insured, Helen Metrotol-Ham ("Ham").¹ (See Ex. 1: Police Report.) Due to Defendant's injuries, Defendant's counsel sent a time-limited offer of compromise to Plaintiff requesting payment of all applicable limits. (See Ex. 2: Offer of Compromise (emphasis added).) In this circumstance, Ham's liability limits were \$50,000 in bodily injury and \$50,000 in property damage. (See Ex. 3: Allstate Declarations Page.) Defendant's offer requested payment under both bodily injury and property damage policies. (See Ex. 2 at pp. 3-7.) The offer also requested a payment via certified check. (See Ex. 2 at pp. 3-7.) In response, Plaintiff only tendered Ham's bodily injury limits and a handwritten, "manual" check. (See Ex. 4: Letter Serving Bodily Injury Limits.) Since Plaintiff did not meet the terms of Defendant's offer, the settlement documents and \$50,000 bodily injury manual, non-certified check were returned to Plaintiff. (See Ex. 5: Letter Returning Non-Certified, Manual Check.) Defendant's agreement with her counsel, contrary to Plaintiff's assertion, does provide her counsel with the authority to negotiate or settle property damage issues with Plaintiff. (See Ex. 6: Retainer Agreement.) Defendant later filed suit against Ham in the Darlington County Court of Common Pleas, which was assigned case number 2015-CP-16-0001.

Plaintiff filed its Amended Complaint for Declaratory Judgment ("DJ") action on November 19, 2015, in this Court. This DJ is one of many similar suits filed by Allstate. (See 2016-CP-14-0167: *Allstate v. Fred Floyd*; 2016-CP-17-187: *Allstate v. Hazel Stephens*.) In its DJ, Plaintiff seeks a declaration that it fulfilled its obligations under its policy and Defendant's Offer. (See Compl. at ¶¶ 24-27.) However, the evidence in this case is clear, based on the terms of

¹ Ham is not the named insured on the policy, however that fact is not germane here.

Defendant's offer and the terms of Plaintiff's response to same, there was no mirror image acceptance on the part of Plaintiff. Thus, under basic, long-standing common law contract principles, Plaintiff's "acceptance" was effectively a counteroffer/counter proposal, and Defendant is entitled to summary judgment in her favor, as set forth in Defendant's own Motion for Summary Judgment, which is currently pending before this Court.

LEGAL STANDARD

Rule 59 of the South Carolina Rules of Civil Procedure allows a party to file a motion to reconsider a judgment for two specific reasons. Rule 59(e), SCRCP; *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). First, a motion to reconsider is appropriate when a party "believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Elam*, 361 S.C. at 24, 602 S.E.2d at 780. Second, "a party must file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review." *Id.*

ARGUMENT

"A suit seeking a declaratory judgment is neither legal nor equitable; rather, it is determined by the nature of the underlying issue. . . . The interpretation of a contract is an action at law." *Alexander's Land Co., L.L.C. v. M & M & K Corp.*, 390 S.C. 582, 591-92, 703 S.E.2d 207, 212 (2010). The purpose of Plaintiff's DJ is purely to determine whether or not Plaintiff complied with Defendant's offer. Plaintiff seeks a judicial declaration that it met the terms of Defendant's offer. The issue before the Court is simply whether or not Plaintiff met the essential and material terms of Defendant's offer. In other words, whether contract formation under the common law of this State occurred by virtue of Plaintiff's tender. Accordingly, there are only two results that arise from Plaintiff's DJ: (1) the Court finds that Plaintiff complied with Defendant's offer; or (2) the

Court finds that Plaintiff did not comply with Defendant's offer. However, in the Court's grant of summary judgment in favor of Plaintiff on March 16, 2018, the Court failed to fully consider that the form and amount of payment are material terms to a common law contract, and where Plaintiff cannot show strict compliance with the material terms of Defendant's offer, Plaintiff's tender was nothing more than a counteroffer, contract formation never occurred, and, thus, the Court's grant of summary judgment in favor of Plaintiff should be reconsidered in favor of Defendant.

"Nothing is better settled than that in order to constitute a contract there must be an offer on one side and an unconditional acceptance on the other. *Sossaman v. Littlejohn*, 241 S.C. 478, 485-86, 128 S.E.2d 124, 127 (1963) (quoting *Cohn v. Penn. Beverage Co.*, 313 Pa. 169 A. 768). It is well established that, in order to constitute a contract, "the acceptance of the offer *must be absolute and identical* with the terms of the offer. *Id.* Thus, if one party offers another party to do a definite thing, and that other party accepts conditionally or proffers a new term into the acceptance, his answer is nothing more than a counter proposal. *Id.* (holding that the time and manner of payment on a contractual obligation is a material part of a transaction, and where plaintiff proposed his alleged acceptance conditions other than cash upon delivery was a counter proposal, not a contractual acceptance); *see also* Restatement (Second) of Contracts § 59 (1981) ("A reply to an offer which purports to accept it but is conditional on the offeror's assent to terms additional to or different from those offered is not an acceptance but is a counter-offer.").

This Court's March 16, 2018, Order states that "[i]n ascertaining intent, the court will strive to discover the situation of the parties, along with their purposes at the time the contract was entered," *Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC*, 374 S.C. 483, 498, 649 S.E.2d 494, 501 (Ct. App. 2007) (emphasis added). In using the logic applied in *Ecclesiastes*, one would have to presume that contract formation has already occurred. In its Order, the Court also discusses

and emphasizes that, under South Carolina law, a valid and enforceable contract is created when there is a "meeting of the minds between the parties with regard to all *essential* and *material* terms of the agreement[.]" and that a meeting of the minds must be met with regard to "*all essential and material terms of the agreement.*"

Here, due to Defendant's injuries, Defendant's counsel sent a time-limited offer of compromise to Plaintiff requesting payment of all applicable limits. (See Ex. 2: Offer of Compromise (emphasis added).) In this circumstance, Ham's liability limits were \$50,000 in bodily injury and \$50,000 in property damage. (See Ex. 3: Allstate Declarations Page.) Defendant's offer requested payment under both bodily injury and property damage policies. (See Ex. 2 at pp. 3-7 (emphasis added).) The offer also requested a payment via certified or cashier's check. (See Ex. 2 at pp. 3-7 (emphasis added).) In response, Plaintiff only tendered Ham's bodily injury limits and a hand-written, "manual" check. (See Ex. 4: Letter Serving Bodily Injury Limits.) Since Plaintiff did not meet the terms of Defendant's offer, the settlement documents and \$50,000 bodily injury manual, non-certified check were returned to Plaintiff because Plaintiff's purported acceptance was not a mirror image of the terms of Defendant's offer. (See Ex. 5: Letter Returning Non-Certified, Manual Check.) Thus, under the long-standing tenants of common law contract law, as set forth herein, Plaintiff's tender in response to Defendant's offer was nothing more than a counter proposal, and Defendant, not Plaintiff, is entitled to summary judgment on the DJ as a matter of law as there was no meeting of the minds between Plaintiff and Defendant.

Moreover, in arguing its Motion for Summary Judgment, Plaintiff asserts that it cannot issue a cashier's check or certified bank check. Surely, common business practice would show that if Plaintiff has a checking account, which it has the ability to obtain from said bank the type of check required by Defendant's offer. In fact, the manual check that was provided by Plaintiff

was drawn upon its Bank of America account (*See* Ex. 4.) Bank of America's website, as accessed on December 12, 2017, states as follows:

If you're a Bank of America customer with a checking or savings account, you can get a cashier's check for a \$10 fee (which will be waived for some account types; refer to the Personal Schedule of Fees for complete details). Don't have a checking or savings account with us? We're sorry, but we won't be able to provide you with cashier's checks.

(*See* Ex. 7; <https://www.bankofamerica.com/deposits/manage/faq-account-information-and-access.go>)

Defendant does not claim that Plaintiff is a bank or financial institution; however, there is no question of material fact as to Plaintiff's ability to obtain a certified check or cashier's check as required by her offer to compromise.

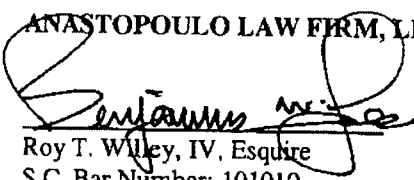
It is also clear, as a matter of law, that the form of payment is a material term, as the *Sossaman* Court very clearly articulated. Plaintiff is effectively attempting to eviscerate the common law mirror image rule by claiming that it met the terms of Defendant's offer to compromise. Defendant's offer was not for goods; rather, it was for tender of all applicable policy limits in the form of a certified or cashier's check, which very clearly and repeatedly included the required tender of full bodily injury and property damage limits. Thus, as payment on a contractual obligation is a material part of an offer to compromise, and where Plaintiff's purported acceptance proposed acceptance contained conditions other than a certified or cashier's check, its delivery of a manual check that did not include full bodily injury and property damage limits was merely a counteroffer/counter proposal, not a contractual acceptance, and the Court should reconsider its grant of Plaintiff's Motion for Summary Judgment.

CONCLUSION

Here, contract formation never occurred because there was no mirror image acceptance on by Plaintiff. The purported acceptance by Plaintiff is, contrary to this Court's March 16, 2018, Order, invalid and unenforceable. As stated more fully above, Plaintiff did not meet the essential and material terms of Defendant's Offer to Compromise. Therefore, the Court should reconsider its grant of summary judgment in favor of Plaintiff, and correctly find that Defendant is entitled to summary judgment in her favor given Plaintiff's failure to perform *all* essential and material terms required by Defendant's offer.

Respectfully submitted,

ANASTOPOULO LAW FIRM, LLC



Roy T. Wiley, IV, Esquire

S.C. Bar Number: 101010

Eric M. Poulin, Esquire

S.C. Bar Number: 100209

Benjamin W. Lee, Esquire

S.C. Bar Number: 103213

32 Ann Street

Charleston, S.C. 29403

(843) 614-8888

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
April 10, 2018
13

1

John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (GA)(NC)(SC)
Casey Van Valkenburgh (SC)(IL)
Philip Heath Ward (SC)
Roy T. Willey, IV (SC)
*Affiliate Counsel

LAW FIRM

Toll Free: 1 (800) 313-2546
Facsimile: (843) 853-2291

Reply to North Charleston Office
www.AldimLawFirm.com

Friday, December 12, 2014

PRIVILEGED AND CONFIDENTIAL:
RELATING TO SETTLEMENT DISCUSSIONS

Sonya ~~Wise~~ NNB
Allstate Fire & Casualty Insurance Company
P. O. Box 7068
Columbia, SC 29202-7068

RE: My Client(s): Pamela Goodwin
DOL: August 20, 2014
Claim #: 0338287329
Pages: 10, Not Including Enclosures

Dear Ms. Wise:

INADMISSIBILITY OF OFFER OF COMPROMISE

Pursuant to South Carolina Rule of Evidence, Rule 408, statements made in compromise negotiations are not admissible at trial. This rule is identical to the Federal Rule and designed to encourage the settlement of controversies by permitting parties to discuss their cases candidly with the assurance that admissions and proposals for compromise made in the course of their good-faith settlement negotiations may not be used against them to later prove liability. Hunter v. Hyder, 236 S.C. 378, 114 S.E.2d 493 (1960). However, evidence of an offer to compromise may be admissible for some other purpose. Meehan v. Commercial Casualty Ins. Co., 166 S.C. 496, 165 S.E. 194 (1932). This entire letter and all of the exhibits attached are submitted with a view toward compromise of this claim. If you do not agree that everything that follows is inadmissible during the litigation of this matter, please stop reading and immediately destroy this letter and its attachments and immediately notify us of your refusal to review our attempt to compromise this claim.

OFFER OF COMPROMISE

This notice, demand, and offer of compromise is directed to you as the insurer of Helen Ham. This letter is written to submit an offer of compromise regarding Pamela Goodwin's claims against your insured(s) in the above-referenced matter. Additionally, this letter places



I. LIABILITY OF HELEN HAM

On the evening of August 20th, 2014, at or about 6:30 pm, Ms. Pamela R. Goodwin, my client, was travelling down E. Home Avenue in Hartsville, South Carolina on a Yamaha motorcycle. The sun had not yet set, (Source: U.S. Naval Observatory). Ms. Ham pulled out from the stop at the intersection of E. Home Avenue and Lee Street, without looking, to make a left turn. Ms. Ham chose to drive at an excessive rate of speed, and did not keep a proper look out, endangering the lives of everyone in her path. Unfortunately, the Goodwin family, and Ms. Pamela Goodwin, became her victims.

Ms. Goodwin loved to ride motorcycles. She worked full-time as a bartender at Larry Moore's Bar and Grill. On August 20th, 2014, she left her home to go to work. She was riding her cousin's motorcycle. At the same time Ms. Goodwin was traveling along E. Home Ave., Ms. Ham came to the stop sign at the corner of Home Ave. and Lee Street. Ms. Goodwin made it to the intersection. She remembers seeing Ms. Ham's vehicle pull out into the intersection. Ms. Goodwin tried to swerve so that she would not be hit, but Ms. Ham was driving too fast and did not see Ms. Goodwin. Ms. Ham's vehicle smashed into Ms. Goodwin's leg and the motorcycle. The impact of the Ms. Ham's vehicle against the motorcycle launched Ms. Goodwin through the air into the woods. The impact of the collision and the resulting landing caused Ms. Goodwin severe injuries. The first thing she noticed when she came-to was that her foot was bent completely backward toward her knee. Ms. Goodwin was in severe pain. The emergency first-responders had to cut off Ms. Goodwin's pants and boots just to treat her.

Ms. Goodwin was severely injured because Ms. Ham failed to keep a proper lookout before pulling out into traffic to make her left turn. Ms. Ham negligently accelerated to a high speed before looking both ways, and broad-sided Ms. Goodwin. It is possible that Ms. Ham was distracted by the use of her cell phone, or otherwise, as she made her turn, but it is undisputed that she did not react in any manner before striking Mr. Goodwin. In fact, the police officer that responded to the scene stated in his report that Ms. Ham "failed to yield" when she pulled out and struck Ms. Goodwin, knocking her off the motorcycle and causing her substantial, excruciating, and debilitating injuries (See Exhibit A, Police Report).

In a lineal sense, there are three factors that Ms. Ham had control over that would have aided her reaction time. First, she could have been travelling at a lower rate of speed. Travelling at a lower rate of speed would have allowed her to avoid striking and injuring Ms. Goodwin, since she would have had more time to react once she saw her, and/or would have had the opportunity to brake or swerve. Second, she could have been not distracted while driving. If Ms. Ham was not distracted she could have seen Ms. Goodwin sooner, thereby affording her more time to react and avoid striking him. Third, she could have kept a proper lookout before making a turn on a busy street. Unfortunately, she did not avoid Ms. Goodwin, and as a result Ms. Goodwin was injured, making liability in this case clear.

Ms. Goodwin was a full-time bartender at Larry Moore's Bar & Grill. She had just become a grandmother at the time she was injured. She was on her way to work when Ms. Ham pulled out and knocked Ms. Goodwin off the motorcycle on August 20th, 2014.

Unfortunately, and due to the driving of Ms. Ham, Ms. Goodwin sustained catastrophic bodily injuries due the total body blunt force trauma from the vehicle driven by Ms. Ham inflicted upon her, and the subsequent impact with the ground and pavement (See Exhibit B, Medical Records). The impact resulted in Ms. Goodwin sustaining a crushed femur, broken in six places, and a broken foot. She no longer can work as a result of these injuries. Ms. Goodwin went through several operations. She almost lost both a leg and a foot. She will not be able to put weight on her feet for six months. As a result, Ms. Went from making \$250 per week from her side jobs, and \$800 per week from her job at Larry Moore's Bar & Grill, to making absolutely nothing. Ms. Goodwin cannot play with her grandchild, she cannot walk, she cannot ride horses or motorcycles, she cannot work, and she cannot live the life she was living before the incident, unfortunately, and due to Ms. Ham's driving Ms. Goodwin went from a life of independence to requiring in-home care.

Summary of Damages

Under South Carolina law, Ms. Goodwin is entitled to damages under a negligence claim. The value of negligence claims vary widely from anywhere between several hundred thousand, and several hundred million dollars. Ms. Goodwin is also entitled to receive compensation for her property damage, as well as punitive damages.

Ms. Goodwin suffered catastrophic injuries, and has permanent damages. Her medical bills alone are approaching \$100,000.00, without taking into consideration any future surgeries or therapy she may need. Therefore, we conservatively estimate the value of this claim at \$1,200,000.00.

Estimated Value: \$1,200,000.00

Punitive Damages

Please also be aware that striking a motorist due to recklessness, distracted driving, and other willful and wanton behavior subjects Ms. Ham to punitive damages, and that punitive damages may not be able to be discharged in bankruptcy under federal law or South Carolina law. Please be aware that, based on past precedent we expect this case to yield a verdict in excess of the policy limits. Accordingly, if you force this case to trial, the verdict is unlikely to be discharged in bankruptcy and we will follow Helen Ham for the rest of her life and take any property, and possessions she may ever accumulate until the verdict is paid in full.

From 2008 to 2010, South Carolina was one of the five worst states for motor vehicle safety, making potential jurors acutely aware of the risks of distracted and reckless driving.

As a result, potential jurors may know, or know of, someone who was injured or killed as a result of reckless driving. It is our belief these facts will drive the verdict in this case to be particularly harsh. It is our hope that this case will stop Ms. Ham from ever driving while

III. **DEMAND PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933), and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).**

Based on Helen Ham's reckless driving and complete disregard for the safety of others on the road, the fact that she was likely distracted at the time she caused her vehicle to strike Ms. Goodwin, the fact that punitive damages will be imposed against Ms. Ham, the catastrophic injuries to Ms. Goodwin, her lost wages, and her ongoing pain and mental anguish, which she will experience for the rest of her life, we conservatively estimate the value of this case to be in excess of the policy limits. As there is a possibility that underinsured motorist coverage may be available to Pamela Goodwin, we cannot offer a full and final release at this time. Instead, we require payment of the policy limits of all applicable policies, under which you insure Helen Ham in a form that will not prejudice our client's right to seek recovery from any other insurance carriers. This offer of compromise requires that policy limits are **RECEIVED**¹ no later than 5:00 p.m. EDT on 12/27/2014, and requires that Helen Ham provide sworn and notarized statements that there is no other insurance coverage available to her that could pertain to this loss. **THIS OFFER OF COMPROMISE INCLUDES A TIME-LIMITED DEMAND FOR PAYMENT OF POLICY LIMITS, AND, AT 5:00 P.M. EDT ON 12/27/2014, THIS OFFER WILL BE WITHDRAWN AND WE WILL OBTAIN AN EXCESS JUDGMENT AGAINST YOUR INSURED(S) WHICH WILL, IN TURN PROVIDE YOUR INSURED(S) WITH A CLAIM AGAINST ALLSTATE FIRE & CASUALTY INSURANCE COMPANY PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933) and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).** Please be aware that our demand for policy limits is not negotiable and that **ALL** conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn, and we will obtain an excess judgment against your insured and enforce it against her assets.* This offer of compromise does not include the resolution of any claims for any person's or entities other than those injury and property damage claims made by Ms. Goodwin. *Accordingly, any request for a release of claims for other persons or entities and/or any request for indemnification will constitute a counteroffer and rejection of this offer of compromise.*² *If you include indemnification or a release of claims that could be made by*

¹ Settlement funds must be paid by Cashier's Checks, or Certified Bank Checks (not drafts) issued by your insurance company as follows: Pamela Goodwin and the Anastopoulos Law Firm, LLC. The checks must be **RECEIVED** in my office no later than 5:00pm EDT on December 27, 2014. Anastopoulos Law Firm, LLC's Tax I.D. Number is 452775649. For your convenience, our firm's W-9 is also attached hereto (Exhibit C). These funds should be mailed to 2557 Ashley Phosphate Road, North Charleston, SC 29418.

² Please be aware that we have done everything reasonable to warn you that even a mere request for indemnification or a mere request for the waiver of any other rights or claims, including claims for loss of consortium or claims that could be made by or on behalf of any other person or entity, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it

*specifically requires you to prove a proposed Release that complied with this offer by the above deadline.*³ Moreover, if there is any language in the proposed Release or any other documents you send us that requires or even requests Pamela Goodwin to make representations or warranties regarding the absence of medical liens or hospital liens or bankruptcy proceedings relating to Pamela Goodwin, the requirement or request will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. is perfectly capable of reviewing court records to verify this information, and attempting to shift the cost of verifying this information to our client(s) is not acceptable and will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.⁴ Accordingly, please be aware that a requirement or even a request for a "Lien Affidavit" or similar document

was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

³ Please do not attempt to send a proposed Release that includes indemnification or a release of any claims that could be brought by or on behalf of any person or entity other than our client, as we do not represent these persons or entities. The insurance company tactic of including indemnification or a release of unrelated parties in the proposed Release will not work against this firm and its clients. Please be aware that you cannot get around this requirement by sending a cover letter with a non-compliant proposed Release that says your "proposed Release is not a counteroffer." *If you send a proposed Release that includes indemnification or that violates any other terms of this offer, it is a counteroffer regardless of whatever you put in your cover letter.* Pursuant to this offer of compromise, your insurance company cannot provide a letter that says it accepts our offer and then try to trick us by providing a proposed Release that does not comply with our offer. Do not put indemnification language in the proposed Release you send to us in the hope that we will sign your proposed Release without reading it or in the hope that we will rely on a representation in your cover letter that you have accepted our offer of compromise when you have not provided a compliant release. If you do put indemnification language in the proposed Release, it is a counteroffer even if you try to say it is not, and, if you try this tactic, we will proceed to verdict and take your insured's assets until it is paid in full. Please also keep in mind that a proposed Release that includes the release of "any and all claims" would necessarily include claims not covered under this offer of compromise, such as loss of consortium, and is also a counteroffer and rejection. Instead of acting in bad faith and trying to trick us, please just send a reasonable proposed Release that does not include indemnification or the release of property damage claims. Acceptance of this offer of compromise requires you to make your acceptance through performance and not just mere words or promises. Part of the performance required to accept this offer is for you to deliver a proposed Release with the settlement check. Additionally, the proposed Release that is delivered with the settlement check must comply with the terms of this offer. *Regardless of what you might say in your cover letter, if the proposed Release does not comply with this offer, it is a rejection and counteroffer.*

⁴ Please be aware that we have done everything reasonable to warn you that even a mere request for warranties or representations regarding the absence of medical liens or hospital liens or bankruptcy proceedings will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. Please do not place such conditions on the settlement check or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any placement of or request for restrictions not approved herein, whether "accidental" or not, will be a rejection of this demand and will result in the immediate and permanent withdrawal of this offer of compromise.

any individuals or entities other than Helen Ham and ⁵. Moreover, please be aware that will only be released with respect to the bodily injury and property damage coverages of the subject policy and that will not be released with respect to any other policies or coverages not identified herein. Payment must be made as described herein, and payment by any other method, including payment through the registry of any court or through the filing of an interpleader action, will not satisfy the terms of this offer of compromise and will result in the immediate and automatic withdrawal of this offer of compromise. Additionally, filing a declaratory judgment action will result in the immediate, automatic, and permanent withdrawal of this offer of compromise. Please be aware that, under South Carolina law, our offer of compromise must be accepted unequivocally and without variance of any sort and that a purported acceptance of this offer of compromise which imposes *or even requests* conditions beyond those contained in this offer will be construed as a counteroffer and rejection. Please also be aware, that under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See Maxton v. Payes, 313 S.C. 109, 437 S.E.2d 66 (1993). Additionally, any attempted counteroffer by will be deemed a rejection of our offer of compromise and will result in the immediate and permanent withdrawal of our offer of compromise. Furthermore, please be aware that sworn and notarized statements that there is no other insurance coverage that could pertain to this loss must accompany your payment of policy limits. For your convenience, we have provided an affidavit that meets this condition. *Please be aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer.* Additionally, even if you send a cover letter that claims to "unconditionally" or "unequivocally" accept our offer of compromise, but you also send a proposed Release, a settlement check, or any other documents that include any conditions or provisions that are not part of this offer, it will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer. Please do not attempt to trick us by saying in a letter that you accept our offer of compromise and then trying to sneak in additional terms that are not part of our offer. Our offer of compromise must be

⁵ Please be aware that we have done everything reasonable to warn you that even a mere request for the release of any individuals or entities other than Helen Ham and will result in the immediate and permanent withdrawal of this offer of compromise and will place your insured's assets in jeopardy. *Moreover, please be aware that will only be released with respect to the bodily injury and property damage coverages of the subject policy and that will not be released with respect to any other policies or coverages not identified herein and that a request or requirement for a general release or a full and final release of will be a counteroffer and rejection of this offer of compromise.* Please do not place any additional releases on the settlement check, in the proposed Release, or in any other documents you send to us to see if we will not notice and then claim it was an "accident" when we do notice. We are aware that many insurance companies use this tactic, but it will not work against this firm and its clients. Any request for the release of any individuals or entities other than Helen Ham and as described herein, whether "accidental" or not, will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise. Once again, if you send a proposed Release that purports to release any additional individuals or entities, it will be a counteroffer and rejection regardless of any claims of acceptance you make in a cover letter or any other documents you send to us. This offer of compromise requires you to deliver a proposed Release that complies with the terms of this offer of compromise. This offer of compromise requires you to make your acceptance through performance and not just mere words or promises.

company has accepted or is accepting our offer of compromise, if your insurance company's actions and documents (i.e., your proposed Release, settlement check, etc.) do not comply with our offer of compromise, it will be a counteroffer and rejection of our offer. Acceptance of this offer of compromise requires performance and not just mere words or promises. Accordingly, in order to accept this offer of compromise, you must meet all of the terms and conditions of this offer of compromise, including, but not limited to, providing payment and a proposed Release that comply with the terms of this offer of compromise.

Please be aware that the only release we will accept is one that is limited in its scope to protecting your insured from Pamela Goodwin's rights to the personal assets of your insured. *Additionally, this offer relates only to personal injury and property damage claims (and not claims that could be made on behalf of any other person or entity); accordingly, a proposed Release or a statement on the settlement check or any other documents you send to us that purports to release or resolve "any and all claims" will be considered as a counteroffer and rejection of this offer, resulting in the immediate and permanent withdrawal of this offer.* Pamela Goodwin must not be prevented in any way from making a claim against her own insurance carriers. Despite the limited scope of our offer, our offer will protect the interests of your insured because it would only allow Pamela Goodwin to seek the proceeds of their own coverage and other applicable insurance policies relating to personal injuries and it would prevent Pamela Goodwin from seeking the assets of your insured as compensation for the personal injuries and property damages described herein.⁶ If you do not pay policy limits and meet the other requirements contained in this offer within the specified time limit, we will withdraw our offer of compromise and we will obtain an excess judgment against your insured and enforce it against her assets. In view of existing circumstances, we believe your insurance company should accord its insured the same faithful consideration it gives its own interests. If you do not pay policy limits in this case and meet the other requirements contained in this offer, pursuant to the terms of this offer of compromise, Helen Ham may be able to sue your company for compensatory and punitive damages for bad-faith failure to properly adjust this claim. **Please explain to Helen Ham that she has the right to hire an attorney to represent her against Allstate Fire & Casualty Insurance Company and that she has the right to demand that you pay this demand in order to protect her property and possessions.**

Please be aware that this letter constitutes Pamela Goodwin's formal offer and that no oral representations made before or after this letter can alter the terms of this offer. If, for any reason, this firm agrees to change this offer in any way, such changes can and will be made only in a writing that is signed by a member of this firm. The purpose of this paragraph is to specifically prevent from claiming that this offer was modified in any way by an oral communication. *Please be aware that, unless there has been a specific writing signed by a member of this firm that specifically changes this offer, the offer made by this letter has not been changed.* Additionally, there are and will be no oral offers made to resolve this case.

⁶ Please be aware that it is our current belief that Pamela Goodwin may have had underinsured motorist coverage with policy limits far below the full value of this case. However, she may also have no coverage at all. Accordingly, since there is only a small amount of underinsured motorist coverage compared to the actual value of this case, 's acceptance of this offer provides the greatest possible amount of protection for its insured. Thus, if fails to accept this offer, it will be exposing its insured to substantial excess liability and acting in bad faith towards its insured.

any offer of compromise must be made in writing and any acceptance of that offer must be made through performance of the provisions of this offer of compromise in order for this firm and Pamela Goodwin to agree that a binding agreement has been formed. Specifically, this offer of compromise cannot be accepted by a mere statement of unconditional acceptance of this offer; instead, acceptance of this offer requires full performance of all terms and conditions of this offer. If any condition or requirement is not met by the specified deadline or if any additional condition or requirement is imposed upon Pamela Goodwin, then there has been no acceptance and no agreement.

We have supplied you with all information necessary to evaluate this offer of compromise⁷; however, should you have any questions regarding this offer of compromise, please do not hesitate to contact me at (843) 614-8888. Additionally, although any requirement or request for terms and conditions of settlement and compromise that are not approved herein will constitute a counteroffer and rejection of this offer of compromise, if you feel that any part of this letter needs clarification in order for you to comply with its terms, we will be happy to offer any clarification of terms so that you have a full and fair opportunity to comply with this offer. Of course, this letter relates to discussions involving settlement and compromise, and nothing contained herein shall be deemed admissible except to enforce a claim for bad-faith failure to properly adjust this claim.

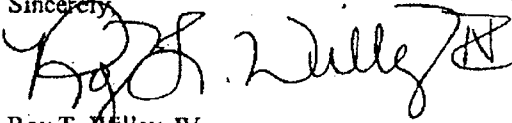
⁷ Please be aware that we have provided you willful and sufficient information to evaluate this offer of compromise and to compel your insurance company to pay its policy limits as demanded. Nevertheless, we are aware that many insurance companies request unnecessary additional information within a few days of the deadline for payment as a tactic to delay the resolution of a case. We are aware that insurance companies make more money when settlements are delayed because the insurance company can continue to earn investment income from the settlement money for as long as the insurance company can maintain possession of the settlement funds. We are aware that many insurance companies use the tactic of requesting unnecessary additional information to delay payment, but it will not work against this firm and its clients. Additionally, in the unlikely event that there is a legitimate need for additional information, we will have to request that information from another party. Therefore, any request for additional information must be made as soon as possible and at least ten (10) days before the deadline so that we will have a reasonable opportunity to try and obtain the requested information. We have done everything reasonable to warn you that this offer of compromise includes a time-limited demand for the payment of policy limits. Please be aware that the deadline for payment and compliance with all other terms will not be extended based on a request for additional information because this offer of compromise already includes more than enough information to compel payment. Please do not place your insured's assets in jeopardy by incorrectly assuming that a request for additional information will extend the deadline of this offer of compromise. Failure to meet the deadline for any reason will be a rejection of this offer of compromise and will result in the immediate and permanent withdrawal of this offer of compromise.

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pec Dec: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach • Columbia • Orangeburg • Wilmington, North Carolina

I look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Roy T. Willey, IV". The signature is fluid and cursive, with a large initial "R" and "W".

Roy T. Willey, IV

RTW/
Enclosures

Personally appeared before me who, being duly sworn, states as follows:

1. My name is Helen Ham
2. As of August 20, 2014, I was known as Helen Ham.
3. I am over the age of 18, and as of August 20, 2014, resided in Darlington County, South Carolina.
4. On August 20, 2014, I was involved in a motor vehicle collision whereby the vehicle I was driving and injured Ms. Pam Goodwin.
5. At that time, the vehicle I was driving had a policy of insurance issued by Allstate Insurance Company.
6. That as of August 20, 2014, there were no other policies of insurance that would apply to compensate Pamela Goodwin for the losses incurred on that date.

FURTHER AFFIANT SAYETH NOT.

Helen Ham

Sworn to and Subscribed before me this

____ day of _____ 2014

Notary Public for _____

My Commission Expires _____

|||||
ANASTOPOULO LAW FIRM LLC
2557 ASHLEY PROSPHATE RD
N CHARLESTON SC 294184431

November 19, 2014

INSURED: ELIZABETH HAM
DATE OF LOSS: August 20, 2014
CLAIM NUMBER: 0338287329 NSS

PHONE NUMBER: 803-213-3679
FAX NUMBER: 866-467-2763
OFFICE HOURS: Mon - Fri 8:00 am - 5:30 pm,
Sat 8:00 am - 4:00 pm

Dear Roy Willey:

I have received your letter dated November 5, 2014. Enclosed is a certified copy of the declaration page for your review.

If you have any questions or concerns, I can be reached at the number below.

Sincerely,

SONYA WISE

SONYA WISE
803-213-3679
Allstate Fire and Casualty Insurance Company

FILED
2018 APR 16 PM 2:03
SCOTT B. SUGGS
CLERK OF COURT/R.D.
DARLINGTON COUNTY, S.C.

GENI001

0338287329 NSS



CLAIM# 0338287329

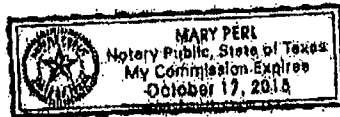
To Whom It May Concern:

I, Patricia Torres, employee of Allstate Insurance Company living, Texas, do certify that the enclosed is a copy of policy and or declaration page for the above claim number, showing the coverages that were on the policy at the time of loss of 08/20/2014. The enclosed copy of policy and or declaration page was printed and mailed through Allstate's Output Processing Center.

Patricia Torres
Claim Support

State of Texas, County of Dallas

On this 17th day of November 2014, before me personally appeared Patricia Torres to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as a free act and deed.



Mary Perl
Notary Public

James H Potter
1608 W Palmetto St
Florence SC 29501

Information as of April 22, 2014

Policyholder(s)

Page 1 of 3

Lyn S and Elizabeth M Ham

Policy number

963 663 378

Your Allstate agency is

James H Potter

(843) 662-7100

JamesPotter@allstate.com



LYN S AND ELIZABETH M HAM
410 CHEROKEE ST
HARTSVILLE SC 29550-3214

You Can Continue Enjoying Great Savings and Safe Driving Rewards

Here's the Allstate® Your Choice Auto Insurance Renewal Offer

I'm pleased to offer to renew your Allstate Fire and Casualty Insurance Company automobile policy with the Your Choice Auto Platinum Protection package for another six months, so you can continue enjoying extra savings and rewards, including*:

- Up to \$500 off your collision coverage deductible
- With safe driving, a credit of up to 5% can be applied to your next renewal premium
- Enhanced accident forgiveness—Your rates won't go up just because of an accident

*This is a brief description and not part of any contract of insurance. Features are optional and subject to terms and conditions. Safe Driving Bonus is based on eligible premium for prior policy period.

And remember that you're getting these features on top of Allstate's quality coverage and 24/7 claim service. You can also qualify for a premium discount at your next renewal by having your insurance payments automatically deducted from your bank account through the Allstate® Easy Pay Plan. Just contact your Allstate agent or representative, or log into your account at allstate.com to apply. If you're already enrolled in the Allstate® Easy Pay Plan the discount has been applied to your policy.

How to Contact Us

The Platinum Protection package is just one of many Your Choice Auto options available. If you have a question or would like additional information about the Platinum Protection package or any package options, please contact me at (843) 662-7100. The enclosed Checklist outlines several additional convenient contact options. It

(continued)



Policy effective date: May 27, 2014
Your Allstate agency is James H Potter
(843) 662-7100

also outlines what's in this package and walks you through any "next steps" you may need to take. And for 24-hour-a-day, 7-day-a-week service and information, just call 1-800-ALLSTATE (1-800-255-7828).

We Appreciate Your Business

Thank you for choosing Allstate—where you get the peace of mind of knowing you, your family and your vehicle are protected by an established, experienced insurance provider offering service when and how you want it.

We appreciate the opportunity to help you protect what you have today and help prepare you for the future.

Sincerely,



James H Potter
Your Allstate Agent

RA732-2

027 010 039
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1190000A3020270275C0001404333246001018001009006971

Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

☐ **What's in this package?**

See the *guide to your welcome package* below for the documents that are included. **Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.

☐ **Am I getting all the discounts I should?**

Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.

☐ **What about my bill?**

Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it. You can also pay your bill online at allstate.com or by calling 1-800-ALLSTATE (1-800-255-7828). If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.

☐ **What if I have questions?**

You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) with questions about your coverage, or to update your coverages, limits or deductibles. Or visit us online at allstate.com.

A guide to your renewal package



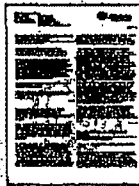
Proof of Insurance ID Cards

Your insurance cards are legally required, so please keep them in your vehicle at all times.



Policy Declarations*

The Policy Declarations lists policy details, such as your specific drivers, vehicles and coverages.



Important Notices

We use these notices to call attention to particularly important coverages, policy changes and discounts.

**To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.*



Proof of Insurance Card

Page 1 of 2

For your convenience, two Insurance cards have been included for each vehicle. State law requires that one of these cards be kept in each vehicle. Please place them in your vehicles by the effective date.



105C

Allstate.
You're in good hands.

Please use the printed Insurance Cards below.

Allstate.
You're in good hands.

Please use the printed Insurance Cards below.

Allstate.
You're in good hands.

Please use the printed Insurance Cards below.

Allstate.
You're in good hands.

Please use the printed Insurance Cards below.

South Carolina Automobile Insurance Identification Card

Allstate.
You're in good hands.

Allstate Fire and Casualty Insurance Company
Lyn S and Elizabeth M Ham
410 Cherokee St
Hartsville SC 29550-3214

POLICY NUMBER
963 663 378
EFFECTIVE DATE
05/27/14
EXPIRATION DATE
11/27/14

YEAR / MAKE / MODEL
2010 Ford Truck Edge
VEHICLE ID NUMBER
2FMDK3KC2ABA68946

This card must be carried in the vehicle at all times as evidence of insurance.

South Carolina Automobile Insurance Identification Card

Allstate.
You're in good hands.

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05/27/14
EXPIRATION DATE
11/27/14

YEAR / MAKE / MODEL
2007 Chevy Trk Slv1500 2wd
VEHICLE ID NUMBER
16CEC140272512765

This card must be carried in the vehicle at all times as evidence of insurance.

South Carolina Automobile Insurance Identification Card

Allstate.
You're in good hands.

Allstate Fire and Casualty Insurance Company
Lyn S and Elizabeth M Ham
410 Cherokee St
Hartsville SC 29550-3214

POLICY NUMBER
963 663 378
EFFECTIVE DATE
05/27/14
EXPIRATION DATE
11/27/14

YEAR / MAKE / MODEL
2007 Chevy Trk Slv1500 2wd
VEHICLE ID NUMBER
16CEC140272512765

This card must be carried in the vehicle at all times as evidence of insurance.

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your agent or producer as soon as possible.
 James H Potter
 (843) 662-7100
 1608 W Palmetto St
 Florence, SC 29501
- The coverage provided by your policy meets South Carolina's minimum financial responsibility requirements.

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 James H Potter
 (843) 662-7100
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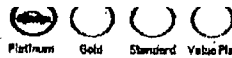
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 James H Potter
 (843) 662-7100
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 Florence, SC 29501
- The coverage provided by your policy meets South Carolina's minimum financial responsibility requirements.

027 010 039
 14042EA002027
 1000000A300027027SC00014042332460010780030909006972


Total Premium for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered	Identification Number (VIN)	Premium
2007 Chevy Trk Silv1500 2wd	1GCEC14027Z512765	\$497.49
2010 Ford Truck Edge	2FMDK3KC2ABA68946	468.01

If you pay in installments*	\$965.50
If you pay in full (includes FullPay® Discount)	\$902.04

*If you pay less than the Pay in Full amount, you will be charged an installment fee(s).

Discounts (included in your total premium)

55 and Retired	\$88.17	Allstate Easy Pay Plan	\$24.53
Multiple Policy	\$41.74	Good Payer	\$41.75
Antilock Brakes	\$72.51	Preferred Package	\$174.13
The Good Hands	\$23.69		
People® Program			
Total discounts			\$466.52

Discounts per vehicle

55 and Retired	\$45.70	Multiple Policy	\$21.65
Antilock Brakes	\$38.20	The Good Hands	\$12.28
		People® Program	
Allstate Easy Pay Plan	\$12.73	Good Payer	\$21.67
Preferred Package	\$90.30		
55 and Retired	\$42.47	Multiple Policy	\$20.09
Antilock Brakes	\$34.31	The Good Hands	\$11.41
		People® Program	
Allstate Easy Pay Plan	\$11.80	Good Payer	\$20.08
Preferred Package	\$83.83		

Listed drivers on your policy

 Lyn Ham
 Elizabeth Ham

Information as of April 22, 2014

Summary

 Named Insured(s)
 Lyn S and Elizabeth M Ham
 Mailing address
 410 Cherokee St
 Hartsville SC 29550-3214
 Policy number
963 663 378

 The company issuing the policy is:
 Allstate Fire and Casualty Insurance Company
 2775 Sanders Road
 Northbrook, IL 60062-6127
 1-800-ALLSTATE (1-800-255-7828)

 Policy period
 Beginning May 27, 2014 through
 November 27, 2014 at 12:01 a.m.
 standard time

 Your Allstate agency is
 James H Potter
 1608 W Palmetto St
 Florence SC 29501
 (843) 662-7100
 JamesPotter@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

SC00030



Policy number: **963 663 378**
 Policy effective date: **May 27, 2014**
 Your Allstate agency is **James H Potter**
(843) 662-7100

Excluded drivers from your policy
 None

Coverage detail for 2007 Chevy Trk Silv1500 2wd

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance			
● Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$160.85
● Property Damage	\$50,000 each accident	Not applicable	\$71.39
Uninsured Motorists Insurance			
● Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$16.90
● Property Damage	\$50,000 each accident	\$200	
Underinsured Motorists Insurance			
● Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$39.20
● Property Damage	\$50,000 each accident		
● Auto Collision Insurance	Actual cash value	\$500	\$111.55
(Safe Driving Deductible Reward - deductible reduction amount available is \$0)			
● Auto Comprehensive Insurance	Actual cash value	\$500	\$67.54
● Towing and Labor Costs	\$100 each disablement	Not applicable	\$6.40
● Rental Reimbursement	up to \$40 per day for a maximum of 30 days	Not applicable	\$23.66
● Automobile Medical Payments	Not purchased*		
Customizing Equipment - Collision	Not purchased*		
Customizing Equipment - Comprehensive	Not purchased*		
Contents	Not purchased*		
● Sound System	Not purchased*		
Tape	Not purchased*		
New Car Expanded Protection	Not purchased*		
Total premium for 2007 Chevy Trk Silv1500 2wd			\$449.49

* This coverage can provide you with valuable protection. Talk to your agent about the availability of this coverage and whether it meets your needs.

VIN 1GCEC14027Z512765

Lienholder
 Heritage Community

Rating Information

- Owns residence
- This vehicle is driven over 7,500 miles per year, for pleasure, married driver age 67, good driver rate

SC010880

072 070 089
 1404234002077
 T000000A307027075C00014042323246001078005009006972

Policy number: **1963 663 378**
 Policy effective date: **May 27, 2014**
 Your Allstate agency is **James H Potter**
(843) 662-7100



Coverage detail for 2010 Ford Truck Edge

Coverage	Limits	Deductible	Premium
Automobile Liability Insurance			
● Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$116.92
● Property Damage	\$50,000 each accident	Not applicable	\$54.34
Uninsured Motorists Insurance			
● Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$16.90
● Property Damage	\$50,000 each accident	\$200	
Underinsured Motorists Insurance			
● Bodily Injury	\$50,000 each person \$100,000 each accident	Not applicable	\$39.20
● Property Damage	\$50,000 each accident		
● Auto Collision Insurance	Actual cash value	\$500	\$137.32
(Safe Driving Deductible Reward - deductible reduction amount available is \$0)			
● Auto Comprehensive Insurance	Actual cash value	\$500	\$73.27
● Towing and Labor Costs	\$100 each disablement	Not applicable	\$6.40
● Rental Reimbursement	up to \$40 per day for a maximum of 30 days	Not applicable	\$23.66
● Automobile Medical Payments	Not purchased*		
Customizing Equipment - Collision	Not purchased*		
Customizing Equipment - Comprehensive	Not purchased*		
Contents	Not purchased*		
● Sound System	Not purchased*		
Tape	Not purchased*		
New Car Expanded Protection	Not purchased*		
Total premium for 2010 Ford Truck Edge			\$485.01

* This coverage can provide you with valuable protection. Talk to your agent about the availability of this coverage and whether it meets your needs.

VIN 2FMDK3KC2ABA68946

Lienholder
Gm Financial

Rating Information

- Owns residence
- This vehicle is driven over 7,500 miles per year, for pleasure, married driver age 57, good driver rate

SC000830



Policy number: **1963 663 378**
Policy effective date: **May 27, 2014**
Your Allstate agency is **James H Potter**
(843) 662-7100

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- South Carolina Auto Policy - AFA24
- Amendatory Endorsement - AP4838
- Claim Satisfaction Guarantee Amendatory Endorsement - AP4780-1
- Dividend Provision - PDU79

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Your rate is lower because you are insuring multiple cars.
- ▶ Your Platinum Protection package contains the following features:
 - Accident Waiver Enhancement Plus feature
 - Safe Driving Deductible Reward feature
 - Safe Driving Bonus feature

Allstate Fire and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.



Steven P. Sorenson
President



Mary J. McGinn
Secretary

027 010 039
140423A002027
T100000A320277075C000140423524600101800600006972 SC010880

Policy number: **963 663 378**
Policy effective date: May 27, 2014
Your Allstate agency is James H Potter
(843) 662-7100



Page 1 of 1

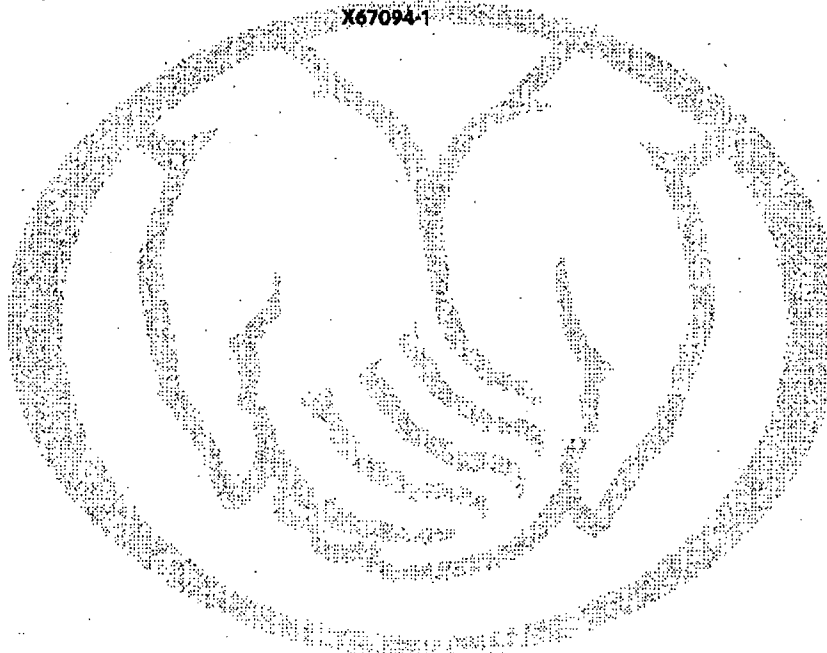
Are You Eligible for New Discounts?

Did you know that you may now qualify for discounts that you previously were not eligible to receive? For instance, in many states, Allstate offers discounts for:

- Drivers who are age 55 and older who are no longer working;
- Young drivers, including students under the age of 25;
- Drivers who have completed approved driver training courses; and
- Drivers who also insure their homes with Allstate.

Please contact your Allstate representative for additional information about discount qualifications, as well as other discounts that may be available.

X67094-1



Policy number: **963 663 378**
Policy effective date: May 27, 2014
Your Allstate agency is James H Potter
(843) 662-7100



Page 1 of 3

Thank you for choosing Allstate. We value you, respect your privacy and work hard to protect your personal information.

This statement is provided on behalf of Allstate Insurance Company and the affiliates ("Allstate") listed at the end of this notice. We would like to explain how we collect, use and share the information we obtain about you in the course of doing business.

Our Privacy Assurance

- We do not sell your personal or medical information to anyone.
- We do not share your information with non-affiliate companies that would use it to contact you about their own products and services, unless permitted pursuant to a joint marketing agreement.
- We require persons or organizations that represent or assist us in servicing your policy and claims to keep your information confidential.
- We require our employees to protect your personal information and keep it confidential.

As you can see, protecting your personal information is important to us. In addition to the practices described above, we use a variety of physical, technical and administrative security measures that help to safeguard your information. For Social Security Numbers (SSN), this includes restricting access to our employees, agents and others who use your SSN only as permitted by law, to comply with the law, to provide you with products and services, and to handle your claims. Also, our employees' and agents' access to and use of your SSN are limited by the law, our policies and standards, and our written agreements.

Our privacy practices continue to apply to your information even if you cease to be an Allstate customer.

What Personal Information Do We Have and Where Do We Get It

We gather personal information from you and from outside sources for business purposes. Some examples of the information we collect from you may include your name, phone number, home and e-mail addresses, driver's license number, Social Security Number, marital status, family member information and healthcare information. Also, we maintain records that include, but are not limited to, policy coverages, premiums, and payment history. We also collect information from outside sources that may include, but is not limited to,

your driving record, claims history, medical information and credit information.

In addition, Allstate and its business partners gather information through Internet activity, which may include, for example, your operating system, links you used to visit allstate.com, web pages you viewed while visiting our site or applications, Internet Protocol (IP) addresses, and cookies. We use cookies, analytics and other technologies to help:

- Evaluate our marketing campaigns
- Analyze how customers use our website and applications
- Develop new services
- Know how many visitors have seen or clicked on our ads

Also, our business partners assist us with monitoring information including, but not limited to, IP addresses, domain names and browser data, which can help us to better understand how visitors use allstate.com.

How We Use and Share Your Personal Information

In the course of normal business activities, we use and share your personal information. We may provide your information to persons or organizations within and outside of Allstate. This would be done as required or permitted by law. For example, we may do this to:

- Fulfill a transaction you requested or service your policy
- Market our products
- Handle your claim
- Prevent fraud
- Comply with requests from regulatory and law enforcement authorities
- Participate in insurance support organizations

The persons or organizations with whom we may share your personal information may include, among others:

- Your agent, broker or Allstate-affiliated companies
- Companies that perform services, such as marketing, credit card processing, and performing communication services on our behalf
- Business partners that assist us with tracking how visitors use allstate.com
- Other financial institutions with whom we have a joint marketing agreement
- Other insurance companies that play a role in an insurance transaction with you



Policy number: **963 663 378**
Policy effective date: **May 27, 2014**
Your Allstate agency is **James H Potter**
(843) 662-7100

- Independent claims adjusters
- A business or businesses that conduct actuarial or research studies
- Those who request information pursuant to a subpoena or court order
- Repair shops and recommended claims vendors

The Internet and Your Information Security

We use cookies, analytics and other technologies to help us provide users with better service and a more customized web experience. Additionally, our business partners use tracking services, analytics and other technologies to monitor visits to allstate.com. The website may also use Web beacons (also called "clear GIFs" or "pixel tags") in conjunction with cookies. If you prefer, you can choose to not accept cookies by changing the settings on your web browser. Also, if you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement located at the bottom of the allstate.com homepage.

To learn more, the allstate.com Privacy Statement provides information relating to your use of the website. This includes, for example, information regarding:

- 1) How we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 2) Who should use our website;
- 3) The security of information over the Internet; and
- 4) Links and co-branded sites.

How You Can Review and Correct Your Personal Information

You can request to review your personal information contained in our records at any time. To do this, please send a letter to the address below requesting to see your information for the previous two years. If you believe that our information is incomplete or inaccurate, you can request that we correct it. Please note we may not be able to provide information relating to investigations, claims, litigation, and other matters. We will be happy to make corrections whenever possible.

Please send requests to:

Allstate Insurance Company Customer Privacy Inquiries
P.O. Box 40047
Roanoke, VA 24022-0047

Your Preference for Sharing Personal Information

We would like to share your personal information with one or more Allstate affiliates in order to make you aware of different products, services and offers they can provide. However, you can request that Allstate and its affiliate companies not share your personal information with our affiliates for marketing products and services.

To request that we not allow other Allstate affiliates to use your personal information to market their products and services, you can contact us by calling 1-800-856-2518 twenty-four hours a day, seven days a week. Please keep in mind that it may take up to four weeks to process your request. If you previously contacted us and asked us not to allow other Allstate affiliates to use your personal information, your previous choice still applies and you do not need to contact us again. If you would like to change your previous choice please call the number above at any time.

We Appreciate Your Business

Thank you for choosing Allstate. We understand your concerns about privacy and confidentiality, and we hope this notice has been helpful to you. We value our relationship with you and look forward to keeping you in Good Hands®.

If you have questions or would like more information, please don't hesitate to contact your Allstate agent or call the Allstate Customer Information Center at 1-800-ALLSTATE.

We reserve the right to change our Privacy practices, procedures, and terms.

Allstate Insurance Company

Allstate affiliates to which this notice applies: Allstate County Mutual Insurance Company, Allstate Finance Company, Allstate Financial Services, LLC (LSA Securities in LA and PA), Allstate Fire and Casualty Insurance Company, Allstate Indemnity Company, Allstate Investment Management Company, Allstate Life Insurance Company, Allstate Life Insurance Company of New York, Allstate Motor Club, Inc., Allstate New Jersey Insurance Company, Allstate New Jersey Property and Casualty Insurance Company, Allstate Property and Casualty Insurance Company, Allstate Texas Lloyd's, Allstate Texas Lloyd's, Inc., Allstate Vehicle and Property Insurance Company, Deerbrook General Agency Inc., Deerbrook Insurance Company, Lincoln Benefit Life Company,

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1100000A3020270275C000140423E324601018008009006972

Policy number: **1903 003 378**
Policy effective date: **May 27, 2014**
Your Allstate agency is **James H Potter**
(843) 662-7100



Page 3 of 3

North Light Specialty Insurance Company, Northbrook
Indemnity Company.

Please Note: Allstate affiliates American Heritage Life Insurance Company, Castle Key Insurance Company and Castle Key Indemnity Company participate in information sharing with the affiliates listed above, but have a separate privacy notice for their customers.

For California residents:

Pursuant to California law, we need to disclose to you that we would obtain your consent before sharing medical information for marketing purposes.

For Montana residents:

Pursuant to Montana law, you may also request a record of any disclosure of your medical information during the preceding three years. Please send requests to: Allstate Insurance Company Customer Privacy Inquiries, P.O. Box 40047, Roanoke, VA 24022-0047.

For Nevada Residents:

Allstate is committed to serving you when and where you prefer as we help you protect what you have today and prepare you for the future. To that end, and as Nevada law requires, if you do not want to receive sales calls from Allstate, you have the option to be placed on our internal "do not call" list. (Please disregard this notice if you have already been added to Allstate's internal "do not call" list.) You may make this request in the following convenient ways:

- Contact your local Allstate agency
- Call 1-800-ALLSTATE and speak with a customer representative
- Visit allstate.com, click on Contact Us and send us an e-mail
- Write to us at Allstate Insurance Company, Attn: Customer Service, P.O. Box 40047, Roanoke, VA 24022-0047

In your discussion or correspondence with us, please be sure to provide us with your name, address and all telephone numbers you wish to include on our list. If you have questions about this notice, you may contact us at the address listed above or you may also contact the Nevada Attorney General's office at:

Office of the Nevada Attorney General
Bureau of Consumer Protection
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

Phone: (702) 486-3132
Email: BCPINFO@ag.state.nv.us

Please note that Allstate's "do not call" list is limited only to telephone solicitation calls. We may still contact you about your Allstate policy, billing issues, claims and other service matters.

For Vermont residents:

We won't share your personal information with Allstate companies for marketing purposes except as allowed by Vermont law.

(ed. 01/2012)

X73180v5

John I. Henderson (SC)
Marianthe L. Kolokithas (SC)
Eric M. Poulin (CA)(GA)(NC)(SC)
Casey Von Valkenburgh (SC)
P. Heath Ward (SC)
Katie M. Wilensky (SC)
Roy T. Willey, IV (SC)
Thomas Bailey Smith (SC)*
*Affiliate Counsel

LAW FIRM

Toll Free: 1 (800) 313-2546
Facsimile: (843) 863-2291

Reply to North Charleston Office
eric@akimlawfirm.com

December 29, 2014

Terry Skipper
Allstate Insurance Company
PO Box 660636
Dallas, TX 75266

RE: My Client: Pamela Goodwin
Claim No.: 0338287329 NTS

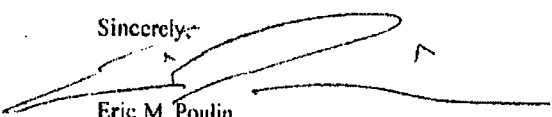
Dear Mr. Skipper:

I am in receipt of your letter dated December 23, 2014, and the check (#521274132) and "Agreement and Covenant Not to Execute" that was included therewith. Under cover of this letter, I am returning the same. As you know, by letter dated December 12, 2014, my client offered to settle her claims against your insured pursuant to an Offer of Compromise. Allstate failed to comply with the terms of that offer, causing it to be immediately and permanently withdrawn. Unfortunately, my client is no longer in a position to settle for the policy limits given Allstate's bad faith delay in tendering the same.

As you know, and as Ms. Goodwin stated in her Offer of Compromise, "under South Carolina law, we have no continuing duty to repeatedly remind you of the deadline or any conditions of our offer, herein. See Maxton v. Payes, 313 S.C. 109, 437 S.E.2d 66 (1993)." Nevertheless, let me remind you that our client's offer explicitly stated: "Please be aware that our demand for policy limits is not negotiable and that ALL conditions of this offer of compromise must be met by the specified time limit. *If any condition is not met, or if any additional condition is imposed by Allstate Insurance Company, including but not limited to conditions of indemnification or the waiver of any rights or claims not specified herein, this offer of compromise will be withdrawn...*" In our offer, we also make you "aware that sending a proposed Release, settlement check, or any other documents that include any conditions or provisions that are not part of this offer will be considered a counteroffer and rejection, resulting in the immediate and permanent withdrawal of this offer."

The package sent to us by Allstate with the check, and Agreement and Covenant Not to Execute, was not accepted. We have not accepted the terms offered by our client to settle her claims against your insured. Therefore, we have been forced to return the check to you and will file suit against your insured this week. If you did not want to be a result of our urging in our offer of compromise, please explain to your insured that she has the right to hire a personal attorney to advise her of her rights and to protect her personal assets since it has become clear that Allstate Insurance Company is putting its own interests above hers.

Sincerely,


Eric M. Poulin

Enclosures: \$50,000 Check (#521274132)
Cc: Pamela Goodwin

Mailing: 2557 Ashley Phosphate Road, North Charleston, South Carolina 29418
Pee Dee: 150 W. Evans Street, Florence, South Carolina 29501

Appointment Only: Myrtle Beach • Columbia • Orangeburg • Wilmington, North Carolina



ANY DISPUTE REGARDING THIS AGREEMENT OR ANY SERVICES RENDERED UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE SOUTH CAROLINA ARBITRATION ACT, S.C. CODE AN. '15-48-10 et seq., AS AMENDED, TO THE FULL EXTENT AS IS PERMISSIBLE UNDER THE ACT.

ATTORNEY RETAINER AND CONTINGENT FEE AGREEMENT

In consideration of legal services to be rendered by ANASTOPOULO LAW FIRM, LLC, the undersigned, hereinafter referred to as the "Client", retains the ANASTOPOULO LAW FIRM, LLC herein after referred to as the "attorney", to represent him/her with respects to all claims against Helen Metrotol and whomever (including corporations and governmental bodies) may be liable for all damages, (actual, consequential, special and/or punitive) and injuries suffered by the Client resulting from the incident which occurred on or about 8/20/14, hereinafter referred to as the "Claim". Furthermore, if wrongful death and/or survival claims are pursued, the Client authorizes the attorney to prosecute this case on behalf of all legal beneficiaries of the decedents.

Client employs and authorizes the above attorney, their agents and employees, to take all steps in this matter deemed by attorney to be necessary and appropriate to obtain a satisfactory result, including but not limited to, securing a complete investigation, instituting legal proceedings, entering into settlement negotiations, preparing for and/or proceeding to trial and/or discontinuing litigation. Attorney agrees not to settle or compromise the case without the Client's approval regarding the terms and form of the settlement. Client understands and consents that any of the attorneys from the ANASTOPOULO LAW FIRM, LLC or associate counsel is authorized to serve as the attorney on the claim or case. It is further understood and agreed that the attorney is not obligated or under employment to negotiate or settle property damage issues, or establish or maintain probate accounts or open probate estates.

Client agrees to pay the attorney a fee, contingent on what is recovered in this matter by way of settlement, judgment or otherwise, to be computed as follows:

- (1) 33 1/3 % of the total amount recovered before suit is filed; or
- (2) 40 % of the total amount recovered after suit is filed (whether tried or not);

In the event an appeal is taken, a separate agreement shall be entered into between the parties regarding additional services to be provided by attorney for the appeal and additional attorney fees and expenses related to the appeal only.

IN ADDITION TO AND AFTER DEDUCTION OF, THE ABOVE ATTORNEY FEES, Client shall pay to attorney all case cost, expenses and any other monies advanced by attorney in connection with said matter at the time of the disposition of the case. Said expenses shall include, but not be limited to investigation, travel, lodging, physician and/or expert witness fees, consultant fees, settlement, mediation, and/or trial presentations and/or exhibits. In addition to the aforementioned expenses, an amount will be deducted from Client's recovery for repayment of administrative expenses incurred for copying cost, postage, long distance calls, delivery cost, mileage, etc. If said administrative cost exceeds seventy-five dollars (\$75.00), the said expenses will be itemized on Client's Disbursement Sheet; otherwise, a flat charge of (\$75.00) for administrative cost will be charged. Client understands that all expenses incurred for medical treatment are the exclusive responsibility of the Client and Client further extends permission to attorney to contact other individuals, corporations, healthcare providers and others concerning liens and authorizes attorney to deduct from Client's share and to directly pay any unpaid balances due to doctors, chiropractors, hospitals, healthcare providers, expert medical witnesses, or medical creditors in connection with the case. Client further authorizes attorney or an employee or agent of attorney to contact Medicare and Medicaid about any potential medical lien, and to negotiate and/or pay any outstanding lien to Medicare/Medicaid out of Client's share of the recovery. Client understands and agrees that attorneys fees are computed and paid before expenses are deducted or liens are paid. Attorney shall have a lien on said claim, suit or recovery for said fees and expenses.

I understand that ANASTOPOULO LAW FIRM, LLC will review my case prior to a lawsuit being filed and has the sole discretion on whether attorney will proceed with a lawsuit. It is also understood that the attorney retains the right, at any time, following the investigation, discovery or research, to release itself from this contract and withdraw from the representation of the Client, if it appears to the attorney that circumstances have developed which would hinder continued effective litigation of the case or that continued litigation would not be cost effective or result in a sustainable or collectible judgment.

EXHIBIT

6

If an offer of settlement is made, and attorney recommends to the Client that the offer be accepted, but Client refuses to accept the offer, attorney may withdraw from the representation of Client, so long as withdrawal can be accomplished without prejudicing the client. Neither inconvenience in locating a replacement counsel nor inability to retain substitute counsel is to constitute prejudice to the client. If attorney should withdraw following Client's refusal to accept a recommended offer of settlement, and one or more of the claims covered by this contract ultimately results in a recovery, attorney will be entitled to fair compensation for the work done by him and to reimbursement of expenses and advancements made by him before withdrawing. Fair compensation in such instance is defined as, the part of the contingent fee that best represents the contribution made and risk assumed by attorney relative to the total of all contributions and risks viewed retrospectively as of the resolution of the claims covered by this contract.

Client hereby appoints attorney as limited attorney-in-fact to receive and endorse any and all funds paid to client as a result of the claims rendered herein, solely for the purposes of depositing said funds in attorney's trust account pending clients' instruction as to disbursement as set forth herein. This appointment is provided as a convenience to the client and to expedite distribution of net proceeds to the client.

If the client discharges attorney, (a) attorney will be entitled to the reimbursement of all expenses, regardless of whether the claims covered by this contract produce any monetary recovery; and (b) attorney will be entitled to fair compensation for the work performed prior to discharge if there is an ultimate monetary recovery. In the event client discharges attorney, ANASTOPOULO LAW FIRM, LLC will acquire a lien on any outside recovery for an amount totaling the fee due under this contract based on ANASTOPOULO LAW FIRM, LLC's highest settlement offer prior to client's discharge of attorney.

Client authorizes attorney to destroy or dispose of client's file contents and all evidence gathered in connection therewith, and any of client's property in the attorney's possession relating to the case, six (6) years following the conclusion of the case or the conclusion of attorney's representation unless Client notifies attorney in writing that Client wants a copy of the file and pays all copying costs.

Client authorizes attorney and all agents and employees to give any medical providers, insurance adjuster, attorney information regarding the case.

Client does hereby authorize ANASTOPOULO LAW FIRM, LLC to engage the services of any attorney, whether or not such attorney is a member or employee of ANASTOPOULO LAW FIRM, LLC for and on behalf of the Client if it is deemed to be in the best interest of Client, so long as the fee charged to Client is not altered in any way.

Client: Pamela Renee Goodwin

Attorney: Adam G. Anastopoulos

Date: This 22 day of August, 2014.

If you're a Bank of America customer with a checking or savings account, you can get a cashier's check for a \$10 fee (which will be waived for some account types; refer to the Personal Schedule of Fees for complete details). Don't have a checking or savings account with us? We're sorry, but we won't be able to provide you with cashier's checks. Locate a nearby financial center

What alternatives does Bank of America offer to a cashier's check?

Try one of our many convenient payment services. Zelle®, Online Bill Pay and money transfer are available in our mobile app or online.

Payment service	Description	Common uses	Additional information
Zelle®	Send money to almost anyone in minutes, no matter where they bank (up to \$2,500). Through our mobile app with Zelle®, all you need is the individual's mobile phone number or email address. Download the mobile app now	• Pay rent to an individual • Pay a roommate or friend for your portion of the rent or bills	Learn more about Zelle®
Online Bill Pay	Schedule recurring or one-time bill payments with Online Banking. Many bills can be paid electronically as soon as the next business day. Use online bill pay today	• Pay rent to a leasing company or property manager • Pay monthly bills and other service providers (mortgage, credit cards, utilities, cable, etc.)	Learn more about online bill pay
Money transfer	Transfer money to almost any individual or business quickly and securely online. Transfer money now	• Pay rent to an individual or business	Learn more about money transfers

Learn about international and domestic wire transfers

What is a scheduled transfer?

A scheduled transfer is a way of automatically moving money from your checking account to another checking or savings account each pay period.

To set up your automatic transfers, simply sign in to Online Banking and select **Transfers** at the top of the page. Or, you can visit your nearest banking center, where an associate will be happy to assist you.

Enroll now in Online Banking.

<https://www.bankofamerica.com/deposits/manage/faq-account-information-and-access.go>



MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

Plaintiff,

v.

PAMELA GOODWIN,

Defendant.

Plaintiff's Attorney: Benjamin W. Lee; Roy T. Willey, IV; Eric M. Poulin Bar Number: 103213; 101010; 100209 Address: 32 Ann Street, Charleston, SC 29403 Phone: 843-614-8888 Fax: 843-853-2291 E-Mail: ben@akimlawfirm.com; roy@akimlawfirm.com; eric@akimlawfirm.com	Defendant's Attorney: A. Johnston Cox Bar Number: Address: 1201 Main St., Suite 1200, Columbia, SC 29201 Phone: (803) 724-1728 E-Mail: jcox@gwblawfirm.com
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER / CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Motion to Reconsider Estimated Time Needed: 15 Minutes Court Reporter Need: ☒ YES / ☐ NO	
SECTION II: Motion / Order Type	
☒ Written motion attached ☐ Form Motion / Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
Signature of Attorney for ☐ Plaintiff / ☒ Defendants	Date Submitted: <u>April 16, 2018</u>
SECTION III: Motion Fee	
☒ PAID - AMOUNT: \$25.00 ☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Proposal order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions ☐ Other: _____ ☐ State Agency v. Indigent Party ☐ Post-Conviction Relief ☐ Motion for Execution (Rule 69, SCRCP) ☐ Name of Court Reporter: _____	
JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE _____ CODE: _____ DATE: _____
CLERK'S SECTION	
Collected by: _____ Date Filed: _____	
☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____	

FILED
2018 APR 16 PM 2:03
SCOTT B. SUGGS
CLERK OF COURT/PRO.D.
ARLINGTON COUNTY, S.C.