

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 II 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)
) COURT OF COMMON PLEAS
COUNTY OF DARLINGTON) 2015-CP-16-00815

ALLSTATE FIRE AND CASUALTY)
INSURANCE COMPANY)
 PLAINTIFF)
 vs.) TRANSCRIPT OF RECORD
)
PAMELA GOODWIN)
 DEFENDANT)

February 23, 2018
Darlington, South Carolina

B E F O R E:

THE HONORABLE PAUL M. BURCH, JUDGE.

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

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Attorney for the Plaintiff

BENJAMIN W. LEE, ESQUIRE
Attorney for the Defendant

HATTIE O. GORDON
Circuit Court Reporter

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EXHIBITS

NO EXHIBITS WERE MARKED OR ADMITTED INTO THE RECORD

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COLLOQUY

1
2 THE COURT: What can I help you with?

3 MR. LEE: Good morning, Your Honor. My name is
4 Benjamin Lee, and I represent the Defendant in this
5 matter, Pamela Goodwin. The Defendant brought this motion
6 for summary judgment and some factual background for Your
7 Honor. I have a copy of my client's motion for summary
8 judgment if you would like to review it. I'm not sure you
9 have one of your own.

10 THE COURT: Make it easier.

11 MR. LEE: Sure. Certainly. May I approach? Thank
12 you, ma'am. Your Honor, this is an offer and acceptance
13 contractual dispute that originates also from an August
14 20th 2014 motor vehicle collision. The collision involved
15 the Defendant, my client, Pamela Goodman and the
16 plaintiff's insured who is named Kelly Medrow Hamm.

17 Due to my client's injuries my client's time limit
18 off of compromised to Allstate requesting payment of all
19 applicable insurance policy limits which would include
20 bodily injury and property damage. Those limits were as
21 follows: \$50,000 in bodily injury and \$25,000 in property
22 damage.

23 Notably, that offer also requested payment be
24 tendered by certified check. In response to the offer of
25 compromise Allstate submitted a manual check and because

1 the terms of the acceptance by Allstate differed in
2 material terms of form of payment and the amount of the
3 payment my client returned the check, the manual check
4 that was tendered, and proceeded to litigation in the
5 underlying case which is Pamela Goodwin v. Kelly Hamm
6 which is also pending in this court.

7 Now, in this case I think it's actually quite cut and
8 dry, Your Honor, because this is a common law contract.
9 Therefore, the Mirror Image Rule would apply. And,
10 therefore, due to the material term of payment and form of
11 payment and that material term is not being met by
12 Allstate in its tendering of a manual check and that
13 manual check was for only the bodily injury portion. That
14 was effectively nothing more than a counteroffer.

15 Therefore, as a matter of law, this Court should find
16 that there is not dispute of material facts as to whether
17 or not the purported acceptance was nothing more than a
18 mirror image of my client's offer.

19 And, therefore, I believe that my client is entitled
20 to support judgment in her favor because it has been a
21 long standing rule of common law that where you have a
22 common law contract the terms of the acceptance must
23 mirror the terms of the offer. The higher courts in this
24 state have long since determined that a material term
25 includes the form of payment. In this situation the form

1 of payment was a manual check.

2 Now, in it's summary judgment motion Allstate says
3 that it is not able to obtain a certified check because it
4 is not a bank. However, that manual check is drafted on a
5 Bank of America bank account. Bank of America on it's
6 website advertises that it is able to prepare a certified
7 check. We know that the account holder for that account
8 was Allstate.

9 But not only that, Your Honor, the amount of the
10 check was for \$50,000. My client's offer requested full
11 limits which included bodily injury and property damage.
12 Therefore, it was \$50,000 short. So it was not only
13 deficient in form but it was deficient in its fashion, and
14 that is that it was less than the amount that was offered.

15 Therefore, I believe this Court should find that
16 summary judgment in my client's favor is appropriate.
17 Thank you.

18 MR. COX: Thank you, Your Honor, my name is Johnston
19 Cox here for Allstate Insurance Company, and we have cross
20 motions for summary judgment and we have also filed a
21 motion for summary judgment and a brief that was filed
22 with the Court which had a bunch of things attached to it
23 that I did not bring with me today but they are in the
24 file. And I do have a copy of it if you'd like so see it
25 just to have for your review.

1 THE COURT: Thank you.

2 MR. COX: Your Honor, the reason that we are here is
3 that the Anastopoulo Law Firm terms of the insurance claim
4 into some game through these letters they send, these
5 demand letters that they send. They make letters so long,
6 so complicated and so vague for the purpose of doing
7 what's going on here, okay.

8 They send a demand letter. In this case it's nine
9 pages long with seven footnotes. That makes it hard for
10 the insurance company to actually figure out what it is
11 they're asking for and what they're demanding.

12 And what the hopes are is that they get a response
13 back or can't get a response back in time so that they can
14 sue Allstate insurers, get an excess verdict and then turn
15 around and allege bad faith against Allstate for failing
16 to reasonably settle the case when they had a chance to do
17 it. All right.

18 So in this case this time to demand was dated
19 December 12th 2014. Allstate received it on December 17th
20 2014. The time demand says they had to receive in their
21 office, all the stuff they were demanding, in their office
22 by December 27th 2014, which is Saturday. All right.

23 So over the Christmas holiday, all right. It gives
24 Allstate about four business days to actually deal with
25 this letter and try the figure out what they're asking for

1 to give them a response. In this letter, once you boil it
2 down, what we determined was that what they're asking for
3 is bodily injury, \$50,000. Their share of \$50,000.
4 They're asking for an affidavit from the insurer stating
5 that there was no other potential coverage out there and a
6 covenant, they call it a release in the letter, but really
7 what they're, when you put all the footnotes and
8 everything together, they're asking for a covenant not to
9 execute that meets all their different criteria, okay.

10 And so Allstate didn't have a lot of time to deal
11 with it, but they dealt with it and they actually got it
12 early. Got it back to them early. They contacted the
13 insured, let them know what was going on, got an affidavit
14 from the insurer.

15 They contacted defense lawyer to look at this letter,
16 figure out what in the world they're asking for, draft a
17 covenant that meets their requirements, okay, and we will
18 handle the check, obviously. All right. So that was
19 done, and Allstate actually made the response to them and
20 delivered it all to them on 12/23, four days before the
21 deadline.

22 So despite doing this we get a letter from
23 Anastopoulo Firm sending everything back. No explanation
24 as to why they were sending it back. So they then filed a
25 lawsuit against the insured. This woman has some serious

1 injuries. Their client has some serious injuries. They
2 filed the lawsuit against the insured. That lawsuit is
3 going on. That was Motion Number Seven, which is to stay
4 that case pending the outcome of this today.

5 So we got a letter. No explanation as to why they
6 rejected it. So I have to file a motion to compel in this
7 lawsuit to get them to answer my discovery to tell me why
8 they rejected it. I had to argue a motion to compel to
9 get them to tell me why they rejected it. What they
10 finally came up with is they said two things.

11 One is that you didn't send a certified check. You
12 sent a regular check. And then now they're claiming that
13 the letter also requested policy -- I mean property damage
14 limits in addition to the bodily injury. And so what
15 we're asking, contrary to what they're asking, is for you
16 to grant summary judgment to Allstate; that there was a
17 satisfaction; that there was a settlement in this case as
18 a matter of law; that we performed what we were supposed
19 to do to get this case settled.

20 So the first issue is -- let's just deal with this
21 and go one by one. Certified check version regular check,
22 okay. They cite the Sussman Case in their brief, and they
23 argue -- their argument is that just because they
24 requested a certified check or a cashier's check and we
25 sent them a different type of check that that give them

1 the protection to reject the settlement. That very reason
2 alone. No reason for that. This is what they asked for.
3 They didn't get it. Therefore, they can reject the
4 settlement.

5 What they site are portions of the Sussman Case, but
6 what they don't cite is the portion of that case and all
7 the other cases that say it had to be a material term.
8 Okay. There has to be a difference, a material
9 difference, in what they were asking for and what they
10 got. And that is the law of South Carolina.

11 There are actually laws that say the Mirror Imagine
12 Rule really is antiquated. The Court of Appeals said
13 that, and it doesn't apply to modern transactions. And so
14 to Mirror Imagine Rule itself is really not in favor in
15 South Carolina anymore.

16 Let's get back to this material difference. Well,
17 there is no material difference between a certified check
18 or a cashier's check, a check from Allstate or any
19 insurance company in this state for that matter. All
20 right. The material term is the amount of money. In this
21 case \$50,000. That's the material term.

22 Would it be a material term if they said that they
23 wanted \$50,000 in pennies? Would Allstate have to bring a
24 truckload of pennies and drop it off at their office or
25 Bit Coins for that matter? No. The material term is the

1 amount of money. There is no evidence in the record in
2 this case that there is a material difference between a
3 certified check, cashiers check and a check from an
4 insurance company.

5 We took Ms. Goodwin's deposition. She couldn't come
6 up with any reason it was different. She didn't say there
7 was any reason they were different or why it made a
8 difference at all between the two types of checks. All
9 right. So she couldn't come up with a material difference
10 between the two. They never even tried to cash the check.
11 They didn't see if it was a good check or a bad check.
12 All right. They just sent it back. So there is no -- she
13 testified that there is no material difference.

14 On top of that our Supreme Court has already told us
15 that there is no material difference between a cashier's
16 check, a certified check or a check from an insurance
17 company. And our Rules of Professional Conduct, 1.15, our
18 Supreme Court has told our lawyers in this state that a
19 cashier's check or certified check or a check from an
20 insurance company, \$50,000 or less, is to be treated
21 exactly the same. There is no waiting on disbursement..
22 There is no difference between those two forms of payment.
23 There is no nothing. There is no difference.

24 The -- another reason and another ground that we are
25 asking for declaring there is no material difference, and

1 this is the practice that needs to stop is what they are
2 asking Allstate to do is an impossibility and other
3 insurance companies. This just isn't Allstate. They're
4 doing this to all other insurance companies, too. Your
5 Honor, I'm handing up so you will not have to dig through
6 the letter to find it.

7 What they have required, this letter says, is that
8 they must be paid by cashier's check, certified bank check
9 issued by your insurance company." Insurance companies do
10 not issue cashier's checks or certified checks. It's an
11 impossibility. Allstate has no -- we've got an affidavit
12 from their claims manager. There is no procedure set up
13 by which Allstate does these things nor is there any other
14 law firm in the State of South Carolina that demands
15 certified or cashier's checks from insurance companies.

16 That is not the normal course of business in South
17 Carolina in settling claims. It's outside the normal
18 course of business in settling claims. It is not a
19 reasonable demand that an insurance company who cannot,
20 because they're not a bank, issue a cashier or certified
21 check. Can't be done. So even if there is some way to
22 get a certified or cashier's check it wouldn't be issued
23 by the insurance company. They would reject it.

24 Not only that, Judge, but they take regular checks
25 from insurance companies all the time. There is no

1 reason, no material reason, for this demand letter other
2 than it gives them the opportunity to layer a protectual
3 reason for rejecting the amount of money. That's it. So
4 we, as far as the difference in the type of check, it is
5 not a material difference.

6 Just because they say it is that doesn't mean it is,
7 and it's not especially in this case in light of our Rules
8 of Professional Conduct and that our Supreme Court says
9 there is no difference. We are asking that this type of
10 thing stop. This is not a game. These people who have
11 been sued, you know, in excess -- for money in excess of
12 their policy limits. This is a big deal for them. It's
13 not just an insurance company issue.

14 Their having to go through this lawsuit worrying
15 about what's going to happen in the end when this case was
16 settled well before any lawsuit was ever filed. All
17 right.

18 So now the second issue they are now claiming that
19 they were claiming bodily -- I'm sorry, property damage
20 limits. There is no specific demand for any time of
21 property damage in this letter. They vaguely refer to
22 policy limits, and then all the injuries and the damages
23 they discuss in the injuries and damages, her bodily
24 injuries. They never make a specific claim for any
25 property damage coverage or any property damage, period,

1 in the letter. There was no documentation supplied with
2 the for any type of property damage. She didn't own the
3 motorcycle she was riding. Allstate had already paid the
4 property damage to the owner of the motorcycle that she
5 was riding.

6 So there is only this vague reference. Most
7 importantly though, Judge, is, and this is clear evidence
8 that nobody considered this a demand for property damage
9 letter because it varied in Footnote Number Three --
10 highlight it for you again, Judge. It states, "Instead of
11 acting in bad faith and trying to trick us, please, just
12 send a reasonable proposed release that does not include
13 indemnification or release of property damage claims."

14 I know this law firm has been around for a while.
15 They understand that if their asking you to pay property
16 damage you're going to get a release. You're going to get
17 a release for that, but they specifically say in the
18 letter, "We're not asking for property damage." Not
19 asking for it.

20 Took Ms. Goodwin's deposition. She read this, and
21 she said, "Huh, I guess we're aren't asking for property
22 damage because I know that if we're asking for property
23 damage you're going to get a release for that." She
24 testified to that in her deposition. So, gosh, we could
25 have been asking for that we could have put that in there.

1 So there is no property damage demand.

2 She also testified in her deposition that the only
3 reason she rejected the settlement was because of the
4 check. She didn't mention anything about getting paid
5 property damage. And there was the -- we asked for this
6 type of check and didn't get it, and therefore, I rejected
7 it. So, you know, if they are asking for property damage,
8 I mean, I don't know why you would include it for any
9 other reason other than to be able to say that even if we
10 did pay property damage they're going to reject it because
11 it violated the letter because we're not going to pay
12 property damage on behalf of anybody without getting a
13 release.

14 So either I ask for it or they're up to something.
15 So, Your Honor, we are asking that the Court declare that
16 the property -- I'm sorry. I mean the bodily injury claim
17 of Ms. Goodwin be settled. They asked for performance
18 that Allstate perform and met every material term of their
19 demand. And that the bodily injury demand is sort of --
20 bodily injury claim be settled.

21 And I wanted to hand up one more thing, Judge, that I
22 forget to hand it up. And as I say we hired a lawyer,
23 Allstate hired a lawyer, to try to interpret this demand
24 letter. And so when we -- when Allstate delivered the
25 demand materials with the check, the covenant, affidavit,

1 all that, we sent them a letter that said or Allstate sent
2 them a letter that said, "Here is everything you
3 requested. The covenant is for the bodily injury only and
4 preserves your client with a right to pursue a property
5 damage claim should one be presented."

6 Okay, if you look at the covenant the covenant is
7 very clear in that that it is not -- by signing covenant
8 that she is not waiving any right to a property damage
9 claim cause that's what the release says. So the covenant
10 was drafted very carefully and the letter was written very
11 carefully to make sure that there was no question that she
12 would not be waiving any rights to pursue any property
13 damage claim in the future because that's what the letter
14 says.

15 And, you know, if they were making a property damage
16 claim we got this four day early. Pick up the phone.
17 Hey, we were asking for property damages. We're make a
18 property damage claim. That would have been more in that
19 letter. The point of the letter was supposed to be got
20 you, all right, apparently, because here we are in this
21 lawsuit.

22 So, Judge, we are asking that you declare that the
23 bodily injury claim is settled. Obviously, the property
24 damage claim is still open. They can pursue that all they
25 want or they can try to get that resolved, but we ask that

1 the Court declare Allstate has complied with the demand
2 letter on behalf of the insured trying to get the case
3 settled. Thank you.

4 MR. LEE: If I may respond. I'll take up Mr. Cox's
5 second issue first which is the property damage issue. As
6 a preliminary matter I believe that the offer complies is
7 not vague, ambiguous nor is it overly burdensome to
8 understand for a reason. There are numerous references to
9 my client's demand for property damage, and in Section
10 Three of the letter, and I will quote, "This offer of
11 compromise does not lose the resolution of any claims of
12 any person or entity other than those injured and property
13 damage claims made by Ms. Goodwin."

14 Turning two pages over. It reads, "Moreover, please
15 be aware that -- and it excludes Allstate, but it should
16 say 'Allstate' or 'Ms. Hamm' will only be released with
17 respect to the bodily injury and property damage coverages
18 of the subject policy."

19 On the next page it reads, "Additionally this offer
20 relates only to personal injury and property damage
21 claims." I think it is very clear in this demand itself
22 that the property damage was in fact claimed.

23 Now, also in the offer it says, "That if Allstate
24 requires any additional information or clarification that
25 it is requested or required actually to inform my client

1 within ten days." Okay. If the due date was December
2 27th, and this letter which was just given was dated
3 December 23rd, that is not ten days, Your Honor. That is
4 a mere four days before the expiration of the demand. Not
5 within the ten days required for additional information.

6 So on that issue I would point out that, one,
7 property damage was demanded in this. It's very clear
8 there are numerous references throughout the letter.
9 Additional requires for conferring with me or my firm
10 within ten days if there are any questions as to what is
11 asked or any additional information that is needed that
12 request must be made within ten days. According to this
13 letter that request was made four days before the
14 expiration of the offer.

15 Now, as to the issue of a certified check, I believe
16 that the Court is ruled and it's clear that a material
17 term is a form of payment. The form of payment was a
18 certified check. Now, Allstate wants to get into this
19 linguistic instruction as to whether or not the check can
20 be issued by them.

21 Well, I believe that, of course, they have a bank
22 account. They can go to the bank, get a certified check
23 and provide it to my client. Whether or not other firms
24 do that is not at issue. The fact remains that the offer
25 requested was a certified check. They admit that they

1 provided a manual check. It does not meet the mirror
2 imagine requirement for the form of payment because the
3 form of payment is a material term.

4 And I believe that it should be pretty evident that
5 an offer needs to be clear. Mr. Cox says that and made
6 reference to the demand being long and has multiple
7 footnotes. My firm is simply trying to protect its client
8 by ensuring that there are detailed requests for demand in
9 that offer.

10 I will admit that the offer is quite repetitive and
11 it is intentionally so as to allow the reader to read it
12 multiple times what is being asked. That is why I pointed
13 out three instances where property damages were requested.
14 There are more, Your Honor, in that offer that I can point
15 to, but I don't believe that's necessary. At the end of
16 the day it comes down to the fact that what was asked for
17 in the offer was not tendered.

18 As a matter of basic common law it was not a mirror
19 imagine, and there, summary judgment is proper in favor of
20 my client. And I would ask the Court to hold the long
21 standing contract principle and find that, quite simply,
22 the tender by Allstate did not meet the material identical
23 terms of my client's offer to compromise. Thank you.

24 THE COURT: All right. Just a month or two ago same
25 scenario. Don't blame you for trying. Don't get me

1 wrong.

2 In this particular case, Defendant motion for summary
3 judgment passed up, I've reviewed that. Also got the
4 Plaintiff's memorandum of law with their motion for
5 summary judgment.

6 After hearing this I apply common sense and I think I
7 made this statement last time and in this first case I
8 handled. It doesn't matter what kind of check it is it
9 needs to be good deposited and kept until it clears all
10 banks. And I've got a good friend who accepted a
11 certified check over in Horry County, and it was forged
12 and caused some real problems.

13 Just a word of advise to all of you attorneys about
14 the settlements and accepting checks from whoever. That
15 was a horror story for that particular attorney.

16 Okay, the Defendant's motion for summary judgment is
17 denied. And the Plaintiff's motion is granted. I hope
18 common sense prevails on this.

19 MR. LEE: Thank you, Your Honor.

20 MR. COX: Your Honor, we're going to need them to
21 sign the covenant. I guess I'm going to need the check,
22 but they're going to have to -- your client is going to
23 need to sign the covenant that we sent them.

24 THE COURT: Prepare me an order to accomplish that.
25 They can either go ahead and settle it out. I don't know

1 what happened to that other case. I don't know that y'all
2 were involved in that. I know your firm was, but I don't
3 remember who was on the other side.

4 MR. COX: You know, I don't. I've got a couple of
5 these that I filed, but I don't think it was one of mine.

6 THE COURT: Okay. Well, they can discuss it with
7 their client and decide what they want to do or they can
8 go ahead and appeal. Of course, we all know that that
9 will stay it, so good luck. Maybe you can get it worked
10 out.

11 MR. COX: Appreciate it.

12 END OF TRANSCRIPT OF RECORD

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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

I, HATTIE O. GORDON, Official Court Reporter for the 4th Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Darlington County, South Carolina, on the 23rd day of February, 2018.

I do further certify that I am neither of kin,
counsel nor interest to any party hereto.

June 30, 2018

HATTIE C. GORDON, COURT R.

HATTIE O. GORDON, Court Reporter

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: Anastopoulos Law Firm

150 West Evans Street, Florence, South Carolina

Reported by
Sandra J. Ayers

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EXHIBITS

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STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial, except as to the form of the questions.

This deposition is being taken pursuant to the
South Carolina Rules of Civil Procedure.

— — — — —

The reading and signing of this deposition is reserved by the deponent and counsel for the respective parties.

Whereupon,

Pamela Goodwin, being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MR. COX:

Q Okay. Ms. Goodwin, my name is Johnston Cox.

A Uh-huh.

Q We just met a few minutes ago.

A Uh-huh.

Q And can -- can you give me your full name, please?

A Pamela Renee Goodwin.

Q Okay. Ms. Goodwin, have you ever had your deposition taken before?

1 A No.

2 Q Okay. I -- I'm sure that your lawyer's kind of
3 gone over some of this with you --

4 A Uh-huh.

5 Q -- but let me go over just a few things that
6 hopefully make the process --

7 A Uh-huh.

8 Q -- a little bit smoother and easier for everybody,
9 okay?

10 If I ask you any questions that you do not
11 understand or are confusing, if I mumble, whatever
12 --

13 A Uh-huh.

14 Q -- let me know.

15 A Okay.

16 Q And I'll be glad to -- to rephrase that for you.
17 This is not like TV, okay?

18 A Yeah.

19 Q I'm not trying to trick you --

20 A Okay.

21 Q -- to get you to say something, all right?

22 A Okay.

23 Q I -- I want to make sure that you understand
24 exactly what I'm asking you, okay --

25 A Okay.

1 Q -- so that you can give me a good, solid answer.
2 A Okay.
3 Q Also, let's -- let's try not to talk over each
4 other.
5 A All right.
6 Q That's mainly for the court reporter's benefit.
7 She's --
8 A Uh-huh.
9 Q You know, she's here taking down everything we're
10 saying, and it's hard for her to keep up if -- if
11 people are talking over each other.
12 A Okay.
13 Q I -- listen, I'll -- I -- I'm guilty of it, too, so
14 --
15 A Yeah.
16 Q -- I'll try to do my best.
17 Also, if you could, try to answer my questions
18 verbally with a yes or a no.
19 A All right.
20 Q Try to avoid uh-huh, unh-unh.
21 A Yeah. That's rude.
22 Q Well -- well, it's not rude.
23 A Yeah.
24 Q It's -- it's fine.
25 A Yeah.

1 Q I mean, everybody does it.

2 A Yeah.

3 Q It's not rude, but, what it is, is when -- if -- if
4 she's writing this down --

5 A Yeah.

6 Q -- they can get turned backwards, and it looks like
7 you said no when you meant to say yes, okay?

8 A Okay.

9 Q So, if from time to time I ask you -- I say, "Is
10 that a no?" or "Is" -- I'm not being ugly.

11 A Okay.

12 Q Okay? I'm just trying to remind you to --

13 A Okay.

14 Q -- to say yes or no, as opposed to a shake of the
15 head or --

16 A Okay.

17 Q -- uh-huh, unh-unh.

18 Also, this is not intended to be a contest to
19 see who can sit here longest. If you need to take
20 a break for any reason, you just let me know.

21 A Okay.

22 Q Okay? The rules require me to tell you that, now
23 that the deposition has started, you are -- you're
24 kind of on your own, all right? You're not
25 supposed to get help from anybody.

1 A Okay.

2 Q If you have any questions about the process or
3 anything, you direct those to me, and we'll work
4 those out.

5 A Okay.

6 Q Okay? All right. What's your date of birth?

7 A July 6th, 1965.

8 Q And where do you live?

9 A 2270 Topsail Drive, Hartsville.

10 Q All right. And who do you live there with?

11 A By myself.

12 Q Okay. All right. Do you have a -- are -- are you
13 married?

14 A No.

15 Q Okay. Have you ever been married?

16 A Yes.

17 Q Okay. Who -- who were you married to and when?

18 A I was married to Charles Shaw. That was in 1990.

19 Q Uh-huh.

20 A And then my second marriage was to Wade Moore, and
21 that was in 2000 -- no, 1999. Yeah.

22 Q And when were you divorced from Mr. Moore?

23 A In 2000.

24 Q Okay. All right.

25 A That was a year.

1 Q All right. And where's Charles Shaw live?

2 A He lives in Hartsville.

3 Q Hartsville, too?

4 A Uh-huh.

5 Q And how about Mr. Moore?

6 A Florence.

7 Q Okay. You have any other relatives in Darlington

8 County?

9 A I have a aunt and uncle in Darlington.

10 Q Who are they?

11 A Jane and Sammy Nance, and --

12 Q Okay.

13 A -- that's -- that's it, you know, as far as --

14 well, my daughter.

15 Q Yeah. How -- well, how old is she?

16 A And she's 26.

17 Q Okay. What's your daughter's name?

18 A Kerry Renee Shaw.

19 Q And she lives in Darlington?

20 A Uh-huh.

21 Q What does she do?

22 A No. She lives in Hartsville with me.

23 Q Hartsville?

24 A I'm sorry. Yeah.

25 Q Well -- well, I -- I meant Darlington County.

1 A Yeah. She goes to school. She's in school.

2 Q And where is she in school?

3 A At Florence-Darlington Tech.

4 Q Okay. No brother or sisters?

5 A Yes. But they live in North Carolina. One lives

6 in Texas, and one lives in North Carolina.

7 Q Gotcha. Okay. All right. Where'd you grow up?

8 A I grew up in Darlington.

9 Q Where'd you go to high school?

10 A Darlington; St. John's High.

11 Q Oh, St. John's?

12 A Uh-huh.

13 Q Okay. And did you graduate from there?

14 A Uh-huh.

15 Q What year was that?

16 A Whew. I'm not -- 19 -- I was 16 years old. I

17 graduated a year early. I'm 51 now. Was it 1982?

18 '83?

19 Q Somewhere in there?

20 A Yeah.

21 Q Okay. And did you receive any schooling after high

22 school?

23 A I did, at Tech: EMT and paramedic.

24 Q Okay. And where'd you do that, at Tech?

25 A At Florence-Darlington Tech, uh-huh.

1 Q Okay. And did you ever put those degrees to use?

2 A Yes. I did.

3 Q Okay. When did you -- when did you go back to

4 Florence-Darlington Tech, or when did you go to

5 Florence-Darlington?

6 A When I started working at Roller Bearing. I was

7 22. I started working at Roller Bearing in

8 Hartsville. It's a bearing plant, and they're the

9 one that sent me to Tech, and I was the EMT for the

10 plant.

11 Q Okay. And, so, when did you work there?

12 A Whew. From -- well, I think it was from -- Kerry -

13 - it was the year before she was born. Let's see,

14 19 -- 1989 till -- she was about 12. I don't know.

15 I worked there 12 years --

16 Q Okay.

17 A -- from 1989, 12 years --

18 Q Okay. And I -- I'm not --

19 A -- before I left.

20 Q Just a general time frame --

21 A Yeah. The dates -- yeah.

22 Q Yeah. So -- so right around --

23 A Around about -- yeah.

24 Q Right around 2000 --

25 A Uh-huh.

1 Q -- 2001-ish?

2 A Yeah.

3 Q What'd you do after there?

4 A I went to A.O. Smith -- A.O. Smith.

5 Q And what'd you do for A.O. Smith?

6 A I was -- assembled hot-water heaters.

7 Q And how long did you work there?

8 A I worked there for two years.

9 Q And where'd you go after that?

10 A Galey & Lloyd (as spoken).

11 Q How do you spell that?

12 A G-a-l-e-y --

13 Q -- and Lloyd?

14 A Lord, Galey & Lord.

15 Q -- Lord?

16 A Galey & Lord, yeah.

17 Q What do they do?

18 A They make fabric.

19 Q Okay.

20 A And I was a inspector there.

21 Q Inspector?

22 A Uh-huh.

23 Q And how long were you there?

24 A I was there for a year, and they had a layoff, and

25 they closed down.

1 And then I went to Duke Power and -- well,
2 Sodexo is the -- does the lunch, the food there --
3 Q Right.
4 A -- and that's really who I worked for, but it was
5 in Duke Power plant.
6 Q Okay.
7 A And I worked there.
8 Q All right. Did you -- did you -- what'd you do for
9 them?
10 A I cooked and served.
11 Q Okay. And how long were you there? When -- when'd
12 you -- when'd you work there?
13 A Two years.
14 Q Okay. So --
15 A And the whole time I was doing all these jobs, I
16 also bartended at night.
17 Q Okay.
18 A And, so -- and . . .
19 Q All right.
20 A And . . .
21 Q So, where are we up to now? When -- when did you
22 leave that job -- did you say with Cisco or Sodexo?
23 A Sodexo, yeah.
24 Q Okay.
25 A Well, I was on my way to work when the accident

1 happened. I was on my way to work at Larimore's
2 Bar because I also -- I worked day -- day jobs, and
3 then I bartended four to five nights out the week
4 at the bars.

5 Q At -- okay.

6 A Yeah. So . . .

7 Q All right. So -- so were you -- well, let me ask
8 you this: In -- what -- what you -- when did you
9 leave this Sodexo job?

10 A When I got in the wreck.

11 Q Okay. So that's where you were working at the time
12 of the accident?

13 A Uh-huh. I was working there and at Larimore's Bar
14 and Grill, so -- matter of fact, I left -- I worked
15 at -- that day at Sodexo, and then I left, went
16 home, changed, and went to work. I was on my way
17 to work at the bar when the accident happened.

18 Q How do you spell Sodexo?

19 A S-e-x-s-o (as spoken)?

20 Q "SEX-so"?

21 A No. Sodexo. It's got a "D" in there. I'm not
22 sure. I'm sorry. I have been up a little bit last
23 night. My leg has been about to kill me all night,
24 and I --

25 Q Okay.

1 A -- hadn't had much sleep last night.

2 Q All right. Okay. All right. So, tell me, the --

3 the day of the accident, what -- you say you were

4 working -- had worked at Sodexo?

5 A Uh-huh.

6 Q -- what were your hours there?

7 A It was -- oh, I -- I went in at six, and I just

8 worked from six to twelve. So I was just, like,

9 prep.

10 Q Uh-huh. Was that your normal hours?

11 A Uh-huh.

12 Q Okay. And what were you paid there?

13 A They were paying me 8.75 an hour.

14 Q And how many days a week?

15 A I worked there five days a week.

16 Q Okay.

17 A And then I left there and went home, and I would

18 sleep for three or four hours, and then I would get

19 up and go to the bar and bartend. I was -- it was

20 at, what, five o'clock, right at five o'clock, when

21 the wreck happened --

22 Q All right. And where -- were --

23 A -- I think, when I was on my way --

24 Q Were you living in the same place that you're

25 living now?

1 A No.

2 Q Where were you living then?

3 A I was living on Billy Farrow Highway.

4 Q Do you remember the address?

5 A No. I don't. To tell you the truth, I don't.

6 Q Who were you living with?

7 A My fiancé, Kevin Coxx. He passed away last year,

8 so . . .

9 Q Oh, I'm sorry to hear that.

10 A Yeah.

11 Q All right. So y'all -- or you and Kevin were

12 living on Billy Farrow Highway?

13 A Uh-huh. Uh-huh.

14 Q Okay.

15 A And we had to move because the steps and stuff to

16 the house was too much for me, so we had to

17 relocate because of that.

18 Q Okay.

19 A I had to get somewhere where I could get around.

20 Q Were you renting there?

21 A Uh-huh.

22 Q Okay.

23 A Yes.

24 Q And are you renting now?

25 A Yes.

1 Q Okay. All right. And tell me about those -- you
2 said you were bartending?

3 A Uh-huh.

4 Q All right. How many days did a week did you
5 bartend?

6 A Four to five days a week. Four to five nights a
7 week.

8 Q At the same place?

9 A Uh-huh. Larimore's Bar and Grill.

10 Q Larimore's.

11 A Yeah. I think I've got a statement from my boss
12 lady there stating how many hours I worked --

13 Q Okay.

14 A -- and the amount I was paid and what I made and
15 everything.

16 Q Can you just generally tell me what that was?

17 A Generally, she paid me right at \$500 a -- between
18 my tips and what she paid me a week, it average 5
19 to 700 a week.

20 Q Okay. What -- what was she paying you?

21 A She paid me a set \$25 a night and then my tips, but
22 you have to turn all those in, you know, for tax --
23 and, so --

24 Q Right.

25 A Yeah. Yeah. So we average it out.

1 Q Okay. So you -- you -- she paid you \$25 a night?

2 A Uh-huh.

3 Q And you worked -- so you --

4 A Five nights.

5 Q So about a hundred of that was pay and then four to

6 --

7 A And 125 was paid, and the rest of it was tips.

8 Q Okay.

9 A That's what I said. We had to claim all our tips.

10 Q Right. And you paid taxes --

11 A Oh, yes. Yes.

12 Q -- and turned your tax return and all that stuff

13 in?

14 A Yes. Uh-huh.

15 Q Okay. All right. Are you employed now?

16 A No.

17 Q Okay. When was the last time you were employed?

18 A When I got in the wreck.

19 Q Okay. All right. So have you -- have you done

20 anything to earn money since then?

21 A No.

22 Q Okay. Are you on any type of disability?

23 A Yes. I just got my disability last -- I've got the

24 date. It's September of 2015, I think I got my

25 disability.

1 Q Okay. And what is the disability?

2 A How much?

3 Q No. I mean, what -- what are you -- what was your

4 disability?

5 A My leg. I couldn't -- you know, I can't walk. I

6 couldn't walk. I've had 12 surgeries so far.

7 Q Really?

8 A Yeah.

9 Q Okay.

10 A I've got four rods, I believe, in this leg, two

11 plates, a rod and -- a plate in this foot, bolts in

12 my knee, a rod from here, and bolts in my hip.

13 Q Okay.

14 A So I haven't walked in -- since the accident.

15 Q You've been using crutches?

16 A Wheelchair.

17 Q I see you're with crutches today.

18 A Yeah. I was -- I've just graduated to crutches.

19 Q Good. All right.

20 A So I've been in a wheelchair.

21 Q All right. And you -- but you had a surgery last

22 week?

23 A Week before last, yeah.

24 Q And what --

25 A Last week.

1 Q Well, what --

2 A They had the -- one of the plates, my leg gave out,
3 and one of the plates broke, and, so, they had to
4 go back in and take that plate out and add another
5 rod. And my -- when it did, it shifted my foot
6 over.

7 Q Uh-huh.

8 A And they had to cut 2 centimeters off my leg; it
9 shortened it, which they already had to shorten my
10 toe, and -- to get everything back in line.

11 Q Okay.

12 A And they were going to cut my leg off at first, and
13 then I find -- found a doctor that would work with
14 me, and he -- he -- he did a miracle.

15 Q Right.

16 A Well, he did. I mean --

17 Q All right.

18 A -- this was something they have never done before.

19 Q Who -- who is your doctor?

20 A Dr. O'Dell.

21 Q Dr. -- is he -- where?

22 A He's in Florence.

23 Q He's in Florence?

24 A Uh-huh.

25 Q Okay.

1 A At McLeod's, around McLeod's, Pee Dee Orthopaedics.

2 Q Okay. All right. And just -- I'm just trying to
3 get an idea of your -- so you're -- you're on
4 crutches now.

5 A Uh-huh.

6 Q Before -- have you always been using crutches, or
7 have you been --

8 A No. I've been in a wheelchair. The first year, I
9 was in a wheelchair.

10 Q Okay.

11 A And I had to have, you know, somebody to help me,
12 which Kevin would help me take -- give me baths and
13 -- and everything because I was strictly bound --

14 Q Okay.

15 A -- because it also broke my hand. I got a plate in
16 my hand.

17 And then I graduated to a little walker, and I
18 did the walker for a while. Then I had some more
19 surgeries, and I went back into the wheelchair.
20 And then I would come back out the wheelchair, go
21 to the walker, and I just graduated to crutches
22 about six months ago, I would say.

23 Q Okay. And -- and, so, what was this latest surgery
24 for, again?

25 A To add -- take a plate out --

1 Q Okay.

2 A -- and add another rod.

3 Q Okay. So this was a surgery to fix the plate that

4 broke?

5 A Well, it -- what it did is, is -- my leg, when I

6 got on the crutches --

7 Q Uh-huh.

8 A -- I -- the leg -- because they had to make the

9 bone because it literally crushed all -- all of

10 this, and, so, what they did was --

11 Q Uh-huh.

12 A -- put cement in my leg, cleaned out all the bone,

13 crushed bone, put cement in my leg, put a fixator

14 on there --

15 Q Uh-huh.

16 A -- and -- to hold the cement in place where the

17 meat could grow around the cement. And then that

18 stayed in there for eight to nine months. And then

19 they had to go back in, take the cement out, take

20 bone marrow from this top of my leg and cadaver

21 bone and make me a bone. And it was just -- the

22 bone wasn't strong enough, had not gotten strong

23 enough, and it just gave.

24 Q Okay.

25 A And when it gave, I fell and it broke --

1 Q Got it.

2 A -- the plate, so . . .

3 Q Okay. And, so, that -- so this latest surgery was

4 to fix that plate?

5 A Yeah.

6 Q Okay.

7 A Well -- yeah, to fix the plate and to add that rod

8 to steady the --

9 Q Right.

10 A -- give the bone more support because the bone

11 hasn't completely gotten strong enough to carry me.

12 Q Got it. Okay. And did you -- does your -- did Dr.

13 O'Dell give you a prognosis? I mean, hopefully,

14 where you'll get off the crutches and not need

15 those anymore?

16 A Yes. He said eventually --

17 Q Uh-huh.

18 A -- that I would walk. I will never be able to --

19 now I've got so many -- I've got another plate

20 because it crushed my ankle, so I've got a plate

21 that goes across here, too. So I -- I'm never

22 going to have full movement of my foot --

23 Q Right.

24 A -- to bend.

25 Q Okay.

1 A My foot's going to be -- I'm going to be a little
2 bit short on this leg, and it -- I'm just not going
3 to walk. I'm going to --
4 Q I understand.
5 A I'm not going to be able to do it.
6 Q Okay. Well, your --
7 A But it -- yeah.
8 Q -- you've got one leg's a little shorter than the
9 other?
10 A Yeah. Uh-huh. Yeah.
11 Q Okay.
12 A And my knees and stuff, it's going to be able --
13 I'm not going to be able to do -- like, run or
14 nothing. You can count that out.
15 Q Right.
16 A And, you know, anything steady, I've got -- you
17 know, I've rode motorcycles for 14 years. This is
18 the first wreck I've ever got into.
19 Q Yeah.
20 A And I can forget that. I've still got the
21 motorcycle, but I can forget ever getting on that
22 again because I can't hold it up. I mean, I --
23 this leg is just not going to ever hold the weight
24 to do any activity like that again.
25 Q Okay.

1 A I mean, it's just -- this has really just rocked my
2 little world. It's changed everything, flipped --
3 flipped it upside down.

4 Q Okay. All right. A little more about you, and
5 don't take offense at this --

6 A Okay.

7 Q -- but do you have a criminal record of any kind?

8 A No.

9 Q Okay. Did you have a cell phone at the time?

10 A Yes. I did.

11 Q What was the number for that?

12 A I'm not sure what my number was that -- was. I'm
13 not sure. I mean, I think I gave it to my lawyers,
14 but I'm not -- I don't remember -- I don't
15 remember.

16 Q Okay. Are you --

17 A But --

18 A -- are you sure you had one at that time?

19 A Yeah. Yeah. They checked it because -- yeah,
20 because I had it in my back pocket.

21 Q Okay.

22 A And -- yeah. I did.

23 Q Okay. How about for your provider? Do you
24 remember who that was?

25 A I think it was Straight Talk. I'm pretty sure it

1 was --

2 Q Okay.

3 A -- because they checked my phone records. I mean,
4 they did that and checked the lady's phone records
5 to see if we were on the phone.

6 Of course, I can't ride a motorcycle and be on
7 a cell phone, you know, but . . .

8 Q All right. All right. Do you -- have you ever
9 been involved in a lawsuit before?

10 A No.

11 Q Okay. Any workers' --

12 A Well, yes. I have. I got in one -- one wreck
13 before, and I was -- yeah, but it wasn't -- I mean,
14 we didn't go through all this. It was a cut-and-
15 dry.

16 Q It was just -- you made a claim and it was paid?

17 A Yeah. Yeah.

18 Q Okay. And were you riding a motorcycle at that
19 time?

20 A No. I was in a car.

21 Q Okay. Okay. All right. And -- all right. Have -
22 - any workers' compensation claims, anything like
23 that?

24 A Unh-unh.

25 Q Okay. And you didn't, you know, file any type of

1 workers' compensation claim as a result of this
2 accident?

3 A Unh-unh.

4 Q Do you have any idea what your -- the medical bills
5 are?

6 A No. Before the last two surgeries, it was like
7 \$300,000. That's --

8 Q Okay.

9 A That's just -- yeah. And that was before the last
10 two surgeries, and I don't think the rehab -- I
11 don't think that included the rehab or the doctor.
12 I think that's just the hospital. I'm not sure.

13 Q Okay. All right. After the --

14 A It's way up there.

15 Q After the accident, did you ever talk to anyone at
16 Allstate Insurance Company, Ms. Ham's --

17 A No. No.

18 Q -- insurance company?

19 A No.

20 Q Did -- did anyone contact Allstate Insurance
21 Company or speak with Allstate Insurance Company on
22 your behalf after the accident?

23 MR. WILLEY: Object to the form.

24 A My lawyers did that but not --

25 Q Okay. Other than -- other than your lawyers?

1 A No. No. No.

2 Q Okay. All right. Who -- and you told me who Kevin

3 Coxx was?

4 A Uh-huh.

5 Q Okay. And Kevin was your fiancé?

6 A Uh-huh. Yes, sir.

7 Q All right. And who -- do you know a person named

8 "Woody" --

9 A -- Vinson? Yes, sir.

10 Q Woody Vinson?

11 A Uh-huh.

12 Q Who is he?

13 A He's a friend -- he was a friend of ours --

14 Q Uh-huh.

15 A -- when Kevin would go to work because I had to

16 have somebody there with me 24/7 because, like I

17 said, I couldn't walk. I couldn't do anything. I

18 had to have somebody to take care -- you know,

19 watch me and take care.

20 Q Okay.

21 A So he would watch me while Kevin was at work and --

22 because I couldn't stay by myself at the time.

23 Q Got it. Okay. All right. And this -- this

24 motorcycle that you were riding at the time, what

25 type of motorcycle was it?

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 I said -- I was going to switch off and get
2 the truck and drive it to work, and he had just
3 finished working on Vernon's bike. And he asked
4 Vernon if -- to ride it down the road and make sure
5 everything was right on it.

6 And he said his knee was hurting -- because he
7 had had knee surgery. He said, "Well, just let
8 Renee drive it to work" --

9 Q Okay.

10 A -- "and she can tell me if everything's right." So
11 I got off my motorcycle and got on his, and I went,
12 and that's when it happened.

13 Q Okay.

14 A So that's how I got to ride his.

15 Q All right. Did you -- did you ever discuss the
16 accident with Ricky Snipes?

17 A No.

18 Q Okay. Do you know how he found out about it?

19 A No. Because I -- when the accident happened, I was
20 in the hospital a great deal. I mean, I've been in
21 the hospital like eight months out of all this,
22 total.

23 Q Yeah.

24 A So I was in the hospital -- when this accident
25 happened, I was in the hospital like a lot. So I

1 didn't discuss anything with anybody, really.

2 Q Okay. How long -- you know, just the accident
3 happens, you're taken to the emergency room,
4 obviously, to the hospital. How -- how long did
5 you stay in the hospital?

6 A Well, actually, when they took me -- they picked me
7 up from -- in the ambulance --

8 Q Uh-huh.

9 A -- off the road, and they took me to Carolina
10 Pines.

11 And because I had no insurance at the time,
12 they X-rayed my leg, put a Ace bandage around it,
13 and sent me back out the door, told me to make an
14 appointment with Dr. Hasler the next day, which, me
15 being a trauma patient with my head black and blue
16 -- because it pulled my hair out and my face was --
17 my eyes were already black and my hand was busted
18 open.

19 Because I had no insurance, this hospital was
20 supposed to -- and I was a trauma patient. They
21 were supposed to put -- if they couldn't take me
22 with no insurance, they were supposed to -- to take
23 me to the nearest hospital that would accept me
24 with no insurance, which would've been McLeod --

25 Q Uh-huh.

1 A -- and they didn't. They sent me home.

2 So the next day, I went to Dr. Hasler, and
3 even he was upset about that because he said, "You
4 -- they should not have sent you home. They
5 should've sent you to another hospital because of
6 your injuries," because of my head injuries --

7 Q Right.

8 A -- and my leg and everything. They should've sent
9 me to another hospital. He did surgery -- I was in
10 surgery -- when I went in his office, I was in
11 surgery within 30 minutes after he seen me. He
12 said it -- it was that bad --

13 Q All right.

14 A -- because everything was just literally crushed.

15 Q And how long did you stay in the -- in the hospital
16 after the surgery?

17 A I stayed -- I think I stayed in the hospital in
18 Carolina Pines, the first time, for about three
19 weeks. And this is all -- I'm not sure I'm getting
20 the exact time right because this has been -- I was
21 out of it a lot.

22 Q That's all right. I'm just asking the best of your
23 memory.

24 A Yeah. I had three surgeries at Carolina Pines, and
25 then I had to go to the oxygen chamber because my

1 leg wouldn't close up. And if y'all see the
2 pictures, I've got pictures and -- and I -- I've
3 kept pictures and X-rays and CDs of all this.

4 And my leg wouldn't close up, so they put me
5 in a oxygen chamber. I had to lay in a oxygen
6 chamber for two hours every day for five days a
7 week for like six months, and it still -- then I
8 got an infection because my leg wouldn't check --
9 clear up. It wouldn't close up, and they get --
10 couldn't get it to clear up.

11 The infection literally went up my leg, and,
12 from what Dr. O'Dell told me at the time, they were
13 ready to cut it off because the -- the infection
14 was going up. And if it would've went up any
15 further, it would've got in my bloodstream, and I
16 wouldn't have been here.

17 Q Yeah.

18 A So I was in pretty bad shape when I left Dr. Hasler
19 and went to Dr. O'Dell. I -- he did three
20 surgeries in four days. I was in bad shape.

21 Q Okay.

22 A So I stayed in the hospital for like two months
23 there, and then they sent me to the rehab in
24 Darlington, McLeod Rehab in Darlington. I stayed
25 there another month and a half, and then when they

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 Q Okay. And how did you decide on a lawyer, you
2 know, a particular lawyer to use?

3 A Well, the other wreck I had gotten into a year --
4 not quite a year before that, I used Anastopoulo
5 Law Firm, and they did a really good job, and I
6 hadn't -- so I -- I automatically called them.

7 Q Okay. So you had used them before, so you decided
8 to --

9 A Uh-huh. I -- uh-huh.

10 Q Did you talk to any other lawyers?

11 A No. No.

12 Q Okay.

13 A Not at that time, no.

14 Q All right. And the -- the accident you'd been in
15 before is what you were telling me about where you
16 -- you were in an accident --

17 A I was a passenger in a car, and we got hit.

18 Q Okay.

19 A And it was a cut-and-dry accident. I mean, it was
20 their fault. It was -- it was cut-and-dry.

21 Q All right. What were your injuries in that
22 accident?

23 A I just got some scrapes and bruises, and that was
24 about it.

25 Q Okay.

1 A I was banged up, cut up a little bit, but that's
2 it.
3 Q All right. And --
4 A Yeah. It was no hospital stay. I did go to the
5 hospital, but it was no hospital stay.
6 Q Okay. Just -- yeah, you went to the ER to get
7 checked out and --
8 A Yeah. Uh-huh.
9 Q Okay. All right. And that was just resolved?
10 A Yeah.
11 Q Okay. Okay. All right. And how had you decided
12 to use the Anastopoulos firm for that prior
13 accident?
14 A Advertisement.
15 Q Okay. You saw advertisements on the TV?
16 A Yeah. Advertisement, yeah.
17 Q Okay. I know that they're glad to hear you say
18 that, I'm sure.
19 A Yeah.
20 Q Okay. All right. And when's the -- when is the
21 first time you ever talked with anybody at the --
22 at the Anastopoulos firm about this accident?
23 A They sent someone to the hospital to talk to me --
24 let's see. I had surgery the day after the
25 accident. On the 21st, I had surgery. They came

1 in, I think, on the 22nd --

2 Q Okay.

3 A -- if I'm not mistaken.

4 Q And it -- was that in response to you calling them?

5 A Yes. Yes.

6 Q Okay. All right. And -- and did you enter into

7 any type of a -- a written agreement with them?

8 A Yes.

9 Q Okay. And what was the -- the -- and I'm assuming

10 you -- just a contingency fee agreement --

11 A Sir?

12 Q -- an -- an agreement with the law firm to

13 represent you for your injuries?

14 A Did I what?

15 Q Did you enter into an agreement with --

16 A Yes.

17 Q -- them to represent you for your injuries?

18 A Yes. Yeah. Uh-huh.

19 Q What -- and what was the -- what -- what was the

20 scope of the representation? Was it just to

21 represent you for the injuries in the lawsuit?

22 MR. WILLEY: Object to the form.

23 Q I mean -- sorry, in the accident?

24 MR. WILLEY: Object to the form.

25 Q Or was it something broader than that?

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 what 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 Anastopoulo
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 Anastopoulo 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 Q All right.

2 A -- that was a whole different thing, but --

3 Q Okay. Well, let -- again, I'll ask you about that,

4 but -- but what I was asking you is: Did -- did

5 you give anybody, like, a power of attorney --

6 A No. No.

7 Q -- or anything like that to speak with --

8 A No.

9 Q -- the -- the firm on your behalf?

10 A No.

11 Q Okay. All right. And, so, if -- if there was any

12 communication regarding your claim and how it was

13 being handled, that would've been between you and

14 the firm?

15 A Yes. Uh-huh.

16 Q Okay. All right. All right. And you -- you

17 mentioned that you looked into, at least, or hired

18 a lawyer to look at the actions of the hospital

19 letting you go?

20 A Yes.

21 Q Who was that?

22 A Jim Irvin.

23 Q Jim Irvin, okay. Did he have a -- did you hire him

24 to have any role with the, you know, accident

25 claim?

1 A Well, in order to explain to him what had happened,
2 I had to tell him a little bit about the accident
3 --

4 Q Sure.

5 A -- you know, because -- where it started at. And,
6 so, yeah, they -- they've -- he's been in touch
7 with -- yeah, he's been working kind of with them,
8 too --

9 Q Okay. All right. And --

10 A -- because it was all -- kind of got tied into
11 together because one led to the other, you know, so
12 --

13 Q Understand. Understand. All right. And has --
14 has there been a claim made against the hospital on
15 your behalf?

16 A I'm not sure where they at -- where they're at, as
17 far as that goes. I'm not sure if they've actually
18 -- he actually made the claim yet or not, but it's
19 going to happen, yeah --

20 Q Okay. So you --

21 A -- because I was -- that was not right.

22 Q All right.

23 A I mean . . .

24 Q All right. So you -- you anticipate there being
25 some type of a medical-malpractice action --

1 A Oh, yeah. Oh, yeah.

2 Q -- brought against the hospital?

3 A Oh, yeah.

4 Q Have you retained an expert in that matter? Do you

5 know?

6 A A lawyer.

7 Q Yeah. Oh, yeah. Other than a lawyer?

8 A No.

9 Q Okay.

10 A And this is what I was saying. I've -- I've never

11 been through anything like this.

12 Q No. I understand.

13 A So I don't know.

14 Q Okay. All right. Okay. Okay. Do you know if the

15 -- if the Anastopoulo firm sent a -- any type of a

16 representation letter to -- to the insurance

17 company regarding your claim?

18 A The -- the settlement claim y'all --

19 Q Yes.

20 A -- sent?

21 Q The -- the -- the accident claim.

22 A Yeah. They showed me that, yeah.

23 Q Okay.

24 MR. COX: (To Mr. Willey) All right. I'm

25 going to turn this to -- just that. Okay.

1 MR. WILLEY: I don't think I need to talk to
2 her about that one.

3 Plaintiff's Exhibit Number 1, Fax cover
4 sheet, including a letter in reference to
5 "Claim #: 0338287329."

6 Q And I want to hand you what's been marked as
7 Exhibit Number 1, and have -- this is -- have you
8 seen this letter before?

9 A Yes.

10 Q Okay. And when was the first time you saw this
11 letter?

12 A I -- I guess on the date that it was on. I'm not
13 sure. The exact dates and stuff, I can't tell you.

14 Q Sure.

15 A But they did call me in and said that y'all had
16 offered me the 50,000 and showed me the check and
17 stuff, which just -- from my understanding, the
18 paperwork -- when I looked at it, the paperwork and
19 the check, it -- the check wasn't certified or
20 anything and -- and we were -- they sent demands --
21 what we would settle for. And we were going to
22 agree to it, but it wasn't done right, so we just
23 knocked it off the table.

24 Q Okay.

25 A I mean, it's --

1 Q All right. And I think that's -- you're talking
2 about something that occurred later.
3 A Oh, okay.
4 Q But -- but I was just asking you --
5 A I thought that's what you was asking me about.
6 Q -- the second page of this -- of this -- what's
7 been marked as Number 1. And this is a letter that
8 the firm sent to -- I guess -- well, it's signed
9 "Akim." I don't know if he -- I don't know who
10 signed it, but have you seen this letter before?
11 A Yeah. I believe -- yeah. I have, yeah. I've --
12 because I've kept a copy of everything. Everything
13 they have sent me a copy of, and they have --
14 they've been really good about that. Everything
15 that y'all sent them --
16 Q Uh-huh.
17 A -- in between or they sent y'all, I have a copy.
18 I've got a file. I've got a copy of everything.
19 Q Okay. And, so, you -- you've maintained a file of
20 everything?
21 A Yes. I do. Yeah.
22 Q Okay.
23 A I've -- I've kept copies of everything, videos of
24 my leg, pictures of everything, CDs of --
25 everything that's been done, I've got a copy of.

1 Q Okay. Good. And have you provided a copy of all
2 that to your lawyer?

3 A Yes. I have. They've got a copy of every picture
4 --

5 Q Okay.

6 A -- every CD.

7 Q Okay. All right.

8 MR. COX: Roy, obviously, we've sent y'all
9 discovery, so we would like to get a response
10 to those at some point.

11 MR. WILLEY: You have -- I -- yeah. I think
12 you have everything we have that pertains to
13 this case. (To the deponent) You haven't
14 given us every picture. Remember, you still
15 have those disks --

16 MR. COX: Well, I don't -- yeah. I --

17 THE DEPONENT: (To Mr. Willey) Yeah. I've
18 got the disks.

19 MR. WILLEY: -- which we're going to get this
20 week?

21 THE DEPONENT: Yeah. Yeah. I've got --

22 MR. WILLEY: Yeah.

23 THE DEPONENT: Yeah. I've got the disks.

24 MR. COX: I don't necessarily need all that.

25 THE DEPONENT: Yeah.

1 MR. COX: But -- but we -- I mean, we've sent
2 discovery that's never been responded to, so
3 --

4 MR. WILLEY: Okay.

5 MR. COX: -- with --

6 THE DEPONENT: Yeah.

7 MR. COX: -- you know, asking for what she has
8 in her possession.

9 Q Okay. All right. So do you believe that you
10 received this letter sometime around the date that
11 it was sent, August 26th, 2014?

12 A Yeah.

13 Q Yes?

14 A Yes.

15 Q Okay. Okay. What is your understanding of the
16 amount of -- of insurance that Ms. Ham purchased
17 from Allstate?

18 A I'm not exactly sure how much she's purchased from
19 Allstate. I mean . . .

20 Q Do you know what her -- her liability limits are
21 under her policy?

22 A Not really, no.

23 Q Okay. Are -- are -- are you aware that her, you
24 know, bodily-injury limits are \$50,000?

25 A Well, apparently, she didn't get enough, then,

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 the hospital, I was hurting, I was going through
2 all this, and Allstate sent a personal check and
3 not even a certified check. They wasn't meeting
4 the demands of the letter or anything. It -- it
5 was like they were disregarding me altogether. I
6 mean, I was -- you pay insurance in case something
7 like this happens. You're supposed to be -- I
8 mean, this has turned my life upside down. I have
9 -- will never be able to do the things that I used
10 to do that I enjoyed doing; live my life. You
11 know, I -- I can't work anymore, I can't ride my
12 motorcycle anymore. I can't do -- I -- I had a --
13 I got a two-year-old granddaughter that I have
14 missed out on because of all this. I've missed out
15 on my only grandchild because I couldn't even pick
16 her up and carry her. I couldn't do anything with
17 her.

18 Q Okay.

19 A I mean, I've missed out on so much. This has
20 ruined -- has just turnt my life upside down and
21 that was a joke to me -- after that, it was a joke
22 to me.

23 Q Okay.

24 A I mean --

25 Q So -- so, would you have been willing to settle

1 your bodily-injury claim for \$50,000 in December
2 2014? .

3 A If -- if it would have been done right, yes. I
4 would have, yes.

5 Q Okay. All right.

6 A But -- but it wasn't and then that -- I -- at that
7 point, I felt like I was being jerked around. And
8 I asked him, "What do I do?" and, you know, because
9 I -- I felt like I wasn't being taken serious.
10 Y'all didn't think that it was -- what I was going
11 through was serious enough.

12 Q Okay. And we'll talk more about that --

13 A I mean --

14 Q -- and why you felt that way, but -- and we'll get
15 there in just a minute.

16 All right. So were -- were you aware that the
17 -- that your lawyers had made a demand to Allstate
18 for Ms. Ham's policy limits?

19 A Yes.

20 Q And -- and an agreement to settle the case?

21 A Yes.

22 Q Okay. And when were you made aware of that?

23 A Before they did it. I mean, they told me what they
24 were going to do and told me, you know, what they
25 were going to do and then they told -- and when

1 y'all responded with that check, they called me
2 back in and told -- and, you know, and we discussed
3 it and it wasn't right. The check wasn't right,
4 the demands wasn't met, and they asked me what I
5 wanted to do. And I said, "Well, take that off the
6 table."

7 Q Okay.

8 A Just go ahead and take it off the table because --
9 and, at that point, too, I didn't realize what all
10 that I -- I was having to go through. I mean, put
11 it bluntly, this is -- this is one of the pictures
12 of my leg.

13 Q Unh.

14 A I mean, this is -- this is what I went through.

15 Q Yeah. No. I -- it -- it -- looks like a --

16 A I mean, it's just unreal, some of what I had -- it
17 -- it -- taking the bones out of your leg and --
18 the pain was just -- it was -- and still, you know,
19 I still -- like last night, I couldn't even sleep.
20 I mean, it's just I've never been through so much
21 pain and so much trauma in my life.

22 Q I understand.

23 A I'm 51 years old and never have I been through
24 this. It's just been unreal to me. It's been to
25 the point to where I wish wouldn't have never made

1 it through the accident.

2 Plaintiff's Exhibit Number 2, Letter in
3 reference to "Privileged and
4 Confidential: Relating to Settlement
5 Discussions."

6 Q Okay. I'm handing you what's marked as -- as
7 Number 2, okay? And have you seen this letter
8 before?

9 A Yes. I have because I read over this, yeah.
10 Because I read over this before they sent this
11 letter.

12 Q Okay. And that's what I was going to ask you.

13 A Yeah.

14 Q When -- when was the first time you ever saw that
15 letter?

16 A Before it was sent.

17 Q Okay. And did you go into the office to look at
18 it, or was it sent to you?

19 A I think I came in here. Well, what date was this?
20 December the 12th, 2014. If I wasn't here, they
21 came to the hospital because before they sent
22 anything, they -- they were very good about -- it -
23 - like I said, I've got a file. I've got a copy of
24 -- I -- every letter that's sent, every --
25 everything that was sent through this law firm, I

1 have got a copy of and I have made sure of that. I
2 have a got a copy of every letter. Everything that
3 was said, yep. Everything.
4 Q All right. And, so, what -- what was the --
5 A Uh-huh.
6 Q And, so, you -- you authorized the firm to send
7 that letter?
8 A Uh-huh.
9 Q Is that right?
10 A Uh-huh.
11 Q Is that yes?
12 A Yes. Yes.
13 Q Okay.
14 A I'm sorry.
15 Q All right. Okay. Do you know what, if any,
16 information was submitted along with that letter,
17 as far as any attachments to the letter?
18 A I'm not sure. Like I said, I was up under so much
19 medication --
20 Q Sure.
21 A -- at that time and in the hospital and going
22 through all these surgeries because I've already
23 been through 12 of them. And I have been through
24 so much that I'm not sure. Like I said, I've got a
25 copy of every letter --

1 Q Right.

2 A -- and everything that they have sent. They have
3 made sure I have got a copy of everything and they
4 have went over with them -- me, and if I didn't
5 understand it, they would come to the hospital and
6 -- or come to my home and explain it to me. So
7 they -- they tried to keep me very -- because they
8 knew what I was going through.

9 Q Uh-huh.

10 A And, so, they wanted to make sure that I understood
11 and that I had copies. So I do have to give them
12 that. I did -- they've been very strict and very
13 reliable, as far as letters --

14 Q All right.

15 A -- and what they were doing.

16 Q Who did you talk to about that letter?

17 A What was his name?

18 THE DEPONENT: (To Mr. Willey) The one that
19 was handling the case that left here that got
20 another job?

21 A I can't -- Peggy was one of them. God, I can't
22 remember his name. It's been a long night for me.
23 I haven't had much sleep. This leg has kept me up.
24 I can't remember his name right now.

25 Q All right.

1 A Sam? Sam -- Sam.

2 Q Sam somebody?

3 A Sam somebody.

4 Q Okay.

5 A Sam and Peggy.

6 Q All right. And, so, you -- you talked with Sam
7 about that letter before it went out -- Number 2?

8 A I either talked to Sam or Peggy about this letter,
9 yeah.

10 Q Okay. All right. And what is that letter -- what
11 are you demanding in that letter?

12 A I don't even know. I'd have to read through it
13 again. I don't even -- at this point, because this
14 was in 2014 and you're talking about two years ago.

15 Q Right.

16 A So I'd have to read this whole letter and then go
17 through it again. So, I mean, if you want to wait
18 on me to read it, I can tell you. Or we can read
19 it together.

20 Q Yeah. Well, I am going to ask you some questions
21 about it, so if you want to -- if you want to read
22 through it --

23 A Oh, Lord.

24 Q -- that's fine.

25 A Okay.

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 there.

2 MR. COX: Oh, sorry.

3 MR. WILLEY: Yeah.

4 A Twenty-seventh, yeah.

5 MR. COX: Sorry.

6 A And no later than five o'clock on the 27th, we'd,
7 you know -- and it was like disregarded. I mean, I
8 felt like -- you know, to me, I felt like y'all was
9 just trying to dismiss me and it was a joke. And
10 when I -- when y'all didn't send the certified
11 check or meet the demands, we just knocked it off
12 the table.

13 Q Okay. All right. And I know you've said that a --
14 a few times.

15 A Yeah.

16 Q And we're going to get into that, why -- you know,
17 why in the world you would feel that way.

18 A Because it wasn't met. I mean, because when we
19 asked for the certified check, it was like -- it
20 looked like a personal check.

21 Q Okay.

22 A It was -- just wasn't done. I mean, what they --

23 Q Well, let me ask you --

24 A -- what we were asking for, it was like y'all
25 wasn't taking it serious and it was just, you know

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 With the check, too.

2 Q Okay.

3 A Yeah. I seen that. It was a -- yeah.

4 Q Okay. And you saw that?

5 A Yeah. Uh-huh.

6 Q Okay.

7 A They brought me in and I seen that, yeah. Yep. I
8 did.

9 Plaintiff's Exhibit Number 3, Letter in
10 reference to settlement check, including
11 supporting documents.

12 Q Okay. I'm going to hand you -- I'll look it up.
13 I'll hand you what's Number 3. And had you seen
14 that information before?

15 A Yes. Yes. This is the check, yeah.

16 Q All right. And when did you -- when were you asked
17 to come in and talk to them about that -- talk to
18 your lawyers about that -- just when?

19 A It was when they received the check and they told
20 me that the demands hadn't been met. And they
21 called me in and the -- the letter they wrote y'all
22 with demand, the check -- the 50,000, and they
23 showed it -- and they showed it to me. And then
24 they showed me what y'all sent -- the check and
25 stuff. And it just wasn't there -- it wasn't

1 there. It just was like y'all wasn't taking it.
2 It was like I was being wiped off, you know,
3 dismissed.
4 Q All right.
5 A Take -- taking it seriously --
6 Q Well, did you --
7 A -- and I was a very --
8 Q The question was, When?
9 A I --
10 Q When did you --
11 A When it went --
12 Q -- when -- when did you see this information?
13 A When was the check sent?
14 THE DEPONENT: (To Mr. Willey) When did we
15 receive that check?
16 Q Well, this is the -- this is the letter --
17 A Okay. Okay.
18 Q -- that it came in.
19 A I'm not sure the exact date. I'm telling you I'm
20 not sure the exact date.
21 Q Is it your understanding that Allstate provided a
22 copy of what's there in Number 3 before five
23 o'clock on the afternoon on December 27th? And
24 that it was delivered to your lawyer's office prior
25 to that date and time?

1 A Yes. But it wasn't delivered -- it wasn't what we
2 asked for, though.

3 Q Okay.

4 A It wasn't what -- it wasn't what we asked for.

5 Q All right. So the answer to my question is yes?

6 A Yes. But it wasn't but we asked for.

7 Q Okay.

8 A What we asked for was not delivered.

9 Q Okay. All right. What --

10 A By then.

11 Q All right. Well, tell me -- tell me what it was
12 about the information and the check and the
13 documents in there -- what was the reason or
14 reasons that you rejected the -- the pay -- the
15 \$50,000 in the settlement of the case?

16 MR. WILLEY: I object to the form.

17 MR. COX: Okay.

18 A It's -- it just wasn't done what the way we asked
19 it to be done. I mean --

20 Q All right. Tell me how.

21 A It's the check, for number one.

22 Q Okay. So, one is that the -- the \$50,000 check --

23 A Yeah.

24 Q -- was not a certified check?

25 A Unh-unh.

1 Q Okay. I've heard you say that --
2 A Yeah.
3 Q -- several times.
4 A Yeah. I mean, and, you know --
5 Q And then what else?
6 A And we wanted a -- a letter about her -- her
7 policy.
8 Q Okay. And if you'll look in there, you'll see an
9 affidavit from her, right?
10 A There was something that we did not receive that we
11 asked for and I'm . . .
12 Q Okay. Well, look through that document and you'll
13 see on the -- about the -- let's see -- one, two,
14 three -- fifth page --
15 MR. COX: (To Mr. Willey) That's it right
16 here.
17 MR. WILLEY: Okay.
18 A Here's the fifth page, right here.
19 Q Okay. And do you see that there is an affidavit
20 there --
21 A Yeah.
22 Q -- from Ms. Ham --
23 A Yeah. Yeah. Uh-huh.
24 Q Okay. And -- and it's your understanding that that
25 affidavit was provided to the office -- to your

1 lawyer's office before December 27th at five
2 o'clock, right?

3 A Uh-huh.

4 Q Is that yes?

5 A Yes.

6 Q Okay. All right. Is there anything wrong with
7 this affidavit that caused you to reject --

8 MR. WILLEY: Object to the form.

9 Q -- the settlement?

10 A There was several things and I'm -- I --

11 Q Was there anything wrong with the affidavit, Ms.
12 Goodwin, that caused you to reject the settlement?

13 A You'd have to talk with him on that one because I'd
14 -- I'd -- I can't -- that day he brought me in
15 here, he explained it to me and I looked at it and
16 we -- I agreed -- I both -- I brought up, you know
17 the check wasn't right. And we pointed out some
18 other stuff that just wasn't right and I can't go
19 back that far because I'm telling you this wreck
20 has really screwed me up, mentally, physically,
21 emotionally, and --

22 Q Okay. All I'm asking --

23 A -- it just wasn't done right -- it wasn't done
24 right. And I felt like I was being jerked around
25 and I -- and, at that point, I just said, "I'm

1 done. No. Don't accept it. Take it off the
2 table. I don't want to ever accept this" --
3 Q Okay.
4 A -- "this is done, period."
5 Q And -- and I know you've said that three or four
6 times now.
7 A And, you know, and I'm not --
8 Q All I'm trying to do is find out why you felt like
9 you were jerked around.
10 A Because --
11 Q What was wrong --
12 A -- I felt like --
13 Q -- with what was provided?
14 A -- y'all wasn't taking what happened to me
15 seriously.
16 Q Okay. Why?
17 A I mean -- why?
18 Q Why?
19 A Because \$50,000 don't touch what I've been through.
20 Q Okay.
21 A Don't touch the rest of my life, don't touch what
22 has been taken away from me with the pain I've been
23 through, the emotional, the physical. It has just
24 been -- I mean, I wish I would have died at some --
25 at -- at points. I wish I would have never made it

1 through them surgeries. And, to think about it
2 right now, I'm about to come to tears because I
3 think about it right now -- y'all just don't
4 realize what I have actually been through and what
5 I'm actually still going through.

6 Q Okay.

7 MR. COX: (To the deponent) You -- do you
8 want to take a minute?

9 MR. WILLEY: Yeah.

10 MR. COX: Yeah. Let's take a minute. I'm not
11 trying to upset you.

12 THE DEPONENT: Well, it just upsets me --

13 MR. COX: I --

14 THE DEPONENT: -- because I feel -- still feel
15 this pain.

16 MR. COX: Okay. Let's --

17 MR. WILLEY: Let's take --

18 MR. COX: -- just take a --

19 MR. WILLEY: -- a break.

20 (Off the record from 11:20 a.m.
21 until 11:24 a.m.)

22 THE EXAMINATION BY MR. COX CONTINUES.

23 Q Okay. All right. When we left off, we were
24 talking about the affidavit that was provided from
25 Ms. Ham.

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 that. I mean . . .

2 Q Okay. You don't know the answer to that question?

3 A I -- I . . . All I do know is, if I had my life
4 back the way it was before this wreck, y'all could
5 -- I -- no amount of money could replace what has
6 been taken away from me, period.

7 Q I completely understand.

8 A Period.

9 Q I completely understand. All right. All right.
10 Let's talk about the check, okay? You have said
11 that -- that you rejected the check because it
12 wasn't a certified check. What about the fact that
13 it was not a certified check caused you to reject
14 it?

15 A But -- oh, could you --

16 MR. WILLEY: I'm going to object to the form.
17 (To the deponent) You can't talk about
18 anything that --

19 THE DEPONENT: Yeah.

20 MR. WILLEY: -- you know, we've discussed.

21 A I mean, it's -- I mean, I asked for something and,
22 point-blank, y'all -- the check just threw me, and
23 it just --

24 Q All right. And that's what I --

25 A It's like you just wasn't taking none -- none of

1 this seriously. I mean, it's --

2 Q What -- but what -- that's what I don't understand.

3 What -- what about the fact --

4 A The check. The check. You didn't do what we
5 asked, and it was simple. It was a simple request,
6 and you didn't do what we asked. And -- and why --
7 by you not doing what I asked, then y'all didn't
8 take this serious. Y'all didn't care about me.
9 You didn't care about what happened to me --

10 Q Okay.

11 A -- and that is unreal.

12 Q Okay. What about -- what about a certified check
13 is different from the check that Allstate sent?

14 A Because that's what I asked for.

15 Q Okay. So it was only because it wasn't what you
16 asked for: You asked for a certified check, and
17 you got a different kind of check?

18 A Yep.

19 Q Okay. So it wasn't that there was any difference
20 between the two?

21 MR. WILLEY: I'm going to object. (To the
22 deponent) You can't discuss anything that
23 we've discussed.

24 THE DEPONENT: Okay.

25 MR. WILLEY: So only . . .

1 Q Was it because there's any -- so it wasn't because
2 there was any difference between the two types of
3 checks?

4 MR. WILLEY: (To the deponent) Only answer if
5 you know, not because of what I've told you.

6 (To Mr. Cox) I mean, you agree with that,
7 that if I told her something --

8 MR. COX: No.

9 MR. WILLEY: -- it would be privileged?

10 MR. COX: I don't agree with it.

11 THE DEPONENT: Yeah.

12 MR. COX: I think the settlement and why it
13 was rejected is -- is -- is completely open
14 game and -- and is -- I mean, I'm trying to
15 find out why she rejected it.

16 A Because it wasn't what we asked for. We had
17 clearly sent a letter asking -- with the demands --
18 asking for certain demands, and y'all didn't take
19 that seriously. You did what you wanted to do
20 instead of what I asked to be done in the letter.
21 So -- and when I -- I -- when it was sent, and you
22 didn't apply (as spoken) -- you didn't agree to
23 what we sent in the letter, our demands, then I --
24 we just knocked it all off the table because if
25 you're not going to agree with something -- as much

1 as I've been through, as much pain as I've been
2 through and still going through and will continue
3 to go through, if you can't agree to something that
4 -- of that, then, "Pfft. Done."

5 Q Is it --

6 A "Done."

7 Q -- fair to say that you were just looking for a
8 reason --

9 A No. I -- no.

10 Q -- to reject it?

11 A No. It wasn't that I was looking for a reason. It
12 was that --

13 Q Okay.

14 A -- that I don't think that I was asking for much
15 through that letter, that what we -- our demands.
16 I don't think that was much to ask for at that
17 point. I really don't think it was, and for y'all
18 to not take it serious enough and not take what it
19 was done to me serious enough, then we knocked it
20 off the table. And I -- I just -- and, you know, I
21 -- when they showed me that check, I just looked at
22 them and, "Wrong. No. No."

23 Q Did you --

24 A "No."

25 Q Did you think the check wasn't a good check?

1 A It's just that y'all didn't do what we asked. I
2 mean, it -- it's not that I didn't think y'all were
3 trying to give me a bad check. It was just that we
4 asked for certain things to be done, in that letter
5 and at a certain time, and it wasn't met. It was
6 like y'all were taking me as a joke.

7 Q Okay. So, even though the \$50,000 check was just
8 as good as a cashier's check, that didn't make any
9 difference to you?

10 A It was --

11 MR. WILLEY: Object to the form.

12 Q It -- it didn't --

13 A I mean --

14 Q -- make any difference to you?

15 A -- I don't know how else to tell you what we asked
16 for was not met. And the check just was a kicker
17 because it -- I mean, if you can't even apply (as
18 spoken) with it -- a -- a -- a check -- \$50,000 is
19 \$50,000. You know, why couldn't you do it the way
20 we asked? Why couldn't it have been done the way
21 we asked?

22 Q What difference would it have made?

23 MR. WILLEY: Objection.

24 A A lot.

25 Q Why?

1 A Because that's what we asked for -- what we asked
2 for. That's what -- that's why. Because we asked
3 for it to be done a certain way, and it wasn't.
4 Bottom line, it wasn't.

5 Q Okay. All right.

6 A I mean --

7 Q And I think I've asked you this, but -- but is
8 there anything about Allstate's -- what -- what
9 they sent to your lawyer's office, before December
10 27th at five o'clock, other than the type of check,
11 that caused you to reject the settlement response?

12 MR. WILLEY: I object to the form.

13 A You'll have to talk with him on that.

14 Q Do you know of anything else?

15 A We came up with several things, but I -- to me,
16 right now, I can't -- I can't recall that, like
17 that, right now. I mean, I've -- you know, I --
18 I've really had -- I've had a long, bad night last
19 night with this leg, and I -- I'm -- you know, I
20 know you're asking me stuff, and y'all have got all
21 these documents --

22 Q Well, listen, I --

23 A -- in front of you.

24 Q -- you know, I don't -- I hear you.

25 A It's just that -- that I --

1 Q I want to make sure -- let -- and let me-- let me
2 interrupt you. You've said that a couple times.

3 MR. COX: (To Mr. Willey) I -- I think we
4 might need to come back because I don't want
5 to take a deposition that -- that, later,
6 she's going to say, "I was tired, and I -- I
7 couldn't answer the questions."

8 A Listen --

9 MR. COX: So --

10 A -- I know what you're talking about.

11 Q Okay.

12 A But it's -- I get -- I'm getting aggravated --

13 Q But are you --

14 A -- because of the fact that you keep asking me over
15 and over again about the check, about the check.
16 And the bottom line is we just -- we sent you a
17 letter and asked for a check to be certified by a
18 certain time and a -- certain things we asked for,
19 and y'all didn't do it.

20 Q And that's just what I'm trying to find out, what
21 we didn't do, Ms. Goodwin. "The check" --

22 A What --

23 Q -- is what you said.

24 A What's --

25 Q And -- and you said -- I -- I haven't heard you say

1 anything else.

2 A The letter.

3 THE DEPONENT: (To Mr. Willey) Where's the

4 letter that we sent to them? What --

5 MR. WILLEY: That's --

6 Q That's it right there.

7 THE DEPONENT: This? Which one?

8 MR. WILLEY: I can't go through it with you.

9 THE DEPONENT: Okay. It's the letter that you

10 sent.

11 A And I -- let me see where it's -- this is the

12 letter or this one?

13 Q That's the one, the one right here, yes, ma'am.

14 A This one?

15 Q Yes, ma'am.

16 A Okay. We asked for certain things to be done, and

17 y'all just didn't do it. I mean, it's --

18 Q What?

19 A It's just . . .

20 Q What? That's all I'm asking.

21 MR. WILLEY: (To Mr. Cox) Well, don't ask me.

22 MR. COX: I -- I know. I --

23 MR. WILLEY: You're looking at me. In a

24 second, you're going to ask me something

25 interrogatory, and I'll respond to it.

1 MR. COX: Well, we did, and you haven't.

2 MR. WILLEY: Fair enough. Then we'll get your
3 responses. I've already sent an e-mail on
4 that . . .

5 MR. COX: But -- but my bigger concern is her
6 continuing to say that she can't think
7 straight because of her --

8 A I mean, no. I -- it's not that --

9 MR. COX: So --

10 Q -- I can't think straight today. It's just that I
11 have been through so much, and, through all this,
12 it was just -- I mean, I was having to process all
13 this, and I'm still having to process a lot. And
14 it's --

15 Q Well --

16 A It's just -- it's just, you know, I knew what --
17 knew what they were talking about, I knew what we
18 asked for, and I knew that it wasn't followed by
19 the letter that we sent. And then I just figured
20 out, myself -- I said, you know, "If they can't go
21 by a certain thing" -- because -- you'll agree with
22 me: We asked for a certified check, right?

23 Q The -- I think the letter did mention a certified
24 check or some other kind of check.

25 A Yeah. And it wasn't sent. That was not a

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 life. I can't never go snow skiing again. I can't
2 never ride my motorcycle again. I like to run. I
3 used to run. I can't do that. I used to hike. I
4 can't do that. There's so many things that I can't
5 even do anymore, that I'll never be able to do
6 anymore.

7 Q Okay. All right. Is it your position that -- that
8 you were, in that letter, asking to be paid for any
9 type of property damage?

10 A Yeah. I believe the property damage was my
11 clothing. My Harley boots, they had to cut off.
12 My pants, every -- my jackets and everything, they
13 had to cut all that off of me because I was
14 mangled.

15 Q Okay. All right. So tell me what it -- what
16 property damage. You didn't own the motorcycle,
17 right, so there was no claim for that?

18 A It was -- it was -- that was not my motorcycle.

19 Q Right.

20 A So they did -- they did recoup his motorcycle. I
21 know they --

22 Q Right.

23 A -- did fix his motorcycle or whatever.

24 Q Okay. So --

25 A I know they did that.

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 Q One of the boots?

2 A I got one of the boots.

3 Q All right.

4 A No.

5 Q All right. So your boots, your pants, your jacket?

6 A The shirt, they cut. They -- I mean, they

7 literally had to cut all my clothes off of me --

8 Q Uh-huh.

9 A -- to get -- because I was just -- I was gone. It

10 -- I was --

11 Q Okay.

12 A I was -- I was really -- it was bad.

13 Q All right. And, so, the -- what type of shirt was

14 that?

15 A Everything I had on was Harley-Davidson --

16 Q Okay.

17 A -- except my bra and my underwear, was the only

18 things.

19 Q Do they -- do they make --

20 A I'm going to just be point-blank.

21 Q -- Harley-Davidson bras and --

22 A Everything but was Harley-Davidson.

23 Q Do they make Harley --

24 A I mean --

25 Q They probably do.

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 This is 2.

2 Q -- 2? -- that -- that detailed, you know, what type
3 of property damage you were asking for?

4 A I -- I think --

5 Q Or the amount of property damage you were asking?

6 A I think we did -- it was. What was it, around 800?
7 I'm not sure. But I know they asked me about all
8 that property damage because -- because, really, I
9 remember -- the one thing I remember was the EMT
10 telling me, "I'm going to just try to cut the
11 shoestrings off because I know how much you paid
12 for these boots. I've got it. I'm going to try
13 not to do it." And it -- it didn't work. So he
14 said, "I'm going to have to cut them. I'm sorry."
15 But I don't -- I remember we discussed that, and
16 they took it down -- the amount down, but I'm not .
17 . . .

18 Q Did you see that anywhere in that letter, any --

19 A In this letter?

20 Q -- anything detailing what property damage you were
21 asking to be paid for?

22 A In this letter?

23 Q Yes, ma'am.

24 A In Number 2?

25 Q Yes, ma'am.

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 Q And that -- that, like --

2 A Yeah.

3 Q -- for instance, if you had -- if you had requested

4 to be paid for, you know, your boots and your pants

5 and your --

6 A Yeah.

7 Q -- jacket and your shirt and all that --

8 A -- I would've had to sign off on it, yeah.

9 Q Yeah. Right. And you would've -- you would've

10 entered into some settlement --

11 A Yeah.

12 Q -- agreement for that?

13 A Uh-huh.

14 Q Okay.

15 A And I did not sign off on any -- I -- I haven't

16 signed off on anything.

17 Q Right.

18 A No.

19 Q All right. We'll look at Page 5 of this letter, if

20 you don't mind.

21 A On 2?

22 Q Yes, ma'am. And you have to count them. They're

23 not numbered.

24 A This one?

25 Q Is there a line? Unh-unh. Let me see if I can

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 Anastopoulo 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 MR. COX: Oh, I don't know that -- I don't
2 care about the amount. I'm just talking --

3 MR. WILLEY: But you're --

4 MR. COX: -- about the type of check.

5 MR. WILLEY: -- asking about the terms--

6 A Yeah. That's --

7 MR. WILLEY: -- of the settlement, and I can't
8 --

9 A That has nothing to do with this.

10 MR. WILLEY: (To the deponent) Hold on. Hold
11 on. (To Mr. Cox) And I -- I can't have her
12 answer that.

13 A Unh-unh.

14 MR. WILLEY: But what we'll do is I'll let you
15 submit written deposition questions, and I can
16 check on whether or not it was confidential.
17 If it's not confidential, then what we'll --
18 we can respond to --

19 A Yeah.

20 MR. WILLEY: You know, I don't think it's
21 relevant, but --

22 A Unh-unh.

23 MR. WILLEY: -- I can't -- I don't know. I
24 wasn't her -- I didn't represent her in that
25 case --

1 A No.

2 MR. WILLEY: -- so, you know. Obviously, my
3 firm did, so I have the ability to check on
4 that at some point.

5 MR. COX: I -- I mean, I -- I mean, I don't
6 know that I agree with that. I don't know. I
7 can't imagine what -- how the type of check
8 would be confidential.

9 MR. WILLEY: Well, usually, those
10 confidentiality provisions say the terms of
11 the settlement. That's a term. It's a
12 material term, obviously, or else, we wouldn't
13 be here, so I don't think I could take the
14 position that it's not a term.

15 Q Did -- in -- in your -- in your previous accident
16 settlement, did -- did the Anastopoulo firm send
17 out a letter in that -- in that claim, similar to
18 the --

19 MR. WILLEY: I'm going to object.

20 Q -- Number 2?

21 MR. WILLEY: That's attorney-client privilege.
22 (To Mr. Cox) You're not entitled to know what
23 we sent her in any prior claim or what --

24 A Yeah. The prior claim, that's -- yeah.

25 MR. WILLEY: -- she communicated with her

1 lawyer on.

2 MR. COX: No, no. I'm asking: Did --

3 A Yeah, but --

4 MR. COX: -- did the -- did the firm send that

5 letter to an insurance company?

6 MR. WILLEY: I'm -- did we send a demand

7 letter to an insurance company or to her?

8 MR. COX: Send to the insurance company.

9 MR. WILLEY: Oh.

10 MR. COX: Yeah. Yeah.

11 MR. WILLEY: (To the deponent) If you --

12 MR. COX: That's all.

13 MR. WILLEY: Okay.

14 MR. COX: I'm asking her.

15 MR. WILLEY: Yeah. (To the deponent) If you

16 -- if you know, you can answer.

17 Q Yeah. Yeah. Did --

18 MR. WILLEY: I don't -- you know.

19 Q Did -- did -- do you know --

20 A Are you talking about the -- the wreck they handled

21 for me before?

22 Q Yes, ma'am.

23 A I don't know.

24 Q Okay.

25 A I -- I -- I mean --

1 Q Well, that's all --

2 MR. WILLEY: (To Mr. Cox) I mean, I don't
3 know, either. I don't --

4 A -- all I know that -- that they, you know --
5 everything was -- everything that we asked for was
6 met quickly, done, and it was over with. I mean,
7 we had no problem with that.

8 Q Right.

9 A I had, you know --

10 Q All I'm asking you is: Do you know if the firm
11 sent a -- a letter, in that claim, to the -- to the
12 insurance company, whoever it was, that was similar
13 to Number 2 -- Exhibit Number 2?

14 A Telling them what I wanted and -- and our demands?

15 Q Right. A time demand --

16 A Yeah.

17 A -- or "We need" --

18 Q Yeah. They did. Yeah. They did. And -- and they
19 met it.

20 Q Okay.

21 A They met it. I had no problem. I mean . . .

22 Q Did -- did -- how -- well, you're --

23 A But, I mean, it -- that should have nothing to do
24 with this. I mean, that's -- I don't understand
25 why you're asking me about that because that has

1 nothing to do with this case.

2 A Okay. Well, did -- did the --

3 Q I mean . . .

4 A Did you receive the policy limits in -- as a result
5 of that other accident?

6 MR. WILLEY: I . . . (To the deponent)

7 Again, I think, don't answer that --

8 THE DEPONENT: Yeah.

9 MR. WILLEY: -- because I don't know if it's -
10 - I mean . . .

11 A It's -- don't have nothing to do with this.

12 Mr. WILLEY: (To Mr. Cox) If you do want to
13 ask about the terms of the previous
14 settlement, again, if you want to submit
15 written deposition questions --

16 A Yeah.

17 MR. WILLEY: -- limited to that topic, we
18 could take a look at it, but . . .

19 THE DEPONENT: (To Mr. Willey) Why should we
20 even have to take a look at it? That has
21 nothing to do with this case.

22 MR. WILLEY: Well, I -- I agree.

23 THE DEPONENT: I mean -- I mean, really,
24 seriously.

25 Q Well --

1 THE DEPONENT: I mean . . .

2 Q I -- I understand, Ms. Goodwin, but that's not
3 exactly --

4 MR. WILLEY: Yeah.

5 Q -- for you to decide

6 A I mean . . .

7 Q But --

8 A Yeah, it is.

9 Q -- you might feel that --

10 A That -- if that's my personal business, so I don't
11 think that should have anything to do with this. I
12 mean, I -- I shouldn't have to say anything about
13 that because, pfft, it don't -- it didn't involve
14 this, at all.

15 Q Okay. Is it your -- and I don't -- I can't
16 remember if I got an answer to this question: Is
17 it your position that the demand letter, Number 2,
18 was -- part of the demand was -- was asking
19 Allstate to pay -- pay any portion of its property-
20 damage liability limits to you, in that letter, or
21 was it just strictly bodily injury?

22 A No. We asked for property, too, I believe.

23 Q Okay. But you -- but you would not agree to give
24 any type of a release for any property-damage money
25 paid; is that right -- according to that letter?

1 A I don't know. I don't know.

2 Q Okay. And have we covered all of the property
3 damage that you incurred as a result of the
4 accident? We got the boots, the pants, the jacket,
5 the shirt, the underwear, and possibly the cell
6 phone.

7 A Uh-huh.

8 Q Anything else?

9 A Does my hair count? It just tore my hair out.

10 Q No.

11 A No. It don't count?

12 Q That would be -- that would be personal injury --

13 A Yeah.

14 Q -- or bodily injury. I'm glad to see it grew back,
15 though.

16 A Yeah. It did. It took me a while. Like, I had a
17 spot here. As far as I know, the -- what I lost in
18 the wreck -- as far as what I had on, yeah, that's
19 -- that's about it.

20 Q All right. Sorry. I didn't talk about this yet.

21 A I mean, when I -- I lost it just a little while
22 ago. I mean, this -- that's not just -- going
23 through something like that, that's -- that's --

24 MR. WILLEY: (To the deponent) Right.

25 A It's a everyday thing.

1 MR. WILLEY: All right.

2 A I mean, it's -- when I say I'm tired or something,
3 because I've been hurting, I hurt every day. I
4 mean, it's --

5 Q All right. So -- so you're --

6 MR. WILLEY: (To Mr. Cox) Here's the F-A --

7 A It's unreal.

8 MR. WILLEY: Oh, go ahead.

9 Q That's a good --

10 MR. COX: Thanks for bringing me back to that.

11 Q You -- you feel comfortable that you are able to
12 answer my questions --

13 A I -- yeah.

14 Q -- fully and completely --

15 A I'm able -- yeah.

16 Q -- and truthfully?

17 A I'm able to answer them and --

18 Q Okay.

19 A -- fully. I just . . .

20 Plaintiff's Exhibit Number 4, Letter to
21 Terry Skipper from Eric M. Poulin.

22 Q Okay. All right. This is Number 4, and we kind of
23 already discussed this, but have you seen this
24 letter before?

25 A Yep. I have. I got a copy of this one.

1 Q Okay.

2 A Yeah. I got that one.

3 Q All right. And -- and, so, this letter is dated
4 December 29th --

5 A Uh-huh.

6 Q -- correct?

7 All right. And Allstate provided the letter,
8 the -- the -- the money and everything on December
9 26th, so did you meet with your lawyers between
10 December 26th and December 29th?

11 MR. WILLEY: I object to the form.

12 A I would have to look back, but time they got it and
13 stuff, they did call me in and showed me what y'all
14 sent. But the exact date -- I'd have to look back
15 on my calendar, but the exact date, I'm not sure.
16 But I do remember them calling me and saying, "We
17 just received this, and I need to see you in our
18 office to discuss it."

19 Q All right.

20 A And, so, yeah. The time they received it, they did
21 give me a call and everything.

22 Q All right. Do you have a calendar --

23 A Not on me.

24 Q -- that would -- I know not on you, but do you have
25 a calendar that would show when you have met with

1 your lawyers?

2 A I just -- I've got briefcases, drawers, I have
3 boxes of all this, everything -- everything I have
4 documented, everything I have kept -- everything.

5 Q Okay. And the reason I was asking is you -- you
6 said, "I need -- I might need to look at my -- I
7 need to look at my calendar."

8 A Yeah. Because I kind of wrote down everything
9 because, if I didn't, then, you know, I knew some
10 of this was going to come back up, and -- and
11 through the medication and through the surgeries
12 and all that they had me on, I know I needed to
13 write things down.

14 Q Okay.

15 A And I know I needed to keep copies, and, so, that's
16 what I did.

17 Q All right.

18 A I was trying to cover my own self.

19 Q And did -- and did you see this letter, that's --
20 that's marked as Number 4, prior to it being sent,
21 or do you know?

22 A Yeah.

23 THE DEPONENT: (To Mr. Willey) I believe you
24 did --

25 A I was shown this letter before it was sent. The

1 one thing about it, these lawyers here, they --
2 when -- before they send letters and stuff, they
3 usually called me in and told me what the -- showed
4 me what they were going to send and gave me a copy,
5 but they -- they did -- I have to say, they did
6 keep me informed. Before y'all got anything from
7 them -- letters from them, they told me about it,
8 and they gave me a copy. We went over it, and they
9 gave me a copy, so I do know everything that they
10 sent, and I do have a copy of everything that they
11 sent to y'all because they were very good about
12 that because they knew what I was going through,
13 and they knew, being in the hospital and stuff, the
14 medication they had me on, they wanted to make sure
15 I understood what they were doing and what they
16 were sending. They wanted me to make sure that I
17 had a copy of everything, so that -- that, I was --
18 you know, because of everything I was going through
19 in the hospital and stuff, they wanted to make sure
20 I understood what they were doing and what they
21 were asking -- you know, what we were asking for.

22 Plaintiff's Exhibit Number 5,
23 "Defendant's Response to Plaintiff's
24 First Set of Requests for Admission."

25 Q Okay. And -- and let me hand you this. It's

1 Number 5. All right. What I want to do is ask you
2 about this. This is "Defendant's" -- which is you
3 in this case -- "Response to the Plaintiff's First
4 Set of Requests for Admission."

5 MR. WILLEY: (To Mr. Cox) I'm going to have
6 to talk to her about this one.

7 A Yeah. Because I don't understand how in the world
8 I'm getting it together --

9 MR. WILLEY: You got more discovery you're
10 going to give her?

11 MR. COX: I think this is probably it.

12 MR. WILLEY: Okay.

13 (Off the record from 11:58 a.m.
14 until 12:04 p.m.)

15 THE EXAMINATION BY MR. COX CONTINUES.

16 Q All right. Great. All right. What I'd like you
17 to do is to -- this is, again, Number 5 --

18 A Uh-huh.

19 Q -- and it's your responses to some requests to
20 admit that we sent.

21 A Uh-huh.

22 Q And what this is, is we -- we try to narrow down
23 the issues in the case by seeking to find out what
24 can be admitted and what's not admitted, okay?

25 A Uh-huh.

1 Q All right. So I want to ask you about a couple of
2 these, and I think we've kind of discussed some of
3 these, but I want to make sure we're clear.

4 A Okay.

5 Q Number 5, so it's on the second page. And, again,
6 it's -- if you don't know, you don't know. It
7 says, "Admit that on December 23rd, 2014, Allstate
8 sent to your counsel an 'Agreement and Covenant Not
9 to Execute' that complied with the terms of the
10 letter, dated Friday" -- well, that's a different
11 . . . That's obviously the wrong date -- "December
12 23rd, which is attached as Exhibit A," okay? And
13 you -- that was denied.

14 A Yeah.

15 Q Do you know the reason that was denied?

16 A That was the one that y'all sent with the check,
17 right?

18 Q Yes. The -- the actual --

19 A That's the one.

20 Q -- the actual document.

21 A The check. The check. Denied. The check.

22 Q Okay. But I'm -- this is specifically talking
23 about the -- the -- the actual document --

24 A Uh-huh.

25 Q -- that was the "Agreement and Covenant Not to

1 Execute."

2 A We denied it because it was with the check, and the

3 check was not right.

4 Q Okay. All right. So -- so nothing to do with the

5 actual way the covenant was drafted? It was just

6 that the check was --

7 A You'll have to talk with him on that one because

8 all I know is I remember that that was the main

9 thing, was the check --

10 Q Okay.

11 A -- the way it was done. Denied.

12 Q Okay. The same -- at 6, "Admit on -- that on

13 December 23rd, 2014, Allstate sent to your counsel

14 an affidavit" -- oh, well, that one's submitted.

15 Sorry.

16 A Uh-huh.

17 Q Okay. And I think we've -- we've gone over --

18 A Uh-huh.

19 Q -- the other stuff pretty well. It may have been

20 quicker than I thought.

21 A Who is Samuel Robert?

22 MR. COX: (To Mr. Willey) Is that the fellow

23 that was with y'all?

24 MR. WILLEY: Robert may be his middle name. I

25 think he was --

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.

1 (Whereupon, there being no further
2 questions, the deposition was
3 concluded at 12:15 p.m.)
4 (*This transcript may contain quoted material.
5 Such material is reproduced as read or quoted
6 by the speaker.)
7 (**Certificate accompanies sealed original
8 only.)

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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

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 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.

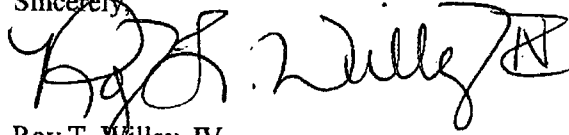
⁷ Please be aware that we have provided you willful and sufficient information to evaluate this offer of compromise and to compel your insurance company to pay its policy limits as demanded. Nevertheless, we are aware that many insurance companies request unnecessary additional information within a few 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

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 _____

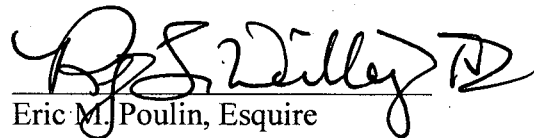
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DEC 12 2018

SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material and that this Record on Appeal complied to the best of my ability with the April 15, 2014 order from the South Carolina Supreme Court entitled "Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings."



Eric M. Poulin, Esquire

S.C. Bar No.: 100209

Roy T. Willey, IV, Esquire

S.C. Bar No.: 101010

Lane D. Jefferies, Esquire

S.C. Bar No.: 101764

Anastopoulo Law Firm, LLC

32 Ann Street

Charleston, SC 29403

(843) 614-8888

Attorney for Appellants

Dated: December 11, 2018