RECEIVED
Dec 15 2020
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Kristi F. Curtis, Circuit Court Judge

Appellate Case No.: 2019-001943
Case No.: 2018-CP-10-00666

Therese Hood .....Appellant,

v.

United Services Automobile Association .....Respondent.

RECORD ON APPEAL – VOLUME 5

ANASTOPOULO LAW FIRM, LLC

Alexis W. McCumber (SC #10161)
Eric M. Poulin (SC #100209)
Roy T. Willey, IV (SC #101010)
32 Ann Street
Charleston, SC 29403
(843)614-8888

Attorneys for the Appellant

NELSON MULLINS RILEY & SCARBOROUGH

Robert W. Whelan (SC #71174)
151 Meeting Street / Sixth Floor
PO Box 1806 (29402)
Charleston, SC 29401
(843)853-5200

Blake T. Williams (SC #100794)
PO Box 11070
Columbia, SC 29211
(803) 799-2000

Attorneys for the Respondent

32:14 44:10 67:8 74:14 116:20 149:7 149:21
gotten 110:14
gracious 149:7
grandfather 43:23
granted 122:15
ground 4:19
group 23:3
groups 22:15 43:8
guess 13:8 38:1 40:19 41:10 45:10,11 56:6 61:12 65:4 88:25 90:25,25 93:1,2,3,4,5,6 107:24 108:1,2 109:16 113:23
guessing 20:11
guesstimate 55:17
guidance 38:20 54:1
guide 38:13
guidelines 55:18
guy 74:14
Guys 148:23

H

halfway 122:12
hall 76:21
hallway 33:25
hand 159:15
handbook 34:24
handed 147:4
handle 8:3,4,5 12:12,13,15,21 13:12 16:15 19:1 20:7,16 20:17,20 21:10 26:21 43:6 57:7,10 58:4 64:1 102:12 147:1 153:18
handled 12:24 19:1 46:20 64:2 86:14 101:1,22 102:2 102:17 103:14 103:17 105:13 106:8 116:12 153:9
handler 14:14 15:21 113:20 124:12,14 136:15
handlers 20:3 126:13
handles 66:11
handling 12:2 16:12 19:21 25:6,23 26:11 29:25 30:1,4 34:17 35:9 49:17 51:8 53:22 57:11,13 59:1 65:17 82:22,23 83:1 84:1 98:14,16 104:18 106:12 117:23 119:22 121:22 126:7 131:20 142:19 143:1 147:18 148:24 153:4 153:21 154:18
hands 92:25
hang 101:12 117:9 144:14 144:19
happen 16:21 35:5 41:23 73:20 128:19 145:11
happened 11:16 14:4,9 17:5,6 27:10,11,11 50:18 60:21 81:6 126:11 128:1 139:2,19 139:20
happens 67:8 74:11 89:22
hard 19:5 38:17 78:3 115:3
harder 44:10
head 68:4 71:9
headlights 95:4 95:5 145:8 153:3
heads 21:15
hear 135:11
heard 64:17 107:5
held 122:21 123:14
help 38:13
helped 59:16
helps 14:6 124:24
hey 28:1 33:18 36:21 50:18 58:17 62:6 99:23
hidden 59:16,19 60:16
hide 59:12
high 130:21
higher 54:2 66:18
highlighted 113:13,14 152:25
HILLSBORO... 159:4
hire 51:24 52:18
hired 147:8 148:3
history 3:14 135:22
hit 37:10 111:25 138:16
hold 24:10 45:12 119:6 148:21
holding 92:25 119:11
home 9:2 63:22 107:17,23
homeowner 20:8 34:13,21
honest 117:4 130:6
honestly 77:24
honesty 33:10 117:15
Hood 1:4 3:11 3:12,13 81:21 104:9,23 105:9 105:17,18,21 106:5 121:23 122:17 134:14 135:13 152:1 152:24 153:3 153:10 158:2 161:9
Hood's 133:22
hope 48:2 134:3
hospital 54:25 121:8
hostage 119:6
hourly 61:1,3,9
hours 9:18,18 28:7
Howard 1:12 3:2 4:2,7,8 6:8 131:20 150:3 155:9 156:23 159:11 160:7 161:4
huddle 39:22,24 40:2 42:17
huddles 39:19 40:15,18 41:9 41:15
huh-uh 37:19 42:19 55:24 142:18
human 99:9
hundred 8:2 19:23 20:10 74:2,4,5,10 115:4,5,8,9,12 115:23 120:10 120:18,19 121:16,17,20 121:24 122:16 125:21 126:1,4 127:13,16 136:2 146:15
hundred-thou... 73:20
hurt 27:8
hypothetically 87:24

I

I.D 85:18 95:2 104:6,8
I.M 90:25 91:2
I.S.O 97:25
I.V 85:21 95:8
idea 117:6,18 144:10
identical 18:13
identification 81:15 109:7 134:13 135:15 137:25
imagine 47:13 47:16
immaterial 149:1
impact 115:3
implement 39:6
impossible 17:9
improper 7:13
in-person 9:13
incident 138:25
include 13:22 85:7
including 121:15
inclusion 80:10
inclusive 112:11
incorrectly 19:6
increase 54:1 63:5 136:24
increased 63:2
increases 63:6
independent 150:8
index 109:13

131:15,16 156:6
indicate 97:20 101:3
indicating 150:25
individual 18:1 18:4 60:18 143:23
individual's 59:7
individuals 15:1 113:21
info 157:1
information 15:13 17:8,21 18:8,14,16 19:7 27:17 28:14 31:4,6 31:13 38:12 47:7,10 48:13 49:7,25 50:6 50:10 51:1 54:12,14,20,23 55:5,8,15 69:24 71:24 85:13 87:2,10 87:12 89:10 97:24 98:6,9 110:5,8,9 113:19 114:4 114:10 122:8 123:1 124:11 124:17,24 128:10 130:2 132:12,14 133:17 134:22 143:9 147:16 154:14 155:19 155:23 156:16 157:3
initial 35:14,14 47:24 82:22
initially 10:7 24:21 30:23 35:15,17 36:19 91:20 93:22 127:22
initiate 94:9
injured 58:17
injuries 25:22 26:3,11
injury 24:6,20 26:2,13,15 27:3,9,18 28:2 34:18 57:22 70:14 73:2 113:2,12,16 114:10 120:8
input 53:18 78:15 95:24 96:4 97:21 108:11 131:2 142:12
inputs 99:10 113:19 124:11
instance 46:7 49:6
instant 90:17,22 90:23
insurance 12:21 13:12,13,23 14:6,13 49:12 63:19 79:14 98:6 115:20
insured 15:22 46:15 57:23,24 58:1,12,15,16 58:21 59:4,5,8 59:13,16,21 60:3,17 67:11 81:4 85:19,21 95:2,5,7 102:6 104:8,11 105:11 115:23 116:23 117:6 117:17,24 118:6,9 119:7 119:8,9,12 150:13
insured's 46:11 59:17
insureds 15:15 50:5 66:3 115:21 120:1
integrity 33:10 117:5,15
interaction 99:13
interested 144:15,24 160:20
Interesting 44:19
intermediary 143:8
internal 66:5 99:6 120:12 130:15,19,23
internally 43:16
interruption 154:2
interrupts 31:18
investigate 16:19 17:16 50:8 58:19 60:8 117:20
investigates 17:18
investigating 19:17 25:22 58:10,10 83:12
investigation 13:25 14:2,8 14:11,16 15:6 18:1,3,22 25:21 36:2,3,9 37:17,22 45:20 46:21,25 47:4 51:6,12,21 53:10 66:9 82:24 83:8,20 85:9 87:9 95:12 96:10,16 96:19,23 97:1 97:4 98:14 111:7,8 153:25 154:4,17
investigations 34:25
involve 28:2 63:8 101:8
involved 10:20 35:20 46:17 49:1,12 77:25 125:13
involvement 63:23 145:21
involves 103:17
involving 57:12
issue 83:9
issues 8:6 96:25 138:25 145:8
item 94:3 154:23
items 110:17 112:18,22
IV 2:2 3:3 4:6 5:20,24 6:4,6 6:18 7:1 8:20 10:3 32:3,13 32:17 40:25 41:5,13 75:5 76:4,7,10,18 80:22 81:2,25 82:3 84:11,17 84:21,23 93:2 93:8 109:3 125:25 131:7 131:10 134:8 137:5,22 138:3 138:5 142:10 148:10,15,19 149:5,9,10,15 149:17 152:9 152:14,16,19 152:22,23 155:4 157:10 157:14 161:22

J

Jack 131:21 132:11 133:9 134:6 156:20
January 144:3 145:14,15
Jerry 100:21
job 15:21 36:8 44:2,4,5,10 59:7,11,18 130:8,10 157:2
John 31:8
Johnson 84:3 95:6,7,19 102:6 103:2,6 103:12,18 104:5,22 105:9 105:17,21,24 106:4 141:1 153:2,10
Johnson's 105:17
joined 100:4
judge 7:17
JUDICIAL 1:2
jury 54:7

K

K.D 38:6 39:13 47:17 55:19 69:9
Kathy 107:8,10 107:12,15
keep 28:24 59:8 59:13 64:11 65:5 78:6,7 151:20
keeping 59:16 60:16
kept 57:4
Kevin 150:15
keying 28:16 48:7
kick 29:8
kicked 28:21
kidding 26:6
kind 27:25 28:8 34:9,23 35:24 36:16 38:21,24 39:20 42:1,6 42:21 46:12,23 47:24 65:15,19 70:12 86:18 90:17 109:8,23 110:6,16,17 112:2 113:2,24

117:5 123:14
124:22,23,24
148:25 149:19
knew 64:8
know 4:23 8:10
8:10 11:25
18:11,25 19:2
20:14,20 21:1
22:5,10,23
23:6,13,23
27:11,12,13
31:23 32:7
33:5,10,14,19
33:21 34:24
35:6,9,25,25
36:16,16,16,17
36:23 37:5,6
37:25 38:25
39:4,23 40:8,8
40:9,19 41:11
42:3,3,4,9,11
42:14,14 43:7
43:10,16,25
44:1 45:1,2,15
45:22 46:20,23
46:24 47:19
48:25 49:2,3
49:24 50:16,21
50:23 51:11
53:4,8,25
54:23,23 55:12
55:16 56:1,2,3
57:3 58:6,9,17
60:8,22 61:5
61:11,11,23
62:3,3,6,6,8,10
62:13,19,25
63:9,19 64:1
64:14,14,19,19
64:22,25 65:16
66:15,19 67:17
67:22 68:21,24
68:24 71:21
72:9,11,21
74:13,18 77:9
77:15,17,18,21
77:24 79:9,10
79:14,16 81:19
83:5 86:12
87:25 88:19
89:6,8 90:2,6
91:2,4,6,7,11
93:21 94:11,19
97:12 98:2,2
99:6,24 100:7
102:20,25
106:13,15,23
107:3,10
109:10 110:1
113:10 114:8
114:12 115:15
117:1,19,20
118:12,16
119:18 120:14
122:24 123:4
123:13,19,21
124:15,17
126:5,6 127:20
127:22 128:10
134:16,23
135:1,2 137:10
137:14 140:18
140:23 141:4
141:17,25
142:8,14,24
146:5 147:12
147:14,15,23
148:1,6 150:2
151:10,19,20
153:12,14,21
154:6,11
knowledge 38:7
39:13 137:4
known 27:17
55:5 59:12
146:2
Kuck 149:23
150:14
Kuck's 154:8
Kucks 148:25
Kushner 147:22
149:25 150:20

L

L.I.A.B 102:6
L/R 101:2 102:2
102:12
L/R4 151:9
L/R5 139:8,10
142:1 143:14
145:23 146:20
151:9,12
154:15
L/R6 105:14
151:9
L/R7 86:1,2
139:4 140:15
142:1,12
143:14
Lakes 44:21
Land 44:21
late 157:11
Law 2:3
lawsuit 7:25
8:11,16,25
9:25 10:18,21
12:22,25 53:5
lawsuits 149:22
lawyer 150:15
lawyers 150:18
lay 52:14
learn 35:10,11
37:8 47:7
learned 35:17
learning 35:12
led 18:11,22
left 24:15 44:18
109:12
left-hand 131:15
leg 55:22
let's 41:2 72:5
76:5 117:3
118:17 146:10
149:12,13
letter 50:17 67:5
67:11,12 94:5
160:25
level 25:4,17
61:12,14,18
62:2 72:6
73:25 74:18,21
levels 62:15 72:6
liability 11:9
20:8,16 25:11
34:14,21 53:10
56:24 57:7,13
57:22 58:11
82:23 86:16
95:12 96:10,15
102:5 110:13
138:25 153:4
154:5,9
Liberty 2:8
161:6
licensing 63:18
life 27:15
limit 56:22
line 52:14
152:25 158:4
link 112:16
156:7,17
Lisa 21:21 22:11
22:19
list 52:6 89:5
99:5 110:16
133:22
listed 110:7
111:9
literally 30:10
litigate 116:1
litigation 11:15
12:2 52:19
53:4 106:21,23
108:3 123:17
124:15 135:6
147:4,18,25
little 16:14 31:19
34:10 47:9,14
50:5 52:15
66:16,18 89:13
124:25 125:17
LLC 2:3
LLP 2:7 161:5
local 64:15
long 5:1 9:17
11:4 21:22
22:2,23 24:20
24:20 51:18
61:21 62:22
68:11 83:1
98:20 151:19
longer 41:25
look 9:1,2 15:8
19:4,18 21:13
26:18,21 32:25
40:9 46:9,12
62:1 67:20
69:24 84:25
86:23 100:13
100:21 108:9
108:24 109:9
109:16 111:3
113:1 115:1,3
116:24 122:22
123:5,5,23,24
124:23 131:15
134:2,18 137:8
137:16 141:21
148:20 149:14
153:16
looked 10:6 55:1
113:11 128:4
146:20
looking 15:11
16:10,16 25:20
38:1 58:13,14
82:12 84:5
89:24 91:16
96:6,11 97:5
103:4 108:10
109:12 113:1
114:5 131:11
134:17 155:13
156:4,14
looks 82:11 92:5
109:19 124:2
132:5 134:21
lose 42:2
loss 3:12 25:15
25:15 43:12
46:10 48:8
50:17 86:3,9
86:10,13,19,23
101:3,4,9,15
101:22 102:17

103:14,17 104:17,18 106:8,12 110:15,24 131:18 132:19 133:1 139:16
losses 43:6
lost 93:24 149:12
lot 19:1 49:3 124:23
low 127:2 128:22,24 129:18
lower 29:3
lowest 127:6
loyalty 34:2 117:5,15

M

M.S.T 23:5 31:12 39:22
M.S.T.s 41:15 42:17
M0085 136:21
ma'am 11:23
mails 78:10,14
main 90:20
majority 20:7 102:5
making 19:14 58:2,11 108:8
man 147:10
manage 22:11
management 29:18 91:3
manager 21:19 21:23 22:3 29:11 35:19,20 36:19 37:6 51:10 53:24 69:5 70:3,8,16 70:16,24,25 73:5,10,11,19 74:9 75:10,24 76:15 77:5 79:4,12 87:15 89:12 92:2,14 92:16 93:10,17 93:22 100:6,17 105:6 123:6 124:1,16,18 147:25
manager's 91:25 92:9
managers 23:3 39:16,24 113:22
manual 34:24
marathon 41:2
March 1:15
MARIE 1:12 3:2 4:2
mark 6:22 81:20 109:3 135:13 137:23
marked 3:10 81:15 109:7 134:13 135:15 137:25
Marsha 106:19
Martin 98:8 143:20,22 144:10
Mary 149:23 150:14
mash 48:10
Matt 23:14,14 23:16 74:15,16
Matt's 23:19
mattered 96:25
Matthew 74:17
Matthew's 74:18
McDaniel 22:20
mean 15:24 17:4 27:22 29:24 30:2,19 31:6 32:8 36:18,20 36:23 38:5 42:14 45:10,22 48:1 49:18 52:23 54:9 55:21 60:7 61:11 64:14 79:9 80:23 85:18 86:4 91:19 102:13 108:7 109:16 110:4 114:18 114:20,21 115:1,7 117:1 117:19 119:15 123:4 125:6,9 126:11 129:8 139:17 151:12 152:12 153:23
means 47:8 54:8 145:14 150:22
measure 67:8
mechanism 87:20 90:16
mechanisms 65:9
med 21:4
medical 26:25
medicals 67:23 120:23,23,25 121:10,11,15
Medicare 63:25 64:1,4
meds 66:10
meet 26:13 39:24 41:24 61:18 70:20,25
meeting 2:8 8:12 8:19 9:13,15 10:20,25 43:13 66:14 68:23 70:22 79:5,10 129:23 130:1 161:6
meetings 9:17 9:20 41:14 76:23 79:3 99:19
Melody 150:12 150:20 151:2
member 23:5,6 24:11 86:6 87:5,6 90:18
memo 39:5
memory 63:10 90:13 96:22
mentioned 40:6 86:13
mentoring 42:7 64:5
merit 69:23
merits 46:21
message 87:24
messages 91:11
messaging 90:18 90:22,23
messing 22:10
met 10:8,17 79:4
middle 32:21 44:13 145:6
mind 18:20 76:10 146:9
mine 43:24 109:10
minimal 26:3
minor 35:10 147:21
minute 134:15
Missy 1:12 3:2 4:2,10,12 33:18 51:18 123:12 131:20 150:3,24 153:3 156:23 159:11 160:7 161:4
mistake 17:25 18:2,15,17,23 19:14
misunderstood 30:12
Mitchell 21:21
mom 44:7
moment 54:16 88:6 115:11
money 11:9 14:7 15:3,8 16:3,9 59:8,13 64:3 75:14 122:6 130:8
month 140:9
months 83:19 144:12 145:23 145:23
moon 67:7
morning 149:22
motorist 8:7 45:8 58:18
move 50:2 61:18 72:3 98:11 143:13
moved 24:15 98:16 114:14
moves 98:18
moving 34:5 35:22 103:24
Mullins 1:16 2:7 161:5
multiple 16:18 28:17 136:8
Munroe 107:3
Muscle 90:13
mutual 127:9
mutually 128:23
Myrtle 148:24
Mysti 144:14,15 144:23,24
Mysti's 145:7

N

N 1:16 3:1 161:1
name 4:7 21:21 23:12,14,15 82:13 88:21 91:25 92:18 97:17 107:5 108:7,12 132:8 133:9,22 145:2 147:11
named 57:23
narrative 37:20 47:14
natural 12:1
Navy 43:21
Neal 92:17 93:11 93:23
Neal's 92:18
necessarily 18:5

18:18 37:6 50:15 63:18 70:18 88:12 96:12 112:10 120:4 121:11
need 4:24 5:1,1 38:21 40:24 46:22,22,24 47:8,19,19 51:3,12 52:5 53:7,7 58:15 58:19 67:17,25 70:2,8 71:24 72:24 74:10 76:4 81:16 88:12 96:16 107:9 109:9 115:17 118:13 123:13 138:6 141:21 147:19 147:21 157:12 157:15 161:15
needed 30:6 70:21 88:10
neg 104:1
negligence 104:2 104:21
negotia 66:10
negotiate 35:1 119:7 125:3 126:21 127:5
negotiated 127:21
negotiating 126:24
negotiation 65:10 124:8 128:5,20 129:3 138:24
negotiations 13:9 37:17,22 66:11 128:2
Nelson 1:16 2:7 161:5
never 36:10,12 56:8,24 77:25 107:5,6 118:25 129:2,22,22 130:1 153:23
new 34:15,22 36:21 39:3,6 43:2,3 46:8,9 48:18 89:25 90:7,9 91:17 91:17,21 92:11
nice 78:2 107:18
Nickels 147:11 147:12 149:24 150:19 151:2 152:7
nightmare 64:4
nines 108:6,19 108:25
Ninety-nine 146:17,18
NINTH 1:2
Nods 68:4 71:9
non-injury 25:6 25:8,17
normal 13:9
normally 49:22 113:24 124:18
north 44:22
Notary 159:7,20 160:24
notated 137:17 139:11
notations 139:14
note 66:14 76:21 100:14 103:4 103:15,20 104:22 106:11
noted 32:11
notes 78:9,13 122:11 138:21 138:23 148:13 148:16 160:12
notice 50:17 82:18,20
NOTIFICATI... 3:9 160:25
November 83:5 83:14 140:2
number 81:14 85:25 86:3,10 87:13 88:21,22 88:23 91:16 95:1 97:16 98:8 100:13 101:2,9 102:2 102:12,17 103:5,25 106:8 106:12 108:10 109:4,6 127:6 127:9 128:22 128:24 129:18 132:9 133:23 134:12 135:14 136:17 137:24 146:20,21
numbers 64:7 64:11 86:7,7

O

O' 44:21
O.J.T 34:9
OATH 3:7 159:1
oaths 159:9
object 7:4 11:10 11:17 12:17,20 15:18 16:25 17:13 18:24 26:19 31:14 33:7 37:24 39:10 45:25 47:23 53:12 54:4,10,17,19 59:3,24 60:6 60:13,20 63:7 64:12 68:25 69:8 71:2,12 72:10 74:1 88:9 101:24 102:15 103:3 103:19,22 105:4 107:21 112:7 114:3 116:4,22 118:20 119:2 119:14 120:3 121:2 122:1,7 124:21 125:5 125:18 126:16 127:18 130:17 139:1 143:5,10 151:7 155:2
objection 7:10 7:17 15:4
objections 7:9
objective 129:17
objectives 125:15
obtain 17:2,6,7
obtained 14:10
obviously 5:6 17:1 35:19 45:16 54:22 55:3 56:4,15 66:3 80:3 138:15,20 146:2
occasionally 25:19
occurred 13:24 46:10 48:22
occurrence 114:22 115:9
October 11:5,5
offer 42:6 72:24 74:10 75:23 76:13 123:8 126:3,8 127:16 127:17,21 128:6,15
offering 75:14
offers 73:9 74:22 126:13
office 23:9,21 24:3 107:15 142:23 148:1 148:23 161:15
official 159:15
officially 29:22
oh 28:16 42:12 44:16 51:21 54:25 86:13 91:5 92:22 99:1 107:18 132:1 144:22 145:3,20 148:15 151:22 157:17
okay 4:7,12,14 4:19,20,25 5:4 5:5,17,24 6:4 6:10 7:18,19 8:9,13,15 9:4,7 9:13,15,17 10:8,14,17,25 11:7,20 12:5 12:24 13:17 16:7,22 18:10 19:24 20:2,9 20:13,25 21:6 21:12,17,20 22:1,5,14 23:1 23:9,25 24:2 24:14,22 25:1 25:5,9,16,25 26:4,12 27:4 27:20 28:11,25 29:2,6,21 30:18 31:10,16 32:2,19 33:2,4 33:9,13,15 34:1,3,11 35:16,21,24 36:7,14,25 37:13 38:8,16 38:23 40:1,4 40:17,22 41:8 41:14,22 42:17 42:20 43:1,22 44:8,16,19,23 45:6,24 46:2 47:15 48:16,20 49:9 50:7 51:1 51:9,25 52:4 52:16 53:3,9 54:15 55:1,1,7 55:12,25 56:3 56:14 57:7,10 57:17 58:3,23 59:20 60:9,15

60:24 61:7,14
61:25 62:5,9
62:17,20,22,24
63:5,11,23
64:23 65:4,7,9
65:15,19,23
66:13,25 67:18
68:6,14 69:2,6
69:11,21 70:19
70:22,25 71:4
71:8,25 72:5,8
72:13,16,19,21
72:24 73:6,10
73:13,16,22,24
74:3,16,21
75:7,12,17,22
76:2,7,12,23
77:4,8,14 78:2
78:6,8,21,24
79:8,14,21,24
80:5,7,13,25
81:5,11,16
82:2,9,12,15
82:18 83:13,19
83:23 84:5,21
84:25 85:2,17
85:21,23,25
86:4,11,15,17
87:1,7,13,18
87:22 88:4,19
88:24 89:2,7
89:11,13,25
90:8 91:1 92:3
92:6,18,23
93:6,7,16,21
94:1,3,8,15,17
94:22 95:11
96:9 97:10,23
98:7,17,25
99:3,17 100:6
100:9,12,18,21
102:1,5,9,19
103:24 104:11
104:14 105:8
105:16,23
106:7,10,17,19
107:8,25
108:15,18,23
109:2,11,20
110:3,10
111:14 112:13
112:16,21
113:9,16,21
114:1,12
115:15,19
116:9,15,18,20
117:8 120:17
120:22 121:19
122:10,20
123:7,18 124:5
124:13,20
126:2 127:11
128:11 129:2
129:17 130:1,7
131:1,18 132:6
132:10,13,24
133:7,10,16,18
133:24 134:18
134:24 135:7
135:11 136:10
136:12,13,20
137:12,21
138:6,11,14,19
138:23 139:3,4
139:5,10 140:1
140:8,12,14
141:7,11,21
142:3,7,11,16
143:22 144:2
144:23,25
146:7,15,18
147:1 148:2,7
148:15,21
150:8,11,18,23
151:3,6,14,19
151:23 152:7
152:21,22
153:8,15
154:14,17,21
155:1,4,13,18
156:1 157:1
old 91:17,17
on-the-job 34:9
once 27:16 39:5
46:14 51:1
53:4,9 69:24
87:8 100:25
111:18,24
147:4
ones 33:11 50:10
52:10 123:4
ongoing 13:9,21
online 63:22
open 53:14,14
82:15 83:14
94:16 136:6,6
140:15
opened 82:25
83:7 87:8,14
88:7 135:23
143:25 144:7
145:24 152:2
155:13,24
opening 126:3
opportunity
9:23 42:8
138:19
opposed 155:11
option 89:21
options 89:17
ORANGE 160:3
order 14:15 15:3
16:3 47:20
59:12 60:16
61:18 62:10
68:1 96:14
115:20 143:14
153:15
oriented 71:7
original 83:13
outcome 153:5
outline 34:24
35:25
outlines 36:5
outside 8:19
51:23 66:2
overnight 28:7
oversee 19:19
overview 131:19
owe 59:5 60:7,8
118:2 127:8
129:5 130:11
owed 58:21 59:6
60:9,17 115:23
115:24 118:1,5
118:6,6 119:9
120:1 121:4
130:12

P

P.D 21:2
P.L.R.B 63:15
p.m 1:14,14 41:4
41:4 76:9,9
131:9,9 157:19
page 30:14
82:12 88:25
98:7 100:12
103:24 108:9
112:17 120:17
122:12 131:12
139:22 140:1
144:2,21
145:18 156:4
156:14,14
158:4
pages 138:1
149:8 152:13
152:15 160:11
paid 58:22 62:18
74:5 129:23
paper 78:6,9,11
78:17
paralegal 151:2
paraquadriple...
26:23
parent 49:2
PARK 161:1
part 12:15 13:22
15:23,23,24
25:18 31:12
59:15 91:3
96:1 121:10
126:20,22
128:20 139:3,4
partially 34:13
participated
12:25 60:16
participating
11:2
particular 8:11
39:2 53:11
60:11 66:1,1
97:2 115:11
118:4 120:8
140:19
parties 46:17
160:17
parts 109:15
party 129:6
132:23 133:6
133:11
passed 135:4,9
passengers
111:23
pay 21:4 60:7,8
60:17,25 62:24
63:2 90:11
115:24 118:8
118:24,25
120:1 127:8
129:3,5 130:8
130:10
paying 59:5
115:16 118:1
118:19 119:8
payment 125:17
127:3 130:4,12
payments
108:17,22
PDFs 94:23
pen 92:20,21
penalties 158:22
pendency
100:10
pending 19:22
30:7 31:3,7,8
31:11 64:9
89:5 104:11
110:9,16,17
112:19 142:20
people 43:8
49:11 68:7
89:12 121:6
125:8 143:1

people's 32:25
percent 8:2 45:23 95:3 104:5,6,22,23 146:16 153:2,3 153:4,10,10
percentage 45:7 129:24
perfect 4:13 20:21
performance 130:3
period 36:20 63:2 84:7
perjury 158:22
person 17:17,18 17:22 21:20 23:13 27:6 28:13,15 48:23 49:1,4,17,18 50:1 51:7,20 53:22 54:25 58:14 59:1,15 59:17 80:23 92:11 108:8,11 111:9,22 114:21 115:8 119:15 124:15 138:15 142:23
person's 59:11 92:11
personal 133:4 150:15 160:10
personally 74:4
perspective 119:25
Peter 107:3
pharmacy 44:15
phone 10:14 11:2 36:22 48:5,9 99:25 132:8 133:14 133:23 145:12 151:4,8,18
Phonetically 147:22 148:24 150:21
photographs 3:15 51:4
photos 46:18 115:4
physical 100:23 115:2
pick 28:4
picked 93:25
picking 99:24
picture 89:3
piece 13:25 14:2 25:24 42:2
pin 123:11
PIP 21:4
place 44:18 66:6 66:20 67:1 109:18 132:8 160:15
plaintiff 1:5,16 2:5 152:1,24
plaintiff's 3:10 81:14,21 109:4 109:6 131:11 134:5,11,12 135:14 137:24 139:14 148:23 149:16,18,20 150:18
plan 109:21 110:20 111:10 111:20 112:1,4 112:14 113:6 113:10,11,13 154:24
plane 138:4
play 16:10 21:2 118:15
PLEAS 1:2
please 115:18 149:22 150:23 157:17,17 161:13,14
plus 22:25
point 5:13 8:23 9:23 32:6 33:14 53:10 58:4 67:14 69:6 92:13,16 97:2 99:12 100:17 104:14 105:1 120:8 121:16 126:25 143:13 145:21 149:1 152:2 153:20 154:19
pointing 84:14
points 124:8 138:24
police 46:16 49:19 51:2 88:16 110:13 111:6,15,16 155:19
policies 39:6 56:20 60:18
policy 14:13,25 16:4 38:10 46:10 56:11 78:21 87:7 115:16
populated 99:9
portal 64:2
portion 95:18
position 25:2 26:1 34:6,6 60:22 61:2 62:4,14
positions 11:9 15:2 16:2
possession 8:22
possibilities 46:24
possibility 18:18
possible 50:5 59:23 60:5 123:3 125:17 127:3,7 128:23 128:25 129:19 130:9 141:15 142:19 143:3 150:14
possibly 24:7 112:8 121:13 128:9 135:8 143:11
post 62:4,10 76:21
poster 33:22
posting 62:7
posture 83:25
potentially 27:13 52:20 67:12 70:14 106:16
practice 14:18 39:3 40:20 41:11 116:21 155:23
practices 38:24
pre-litigation 108:18
pregnancy 121:9,9
prepared 161:11
present 10:10 11:1
presented 157:3
presenting 84:4
preserving 7:15
preset 76:23
presuit 12:10,12 12:15
Presumably 104:4
pretty 20:13 22:14 24:24 45:16,24 86:7
prevent 59:21 60:1
preventing 60:3
previous 30:13 101:3,9
previously 43:13
printed 82:9 120:9
printout 113:10
prior 8:23 12:21 24:14 84:8 144:6 145:15 154:12
probably 36:13 43:5 64:5,21 65:1 69:9 99:22 132:12 144:23
Procedure 6:17 6:19
proceeding 161:10
process 12:16 31:10 35:1,7 35:12 36:1,4 37:15,21 46:5 51:14 67:20 73:1 75:13,13 77:21 114:2 128:21 154:6
processes 36:4 36:24 37:9
production 81:22 149:16 149:18,20 152:1,25
professional 25:4 159:6,20 160:4,24
profile 88:25
program 68:1,8 90:24
programs 65:16 65:20,20
projects 63:8,24 64:5
promoted 24:20 61:16 93:24
prompts 27:25 29:15
proper 97:7
property 25:12 25:23 104:24 116:19 133:4
protect 11:9 13:6 14:6 15:3 15:15,21 16:3 58:15 116:23 118:18
protecting 15:7 16:9 59:2,4

prove 15:12
provide 13:11
provided 8:15 8:20,24 9:4,10 14:10 15:10,13 48:14
provides 37:21
proximate 96:2
proximity 77:5 100:1
Public 159:7,20 160:24
pulled 149:6,11
purpose 11:14 14:3,4,8 15:15 117:23 119:25 124:20 127:1,4 127:5
purposes 79:17 79:18 80:10 118:18 125:7
push 81:9
put 6:15,20 33:20 67:23 73:8 80:17 111:9 124:16 155:23
puts 28:13
putting 95:17

Q

qualified 11:18 159:8
qualify 79:17,18
quarter 20:11
question 5:2,23 7:12,13,22 11:11 12:19,20 30:13 32:10 39:21 41:6 47:14 52:13 56:7 57:19 64:17 66:13 70:13 75:2,3,6 75:7 76:11 79:11 85:2 96:4,13 101:6 103:11 112:3 113:9 115:19 118:3 127:19 135:16 142:6 147:20
questionable 70:13
questions 5:16 6:3 38:9 42:3,7 47:18 107:1 155:1
quick 40:7 79:11 150:22
quickly 24:24 87:8,10 93:20

R

radio 111:25
ran 17:17 18:2
randomly 80:1,6 143:23
range 20:4 22:16 61:13
ranges 65:11
rare 127:14 128:6,14,18
rarely 126:14
rate 61:9,13
reach 150:16
read 9:2 152:19 158:23
reading 76:11
ready 81:10
really 8:4 11:11 13:8 25:10,12 37:1,10 45:9 49:3 61:11,22 62:3 83:3 91:6 116:8,11 133:17 151:24
reask 115:19
reason 13:2,10 53:7,23 54:2 67:14 78:6 79:10 121:21 140:21,22 141:5,8 158:4
reasons 41:22 53:2
reassign 29:15 29:15
recall 147:10
receive 111:18
received 54:14 105:8,20 110:13
recess 41:3 76:8 131:8
recognize 39:6
recognized 34:19
recollection 150:9
recommend 53:25 150:21
recommendati... 61:21,24
record 5:8 6:15 6:20 7:15,17 32:14 64:18 75:3 79:19 80:2,3,9,16,17 80:21 81:5,6 81:10 91:17 138:16,20 160:11
recorded 79:16 80:1 81:1 138:10,11,15 139:3,7,17,22 139:23 140:2 141:25 143:13 143:19 144:11 145:22 146:11 146:22
recording 81:11
recordings 79:21,25
records 104:12 105:2
reduced 160:9
Reeves 150:20 151:2
refer 21:3 37:21 96:16
references 145:2
referencing 103:16
referral 97:7
reflected 142:11
reflection 153:9 155:10,11
regarding 122:16 139:2
Registered 159:6,20 160:4 160:24
regular 41:25
regularly 40:14 91:8 107:13
related 15:2 16:2 25:22 64:13,20 65:16 65:24 121:5 138:25
relatedness 70:13
relates 84:7
relating 38:10 85:14
relation 101:3,8
relative 60:11 160:16,18
release 55:2 68:12 117:1 118:12,14,17 118:18,22 119:5,13 122:5
releasing 122:5
remainder 121:25
remainders 137:8
remember 33:12 34:11,20 35:13 64:6 72:18 83:4,11,22 84:3 96:18 99:20 100:3 147:12 148:8 151:4,13,15 154:7 156:9
remembered 146:6
remind 125:3
reminding 11:24
rep 50:17
repeat 85:2
rephrase 5:3 7:22 12:8
replies 150:19
report 21:18 22:19 23:11 46:16 48:8 49:19 51:2 86:3,10,13,19 86:23 88:16 101:3,4,9,15 101:22 102:17 103:14,17 104:18,19 106:8,12 111:6 111:15,16 129:22 139:17 155:19 160:6
report's 110:13
reported 29:8 83:14
Reporter 1:19 3:8 6:13 11:22 31:20,23 32:5 41:7 69:15 76:12 89:19 102:10 103:9 106:2 131:5 154:3 157:12 157:15 159:7 159:20 160:5 160:24
REPORTER'S 160:1
reporting 28:9 63:25 161:1
represented 139:6
representing 17:11
reprimand

77:21
reprimanded 77:12
request 49:19,23 88:16
requested 141:2 141:13,22 160:8
requesting 141:8
requests 76:19 76:24 77:1
required 61:23
reserve 53:16,19 54:1,3,5,15 55:7,10,13,20 56:8,12,25 65:11 66:10,18 67:4 69:14 71:13 74:24,24 75:8,18 120:13 121:19 125:20 125:24 126:1,8 126:14 127:12 128:8,17 129:4 129:19 130:16 130:20,22 131:2 135:22 137:7,17
reserves 53:10 70:10 74:22 115:10 120:9 129:24 135:23 155:9
resolution 8:6
resolve 125:4 127:2,2,6 128:7,25
resolved 74:4 125:11,12,16
respect 55:20 156:20
respond 71:14 71:16 72:2
responding 149:3
response 5:10 12:1
responsibility 23:7 53:23
responsible 48:20 58:12
rest 118:18
restroom 40:24
retired 93:23
return 78:16,18 161:15,15
reveals 45:20
reverse 148:21
review 9:20,24 51:10 73:7 160:7 161:11 161:14
reviewed 10:4
reviewing 102:13
right 5:11,19,24 6:4,18 7:20 9:10 10:3,5,23 11:7,12 12:3 12:11,16 13:11 14:21,24 15:14 15:16 16:1,4 16:18,20 17:4 17:5,9,19 18:4 18:6,13 19:20 19:22 21:22 22:23 24:18 25:14 26:16 27:12,23 29:17 30:8,11 32:21 34:16,23 35:8 35:18 36:11 37:3,15,20 38:3,19 41:17 42:15 43:17 45:18,21 46:4 47:5 48:6,12 49:21 50:3,20 51:22 52:2,11 52:13,22 54:21 56:6,9 57:1,19 57:25 59:1 60:2 61:9 64:7 66:11 69:14 70:11,15 71:13 71:14,18,20 74:16 76:3 77:9,11 80:5 80:20 81:16,17 82:13,25 83:25 84:12,17,25 85:11,18 86:8 87:12 88:11,11 88:14,17 89:9 89:13,24 92:13 92:24 93:9 95:18 96:21 97:12,16 98:4 98:21 99:8 101:4,5,20 102:3,23 103:2 103:8,15 104:2 104:12,15,19 104:23 105:8 105:14,18,21 106:1,5,8,19 107:8 108:2 109:2,8,24 111:12 112:9 112:11,14,22 114:8,24 115:10 116:13 116:20 117:6 117:16,18,22 117:25 118:2 118:19 119:1 120:7,10,13,15 121:6,12,14,17 122:5,6,10 123:10,22 124:3,5 125:9 125:11,14,17 125:20,22 126:12 127:1,6 127:11,17,25 128:13,20 129:7,10,12,19 130:12,13,16 130:23,24 131:3 134:1 135:11 136:19 136:23 137:1 137:22 138:9 138:17 139:15 139:21 140:25 141:19,23 142:25 143:8 143:17,25 144:8,25 145:3 145:9,16 146:4 146:9,12,22,24 147:5,22 149:18 151:16 152:4,22 153:20,25 154:4,10,15,24 155:6,9,16,20 156:19,22 157:7,8
right-of-way 95:20
Riley 2:7 161:5
rings 48:9
road 27:14,19
Rob 5:21
Robbie 10:22,23 11:1 88:19
Robert 2:6 161:5,22
robert.whelan... 2:7
Roberta 1:18 159:6,19 160:4 160:23 161:20
role 135:5
Ronald 135:1
room 10:11
routed 28:3
Roy 2:2 152:10 161:22
roy@akimlaw... 2:2
RPR 1:18 159:19 160:23 161:20
rules 4:20 6:17 6:19
run 17:19 18:4
running 13:5

S

S-C-H 92:20
S-C-H-L-E-I-... 92:23
sake 85:17 145:7
salary 60:23 61:1
sat 99:21
saved 81:11 107:1
saw 145:1
saying 4:24 5:7 7:11 15:6 16:6 27:7 31:24 51:17 58:12,16 84:15,19 96:2 107:22 119:24 123:12 124:16 128:3,19 129:13
says 17:18 54:24 66:15 67:7 86:1 87:25 90:12 91:16 94:21 95:2,18 97:17 101:1 102:1 103:5,12 103:20 104:1 104:11 106:9 108:6,11 112:13 114:16 115:3 118:24 122:14 131:19 132:23 144:13 144:21,24 149:21 150:11 150:14,19 153:1,13,20 156:22
Scarborough 2:7 161:5
scarring 26:22
scene 46:25 47:2 47:3 51:5,12

Schleifer 92:19 93:11
school 44:13
screen 109:22 132:4,17 135:18
screens 134:22
scribble 78:11
seal 159:15
search 11:15
second 81:24 117:9 134:21 142:4 144:14 148:22 152:25 156:14
section 113:6,7 113:10,11,17 123:11 124:7,8 124:20
sections 123:2
see 4:22 29:17 29:21,23 30:1 30:3,16 31:3 31:11 37:1 50:11 62:1 64:25 65:13,14 65:14 81:23 89:10,15,23 90:10 95:6,7,9 95:15,21 97:18 102:7 105:6 106:9 109:9 110:4 111:15 113:4 115:3,13 120:18,20 121:21 122:18 123:14 133:13 134:3 136:1 142:5,17 144:18 145:6 146:20 147:16 149:12 152:8 153:6 154:23 156:22 157:2
seeing 31:7,7 49:24
seen 38:23 116:2 116:6 125:7 129:22 130:2 135:12,17,18 157:1
selected 143:24
self 64:25
send 67:14 73:4 94:5,12 98:5,6
sending 67:10
senior 147:25
sense 34:3 47:22 66:7 86:20 87:16 119:24 120:2 147:20
sent 67:13 94:20 97:25 149:24
sentence 32:21 96:7
separate 57:4,6 91:4,5 109:14 112:17
separated 42:1
serious 34:17
served 101:1,15 102:2 150:2
service 23:5,6 24:11 29:1,19 61:10 150:12 150:16
SERVICES 1:6
set 6:22 10:7 16:23 17:1 19:13 47:21 53:11,13,15 54:2,16 55:10 55:13 56:8 58:14,20 60:10 61:17 66:17,18 67:4 69:14,25 71:13 75:8,18 82:17,23 86:1 87:21 91:21 92:7 106:24 109:23 110:25 111:3 114:13 120:9,14,15,16 121:19 125:23 126:1,9,14 127:13 128:8 130:16,20,22 150:23
sets 17:10 48:18 58:24,25 66:10 91:21
setting 55:20 70:10 91:20,22 114:9 151:3
settle 55:17 129:6 153:19 153:22
settled 66:16,23 122:2
settlement 65:10 65:24 66:23 122:9 127:7 129:14
settling 55:14 65:25
seven 22:13,15 22:17 63:11 65:3 86:3 120:19 121:16 139:17 151:22
seventy 108:10 116:1
seventy- 108:10
seventy-five 73:11
seventy-four 108:11
severe 26:11,12 26:15,17,22 27:18 28:20 29:8 35:11
severity 26:24 27:9 28:2
share 6:23
sheet 3:6 115:11 158:1 161:13 161:15
short 120:22
show 56:16 110:11 111:19 112:17,21 123:6 134:11 142:14 148:11 148:17 152:24
showed 134:9 154:17
shown 9:12
shows 7:17 89:1 94:4 109:22 112:25 123:8
side 131:16
sides 127:7 129:14
sign 17:17,19 18:2,4 118:25
signing 122:5
similar 94:21 132:5,7
Sincerely 161:17
single 118:10
sir 4:9 5:5 10:13 10:16,19 12:23 13:16 20:1
sit 30:21 36:19 80:23 140:18 141:17
situation 70:7 98:15 116:25 117:2
six 83:19 86:24 94:17 106:8,12
six-month 84:7 85:8
skip 52:14
sky 67:7
slash 102:1 114:18 115:4
small 109:8
Smith 23:14 145:3 150:15
Smith's 31:8
soft 26:16
soft-tissue 26:3
software 29:18 30:22 31:2 68:1 91:4
solely 11:9
somebody 19:6 36:20 51:19 54:24 55:12 58:19 66:15 70:2 93:24 138:4 142:19 143:12
somebody's 27:7 58:11 132:8
soon 136:20
sorry 11:23 20:23 26:20 31:17 32:4 33:11 53:14 64:20 85:3 93:7 105:19 130:18 135:11 135:16 142:4,7
sort 33:5 37:20 55:18 133:14
sound 140:4
South 1:1 2:4,9 6:14,16,19 44:24 45:2 49:6,13 51:15 161:7
speak 31:21 102:24 107:12 116:8,12 118:10 119:18 124:18 126:17 127:24 128:12 146:8 148:3
special 26:25 94:8
specialist 100:23
specials 120:18 121:15
specific 16:13 19:9 21:4 40:14,17 41:8 42:18,23 43:10 65:11 91:14
specifically 34:11 46:6 65:17 99:20 114:14 125:2
specifics 60:23

61:22 69:23 127:23 128:1
specified 160:15
Spell 144:20
spelled 93:12
spent 11:20
split 98:15,15
spoke 36:15 148:23
spot 149:12
spouse 49:2
stackable 56:22
stacked 56:20
stacking 56:15
stand 117:5 119:25
standard 87:8
standing 117:17
stands 98:3
stars 67:8
start 25:1 35:9 36:18 66:19 87:11 89:25
started 5:14 13:14 37:12 85:4
starts 89:14 91:24 98:8 149:19
State 1:1 159:3 159:7,20 160:2 160:24
stated 95:4 158:23
statement 11:8 54:18 80:3,17 80:20,21,23 81:1,10 111:8 111:21 138:10 138:12,15,20 139:3,7,17,22 139:23 140:2,6 140:7,8,14,19 141:3,25 143:13,20 144:3,11,17 145:5,14,22,25 146:4,11,22 154:8,21
statements 46:15,18 51:3 110:11 155:20
states 21:13
statistics 64:19
statute 13:5
stay-at-home 44:7
stays 136:1
stenographic 160:12
stenographica... 160:6
steps 36:1 47:24
stipulations 6:14
stole 138:4
stop 17:17,19 18:2,4 46:19
stored 79:21 91:11
strategery 32:20
strategy 124:8 125:10,15,16
Street 1:17 2:3,8 161:6
structure 21:18 60:25
stuff 51:2 90:3
styled 105:17,21
sub 141:12
subject 9:25 42:24 101:20 101:21 125:9 158:23
subjective 27:2
submit 127:15
subrogation 141:13
subsequent 13:17 142:21
substance 158:24
successfully 15:12
suit 68:22 100:14 101:1 101:14,14,17 101:21 102:1 102:16,17,20 103:1,13,16 105:9,10,20,23
suit's 104:15,17
Suite 1:17 2:8 161:1,6
suits 4:22 102:21 150:13
summarize 104:14
summarizing 95:16
summary 3:12 95:11 133:13
Sumner 22:4
sun 67:8
supervision 160:10
supervisor 87:15
support 117:19
supposed 14:3,5 78:22 79:8 152:11
sure 8:2,3 11:18 12:9,18 20:19 32:11 37:25 43:14 59:4 62:10 74:20 85:18 87:17 93:14 94:2,25 95:14 101:25 109:1 112:24 122:25 131:7 134:25 135:8 136:9 137:3 140:23,24 141:4 142:8 146:15,19 151:24
surgery 26:22 27:9
surrounding 83:9
switch 100:9,9
sworn 4:4 159:12
synopsis 85:10
system 28:13 29:13 38:6 68:13 76:20,22 94:11 96:5 97:22 98:5 99:7,8 143:23
systems 37:8 65:16

T

T 2:2 161:22
T.C 150:22
tab 113:13,16 134:9 156:24
tabs 64:11 113:2 156:6
take 4:25 5:13 9:2 11:8 15:1 27:22 28:9 41:1 50:15,22 59:15 63:22 66:6,20 67:1 76:5 77:1,3 78:8,10,14,16 109:17,21 111:24 112:17 119:12 131:5 132:2,4 134:15 138:14,20 140:9 148:20 149:13 155:22 155:23 159:9
taken 1:15 4:14 6:1 28:14 63:21 110:12 110:12 139:8 140:15 145:15 160:15
talk 46:16 66:3 69:2 70:2,3,8 70:16 81:4 107:9 111:5 117:3 118:17
talked 51:2 117:4 133:13
talking 8:18 10:1 38:25 46:7 66:2 67:11 77:16 80:19,25 84:9 103:1
Tampa 1:16,17 24:2 44:20
Tanrath 131:19 156:8,15
team 22:15 23:4 23:5 29:19 39:2 63:25 89:10 90:18 100:4 108:4
team's 64:18 130:3
teams 22:18 23:6 24:12 106:23
tech 44:15
technicality 13:7
telephone 150:22
tell 45:9 47:19 57:20 61:22 64:21 81:5 84:6 97:3 110:6 119:23 136:13 137:5 138:15 146:24
telling 105:20
ten 151:22
term 54:8
terminology 85:17
terms 65:10 108:25 130:3 140:5
test 121:9,9
testified 143:22
testify 159:12
testimony 5:15 5:16
Texas 23:23
thank 32:2,12

150:1 155:4 156:3 157:9
theory 14:5,6
Therese 1:4 104:9 105:18 105:21 122:17 133:22 158:2 161:9
thing 5:6 39:12 46:9 47:10 49:23 64:21 79:15 81:20 90:6,10 107:22 108:7 133:14 156:19,23
things 7:9 19:17 35:2 38:11 39:6 40:1,9 43:15 47:9 64:2,6 109:14 110:17,19 111:9 112:5 113:22 125:3 132:16 133:4 137:2
think 7:7 15:14 22:12,12,17 24:19 30:12,14 34:2 36:8 39:11,12 43:16 55:1 63:10 74:2 77:4,23 90:7,10 91:5 91:14 92:17,19 93:11 96:24 97:15 106:19 106:22 107:19 109:24 114:23 115:22 116:20 117:12 118:7 122:3 123:16 127:13 129:8 140:11,21,22 144:14 145:7 146:12,13 148:17 151:12 157:8
thinking 54:13 109:25
thinks 7:12 115:23
thirteen 98:9
thirty 72:20 73:14 115:22 115:25
thirty-five 72:20
thought 28:17 106:18 116:15 145:1
thousand 68:11 68:15 72:7,25 73:4,11,14 74:4,6,11 75:9 75:23 76:14 114:21,22 115:8,12,22,23 115:25 116:1 120:10,19 121:17,20,24 122:16 125:22 126:2,4 127:13 127:16 136:2 152:13,14,15
thread 150:9
three 21:15 71:3 71:4 72:17 76:25 86:23 131:21 152:12
three-quarters 20:14
threshold 26:14
throw 78:11
Thursday 1:15
tickler 87:25
time 4:17,25 15:13 16:17 19:3,20 24:20 27:18 35:22 36:3,20 50:14 54:12,14,24 55:6,9 63:3 66:21,21 67:15 78:8,8 81:4 82:25 83:6,7 92:1,2 93:10 94:12,24 97:2 97:14 101:19 108:6 111:4 115:11 116:2 120:8 121:16 140:14 151:3 153:20 155:5 160:15
times 43:14 72:17 114:6 151:1
tissue 26:17
title 22:6,21 23:19 106:22 135:9
toast 77:19
today 5:8 6:7 8:17,23 116:16 122:15 140:18 141:18 157:4
told 28:4,10 69:1 134:10
tomorrow 47:16 88:17
top 73:14 109:12 138:16 144:21
topic 42:23
topics 40:1,24 67:2
total 42:12 43:6 43:12 73:17 110:15 120:18 121:14 130:4
totally 34:14,15
touch 87:23 88:13,17
touched 87:25
tracking 65:9
trained 15:20 42:23
training 13:11 13:12,18,21,21 13:22 34:4,8 34:12 35:4,5 37:7 126:20,22 126:25
trainings 42:22
transcribe 140:7 140:8
transcribed 139:23 140:15 140:20 144:3 157:13
transcript 33:18 138:10 158:1 160:8 161:10 161:12,13,14 161:15
transcription 140:5 141:9,22 145:13 160:10
transfer 29:12 97:8 142:24
transferred 27:16 53:6 92:10 96:20,24 142:21 143:3,9 152:3 154:13
transmitted 76:21
transpired 127:23
traveling 95:4
treat 55:2 68:12
treated 121:8
tree 110:21
trick 4:23 7:21 30:17 33:17
true 16:23 17:1 17:2 60:10 61:4 72:8 112:4 128:4 158:23 160:11
trust 31:21
truth 11:15 14:4 14:16 17:11 159:13,13,14
try 11:24 13:24 17:14 59:7,12 65:6 93:5 119:11
trying 4:23 7:20 19:11 30:17 32:3,13,19,20 33:16 50:21,23 71:4,8 76:2 84:1 109:23 123:10 125:4 127:2,5 136:7
Tuesday 9:6,7 10:9
turned 99:23
Turner 1:18 159:6,19 160:4 160:23 161:1 161:20
TV 4:22
twelve 98:8,9
twenty 11:6,20 19:2,23 20:10 95:3 104:5,22 153:2,4,10
twenty-five 68:11,14 114:17,18,21 114:22
twice 72:17
twist 14:14
two 9:18 11:5 16:2 17:10 18:7 19:12 21:24 24:6 25:12,20 33:10 33:18 56:20 58:24,24 77:19 86:23 100:22 115:11 120:9 120:18,19,19 121:16,17,17 121:19,24 122:15 125:21 126:1,4 127:13 127:16 135:10 150:13
type 26:3,23 28:1 33:17 37:19 39:14,15 40:6 68:22 87:20 109:8 153:13

types 40:1
typical 20:13 45:24 131:2 140:4 142:3 148:2
typically 49:23 52:3,8,23 53:3 53:21 69:19,20 69:25 79:7 80:24 114:25 126:7,10 130:21 132:25 150:4
typo 106:14

U

U.I.M 10:2,4 21:8,9,10 56:15,19,25 57:8,14,15 58:2 59:2,8,13 59:22 60:4 68:16,17,21 69:7,13 84:10 86:1 98:12,13 101:14 104:12 105:3,9 114:17 115:4,16,22,24 117:23 122:16 139:5 140:16 142:9 143:1,24 144:7,12 145:24 146:3 152:3 155:14 155:24
U.M 21:2,6,10
uh-huh 11:21 20:5 22:9 46:3 51:16 56:23 64:10 67:6 69:12 70:6 83:16 85:6 89:18 100:16 101:19 102:8 103:7 105:25 111:17 113:18 115:6 122:13 133:21 137:9
uhm 145:7
ultimate 125:10
uncompleted 154:23
underinsured 8:7 45:8 58:18
underlying 9:24 83:20 85:15 101:21
understand 5:2 5:22 6:7,10 7:22,25 8:8 11:11 30:19 37:10 42:8 54:8 74:23 90:5,15 119:17 129:12 151:25
understanding 7:2 8:10 32:23 33:4 58:8 59:20 60:2 62:17 66:8
understood 5:4
underwriting 14:16
undisputed 115:16,25 118:8 119:11 122:4
unit 28:9 42:14 91:17,18 92:1 92:12 93:24 98:20
UNITED 1:6
units 41:25 93:18
update 136:22 136:25
updated 110:14
USAA 1:7 8:12 10:21 11:4,8 11:20 13:11,14 14:3,23 15:20 16:1,19 20:3 21:17 26:12,17 28:8 33:4 36:21 39:8 43:20 44:13 47:16 54:3 59:21,25 60:2 60:15 66:2 68:3 77:14 79:18 80:9 81:22 84:4 87:7 88:4 90:17,19 97:12 115:4,15 116:2 116:9 118:5,7 118:19 119:23 120:25 125:25 126:21,22 127:11,15 134:14 135:13 151:20 153:3 158:2 161:9
USAA's 14:13 14:18,25 15:8 15:15 16:4,9 60:18 77:21 78:21 114:18 117:4,22 128:4 128:6 134:19
USAA.com 94:7
use 40:24 52:8 52:12 63:17 68:1 90:3 91:8 109:25 113:25 124:22 130:16
useful 138:24
uses 68:8
usually 20:14 39:17,18,25 40:11 53:6 65:3 113:24

V

v 105:17,21 158:2 161:9
valuation 54:16 55:8 130:13,15 130:19,23
value 35:1 67:24 68:2,9 130:4 130:21 155:11
valued 54:13 68:10
values 35:12
vary 40:3
vehicle 25:10,19 25:20 46:12,16 46:18 57:24 58:2 85:21,23 95:5,8 133:2
vehicles 25:12 46:11 110:15
verbal 39:18 69:5 77:17
verse 105:9 120:23
version 14:15
versus 18:12
Vestal 135:1
veteran 43:18
video 10:15 11:2
view 94:4 110:22
violating 60:18
voice 78:10,14
volume 64:22
vs 1:5

W

W 2:6 161:5,22
W-I-T-H-E-R... 23:18
W-R-C-O-M 94:18
Wait 117:11 134:21
waited 154:22
waiting 105:1
walk 46:5
wall 33:21 117:13
walls 33:23
want 6:3,15 16:13 32:9,11 32:16,22 60:22 62:25 64:19,19 75:8 80:16 106:11 109:9 111:5,5,6,7,8 117:20
wanted 62:1 94:25 142:5 154:7,22
warning 77:18 77:18
warnings 77:19
wasn't 24:21 69:3 96:19,23 142:23
wasting 94:24
water 69:2
way 7:12 17:5,6 29:14 31:6,25 37:8 39:3 43:6 50:9 58:7,9 92:4,7 93:12 97:8 109:16,19 121:9 129:8 137:13 141:15 147:2 148:22 149:3
ways 18:20 28:18
we'll 4:25 6:23 43:7,10 49:13 49:14,15 131:17 134:4
we're 5:4,7 6:7 6:22 15:9,10 15:14 16:10,16 24:9 30:14 43:7 49:13 52:15,17 59:5 66:19 69:6 72:2 92:22 93:14 96:6 103:1,16 105:1 107:8 114:5 131:14 152:2
we've 43:12,15 54:14 110:14 127:14
Wednesday 9:7 10:9 76:25

week 6:21 9:8 10:9 40:9,11 40:12 64:24 65:3,5 150:23
weekend 51:18
weirdest 64:17
went 25:25 26:2 26:9 44:12 54:25 93:23 127:20 128:4 133:12 136:21 142:20 147:4 153:1
Whelan 2:6 3:4 5:15,22 6:2,16 7:4 8:13,18 9:15 10:1,8,18 11:10,17 12:17 15:4,18 16:25 17:13 18:24 19:15 26:8,19 31:14,17,22 32:2,8 33:7 37:24 39:10 40:23 45:25 47:23 53:12 54:4,10,17,19 59:3,24 60:6 60:13,20 63:7 64:12,16 68:25 69:8 71:2,12 72:10 74:1 75:2 76:3,5 80:19,25 81:23 82:2 84:9,14 84:19 88:9 92:25 93:3,5 101:6,24 102:15 103:3 103:11,19,21 105:4 107:2,21 108:1 112:7 114:3 116:4,22 118:20 119:2 119:14 120:3 121:2 122:1,7 124:21 125:5 125:18,23 126:16 127:18 130:17 134:6 134:10 138:1 139:1 142:4 143:5,10 148:12,17 149:2,7,13 151:7 152:8,10 152:15,18,21 154:1 155:2,6 155:8 157:8,16 157:17 161:5 161:22
Willey 2:2 3:3 4:6 5:20,24 6:4 6:6,18 7:1 8:20 10:3 32:3,13 32:17 40:25 41:5,13 75:5 76:4,7,10,18 80:22 81:2,25 82:3 84:11,17 84:21,23 93:2 93:8 109:3 125:25 131:7 131:10 134:8 137:5,22 138:3 138:5 142:10 148:10,15,19 149:5,9,10,15 149:17 152:9 152:14,16,19 152:22,23 155:4 156:5 157:10,13,14 161:22
William 149:23 150:13
wish 161:12
Witherow 23:18
witness 1:13 3:2 3:9 4:1,3 49:5 95:4,6 111:5 111:22 131:19 159:15 160:25
witnesses 46:17 48:21 49:10 51:3 111:23 133:2 156:11
Wolfe 100:21
word 47:1 63:16 109:24 144:20
words 17:14 31:11 65:25 73:13 76:24 114:4 118:5 139:13
work 43:20 44:12 45:14 64:13,20 77:6 77:12 81:8 89:12 107:16 107:23 150:4 151:1
worked 24:11 52:25 108:3
working 13:14 88:5 113:25
works 148:1
world 114:19
worse 28:16
worth 73:3
wouldn't 15:5 55:4,4 58:4 59:11 119:4 121:11 124:6 139:16 140:11 142:15 143:6 146:5 148:5
wreck 15:2 16:3 16:19,22 17:4 17:12,16,18 51:15 57:8,12 60:11 84:8 85:9,15 121:7
write 71:22 92:21 158:1 161:13
written 5:8 57:6 61:17,25 77:18 77:19
wrong 17:19 18:21,22 28:13 30:20

X

X 3:1 55:23 62:11 118:24
X443XX 131:20
XX44366 156:23

Y

yeah 13:3 15:19 32:8 40:12 42:13,16 44:3 45:11 75:5 76:5 81:25 84:19 85:4 132:15,18 134:25 136:16 142:5 148:20 149:9 150:5,7
year 39:5 135:10
years 11:5,6,20 13:18 19:2 21:24 22:25 24:17 61:10 62:12 63:11 135:9 151:22 151:22
yell 76:21
Yesterday 9:6
yield 95:19
young 44:14

Z

0

0001-0023 3:11
001 81:22
002 91:15
0023 81:22
0024 109:3 113:1,12
0024-0027 3:12
0025 122:12
0027 109:4 131:13
0028 134:14
0028-0044 3:13
0044 134:14
0045 135:13
0046 137:23 138:2
0077 138:8
0384 137:23
09-28-19 159:21

1

1 3:11 81:14,21 84:18 137:15 137:19 139:14 151:9
1:00 1:14
10 100:12 150:3
100 1:16
109 3:12
11 139:25
13 140:2
134 3:13
135 3:14
137 3:15
151 2:8 161:6
155 3:4
157 160:11
158 3:6
159 3:7
16 108:9
160 3:8
161 3:9

2

2 3:12 109:5,6 131:11 151:9 156:4
2:10 41:4
2:17 41:4
20 85:5 144:6
2012 62:23
2014 139:25 140:3
2015 83:15 85:5 92:1 144:4,7 145:14,15 152:1
2016 150:3
2018-CP-10-0...

1:3 158:3
161:9
2019 1:15
159:16 160:21
161:3,15
20th 155:15
21 1:15 152:1
2282 149:20
2284 149:18
235676 159:21
2378 152:1,25
29 144:3 145:15
29401 2:9 161:7
29403 2:4

3

3 3:13 134:11,12
151:9 156:2,4
156:15 157:3
161:3,14
3:10 76:9
3:14 76:9
32 2:3
32704 161:2
3500 1:17 2:8
161:6
355 161:1
3rd 159:16
160:21

4

4 3:3,14 135:13
135:14 160:11
4:37 131:9
4:44 131:9
407 161:2
41 92:2
46902 136:18
49086 88:21
497-6070 161:2

5

5 3:15 137:23,24
5-21 136:3
5:30 1:14 157:19
581 161:1

6

6-22 136:3,3,3
6th 2:8 161:6

7

7-3-15 105:10
7972-41 92:8
7980 92:1
7984-13 92:12

8

81 3:11
86 139:21
88 143:19

9

93 145:6
94 144:2,21
96 146:10
99999 97:17
108:12

IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON IN THE
COURT OF COMMON PLEAS FOR THE
NINTH JUDICIAL CIRCUIT

CASE NO: 2018-CP-10-0666

THERESE HOOD,

Plaintiff,

vs.

UNITED SERVICES AUTOMOBILE
ASSOCIATION (USAA),

Defendant.

_____/

DEPOSITION OF:

DIANE MARTIN

Examination of a Witness, beginning at 1:30 P.M. and concluding at 2:45 P.M. on Friday, March 22, 2019, taken by the Plaintiff at Nelson, Mullins; 100 N. Tampa Street, Suite 3500; Tampa, Florida, before Roberta Turner, RPR, FPR, CLR, CCR (GA), Certified Court Reporter.

APPEARANCES:

ROY T. WILLEY, IV, ESQ.
roy@akimlawfirm.com
Anastopoulo Law Firm, LLC
32 Ann Street
Charleston, South Carolina 29403

On behalf of the Plaintiff;

ROBERT W. WHELAN, ESQ.
robert.whelan@nelsonmullins.com
Nelson, Mullins, Riley & Scarborough, LLP
Liberty Center, 6th Floor
151 Meeting Street, Suite 3500
Charleston, South Carolina 29401

On behalf of the Defendant.

I N D E X

WITNESS
DIANE MARTIN

Direct Examination by Mr. Willey, IV	4
Cross-Examination by Mr. Whelan	41
Redirect Examination by Mr. Willey, IV	44
ERRATA SHEET	46
CERTIFICATE OF OATH	47
CERTIFICATE OF REPORTER	48
WITNESS NOTIFICATION	49

PLAINTIFF'S EXHIBITS MARKED

NO. 1	Hood Claims Documents Bates 0001-0023	4
NO. 2	Hood Claims Loss Summary Bates 0024-0027	4
NO. 3	Hood Documentation Bates 0028-0044	4
NO. 4	Exposure History	4
NO. 5	File Correspondence/Documentation/ Photographs	4

(Whereupon, Plaintiff's Exhibits 1 through 5 were marked for identification.)

THE WITNESS: I do.

DIANE MARTIN

called as a witness having been first duly sworn, was examined and deposed as follows:

DIRECT EXAMINATION

BY MR. WILLEY, IV:

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

A No.

Q Okay. I'm going to just go over a few background rules, okay, just so we're on the same page.

If you need a break at anytime for any reason at all, just let us know, okay.

A Okay.

Q This is not a marathon. I am not trying to wear you down like you see on TV. I'm not going to shout at you or pound the table or any of those things, okay. I'm just going to ask you questions and get your testimony, okay. Yes?

A Yes.

Q That's the other thing. So, Ms. Roberta is taking down everything we're saying into a

written record. So in normal conversation we would nod our heads shrug our shoulders, et cetera. But here while we can do that, and that's fine, we just need to make sure we give a audible response so she can take it down, okay?

A Okay.

Q All right. If at any time you don't understand a question that I'm asking, which happens. Sometimes I ask bad questions, okay, just let me know, okay?

A Okay.

Q All right. If you do answer a question, we're going to assume that you understood the question, all right?

A Okay.

Q All right. Now that the deposition has started, you're not allowed to talk with Mr. Whelan about your testimony. So if you have any questions about that, I would just ask that you direct them to me, okay?

A Okay.

Q All right.

MR. WHELAN: You said you wouldn't pound the table.

MR. WILLEY, IV: Oh, sorry.

I don't think I'm --

I forget anything, Robbie?

MR. WHELAN: I do not know.

MR. WILLEY, IV: Okay. All right.

BY MR. WILLEY, IV:

Q I think I covered everything.

Do you have any questions for me?

A No.

MR. WHELAN: Object to the form.

Q All right. How long have you been at USAA?

A Twenty-one years, one month.

Q Okay. All right. So you were in middle school before that?

A I was.

Q Okay. And did you go to high school here?

A In Tampa, yes.

Q Okay. And did you go to work for USAA immediately after that?

A No.

Q No. Okay. What did you do in that in between time?

A I spent four years in the Air Force.

Q Okay.

A And then I married someone that was also

military, and spent another six years with him. And then when we got out, we moved back to Tampa, and I worked at Busch Gardens.

Q Okay.

A I worked at Lindell Honda. And then I work at USAA.

Q Okay. What is your current position at USAA?

A Claims examiner.

Q How long have you been a claims examiner?

A Five years.

Q Were you an adjuster before that? And what was your position before that?

A Bodily injury adjuster.

Q And how long were you in that position?

A Twelve years.

Q Okay. Who is your direct report? Who do you report to?

A Lisa Mitchell.

Q And Ms. Mitchell is -- What is her title?

A Claims manager.

Q Okay. How long has she been your claims manager?

A Maybe three years.

Q Okay. And who was it before her?

A Alisa Sumner.

Q What is your authority level? What authority do you have on claims?

A Thirty-five thousand for bodily injury and uninsured motorist bodily injury.

Q All right. And have you had that authority for the entire time you've been a claims examiner?

A I don't recall.

Q Okay. Do you know what Lisa's authority is?

A Seventy-five thousand.

Q As I understand it, Lisa reports to Crystal McDaniel?

A Correct.

Q All right. How long have you been on Lisa's, as part of that Member Service Team that you're on now?

A About three years.

Q About three years, okay.

So you've been with Lisa the entire time she's been in that position?

A Lisa's been a claims manager for a long time. So I've been under her for three years. I don't know how long she's been a claims manager.

Q Okay. During the pendency -- You understand the claim that we're here about to discuss?

A I understand the basis of what we're here about.

Q Okay. The -- Strike that.

How long have you and Missy Howard been on the same team?

A Three and a half years --

Q Okay.

A -- maybe.

Q All right.

A Give or take.

Q All right. So in 2015, '16, would you all have been on the same team?

A I know we were on different teams at one point.

Q Okay.

A And then we became on the same team. I don't know what date.

Q Got it. Okay.

Do you know who makes the decision about who is assigned to what team?

A No, I do not.

Q Okay. You met with Mr. Whelan prior to

the deposition today?

A Yes.

Q How many times?

A Two.

Q Okay. When?

A Tuesday for a couple hours; yesterday for a couple of hours.

Q Okay. Was anybody else present when you all met?

A No. David Lichter came in for a short amount of time.

Q Okay. Who is David Lichter?

A P. and C. counsel --

Q Okay.

A -- maybe. To be honest with you, I don't know what his title is.

Q He's an in-house lawyer?

A Yes.

Q Did he come in yesterday or the day before?

A He came in on Tuesday.

Q Okay. About how long was he there?

A Two minutes.

Q Okay. So it was just a brief in and out?

A Correct.

Q Okay. When Mr. Whelan prepped you for the deposition, primarily, it was just you and him?

A Correct.

Q Did you review any documents during that preparation?

A A couple.

Q Okay. What did you review?

A I think my docs that I had docked in that file.

Q Okay.

A And the recorded transcription.

Q Okay. What docs do you recall recording in the file?

A I remember when I first got the file I documented that I was just transferred this file, what the basis of the accident was.

Q Okay.

A The coverages were. I can't remember, to be honest with you.

Q Plaintiff's Exhibit 1. Is this what you're referring to when you say you reviewed your docs in the file?

A Uh-huh, yes.

Q Document like that?

A Yes.

Q So that, the recorded statement, I'm assuming you're talking about the one you took in this case, the recorded statement?

A Correct.

Q Okay. Did you review any other documents during your meeting with Mr. Whelan?

A Not that I can recall.

Q Okay. What do you understand the basis, as you described them of why we're here to be?

A A bad-faith case against USAA.

Q All right. Do you understand what the basis of that case is?

A No.

Q Do you know what USAA did wrong that brought about the claim?

A No.

Q Okay. Do you have --

How many claims do you have pending?

A A hundred and six.

Q Okay. Is that typical?

A No. It's a little low.

Q Okay. What is the typical amount?

A I don't know, but if I had to guess, maybe one twenty.

Q Okay. Do you know why your current

pending is lower than normal?

A Because I'm really organized.

Q Is it a sign of accomplishment to bring your pending claim load down?

MR. WHELAN: Object to the form.

You can answer.

Q And let me tell you about that, and I will reask my question.

A Okay.

Q Because that's something I forgot. Remember when I asked did I forget anything?

So during the course of the deposition, sometimes he may object. When he's asking questions, I may object. All that means is he thinks, or I think the other person asked a bad question.

And under our rules, an example of a bad question would be a compound question. So if I ask you is the sky blue and the grass green, you can answer that, right?

A Right.

Q But it's a compound question. And, so an objection to the form is what we would make there to say that's a compound question. And then you would be able to go on and answer the question.

He's just preserving that objection for the record is, basically, it, okay?

A Okay.

Q All right. So is it a sign of, is it a sign --

MR. WILLEY, IV: What did I ask last?

MR. WHELAN: You said a sign of accomplishment.

MR. WILLEY, IV: Okay. I got it.

BY MR. WILLEY, IV:

Q I mean, is a sign of accomplishment to have -- to bring your pending claims to a lower number?

A No.

Q Okay. Because you just get more claims, right?

A Correct.

Q Okay. And you have no control over how many claims you get assigned, right?

A That's correct.

Q Okay. Do you keep track, or know what your average claim resolution window is?

A I do not keep track of that.

Q Okay. Do you know what it is?

A No.

Q Okay. If you will look through Plaintiff's Exhibit 1, okay. What I'm going to ask you is what that document tells you about your involvement in the claim.

So, in other words, when were you first involved in this claim?

A May 21, 2015.

Q And that's documentation number thirteen?

A Correct.

Q What does that entry tell you that you did on this claim?

A It's my recap of what I know about the file at the time.

Q Okay. And this file was opened by Missy, correct?

A It was set up by Missy.

Q And Missy was handling the B.I. portion of the claim arising out of this same wreck, right?

A Correct.

Q One of the things that's listed here is it says open reserves.

Do you see that? Still part of thirteen?

A Oh.

Q Sorry.

A Oh, I'm sorry.

Q That's okay. About halfway down.

A Yes.

Q Okay. I'm going to show you Plaintiff's Exhibit 4.

Do you know what that document is?

A It's our reserves from where it started to where every time it changes.

Q Okay. And is the first date on there associated with your employee number?

A Yes.

Q Okay. And, so you would have set the initial reserve for this claim, correct?

A Correct.

Q All right. And that would have occurred on what date?

A May 21st, 2015.

Q How would you have determined what to set that, or, how did you determine what to set that initial reserve at in this case?

A Based on the injuries that I knew at the time.

Q There's also mention in documentation number thirteen that L/R5 is handling the countersuit.

Do you see that?

A Correct.

Q Okay. It says e-mail sent to Defense Attorney Nickels to answer suit, right?

A Correct.

Q What is the significance of that information to you when you're opening the case?

A At this time I really don't recall. I can tell you that when I got the claim, a suit had already been filed on it, on the bodily injury claim, maybe. I don't remember.

Q Okay. Is the e-mail that you sent part of the claims file?

A I don't think that I sent the e-mail. I think that this might have been from lost report five. And I was just noting that Chris Nickels was handling this suit that was filed on the claim.

Q Okay.

A I'm not positive.

Q Right.

A I'm just -- I don't really recall.

Q And I'm not trying to trick you. I'm going to show you Hood Plaintiff production 2378.

A Okay.

Q Is that the e-mail that that note references?

A It appears it is.

Q Okay. That e-mail is not part of the claims file, correct?

A I don't know.

Q Okay. It's not noted on the claims file that we're looking at that there's any attachments related to that e-mail; is that fair?

A That's fair.

Q Okay. What do you use, primarily, for e-mails at work? How do you send, like, Outlook or g-mail, et cetera?

A Well, at the time we used Outlook.

Q Okay.

A Now we actually have e-mails set up in our files so we can actually send e-mails through our files.

Q Okay. So good advancement, right? Does it make it easier?

A Maybe.

Q Okay. The reserve that you set on May 21st, would that have also taken into account liability aspects to the case?

A Not necessarily.

Q Okay. When you're opening a case and setting an initial reserve, do you consider both

damages and liability if there's information available to you?

A If both -- that the information is available, I would take note of both of them.

Q All right. So in this instance if there was information that Missy had put in, which she did on documentation number four about liability, you would have taken that information into account and set the initial reserve?

MR. WHELAN: Object to form.

A Not necessarily.

Q Okay. In what circumstance would you not take into account liability information set in the reserve?

A This isn't our decision. And it's usually in regard to property damage.

Q Right.

A When it comes to injuries, we do our own investigations and determine what we would do with the injuries at that point.

Q Right. And I understand that, you all talk about the arb decision. I'm not just referencing the arb decision, I'm talking about all of the facts related to liability in documentation number four, which starts actually on the -- other

than the first page, based on Ms. Howard's investigation.

You see those facts?

A So what was the question again, I'm sorry?

Q So the question was, would you have used the facts that Missy gathered in her investigation as to liability in determining the initial reserve?

A Generally in this stage, no.

Q Okay. So you would not rely on facts that another examiner gathered related to the investigation in order to set a reserve; is that your testimony?

A I think when I documented this file, I didn't necessarily know what facts she had. This is just documentation. This isn't fact. This isn't -- This is her idea of what happened in the accident, but she's not saying this is what the police report said; this is what the recorded statement says. So that -- those are things that I would also have to go through.

Q Okay. But you knew at that time that Missy was handling the claim based on an 80/20 comparative split, right?

A I can't for sure say that I knew that.

Q All right. I'm going to show you Hood

Plaintiff production 2378 again, which IS e-mail that you sent to Mr. Nickels.

Can you just read the underlying portion.

A Okay.

Q What does it say?

A This claim went to arb, and the decision was eighty on Claimant Johnson and twenty on USAA Hood. Maybe it says four, because it's cutoff, for no headlights. Missy is handling the B.I. at twenty percent liability based on the outcome.

Q Okay. So as of May 21st, does that help you remember that you knew Missy was handling the B.I. file on that basis?

A Yes.

Q Okay. And knowing the B.I. file was being handled on that basis, is that something that you would take into account in setting a reserve, correct?

A No.

Q Okay. So you, in setting the reserve, totally discount what another USAA examiner has done on a file prior to you getting it?

A It's not prior to me getting it. This is a new file.

Q Right. So you discount then what another

claim examiner has done regarding an investigation on the same wreck when you get a file?

A I don't discount it. I take it into consideration, but I do my own --

Q Right.

A -- review.

Q And I understand you do your own review. And that's all I was looking for is just acknowledgment that you do take that into account, as would be standard practice, right?

A Yes.

Q Okay. How long did you have this file?

A Guessing about three weeks.

Q Okay. Looking -- using the claims' notes there, can you kind of walk us through exactly what you did on this file during the time you had it?

A I documented my file with a recap. I sent a letter to the attorneys stating that I'm the adjuster assigned to this claim for further handling.

I removed a lot of tasks that come up automatically on our system. I documented what is being claimed against our insured. Looks like I completed a lot more tasks in regard to things that don't regard my file. I made the liability

assessment based on what I had, what I knew at the time. I closed out a lot more tasks. I responded to a communication from Mr. Hood.

I received the suit on June 8, Hood versus Johnson for the countersuit against -- Looks like I received the suit that I don't really recall what the suit was.

Q Okay.

A Our litigation department noted it. Looks like by that time I was out of the claim.

Q Keep flipping for me, if you will, two more pages until you get to documentation eighty-three. You appear again eighty-three, eighty-four.

A I was closing out tasks. Again, this is all about the vehicles involved.

Q Okay.

A Setting appraisals. And that wasn't handled under my policy, so I was just closing out those tasks.

Q Those tasks, when you say you were closing out those tasks, are those tasks on the claims plan? Where did they show up?

A On the claims plan.

Q Okay. Is it typical for you to have access to a file's claims plan after it's

transferred?

A I can still have access to it, yes.

Q Okay. Do all of your tasks across all of your files show up in one place? Or, do you actually have to go into each claim and look at the individual claims plans?

A Each claim has its own individual claims plan.

Q Is there anyplace where you can look at all of your outstanding tasks across your pending cases?

A You mean like on one screen?

Q Yes.

A No.

Q So my question is, as I understand it on June 8, 2015, you received a suit, right?

A It appears, yes.

Q Okay. Based on what?

A Based on this.

Q At that time, you transferred the file to litigation, correct?

A I don't transfer the files.

Q Okay.

A Litigation transfers the files. So I gave them a task.

Q All right. So you assigned a task to litigation and they picked up the file?

A Correct.

Q Okay. And what I'm trying to figure out is how in October of 2016, which is, you know, a year and some months later, you would have ever even seen these tasks related to eighty-three, eighty-four and eighty-five, to go in and close them out.

A I have no idea.

Q Okay. This file would not have been showing under your pendings at that time, right?

A No.

Q Okay. So at that time you would have had to actually go and seek out that file in order to close out those tasks?

A I would -- I don't know how I got back to that file. It could be I had something come up on my diary. I don't know.

Q Okay. Is that typical, to go back into claims that have been transferred for that period of time and mark tasks complete or mess with the claims plan at all?

A No.

Q Okay. Is it possible that somebody asked

you to do some work on this file in October of 2016?

A I can't imagine that.

Q Okay. Is there anything that would let us know definitively how these tasks came up? I mean, you mentioned your diary. Is that on the software? Where is that diary?

A It's on the computer.

Q Okay, okay. No. And here is why I ask, because people do things different ways, right? You agree?

A Agreed.

Q Okay. Some people would, you know, go into Outlook's calendar, for example, and set a diary for themselves. Or, a diary may automatically appear in this particular claims management program. I don't know one way or the other, and I'm not trying to trick you. I'm just asking so I can know how your diary system works.

A I am not technically savvy at all.

Q Okay.

A So I have a diary that I have to work every day. And whatever tasks are on that diary, I work through.

Q Got it.

A Now how those tasks get there, I don't know.

Q Okay.

A I set my diary, but system diaries come up onto that diary, and I don't know how they get there. But it's through the system.

Q And that diary, does it pull incomplete items from various claims that you are working?

A It can.

Q Okay. And it -- This is what I was asking when I asked if there's one screen you can look at for all your undone tasks. It's a diary one place you can look for many of your undone tasks?

A No.

Q Okay.

A Because they're system-generated. So if I looked to my diary tomorrow, those system-generated tasks are not going to be there. I'm assuming they come in overnight.

Q Okay.

A And the next day it will be there. So I can't look ahead on the diary and see incomplete tasks that I need to do.

Q Got it, got it. So when you come in in the morning in order to plan your day, do you start

with your diary?

A No.

Q Okay. Tell me how your day, how Ms. Martin's day goes once you get to the office.

A I sit down. I look at any e-mails I might have gotten overnight. I check my voicemail.

Q Okay.

A And then I look at my diary.

Q Okay. And, so your diary is more or less your to-do list; is that fair?

A Yes.

Q Okay. And what I'm getting at is that with a hundred and six pending claims, you don't just pick one and go into its claims plan and see what you need to look at, right?

A Correct.

Q Okay. Do you ever get diary items for claims that are not assigned to you?

A Sometimes I do.

Q Okay. Do you know how those are generated?

A Well, if I'm working someone else's claim because they're out for the day and if I issue a check, I will get the approval back, things like that. So they're not my claims, but because I did

the task, I will get that task back.

Q Got it. These three things here, these three items, are these related to tasks that you did when you were assigned the claim prior to June of 2015? I'm talking about eighty-three, eighty-four, eighty-five.

A These are automatic tasks. So whenever you list vehicles on your tree view, these tasks are going to come up saying, set the appraisal, set the appraisal, set the appraisal.

Q Right.

A And, so these tasks are just saying I don't need to set the appraisal on these items.

Q Okay.

A Now, is it my responsibility to do this before I transfer the claim; yes. Could it have come back to me to say finish all of these tasks that you did; yes.

Q Got you. So if you left something undone and it was previously assigned to you, that may show up on your diary as a reminder this needs to be done?

A Correct.

Q Got it. What time do you generally get to work?

A Seven-fifteen.

Q Okay. So you were early this day, six-forty-nine it says.

A This is central time.

Q Oh, this is central time, okay. So that's about right. All right.

Will you look at documentation number eighty-six. It talks about the liability assessment has been entered on 10-20-16 at six-forty-nine a.m.

What is that saying? What does that indicate?

A That the liability assessment was updated.

Q Okay. And who would have updated it?

A It looks like I updated it.

Q Is documentation eighty-seven the update that you would have made on that day?

A Yes.

Q Okay. Which documentation number reflects the original liability assessment that you made in this case?

A Twenty-four.

Q Okay. And that's dated May 21, 2015?

A Yes.

Q All right. And what is a liability

assessment? I know it seems like common sense, but.

A It's which vehicle you assess the liability on and how you assess it.

Q Okay. And that would be based on your review of the available information, correct?

A Correct.

Q When you got the claim, how did you assess the liability?

A I don't remember.

Q Okay. Based on documentation number twenty-four, which is your liability assessment, how did you assess the liability?

A I don't remember.

Q All right. Are you able to see documentation number twenty-four?

A I can.

Q All right. What is your liability assessment in this case?

A Eighty percent on the claimant, zero percent on the 2000 Chevy and twenty percent on the 2011 Chevy Equinox.

Q Okay. And the 2011 Chevy Equinox is the insured's vehicle; is that right?

A Yes.

Q All right. So in this case, that would be Ms. Hood's vehicle?

A I would say yes.

Q Okay. And you would have made that liability assessment only based upon the information that was available to you, correct?

A I would think.

Q All right. And is there any indication in this claims file that anything other than what is notated on documentation number one through twenty-two was available to you at that time?

A I'm so sorry. What was the beginning of that question?

Q Other than what's documented on documentation number one through documentation number twenty-three, did you have anything else available to you at that time to make your assessment?

A I don't know. I don't remember what I had available at that time.

Q Okay. If you had something available to you, would it generally be reflected in the, this document, claims doc?

A No.

Q Okay. Tell me about that. Where else

might it be?

A If we have a police report, it's filed where we keep police reports. If they're recorded statements, they're filed.

Q All right.

A If we have talked to a witness, it's filed separately. So I don't necessarily doc my -- all of that information, because the file speaks for itself.

Q So looking at Plaintiff's Exhibit 2 on the left-hand side. We call this the tree --

A Tree view.

Q Tree view.

The information that appeared in the tree view as of May 21, 2015, would that have reflected all the information available to you at that time?

And I want to be clear. I'm not representing to you that that's the tree view.

But other than what would have appeared in the tree view for you to click and go look at documents and what was in claims docs, would there have been any other information anywhere else that you might have relied upon?

A No.

Q Okay. After the file was transferred to

litigation, did you have any other involvement in conversations or meetings about this particular file?

A Not that I can recall.

Q When you updated the liability assessment on October 20, 2016, this was not your file, correct?

A Honestly, I don't know.

Q By October 20, 2016, this file had already transferred to litigation, correct?

A Correct.

Q And you do not handle any files that are in litigation, right?

A That is correct.

Q All right. So as of October 20 of 2016, this would not have been a file that was assigned to you, right?

A Correct.

Q Are you surprised to see that on October 20, 2016 you changed the liability assessment on the file?

A Yeah.

Q Okay. What is surprising about that to you?

A Because it wasn't my file anymore.

Q Okay. Is it against company policy to change liability assessments on files that are not assigned to you?

A Not that I'm aware of.

Q Okay. If there was a policy on that, would it be in the K.D.?

A I don't know.

Q Okay. Has the K.D. ever -- Have you ever looked at the K.D. for information on when it is appropriate to change a liability assessment?

A No.

Q Okay.

MR. WHELAN: Hold just a second. Thank you.

Q Do you think it's likely that somebody asked you to make this change to the liability assessment on October 20, 2016?

A I would say that was likely.

Q Okay. If this item had just shown up on your diary to remind you to look back at the liability assessment more than a year after the file, you would not have made any substantive changes to that assessment without consulting with other people, right?

A Correct.

Q During the three weeks that you handled the file as it was assigned to you, you mentioned that you changed some tasks. I'd like to look specifically at documentation number forty-two.

Do you see that?

A I do.

Q Okay. What does documentation number forty-two communicate?

A I don't know.

Q Okay. You don't know what direct handling means, or you don't know what this specific documentation number is referencing?

A I don't know what it's referencing.

Q Okay. What is direct handling at USAA? What does that mean?

A If I am handling -- What I think it means, is if I'm handling a case, I'm the direct file handler, I'm the direct handling adjuster.

Q Okay. And it says to do deleted direct handling; to do - direct handling, right?

A Yes.

Q Okay. And you don't know what you did in the file to generate that documentation number?

A Correct.

Q Okay. Do you recall how this file was

assigned to you, specifically?

A I'm assuming it was just, I was the next one in line.

Q Okay. Where do you sit in proximity to Missy Howard?

A Today?

Q Today.

A Right next to her.

Q Okay. As of 2015, what was you all's proximity, as far as where you sat at work?

A We sat across from each other.

Q Okay. So during the pendency of this claim, you -- it's fair to say you were in close proximity to Missy Howard's desk, correct?

A Yes.

Q Okay. Is it typical at USAA for U.I.M. claims to be assigned to the same team that is handling the B.I. claim?

A That is not typical.

Q Okay. Isn't it the practice at USAA to make sure that those two claims, B.I. and U.I.M. claims, are separated in terms of which teams are handling them?

A Yes.

Q Okay. And that didn't happen with this

claim; you would agree with me, right?

A Missy was not on my team at this time.

Q Okay. At this time --

Are you sure about that?

A I'm pretty sure.

Q Okay, okay. Whose team were you on at this time?

A Alisa Sumner.

Q Okay. And I will represent to you that Missy told me in her deposition that before she was on Lisa Mitchell's team, she was on Alisa Sumner's team for a couple of years, okay. All right.

A Yes.

MR. WHELAN: Object to form.

A Yes.

Q Is it possible --

MR. WHELAN: You're asking her is that what what's her name --

MR. WILLEY, IV: No. I'm representing that she understood.

MR. WHELAN: You're asking her what Ms. Howard said yesterday?

MR. WILLEY, IV: No.

BY MR. WILLEY, IV:

Q I'm asking do you understand what I'm

saying?

A Yes.

MR. WHELAN: She understands the words that you're --

MR. WILLEY, IV: Right.

MR. WHELAN: -- saying.

MR. WILLEY, IV: Right.

MR. WHELAN: Okay.

BY MR. WILLEY, IV:

Q The question is, is it possible that you're mistaken about whether or not you and Missy Howard were on the same team as of May of 2015?

MR. WHELAN: Object to the form.

A It's possible.

Q Okay. You're not a hundred percent certain about that as you sit here today?

A I'm not a hundred percent certain.

THE COURT REPORTER: Can we take a quick break?

MR. WILLEY, IV: Absolutely.

(Whereupon, a recess was had from 2:24 p.m. to 2:32 p.m.)

BY MR. WILLEY, IV:

Q The three weeks that you had the file,

other than what's documented in the claims docs, are you aware of anything else that you did relative to the file?

A I'm not aware.

Q Okay. It's possible you did other things, but you don't recall doing any other things; is that fair?

A That is fair.

Q Okay. Were you ever in any meetings about this file after it was transferred from you?

A Not that I recall.

Q Well, let me ask you this.

Do you know if there's a ethos or ethics at USAA that are on the wall at the building? Do you know what they say?

A I don't know that they're on the wall in the building, but.

Q Do you know what the ethos or ethics are throughout the company?

A I know are core values are, yeah. Honesty, integrity, loyalty and trust.

Q Okay. All right. Nobody could remember the trust one, so you get an extra point. I'm going to write back and let 'em know.

MR. WILLEY, IV: That's all I have

for you. Thanks.

CROSS-EXAMINATION

BY MR. WHELAN:

Q All right. Ms. Martin, looking at Exhibit 1. On the -- turn to page 17 and 18. And look at document, if you look from document seventy-seven through document eighty, there are -- actually document eighty-one, there are five entries by Kathy Moats.

Do you see those?

A I do.

Q And they're all entered the same minute, at ten-thirty-eight.

You see that? Do you see that?

A Yes.

Q And they involve something pertaining to the three vehicles involved, right?

A Yes.

Q And then Kathy assesses the liability at fifty-fifty, correct?

A Correct.

MR. WILLEY, IV: Object to the form.

Q All right. Tell us what Kathy assessed the liability to be on October the 17th.

MR. WILLEY, IV: Object to the form.

A Fifty percent against the 2011 Chevrolet Equinox, fifty percent against the claimant's vehicle, 2003 Honda; zero against the 2007 Chevy Tahoe.

Q Okay. And then if you turn to the entries Mr. Willey was showing you, which are a couple of days later, they have your name on them.

Do you see those?

A I do.

Q There are five of those as well, correct?

A Correct.

Q And they also pertain to the three vehicles in the liability assessment, right?

A Correct.

Q And you have the same thing that Ms. Moats has, correct?

MR. WILLEY, IV: Object to the form.

A Correct.

Q Is yours different than Ms. Moats?

A No.

Q And, so when Mr. Willey earlier asked you why you, quote, changed the liability assessment, you remember when he asked you that?

A Yes.

Q You really didn't change the liability

assessment, did you?

MR. WILLEY, IV: Object to form.

A Correct.

Q Okay. Well, he's objecting. I'm trying to address it.

Tell us whether or not you changed the liability assessment on October the 20th.

A I did not change it. I just completed the task.

Q Okay. And also Mr. Willey said that you made, quote, substantive changes when you made these entries on October 20th.

Do you see any substantive changes?

A No.

Q And also these entries, tell us how long it took you to make these five entries in the file.

A They were all done in the same minute.

Q Okay. So it took you a matter of seconds to do all five of these things, true?

A Correct.

Q So is there some --

Do you know why, why you had to confirm what Ms. Moats had done in the computer or --

MR. WILLEY, IV: Object to form.

A I do not.

MR. WHELAN: Okay. I think that's all I have for you.

REDIRECT EXAMINATION

BY MR. WILLEY, IV:

Q The record that you converted at doc number eighty-seven says, conversion record, new to old. And is that once you do an entry and you mark it complete, is that the title that it gets?

A I don't know.

Q Okay. You don't know what conversion record new to old means?

A I do not know what it means.

Q So your name being on this record would indicate that you went in and updated this record, correct?

A This record --

Q Being the liability?

A -- shows the only thing I did was analysis complete, yes.

Q On the liability assessment?

A Correct.

Q Right. And on Ms. Moats documentation number eighty-one, the analysis is incomplete, correct?

A Correct.

Q And, so you completed the analysis on the liability assessment three days later, correct?

A I completed that task.

Q Right. And that finalizes that liability assessment, correct?

A Not necessarily.

Q It can be reopened later and changed?

A Correct.

Q And, in fact, when you look at documentation number twenty-four, which is on page 6, you make that liability assessment, you marked the analysis complete, correct?

A Correct.

MR. WILLEY, IV: Thanks.

MR. WHELAN: All right. Diane, thank you. That's it.

THE COURT REPORTER: Do you all need this transcribed as well?

MR. WHELAN: Yes, please.

MR. WILLEY, IV: Yes.

(Whereupon, the deposition was concluded at 2:45 p.m.)

ERRATA SHEET

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: Therese Hood v. USAA

CASE NO. 2018-CP-10-0666

PAGE NO.	LINE NO.	CHANGE	REASON

Under penalties of perjury, I declare that I have read my deposition and that the facts stated in it are true and correct subject to any changes in form or substance entered here.

_____ _____

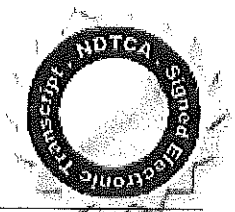
CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, ROBERTA TURNER, Registered Professional Reporter and Notary Public, State of Florida, duly commissioned, qualified and authorized to administer oaths and to take and certify depositions, do hereby certify that the above-named DIANE MARTIN was by me, before the giving of her deposition, first duly sworn to testify as to the truth, the whole truth and nothing but the truth.

WITNESS my hand and official seal this 3rd day of April, 2019.



ROBERTA TURNER, RPR, FPR, CLR, CCR (GA)
Registered Professional Reporter
NOTARY PUBLIC - STATE OF FLORIDA
My Commission No. FF 235676
Expires: 09-28-19

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA

COUNTY OF ORANGE

I, ROBERTA TURNER, Registered Professional Reporter, hereby certify that I was authorized to and did stenographically report the deposition of DIANE MARTIN; that a review of the transcript was requested; and that said deposition was later reduced to computer transcription under my personal supervision, and pages 4 through 45 is a true and complete record of my stenographic notes.

I further certify that the deposition was taken at the time and place specified herein above and that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of any of the attorneys, counsel connected with the action, nor am I financially interested in the action.

Dated this 3rd day of April, 2019.

ROBERTA TURNER, RPR, FPR, CLR, CCR (GA)
Registered Professional Reporter
NOTARY PUBLIC - STATE OF FLORIDA

TURNER REPORTING, INC.
581 N. PARK AVENUE, SUITE 355
APOPKA, FLORIDA 32704
(407) 497-6070

APRIL 3, 2019

DIANE MARTIN
C/O ROBERT W. WHELAN, ESQ.
Nelson, Mullins, Riley & Scarborough, LLP
Liberty Center, 6th Floor
151 Meeting Street, Suite 3500
Charleston, South Carolina 29401

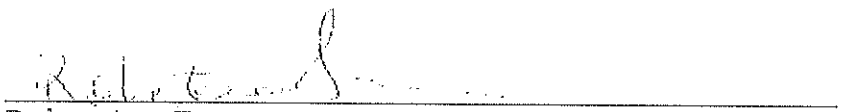
RE: Therese Hood v. USAA
CASE NO. 2018-CP-10-0666

The transcript of the above-referenced proceeding has been prepared and a copy is enclosed here for your review.

Any corrections you wish to make to the transcript should be made on the errata sheet. Please do not write on the transcript itself.

Please complete review of your transcript by May 3, 2019 and return the errata sheet to our office. You need not return the entire transcript.

Sincerely,



Roberta Turner, RPR, FPR, CLR, CCR,(GA),

CC: Roy T. Willey, IV, Esq.
Robert W. Whelan, Esq.

A
a.m 30:10
able 13:25 31:15
above-named 47:10
above-referen... 49:10
Absolutely 39:21
access 23:25 24:2
accident 11:16 20:17
accomplishment 13:3 14:8,11
account 18:21 19:8,13 21:17 22:9
acknowledgm... 22:9
action 48:18,19
address 43:5
adjuster 7:12,14 22:19 36:18
administer 47:9
advancement 18:17
agree 26:11 38:1
Agreed 26:12
ahead 27:22
Air 6:23
Alisa 8:1 38:8,11
all's 37:9
allowed 5:17
amount 10:11 12:22
analysis 44:18 44:23 45:1,12
Anastopoulo 2:3
Ann 2:3
answer 5:12 13:6,20,25 17:3
anybody 10:8
anymore 34:25
anyplace 24:9
anytime 4:15
APOPKA 49:2
appear 23:13 26:16
APPEARAN... 2:1
appeared 33:14 33:19
appears 18:1 24:17
appraisal 29:9 29:10,10,13
appraisals 23:17
appropriate 35:10
approval 28:24
April 47:16 48:21 49:3
arb 19:22,23 21:6
arising 15:18
asked 13:11,15 25:25 27:11 35:16 42:21,23
asking 5:8 13:13 26:19 27:10 38:17,21,25
aspects 18:22
assess 31:3,4,8 31:13
assessed 41:23
assesses 41:19
assessment 23:1 30:9,13,20 31:1,12,19 32:5,18 34:5 34:20 35:10,17 35:21,23 42:13 42:22 43:1,7 44:20 45:2,5 45:11
assessments 35:2
assigned 9:23 14:19 22:19 25:1 28:18 29:4,20 34:16 35:3 36:2 37:1 37:17
associated 16:9
ASSOCIATI... 1:7
assume 5:13
assuming 12:2 27:18 37:2
attachments 18:6
attorney 17:3 48:16
attorneys 22:18 48:17
audible 5:4
authority 8:2,3 8:7,10
authorized 47:8 48:6
automatic 29:7
automatically 22:22 26:16
AUTOMOBI... 1:6
available 19:2,4 31:6 32:6,11 32:17,20,21 33:16
AVENUE 49:1
average 14:22
aware 35:4 40:2 40:4

B
B.I 15:17 21:9 21:13,15 37:18 37:21
back 7:2 25:17 25:20 28:24 29:1,17 35:20 40:24
background 4:13
bad 5:9 13:15,17
bad-faith 12:10
based 16:20 20:1,22 21:10 23:1 24:18,19 31:5,11 32:5
basically 14:2
basis 9:4 11:16 12:8,12 21:13 21:16
Bates 3:16,17,18
beginning 1:13 32:12
behalf 2:5,10
blue 13:19
bodily 7:14 8:4,5 17:9
break 4:15 39:20
brief 10:24
bring 13:3 14:12
brought 12:15
building 40:14 40:17
Busch 7:3

C
C 10:13
C/O 49:5
calendar 26:14
call 33:11
called 4:5
Carolina 1:1 2:4 2:9 49:7
case 1:3 12:3,10 12:12 16:19 17:6 18:22,24 30:21 31:19 32:1 36:17 46:3 49:9
cases 24:11
CC 49:22
CCR 1:18 47:19 48:23 49:20
Center 2:8 49:6
central 30:4,5
certain 39:17,18
CERTIFICATE 3:10,11 47:1 48:1
Certified 1:19
certify 47:9,10 48:6,13
cetera 5:2 18:11
change 35:2,10 35:16 42:25 43:8 46:4
changed 34:20 36:3 42:22 43:6 45:7
changes 16:7 35:23 43:11,13 46:1,23
Charleston 1:1 2:4,9 49:7
check 28:6,24
Chevrolet 42:1
Chevy 31:21,22 31:23 42:3
Chris 17:15
CIRCUIT 1:2
circumstance 19:12
claim 9:2 12:15 13:4 14:22 15:4,6,11,18 16:12 17:8,10 17:16 20:22 21:6 22:1,19 23:10 24:5,7 28:22 29:4,16 31:8 37:13,18 38:1
claimant 21:7 31:20
claimant's 42:2
claimed 22:23
claims 3:16,17 7:9,10,21,22 8:3,7,23,25 12:18 14:12,15 14:19 17:12 18:3,5 23:21 23:23,25 24:6 24:7 25:21,23 26:16 27:8 28:13,14,18,25 32:9,23 33:21

37:17,21,22 40:1
claims' 22:14
clear 33:17
click 33:20
close 25:8,16 37:13
closed 23:2
closing 23:14,18 23:20
CLR 1:18 47:19 48:23 49:20
come 10:19 22:21 25:18 27:4,19,24 29:9,17
comes 19:18
Commission 47:21
commissioned 47:8
common 1:2 31:1
communicate 36:8
communication 23:3
company 35:1 40:19
comparative 20:23
complete 25:22 44:8,19 45:12 48:12 49:14
completed 22:24 43:8 45:1,3
compound 13:18,22,24
computer 26:8 43:23 48:10
concluded 45:21
concluding 1:14
confirm 43:22
connected 48:18
consider 18:25
consideration 22:4
consulting 35:23
control 14:18
conversation 5:1
conversations 34:2
conversion 44:6 44:10
converted 44:5
copy 49:11
core 40:20
correct 8:15 10:25 11:3 12:4 14:17,20 15:9,15,19 16:12,13 17:1 17:4 18:3 21:18 24:21 25:3 28:16 29:23 31:6,7 32:6 34:7,10 34:11,14,18 35:25 36:24 37:14 41:20,21 42:10,11,14,16 42:18 43:3,20 44:15,21,24,25 45:2,5,8,12,13 46:23
corrections 49:12
Corresponden... 3:20
counsel 10:13 48:16,18
countersuit 16:24 23:5
COUNTY 1:1 47:4 48:3
couple 10:6,7 11:6 38:12 42:6
course 13:12
Court 1:2,19 39:19 45:17
coverages 11:18
covered 6:6
Cross-Examin... 3:4 41:2
Crystal 8:14
current 7:7 12:25
cutoff 21:8

D

D 3:1
damage 19:16
damages 19:1
date 9:20 16:8 16:15
dated 30:23 48:21
David 10:10,12
day 10:19 26:23 27:21,25 28:3 28:4,23 30:2 30:17 47:16 48:21
days 42:7 45:2
decision 9:22 19:15,22,23 21:6
declare 46:22
Defendant 1:8 2:10
Defense 17:2
definitively 26:5
deleted 36:19
department 23:9
deposed 4:6
deposition 1:11 4:10 5:16 10:1 11:2 13:12 38:10 45:21 46:23 47:12 48:1,7,9,13
depositions 47:10
described 12:9
desk 37:14
determine 16:18 19:19
determined 16:17
determining 20:7
Diane 1:12 3:2 4:4 45:15 47:11 48:8 49:4
diaries 27:4
diary 25:19 26:6 26:7,15,15,19 26:22,23 27:4 27:5,7,12,17 27:22 28:1,8,9 28:17 29:21 35:20
different 9:16 26:10 42:19
direct 3:3 4:7 5:19 7:17 36:10,14,17,18 36:19,20
discount 21:21 21:25 22:3
discuss 9:3
doc 32:23 33:7 44:5
docked 11:8
docs 11:8,12,22 33:21 40:1
document 11:24 15:3 16:5 32:23 41:6,6,7 41:8
documentation 3:18 15:8 16:22 19:7,24 20:15 23:12 30:7,16,19 31:11,16 32:10 32:15,15 36:4 36:7,12,23 44:22 45:10
documented 11:15 20:13 22:17,22 32:14 40:1
documents 3:16 11:4 12:5 33:21
doing 40:6
duly 4:5 47:7,12

E

E 3:1
e-mail 17:2,11 17:13,24 18:2 18:7 21:1
e-mails 18:10,14 18:15 28:5
earlier 42:21
early 30:2
easier 18:18
eighty 21:7 31:20 41:7
eighty- 23:12 29:5
eighty-five 25:8 29:6
eighty-four 23:13 25:8
eighty-one 41:8 44:23
eighty-seven 30:16 44:6
eighty-six 30:8
eighty-three 23:13 25:7 29:5
else's 28:22
em 40:24
employee 16:9 48:15,17
enclosed 49:11
ENTER 46:1
entered 30:9 41:12 46:24
entire 8:7,21 49:15
entries 41:8 42:5 43:12,15,16
entry 15:10 44:7
Equinox 31:22 31:23 42:2
errata 3:9 46:1 49:13,15

Esq 2:2,6 49:5 49:22,22
et 5:2 18:11
ethics 40:13,18
ethos 40:13,18
exactly 22:15
Examination 1:13 3:3,5 4:7 44:3
examined 4:6
examiner 7:9,10 8:8 20:10 21:21 22:1
example 13:17 26:14
Exhibit 11:20 15:2 16:4 33:10 41:4
Exhibits 3:15 4:1
Expires 47:21
Exposure 3:19
extra 40:23

F

fact 20:15 45:9
facts 19:24 20:3 20:6,9,14 46:23
fair 18:7,8 28:10 37:13 40:7,8
far 37:10
FF 47:21
fifty 42:1,2
fifty-fifty 41:20
figure 25:4
file 3:20 11:9,13 11:14,15,22 15:12,14 17:12 18:3,5 20:13 21:13,15,22,24 22:2,12,16,17 22:25 24:20 25:2,11,15,18 26:1 32:9 33:8 33:25 34:3,6,9 34:16,21,25 35:22 36:2,17 36:23,25 39:25 40:3,10 43:16
file's 23:25
filed 17:9,16 33:2,4,6
files 18:15,16 24:4,22,24 34:12 35:2
finalizes 45:4
financially 48:19
fine 5:3
finish 29:17
Firm 2:3
first 4:5 11:14 15:5 16:8 20:1 47:12
five 7:11 17:15 41:8 42:10 43:16,19
flipping 23:11
Floor 2:8 49:6
Florida 1:17 47:3,7,20 48:2 48:24 49:2
follows 4:6
Force 6:23
forget 6:2 13:11
forgot 13:10
form 6:9 13:5,23 19:10 38:14 39:14 41:22,25 42:17 43:2,24 46:23
forty-two 36:4,8
four 6:23 19:7 19:25 21:8 29:6
FPR 1:18 47:19 48:23 49:20
Friday 1:15
further 22:19 48:13

G

g-mail 18:11
GA 1:18 47:19
Gardens 7:3
gathered 20:6 20:10
generally 20:8 29:24 32:22
generate 36:23
generated 28:21
getting 21:22,23 28:12
give 5:4 9:13
giving 47:11
go 4:12 6:16,18 13:25 20:20 24:5 25:8,15 25:20 26:13 28:14 33:20
goes 28:4
going 4:12,19,21 5:13 15:2 16:3 17:22 20:25 27:18 29:9 40:24
good 18:17
gotten 28:6
grass 13:19
green 13:19
guess 12:23
Guessing 22:13

H

half 9:9
halfway 16:1
hand 47:15
handle 34:12
handled 21:16 23:18 36:1
handler 36:18
handling 15:17 16:23 17:16 20:22 21:9,12 22:20 36:10,14 36:16,17,18,20 36:20 37:18,23
happen 37:25
happened 20:16
happens 5:9
headlights 21:9
heads 5:2
help 21:11
high 6:16
HILLSBORO... 47:4
History 3:19
Hold 35:13
Honda 7:5 42:3
honest 10:15 11:19
Honestly 34:8
Honesty 40:21
Hood 1:4 3:16 3:17,18 17:22 20:25 21:8 23:3,4 46:2 49:9
Hood's 32:2
hours 10:6,7
Howard 9:7 37:5 38:22 39:12
Howard's 20:1 37:14
hundred 12:19 28:13 39:16,18

I

idea 20:16 25:10
identification 4:2
imagine 26:3
immediately 6:19
in-house 10:17
incomplete 27:7 27:22 44:23
indicate 30:12 44:14
indication 32:8
individual 24:6 24:7
information 17:6 19:1,3,6,8 19:13 31:6 32:6 33:8,14 33:16,22 35:9
initial 16:12,19 18:25 19:9 20:7
injuries 16:20 19:18,20
injury 7:14 8:4,5 17:9
instance 19:5
insured 22:23
insured's 31:24
integrity 40:21
interested 48:19
investigation 20:2,6,11 22:1
investigations 19:19
involve 41:16
involved 15:6 23:15 41:17
involvement 15:4 34:1
issue 28:23
item 35:19
items 27:8 28:17 29:3,13
IV 2:2 3:3,5 4:8 5:25 6:4,5 14:6 14:9,10 38:19 38:23,24 39:5 39:7,9,21,24 40:25 41:22,25 42:17 43:2,24 44:4 45:14,20 49:22

J

Johnson 21:7 23:5
JUDICIAL 1:2
June 23:4 24:16 29:4

K

K.D 35:6,8,9
Kathy 41:9,19 41:23

keep 14:21,23 23:11 33:3
kind 22:15
knew 16:20 20:21,24 21:12 23:1
know 4:16 5:10 6:3 8:10,25 9:16,20,22 10:16 12:14,23 12:25 14:21,24 15:12 16:5 18:4 20:14 25:5,17,19 26:5,13,17,19 27:2,5 28:20 31:1 32:19 34:8 35:7 36:9 36:10,11,13,22 40:13,15,16,18 40:20,24 43:22 44:9,10,12
knowing 21:15

L

L/R5 16:23
Law 2:3
lawyer 10:17
left 29:19
left-hand 33:11
letter 22:18
level 8:2
liability 18:22 19:1,7,13,24 20:7 21:10 22:25 30:8,13 30:20,25 31:4 31:9,12,13,18 32:5 34:5,20 35:2,10,16,21 41:19,24 42:13 42:22,25 43:7 44:17,20 45:2 45:4,11
Liberty 2:8 49:6
Lichter 10:10,12
Lindell 7:5
line 37:3 46:4
Lisa 7:19 8:13 8:21 38:11
Lisa's 8:10,17 8:23
list 28:10 29:8
listed 15:20
litigation 23:9 24:21,24 25:2 34:1,10,13
little 12:21
LLC 2:3
LLP 2:7 49:5
load 13:4
long 6:10 7:10 7:15,22 8:16 8:23,25 9:7 10:22 22:12 43:15
look 15:1 24:5,9 27:11,13,22 28:5,8,15 30:7 33:20 35:20 36:3 41:5,6 45:9
looked 27:17 35:9
looking 18:6 22:8,14 33:10 41:4
looks 22:23 23:5 23:9 30:15
Loss 3:17
lost 17:14
lot 22:21,24 23:2
low 12:21
lower 13:1 14:12
loyalty 40:21

M

management 26:17
manager 7:21 7:23 8:23,25
marathon 4:18
March 1:15
mark 25:22 44:7
marked 3:15 4:2 45:11
married 6:25
Martin 1:12 3:2 4:4,9 41:4 47:11 48:8 49:4
Martin's 28:4
matter 43:18
McDaniel 8:14
mean 14:11 24:12 26:5 36:15
means 13:14 36:11,16 44:11 44:12
meeting 2:8 12:6 49:6
meetings 34:2 40:9
Member 8:17
mention 16:22
mentioned 26:6 36:2
mess 25:22
met 9:25 10:9
middle 6:13
military 7:1
minute 41:12 43:17
minutes 10:23
Missy 9:7 15:14 15:16,17 19:6 20:6,22 21:9 21:12 37:5,14 38:2,10 39:12
mistaken 39:11
Mitchell 7:19,20
Mitchell's 38:11
Moats 41:9 42:15,19 43:23 44:22
month 6:12
months 25:6
morning 27:25
motorist 8:5
moved 7:2
Mullins 1:16 2:7 49:5

N

N 1:16 3:1 49:1
name 38:18 42:7 44:13
necessarily 18:23 19:11 20:14 33:7 45:6
need 4:15 5:4 27:23 28:15 29:13 45:17 49:15
needs 29:21
Nelson 1:16 2:7 49:5
new 21:24 44:6 44:11
Nickels 17:3,15 21:2
NINTH 1:2
nod 5:2
normal 5:1 13:1
Notary 47:7,20 48:24
notated 32:10
note 17:24 19:4
noted 18:5 23:9
notes 22:14 48:12
NOTIFICATI... 3:12
noting 17:15
number 14:13 15:8 16:9,23 19:7,25 30:7 30:19 31:11,16 32:10,15,16 36:4,7,12,23 44:6,23 45:10

O

OATH 3:10 47:1
oaths 47:9
object 6:9 13:5 13:13,14 19:10 38:14 39:14 41:22,25 42:17 43:2,24
objecting 43:4
objection 13:23 14:1
occurred 16:14
October 25:5 26:1 34:6,9,15 34:19 35:17 41:24 43:7,12
office 28:4 49:15
official 47:15
Oh 5:25 15:23 15:25 30:5
okay 4:12,13,16 4:17,21,22 5:5 5:6,9,10,11,15 5:20,21 6:4,13 6:16,18,21,24 7:4,7,17,22,25 8:10,20 9:1,6 9:10,18,21,25 10:5,8,12,14 10:22,24 11:1 11:7,10,12,17 12:5,8,17,20 12:22,25 13:9 14:2,3,9,15,18 14:21,24 15:1 15:2,14 16:1,3 16:8,11 17:2 17:11,17,23 18:2,5,9,13,17 18:20,24 19:12 20:9,21 21:4 21:11,15,20 22:12,14 23:8 23:16,24 24:3 24:18,23 25:4 25:11,14,20,25 26:4,9,9,13,21 27:3,10,15,20 28:3,7,9,12,17 28:20 29:14

30:2,5,14,19 30:23 31:5,11 31:23 32:4,21 32:25 33:25 34:23 35:1,5,8 35:12,19 36:7 36:10,14,19,22 36:25 37:4,9 37:12,16,20,25 38:3,6,6,9,12 39:8,16 40:5,9 40:22 42:5 43:4,10,18 44:1,10
old 44:7,11
once 28:4 44:7
open 15:21
opened 15:14
opening 17:6 18:24
ORANGE 48:3
order 20:11 25:15 27:25
organized 13:2
original 30:20
outcome 21:10
Outlook 18:10 18:12
Outlook's 26:14
outstanding 24:10
overnight 27:19 28:6

P

P 10:13
p.m 1:14,14 39:23,23 45:22
page 4:14 20:1 41:5 45:10 46:4
pages 23:12 48:11
PARK 49:1
part 8:17 15:22 17:11 18:2
particular 26:16 34:2
parties 48:16
penalties 46:22
pendency 9:1 37:12
pending 12:18 13:1,4 14:12 24:10 28:13
pendings 25:12
people 26:10,13 35:24
percent 21:10 31:20,21,21 39:16,18 42:1 42:2
period 25:21
perjury 46:22
person 13:15
personal 48:10
pertain 42:12
pertaining 41:16
Photographs 3:20
pick 28:14
picked 25:2
place 24:4 27:12 48:14
Plaintiff 1:5,16 2:5 17:22 21:1
Plaintiff's 3:15 4:1 11:20 15:2 16:3 33:10
plan 23:22,23,25 24:8 25:23 27:25 28:14
plans 24:6
PLEAS 1:2
please 45:19 49:13,14
point 9:17 19:20 40:23
police 20:18 33:2,3
policy 23:18 35:1,5
portion 15:17 21:3
position 7:7,13 7:15 8:22
positive 17:18
possible 25:25 38:16 39:10,15 40:5
pound 4:20 5:24
practice 22:10 37:20
preparation 11:5
prepared 49:11
prepped 11:1
present 10:8
preserving 14:1
pretty 38:5
previously 29:20
primarily 11:2 18:9
prior 9:25 21:22 21:23 29:4
proceeding 49:10
production 17:22 21:1
Professional 47:6,20 48:5 48:24
program 26:17
property 19:16
proximity 37:4 37:10,14
Public 47:7,20 48:24
pull 27:7
put 19:6

Q

qualified 47:8
question 5:8,12 5:14 13:8,16 13:18,18,22,24 13:25 20:4,5 24:15 32:13 39:10 13:14
quick 39:20
quote 42:22 43:11

R

read 21:3 46:23
really 13:2 17:7 17:20 23:6 42:25
reask 13:8
reason 4:16 46:4
recall 8:9 11:12 12:7 17:7,20 23:6 34:4 36:25 40:6,11
recap 15:12 22:17
received 23:4,6 24:16
recess 39:22
record 5:1 14:2 44:5,6,11,13 44:14,16 48:12
recorded 11:11 12:1,3 20:18 33:3
recording 11:12
Redirect 3:5 44:3
reduced 48:10
references 17:25
referencing 19:23 36:12,13
referring 11:21
reflected 32:22 33:15
reflects 30:19
regard 19:16 22:24,25
regarding 22:1
Registered 47:6 47:20 48:5,24
related 18:7 19:24 20:10 25:7 29:3
relative 40:3 48:15,17
relied 33:23
rely 20:9
remember 11:14 11:18 13:11 17:10 21:12 31:10,14 32:19 40:22 42:23
remind 35:20
reminder 29:21
removed 22:21
reopened 45:7
report 7:17,18 17:14 20:18 33:2 48:7
Reporter 1:19 3:11 39:19 45:17 47:7,20 48:6,24
REPORTER'S 48:1
REPORTING 49:1
reports 8:13 33:3
represent 38:9
representing 33:18 38:20
requested 48:9
reserve 16:12,19 18:20,25 19:9 19:14 20:7,11 21:17,20
reserves 15:21 16:6
resolution 14:22
responded 23:2
response 5:4
responsibility 29:15
return 49:15,15
review 11:4,7 12:5 22:6,7 31:6 48:8 49:11,14
reviewed 11:21
right 5:7,12,14

5:16,22 6:4,10 6:13 8:6,16 9:12,14 12:11 13:20,21 14:4 14:16,19 15:18 16:14 17:3,19 18:17 19:5,17 19:21 20:23,25 21:25 22:5,10 24:16 25:1,12 26:10 28:15 29:11 30:6,6 30:25 31:15,18 31:24 32:1,8 33:5 34:13,15 34:17 35:24 36:20 37:8 38:1,12 39:5,7 40:22 41:4,17 41:23 42:13 44:22 45:4,15
Riley 2:7 49:5
Robbie 6:2
Robert 2:6 49:5 49:22
robert.whelan... 2:7
Roberta 1:18 4:24 47:6,19 48:5,23 49:20
Roy 2:2 49:22
roy@akimlaw... 2:2
RPR 1:18 47:19 48:23 49:20
rules 4:13 13:17

S

sat 37:10,11
savvy 26:20
saying 4:25 20:17 29:9,12 30:11 39:1,6
says 15:21 17:2 20:19 21:8 30:3 36:19 44:6
Scarborough 2:7 49:5
school 6:14,16
screen 24:12 27:11
seal 47:15
second 35:13
seconds 43:18
see 4:19 15:22 16:25 20:3 27:22 28:14 31:15 34:19 36:5 41:10,14 41:14 42:8 43:13
seek 25:15
seen 25:7
send 18:10,15
sense 31:1
sent 17:2,11,13 21:2 22:17
separated 37:22
separately 33:7
Service 8:17
SERVICES 1:6
set 15:16 16:11 16:17,18 18:14 18:20 19:9,13 20:11 26:14 27:4 29:9,9,10 29:13
setting 18:25 21:17,20 23:17
Seven-fifteen 30:1
Seventy-five 8:12
seventy-seven 41:6
sheet 3:9 46:1 49:13,15
short 10:10
shoulders 5:2
shout 4:20
show 16:3 17:22 20:25 23:22 24:4 29:21
showing 25:12 42:6
shown 35:19
shows 44:18
shrug 5:2
side 33:11
sign 13:3 14:4,5 14:7,11
significance 17:5
Sincerely 49:17
sit 28:5 37:4 39:17
six 7:1 12:19 28:13
six-forty-nine 30:3,10
sky 13:19
software 26:6
somebody 25:25 35:15
sorry 5:25 15:24 15:25 20:4 32:12
South 1:1 2:4,9 49:7
speaks 33:8
specific 36:11
specifically 36:4 37:1
specified 48:14
spent 6:23 7:1
split 20:23
stage 20:8
standard 22:10
start 27:25
started 5:17 16:6
starts 19:25
State 1:1 47:3,7 47:20 48:2,24
stated 46:23
statement 12:1,3 20:19
statements 33:4
stating 22:18
stenographic 48:12
stenographica... 48:7
Street 1:17 2:3,8 49:6
Strike 9:6
subject 46:23
substance 46:24
substantive 35:22 43:11,13
suit 17:3,8,16 23:4,6,7 24:16
Suite 1:17 2:8 49:1,6
Summary 3:17
Sumner 8:1 38:8
Sumner's 38:11
supervision 48:11
sure 5:4 20:24 37:21 38:4,5
surprised 34:19
surprising 34:23
sworn 4:6 47:12
system 22:22 26:19 27:4,6
system-genera... 27:16,17

T

T 2:2 49:22
table 4:20 5:24
Tahoe 42:4
take 5:5 9:13 19:4,13 21:17 22:3,9 39:19 47:9
taken 1:15 4:10 18:21 19:8 48:14
talk 5:17 19:22
talked 33:6
talking 12:2 19:23 29:5
talks 30:8
Tampa 1:16,17 6:17 7:2
task 24:25 25:1 29:1,1 43:9 45:3
tasks 22:21,24 23:2,14,19,20 23:21,21 24:3 24:10 25:7,16 25:22 26:5,23 27:1,12,13,18 27:23 29:3,7,8 29:12,17 36:3
team 8:17 9:8,15 9:19,23 37:17 38:2,6,11,12 39:12
teams 9:16 37:22
technically 26:20
tell 13:7 15:10 17:8 28:3 32:25 41:23 43:6,15
tells 15:3
ten-thirty-eight 41:13
terms 37:22
testify 47:12
testimony 4:22 5:18 20:12
thank 35:14 45:15
Thanks 41:1 45:14
Therese 1:4 46:2 49:9
thing 4:24 42:15 44:18
things 4:21 15:20 20:19 22:24 26:10 28:24 29:2 40:5,6 43:19
think 6:1,6 11:8 13:15 17:13,14 20:13 32:7 35:15 36:16

44:1
thinks 13:15
thirteen 15:8,22 16:23
Thirty-five 8:4
thousand 8:4,12
three 7:24 8:19 8:20,24 9:9 22:13 23:13 29:2,3 36:1 39:25 41:17 42:12 45:2
time 5:7 6:22 8:7 8:21,24 10:11 15:13 16:7,21 17:7 18:12 20:21 22:16 23:2,10 24:20 25:12,14,22 29:24 30:4,5 32:11,17,20 33:16 38:2,3,7 48:14
times 10:3
title 7:20 10:16 44:8
to-do 28:10
today 10:1 37:6 37:7 39:17
told 38:10
tomorrow 27:17
totally 21:21
track 14:21,23
transcribed 45:18
transcript 46:1 48:8 49:10,12 49:13,14,15
transcription 11:11 48:10
transfer 24:22 29:16
transferred 11:15 24:1,20 25:21 33:25 34:10 40:10
transfers 24:24
tree 29:8 33:11 33:12,13,14,18 33:20
trick 17:21 26:18
true 43:19 46:23 48:11
trust 40:21,23
truth 47:13,13 47:14
trying 4:18 17:21 25:4 26:18 43:4
Tuesday 10:6,21
turn 41:5 42:5
Turner 1:18 47:6,19 48:5 48:23 49:1,20
TV 4:19
Twelve 7:16
twenty 12:24 21:7,10 31:21
twenty- 32:10
twenty-four 30:22 31:12,16 45:10
Twenty-one 6:12
twenty-three 32:16
two 10:4,23 23:11 32:11 37:21
typical 12:20,22 23:24 25:20 37:16,19

U

U.I.M 37:16,21
Uh-huh 11:23
underlying 21:3
understand 5:8 8:13 9:2,4 12:8 12:11 19:21 22:7 24:15 38:25
understands 39:3
understood 5:13 38:20
undone 27:12,13 29:19
uninsured 8:5
UNITED 1:6
update 30:16
updated 30:13 30:14,15 34:5 44:14
USAA 1:7 6:11 6:18 7:6,8 12:10,14 21:7 21:21 36:14 37:16,20 40:14 46:2 49:9
use 18:9
usually 19:15

V

v 46:2 49:9
values 40:20
various 27:8
vehicle 31:3,24 32:2 42:3
vehicles 23:15 29:8 41:17 42:13
versus 23:4
view 29:8 33:12 33:13,15,18,20
voicemail 28:6
vs 1:5

W

W 2:6 49:5,22
walk 22:15
wall 40:14,16
want 33:17
wasn't 23:17 34:25
way 26:17
ways 26:10
we're 4:13,25 5:13 9:2,4 12:9 18:6
wear 4:19
weeks 22:13 36:1 39:25
went 21:6 44:14
Whelan 2:6 3:4 5:17,23 6:3,9 9:25 11:1 12:6 13:5 14:7 19:10 35:13 38:14,17,21 39:3,6,8,14 41:3 44:1 45:15,19 49:5 49:22
Willey 2:2 3:3,5 4:8 5:25 6:4,5 14:6,9,10 38:19,23,24 39:5,7,9,21,24 40:25 41:22,25 42:6,17,21 43:2,10,24 44:4 45:14,20 49:22
window 14:22
wish 49:12
witness 1:13 3:2 3:12 4:3,5 33:6 47:15
words 15:5 39:4
work 6:18 7:6 18:10 26:1,22 26:24 29:25 37:10
worked 7:3,5
working 27:8 28:22
works 26:19
wouldn't 5:23
wreck 15:18 22:2
write 40:24 46:1 49:13
written 5:1
wrong 12:14

X

X 3:1

Y

yeah 34:22 40:20
year 25:6 35:21
years 6:12,23 7:1,11,16,24 8:19,20,24 9:9 38:12
yesterday 10:6 10:19 38:22

Z

zero 31:20 42:3

0

0001-0023 3:16
0024-0027 3:17
0028-0044 3:18
09-28-19 47:21

1

1 3:16 4:1 11:20 15:2 41:5
1:30 1:14
10-20-16 30:9
100 1:16
151 2:8 49:6
16 9:14
17 41:5
17th 41:24
18 41:5

2

2 3:17 33:10
2:24 39:23
2:32 39:23
2:45 1:14 45:22
20 34:6,9,15,20 35:17
2000 31:21
2003 42:3
2007 42:3
2011 31:22,23 42:1
2015 9:14 15:7 16:16 24:16

29:5 30:23
33:15 37:9
39:13
2016 25:5 26:2
34:6,9,15,20
35:17
2018-CP-10-0...
1:3 46:3 49:9
2019 1:15 47:16
48:21 49:3,15
20th 43:7,12
21 15:7 30:23
33:15
21st 16:16 18:21
21:11
22 1:15
235676 47:21
2378 17:22 21:1
29401 2:9 49:7
29403 2:4

3

3 3:18 49:3,14
32 2:3
32704 49:2
3500 1:17 2:8
49:6
355 49:1
3rd 47:16 48:21

4

4 3:3,16,17,18
3:19,19,20
16:4 48:11
407 49:2
41 3:4
44 3:5
45 48:11
46 3:9
47 3:10
48 3:11
49 3:12
497-6070 49:2

5

5 3:20 4:2
581 49:1

6

6 45:11
6th 2:8 49:6

7

8

8 23:4 24:16
80/20 20:22

SERGEANT DAVID HOOD # 1104 32 23 L/R # 7 DOL: 11/07/2014

Refresh | Close

Integrated View

Sort Order: [Oldest]

≤ Page 1 | Actions

Available Actions
- Claims Documentation
- Start New Conversation
- Refresh Page
- Close Page

DOCS **May 20, 2015 at 2:44 p.m. CT** 49086 - Gall Howard Documentation Number 1

Loss Report Created

DOCS **May 20, 2015 at 3:00 p.m. CT** 49086 - Gall Howard Documentation Number 2

Loss Details
Statement has been entered for DAVID HOOD (Member, Reporting person,Insured Vehicle Owner) on 5/20/2015 at 03:00 PM

DOCS **May 20, 2015 at 3:03 p.m. CT** 49086 - Gall Howard Documentation Number 3

REMOVAL FROM LOSS
A Person, Organization, Item or Vehicle was removed
Role : CLAIMANT Owner

First Name : ANTOINE
Last Name : JOHNSON
Description : Unknown
has been deleted from this loss

DOCS **May 20, 2015 at 3:24 p.m. CT** 49086 - Gall Howard Documentation Number 4

Set up claim for UIM under L/R7
ID atty filed suit against CD Antoine Johnson - ID atty forwarded a copy of the Summons for Counterclaim and Answer and Counterclaim for review - requested d/a to be assigned
L/R 5 - handling BI claim for innocent CV2 Kuck
Loss occurred on Hwy 278, approx 6:00pm - dusk out
Hwy 278 is 2LEW w/ctr turn lane- iv e/b on hwy 278 in the left lane
CV2 Kuck w/b on hwy 278 in left lane
CV1 pulling from p/lot to right of IV
ID saw CV1 coming toward IV - ID tried to swerve left to avoid - CV1 struck rt fender of IV - IV pushed into into

oncoming lane - IV and CV2 collided head on
CD1 coming iv did not have headlights on
ID states autoheadlights and they were on
no CD2 r/s
witness traveling behind cv2 - saw iv coming toward cv2 at an angle - could only see right side of iv- did not see any lights on IV.
arb filed determined
80% neg on CV1
20% neg on IV
Arbitration decision that ID contributed 20% for not traveling with headlights on, as witness stated IV did not have headlights on, but witness was able to see cv Johnson, therefore cd Johnson should have been able to see IV.
Proximate cause was CV Johnson failing to yield right of way.
will forward additional copy of suit documents from id atty

May 20, 2015 at 3:24 p.m. CT 49086 - Gail Howard Documentation Number 5

Conversion record New to Old
OLD UNIT=7980,OLD CH=41,
NEW UNIT=7984,NEW CH=13,

USAA May 20, 2015 at 3:24 p.m. CT View Conversation
We received your auto claim. We'll contact you soon to discuss your claim and coverage. In the meantime, select Things to Know to learn more about claims.

May 20, 2015 at 3:24 p.m. CT WRCOM - Documentation Number 6

Claims Auto Automated Initial
Status: Submitted
Address:
Delivery Option: Email
Channel Info: terry.m.hood@gmail.com

May 20, 2015 at 3:24 p.m. CT WRCOM - Documentation Number 7

Claims Auto Automated Initial
Status: Submitted
Address:
Delivery Option: Email
Channel Info: we.hoods@live.com

USAA May 20, 2015 at 3:24 p.m. CT View Conversation
This is a copy of a letter that was emailed to you.

Claims Au...PDF
(67.27 KB)

USAA May 20, 2015 at 3:24 p.m. CT View Conversation
This is a copy of a letter that was emailed to you.

Claims Au...PDF
(67.27 KB)

May 20, 2015 at 3:24 p.m. CT 49086 - Gail Howard Documentation Number 8

Move Vehicle
Associated To: IV 2011 CHEVROLET EQUINOX 4D 2LT
Status of Move Vehicle was changed from New to Not Applicable by 49086.

May 20, 2015 at 3:24 p.m. CT 49086 - Gail Howard Documentation Number 9

Move Vehicle
Associated To: CV 2003 HONDA
Status of Move Vehicle was changed from New to Not Applicable by 49086.

May 20, 2015 at 3:24 p.m. CT 49086 - Gail Howard Documentation Number 10

Move Vehicle
Associated To: CV 2007 CHEVROLET
Status of Move Vehicle was changed from New to Not Applicable by 49086.

USAA May 20, 2015 at 5:25 p.m. CT View Conversation
We received your auto claim. For faster claim processing, please schedule an appraisal from the Claim Overview and To Do List.

May 20, 2015 at 11:58 p.m. CT 99999 - Documentation Number 11

CLAIM SENT TO ISO

May 21, 2015 at 7:03 a.m. CT 46902 - Diane Martin Documentation Number 12

Alert Action(s) recorded:
Reporting date (FNOL) is greater than 45 days from Date of Loss - Resolved - no current impact to claim investigation
Prior claim on same vehicle is within 90 days of Date of Loss - Resolved - no current impact to claim investigation

May 21, 2015 at 12:59 p.m. CT 46902 - Diane Martin Documentation Number 13

Reviewed new transfer
3 vehicle accident
FR Howard handling BI/Investigation
this file opened and split due to UIM on ID injury
Adverse carries 25K coverage
ID has had surgery right ankle fracture with surgery - Fx ribs.
UIM Cov 500K
opened reserves
suit was filed against adverse carrier from ID
appears that an answer has been filed and a counter suit filed as well
LR 5 handling Counter suit
Email sent to Def Atty Nichols to answer suit
will send letter to atty expl I am the UIM Adjuster and to forward any info concerning injuries to ID to me
will send him a copy of the dec page from this loss
opened reserves

May 21, 2015 at 1:11 p.m. CT 46902 - Diane Martin Documentation Number 14

Attorney Acknowledgement-0157
Status: Submitted
Address: KEVIN SMITH
HOFFMAN LAW FIRM
7087 RIVERS AVENUE
NORTH CHARLESTON SC 29406-4622
Delivery Option: Fax
Channel Info: 8437694567

May 21, 2015 at 1:12 p.m. CT 46902 - Diane Martin Documentation Number 15

Make Additional Contact
Associated To: DAVID HOOD
Make Additional Contact was removed by 46902.

May 21, 2015 at 1:12 p.m. CT 46902 - Diane Martin Documentation Number 16

Make Contact
Associated To: CARY TANRATH
Make Contact was removed by 46902.

May 21, 2015 at 1:12 p.m. CT 46902 - Diane Martin Documentation Number 17

Make Contact
Associated To: THERESE HOOD
Make Contact was removed by 46902.

May 21, 2015 at 1:13 p.m. CT 46902 - Diane Martin Documentation Number 18

Make Contact
Associated To: ANTOINE JOHNSON
Make Contact was removed by 46902.

May 21, 2015 at 1:14 p.m. CT 46902 - Diane Martin Documentation Number 19

It has been claimed that our insured did not have her headlights on at the time of the accident. It occurred at 5:45 pm in November. She stated she has automatic headlights and they are always on. There was one witness that was traveling behind Cv2 Kuck who stated she only saw IV on an angle but did not notice headlights. The police officer confirmed that no headlights were on when he arrived to the scene, but we are looking at a heavy front end impact with both headlights knocked out. This claim went to ARB and that decision was 80% on Claimant Johnson and 20% on USAA Hood for no headlights. Missy is handling the BI at a 20% liability based on that outcome.

May 21, 2015 at 1:16 p.m. CT 46902 - Diane Martin Documentation Number 20

Conversion record New to Old
Converted from: Vehicle Details
For Item: Insured Vehicle 2011 CHEVROLET EQUINOX 4D 2LT

Body type: 4 DOOR
License plate country: United States
Did any air bag deploy?: Yes
Was a device used to free occupants from vehicle?: No
Is the entire side of the vehicle severely damaged?: No
Is the roof buckled?: No

Severe front impact?: Yes
Severe rear impact?: No
Is there undercarriage damage?: No

DOC May 21, 2015 at 1:16 p.m. CT 46902 - Diane Martin Documentation Number 21

Conversion record New to Old
Converted from: Vehicle Details
For Item: Claimant Vehicle 2003 HONDA

License plate country: United States
Equipped With Air Bags : N
Did any air bag deploy?: U
Was a device used to free occupants from vehicle?: No
Is the entire side of the vehicle severely damaged?: No
Is the roof buckled?: No
Severe front impact?: No
Severe rear impact?: No
Is there undercarriage damage?: No

DOC May 21, 2015 at 1:16 p.m. CT 46902 - Diane Martin Documentation Number 22

Conversion record New to Old
Converted from: Vehicle Details
For Item: Claimant Vehicle 2007 CHEVROLET

License plate country: United States
Equipped With Air Bags : N
Did any air bag deploy?: Yes
Was a device used to free occupants from vehicle?: No
Is the entire side of the vehicle severely damaged?: No
Is the roof buckled?: No
Severe front impact?: Yes
Severe rear impact?: No
Is there undercarriage damage?: No

DOC May 21, 2015 at 1:16 p.m. CT 46902 - Diane Martin Documentation Number 23

Conversion record New to Old
Liability Assessment
Liability Analysis has been entered on 5/21/2015 at 01:16 PM

DOC May 21, 2015 at 1:16 p.m. CT 46902 - Diane Martin Documentation Number 24

Conversion record New to Old

LIABILITY ASSESSMENT DETAILS
At Fault % Payout Determination
IV 2011 CHEVROLET EQUINOX 4 20%
CV 2003 HONDA 80% 0%
CV 2007 CHEVROLET 0% 0%
Analysis Complete?: Yes

May 21, 2015 at 1:18 p.m. CT 46902 - Diane Martin Documentation Number 25

Make Contact
Associated To: MARY KUCK
Make Contact was removed by 46902.

May 21, 2015 at 1:18 p.m. CT 46902 - Diane Martin Documentation Number 26

Make Contact
Associated To: WILLIAM KUCK
Make Contact was removed by 46902.

May 21, 2015 at 1:18 p.m. CT 46902 - Diane Martin Documentation Number 27

Make Contact
Associated To: LETIZIA JOHNSON
Make Contact was removed by 46902.

May 21, 2015 at 1:18 p.m. CT 46902 - Diane Martin Documentation Number 28

Make Contact
Associated To: Missy Howard x44366-handling BI claim
Make Contact was removed by 46902.

May 21, 2015 at 1:18 p.m. CT 46902 - Diane Martin Documentation Number 29

Take Statement
Associated To: CARY TANRATH
Status of Take Statement was changed from New to Not Applicable by 46902.

May 21, 2015 at 1:18 p.m. CT 46902 - Diane Martin Documentation Number 30

Take Statement
Associated To: THERESE HOOD

Status of Take Statement was changed from New to Not Applicable by 46902.

May 21, 2015 at 1:18 p.m. CT 46902 - Diane Martin Documentation Number 31

Take Statement
Associated To: ANTOINE JOHNSON
Status of Take Statement was changed from New to Not Applicable by 46902.

May 21, 2015 at 1:18 p.m. CT 46902 - Diane Martin Documentation Number 32

Take Statement
Associated To: MARY KUCK
Status of Take Statement was changed from New to Not Applicable by 46902.

May 21, 2015 at 1:19 p.m. CT 46902 - Diane Martin Documentation Number 33

Take Statement
Associated To: WILLIAM KUCK
Status of Take Statement was changed from New to Not Applicable by 46902.

May 21, 2015 at 1:19 p.m. CT 46902 - Diane Martin Documentation Number 34

Take Statement
Associated To: LETIZIA JOHNSON
Status of Take Statement was changed from New to Not Applicable by 46902.

May 21, 2015 at 1:19 p.m. CT 46902 - Diane Martin Documentation Number 35

Take Statement
Associated To: Missy Howard x44366-handling BI claim
Status of Take Statement was changed from New to Not Applicable by 46902.

May 21, 2015 at 4:51 p.m. CT 00001 - Documentation Number 36

Member Scheduled Appraisal Appointment
Appraisal Assignment on INSD VEHICLE 001

FIELD Appraisal Scheduled ON 05/27/15
INSURED VEHICLE Paycode = 1
Person to contact = DAVID HOOD
Placed on queue to audatex for SC 558
JERRY WOLFE 738576
Diane Martin:44662;Member scheduled appraisal;

May 21, 2015 at 4:51 p.m. CT 00001 - Documentation Number 37

Member Scheduled Appraisal Appointment
Field Scheduled ON 05/27/2015-06/01/2015 VEHICLE Paycode =
1 Person to contact = DAVID HOOD

USAA May 21, 2015 at 4:51 p.m. CT View Conversation
Your Inspection has been scheduled. Select Inspections for details.

DAVID HOOD May 21, 2015 at 4:57 p.m. CT View Conversation
You have my 2011 Chevrolet Equinox LT in your custody to be used at the time of settlement. I've been told that you have preserved it. The vehicle was a total loss. My attorney, Kevin Smith, has the pictures of the accident. The person who broadsided me admitted to having hit me causing me to cross the median and have a head-on collision with many injuries. Even though the police officer states that I was at fault, the diagram is not consistent as to what really happened at the accident site. I was not ticketed and I have a 5 year perfect driving record from the state of South Carolina.

May 21, 2015 at 5:13 p.m. CT 46902 - Diane Martin Documentation Number 38

Review Post work item completed.
Work Item was created on 05/21/2015 04:57 PM CDT

Diane Martin May 21, 2015 at 5:16 p.m. CT View Conversation
I am the adjuster assigned to this claim (loss report 7), which is for the Under Insured Motorist claim that your attorney has presented. Missy Howard is working Loss Report 5, in regard to the liability of the same accident. I have passed this information on to her, for her to respond to you under that loss. If you have any questions about this, please contact me. Thank you, Diane Martin

May 21, 2015 at 11:59 p.m. CT 99999 - Documentation Number 39

CLAIM SENT TO ISO

May 23, 2015 at 1:35 a.m. CT 99999 - Documentation Number 40

3 Matching ISO Claims Reports Found
ISO Claim Search ID : 3K003852743
All Reports Match one or more of the following Items:
License plate is identical
Phone number is identical

Name is similar
Drivers license is identical

USAA May 24, 2015 at 8:34 a.m. CT
Your claims experience is important to us. We'd like to know how we're doing so far.

May 24, 2015 at 11:38 p.m. CT 99999 - Documentation Number 41

ERROR SUBMITTING CLAIM TO ISO
ERROR MESSAGE

CLAIM NOT SENT TO ISO - NO ACTION REQ. BY CLAIM REP.

May 26, 2015 at 8:40 a.m. CT 46902 - Diane Martin Documentation Number 42

To Do Deleted - Direct Handling
To Do - Direct Handling

May 27, 2015 at 9:00 a.m. CT 81913 - Jerry Wolfe Documentation Number 43

FA wolfe recievd assignment to inspect IV for loss 007
called member was advised car was inspected and paid and had
been moved to pool . Cked file 007 no payments cked edocs
found photos of IV by shawn Mc Mullen, cked history see
loss 5 is same dol, and iv was appraised and paid for under
loss 5. The inventory number at copart savannah ga is
32976274. Since iv not in Charleston area clicked as
incomplete, if addl inspection of iv is needed to determine
if headlamps were on suggest contact Bob Brunn or Shawn Mc
Mullen. clicked assignment as incomplete

June 3, 2015 at 12:48 a.m. CT 99999 - Documentation Number 44

CLAIM SENT TO ISO

June 4, 2015 at 6:12 p.m. CT 53255 - Alisa Sumner Documentation Number 45

reviewed file
this file companion to lr #5
this file for UIM for ID Therese Hood
Suit filed/served...handled under lr #5 and answer filed
appears majority of liab on CD Johnson insured with Geico
(25/50 BI)

there are 3 exposures competing for the 25/50
comp neg 80% on Johnson and 20% on ID based on arb and
contention IV headlights not on
pending id records/bills for eval of uim claim
will continue to monitor

DOCS **June 8, 2015 at 2:47 p.m. CT** 46902 - Diane Martin Documentation Number 46

Rec'd Suit for UIM
Hood vs Johnson
Due date 7/03/2015
Suit has already been answered by adverse and a counter suit
has been filed against ID - The counter suit is being
handled under LR 6

DOCS **June 19, 2015 at 12:59 p.m. CT** 24930 - Marsha Eichman Documentation Number 47

LCA: RECD NOTICE OF NEW SUIT ON DIARY
COURT OF COMMON PLEAS FOR THE 14TH JUDICIAL CIRCUIT
STATE OF SC
COUNTY OF JASPER
THERESE HOOD V ANTOINE JOHNSON AND USAA
SERVED ON SEC OF STATE 6/3/15 AND CERT MAIL TO CT CORP 6/4/1
5DUE 7/3/15
....
REFRRING TO LIT; BI CASE IN LIT BEING HANDLED BY LIT MGR
BETSY KUSHNER

DOCS **June 20, 2015 at 11:40 a.m. CT** WBCOM - Documentation Number 48

Medicare Notification Letter 128217
Status: Submitted
Address: NGHP
P.O. Box 138832
Oklahoma City, OK 73113
Delivery Option: Mail
Channel Info: USPOST

DOCS **June 22, 2015 at 3:06 p.m. CT** 27316 - Peter Munroe Documentation Number 49

Conversion record New to Old
OLD UNIT=7904,OLD CR=13,
NEW UNIT=4231,NEW CR=21,

June 30, 2015 at 4:54 a.m. CT 99999 - Documentation Number 51

LOSS REPORT CHANGED BY WORK REASSIGNMENT
LOSS REPORT CHANGED BY WORK REASSIGNMENT:
OLD: UNIT = 04231 CH = 21 CAT CODE = 00
NEW: UNIT = 04253 CH = 01 CAT CODE = 00

June 30, 2015 at 1:35 p.m. CT 42569 - Kathy Moats Documentation Number 50

From: USAA [mailto:USAA.Web.Services@customermail.usaa.com]
Sent: Tuesday, June 30, 2015 2:31 PM
To: CE ADM SPRT; Moats, Kathy
Subject: Confidential: eDoc DVD Burn Request
USAA #: 011043223
Loss report #: 007
ALIS #: 2015-13866
Address: LeapFILE
Carlock Copeland and Stair LLP
Jack Daniel
40 Calhoun Street, Suite 400
Charleston SC 29401
Phone 843-727-0307
Comments: DO NO MAIL
Hood v Johnson - ALIS #2015-13866
Shipping Preference: Regular Mail
13 documents successfully exported.
Click link to access documents:
\\eagle.usaa.com\pnc\legal_edocs\011043223_007_2015_13866_20
150630133118
104735

July 1, 2015 at 5:35 a.m. CT 99999 - Documentation Number 52

Conversion record New to Old
OLD UNIT=4231,OLD CH=21,
NEW UNIT=4253,NEW CH=1,

August 10, 2015 at 7:07 a.m. CT 99999 - Documentation Number 53

Payment Requested
Payment Requested for USL[redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

99999 - Documentation Number 54

DOCS **August 28, 2015 at 3:33 p.m. CT**

Payment Requested
Payment Requested for USD 19.00 to payee
ONE SOURCE DOCUMENT MANAGEMENT INC for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

DOCS **August 30, 2015 at 8:42 p.m. CT** 99999 - Documentation Number 55

Payment Requested
Payment Requested for USD 4.00 to payee
ONE SOURCE DOCUMENT MANAGEMENT INC for:
Collision - 2011 CHEVROLET EQUINOX 4D 2LT

DOCS **September 5, 2015 at 4:07 a.m. CT** 99999 - Documentation Number 56

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

DOCS **September 22, 2015 at 3:17 a.m. CT** 99999 - Documentation Number 57

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

DOCS **October 24, 2015 at 3:21 a.m. CT** 99999 - Documentation Number 58

Conversion record New to Old
Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

DOCS **November 7, 2015 at 3:05 a.m. CT** 99999 - Documentation Number 59

Payment Requested

Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

December 1, 2015 at 12:38 a.m. CT 99999 - Documentation Number 60

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

DAVID HOOD December 17, 2015 at 10:58 a.m. CT View Conversation
Do you have any new information about the status of this claim.

Marcy Ryberg December 17, 2015 at 7:14 p.m. CT View Conversation
Thank you for your message. Your Litigation Manager will be notified to review and respond to your post during regular business hours for the most accurate information. Thank you for trusting USAA.

December 21, 2015 at 10:30 a.m. CT 42569 - Kathy Moats Documentation Number 61

Review Post work item completed.
Work Item was created on 12/17/2015 10:58 AM CST

Kathy Moats December 21, 2015 at 11:30 a.m. CT View Conversation
Sergeant Hood, Please contact Attorney Kevin Smith for updates on Mrs. Hood's case. Since this case involves the uninsured motorist coverage, it is not appropriate for me to communicate with you. You attorney will explain. Thank you, Kathy Moats

January 26, 2016 at 12:19 a.m. CT 99999 - Documentation Number 62

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

February 3, 2016 at 10:03 p.m. CT 99999 - Documentation Number 63

1 Matching ISO Claims Report Found
ISO Claim Search ID : 3K003852743
All Reports Match one or more of the following items:
Name is similar

February 6, 2016 at 2:27 a.m. CT 99999 - Documentation Number 64

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

February 19, 2016 at 10:39 a.m. CT 42569 - Kathy Moats Documentation Number 65

To Do Deleted - Direct Handling
To Do - Direct Handling

March 18, 2016 at 3:26 a.m. CT 99999 - Documentation Number 66

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

April 13, 2016 at 2:16 a.m. CT 99999 - Documentation Number 67

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

April 29, 2016 at 4:14 p.m. CT 16288 - Genesis Van Conant Documentation Number 68

IBC FRM COPARTS
WANTED TO KNOW FOR IV IF WE ARE KEEPING IT ON SELLER HOLD OR
RELEASE IV
SEE THAT FOR L/R 5 THAT IS THE ONE WITH IV T/L
MOST LIKELY NEED TO DELETE THIS CLAIN AS DUP

May 3, 2016 at 7:32 a.m. CT 42569 - Kathy Moats Documentation Number 69

Read diary and reviewed doc 68 - THIS IS NOT A DUPLICATE LOS
SThere are 2 separate claims - one is for the BI which is

handled under claim #5 and this one is for the UIM. Do not delete either loss report.

DOC **June 16, 2016 at 4:05 a.m. CT** 99999 - Documentation Number 70

Review Invoice for payment
Name of provider: CARLOCK COPELAND & STAIR LLP
Invoice Number: 274057
Invoice Date: 05/19/2016
Total Invoice Amount: USD [redacted]
Invoice for: THERESE HOOD
Reason for rejection: Exceeds Automated Payment Threshold

DOC **June 16, 2016 at 4:05 a.m. CT** 99999 - Documentation Number 71

Review Invoice for payment
Name of provider: CARLOCK COPELAND & STAIR LLP
Invoice Number: 274592
Invoice Date: 06/09/2016
Total Invoice Amount: USD [redacted]
Invoice for: THERESE HOOD
Reason for rejection: Exceeds Automated Payment Threshold

DOC **June 16, 2016 at 4:04 p.m. CT** 42569 - Kathy Moats Documentation Number 72

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

DOC **June 16, 2016 at 4:04 p.m. CT** 42569 - Kathy Moats Documentation Number 73

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

DOC **August 9, 2016 at 11:15 a.m. CT** 99999 - Documentation Number 74

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:

Was a device used to free occupants from vehicle?: No
Is the entire side of the vehicle severely damaged?: No
Is the roof buckled?: No
Severe front impact?: No
Severe rear impact?: No
Is there undercarriage damage?: No

DOC **October 17, 2016 at 10:38 a.m. CT** 42569 - Kathy Moats Documentation Number 79

Conversion record New to Old
Converted from: Vehicle Details
For Item: Claimant Vehicle 2007 CHEVROLET TAHOE 4D

License plate country: United States
Did any air bag deploy?: Yes
Was a device used to free occupants from vehicle?: No
Is the entire side of the vehicle severely damaged?: No
Is the roof buckled?: No
Severe front impact?: Yes
Severe rear impact?: No
Is there undercarriage damage?: No

DOC **October 17, 2016 at 10:38 a.m. CT** 42569 - Kathy Moats Documentation Number 80

Conversion record New to Old
Liability Assessment
Liability Analysis has been entered on 10/17/2016 at 10:38 AM

DOC **October 17, 2016 at 10:38 a.m. CT** 42569 - Kathy Moats Documentation Number 81

Conversion record New to Old
LIABILITY ASSESSMENT DETAILS
At Fault & Payout Determination
IV 2011 CHEVROLET EQUINOX 0 50%
CV 2003 HONDA 50% 0%
CV 2007 CHEVROLET TAHOE 4D 0% 0%
Analysis Complete?: No

DOC **October 18, 2016 at 11:16 a.m. CT** 99999 - Documentation Number 82

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury
- THERESE HOOD

Hood_USAA_0018

DOCS **October 20, 2016 at 6:49 a.m. CT** 46902 - Diane Martin Documentation Number 83

Conversion record New to Old
Converted from: Vehicle Details
For Item: Insured Vehicle 2011 CHEVROLET EQUINOX 4D 2LT

Body type: 4 DOOR
License plate country: United States
Did any air bag deploy?: Yes
Was a device used to free occupants from vehicle?: No
Is the entire side of the vehicle severely damaged?: No
Is the roof buckled?: No
Severe front impact?: Yes
Severe rear impact?: No
Is there undercarriage damage?: No

DOCS **October 20, 2016 at 6:49 a.m. CT** 46902 - Diane Martin Documentation Number 84

Conversion record New to Old
Converted from: Vehicle Details
For Item: Claimant Vehicle 2003 HONDA

License plate country: United States
Equipped With Air Bags : N
Did any air bag deploy?: U
Was a device used to free occupants from vehicle?: No
Is the entire side of the vehicle severely damaged?: No
Is the roof buckled?: No
Severe front impact?: No
Severe rear impact?: No
Is there undercarriage damage?: No

DOCS **October 20, 2016 at 6:49 a.m. CT** 46902 - Diane Martin Documentation Number 85

Conversion record New to Old
Converted from: Vehicle Details
For Item: Claimant Vehicle 2007 CHEVROLET TAHOE 4D

License plate country: United States
Did any air bag deploy?: Yes
Was a device used to free occupants from vehicle?: No
Is the entire side of the vehicle severely damaged?: No
Is the roof buckled?: No
Severe front impact?: Yes
Severe rear impact?: No
Is there undercarriage damage?: No

DOCS **October 20, 2016 at 6:49 a.m. CT** 46902 - Diane Martin Documentation Number 86

Conversion record New to Old
Liability Assessment
Liability Analysis has been entered on 10/20/2016 at 06:49 AM

DOCS **October 20, 2016 at 6:49 a.m. CT** 46902 - Diane Martin Documentation Number 87

Conversion record New to Old
LIABILITY ASSESSMENT DETAILS
At Fault % Payout Determination
IV 2011 CHEVROLET EQUINOX 4 50%
CV 2003 HONDA 50% 0%
CV 2007 CHEVROLET TAHOE 4D 0% 0%
Analysis Complete?: Yes

DOCS **November 18, 2016 at 12:04 p.m. CT** 99999 - Documentation Number 88

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury - THERESE HOOD

DOCS **December 21, 2016 at 2:19 p.m. CT** 99999 - Documentation Number 89

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury - THERESE HOOD

Reviewing Integrated View oldest to newest

Data as of 03-20-2017 at 9:53:05 AM CT

Refresh | Close

SERGEANT DAVID HOOD # 1104 32 23 L/R # 7 DOL: 11/07/2014

Refresh | Close

Integrated View

Sort Order: Oldest

< Page 2

Available Actions
- Claims Documentation
- Start New Conversation
- Refresh Page
- Close Page

January 11, 2017 at 11:14 a.m. CT 99999 - Documentation Number 90

Review invoice for payment
Name of provider: CARLOCK COPELAND & STAIR LLP
Invoice Number: 283156
Invoice Date: 01/06/2017
Total Invoice Amount: USD [redacted]
Invoice for: THERESE HOOD
Reason for rejection: Exceeds Automated Payment Threshold

January 19, 2017 at 12:27 p.m. CT 42569 - Kathy Moats Documentation Number 91

Payment Requested
Payment Requested for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury - THERESE HOOD

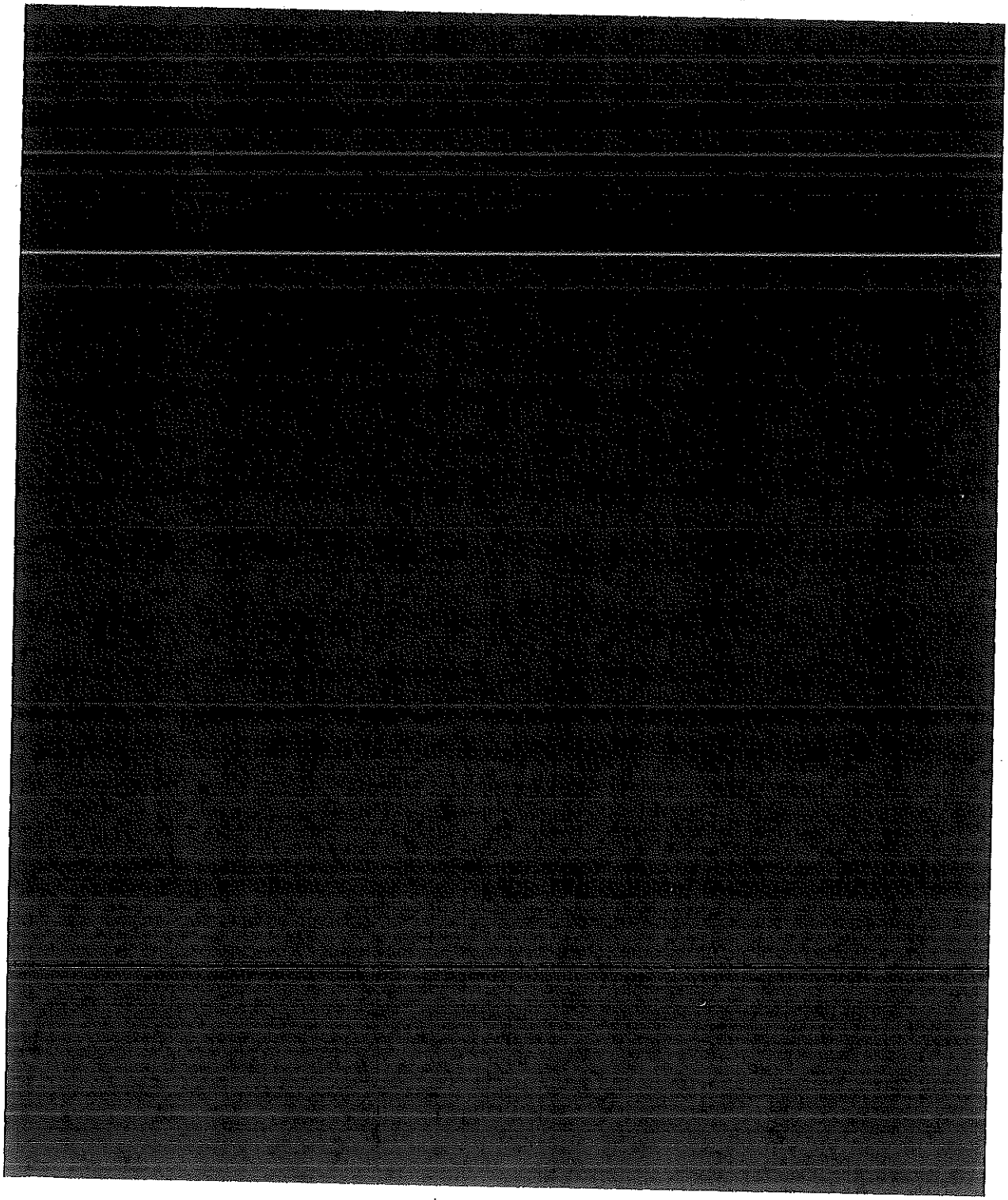
January 19, 2017 at 1:30 p.m. CT 33661 - Ronald Vestal Documentation Number 92

Payment Approved
Payment Approved for USD [redacted] to payee
CARLOCK COPELAND & STAIR LLP for:
Underinsured Motorists-Underinsured Motorists Bodily Injury - THERESE HOOD

[redacted]

March 8, 2017 at 11:22 a.m. CT 99999 - Documentation Number 94

Payment Requested
Payment Requested for USD 1306.25 to payee
W POPLIN ENGINEERING LLC for:
Underinsured Motorists-Underinsured Motorists Bodily Injury - THERESE HOOD



SERGEANT DAVID HOOD # 1104 32 23 L/R # 7 DOL: 11/07/2014

Loss Summary

Add to Loss: -- SELECT -- add

- Loss Event Overview
- DAVID HOOD - Member
- Loss Details
- Claims Plan
- Alerts
- Exposures
- Invoices & Receipts
- Payments
- Reinsurance
- Liability Assessment
- Policy
- Hilton Head Police - Police/Fire
- CREW TANGATH - Witness
- Mary Howard 442866-handling PI claim - O
- Jack Daniel - Property Conveyor and Sign - P
- 2105 USAA SC auto policy - Effective 11-1-1
- IV 2013 CHEVROLET EQUINOX 4D 2LT
  - THERESE HOOD - Driver
    - KEVIN SMITH - Attorney
    - Hilton Head Memorial Hospital - Hospital
    - 03/07/15 Employee dicsed on this claim
  - DAVID HOOD - Owner
- CV 2003 HONDA
  - ANTOINE JOHNSON - Driver
    - GREGORY WEATHERS - Attorney
    - Hilton Head Memorial Hospital - Hospital
    - Geico - Insurance
  - LETITIA JOHNSON - Owner
- CV 2007 CHEVROLET TAHOE 4D
  - WILLIAM KUCK - Driver
    - SHANE BURROUGHS - Attorney
    - Hilton Head Memorial Hospital - Hospital
    - Allstate - Insurance
  - MARY KUCK - Owner, Passenger
    - SHANE BURROUGHS - Attorney
    - Allstate - Insurance
- eDocs

Toolbar | Claims Documentation | Integrated View | Refresh | Exit

Details | Injury Summary | Injury Evaluation | eDocs | Claims Plan | Payment Preference

Injury Evaluation

Evaluation #1 **Status: Complete and Authority Granted**

Loss and Injured Party Details

Name: THERESE HOOD
Role: Insured Vehicle Driver
Marital Status: Married
Year, Make, Model of IV: 2011 CHEVROLET EQUINOX 4D 2LT
IV Damage Description: lt ft crnr, lt bmpr, rt ft crnr, rt fndr
IV Gross Estimate:
Physical Evidence: Hard impact - Compelling photos - USAA DIR 500/500.
Loss Location: South Carolina
Occurrence County: Beaufort
Type of Loss: Collision — Failure to yield right of way
Negligence Type: Comparative Negligence - Modified Form Not Greater Than
Loss, Liability and Coverage Notes: 6:00 pm Johnson pulling out of a Dunkin Donuts to cross into the median to make a left. He pulled into the path of Hood. Impact to Hood's right side pushed it into oncoming traffic and his knee hood on. Airbags did not deploy. Hood had head lights on. Plaintiffs report supports they did. Police report indicated Hoods lights were not on upon police arrival and Hood will possibly they had turned them off prior to the police arriving.

Date of Birth: 07/22/1954
Gender: Female
Occupation: None
Base State: South Carolina
Excess or Umbrella Policy? No

Coverage	Description	Reserves	Indemnity Paid to Date
Underinsured Motorists	Coverage selected	$250,000	

Injury Details

Diagnosis: Traumatic right ankle with ORIF
Acute transverse process fracture of lumbar vertebra 1-3
Acute C6 fracture
Left hip pain
Acute nondisplaced anterior left 3rd through 6th rib fractures
Rib cage with bruising from seatbelt

Complaints: Right ankle pain (with ORIF)
Abdomen pain caused by rib fractures (no treatment)
Neck/low back pain with fractures (no treatment)
Headaches with dizziness

Treatment and Duration: 11-7-14 - 11-12-14 EMS to ER from scene with abdomen pain/lower ankle pain - CT's of thorax, neck, spine, abdomen/pelvis, head/brain, neck angiography - xrays of pelvis, ankle and ribs/chest - admitted to monitor and ankle surgery, 11-8-14 right ankle ORIF with syndesmosis screw/plate - posterior molded splint - extremely unstable and comminuted fracture, Saline RAA outlined
11-9-14 Savannah Cardiology - at hospital, 11-7-14 to 11-12-14 Tobia Bone & Joint (in hospital) - closed fracture of lumbar vertebra, contusion of multiple sites of trunk, open injury, ankle fracture
11-12-14 Discharged - provided with a walker - Non displaced Hairline fracture involving left transverse Process C6 and C7. Transferred to Savannah Regional Medical Center due to vertebral artery occlusion - 1578,347.16)

11-13-14 Charlton Ortho - Right ankle fracture - continue non weightbearing , physical therapy soon cleared

11/17/14 - 11/26/14 Coliwalth Post Acute Care - NWB on 11/26/14 - fall risk 1/10 - limited ROM upper and lower extremities - went to ER on 11-17-14 for foot swelling in cast, broke one rod and pins assisting in bar right rib/rib - cast in loose and needs surgery
11-25-14 left cervical vertebral fracture, CTP angiogram performed

12-1-14 - 5-29-15 Lowcountry Ortho - left ankle fracture w/surgery, right ankle edema from brokked - ambulating with walker - healed the the fracture
going better, healing nicely, 25% weight bearing on cast boot - remove 1 month to remove screw
remove screw - leave rest of hardware in place for 6 months
still with pain, start therapy
pain, swelling, spasms - may wearing boot as often as she would - fracture healing satisfactory w/o change - continue PT - prefers HEP
doing well - no complaints

11-22-14 to 01-06-15 MUSC ($63,427 total charges)
Cast is loose, dizzy when standing, neck angiogram C6 fracture, C5-6, C6-7 HDD - follow up with neuro - refer to the stroke clinic (9-1-15), stroke neuro - explain her stroke prevention - refer to PT (10-1-15), CT angiogram (left vertebral artery with healing of the dissection, healing C6 fracture (10-30-15), dizzy/ataxia and extensive eval with ENT, Opthamology and Neuro (11-25-15), ENT no evidence of seizure, refer to neuro Risk (12-17-15), Risk, TMJ symptoms, Psychosomatic component, refer to vestibular therapy and sleep/Anxiety Group

02-13-15 Charleston ENT - dizzy - refer to neurology

Gaps or Delays in Treatment: Insignificant

Prognosis or Future Treatment: Unknown

Prior Injuries or Pre-existing Conditions: Multilevel degenerative changes - DDD, prominent osteophytes and vacuum disc noted at L5-S1, C4-5 degenerative mild anterolisthesis
ADD, Bipolar disorder, depressive disorder, dyslipidemia and Parkinson's disease
Fatty liver, sclerosing cholangitis, autoimmune hepatitis and chronic

02094

June chamber, several miles unmentionable

Additional Notes: UIM coverage 3500,000/3500/000 per person/per accident
This claim was opened for UIM $plit - Suit was filed on LP & Hood vs Johnson.
Then a counter suit was filed Johnson vs Hood.
2 plaintiffs - Hood also have significant bodily injury claims against Plaintiff/Hood pending.
The bodily injury claims against Hood are being handled by Senior IM Dina Hester
Witness Dustin Lee - driving in the left lane, Plaintiff came up behind him and started to tailgate him, Lee moved to the right lane to allow her to pass. He drives 4 mph over the speed limit and plaintiff easily passed him. Lee states Plaintiff vehicle only had the parking lights on at the time.

Damages

Special

Medicals Claimed: $207,202 **Medicals Allowed:** $207,202 **Medicals Paid:**
Wages Claimed: **Wages Allowed:** **Are there any futures?** No

Total Specials Allowed: $207,202

General

Adjuster Low: $242,798 **Adjuster High:** $342,798

Settlement

Value

Claimant Comparative Negligence: 50%
Underlying Coverage Offset: (25,000)

Value Range: $200,000 — $250,000

Authorized Up To: $250,000
Authorization Notes: Claims authority conference conducted today and authority granted for $250,000 regarding UIM claim for Therese Hood.

Liens

Lien Type	Lienholder	Lien Amount
Medical	Medicare	

Strategy

Were there aggravating circumstances? No

Negotiation Points: Geico/Johnson has bodily injury BI limits of $25,000 per person/$50,000 per accident
USAA UIM 300/500 for this loss.

Liability issue - our evaluation is the evidence will support probable liability fromm with Johnson.

Johnson stated the plaintiff was driving without her headlights. Police report also indicates that plaintiff even corrected to the left hitting Hood head on
The police report shows Plaintiff vehicle running lights were not on upon his arrival (confirmation of our video canvas)
Primary contributing factors were lights and over correction/over steering by the plaintiff
Police report shows Johnson did not contribute to collision and that Hood also contribute to collision
There is question about the time of the accident and whether she was required to have them on or not. Police report shows Dark (no lights). Time of accident 9:54. It is a 35mi zone. Also, the plaintiffs attorney has hired an expert to review the headlights on the plaintiff vehicle. That report not determined that the plaintiffs vehicle did have and headlights on at the time of the accident. The project will be able to testify upon arrival headlights were not on and witnessed in the dashcam but did not preserve the dashcam and refered to the PD which she can testify about.

Venue is Jasper County, very liberal venue in South Carolina

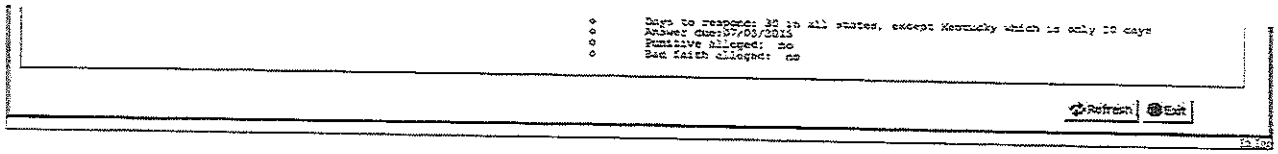
Plaintiff has complex knee fracture with complications.

Hood has a companion BI suit pending against Johnson and Geol.

Mediation 10/26. No UIM Negotiations to date

Negotiations

Date	Type	Amount	Recorded by	Notes
06/19/2015 01:00 p.m. CT			24930	LOA: ADCR NOTICE OF SUM SUIT ON BEARY COURT OF COMMON PLEAS FOR THE 14TH JUDICIAL CIRCUIT STATE OF SC COUNTY OF JASPER THERESE HOOD V ANTOINE JOHNSON AND USAA SERVED ON SOC OF STATE 6/3/15 AND CERT MAIL TO CT CORP 6/4/15 SOUR 7/3/15 REFERING TO LIT: BI CASE IN LIT BEING HANDLED BY LIT MGR BETSY KUSHNER
06/19/2015 04:22 p.m. CT			53355	Manager Review -- this is split file...potential UIM for Hood -- Hood filed suit against Johnson and Johnson's carrier Geico waived and counterclaim against Hood -- LIT to be set up for the BI claim Johnson to counter against Hood and LIT Mgr Betsy Kushner is handling and has assigned out to d/c Clawson and Stanbro -- no word served as UIM carrier and answer due 7/3 ** file needs to be returned to d/c Carlock and Copeland to answer on behalf of USAA per the UIM claim made by Hood
06/26/2015 02:26 p.m. CT	Time Demand Received: 06/04/2015 Due: 07/03/2015	$0	54632	SUIT TEMPLATE o Date of service: 06/05/2015 o Case number: 2015CP2700119 o Person served: CT Corp o Type of service (personal/certified mail): Certified Mail o County: Jasper o Court: Cample County Court of Common Pleas o Date filed: 06/17/2015 o Styled (plaintiff vs. defendant): Hood vs Johnson


Days to response: 30 in all states, except Kentucky which is only 20 days
Answer due:07/03/2015
Punitive alleged: no
Bad faith alleged: no
Refresh
Exit

SERGEANT DAVID HOOD # 1104 32 23 L/R # 7 DOL: 11/07/2014

Loss Summary

Add to Loss: - Select - add

- Loss Event Overview
  - DAVID HOOD - Member
  - Loss Details
  - Claims Plan
  - Alerts
  - Assessment
  - Invoices & Remarks
  - Payments
  - Diagnosis
  - Liability Assessment
  - Policy
  - Hilton Head Police - Police/Fire
  - ZACK TENEATH - Witness
  - Mary Mowatt (44758) Reporting PI claim - P
  - Jay Daniel - Corner Completed and Sign - P
  - 2013 USAA SC auto policy - Effective 11-21
- CV 2011 CHEVROLET EQUINOX 4D 2LT
  - THERESE HOOD - Owner
  - KEVIN SMITH - Attorney
  - Hilton Head Memorial Hospital - Hospital
  - 02/02/16 Employee slipped on the step
  - DAVID HOOD - Owner
- CV 2003 HONDA
  - ANTOINE JOHNSON - Driver
    - GREGORY WEATHERS - Attorney
    - Hilton Head Memorial Hospital - Hospital
    - Geico - Insurance
  - LETITIA JOHNSON - Owner
- CV 2007 CHEVROLET TAHOE 4D
  - WILLIAM KLICK - Driver
    - SHANE RIBBOUSHE - Attorney
    - Hilton Head Memorial Hospital - Hospital
    - Allstate - Insurance
  - MARY KLICK - Owner, Passenger
    - SHANE RIBBOUSHE - Attorney
    - Allstate - Insurance
- eDocs

Toolbar | Claims Documentation | Integrated View

Refresh | Exit

Details | Injury Summary | Injury Evaluation | eDocs | Claims Plan | Payment Preference

Injury

Injured Person

Medicare Information

Medicare Status: Confirmed Medicare Beneficiary as of 08/20/2015 HICN: 085555251A

Name	Role	Description
THERESE HOOD	Insured Vehicle Driver	2011 CHEVROLET EQUINOX 4D 2LT

Injury Scene

Brief Injury Description

right ankle fracture w/dislocation, fractured ribs

Restraining Device Used

Seat belt

Associated People

Name	Role
KEVIN SMITH	Attorney
Hilton Head Memorial Hospital	Hospital
02/02/16 Employee slipped on the step when exiting the bus	Other - Workers Compensation

Exposures

Description	Reserve	Total Paid	Status
Underinsured Motorists	$250,000		Open

Diagnosis

Type	Date	Description	Code
Initial Diagnosis			
	05/20/2015	Torso, Rib, Fracture, Closed	S27.C0
	05/20/2015	Right lower fmb, Ankle, Fracture, Closed	S24.0
Actual Diagnosis			

Damages

Description

Billed Amount

Total medicals billed:

Refresh | Exit

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Overview :
Vehicles : 03
Passengers : 01
Injuries : 04
Pedestrians : 00
Witnesses : 01
Attorneys : YES
Police/Fire Report : Yes
Status : Work In Progress
Document Routing : eDocs
Document Routing History EDOCS
Catastrophe : 00
Initial Loss Description : cv1 pulled out into iv and then iv hit cv2

When and Where :
Type of loss : Collision
Date and time of loss : 11-07-2014 06:00 PM Location : HWY 278
HILTON HEAD South Carolina
United States

Reporting Person Details :
Name : DAVID HOOD
Primary mailing Address :
832 N AYLESBURY RD
GOOSE CREEK South Carolina 29445 5700
United States
Email Address : we.hoods@live.com
Home: (843)574-0105
Cell: (843)814-1113
Temporary phone: (843)574-0105
Additional notes :

Loss Details :
Name :DAVID HOOD
Roles : Insured Vehicle Owner Member Insured Reporting person
Date & Time : 05-20-2015 02:43 PM CST
Statement : ID RS Summary Hwy 278 Approx 6:00 pm - not dark - Weather was clear and roads were dry - headlights are automatic switch - they are always in the on position. On and shining 2 LEW - Was traveling in the left lane -- PSL 45 - ID speed just passing intersection so was accelerating -- maybe going 30 mph - the accident occurred passed the intersection about 300 ft - she had not gotten up to speed yet. heading toward hilton head - 2 miles from destination - saw in her periphial vision from the right - CV was coming from the side street - she swerved away from him to the left. she feels he was trying to cross over the lanes to go opposite direction through the median He hits her vehicle - passenger side front wheel and dragged across her vehicle - and pushed her into the median and in to oncoming traffic colliding with another vehicle POI on CV - is unknown She talked to one of the witnesses and she was assisted by her to get out of the vehicle - she is unaware if witness spoke to police. ID was not

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION.
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Statement : given any citation

Witness Details :
Name : CARY TANRATH

Primary mailing Address :
104 BINNACLE COURT
SAVANNAH Georgia 31410
United States

Email Address :
Home: (912)412-6355
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Witness Location :
Location during incident :
Other Details :
How Was this Person Involved ?
Name : Missy Howard x44366-handling BI claim
Contact Name : Chris Nickles at Clawson and Staubbs is handling the BI claims

Email Address :
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Other Details :
How Was this Person Involved ? Defense Counsel
Name : Jack Daniel - Carlock Copeland and Stair LLP
Contact Name :

Primary mailing Address :
40 CALHOUN STREET
CHARLESTON South Carolina 29401
United States
Additional Info : PSP #101017
Email Address : jdaniel@carlockcopeland.com
Work: (843)727-0307
Cell:
Temporary phone:
Fax: (843)727-2995
Additional notes : methridge@carlockcopeland.com

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Other Details :
How Was this Person Involved ? Effective 11-1-14 to 5-1-15
Name : 7103 USAA SC auto policy
Contact Name :

Email Address :
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Vehicle Details :
This vehicle may be a total loss

Insured Vehicle 2011 CHEVROLET EQUINOX 4D 2LT
VIN : 2CNFLPE54B6418470
Vehicle Type : Truck/SUV Color : Red
License plate Number : V32138 South Carolina United States
Equipped with airbags ? Yes

Damage Details :
First point of Impact : Right front side
Second point of impact :
Damage Description : lt ft crnr, ft bmpr, rt fr crnr, rt fndr
Is the vehicle drivable? : NO
Did any airbag deploy? : YES
Did the vehicle completely roll over? : NO
Severe front impact? : YES
Severe rear impact? : NO
Is the roof buckled? : NO
Is the entire side of the vehicle severely damaged? : NO
Was a device used to free occupants from vehicle? : NO
Is there undercarriage damage? : NO
Prior damage : unk
Diminution value ? :

Vehicle Location :

Viewing Site
Name : Unknown
Contact Name : Unknown
Location : 832 N Aylesbury Rd
Goose Creek South Carolina 29445 0570
United States

Home:
Work:
Cell:
Temporary phone:
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Fax:

Vehicle Owner Details For 2011 CHEVROLET EQUINOX 4D 2LT

Name : DAVID HOOD

Primary mailing Address :
832 N AYLESBURY RD
GOOSE CREEK South Carolina 29445 5700
United States

Email Address : we.hoods@live.com
Home: (843)574-0105
Cell: (843)814-1113
Temporary phone: (843)574-0105
Additional notes :

Date of Birth : 12-13-1955 Gender : Male
Marital Status : Age :
Age category : Occupation :
SSN :

Drivers license : 101204334 South Carolina United States

Driver Details For 2011 CHEVROLET EQUINOX 4D 2LT

Name : THERESE HOOD

Primary mailing Address :
832 N AYLESBURY RD
GOOSE CREEK South Carolina 29445 5700
United States

Email Address : terry.m.hood@gmail.com
Cell: (843)614-2392
Temporary phone:
Additional notes :

Date of Birth : 07-22-1954 Gender : Female
Marital Status : Married Age :
Age category : Occupation : None
SSN :
Was this person Injured? : Yes
Is this person a member of the Insureds household? : Yes
Relationship to Insured : SPOUSE

Drivers license : 101202433 South Carolina United States

Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Contact Made :
Date : 05-20-2015
Time : 02:43 PM
Time Zone : CST

Injury Scene:

Injury resulted in death :	No
Visible injury :	No
Injury complaint :	Yes
Brief injury description :	right ankle fracture w/surgery, fractured ribs
Restraining device used :	Seat belt
Medical treatment received :	Yes
Where treated :	HOSPITAL
Taken by :	

Injury Details:

Initial Injury 001
Code :
807.00
Description :
Torso, Ribs, Fracture, Closed

Initial Injury 002
Code :
824.0
Description :
Right lower limb, Ankle, Fracture, Closed

Injury notes :

Intending to seek further medical attention :	Yes
Injury causing work loss :	Unknown
Currently treating for prior injuries :	Unknown
Prior injuries resulting from an accident :	
Currently treating for pre-existing health conditions :	Unknown
Pre-existing health conditions :	

Attorney Details:

Name : KEVIN SMITH

Firm Name : Hoffman Law Firm
Contact Name :
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Reference Number :

Primary mailing Address : 7087 RIVERS AVENUE
NORTH CHARLESTON South Carolina 29406
United States

Email Address :
Work: (843)769-7077
Cell:
Temporary phone:
Fax: (843)769-4567
Additional notes :

Notification Date :
Representation Date :
Law Suit Date :
Resolution Date :

Hospital Details:
Name : Hilton Head Memorial Hospital
Contact Name :
Reference Number :
Primary mailing Address : HILTON HEAD South Carolina
United States

Email Address :
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Other Details For 2011 CHEVROLET EQUINOX 4D 2LT
How Was this Person Involved ? Workers Compensation
Name : 02/02/16 Employee slipped on bus step when exiting the bus
Contact Name :
Reference Number :
Email Address :
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Vehicle Details :
This vehicle may be a total loss

Claimant Vehicle 2003 HONDA
VIN : 1HGCM66553A031414 Color : Blue
Vehicle Type : Body type :
License plate Number : 9819EJ South Carolina United States
Equipped with airbags ?

Damage Details :
First point of Impact :
Second point of impact :
Damage Description : lt ft crnr, ft bmpr, rt fr crnr
Is the vehicle drivable? : NO
Did any airbag deploy? : Unknown
Did the vehicle completely roll over? : NO
Severe front impact? : NO
Severe rear impact? : NO
Is the roof buckled? : NO
Is the entire side of the vehicle severely damaged? : NO
Was a device used to free occupants from vehicle? : NO
Is there undercarriage damage? : NO
Prior damage : unk
Diminution value ? : NO

Vehicle Owner Details For 2003 HONDA

Name : LETIZIA JOHNSON

Primary mailing Address :
890 CHERRY HILL
RIDGELAND South Carolina 29936
United States
Email Address :
Home:
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Date of Birth : Gender :
Marital Status : Age :
Age category : Occupation :
SSN :
Does this person have insurance? : Yes

Print Date and Time : 2017-03-20 09.25.40 AM Page - 007

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

United States

Insurance company Details:
Name : Geico
Contact Name : Mona
Policy Number :
Claim Number :
Primary mailing Address :
ONE GEICO CENTER
MACON Georgia 31296
United States
Email Address :
Work: (478)621-1708
Cell:
Temporary phone:
Fax: (202)354-4691
Additional notes :

Driver Details For 2003 HONDA

Name : ANTOINE JOHNSON

Primary mailing Address :
890 CHERRY HILL ROAD
RICHLAND South Carolina 29936
United States
Email Address :
Home: (843)338-4115
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Date of Birth : 07-14-1994 Gender :
Marital Status : Age : 20
Age category : Occupation :
SSN :
Was this person Injured? : Yes
Does this person have insurance? : Yes

Drivers license : 090599159 South Carolina United States

Contact Made :
Date : 05-20-2015
Time : 02:43 PM
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Time Zone : CST

Injury Scene:

Injury resulted in death :	No
Visible injury :	No
Injury complaint :	Yes
Brief injury description :	neck and back pain
Restraining device used :	Seat belt
Medical treatment received :	
Where treated :	HOSPITAL
Taken by :	

Injury Details:
Injury notes :

Intending to seek further medical attention :
Injury causing work loss :
Currently treating for prior injuries :
Prior injuries resulting from an accident :

Currently treating for pre-existing health conditions :
Pre-existing health conditions :

Attorney Details:

Name : GREGORY WEATHERS

Firm Name : Smith Law
Contact Name :
Reference Number :

Primary mailing Address :

PO BOX 4209
PAWLEYS ISLAND South Carolina 29585
United States

Email Address :
Work: (843)237-9550
Cell:
Temporary phone:
Fax: (843)237-9056
Additional notes :

Notification Date :
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Representation Date :
Law Suit Date :
Resolution Date :

Hospital Details:
Name : Hilton Head Memorial Hospital
Contact Name :
Reference Number :
Primary mailing Address :
HILTON HEAD South Carolina
United States

Email Address :
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Insurance company Details:
Name : Geico
Contact Name : Mona (BI 25/50)
Policy Number :
Claim Number : 0381534410101056
Primary mailing Address :
ONE GEICO CENTER
MACON Georgia 31296
United States

Email Address :
Work: (478)621-1708
Cell:
Temporary phone:
Fax: (202)354-4691
Additional notes :

Vehicle Details :
This vehicle may be a total loss

Claimant Vehicle 2007 CHEVROLET TAHOE 4D
VIN : 1GNFK13027R11116 Color :
Vehicle Type : Truck/SUV Body type :
License plate Number : T5214 South Carolina United States
Equipped with airbags ?

Damage Details :
First point of Impact : Front
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Second point of impact :
Damage Description : lt ft crnr, lt fndr, ft bmpr, hood, rt fr crnr, rt fndr
Is the vehicle drivable? : NO
Did any airbag deploy? : YES
Did the vehicle completely roll over? : NO
Severe front impact? : YES
Severe rear impact? : NO
Is the roof buckled? : NO
Is the entire side of the vehicle severely damaged? : NO
Was a device used to free occupants from vehicle? : NO
Is there undercarriage damage? : NO
Prior damage : unk
Diminution value ? :

Vehicle Owner Details For 2007 CHEVROLET TAHOE 4D

Name : MARY KUCK

Primary mailing Address :

2286 HOFFMAN DRIVE
ORANGEBURG South Carolina 29118
United States

Email Address :
Home:
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Date of Birth :
Marital Status :
Age category :
SSN :
Gender :
Age :
Occupation :
Does this person have insurance? : Yes

United States

Attorney Details:

Name : SHANE BURROUGHS

Firm Name : Law Offices of Lanier and Burroughs
Contact Name :
Reference Number :

Primary mailing Address :
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

250 GIBSON STREET
ORANGEBURG South Carolina 29116
United States

Email Address :
Work: (803)268-9800
Cell:
Temporary phone:
Fax: (803)531-3465
Additional notes :

Notification Date :
Representation Date :
Law Suit Date :
Resolution Date :

Insurance company Details:
Name : Allstate
Contact Name : Justin Smith
Policy Number :
Claim Number : 0347461238
Email Address :
Work: (803)213-3743
Cell:
Temporary phone:
Fax:
Additional notes :

Driver Details For 2007 CHEVROLET TAHOE 4D

Name : WILLIAM KUCK

Primary mailing Address :
2286 HOFFMAN DRIVE
ORANGEBURG South Carolina 29118
United States

Email Address :
Home: (803)535-9588
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Date of Birth : 08-29-1952 Gender :
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Marital Status :
Age category :
SSN :
Was this person Injured? : Yes
Does this person have insurance? : Yes

Age :
Occupation :

United States

Contact Made :
Date : 05-20-2015
Time : 02:43 PM
Time Zone : CST

Injury Scene:
Injury resulted in death : No
Visible injury :
Injury complaint :
Brief injury description : fractured leg - unknown which leg
Restraining device used : Seat belt
Medical treatment received : Yes
Where treated : HOSPITAL
Taken by :

Injury Details:
Injury notes :

Intending to seek further medical attention :
Injury causing work loss :
Currently treating for prior injuries :
Prior injuries resulting from an accident :

Currently treating for pre-existing health conditions :
Pre-existing health conditions :

Attorney Details:

Name : SHANE BURROUGHS

Firm Name : Law Offices of Lanier and Burroughs
Contact Name :
Reference Number :

Primary mailing Address :

250 GIBSON STREET

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

ORANGEBURG South Carolina 29116
United States

Email Address :
Work: (803)268-9800
Cell:
Temporary phone:
Fax: (803)531-3465
Additional notes :

Notification Date :
Representation Date :
Law Suit Date :
Resolution Date :

Hospital Details:
Name : Hilton Head Memorial Hospital
Contact Name :
Reference Number :
Primary mailing Address :
HILTON HEAD South Carolina
United States

Email Address :
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Insurance company Details:
Name : Allstate
Contact Name : Justin Smith
Policy Number :
Claim Number :
Email Address :
Work: (803)213-3743
Cell:
Temporary phone:
Fax:
Additional notes :

Passenger Details For 2007 CHEVROLET TAHOE 4D

Name : MARY KUCK

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Primary mailing Address :

2286 HOFFMAN DRIVE
ORANGEBURG South Carolina 29118
United States

Email Address :
Home:
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

Date of Birth :
Marital Status :
Age category :
SSN :
Gender :
Age :
Occupation :
Was this person Injured? : Yes
Does this person have insurance? : Yes

Contact Made :
Date : 05-20-2015
Time : 02:43 PM
Time Zone : CST

Injury Scene:

Injury resulted in death :	No
Visible injury :	No
Injury complaint :	Yes
Brief injury description :	neck and back
Where seated :	Front passenger side
Restraining device used :	Seat belt
Medical treatment received :	Yes
Where treated :	
Taken by :	

Injury Details:
Injury notes :

Intending to seek further medical attention :
Injury causing work loss :
Currently treating for prior injuries :
Prior injuries resulting from an accident :

Currently treating for pre-existing health conditions :
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Pre-existing health conditions :

Attorney Details:

Name : SHANE BURROUGHS

Firm Name : Law Offices of Lanier and Burroughs
Contact Name :
Reference Number :

Primary mailing Address :
250 GIBSON STREET
ORANGEBURG South Carolina 29116
United States

Email Address :
Work: (803)268-9800
Cell:
Temporary phone:
Fax: (803)531-3465
Additional notes :

Notification Date :
Representation Date :
Law Suit Date :
Resolution Date :

Insurance company Details:
Name : Allstate
Contact Name : Justin Smith
Policy Number :
Claim Number : 0347461238
Email Address :
Work: (803)213-3743
Cell:
Temporary phone:
Fax:
Additional notes :

Investigative Details :
Was a state report filed ? Yes
Name of department : HIlton Head Police
Print Date and Time : 2017-03-20 09.25.40 AM

USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

Requested by : K5957 Unit-Ch : 04251-00008
USAA Customer : 011043223 DAVID HOOD
L/R Number : 0007

Did this agency come to scene?
Agency type : Local Police
Precinct number :
Case number :
Was a report filed with this agency? Yes
Date reported :
Time reported :
Agent name :
Badge number :

Email Address :
Work:
Cell:
Temporary phone:
Fax:
Additional notes :

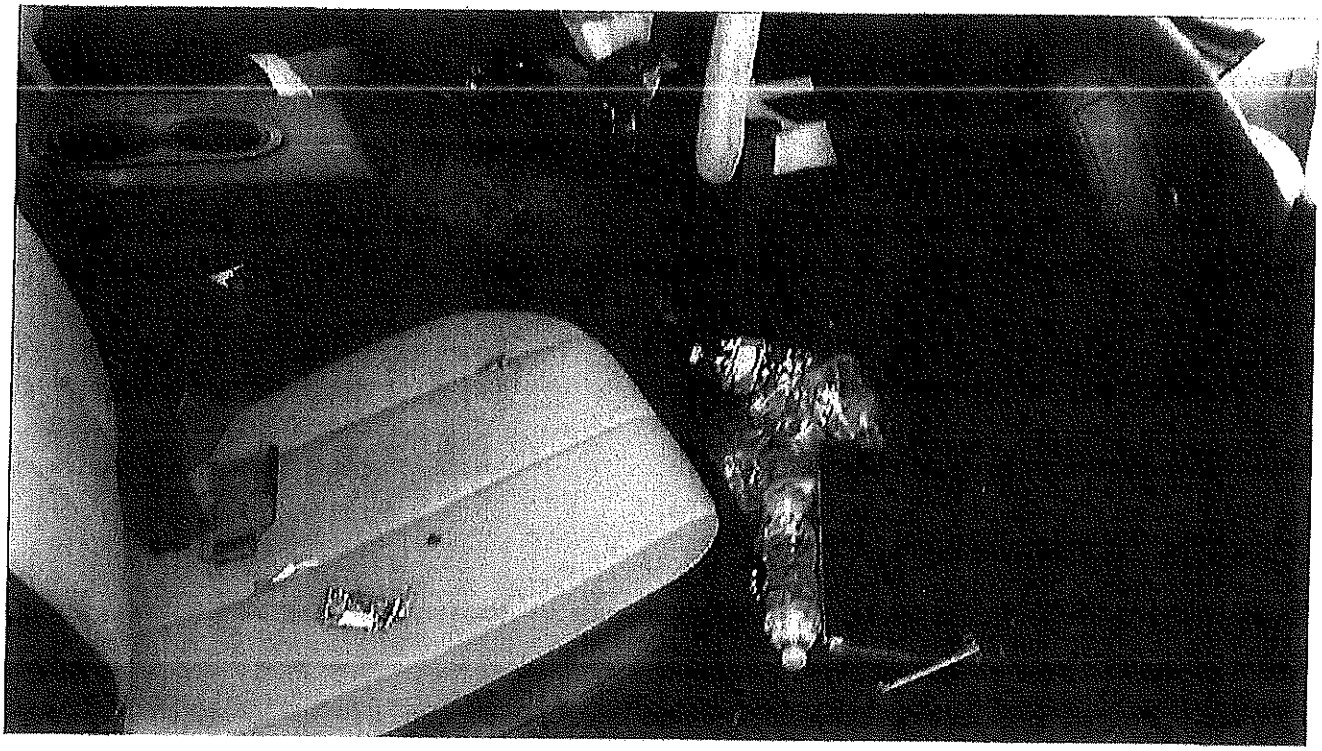
********** *End of Loss Report Print* **********

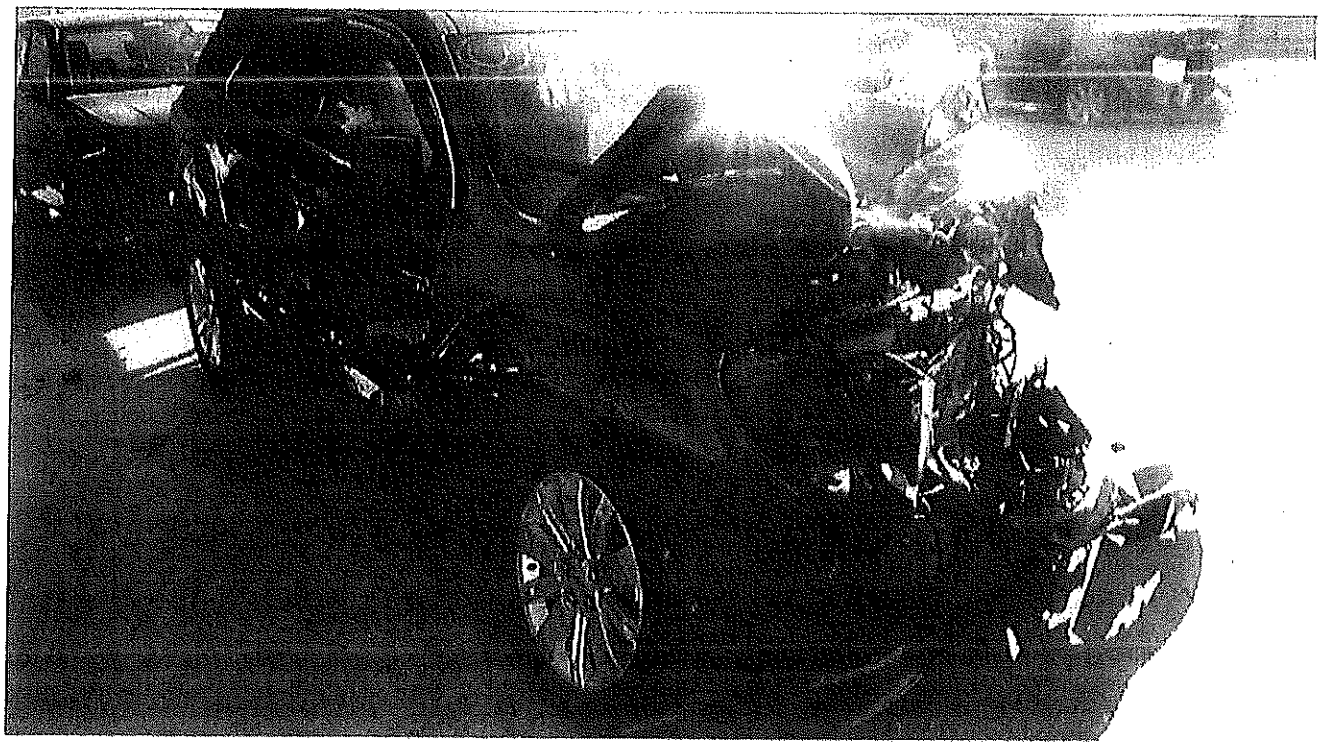
USAA CONFIDENTIAL AND PROPRIETARY INFORMATION
FOR INTERNAL USE ONLY

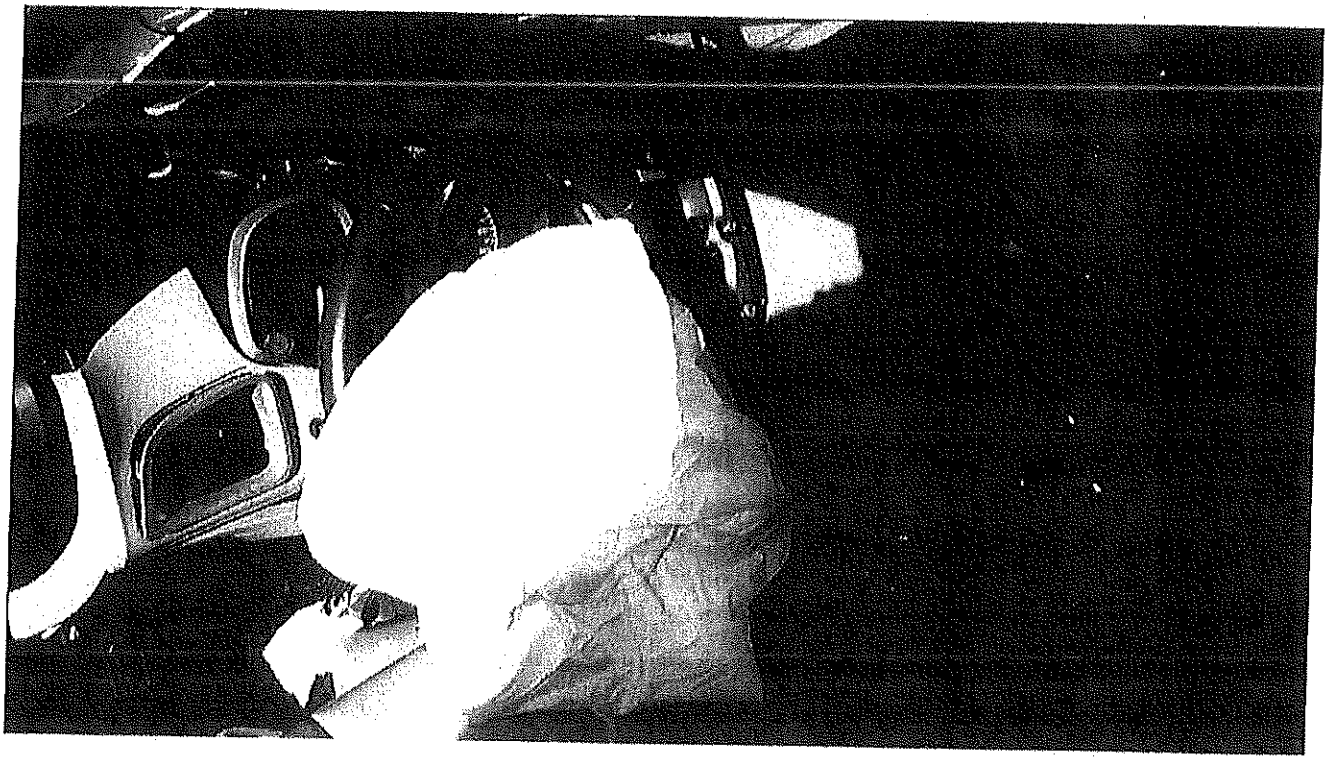
Exposure History

View History - Underinsured Motorists - THERESE HOOD - DRI IV

Date and Time	Updated By	Description	Status	Assigned To	Reserve	Message	Lawsuit	Lien	Deductible Waived
03/17/2017 08:19 AM CT	G1934	Coverage selected	Open	4291 05	$250,000		Yes	Yes	
03/17/2017 07:58 AM CT	42569	Coverage selected	Open	4253 01	$250,000		Yes	Yes	
01/15/2017 10:09 PM CT	42569	Coverage selected	Open	4253 01	$250,000		Yes	Yes	
11/15/2016 07:45 AM CT	42569	Coverage selected	Open	4253 01	$250,000		Yes	Yes	
10/17/2016 12:47 PM CT	33661	Coverage selected	Open	4253 01	$250,000		Yes	Yes	
10/17/2016 11:03 AM CT	42569	Coverage selected	Open	4253 01	$250,000		Yes	Yes	
09/15/2016 05:23 PM CT	42569	Coverage selected	Open	4253 01	$250,000		Yes		
08/24/2016 10:10 AM CT	33661	Coverage selected	Open	4253 01	$250,000		Yes		
08/08/2016 10:40 AM CT	42569	Coverage selected	Open	4253 01	$100,000		Yes		
06/06/2016 08:10 AM CT	42569	Coverage selected	Open	4253 01	$100,000		Yes		
04/03/2016 09:14 PM CT	42569	Coverage selected	Open	4253 01	$100,000		Yes		
02/01/2016 08:11 AM CT	42569	Coverage selected	Open	4253 01	$100,000		Yes		
11/25/2015 11:24 AM CT	42569	Coverage selected	Open	4253 01	$100,000		Yes		
09/23/2015 07:51 AM CT	42569	Coverage selected	Open	4253 01	$100,000		Yes		
07/23/2015 09:34 AM CT	42569	Coverage selected	Open	4253 01	$100,000		Yes		
07/01/2015 05:35 AM CT	System	Coverage selected	Open	4253 01	$100,000		Yes		
06/22/2015 03:06 PM CT	27316	Coverage selected	Open	4231 21	$100,000		Yes		
06/22/2015 01:10 PM CT	M0085	Coverage selected	Open	7984 13	$100,000		Yes		
06/22/2015 06:54 AM CT	46902	Coverage selected	Open	7984 13	$100,000				
05/21/2015 12:53 PM CT	46902	Coverage selected	Open	7984 13	$100,000				







HOFFMAN
LAW FIRM

DAVID L. HOFFMAN, JR.
KEVIN B. SMITH

843-769-7077
TOLL FREE 1-888-769-7177
FAX 843-769-4867
WWW.HOFFMANLAW.NET

7887 RIVERS AVENUE
N. CHARLESTON, S.C. 29406
CONTACT@HOFFMANLAW.NET

November 12, 2014

VIA FACSIMILE TO 800-531-8669
Jo Gutierrez
USAA
P.O. Box 659461
San Antonio, TX 78265

RE: Insured: Therese M. Hood
Claim No.: 011043223-7103-5
DOI: 11/7/2014

Dear Jo:

I have been retained to represent Therese Hood in regards to the above referenced automobile accident. Please advise whether or not there is Underinsured Motorist, Med Pay or PIP on this policy. Please also send me a copy of my client's declarations page. If it is your position that he does not have UIM coverage, please send me any and all documents showing a meaningful offer of UIM coverage was made to my client.

Please note your files accordingly and direct all future correspondence to my office. I look forward to working with you.

Thank you for your assistance with this matter. With kind regards, I remain

Sincerely,

Kevin B. Smith

KBS/asr

cc: Therese Hood

LexisNexis®

For Customer Support refer to the appropriate platform below:

OrderPoint
800-934-9698
Orderpoint.support@lexisnexis.com

Accurint for Insurance
866-277-8407
Accurint.support@lexisnexis.com

Lexis.com
Law Firm accounts
800-543-6862

PAGE COUNT: 3

CLIENT : USAA
DIVISION : SER1
ADJUSTER : GAIL HOWARD
CLAIM : 1104 32 23 005

TRANSACTION # : 501449422
DATE : 11/14/2014

DATE OF LOSS : 11/08/2014 TIME OF LOSS : 0600
STREET : 278
CITY : HILTON HEAD
COUNTY : BEAUFORT
STATE : SC

INVESTIGATING AGENCY : BEAUFORT CO SO
REPORT NUMBER :
REPORT TYPE : Auto Accident
PARTY 1 : THERESE HOOD
PARTY 2 : ANTOINE JOHNSON
PARTY 3 : ANTOINE JOHNSON

CAR : MAKE : YEAR :
TAG : V32138

DRIVER LICENSE : 101202433
ADDITIONAL INFO :

NOTE :

THANK YOU FOR YOUR ORDER!

USAA Confidential

ORIGINAL

STAPLE HERE

Cleared: 1957 Grid: SY01

SOUTH CAROLINA DPS/DMV USE ONLY | Page # 1 of 1 | SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM TR-310 (Rev. 11/2011) | # Of Units: 3 | Amended - Attach Copy of Original Report Corrected | Notified: 1806 | Arrived: 1809

Date: 11-07-2014 | Time of Collision: 1759 | County: 07 | Collision Location (Rt. # / Name): S / US 278 | Miles: | Dir.: N E S W | In / Near City or Town of: Hilton Head

Lane # / Dir.: # 1 | Of: 4 | N E S W | Distance Offset: .09 Feet | Direction: N E S W | 1-Interstate 2-US Primary 3-SC Primary 4-Secondary 5-County 6-Other | Base Intersection (Rt. # / Name): 333 / Beach City Rd | 0-Main Line 1-Alternate 5-Spur 6-Connection 7-Business 8-Other | GPS COORDINATES (0 00' 00.00") DEGREES MINUTES SECONDS | Latitude: N32° 12 59.90" | Longitude: W80° 42 38.00"

R.T.T. ID: N/A | From: N E S W | Ramp Only: 1-Entrance 2-Exit | To: N E S W | 1-Interstate 2-US Primary 3-SC Primary 4-Secondary 5-County 6-Other | Toward: Second Intersection (Rt. # / Name): 44 / Matthews Dr | 0-Main Line 1-Alternate 5-Spur 6-Connection 7-Business 8-Other

G-248992

Driver/Pedestrian's Full Name: Johnson-Antoine Terrel

Unit #: 1 | Sex: M | Race: B | Street: 890 Cherry Hill Rd

#Occ: 1 | Birth Date: 07-14-1994 | City, State, & Zip: Ridgeland SC 29936

State: SC | Driver's License #: 090599159 | Class: D | Insurance Company: Geico

Year: 2003 | Body: 4S | Vehicle Make: Hond | VIN #: 1HGEM66553A031414

State: SC | Year: 2015 | License Plate #: 981YFJ | Owner's D.L. #:

Home Telephone: (843)338-4115 | Owner's Full Name: Johnson-Letizia Darnelle

Bus. Telephone: (843)338-4115 | Street: 890 Cherry Hill Rd

Contributed To Collision: Yes? | City, State, & Zip: Ridgeland SC 29936

Estimated Speed: 15 | Speed Limit: 45 | C.D.L. Req: Yes (No) | T/O S Req: Yes (No) | Alc/Drg Info (see back): Yes (No)

Summons #: N/A | Code: | Summons #: N/A | Code: | Towed / Yes No By: Carolina

G-248993

Driver/Pedestrian's Full Name: Hood-Therese Marie

Unit #: 2 | Sex: F | Race: W | Street: 832 N Alesbury Rd

#Occ: 1 | Birth Date: 07-22-1954 | City, State, & Zip: Goose Creek SC 29445

State: SC | Driver's License #: 107202433 | Class: D | Insurance Company: USAA

Year: 2011 | Body: SU | Vehicle Make: Chev | VIN #: 2CNFLPE54

State: SC | Year: Rem | License Plate #: V329738 | Owner's D.L. #:

Home Telephone: (843)614-2392 | Owner's Full Name: Hood-Therese Marie

Bus. Telephone: (843)614-2392 | Street: 832 N Alesbury Rd

Contributed To Collision: (No) | City, State, & Zip: Goose Creek SC 29445

Estimated Speed: 45 | Speed Limit: 45 | C.D.L. Req: Yes (No) | T/O S Req: Yes (No) | Alc/Drg Info (see back): Yes (No)

Summons #: N/A | Code: | Summons #: N/A | Code: | Towed / Yes No By: Palmetto

G-248994

Driver/Pedestrian's Full Name: Kuck-William Legare

Unit #: 3 | Sex: M | Race: W | Street: 2286 Hoffman Drive

#Occ: 2 | Birth Date: 08-29-1952 | City, State, & Zip: Orangeburg SC 29118

State: SC | Driver's License #: 00456730 | Class: D | Insurance Company: Allstate

Year: 2007 | Body: S16 | Vehicle Make: Chev | VIN #: 1GNFK13027R111166

State: SC | Year: 2014 | License Plate #: TST14 | Owner's D.L. #:

Home Telephone: (803)535-9588 | Owner's Full Name: Kuck-Mary Elizabeth Tyler

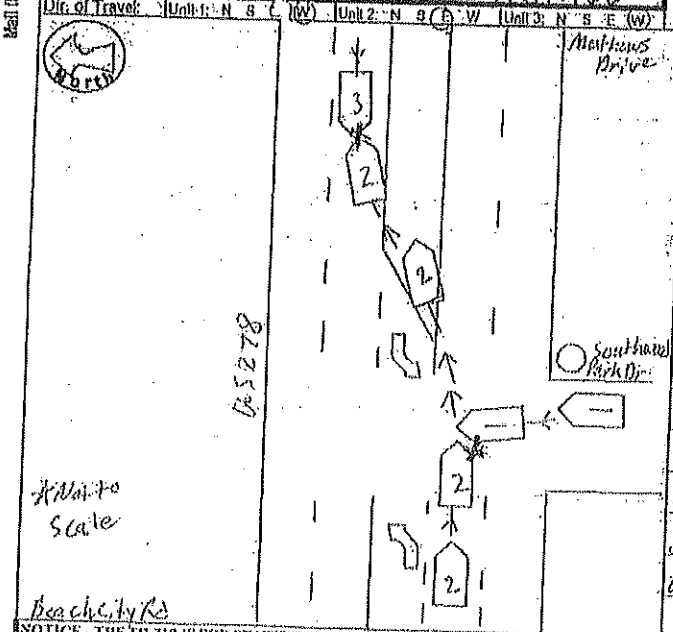
Bus. Telephone: (803)535-9588 | Street: 2286 Hoffman Dr

Contributed To Collision: (No) | City, State, & Zip: Orangeburg SC 29118

Estimated Speed: 35 | Speed Limit: 45 | C.D.L. Req: Yes (No) | T/O S Req: Yes (No) | Alc/Drg Info (see back): Yes (No)

Summons #: N/A | Code: | Summons #: N/A | Code: | Towed / Yes No By: Bates

Dir. of Travel: Unit 1: N S E (W) | Unit 2: N S (E) W | Unit 3: N S E (W)



Unit 1 Dam: $ 2500 | Unit 2 Dam: $ 6 | Prop. Dam. 1 | Prop. Dam. 2

Property Owner/Witness: Tanrath-Gary Michael M. Hartzell

Address: 104 Binnacle Ct | City: Okatie | State: SC | Zip: 29910 | Phone: 912-412-6355

Witness: Y (N) | Describe What Happened (Refer to Units by Number)

Unit one attempted to cross US 278, Unit one did not see unit two due to not having their head lights on, Unit two struck unit one in the lane one eastbound, Due to the collision unit two over corrected into on coming traffic, Unit two then struck unit three head on in lane one westbound. This collision caused major damage and four injuries. Unit two's running lights were not on upon my arrival, confirmed on in car video.

32.216627 -80.710533

Certified to be a true and correct copy of the original document on file with the Office of Sheriff for Beaufort County.

Chief Deputy, Beaufort County Sheriff's Office

NOTICE - THE TR-310 IS FOR STATISTICAL REPORTING PURPOSES ONLY AND IS A REFLECTION OF THE OFFICER'S BEST KNOWLEDGE, OPINION, AND BELIEF COVERING THE COLLISION, BUT NO WARRANT IS MADE AS TO THE FACTUAL ACCURACY THEREOF.

Investigating Officer's Name: Worrell | Rank: CPL | Badge #: W5542 | Jurisdiction Code: 0700 | Review Date: 11-12-2014 | Reviewer's Name: | Rank: SGT | Original Agency Code: 2014110707-427

Mail To: SC Department of Motor Vehicles PO Box 1498 USAA Confidential

Mail Hat - Do Not Fold, Crease or Mutilate

0901119c905f4e52

SB

Hood_USAA_0054

Unit	Date of Birth	Sex:	Race:	INJ:	Seat:	RSD	A.B.D	Eject	EXT:	Trans:	Name	Street Address	Zip Code
1	07-14-1984	M	B	1	01	13	4/3	1	1	1	Johnson-Antoine	870 Cherry Hill Rd Ridgeland	29936
2	07-22-1959	F	W	3	01	13	3/3	1	1	1	Hood- Therese	832 N. Aylesbury Rd	29445
3	08-28-1952	M	W	1	01	13	3/3	1	1	1	Kurk-William	2286 Hoffman Dr	29118
3	01-14-1971	F	W	2	03	13	3/3	1	1	1	Kurk- Mary	2286 Hoffman Dr	29118

Race: A - Asian/Pacific Islander; B - African American; H - Hispanic; I - Alaskan Native or American Indian; W - Caucasian; O - Other; U - Unk.

a) Injury Status: 0- Not Injured; 1- Possible Injury; 2- Non-Incapacitating; 3- Incapacitating; 4- Fatal

b) 2 or 3 Wheel Motorized Vehicle Only — Head Injury: 1-Yes 2-No

Seating Loc.: 01 02 03 / 04 05 06 / 07 08 09

20- Pedestrian; 30- Trailing Unit; 40- Bus or Van (4th row or higher); 50- Other Enclosed Area (nontrailing); 51- Other Unenclosed Area (nontrailing); 60- Sleeper of Cab; 70- Riding on Unit Exterior; 80- Lap; 99- Unk./NA

Restraint/Safety Device: 00- None Used; 11- Shoulder belt; 12- Lap Belt Only; 13- Shoulder & Lap Belt; 21- Child Safety Seat; 88- Other; 99- Unk.

Pedestrian, Motor/Pedalcycle Only: 31- Helmet; 41- Protective Pads; 51- Reflective Clothing; 81- Lighting

Air Bag Deployment / Switch: 1-Deployed Front; 2-Deployed Side; 3-Deployed Both; 4-Not Deployed; 7-Not Applicable; 8-Deployment Unk.; 9-Unknown

a) 1- Switch in On Position; 2- Switch in Off Position; 3- No Switch; 9- Unknown

b) 1- Switch in On Position; 2- Switch in Off Position; 3- No Switch; 9- Unk.

Ejection: 1- Not Ejected; 2- Part. Ejected; 3- Tot. Ejected; 7- Not App.; 9- Unk.

Location After Impact: 1- Not Trapped; 2- Extricated (Mechanical Means); 3- Fixed (non-mech.); 4- Not Applicable; 9- Unknown

a) Transported to Medical Facility: 1- Yes; 2- No; 3- Unknown

b) By: 1- EMS; 2- Police; 8- Other; 9- Unk.

Sequence of Events

Event 1	Event 2	Event 3	Event 4	Most Harmful	1st Harmful
22				22	22
22	02	22		25	
22				22	

Non-Collision: 04- Equipment Failure; 05- Fire/Explosion; 06- Overturn/Rollover; 07- Jackknife; 08- Overturn/Rollover; 09- Ran off Road Left; 10- Ran off Road Right; 11- Separation of Units; 12- Spill (Two-Wheeled Veh.); 13- Other Noncollision; 19- Unk. Non-collision

Collision: Not Fixed: 20- Animal (Deer Only); 21- Animal (All Other); 22- Motor Veh. (In Transport); 23- Motor Veh. (Stopped); 24- Motor Veh. (Other Roadway); 25- Motor Veh. (Parked); 26- Pedalcycle; 27- Pedestrian; 28- Railway Veh.; 29- Work Zone Maint. Equip.; 30- Other Movable Object; 39- Unk. Movable Object

Collision: Fixed Object: 40- Bridge Overhead Structure; 41- Bridge Parapet End; 42- Bridge Pier or Abutment; 43- Bridge Rail; 44- Culvert; 45- Curb; 46- Ditch; 47- Embankment; 48- Equipment; 49- Fence; 50- Guardrail End; 51- Guardrail Face; 52- Highway Traffic Sign Post; 53- Impact Attenuator/Crash Cushion; 54- Light/Luminaire Support; 55- Mail Box; 56- Median Barrier; 57- Overhead Sign Support; 58- Other (Post, Pole, Support, Etc.); 59- Other (Wall, Building, Tunnel, Etc.); 60- Tree; 61- Utility Pole; 62- Work Zone Maint. Equipment; 68- Other; 69- Unk.

Manner of Collision (Struck Veh.): 00- Not Coll. w/ Motor Veh.; 10- Rear End; 20- Head On; 30- Rear-to-Rear; 40- Angle; 41- Angle; 42- Angle; 43- Angle; 50- Sideswipe Same Dir.; 60- Sideswipe Opposite Dir.; 70- Backed Into; 99- Unknown

1st / Most Deformed Area — 1st Deformed: 12 — Most Deformed: 12

21- Pedestrian; 81- Non-Collision; 82- Total; 83- Other Object; 84- Under Carriage; 98- Other; 99- Unk.

Special Use Only

Vehicle Type: 01- Automobile; 12- Pickup Truck; 13- Truck Tractor; 14- Other Truck; 15- Full Size Van; 16- Mini Van; 17- Sport Utility; 25- Motorcycle; 26- Other Motorbike; 27- Pedalcycle; 38- Animal Drawn Veh.; 39- Animal (Ridden); 41- Pedestrian; 51- Train; 61- School Bus; 62- Passenger Bus; 98- Other; 99- Unk. (Hit and Run Only)

Vehicle Use Code: 01- Personal; 02- Driver Training; 03- Construction/Maint.; 04- Ambulance; 05- Military; 06- Transport Passengers; 07- Transport Property; 08- Farm Use; 09- Wrecker or Tow; 10- Police; 11- Government; 12- Fire Fighting; 13- Logging; 41- Pedestrian

Vehicle Attachment: 1- None; 2- Mobile Home; 3- Boat Trailer; 4- Utility Trailer; 5- Farm Trailer; 6- Trailer w/ Boat; 7- Camper Trailer; 8- Towed Motor Vehicle; 9- Petroleum Tanker; A- Lowboy Trailer; D- Autocarrier Trailer; C- Other Tanker; E- Twin Trailers; F- Other

Alcohol / Drug Test Given / Results

A1: 01 — A2: 02 — A3: 03 — A4: 04 — A5: 05

1- Given - Known Results; 2- Given - Unknown; 3- Refused; 4- Not Given

Test Type: 1- Breath (Alc Only); 2- Blood; 3- Urine; 4- Other

Drug Results: 1- Amphetamines; 2- Cocaine; 3- Marijuana; 4- Opiates; 5- PCP; 6- Other; 7- Barbiturates; 8- Benzodiazepines

Alc Test Results: A1: ; A2: ; A3:

Action Prior to Impact (Vehicle): 01- Backing; 02- Changing lanes; 03- Entering traffic lane; 04- Leaving traffic lane; 05- Making U-turn; 06- Movements Essentially Straight Ahead; 07- Overtaking/passing; 08- Parked; 09- Slowing or Stopped in traffic; 10- Turning left; 11- Turning right; 88- Other

(Non-motorist): 21- Approaching/Leaving Vehicle; 22- Entering/Crossing Location; 23- Playing/Working on Vehicle; 24- Pushing Vehicle; 25- Standing; 26- Walking, Playing, Cycling; 27- Working; 99- Unk.

Weather Condition: 1- Clear (no adverse conditions); 2- Rain; 3- Cloudy; 4- Sleet, Hail; 5- Snow; 6- Fog, Smog, Smoke; 7- Blowing Sand, Dirt or Snow; 8- Severe Crosswinds; 9- Unk.

Light Condition: 1- Daylight; 2- Dawn; 3- Dusk; 4- Dark (Lighting Unspecified); 5- Dark (Street Lamp Lit); 6- Dark (Street Lamp Not Lit); 7- Dark (No lights)

Junction Type: 01- Crossover; 02- Driveway; 03- Five/More Points; 04- Four-way Intersection; 05- Railway Grade Crossing; 07- Shared Use Paths or Trail; 08- T-Intersection; 09- Traffic Circle; 12- Y - Intersection; 13- Non-junction; 99- Unk.

Roadway: 1- Two-way, Not Divided; 2- Two-way, Divided, Unprotected Median; 3- One-way; 4- One-way; 9- Other

A1: 1- Core; 2- Median; 3- Roadway; 4- Inland; 5- Roadside; 6- Shoulder; 7- Sidewalk; 8- Outside Trafficway; 9- Unk.

B: 1- V 2- N 3- O

1- Straight - Level; 2- Straight - On grade; 3- Straight - Hillcrest; 4- Curve - Level; 5- Curve - On grade; 6- Curve - Hillcrest

1- Dry; 2- Wet; 3- Snow; 4- Slush; 5- Ice; 6- Contaminate; 7- Water (Standing, etc.); 8- Other; 9- Unk.

01- Stop and Go Light; 02- Flashing Traffic Signal; 11- RR (X-bucks, Lights & Gates); 12- RR (X-bucks & Lights); 13- RR (X-bucks Only); 21- Officer or Flagman; 22- Oncoming Emergency Vehicle; 31- Pavement Markings (only); 41- Stop Sign; 42- School zone Sign; 43- Yield Sign; 44- Work Zone; 45- Other Warning Sign; 51- Flashing Beacon; 88- None; 99- Unk.

Trafficway: 2

1st Harmful Event Loc.: 52

Road Character: 1

Road Surface Condition: 1

Traffic Control Type: 41

School Bus Involved: N

Work Zone: 2

Work Zone Location:

Work Zone Type:

Workers Present:

1- Yes; 2- No; 0- Unk.

1- Before 1st Sign; 2- Advanced Warning Area; 3- Transition Area; 4- Activity Area; 5- Termination Area; 1- Shoulder/Median Work; 2- Lane Shift/Crossover; 3- Intermittent/Moving Work; 4- Lane Closure; 8- Other; 9- Unk.

1- Yes, Directly; 2- Yes, Indirectly; 3- No; 0- Unk.

Contributing Factors

Primary: 74

Driver: 13

Vehicle: 01

Driver: 01- Disregarded Signs, Signals, Etc.; 02- Distracted/Inattention; 03- Driving Too Fast for Conditions; 04- Exceeded Authorized Speed Limit; 05- Failed to Yield Right of Way; 06- Ran off Road; 07- Fatigued/Asleep; 08- Followed Too Closely; 09- Made an Improper Turn; 10- Medical Related; 11- Over-correcting/Over-steering; 12- Aggressive Operation of Vehicle; 13- Swerving to Avoiding Object; 14- Wrong Side or Wrong Way; 15- Under the Influence; 16- Vision Obscured (Within Unit); 17- Improper Lane Usage/Change; 18- On Cell Phone; 19- Texting; 20- Other Improper Action; 99- Unk.

Roadway: 30- Debris; 31- Non-Highway Work; 32- Obstruction in Roadway; 33- Road Surface Condition (Ice, Wet); 34- Rut, Holes, Bumps; 35- Shoulders (None, Low, Soft, High); 36- Traffic Control Device (Inc., Missing); 37- Work Zone (Constr./Maint./Utility); 38- Worn, Travel-Polished Surface; 48- Other; 49- Unk.

Non-Motorist: 50- Inattentive; 51- Lying &/or Illegally in Roadway; 52- Failure to Yield R. of W.; 53- Not Visible (Dark Clothing); 54- Disregard Signs, Signals, Etc.; 55- Improper Crossing; 56- Darting; 57- Wrong Side of Road; 58- Other; 59- Unk.; 68- Under the Infl.; 69- Other Person Under Infl.

Environmental: 60- Animal in Road; 61- Glare; 62- Obstruction; 63- Weather Cond.; 66- Other; 69- Unk.

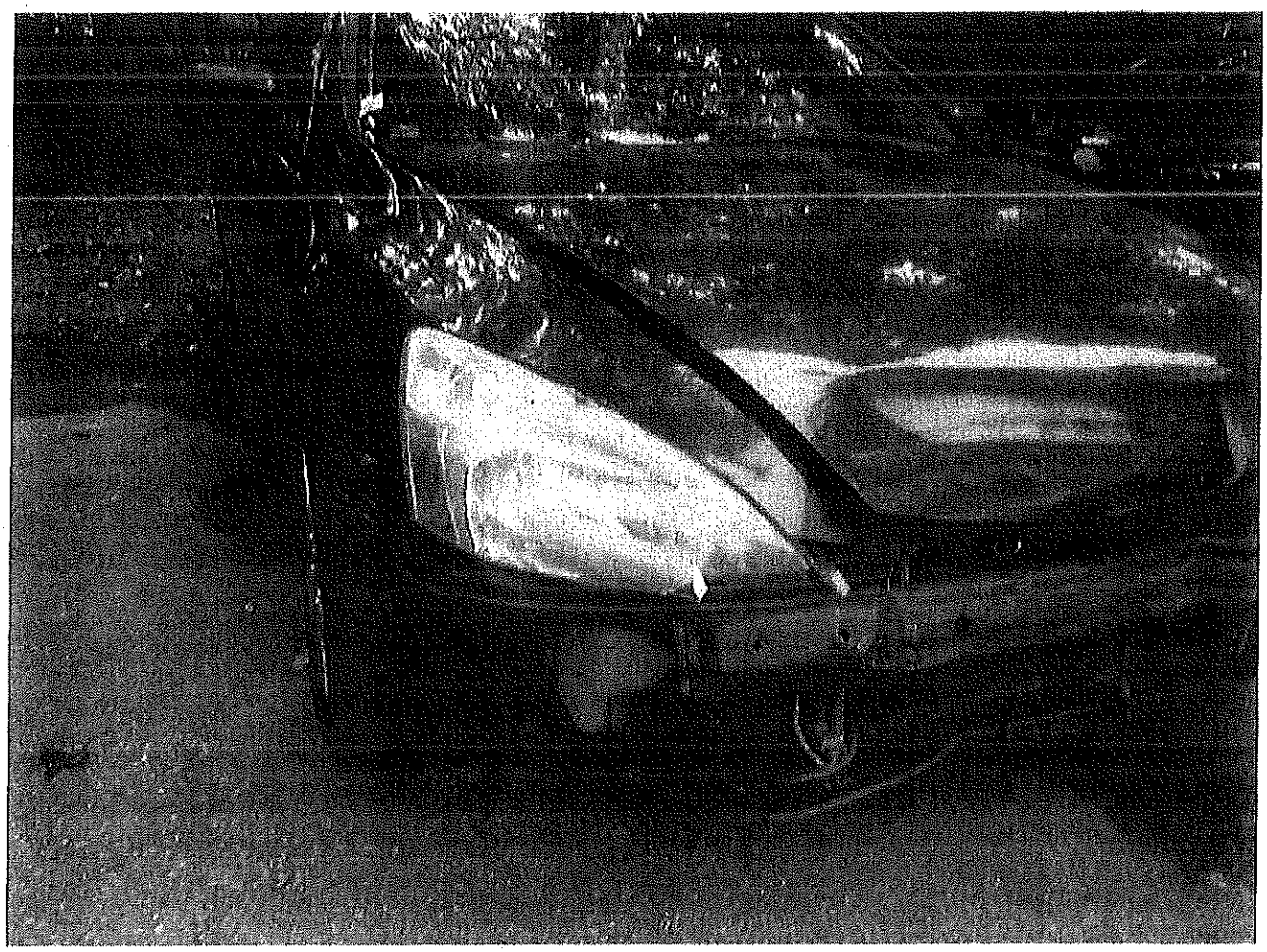
Vehicle Defect: 70- Brakes; 71- Steering; 72- Power Plant; 73- Tires/Wheel; 74- Lights; 75- Signals; 76- Windows/Shield; 77- Restraint System; 78- Truck Coupling; 79- Cargo; 80- Fuel System; 88- Other; 89- Unk.

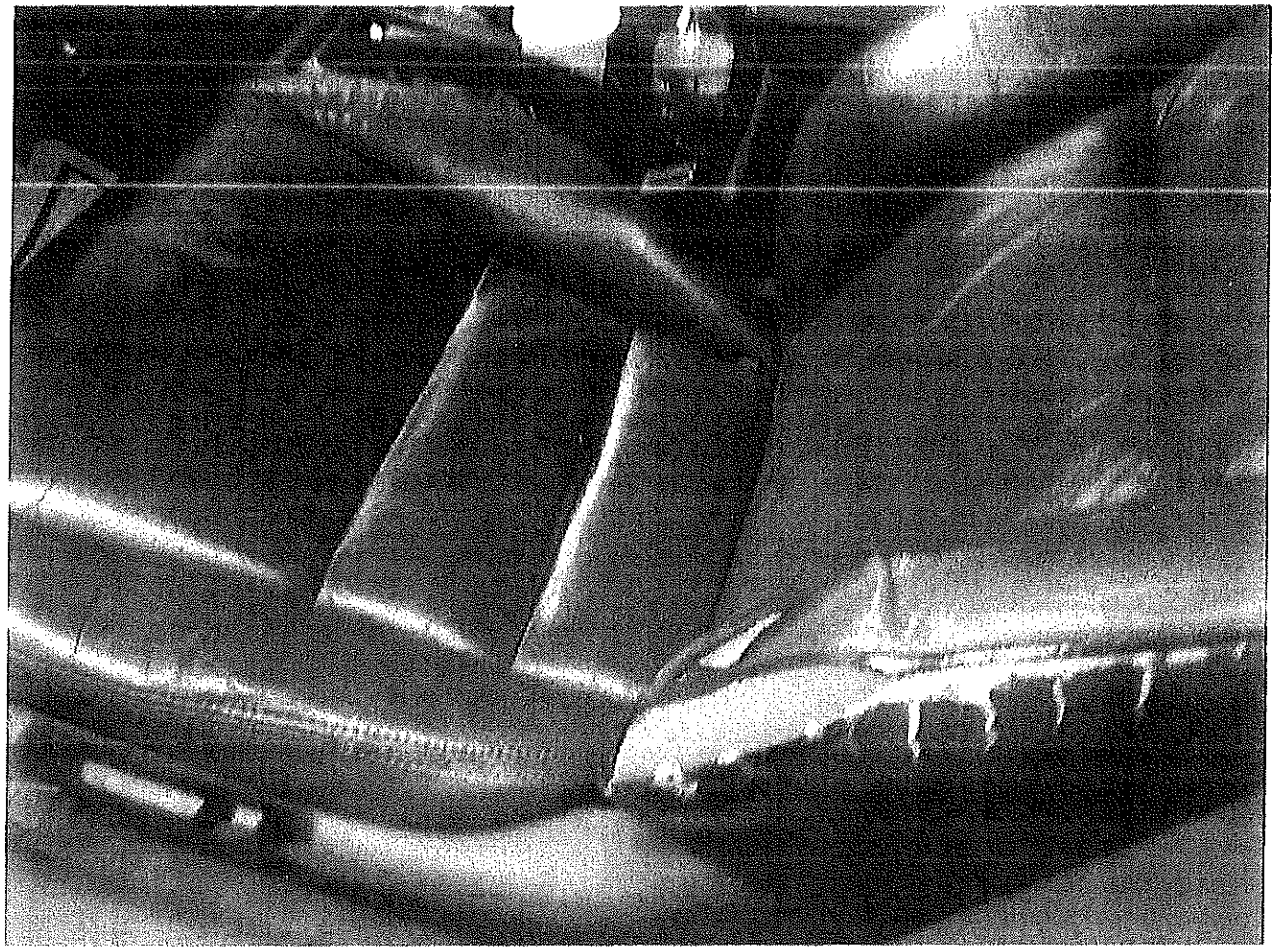
Mail To: SC Department of Motor Vehicles
PO Box 1498
Blythewood, SC 29016

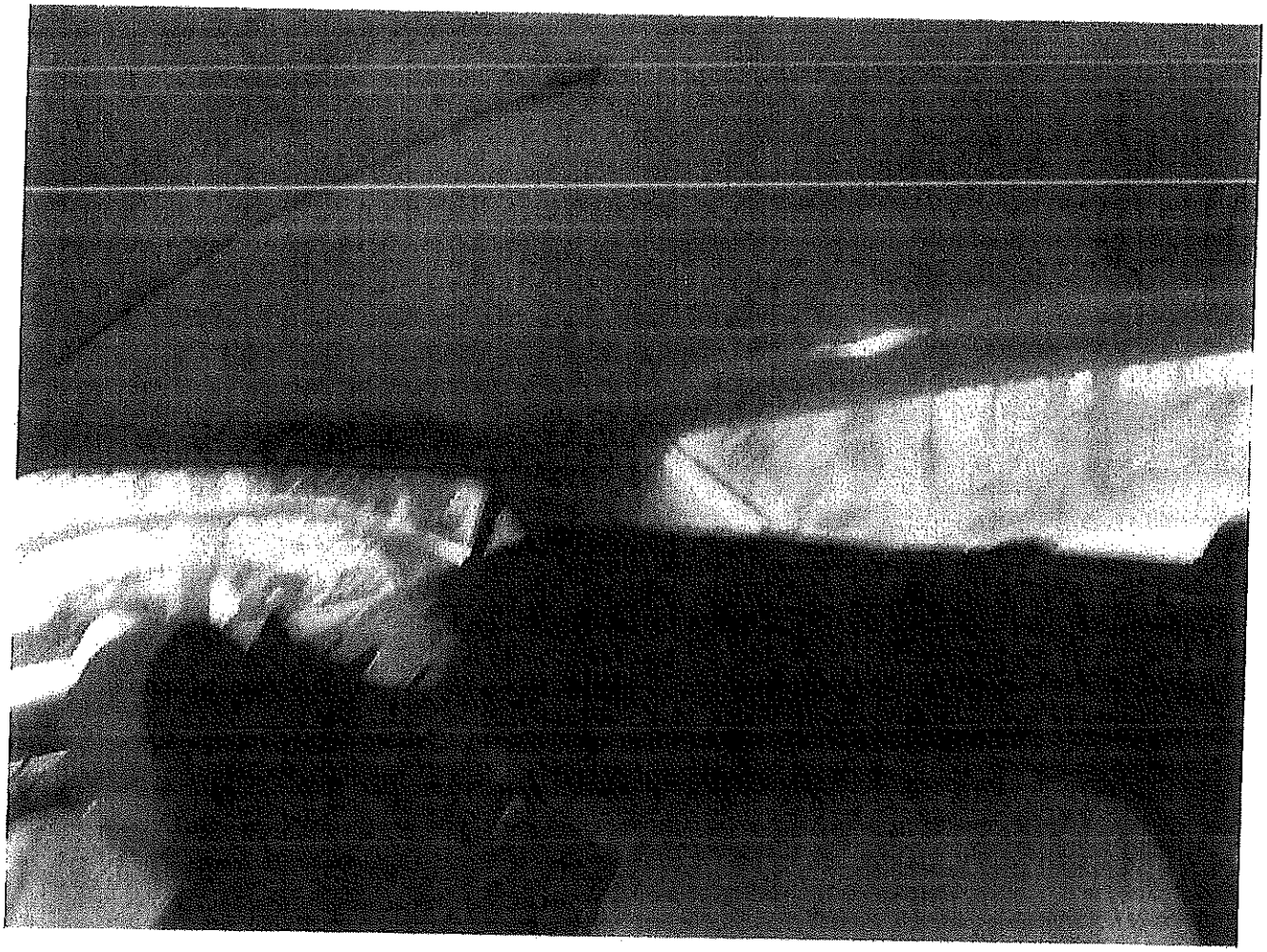
USAA Confidential

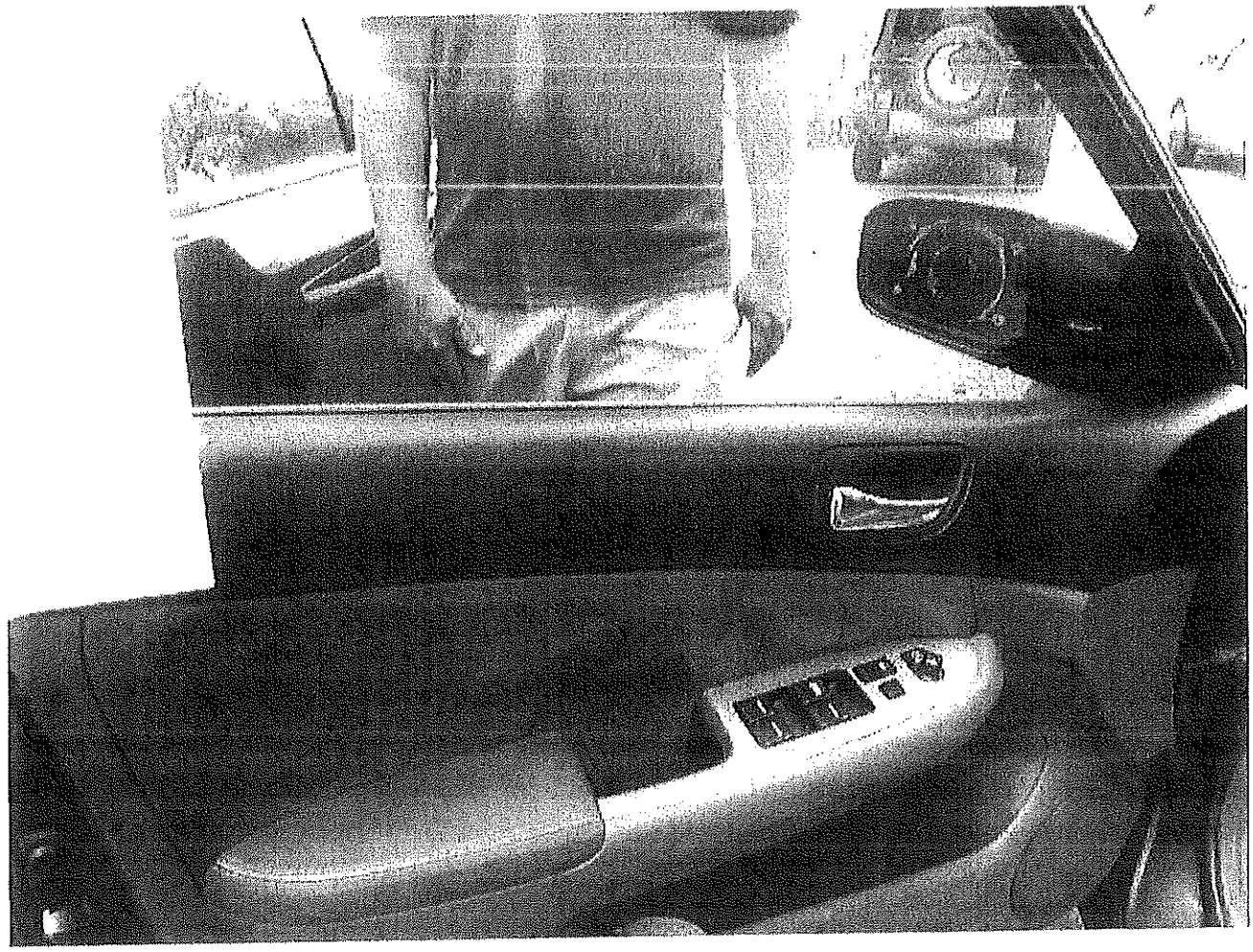
0901119c905f4e52

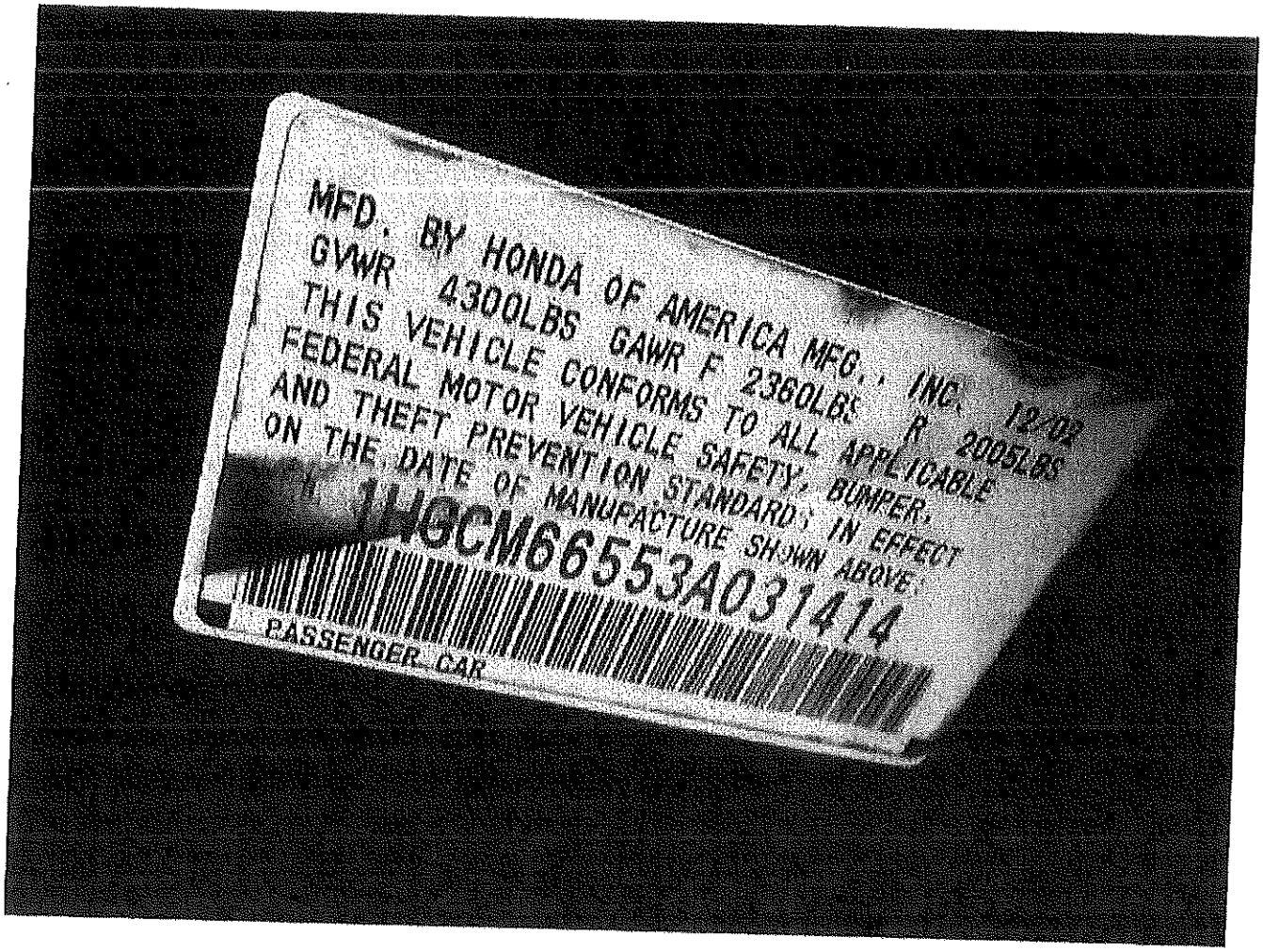
Hood_USAA_0055

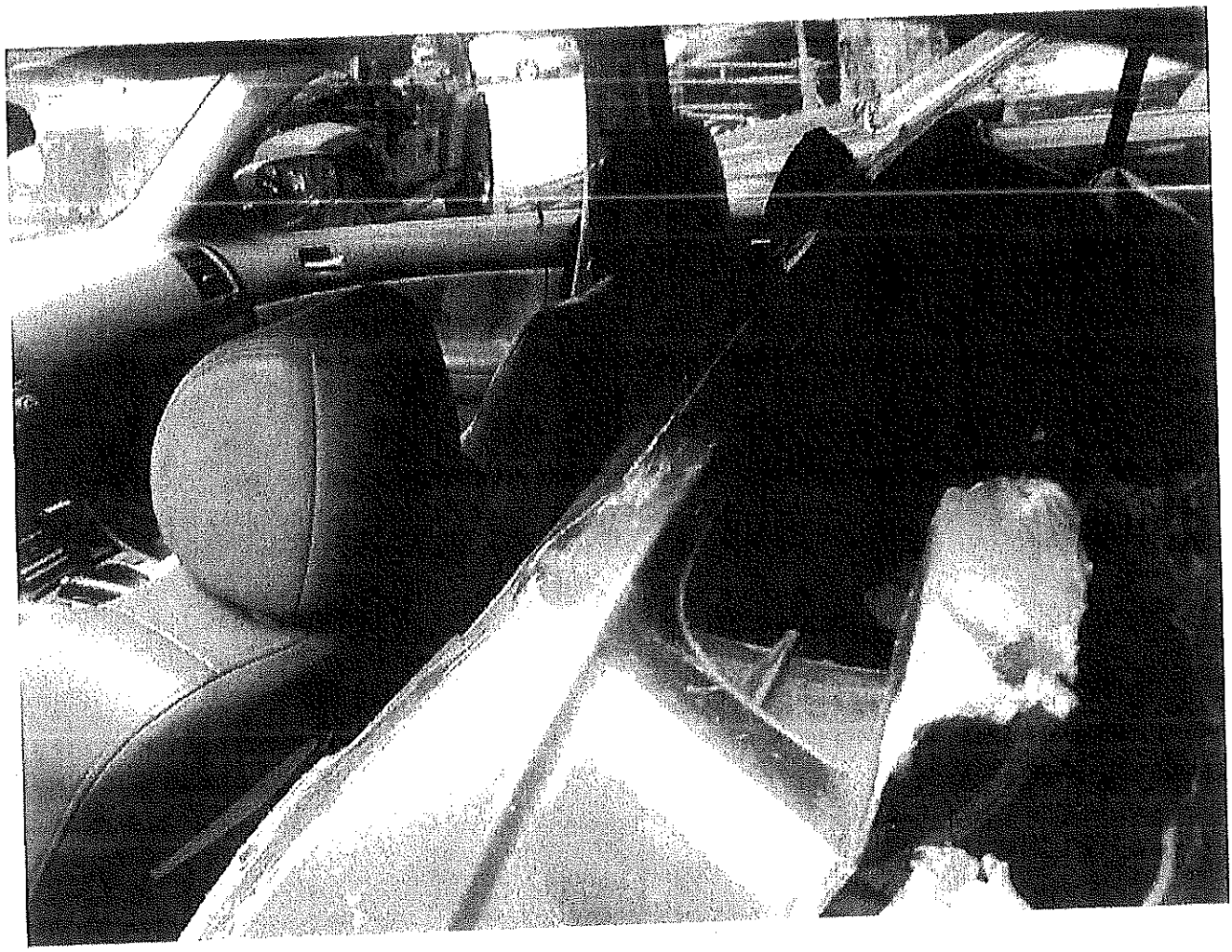




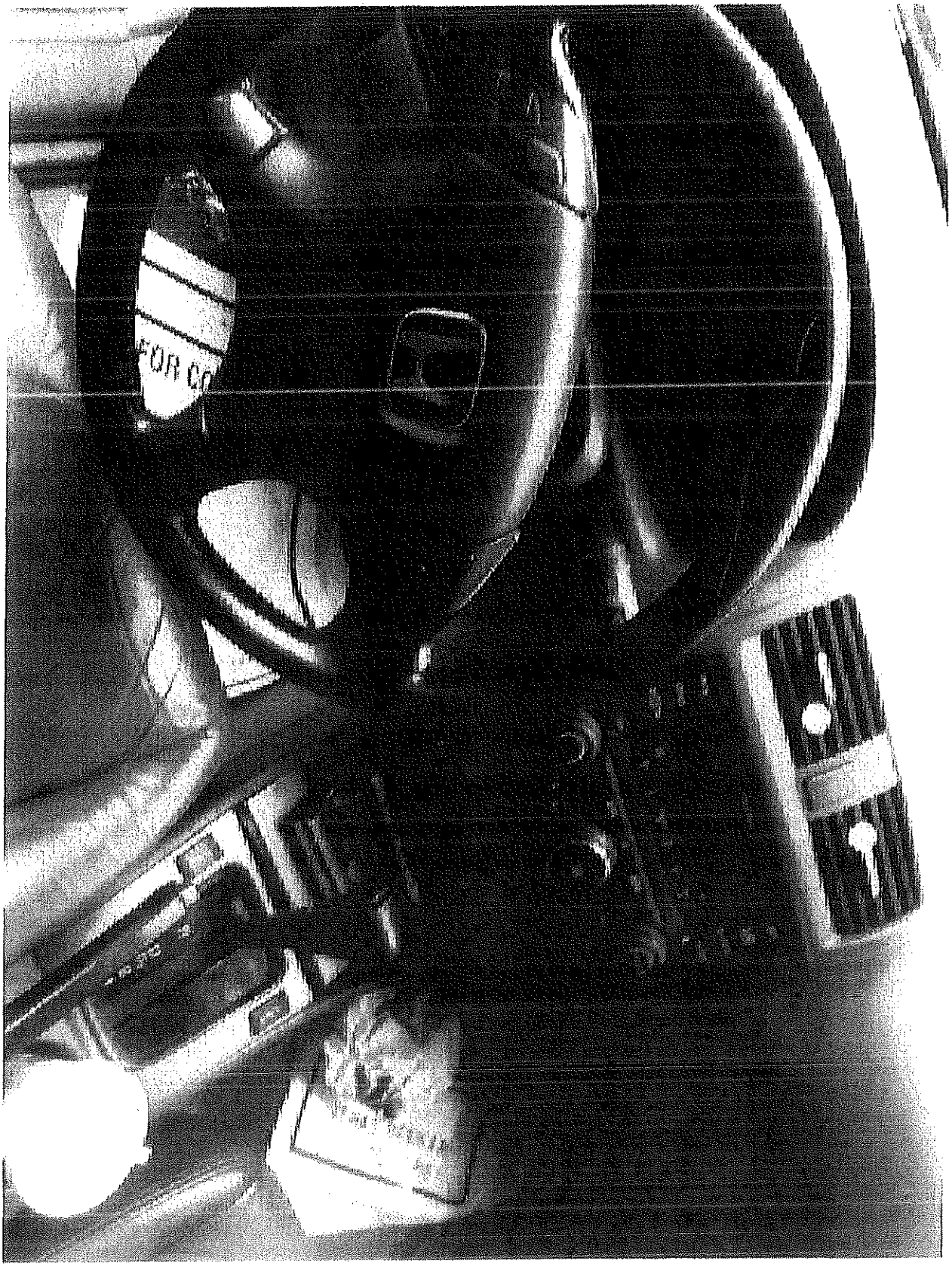


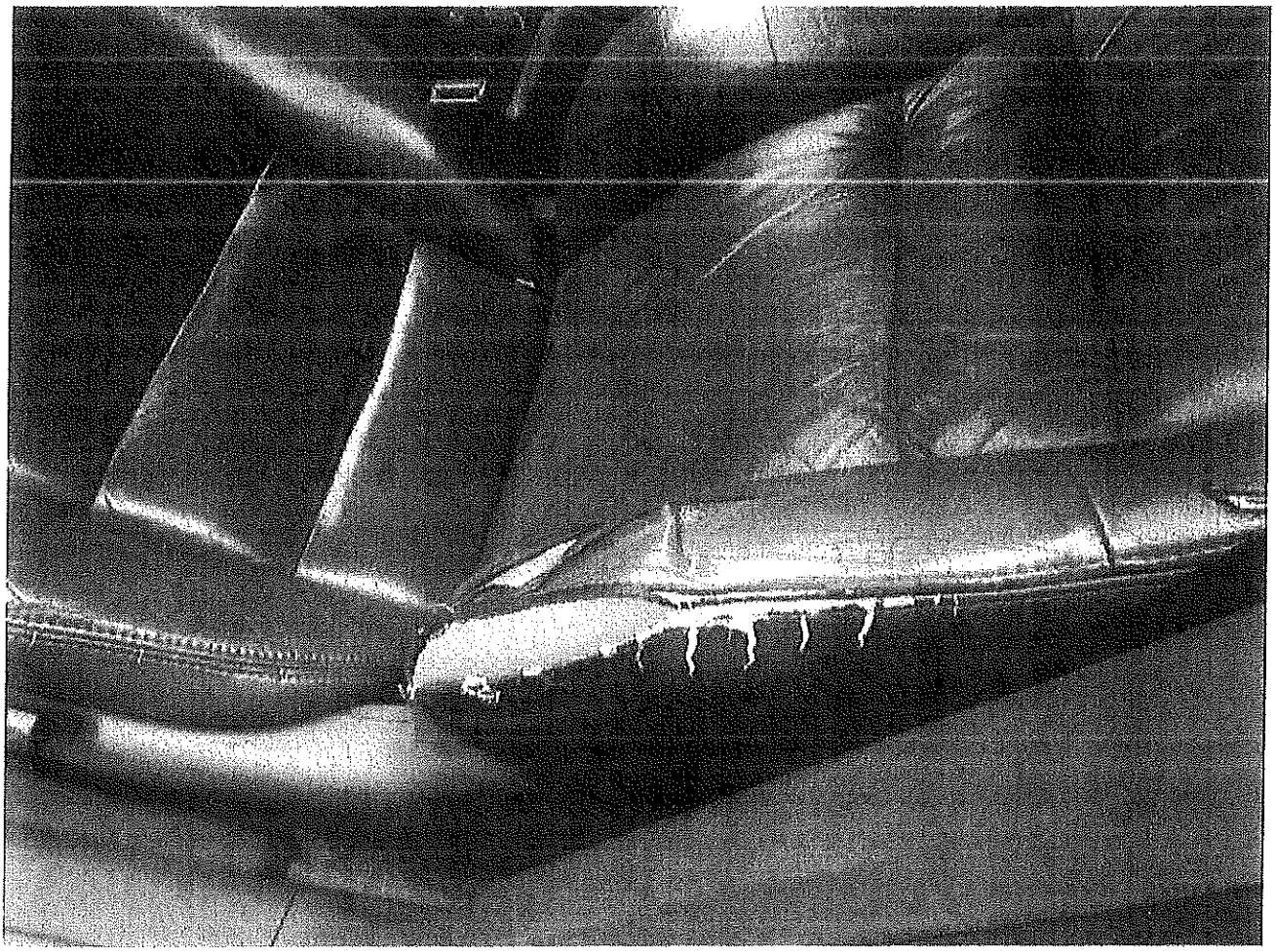


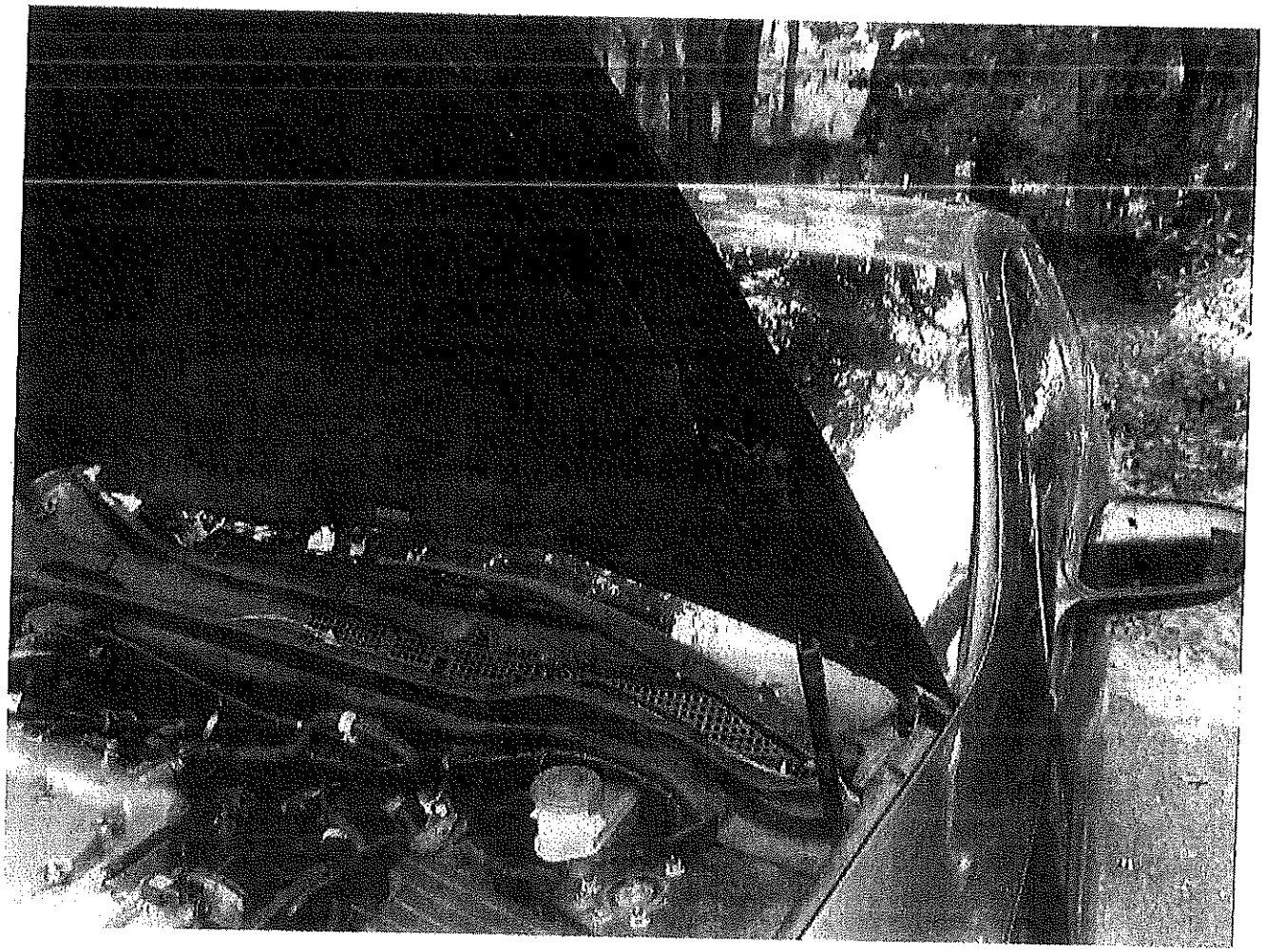

MFD. BY HONDA OF AMERICA MFG., INC. 12-02
GVWR 4300LBS GAWR F 2360LBS R 2005LBS
THIS VEHICLE CONFORMS TO ALL APPLICABLE
FEDERAL MOTOR VEHICLE SAFETY, BUMPER,
AND THEFT PREVENTION STANDARDS IN EFFECT
ON THE DATE OF MANUFACTURE SHOWN ABOVE.
1HGCM66553A031414
PASSENGER CAR

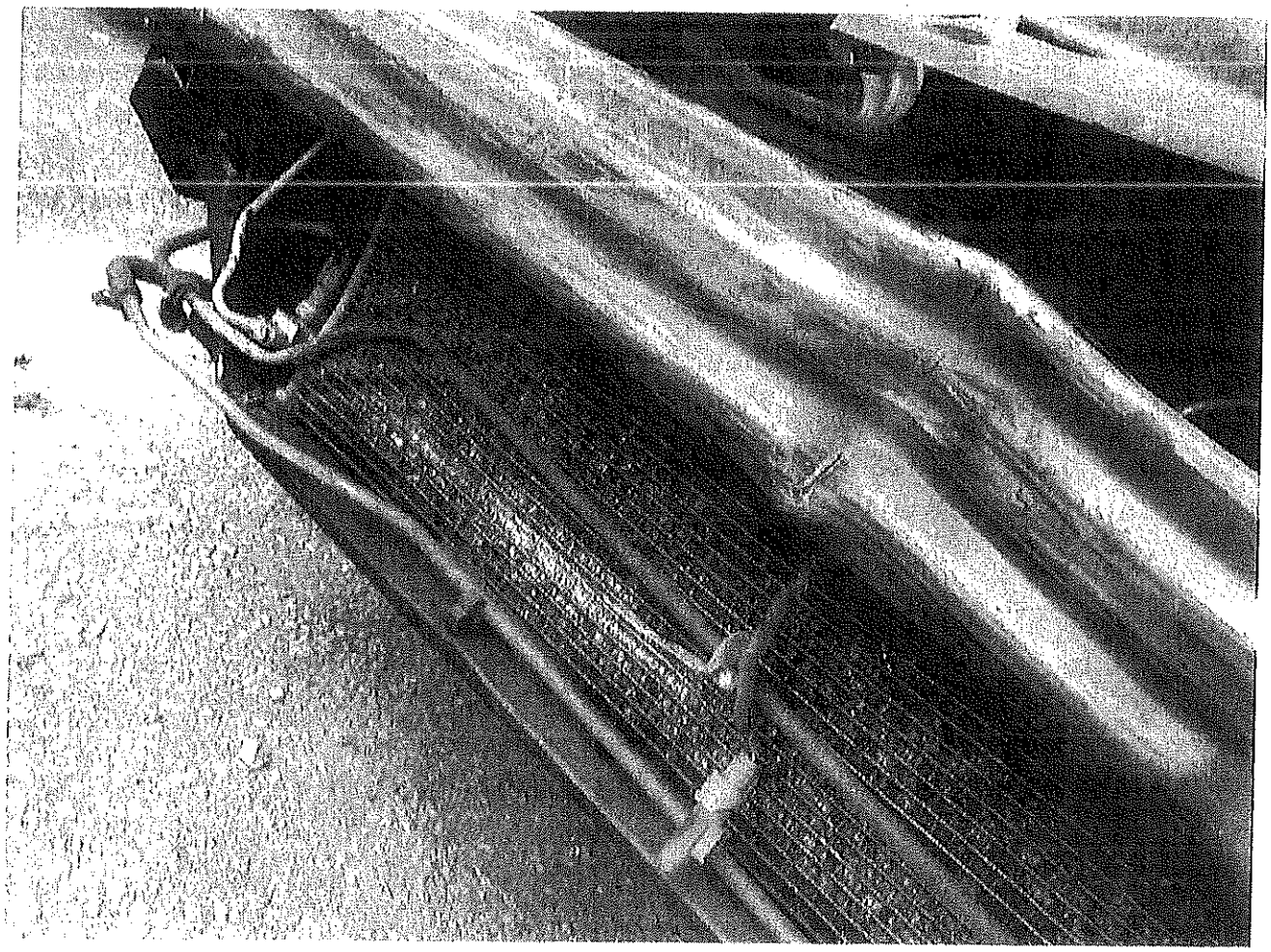


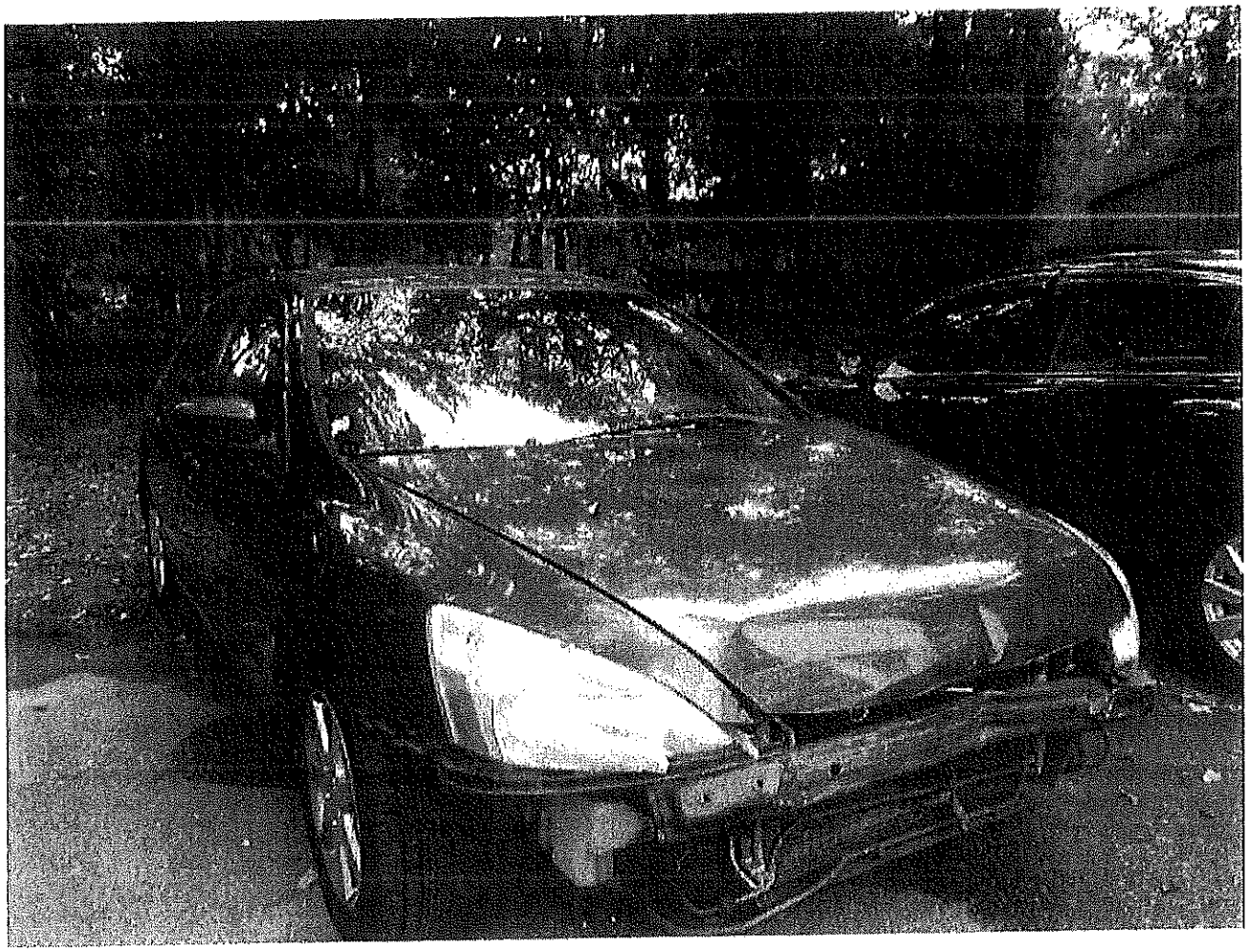
USAA Confidential

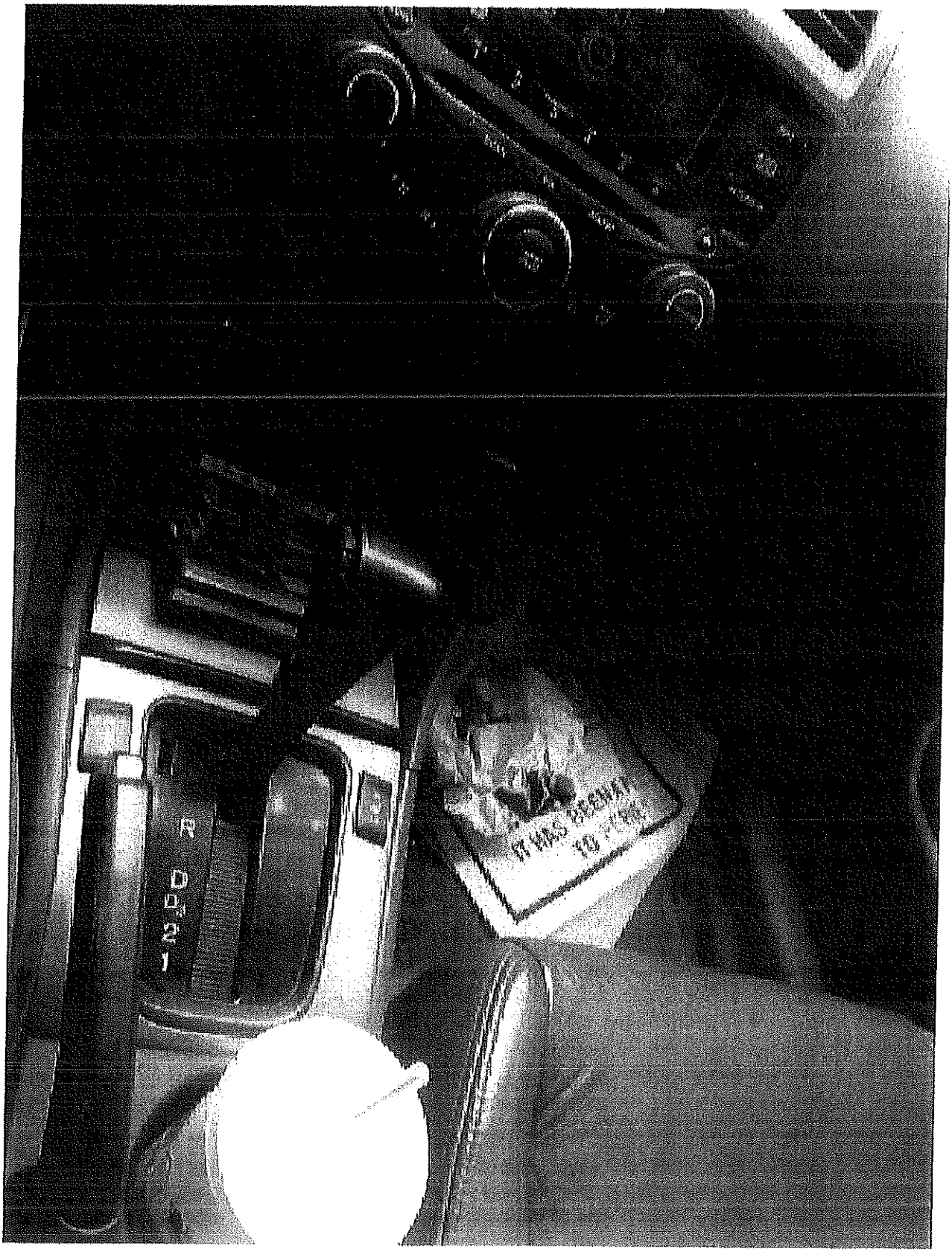


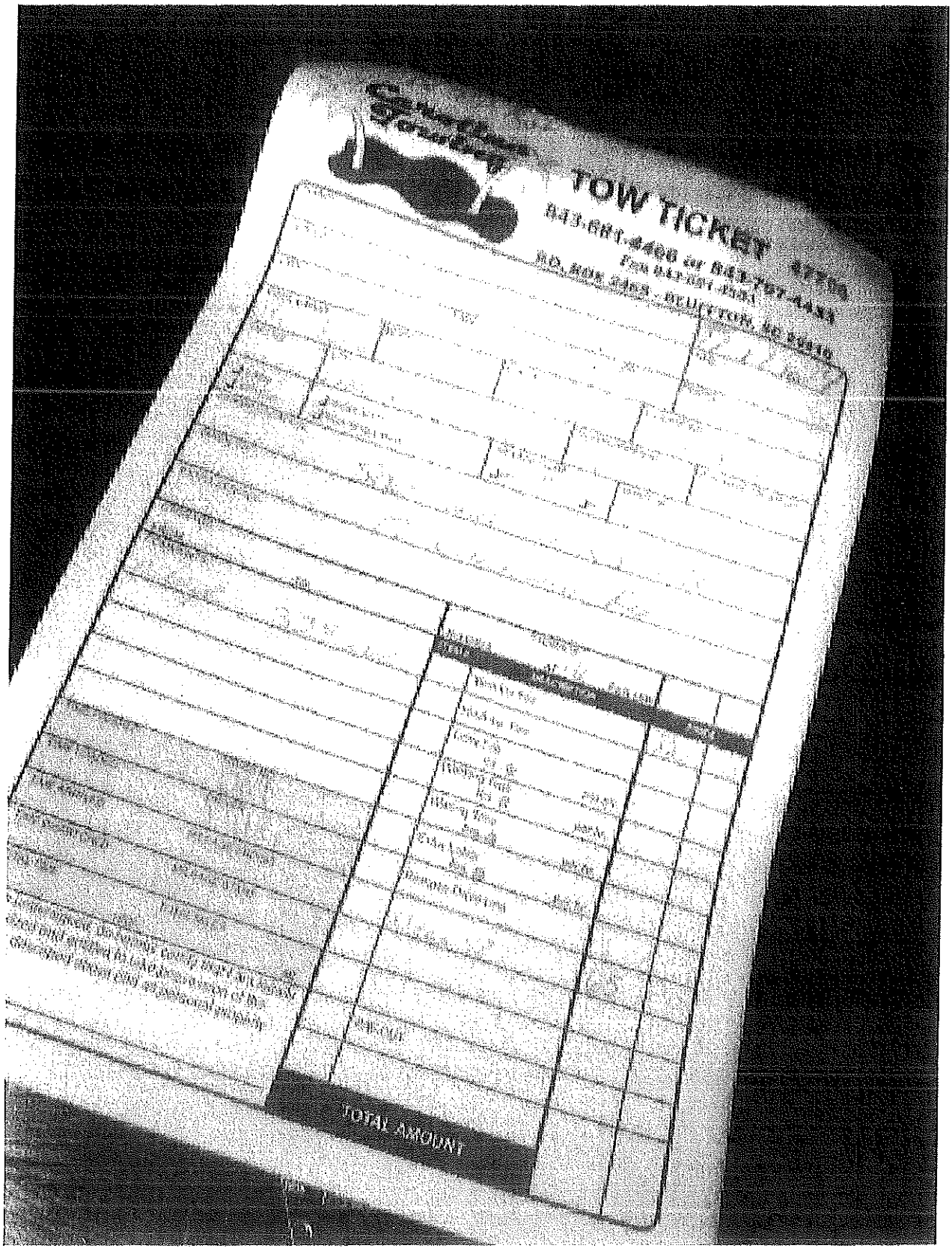


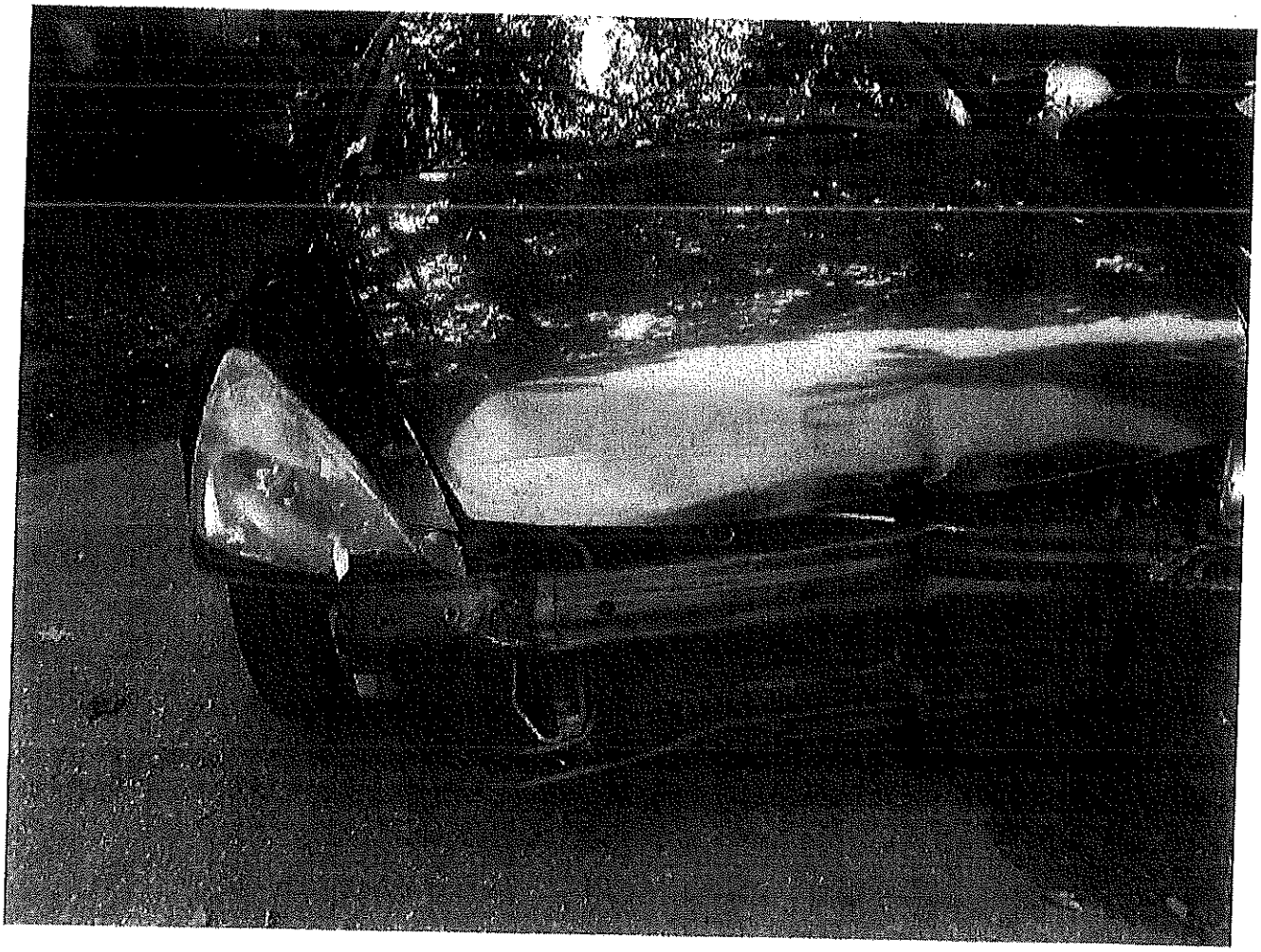


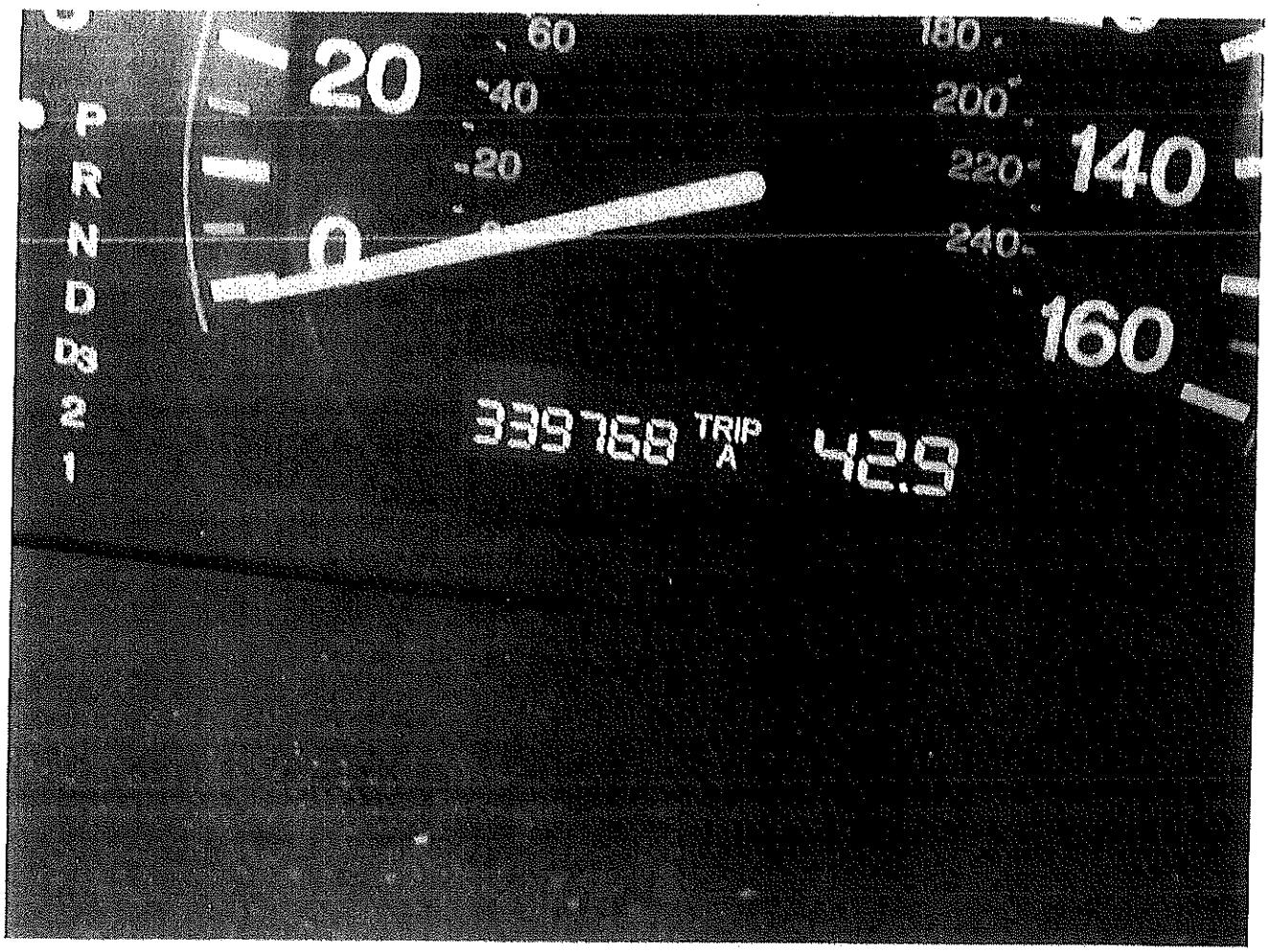


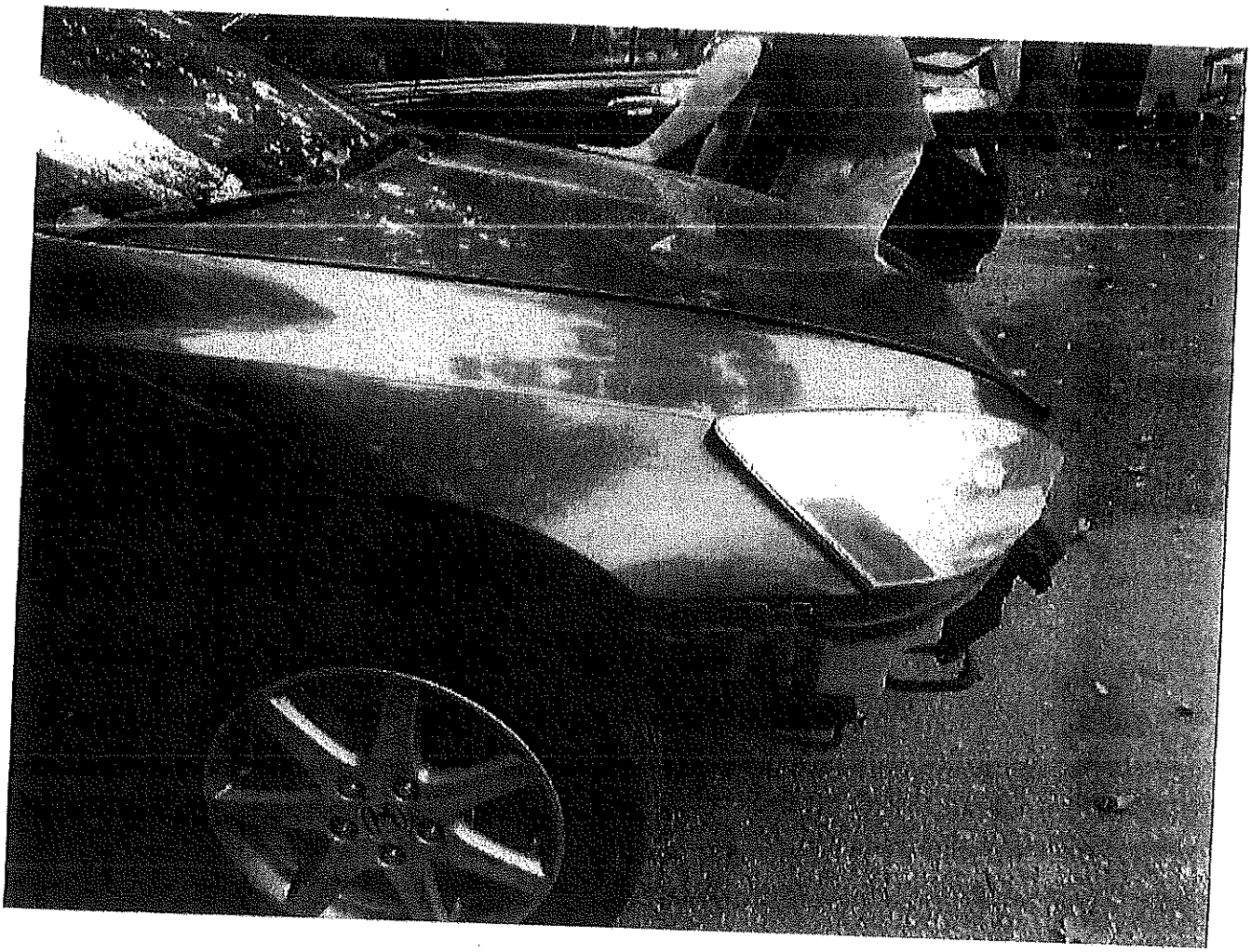


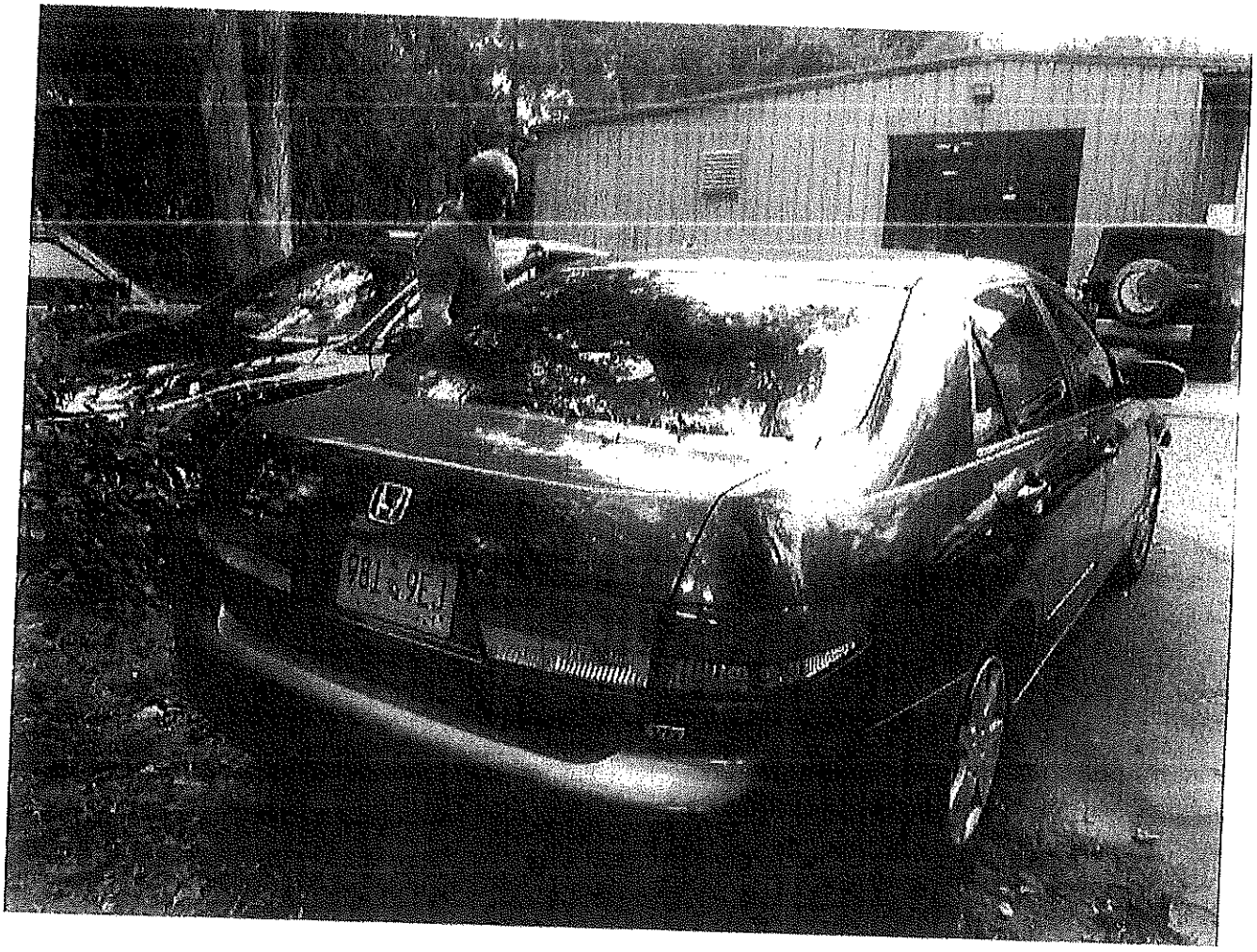

R
D
2
1

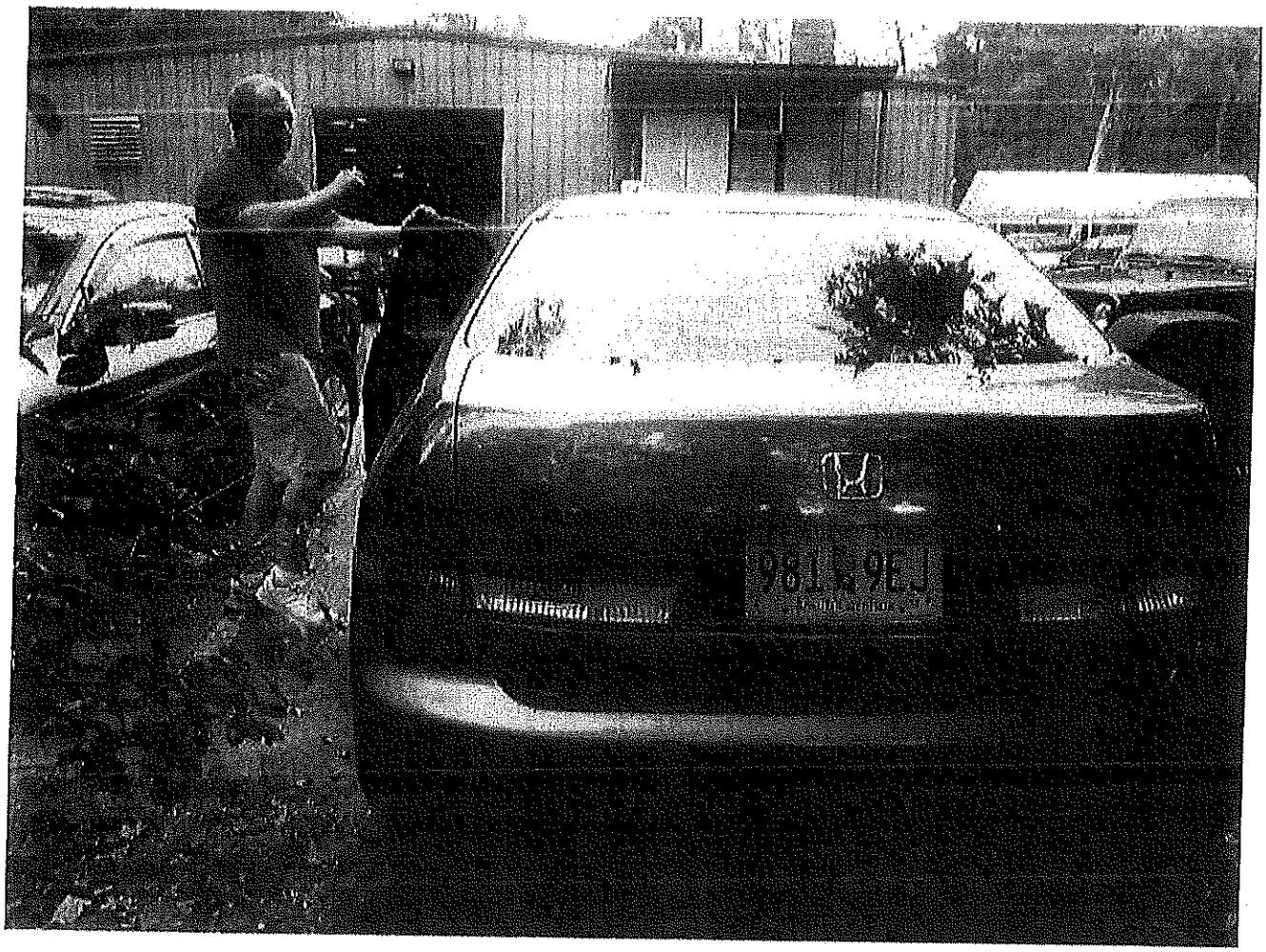

TOW TICKET
TOTAL AMOUNT

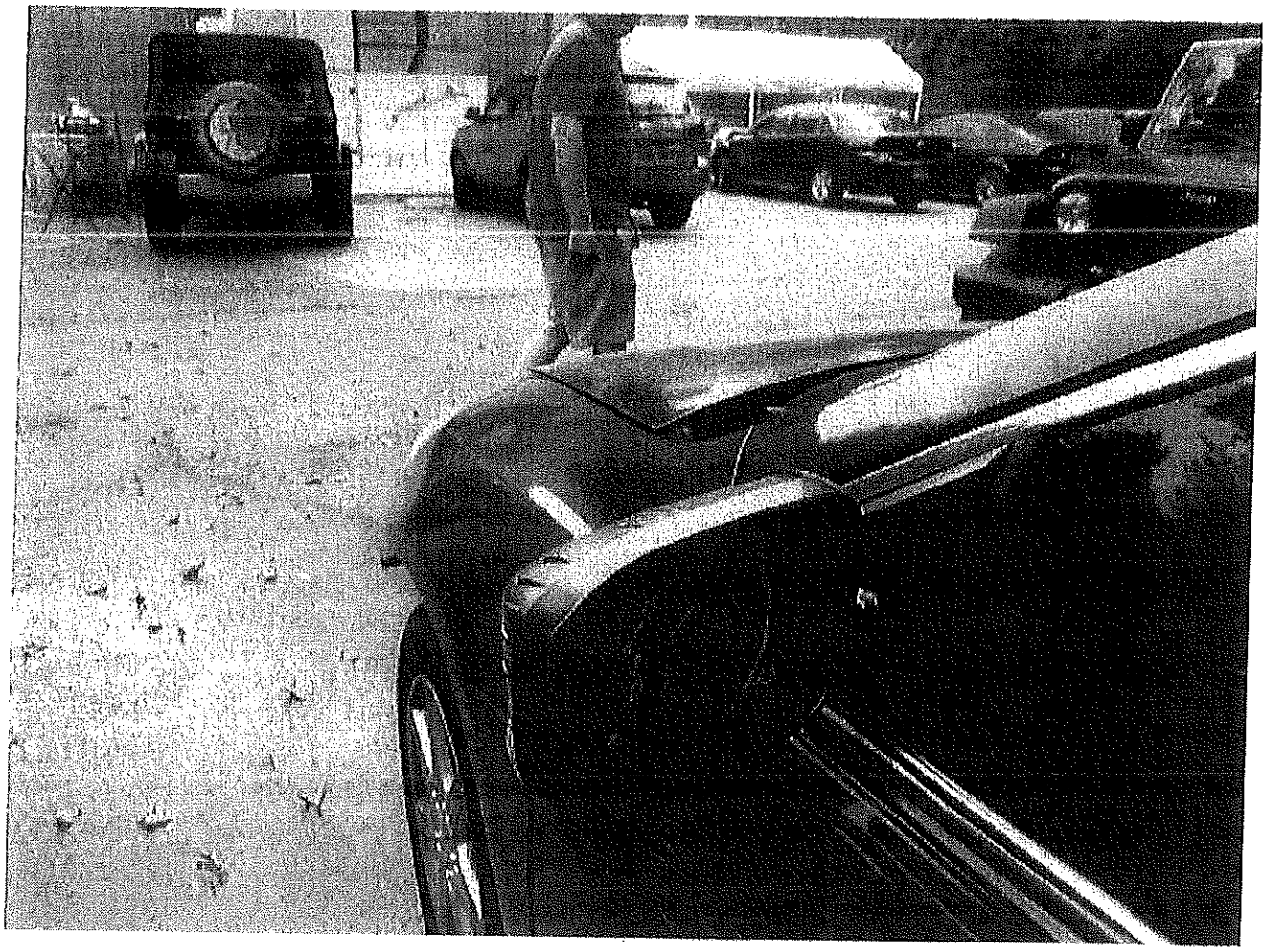



20
60
40
-20
0
180
200
220
240
140
160
P
R
N
D
D3
2
1
339768 TRIP A
42.9









RECORDED STATEMENT

RE:	MEMBER NUMBER:	011043223-005-0000-00
	INTERVIEWEE:	ANTOINE JOHNSON
	DATE OF LOSS:	11-07-14
	LOSS REPORT NUMBER:	005

THIS IS MISSY HOWARD SPEAKING FROM TAMPA, FLORIDA. I'M SPEAKING WITH ANTOINE JOHNSON REGARDING AN ACCIDENT HE WAS INVOLVED IN ON NOVEMBER, UHM, 8TH, 2014. TODAY IS NOVEMBER 13TH, 2014. CURRENTLY, IT IS 9:56 A.M. EASTERN STANDARD TIME AND THIS CONVERSATION IS BEING RECORDED.

Q: MR. JOHNSON, ARE YOU AWARE THAT YOU'RE BEING RECORDED?

A: YES, MA'AM.

Q: ALRIGHT. AND DO I HAVE YOUR PERMISSION TO RECORD THIS INTERVIEW?

A: YES, MA'AM.

Q: ALRIGHT. PLEASE STATE YOUR FULL NAME AND SPELL YOUR LAST NAME FOR ME.

A: ANTOINE TERRELL JOHNSON, J O H N S O N.

Q: AND WHAT IS YOUR ADDRESS?

A: 890 CHERRY HILL ROAD, HILTON HEAD, SOUTH CAROLINA.

Q: AND, UHM, FOR VERIFICATION PURPOSES, WHAT IS YOUR DATE OF BIRTH?

A: 7/14/94.

Q: ALRIGHT. NOW YOU WERE THE DRIVER OF YOUR VEHICLE?

A: YES, MA'AM.

Q: OKAY. DID YOU HAVE ANY PASSENGERS?

A: NO, MA'AM.

MEMBER NUMBER: 011043223-005-0000-00
INTERVIEWEE: ANTOINE JOHNSON

Q: OKAY. UHM, WHAT'S THE YEAR, MAKE, AND MODEL OF THE VEHICLE YOU WERE DRIVING?

A: A 2003 HONDA ACCORD.

Q: AND WHAT COLOR IS IT?

A: BLUE, LIKE, A NAVY BLUISH.

Q: OKAY. AND WHO IS THE REGISTERED OWNER OF THE VEHICLE?

A: MY MOTHER, UHM, LAKEVIA (SIC) JOHNSON.

Q: OKAY. AND IS YOUR VEHICLE STILL DRIVABLE?

A: UHM, I DON'T KNOW. I JUST KNOW THEY TOWED IT OFF THE SCENE.

Q: OKAY.

A: I BELIEVE IT IS. THEY JUST TOWED IT, I DON'T KNOW.

Q: OKAY. THAT'S OKAY. ALRIGHT, NO PROBLEM. UH, WHERE IS THE DAMAGE ON IT?

A: THE FRONT BUMPER AND THE DRIVER'S MIRROR.

Q: FRONT BUMPER AND THE, THE DRIVER'S MIRROR?

A: YES.

Q: OKAY. UHM, DID YOUR AIR BAGS DEPLOY?

A: NO, MA'AM.

Q: OKAY. DO YOU KNOW WHERE THEY TOWED IT TO?

A: UH, CAR, I WANNA (SIC) SAY CAROLINA TOWING.

Q: OKAY, NO PROBLEM.

A: I HAVE A CARD, UHM, I'LL GIVE YOU A CALL BACK AND GIVE YOU THAT.

Q: OKAY, THAT'S FINE. SOUNDS GOOD. ALRIGHT. UHM, NOW, UH, ABOUT WHAT TIME DID THIS ACCIDENT HAPPEN ON SATURDAY?

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	ANTOINE JOHNSON

A: IT WAS ABUT 5:45, SIX.

Q: UHM, IN THE EVENING?

A: YES, MA'AM, FRIDAY AFTERNOON, FRIDAY EVENING.

Q: OKAY. ALRIGHT. UHM, AND, UH, WHAT CITY AND, WHAT CITY DID THE ACCIDENT HAPPEN IN?

A: HILTON HEAD

Q: OKAY. ALRIGHT. AND WHAT ROAD DID IT HAPPEN ON?

A: 278.

Q: HIGHWAY 278?

A: YES, MA'AM.

Q: OKAY. NOW, UHM, HOW MANY LANES IS HIGHWAY 278 EACH WAY?

A: UHM, TWO GOIN' (SIC) ON HILTON HEAD AND TWO COMIN' (SIC) OFF.

Q: IS THERE, UHM, THOSE LANES, ARE THEY DIVIDED BY, LIKE, A MEDIAN OR A, A DOTTED LINE OR A DOUBLE LINE OR SOMETHING LIKE THAT?

A: UHM, A MEDIAN 'CAUSE I WAS TRYIN' (SIC) TO GET IN THE MEDIAN ACTUALLY.

Q: OKAY. ALRIGHT. UHM, ALRIGHT. IS IT, LIKE, A, LIKE, A CONCRETE MEDIAN, IS IT A GRASS MEDIAN, OR IS IT JUST A?

A: YEAH, IT'S NOT A MEDIAN, IT'S A TURNING LANE.

Q: IT'S A, LIKE, A CENTER TURN LANE IN THE MIDDLE?

A: YES, MA'AM.

Q: I GOTCHA (SIC), OKAY. ALRIGHT. UHM, ALRIGHT. AND, UHM, WERE YOU PULLING OUT OF A ROAD OR A, A?

A: YES, MA'AM.

Q: OKAY. UHM, DO YOU KNOW THE, THE ROAD THAT YOU WERE PULLING FROM?

USAA Confidential

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	ANTOINE JOHNSON

A: I DON'T KNOW THE EXACT NAME OF THE ROAD.

Q: OKAY. UHM, IS IT, LIKE, A RESIDENTIAL ROAD OR IS IT A COM, UHM, LIKE, A PARKING?

A: IT'S, LIKE, IT'S, IT'S A DUNKIN' DONUTS AND A COUPLE BUILDINGS IN FRONT, BUT BEHIND THERE IS A RES, SOME RESIDENTIAL HOUSES, LIKE, APARTMENT COMPLEX.

Q: I GOTCHA, OKAY. AND SO IT HAS AN EXIT FOR ALL OF THAT THEN MAYBE?

A: MA'AM?

Q: IS IT KIND OF AN EXIT FOR, FOR, LIKE, THE DUNKIN' DONUTS AND THE APARTMENTS?

A: YES, MA'AM.

Q: OKAY. ALRIGHT.

A: ONE WAY IN, ONE WAY OUT.

Q: OKAY. UHM, AND IS THAT CONTROLLED BY A LIGHT OR ANYTHING RIGHT THERE WITH, FOR THAT INTER...(CROSS-TALK)

A: WELL, IT'S A LIGHT, NOT IN FRONT OF THE, UHM, TURNIN' (SIC) SECTION BUT, LIKE, I'D SAY 25 FEET BEHIND THERE IT'S A LIGHT.

Q: OKAY. ALRIGHT. MAYBE FURTHER DOWN ON 278 THEN?

A: YES.

Q: I GOTCHA.

A: IT'S, LIKE, TWO MINUTES FROM THE, FROM THE HEAD OF THE ROAD.

Q: OKAY, I GOTCHA.

A: NOT EVEN TWO MINUTES.

Q: OKAY, ALRIGHT. UHM, ALRIGHT. CAN, COULD YOU TELL ME WHAT HAPPENED?

USAA Confidential

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	ANTOINE JOHNSON

A: UHM, I WAS COMING OUT AND I LOOKED BOTH WAYS, AND FROM MY VIEW IT WAS CLEAR.

Q: OKAY.

A: BUT WHEN I PULLED OUT IT WAS, LIKE, SHE WAS RIGHT THERE. AND SHE HIT ME ON THE SIDE AND THEN KEPT GOING AND THEN WENT ON THE OTHER SIDE OF 278 AND HIT SOMEONE ELSE THAT, UH, BUT SHE WAS DRIVING WITH NO LIGHTS ON.

Q: ALRIGHT. SO THERE WAS A VEHICLE COMING FROM YOUR LEFT THEN OR FROM YOUR RIGHT?

A: YES, MA'AM. SHE WAS COMING FROM MY LEFT.

Q: OKAY. UHM, AND WHAT, DO YOU KNOW WHAT TYPE OF VEHICLE THAT WAS?

A: I JUST KNOW THAT IT'S A S-U-V, I CAN'T, I DON'T KNOW THE MAKE.

Q: UH-HM.

A: THE MAKE OR MODEL OF IT.

Q: OKAY.

A: I DIDN'T EVEN GET TO SEE, I DIDN'T GET TO SEE HER OR THE VEHICLE ACTUALLY.

Q: OKAY, NO PROBLEM. UHM, SO YOU, UHM, YOU WERE TRYING TO MAKE THE LEFT TO GET OUT INTO THE, THAT CENTER TURN LANE OR WHAT HAVE YOU SO THAT YOU COULD GO THEN LEFT, UHM.

A: YES, MA'AM.

Q: OKAY, ONTO 278. DO YOU KNOW WHICH LANE SHE WOULD'VE BEEN IN, THE, 'CAUSE I.

A: SHE WAS IN, SHE WAS IN THE LEFT LANE.

Q: THE LEFT LANE. OKAY. ALRIGHT. AND, UHM, WHAT PART OF HER, WHAT PART OF, UHM, HER VEHICLE DID SHE HIT YOU WITH?

A: THE FRONT.

USAA Confidential

MEMBER NUMBER: 011043223-005-0000-00
INTERVIEWEE: ANTOINE JOHNSON

Q: ALRIGHT. SO, UH, YOU, THE FRONT OF HER VEHICLE HIT THE FRONT OF YOUR VEHICLE?

A: THE FRONT OF HERS HIT THE SIDE OF MINE.

Q: OH, THE SIDE OF YOURS. OKAY, MY BAD, I'M SORRY.

A: I GUESS THE FRONT SIDE.

Q: LIKE, THE, THE RIGHT, LIKE, BY THE FRONT TIRE THEN, OR?

A: CLOSE TO IT ON THE, ON THE DRIVER'S SIDE.

Q: OKAY, UH-HM.

A: CLOSE TO IT.

Q: OKAY. SO, ALRIGHT. SO BY THE DRIVER'S SIDE FRONT TIRE?

A: YES.

Q: OKAY. UHM, AND THEN AFTER, SO, UHM, AFTER SHE HIT YOU THEN SHE WENT INTO ONCOMING LANES, THE ONCOMING LANE OF TRAFFIC?

A: YEAH, INTO THE OPPOSITE SIDE AND HIT SOMEONE HEAD-ON.

Q: OKAY. AND SHE DID NOT HAVE HER HEADLIGHTS ON?

A: NO, MA'AM.

Q: OKAY. UHM, UHM, DID YOU, WHEN IS THE FIRST TIME YOU SAW HER, OR SAW THAT VEHICLE?

A: WHEN I PULLED OUT.

Q: OKAY. AND SO AFTER YOU PULLED OUT YOU SAW THAT SHE WAS THERE, OR?

A: WHEN I PULLED, LIKE, SOON AS I GOT IN, LIKE, THE MIDDLE OF THE ROAD SHE WAS RIGHT THERE.

Q: OKAY. ALRIGHT. AND, UHM, NOW DID YOU HAVE ANY DISCUSSION WITH, UHM, ANY PARTIES INVOLVED IN THE ACCIDENT?

A: NO, MA'AM.

USAA Confidential

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	ANTOINE JOHNSON

Q: DO YOU KNOW IF THERE WERE ANY WITNESSES THAT GAVE ANY INFORMATION?

A: UHM, IT WAS TWO, I HAVE TWO WITNESSES THAT STAYED OUT WITH ME 'TIL MY PARENTS GOT THERE BUT I, I DIDN'T GET THEIR NAMES AND NUMBERS.

Q: UH-HM.

A: BUT I DON'T KNOW IF THE OFFICERS DID OR NOT.

Q: OKAY. ALRIGHT. UHM, AND WHAT POLICE DEPARTMENT RESPONDED?

A: UHM, BUFORD COUNTY SHERIFF'S DEPARTMENT.

Q: ALRIGHT. UHM, AND YOU SAID IT WAS ABOUT, UHM, 5:45 OR SIX. WHERE WERE YOU COMING FROM, UHM?

A: I WAS COMING FROM DUNKIN' DONUTS **(INAUDIBLE)**

Q: OKAY. AND WERE YOU, UH, WHERE WERE YOU ON YOUR WAY TO?

A: HOME.

Q: OKAY. AND, UHM, WAS, UH, LIKE, AT 5:45 OR, YOU KNOW, ABOUT THE TIME YOU, WHEN YOU WERE GETTING OFF THERE, UHM, HOW WAS, HOW WERE THE LIGHTING CONDITIONS? I MEAN, WAS IT TOTALLY DARK OUTSIDE, WAS IT DUSK, WHAT'S THE, AT THAT TIME?

A: IT WAS, YOU CAN SAY IT WAS PRETTY MUCH TOTALLY DARK.

Q: OKAY. UHM, DO YOU KNOW IF THERE WAS ANY STREET LIGHTS OUT ON THAT ROAD?

A: WELL, IT'S NOT, I WOULDN'T SAY TOTALLY DARK 'CAUSE THERE WAS A LITTLE BIT OF SUNLIGHT OUT.

Q: ALRIGHT.

A: BUT NO, MA'AM, THERE'S NOT NO, UHM, I DON'T BELIEVE THERE'S NO STREET LIGHTS ON THAT ROAD.

Q: ALRIGHT. ALRIGHT. ALRIGHT. DID, UHM, DO YOU KNOW IF THE, UH, OR DID YOU RECEIVE ANY TICKETS OR CITATIONS?

A: NO, MA'AM.

0901119c909d0d5c

USAA Confidential

Hood_USAA_0083

02152

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	ANTOINE JOHNSON

Q: OKAY. DO YOU KNOW IF ANYONE RECEIVED TICKETS OR CITATIONS?

A: UH, I CAN'T SPEAK FOR THE OTHER TWO PARTIES 'CAUSE I NEVER I GOT OUT MY CAR.

Q: OKAY. YOU STAYED IN YOUR CAR THE WHOLE TIME?

A: YES.

Q: OKAY. ALRIGHT. UHM, AND, UH, DO, WERE YOU INJURED AS A RESULT OF THE ACCIDENT?

A: YES, MA'AM.

Q: OKAY. UHM, WERE YOU TRANSPORTED TO THE HOSPITAL?

A: YES, MA'AM.

Q: OKAY. WHAT HOSPITAL DID YOU GO TO?

A: HILTON HEAD, I DON'T KNOW IF IT'S, HILTON HEAD REGIONAL CENTER I BELIEVE.

Q: ALRIGHT. AND, UHM, WHAT TYPE OF INJURIES DID YOU SUSTAIN IN THE ACCIDENT?

A: LIKE MIDDLE AND LOWER BACK INJURIES.

Q: DID THEY TAKE, UHM, X-RAYS?

A: YES.

Q: ALRIGHT. UHM.

A: THEY TOOK X-RAYS OF MY BACK, MY ELBOW, AND MY SHOULDER.

Q: OKAY. UHM, YOUR LEFT OR YOUR RIGHT SHOULDER?

A: LEFT.

Q: OKAY. AND, UH, WERE THERE ANY FRACTURES NOTED IN, IN THE X-RAYS?

A: NO, MA'AM, JUST A LOT OF BRUISES.

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	ANTOINE JOHNSON

Q: OKAY. AND, UH, DID THEY GIVE YOU, UHM, MEDICATION TO TAKE?

A: YES, MA'AM.

Q: OKAY. HAVE YOU HAD TO FOLLOW UP WITH ANYONE, OR DO YOU HAVE TO FOLLOW UP WITH ANYONE?

A: UHM, I WENT TO THE, I HAD MY FOLLOW UP MONDAY AT DOCTOR'S CARE.

Q: HOW IS THAT GOIN'?

A: UHM, THEY, THEY PRESCRIBED ME SOME MORE, UH, SOME MUSCLE RELAXERS.

Q: OKAY.

A: SO I HAVEN'T, I DON'T, I DIDN'T START MY PHYSICAL THERAPY YET.

Q: OKAY. ALRIGHT. AND, UHM, THE, UH, ARE YOU MISSING ANY TIME FROM WORK BECAUSE OF THE ACCIDENT?

A: YES, MA'AM, I'VE MISSED A WEEK.

Q: OKAY. AND WHO IS YOUR EMPLOYER?

A: THE GREENERY.

Q: ALRIGHT. AND, UH, WHAT DO YOU DO AT THE GREENERY?

A: LANDSCAPING.

Q: OKAY. DO YOU NORMALLY WORK EIGHT HOURS A DAY?

A: YES, MA'AM.

Q: ALRIGHT. AND HOW MUCH DO YOU MAKE AN HOUR?

A: UH, 9.25.

0901119c909d0d5c

USAA Confidential

Hood_USAA_0085

02154

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	ANTOINE JOHNSON

Q: ALRIGHT. ALRIGHT. UHM, THE TIME IS APPROXIMATELY 10:07. I'LL TURN THE RECORDER OFF.

END OF STATEMENT

TRANSCRIBED BY: KK\0901119c9058014e\WWD
DECEMBER 11, 2014
750-01-363860

This is to certify the above statement is a true transcription to the best of my ability.

USAA Confidential

From:	sfax@worldwidedictation.com SMTP:sfax@worldwidedictation.com
To:	USAACLAIMS13272
CC:	
Subject:	EXTERNAL: # 1104 32 23 L/R # 5 DOL: 11/07/2014
Received:	1/29/2015 3:02:40 PM

Sender: sfax@worldwidedictation.com
Subject: EXTERNAL: # 1104 32 23 L/R # 5 DOL: 11/07/2014
Message-Id: Recipient: usaaclaims13272@usaa.com

From:	
To:	USAACLAIMS13272
CC:	
Subject:	EXTERNAL: # 1104 32 23 L/R # 5 DOL: 11/07/2014
Received:	1/29/2015 3:02:39 PM

RECORDED STATEMENT

RE: MEMBER NUMBER: 011043223-005-0000-00
INTERVIEWEE: THERESE HOOD
DATE OF LOSS: 11-07-14
LOSS REPORT NUMBER: 005

TRANSCRIPTION NOTE: Q: DIANE MARTIN
A: THERESE HOOD
S: KEVIN SMITH, ATTORNEY

THIS IS DIANE MARTIN SPEAKING. I AM SPEAKING WITH ATTORNEY, KEVIN SMITH, WHO REPRESENTS THERESE HOOD, GETTING A RECORDED FROM MISS HOOD IN REGARDS TO THE DA-USM, ACCIDENT DETAILS. MR. SMITH, DO I HAVE YOUR PERMISSION TO GET THE RECORDED STATEMENT FROM MISS HOOD?

S: YES, YOU DO.

Q: MISS HOOD, DO YOU UNDERSTAND THE CONVERSATION IS BEING RECORDED?

A: YES, MA'AM.

Q: AND I HAVE YOUR PERMISSION TO DO SO?

A: YES, MA'AM.

Q: OKAY. THIS ACCIDENT OCCURRED ON NOVEMBER 7, 2014. MISS HOOD, WHAT STREET WERE YOU TRAVELING ON?

S: YOU WERE...

A: UHM, HIGHWAY 279.

Q: WHAT TIME OF DAY WAS IT?

A: SIX (SIC) P.M. 5:59, SIX P.M.

Q: OKAY. WAS IT DARK OUTSIDE?

A: NO. IT WAS, NO, IT WAS NOT DARK.

Q: OKAY. WHAT WAS THE WEATHER LIKE?

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWER:	THERESE HOOD

A: UH, IT WAS NICE WEATHER.

Q: OKAY. ROADS WERE DRY?

A: YES, ROADS WERE DRY.

A: I'M SORRY, I DIDN'T HEAR YOUR QUESTION?

Q: WERE THE ROADS DRY?

A: OH, YES, MA'AM.

Q: OKAY. HOW MANY LANES ONE WAY IS 278?

A: TWO.

Q: TWO IN EACH DIRECTION?

A: YES, MA'AM.

Q: OKAY. AND WHAT LANE WERE YOU IN? THE LEFT OR THE RIGHT?

A: THE LEFT.

Q: WHAT'S THE POSTED SPEED LIMIT ON THAT ROAD?

A: 45 (SIC).

Q: WHAT WAS YOUR SPEED?

A: **(INAUDIBLE)**

Q: EXPLAIN WHAT (SIC) YOU.

A: UHM, I HAD JUST, UH, PASSED A STOP LIGHT, SO I WAS ACCELERATING.

Q: LET ME ASK YOU THIS. DO YOU THINK YOU HAD REACHED 45 YET?

A: NO.

Q: WHAT WOULD YOU ESTIMATE THAT YOUR SPEED WAS AT THE TIME THAT THE COLLISION HAPPENED?

A: 30 AT BEST.

Q: OKAY.

0901119c9110176e

USAA Confidential

Hood USAA 0089

02158

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	THERESE HOOD

Q: OKAY. SO DID THE ACCIDENT OCCUR AT THIS INTERSECTION OR PAST THE INTERSECTION?

A: PAST THE INTERSECTION.

Q: OKAY, SO YOU WAS STOPPED AT THE LIGHT. THE LIGHT TURNED GREEN, AND SO YOU START ACCELERATING TO GO, CORRECT?

A: CORRECT.

Q: OKAY. HOW FAR PAST THE INTERSECTION WOULD YOU SAY IT OCCURRED?

A: 300 FEET.

Q: OKAY. OKAY. SO TELL ME WHAT HAPPENED.

A: I WAS DRIVING ON THE LEFT SIDE OF THE ROAD ON 278, HEADING TO **(INAUDIBLE)** CLIFTON (SIC) HEAD (SIC). I WAS TWO MILES FROM MY DESTINATION. UHM, AFTER I PASSED THE STOP LIGHT, I ACCELERATED AND I SAW, IN MY PERIPHERAL VISION, A VEHICLE COMING TOWARDS (SIC) ME, TOWARDS THE FRONT END OF MY PASSENGER SIDE. I TRIED TO AVOID THE VEHICLE AND VEERED TO THE RIGHT, AND, UHM, THE VEHICLE HIT ME ON THE PASSENGER SIDE, TIRE (SIC) **(INAUDIBLE)** AND THEN DRAGGED ALONG-SIDE OF MY CAR, BECAUSE TO GET PAST THE STOP SIGN, HIS SPEED WAS AT A MOMENTUM, WHICH PUSHED MY EQUINOX ON THE, ACROSS THE MEDIAN, INTO AN ONCOMING, UH, SUBURBAN THAT WAS, UHM, HEADING IN THE OTHER DIRECTION.

Q: OKAY. LET'S BACK UP JUST FOR A SECOND HERE, SO I BETTER UNDERSTAND IT. YOU'RE IN THE LEFT LANE. YOU SEE THIS VEHICLE IN YOUR PERIPHERAL VISION. TO YOUR LEFT OR TO YOUR RIGHT?

A: MY LEFT.

Q: SO THE VEHICLE IS COMING FROM YOUR LEFT?

A: OH, I'M SORRY. TO THE RIGHT. I'M SORRY. I GET, I WAS GOING STRAIGHT AND HE... (CROSS-TALK)

Q: OKAY... (CROSS-TALK)

A: ...WAS **(INAUDIBLE)**... (CROSS-TALK)

0901119c9110176e

USAA Confidential

Hood_USAA_0090

02159

Q: OKAY. SO HE WAS ON YOUR RIGHT, NOT YOUR LEFT. OKAY. THAT'S WHERE I WAS A LITTLE CONFUSED. OKAY. AND WAS THAT VEHICLE IN THE, THE RIGHT LANE OR WAS THAT VEHICLE COMING FROM A SIDE STREET?

A: THE PERSON WAS COMING FROM A SIDE STREET. UH… (CROSS-TALK)

Q: SO WHEN YOU SAW THIS PERSON, W-YOUR REACTION WAS TO SWERVE IN, WHAT DIRECTION DID YOU SWERVE?

I: DID YOU… (CROSS-TALK)

A: **(INAUDIBLE)** (CROSS-TALK)

I: …WHEN YOU SAW HIM ON YOUR RIGHT, OKAY, WHEN YOU SAW HIM, DID YOU SWERVE TOWARDS HIM OR DID YOU SWERE AWAY FROM HIM?

A: AWAY FROM HIM.

I: OKAY.

Q: OKAY.

I: THAT WOULD HAVE BEEN TO THE LEFT?

A: YES.

I: OKAY.

Q: OKAY. NOW WAS HE IN THE RIGHT LANE OR DID HE JUST COME FROM THE STOP SIGN AND TRY TO GET INTO THE LEFT LANE?

A: HE WAS IN THE, HE WAS AT THE STOP SIGN. (CROSS-TALK)

Q: UH-HM.

A: …I BELIEVE HE WAS TRYING TO CROSS OVER, UHM, TO GET IN THE LEFT T-UP, TO GET ON (SIC) LEFT LANE.

Q: OKAY.

A: HE WAS TRYING TO CROSS THE, THE HIGHWAY TO GET, UHM, TO THE OTHER, TO GO THE OPPOSITE WAY OF, OR THE SAME STREET SHE WAS GOING.

Q: OKAY.

0901119c9110176e

USAA Confidential

Hood_USAA_0091

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	THERESE HOOD

S: THOSE TWO LANES ARE SEPARATED BY A MEDIAN.

A: **(INAUDIBLE)** GRASS (SIC).

S: YEAH.

Q: OKAY. SO HE COMES OVER AND HE TAGS (SIC) YOUR VEHICLE. WHERE EXACTLY WAS THE POINT OF IMPACT?

A: UHM, ON THE PASSENGER SIDE, RIGHT OVER THE WHEEL ON THE PASSENGER SIDE.

Q: AND THAT'S THE B-BACK WHEEL, THE REAR WHEEL?

A: NO, THE FRONT.

Q: OKAY.

A: AND THEN IT DRAGGED ACROSS MY VEHICLE.

Q: AND IT PUSHED YOU ACROSS THE MEDIAN INTO ONCOMING TRAFFIC?

A: YES, MA'AM.

Q: OKAY. NOW WHERE WAS THE POINT OF IMPACT ON HIS VEHICLE?

A: I DON'T KNOW.

Q: OKAY. WERE THERE ANY WITNESSES THAT STOPPED?

A: YEAH.

Q: DID YOU TALK TO ANY OF THE WITNESSES?

A: YES. ONE OF THE WITNESSES, UH, CAME OVER TO MY VEHICLE AND SHE WAS THE ONE WHO ASSISTED ME IN GETTING OUT OF MY VEHICLE, BECAUSE SHE SAID SHE HAD SEEN SOME SMOKE AND SHE WAS AFRAID THERE WOULD BE FIRE.

Q: DID THIS WITNESS SPEAK TO THE, UHM, POLICE DEPARTMENT? DO YOU KNOW?

A: THAT (SIC) I DON'T KNOW.

Q: WERE YOU GIVEN ANY CITATIONS?

A: NO, MA'AM.

0901119c9110176e

USAA Confidential

Hood_USAA_0092

02161

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWER:	THERESE HOOD

Q: AND YOU HIT ANOTHER VEHICLE THAT WAS COMING, UHM, OPPOSITE DIRECTION AS YOU, WHEN YOU WERE PUSHED ACROSS?

A: YES.

Q: OKAY. IS THERE ANYTHING ELSE YOU WANNA ADD TO THE STATEMENT?

A: NO, MA'AM.

Q: HAVE YOU UNDERSTOOD ALL THE QUESTIONS I'VE ASKED YOU?

A: YES, MA'AM.

Q: MR. SHIEH, IS THERE ANYTHING YOU WOULD LIKE TO ADD TO THE STATEMENT?

S: UHM, NO.

Q: OKAY.

S: UHM, E-EVEN (SIC) FOR, FOR MYSTI'S (SIC) SAKE, UHM, ONE OF THE ISSUES IS GONNA BE WERE HEAD LIGHTS ON OR OFF.. (CROSS-TALK)

Q: OKAY.. (CROSS-TALK)

A: ..SO, UH, AND, AND, AND, AND I JUST KNOW THAT'S AN ISSUE IN THE CASE, SO MAYBE I HAVE TO ASK THE QUESTION, 'CAUSE I, I KNOW HOW SHE WANNA FRAME IT. UHM, ON THE CAR YOU WERE DRIVING, UHM, ARE THE HEAD LIGHTS, UHM, IS THERE AN AUTOMATIC SWITCH?

A: YES, THERE IS.

S: ALRIGHT. AND WHERE AT YOU LEAVE THE SETTING FOR YOUR HEAD LIGHTS? ALRIGHT? SO DO YOU TURN 'EM ON AT NIGHT AND OFF DURING THE DAY? SIT IN THAT ONE POSITION?

A: YES (SIC).

S: AND, UHM, UHH, UH, WERE YOUR HEAD LIGHTS ON AND SHINING AT THE TIME THIS HAPPENED?

A: YES (SIC).

From:	sfax@worldwidedictation.com SMTP:sfax@worldwidedictation.com
To:	USAACLAIMS13272
CC:	
Subject:	EXTERNAL: # 1104 32 23 L/R # 5 DOL: 11/07/2014
Received:	3/2/2015 9:16:47 AM

Sender: sfax@worldwidedictation.com
Subject: EXTERNAL: # 1104 32 23 L/R # 5 DOL: 11/07/2014
Message-Id: Recipient: usaaclaims13272@usaa.com

From:	
To:	USAACLAIMS13272
CC:	
Subject:	EXTERNAL: # 1104 32 23 L/R # 5 DOL: 11/07/2014
Received:	3/2/2015 9:16:47 AM

RECORDED STATEMENT

RE:	MEMBER NUMBER:	011043223-005-0000-00
	INTERVIEWEE:	CARY T. TANRATH
	DATE OF LOSS:	11-07-14
	LOSS REPORT NUMBER:	005

FROM TAMPA, FLORIDA. I'M SPEAKING WITH CARY TANRATH REGARDING AN ACCIDENT HE WITNESSED ON NOVEMBER THE 7TH, 2014. TODAY IS DECEMBER THE 17TH, 2014. CURRENTLY, IT IS 3:06 P.M. EASTERN STANDARD TIME. AND THIS CONVERSATION IS BEING RECORDED.

Q: UH, MR. TANRATH, PLEASE STATE YOUR FULL NAME AND SPELL YOUR LAST NAME FOR ME.

A: CARY THAD (SIC) TANRATH, T A N AS IN NOVEMBER, R A T H.

Q: AND, UH, WHAT IS YOUR ADDRESS?

A: 104 BENICKLE COURT, SAVANNAH, GEORGIA, 31410.

Q: AND, UH, THE BEST CONTACT NUMBER IS THIS, THE 9-1-2, UH, 412-8956?

A: YES, MA'AM.

Q: OKAY, UHM, NOW DO YOU REMEMBER ABOUT WHAT TIME THE ACCIDENT HAPPENED ON NOVEMBER 7TH?

A: UH, IT WOULD BE.. IT WAS AFTER 5:30 'CAUSE IT WAS.. BECAUSE IT WAS DARK OUT.

Q: OKAY.

A: BUT THAT'S THE BEST I COULD PUT THE TIME. SOMETIME AFTER 5:30 BUT BEFORE SEVEN O'CLOCK.

Q: OKAY, BUT IT WAS, UHM.. WAS IT TOTALLY DARK OUT, WAS IT.. OR WAS IT DUSK?

A: NO, IT WAS TOTALLY DARK OUT.

Q: OKAY. ALRIGHT, ALRIGHT. NOW, UHM, WERE YOU TRAVELING IN A CAR OR WERE YOU, UHM, LIKE ON THE SIDE WALK OR..?

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	CARY T. TANRATH

A: I WAS TRAVELING IN A VEHICLE.

Q: OKAY, WHAT ROAD WERE YOU... (CROSS-TALK)

A: TRAVELING... TRAVELING WEST ON 270.

Q: ALRIGHT. AND, UHM, CAN YOU TELL ME WHAT YOU SAW HAPPEN?

A: UHM, TRAVELING WEST ON 270, THE VEHICLE IN FRONT OF ME, WE WERE BOTH IN THE FAR LEFT HAND LANE, AND THEN I OBSERVED A VEHICLE COMING STRAIGHT AT, UHM, US, TRAVELING EAST IN THE, UH, WESTBOUND LANE. LIKE CROSSING OVER THE MEDIAN.

Q: UH-HUH.

A: AND THEN I SAW THE CAR IMPACT THE CAR IN FRONT OF ME.

Q: OKAY. ALRIGHT. NOW, UHM, SO YOU WERE... YOU WERE TRAVELING DIRECTLY BEHIND THAT CAR THAT HIT HEAD ON, I GUESS THEM?

A: UH, YES. I WAS BEHIND THEM PROBABLY 50 100 FEET.

Q: OKAY, ALRIGHT.

A: ENOUGH TIME THAT I COULD BRAKE... I COULD BRAKE BECAUSE WHEN HE GOT HIT, DEBRIS STARTED FLYING EVERYWHERE.

Q: OKAY. AND IT DIDN'T GET ON YOUR VEHICLE OR ANYTHING?

A: NO.

Q: OKAY. UHM, NOW DID YOU SEE ANYTHING THAT HAPPENED PRIOR TO SEEING THE CAR... THE ONCOMING CAR?

A: THE ONLY... THE ONLY THING I OBSERVED, THE ONCOMING CAR DID NOT HAVE ANY HEADLIGHTS ON.

Q: OKAY.

A: BUT IT... AND I HAVE TO PUT A... UHM, FROM MY VANTAGE POINT, ALL THAT I COULD SEE WAS THE PASSENGER SIDE OF THE ONCOMING VEHICLE, AND THE PASSENGER SIDE LIGHT... DRIVER'S... DRIVING LIGHT WAS NOT ON.

Q: OKAY.

0901119c915c9fe9

USAA Confidential

Hood_USAA_0097

02165

A: SO I COULDN'T SEE THE FULL FRONT OF THE VEHICLE THAT... THAT IMPACTED THE... THE VEHICLE IN FRONT OF ME.

Q: OKAY. YOU COULD ONLY SEE THE VEH... THE PASSENGER SIDE?

A: CORRECT.

Q: OKAY. UHM, SO IT WAS COMING AT KIND OF AT AN ANGLE IN Y'ALLS LANE THEN, I'M ASSUMING?

A: YES, MA'AM.

Q: OKAY, ALRIGHT. NOW, UHM, AFTER THE IMPACT OCCURRED, UHM, DID YOU, UHM... WHAT HAPPENED? DID YOU STOP AND... AND SPEAK WITH SOMEBODY OR...?

A: I... I, UHM, SLOWED DOWN, STOPPED, PULLED OFF TO THE LEFT SIDE OF THE ROAD.

Q: UH-HUH.

A: UHM, AND THEN HELPED TO, UHM, EXTRACT THE TWO PEOPLE THAT WERE HIT IN THE VEHICLE IN FRONT OF ME.

Q: OKAY, ALRIGHT. ALRIGHT, AND, UHM, DID YOU HAVE ANY DISCUSSION ABOUT WHAT THEY SAW? ANYBODY OTHER THAN YOURSELF?

A: JUST... JUST WITH THE POLICE OFFICERS THAT WERE THERE. AND THEN THERE WAS ONE OTHER WITNESS THAT, UHM, HE AND I TALKED ABOUT WHAT WE HAD SEEN. AND IT WAS PRETTY MUCH... AND FROM WHAT I CAN REMEMBER, WE HAD THE SAME RECOLLECTION AS THE VEHICLE COMING IN TO OUR LANE HEADING THE WRONG DIRECTION.

Q: OKAY. ALRIGHT. AND DO YOU REMEMBER, UHM, YOU MAY NOT. AFTER THE IMPACT OCCURRED, ANY NOTICE OF ANY LIGHTS AT THAT POINT IN TIME WHEN YOU COULD SEE?

A: NO, MA'AM. THE... THE FRONT ENDS OF THE VEHICLES WERE SMASHED UP REALLY BAD.

Q: OKAY, ALRIGHT. AND DO YOU KNOW WHAT CAUSED THAT ONCOMING VEHICLE TO BE IN THAT LANE?

A: I DO NOT.

0901119c915c9fe9

USAA Confidential

Hood_USAA_0098

MEMBER NUMBER:	011043223-005-0000-00
INTERVIEWEE:	CARY T. TANRATH

Q: OKAY, ALRIGHT. UHM, AND IS... AGAIN, JUST FROM VANTAGE POINT, YOU COULD NOT SEE ANYTHING ON THAT RIGHT SIDE OF THE CAR, PASSENGER SIDE OF THE CAR?

A: CORRECT.

Q: OKAY, ALRIGHT. ALRIGHT, AND, UHM, AND THEN YOU JUST GAVE YOUR, UHM, STATEMENT TO THE OFFICER?

A: YES, MA'AM.

Q: OKAY. UH, AND YOU'RE NOT... I... I KNEW YOU SPOKE WITH SOMEONE ELSE THERE, BUT, UHM, DO YOU KNOW IF THAT PERSON SPOKE WITH THE OFFICER?

A: YES, MA'AM.

Q: THEY DID... (CROSS-TALK)

A: UH, HE HAD... HE HAD... YEAH, HE HELPED EXTRACT THE, UH, PEOPLE FROM THE OTHER VEHICLE.

Q: UH-HUH.

A: OR THE INDIVIDUAL FROM THE OTHER VEHICLE. AND BOTH OF US GAVE STATEMENTS TO THE, UH, UHM, POLICE OFFICERS.

Q: OKAY. NOW ARE YOU RELATED OR ACQUAINTED TO EITHER OF THE PARTIES INVOLVED?

A: NO, MA'AM.

Q: ALRIGHT, THE TIME IS APPROXIMATELY 3:11 AND I WILL TURN THE RECORDER...

END OF STATEMENT

TRANSCRIBED BY: MGW\0901119c9[illegible]d6\WMD
MARCH 2, 2015
758-01-101449

This is to certify the above statement is a true transcription to the best of my ability.

USAA Confidential

HOFFMAN
LAW FIRM

DAVID L. HOFFMAN, JR.
KEVIN B. SMITH
S. BRICE PEPER

843-769-7077
TOLL FREE: 1-888-769-7177
FAX: 843-769-4567
WWW.HOFFMANLAW.NET

7087 RIVERS AVENUE
N. CHARLESTON, S.C. 29406
CONTACT@HOFFMANLAW.NET

April 30, 2015

Missy Howard
USAA
P.O. Box 659461
San Antonio, TX 78265

RE: Therese Hood v. Antoine T. Johnson
DOI: 11/4/2014
Case No.: 2015-CP-27-119

Dear Missy:

Please find enclosed herewith a copy of the Summons for Counterclaim and Answer and Counterclaim for your review. Please forward this to your legal counsel in order to get the defense established.

With kind regards, I am

Sincerely,

Kevin B. Smith

KBS/asr

Enclosures

cc: Therese Hood

0901119c920d33a0

USAA Confidential

Hood_USAA_0100

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	CIVIL ACTION NO. 15-CP-27-119
THERESE HOOD,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**SUMMONS FOR COUNTERCLAIM**
	)	
ANTOINE JOHNSON,	)	
	)	
Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Counterclaim in this action, a copy of which is herewith served upon you, and to serve a copy of your answer thereto upon the subscribers at their offices, P.O. Box 849 Beaufort, South Carolina, 29901 and/or P.O. Box 4209 Pawleys Island, South Carolina 29585 within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Counterclaim within such time, judgment will be rendered against you for the relief demanded therein.

SAMS & SAMS, P.A.

BY: W. Toland Sams

W. Toland Sams
P.O. Box 849
Beaufort, SC 29901
(843) 524-4189

SMITH LAW, LLC

BY: W. Toland Sams for

Gregory R. Weathers
P.O. Box 4209
Pawleys Island, SC 29585
(843) 237-9550

Beaufort, South Carolina

April 24, 2015

ATTORNEYS FOR THE DEFENDANT

0901119c920d33a0

USAA Confidential

Hood USAA_0101

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	CIVIL ACTION NO. 15-CP-27-119
THERESE HOOD,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**ANSWER AND COUNTERCLAIM**
	)	(Jury Trial Demanded)
ANTOINE JOHNSON,	)	
	)	
Defendant.	)	

The Defendant, answering the Complaint herein and counterclaiming against the Plaintiff, respectfully alleges:

FOR A FIRST DEFENSE

1. He denies every allegation of the Complaint except those allegations that are specifically admitted herein.
2. He admits, upon information and belief, the allegations of paragraph 1 of the Complaint.
3. He admits the allegations of paragraphs 2 and 3 of the Complaint.
4. He admits the allegations of paragraph 4 of the Complaint and further alleges that although he would initially have moved north across the eastbound lanes U.S. Highway 278, he was planning to make a left turn and head west on U.S. Highway 278.
5. He admits that he collided with the vehicle being operated by the Plaintiff, but he denies that the accident and any injuries and damages allegedly sustained by the Plaintiff were due to or caused by any negligence or recklessness on his part and he demands strict proof of the allegations of paragraph 5 of the Complaint.
6. He denies the allegations of paragraph 6 of the Complaint and demands strict proof thereof.
7. He lacks sufficient knowledge or information to form a belief as to the nature and extent of the injuries and damages allegedly sustained by the Plaintiff and therefore demands strict proof of the allegations of paragraph 7 of the Complaint.

FOR A SECOND DEFENSE

8. The foregoing Paragraphs are hereby incorporated by reference and realleged as if set forth herein verbatim.

9. The accident complained of herein and any injuries and damages resulting therefrom were a direct and proximate result of the negligent, reckless, wilful, and wanton acts and omissions of the Plaintiff in one or more of the following particulars:

   a. In failing to keep a proper lookout;

   b. In failing to keep her vehicle under proper control;

   c. In failing to have her vehicle properly equipped with working lights or in failing to properly use them;

   d. In operating her vehicle without using the vehicle headlights when she knew or should have known that such conduct was hazardous to herself and to others using the roadway;

   e. In operating her vehicle in excess of the speed limit or at a speed that was too fast for the conditions then and there existing;

   f. In operating her vehicle with defective brakes or in failing to properly use them;

   g. In failing to take any reasonable evasive action in an effort to avoid the collision; and

   h. In failing to exercise the degree of care that a reasonable person would have exercised under the same or similar circumstances.

10. The negligence and recklessness of the Plaintiff as alleged herein shall bar, or reduce in proportion to such negligence and recklessness, any recovery by her in this action.

FOR A THIRD DEFENSE AND AS A COUNTERCLAIM AGAINST THE PLAINTIFF

11. The foregoing Paragraphs are hereby incorporated by reference and realleged as if set forth herein verbatim.

12. Upon information and belief, by using the roads and highways of the State of South Carolina, the Plaintiff was charged with a duty of care to refrain from negligent, careless or reckless

USAA Confidential

behavior in the driving, maintenance and operation of a motor vehicle.

13. Upon information and belief, this duty of care owed by the Plaintiff flowed to and affected the Defendant.

14. At the aforesaid date, time and place, the Plaintiff breached the duty of care she owed the Defendant and was negligent, negligent *per se*, reckless, willful, wanton and grossly negligent in one or more of the following particulars, to wit:

a. In failing to keep a proper lookout;

b. In driving too fast for conditions;

c. In being inattentive to the road and the prevailing traffic conditions thereon;

d. In following too closely;

e. In failing to ensure her vehicle was equipped with proper safety and navigational lighting;

f. In failing to maintain proper control over her vehicle;

g. In failing to take any evasive action, by any means, to avoid this incident;

h. In failing to obey the laws, statutes, regulations and ordinances then and there prevailing;

i. In failing to act as a reasonable and competent driver would have acted under the circumstances; and

j. In other such particulars as the evidence produced in discovery and at trial may show.

15. Any or all of the above-stated acts or omissions of negligence, recklessness, willfulness, wantonness and gross negligence were the direct and proximate cause of the injuries and damages sustained by the Defendant, and these injuries and damages would not have occurred but for one, some or all of the above acts and/or omissions by the Plaintiff.

16. As a direct and proximate result of the aforesaid collision, the Defendant's vehicle was struck and he has suffered great physical harm and injury to his person which has and will in the future cause him to undergo much physical pain and suffering; has and will in the future

cause him to expend large amounts of money for medical treatments and services; has and will in the future cause him to suffer lost wages, lost employment opportunities, loss of earning capacity and other financial losses; has caused him to sustain permanent injuries and debilitation; and has and will in the future cause him to suffer trauma, anxiety, annoyance, inconvenience, loss of enjoyment of life and emotional distress--all to his damage and detriment.

17. By reason of the acts and omissions of Plaintiff as set forth above, the Defendant is informed and believes that he is entitled to an award of actual damages in a sum sufficient to fully compensate him for his injuries and losses, and for punitive damages together with the costs of this action.

WHEREFORE, the Defendant prays that the Complaint be dismissed with prejudice and that he be awarded judgment on his Counterclaim against the Plaintiff for both actual damages and punitive damages in an amount to be determined by the jury, together with costs and such other and further relief as this Court may deem just and proper.

SAMS & SAMS, P.A.

BY: W. Toland Sams

W. Toland Sams
P.O. Box 849
Beaufort, SC 29901
(843) 524-4189
Attorneys for the Defendant

SMITH LAW, LLC

BY: W. Toland Sams for

Gregory R. Weathers
P.O. Box 4209
Pawleys Island, SC 29585
(843) 237-9550
Attorneys for the Defendant

Beaufort, South Carolina

April 24, 2015

0901119c920d33a0

USAA Confidential

Hood_USAA_0105

Certificate of Mailing

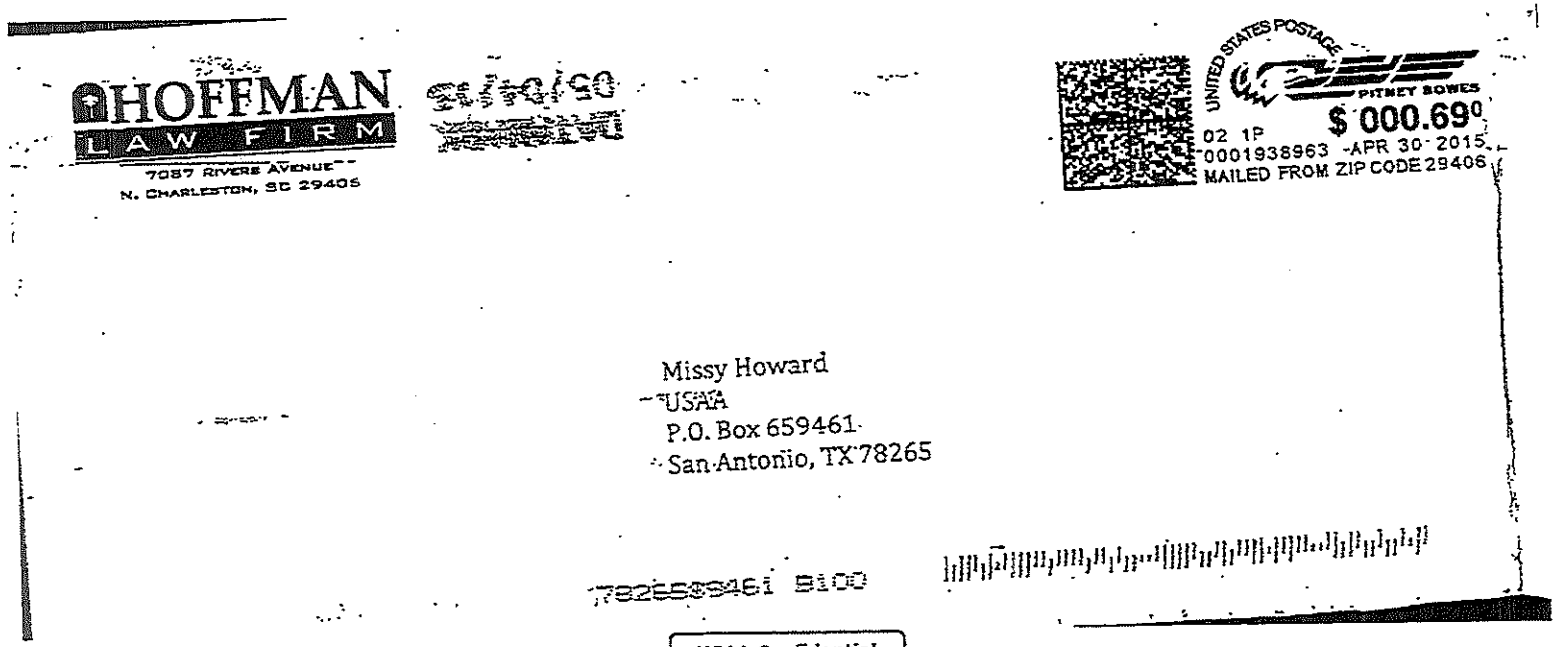
The undersigned hereby certifies that a true copy of the foregoing document has been served upon all counsel of record by mailing a copy thereof properly addressed and with sufficient postage affixed thereto this 24th day of April, 2015.

W. Toland Sams

0901119c920d33a0

USAA Confidential

Hood_USAA_0106



02175

Hood_USAA_0107

From: USAA[USAA.Web.Services@customermail.usaa.com]

Sent: Wednesday, May 20, 2015 03:24 PM

To: we.hoods@live.com

Subject: Your USAA Auto Claim

Dear David Hood,

Thank you for trusting USAA with your insurance needs. My name is Diane D Martin, and I'm handling your auto claim. We've opened the following claim based on information provided:

Policyholder:	David Hood
Claim #:	011043223-7103-7
Date of loss:	November 7, 2014
Loss location:	Hilton Head, South Carolina

Important details about your claim
Please review the following information about the handling of your claim.

Deductibles
When you take your vehicle to a repair facility, you will pay your deductible directly to the repair facility.

Possible total loss
Our preliminary evaluation is that your vehicle may be a total loss. If we determine that your vehicle is damaged beyond repair, a settle loss representative will handle that portion of your claim, and they'll contact you with detailed instructions on the handling of the potential total loss. Please take the following steps to expedite the total loss settlement process:

- If your vehicle is at a body shop or storage facility, please remove all of your personal belongings and advise the facility that you are releasing your vehicle to USAA.
- If you have a lender, please obtain the loan account information and lender's phone number.
- If the vehicle's title is held by your lender, we will arrange for the title to be delivered to USAA.
- If you hold your vehicle's title, please locate it. **Do not** sign the title until we give instructions for signing the title.

Although you shouldn't buy a replacement vehicle until our appraiser confirms that your vehicle is a total loss, now may be a good time to start planning for a replacement vehicle. USAA can help with Auto Circle™, our newest service that will help you find, finance and insure a new or used vehicle with our lowest price guarantee[1]. Go to AutoCircle.com to begin your search.

Your payment options
Ask us about the option to receive your payment electronically. This is a quick and convenient way to deposit the funds directly into your checking or savings account. An electronic funds transfer is a great way for you to receive payment quickly and securely when you need it most.

Simplifying your claims experience
The best way to share information about your claim, or check the status of it, is to go to our Claim Communication Center. You can access the center anytime on usaa.com or by using our mobile app for your phone or iPad®.

The Claim Communication Center is the place to:

- Review your deductible.
- Schedule a rental vehicle.
- Find a USAA approved repair provider.
- Schedule an appraisal.
- Post messages about your claim.
- Upload photos or documents.

- View your payments.

How to contact us
If you have questions or need additional information about your claim, contact us by:

- Posting a secure message to the Claim Communication Center, and we'll reply within four hours.
- Emailing us at hea07ha09r@claims.usaa.com.
- Calling 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. If you're in an international location, call 00-800-531-82220.

We value your business and the opportunity to serve your insurance needs.

> View Your Claim

Sincerely,

Diane D. Martin

Diane D Martin
Southeast Regional Office
United Services Automobile Association

United Services Automobile Association, 9800 Fredericksburg Road, San Antonio, Texas 78288

To get the Lowest Price Guarantee, you must choose a dealer with a Lowest Price Guarantee icon. If you see a lower advertised price up to three days after you buy, you'll be covered! Applies to new vehicles purchased directly from a Low Price Certified Dealer or any USAA Certified Dealer on the USAA Car Buying Service. Visit usaa.com for complete guarantee terms and conditions. Guarantee is not available in Texas.

Information exchanged through this e-mail will become a permanent part of your file. This message is not assurance of coverage or payment. Payment dependent on claims investigation.

0901119c9232e7a6

USAA Confidential

Hood_USAA_0110

02178

From: USAA[USAA.Web.Services@customermail.usaa.com]

Sent: Wednesday, May 20, 2015 03:24 PM

To: terry.m.hood@gmail.com

Subject: Your USAA Auto Claim

Dear Therese Hood,

Thank you for trusting USAA with your insurance needs. My name is Diane D Martin, and I'm handling your auto claim. We've opened the following claim based on information provided:

Policyholder:	David Hood
Claim #:	011043223-7103-7
Date of loss:	November 7, 2014
Loss location:	Hilton Head, South Carolina

Important details about your claim
Please review the following information about the handling of your claim.

Deductibles
When you take your vehicle to a repair facility, you will pay your deductible directly to the repair facility.

Possible total loss
Our preliminary evaluation is that your vehicle may be a total loss. If we determine that your vehicle is damaged beyond repair, a settle loss representative will handle that portion of your claim, and they'll contact you with detailed instructions on the handling of the potential total loss. Please take the following steps to expedite the total loss settlement process:

- If your vehicle is at a body shop or storage facility, please remove all of your personal belongings and advise the facility that you are releasing your vehicle to USAA.
- If you have a lender, please obtain the loan account information and lender's phone number.
- If the vehicle's title is held by your lender, we will arrange for the title to be delivered to USAA.
- If you hold your vehicle's title, please locate it. **Do not** sign the title until we give instructions for signing the title.

Although you shouldn't buy a replacement vehicle until our appraiser confirms that your vehicle is a total loss, now may be a good time to start planning for a replacement vehicle. USAA can help with Auto Circle™, our newest service that will help you find, finance and insure a new or used vehicle with our lowest price guarantee[1]. Go to AutoCircle.com to begin your search.

Your payment options
Ask us about the option to receive your payment electronically. This is a quick and convenient way to deposit the funds directly into your checking or savings account. An electronic funds transfer is a great way for you to receive payment quickly and securely when you need it most.

Simplifying your claims experience
The best way to share information about your claim, or check the status of it, is to go to our Claim Communication Center. You can access the center anytime on usaa.com or by using our mobile app for your phone or iPad®.

The Claim Communication Center is the place to:

- Review your deductible.
- Schedule a rental vehicle.
- Find a USAA approved repair provider.
- Schedule an appraisal.
- Post messages about your claim.
- Upload photos or documents.

- View your payments.

How to contact us
If you have questions or need additional information about your claim, contact us by:

- Posting a secure message to the Claim Communication Center, and we'll reply within four hours.
- Emailing us at hea07ha09r@claims.usaa.com.
- Calling 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. If you're in an international location, call 00-800-531-82220.

We value your business and the opportunity to serve your insurance needs.

> View Your Claim

Sincerely,

Diane D. Martin

Diane D Martin
Southeast Regional Office
United Services Automobile Association

United Services Automobile Association, 9800 Fredericksburg Road, San Antonio, Texas 78288

To get the Lowest Price Guarantee, you must choose a dealer with a Lowest Price Guarantee icon. If you see a lower advertised price up to three days after you buy, you'll be covered. Applies to new vehicles purchased directly from a Low Price Certified Dealer or any USAA Certified Dealer on the USAA Car Buying Service. Visit usaa.com for complete guarantee terms and conditions. Guarantee is not available in Texas.

Information exchanged through this e-mail will become a permanent part of your file. This message is not assurance of coverage or payment. Payment dependent on claims investigation.

USAA Confidential

FAX COVER LETTER

RECIPIENT

Recipient:	Kevin Smith
Recipient's Company:	
Recipient's Fax:	8437694567
Comment:	

SENDER

Sender:	Diane D Martin
Sender's Company:	USAA
Sender's Telephone Number:	1-210-531-8722 #44662
Sender's Fax Number:	1-800-531-8669
USAA Reference Number:	011043223 - 7

IMPORTANT: Please include your USAA Reference Number on all return transmissions.

IF YOU DO NOT RECEIVE FULL TRANSMISSION, CALL SENDER

CONFIDENTIALITY NOTICE

The information contained in this facsimile transmission is a **CONFIDENTIAL COMMUNICATION** and may be protected by one or more legal privileges. It is intended solely for the use of the recipient identified above. If you are not the intended recipient, you are hereby notified that reading, copying, or distributing this transmission is **STRICTLY PROHIBITED.** The sender has not waived any applicable privilege by sending the accompanying transmission. If you have received this transmission in error, please notify the sender immediately by telephone, and we will arrange to have the transmission returned at no cost to you.

Thank you.

9800 Fredericksburg Road
San Antonio, TX 78288

May 21, 2015

KEVIN SMITH
HOFFMAN LAW FIRM
7087 RIVERS AVENUE
NORTH CHARLESTON SC 29406-4622

Reference: Acknowledgement of Representation

Dear Kevin Smith,

We received your letter of representation dated November 12, 2014 regarding this claim:

Your client:	Therese Hood
Policyholder:	David Hood
Claim #:	011043223 - 7
Date of loss:	November 7, 2014
Loss location:	Hilton Head, South Carolina

To assist us with our evaluation of your client's claim, please provide documentation about the case as it becomes available.

I am the examiner that has been assigned to handle the under insured motorist claim on behalf on Mrs. Hood. If you have any questions, in regard to that, please contact me.

Include the reference number 011043223-7 on all correspondence and mail it to:

Auto Injury Solutions
Attn: USAA Medical Mail Dept.
P.O. Box 26001
Daphne, AL 36526
Fax: 1-866-828-2330

If you have questions, please call 1-210-531-8722 #44662.

Sincerely,

Diane D. Martin

Diane D Martin
Southeast Regional Office
United Services Automobile Association
Phone: 1-210-531-8722 #44662
Fax: 1-800-531-8669

011043223 - DM-04664 - 7 - 7984 - 13

54659-0714

USAA Confidential

0901119c92359da9

Hood_USAA_0115

CT Corporation

Service of Process Transmittal
06/04/2015
CT Log Number 527234070

TO: Enterprise Litigation
United Services Automobile Association
9800 Fredericksburg Rd # E-3-E
San Antonio, TX 78288-0002

RE: **Process Served in South Carolina**

FOR: UNITED SERVICES AUTOMOBILE ASSOCIATION (Domestic State: TX)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Therese Hood, Plff. vs. Antoine Johnson, Dft. // To: United Services Automobile Association
DOCUMENT(S) SERVED:	Letter, Coversheet, Summons, Complaint
COURT/AGENCY:	Jasper County Court of Common Pleas, SC Case # 2015CP27119
NATURE OF ACTION:	Insurance Litigation - Claim for policy benefits
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Columbia, SC
DATE AND HOUR OF SERVICE:	By Certified Mail on 06/04/2015 postmarked on 06/03/2015
JURISDICTION SERVED :	South Carolina
APPEARANCE OR ANSWER DUE:	Within 30 days after the service hereof, exclusive of the day of such service
ATTORNEY(S) / SENDER(S):	Kevin B. Smith Hoffman Law Firm 7087 Rivers Ave., N. Charleston, SC 29406 843-769-7077
ACTION ITEMS:	CT has retained the current log, Retain Date: 06/04/2015, Expected Purge Date: 06/09/2015 Image SOP Email Notification, Enterprise Litigation Linda.Allen@usaa.com
SIGNED: **ADDRESS:**	CT Corporation System 2 Office Park Court Suite 103 Columbia, SC 29223
TELEPHONE:	404-965-3840

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

COLUMBIA, S.C. 29202-3105

9171 9991 7035 3124 6059

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

SERVICE OF PROCESS

UNITED SERVICES AUTOMOBILE ASSOCIATION
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223-0000

Prosort
First Class Mail
ComlBasPrice

U.S. POSTAGE PITNEY BOWES
ZIP 29201 $ 006.05⁰
02 4W
0001369055 JUN. 03. 2015

USAA Confidential

South Carolina Department of Insurance

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

NIKKI R. HALEY
Governor

RAYMOND G. FARMER
Director

June 3, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
UNITED SERVICES AUTOMOBILE ASSOCIATION
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223-0000

Dear Sir:

On June 3, 2015, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C Code Ann. § 38-77-160. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. The claimant, within this service letter, provided the following additional information regarding this first party claim: POLICY/CLAIM NUMBER 038153441010105G. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process. When replying, please refer to File Number 158548, Therese Hood v. Antoine Johnson, 2015-CP-27-119.

By:

David E. Belton
Senior Associate General Counsel
(803)737-6132

Sincerely Yours,

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: Kevin B. Smith
7087 Rivers Avenue
North Charleston, SC 29406

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT

CASE NO: 2015-CP-27-119

THERESE HOOD,

Plaintiff,

vs.

ANTOINE JOHNSON,

Defendant.

2015 MAR 17 AM 8:19

MARGARET BOSTICK
CLERK OF COURT
JASPER COUNTY SC

CIVIL ACTION COVERSHEET

COPY

(Please Print)
Submitted By: Kevin B. Smith, Esquire
Address: Hoffman Law Firm, 7087 Rivers Ave., N. Charleston, South Carolina

SC Bar #: 70587
Telephone #: (843) 769-7077
Fax #: (843) 769-4567
Other:
E-mail: ksmith@hoffmanlaw.net

NOTE: The Coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION *(Check all that apply)*

**If Action is Judgment/Settlement do not complete*

☐ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION *(Check One Box Below)*

Contracts
☐ Construction (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

Torts-Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case # 20____-NI-_____-_____
☐ Notice/File Med Mal (230)
☐ Other (299)

Torts-Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☒ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399)

Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499)

Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899)

Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript of Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights App. (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799)

Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Workers' Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm. (991)
☐ Other (999)

Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of-State Depositions (650)
☐ Motion to Quash Subpoena In Out-of-County Action (660)
☐ Sexual Predator (510)

Submitting Party Signature: _____ **Date:** 3/13/15

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10-et. seq.

USAA Confidential

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT

CASE NO: 2015-CP-27-____

FILED
2015 MAR 17 AM 8:19
MARGARET BOSTICK
CLERK OF COURT
JASPER COUNTY SC

THERESE HOOD,

Plaintiff,

vs.

ANTOINE JOHNSON,

Defendant.

SUMMONS

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers, at their offices at 7087 Rivers Avenue, North Charleston, South Carolina, 29406, within thirty (30) days after service thereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid judgment by default will be rendered against you for the relief demanded in the Complaint.

Kevin B. Smith, Esquire
SC BAR NO. 70587
Hoffman Law Firm
7087 Rivers Ave.
N. Charleston, SC 29406
Phone: (843) 769-7077
Fax: (843) 769-4567
ksmith@hoffmanlaw.net
Attorney for the Plaintiff

North Charleston, South Carolina

March 13, 2015

STATE OF SOUTH CAROLINA COUNTY OF JASPER 2015 MAR 17 AM 8:10 MARGARET BOSTICK CLERK OF COURT JASPER COUNTY SC **THERESE HOOD,** Plaintiff, vs. **ANTOINE JOHNSON,** Defendant.	IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT CASE NO: 2015-CP-27-_____ COMPLAINT (Negligence Action) Jury Trial Requested

The Plaintiff, THERESE HOOD, by her undersigned attorney, alleges in her complaint against the Defendant, ANTOINE JOHNSON, and would respectfully show unto this Honorable Court:

FIRST: The Plaintiff is a resident of the County of Berkeley, State of South Carolina.

SECOND: The Defendant is a resident of the County of Jasper, State of South Carolina.

THIRD: On November 7, 2014, at approximately 5:59 p.m., Plaintiff was operating a 2011 Chevrolet heading in an easterly direction on U.S. Highway 278 in the County of Beaufort, State of South Carolina.

FOURTH: At the time and place aforesaid, Defendant was operating a 2003 Honda and stopped at an intersection waiting to cross heading north.

FIFTH: At the time and place aforesaid, Defendant suddenly and without warning, collided into the right side of the Plaintiff's motor vehicle causing the Plaintiff to collide into another vehicle and suffer the personal injuries and bodily damages hereinafter alleged.

SIXTH: The Defendant, by acts or omissions, was negligent, careless or reckless in at least one of the following particulars:

(a) Operating a motor vehicle with reckless disregard for the rights and safety of other motorists and in particular the rights and safety of the Plaintiff;

(b) Failing to keep her motor vehicle under control and to keep a proper lookout so as to be able to avoid colliding with other motor vehicles lawfully using the highway.

(c) In driving a motor vehicle in such a manner as to indicate either a willful or wanton disregard for the rights and safety of other persons lawfully using the highway, and in particular, the rights and safety of the Plaintiff;

(d) In failing to exercise that degree of care which a reasonable and prudent person would have exercised under the same or similar circumstances;

(e) In colliding with the Plaintiff's motor vehicle;

(f) In failing to keep a proper lookout;

(g) In violating the safety rules;

(h) In failing to take any evasive action, by any means, to keep from striking the Plaintiff's motor vehicle;

(i) In then there violating the laws, statutes and ordinances in such cases is made and provided, including, but not limited to, those as follows: §56-5-730 and §56-5-2350.

SEVENTH: As a direct and proximate result of the aforesaid wrongful conduct on the part of the Defendant, the Plaintiff sustained the following injuries and damages:

(a) Suffered injuries about various parts of her body, including but not limited to her neck, right leg and right ankle.

(b) Is informed and believes she has suffered a permanent impairment to her right ankle;

(c) Has experienced in the past and will experience in the future pain, discomfort, and a loss of the use of her neck, right leg and right ankle;

(d) Has experienced in the past and will experience in the future emotional and psychological injuries;

(e) Has been limited in her ability to perform her usual household duties and social activities.

All to her damage in such an amount of actual and punitive damages exceeding the sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS as determined by the Trier of Fact; for the cost of this action; and for such other and further relief as may be just and proper.

0901119c9264d304

USAA Confidential

Hood_USAA_0122

02190

Kevin B. Smith, Esquire
SC BAR NO. 70587
Hoffman Law Firm
7087 Rivers Ave.
N. Charleston, SC 29406
Phone: (843) 769-7077
Fax: (843) 769-4567
ksmith@hoffmanlaw.net.
Attorney for the Plaintiff

North Charleston, South Carolina

March 13, 2015

0901119c9264d304

USAA Confidential

Hood_USAA_0123

02191

Summons and complaint of within entitled cause received at this office and service accepted in accordance with law this 13 day of June

Raymond G. Farmer
Director of Insurance
and Attorney to Accept Service
Columbia, SC

0901119c9264d304

USAA Confidential

Hood_USAA_0124

9800 Fredericksburg Road
San Antonio, Texas 78288

USAA®

NGHP
P.O. BOX 138832
OKLAHOMA CITY, OK 73113

June 20, 2015

Reference: Medicare Beneficiary

Claims Reporting,

Please accept this letter as notice that we have received confirmation that the party injured in the accident referenced below is a Medicare Beneficiary. We may provide primary coverage for the injuries resulting from this accident.

Insured:	David Hood
Claim #:	011043223-7
Date of loss:	November 7, 2014
Loss location:	Hilton Head, South Carolina
Type of claim:	Liability

This is to notify you of a claim for medical benefits you may have paid for which we may provide primary coverage. This letter satisfies the reporting requirements outlined under 42 CFR 411.25.

INJURED PARTY:

Name/ Address:	Therese Hood 832 N AYLESBURY RD GOOSE CREEK SC 29445-5700
Gender:	Female
DOB:	July 22, 1954
Soc. Sec.#:	005-56-5251
Attorney:	Kevin Smith 7087 Rivers Avenue North Charleston, SC (843)769-7077

If you have any questions, please call 800-531-8722.

Thank you,
United Services Automobile Association

ClaimSearch® Claims Reporting

ISO CLAIMSEARCH MATCH REPORT SUMMARY

A claim report identified by ClaimSearch identification number 8Z004022704 which matched a claim report previously sent by your company was received by ISO ClaimSearch on 2/2/2016. As an added service, we are providing you with a copy of this AUTOMATIC UPDATE claim report. Reasonable procedures have been adopted to maximize the accuracy of this report. Independent investigations should be performed to evaluate the relevant data provided.

If you have any questions concerning your report, please contact Customer Support at (800) 888-4476.

INITIATING CLAIM INFORMATION

Claim Number: 011043223007 **Date of Loss:** 11/07/2014
Policy Number: 011043223007 **ISO File Number:** 3K003852743

SUMMARY FOR EACH SEARCHABLE PARTY

DAVID HOOD, INSURED
No matches for this party

Coverage: Collision **Loss Type:** Collision

THERESE HOOD, INSURED

Coverage: Underinsured Motorist **Loss Type:** Bodily Injury

	SAME LOSS TYPE	SIU INVOLVEMENT	NAME	ADDRESS	SSN	PHONE	DRIVER'S LICENSE	VIN	LICENSE PLATE	KEY INDICATORS FOR THIS PARTY
# of Matches			1							Show Key Indicators List
ISO File Number										• Prior Claims History
8Z004022704			X							

ISO CLAIMSEARCH AUTOMATIC UPDATE DETAILS

Automatic Update

File Number: 3K003852743

Company:	U01300745
Claim Number:	011043223007
Date/Time of Loss:	11/07/2014 06:00
Policy Number:	011043223007
Policy Type:	Personal Automobile
ISO Received Date:	05/21/2015
Loss Description:	CV1 PULLED OUT INTO IV AND THEN IV HIT CV2
Routing Info:	000000000000008150603
Location of Loss:	HWY 278 HILTON HEAD, SC

Involved Party — Insured

Name:	DAVID HOOD
Address:	832 N AYLESBURY RD GOOSE CREEK, SC 29445
DOB:	12/13/1955
Home Phone:	(843) 574-0105
SSN:	XXX-XX-7777 was issued between 1970 and 1971 in MD
Drivers License:	101204334 **State:** SC
Routing Info:	001

Vehicle Coverage Information

Coverage Type:	Collision
Loss Type:	Collision
Claim Status:	Open
VIN:	2CNFLPE54B6418470 (Pass)
Non-Standard VIN Validation Indicator:	YES
Vehicle:	2011 CHEVROLET EQUINOX
Vehicle Disposition:	No Collision Payment
License Plate:	V32138 **License Plate State:** SC
Routing Info:	001

Vehicle Shipping Information

Shipping/Invoice Date:	041320112C
VIN:	2CNFLPE54B6418470
Vehicle:	2011 CHEVROLET EQUINOX

Involved Party — Insured

Name:	THERESE HOOD
Address:	832 N AYLESBURY RD GOOSE CREEK, SC 29445

USAA Confidential

DOB:	07/22/1954
Home Phone:	(843) 574-0105
Drivers License:	101202433 State: SC
Routing Info:	003

Service Provider **Insured Lawyer**

Name:	KEVIN SMITH
Address:	7087 RIVERS AVENUE
	NORTH CHARLESTON, SC 29406
Business Phone:	(843) 769-7077

Casualty Coverage Information

Coverage Type:	Underinsured Motorist
Loss Type:	Bodily Injury
Claim Status:	Open
Adjuster Company:	UNITED SERVICES AUTOMOBILE ASSOC (USAA GRP)
Alleged Injury:	RIGHT ANKLE FRACTURE W/SURGERY, FRACTURED RIBS
Routing Info:	003

Go to Summary

Matching Claim

File Number: 8Z004022704

Reason for Match:	Name
Insuring Company:	ACCIDENT FUND INS CO OF AMERICA
Claim Number:	300000209888
Date/Time of Loss:	02/02/2016 12:00
Policy Number:	6101117
Policy Type:	Workers Compensation
Inception Date:	07/01/2015 Expiration Date: 07/01/2016
Insuring Co. Address:	200 N GRAND AVE
	LANSING, MI 48901
Insuring Co. Phone:	(866) 206-5851
Company Received Date:	02/02/2016
Loss Description:	EMPLOYEE SLIPPED ON BUS STEPS WHILE EXITING THE BU
Location of Loss:	404 LECOMPTON RD
	PERRY, KS 66073--416

Involved Party **Claimant**

Name:	THERESA HART
Address:	11967 12TH STREET
	PERRY, KS 66073
DOB:	07/22/1954
Gender:	Female

SSN:	XXX-XX-3568 was issued between 1970 and 1971 in KS
Occupation:	BUS DRIVER

Casualty Coverage Information

Coverage Type:	WC Medical
Loss Type:	WC Medical
Claim Status:	Open
Adjuster Company:	ACCIDENT FUND INS CO OF AMERICA
Adjuster:	HALL, JULIE
Adjuster Phone:	(517) 708-5885
Alleged Injury:	FNOL

Involved Party	**Insured**
Name:	PERRY USD 343
Address:	PO BOX 729
	PERRY, KS 66073
TIN:	48-0699340 was issued in Wichita KS

Go to Summary

Print Back to reports list

About ISO ClaimSearch | User Manuals and Guides | User Profile | Log Out

ISOnet Home | ISO Corporate Home

© 2016 Insurance Services Office, Inc. All rights reserved.

ADDL INFO ON NEXT PAGE MAIL MCH-M-I

RENEWAL OF

UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State	09	10		Veh	POLICY NUMBER
SC	114	114		Terr	01104 32 23U 7103 4

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE NOV 01 2014 TO MAY 01 2015

Named Insured and Address

DAVID HOOD
MSG USA RET
832 N AYLESBURY RD
GOOSE CREEK SC 29445-5700

OPERATORS
01 DAVID HOOD
02 THERESE HOOD

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE* SYM		WORK/SCHOOL Miles One Way	WORK/SCHOOL Days Per Week
09	11	CHEV	EQUINOX	4 DOOR	8000	2CNFLPE54B6418470		P		
10	12	CHEV	SLVRDO 1500	2+ DOOR	10000	1GCRCSE03CZ143978		P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 GOOSE CREEK SC 29445-5700
VEH 10 GOOSE CREEK SC 29445-5700

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES / LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH 09 6-MONTH D=DED AMOUNT	VEH 09 6-MONTH PREMIUM $	VEH 10 6-MONTH D=DED AMOUNT	VEH 10 6-MONTH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $
PART A - LIABILITY								
BODILY INJURY EA PER $ 500,000								
EA ACC $ 500,000		105.02		142.41				
PROPERTY DAMAGE EA ACC $ 500,000		62.05		102.51				
PART B - PIP								
PERSONAL INJURY PROTECTION								
WORK LOSS BENEFIT AND ESSENTIAL SERVICES EXPENSES INCLUDED		11.46		12.61				
PART C - UNINSURED MOTORISTS								
BODILY INJURY EA PER $ 500,000								
EA ACC $ 500,000								
PROPERTY DAMAGE EA ACC $ 500,000	D 200	27.16	D 200	30.93				
PART C - UNDERINSURED MOTORISTS								
BODILY INJURY EA PER $ 500,000								
EA ACC $ 500,000								
PROPERTY DAMAGE EA ACC $ 500,000		52.20		59.45				
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)								

LOSS PAYEE
VEH 09 ALLY FINANCIAL, COCKEYSVILLE MD
VEH 10 ALLY FINANCIAL, COCKEYSVILLE MD

ENDORSEMENTS: ADDED 11-01-14 - NONE
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- 5100SC(04) A043(04) A400SC(04)
ACCFOR(01) A401CW(02) A100SC(04) AOASA(01)
INFORMATION FORMS: CRARCW(03) 93984(01) 94629(01) 999SC(23)

G1

| VEH | | | | | | | |

UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State	09	10		Veh Terr	POLICY NUMBER
SC	114	114			01104 32 23U 7103 4

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE NOV 01 2014 TO MAY 01 2015

Named Insured and Address

DAVID HOOD
MSG USA RET
832 N AYLESBURY RD
GOOSE CREEK SC 29445-5700

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE* SYM		WORK/SCHOOL Miles To Work	WORK/SCHOOL Days Per Week
09	11	CHEV	EQUINOX	4 DOOR	8000	2CNFLPE54B6418470		P		
10	12	CHEV	SLVRDO 1500	2+ DOOR	10000	1GCRCSE03CZ143978		P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School, B=Business, F=Farm, P=Pleasure

VEH 09 GOOSE CREEK SC 29445-5700
VEH 10 GOOSE CREEK SC 29445-5700

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES / LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH 09 6-MONTH D=DED AMOUNT	VEH 09 6-MONTH PREMIUM $	VEH 10 6-MONTH D=DED AMOUNT	VEH 10 6-MONTH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $
PART D - PHYSICAL DAMAGE COVERAGE								
COMPREHENSIVE LOSS ACV LESS	D 300	44.18	D 300	94.94				
COLLISION LOSS ACV LESS	D 300	104.77	D 300	140.29				
RENTAL REIMBURSEMENT $ 30 A DAY/$ 900 MAXIMUM		18.00		18.00				
TOWING AND LABOR		6.63		6.63				
OTHER COVERAGES								
ADDL PERSONAL INJURY PROTECTION								
ADDL AGGREGATE LIMIT $49,000								
WORK LOSS BENEFIT/ESSENTIAL SERVICES EXPENSES INCLUDED		6.30		7.01				
VEHICLE TOTAL PREMIUM		437.77		614.78				

6 MONTH PREMIUM $ 1066.50
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.

$ 13.95 IS INCLUDED IN YOUR 6 MONTH PREMIUM FOR ACCIDENT FORGIVENESS.

$ 95.77 HAS BEEN WAIVED DUE TO ACCIDENT FORGIVENESS.
ACCIDENT FORGIVENESS MUST REMAIN ON THE POLICY TO CONTINUE THE WAIVER.

$ 155.43 INCLUDED IN PREMIUM FOR VEH 10 AS A RESULT OF A CONVICTION(S).

SC UM ASSESSMENT $ 4.00

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

I 09 RMF60 00000 I 10 RMM58 00500 I

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date SEPTEMBER 26, 2014

Laura Bishop
Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

5000 U 07-11
53461-07-11
0901119c96f2b722

USAA Confidential

Hood_USAA_0168

UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State	Veh Terr	POLICY NUMBER
SC		01104 32 23U 7103 4

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE NOV 01 2014 TO MAY 01 2015

Named Insured and Address

DAVID HOOD
MSG USA RET
832 N AYLESBURY RD
GOOSE CREEK SC 29445-5700

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE* SYM		WORK/SCHOOL Miles One Way	WORK/SCHOOL Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated

* W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES / LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $
$ 13.95 IS INCLUDED IN YOUR 6 MONTH PREMIUM FOR ACCIDENT FORGIVENESS.								
$ 95.77 HAS BEEN WAIVED DUE TO ACCIDENT FORGIVENESS. ACCIDENT FORGIVENESS MUST REMAIN ON THE POLICY TO CONTINUE THE WAIVER.								

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date SEPTEMBER 26, 2014

Laura Bishop
Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

5000 U 07-11
53461-07-11
0901119c96f2b722

USAA Confidential

Hood_USAA_0169

CFS33 - Run By: HAUPT,TASHA

C A P S

AGENCY: 00 *CALLS FOR SERVICE BY EVENT NUMBER*

Event Number: 201411070427 Date Reported: 11/07/2014

How Recvd: E-911 CALL Dispatched As: ACCIDENT WITH INJURIES
Report No: 201411070427 Call On-Scene: ACCIDENT WITH INJURIES

Name Type: Per/Bus Name: MELNICK,TAMMY/EMPLOYEE

House #: 0000004 Str: SOUTHWOOD PARK DRIVE Apt #:

City: St: Zip: Ph #: (843) 681-6400

Complainant Address:

Patrol: NORTH FOREST BEACH DRIVE Grid: SOUTHWOOD PARK

Addl Unit Asgn: 6 Shift: Ent From: ECAD

Comp Taker: PALMER,DOMINIQUE Dispatcher: GROOVER,BETH

Response: EMERGENCY Disposition: REPORT

Comments: ASSIGN COMPL 310 ISSUED

Remarks: J/O REF TO A HEAD ON COLLISON IN FRONT OF THE STORE UTILITY VS A VE H...CALLER ADV SOMEONE WAS EJECTED FROM THE VEH...CALLER STDBY IN DUNKIN DONUTS

Reportable: Tag No:

Tag State: Make: Model: Year: 0000

Color: Bus Name: DUNKIN DONUTS

Race: Sex: No Occupants: 00 Probable Cause:

Responding Unit Info

Unit:A20 Type:
Id:BRIGMAN,ANDRE M Action:
Responded From: Date:11/07/2014
Times:

Alarm	17:59:20	Dispatch	18:04:34	Responded	18:09:39	Arrived	18:09:39
AtPatient	00:00:00	Trauma Al	00:00:00	Enr Hosp	00:00:00	Enr Jail	00:00:00
At Jail	00:00:00	Enr City	00:00:00	At City	00:00:00	At Hosp	00:00:00
Enr Sta	00:00:00	Clear	19:19:10	Determined	17:59:35	Action	17:59:50

Unit:B31 Type:

Hood v. Johnson #52037
FOIA Beaufort County Sheriff's Office (CCS) 0006

0901119c97825509

USAA Confidential

Hood_USAA_0170

494	(843) 338-4115	(843) 226-2951		Outbound	11/07/2014 16:21:50	11/07/2014 16:21:50	0	0	Text Detail	227	0	0
495	(843) 226-2951	(843) 338-4115		Inbound	11/07/2014 16:24:08	11/07/2014 16:24:08	0	0	Text Detail	195	0	0
496	(843) 338-4115	(843) 226-2951		Outbound	11/07/2014 16:24:55	11/07/2014 16:24:55	0	0	Text Detail	227	0	0
497	(843) 226-2951	(843) 338-4115		Inbound	11/07/2014 16:26:41	11/07/2014 16:26:41	0	0	Text Detail	195	0	0
498	(843) 338-4115	(912) 235-1126		Outbound	11/07/2014 16:42:31	11/07/2014 16:42:55	24		Voice	39	40041	40041
499	(843) 338-4115	(912) 235-1126		Outbound	11/07/2014 16:50:26	11/07/2014 16:50:41	15		Voice	39	30043	30043
500	(843) 338-4115	(804) 918-6524		Outbound	11/07/2014 17:43:12	11/07/2014 17:43:12	0	0	Text Detail	228	0	0
501	(843) 338-4115	(804) 918-6524		Outbound	11/07/2014 17:43:28	11/07/2014 17:43:28	0	0	Text Detail	228	0	0
502	(843) 365-1200	(843) 338-4115		Inbound	11/07/2014 17:57:43	11/07/2014 17:57:43	0	0	Text Detail	195	0	0
503	(843) 338-4115	(843) 837-1126		Outbound	11/07/2014 17:58:04	11/07/2014 18:00:08	64		Voice	39	20032	20032
504	(843) 837-2100	(843) 338-4115		Inbound	11/07/2014 18:00:42	11/07/2014 18:01:59	77		Voice	39	20032	20032
505	(843) 338-4115	(843) 365-1200		Outbound	11/07/2014 18:03:14	11/07/2014 18:03:14	0	0	Text Detail	228	0	0
506	(843) 365-1200	(843) 338-4115		Inbound	11/07/2014 18:03:21	11/07/2014 18:03:21	0	0	Text Detail	198	0	0
507	(843) 338-4115	(843) 365-1200		Outbound	11/07/2014 18:03:41	11/07/2014 18:03:41	0	0	Text Detail	227	0	0
508	(843) 365-1200	(843) 338-4115		Inbound	11/07/2014 18:04:08	11/07/2014 18:04:08	0	0	Text Detail	193	0	0
509	(843) 338-4115	(912) 235-1126		Outbound	11/07/2014 18:07:26	11/07/2014 18:08:00	34		Voice	39	20032	20032
510	(912) 235-1126	(843) 338-4115		Inbound	11/07/2014 18:08:28	11/07/2014 18:09:54	25		Voice	39	20032	20032
511	(843) 338-4115	(843) 365-1200		Outbound	11/07/2014 18:08:58	11/07/2014 18:08:58	0	0	Text Detail	228	0	0
512	(843) 338-4115	(843) 305-9672		Outbound	11/07/2014 18:11:31	11/07/2014 18:11:36	6		Voice	39	20032	20032
513	(912) 235-1126	(6245600) 000-8901		Routed_Call	11/07/2014 18:11:33	11/07/2014 18:11:38	3		Voice	39	0	0
514	(912) 235-1126	(843) 338-4115		Inbound	11/07/2014 18:11:50	11/07/2014 18:12:11	21		Voice	39	20032	20032
515	(843) 338-4115	(843) 305-9672		Outbound	11/07/2014 18:12:19	11/07/2014 18:15:18	179		Voice	39	20032	20032

USAA Confidential

0901119c97825509

Hood_USAA_0171

POPLIN ENGINEERING

ENGINEERING ANALYSIS OF ACCIDENTS

Vehicle Accident: Kuck v. Hood, et al.

Date of Accident: 11/07/14

W Poplin File Number: PT047

Engineer

Woodrow M. Poplin, M.S.E., P.E.

W Poplin Engineering LLC
PO Box 210
Wadmalaw Island, SC 29487

(843) 559-8801
(800) 567-5868
wpoplin.com

0901119c97aecae3

USAA Confidential

Hood_USAA_0185

02204

POPLIN ENGINEERING
ENGINEERING ANALYSIS OF ACCIDENTS

August 12, 2016

REPORT TO: Mr. Chris Nichols
Clawson and Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492

FROM: Woodrow M. Poplin, M.S.E., P.E.
W Poplin Engineering LLC

REFERENCE: Vehicle Accident: Kuck v. Hood, et al.
Date of Accident: 11/07/14
W Poplin File Number: PT047

INTRODUCTION

In follow up to your request, a vehicle inspection has been conducted on a 2011 Chevrolet Equinox sport utility vehicle that was involved in a three vehicle accident on US Highway 278 in Beaufort County, South Carolina. The accident occurred at approximately 5:59 p.m. on November 7, 2014. It is understood that there has been some dispute regarding whether or not the Chevrolet Equinox was being operated with its headlamps illuminated at the time of the accident. The objective of this investigation has been to examine the 2011 Chevrolet Equinox with the primary purpose of determining what the physical evidence indicates regarding the status of the headlamps at the time of collision.

The vehicle in question is identified as a four-door bluish gray 2011 Chevrolet Equinox LT sport utility vehicle. The 2011 Chevrolet Equinox was inspected on July 18, 2016 at the facilities of Co-Parts in Savannah, Georgia. Representative photographs of the Chevrolet Equinox as it appeared at that time are presented in Figs 1 – 6. The entire sequence of

The 2011 Chevrolet Equinox is equipped with an airbag control module that records some of the operating parameters of the vehicle in the seconds prior to the collision. As part of the inspection of the vehicle, data was electronically downloaded from the airbag control module. This data suggests that the 2011 Chevrolet Equinox was traveling at an indicated speed of approximately 62 miles an hour as it approached collision. The data recovered from the Chevrolet Equinox airbag control module is attached as Appendix II.

Also as part of this investigation, the timing of sunset and civil twilight was checked with the US Naval Observatory website for the latitude and longitude of the accident as provided in the South Carolina traffic collision report. Sunset is reported at 5:28 p.m. and the end of civil twilight at 5:53 p.m. South Carolina requires that vehicles operate with illuminated headlamps beginning 30 minutes after sunset, a time of 5:58 p.m. on the day of the accident.

In summary, inspection of the 2011 Chevrolet Equinox forward lighting provided conclusive evidence that the high beam headlamps on both sides of the vehicle were illuminated at the time of the collision.

Woodrow M. Poplin, P.E.

PHOTOGRAPHS

(Attached and on Disk)

Fig. 1 Damaged 2011 Chevrolet Equinox

Fig. 2 Damaged 2011 Chevrolet Equinox

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

0901119c97aecae3

USAA Confidential

Hood_USAA_0191

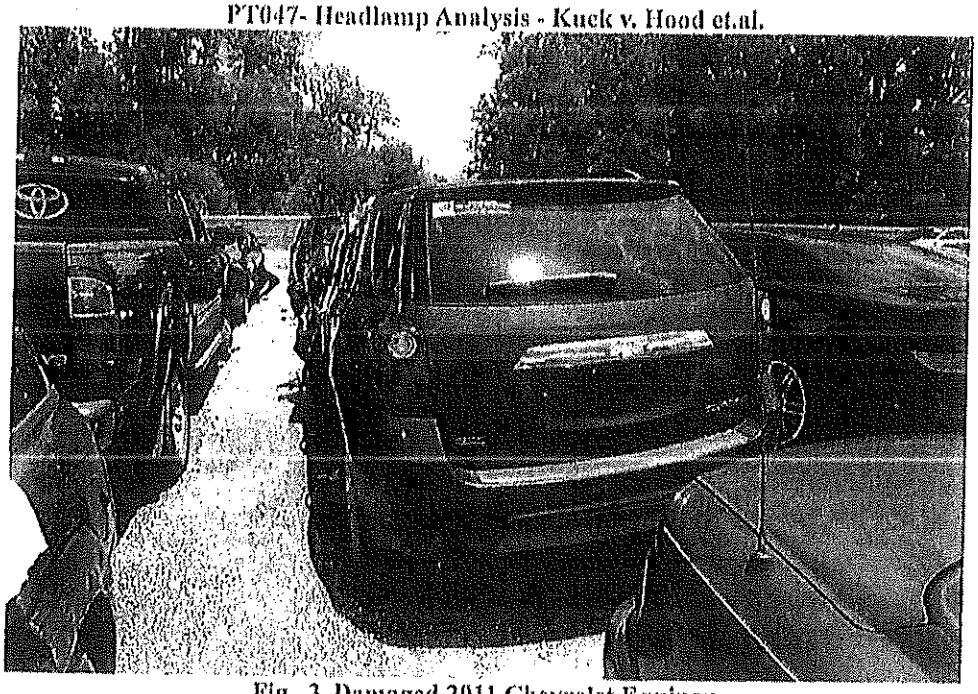


Fig. 3 Damaged 2011 Chevrolet Equinox

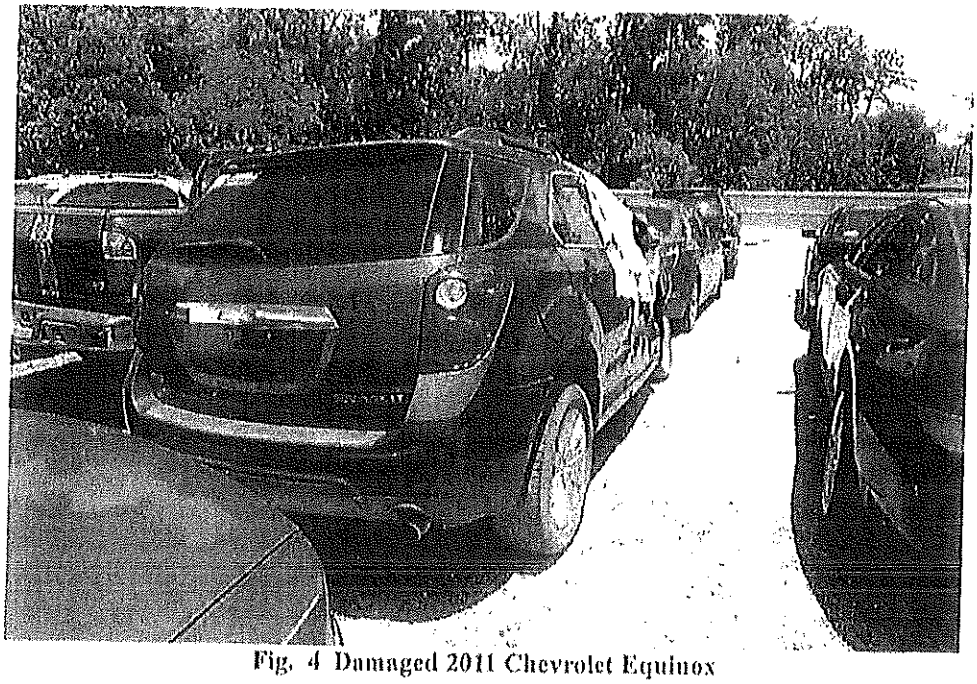


Fig. 4 Damaged 2011 Chevrolet Equinox

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

Fig. 5 Damaged 2011 Chevrolet Equinox

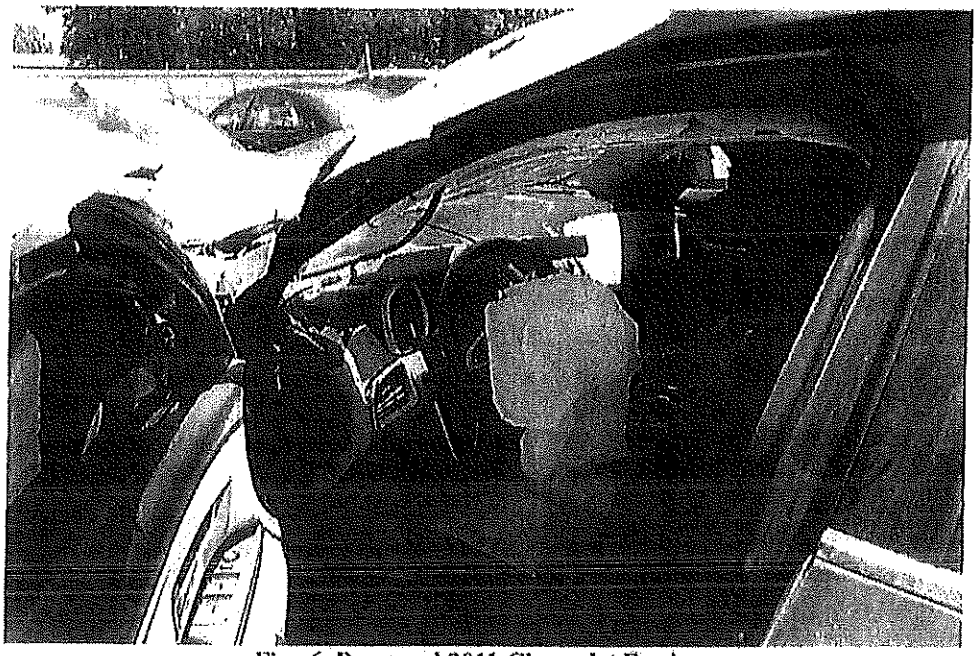


Fig. 6 Damaged 2011 Chevrolet Equinox

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

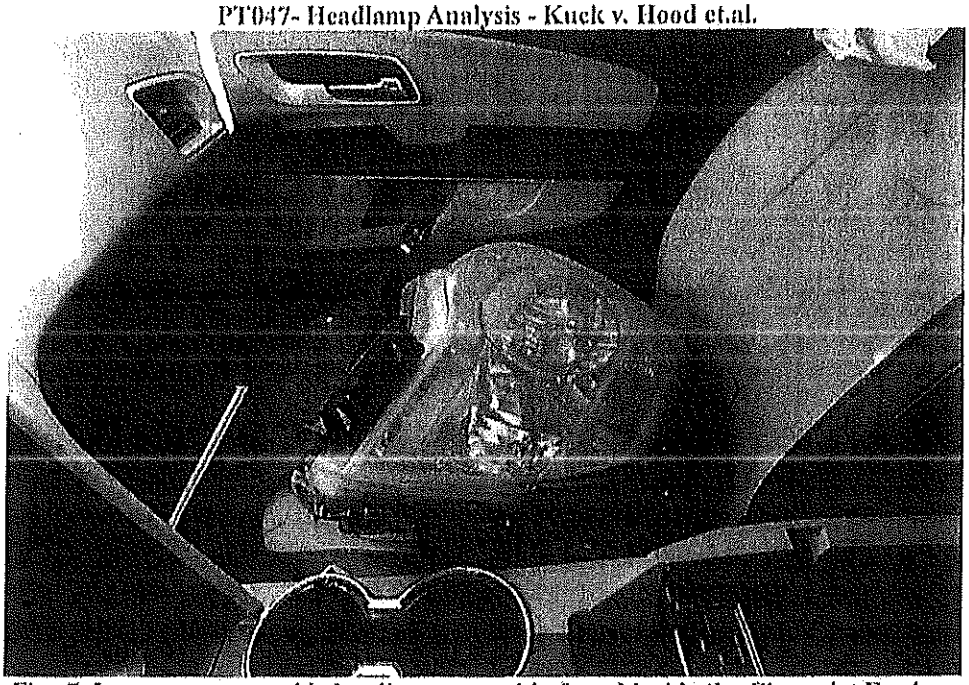


Fig. 7 Loose passenger side headlamp assembly found inside the Chevrolet Equinox

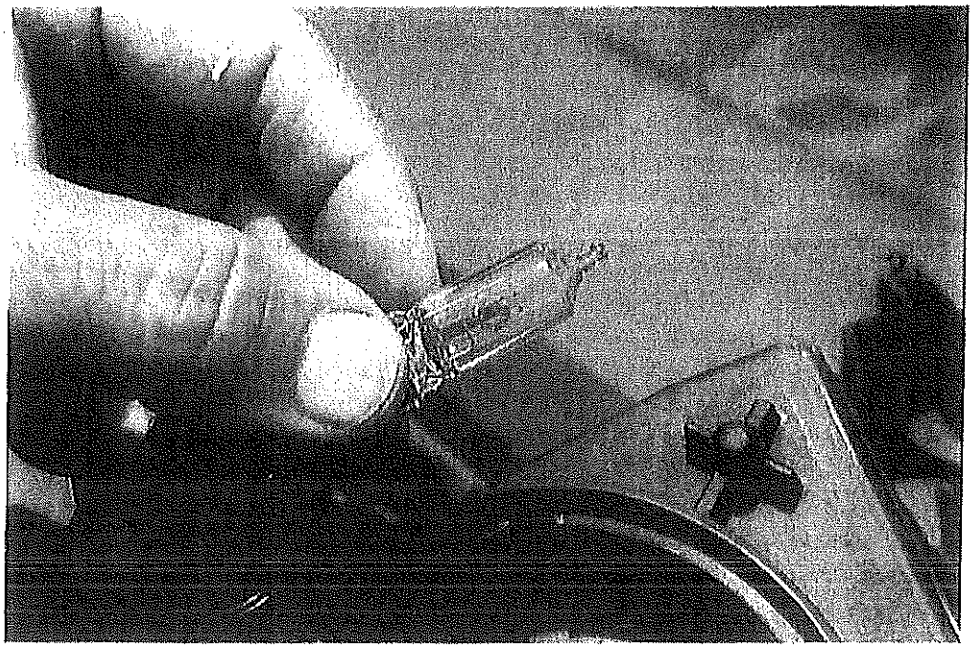


Fig. 8 Passenger side high beam headlamp

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

USAA Confidential

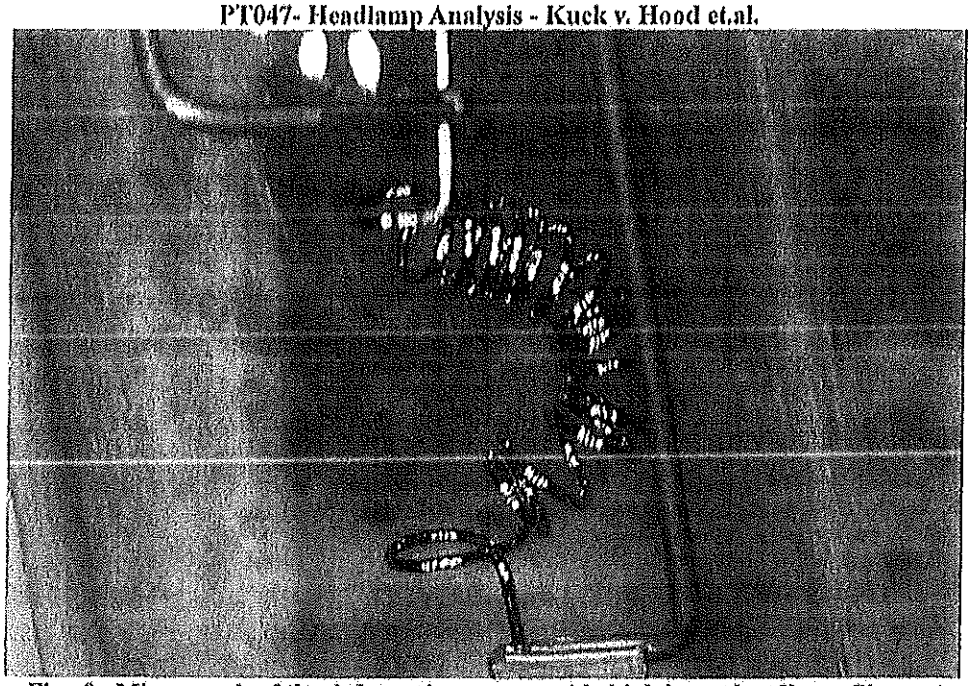


Fig. 9 Micrograph of the deformed passenger side high beam headlamp filament

Fig. 10 Passenger side marker-turn signal lamp

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

0901119c97aecae3

USAA Confidential

Hood_USAA_0195

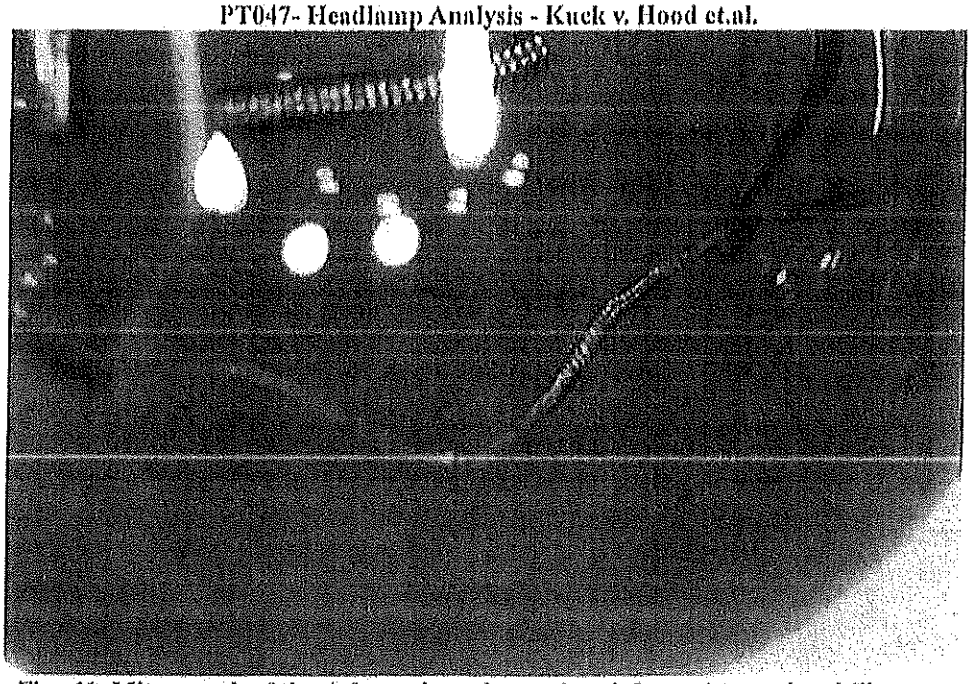


Fig. 11 Micrograph of the deformed marker and undeformed turn signal filaments

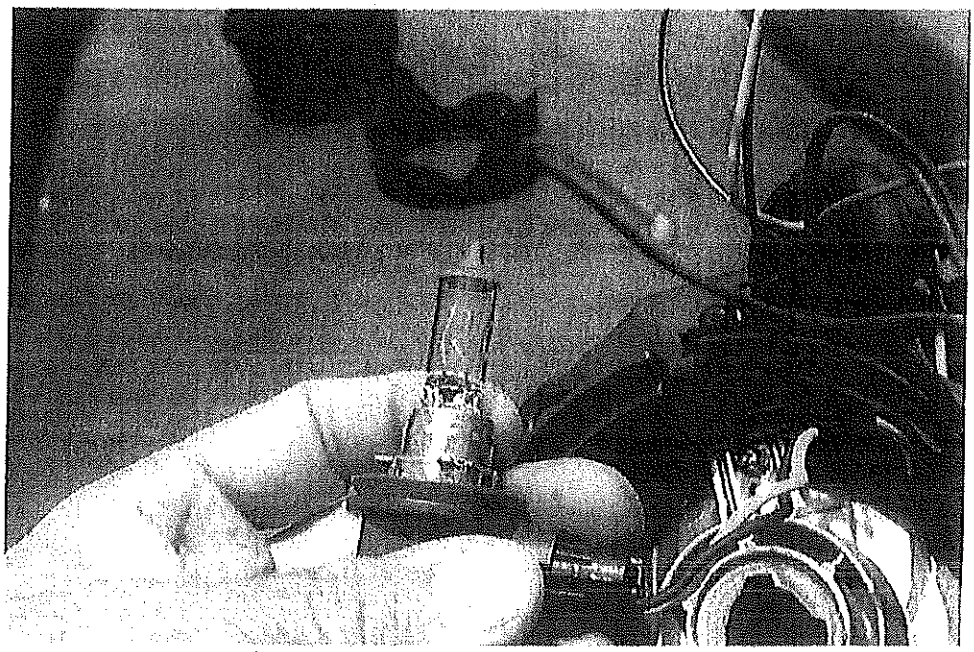


Fig. 12 Passenger side low beam headlamp

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

0901119c97aecae3

USAA Confidential

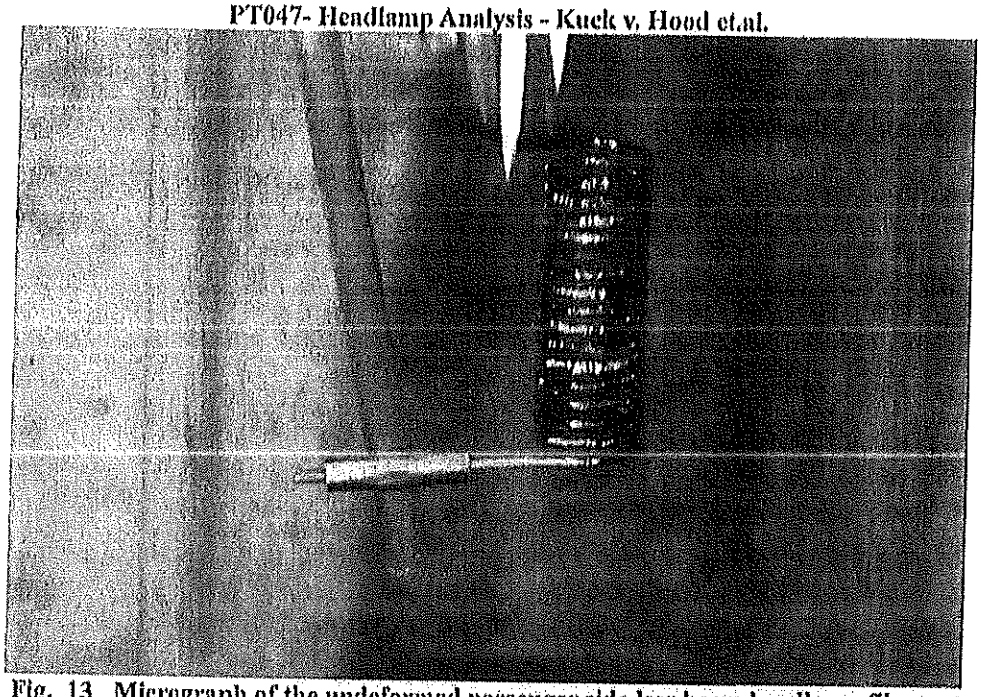


Fig. 13 Micrograph of the undeformed passenger side low beam headlamp filament

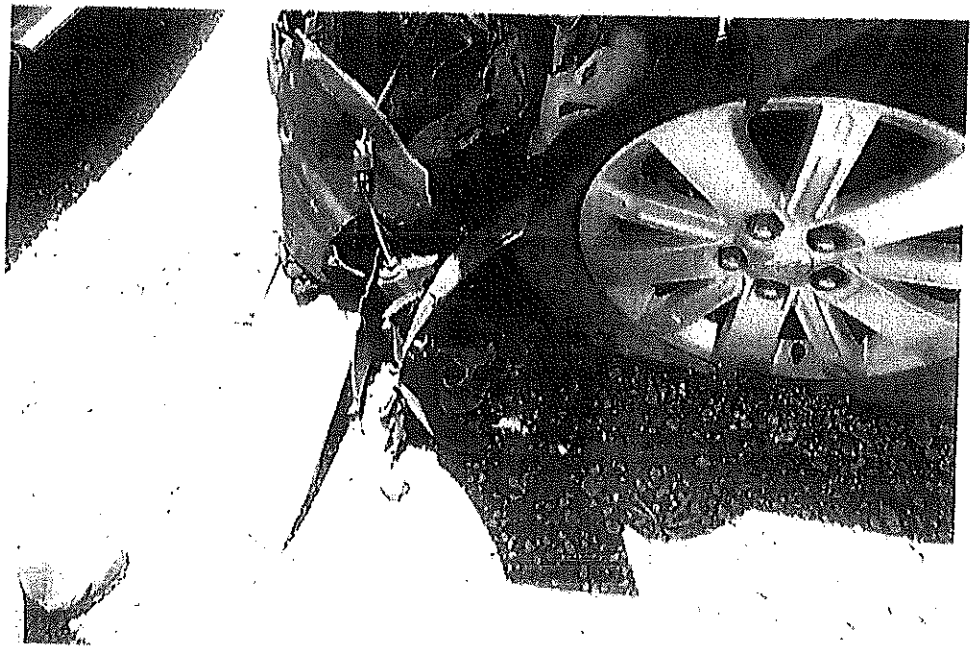


Fig. 14 Broken driver side high beam headlamp

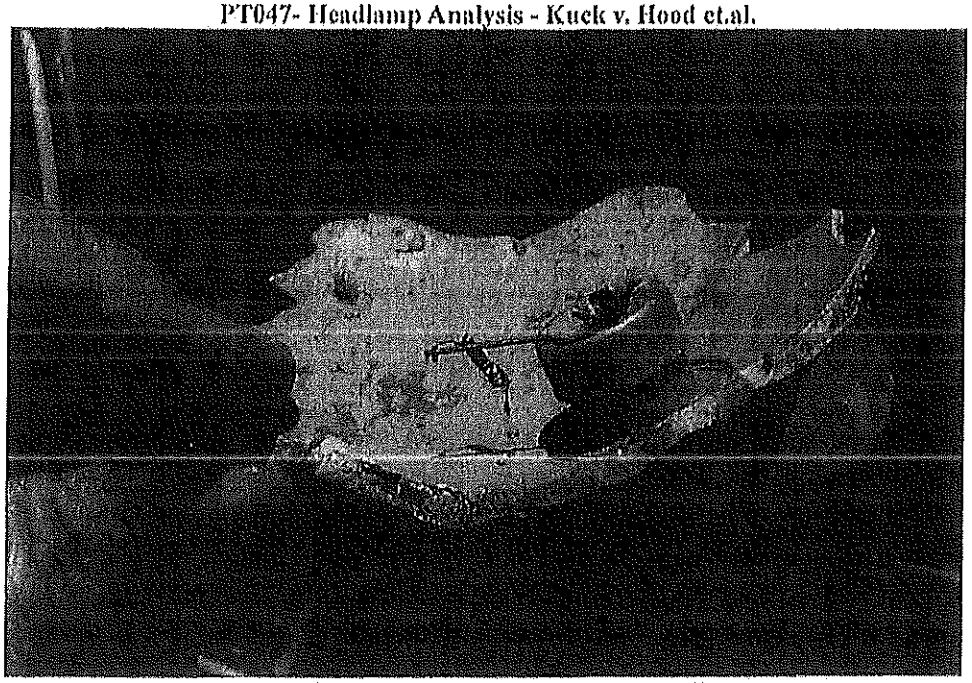


Fig. 15 Broken driver side high beam headlamp

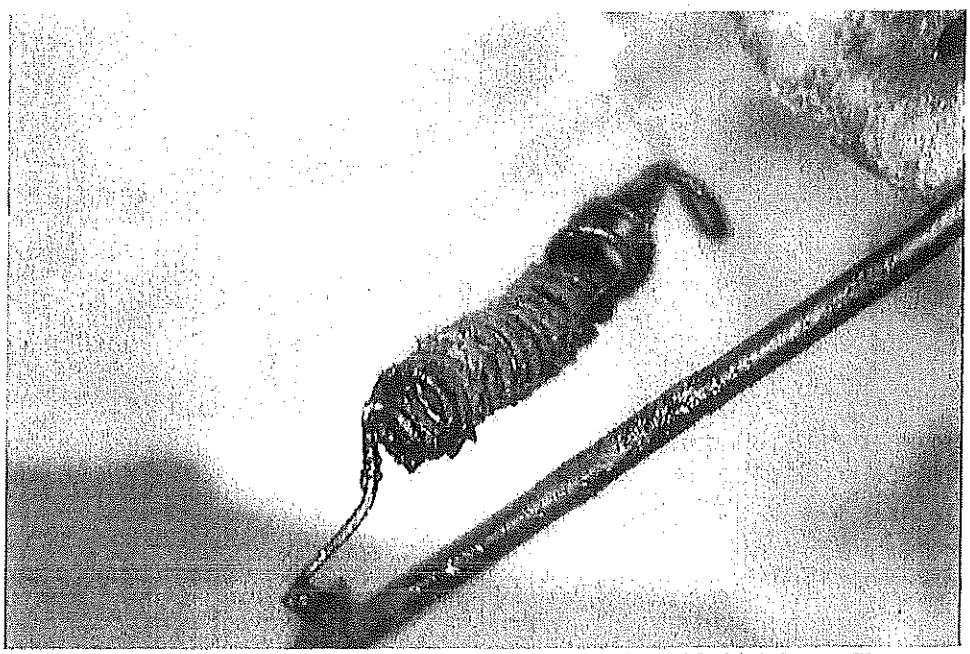


Fig. 16 Micrograph of the deformed and oxidized driver side high beam filament

APPENDIX I

Lighting Assembly Patterns

EAUTOLIGHTS.com

Menu

HOME / 2010-2011 CHEVROLET EQUINOX OEM HEADLIGHT-RIGHT

2010-2011 CHEVROLET EQUINOX OEM HEADLIGHT-RIGHT

~~$198.51~~ $119.48

IN STOCK

RIGHT OEM HEADLIGHT FOR 2010-2011 CHEVROLET EQUINOX

Qty 1

-OR-

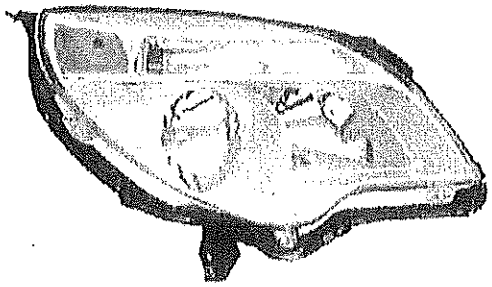
Check out with PayPal

-OR-

PayPal CREDIT

Get 6 months to pay on $99+

Add to Wishlist Add to Compare



MORE VIEWS

Description
Additional Information
Reviews

Description

Chevrolet Equinox 10-11 HeadLight (LS-LT MODEL)

Additional Information

TYPE	OEM REPLACEMENT
SYTLE	FACTORY LOOK
SIDE	RIGHT
MAKE	CHEVROLET

USAA Confidential

MODEL	EQUINOX
YEAR	2010-2011
EE NUMBER	GM546-B001R
OE NUMBER	20893486
PL NUMBER	GM2503338

Reviews

Be the first to review this product

© 2015 eAutoLights. All Rights Reserved

0901119c97aecae3

USAA Confidential

Hood_USAA_0201

02218

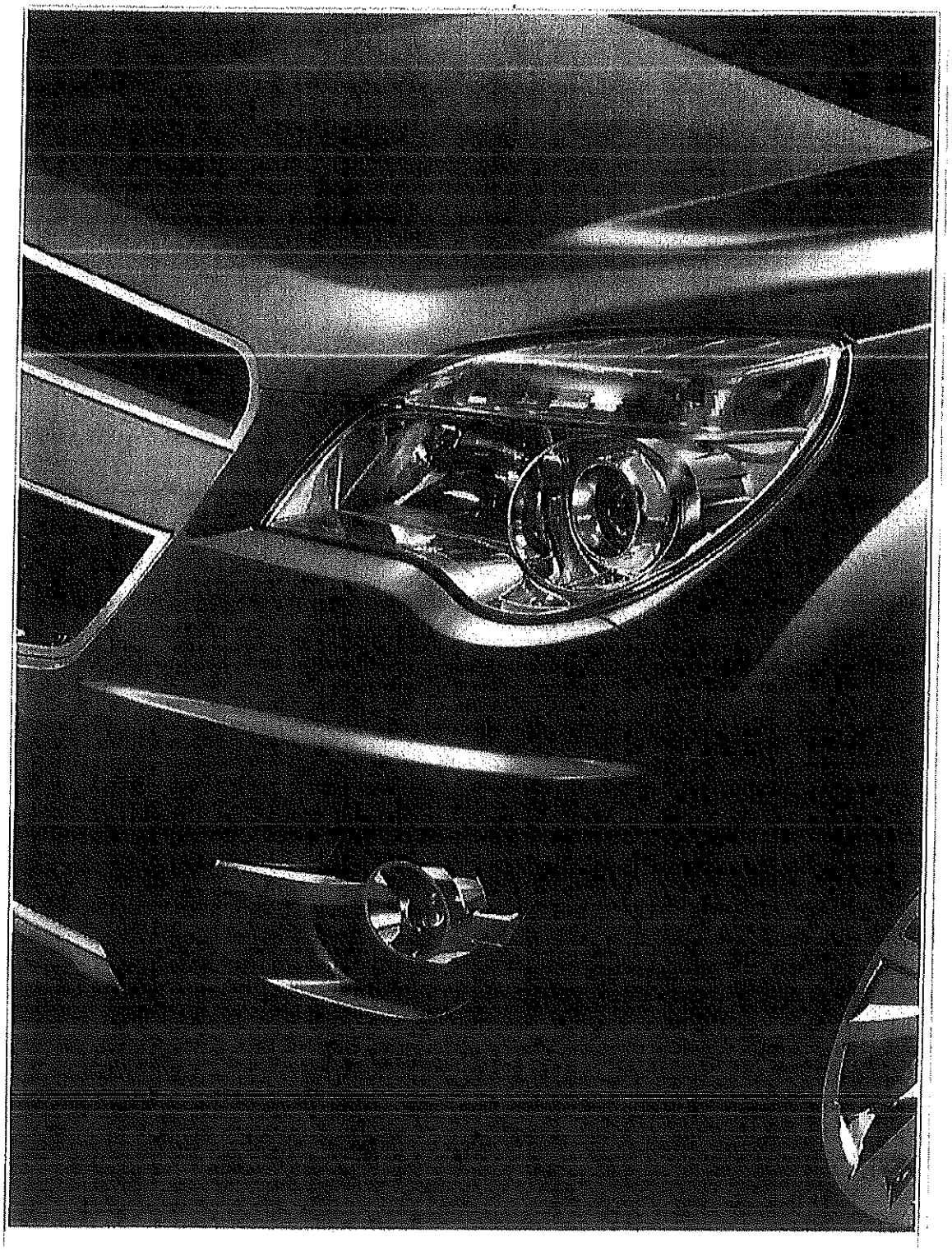
Popular: Chevy Cruze | Ford Edge | Ford Escape | Hyundai Elantra | Nissan Rogue | Nissan Versa | Scion xD | Scion tC | Toyota Corolla | Toyota RAV4

JB car pages.com
#1 to research, buy, enjoy cars

0901119c97aecae3

USAA Confidential

Hood_USAA_0202



0901119c97aecae3

USAA Confidential

Hood_USAA_0203

02220

Kelley Blue Book®

New & Used Car Prices, Photos & Reviews From The Industry Standard.

«««« Picture 3 | «« Picture 4 | « Picture 5 | You Are Here | Picture 7 » | Picture 8 »» | Picture 9 »»»

« previous :: 6 of 72 :: next »

Back to Equinox Pictures »

Home > Chevrolet > Chevrolet Equinox > 2011 Chevrolet Equinox > 2011 Chevrolet Equinox Pictures > 2011 Chevrolet Equinox Headlight Picture

0901119c97aecae3

USAA Confidential

Hood_USAA_0204

02221

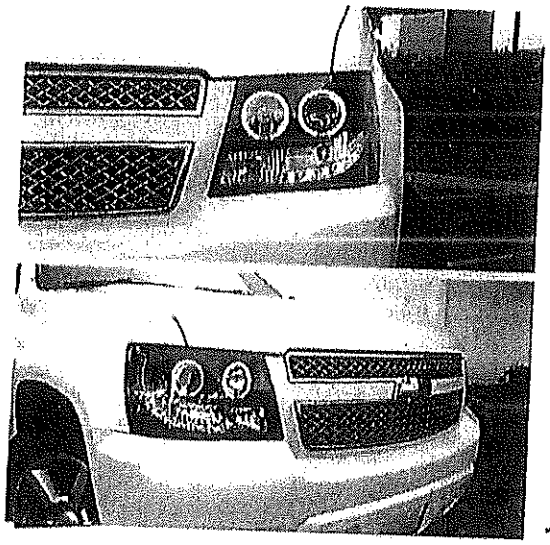
Hi! Sign in Sell

ebay Search... My eBay

All Categories

Back to previous page | Listed in category: eBay Motors > Parts & Accessories > Car & Truck Parts > Lighting & Lamps > Headlights

SAVE WITH EVERYDAY LOW PRICES See all eligible items >



Have one to sell? Sell now

2007-2014 CHEVY AVALANCHE SUBURBAN TAHOE Halo LED Projector Headlight Lamp Black

[GUARANTEED 3 DAY DELIVERY] 48 CONTINENTAL STATES

2 viewed per hour 10 ratings

Item condition: New

Compatibility: See compatible vehicles

Quantity: 1 Limited quantity available / 540 sold

List price: $340.00

Price: $81.38 (29% off)

Now: US $155.01 Buy It Now

Add to cart

1-yr protection $23.49 from Assurant

721 watching Add to watch list

Add to collection

540 sold More than 98% sold Free shipping and returns

VIPMOTOZ

vipmotoz (87928) 100% Positive feedback

Follow this seller

Visit store: VIPMOTOZ LC

See other items

Shipping: FREE Standard Shipping | See details

Delivery: Estimated between Thu. Aug. 4 and Thu. Aug. 11

Use Expedited Shipping to get it by Aug. 6

Payments: PayPal VISA

Credit Cards processed by PayPal

PayPal CREDIT

6 months to pay on $99+. Apply Now | See terms

See details

Returns: 60 days money back or item exchange, free return shipping | See details

Guarantee: | See details

Get the item you ordered or get your money back. Covers your purchase price and original shipping.

SAVE WITH EVERYDAY LOW PRICES See all eligible items >

Marked down item price reflects all savings. Items provided by vipmotoz

Current item

All promotional offers fi

Add to cart and save!

2007-2014 CHEVY AVALAN

Subtotal:

See all

2007-2014 CHEVY AVALANCHE SUBURBAN TAHOE Halo LED Projector

List price: $340.00 Now: $155.01

2002-2005 Dodge Ram 1500 FACTORY STYLE 03-05 Ram 2500 3500 Chrome

List price: $110.00 Now: $70.41

2002-2005 Dodge Ram 1500 2500 3500 *SPYDER BLACK* Smoke Headlight Tail

List price: $200.00 Now: $143.36

2002-2005 Dodge Ram 1500 Chrome Halo LED Projector Headlight 03-05 Ram 2500

List price: $181.65 Now: $130.40

* Savings are reflected in this price. Prices are subject to change without notice, as supplies last. Other conditions | Learn more about pricing

http://www.ebay.com/itm/2007-2014-CHEVY-AVALANCHE-SUBURBAN-TAHOE-Halo-LED-Projector-Headlight-Lamp-Black-/191236184418?hash=item2c7a3a1a62:g:

0901119c97aecae3

USAA Confidential

Hood_USAA_0205

Description | Shipping and payments

Seller assumes all responsibility for this listing.

Last updated on: Aug 01, 2016 21:59:45 PDT View all revisions

Compatibility

Please choose your vehicle year, make and model for specific results

Year	Make	Model	Trim	Engine	
-Select-	-Select-	Tahoe	All Trims	All Engines	Go

(Show all compatible vehicles)

This part is compatible with 44 vehicle(s) matching Tahoe.

Notes	Year	Make	Model	Trim	Engine
	2014	Chevrolet	Tahoe	LS Sport Utility 4-Door	All
	2014	Chevrolet	Tahoe	LT Sport Utility 4-Door	All
	2014	Chevrolet	Tahoe	LTZ Sport Utility 4-Door	All
	2014	Chevrolet	Tahoe	PPV Sport Utility 4-Door	All
	2014	Chevrolet	Tahoe	SSV Sport Utility 4-Door	All
	2013	Chevrolet	Tahoe	Hybrid Sport Utility 4-Door	All
	2013	Chevrolet	Tahoe	LS Sport Utility 4-Door	All
	2013	Chevrolet	Tahoe	LT Sport Utility 4-Door	All
	2013	Chevrolet	Tahoe	LTZ Sport Utility 4-Door	All
	2013	Chevrolet	Tahoe	PPV Sport Utility 4-Door	All
	2013	Chevrolet	Tahoe	SSV Sport Utility 4-Door	All
	2012	Chevrolet	Tahoe	Base Sport Utility 4-Door	All
	2012	Chevrolet	Tahoe	Hybrid Sport Utility 4-Door	All
	2012	Chevrolet	Tahoe	LS Sport Utility 4-Door	All
	2012	Chevrolet	Tahoe	LT Sport Utility 4-Door	All
	2012	Chevrolet	Tahoe	LTZ Sport Utility 4-Door	All
	2012	Chevrolet	Tahoe	PPV Sport Utility 4-Door	All
	2012	Chevrolet	Tahoe	SSV Sport Utility 4-Door	All
	2011	Chevrolet	Tahoe	Base Sport Utility 4-Door	All
	2011	Chevrolet	Tahoe	Hybrid Sport Utility 4-Door	All

Page 1 of 3 1 2 3

Portions of the information contained in this table have been provided by vendors.

Item specifics

Condition	New	Brand	Valeon Inc.
(Headlight) Low Beam Bulb	H1 Bulb Provided	Manufacturer Part Number	OEMwA7507A0AB007A0A6237A_2010 2011 2012 2013 201
(Headlight) DOT & SAE	Approved	Interchange Part Number	20/h0578/20760570
(Headlight) LED Brand	Nichia - Made In Japan	Other Part Number	GM2502203/GM2503203
(Headlight) High Beam Bulb	H1 Bulbs Provided	Placement on Vehicle	Left, Right, Front
(Headlight) Bulb Type	Crystal Sapphire	Surface Finish	Black Housing / Clear Lens
Contact Us	TEL: 1-844-884-7847 | HOURS: 9am - 6pm PST	Warranty	Yes
Returns	60-Days LOVE IT or SEE TURN TO	UPC	742503419D182
EAN	742503419D182		

SEARCH OUR STORE

0901119c97aecaa3

USAA Confidential

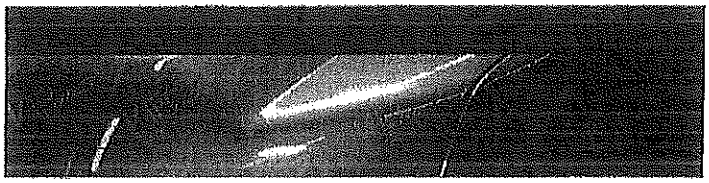
Hood_USAA_0206

02223

2007-2013 CHEVROLET AVALANCHE
2007-2014 CHEVROLET SUBURBAN 1500 | 2500
2007-2014 CHEVROLET TAHOE
BASE | LS | LT | LTZ | Z71 | HYBRID

INFINITY BLACK EDITION

Be Modern, Be Original. Transform Your Ride To Have The Most Unique Looking Ride On The Road, Remove Those Hazy Lights For These Crystal Clean Headlights. Guaranteed Best Headlights On The Market! Hassle Free With A 60 Day Warranty And 60-Day Return. So Come Buy Yours, Today!

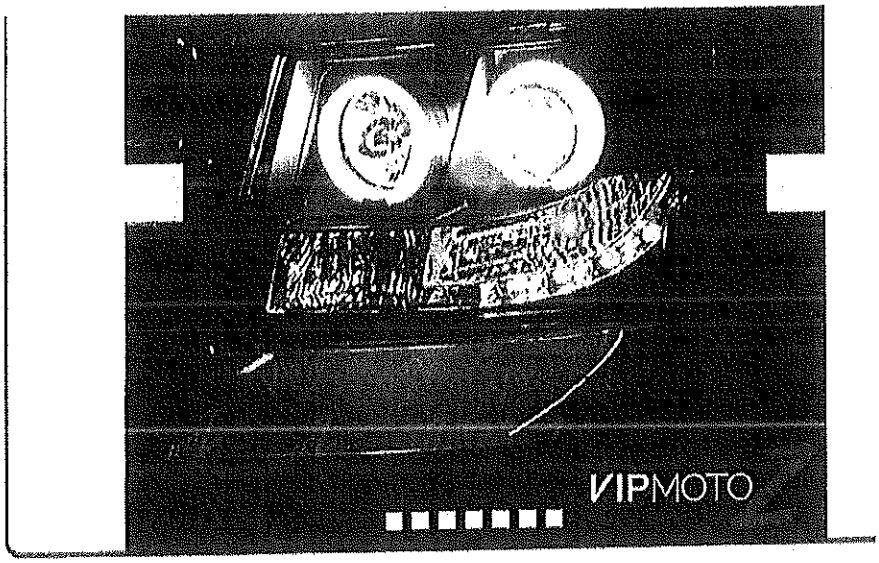


0901119c97aecae3

USAA Confidential

Hood_USAA_0207

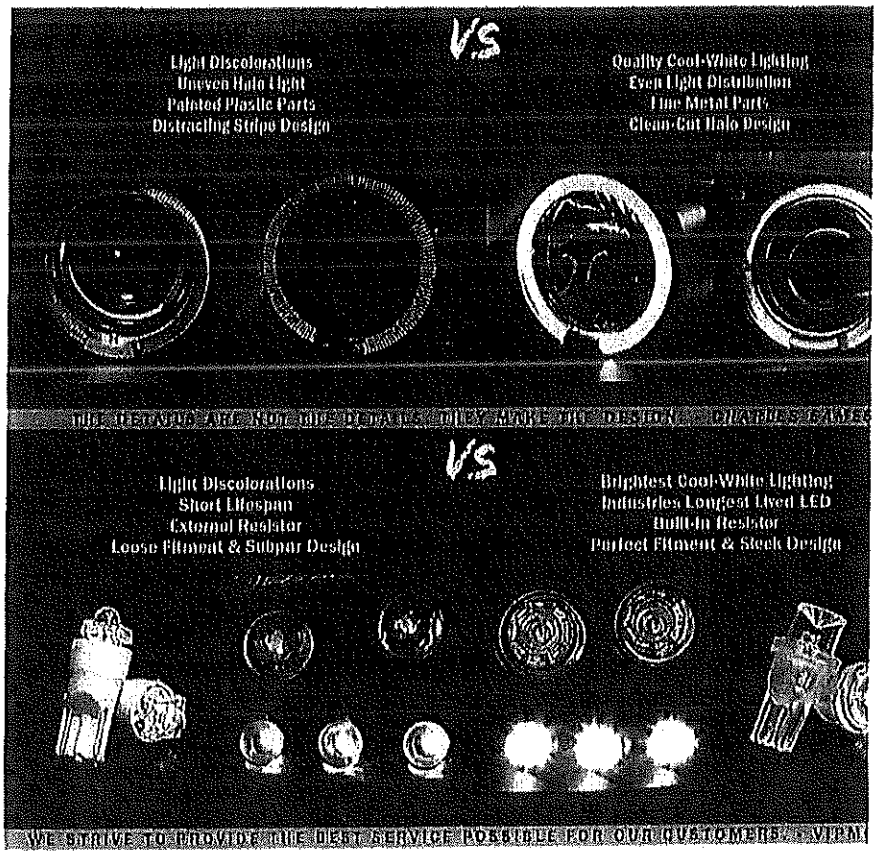
02224



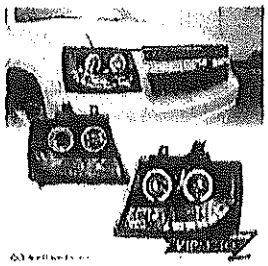
PRODUCT VIDEO

*Product video may vary. Video illustrates housing removal and re-installation only

Spyder Auto Installation: 2007-14 Chevrolet Suburban/Tahoe/Avalanche Pro...



PRODUCT DETAILS ABOUT US CONTACT SHIPPING PAYME



Designed to Fit

2007-2013 CHEVROLET AVALANCHE
2007-2014 CHEVROLET SUBURBAN 1500 | 2500
2007-2014 CHEVROLET TAHOE
BASE | LS | LT | LTZ | Z71 | HYBRID

Highlights & Features

Crystal Sapphire Halos
Crystal Sapphire Halos A European Luxury Detailing Crafted From Premium Acrylic
Phillips Superflux LEDs
Philips Superflux LED Unique Illuminated Appearance & Highly Customizable
4 of LED
4 Perfectly Placed Philips Superflux LED Illuminates The Darkest Of Nights

What You Might Need

Headlight
Please Re-Use Original Bulbs:
Turn Signal | Parking

Color Description

Infinity Black
Matte Black Housing With Transpar
Clear Lens

0901119c97aecae3

USAA Confidential

Hood_USAA_0209

What's in the Box

Headlight
Driver & Passenger Side
Osram High & Low Beam Bulbs

60-Days Full Warranty
Free 48 States Ground Shipping

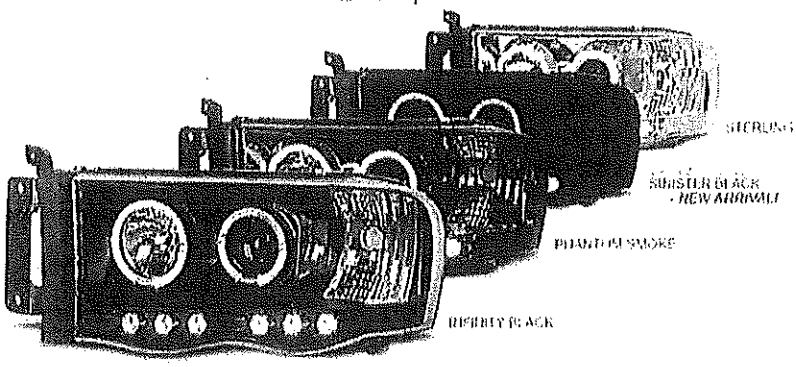
LED

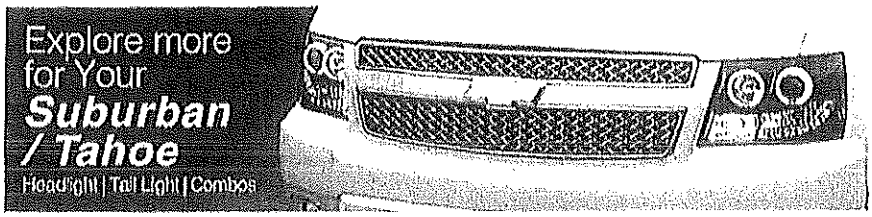
MATERI

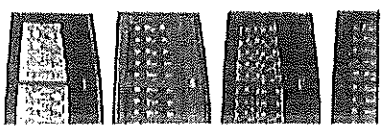
PROJECTOR

HALOS

Click on ⊕ or swipe here to learn more





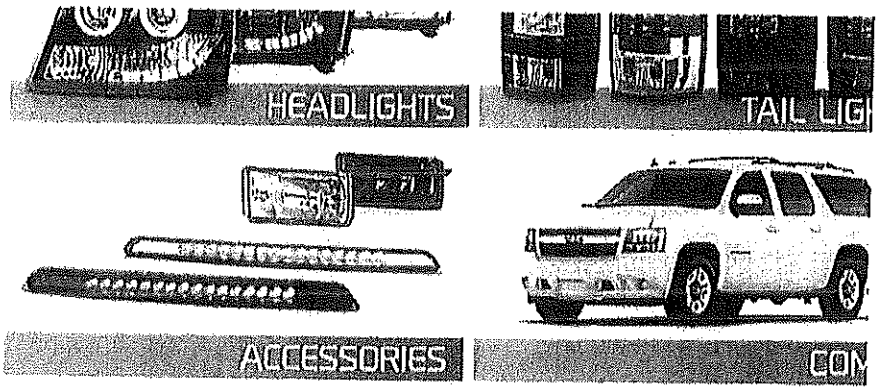


http://www.ebay.com/itm/2007-2014-CHEVY-AVALANCHE-SUBURBAN-TAHOE-Halo-LED-Projector-Headlight-Lamp-Black-/112295183810?hash=item%3A1

0901119c97aecae3

USAA Confidential

Hood_USAA_0210



By entering a bid or clicking the submit to buy button, you are entering into a legally binding contract to purchase the item described above and you confirm that you have read and understand the terms and conditions for sale and are hereby agreed to be bound by the obligations as responsible bidder and promise to pay the full amount as a share of the final bid price.

© VIPMOTOZ 2012-2016 All Rights Reserved

Questions and answers about this item

No questions or answers have been posted about this item.

Ask a question

4.9

Most relevant reviews

See all 8 reviews

Bought for mom as gift

by jonathonshiem
Jan 27, 2016

Bought these for my mom's lifted as a Christmas gift after she has commented on the headlights be my self and she really dislike put. She loves them as they look great. She says they are much brighter than the stock configuration. Only lack a few months and had... Great knowledge to look these up maybe on their total list in the manual book...

Verified purchase: Yes | Condition: New | Sold by: vpmotoz

Helpful (0) Unhelpful (0) Report

Awesome lights

by bats693020
May 06, 2016

I keep getting compliments on them everywhere I go. They make my car look like a newer model. I love them! Thank you

Verified purchase: Yes | Condition: New | Sold by: vpmotoz

Helpful (0) Unhelpful (0) Report

factory fit and looks great

by realboat22
Apr 12, 2016

Not only do these look great, they fit perfect and work great.

Verified purchase: Yes | Condition: New | Sold by: vpmotoz

Helpful (0) Unhelpful (0) Report

Great product with excellent quality.

by Camaro0727
Jan 08, 2016

It is a very good Headlight bulb because of the quality and design of the product. I definitely recommend it!

Verified purchase: Yes | Condition: New | Sold by: vpmotoz

Helpful (0) Unhelpful (0) Report

100%

Would recommend

100%

Good value

Write a review

100%

Good quality

by1993984
May 02, 2015

Good stuff

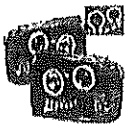
Exactly what I was expecting. And arrived early. Im very pleased

Verified purchase: Yes | Condition: New | Sold by: vipmotor

Helpful (0)
Unhelpful (0)
Report

Sponsored Links

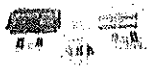
Spyder 5009156 Black Projector...
$226.10
Free Shipping
Xtreme Diesel...



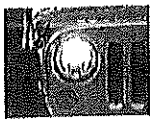
Spyder 5010514 Black Projector...
$279.30
Free Shipping
Xtreme Diesel...

Spyder Auto 5018861 Halo Led...
$216.93
Autobody

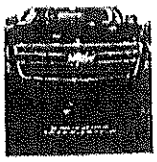
Spyder 5009354 Chrome Projector...
$170.55
Free Shipping
Xtreme Diesel...



2007 Chevy Avalanche 1500
$199.95
Car Computer Exch...



2011 Jeep Wrangler Recon Chrome
$949.95
Free Shipping
ExtremeTerrain.com



Fit 2007-2011 Chevy...
$159.71
Free Shipping
Walmart.com

Fit Nissan Rear Si...
$88.05
Michigan...

LEARN HOW TO EARN $30 BACK

Get it now

Back to previous page
More to explore: Chevrolet Chevy II Headlights, Chevrolet Tahoe Headlights, Chevrolet Tahoe LED Lights, Chevrolet Chevy II LED Lights, LED Projectors, Chevrolet Avalanche 1500 He...

Copyright © 1995-2015 eBay Inc. All Rights Reserved. User Agreement, Privacy, Payment and Accessibility

USAA Confidential

0901119c97aecae3

Hood_USAA_0212

APPENDIX II

Chevrolet Equinox Airbag Control Module Data

BOSCH

CDR CRASH DATA RETRIEVAL

IMPORTANT NOTICE: Robert Bosch LLC and the manufacturers whose vehicles are accessible using the CDR System urge end users to use the latest production release of the Crash Data Retrieval system software when viewing, printing or exporting any retrieved data from within the CDR program. Using the latest version of the CDR software is the best way to ensure that retrieved data has been translated using the most current information provided by the manufacturers of the vehicles supported by this product.

CDR File Information

User Entered VIN	2CNFLPE54B6410470
User	W Poplin
Case Number	PT047-BU
EDR Data Imaging Date	07/18/2016
Crash Date	11/07/2014
Filename	PT047-2-2CNFLPE54B6410470_ACM.CDRX
Saved on	Monday, July 18 2016 at 15:09:26
Collected with CDR version	Crash Data Retrieval Tool 16.6
Reported with CDR version	Crash Data Retrieval Tool 16.6
EDR Device Type	Airbag Control Module
Event(s) recovered	Deployment, Deployment, Non-Deployment

Comments

Direct to module-BU

Data Limitations

Recorded Crash Events:
There are two types of recorded crash events for Front, Side, and Rear (FSR) Events. The first is the Non-Deployment Event. A Non-Deployment Event records data but does not deploy the air bag(s). The minimum SDM Recorded Vehicle Velocity Change, that is needed to record a Non-Deployment Event, is five MPH (8 km/h). A Non-Deployment Event contains Pre-Crash and Crash data. The oldest Non-Deployment event can be overwritten by a Deployment Event, if all three records are full and the Non-Deployment Event is not locked. A Non-Deployment Event can be overwritten by a more recent Non-Deployment Event if all three records are full and the Non-Deployment is older than approximately 250 ignition cycles. Also, a Non-Deployment event can be recorded if one of the following occurs without the Deployment of any of the frontal air bags, side air bags, or roll bars:

- -Pretensioner(s) only Deployment
- -Head Rest Deployment
- -Battery Cut-Off Deployment

The second type of SDM recorded crash event for FSR Events is the Deployment Event. It also contains Pre-Crash and Crash data. Deployment Events cannot be overwritten or cleared by the SDM.
Rollover Events contains Pre-Crash and Crash data. Rollover event follow the same rules as FSR Deployment events
The SDM can store up to three Events.

Data:
For FSR Events, SDM Recorded Vehicle Velocity Change reflects the change in velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. For Deployment Events, the SDM will record 220 milliseconds of data after the Deployment criteria is met and up to 70 milliseconds before the Deployment criteria is met. For Non-Deployment Events, the SDM will record the first 300 milliseconds of data after algorithm enable.
For Rollover Events, the SDM may record Lateral Acceleration, Vertical Acceleration, and Roll Rate data, if the SDM is rollover capable. This data reflects what the sensing system experienced during the recorded portion of the event. For Non-Deployment (Non-rollover) Events, the SDM will record 750 milliseconds of data before a calibrated angle threshold is reached. For Deployment Events, the SDM will record up to 490 milliseconds of data before the Deployment criteria is met and 250 milliseconds after the Deployment criteria is met.
-Deployment loops may be displayed as being deployed in a Non-Deployment event record, if a Deployment event is qualified during the Non-Deployment event. That is, if two or more events are occurring at the same time and one is a Non-Deployment event and one of the others is a Deployment event, and the Deployment event is qualified while the Non-Deployment is still active, the deployed loops may be recorded in the Non-Deployment event record.
-Time between events is recorded in 10 msec intervals and is displayed in seconds for a maximum time of 655.33 seconds. The counter measures the time from the start of one event to the start of the next event if both events occur within the same ignition cycle.
-The CDR tool displays time from Algorithm Enable (AE) to time of Deployment command in a Deployment event and AE to time of maximum SDM recorded vehicle velocity change in a Non-Deployment event. Time from AE begins when the first air bag system enable threshold is met and ends when Deployment command criteria is met or at maximum SDM recorded vehicle velocity change. Any air bag systems may be a source of an enable.
-Time From Algorithm Enable to Maximum SDM Recorded Vehicle Velocity Change is captured when the largest, absolute value of either the Longitudinal or Lateral Recorded Vehicle Velocity Change occurs. The Maximum may occur between the recorded 10 millisecond sample points.
-Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
-SDM Recorded Vehicle Speed accuracy can be affected by various factors, including but not limited to the following:

- -Significant changes in the tire's rolling radius
- -Final drive axle ratio changes

USAA Confidential

0901119c97aecae3

Hood_USAA_0216

-Wheel lockup and wheel slip
-Brake Switch Circuit Status indicates the open/closed state of the brake switch circuit.
-Pre-Crash data is recorded asynchronously. The 0.5 second Pre-crash data value (most recent recorded data point) is the data point last sampled before AE. That is to say, the last data point may have been captured just before AE but no more than 0.5 second before AE. All subsequent Pre-crash data values are referenced from this data point.
-Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if:
-The SDM receives a message with an "invalid" flag from the module sending the pre-crash data
-Pre-Crash Electronic Data Validity Check Status indicates "Data Not Available" if:
-No data is received from the module sending the pre-crash data
-For diesel powered vehicles, the data displayed as Throttle Position (%) is actually the data for the Air Inlet Flap Position. This is not the same as the throttle position for a gasoline powered engines.
-Belt Switch Circuit Status indicates the status of the seat belt switch circuit.
-The ignition cycle counter will increment when the power mode cycles from OFF/Accessory to RUN. Applying and removing of battery power to the module will not increment the ignition cycle counter.
-Ignition Cycles Since DTCs Were Last Cleared can record a maximum value of 253 cycles and can only be reset by a scan tool.
-Dynamic Deployment Event Counter tracks the number of Deployment events that have occurred during the SDM's lifetime.
-Dynamic Event Counter tracks the number of qualified events (either Deployments, Non-Deployments, or Rollover events) that have occurred during the SDM's lifetime.
-For Deployment Events, DTC B0092 (Deployment commanded) shall be recorded with the remainder of the data for this event even though it occurred after Event Enable.
-Once a firing loop has been commanded to be deployed, it will not be commanded to be deployed again during the same ignition cycle. Firing loop deployment times for subsequent deployment type events, during the same ignition cycle, will not be recorded. Also, forced timer loops, will not be shown as being commanded to deploy. Loops without their own independent deployment calibration are called "forced timer loops." Examples of a forced timer loops are Pretensioner Deployment Loop #2 and Knee Deployment Loop.
-Number of Ignition Cycles SIR Warning Lamp was ON/OFF Continuously may be reported higher than Ignition Cycles At Event because the Ignition Cycles SIR Warning Lamp was ON/OFF counter is not cleared during the vehicle build process.
-Ignition Cycles At Event may be reported higher than Ignition Cycles At Investigation by one ignition cycle. This is due to the way Ignition Cycles At Investigation is written during a vehicle power loss situation.
-The reported range of the longitudinal and lateral acceleration values is approximately ± 50 g.
-All data should be examined in conjunction with other available physical evidence from the vehicle and scene.

Data Source:
All SDM recorded data is measured, calculated, and stored internally, except for the following:
-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by Body Control Module, via the vehicle's communication network.
-The Belt Switch Circuit is wired directly to the SDM.

Data Element Sign Convention:
The following table provides an explanation of the sign notation for data elements that may be included in this CDR report. Directional references to sign notation are all from the perspective of the driver when seated in the vehicle facing the direction of forward vehicle travel.

Data Element Name	Positive Sign Notation Indicates
Longitudinal Velocity Change	Forward
Lateral Acceleration	Left to Right
Lateral Velocity Change	Left to Right
Vertical Acceleration	Downward
Roll Rate	Clockwise Rotation

Hexadecimal Data:
Data that the vehicle manufacturer has specified for data retrieval is shown in the hexadecimal data section of the CDR report. The hexadecimal data section of the CDR report may contain data that is not translated by the CDR program. The control module contains additional data that is not retrievable by the CDR tool.

01038_SDM10&SDM10i-autoliv_j021

0901119c97aecae3

USAA Confidential

Hood_USAA_0217

02232

Event Data (General)

Ignition Cycles At Investigation	3466
ESS # 1 Traceability Data	AU0000E000000000
ESS # 2 Traceability Data	DA0000E000000000
ESS # 3 Traceability Data	AH0000E000000000
ESS # 4 Traceability Data	AJ0000E000000000
ESS # 5 Traceability Data	AT0000E000000000
ESS # 6 Traceability Data	DB0000E000000000
ESS # 7 Traceability Data	000000E000000000
ESS # 8 Traceability Data	000000E000000000
Dynamic Deployment Event Counter	2
Dynamic Event Counter	3
Dynamic OnStar Notification Event Counter	2
Vehicle Identification Number	2GNFLPE54B6418470
System Type	Autoliv
Manufacturing Traceability Data	AS4803E050709201
Software Module Identifier 1	00CF22EB
Software Module Identifier 2	0140467E
Software Module Identifier 3	0189ECCF
End Model Part Number	00CF22ED

Event Data (Event Record 1)

Event Recording Complete	Yes
Event Record Type	Deployment
Crash Record Locked	Yes
OnStar Deployment Status Data Sent	Yes
OnStar SDM Recorded Vehicle Velocity Change Data Sent	Yes
Deployment Event Counter	1
Event Counter	1
OnStar Notification Event Counter	1
Algorithm Active: Rear	No
Algorithm Active: Rollover	Yes
Algorithm Active: Side	Yes
Algorithm Active: Frontal	Yes
Ignition Cycles At Event	3466
Time Between Events (sec)	Data Not Available
Concurrent Event Flag Set	No
Event Severity Status: Rollover	No
Event Severity Status: Rear	No
Event Severity Status: Right Side	Yes
Event Severity Status: Left Side	No
Event Severity Status: Frontal Stage 2	No
Event Severity Status: Frontal Stage 1	No
Event Severity Status: Frontal Pretensioner	No
Driver 1st Stage Deployment Loop Commanded	No
Passenger 1st Stage Deployment Loop Commanded	No
Driver 2nd Stage Deployment Loop Commanded	No
Passenger 2nd Stage Deployment Loop Commanded	No
Driver Pretensioner Deployment Loop #1 Commanded	Yes
Passenger Pretensioner Deployment Loop #1 Commanded	Yes
Driver Pretensioner Deployment Loop #2 Commanded	Yes
Passenger Pretensioner Deployment Loop #2 Commanded	Yes
Driver Thorax Loop Commanded	No
Passenger Thorax Loop Commanded	Yes
Left Row 1 Roof Rail/Head Curtain Loop Commanded	Yes
Right Row 1 Roof Rail/Head Curtain Loop Commanded	Yes
Driver Belt Switch Circuit Status	Buckled
Passenger Belt Switch Circuit Status	Not Buckled
Passenger Seat Occupancy Status	Empty
Passenger Classification Status	Not Applicable
Passenger Air Bag ON Indicator Status	Off
Passenger Air Bag OFF Indicator Status	On
Low Tire Pressure Warning Lamp	Off
SIR Warning Lamp Status	Off
SIR Warning Lamp ON/OFF Time Continuously (seconds)	656330
Number of Ignition Cycles SIR Warning Lamp was ON/OFF Continuously	230
Ignition Cycles Since DTCs Were Last Cleared at Event Enable	253
Time From Algorithm Enable to Maximum SDM Recorded Vehicle Velocity Change (msec)	200
Longitudinal SDM Recorded Vehicle Velocity Change at time of Maximum SDM Recorded Vehicle Velocity Change MPH [km/h]	-2 [-4]
Lateral SDM Recorded Vehicle Velocity Change at time of Maximum SDM Recorded Vehicle Velocity Change MPH [km/h]	-4 [-7]
Driver 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	27
Passenger Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	27
Driver Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	27

Passenger Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	27

BOSCH

CDR CRASH DATA RETRIEVAL

DTCs Present at Time of Event (Event Record 1)

B0052-00

0901119c97aecae3

USAA Confidential

Hood_USAA_0221

02236

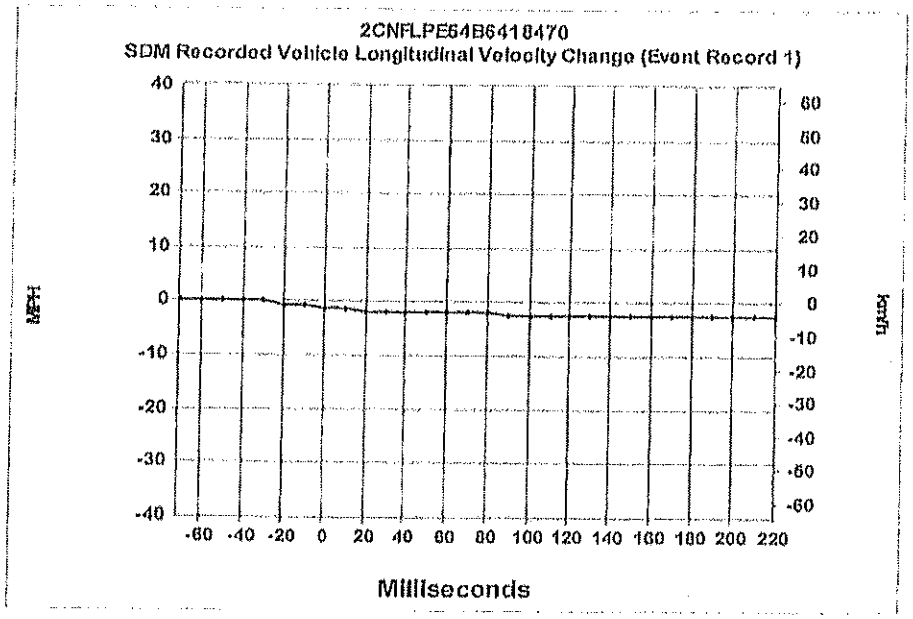
Pre-Crash Data -1 to -.5 sec (Event Record 1)

Times (sec)	Cruise Control Active	Cruise Control Resume Switch Active	Cruise Control Set Switch Active	Engine Torque (lb-ft (N-m))	Reduced Engine Power Mode Indicator
-1.0	No	No	No	72 [97]	Off
-0.5	No	No	No	69 [94]	Off

Pre-Crash Data -2.5 to -.5 sec (Event Record 1)

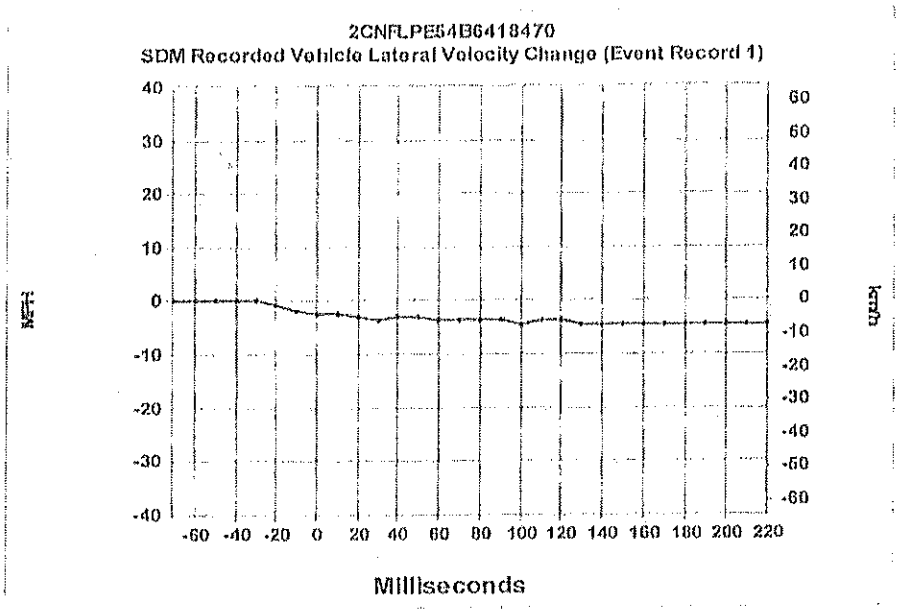
Times (sec)	Accelerator Pedal Position (percent)	Brake Switch Circuit State	Engine Speed	Throttle Position (%)	Vehicle Speed (MPH [km/h])
-2.5	17	Off	1600	30	62 [100]
-2.0	14	Off	1636	27	62 [100]
-1.5	14	Off	1600	26	63 [101]
-1.0	13	Off	1600	26	62 [100]
-0.5	13	Off	1600	26	62 [100]

USAA Confidential



Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
-70	0.0	0.0
-60	0.0	0.0
-50	0.0	0.0
-40	0.0	0.0
-30	0.0	0.0
-20	-0.6	-1.0
-10	-0.6	-1.0
0	-1.2	-2.0
10	-1.2	-2.0
20	-1.9	-3.0
30	-1.9	-3.0
40	-1.9	-3.0
50	-1.9	-3.0
60	-1.9	-3.0
70	-1.9	-3.0
80	-1.9	-3.0
90	-2.5	-4.0
100	-2.5	-4.0
110	-2.5	-4.0
120	-2.5	-4.0
130	-2.5	-4.0

Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
140	-2.5	-4.0
150	-2.5	-4.0
160	-2.5	-4.0
170	-2.5	-4.0
180	-2.5	-4.0
190	-2.5	-4.0
200	-2.5	-4.0
210	-2.5	-4.0
220	-2.5	-4.0



Time (msec)	Delta-V, lateral (MPH)	Delta-V, lateral (km/h)
-70	0.0	0.0
-60	0.0	0.0
-50	0.0	0.0
-40	0.0	0.0
-30	0.0	0.0
-20	-0.6	-1.0
-10	-1.9	-3.0
0	-2.5	-4.0
10	-2.5	-4.0
20	-3.1	-5.0
30	-3.7	-6.0
40	-3.1	-5.0
50	-3.1	-5.0
60	-3.7	-6.0
70	-3.7	-6.0
80	-3.7	-6.0
90	-3.7	-6.0
100	-4.3	-7.0
110	-3.7	-6.0
120	-3.7	-6.0
130	-4.3	-7.0

Time (msec)	Delta-V, lateral (MPH)	Delta-V, lateral (km/h)
140	-4.3	-7.0
150	-4.3	-7.0
160	-4.3	-7.0
170	-4.3	-7.0
180	-4.3	-7.0
190	-4.3	-7.0
200	-4.3	-7.0
210	-4.3	-7.0
220	-4.3	-7.0

0901119c97aecae3

USAA Confidential

Hood USAA 0224

02239

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Lateral Acceleration (Event Record 1)

Contains No Recorded Data

0901119c97aecae3

USAA Confidential

Hood_USAA_0225

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Vertical Acceleration (Event Record 1)

Contains No Recorded Data

0901119c97aecaa3

USAA Confidential

Hood_USAA_0226

Passenger Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	Data Not Available

DTCs Present at Time of Event (Event Record 2)

B0052-00

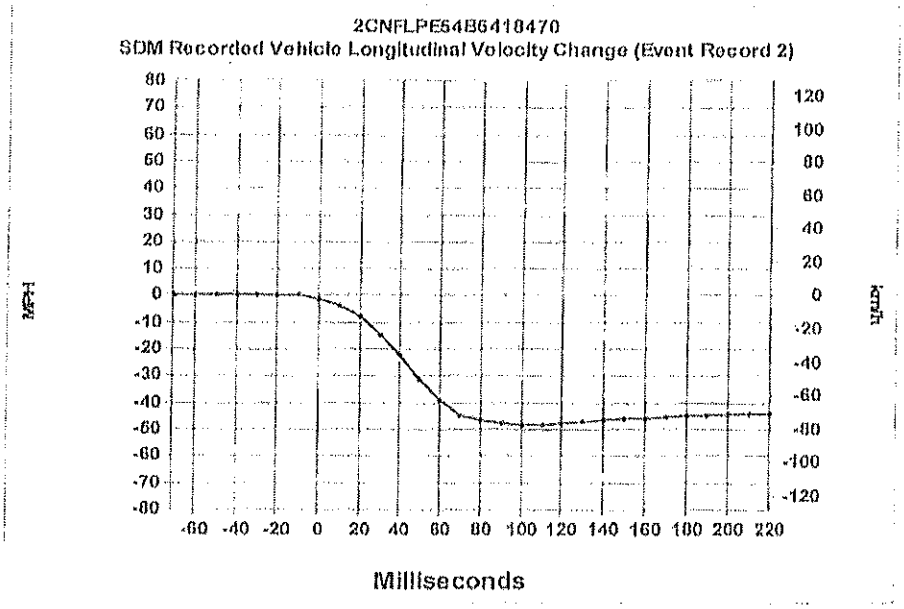
USAA Confidential

Pre-Crash Data -1 to -.5 sec (Event Record 2)

Times (sec)	Cruise Control Active	Cruise Control Resume Switch Active	Cruise Control Set Switch Active	Engine Torque (lb-ft [N-m])	Reduced Engine Power Mode Indicator
-1.0	No	No	No	110 [149]	Off
-0.5	No	No	No	13 [18]	Off

Pre-Crash Data -2.5 to -.5 sec (Event Record 2)

Times (sec)	Accelerator Pedal Position (percent)	Brake Switch Circuit State	Engine Speed	Throttle Position (%)	Vehicle Speed (MPH [km/h])
-2.5	0	Off	1604	20	61 [02]
-2.0	0	Off	1344	8	67 [02]
-1.5	20	Off	1216	47	53 [85]
-1.0	0	Off	1020	28	53 [85]
-0.5	0	On	1280	12	48 [77]



Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
-70	0.0	0.0
-60	0.0	0.0
-50	0.0	0.0
-40	0.0	0.0
-30	0.0	0.0
-20	0.0	0.0
-10	0.0	0.0
0	-1.2	-2.0
10	-3.7	-6.0
20	-8.1	-13.0
30	-14.9	-24.0
40	-22.4	-36.0
50	-31.7	-51.0
60	-39.1	-63.0
70	-44.7	-72.0
80	-46.6	-75.0
90	-47.8	-77.0
100	-48.5	-78.0
110	-48.5	-78.0
120	-47.8	-77.0
130	-47.2	-76.0

Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
140	-46.6	-75.0
150	-46.0	-74.0
160	-46.0	-74.0
170	-45.4	-73.0
180	-44.7	-72.0
190	-44.7	-72.0
200	-44.1	-71.0
210	-44.1	-71.0
220	-44.1	-71.0

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Vertical Acceleration (Event Record 2)

Contains No Recorded Data

0901119c97aecae3 USAA Confidential Hood_USAA_0235

02246

SDM Recorded Vehicle Roll Rate (Event Record 2)

Contains No Recorded Data

Event Data (Event Record 3)

Event Recording Complete	Yes
Event Record Type	Non-Deployment
Crash Record Locked	No
OnStar Deployment Status Data Sent	Yes
OnStar SDM Recorded Vehicle Velocity Change Data Sent	Yes
Deployment Event Counter	2
Event Counter	3
OnStar Notification Event Counter	2
Algorithm Active: Rear	No
Algorithm Active: Rollover	Yes
Algorithm Active: Side	No
Algorithm Active: Frontal	No
Ignition Cycles At Event	3466
Time Between Events (sec)	0.39
Concurrent Event Flag Set	No
Event Severity Status: Rollover	No
Event Severity Status: Rear	No
Event Severity Status: Right Side	No
Event Severity Status: Left Side	No
Event Severity Status: Frontal Stage 2	No
Event Severity Status: Frontal Stage 1	No
Event Severity Status: Frontal Pretensioner	No
Driver 1st Stage Deployment Loop Commanded	No
Passenger 1st Stage Deployment Loop Commanded	No
Driver 2nd Stage Deployment Loop Commanded	No
Passenger 2nd Stage Deployment Loop Commanded	No
Driver Pretensioner Deployment Loop #1 Commanded	No
Passenger Pretensioner Deployment Loop #1 Commanded	No
Driver Pretensioner Deployment Loop #2 Commanded	No
Passenger Pretensioner Deployment Loop #2 Commanded	No
Driver Thorax Loop Commanded	No
Passenger Thorax Loop Commanded	No
Left Row 1 Roof Rail/Head Curtain Loop Commanded	No
Right Row 1 Roof Rail/Head Curtain Loop Commanded	No
Driver Belt Switch Circuit Status	Buckled
Passenger Belt Switch Circuit Status	Not Buckled
Passenger Seat Occupancy Status	Empty
Passenger Classification Status	Not Applicable
Passenger Air Bag ON Indicator Status	Off
Passenger Air Bag OFF Indicator Status	On
Low Tire Pressure Warning Lamp	Off
SIR Warning Lamp Status	Off
SIR Warning Lamp ON/OFF Time Continuously (seconds)	665330
Number of Ignition Cycles SIR Warning Lamp was ON/OFF Continuously	230
Ignition Cycles Since DTCs Were Last Cleared at Event Enable	253
Time From Algorithm Enable to Maximum SDM Recorded Vehicle Velocity Change (msec)	210
Longitudinal SDM Recorded Vehicle Velocity Change at time of Maximum SDM Recorded Vehicle Velocity Change MPH (km/h)	0 [0]
Lateral SDM Recorded Vehicle Velocity Change at time of Maximum SDM Recorded Vehicle Velocity Change MPH (km/h)	0 [0]
Driver 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	Data Not Available

0901119c97aecae3

USAA Confidential

Hood_USAA_0237

02248

Passenger Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	Data Not Available

DTCs Present at Time of Event (Event Record 3)

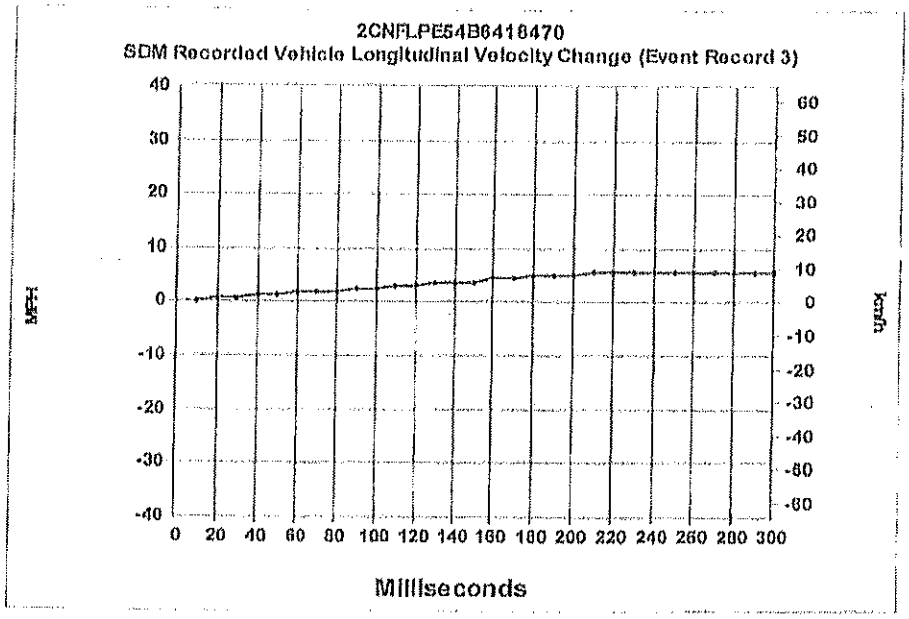
B0052-00

Pre-Crash Data -1 to -.5 sec (Event Record 3)

Times (sec)	Cruise Control Active	Cruise Control Resume Switch Active	Cruise Control Set Switch Active	Engine Torque (lb-ft [N-m])	Reduced Engine Power Mode Indicator
-1.0	No	No	No	13 [18]	Off
-0.5	No	No	No	-4 [-5]	Off

Pre-Crash Data -2.5 to -.5 sec (Event Record 3)

Times (sec)	Accelerator Pedal Position (percent)	Brake Switch Circuit State	Engine Speed	Throttle Position (%)	Vehicle Speed (MPH [km/h])
-2.5	0	Off	1344	8	57 [92]
-2.0	29	Off	1216	47	53 [85]
-1.5	0	Off	1920	28	53 [85]
-1.0	0	On	1280	12	48 [77]
-0.5	0	On	960	16	40 [65]



Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
10	0.0	0.0
20	0.6	1.0
30	0.6	1.0
40	1.2	2.0
50	1.2	2.0
60	1.9	3.0
70	1.9	3.0
80	1.9	3.0
90	2.5	4.0
100	2.5	4.0
110	3.1	5.0
120	3.1	5.0
130	3.7	6.0
140	3.7	6.0
150	3.7	6.0
160	4.3	7.0
170	4.3	7.0
180	5.0	8.0
190	5.0	8.0
200	5.0	8.0
210	5.6	9.0

Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
220	5.6	9.0
230	5.6	9.0
240	5.6	9.0
250	5.6	9.0
260	5.6	9.0
270	5.6	9.0
280	5.6	9.0
290	5.6	9.0
300	5.6	9.0

SDM Recorded Vehicle Lateral Velocity Change (Event Record 3)

Contains No Recorded Data

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Lateral Acceleration (Event Record 3)

Contains No Recorded Data

0901119c97aecae3

USAA Confidential

Hood_USAA_0243

02254

SDM Recorded Vehicle Vertical Acceleration (Event Record 3)

Contains No Recorded Data

0901119c97aecae3

USAA Confidential

Hood_USAA_0244

02255

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Roll Rate (Event Record 3)

Contains No Recorded Data

0901119c97aecae3

USAA Confidential

Hood_USAA_0245

02256

Hexadecimal Data

```
DPID $11
FF E0 00 FC C0 7C 00

DPID $15
01 02 03 04 05 06 07

DPID $16
08 09 0A 0D 0E 00 00

DPID $17
00 00 00 00 00 00 00

DPID $32
00 FD 0D 8A 00 00 00

DPID $35
78 00 00 00 00 00 00

DID $01
41 55 30 30 30 30 45 30 30 30 30 30 30 30 30

DID $03
44 41 30 30 30 30 45 30 30 30 30 30 30 30 30

DID $05
41 48 30 30 30 30 45 30 30 30 30 30 30 30 30

DID $07
41 4A 30 30 30 30 45 30 30 30 30 30 30 30 30

DID $09
41 54 30 30 30 30 45 30 30 30 30 30 30 30 30

DID $0B
44 42 30 30 30 30 45 30 30 30 30 30 30 30 30

DID $0D
30 30 30 30 30 30 45 30 30 30 30 30 30 30 30

DID $0F
30 30 30 30 30 30 45 30 30 30 30 30 30 30 30

DID $30
02 00 03 03

DID $90
33 43 4E 46 4C 50 45 35 34 42 36 34 31 38 34 37 30

DID $9A
04 01

DID $B4
41 53 34 3B 39 33 45 30 35 30 37 30 39 32 30 31

DID $C1
00 CF 23 EB

DID $C2
01 40 46 7E

DID $C3
01 89 EC CF
```


0901119c97aecae3

USAA Confidential

Hood_USAA_0246

02257

DID $CB
00 CF 22 ED

DID $31

```
0000   A5 F0 01 00 01 01 07 0D BA FF
0010   FF 00 00 00 20 03 D3 00 00 00
0020   4C FC FC F0 00 00 C0 10 0D 0D
0030   0E 0E 11 00 00 00 00 19 19 19
0040   18 19 07 5B 07 62 1A 1A 1A 1B
0050   1E 64 64 65 64 64 00 FF FD 00
0060   E6 FD 00 00 00 00 00 00 00 00
0070   00 00 00 00 00 00 00 00 00 00
0080   00 00 00 00 00 00 80 52 00 14
0090   7B 7B FF FF FF FF 09 09 09 09
0100   7F 7F 7F 7F 7F 7F 7F 7F 7F 7F
0110   7E 7E 7E 7C 7D 7B 7D 7B 7C 7A
0120   7C 79 7C 7A 7C 7A 7C 79 7C 79
0130   7C 79 7B 79 7B 7B 7B 79 7B 79
0140   7B 7B 7B 7B 7B 7B 7B 7B 7B 7B
0150   7B 7B 7B 7B 7B 7B 7B 7B 7B 7B
0160   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0170   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0180   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0190   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0200   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0210   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0220   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0230   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0240   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0250   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0260   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0270   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0280   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0290   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0300   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0310   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0320   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0330   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0340   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0350   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0360   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0370   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0380   7D 7F 7D 7D 7F 00 00 00 00 00
0390   00 00 00 00 00 00 00 00 00 00
0400   00 00 00 00 00 00 00 00 00 00
0410   00 00 00 00 00 00 00 00 00 00
0420   00 00 00 00 00 00 00 00 00 00
0430   00 00 00 00 00 00 00 00 00 00
0440   00 00 00 00 00 00 00 00 00 00
0450   00 00 00 00 00 00 00 00 00 00
0460   00 39 00 00 22 11 00 01 00 00
0470   00 00 00 00 00 00 00 00 00 00
0480   00 00 00 00 00 00 00 00 00 00
0490   00 00 00 00 00 00 00 00 CC 19
```

DID $32

```
0000   A5 F0 02 00 02 02 0F 0D BA 01
0010   00 00 00 00 0E A3 C0 00 00 00
0020   4C FC FC F0 00 00 C0 10 00 00
0030   1D 00 00 40 00 00 00 14 1E 13
0040   15 1A 06 C3 07 CA 0C 1C 2F 08
0050   14 4D 55 55 5C 52 00 FF FD 00
0060   E6 FD 00 00 00 00 00 00 00 00
0070   00 00 00 00 00 00 00 00 00 00
0080   00 00 00 00 00 00 80 52 00 0B
```


0901119c97aecae3

USAA Confidential

Hood_USAA_0247

02258

```
0090   31 89 02 03 FF FF FF FF FF FF
0100   7F 7F 7F 7F 7F 7F 7F 7F 7F 7F
0110   7F 7F 7F 7F 7D 7F 79 7F 72 82
0120   67 86 5B 88 4C 8C 40 89 37 86
0130   34 86 32 87 31 88 31 89 32 89
0140   33 89 34 89 35 89 35 89 36 89
0150   37 89 37 89 38 89 38 89 38 89
0160   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0170   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0180   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0190   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0200   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0210   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0220   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0230   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0240   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0250   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0260   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0270   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0280   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0290   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0300   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0310   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0320   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0330   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0340   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0350   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0360   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0370   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0380   7D 7F 7D 7D 7F 00 10 00 00 00
0390   21 00 21 70 02 04 06 00 11 00
0400   0E 11 9F 00 20 00 00 00 21 00
0410   21 70 02 04 06 00 11 00 0E 11
0420   9F 00 30 00 00 00 21 00 21 70
0430   02 04 06 00 11 00 0E 11 9F 00
0440   40 00 00 00 21 00 21 70 00 00
0450   00 00 00 00 00 00 00 00 00 00
0460   00 00 00 00 00 00 00 00 00 00
0470   00 00 00 00 00 00 00 00 00 00
0480   00 00 00 00 00 00 00 00 00 00
0490   00 00 00 00 00 00 00 00 CC 19
```

DID $33

```
0000   A5 30 02 00 03 02 04 0D 0A 00
0010   27 00 00 00 00 00 00 00 00 00
0020   4C FC FC F0 00 00 C0 10 00 00
0030   00 1D 00 50 00 00 00 0F 14 1E
0040   13 15 06 96 06 C3 0F 0C 1C 2F
0050   08 41 4D 55 55 5C 00 FF FD 00
0060   E6 FD 00 00 00 00 00 00 00 00
0070   00 00 00 00 00 00 00 00 00 00
0080   00 00 00 00 00 00 80 52 00 15
0090   88 7F FF FF FF FF FF FF FF FF
0100   7F 7F 80 7F 80 7F 81 7F 81 7F
0110   82 7F 82 7F 82 7F 83 7F 83 7F
0120   84 7F 84 7F 85 7F 85 7F 85 7F
0130   86 7F 86 7F 87 7F 87 7F 87 7F
0140   88 7F 88 7F 88 7F 88 7F 88 7F
0150   88 7F 88 7F 88 7F 88 7F 88 7F
0160   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0170   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0180   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0190   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0200   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0210   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0220   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
```


USAA Confidential

0230	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D
0240	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F
0250	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D
0260	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D
0270	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F
0280	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D
0290	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D
0300	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F
0310	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D
0320	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D
0330	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F
0340	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D
0350	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D
0360	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F
0370	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D
0380	7D	7F	7D	7D	7F	00	00	00	00	00
0390	00	00	00	00	00	00	00	00	00	00
0400	00	00	00	00	00	00	00	00	00	00
0410	00	00	00	00	00	00	00	00	00	00
0420	00	00	00	00	00	00	00	00	00	00
0430	00	00	00	00	00	00	00	00	00	00
0440	00	00	00	00	00	00	00	00	00	00
0450	00	00	00	00	00	00	00	00	00	00
0460	00	00	00	00	00	00	00	00	00	00
0470	00	00	00	00	00	00	00	00	00	00
0480	00	00	00	00	00	00	00	00	00	00
0490	00	00	00	00	00	00	00	00	DB	19

Disclaimer of Liability

The users of the CDR product and reviewers of the CDR reports and exported data shall ensure that data and information supplied is applicable to the vehicle, vehicle's system(s) and the vehicle ECU. Robert Bosch LLC and all its directors, officers, employees and members shall not be liable for damages arising out of or related to incorrect, incomplete or misinterpreted software and/or data. Robert Bosch LLC expressly excludes all liability for incidental, consequential, special or punitive damages arising from or related to the CDR data, CDR software or use thereof.

SAMS & SAMS, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 849
811 CRAVEN STREET
BEAUFORT, S. C. 29901-0849
TEL. (843) 524-4189 • FAX (888) 846-5552
wtsams@hargray.com

W. TOLAND SAMS*
*CERTIFIED CIRCUIT COURT MEDIATOR

TALBIRD REEVE SAMS
(1924-2013)

September 19, 2016

Kevin B. Smith, Esquire
Hoffman Law Firm, P.A.
7087 Rivers Avenue
N. Charleston, SC 29406

Re: Theresa Hood vs. Antoine Johnson
Civil Action No. 15-CP-27-119

Dear Kevin:

As agreed, enclosed you will find a GEICO check in the amount of $25,000.00 in settlement of the above-referenced case as far as the GEICO liability coverage is concerned. Also enclosed is a Covenant Not To Execute to signed by the Plaintiff and her husband. Please have the settlement documents properly executed and return them to me in the envelope provided.

As we discussed, this settlement is also intended to conclude any claim that Tricare or any other medical expense lien holder may have against the GEICO liability coverage. It is my understanding that you will hold the settlement proceeds in trust pending the resolution of any such claims against the GEICO liability coverage.

Best regards,

Sincerely,

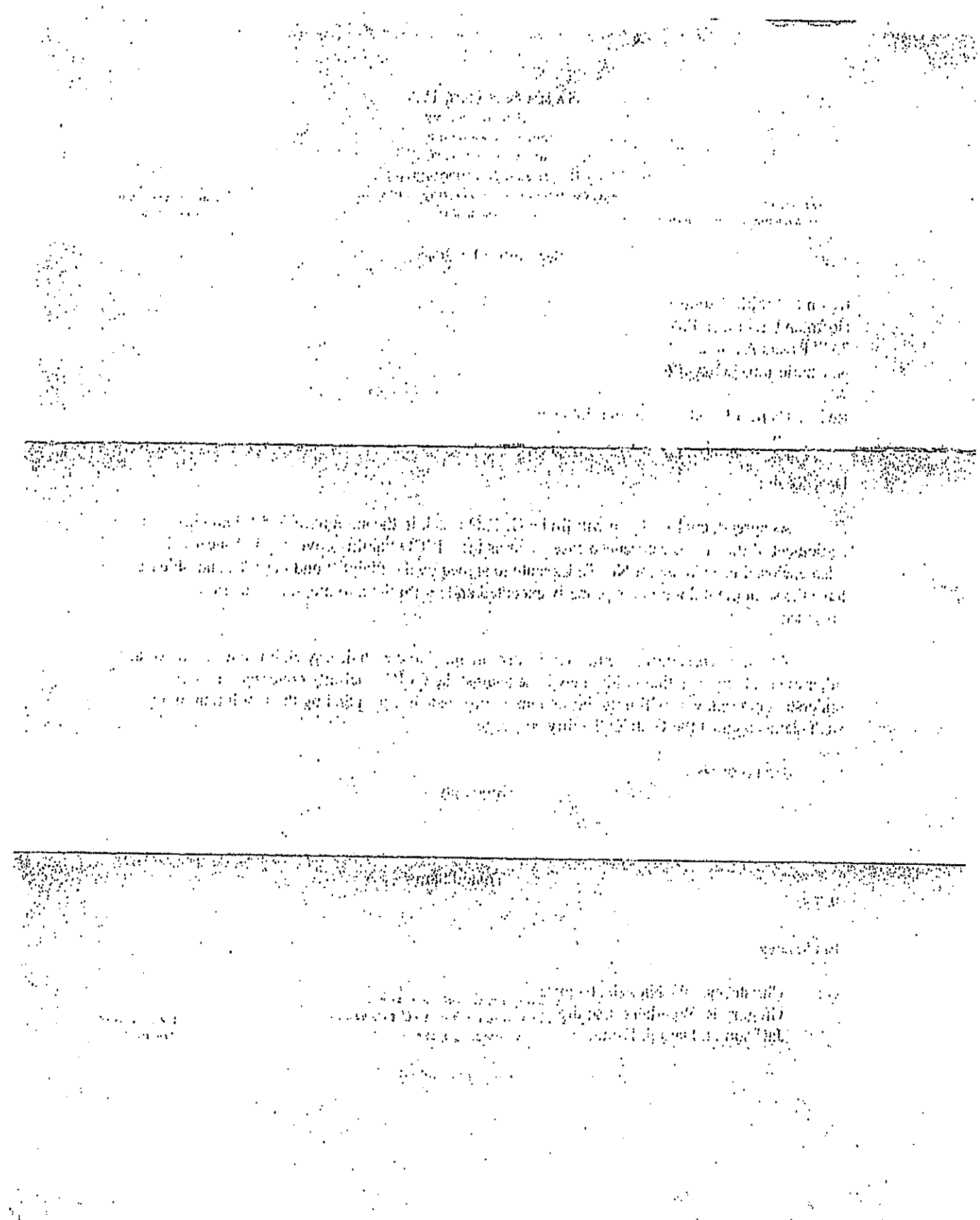
Toland Sams

WTS/

Enclosures

cc: Christopher W. Nickels, Esquire
Gregory R. Weathers, Esquire
Jackson H. Daniel, Esquire

USAA Confidential



0901119c97fcdbce

USAA Confidential

Hood_USAA_0251

CT Corporation

Service of Process Transmittal
03/03/2017
CT Log Number 530796159

TO: Enterprise Litigation
United Services Automobile Association
9800 Fredericksburg Rd # E-3-E
San Antonio, TX 78288-0002

RE: **Process Served in South Carolina**

FOR: UNITED SERVICES AUTOMOBILE ASSOCIATION (Domestic State: TX)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Therese Hood, Pltf. vs. UNITED SERVICES AUTOMOBILE ASSOCIATION and GIC, Dfts.
DOCUMENT(S) SERVED:	Letter, Cover Sheet, Attachment(s), Summons, Complaint, Exhibit(s)
COURT/AGENCY:	Jasper County Court of Common Pleas, SC Case # 2017CP2700073
NATURE OF ACTION:	Insurance Litigation
ON WHOM PROCESS WAS SERVED:	CT Corporation System, Columbia, SC
DATE AND HOUR OF SERVICE:	By Certified Mail on 03/03/2017 postmarked on 03/02/2017
JURISDICTION SERVED :	South Carolina
APPEARANCE OR ANSWER DUE:	Within 30 days after service, exclusive of the day of service
ATTORNEY(S) / SENDER(S):	Eric M. Poulin Anastopoulo Law Firm, LLC 62 Columbus Street Charleston, SC 29403 843-614-8888
ACTION ITEMS:	CT has retained the current log, Retain Date: 03/04/2017, Expected Purge Date: 03/09/2017 Image SOP Email Notification, Enterprise Litigation Linda.Allen@usaa.com
SIGNED: **ADDRESS:** **TELEPHONE:**	CT Corporation System 2 Office Park Court Suite 103 Columbia, SC 29223 866-286-4469

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

USAA Confidential

STATE OF SOUTH CAROLINA
DEPARTMENT OF INSURANCE
P.O. BOX 100105
COLUMBIA, S.C. 29202-3105

9171 7199 9991 7037 4828 4649

Presort
First-Class Mail
Postage & Fees Paid

U.S. POSTAGE PITNEY BOWES
ZIP 29201 $ 011.
02 4W
0000345957 MAR. 02

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

SERVICE OF PROCESS

UNITED SERVICES AUTOMOBILE ASSOCIATION
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223-0000

09 1119 499b 1225b

USAA Confidential

Hood_USAA_0261

South Carolina Department of Insurance

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

HENRY McMASTER
Governor

RAYMOND G. FARMER
Director

March 2, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
UNITED SERVICES AUTOMOBILE ASSOCIATION
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223-0000

Dear Sir:

On March 2, 2017, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. The claimant, within this service letter, provided the following additional information regarding this first party claim: POLICY/CLAIM NUMBER 025518OG71017. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process to sdubois@doi.sc.gov. When replying, please refer to File Number 165354, Therese Hood v. UNITED SERVICES AUTOMOBILE ASSOCIATION, 2017-CP-27-00073.

By:

David E. Belton
Senior Associate General Counsel
(803)737-6132

Sincerely Yours,

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: Eric M. Poulin
62 Columbus Street
Charleston, SC 29403

USAA Confidential

0901119c99bf225b

Hood_USAA_0262

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER)

THERESE HOOD,)
Plaintiff,)
vs.) CIVIL ACTION COVERSHEET
UNITED SERVICES AUTOMOBILE ASSOCIATION, GIC,) 2017-CP-27-_____
Defendant.)

(Please Print)
Submitted By: Eric M. Poulin and Roy T. Willey, IV
Address: 62 Columbus Street
Charleston, SC 29403

SC Bar #: 100209 and 101010
Telephone #: (843)614-8888
Fax #: (843)853-2291
Other:
E-mail: eric@akimlawfirm.com; roy@akimlawfirm.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION *(Check all that apply)*

*If Action is Judgment/Settlement do not complete

☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION *(Check One Box Below)*

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts – Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20___-CP-_____
- ☐ Notice/ Pltn Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☒ Other (399) Bad Faith/Negligence

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Other (799)

Administrative Law/Relief
- ☐ Reinstate Driver's License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Commission (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of-State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature: */s/ Eric S. Poulin* **Date:** 2/8/2017

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

0901119c99bf225b

USAA Confidential

Hood_USAA_0263

02266

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

   a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   b. Requests for temporary relief;

   c. Appeals

   d. Post-Conviction relief matters;

   e. Contempt of Court proceedings;

   f. Forfeiture proceedings brought by governmental entities;

   g. Mortgage foreclosures; and

   h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

0901119c99bf225b

USAA Confidential

Hood_USAA_0264

02267

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700973

IN THE STATE OF SOUTH CAROLINA) COUNTY OF JASPER)	IN THE COURT OF COMMON PLEAS FOR THE 14TH JUDICIAL CIRCUIT CASE NO: 2017-CP-27-_____
THERESE HOOD, Plaintiff(s), v. UNITED SERVICES AUTOMOBILE ASSOCIATION, GIC, Defendant.	**SUMMONS** **(Jury Trial Demanded)**

TO: DEFENDANT ABOVE-NAMED AND ITS COUNSEL OF RECORD

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the Plaintiff or his attorneys, Eric M. Poulin and Roy T. Willey, IV, at their office, 62 Columbus Street, Charleston, South Carolina, 29403, within (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for the relief demanded in the Complaint.

Dated at Charleston, South Carolina on the 20th day of February 2017.

[Signature Block on Following Page]

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

ANASTOPOULO LAW FIRM, LLC

/s/ Eric M. Poulin
Roy T. Willey, IV, Esquire
S.C. Bar Number: 101010
Eric M. Poulin, Esquire
S.C. Bar Number: 100209
62 Columbus Street
Charleston, SC 29403
(843) 614-8888

ATTORNEYS FOR PLAINTIFF

0901119c99bf225b

USAA Confidential

Hood_USAA_0266

02269

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

IN THE STATE OF SOUTH CAROLINA) COUNTY OF JASPER)	IN THE COURT OF COMMON PLEAS FOR THE 14TH JUDICIAL CIRCUIT CASE NO: 2017-CP-27-_____
THERESE HOOD, Plaintiff(s), v. UNITED SERVICES AUTOMOBILE ASSOCIATION, GIC, Defendant.	**COMPLAINT** **(Jury Trial Demanded)**

TO: DEFENDANT ABOVE-NAMED AND ITS COUNSEL OF RECORD

Plaintiff Therese Hood, complaining of Defendant United Services Automobile Association, GIC, would respectfully show unto this Court:

PARTIES

1. That Plaintiff Therese Hood (hereinafter "Plaintiff") is a citizen and resident of the State of South Carolina, County of Berkeley.

2. That Defendant United Services Automobile Association, GIC (hereinafter Defendant "USAA") is a for-profit corporation organized and existing under the laws of the State of Texas, with its principal place of business in the State of Texas, and is authorized to transact business in the State of South Carolina.

3. That Defendant USAA is, and at all times relative hereto was, an "insurer" within the meaning of S.C. Code § 38-1-20(33).

4. That Defendant USAA is, and at all times relative hereto was, an "admitted insurer" within the meaning of S.C. Code § 38-1-20(5) and in the business of offering for sale contracts of insurance, including automobile liability and underinsured motorist insurance.

0901119c99bf225b

USAA Confidential

Hood_USAA_0267

02270

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

5. That, upon information and belief, Defendant USAA carries on, contracts for, and does substantial business deriving in a large revenue therefrom in the State of South Carolina, County of Jasper.

6. That Defendant USAA, at all times relevant hereto, held itself out to the public, including Plaintiff, as an expert in automobile insurance matters.

JURISDICTION AND VENUE

7. That, upon information and belief, this Court has jurisdiction over the subject matter of this action pursuant to S.C. Code § 38-61-10, in that this action involves a contract of automobile insurance, including insuring property, lives, and interests in the State of South Carolina, the application for insurance was taken in the State of South Carolina, and the contract for insurance involves an automobile owned within the State of South Carolina.

8. That, upon information and belief, this Court has personal jurisdiction over the parties in connection with this action.

9. That the facts, acts, and/omissions giving rise to this dispute arose in the County of Jasper, State of South Carolina.

10. That Defendant USAA derives income from insuring individuals in the County of Jasper, State of South Carolina.

11. That, upon information and belief, venue is proper in the State of South Carolina, County of Jasper.

FACTUAL BACKGROUND

12. On or about November 7, 2014, at approximately 5:59 p.m., Plaintiff was operating her 2011 Chevrolet SUV heading in an easterly direction on U.S. Highway 17 in the State of South Carolina, County of Beaufort.

USAA Confidential

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

13. At the time and place aforesaid, Antoine Johnson was operating his 2003 Honda sedan and had stopped his vehicle at an intersection at U.S. Highway 17 in order to cross same heading north.

14. At the time and place aforesaid, Mr. Johnson, suddenly and without warning, collided into the right side of Plaintiff's vehicle causing Plaintiff to collide into another vehicle operated by William Kuck and registered to Mary Elizabeth Kuck, thereby proximately causing Plaintiff to suffer personal injuries and property damage.

15. That, at the time and place of the subject collision aforesaid, Plaintiff was insured by Defendant USAA under an automobile insurance policy which included automobile liability and underinsured motorist insurance coverage.

16. That, in consideration of the premium paid, Defendant USAA issued a policy for automobile insurance (the "Policy") to Plaintiff, and assigned number 02555180G71017 the policy number for same.

17. That the Policy covered Plaintiff's 2011 Chevrolet SUV which Plaintiff operated in the November 7, 2014, collision.

18. That the Policy and its terms were in full force and effect at the time of the November 7, 2014, collision.

19. That the Policy contained an implied covenant of good faith and fair dealing which is inherent in all contracts for automobile insurance in the State of South Carolina.

20. That on November 7, 2014, the Policy was a valid, enforceable, and legally binding contract in full force and effect under the laws of the State of South Carolina.

0901119c99bf225b

USAA Confidential

Hood_USAA_0269

02272

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

21. That, at all times relevant hereto, Plaintiff placed her confidence in Defendant USAA and relied upon it exclusively to formulate an insurance program that would protect Plaintiff under the terms of the Policy.

22. That, at all times relevant hereto, Plaintiff purchased and paid insurance premiums to Defendant USAA in reasonable and justifiable reliance that Defendant USAA would act in accordance with the terms of the Policy, which did not include Defendant USAA's placing its own interests above those of Plaintiff.

23. That on or about March 17, 2015, Plaintiff filed her Summons and Complaint in the matter of Therese Hood v. Antoine Johnson (case no. 2015-CP-27-0119) in the Court of Common Pleas for the State of South Carolina, County of Jasper, asserting negligence claims against Mr. Johnson with respect to the aforementioned November 7, 2014, collision.

24. That on or about July 7, 2015, upon the settlement between the liability insurer for Mr. Johnson and Ms. Hood, Defendant USAA, the underinsured motorist carrier, appeared in the name of, and to provide a defense for, Mr. Johnson in the matter of Therese Hood v. Antoine Johnson pursuant to S.C. Code § 38-77-160.

25. That on March 23, 2016, Mary Elizabeth Kuck filed her Summons and Complaint in the matter of Mary Elizabeth Kuck v. Therese Hood and Antoine Johnson (case no. 2016-CP-27-0123) in the Court of Common Pleas for the State of South Carolina, County of Jasper, asserting negligence claims against Ms. Hood and Mr. Johnson with respect to the aforementioned November 7, 2014, collision.

26. That Defendant USAA, by and through its servants, agents, and/or employees, and as the liability insurer of Ms. Hood in the matter of Mary Elizabeth Kuck v. Therese Hood and Antoine Johnson, asserted that an "inspection of [Ms. Hood's] 2011 Chevrolet Equinox

USAA Confidential

ELECTRONICALLY FILED - 2017 Feb 21 3:25 PM - JASPER - COMMON PLEAS - CASE#2017CP270073

forward lighting provided conclusive evidence that the high beam headlamps on both sides of the vehicle were illuminated at the time of the collision." (See Exhibit A; August 12, 2016, Report of Woodrow M. Poplin, M.S.E., P.E.) (emphasis added.)

27. That on January 11, 2017, Defendant USAA, by and through its servants, agents, and/or employees, served its Responses to Plaintiff's First Set of Request for Admission in the matter of Therese Hood v. Antoine Johnson, wherein Defendant USAA unconditionally denied that Plaintiff was operating her vehicle with her headlamps illuminated at the time of the aforementioned November 7, 2014, collision. (See Exhibit B; January 11, 2017, UIM Carrier's Responses to Plaintiff's First Requests for Admission.)

28. That Defendant USAA, by and through its servants, agents, and/or employees, took wholly disparate positions in the matters of Therese Hood v. Antoine Johnson and Elizabeth Kuck v. Therese Hood and Antoine Johnson with respect to Plaintiff's headlamps being illuminated on her 2011 Chevrolet SUV at the time of November 7, 2014, collision.

29. That Defendant USAA's disparate positions as to Plaintiff's headlamps being illuminated evince Defendant USAA's self-serving, conscious indifference to the terms of the Policy, their obligations of good faith and fair dealing, and candor to the Court, and constitute bad faith on the part of Defendant USAA.

30. That, at all times relevant hereto, Defendant USAA, by and through the acts and/or omissions of its servants, agents, and/or employees as set forth above, was negligent, careless, and/or reckless through its refusal to pay benefits due under an existing contract of insurance (the Policy).

31. That, at all times relevant hereto, Defendant USAA's refusal to pay benefits due under the Policy constitutes a breach the implied covenant of good faith and fair dealing.

0901119c99bf225b

USAA Confidential

Hood_USAA_0271

02274

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

32. That, at all times relevant hereto, Defendant USAA's negligence, carelessness, and/or recklessness, as set forth above, has proximately caused damage to Plaintiff.

AS A FIRST CAUSE OF ACTION AGAINST DEFENDANT USAA
(Bad Faith)

33. Plaintiff re-alleges and reincorporates each of the preceding allegations as if specifically set forth herein verbatim.

34. That, at all times relevant herein, Defendant USAA, by and through its servants, agents, and/or employees, acted within the course and scope of said service, agency, and/or employment, thereby making Defendant USAA liable for the acts and/or omissions of its servants, agents, and/or employees based on the theory of *respondeat superior*.

35. That Defendant USAA has willfully, wantonly, and intentionally taken steps to unreasonably delay prompt and full payment under the Policy.

36. That Defendant USAA had, and continues to have, a duty to deal in good faith and fair dealing with their insureds, namely Plaintiff.

37. That Defendant USAA has breached the implied covenant of good faith and fair dealing under the Policy by refusing to make any reasonable offer whatsoever for Plaintiff's loss.

38. That under both South Carolina law and the Policy, Plaintiff, as the owner of the 2011 Chevrolet SUV covered under the Policy, is herself considered a "Class I" insured, and is, therefore, entitled to collect underinsured motorist benefits.

39. That Plaintiff promptly reported her loss to Defendant USAA, and has otherwise performed all conditions as required by the Policy, including the voluntary submission of documents and other pertinent information to Defendant USAA, its servants, agents, and/or employees.

40. That Defendant USAA has failed to promptly and effectively investigate the

0901119c99bf225b
USAA Confidential
Hood_USAA_0272

claims that are the subject of this action.

41. That Defendant USAA has willfully, wantonly, and intentionally taken steps to unreasonable delay prompt and full payment under the Policy.

42. That, despite Plaintiff's repeated demands, Defendant USAA has refused, and continues to refuse, to make the required payments under the terms of the Policy.

43. That Defendant USAA has breached the implied covenant of good faith and fair dealing under the Policy by refusing to make any reasonable offer whatsoever for Plaintiff's loss.

44. That Defendant USAA has acted, and continues to act, in bad faith and/or was negligent, grossly negligent, careless, reckless, and wanton in the following particulars, to wit:

a. In refusing to undertake, adopt, and/or implement prompt, reasonable, or good faith methods and practices in investigating, prosecuting, and/or defending the subject collision, including Plaintiff's claims;

b. In unreasonably failing to make any reasonable offer of funds due to Plaintiff under the Policy;

c. In failing to communicate any reasonable justification for failing to pay benefits after attorneys for Plaintiff alerted Defendant USAA of the facts and circumstances of the losses associated with Plaintiff's claims and after Defendant USAA's own hired expert informed Defendant USAA that Plaintiff's lights were illuminated at the time of the subject collision;

d. In failing to attempt in good faith to affect a fair, prompt, and equitable settlement and/or resolution of Plaintiff's claims;

e. In failing to act responsibly in light of the totality of the circumstances presented by Plaintiff's claims;

ELECTRONICALLY FILED - 2017 Feb 21 3:23 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

0901119c99b£225b

USAA Confidential

Hood_USAA_0273

02276

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

f. In failing to act as a reasonable and prudent insurer would act with regard to Plaintiff's claims;

g. In violating S.C. Code § 38-59-20;

h. In failing to acknowledge, with reasonable promptness, pertinent communications with respect to Plaintiff's claims arising under the Policy;

i. In compelling Plaintiff to instate this action to recover the UIM funds reasonably due under the policy;

j. In unreasonably delaying settlement and/or resolution of Plaintiff's claims;

k. In any other such acts that constitute a violation of the statutory and/or common laws of the State of South Carolina; and

l. In any other such manner as Plaintiff may discover through discovery.

45. That Defendant USAA's breach of the implied covenant of good faith and fair dealing was the direct and proximate cause of Plaintiff's damage, including her mental anguish, anxiety, stress, her incurring of costs and expenses (including attorney's fees), and punitive damages.

46. That, as a direct and proximate result of Defendant USAA's breach of the covenant of good faith and fair dealing, Plaintiff has been, and continues to be, injured in the following respects, among others:

a. In suffering an unreasonable delay in receiving compensation to which she is legally entitled;

b. In suffering the mental anguish, anxiety, and stress of being denied the funds reasonably due, and the additional burden of pursuing this action to recover funds to which she is legally entitled and should have already received; and

USAA Confidential

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

c. In other such ways as would cause Plaintiff additional and unnecessary pain, suffering, and aggravation.

47. That Plaintiff's damages would not have occurred but for Defendant USAA's breach of the covenant of good faith and fair dealing under the Policy.

48. That Plaintiff's damages occurred as a natural and probable consequence of Defendant USAA's breach of the covenant of good faith and fair dealing under the Policy.

49. That, upon information and belief, Plaintiff is entitled to judgment against Defendant USAA for actual, compensatory, exemplary, and/or punitive damages for her personal injuries as set forth herein in an amount that is fair, just, and reasonable under the circumstances, plus whatever costs, pre-judgment and post-judgment interest, and attorney's fees that she may be entitled to be determined by the trier of fact.

FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT USAA
(Breach of Contract)

50. Plaintiff re-alleges and reincorporates by reference, as if fully set forth, each and every allegation in the preceding paragraphs.

51. That Defendant USAA's conduct, as described above, was in violation of the Policy and constitutes a breach of contract.

52. That, as a direct and proximate result of Defendant USAA's breach of contract, Plaintiff has sustained damages as set forth above.

53. That Plaintiff is entitled to judgment against Defendant USAA for the full amount of her actual damages and attorney's fees.

FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT USAA
(Negligence/Gross Negligence)

54. Plaintiff re-alleges and reincorporates by reference, as if fully set forth, each and

0901119c99bf225b

USAA Confidential

Hood_USAA_0275

02278

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

every allegation in the preceding paragraphs.

55. That Defendant USAA owed Plaintiff certain duties to properly handle Plaintiff's claims arising out of the special relationship and confidence of trust placed on Defendant USAA by Plaintiff, as well as the covenant and duty of good faith and fair dealing implied as a matter of law under the Policy as a contract of insurance.

56. That Defendant USAA also owed Plaintiff a duty arising under the law of barratry not to force Plaintiff to maintain a lawsuit that effectively forces Plaintiff to incur legal fees, and that Defendant breached this duty as set forth more fully above.

57. That Defendant USAA was negligent, reckless, grossly negligent, willful, and wanton in its investigation and handling of Plaintiff's claims in one or more of the following particulars, to wit:

a. In failing to offer to pay the amount on a reasonable evaluation of Plaintiff's claims;

b. In failing to make an appropriate offer to Plaintiff after being placed on notice of all relevant facts and information upon which to provide a good faith response to Plaintiff's claims;

c. Upon information and belief, in considering improper factors when evaluating Plaintiff's claims, thereby forcing Plaintiff to file a lawsuit;

d. In forcing Plaintiff to file a lawsuit by not making a reasonable offer while knowing the great likelihood that Plaintiff would sustain further damages as a result of Defendant USAA's delay in evaluating Plaintiff's claims;

e. In using tactics to delay the settlement and/or resolution of Plaintiff's claims, thereby causing Plaintiff to suffer stress and mental anguish;

0901119c99bf225b

USAA Confidential

Hood_USAA_0276

02279

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP270073

f. In failing to make a reasonable offer when Defendant USAA had no reasonable basis upon which to do so;

g. In failing to evaluate Plaintiff's claims properly given the information available that would otherwise afford a reasonable and prudent insurer to properly evaluate such claims;

h. In failing to make any effort whatsoever to settle or resolve Plaintiff's claims in a reasonable, timely manner;

i. Upon information and belief, in violating Defendant USAA's own policies, procedures, and/or guidelines regarding the investigation and handling of similar claims;

j. In failing to exercise the degree of care, caution, and good faith that a reasonably prudent insurance carrier, manager, or adjuster would exercise under the same or similar circumstances;

k. In placing its own interest ahead of those of its insured, namely Plaintiff; and

l. In failing to place Plaintiff's interests ahead of those of Defendant.

58. That by reason of Defendant USAA's negligence, recklessness, gross negligence, willfulness, and wantonness, Plaintiff directly and proximately suffered actual damages, including by not limited to, loss of insurance benefits, loss of use of insurance benefits, medical expenses, mental anguish, consequential damages, and other damages as set forth above.

59. That Plaintiff is entitled to a judgment against Defendant USAA for the full amount of her actual damages, as well as for punitive damages.

FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANT USAA
(Barratry)

60. Plaintiff re-alleges and reincorporates by reference, as if fully set forth, each and

0901119c99bf225b

USAA Confidential

Hood_USAA_0277

02280

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

every allegation in the preceding paragraphs:

61. That Defendant USAA willfully invited and forced Plaintiff to bring, prosecute, and maintain an action at law in the Jasper County Court of Common Pleas with the intent to distress and harass Plaintiff.

62. That Defendant USAA committed these acts against Plaintiff in total disregard of the judicial system of the State of South Carolina and the concept of judicial economy.

63. That Defendant USAA thereby committed barratry against Plaintiff and directly and proximately caused great damage to Plaintiff as described above.

FOR A FIFTH CAUSE OF ACTION AGAINST DEFENDANT USAA
(Outrage)

64. Plaintiff re-alleges and reincorporates by reference, as if fully set forth, each and every allegation in the preceding paragraphs.

65. That Defendant USAA, by and through the acts and/or omissions of its agents, servants, and/or employees, intentionally or recklessly inflicted severe emotional distress on Plaintiff, or Defendant USAA was substantially certain that its actions would cause Plaintiff to suffer severe emotional distress.

66. That Defendant USAA's extreme, outrageous, and atrocious actions exceeded all possible bounds of decency and are intolerable in a civilized community.

67. That as a direct and proximate result of the Defendant USAA's extreme and outrageous conduct, Plaintiff has suffered extreme and severe emotional distress, nervousness, anxiety, and other damages as described above.

68. That Plaintiff is entitled to a judgment against Defendant for the full amount of her actual damages, as well as for punitive damages.

USAA Confidential

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700073

FOR A SIXTH CAUSE OF ACTION AGAINST DEFENDANT USAA
(Negligence *Per Se*)

69. Plaintiffs restate and re-allege every allegation set forth above as if fully stated herein verbatim.

70. That, in addition to the acts and omissions of negligence and bad faith as set forth more fully above, Defendant USAA is negligent *per se* for violating S.C. Code Ann. § 38-47-10.

71. That, pursuant to S.C. Code Ann. § 38-47-10(a), "[a]n individual commonly called an adjuster, adjusting loses for an insurer licensed to do business in this State, must be licensed by the director [of insurance] or his designee."

72. That Defendant USAA violated S.C. Code Ann. § 38-47-10.

73. That one or more adjusters assigned to the claim in question by Defendant USAA is/was not licensed in South Carolina during the pendency of the claim, and those adjusters are not subject to any of the exceptions to licensure as set forth in S.C. Code Ann. § 38-47-10(B).

74. That the licensure requirement was enacted to protect South Carolina residents from unskilled adjusters and adjusters lacking knowledge of local custom, practice, or law.

75. That the statute was designed to protect insureds by ensuring that adjusters assigned to handle their claims were capable of protecting their interests.

76. That the statute was further designed to protect claimants by ensuring a fair and regulated adjustment process.

77. That Defendant USAA's breach of this statute caused the exact harm that the legislature sought to prevent.

78. That Defendant USAA, through its use of unlicensed and unskilled adjusters, failed to recognize the gravity of the claim, failed to properly respond to a time limited policy limit demand, and was otherwise were negligent in adjusting the claim, as set forth more fully

0901119c99bf225b
USAA Confidential
Hood_USAA_0279

ELECTRONICALLY FILED - 2017 Feb 21 3:26 PM - JASPER - COMMON PLEAS - CASE#2017CP2700873

herein, exposing Plaintiff to a substantial personal judgment.

79. That Plaintiff is of the exact class of citizens whom the legislature intended to protect when enacting the statute.

80. That, accordingly, Defendant USAA's breach of the statute constitutes negligence *per se*, entitling Plaintiff to actual and punitive damages for the injuries set forth more fully above.

WHEREFORE, Plaintiff prays for judgment against Defendant USAA for an amount to be ascertained by the jury at the trial of this action, for all damages, punitive and actual, for the costs and disbursements of this action, both pre-judgment and post-judgment interest, and for such other and further relief, in law or in equity, in favor of Plaintiff as this Court may deem just and proper.

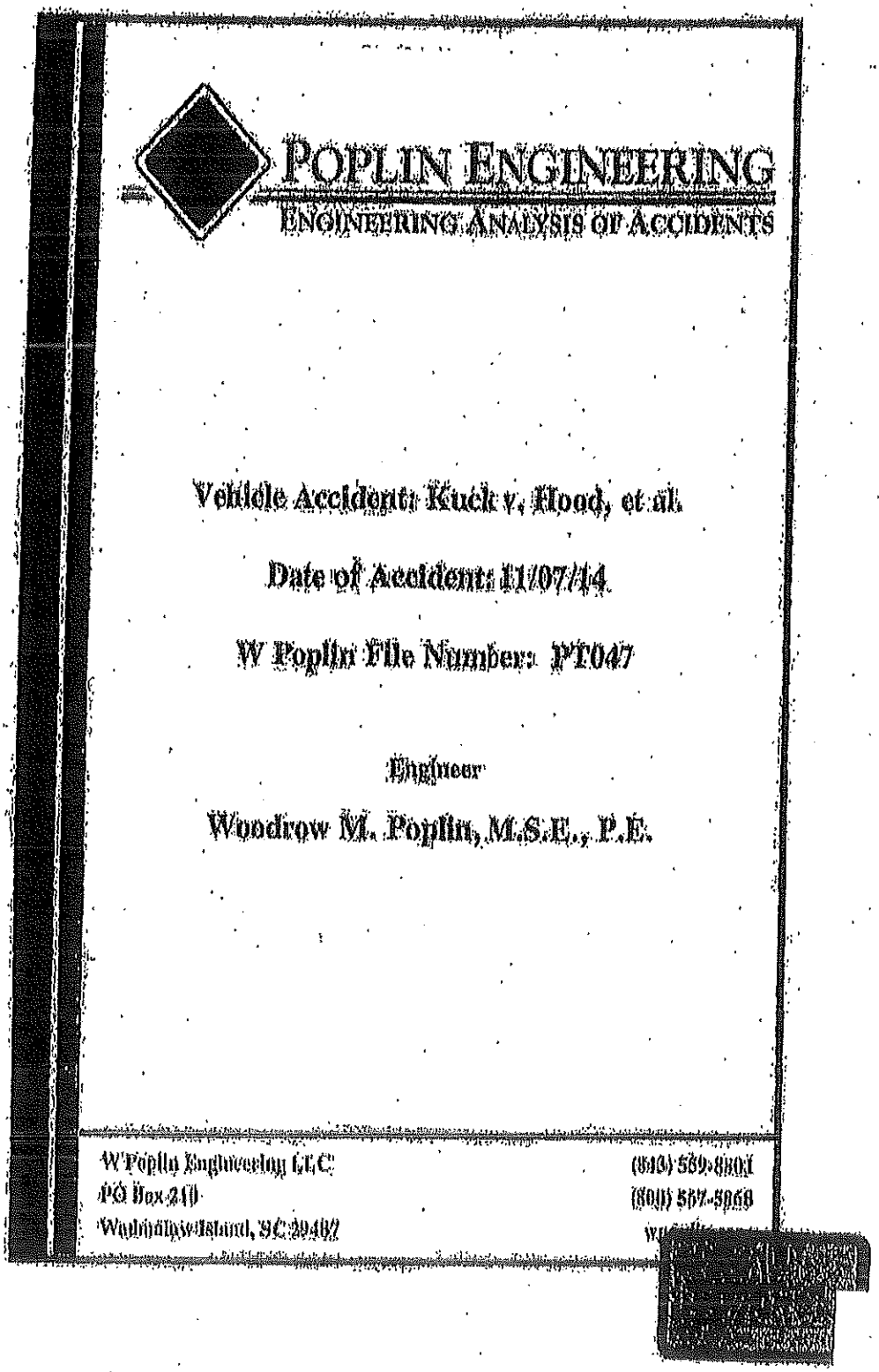
ANASTOPOULO LAW FIRM, LLC

/s/ Eric M. Poulin
Roy T. Willey, IV, Esquire
S.C. Bar Number: 101010
Eric M. Poulin, Esquire
S.C. Bar Number: 100209
62 Columbus Street
Charleston, SC 29403
(843) 614-8888

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
Date: February 20, 2017

USAA Confidential



0901119c99bf225b

USAA Confidential

Hood_USAA_0281

POPLIN ENGINEERING
ENGINEERING ANALYSIS OF ACCIDENTS

August 12, 2016

REPORT TO: Mr. Chris Nichols
Clawson and Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492

FROM: Woodrow M. Poplin, M.S.E., P.E.
W Poplin Engineering LLC

REFERENCE: Vehicle Accident: Kuck v. Hood, et al.
Date of Accident: 11/07/14
W Poplin File Number: PT047

INTRODUCTION

In follow up to your request, a vehicle inspection has been conducted on a 2011 Chevrolet Equinox sport utility vehicle that was involved in a three vehicle accident on US Highway 278 in Beaufort County, South Carolina. The accident occurred at approximately 5:59 p.m. on November 7, 2014. It is understood that there has been some dispute regarding whether or not the Chevrolet Equinox was being operated with its headlamps illuminated at the time of the accident. The objective of this investigation has been to examine the 2011 Chevrolet Equinox with the primary purpose of determining what the physical evidence indicates regarding the status of the headlamps at the time of collision.

The vehicle in question is identified as a four-door bluish gray 2011 Chevrolet Equinox LT sport utility vehicle. The 2011 Chevrolet Equinox was inspected on July 18, 2016 at the facilities of Co-Paris in Savannah, Georgia. Representative photographs of the Chevrolet Equinox as it appeared at that time are presented in Figs 1 – 6. The entire sequence of

photographs taken during the inspection are presented in electronic format on the computer disk attached as part of this report. The Chevrolet Equinox is further identified as follows:

VIN number:	2CNFLPE54B6418470
Model Year:	2011
Make:	Chevrolet
Model:	Equinox
Trim Level:	LT
Body Type:	4 Door Wagon
Engine:	V6, 3.0L; FFV; VVT
Fuel:	Gasoline/E85
Drive Line:	Front wheel drive
Brake System:	Hydraulic
Restraint System:	Dual Air Bag; Active belts-Manual; Front Seat Side (1st row); Roof Side (All seating rows)
Assembly Plant:	Ingersoll, Ontario, Canada

As can be seen in the photographs, the Chevrolet Equinox has minor collision damage in the passenger side and it has been extensively damaged in the front. The collision damage is offset toward the driver side. The driver side lighting assemblies were involved in the collision contact and are broken and crushed. Because of the offset collision, the area surrounding the passenger side lighting was not directly involved in the collision contact. However, the lamp assembly had separated from its mounting position and was not present on the front of the vehicle. An intact lighting assembly was found in the passenger compartment (Fig. 7). Identification markings on the lighting assembly identified it as a passenger side lighting assembly for a General Motors vehicle. The Chevrolet brand is part of the General Motors Corporation. The shape of the lighting assembly matches the pattern of the 2011 Chevrolet Equinox. It does not match the pattern of the other General Motors vehicle in the accident, a 2007 Chevrolet Tahoe. Data from the web searches to confirm the lighting assembly patterns is attached in Appendix I.

USAA Confidential

The passenger side lighting assembly contained three intact individual lamps. These are identified as a) a single filament high beam lamp, b) a single filament low beam lamp and c) a twin filament lamp in which the larger filament is utilized as a turn signal and the smaller filament as a marker (park) lamp. The marker lamp filament can be energized without the headlamps, but is always energized whenever the headlamps are also energized.

Whenever a lamp is illuminated, the tungsten filament is heated and becomes relatively malleable under the inertial forces of a collision. As it is manufactured, the individual lamp filament consist of a uniformly coiled tungsten wire. If the lamp is not illuminated, the inertial forces necessary to significantly deform a cold filament are not typically encountered outside areas of direct contact. Significant filament deformation was found in the passenger side high beam headlamp shown in Figs. 8 – 9 and in the passenger marker lamp filament shown in Figs. 10 - 11. It is therefore concluded that both of these filaments were illuminated at the time of the collision. The passenger side turn signal filament (Fig. 11) and the passenger side low beam headlamp filament (Fig. 12 - 13) exhibit no deformation indicating that they were not illuminated at the time of the collision.

On the driver side, as a result of the collision damage all of the lighting was missing except for the one broken headlamp shown in Figs. 14 - 16. The base for the high beam and low beam lamps is different so that they are not interchangeable. The pattern of the base and the wiring indicate that the broken lamp on the driver side is the high beam lamp. The outer glass envelope is broken away and one of the filament support posts has been torn from the base. The filament is intact. It has significant axial deformation to the coils and is discolored from oxidation that occurred when the glass envelope was broken and the heated filament was exposed to the oxygen in the atmosphere. It is therefore concluded that the condition of the high beam filament on the driver side also indicates that it was illuminated at the time of the collision.

The 2011 Chevrolet Equinox is equipped with an airbag control module that records some of the operating parameters of the vehicle in the seconds prior to the collision. As part of the inspection of the vehicle, data was electronically downloaded from the airbag control module. This data suggests that the 2011 Chevrolet Equinox was traveling at an indicated speed of approximately 62 miles an hour as it approached collision. The data recovered from the Chevrolet Equinox airbag control module is attached as Appendix II.

Also as part of this investigation, the timing of sunset and civil twilight was checked with the US Naval Observatory website for the latitude and longitude of the accident as provided in the South Carolina traffic collision report. Sunset is reported at 5:28 p.m. and the end of civil twilight at 5:53 p.m. South Carolina requires that vehicles operate with illuminated headlamps beginning 30 minutes after sunset, a time of 5:58 p.m. on the day of the accident.

In summary, inspection of the 2011 Chevrolet Equinox forward lighting provided conclusive evidence that the high beam headlamps on both sides of the vehicle were illuminated at the time of the collision.

Woodrow M. Poplin, P.E.

PHOTOGRAPHS

(Attached and on Disk)

USAA Confidential

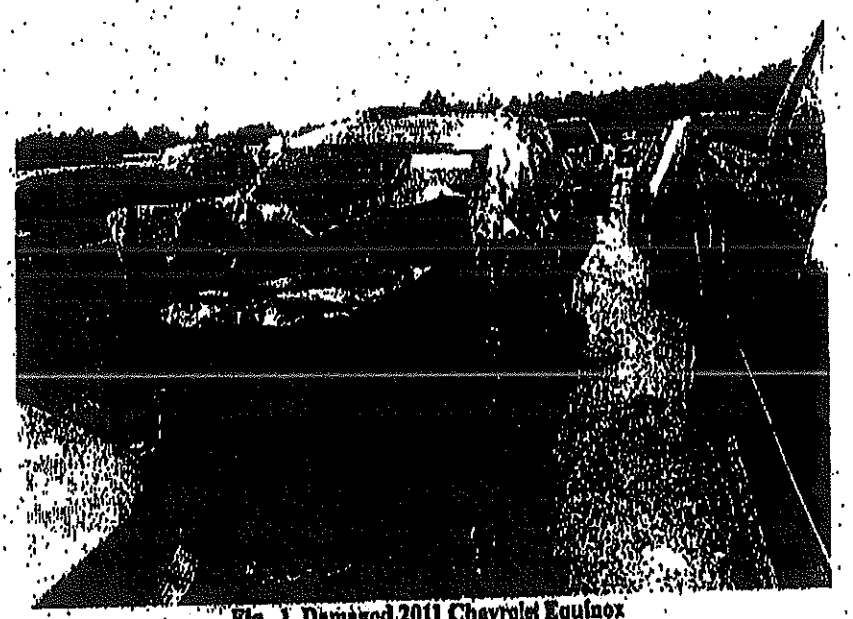


Fig. 1 Damaged 2011 Chevrolet Equinox

Fig. 2 Damaged 2011 Chevrolet Equinox

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

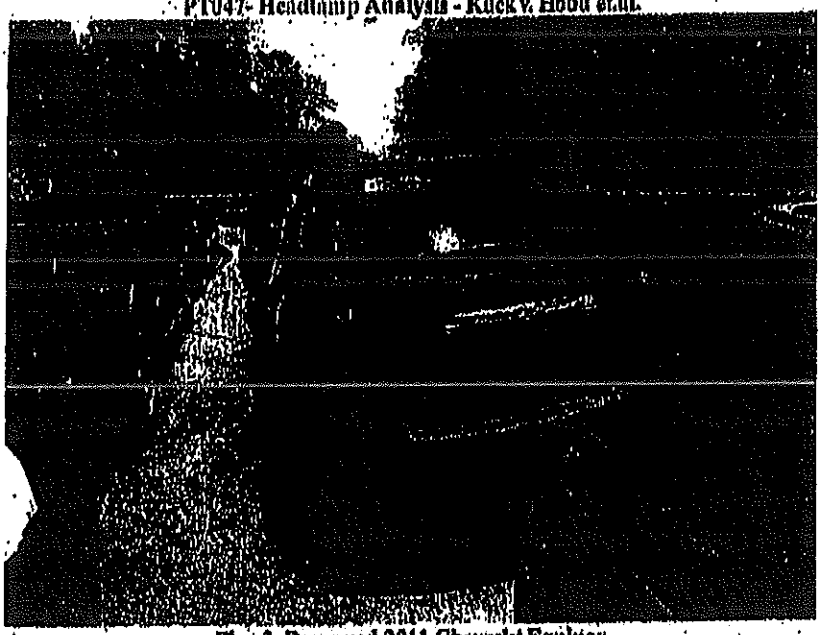


Fig. 3 Damaged 2011 Chevrolet Equinox

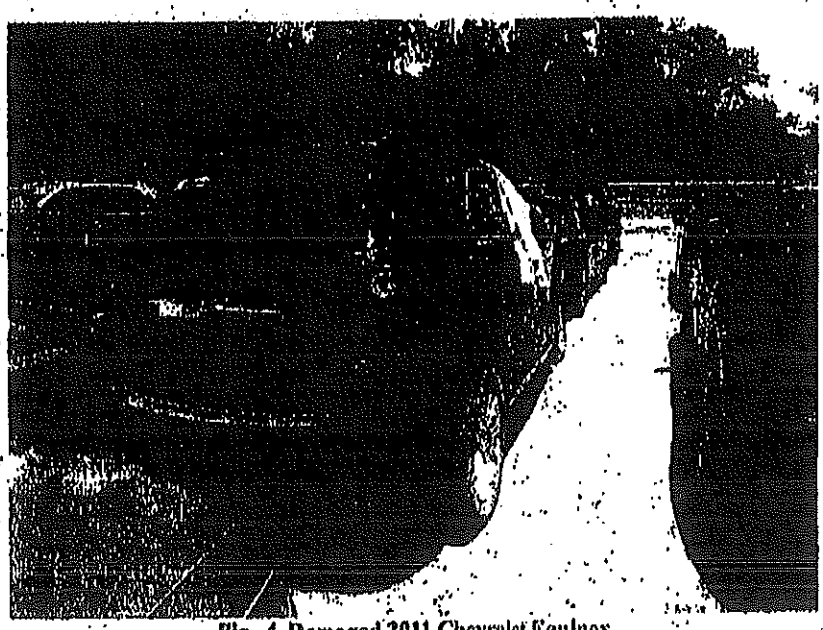


Fig. 4 Damaged 2011 Chevrolet Equinox

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

USAA Confidential

Fig. 5 Damaged 2011 Chevrolet Equinox

Fig. 6 Damaged 2011 Chevrolet Equinox

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

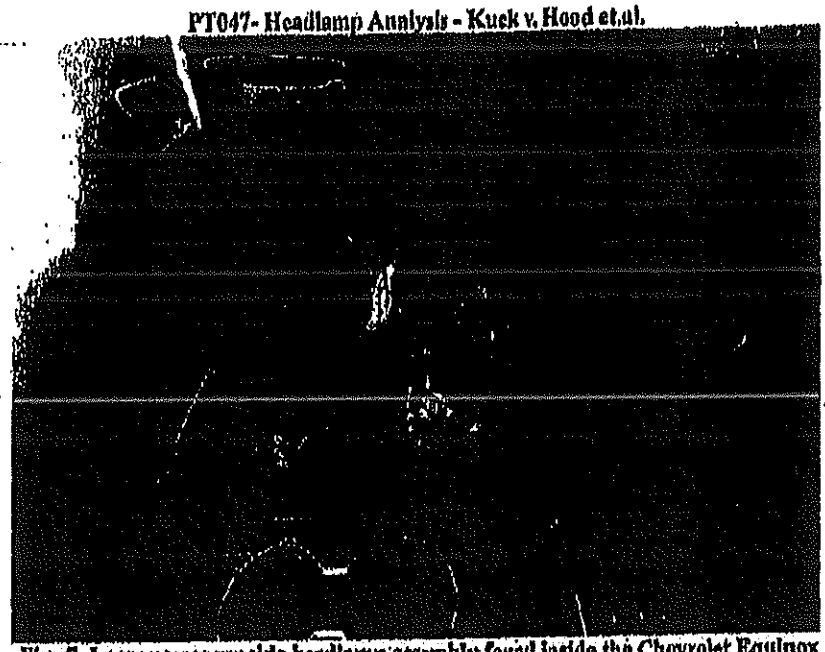


Fig. 7 Loose passenger side headlamp assembly found inside the Chevrolet Equinox

Fig. 8 Passenger side high beam headlamp

USAA Confidential

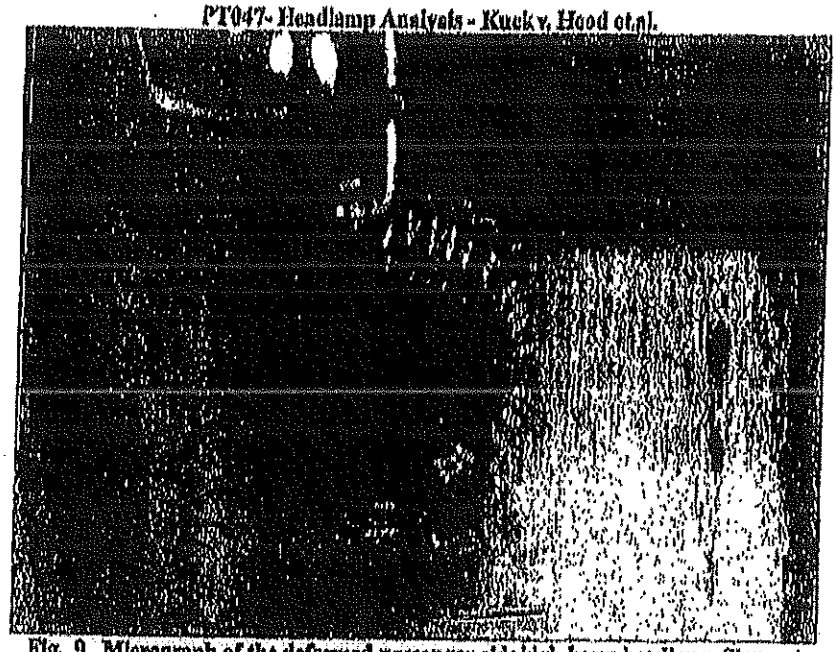


Fig. 9 Micrograph of the deformed passenger side high beam headlamp filament

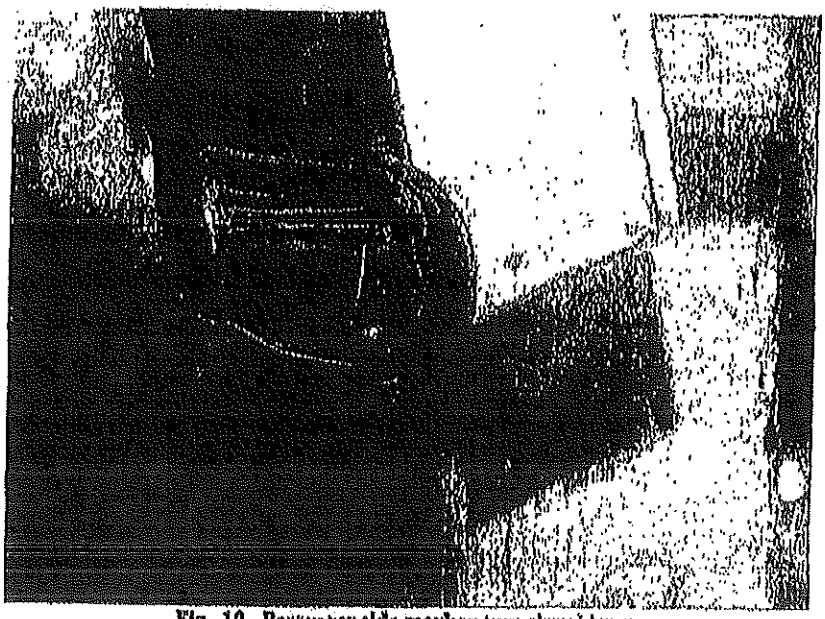


Fig. 10 Passenger side marker-turn signal lamp

W Poplin Engineering LLC, PO Box 310
Wadmalaw Island, SC 29487 843-559-8301

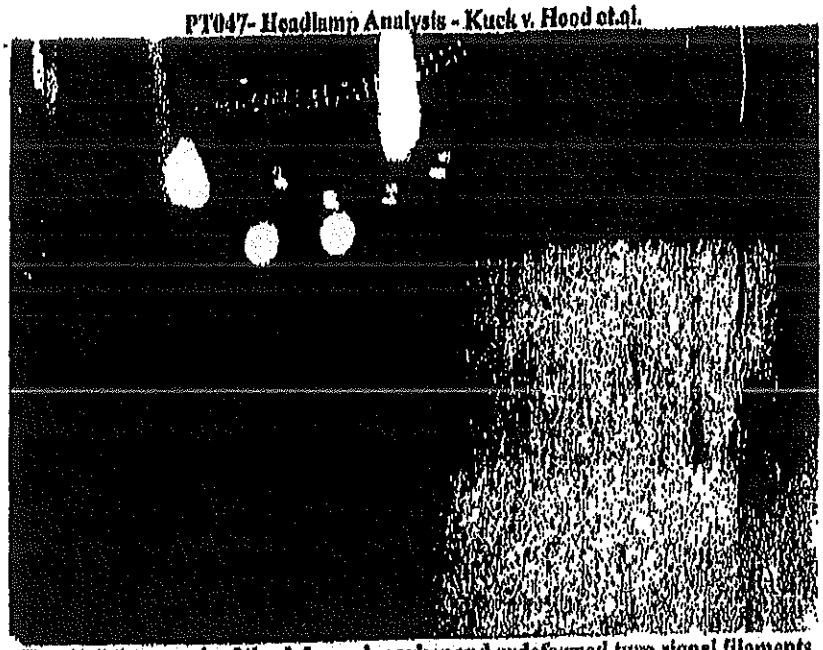


Fig. 11 Micrograph of the deformed marker and undeformed turn signal filaments

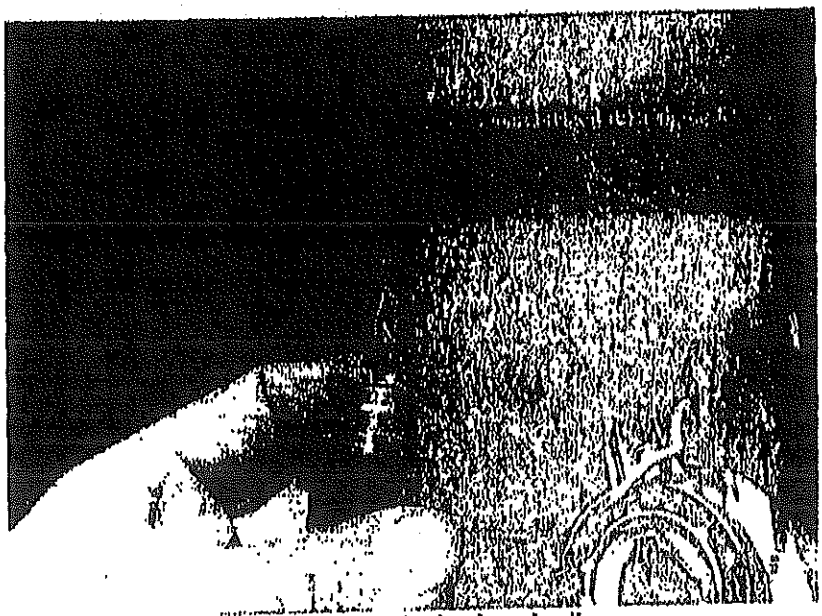


Fig. 12 Passenger side low beam headlamp

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

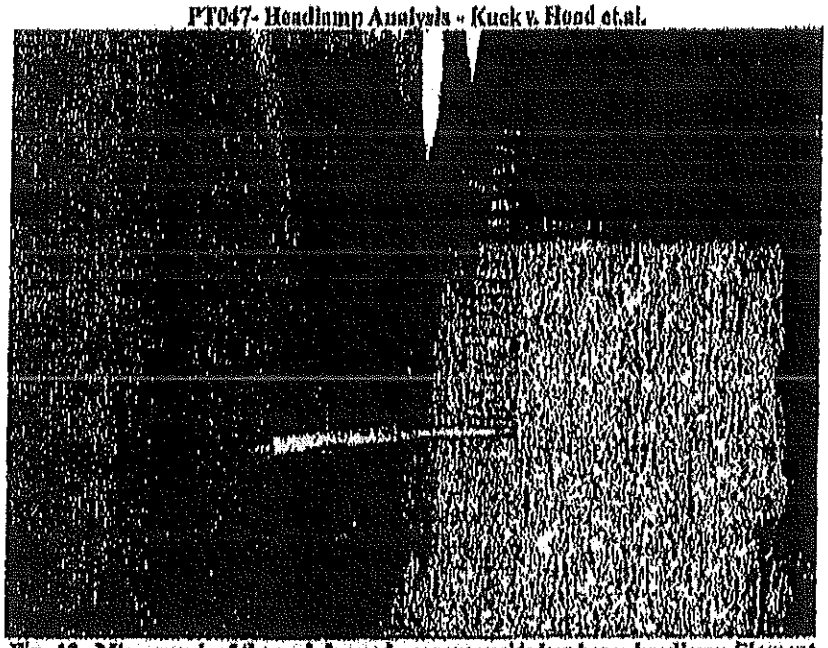


Fig. 13 Micrograph of the undeformed passenger side low beam headlamp filament

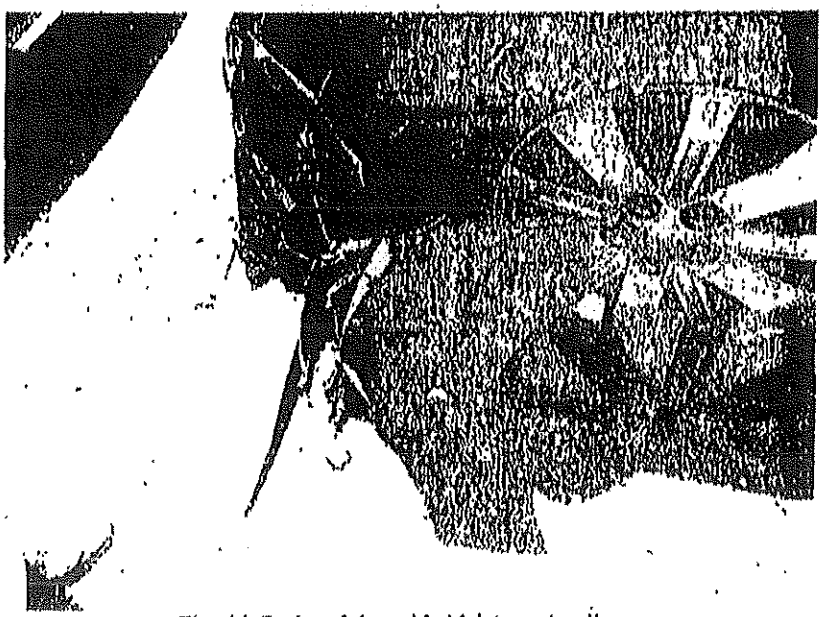


Fig. 14 Broken driver side high beam headlamp

W Poplin Engineering LLC, PO Box 210
Wadmalaw Island, SC 29487 843-559-8801

0901119c99bf225b

USAA Confidential

Hood_USAA_0293

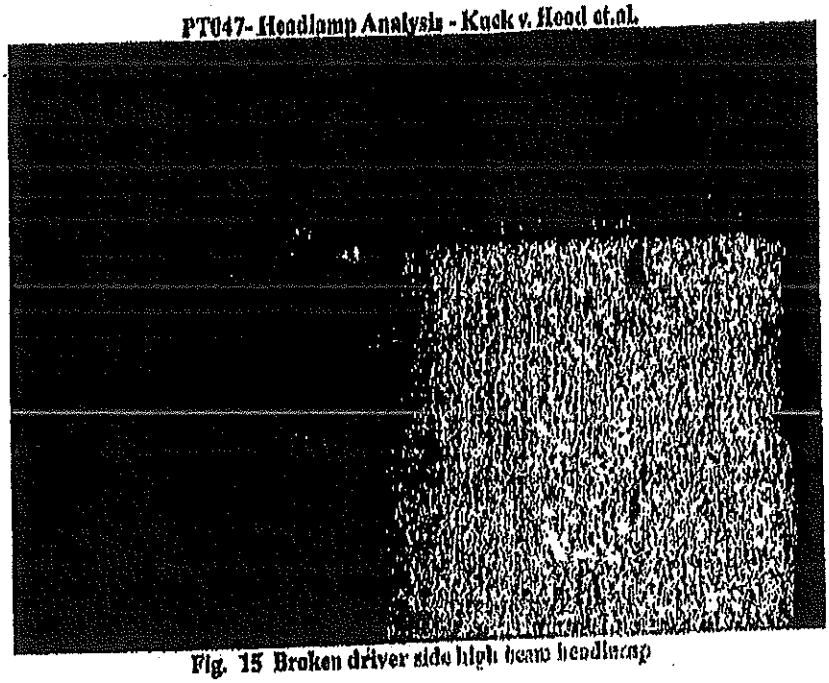


Fig. 15 Broken driver side high beam headlamp

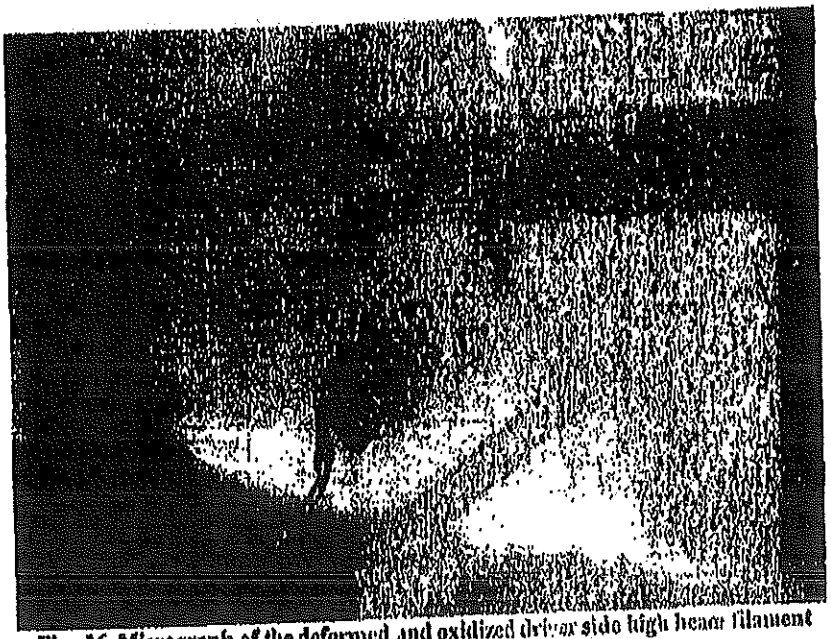


Fig. 16 Micrograph of the deformed and oxidized driver side high beam filament

USAA Confidential

APPENDIX I

Lighting Assembly Patterns

USAA Confidential

AUTOLIGHTS.com
ORDER BY PHONE 1-[illegible]

Menu

HOME / 2010-2011 CHEVROLET EQUINOX OEM HEADLIGHT-RIGHT

2010-2011 CHEVROLET EQUINOX OEM HEADLIGHT-RIGHT

~~$198.51~~ $119.48

IN STOCK

RIGHT OEM HEADLIGHT FOR 2010-2011 CHEVROLET EQUINOX

Qty: 1 ADD TO CART

-OR-

Check out with PayPal

-OR-

PayPal CREDIT

Add to Wishlist Add to Compare

MORE VIEWS

Description
Additional Information
Reviews

Description

Chevrolet Equinox 10-11 HeadLight (LS-LT MODEL)

Additional Information

TYPE	OEM REPLACEMENT
STYLE	FACTORY LOOK
SIDE	RIGHT
MAKE	CHEVROLET

USAA Confidential

MODEL	EQUINOX
YEAR	2010-2011
EE NUMBER	03646-80018
OE NUMBER	20894496
PL NUMBER	GM2503338

Reviews

Be the first to review this product

COMPANY

- ABOUT US
- CONTACT US
- HOURS & LOCATION
- PRIVACY POLICY
- RETURN POLICY
- DELIVERY TIME & METHOD

QUICK LINKS

- SITE MAP
- SEARCH TERMS
- ADVANCED SEARCH

ACCOUNT

- MY ACCOUNT
- ORDERS AND RETURNS

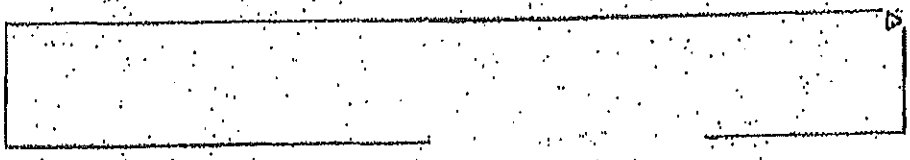
NEWSLETTER

SUBSCRIBE

CONNECT WITH US

- FACEBOOK
- YOUTUBE
- RSS

© 2015 eAutoLights. All Rights Reserved.



USAA Confidential

0901119c99bf225b

USAA Confidential

Hood_USAA_0299

02302

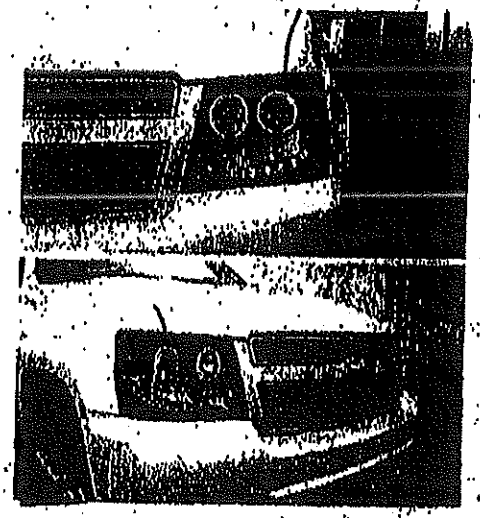
Kelley Blue Book®

New & Used Car Prices, Photos & Reviews From The Industry Standard.

« previous | 6 of 72 | next »

Back to Equinox Pictures »

Home > Chevrolet > Chevrolet Equinox > 2011 Chevrolet Equinox > 2011 Chevrolet Equinox Pictures > 2011 Chevrolet Equinox Headlight Picture



2007-2014 CHEVY AVALANCHE SUBURBAN TAHOE Halo LED Projec
Headlight Lamp Black

SAVE WITH EVERYDAY LOW PRICES* See all eligible items

All promotional offers h

0901119c99b£225b

USAA Confidential

Hood_USAA_0301

Tema lamp

Exclusive 10% off by Tango Lighting Shop the Entire Tema Collection!

▷ AdChoices ▶ How to Replace ▶ Chevrolet Tahoe ▶ Headlight Bulb ▶ The Chevy Tahoe

Google | Search

Copyright 2016 © PaulsTravelPictures.com
All Rights Reserved ®

APPENDIX II

Chevrolet Equinox Airbag Control Module Data

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

IMPORTANT NOTICE: Robert Bosch LLC and the manufacturers whose vehicles are accessible using the CDR System urge and users to use the latest production release of the Crash Data Retrieval system software when viewing, printing or exporting any retrieved data from within the CDR program. Using the latest version of the CDR software is the best way to ensure that retrieved data has been translated using the most current information provided by the manufacturers of the vehicles supported by this product.

CDR File Information

User Entered VIN	2GNFLPE34B6418470
User	W Poetin
Case Number	PT047-20
CDR Data Imaging Date	07/18/2016
Crash Date	11/07/2014
Filename	PT047-2-2GNFLPE34B6418470.ACM.CDRX
Saved on	Monday, July 18 2016 at 16:26:26
Collected with CDR version	Crash Data Retrieval Tool 16.0
Reported with CDR version	Crash Data Retrieval Tool 16.0
EDR Device Type	Airbag Control Module
Event(s) recovered	Deployment, Deployment, Non-Deployment

Comments

Direct to module-BU

Data Limitations

Recorded Crash Events:
There are two types of recorded crash events for Front, Side, and Rear (FSR) Events. The first is the Non-Deployment Event. A Non-Deployment Event records data but does not deploy the air bag(s). The minimum SDM Recorded Vehicle Velocity Change that is needed to record a Non-Deployment Event, is five MPH (8 km/h). A Non-Deployment Event contains Pre-Crash and Crash data. The oldest Non-Deployment event can be overwritten by a Deployment Event, if all three records are full and the Non-Deployment Event is not locked. A Non-Deployment Event can be overwritten by a more recent Non-Deployment Event if all three records are full and the Non-Deployment is older than approximately 250 ignition cycles. Also, a Non-Deployment event can be recorded if one of the following occurs without the Deployment of any of the frontal air bags, side air bags, or roll bars:

- Pretensioner(s) only Deployment
- Hood Rest Deployment
- Battery Cut-Off Deployment

The second type of SDM recorded crash event for FSR Events is the Deployment Event. It also contains Pre-Crash and Crash data. Deployment Events cannot be overwritten or cleared by the SDM.
Rollover Events contains Pre-Crash and Crash data. Rollover event follow the same rules as FSR Deployment events.
The SDM can store up to three Events.

Data:
For FSR Events, SDM Recorded Vehicle Velocity Change reflects the change in velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. For Deployment Events, the SDM will record 250 milliseconds of data after the Deployment criteria is met and up to 70 milliseconds before the Deployment criteria is met. For Non-Deployment Events, the SDM will record the first 300 milliseconds of data after algorithm enable.
For Rollover Events, the SDM may record Lateral Acceleration, Vertical Acceleration, and Roll Rate data, if the SDM is rollover capable. This data reflects what the sensing system experienced during the recorded portion of the event. For Non-Deployment (Non-rollover) Events, the SDM will record 760 milliseconds of data before a calibrated angle threshold is reached. For Deployment Events, the SDM will record up to 460 milliseconds of data before the Deployment criteria is met and 250 milliseconds after the Deployment criteria is met.
-Deployment loops may be displayed as being deployed in a Non-Deployment event record. If a Deployment event is qualified during the Non-Deployment event. That is, if two or more events are occurring at the same time and one is a Non-Deployment event and one of the others is a Deployment event, and the Deployment event is qualified while the Non-Deployment is still active, the deployed loops may be recorded in the Non-Deployment event record.
-Time between events is recorded in 10 msec intervals and is displayed in seconds for a maximum time of 655.33 seconds. The counter measures the time from the start of one event to the start of the next event if both events occur within the same ignition cycle.
-The CDR tool displays time from Algorithm Enable (AE) to time of Deployment command to a Deployment event and AE to time of maximum SDM recorded vehicle velocity change in a Non-Deployment event. Time from AE begins when the first air bag system enable threshold is met and ends when Deployment command criteria is met or at maximum SDM recorded vehicle velocity change. Any air bag systems may be a source of an enable.
-Time From Algorithm Enable to Maximum SDM Recorded Vehicle Velocity Change is captured when the largest, absolute value of either the Longitudinal or Lateral Recorded Vehicle Velocity Change occurs. The Maximum may occur between the recorded 10 millisecond sample points.
-Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
-SDM Recorded Vehicle Speed accuracy can be affected by various factors, including but not limited to the following:

- Significant changes in the tire's rolling radius
- Final drive axle ratio changes

USAA Confidential

0901119c99bf225b

Hood_USAA_0312

-Wheel lockup and wheel slip
-Brake Switch Circuit Status indicates the open/closed state of the brake switch circuit.
-Pre-Crash data is recorded asynchronously. The 0.5 second Pre-crash data value (most recent recorded data point) is the data point last sampled before AE. That is to say, the last data point may have been captured just before AE but no more than 0.5 second before AE. All subsequent Pre-crash data values are referenced from this data point.
-Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if:
    -The SDM receives a message with an "invalid" flag from the module sending the pre-crash data
-Pre-Crash Electronic Data Validity Check Status indicates "Data Not Available" if:
    -No data is received from the module sending the pre-crash data
-For diesel powered vehicles, the data displayed as Throttle Position (%) is actually the data for the Air Inlet Flap Position. This is not the same as the throttle position for a gasoline powered engines.
-Belt Switch Circuit Status indicates the status of the seat belt switch circuit.
-The ignition cycle count or IAD increment when the power mode applies from OFF/Accessory to RUN. Applying and removing of battery power to the module will not increment the ignition cycle counter.
-Ignition Cycles Since DTCs Were Last Cleared can record a maximum value of 255 cycles and can only be reset by a scan tool.
-Dynamic Deployment Event Counter tracks the number of Deployment events that have occurred during the SDM's lifetime.
-Dynamic Event Counter tracks the number of qualified events (either Deployments, Non-Deployments, or Rollover events) that have occurred during the SDM's lifetime.
-For Deployment Events, DTD 59052 (Deployment commanded) shall be recorded with the remainder of the data for the event (even though it occurred after Event Enable.
-Once a firing loop has been commanded to be deployed, it will not be commanded to be deployed again during the same ignition cycle. Firing loop deployment times for subsequent deployment type events, during the same ignition cycle, will not be recorded. Also, forced timer loops, will not be shown as being commanded to deploy. Loops without their own independent deployment calibration are called "forced timer loops." Examples of a forced timer loops are Frontal/Lateral Deployment Loop #3 and Knee Deployment Loop.
-Number of Ignition Cycles SIR Warning Lamp was ON/OFF Continuously may be reported higher than Ignition Cycles At Event because the Ignition Cycles SIR Warning Lamp was ON/OFF counter is not cleared during the vehicle build process.
-Ignition Cycles At Event may be reported higher than Ignition Cycles At Investigation by one ignition cycle. This is due to the way Ignition Cycles At Investigation is written during a vehicle power loss situation.
-The reported range of the longitudinal and lateral acceleration values is approximately ± 50 g.
-All data should be examined in conjunction with other available physical evidence from the vehicle and scene.

Data Sources:
All SDM recorded data is measured, calculated, and stored internally, except for the following:
-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by Body Control Module, via the vehicle's communication network.
-The Belt Switch Circuit is wired directly to the SDM.

Data Element Sign Convention:
The following table provides an explanation of the sign notation for data elements that may be included in this CDR report. Directional references in sign notation are all from the perspective of the driver when seated in the vehicle facing the direction of forward vehicle travel.

Data Element Name	Positive Sign Notation Indicates
Longitudinal Velocity Change	Forward
Lateral Acceleration	Left to Right
Lateral Velocity Change	Left to Right
Vertical Acceleration	Downward
Roll Rate	Clockwise Rotation

Hexadecimal Data:
Data that the vehicle manufacturer has specified for data retrieval is shown in the hexadecimal data section of the CDR report. The hexadecimal data section of the CDR report may contain data that is not translated by the CDR program. The control module contains additional data that is not retrievable by the CDR tool.

01036_SDM108SDM10t-audiv_r021

0901119c99bf225b

USAA Confidential

Hood_USAA_0313

02308

BOSCH

CDR CRASH DATA RETRIEVAL

Event Data (General)

Ignition Cycles At Investigation	3468
SDM # 1 Traceability Data	AU0000E0000000000
SDM # 2 Traceability Data	DA0000E0000000000
SDM # 3 Traceability Data	AN0000E0000000000
SDM # 4 Traceability Data	AJ0000E0000000000
SDM # 5 Traceability Data	AT0000E0000000000
SDM # 6 Traceability Data	DB0000E0000000000
SDM # 7 Traceability Data	0000000E0000000000
SDM # 8 Traceability Data	0000000E0000000000
Dynamic Deployment Event Counter	2
Dynamic Event Counter	3
Dynamic OnStar Notification Event Counter	2
Vehicle Identification Number	2C4RDGBG4DR610470
System Type	Airbag
Manufacturing Traceability Data	A84000E0000701201
Software Module Identifier 1	0000F22BD
Software Module Identifier 2	014MGTE
Software Module Identifier 3	0158E0CE
End Model Part Number	0000F22BD

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

Event Data (Event Record 1)

Event Recording Complete	Yes
Event Record Type	Deployment
Crash Record Locked	Yes
OnStar Deployment Status Data Sent	Yes
OnStar SDM Recorded Vehicle Velocity Change Data Sent	Yes
Deployment Event Counter	1
Event Counter	1
OnStar Notification Event Counter	1
Algorithm Active: Rear	No
Algorithm Active: Rollover	Yes
Algorithm Active: Side	Yes
Algorithm Active: Frontal	Yes
Ignition Cycles At Event	3486
Time Between Events (sec)	Data Not Available
Consistent Event Flag Set	No
Event Severity Status: Rollover	No
Event Severity Status: Rear	No
Event Severity Status: Right Side	Yes
Event Severity Status: Left Side	No
Event Severity Status: Frontal Stage 2	No
Event Severity Status: Frontal Stage 1	No
Event Severity Status: Frontal Pretensioner	No
Driver 1st Stage Deployment Loop Commanded	No
Passenger 1st Stage Deployment Loop Commanded	No
Driver 2nd Stage Deployment Loop Commanded	No
Passenger 2nd Stage Deployment Loop Commanded	No
Driver Pretensioner Deployment Loop #1 Commanded	Yes
Passenger Pretensioner Deployment Loop #1 Commanded	Yes
Driver Pretensioner Deployment Loop #2 Commanded	Yes
Passenger Pretensioner Deployment Loop #2 Commanded	Yes
Driver Thorax Loop Commanded	No
Passenger Thorax Loop Commanded	Yes
Left Row 1 Roof Rail/Head Curtain Loop Commanded	Yes
Right Row 1 Roof Rail/Head Curtain Loop Commanded	Yes
Driver Belt Switch Circuit Status	Buckled
Passenger Belt Switch Circuit Status	Not Buckled
Passenger Seat Occupancy Status	Empty
Passenger Classification Status	Not Applicable
Passenger Air Bag ON Indicator Status	Off
Passenger Air Bag OFF Indicator Status	On
Low Tire Pressure Warning Lamp	Off
Shift Warning Lamp Status	Off
Shift Warning Lamp ON/OFF Time Continuously (seconds)	668330
Number of Ignition Cycles Shift Warning Lamp was ON/OFF Continuously	280
Ignition Cycles Since DTCs Were Last Cleared at Event Enable	253
Time From Algorithm Enable to Maximum SDM Recorded Vehicle Velocity Change (msec)	200
Longitudinal SDM Recorded Vehicle Velocity Change at time of Maximum SDM Recorded Vehicle Velocity Change MPH (forward)	-2 [-4]
Lateral SDM Recorded Vehicle Velocity Change at time of Maximum SDM Recorded Vehicle Velocity Change MPH (forward)	-4 [-7]
Driver 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	27
Passenger Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	27
Driver Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	27

0901119c99bf225b

USAA Confidential

Hood_USAA_0315

02310

BOSCH

CDR CRASH DATA RETRIEVAL

Passenger Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	27

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

DTCs Present at Time of Event (Event Record 1)

B1002-00

2CNPLPE64B811410 Page 5 of 34 Printed on: Monday, July 19 2010 at 15:11:55

USAA Confidential

0901119c99bf225b

Hood_USAA_0317

BOSCH

CDR CRASH DATA RETRIEVAL

Pre-Crash Data -1 to -.5 sec (Event Record 1)

Times (sec)	Cruise Control Active	Cruise Control Resume Switch Active	Cruise Control Set Switch Active	Engine Torque (lb-ft [N-m])	Reduced Engine Power Mode Indicator
-1.0	No	No	No	72 [97]	Off
-0.5	No	No	No	69 [94]	Off

Pre-Crash Data -2.5 to -.5 sec (Event Record 1)

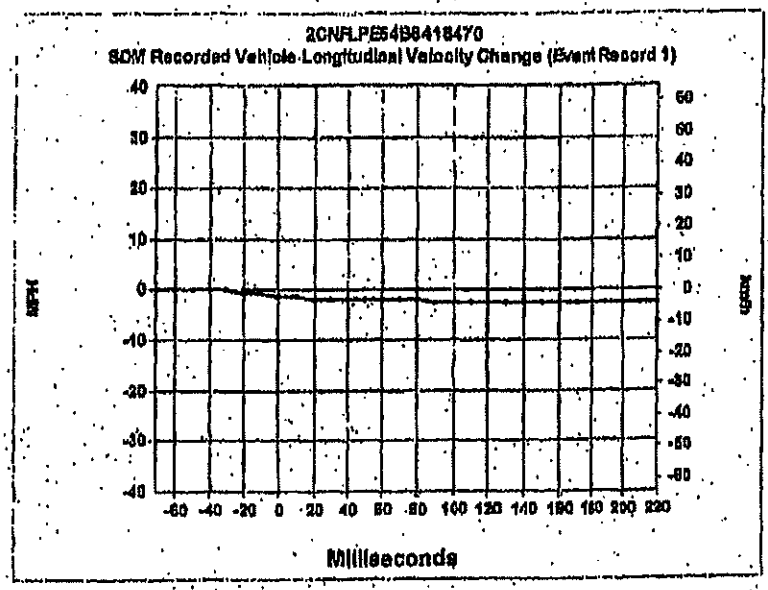
Times (sec)	Accelerator Pedal Position (percent)	Brake Switch Circuit State	Engine Speed	Throttle Position (%)	Vehicle Speed (MPH [km/h])
-2.5	17	Off	1600	30	62 [100]
-2.0	14	Off	1536	27	62 [100]
-1.5	14	Off	1600	26	63 [101]
-1.0	13	Off	1600	26	62 [100]
-0.5	13	Off	1600	26	62 [100]

USAA Confidential

0901119c99bf225b

BOSCH

CDR CRASH DATA RETRIEVAL



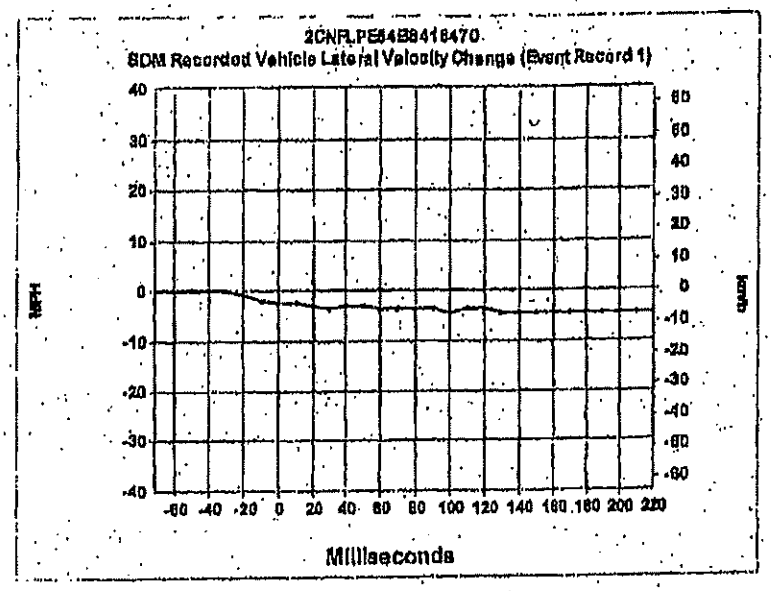
Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
-70	0.0	0.0
-60	0.0	0.0
-50	0.0	0.0
-40	0.0	0.0
-30	0.0	0.0
-20	-0.6	-1.0
-10	-0.6	-1.0
0	-1.2	-2.0
10	-1.2	-2.0
20	-1.9	-3.0
30	-1.9	-3.0
40	-1.9	-3.0
50	-1.9	-3.0
60	-1.9	-3.0
70	-1.9	-3.0
80	-1.9	-3.0
90	-2.5	-4.0
100	-2.5	-4.0
110	-2.5	-4.0
120	-2.5	-4.0
130	-2.5	-4.0

Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
140	-2.5	-4.0
150	-2.5	-4.0
160	-2.5	-4.0
170	-2.5	-4.0
180	-2.5	-4.0
190	-2.5	-4.0
200	-2.5	-4.0
210	-2.5	-4.0
220	-2.5	-4.0

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL



Time (msec)	Delta-V, lateral (MPH)	Delta-V, lateral (km/h)
-70	0.0	0.0
-60	0.0	0.0
-50	0.0	0.0
-40	0.0	0.0
-30	0.0	0.0
-20	-0.5	-1.0
-10	-1.9	-3.0
0	-2.5	-4.0
10	-2.5	-4.0
20	-3.1	-5.0
30	-3.7	-6.0
40	-3.1	-5.0
50	-3.1	-5.0
60	-3.7	-6.0
70	-3.7	-6.0
80	-3.7	-6.0
90	-3.7	-6.0
100	-4.3	-7.0
110	-3.7	-6.0
120	-3.7	-6.0
130	-4.3	-7.0

Time (msec)	Delta-V, lateral (MPH)	Delta-V, lateral (km/h)
140	-4.3	-7.0
150	-4.3	-7.0
160	-4.3	-7.0
170	-4.3	-7.0
180	-4.3	-7.0
190	-4.3	-7.0
200	-4.3	-7.0
210	-4.3	-7.0
220	-4.3	-7.0

USAA Confidential

0901119c99bf225b

Hood_USAA_0320

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Lateral Acceleration (Event Record 1)

Contains No Recorded Data

0901119c99bf225b

USAA Confidential

Hood_USAA_0321

02316

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Vertical Acceleration (Event Record 1)

Contains No Recorded Data

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Roll Rate (Event Record 1)

Contains No Recorded Data

0901119c99bf225b

USAA Confidential

Hood_USAA_0323

02318

BOSCH

CDR CRASH DATA RETRIEVAL

Event Data (Event Record 2)

Event Recording Complete	Yes
Event Record Type	Deployment
Crash Record Locked	Yes
OnStar Deployment Status Data Sent	Yes
OnStar SDM Recorded Vehicle Velocity Change Data Sent	Yes
Deployment Event Counter	2
Event Counter	2
OnStar Notification Event Counter	2
Algorithm Active: Rear	Yes
Algorithm Active: Rollover	Yes
Algorithm Active: Side	Yes
Algorithm Active: Frontal	Yes
Ignition Cycles At Event	6466
Time Between Events (sec)	2.64
Concurrent Event Flag Set	No
Event Severity Status: Rollover	No
Event Severity Status: Rear	No
Event Severity Status: Right Side	No
Event Severity Status: Left Side	No
Event Severity Status: Frontal Stage 2	Yes
Event Severity Status: Frontal Stage 1	Yes
Event Severity Status: Frontal Pretensioner	Yes
Driver 1st Stage Deployment Loop Commanded	No
Passenger 1st Stage Deployment Loop Commanded	Yes
Driver 2nd Stage Deployment Loop Commanded	No
Passenger 2nd Stage Deployment Loop Commanded	Yes
Driver Pretensioner Deployment Loop #1 Commanded	Yes
Passenger Pretensioner Deployment Loop #1 Commanded	Yes
Driver Pretensioner Deployment Loop #2 Commanded	Yes
Passenger Pretensioner Deployment Loop #2 Commanded	No
Driver Thorax Loop Commanded	No
Passenger Thorax Loop Commanded	No
Left Row 1 Roof Rail/Head Curtain Loop Commanded	No
Right Row 1 Roof Rail/Head Curtain Loop Commanded	No
Driver Belt Switch Circuit Status	Buckled
Passenger Belt Switch Circuit Status	Not Buckled
Passenger Seat Occupancy Status	Empty
Passenger Classification Status	Not Applicable
Passenger Air Bag ON Indicator Status	Off
Passenger Air Bag OFF Indicator Status	On
Low Tire Pressure Warning Lamp	Off
SIR Warning Lamp Status	Off
SIR Warning Lamp ON/OFF Time Continuously (seconds)	655360
Number of Ignition Cycles SIR Warning Lamp was ON/OFF Continuously	255
Ignition Cycles Since DTC1 Were Last Cleared at Event Enable	255
Time From Algorithm Enable to Maximum SDM Recorded Vehicle Velocity Change (msec)	110
Longitudinal SDM Recorded Vehicle Velocity Change at time of Maximum SDM Recorded Vehicle Velocity Change MPH (km/h)	-48 [-78]
Lateral SDM Recorded Vehicle Velocity Change at time of Maximum SDM Recorded Vehicle Velocity Change MPH (km/h)	6 [10]
Driver 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	9
Driver 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	9
Passenger 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	Data Not Available

USAA Confidential

0901119c99bf225b

Hood_USAA_0324

BOSCH

CDR CRASH DATA RETRIEVAL

Passenger Presence Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	Data Not Available

0901119c99bf225b

USAA Confidential

HIood_USAA_0325

02320

BOSCH

CDR CRASH DATA RETRIEVAL

DTCs Present at Time of Event (Event Record 2)

B0052-00

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

Pre-Crash Data -1 to -.5 sec (Event Record 2)

Times (sec)	Cruise Control Active	Cruise Control Resume Switch Active	Cruise Control Set Switch Active	Engine Torque (lb-ft) (N-m)	Reduced Engine Power Mode Indicator
-1.0	No	No	No	110 [149]	Off
-0.5	No	No	No	13 [18]	Off

Pre-Crash Data -2.5 to -.5 sec (Event Record 2)

Times (sec)	Accelerator Pedal Position (percent)	Brake Switch Circuit State	Engine Speed	Throttle Position (%)	Vehicle Speed (MPH [km/h])
-2.5	0	Off	1384	20	51 [82]
-2.0	0	Off	1344	6	47 [76]
-1.5	29	Off	1216	47	35 [56]
-1.0	0	Off	1656	24	44 [71]
-0.5	0	On	1280	12	39 [63]

0901119c99bf225b

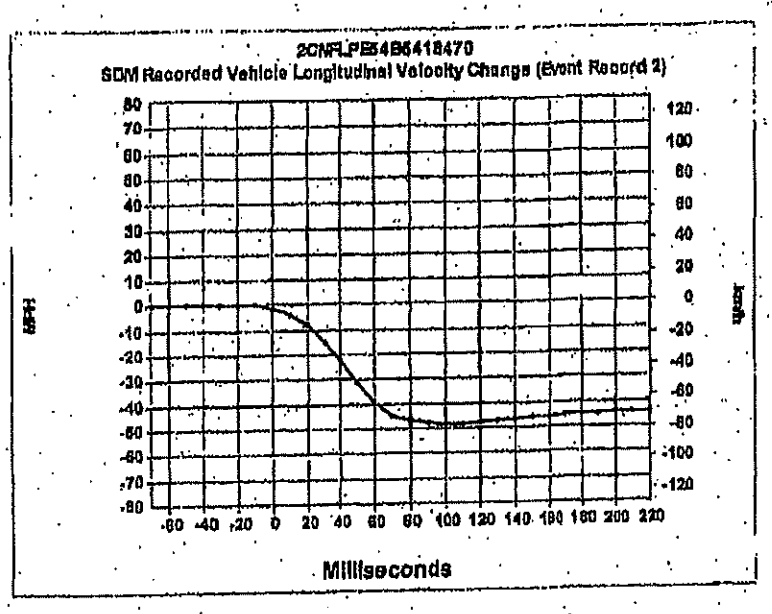
USAA Confidential

Hood_USAA_0327

02322

BOSCH

CDR CRASH DATA RETRIEVAL



Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
-70	0.0	0.0
-60	0.0	0.0
-50	0.0	0.0
-40	0.0	0.0
-30	0.0	0.0
-20	0.0	0.0
-10	0.0	0.0
0	-1.2	-2.0
10	-3.7	-6.0
20	-8.1	-13.0
30	-14.9	-24.0
40	-22.4	-36.0
50	-31.7	-51.0
60	-38.1	-61.0
70	-44.7	-72.0
80	-46.0	-74.0
90	-47.8	-77.0
100	-48.6	-78.0
110	-48.5	-78.0
120	-47.8	-77.0
130	-47.2	-76.0

Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
140	-46.6	-75.0
150	-46.0	-74.0
160	-46.0	-74.0
170	-45.4	-73.0
180	-44.7	-72.0
190	-44.7	-72.0
200	-44.1	-71.0
210	-44.1	-71.0
220	-44.1	-71.0

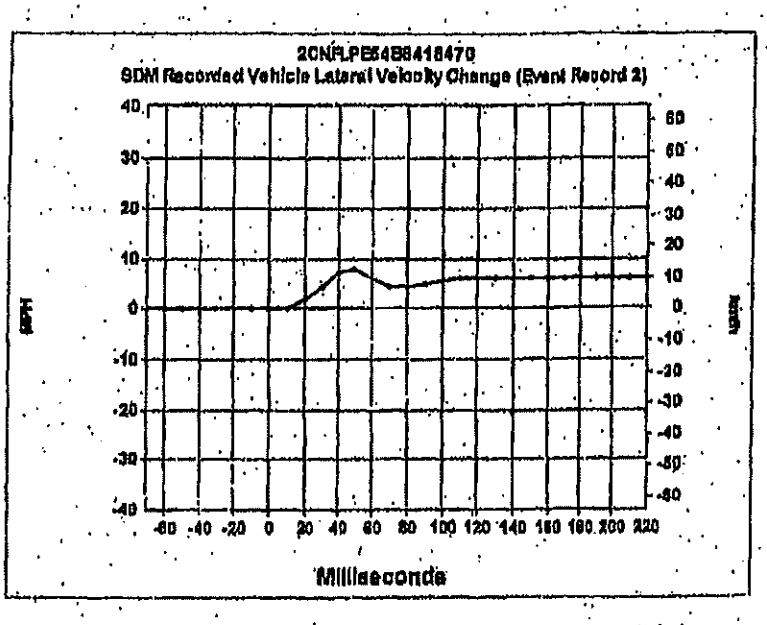
USAA Confidential

0901119c99bf225b

Hood_USAA_0328

BOSCH

CDR CRASH DATA RETRIEVAL



Time (msec)	Delta-V, lateral (MPH)	Delta-V, lateral (km/h)
-70	0.0	0.0
-60	0.0	0.0
-50	0.0	0.0
-40	0.0	0.0
-30	0.0	0.0
-20	0.0	0.0
-10	0.0	0.0
0	0.0	0.0
10	0.0	0.0
20	1.9	3.0
30	4.3	7.0
40	7.5	12.0
50	8.1	13.0
60	6.2	10.0
70	4.3	7.0
80	4.3	7.0
90	5.0	8.0
100	5.6	9.0
110	6.2	10.0
120	6.2	10.0
130	6.2	10.0

Time (msec)	Delta-V, lateral (MPH)	Delta-V, lateral (km/h)
140	6.2	10.0
150	6.2	10.0
160	6.2	10.0
170	6.2	10.0
180	6.2	10.0
190	6.2	10.0
200	6.2	10.0
210	6.2	10.0
220	6.2	10.0

0901119c99bf225b

USAA Confidential

Hood_USAA_0329

02324

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Lateral Acceleration (Event Record 2)

Contains No Recorded Data

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

EDM Recorded Vehicle Vertical Acceleration (Event Record 2)

Contains No Recorded Data

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Roll Rate (Event Record 2)

Contains No Recorded Data

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

Event Data (Event Record 3)

Event Recording Complete	Yes
Event Record Type	Non-Deployment
Crash Record Locked	No
OnStar Deployment Status Data Sent	Yes
OnStar SDM Recorded Vehicle Velocity Change Data Sent	Yes
Deployment Event Counter	2
Event Counter	3
OnStar Notification Event Counter	1
Algorithm Active: Rear	No
Algorithm Active: Rollover	Yes
Algorithm Active: Side	No
Algorithm Active: Frontal	No
Ignition Cycles At Event	6466
Time Between Events (sec)	0.58
Consumed Event Flag Set	No
Event Severity Status: Rollover	No
Event Severity Status: Rear	No
Event Severity Status: Right Side	No
Event Severity Status: Left Side	No
Event Severity Status: Frontal Stage 2	No
Event Severity Status: Frontal Stage 1	No
Event Severity Status: Frontal Pretensioner	No
Driver 1st Stage Deployment Loop Commanded	No
Passenger 1st Stage Deployment Loop Commanded	No
Driver 2nd Stage Deployment Loop Commanded	No
Passenger 2nd Stage Deployment Loop Commanded	No
Driver Pretensioner Deployment Loop #1 Commanded	No
Passenger Pretensioner Deployment Loop #1 Commanded	No
Driver Pretensioner Deployment Loop #2 Commanded	No
Passenger Pretensioner Deployment Loop #2 Commanded	No
Driver Thorax Loop Commanded	No
Passenger Thorax Loop Commanded	No
Left Row 1 Roof Rail/Head Curtain Loop Commanded	No
Right Row 1 Roof Rail/Head Curtain Loop Commanded	No
Driver Belt Switch Circuit Status	Buckled
Passenger Belt Switch Circuit Status	Not Buckled
Passenger Seat Occupancy Status	Empty
Passenger Classification Status	Not Applicable
Passenger Air Bag ON Indicator Status	Off
Passenger Air Bag OFF Indicator Status	On
Low Tire Pressure Warning Lamp	Off
SIR Warning Lamp Status	Off
SIR Warning Lamp ON/OFF Time Continuously (seconds)	655350
Number of Ignition Cycles SIR Warning Lamp was ON/OFF Continuously	230
Ignition Cycles Since DTCs Were Last Cleared at Event Enable	251
Time From Algorithm Enable to Maximum SDM Recorded Vehicle Velocity Change (msec)	210
Longitudinal SDM Recorded Vehicle Velocity Change at Time of Maximum SDM Recorded Vehicle Velocity Change MPH (km/h)	8 (0)
Lateral SDM Recorded Vehicle Velocity Change at Time of Maximum SDM Recorded Vehicle Velocity Change MPH (km/h)	0 (0)
Driver 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 1st Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger 2nd Stage Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Passenger Thorax/Curtain Time From Algorithm Enable to Deployment Command Criteria Met (msec)	Data Not Available
Driver Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	Data Not Available

0901119c99bf225b

USAA Confidential

Hood_USAA_0333

02328

BOSCH

CDR CRASH DATA RETRIEVAL

Passenger Pretensioner Time From Algorithm Enable to Deployment Loop #1 or Loop #2 Command Criteria Met (msec)	Data Not Available

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

DTCs Present at Time of Event (Event Record 3)

B0058-00

0901119c99bf225b

USAA Confidential

Hood_USAA_0335

BOSCH

CDR CRASH DATA RETRIEVAL

Pre-Crash Data -1 to -.5 sec (Event Record 3)

Times (sec)	Cruise Control Active	Cruise Control Resume Switch Active	Cruise Control Set Switch Active	Engine Torque (lb-ft) (N-m)	Reduced Engine Power Mode Indicator
-1.0	No	No	No	13 [18]	Off
-0.5	No	No	No	-4 [-5]	Off

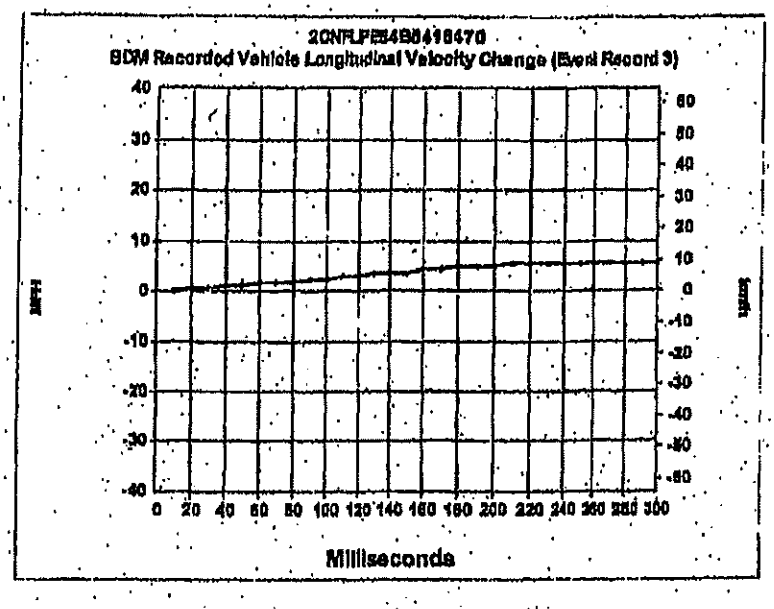
Pre-Crash Data -2.5 to -.5 sec (Event Record 3)

Times (sec)	Accelerator Pedal Position (percent)	Brake Switch Circuit State	Engine Speed	Throttle Position (%)	Vehicle Speed (MPH (km/h))
-2.5	0	Off	1344	6	57 [92]
-2.0	66	Off	1216	47	55 [89]
-1.5	0	On	1928	28	53 [85]
-1.0	0	On	1280	12	48 [77]
-0.5	0	On	960	16	46 [74]

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL



Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
10	0.0	0.0
20	0.6	1.0
30	0.6	1.0
40	1.2	2.0
50	1.2	2.0
60	1.9	3.0
70	1.9	3.0
80	1.9	3.0
90	2.5	4.0
100	2.5	4.0
110	3.1	5.0
120	3.1	5.0
130	3.7	6.0
140	3.7	6.0
150	3.7	6.0
160	4.3	7.0
170	4.3	7.0
180	5.0	8.0
190	5.0	8.0
200	5.0	8.0
210	5.6	9.0

Time (msec)	Delta-V, longitudinal (MPH)	Delta-V, longitudinal (km/h)
220	5.6	9.0
230	5.6	9.0
240	5.6	9.0
250	5.6	9.0
260	5.6	9.0
270	5.6	9.0
280	5.6	9.0
290	5.6	9.0
300	5.6	9.0

0901119c99bf225b

USAA Confidential

Hood_USAA_0337

02332

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Lateral Velocity Change (Event Record 3)

Contains No Recorded Data

USAA Confidential

0901119c99bf225b

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Lateral Acceleration (Event Record 3)

Contains No Recorded Data

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Vertical Acceleration (Event) Record 3)

Contains No Recorded Data

USAA Confidential

0901119c99bf225b

Hood_USAA_0340

BOSCH

CDR CRASH DATA RETRIEVAL

SDM Recorded Vehicle Roll Rate (Event Record 3)

Contains No Recorded Data

USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

Hexadecimal Data

```
DFID $11
FF F0 00 FC C0 7C 00

DFID $15
01 02 03 04 05 06 07

DFID $16
08 09 0A 00 0E 00 00

DFID $17
00 00 00 00 00 00 00

DFID $32
00 F0 0D 0A 00 00 00

DFID $36
78 00 00 00 00 00 00

DID $01
41 55 30 30 30 30 45 30 30 30 30 30 30 30 30 30

DID $03
44 41 30 30 30 30 45 30 30 30 30 30 30 30 30 30

DID $05
41 48 30 30 30 30 45 30 30 30 30 30 30 30 30 30

DID $07
41 4A 30 30 30 30 45 30 30 30 30 30 30 30 30 30

DID $09
41 54 30 30 30 30 45 30 30 30 30 30 30 30 30 30

DID $0B
44 42 30 30 30 30 45 30 30 30 30 30 30 30 30 30

DID $00
30 30 30 30 30 30 45 30 30 30 30 30 30 30 30 30

DID $0F
30 30 30 30 30 30 45 30 30 30 30 30 30 30 30 30

DID $30
02 00 03 02

DID $90
32 43 4E 46 4C 50 45 32 34 42 36 34 31 38 34 37 30

DID $9A
04 01

DID $04
41 53 34 38 39 33 45 30 35 30 37 30 39 32 30 31

DID $C1
00 CE 22 E8

DID $C2
01 40 46 7E

DID $C3
01 89 EC CF
```


USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

DID $CB
00 CF 22 ED

DID $31

```
0000  AB F0 01 00 01 01 87 0D 8A FF
0010  FF 00 00 00 20 03 D3 00 00 00
0020  40 FC FC F0 00 00 C0 10 00 00
0030  0E 0E 11 00 00 00 00 19 19 19
0040  18 19 07 5B 07 62 1A 1A 1A 1B
0050  1E 84 64 6E 64 64 00 FF FD 00
0060  E6 FD 00 00 00 00 00 00 00 00
0070  00 00 00 00 00 00 00 00 80 00
0080  00 00 00 00 00 00 80 82 00 14
0090  7B 7B FF FF FF FF 09 09 09 09
0100  7F 7F 7F 7E 7F 7E 7F 7F 7F 7E
0110  7B 7E 7B 7C 7D 7B 7D 7B 7C 7A
0120  7C 79 7C 7A 7C 7A 7C 79 7C 79
0130  7C 79 7B 79 7B 7B 7B 79 7B 79
0140  7B 7B 7B 7B 7B 7B 7B 7B 7B 7B
0150  7B 7B 7B 7B 7B 7B 7B 7B 7B 7B
0160  7D 7D 7E 7D 7D 7E 7D 7D 7F 7D
0170  7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0180  7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0190  7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0200  7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0210  7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0220  7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0230  7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0240  7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0250  7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0260  7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0270  7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0280  7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0290  7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0300  7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0310  7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0320  7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0330  7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0340  7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0350  7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0360  7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0370  7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0380  7D 7F 7D 7D 7F 08 00 00 00 00
0390  00 00 00 00 00 00 00 00 00 00
0400  00 00 00 00 00 00 00 00 00 00
0410  00 00 00 00 00 00 00 00 00 00
0420  00 00 00 00 00 00 00 00 00 00
0430  00 00 00 00 00 00 00 00 00 00
0440  00 00 00 00 00 00 00 00 00 00
0450  00 00 00 00 00 00 00 00 00 00
0460  00 39 00 00 32 11 00 01 00 00
0470  00 00 00 00 00 00 00 00 00 00
0480  00 00 00 00 00 00 00 00 00 00
0490  00 00 00 00 00 00 00 00 CC 19
```

DID $32

```
0000  A5 F0 02 00 02 02 0F 00 8A 01
0010  08 00 00 00 0E A3 C0 00 00 00
0020  4C FC FC F0 00 00 C0 10 00 00
0030  1D 00 00 40 00 00 D8 14 12 13
0040  15 1A 08 C2 07 CA 0C 1C 2F 08
0050  14 4D 55 55 5C 62 00 FF FD 00
0060  E6 FD 00 00 00 00 00 00 00 00
0070  00 00 00 00 00 00 00 00 00 00
0080  00 00 00 00 00 00 80 82 00 00
```


0901119c99bf225b

USAA Confidential

Hood_USAA_0343

02338

```
0090   31 89 02 03 FF FF FF FF FF FF
0100   7F 7F 7F 7F 7F 7F 7F 7F 7F 7F
0110   7F 7F 7F 7F 7D 7F 79 7F 72 82
0120   67 86 58 8B 4C 8C 40 89 37 86
0130   34 86 32 87 31 88 31 89 32 89
0140   33 89 34 89 35 89 35 89 36 89
0150   37 89 37 89 38 89 38 89 38 89
0160   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0170   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0180   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0190   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0200   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0210   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0220   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0230   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0240   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0250   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0260   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0270   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0280   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0290   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0300   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0310   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0320   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0330   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0340   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0350   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0360   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0370   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0380   7D 7F 7D 7D 7F 00 10 00 00 00
0390   21 00 21 70 02 04 06 00 11 00
0400   0E 11 9F 00 20 00 00 00 21 00
0410   21 70 02 04 06 00 11 00 0E 11
0420   9F 00 30 00 00 00 21 00 21 70
0430   02 04 06 00 11 00 0E 11 9F 00
0440   40 00 00 00 21 00 21 70 00 00
0450   00 00 00 00 00 00 00 00 00 00
0460   00 00 00 00 08 00 08 00 00 00
0470   08 00 00 00 00 00 00 00 00 00
0480   00 00 00 00 00 00 00 00 00 00
0490   00 00 00 00 00 00 00 00 CC 19

DID $33

0000   A5 30 02 00 03 02 04 00 8A 00
0010   27 00 00 00 00 00 00 00 00 00
0020   AC FC FC F0 00 00 C0 10 00 00
0030   00 1D 00 50 00 00 00 0F 14 1E
0040   13 15 06 96 06 C3 0F 0C 1C 2F
0050   08 41 4D 55 56 5C 00 FF F0 00
0060   E6 ED 00 00 00 00 00 00 00 00
0070   00 00 00 00 00 00 00 00 00 00
0080   00 00 00 00 00 00 80 52 00 15
0090   88 7F FF FF FF FF FF FF FF FF
0100   7F 7F 80 7F 80 7F 81 7F 81 7F
0110   82 7F 82 7F 82 7F 83 7F 83 7F
0120   84 7F 84 7F 85 7F 85 7F 85 7F
0130   86 7F 86 7F 87 7F 87 7F 87 7F
0140   88 7F 88 7F 88 7F 88 7F 88 7F
0150   88 7F 88 7F 88 7F 88 7F 88 7F
0160   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0170   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0180   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0190   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
0200   7D 7F 7D 7D 7F 7D 7D 7F 7D 7D
0210   7F 7D 7D 7F 7D 7D 7F 7D 7D 7F
0220   7D 7D 7F 7D 7D 7F 7D 7D 7F 7D
```


USAA Confidential

BOSCH

CDR CRASH DATA RETRIEVAL

0230	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D	
0240	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F	
0250	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D	
0260	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D	
0270	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F	
0280	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D	
0290	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D	
0300	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F	
0310	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D	
0320	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D	
0330	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F	
0340	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D	
0350	7D	7F	7D	7D	7F	7D	7D	7F	7D	7D	
0360	7F	7D	7D	7F	7D	7D	7F	7D	7D	7F	
0370	7D	7D	7F	7D	7D	7F	7D	7D	7F	7D	
0380	7D	7F	7D	7D	7F	00	00	00	00	00	
0390	00	00	00	00	00	00	00	00	00	00	
0400	00	00	00	00	00	00	00	00	00	00	
0410	00	00	00	00	00	00	00	00	00	00	
0420	00	00	00	00	00	00	00	00	00	00	
0430	00	00	00	00	00	00	00	00	00	00	
0440	00	00	00	00	00	00	00	00	00	00	
0450	00	00	00	00	00	00	00	00	00	00	
0460	00	00	00	00	00	00	00	00	00	00	
0470	00	00	00	00	00	00	00	00	00	00	
0480	00	00	00	00	00	00	00	00	00	00	
0490	00	00	00	00	00	00	00	00	DB	19	

Disclaimer of Liability

The users of the CDR product and reviewers of the CDR reports and exported data shall ensure that data and information supplied is applicable to the vehicle, vehicle's system(s) and the vehicle ECU. Robert Bosch LLC and all its directors, officers, employees and members shall not be liable for damages arising out of or related to incorrect, incomplete or misinterpreted software and/or data. Robert Bosch LLC expressly excludes all liability for incidental, consequential, special or punitive damages arising from or related to the CDR data, CDR software or use thereof.

0901119c99bf225b

USAA Confidential

Hood_USAA_0345

02340

STATE OF SOUTH CAROLINA COUNTY OF JASPER THERESE HOOD, Plaintiff, v. ANTOINE JOHNSON, Defendant.	IN THE COURT OF COMMON PLEAS THE FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2015-CP-27-00119 **UIM CARRIER'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSION**

TO: KEVIN D. SMITH, ESQUIRE, ATTORNEY FOR PLAINTIFF

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, UIM Carrier USAA General Indemnity Company on behalf of Defendant, reserving the right to amend and/or supplement, hereby responds to Plaintiff's First Request for Admission to Defendant's UIM Carrier, as follows:

1. Admit that Plaintiff, Therese Hood, was operating her vehicle with her headlamps illuminated at the time of the collision.

RESPONSE: Denied.

Respectfully submitted,

CARLOCK COPELAND & STAIR, LLP

By: _____
JACKSON H. DANIEL, III
State Bar No. 70308

MADISON B. SUTTIE
State Bar No. 101985

40 Calhoun Street, Suite 400
Charleston, SC 29401-3531
843-727-0307

Attorneys for USAA General Indemnity Company appearing pursuant to S.C. Code §38-77-160 on behalf of Defendant

EXHIBIT 8

USAA Confidential

0901119c99bf225b

Hood_USAA_0346

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER	THE FOURTEENTH JUDICIAL CIRCUIT
	CASE NO.: 2015-CP-27-00119
THERESE HOOD,	
Plaintiff,	CERTIFICATE OF SERVICE
v.	
ANTOINE JOHNSON,	
Defendant.	

I hereby certify that I have this day served a copy of the within and foregoing pleading upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Kevin B. Smith, Esq.
Hoffman Law Firm
7087 Rivers Avenue
North Charleston, SC 29406
Attorney for Plaintiff Therese Hood

This 11th day of January, 2017.

Legal Secretary to Jackson H. Daniel, III

Carlock, Copeland & Stair LLP
40 Calhoun Street; Suite 400
Charleston, SC 29401-3531

USAA Confidential

Summons and complaint of within entitled cause received at this office and service accepted in accordance with law this 2nd day of March

Director of Insurance
and Attorney to Accept Service
Columbia, SC

USAA Confidential

CCC ONE®

MARKET VALUATION REPORT

CLAIM INFORMATION

Owner:	**Msg David Hood** **832 N Aylesbury Rd** **Goose Creek , SC 29445**	**Report Reference Number:** **Claim Reference:** **Adjuster:**	**53394247** **01104322300000000S001** **Mcmullen, Shawn**
Insured:	**Msg David Hood**	**Adjuster ID:**	**665729**
Loss Vehicle:	**2011 Chevrolet Equinox 4X2 Lt2 4 Door Sport Utility Vehicle**	**Claim Submitted Date:** **Date/Time Last Updated:**	**11/11/2014** **Original**
VIN:	**2CNFLPE54B6418470**	**Policy Number:**	**011043223**
Odometer:	**Unknown**	**Appraiser:**	**Mcmullen, Shawn**
Location:	**Goose Creek, SC 29445**		
Loss Incident Date:	**11/08/2014**		

VALUATION SUMMARY

Base Vehicle Value		**$ 17,475.00**
Condition Adjustment		+ 36.00
Adjusted Vehicle Value		**$ 17,511.00**
Vehicular Sales Tax	1.7132%	$ 300.00
Sales Tax reflects all applicable state, county, and municipal taxes.		
License/Fees (if applicable)		$ ____
Total		$ 17,811.00

This CCC ONE™ Market Valuation Report was prepared for USAA by CCC Information Services Inc. The CCC ONE™ Market Valuation Report reflects CCC's opinion as to the value of the loss vehicle. CCC has been preparing market value reports for the insurance industry since 1981.

The Base Vehicle Value is derived from comparable vehicle(s) available or recently sold in the marketplace at the time of valuation, with adjustments made to reflect the loss vehicle configuration.

24 comparable vehicle(s) were utilized in this report.

The loss vehicle has been valued in the Southeast region where it was garaged as a newer truck with average mileage of 55,900.

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

Owner: Msg David Hood

Claim Reference: 011043223000000005001

VEHICLE ALLOWANCES

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration.

Vehicle Allowances

Odometer	Unknown

VEHICLE HISTORY SUMMARY

CCC VINguard®	1 Collision Estimates	04/09/2012
Experian® AutoCheck®	No Title Problem Found	
The reported loss vehicle mileage (0) is less than other reported odometer readings (AutoCheck 10).		
National Highway Traffic Safety Administration	2 Recalls	

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

Owner: Msg David Hood

Claim Reference: 01104322300000000005001

LOSS VEHICLE COMPONENTS

2011 CHEVROLET EQUINOX 4X2 LT2 4 DOOR SPORT UTILITY VEHICLE — GOOSE CREEK, SC 29445
VIN: 2CNFLPE54B6418470

Below are the components of the loss vehicle, provided to CCC by USAA, included in this valuation.

Odometer	Unknown
Transmission	
Automatic Transmission	Standard
Overdrive	Standard
Power	
Power Steering	Standard
Power Brakes	Standard
Power Windows	Standard
Power Locks	Standard
Power Mirrors	Standard
Power Driver Seat	Standard
Decor/Convenience	
Air Conditioning	Standard
Climate Control	Reported
Tilt Wheel	Standard
Cruise Control	Standard
Rear Defogger	Standard
Intermittent Wipers	Standard
Console/Storage	Standard
Keyless Entry	Standard
Telescopic Wheel	Standard
Message Center	Standard
Remote Starter	Standard
Seating	
Cloth Seats	Standard
Bucket Seats	Standard
Reclining/Lounge Seats	Reported
Heated Seats	Standard
Radio	
AM Radio	Standard
FM Radio	Standard
Stereo	Standard
Search/Seek	Standard
CD Player	Standard
Steering Wheel Touch Controls	Standard
Auxiliary Audio Connection	Standard
Premium Radio	Standard
Satellite Radio	Standard
Wheels	
Aluminum/Alloy Wheels	Standard
Safety/Brakes	
Drivers Side Air Bag	Standard
Passenger Air Bag	Standard
Anti-Lock Brakes (4)	Standard
4-Wheel Disc Brakes	Reported
Front Side Impact Air Bags	Standard
Head/Curtain Air Bags	Standard
Backup Camera W/ Parking Sensors	Standard
Hands Free	Standard
Alarm	Standard
Traction Control	Standard
Stability Control	Standard
Exterior/Paint/Glass	
Dual Mirrors	Standard
Heated Mirrors	Standard
Privacy Glass	Standard
Fog Lamps	Standard
Luggage/Roof Rack	Standard
Rear Window Wiper	Standard
Clearcoat Paint	Reported

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

0901119c90830a04

USAA Confidential

Hood_USAA_0355

LOSS VEHICLE COMPONENTS (CONTINUED)

Metallic Paint	Reported

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

Owner: Msg David Hood

Claim Reference: 011043223000000005001

VEHICLE CONDITION

USAA uses condition inspection guidelines to determine the condition of key components of the loss vehicle. These guidelines are based upon geographic region, age, and vehicle type. The guidelines describe physical characteristics for the major vehicle components. Based on these guidelines, USAA has determined the condition of the vehicle prior to the loss. Inspection Notes reflect additional observations from the appraiser regarding the loss vehicle's condition. CCC makes dollar adjustments that reflect the impact the reported condition has on the value of loss vehicle. These dollar adjustments are based upon interviews with dealerships across the United States.

COMPONENT	CONDITION	VALUE IMPACT	
Mechanical	Good	$0	INSPECTION NOTES: default
Tires	Very good	$36	INSPECTION NOTES: 9/32
Paint	Good	$0	INSPECTION NOTES: default good. Too much damage to determine pre loss co ndition.
Body	Good	$0	INSPECTION NOTES: default good. Too much damage to determine pre loss co ndition.
Glass	Good	$0	INSPECTION NOTES: default good. Too much damage to determine pre loss co ndition.
Interior	Good	$0	INSPECTION NOTES: default good. Too much damage to determine pre loss co ndition.
	Total Adjustments:	$36	

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

0901119c90630a03

USAA Confidential

Hood_USAA_0357

02348

CCC ONE®

MARKET VALUATION REPORT

Owner: Msg David Hood

Claim Reference: 01104322300000000005001

VINGUARD® VEHICLE IDENTIFICATION

2011 CHEVROLET EQUINOX 4X2 LT2 4 DOOR SPORT UTILITY VEHICLE — GOOSE CREEK, SC 29445
VIN: 2CNFLPE54B6418470

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number (VIN). This number provides certain specifications of the vehicle. Decoding the VIN, using VINguard®, identifies the vehicle for which vehicle value will be determined.

Insurer Description		VINguard® Analysis
Year	2011	2011
Make	Chevrolet	Chevrolet
Model/Trim	Equinox 4X2 Lt2	Equinox 4X2 Lt2
Model Number	NLP3	NLP3
Body Style	4 Door Sport Utility Vehicle	
Engine	6-3.0L-FI	6-3.0l-Fi
Transmission	Automatic Tranamission Overdrive	
Restraints	Air Bags (Driver+Pass.)	Air Bags(Dr.+Pass.+Side)
Curb Weight		3,770

This vehicle was assembled in INGERSOLL, ONTARIO

VINGUARD® VEHICLE HISTORY INFORMATION

Using the VIN for this vehicle, VINguard® detected discrepancies or prior history requiring additional research. Please review the information detailed below.

VINguard® Messages: VINguard has decoded this VIN without any errors.
Collision History Information:
COLLISION INCIDENT REPORTED BY USAA ON 04/09/2012.
Claim #: 01104322300000003001 IN GOOSE CREEK, SC
Repair Estimate: $0 Miles: 8164
Damage Location: RIGHT FRONT.

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

CCC ONE®

MARKET VALUATION REPORT

Owner: **Msg David Hood**
Claim Reference: **01104322300000000S001**

EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

CCC provides USAA information reported by Experian® regarding the loss vehicle. This data is provided for informational purposes. Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss vehicle based upon this information.

REPORT RUN DATE: 11/11/2014 KEY: ☑ = No Event Found ⛔ = Event Found ⓘ = Information Needed

☑ TITLE CHECK

THIS VEHICLE CHECKS OUT. AutoCheck's result for this **2011 Chevrolet Equinox 4X2 Lt2 (2CNFLPE54B6418470)** show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENTS CHECKED	RESULTS FOUND
Abandoned	☑ No Abandoned Record Found
Damaged	☑ No Damaged Record Found
Fire Damage	☑ No Fire Damage Record Found
Grey Market	☑ No Grey Market Record Found
Hail Damage	☑ No Hail Damage Record Found
Insurance Loss	☑ No Insurance Loss Record Found
Junk	☑ No Junk Record Found
Rebuilt	☑ No Rebuilt Record Found
Salvage	☑ No Salvage Record Found

☑ EVENT CHECK

THIS VEHICLE CHECKS OUT. AutoCheck's result for this **2011 Chevrolet Equinox 4X2 Lt2 (2CNFLPE54B6418470)** show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

EVENTS CHECKED	RESULTS FOUND
NHTSA Crash Test Vehicle	☑ No NHTSA Crash Test Vehicle Record Found
Frame Damage	☑ No Frame Damage Record Found
Major Damage Incident	☑ No Major Damage Incident Record Found
Manufacturer Buyback/ Lemon	☑ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	☑ No Odometer Problem Record Found
Recycled	☑ No Recycled Record Found
Salvage Auction	☑ No Salvage Auction Record Found
Water Damage	☑ No Water Damage Record Found

ⓘ VEHICLE INFORMATION

INFORMATION FOUND. AutoCheck found additional information on this vehicle. These records will provide more history for this **2011 Chevrolet Equinox 4X2 Lt2 (2CNFLPE54B6418470).**

EVENTS CHECKED	RESULTS FOUND
Accident	☑ No Accident Record Found
Corrected Title	☑ No Corrected Title Record Found
Driver Education	☑ No Driver Education Record Found
Duplicate Title	☑ No Duplicate Title Record Found
Emissions Safety Inspection	☑ No Emissions Safety Inspection Record Found
Fire Damage Incident	☑ No Fire Damage Incident Record Found
Lease	☑ No Lease Record Found
Lien	ⓘ Lien Record(s) Found
Livery Use	☑ No Livery Use Record Found
Government Use	☑ No Government Use Record Found
Police Use	☑ No Police Use Record Found
Fleet	☑ No Fleet Record Found
Rental	☑ No Rental Record Found
Fleet and/or Lease	☑ No Fleet and/or Lease Record Found
Fleet and/or Rental	☑ No Fleet and/or Rental Record Found
Repossessed	☑ No Repossessed Record Found
Taxi use	☑ No Taxi use Record Found
Theft	☑ No Theft Record Found

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

0901119c90630a98

USAA Confidential

Hood_USAA_0359

02350

EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT (CONTINUED)

ODOMETER CHECK

THIS VEHICLE CHECKS OUT. For this **2011 Chevrolet Equinox 4X2 Lt2 (2CNFLPE54B6418470)** no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

DATE REPORTED	ODOMETER READING
2011-06-24	10

FULL HISTORY

REPORT RUN DATE: 11/11/2014 Below are the historical events for this vehicle listed in chronological order.

Event Date	Event Location	Odometer Reading	Data Source	Event Detail
2011-06-24	SC	10	Motor Vehicle Dept.	ODOMETER READING FROM DMV
2011-06-24	GOOSE CREEK, SC		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL
2011-06-30	GOOSE CREEK, SC		Motor Vehicle Dept.	TITLE (Lien Reported)
2011-07-19	GOOSE CREEK, SC		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL
2012-06-20	GOOSE CREEK, SC		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL
2013-06-27	GOOSE CREEK, SC		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL
2013-07-10	GOOSE CREEK, SC		Motor Vehicle Dept.	REGISTRATION EVENT/RENEWAL

AUTOCHECK TERMS AND CONDITIONS: Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

Owner: Msg David Hood

Claim Reference: 011043223000000005001

NHTSA VEHICLE RECALL

The National Highway Traffic Safety Administration has issued 2 safety related recall notices that may apply to the above valued vehicle.

NHTSA ID: 14V447000 **ISSUED:** **NO. OF VEHICLES: 414,333**

Seats:Front assembly:Power adjust General Motors llc (GM) is recalling certain model year 2011-2012 Buick lacrosse, Regal and Chevrolet Camaro, as well as certain 2010-2012 Cadillac SRX, Chevrolet equinox and GMC terrain Vehicles, equipped with power height adjustable Driver and passenger seats. In the affected Vehicles, the bolt that secures the Driver's and passenger's power front seat height adjuster may fall out causing the seat to drop suddenly to the lowest vertical position. If the Driver's seat unexpectedly drops, the distraction and altered seat position may affect the drivers' control of the Vehicle, increasing the risk of a crash. GM will notify owners, and Dealers will replace the height adjuster shoulder bolts, free of charge. The manufacturer has not yet provided a notification schedule. Owners may contact GM Customer service at 1-800-521-7300 (Buick), 1-800-458-8006 (Cadillac), 1-800-222-1020 (Chevrolet), or 1-800-462-8782 (GMC). GM's number for this recall is 14271.

NHTSA ID: 10V623000 **ISSUED: 01/18/2011** **NO. OF VEHICLES: 97,843**

Seat belts:Front:Buckle assembly General Motors is recalling certain model year 2011 Cadillac SRX, Chevrolet equinox and GMC terrain Vehicles. The Driver and /or front passenger safety belt buckle anchor may fracture and separate near the seat attachment in a Vehicle crash. The safety belt system may not restrain the occupant(S) as designed and could increase the risk of injury. Dealers will modify the passenger and/or the Driver safety belt buckles as necessary. This service will be performed free of charge. The safety recall is expected to begin on or before January 18, 2011. Owners may contact Cadillac at 1-866-982-2339, Chevrolet at 1-800-630-2438, GMC at 1-866-996-9463 and at the owner center at www.Gmownercenter.Com.

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

0901119c90630a03

USAA Confidential

Hood_USAA_0361

02352

COMPARABLE VEHICLES

LOSS VEHICLE - 2011 CHEVROLET EQUINOX 4X2 LT2 4 DOOR SPORT UTILITY VEHICLE — GOOSE CREEK, SC 29445
VIN: 2CNFLPE54B6418470

	LOSS VEHICLE 2011 CHEVROLET EQUINOX 4X2 LT2 4 DOOR SPORT UTILITY VEHICLE 6-3.0L-FI	INSPECTED DEALER COMPARABLE 1 2011 CHEVROLET EQUINOX 4X2 LT 4 DOOR UTV 4-2.4L	INSPECTED DEALER COMPARABLE 2 2011 CHEVROLET EQUINOX 4X2 LT 4 DOOR UTV 4-2.4L	INSPECTED DEALER COMPARABLE 3 2011 CHEVROLET EQUINOX 4X2 LT2 4 DOOR UTV 4-2.4L
Options				
Automatic Transmission	✓	✓	✓	✓
Overdrive	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✗	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✗	✗	✗
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Remote Starter	✓	✗	✗	✗
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✗	✗	✗
Leather Seats	✗	✗	✗	✓
Heated Seats	✓	✗	✗	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	✓	✓	✓	✓
Satellite Radio	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

COMPARABLE VEHICLES (CONTINUED)

- List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.Take Price is the amount that the dealership has stated it will accept to sell the inspected dealer vehicle. For advertised vehicles, the Advertised Price is the same as List Price.
- Take Price or List Price displayed above (as applicable) may differ from the advertised price where CCC obtains different price information from the seller.
- The Comparable Vehicle Condition Adjustment sets that vehicle to a common condition baseline. To see how the condition of the loss vehicle impacts the valuation, see the Vehicle Condition section of this report.
- Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but rather are included because they are reflective of the market value.
- The Adjusted Value represents the price of the comparable vehicle with the adjustments displayed above. Dollar adjustments are based upon market research.
- Distances displayed indicate approximate miles between loss and comparable vehicle locations. Distances are based upon a straight line between these locations.
- Some comparable vehicles that were recently available may no longer be available.

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

Owner: Msg David Hood

Claim Reference: 011043223000000005001

ADDITIONAL COMPARABLE VEHICLES

The following comparable vehicles support the Base Vehicle Value of the loss vehicle.

Inspected Vehicles

Source	Vehicle	Take Price	Adjusted Value
Morris Nissan Charleston , SC (843) 571-2810 14 Miles From Goose Creek, SC	2011 Chevrolet Equinox 4X2 Lt2 Status: Recently Available Odometer: 51,253 VIN: 2CNALPEC7B6357690	$ 18,200	$ 16,207
Milton Ruben Chevrolet Augusta , GA (706) 868-0588 124 Miles From Goose Creek, SC	2011 Chevrolet Equinox 4X2 LT Status: Recently Available Odometer: 62,686 VIN: 2GNALDEC4B1185173	$ 16,719	$ 17,753
Love Automotive Cayce , SC (803) 407-4800 90 Miles From Goose Creek, SC	2011 Chevrolet Equinox 4X2 LT Status: Recently Available Odometer: 66,791 VIN: 2CNALDEC6B6320659	$ 16,484	$ 17,155
Craig's Florence , SC (843) 665-1243 84 Miles From Goose Creek, SC	2011 Chevrolet Equinox 4X2 LS Status: Recently Available Odometer: 114,899 VIN: 2CNALBEC7B6413713	$ 13,995	$ 17,860
Southern Motors Honda Savannah , GA (912) 927-0700 93 Miles From Goose Creek, SC	2011 Chevrolet Equinox 4X2 LS Status: Recently Available Odometer: 62,782 VIN: 2GNALBEC7B1168145	$ 16,980	$ 18,992
Love Buick Parkway Columbia , SC (803) 732-6500 100 Miles From Goose Creek, SC	2011 Chevrolet Equinox 4X2 LT Status: Recently Available Odometer: 32,376 VIN: 2CNALDECXB6466510	$ 18,796	$ 17,417
Kia of Augusta Augusta , GA (706) 312-9200 119 Miles From Goose Creek, SC	2011 Chevrolet Equinox 4X2 LS Status: Recently Available Odometer: 39,820 VIN: 2CNALBEC2B6300672	$ 17,697	$ 18,591

Local Advertisement

Source	Vehicle	List Price	Adjusted Value
Walterboro Ford Ad Date: 10/29/2014 (843) 549-5581 Walterboro SC 38 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 Ltz Odometer: 89,237 VIN: 2CNALFEC6B6206136	$ 16,000	$ 16,374
Crews Chevrolet Ad Date: 10/16/2014	2011 Chevrolet Equinox 4X2 LS Odometer: 63,383	$ 16,977	$ 19,579

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

0901119c90539a04

USAA Confidential

Hood_USAA_0365

CCC ONE®

MARKET VALUATION REPORT

Claim Reference: 01104322300000000005001

Owner: Msg David Hood

(843) 820-7800
Charleston SC
5 Miles From Goose Creek

VIN: 2GNALBEC8B1206921

Carmax Charleston SC Ad Date: 10/14/2014 (855) 249-4730 Charleston SC 12 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 LS Odometer: 40,791 VIN: 2GNALBEC0B1247706	$ 16,599	$ 17,610
Hudson Nissan Ad Date: 10/11/2014 (843) 553-1000 Charleston SC 5 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 LT Odometer: 58,756 VIN: 2CNALDEC7B6451096	$ 16,750	$ 16,917
New River Auto Mall Ad Date: 10/30/2014 (843) 208-1258 Hardeeville SC 78 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 Lt2 Odometer: 76,817 VIN: 2GNALPEC8B1155918	$ 16,000	$ 17,332
Mount Pleasant Chevrolet Ad Date: 08/30/2014 (843) 375-7625 Mount Pleasant SC 16 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 LT Odometer: 51,646 VIN: 2CNALDEC8B6337964	$ 17,992	$ 18,203
Chris Polson Automotive Ad Date: 10/30/2014 (803) 407-7677 Columbia SC 100 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 LS Odometer: 54,964 VIN: 2CNALBEC1B6296789	$ 15,679	$ 17,672
Payless Car Sales - Chart Ad Date: 10/06/2014 (843) 225-5377 Charleston SC 5 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 LS Odometer: 60,803 VIN: 2CNALBEC0B6396835	$ 16,856	$ 19,242
Stokes Honda Ad Date: 10/15/2014 (855) 649-5024 Beaufort SC 57 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 LS Odometer: 53,038 VIN: 2GNALBEC1B1282044	$ 16,558	$ 18,400
Stokes Honda North Ad Date: 08/29/2014 (843) 572-4700 Charleston SC 5 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 Ltz Odometer: 57,612 VIN: 2CNFLFE58B6427859	$ 19,000	$ 16,705
Georgetown Auto Sales - S Ad Date: 10/01/2014 (843) 527-3117	2011 Chevrolet Equinox 4X2 LS Odometer: 100,412 VIN: 2CNALBEC3B6377499	$ 12,999	$ 16,775

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

CCC ONE®

MARKET VALUATION REPORT

Owner: Msg David Hood

Claim Reference: 01104322300000000005001

Georgetown SC
49 Miles From Goose Creek

Fairey Chevrolet Cadillac Ad Date: 10/25/2014 (803) 536-1600 Orangeburg SC 62 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 LS Odometer: 32,273 VIN: 2GNALBEC6B1281456	$ 16,980	$ 17,413
Vadon of Beaufort Ad Date: 10/06/2014 (843) 525-4100 Beaufort SC 57 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 Lt2 Odometer: 70,173 VIN: 2CNALPEC5B6237662	$ 17,898	$ 18,461
Premier Plus Motors Ad Date: 10/29/2014 (803) 333-0514 Columbia SC 95 Miles From Goose Creek	2011 Chevrolet Equinox 4X2 LS Odometer: 23,430 VIN: 2GNALBEC3B1292672	$ 17,995	$ 18,040

VALUATION METHODOLOGY

USAA has provided CCC the VIN (Vehicle Identification Number) of the loss vehicle and the vehicle owner's zip code, which determine the market(s) that CCC used in the valuation. Using this information, CCC searches its databases to find comparable vehicles in these markets. CCC's database includes vehicles for sale at dealerships that CCC has physically inspected, as well as dealer and private party advertised vehicle information from numerous resources including AutoTrader.com®. USAA has also provided CCC with the configuration of the loss vehicle, including equipment, odometer, condition, maintenance, etc. Vehicles located are compared to the loss vehicle, and adjustments are made for differences such as model/trim, equipment, and odometer. The comparable vehicles are also adjusted for condition to a common condition baseline. Using the adjusted values of the comparable vehicles, CCC calculates the Base Vehicle Value.

The Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, odometer, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information
- Comparable vehicles used in the determination of the vehicle value are not intended to be replacement vehicles, but are reflective of the market value.

The Adjusted Vehicle Value is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and its other reported attributes, if any, such as refurbishments, after factory equipment, and unrelated prior damage.

Please review the information in this Valuation Detail to confirm the reported mileage, condition and to verify there are no missed options, added equipment or refurbishments, or other aspects of the loss vehicle that may impact the value.

VALUATION NOTES

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

0901119c90630a98

USAA Confidential

Hood_USAA_0367

02357

Owner: Msg David Hood

Claim Reference: 01104322300000000S001

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

USAA Confidential

CCC ONE®

MARKET VALUATION REPORT

Owner: Msg David Hood

Claim Reference: 011043223000000005001

MARKET DEFINITION

The loss vehicle has been identified to CCC as a 2011 Chevrolet Equinox 4X2 Lt2 4 Door Sport Utility Vehicle garaged in the ZIP code 29445 - Goose Creek, SC. Details of the specific markets searched based upon that information follow.

THE STATE OF SOUTH CAROLINA is subdivided by CCC into 4 markets. The following 7 markets were used in the preparation of this vehicle Market Valuation Report.

CHARLESTON SC - In this market, CCC maintains a database of 3,021 inspected dealer vehicles located at 18 dealerships, and 17,320 dealer advertised, and 828 privately advertised vehicles taken from 15 local papers or magazines.

COLUMBIA SC - In this market, CCC maintains a database of 3,875 inspected dealer vehicles located at 21 dealerships, and 14,036 dealer advertised, and 1,083 privately advertised vehicles taken from 17 local papers or magazines.

FLORENCE/SUMTER SC - In this market, CCC maintains a database of 183 inspected dealer vehicles located at 2 dealerships, and 9,051 dealer advertised, and 455 privately advertised vehicles taken from 12 local papers or magazines.

Other markets searched - Augusta, Vidalia, Savannah and Brunswick. In these markets, CCC maintains a database of 4,704 inspected dealer vehicles located at 28 dealerships and 19,855 vehicles taken from 30 local newspapers or magazines.

From these 7 markets, comparable vehicles were selected based on the year, make, model/trim and body style of the loss vehicle.

(C) Copyright 2014 CCC Information Services Inc. All Rights Reserved.

0901119c90530a08

USAA Confidential

Hood_USAA_0369

02359

USAA

3226
Please visit us at USAA.com
Po Box 33490
San Antonio, TX 78265
Phone: (800) 531-8722

Claim #: 011043223000000005001
Workfile ID: 20d116f2

Estimate of Record

Written By: SHAWN MCMULLEN, License Number: 2714282, 11/11/2014 3:52:52 PM
Adjuster: McMullen, Shawn, (912) 346-0543 Business

Insured:	MSG DAVID HOOD	Policy #:	011043223	Claim #:	011043223000000005001
Type of Loss:	Collision	Date of Loss:	11/08/2014 12:00 AM	Days to Repair:	0
Point of Impact:	15 Total Loss	Deductible:	300.00		

Owner:
MSG DAVID HOOD
832 N AYLESBURY RD
GOOSE CREEK, SC 29445
(843) 574-0105 Evening
(843) 814-1113 Cellular

Inspection Location:
Palmetto Towing
5510 Silk Hope Rd
Savannah, GA 31405
Other

Appraiser Information:
(912) 346-0543

Repair Facility:
TOTAL LOSS

VEHICLE

Year:	2011	Color:	grey Int: grey	License:		Production Date:	04/2011
Make:	CHEV	Body Style:	4D UTV	State:		Odometer:	UNK
Model:	EQUINOX 4X2 LT2	Engine:	6-3.0L-FI	VIN:	2CNFLPE54B6418470	Condition:	

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera w/Parking Sensors
Remote Starter
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Premium Radio
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
Heated Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
Metallic Paint
OTHER
Fog Lamps

Estimate of Record

2011 CHEV EQUINOX 4X2 LT2 4D UTV 6-3.0L-FI grey

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**RESTRAINT SYSTEMS**							
2		Repl	Driver air bag	22973618	1	750.00 m	0.3 M	0.0
3			Air bag system diagnosis		0	0.00 m	0.5 M	0.0
4		Repl	Diagnostic unit	13574893	1	416.67 m	0.8 M	0.0
5		Repl	RT Ft impact sensor	13502577	1	166.67 m	0.2 M	0.0
6		Repl	LT Ft impact sensor	13502577	1	166.67 m	0.2 M	0.0
7		Repl	RT Head air bag	22912850	1	416.67 m	0.5 M	0.0
8		Repl	LT Head air bag	23193001	1	416.75 m	0.5 M	0.0
9		Repl	RT Belt & retractor	19259260	1	193.33	0.5	0.0
10		Repl	LT Belt & retractor	19259259	1	185.60	0.5	0.0
11		Repl	RT Buckle	19209432	1	115.60	0.2	0.0
12		Repl	LT Buckle	19209432	1	115.60	0.2	0.0
13		Repl	Side impact sens front door	13502577	1	166.67 m	0.2 M	0.0
14		Repl	Side impact sens rear door	13574936	1	166.67 m	0.2 M	0.0
15	**WINDSHIELD**							
16	**	Subl	A/M Windshield plus kit	DW01824GTY	1	321.20 T	0.0	0.0
17	*	Subl	Windshield Labor		1	124.00 X	0.0	0.0
18	**FRONT BUMPER & GRILLE**							
19			O/H front bumper		0	0.00	3.2	0.0
20	**	Repl	A/M CAPA Bumper cover	GM1000907PP	1	421.00	Incl.	3.0
21			Add for Clear Coat		0	0.00	0.0	1.2
22			Add for fog lamps		0	0.00	0.4	0.0
23		Repl	Cover support	23106653	1	145.00	Incl.	0.0
24	**	Repl	A/M NSF Energy absorber	GM1070261N	1	140.00	Incl.	0.0
25	**	Repl	A/M NSF Impact bar	GM1006668DSN	1	246.00	Incl.	0.0
26	**	Repl	A/M CAPA Upper grille w/chrome	GM1200622C	1	143.00	Incl.	0.0
27	**FRONT LAMPS**							
28	**	Repl	A/M CAPA RT Headlamp assy LS & LT	GM2503338C	1	313.00	Incl.	0.0
29			Aim headlamps		0	0.00	0.5	0.0
30	**	Repl	A/M LT Headlamp assy LS & LT	GM2502338	1	305.00	Incl.	0.0
31	**	Repl	A/M CAPA RT Fog lamp assy	GM2593157C	1	93.00	Incl.	0.0
32			Aim fog lamps		0	0.00	0.3	0.0
33	**	Repl	A/M NSF LT Fog lamp assy	GM2593157N	1	93.00	Incl.	0.0
34	**RADIATOR SUPPORT**							
35			Refinish Components		0	0.00	0.0	1.5
36	**	Repl	A/M CAPA Radiator support	GM1225278C	1	418.00 s	9.0	Incl.
37			Evacuate & recharge		0	0.00 m	1.4 M	0.0
38			Refrigerant recovery		0	0.00 m	0.4 M	0.0
39	**COOLING**							
40	**	Repl	A/M Radiator	RAD13139	1	206.00 m	Incl.	0.0
41	**AIR CONDITIONER & HEATER**							

0901119c90839286

USAA Confidential

Hood_USAA_0371

02361

Estimate of Record

2011 CHEV EQUINOX 4X2 LT2 4D UTV 6-3.0L-FI grey

42	**	Repl	A/M Condenser	CND3789	1	157.00	m	Incl.	0.0
43	**HOOD**								
44	**	Repl	A/M CAPA Hood	GM1230394C	1	579.00		1.0	2.8
45			Add for Underside(Complete)		0	0.00		0.0	1.4
46	**FENDER**								
47	**	Repl	A/M CAPA LT Fender	GM1240364PP	1	189.00		1.7	2.2
48			Overlap Major Adj. Panel		0	0.00		0.0	-0.4
49			Add for Edging		0	0.00		0.0	0.5
50			Add for Clear Coat		0	0.00		0.0	0.1
51		Repl	LT Apron assy	22783554	1	312.40	s	6.0	0.8
52			Overlap Minor Panel		0	0.00		0.0	-0.2
53		Repl	RT Lower rail assy	22877503	1	495.00	s	11.5	1.4
54			Overlap Major Non-Adj. Panel		0	0.00		0.0	-0.2
55		Repl	LT Lower rail assy	22877502	1	595.00	s	11.5	1.4
56			Overlap Major Non-Adj. Panel		0	0.00		0.0	-0.2
57			Deduct for Overlap		0	0.00		-1.5	0.0
58	**REAR DOOR**								
59	*	Repl	LKQ RT door assy +25%	14558F	1	781.25		1.4	3.1
60			Overlap Major Non-Adj. Panel		0	0.00		0.0	-0.2
61	**FRONT DOOR**								
62	*	Repl	LKQ RT door assy +25%	SAARJY	1	925.10		1.7	3.1
63			Overlap Major Adj. Panel		0	0.00		0.0	-0.4
64	**PILLARS, ROCKER & FLOOR**								
65	**	Repl	Opt OEM LT Unlside panel	22842233	1	718.00	s	29.0	7.7
66			Overlap Major Non-Adj. Panel		0	0.00		0.0	-0.2
67			Clear Coat		0	0.00		0.0	2.5
68		Repl	LT Inner w/s pillar (UHS)	20911391	1	247.35	s	1.5	0.5
69			Overlap Minor Panel		0	0.00		0.0	-0.2
70	#	Rpr	Set up/measure		0	0.00		2.0	0.0
71	#	Rpr	Pull/align unibody		0	0.00		3.0	F 0.0
72	#		TOTAL LOSS		1	0.00		0.0	0.0
				SUBTOTALS		**11,244.20**		**88.8**	**31.2**

NOTES

Prior Damage Notes:
unk

USAA Confidential

Estimate of Record

2011 CHEV EQUINOX 4X2 LT2 4D UTV 6-3.0L-FI gray

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				11,120.20
Body Labor	80.6 hrs	@	$ 42.00 /hr	3,385.20
Paint Labor	31.2 hrs	@	$ 42.00 /hr	1,310.40
Mechanical Labor	5.2 hrs	@	$ 65.00 /hr	338.00
Frame Labor	3.0 hrs	@	$ 60.00 /hr	180.00
Paint Supplies				450.00
Miscellaneous				124.00
Subtotal				16,907.80
Sales Tax	$ 11,570.20	@	7.0000 %	809.91
Total Cost of Repairs				**17,717.71**
Deductible				300.00
Total Adjustments				**300.00**
Net Cost of Repairs				**17,417.71**

Please Present A Copy Of This Estimate To A Repair Facility Of Your Choice
*USAA Subsidiaries include: United Services Automobile Association(USAA), USAA Casualty Insurance Company(CIC), USAA General Indemnity Company(GIC) USAA County Mutual Insurance(CMI) and Garrison Property Casualty Insurance Company. Garrison Property and Casualty Insurance Company, a subsidiary of USAA Casualty Insurance Company, is authorized to use the USAA logo, a registered trademark of United Services Automobile Association.

This is not an authorization to repair. Failing to present this estimate to the repairing garage before repair may result in additional expenses to you. A USAA appraiser must authorize any supplement to this estimate. Repairs to this vehicle may require specific welding equipment as recommended by the manufacturer.
If alternative quality replacement parts have been included in this appraisal, the source for these parts has also been disclosed. If alternative quality replacement parts as listed on the appraisal are ultimately used in the repair of your vehicle, the warranty on such parts will be equal to, or greater than, the parts being replaced, as stated in USAA's limited parts warranty. USAA warrants that the parts used on your vehicle will be of like kind and quality, function, fit, safety and corrosion protection as the part or parts they replace. USAA identifies certified and validated parts for sheet metal replacement parts.

Please Present A Copy Of This Estimate To A Repair Facility Of Your Choice
*USAA Subsidiaries include: United Services Automobile Association (USAA), USAA Casualty Insurance Company (CIC), USAA General Indemnity Company (GIC) USAA County Mutual Insurance (CMI) and Garrison Property Casualty Insurance Company. Garrison Property and Casualty Insurance Company, a subsidiary of USAA Casualty Insurance Company, is authorized to use the USAA logo, a registered trademark of United Services Automobile Association.

This is not an authorization to repair. Failing to present this estimate to the repairing garage before repair may result in additional expenses to you. A USAA appraiser must authorize any supplement to this estimate. Repairs to this vehicle may require specific welding equipment as recommended by the manufacturer.

**Visit USAA by logging onto the web at "USAA.COM" or call 1-800-531-USAA **

0901119c99639886

USAA Confidential

Hood_USAA_0373

02363

Estimate of Record

2011 CHEV EQUINOX 4X2 LT2 4D UTV 6-3.0L-FI grey

Estimate calculated using a preset user threshold amount for the paint and material cost.

The glass part price, kit and labor has been calculated by USAA's Glass Administrator, Safelite Auto Glass based on market pricing for your area. Please call Safelite at 1-800-826-0914 to arrange for the work to be completed for the cost listed on this estimate.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1GV10, CCC Data Date 9/9/2014, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Allgn. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

USAA Confidential

Estimate of Record

2011 CHEV EQUINOX 4X2 LT2 4D UTV 6-3.0L-FI grey

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

0901119c90539256

USAA Confidential

Hood_USAA_0375

02365

Estimate of Record

2011 CHEV EQUINOX 4X2 LT2 4D UTV 6-3.0L-FI grey

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
20	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM1000907PP A/M CAPA Bumper cover Quote: 18312905 Expires: 12/25/14	$ 421.00
24	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM1070261N A/M NSF Energy absorber Quote: 18312905 Expires: 12/25/14	$ 140.00
25	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM1006668DSN A/M NSF Impact bar Quote: 18312905 Expires: 12/25/14	$ 246.00
26	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM1200622C A/M CAPA Upper grille w/chrome Quote: 18312905 Expires: 12/25/14	$ 143.00
28	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM2503338C A/M CAPA RT Headlamp assy LS & LT Quote: 18312905 Expires: 12/25/14	$ 313.00
30	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM2502338 A/M LT Headlamp assy LS & LT Quote: 18312905 Expires: 12/25/14	$ 305.00
31	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM2593157C A/M CAPA RT Fog lamp assy Quote: 18312905 Expires: 12/25/14	$ 93.00
33	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM2593157N A/M NSF LT Fog lamp assy Quote: 18312905 Expires: 12/25/14	$ 93.00
36	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219	#GM1225278C A/M CAPA Radiator support Quote: 18312905	$ 418.00

USAA Confidential

Estimate of Record

2011 CHEV EQUINOX 4X2 LT2 4D UTV 6-3.0L-FI grey

	(904) 354-2400	Expires: 12/25/14	
40	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#RAD13139 A/M Radiator Quote: 18312905 Expires: 12/25/14	$ 206.00
42	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#CND3789 A/M Condenser Quote: 18312905 Expires: 12/25/14	$ 157.00
44	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM1230394C A/M CAPA Hood Quote: 18312905 Expires: 12/25/14	$ 579.00
47	KEYSTONE - JACKSONVILLE, FL 4101-1 Bulls Bay Highway JACKSONVILLE FL 32219 (904) 354-2400	#GM1240364PP A/M CAPA LT Fender Quote: 18312905 Expires: 12/25/14	$ 189.00
59	Go Auto Recycling Brian Shell 12270 New Kings Road Jacksonville FL 32219 (904) 765-4242	#14558F LKQ RT door assy +25% 000,S#14558F - R.	$ 625.00
62	LKQ - Savannah 1321 Hwy 80 West Garden City GA 31408 (800) 397-2474	#SAARJY LKQ RT door assy +25% RH,4DR,PW,WHT,01C R., VYNL DECALS S#R00345 - R.	$ 740.08
65	RYDELL CHEVROLET PARTS, PARTS 1324 E SAN MARNAN DR WATERLOO IA 50702 (888) 462-1197	#22842233 Opt OEM LT Unisde panel	$ 718.00

0901119c90539286

USAA Confidential

Hood_USAA_0377

02367

Estimate of Record

2011 CHEV EQUINOX 4X2 LT2 4D UTV 6-3.0L-FI grey

ALTERNATE PARTS USAGE

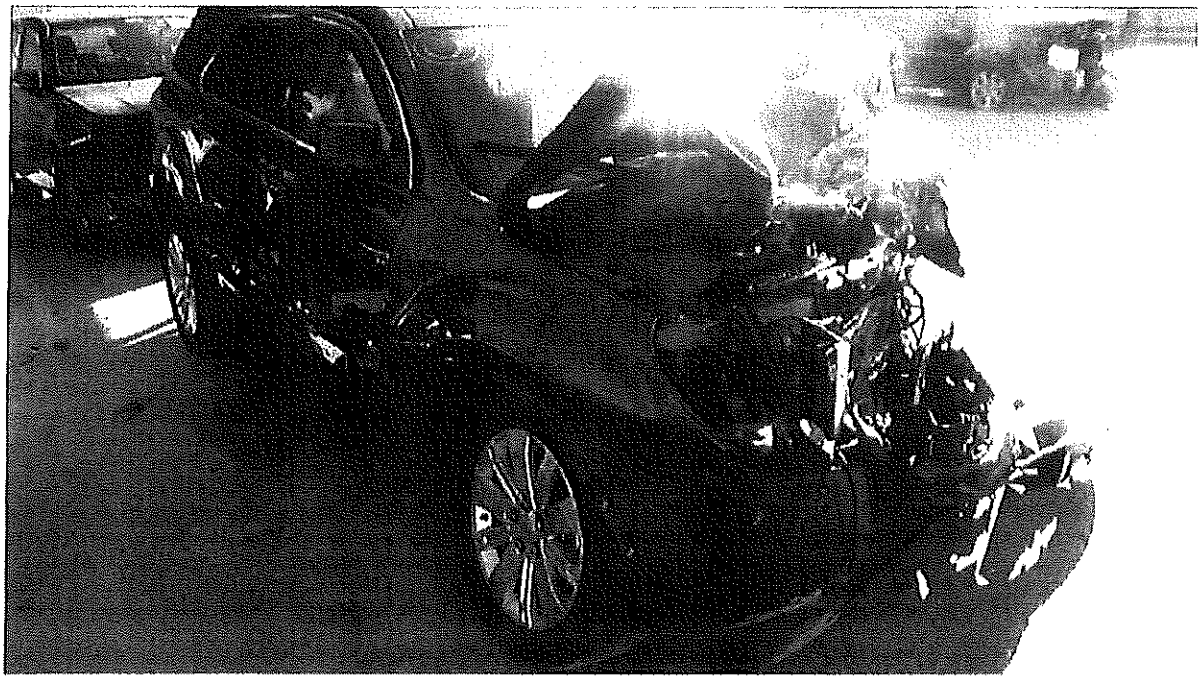
Year:	2011	Color:	grey Int: grey	License:		Production Date:	04/2011
Make:	CHEV	Body Style:	4D UTV	State:		Odometer:	UNK
Model:	EQUINOX 4X2 LT2	Engine:	6-3.0L-FI	VIN:	2CNFLPE54B6418470	Condition:	

Alternate Part Type	# Of Available Parts	# Of Parts Selected
Aftermarket	66	14
Optional OEM	29	1
Reconditioned	6	0
Recycled	37	2

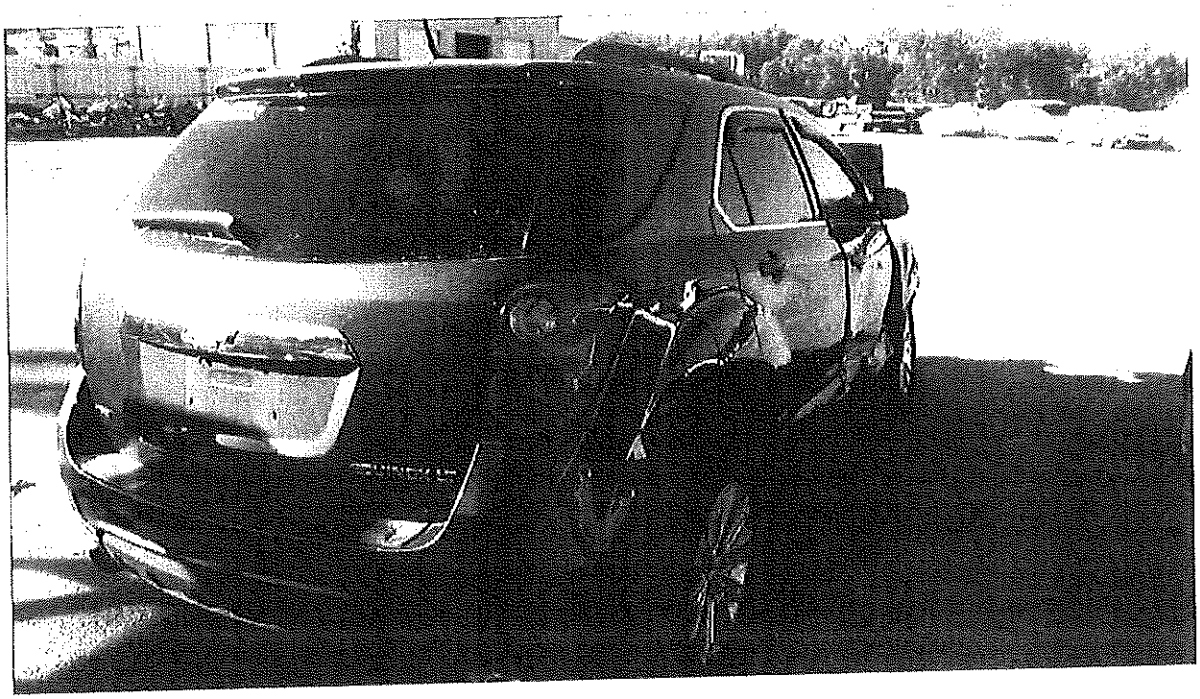
USAA Confidential

USAA Confidential

USAA Confidential



USAA Confidential



USAA Confidential

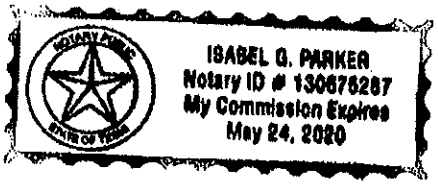
STATE OF TEXAS

Before me, the undersigned notary public for the State of Texas, on this day personally appeared Mary Ann Rice, Administrative Support Manager and custodian of records of United Services Automobile Association, and after being by me duly sworn and upon her oath says that an exact duplicate of the United Services Automobile Association, 01104 32 23U 7103 4, including any applicable endorsements and forms, issued to DAVID HOOD, effective on November 7, 2014, has been prepared under her direction and is attached hereto.

Mary Ann Rice,
Administrative Support Manager

Subscribed and sworn to before me by said Mary Ann Rice, Administrative Support Manager, this 27th day of March, 2017 at San Antonio, Texas, to certify which witness my hand and seal at office.

Isabel G. Parker
Notary Public
State of Texas
My commission expires on May 24, 2020



0901119c99fbc96b

USAA Confidential

USAA®

AUTOMOBILE POLICY PACKET

DAVID HOOD
MSG USA RET
832 N AYLESBURY RD
GOOSE CREEK SC 29445-5700

USAA 01104 32 23 7103 4

POLICY PERIOD: EFFECTIVE NOV 01 2014 TO MAY 01 2015

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

South Carolina law requires us to add Uninsured Motorists Bodily Injury and Underinsured Motorists Bodily Injury limits equal to your Bodily Injury limits. The law also requires Uninsured Motorists Property Damage and Underinsured Motorists Property Damage limits equal to your Property Damage limits. For more information about these limits, or to reject or lower them, please review the enclosed Offer of Additional Uninsured Motorists Coverage and Optional Underinsured Motorists Coverages notice.

Your Uninsured Motorists Coverage (UM), Underinsured Motorists (UIM), and Uninsured Motorists Property Damage (UMPD) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on usaa.com. Or you may call us at 1-800-531-USAA (8722).

Coverage for custom equipment will be limited to $5000 beginning with a future policy renewal. For details, please read the enclosed document Auto Policy Change Coming: $5000 Limit for Custom Equipment.

Windshield repair fraud is fast becoming more widespread. Read what you can do to protect yourself and help keep premiums affordable for all policyholders. Refer to the enclosed flier titled, "Prevent Windshield Repair Fraud."

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

To receive this document and others electronically, or manage your Auto Policy online, go to usaa.com.

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

ACS1

49708-0406

USAA Confidential

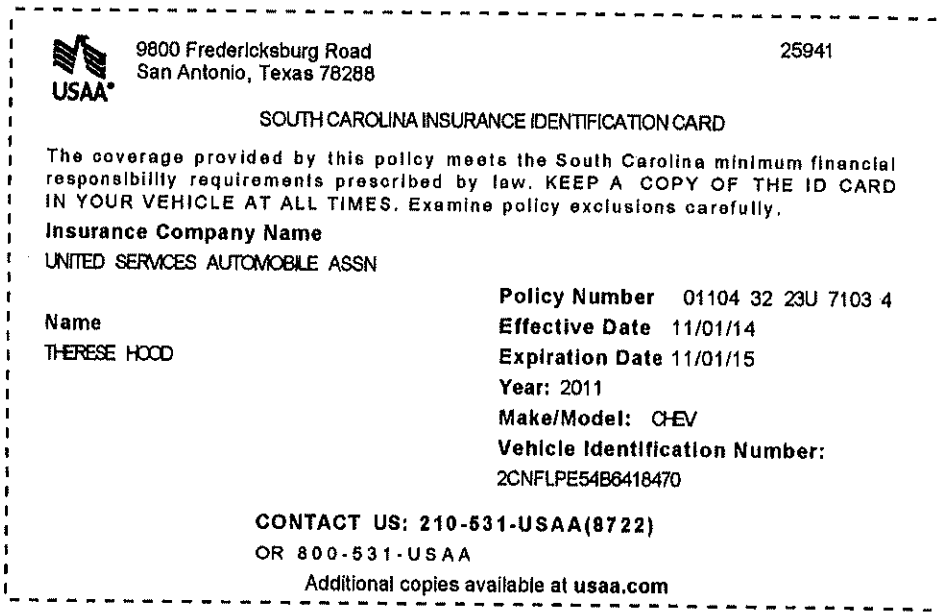
0901119c99fbc96b

THIS PAGE INTENTIONALLY LEFT BLANK

AUTOMOBILE POLICY PACKET CONTINUED

TEXTING & DRIVING ... It Can Wait! Join USAA in the movement against distracted driving by going to http://itcanwait.usaa.com to watch powerful videos and take the pledge to not text and drive!

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.



9800 Fredericksburg Road
San Antonio, Texas 78288

25941

USAA

SOUTH CAROLINA INSURANCE IDENTIFICATION CARD

The coverage provided by this policy meets the South Carolina minimum financial responsibility requirements prescribed by law. KEEP A COPY OF THE ID CARD IN YOUR VEHICLE AT ALL TIMES. Examine policy exclusions carefully.

Insurance Company Name
UNITED SERVICES AUTOMOBILE ASSN

Name
THERESE HOOD

Policy Number 01104 32 23U 7103 4
Effective Date 11/01/14
Expiration Date 11/01/15
Year: 2011
Make/Model: CHEV
Vehicle Identification Number:
2CNFLPE54B6418470

CONTACT US: 210-531-USAA(8722)
OR 800-531-USAA
Additional copies available at **usaa.com**

Automobile Insurance Identification Card

We've issued an identification card as evidence of liability insurance for your vehicle(s). This card is valid only as long as liability insurance remains in force.

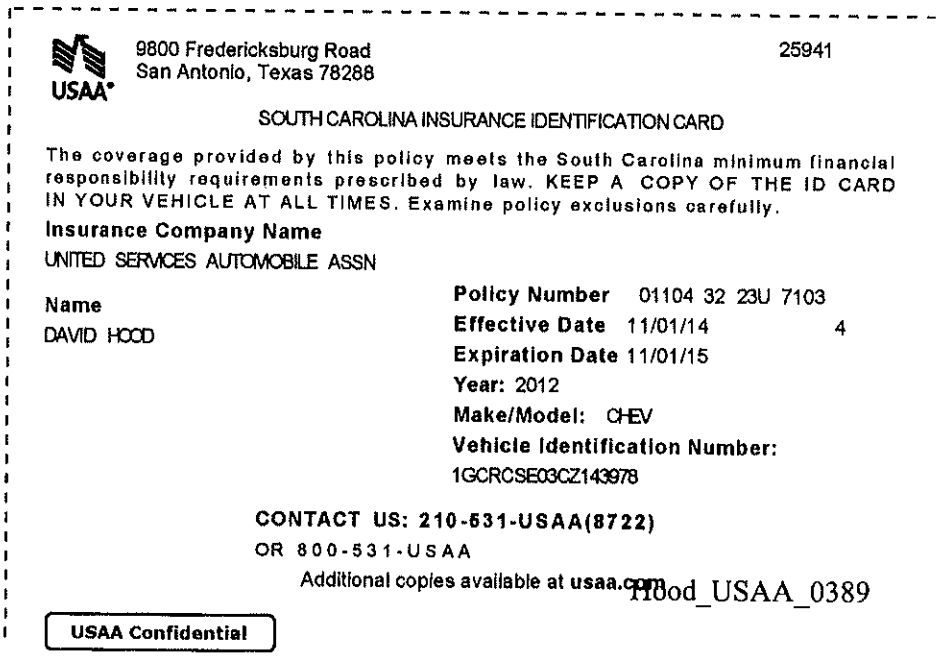
You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident or upon a law enforcement officer's request.

Keep a copy of the ID card in your vehicle at all times.

For your convenience, additional copies are available on usaa.com.

53SC2 Rev. 06-13

55078-0513__03



9800 Fredericksburg Road
San Antonio, Texas 78288

25941

USAA

SOUTH CAROLINA INSURANCE IDENTIFICATION CARD

The coverage provided by this policy meets the South Carolina minimum financial responsibility requirements prescribed by law. KEEP A COPY OF THE ID CARD IN YOUR VEHICLE AT ALL TIMES. Examine policy exclusions carefully.

Insurance Company Name
UNITED SERVICES AUTOMOBILE ASSN

Name
DAVID HOOD

Policy Number 01104 32 23U 7103
Effective Date 11/01/14 4
Expiration Date 11/01/15
Year: 2012
Make/Model: CHEV
Vehicle Identification Number:
1GCRCSE03CZ143978

CONTACT US: 210-531-USAA(8722)
OR 800-531-USAA
Additional copies available at **usaa.com**

Hood_USAA_0389

0901119c99fbc96b

USAA Confidential

ADDL INFO ON NEXT PAGE MAIL MCH-M-I

RENEWAL OF

UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State	Veh Terr	POLICY NUMBER
SC 114 114		01104 32 23U 7103 4

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE NOV 01 2014 TO MAY 01 2015

OPERATORS
01 DAVID HOOD
02 THERESE HOOD

Named Insured and Address

DAVID HOOD
MSG USA RET
832 N AYLESBURY RD
GOOSE CREEK SC 29445-5700

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE* SYM		WORK/SCHOOL Miles One Way	WORK/SCHOOL Days Per Week
09	11	CHEV	EQUINOX	4 DOOR	8000	2CNFLPE54B6418470		P		
10	12	CHEV	SLVRDO 1500	2+ DOOR	10000	1GCRCSE03CZ143978		P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W=Work/School; B=Business; F=Farm; P=Pleasure

VEH 09 GOOSE CREEK SC 29445-5700
VEH 10 GOOSE CREEK SC 29445-5700

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES / LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH 09 6-MONTH D=DED AMOUNT	VEH 09 6-MONTH PREMIUM $	VEH 10 6-MONTH D=DED AMOUNT	VEH 10 6-MONTH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $
PART A - LIABILITY								
BODILY INJURY EA PER $ 500,000								
EA ACC $ 500,000		105.02		142.41				
PROPERTY DAMAGE EA ACC $ 500,000		62.05		102.51				
PART B - PIP								
PERSONAL INJURY PROTECTION								
WORK LOSS BENEFIT AND ESSENTIAL SERVICES EXPENSES INCLUDED		11.46		12.61				
PART C - UNINSURED MOTORISTS								
BODILY INJURY EA PER $ 500,000								
EA ACC $ 500,000								
PROPERTY DAMAGE EA ACC $ 500,000	D 200	27.16	D 200	30.93				
PART C - UNDERINSURED MOTORISTS								
BODILY INJURY EA PER $ 500,000								
EA ACC $ 500,000								
PROPERTY DAMAGE EA ACC $ 500,000		52.20		59.45				
TOTAL PREMIUM - SEE FOLLOWING PAGE(S)								

LOSS PAYEE
VEH 09 ALLY FINANCIAL, COCKEYSVILLE MD
VEH 10 ALLY FINANCIAL, COCKEYSVILLE MD

ENDORSEMENTS: ADDED 11-01-14 - NONE
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- 5100SC(04) A043(04) A400SC(04)
ACCFOR(01) A401CW(02) A100SC(04) AOASA(01)
INFORMATION FORMS: CRARCW(03) 93984(01) 94629(01) 999SC(23)

G1
VEH 09 RMF60 00000 VEH 10 RMM58 00500 VEH

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date SEPTEMBER 26, 2014

Laura Bishop
Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

Hood_USAA_0390

6000 U 07-11
53461-07-11
0901119c99fbc96b

USAA Confidential

USAA®

UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State	Veh	POLICY NUMBER
SC	09 10	01104 32 23U 7103 4

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE NOV 01 2014 TO MAY 01 2015

Named Insured and Address

DAVID HOOD
MSG USA RET
832 N AYLESBURY RD
GOOSE CREEK SC 29445-5700

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE* SYM		WORK/SCHOOL Miles One Way	WORK/SCHOOL Days Per Week
09	11	CHEV	EQUINOX	4 DOOR	8000	2CNFLPE54B6418470		P		
10	12	CHEV	SLVRDO 1500	2+ DOOR	10000	1GCRCSE03CZ143978		P		

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * WC=Work/School; B=Business; F=Farm; P=Pleasure
VEH 09 GOOSE CREEK SC 29445-5700
VEH 10 GOOSE CREEK SC 29445-5700

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES / LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH 09 6-MONTH D=DED AMOUNT	VEH 09 6-MONTH PREMIUM $	VEH 10 6-MONTH D=DED AMOUNT	VEH 10 6-MONTH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $
PART D - PHYSICAL DAMAGE COVERAGE								
COMPREHENSIVE LOSS ACV LESS	D 300	44.18	D 300	94.94				
COLLISION LOSS ACV LESS	D 300	104.77	D 300	140.29				
RENTAL REIMBURSEMENT $ 30 A DAY/$ 900 MAXIMUM		18.00		18.00				
TOWING AND LABOR		6.63		6.63				
OTHER COVERAGES								
ADDL PERSONAL INJURY PROTECTION ADDL AGGREGATE LIMIT $49,000 WORK LOSS BENEFIT/ESSENTIAL SERVICES EXPENSES INCLUDED		6.30		7.01				
VEHICLE TOTAL PREMIUM		437.77		614.78				

6 MONTH PREMIUM $ 1066.50
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.

$ 13.95 IS INCLUDED IN YOUR 6 MONTH PREMIUM FOR ACCIDENT FORGIVENESS.

$ 95.77 HAS BEEN WAIVED DUE TO ACCIDENT FORGIVENESS.
ACCIDENT FORGIVENESS MUST REMAIN ON THE POLICY TO CONTINUE THE WAIVER.

$ 155.43 INCLUDED IN PREMIUM FOR VEH 10 AS A RESULT OF A CONVICTION(S).

SC UM ASSESSMENT $ 4.00

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

VEH 09 RMF60000000 VEH 10 RMM58005000 VEH VEH

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date SEPTEMBER 26, 2014

Laura Bishop
Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

State	Veh Terr	POLICY NUMBER
SC		01104 32 23U 7103 4

POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE NOV 01 2014 TO MAY 01 2015

Named Insured and Address

DAVID HOOD
MSG USA RET
832 N AYLESBURY RD
GOOSE CREEK SC 29445-5700

Description of Vehicle(s)

VEH	YEAR	TRADE NAME	MODEL	BODY TYPE	ANNUAL MILEAGE	IDENTIFICATION NUMBER	VEH USE* SYM		WORK/SCHOOL Miles One Way	WORK/SCHOOL Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated

* W/C=Work/School; B=Business; F=Farm;P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

COVERAGES / LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE)	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $	VEH D=DED AMOUNT	VEH PREMIUM $
$ 13.95 IS INCLUDED IN YOUR 6 MONTH PREMIUM FOR ACCIDENT FORGIVENESS.								
$ 95.77 HAS BEEN WAIVED DUE TO ACCIDENT FORGIVENESS. ACCIDENT FORGIVENESS MUST REMAIN ON THE POLICY TO CONTINUE THE WAIVER.								

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date SEPTEMBER 26, 2014

Laura Bishop
Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

Hood_USAA_0392

5000 U 07-11
53461-07-11
0901119c99fbc96b

USAA Confidential

USAA®

SUPPLEMENTAL INFORMATION

EFFECTIVE NOV 01 2014 TO MAY 01 2015

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 09		
ANNUAL MILEAGE DISCOUNT	-$	11.64
ANTI-THEFT DISCOUNT	-$	9.33
DAYTIME RUNNING LIGHTS DISCOUNT	-$	2.82
MULTI-CAR DISCOUNT	-$	66.48
PASSIVE RESTRAINT DISCOUNT	-$	2.89
VEHICLE 10		
ANTI-THEFT DISCOUNT	-$	22.02
DAYTIME RUNNING LIGHTS DISCOUNT	-$	3.92
MULTI-CAR DISCOUNT	-$	97.73
PASSIVE RESTRAINT DISCOUNT	-$	3.22

CONSUMER REPORT INFORMATION

United Services Automobile Association
USAA Casualty Insurance Company
USAA General Indemnity Company
Garrison Property and Casualty Insurance Company

Before renewing your automobile insurance policy, we requested and obtained a motor vehicle report for each operator listed on your policy. Information contained in the report(s), previously unknown to us, has affected your policy premium.

You may request, within 60 days of receipt of this notice, a free copy of any report we relied on. To do so, contact the company that provided the report(s) to us using one of the methods below:

LexisNexis Consumer Service Center
P.O. Box105108
Atlanta, GA 30348-5108

Toll-free in the U.S. - (800) 456-6004

www.consumerdisclosure.com

If you believe any report contains inaccurate or incomplete information, you may discuss with LexisNexis the possibility of amending the report. LexisNexis was only the provider of these reports, had no part in the decision regarding your policy premium, and is unable to answer questions about your policy. If you have questions about your policy, please contact us directly.

Auto Policy Change Coming: $5,000 Limit for Custom Equipment

Your renewal policy includes coverage for custom equipment that is permanently installed. The policy provides coverage for custom equipment without a dollar limit; however, beginning with a future policy renewal, coverage for custom equipment will be limited to $5,000 for each covered loss.

Many insurers limit coverage for custom equipment to $1,000 or $1,500. Because the majority of vehicles do not have more than $5,000 of custom equipment, our coverage limit will still provide great protection for most policyholders. If you have questions about custom equipment, call us at 1-800-531-USAA (8722).

Q: What is custom equipment?
A: Custom equipment includes, but isn't limited to, items such as TVs, GPS receivers and special wheel rims ("spinners") that aren't original manufacturer parts or equipment. Special paint jobs, including graphics and murals, are also considered custom equipment.

Q: How will I know when this coverage change is effective for my policy?
A: You'll receive notification in your policy renewal packet before the change becomes effective. Please call us at that time if your vehicle has custom equipment valued greater than $5,000, and we'll discuss coverage options.

Q: What if my custom equipment is valued at less than $5,000?
A: The $5,000 limit for custom equipment will be automatic with your policy renewal. No endorsement or additional premium will be required. Also, you won't need to provide a list of your custom equipment to us unless you make a claim.

Q: Will the $5,000 coverage limit apply to equipment that assists people who are disabled?
A: No. Coverage for custom equipment designed to assist people who are disabled will continue without a dollar limit.

Prevent Windshield Repair Fraud

Windshield repair fraud is an insurance scam that is becoming more common. We're concerned about these questionable practices, so we're providing some information to help protect you and USAA from fraudulent claims:

- Be cautious of auto glass installers soliciting work door-to-door or approaching you in parking lots.
- Be skeptical of aggressive sales tactics. Underhanded installers will often emphasize that "damaged" windshield is a safety hazard, and the damage can be repaired for free if you provide your insurance information.
- Be aware that if you agree to have work done by some repairers, repairs may be low quality, may not have a warranty, and you'll be hard-pressed to find the installer once the work has been completed.

These underhanded operators may be attempting to file an unnecessary insurance claim, resulting in insurance fraud. And, fraudulent claims could affect premiums for all policyholders.

If your windshield needs repair or replacement, please call us at 1-800-531-USAA (8722) before agreeing to any work. By working together, we can prevent unnecessary claims and keep rates affordable.

OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE

Automobile liability insurance coverage pays other motor vehicle drivers and their passengers for the damages caused by you and for which you are legally responsible. There are two types of automobile liability insurance coverage: bodily injury and property damage. Bodily injury coverage pays for bodily injuries to others inflicted by your motor vehicle. Property damage coverage pays for damages which your motor vehicle causes to other motor vehicles or property.

Under South Carolina law, we may refuse to write your automobile liability insurance for a number of reasons. If we decide to write your automobile liability insurance coverage, however, it must provide to you at least $25,000 of bodily injury for each person whom you may injure and $50,000 of bodily injury for two or more persons whom you may injure in any single accident. We must also provide to you at least $25,000 in property damage coverage for each accident which you may cause. You may have seen these limits described as $25,000/$50,000/$25,000 or 25-50-25. These limits are commonly known as minimum limits. In order to drive your automobile upon the roads of this State, you must have at least these minimum limits of insurance, unless you post a satisfactory bond or pay a $550 fee to drive uninsured. There is no requirement that we offer higher than the minimum limits of automobile liability insurance coverage. If we do not offer more than the minimum limits, you will be required to pay an additional premium for those increased limits of protection.

An insurer that writes your automobile liability insurance coverage must also offer two additional coverages which will protect you in the event you are damaged in an automobile accident by an at-fault driver who either has no automobile insurance or whose automobile insurance liability limits are less than your damages in that accident. These coverages are termed additional uninsured motorists coverage and optional underinsured motorists coverage, respectively. You may also see them referred to as UM and/or UIM. If you decide to purchase either of these coverages, you will be required to pay an additional premium for each of these coverages.

Uninsured motorists coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you may be legally entitled to collect as damages from an owner or operator of an at-fault uninsured motor vehicle. An uninsured motor vehicle is a motor vehicle which either has no liability insurance coverage or is operated by a hit-and-run driver. By law, your automobile insurance policy automatically provides uninsured motorists coverage of $25,000/$50,000/$25,000. There is a $200 deductible for uninsured property damage claims.

You also have the right to buy additional uninsured motorists coverage, in various limits up to the limits of liability coverage you have purchased. The limits of additional uninsured motorist coverage which we are authorized to write and for which you are eligible are shown on this form, together with the additional premium for those increased limits. You may not purchase uninsured motorist coverage with limits in excess of your liability limits.

Underinsured motorists coverage compensates you, or other persons insured under your automobile insurance policy, for amounts which you legally may be entitled to collect as damages from an owner or operator of an at-fault underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle which is covered by some form of liability insurance, but which is insufficient to fully compensate you for your damages.

Your automobile insurance policy does not automatically provide any underinsured motorists coverage. However, you have the right to buy, and we are required to offer, optional underinsured motorists coverage in various limits up to the limits of liability coverage you have purchased. The limits of optional underinsured motorists coverage which we are authorized to write and for which you are eligible are shown on this form, together with the additional premiums for those limits. You may not purchase underinsured motorist coverage with limits in excess of your liability limits.

If you reject optional underinsured or additional uninsured motorist coverages shown on this form and if you are involved in an automobile accident that is not your fault, this form may be used by us as evidence against you if you make a claim for additional uninsured motorists coverage or optional underinsured motorists coverage.

If you do not complete this form and return it to us within 30 days, we are required by law to add additional uninsured motorists coverage and optional underinsured motorist coverage, in the same limits as the automobile liability insurance, to your automobile insurance policy. You will be required to pay an additional premium for each of these coverages and your policy may be cancelled for non-payment of that additional premium.

In the future, if you wish to increase or to decrease your limits of additional uninsured motorist coverage or optional underinsured motorist coverage, you must contact us. You will not be presented with another copy of this form by us upon renewal of your automobile liability insurance policy. You will not be presented with another copy of this form by us when you extend, change, supersede, or replace your automobile liability insurance policy. You may also complete this form online at usaa.com.

Please read this form carefully. We must answer any questions which you may have. If you have any questions, please call Policy Service at 1-800-531-USAA (8722).

If you have any further questions, you may contact the Department of Insurance at:

Office of Consumer Services
South Carolina Department of Insurance
1201 Main Street., Suite 1000, Columbia, SC 29201
(803) 737-6180
(800) 768-3467 E-mail address: consumers@doi.sc.gov.

REJECTION/SELECTION FORM

Minimum limits of Uninsured Motorists (UM) Coverage are automatically provided. If you wish to purchase additional UM, please select the limit desired. Underinsured Motorists (UIM) coverage is not automatically provided. If you wish to purchase UIM in either the base limit or an additional limit, please select the limit desired. The premiums below reflect the total premium for this coverage for all the vehicles insured on your policy. The coverage–limit combinations displayed in this form are examples. You can create other combinations of the coverage limits displayed in this example.

THESE LIMITS CANNOT EXCEED YOUR AUTOMOBILE INSURANCE LIABILITY LIMITS.

(Semi–annual premiums per policy)

To make a change to your current policy, you must check one of the following boxes or enter your desired UM limits:

UM Premium		Available Limits UM/UIM/BI / UM/UIM/PD Per person/per accident		UIM Premium	
$	30.89	☐	$ 25,000/$ 50,000 /$ 25,000	☐	$ 49.53
$	34.80	☐	$ 50,000/$ 100,000 /$ 25,000	☐	$ 61.64
$	40.38	☐	$ 100,000/$ 200,000 /$ 50,000	☐	$ 76.50
$	44.77	☐	$ 100,000/$ 300,000 /$ 100,000	☐	$ 81.17
$	49.38	☐	$ 300,000/$ 500,000 /$ 100,000	☐	$ 96.92
$	56.30	☐	$ 500,000/$ 500,000 /$ 300,000	☐	$ 110.13
$	58.56	☐	$ 500,000/$ 1,000,000 /$ 500,000	☐	$ 113.27
$	63.16	☐	$ 1,000,000/$ 1,000,000 /$ 500,000	☐	$ 134.66

If you prefer a combination of UM limits other than those shown above, please enter those desired here:

UM (Per person/per accident)

$ _____ /$ _____ /$ _____

UIM (Per person/per accident)

$ _____ /$ _____ /$ _____

☐ I do not wish to purchase additional UM coverage. ☐ I do not wish to purchase optional UIM coverage.

By my signature, I acknowledge that I have read – or I have had read to me – the above explanations and offers of additional uninsured motorists coverage and optional underinsured motorists coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under either of these coverages is subject both to the terms and conditions of my automobile insurance policy and to the State of South Carolina's law.

I also acknowledge that I have personally marked this form to indicate the coverages and amounts of coverage I wish to purchase. At the time of this signature, no other person has written on, typed in or in any other way marked this form.

USAA Number: _____ Phone Number: _____ Today's Date: _____

Type or Print Your Name: _____

Signature: _____

Address: _____

Please complete this form and fax it to 1–800–531–8877 or mail it to USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288; or complete this form on usaa.com

If this form is sent by facsimile machine (fax), the sender adopts the document USAA receives as a duplicate original and adopts the signature the receiving fax machine produces as the sender's original signature.

THIS PAGE INTENTIONALLY LEFT BLANK

USAA
9800 Fredericksburg Road
San Antonio, Texas 78288

SOUTH CAROLINA AUTO POLICY

READ YOUR POLICY, DECLARATIONS AND ENDORSEMENTS CAREFULLY

The automobile insurance contract between the named insured and the company shown on the Declarations page consists of this policy plus the Declarations page and any applicable endorsements. The Quick Reference section outlines essential information contained in the Declarations and the major parts of the policy.

The policy provides the coverages and amounts of insurance shown in the Declarations for which a premium is shown.

This is a participating policy. You are entitled to dividends as may be declared by the company's Board of Directors.

If this policy is issued by United Services Automobile Association ("USAA"), a reciprocal interinsurance exchange, the following apply:

By purchasing this policy you are a member of USAA and are subject to its bylaws.

This is a non-assessable policy. You are liable only for the amount of your premium as USAA has a free surplus in compliance with Article 19.03 of the Texas Insurance Code of 1951, as amended.

The USAA Board of Directors may annually allocate a portion of USAA's surplus to Subscriber's Savings Accounts. Amounts allocated to such accounts remain a part of USAA's surplus and may be used as necessary to support the operations of the Association. A member shall have no right to any balance in the member's account except until following termination of membership, as provided in the bylaws.

QUICK REFERENCE

	DECLARATIONS PAGE
	Named Insured and Address Policy Period Operators Description of Vehicle(s) Coverages, Amounts of Insurance and Premiums Endorsements
Beginning on Page 3	Agreement and Definitions
Part A 4	Liability Coverage
	Definitions Insuring Agreement Bodily Injury Liability Coverage and Property Damage Liability Coverage Limit of Liability Supplementary Payments Exclusions Out of State Coverage Other Insurance
Part B 6	Personal Injury Protection Coverage
	Definitions Insuring Agreement Personal Injury Protection Coverage Air Bag and Seat Belt Benefits Limit of Liability Exclusions Other Insurance Conditions Arbitration
Part B 10	Medical Payments Coverage
	Definitions Insuring Agreement Medical Payments Coverage Limit of Liability Exclusions Other Insurance Special Provisions Arbitration
Part C 12	Uninsured Motorists Coverage Underinsured Motorists Coverage
	Definitions Insuring Agreement Uninsured Motorists Coverage Underinsured Motorists Coverage Limit of Liability Exclusions Other Insurance Conformity To Statute Non-Duplication Arbitration
	(Quick Reference continued on Page 2)

0901119c99fbc96b

USAA Confidential

02391

Part D 19	Physical Damage Coverage
	Definitions Insuring Agreement Comprehensive Coverage Collision Coverage Full Safety Glass Rental Reimbursement Coverage Towing and Labor Costs Coverage Limit of Liability Payment of Loss Loss Payable Clause Waiver of Collision Deductible Exclusions No Benefit to Bailee Other Sources of Recovery Appraisal

Part E 22	General Provisions
	Air Bag Bankruptcy Changes Duties After an Accident or Loss Legal Action Against Us Misrepresentation Non-duplication of Payment Our Right to Recover Payment Ownership Policy Period and Territory Termination Transfer of Your Interest in this Policy Two or More Auto Policies

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages and limits of liability for which a premium is shown in the Declarations.

DEFINITIONS

The words defined below are used throughout this policy. They are in boldface when used.

A. You and your refer to the "named insured" shown in the Declarations and spouse if a resident of the same household.

B. We, us, and our refer to the Company providing this insurance.

C. Auto business means the business of altering, customizing, leasing, parking, repairing, road testing, delivering, selling, servicing, or storing vehicles.

D. Bodily injury (referred to as BI) means bodily harm, sickness, disease or death.

E. Family member means a person related to you by blood, marriage, or adoption who is a resident of your household. This includes a ward or foster child.

F. Miscellaneous vehicle means the following motorized vehicles: a motorcycle, moped or similar type vehicle; motor home; golf cart; snowmobile; all-terrain vehicle; or dune buggy.

G. Occupying means in, on, getting into or out of.

H. Property damage (referred to as PD) means physical injury to, destruction of, or loss of use of tangible property.

I. Temporary substitute vehicle means a private passenger auto, pickup, van, miscellaneous vehicle or trailer not owned by you or a family member while it is used as a temporary replacement for your covered auto when withdrawn from normal use because of its breakdown, repair, servicing, loss, or destruction.

J. Trailer means a vehicle designed to be pulled by a private passenger auto, pickup, van, or miscellaneous vehicle. It also means a farm wagon or implement while towed by such vehicles.

K. Van means a four-wheeled land motor vehicle of the van type with a load capacity of not more than 2,000 pounds.

L. Your covered auto means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles acquired by you or a family member during the policy period, beginning on the date you or a family member becomes the owner, but only if no other insurance policy provides coverage for such vehicle:
   a. A private passenger auto;
   b. A pickup or van; or
   c. A miscellaneous vehicle not used in any business or occupation.

   For such newly acquired vehicles, we will automatically provide the broadest coverages as are provided for any vehicle shown in the Declarations. If your policy does not provide Comprehensive and Collision coverages, we will provide each with a $250 deductible. However, we will not provide any coverage for more than 30 days after the date you or a family member becomes the owner of the vehicle. If you wish to continue any coverage beyond the 30-day period, you must request it prior to the end of the 30-day period.
3. Any trailer you own.
4. Any temporary substitute vehicle. Only those coverages provided for the vehicle withdrawn from normal use will be extended to its temporary substitute vehicle.

PART A - LIABILITY COVERAGE

DEFINITIONS

Covered person as used in this Part means:

1. You or any family member for the ownership, maintenance, or use of any auto or trailer.
2. Any person using your covered auto.
3. Any other person or organization, but only with respect to legal liability imposed on them for the acts or omissions of a person for whom coverage is afforded in 1. or 2. above. With respect to an auto or trailer other than your covered auto, this provision only applies if the other person or organization does not own or hire the auto or trailer.

The following are not covered persons under Part A:

1. The United States of America or any of its agencies.
2. Any person with respect to BI or PD resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the BI or PD.

INSURING AGREEMENT

We will pay damages for BI or PD for which any covered person becomes legally liable because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. Our duty to settle or defend ends when our limit of liability for these coverages has been paid or tendered. We have no duty to defend any suit or settle any claim for BI or PD not covered under this policy.

LIMIT OF LIABILITY

For BI sustained by any one person in any one auto accident, our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the limit of liability shown in the Declarations for "each person" for BI Liability. Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for BI Liability is our maximum limit of liability for all damages for BI resulting from any one auto accident. The limit of liability shown in the Declarations for "each accident" for PD Liability is our maximum limit of liability for all damages to all property resulting from any one auto accident.

These limits are the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

However, if a policy provision that would defeat coverage for a claim under this Part is declared to be unenforceable as a violation of the state's Financial Responsibility law, our limit of liability will be the minimum required by the state's Financial Responsibility law.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of a covered person:

1. Premiums on appeal bonds and bonds to release attachments in any suit we defend. But we will not pay the premium for bonds with a face value over our limit of liability shown in the Declarations.
2. Prejudgment interest awarded against the covered person on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to $100 a day for loss of wages because of attendance at hearings or trials at our request.

USAA Confidential

0901119c99fbc96b

02394

5. The amount a covered person must pay to the United States Government because of damage to a government-owned private passenger auto, pickup, or van which occurs while the vehicle is in the care, custody, or control of a covered person. The most we will pay is an amount equal to one month of the basic salary of the covered person at the time of loss. Only Exclusions A.1. and A.8. apply.
6. Other reasonable expenses incurred at our request.
7. All defense costs we incur.

EXCLUSIONS

A. We do not provide Liability Coverage for any covered person:
   1. Who intentionally acts or directs to cause BI or PD, or who acts or directs to cause with reasonable expectation of causing, BI or PD. This exclusion applies only to the extent that the limit of liability for this coverage exceeds BI limit of $15,000 for each person and $30,000 for each accident and PD limit of $10,000.
   2. For PD to property owned or being transported by a covered person.
   3. For PD to property rented to, used by, or in the care of any covered person. This does not apply to damage to a residence or garage.
   4. For BI to an employee of that person which occurs during the course of employment. This exclusion (A.4.) does not apply to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
   5. For that person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons for a fee. This exclusion (A.5.) does not apply to a share-the-expense car pool.
   6. While employed or otherwise engaged in the auto business. This exclusion (A.6.) does not apply to the ownership, maintenance, or use of your covered auto by you, any family member, or any partner, agent, or employee of you or any family member.
   7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation other than the auto business, farming, or ranching. This exclusion (A.7.) does not apply to the maintenance or use of a private passenger auto; a pickup or van that you own; or a trailer used with these vehicles.
   8. Using a vehicle without expressed or implied permission.
   9. For BI or PD for which that person is an insured under any nuclear energy liability policy. This exclusion (A.9.) applies even if that policy is terminated due to exhaustion of its limit of liability.
   10. For BI or PD occurring while your covered auto is rented or leased to others.

B. We do not provide Liability Coverage for the ownership, maintenance, or use of:
   1. Any vehicle that is not your covered auto unless that vehicle is:
      a. A four or six wheel land motor vehicle designed for use on public roads with a rated load capacity of no more than 2000 pounds;
      b. A moving van for personal use;
      c. A miscellaneous vehicle having at least four wheels; or
      d. A vehicle used in the business of farming or ranching.
   2. Any vehicle, other than your covered auto, that is owned by you, or furnished or available for your regular use.
   3. Any vehicle, other than your covered auto, that is owned by, or furnished or available for the regular use of, any family member.

This exclusion (B.3.) does not apply to your maintenance or use of such vehicle.

4. Any vehicle while being operated in, or in practice for, any speed contest.

C. There is no coverage for BI or PD for which a covered person becomes legally responsible to pay a member of that covered person's family residing in that covered person's household. This exclusion applies only to the extent that the limit of liability for this coverage exceed BI limit of $15,000 for each person and $30,000 for each accident and PD limit of $10,000.

D. There is no coverage for liability assumed by any covered person under any contract or agreement.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which your covered auto is principally garaged, your policy will provide at least the minimum amounts and types of coverages required by law. However, no one will be entitled to duplicate payments for the same elements of loss.

OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide to a covered person with respect to the following vehicles shall be excess over (1) any other applicable liability insurance or (2) any self-insurance in compliance with a state's financial responsibility law:

a. A vehicle you do not own; or

b. Your covered auto while in the possession of an auto business.

PART B - PERSONAL INJURY PROTECTION COVERAGE

DEFINITIONS

A. Air Bag means a supplemental passive restraint system commonly referred to as an air bag which is originally installed by the vehicle manufacturer and which, at the time of the accident, had not been made inoperable through modification, deactivation, disconnection, switching off or prior deployment.

B. Auto means a motor vehicle of the kind required to be registered under the South Carolina Motor Vehicle Registration and Licensing Act.

C. Beneficiary means (in order of priority of payment):

1. The surviving spouse if a resident in the same household as the deceased at the time of the accident; or

2. If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the accident; or

3. The estate of the deceased.

D. Covered person as used in this Part means:

1. For Personal Injury Protection Coverage:

a. You or any family member; or

b. Anyone else who sustains BI while:

1. occupying your covered auto; or

2. a pedestrian;

as a result of an accident involving your covered auto.

2. For Air Bag and Seat Belt Benefits:

a. You or any family member while occupying any auto;

b. Any other person while occupying your covered auto.

E. Medically necessary and appropriate medical services are those services or supplies provided or prescribed by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by us or someone on our behalf, are required to identify or treat BI caused by an auto accident and sustained by a covered person and that are:

USAA Confidential

(PART B Cont'd.)

1. Consistent with the symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
2. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
3. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
4. Not primarily for the convenience of the covered person, his or her physician, hospital, or other health care provider;
5. The most appropriate supply or level of service that can be safely provided to the covered person; and
6. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment.

However, medically necessary and appropriate medical services do not include the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or supplies, which means services or supplies that we determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed;
3. Inpatient services or supplies provided to the covered person, when these could safely have been provided to the covered person as an outpatient.

F. Reasonable fee is the amount, as determined by us or someone on our behalf, which we will pay for charges made by a licensed hospital, licensed physician, or other licensed medical provider for medically necessary and appropriate medical services. We will pay the lesser of:

1. The actual charge;
2. The charge negotiated with a provider; or
3. The charge determined by a statistically valid database that is designed to reflect charges for the same or comparable services or supplies in the same or similar geographic region. The database will also reflect, where applicable, (a) the value of the actual medical services based on a nonspecialty specific relative value scale for the services relative to other services and, (b) in the case of new procedures, services, or supplies, a comparison to commonly-used procedures, services, or supplies.

G. Seat Belt means manual or automatic safety belts or seat and shoulder restraints or a child restraint device. Both the lap and shoulder restraints must be worn at the time of the accident for coverage to apply. If the covered person is a child, the child restraint device must meet federal motor vehicle safety standards and must be one recommended by its manufacturer as appropriate for use by children of like age and weight. The child must be properly seated and restrained within the device and the device must be attached to the interior of the vehicle in accordance with the manufacturer's instructions.

INSURING AGREEMENT

A. Personal Injury Protection Coverage. We will pay personal injury protection benefits to or for a covered person who sustains BI. The BI must be caused by an accident and result from the ownership, maintenance or use of an auto as an auto.

We, or someone on our behalf, will review and audit claims for personal injury protection benefits under this coverage. We are only obligated to pay expenses for benefits described below:

1. Medical Expenses. The reasonable fee for medically necessary and appropriate medical services incurred within 3 years from the date of the accident for a covered person's care or recovery.

This includes remedial care and treatment rendered in accordance with a recognized religious or licensed method of healing.

Only semi-private hospital room charges will be paid unless special or intensive care is required.

2. Funeral Expense. Reasonable funeral and burial expense incurred.

3. Work Loss Benefits. Benefits for loss of income during the:

   a. Three years from the date of the accident; and

   b. Lifetime of the covered person.

   Work loss applies only if the covered person was an income or wage producer at the time of the accident.

4. Essential Services Expenses. Necessary and reasonable expenses incurred during the:

   a. Three years from the date of the accident and

   b. Lifetime of the covered person;

   for services which are ordinarily performed by the covered person for the care and maintenance of his or her family. Essential services apply only if the covered person was not an income or wage producer at the time of the accident.

B. Air Bag and Seat Belt Benefits. We will provide the benefits described only if at the time of the accident, Personal Injury Protection Coverage was provided by the policy and the covered person for whom benefits are sought was:

   1. Wearing a seat belt; or

   2. Wearing a seat belt and occupying a seat in an automobile in which he was protected by an air bag; and

   3. Entitled to collect benefits for medical expenses incurred as a result of the accident under the terms of the policy's Personal Injury Protection Coverage.

We will pay a Death Benefit of $15,000 to the beneficiary of a covered person who dies as the direct result of BI sustained in an automobile accident while wearing a seat belt. We will pay an Additional Death Benefit of $10,000 to the beneficiary of a covered person who dies as a direct result of BI sustained in an automobile accident while wearing a seat belt and occupying a seat protected by an air bag. In either case, death must occur within three years of the date of the accident.

LIMIT OF LIABILITY

A. Personal Injury Protection Coverage. One thousand dollars ($1,000) is our maximum limit of liability for each covered person injured in any one auto accident. This is the most we will pay regardless of the number of:

   1. Covered persons;

   2. Claims made;

   3. Vehicles or premiums shown in the Declarations;

   4. Vehicles involved in the accident; or

   5. Insurers providing no-fault benefits.

B. The maximum Death Benefit we will pay under Air Bag and Seat Belt Benefits is $15,000 for death of any one covered person. The maximum Additional Death Benefit we will pay for death of any one covered person is $10,000. These amounts are the most we will pay regardless of the number of vehicles to which this coverage applies, the number of coverages or premiums shown in the Declarations.

   No one will be entitled to receive duplicate payments for the same elements of loss.

EXCLUSIONS

We do not provide any coverage or benefits under this Part for BI:

1. Sustained by any covered person who:

   a. Intentionally causes the accident resulting in the injury; or

   b. Operates or voluntarily rides in a vehicle known by that person to be stolen; or

USAA Confidential

0901119c99fbc96b

02398

c. Is committing a felony; or

d. Fails to stop an auto he or she is operating when signaled by any law enforcement vehicle by means of a siren or flashing light.

2. To any covered person while occupying, or while a pedestrian as a result of an accident involving an auto (other than your covered auto) insured for personal injury protection.

3. Sustained by a pedestrian, if the accident occurs outside South Carolina. This exclusion does not apply to:

   a. You; or

   b. Any family member.

4. Sustained by any covered person resulting from the maintenance or use of an auto while located for use as a residence or premises.

5. Caused by or as a consequence of:

   a. Discharge of a nuclear weapon (even if accidental);

   b. War (declared or undeclared);

   c. Civil war;

   d. Insurrection; or

   e. Rebellion or revolution.

6. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

   a. Nuclear reaction;

   b. Radiation; or

   c. Radioactive contamination.

7. Sustained by any covered person arising out of the ownership, maintenance or use of a motorcycle by such person.

8. Sustained by you or any family member while occupying any auto owned by you which is not your covered auto.

9. Sustained by any family member while occupying any auto owned by that family member.

OTHER INSURANCE

No person shall recover benefits from more than one policy or one insurer on either a duplicate or supplemental basis, regardless of the number of motor vehicles covered or insurers (including self-insurers).

The Death Benefit and Additional Death Benefit provided by Air Bag and Seat Belt Benefits will be paid in addition to any death benefit payable under the policy's Personal Injury Protection Coverage.

If there is other applicable air bag and seat belt benefits, the maximum limit of our liability for the death of any one covered person under all such policies shall not exceed $15,000 for the Death Benefit and $10,000 for the Additional Death Benefit.

CONDITIONS

The Air Bag and Seat Belt Benefits coverage provided is subject to all provisions and conditions of the policy's Personal Injury Protection Coverage and to the policy's general conditions, except as specifically modified herein.

ARBITRATION

If we and a covered person do not agree:

1. On the reasonable fee;

2. That expenses are reasonable;

3. Whether services or supplies are medically necessary and appropriate medical services; or

4. Whether there is coverage under the terms of the Insuring Agreement for Part B.

then, that disagreement may be arbitrated, provided both parties so agree. This arbitration shall be limited to the aforementioned issues and shall not address any other coverage questions. Any arbitration finding that goes beyond the aforementioned issues shall be voidable by us or the covered person involved in the disagreement.

(PART B Cont'd.)

If both parties agree to arbitrate, each party will select an arbitrator, and those two arbitrators will select a third. If the two arbitrators cannot agree on a third within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the covered person lived at the time of the accident, and local rules of law as to procedure and evidence will apply. A decision agreed to by two or more of the arbitrators will be binding up to an amount that, when added to amounts previously paid by us, does not exceed the limit of liability for this coverage.

PART B - MEDICAL PAYMENTS COVERAGE

DEFINITIONS

A. Covered person as used in this Part means:

1. You or any family member while occupying any auto.
2. Any other person while occupying your covered auto.
3. You or any family member while not occupying a motor vehicle if injured by:
   a. A motor vehicle designed for use mainly on public roads;
   b. A miscellaneous vehicle;
   c. A trailer.

B. Medically necessary and appropriate medical services are those services or supplies provided or prescribed by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by us or someone on our behalf, are required to identify or treat BI caused by an auto accident and sustained by a covered person and that are:

1. Consistent with the symptoms, diagnosis, and treatment of the covered person's injury and appropriately documented in the covered person's medical records;
2. Provided in accordance with recognized standards of care for the covered person's injury at the time the charge is incurred;
3. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
4. Not primarily for the convenience of the covered person, his or her physician, hospital, or other health care provider;
5. The most appropriate supply or level of service that can be safely provided to the covered person; and
6. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment.

However, medically necessary and appropriate medical services do not include the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or supplies, which means services or supplies that we determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed;
3. Inpatient services or supplies provided to the covered person, when these could safely have been provided to the covered person as an outpatient.

C. Reasonable fee is the amount, as determined by us or someone on our behalf, which we will pay for charges made by a licensed hospital, licensed physician, or other licensed medical provider for medically necessary and appropriate medical services. We will pay the lesser of:

1. The actual charge;
2. The charge negotiated with a provider; or

USAA Confidential

0901119c99fbc96b

02400

(PART B Cont'd.)

3. The charge determined by a statistically valid database that is designed to reflect charges for the same or comparable services or supplies in the same or similar geographic region. The database will also reflect, where applicable, (a) the value of the actual medical services based on a nonspecialty specific relative value scale for the services relative to other services and, (b) in the case of new procedures, services, or supplies, a comparison to commonly-used procedures, services, or supplies.

INSURING AGREEMENT

Medical Payments Coverage. We will pay only the reasonable fee for medically necessary and appropriate medical services and the reasonable expense for funeral services because of BI caused by an auto accident, sustained by a covered person and incurred for services rendered within three years of the date of the accident.

A provider of medical services may charge more than the limits established by this policy's defined terms, but such additional charges are not covered. We or someone on our behalf will review, by audit or otherwise, claims for benefits under this coverage to determine whether fees and expenses were reasonable and whether treatment was medically necessary and appropriate.

LIMIT OF LIABILITY

The following provisions represent the most we will pay regardless of the number of covered persons, claims made, vehicles or premiums shown in the Declarations, or vehicles involved in an auto accident.

A. The limit of liability shown in the Declarations for Medical Payments Coverage is the maximum limit of liability for each covered person injured in any one accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part C of this policy.

EXCLUSIONS

We do not provide benefits under this Part for any covered person for BI:

1. Sustained while occupying any vehicle that is not your covered auto unless that vehicle is:
   a. A four or six wheel land motor vehicle designed for use on public roads with a rated load capacity of no more than 2000 pounds;
   b. A moving van for personal use;
   c. A miscellaneous vehicle having at least four wheels; or
   d. A vehicle used in the business of farming or ranching.
2. Sustained while occupying your covered auto when it is being used to carry persons for a fee. This does not apply to a share-the-expense car pool.
3. Sustained while occupying any vehicle located for use as a residence.
4. Occurring during the course of employment if workers' compensation benefits are required or available.
5. Sustained while occupying, or when struck by, any vehicle, other than your covered auto, that is owned by you or furnished or available for your regular use.
6. Sustained while occupying, or when struck by, any vehicle, other than your covered auto, that is owned by or furnished or available for the regular use of any family member. This does not apply to you.
7. Sustained while occupying a vehicle without expressed or implied permission.
8. Sustained while occupying a vehicle when it is being used in the business or occupation of a covered person. This does not apply to BI sustained while occupying a private passenger auto; a pickup or van you own; or a trailer used with these vehicles.

(PART B Cont'd.)

9. Caused by or as a consequence of war, insurrection, revolution, nuclear reaction, or radioactive contamination.
10. Sustained while occupying your covered auto while it is rented or leased to others.
11. Sustained while a participant in, or in practice for, any speed contest.

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

SPECIAL PROVISIONS

If your covered auto and every other motor vehicle you own are within the policy territory referred to in Part E, General Provisions, then coverage under Part B will apply to you and any family member anywhere in the world.

ARBITRATION

If we and a covered person do not agree:

1. On the reasonable fee;
2. That expenses are reasonable;
3. Whether services or supplies are medically necessary and appropriate medical services; or
4. Whether there is coverage under the terms of the Insuring Agreement for Part B.

then, that disagreement may be arbitrated, provided both parties so agree. This arbitration shall be limited to the aforementioned issues and shall not address any other coverage questions. Any arbitration finding that goes beyond the aforementioned issues shall be voidable by us or the covered person involved in the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator, and those two arbitrators will select a third. If the two arbitrators cannot agree on a third within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the covered person lived at the time of the accident, and local rules of law as to procedure and evidence will apply. A decision agreed to by two or more of the arbitrators will be binding up to an amount that, when added to amounts previously paid by us, does not exceed the limit of liability for this coverage.

PART C - UNINSURED MOTORISTS COVERAGE (referred to as UM) and UNDERINSURED MOTORISTS COVERAGE (referred to as UIM)

DEFINITIONS

A. Covered person as used in this Part means:
   1. You or any family member.
   2. Any other person occupying your covered auto.
   3. Any person for damages that person is entitled to recover because of BI to which this coverage applies sustained by a person described in 1. or 2. above.

   However, the definition of a covered person does not include the Government of the United States of America.

B. Uninsured motor vehicle means a land motor vehicle or trailer of any type:
   1. To which neither a liability bond or policy, nor cash or securities deposited with the State Treasurer, applies at the time of the accident.
   2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limits specified by the South Carolina Financial Responsibility Act.

USAA Confidential

0901119c99fbc96b

02402

3. That is a hit-and-run motor vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in BI or PD without hitting:

   a. You or any family member;

   b. A vehicle which you or any family member are occupying;

   c. Your covered auto; or

   d. Any of your property.

   If there is no physical contact with the hit-and-run vehicle the facts of the accident must be corroborated by an affidavit attesting to the truth of the facts of the accident signed by any eyewitness other than the owner or operator of the vehicle which you or any family member were occupying at the time of the accident.

4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:

   a. Successfully denies coverage;

   b. Is or becomes insolvent;

   c. Is in delinquency proceedings, suspension or receivership; or

   d. Is proven unable to respond to a judgment.

5. For which the owner has not qualified as a self-insurer.

However, uninsured motor vehicle does not include any vehicle or equipment:

1. Owned by any governmental unit or agency unless a cause of action against that governmental unit or agency is barred by the Tort Claims Act, South Carolina Laws 1986, Ratification No. 514, Sub-section 15-78-60, or by other applicable statute.
2. Operated on rails or crawler treads, except for a snowmobile.
3. Designed mainly for use off public roads while not on public roads.

C. Underinsured motor vehicle means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the accident in limits equal to or greater than the minimum limit for liability specified by the South Carolina Financial Responsibility Act, but the limits of that bond or policy are not enough to pay the full amount the covered person is legally entitled to recover as damages.

However, underinsured motor vehicle does not include any vehicle or equipment:

1. Operated on rails or crawler treads, except for a snowmobile.
2. Designed mainly for use off public roads while not upon public roads.
3. While located for use as a residence or premises.

INSURING AGREEMENT

A. UNINSURED MOTORISTS COVERAGE

We will pay the following damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of an auto accident:

1. BI sustained by a covered person; and
2. Injury to or destruction of the property of a covered person.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. This provision applies only to Definition B.2. under this Part.

(PART C Cont'd.)

B. UNDERINSURED MOTORISTS COVERAGE

We will pay the following damages which a covered person is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of an auto accident:

1. BI sustained by a covered person; and
2. Injury to or destruction of your covered auto. However, this does not include damage to property owned by the covered person while contained in your covered auto.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the underinsured motor vehicle.

LIMIT OF LIABILITY

UNINSURED MOTORISTS COVERAGE

A. If BI or PD is sustained in an accident by you or any family member while occupying your covered auto:
   1. Our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the sum of the limits of liability shown in the Declarations for "each person" for Bodily Injury Liability Uninsured Motorists Coverage.
   2. Subject to this limit for "each person", our maximum limit of liability for all damages arising out of BI sustained in that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Bodily Injury Liability Uninsured Motorists Coverage.
   3. Our maximum limit of liability for all PD resulting from that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Property Damage Liability Uninsured Motorists Coverage.
   4. Subject to the maximum limit of liability set forth in paragraphs 1., 2. or 3. above:
      a. The most we will pay for BI or PD sustained in that accident by a covered person other than you or any family member is that covered person's pro-rata share of the "each person" or "each accident" limit shown in the Declarations for this coverage applicable to the vehicle that covered person was occupying at the time of the accident; and
      b. You or any family member who sustains BI or PD in that accident will also be entitled to a pro-rata share of the "each person" or "each accident" limit described in paragraph a. above.

      A person's pro-rata share shall be the proportion that that person's damages bears to the total damages sustained by all covered persons.

      The maximum limit of liability is the most we will pay regardless of the number of:
      1. Covered persons; <
      2. Claims made;
      3. Vehicles or premiums shown in the Declarations;
      4. Premiums paid; or
      5. Vehicles involved in the accident.

B. If BI or PD is sustained in an accident by you or any family member while not occupying any auto:
   1. Our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the highest "each person" limit of liability shown in the Declarations for Bodily Injury Liability Uninsured Motorists Coverage applicable to any one of your covered autos.

USAA Confidential

0901119c99fbc96b

02404

2. Subject to this limit for "each person", our maximum limit of liability for all damages arising out of BI sustained in that accident is the highest "each accident" limit of liability shown in the Declarations for Bodily Injury Liability Uninsured Motorists Coverage applicable to any one of your covered autos; and
3. Our maximum limit of liability for all PD resulting from that accident is the highest "each accident" limit of liability shown in the Declarations for Property Damage Liability Uninsured Motorists Coverage applicable to any one of your covered autos.

The maximum limit of liability is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Premiums paid; or
5. Vehicles involved in the accident.

C. If BI or PD is sustained in an accident by you or any family member while occupying a vehicle not owned by you or any family member:

1. Our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the highest "each person" limit of liability shown in the Declarations for Bodily Injury Liability Uninsured Motorists Coverage applicable to any one of your covered autos.
2. Subject to this limit for "each person", our maximum limit of liability for all damages arising out of BI sustained in that accident is the highest "each accident" limit of liability shown in the Declarations for Bodily Injury Liability Uninsured Motorists Coverage applicable to any one of your covered autos; and
3. Our maximum limit of liability for all PD resulting from that accident is the highest "each accident" limit of liability shown in the Declarations for Property Damage Liability Uninsured Motorists Coverage applicable to any one of your covered autos.

The maximum limit of liability is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Premiums paid; or
5. Vehicles involved in the accident.

D. If BI or PD is sustained by a covered person other than you or any family member in an accident in which neither you nor any family member sustained BI or PD:

1. Our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, will be the "each person" limit of liability shown in the Declarations for Bodily Injury Liability Uninsured Motorists Coverage applicable to the vehicle that covered person was occupying at the time of that accident.
2. Subject to this limit for "each person", our maximum limit of liability for all damages arising out of BI sustained in that accident is the "each accident" limit of liability shown in the Declarations for Bodily Injury Liability Uninsured Motorists Coverage applicable to the vehicle that covered person was occupying at the time of the accident; and
3. Our maximum limit of liability for all PD resulting from that accident is the "each accident" limit of liability shown in the Declarations for Property Damage Liability Uninsured Motorists Coverage applicable to the vehicle that covered person was occupying at the time of the accident.

(PART C Cont'd.)

The maximum limit of liability is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Premiums paid; or
5. Vehicles involved in the accident.

E. Any amounts otherwise payable for damages under UM Coverage shall be reduced by all sums paid because of the BI or PD by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A.

UNDERINSURED MOTORISTS COVERAGE

A. If BI is sustained in an accident by you or any family member while occupying your covered auto, or if your covered auto sustains PD in an accident:

1. Our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the sum of the limits of liability shown in the Declarations for "each person" for Bodily Injury Liability Underinsured Motorists Coverage.
2. Subject to this limit for "each person", our maximum limit of liability for all damages arising out of BI sustained in that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Bodily Injury Liability Underinsured Motorists Coverage; and
3. Our maximum limit of liability for all PD resulting from that accident is the sum of the limits of liability shown in the Declarations for "each accident" for Property Damage Liability Underinsured Motorists Coverage.
4. Subject to the maximum limit of liability set forth in paragraphs 1., 2. or 3. above:
   a. The most we will pay for BI sustained in that accident by a covered person other than you or any family member is that covered person's pro-rata share of the "each person" or "each accident" limit shown in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to the vehicle that covered person was occupying at the time of the accident; and
   b. You or any family member who sustains BI in that accident will also be entitled to a pro-rata share of the "each person" or "each accident" limit described in paragraph a. above.

   A person's pro-rata share shall be the proportion that that person's BI damages bears to the total of all BI damages sustained by all covered persons.

   The maximum limit of liability is the most we will pay regardless of the number of:

   1. Covered persons;
   2. Claims made;
   3. Vehicles or premiums shown in the Declarations;
   4. Premiums paid; or
   5. Vehicles involved in the accident.

B. If BI is sustained in an accident by you or any family member while not occupying any auto:

1. Our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the highest "each person" limit of liability shown in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to any one of your covered autos.
2. Subject to this limit for "each person", our maximum limits of liability for all damages arising out of BI sustained in that accident is the highest "each accident" limit of liability shown in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to any one of your covered autos.

The maximum limit of liability is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Premiums paid; or
5. Vehicles involved in the accident.

C. If BI is sustained in an accident by you or any family member while occupying a vehicle not owned by you or any family member:

1. Our maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the highest "each person" limit of liability shown in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to any one of your covered autos.
2. Subject to this limit for "each person", our maximum limit of liability for all damages arising out of BI sustained in that accident is the highest "each accident" limit of liability shown in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to any one of your covered autos.

The maximum limit of liability is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Premiums paid; or
5. Vehicles involved in the accident.

D. If BI is sustained by a covered person other than you or any family member in an accident in which neither you nor any family member sustained BI:

1. Our maximum limit of liability for all damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, will be the "each person" limit of liability shown in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to the vehicle that covered person was occupying at the time of that accident.
2. Subject to this limit for each person, our maximum limit of liability for all damages arising out of BI sustained in that accident is the "each accident" limit of liability shown in the Declarations for Bodily Injury Liability Underinsured Motorists Coverage applicable to the vehicle that covered person was occupying at the time of the accident.

The maximum limit of liability is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Premiums paid; or
5. Vehicles involved in the accident.

E. Any amounts otherwise payable for damages under UIM Coverage shall be reduced by all sums paid because of the BI or PD by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A.

EXCLUSIONS

A. We do not provide UM or UIM Coverage for PD or BI sustained by any covered person:

1. If that person or the legal representative settles the BI or PD claim without our consent. This exclusion (A.1.) does not apply to UIM.

(PART C Cont'd.)

2. When your covered auto is being used to carry persons for a fee. This exclusion (A.2.) does not apply to a share-the-expense car pool.
3. Using a vehicle without expressed or implied permission.
4. While your covered auto is rented or leased to others.
5. While occupying any vehicle when it is being operated in, or in practice for, any speed contest.

B. We do not provide UM Coverage for the first $200 of the amount of PD to the property of each covered person as the result of any one accident.

C. UM Coverage or UIM Coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following or similar law:
   a. Workers' compensation law; or
   b. Disability benefits law.
2. Any insurer of property.

OTHER INSURANCE

A. If a covered person sustains BI while occupying a vehicle not owned by that person or while not occupying any vehicle, the following priorities of recovery apply:

FIRST PRIORITY — The policy affording UM or UIM Coverage to the vehicle the covered person was occupying at the time of the accident.

SECOND PRIORITY — Any policy affording UM or UIM Coverage to the covered person as a named insured or family member.

1. If there is no applicable insurance available under the first priority, the maximum recovery under all policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one policy.
2. If there is applicable insurance available under the first priority:
   a. The limit of liability applicable to the vehicle the covered person was occupying under the policy in the first priority, shall first be exhausted; and
   b. The maximum recovery in the second priority shall not exceed the highest limit for any one vehicle under any one policy in the second priority.
3. We will pay only our share of the loss, not to exceed our share of the maximum recovery. Our share is the proportion that our limit of liability bears to the total of all applicable limits in the same level of priority.

B. With respect to PD, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.

CONFORMITY TO STATUTE

This Part is intended to be in full conformity with the South Carolina Insurance Laws. If any provision of this Part conflicts with that law, it is changed to comply with the law.

NON-DUPLICATION

No covered person will be entitled to receive duplicate payments under this coverage for the same elements of loss which were:

A. Paid because of the BI or PD by or on behalf of persons or organizations who may be legally responsible.

B. Paid or payable under any workers' compensation law or similar disability benefits law. (This does not apply to UM Coverage.)

C. Paid under Part A in this policy.

D. Paid because of PD under Part D of this policy or any similar coverage under any other policy.

USAA Confidential

0901119c99fbc96b

02408

(PART C Cont'd.)

ARBITRATION

A. If we and a covered person disagree as to:

   1. Whether the covered person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle or an underinsured motor vehicle; or

   2. The amount of damages that the covered person is legally entitled to collect from that owner;

   then, that disagreement may be arbitrated, provided both parties so agree. This arbitration shall be limited to the two aforementioned factual issues and shall not address any other issues, including but not limited to, coverage questions. Any arbitration finding that goes beyond the two aforementioned factual issues shall be voidable by us or a covered person.

B. If both parties agree to arbitration, each party will select an arbitrator, and those two arbitrators will select a third. If the two arbitrators cannot agree on a third within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the covered person lived at the time of the accident, and local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding up to the coverage limit of liability.

PART D - PHYSICAL DAMAGE COVERAGE

DEFINITIONS

A. Actual cash value means the amount that it would cost, at the time of loss, to buy a vehicle of the same make, model, body type, model year, and equipment, with substantially similar mileage and physical condition.

B. Collision means the impact with an object and includes upset of a vehicle. Loss caused by the following is covered under Comprehensive Coverage and is not considered collision: fire; missiles or falling objects; hail, water or flood; malicious mischief or vandalism; theft or larceny; riot or civil commotion; explosion or earthquake; contact with bird or animal; windstorm; or breakage of window glass. If breakage of window glass is caused by a collision you may elect to have it considered a loss caused by collision.

C. Loss means direct and accidental damage to the operational safety, function, or appearance of your covered auto, including its equipment. Loss does not include any diminution in value that remains after the damaged or stolen property or parts thereof have been repaired or replaced.

D. Nonowned vehicle means any private passenger auto, trailer, pickup, van, or miscellaneous vehicle not owned by, or furnished or available for the regular use of, you or any family member. This applies only when such vehicle is in the custody of or being operated by you or a family member. A nonowned vehicle does not include a temporary substitute vehicle or any of the following vehicles used in any business or occupation other than farming or ranching - pickup, van or miscellaneous vehicle.

E. Repair or replace means restoring the damaged property or parts thereof to their pre-accident operational safety, function, and appearance. However, we may at our option repair or replace with parts of like kind and quality, including used or non-OEM parts (non-OEM parts are those produced by someone other than the original equipment manufacturer). Repair or replace does not require:

   1. A return to the pre-accident market value of the property or parts thereof; or

   2. Restoration, alteration, or replacement of undamaged property or parts thereof, unless such is needed for the operational safety of the vehicle.

0901119c99fbc96b

USAA Confidential

02409

(PART D Cont'd.)

F. Your covered auto, as used in this Part, includes:

1. A nonowned vehicle. If there is a loss to a nonowned vehicle, we will provide the broadest coverages shown in the Declarations.
2. Equipment and accessories of your covered auto.
3. Any device or instrument for the transmitting, recording, receiving or reproduction of data, sound or pictures that is operated by power from the electrical system of your covered auto, including:
   a. Accessories or antennas; or
   b. Tapes, wires, records, discs or other media for use with any such device or instrument;

   while in or upon your covered auto.

INSURING AGREEMENT

A. Comprehensive Coverage (excluding collision). We will pay for loss caused by other than collision to your covered auto, minus any applicable deductible shown in the Declarations. The deductible will be waived for loss to glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the glass must be replaced, the full amount of the deductible, if any, must be paid.

   In addition, we will pay up to $15 a day, to a maximum of $450, for transportation expenses incurred by you. This applies only in the event of a total theft of your covered auto. We will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when your covered auto is returned to use or, if not recovered or not repairable, three days after we have made a settlement offer.

   If Increased Rental Reimbursement Coverage is afforded, limits for transportation expenses are increased up to $30 per day to a maximum of $900.

B. Collision Coverage. We will pay for loss caused by collision to your covered auto minus any applicable deductible shown in the Declarations.

C. Full Safety Glass. Any deductible under Comprehensive Coverage or Collision Coverage does not apply to the cost of repairing or replacing damaged automobile safety glass.

D. Rental Reimbursement Coverage and Increased Rental Reimbursement Coverage (for loss other than total theft). We will reimburse you for expenses you incur to rent a substitute for your covered auto. These coverages apply only if your covered auto is withdrawn from use for more than 24 hours due to a loss, other than a total theft, to that auto. Our payment will be limited to that period of time reasonably required to repair or replace your covered auto. If we determine your covered auto is not repairable the rental period will end three days after we have made a settlement offer.

   Under Rental Reimbursement Coverage, we will pay up to $15 a day, to a maximum of $450. Under Increased Rental Reimbursement Coverage, we will pay up to $30 a day, to a maximum of $900.

E. Towing and Labor Costs Coverage. We will pay the reasonable costs you incur for one of the following each time your covered auto is disabled:

1. Mechanical labor up to one hour at the place of breakdown.
2. Towing, to the nearest place where necessary repairs can be made during regular business hours, if the vehicle will not run or is stranded on or immediately next to a public road.
3. Delivery of gas, oil, a battery or a change of tire. However, we do not pay for the cost of these items.

LIMIT OF LIABILITY

A. For total losses, the limit of liability for Comprehensive and Collision Coverage, is the actual cash value of your covered auto.

B. For partial losses, the limit of liability for Comprehensive and Collision Coverages is the amount necessary to repair or replace the damaged or stolen property or parts thereof without deduction for depreciation.

(PART D Cont'd.)

PAYMENT OF LOSS

We may pay for loss in money, or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown in the Declarations. If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the damaged or stolen property and pay you an agreed or appraised value for it. We cannot be required to assume the ownership of damaged property. We may settle a claim either with you or with the owner of the property.

LOSS PAYABLE CLAUSE

Loss or damage under this policy will be paid, as interest may appear, to the named insured and the loss payee shown in the Declarations. This insurance, with respect to the interest of the loss payee, will not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion, or embezzlement of your covered auto. We may cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations. When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

WAIVER OF COLLISION DEDUCTIBLE

We will not apply the deductible to loss caused by collision with another vehicle if all of these conditions are met:

1. The loss to your covered auto is greater than the deductible amount; and
2. The owner and driver of the other vehicle are identified; and
3. The owner or driver of the other vehicle has a liability policy covering the loss; and
4. The driver of your covered auto is not legally responsible, in any way, for causing or contributing to the loss.

EXCLUSIONS

We will not pay for:

1. Loss to your covered auto which occurs while it is used to carry persons for a fee. This does not apply to a share-the-expense car pool.
2. Damage due and confined to wear and tear, freezing, or road damage to tires. This does not apply if the damage results from the total theft of your covered auto. This exclusion (2.) does not apply to Towing and Labor Costs Coverage.
3. Damage due and confined to mechanical or electrical breakdown or failure, including such damage resulting from negligent servicing or repair of your covered auto or its equipment. We will pay for ensuing damage only to the extent the damage occurs outside of the major component (such as transmission/transaxle, electrical system, engine including cooling and lubrication thereof, air conditioning, computer, suspension, braking, drive assembly, and steering) in which the initial mechanical or electrical breakdown or failure occurs.

   This exclusion does not apply if the damage results from the total theft of your covered auto, and it does not apply to Towing and Labor Costs Coverage.
4. Loss due to or as a consequence of war, insurrection, revolution, nuclear reaction, or radioactive contamination.
5. Loss to a camper body or trailer you own which is not shown in the Declarations. This does not apply to one you acquire during the policy period and ask us to insure within 30 days after you become the owner.
6. Loss to any nonowned vehicle or temporary substitute vehicle when used by any person without reasonable belief that that person is entitled to do so.
7. Loss to equipment designed or used to evade or avoid the enforcement of motor vehicle laws.
8. Loss to any nonowned vehicle arising out of its use by you or a family member while employed or otherwise engaged in auto business operations.

(PART D Cont'd.)

9. Loss to your covered auto while it is rented or leased to others.
10. Loss to any vehicle while it is being operated in, or in practice for, any speed contest.
11. Loss resulting from:
    a. The acquisition of a stolen vehicle;
    b. Any legal or governmental action to return a vehicle to its legal owner; or
    c. Any confiscation or seizure of a vehicle by governmental authorities.

    This exclusion does not apply to innocent purchasers of stolen vehicles for value under circumstances that would not cause a reasonable person to be suspicious of the sales transaction or the validity of the title.
12. Loss resulting from use in any illicit or prohibited trade or transportation.
13. Any loss arising out of any act committed:
    a. By or at the direction of you or any family member; and
    b. With the intent to cause a loss.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also covers the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a nonowned vehicle or temporary substitute vehicle will be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the nonowned vehicle or temporary substitute vehicle.
2. Any other applicable physical damage insurance.
3. Any other source of recovery applicable to the loss.

This provision does not apply to Towing and Labor Costs Coverage.

APPRAISAL

If we and you do not agree on the amount of loss, either may demand an appraisal. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and share the expenses of the umpire equally. Neither we nor you waive any of our rights under this policy by agreeing to an appraisal.

PART E - GENERAL PROVISIONS

AIR BAG

If an air bag in your covered auto deploys for any reason, we will pay without deductible to replace it.

BANKRUPTCY

Bankruptcy or insolvency of the covered person, as defined in this policy, shall not relieve us of any obligations under this policy.

CHANGES

A. The premium is based on information we have received from you and other sources. You agree to cooperate with us in determining if this information is correct and complete. You agree that if this information changes, or is incorrect or incomplete, we may adjust your premiums accordingly during the policy period.

B. If, during the policy period, the risk exposure changes for any of the following reasons, the necessary premium adjustments will be made effective the date of change in exposure. You agree to give us notice of such exposure changes as soon as is reasonably possible:
    1. Change in location where any vehicle is garaged.

USAA Confidential

0901119c99fbc96b

02412

(PART E Cont'd.)

2. Change, addition, or deletion relating to the description, equipment, purchase date, registration, cost, usage, miles driven annually, or operators of any vehicle.
3. Replacement, deletion, or addition of any vehicle. You must request coverage for a newly acquired vehicle within 30 days from the date the vehicle is acquired if you wish to continue any coverage. See DEFINITIONS - your covered auto.
4. Change, addition, or deletion relating to the date of birth, marital status, or driving record of any operator.
5. Addition or deletion of an operator.
6. Change, addition, or deletion of any coverage or limits.

C. We will make any calculations or adjustments of your premium using the applicable rules, rates, and forms as of the effective date of the change.

D. If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement that change in your location. This paragraph does not apply to changes implemented with a revision that includes both broadenings and restrictions in coverage. Otherwise, this policy includes all of the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

DUTIES AFTER AN ACCIDENT OR LOSS

A. We must be notified promptly of how, when, and where an accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

B. A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement, or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with a suit, accident or loss.
3. Submit, as often as we reasonably require:
   a. To physical exams by physicians we select. We will pay for these exams.
   b. To examination under oath. The examination must be signed.
4. Authorize us to obtain medical reports and other pertinent records.
5. Submit a proof of loss when required by us.
6. Promptly notify the police if a hit-and-run driver is involved.

C. A person seeking coverage under Part B - Personal Injury Protection must also:
1. Submit a written proof of claim when required by us.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking coverage under Part C - Uninsured Motorist Coverage must also:
1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

E. A person seeking coverage under Part C - Underinsured Motorist Coverage must also promptly send us copies of the legal papers if a suit is brought.

F. A person seeking coverage under Part D - Physical Damage must also:
1. Take reasonable steps after loss to protect your covered auto and its equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if your covered auto is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

(PART E Cont'd.)

LEGAL ACTION AGAINST US

A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until we agree in writing that the covered person, as defined in Part A, has an obligation to pay, or the amount of that obligation has been finally determined by judgment after trial.

B. No person or organization has any right under this policy to bring us into any action to determine the liability of a covered person, as defined in this policy.

MISREPRESENTATION

We do not provide coverage for any covered person, as defined in this policy, who has knowingly concealed or misrepresented any material fact or circumstance relating to this insurance:

1. At the time application was made; or
2. At any time during the policy period; or
3. In connection with the presentation or settlement of a claim.

NON-DUPLICATION OF PAYMENT

When a claim, or part of a claim, is payable under more than one provision of this policy, we will pay the claim only once under this policy.

OUR RIGHT TO RECOVER PAYMENT

A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we will be subrogated to that right. That person shall do whatever is necessary to enable us to exercise our rights, and shall do nothing after loss to prejudice them. However, our rights in this paragraph do not apply under Part D, against any person using your covered auto with a reasonable belief that that person is entitled to do so.

B. If we make a payment under this policy and the person to or for whom payment was made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and reimburse us to the extent of our payment.

C. The following provisions apply to payments made under Part C - Uninsured Motorists Coverage.

1. If we make payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right to the extent of such payment that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act. That person shall do:
   a. Whatever is necessary to enable us to exercise our rights; and
   b. Nothing after loss to prejudice them.
2. If a covered person has prosecuted to judgment any suit against any person responsible, we will be entitled to an assignment of the judgment to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.
3. We will pay our proportionate part of any reasonable costs and expenses incurred for any recovery, including reasonable attorneys' fees. However, we reserve the right to retain an attorney of our choice to pursue a claim instead of reasonable attorneys' fees.
4. If a covered person making a claim for PD under this insurance is also entitled to insurance or other compensation for the PD, we will not be obligated to pay a claim until the covered person has assigned us the rights to the compensation, to the extent of payment under this insurance that does not exceed the minimum limits specified by the South Carolina Motor Vehicle Financial Responsibility Act.

D. Paragraphs A. and B. do not apply to Part B - Personal Injury Protection Coverage, Part B - Medical Payments Coverage, or Part C - Underinsured Motorists Coverage.

E. If the covered person, as defined in this policy, recovers from the party at fault and we share in the recovery, we will pay our share of the legal expenses. Our share is that percent of the legal expenses that the amount we recover bears to the total recovery. This does not apply to any amounts recovered or recoverable by us from any other insurer under any inter-insurer arbitration agreement.

F. If we make payment for a claim under Part A, and the covered person, as defined in Part A:

1. Failed or refused to comply with the duties specified in this provision; and
2. Prejudiced our defense of the liability claim by such failure or refusal;

then, the covered person shall reimburse us to the extent of our payment and cost of defense.

OWNERSHIP

For purposes of this policy, a private passenger type auto, pickup or van is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

POLICY PERIOD AND TERRITORY

A. This policy applies only to accidents and losses which occur during the policy period as shown in the Declarations and within the policy territory. The policy territory is the United States of America (USA), its territories and possessions, Puerto Rico, and Canada, including transportation of your covered auto between any ports of these locations.

B. The policy territory also includes Mexico, subject to the following conditions:

1. All coverages afforded by the policy are extended to include coverage during trips into Mexico. This applies only to loss or accident that occurs within 75 miles of the USA border.
2. Any liability coverage afforded by the policy is extended to include the remainder of Mexico, but only if you have valid and collectible liability coverages from a licensed Mexican insurance company at the time of loss. Also, for this Part to be effective, the original liability suit for BI or PD must be brought in the USA.

This coverage does not extend:

a. To any covered person, as defined in this policy, who does not live in the USA.

b. To any covered person, as defined in this policy, occupying an auto which is not principally garaged and used in the USA.

c. To any auto which is not principally garaged and used in the USA.

The words "state or province" as used in the Out of State Coverage provision in Part A of the policy do not include a "state or province" of Mexico.

Losses payable under Part D of the policy will be paid in the USA. If the auto must be repaired in Mexico, our limit of liability will be determined at the nearest point in the USA where repairs can be made.

Any insurance we provide will be excess over any other similar valid and collectible insurance.

TERMINATION

A. Cancellation. This policy may be cancelled during the policy period as follows:

1. The named insured may cancel this policy at any time, but the effective date of cancellation cannot be earlier than the date of the request.
2. We may cancel by mailing a notice to the named insured shown in the Declarations at the address shown in this policy by giving at least 15 days notice.

(PART E Cont'd.)

3. During the first 90 days this policy is in effect, the policy may be cancelled for any reason.
4. After this policy is in effect for 90 days, or if this is a renewal policy, we will cancel only:
   a. For nonpayment of premium; or
   b. If your driver's license or that of any driver who either resides in the same household or customarily operates your covered auto has been suspended or revoked. This must have occurred:
      (1) During the policy period; or
      (2) During the 90 days immediately preceding the last anniversary of the effective date.
5. We may cancel for any other reason permitted by law.

B. Nonrenewal. If we decide not to renew this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 15 days before the end of the policy period.

C. Automatic Termination. If we offer to renew and you do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due will mean that you have not accepted our offer.

   If you obtain other insurance on your covered auto, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance. This does not apply to liability coverage purchased for travel in Mexico.

D. Other Termination Provisions.
   1. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
   2. If this policy is cancelled, the named insured shown in the Declarations may be entitled to a premium refund. If so, we will send the named insured shown in the Declarations the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
   3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, we will provide coverage until the end of the policy period for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use your covered auto.

TWO OR MORE AUTO POLICIES

A. If this policy and any other auto insurance policy we issued to you apply to the same accident, the maximum limit of our liability under all the policies will not exceed the highest applicable limit of liability under any one policy.

B. This provision does not apply to Part C - Uninsured Motorists Coverage or Underinsured Motorists Coverage.

C. No one will be entitled to receive duplicate payments for the same elements of loss under Part C - Uninsured Motorists Coverage and Underinsured Motorists Coverage.

Copyright, USAA, 2001. All rights reserved.
Includes copyrighted material of Insurance Services Office, used with permission.

USAA Confidential

0901119c99fbc96b

02416

ADDED PERSONAL INJURY PROTECTION COVERAGE
SOUTH CAROLINA

The Definitions and General Provisions of the contract and the provisions of Part B, Personal Injury Protection Coverage of this policy apply unless modified by this endorsement.

INSURING AGREEMENT

We will pay added personal injury protection benefits to or for a covered person who sustains bodily injury caused by an accident and resulting from the ownership, maintenance or use of an auto as an auto.

Exclusion 2 of Part B, Personal Injury Protection Coverage does not apply to this coverage.

LIMIT OF LIABILITY

The Limit of Liability shown in Part B of the Policy for Personal Injury Protection Coverage does not apply to this coverage. The amount shown in the Declarations for this coverage is the most we will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations;
4. Vehicles involved in the accident; or
5. Insurers providing no-fault benefits.

If you or a family member sustain bodily injury while occupying or as a pedestrian as a result of an accident involving an auto (other than your covered auto), this coverage applies only in the amount by which the limit of liability shown in the Declarations exceeds the applicable limit of liability for Added Personal Injury Protection Coverage available under the policy insuring the auto.

EXCESS PROVISION

This coverage is excess to any applicable personal injury protection benefits.

Countersigned by:

Copyright, USAA, 1993. All rights reserved.
Includes copyrighted material of Insurance Services Office, used with permission.

AMENDMENT OF POLICY PROVISIONS

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

This Amendment replaces Part D in its entirety.

PART D - PHYSICAL DAMAGE COVERAGE

DEFINITIONS

A. Actual cash value means the amount that it would cost, at the time of loss, to buy a comparable vehicle. As applied to your covered auto, a comparable vehicle is one of the same make, model, model year, body type, and options with substantially similar mileage and physical condition.

B. Collision means the impact with an object and includes upset of a vehicle. Loss caused by the following is covered under Comprehensive Coverage and is not considered collision: fire; missiles or falling objects; hail, water or flood; malicious mischief or vandalism; theft or larceny; riot or civil commotion; explosion or earthquake; contact with bird or animal; windstorm; or breakage of window glass. If breakage of window glass is caused by a collision you may elect to have it considered a loss caused by collision.

C. Equipment and accessories means personal property while in or upon your covered auto.

D. Loss means direct and accidental damage to the operational safety, function, or appearance of, or theft of, your covered auto or equipment and accessories that are not permanently installed in your covered auto. Loss includes a total loss, but does not include any damage other than the cost to repair or replace. Loss does not include any loss of use, or diminution in value that would remain after repair or replacement of the damaged or stolen property.

E. Nonowned vehicle.

1. Nonowned vehicle means any private passenger auto, pickup, van, miscellaneous vehicle, or trailer not owned by, or furnished or available for the regular use of, you or a family member. This applies only when the vehicle is in the custody of or being operated by you or a family member.

2. A nonowned vehicle does not include any of the following vehicles used in any business or occupation other than farming or ranching:

   a. A pickup;

   b. A van; or

   c. A miscellaneous vehicle.

F. Repair.

1. Repair means restoring the damaged property to its pre-loss operational safety, function, and appearance. This may include the replacement of component parts.

2. Repair does not require:

   a. A return to the pre-loss market value of the property;

   b. Restoration, alteration, or replacement of undamaged property, unless such is needed for the operational safety of the vehicle; or

   c. Rekeying of locks following theft or misplacement of keys.

USAA Confidential

0901119c99fbc96b

G. Your covered auto, as used in this Part, includes:

1. Equipment and accessories permanently installed in your covered auto.

2. A nonowned vehicle. If there is a loss to a nonowned vehicle, we will provide the broadest coverage shown on the Declarations.

INSURING AGREEMENT

A. Comprehensive Coverage (excluding collision).

1. Physical damage. We will pay for loss caused by other than collision to your covered auto, and equipment and accessories that are not permanently installed in your covered auto, minus any applicable deductible shown on the Declarations. No deductible under Comprehensive Coverage or Collision Coverage applies to the cost of repairing or replacing damaged automobile safety glass.

2. Transportation expenses. We will also pay:

a. Up to $15 a day, to a maximum of $450, for transportation expenses incurred by you. This applies only in the event of a total theft of your covered auto. We will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when your covered auto is returned to use or, if not recovered or not repairable, up to seven days after we have made a settlement offer.

b. If Increased Rental Reimbursement Coverage is afforded, limits for transportation expenses are increased up to $30 per day to a maximum of $900.

B. Collision Coverage. We will pay for loss caused by collision to your covered auto and equipment and accessories that are not permanently installed in your covered auto, minus any applicable deductible shown on the Declarations.

C. Rental Reimbursement Coverage and Increased Rental Reimbursement Coverage (for loss other than total theft).

1. We will reimburse you for expenses you incur to rent a substitute for your covered auto. These coverages apply only if:

a. Your covered auto is withdrawn from use for more than 24 hours due to a loss, other than a total theft, to that auto; and

b. The loss is covered under Comprehensive Coverage or caused by collision, and the cause of loss is not otherwise excluded under Part D of this policy.

2. We will reimburse you only for that period of time reasonably required to repair or replace your covered auto. If we determine your covered auto is a total loss, the rental period will end no later than seven days after we have made a settlement offer.

D. Towing and Labor Costs Coverage. We will pay the reasonable costs you incur for one of the following each time your covered auto is disabled:

1. Mechanical labor up to one hour at the place of breakdown.

2. Towing, to the nearest place where necessary repairs can be made during regular business hours, if the vehicle will not run or is stranded on or immediately next to a public road.

3. Delivery of gas to, or a change of tire on a disabled vehicle. However, we do not pay for the cost of these items.

LIMIT OF LIABILITY

A. Total loss to your covered auto. Our limit of liability under Comprehensive Coverage and Collision Coverage is the actual cash value of the vehicle. We will declare your covered auto to be a total loss if, in our judgment, the cost to repair it would be greater than its actual cash value minus its salvage value after the loss.

B. Other than a total loss to your covered auto.

1. Our limit of liability under Comprehensive Coverage and Collision Coverage is the amount necessary to repair the loss based on our estimate or an estimate that we approve, if submitted by you or a third-party. Upon request, we will identify at least one facility that is willing and able to complete the repair for the amount of the estimate.

2. Our estimate may specify used, rebuilt, remanufactured, or non-Original Equipment Manufacturer (non-OEM) parts.

3. You may request that damaged parts be replaced with new Original Equipment Manufacturer (OEM). You will be responsible, however, for any cost difference between the parts included in our estimate and the new OEM parts used in the repair.

4. We will not take a deduction for depreciation. We will take a deduction if prior damage has not been repaired. Prior damage does not include wear and tear.

C. Equipment and accessories that are not permanently installed in your covered auto. The limits of liability described below are separate from the limits available for a loss to your covered auto:

1. Our limit of liability is the lesser of:

a. The amount necessary to replace the damaged or stolen property; or

b. $250.

2. We will not take a deduction for depreciation.

D. Under Rental Reimbursement Coverage, our limit of liability is $15 a day, to a maximum of $450. Under Increased Rental Reimbursement Coverage, our limit of liability is $30 a day, to a maximum of $900.

E. Under Towing and Labor Costs Coverage, our limit of liability is the reasonable price for the covered service.

PAYMENT OF LOSS

We may pay for loss in money, or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you or to the address shown on the Declarations. If we return stolen property, we will pay for any damage resulting from the theft. We may keep all or part of the damaged or stolen property and pay you an agreed or appraised value for it. We cannot be required to assume the ownership of damaged property. We may settle a claim either with you or with the owner of the property.

LOSS PAYABLE CLAUSE

Loss or damage under this policy will be paid, as interest may appear, to the named insured and the loss payee shown on the Declarations. This insurance, with respect to the interest of the loss payee, will not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion, or embezzlement of your covered auto. We may cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown on the Declarations. We may send notices to the loss payee either by mail or by electronic means. However, if the loss payee requests in writing that we not send notices, including a notice of cancellation, we will abide by that request. When we pay the loss payee we will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

WAIVER OF COLLISION DEDUCTIBLE

We will not apply the deductible to loss caused by collision with another vehicle if all of these conditions are met:

1. The loss to your covered auto is greater than the deductible amount; and

2. The owner and driver of the other vehicle are identified; and

3. The owner or driver of the other vehicle has a liability policy covering the loss; and

4. The driver of your covered auto is not legally responsible, in any way, for causing or contributing to the loss.

EXCLUSIONS

We will not pay for:

1. Loss to your covered auto which occurs while it is used to carry persons for a fee. This exclusion (1.) does not apply to a share-the-expense car pool.

2. Damage due and confined to wear and tear, freezing, or road damage to tires. This does not apply if the damage results from the total theft of your covered auto. This exclusion (2.) does not apply to Towing and Labor Costs Coverage.

3. Damage due and confined to mechanical or electrical breakdown or failure, including such damage resulting from negligent servicing or repair of your covered auto or its equipment. We will pay for ensuing damage only to the extent the damage occurs outside of the major component (such as transmission/transaxle, electrical system, engine including cooling and lubrication thereof, air conditioning, computer, suspension, braking, drive assembly, and steering) in which the initial mechanical or electrical breakdown or failure occurs.

   This exclusion (3.) does not apply if the damage results from the total theft of your covered auto, and it does not apply to Towing and Labor Costs Coverage.

4. Loss due to or as a consequence of war, insurrection, revolution, nuclear reaction, or radioactive contamination.

5. Loss to a camper body or trailer you own which is not shown on the Declarations. This exclusion (5.) does not apply to one you acquire during the policy period and ask us to insure within 30 days after you become the owner.

6. Loss to any nonowned vehicle when used by any person without a reasonable belief that that person is entitled to do so.

7. Loss to equipment designed or used to evade or avoid the enforcement of motor vehicle laws.

8. Loss to any nonowned vehicle arising out of its use by you or a family member while employed or otherwise engaged in auto business operations.

9. Loss to your covered auto while it is rented or leased to others.

10. Loss to any vehicle while it is being operated in, or in practice for, any driving contest or challenge.

11. Loss resulting from:

    a. The acquisition of a stolen vehicle;

    b. Any legal or governmental action to return a vehicle to its legal owner; or

    c. Any confiscation or seizure of a vehicle by governmental authorities.

    This exclusion (11.) does not apply to innocent purchasers of stolen vehicles for value under circumstances that would not cause a reasonable person to be suspicious of the sales transaction or the validity of the title.

12. Loss resulting from use in any illicit or prohibited trade or transportation.

13. Any loss arising out of any act committed:

    a. By or at the direction of you or any family member; and

    b. With the intent to cause a loss.

14. Loss caused by fungi, wet or dry rot, or bacteria. This means the presence, growth, proliferation, spread, or any activity of fungi, wet or dry rot, or bacteria. This exclusion (14.) does not apply to damage directly resulting from a loss covered under Comprehensive Coverage or Collision Coverage.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a nonowned vehicle will be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the nonowned vehicle.

2. Any other applicable physical damage insurance.

3. Any other source of recovery applicable to the loss.

This provision does not apply to Towing and Labor Costs Coverage.

APPRAISAL

If we and you do not agree on the amount of loss, either may demand an appraisal. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and share the expenses of the umpire equally. Neither we nor you waive any rights under this policy by agreeing to an appraisal.

Copyright, USAA 2006. All rights reserved.
Includes copyrighted material of Insurance Services Office, used with permission.

ACCIDENT FORGIVENESS

When a premium for Accident Forgiveness is shown on the Declarations:

1. If you or any family member shown as an operator on the Declarations:

   a. Is involved in an at-fault accident that occurs after the effective date of this endorsement, we will waive any premium increase under this policy that would otherwise be applied for the first such at-fault accident.

   b. Was involved in an at-fault accident forgiven in a policy written by us or one of our affiliates and such operator was removed from that policy and added to this policy without any gap in coverage, we will continue to forgive the accident on this policy for the remainder of the period of time the premium increase would have occurred under this policy if there are no other at-fault accidents for which premium is waived under this policy.

   We will waive the premium increase for only one at-fault accident per policy period, regardless of the number of operators shown on the Declarations.

2. We will waive the premium increase for the at-fault accident in Section I for the period of time during which:

   a. This endorsement is in effect; and

   b. A premium increase for such at-fault accident would have otherwise applied to this policy.

The Accident Forgiveness Endorsement must remain in effect during any renewal period of this policy over the full accident forgiveness period for the premium increase waiver to remain in effect.

Copyright, USAA 2009. All rights reserved.

AMENDATORY ENDORSEMENT
TRANSPORTATION EXPENSES/RENTAL REIMBURSEMENT

This Endorsement forms a part of the auto policy to which it is attached. The coverage provided by this Endorsement is subject to all the provisions of the policy and amendments except as they are modified below. In the event of a conflict with provisions of the auto policy or other Endorsements or Amendments, provisions of this Endorsement will control.

PART D - PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT

Paragraph A.2. of the Insuring Agreement is revised as follows:

2. Transportation expenses. We will also pay:

   a. Up to $30 a day, to a maximum of $900, for transportation expenses incurred by you or a family member. This applies only in the event of a total theft of your covered auto. We will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when your covered auto is returned to use or, if not recovered or not repairable, up to seven days after we have made a settlement offer.

   b. If Rental Reimbursement Coverage is afforded, limits for transportation expenses are the limits of liability shown on the Declarations for Rental Reimbursement Coverage for that vehicle.

Paragraph C. of the Insuring Agreement is replaced in its entirety by the following:

C. Rental Reimbursement Coverage (for loss other than total theft).

   1. We will reimburse you for expenses you or a family member incurs to rent a substitute for your covered auto. This coverage applies only if:

      a. Your covered auto is withdrawn from use for more than 24 hours due to a loss, other than a total theft, to that auto; and

      b. The loss is covered under Comprehensive Coverage or caused by collision, and the cause of loss is not otherwise excluded under Part D of this policy.

   2. We will reimburse you only for that period of time reasonably required to repair or replace your covered auto. If we determine your covered auto is a total loss, the rental period will end no later than seven days after we have made a settlement offer.

LIMIT OF LIABILITY

Paragraph D. of the Limit of Liability is replaced in its entirety by the following:

D. Under Rental Reimbursement Coverage, our maximum limits of liability are the limits of liability shown on the Declarations for Rental Reimbursement Coverage for that vehicle.

Copyright, USAA, 2008. All rights reserved.
Includes copyrighted material of Insurance Services Office, used with permission.

AMENDMENT OF POLICY PROVISIONS

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

DEFINITIONS

Definition I., temporary substitute vehicle, is deleted.

The following definitions are revised:

F. **Miscellaneous vehicle** means the following motorized vehicles: motor home; golf cart; snowmobile; all-terrain vehicle; or dune buggy.

L. **Your covered auto** means:

1. Any vehicle shown on the Declarations.
2. Any **newly acquired vehicle**.
3. Any **trailer you** own.

The following definitions are added:

M. **Driving contest or challenge** includes, but is not limited to:

1. A competition against other people, vehicles, or time; or
2. An activity that challenges the speed or handling characteristics of a vehicle, or improves or demonstrates driving skills, provided the activity occurs on a track or course that is closed from non-participants.

N. **Fungi** means any type or form of fungi, including mold or mildew, and includes any mycotoxins, spores, scents, or byproducts produced or released by fungi.

O. **Motorcycle** means a two- or three-wheeled motor vehicle that is subject to motor vehicle licensing in the location where the **motorcycle** is principally garaged.

P. **Newly acquired vehicle**.

1. **Newly acquired vehicle** means a vehicle, not insured under another policy, that is acquired by **you** or any **family member** during the policy period and is:
   a. A private passenger auto, pickup, or van;
   b. A **miscellaneous vehicle** that is not used in any business or occupation; or
   c. A **motorcycle**, but only if a **motorcycle** is shown on the current Declarations.
2. **We** will automatically provide for the **newly acquired vehicle** the broadest coverages as are provided for any vehicle shown on the Declarations. If your policy does not provide Comprehensive Coverage or Collision Coverage, **we** will automatically provide these coverages for the **newly acquired vehicle** subject to a $500 deductible for each loss.
3. Any automatic provision of coverage under P.2. will apply for up to 30 days after the date **you** or a **family member** becomes the owner of the **newly acquired vehicle**. If **you** wish to continue coverage for the **newly acquired vehicle** beyond this 30-day period, **you** must request it during this 30-day period, and **we** must agree to provide the coverage **you** request for this vehicle. If **you** request coverage after this 30-day period, any coverage that **we** agree to provide will be effective at the date and time of your request unless **we** agree to an earlier date.

4. **You** must pay an additional premium, as set out in Part E, Changes, B.3., for any coverage **we** provide under P.2. or P.3. above.

PART A - LIABILITY COVERAGE

EXCLUSIONS

Exclusion A.1. is revised as follows:

A. **We** do not provide Liability Coverage for any **covered person**:

1. Who intentionally acts or directs to cause **BI** or **PD**, or who acts or directs to cause with reasonable expectation of causing, **BI** or **PD**. This exclusion applies only to the extent that the limit of liability for this coverage exceeds **BI** limit of $25,000 for each person and $50,000 for each accident and **PD** limit of $25,000.

Exclusion B.4. is revised as follows:

4. Any vehicle while being operated in, or in practice for, any **driving contest** or **challenge**.

Exclusion C. is revised as follows:

C. There is no coverage for **BI** or **PD** for which a **covered person** becomes legally responsible to pay a member of that **covered person's** family residing in that **covered person's** household. This exclusion applies only to the extent that the limit of liability for this coverage exceed **BI** limit of $25,000 for each person and $50,000 for each accident and **PD** limit of $25,000.

The following exclusion is added:

E. **We** do not provide Liability Coverage for **BI** sustained as a result of exposure to **fungi**, wet or dry rot, or bacteria.

PART B - PERSONAL INJURY PROTECTION COVERAGE

DEFINITIONS

Definitions A., Air Bag, and G., Seat Belt, are deleted.

Definitions D. is revised as follows:

D. **Covered person** as used in this part means:

1. **You** or any **family member**; or
2. Anyone else who sustains **BI** while:
   a. occupying **your covered auto**; or
   b. a pedestrian;

   as a result of an accident involving **your covered auto**.

INSURING AGREEMENT

Paragraph B., Air Bag and Seat Belt Benefits, is deleted.

LIMIT OF LIABILITY

Paragraph B. is deleted.

EXCLUSIONS

Exclusions 10. & 11. are added:

10. Sustained while a participant in, or in practice for, any **driving contest** or **challenge**.
11. Sustained as a result of a **covered person's** exposure to **fungi**, wet or dry rot, or bacteria.

OTHER INSURANCE

The Other Insurance section is replaced in its entirety by the following:

No person shall recover benefits from more than one policy or one insurer on either a duplicate or supplemental basis, regardless of the number of motor vehicles covered or insurers (including self-insurers).

CONDITIONS

The Conditions section is deleted in its entirety.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

Paragraph A. of the Insuring Agreement is replaced in its entirety by the following:

A. Medical Payments Coverage.

1. **We** will pay only the **reasonable fee** for **medically necessary and appropriate medical services** and the reasonable expense for funeral services. These fees and expenses must:

   a. Result from BI sustained by a **covered person** in an auto accident; and

   b. Be incurred for services rendered within one year of the date of the auto accident.

2. **We** or someone on **our** behalf will review, by audit or otherwise, claims for benefits under this coverage to determine if the charges are **reasonable fees** for **medically necessary and appropriate services** or reasonable expenses for funeral services. A provider of medical or funeral services may charge more than the amount **we** determine to be **reasonable fees** and reasonable expenses, but such additional charges are not covered.

EXCLUSIONS

Exclusion 11. is revised as follows:

11. Sustained while a participant in, or in practice for, any **driving contest** or **challenge**.

The following exclusion is added:

12. Sustained as a result of a **covered person's** exposure to **fungi**, wet or dry rot, or bacteria.

ARBITRATION

The Arbitration section is deleted in its entirety.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

B.2. is revised as follows:

2. PD to **your covered auto**. However, this does not include damage to property owned by the **covered person** while contained in **your covered auto**.

EXCLUSIONS

Exclusion A.5. is revised as follows:

5. While **occupying** any vehicle when it is being operated in, or in practice for, any **driving contest or challenge**.

ARBITRATION

The Arbitration section is deleted in its entirety.

Hood_USAA_0437

0901119c99fbc96b

USAA Confidential

02427

PART E - GENERAL PROVISIONS

AIR BAG

The Air Bag section is deleted in its entirety.

CHANGES

Paragraph B. is revised as follows:

B. If, during the policy period, the risk exposure changes for any of the following reasons, **we** will make the necessary premium adjustments effective the date of change in exposure. Change in exposure means the occurrence of an event listed in B.1. through B.7. or in E. below, or a similar event, that may increase or decrease the policy premium. **You** agree to give **us** notice of any exposure change as soon as is reasonably possible. Changes that may result in a premium adjustment include, but are not limited to, the following:

1. Change in location where any vehicle is garaged.

2. Change in description, equipment, purchase date, registration, cost, usage, miles driven annually, or operators of any vehicle.

3. Replacement or addition of any vehicle. A replacement or additional vehicle is a **newly acquired vehicle**. **You** must pay the applicable premium for the **newly acquired vehicle** beginning on the date **you** or a **family member** becomes the owner of the vehicle. See DEFINITIONS - **newly acquired vehicle**.

4. Deletion of a vehicle. The named insured may request that a vehicle shown on the Declarations be deleted from this policy. The effective date of this change cannot be earlier than the date of the named insured's request unless **we** agree to an earlier date.

5. Change in date of birth, marital status, driver's license information, or driving record of any operator.

6. Addition or deletion of an operator.

7. Change, addition, or deletion of any coverage or limits.

The following paragraph is added:

E. Deployment.

1. If, because of **your** active-duty deployment in one of the military services of the United States, **you** have reduced the coverage on **your covered auto** and placed the vehicle in storage, then, upon **your** return from the deployment, **we** will automatically reinstate the coverage that was on the vehicle prior to the deployment-caused reduction.

2. Any automatic reinstatement of coverage under E.1. will apply for up to 60 days after the date **you** returned from deployment. If **you** wish to continue the reinstated coverage beyond the 60-day period, **you** must request it during the 60-day period. If **you** request reinstated coverage after this 60-day period, any coverage **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.

3. **You** must pay an additional premium, as set out in Part E., Changes, B.7., for the reinstated coverage.

OWNERSHIP

The Ownership section is replaced in its entirety by the following:

For purposes of this policy, a vehicle is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

Hood_USAA_0438

USAA Confidential

0901119c99fbc96b

02428

The following section is added:

SPOUSE ACCESS

A. The named insured and we agree that the named insured and resident spouse are "customers" for purposes of state and federal privacy laws. The resident spouse will have access to the same information available to the named insured and may initiate the same transactions as the named insured.

B. The named insured may notify us that he/she no longer agrees that the resident spouse shall be treated as a "customer" for purposes of state and federal privacy laws, and we will not permit the resident spouse to access policy information.

TERMINATION

Paragraph A.1. is revised as follows:

A. Cancellation. This policy may be canceled during the policy period as follows:

   1. You may cancel the policy at any time, but the effective date of cancellation cannot be earlier than the date of the request unless we agree to an earlier date.

Paragraph C. is replaced in its entirety by the following:

C. Automatic Termination. If we offer to renew and you do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due will mean that you have not accepted our offer.

Copyright, USAA 2010. All rights reserved.
Includes copyrighted material of Insurance Services Office, used with permission.

Amendatory Endorsement
Auto Policy

The following endorsement forms a part of the auto policy to which it is attached on page 1.

This is a participating policy. You are entitled to dividends as may be declared by the board of directors.

If this policy is issued by United Services Automobile Association ("USAA"), a reciprocal interinsurance exchange, the following apply:

- By purchasing this policy you are a member of USAA and are subject to its bylaws.
- This is a non-assessable policy. You are liable only for the amount of your premium as USAA has a free surplus in compliance with Article 19.03 of the Texas Insurance Code of 1951, as amended.
- The board of directors may annually allocate a portion of USAA's surplus to Subscriber's Accounts. Amounts allocated to such accounts remain a part of USAA's surplus and may be used as necessary to support the operations of the Association. A member shall have no right to any balance in the member's account except until following termination of membership, as provided in the bylaws.

MAIL DIRECT

03295.3FK6N.JSS1310119707.01.01.4
W POPLIN ENGINEERING LLC
PO BOX 210
WADMALAW ISLAND, SC 29487

USAA
PO Box 33490
San Antonio, TX 78265

CHECK #: 0700223324
CHECK DATE: 09/13/2016

INVOICE #	USAA #	LOSS DATE	AMOUNT
PT04708T54	011043223	11/07/2014	$**3,284.70

POLICYHOLDER: DAVID HOOD / LOSS RPT #: 005 / LOB: AUT / JOHNSON, ANTOINE
Invoice #: PT04708T54 Invoice Date: 09/08/2016 / Hood (Johnson) v Johnson (Hood)

18433-1013

93906-1209

PAGE OF DOCUMENT HAS A COLORED BACKGROUND. THE BACK CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

USAA
PO Box 33490
USAA® San Antonio, TX 78265

51-44/119 CT

0700223324

DATE
09/13/2016

CHECK AMOUNT
$**3,284.70

PAY **Three Thousand Two Hundred Eighty-Four and 70/100 s**

TO THE ORDER OF: W POPLIN ENGINEERING LLC

BANK OF AMERICA - HARTFORD, CT

VOID 180 DAYS FROM ISSUE DATE

Stuart Porter
AUTHORIZED SIGNATURE

⑈0700223324⑈ ⑆011900445⑆ 224001566 5⑈

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)
)
William Kuck,)
Plaintiff(s))
)
vs.)
)
Therese Hood and Antoine Johnson.)
Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET
2016-CP-27-[redacted]

Submitted By: R. Alexander Murdaugh
SC Bar #: 6996
Telephone #: (803) 914-2007
Fax #: (803) 914-2014
Other:
E-mail: amurdaugh@pmped.com

Address: P.O. Box 457
Hampton, SC 29924

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply*)

**If Action is Judgment/Settlement do not complete*

☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) _____

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20___-NI-____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) _____

Torts – Personal Injury
- ☐ Conversion (310)
- ☒ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) _____

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) _____

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) _____

Administrative Law/Relief
- ☐ Reinstate Dr. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) _____

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799) _____

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) _____

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb (610)
- ☐ Medical (620)
- ☐ Other (699) _____
- ☐ Sexual Predator (510)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: _____ Date: 3/9/2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

EXHIBIT
Court 3
6/25/19 pm
PENGAD 800-631-6989

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties. pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS. UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE COURT
	)	
COUNTY OF JASPER	)	C/A NO.: 2016-CP-27-0134
	)	
William Kuck,	)	
	)	
Plaintiff,	)	
	)	SUMMONS
-vs-	)	(Jury Trial Demanded)
	)	
Therese Hood and Antoine Johnson.	)	
	)	
Defendant.	)	
	)	

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscribed at their office, 101 Mulberry Street East, Hampton, South Carolina within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in this Complaint.

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

BY: _____

R. Alexander Murdaugh
Post Office Box 457
Hampton, SC 29924
(803) 943-2111

~and~

Shane M. Burroughs
Justin T. Bamberg
LANIER & BURROUGHS, LLC
Post Office Drawer 2789
Orangeburg, SC 29116
(803) 268-9800

ATTORNEYS FOR PLAINTIFF

Hampton, South Carolina
March 9, 2016

STATE OF SOUTH CAROLINA COUNTY OF JASPER William Kuck. *Plaintiff,* vs. Therese Hood and Antoine Johnson. *Defendants.*	IN THE COURT OF COMMON PLEAS CASE NO.: 2016-CP-27-[illegible] **COMPLAINT** **(Jury Trial Demanded)**

Now comes the Plaintiff complaining of the Defendants herein who would allege and state as follows:

PARTIES

1. That the Plaintiff William Kuck (hereinafter "Plaintiff") is a resident of the County of Orangeburg, State of South Carolina.

2. That upon information and belief, Defendant Therese Hood (hereinafter "Defendant Hood") is, and was at all relevant times herein, a citizen and resident of Berkley County, South Carolina.

3. That upon information and belief, Defendant Antoine Johnson (hereinafter "Defendant Johnson") is, and was at all relevant times herein, a citizen and resident of Jasper County, South Carolina.

FACUTAL ALLEGATIONS

4. That on or about November 7, 2014, Plaintiff was operating his vehicle traveling west on U.S. Highway-278 in Beaufort County, State of South Carolina and stopped at a traffic light; Defendant Johnson was traveling in a easterly direction and attempted to cross U.S. Highway-278 and was struck by Defendant Hood who was operating her vehicle with no head lamps illuminated: Defendant Hood proceeded to drive through a median and strike the Plaintiff's vehicle causing a head-on collision.

FOR A FIRST CAUSE OF ACTION AS TO DEFENDANT THRESE HOOD

5. That each and every allegation of Paragraphs 1 through 4 above is hereby realleged and reiterated as if fully set out herein.

6. That as a result of Defendant Hood's negligence, recklessness, carelessness, willfulness, wantonness, and gross negligence in the operation of their vehicles, the Plaintiff received serious injuries causing the Plaintiff to be under the care of a doctor, to incur medical expenses, to experience severe excruciating pain, that the Plaintiff has suffered serious injuries which have and will in the future cause him to endure great physical pain, suffering, mental anguish, emotional distress, and ultimately cause the Plaintiff to incur future medical bills.

7. That Defendant Hood was negligent, careless, reckless, grossly negligent, willful and wanton at the time and place above mentioned in the following particulars, to wit:

a) In operating her vehicle in an unlawful and reckless manner;

b) In driving too fast for conditions;

c) In failing to properly illuminate her headlamps/lights on the vehicle in which she was operating; as required by §S.C. Code Ann. 56-5-4450.

d) In failing to maintain a proper lookout;

e) In failing to apply her brakes, if she had any;

f) In failing to keep proper control of her vehicle;

g) In failing to take evasive action to avoid the collision;

h) In operating her vehicle in utter disregard for the safety of others on the highway;

i) In failing to obey the traffic laws;

j) In failing to exercise the degree of care that a reasonably prudent person would have exercised under the same or similar circumstances: and

k) In such other and further particulars that the evidence in trial may show;

8. All of which combined and concurred as a direct and proximate cause of the injuries and damages sustained by Plaintiff herein, said acts being in violation of the statutes and laws of the State of South Carolina.

9. That as a direct and proximate cause of the aforementioned negligence, of Defendant Hood, the Plaintiff was injured in the following particulars: he was caused to suffer personal injuries, he has been forced to incur doctor and medical bills, he has been forced much mental anguish and physical pain, he has been caused to lose enjoyment of life and that his injuries are serious in nature and pursuant to Section 19-1-150 of the Code of Laws of the State of South Carolina, he will continue to incur damages into the future all to the Plaintiff's damages in an amount to be determined by the trier of fact.

FOR A FIRST CAUSE OF ACTION
AS TO DEFENDANT ANTOINE JOHNSON

10. That each and every allegation of Paragraphs 1 through 9 above is hereby realleged and reiterated as if fully set out herein.

11. That as a result of Defendant Johnson's negligence, recklessness, carelessness, willfulness, wantonness, and gross negligence in the operation of his vehicle, the Plaintiff received serious and permanent injuries causing the Plaintiff to be under the care of a doctor, to incur medical expenses, to experience severe excruciating pain, that the Plaintiff has suffered serious and permanent injuries which have and will in the future cause him to endure great physical pain, suffering, mental anguish, emotional distress, and ultimately cause the Plaintiff to incur future medical bills and lead to his loss wages.

12. That Defendant Johnson was negligent, careless, reckless, grossly negligent, willful and wanton at the time and place above mentioned in the following particulars, to wit:

a) In failing to maintain a proper lookout;

b) In failing to apply his brakes, if he had any;

c) In failing to keep proper control of his vehicle;

d) In failing to obey the traffic laws;

e) In operating his vehicle in utter disregard for the safety of others on the highway;

f) In failing to take evasive action to avoid colliding with Defendant Hood;

g) In failing to exercise the degree of care that a reasonably prudent person would have exercised under the same or similar circumstances; and

h) In such other and further particulars that the evidence in trial may show;

13. All of which combined and concurred as a direct and proximate cause of the injuries and damages sustained by Plaintiff herein, said acts being in violation of the statutes and laws of the State of South Carolina.

14. That as a direct and proximate cause of the aforementioned negligence, of Defendant Johnson, the Plaintiff was injured in the following particulars; he was caused to suffer personal injuries, he has been forced to incur doctor and medical bills, he has been forced much mental anguish and physical pain, he has been caused to lose enjoyment of life and that his injuries are permanent in nature and pursuant to Section 19-1-150 of the Code of Laws of the State of South Carolina, he will continue to incur damages into the future all to the Plaintiff's damages in an amount to be determined by the trier of fact.

WHEREFORE, the Plaintiff prays for judgment against Defendant Therese Hood and Defendant Antoine Johnson for actual damages and for punitive damages as may be determined by the trier of fact, the cost of this action and for such other and further relief as this Court may deem just and proper.

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

BY: _____

R. Alexander Murdaugh
Post Office Box 457
Hampton, SC 29924
(803) 943-2111

~and~

Shane M. Burroughs
Justin T. Bamberg
LANIER & BURROUGHS, LLC
Post Office Drawer 2789
Orangeburg, SC 29116
(803) 268-9800

ATTORNEYS FOR PLAINTIFF

Hampton, South Carolina
March 9, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER	)	C/A NO.: 2016-CP-27-0123
MARY ELIZABETH KUCK,	)	
Plaintiff,	)	**DOMESTIC RETURN RECEIPT**
-vs-	)	
THERESE HOOD AND ANTOINE JOHNSON.	)	
Defendant.	)	

Showing service of the Summons and Complaint upon Therese Hood on April 5, 2016 by certified return receipt #7015 1520 0002 8104 5056.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Therese Hood
832 N. Aylesbury Road
Goose Creek, SC 29445

9590 9403 0933 5223 6002 17

2. Article Number (Transfer from service label)
7015 1520 0002 8104 5056

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Therese Hood ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☑ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

POSTED
APR 15 2016

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER)

Mary Elizabeth Kuck,)
Plaintiff(s))

vs.)

Therese Hood and Antoine Johnson.)
Defendant(s))

CIVIL ACTION COVERSHEET
2016-CP-27-0133

Submitted By: R. Alexander Murdaugh
SC Bar #: 6996
Telephone #: (803) 914-2007
Fax #: (803) 914-2014
Other:
E-mail: amurdaugh@murped.com

Address: P.O. Box 457
Hampton, SC 29924

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply*)

**If Action is Judgment/Settlement do not complete*

☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (120)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrm (170)
- ☐ Employment (180)
- ☐ Other (199) _____

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20___-NI-____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) _____

Torts - Personal Injury
- ☐ Conversion (310)
- ☒ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) _____

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) _____

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) _____

Administrative Law/Relief
- ☐ Reinstate Drv License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) _____

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799) _____

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) _____

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb (610)
- ☐ Medical (620)
- ☐ Other (699) _____
- ☐ Sexual Predator (510)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: _____ **Date:** 3/9/2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE COURT
	)	
COUNTY OF JASPER	)	C/A NO.: 2016-CP-27-0123
	)	
Mary Elizabeth Kuck.	)	
	)	
Plaintiff,	)	
	)	SUMMONS
-vs-	)	(Jury Trial Demanded)
	)	
Therese Hood and Antoine Johnson.	)	
	)	
Defendant.	)	

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscribed at their office, 101 Mulberry Street East, Hampton, South Carolina within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in this Complaint.

PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A.

BY: _____

R. Alexander Murdaugh
Post Office Box 457
Hampton, SC 29924
(803) 943-2111

-and-

Shane M. Burroughs
Justin T. Bamberg
LANIER & BURROUGHS, LLC
Post Office Drawer 2789
Orangeburg, SC 29116
(803) 268-9800

ATTORNEYS FOR PLAINTIFF

Hampton, South Carolina
March 9, 2016

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
	CASE NO.: 2016-CP-27-0123
COUNTY OF JASPER	
Mary Elizabeth Kuck,	
Plaintiff,	
	COMPLAINT
vs.	**(Jury Trial Demanded)**
Therese Hood and Antoine Johnson,	
Defendants.	

Now comes the Plaintiff complaining of the Defendants herein who would allege and state as follows:

PARTIES

1. That the Plaintiff Mary Elizabeth Kuck (hereinafter "Plaintiff") is a resident of the County of Orangeburg, State of South Carolina.

2. That upon information and belief, Defendant Therese Hood (hereinafter "Defendant Hood") is, and was at all relevant times herein, a citizen and resident of Berkley County, South Carolina.

3. That upon information and belief, Defendant Antoine Johnson (hereinafter "Defendant Johnson") is, and was at all relevant times herein, a citizen and resident of Jasper County, South Carolina.

FACUTAL ALLEGATIONS

4. That on or about November 7, 2014, Plaintiff was a passenger in a vehicle operated by her husband, William Kuck. Mr. Kuck was operating his vehicle traveling west on U.S. Highway-278 in Beaufort County, State of South Carolina and stopped at a traffic light; Defendant Johnson was traveling in a easterly direction and attempted to cross U.S. Highway-278 and was struck by Defendant Hood who was operating her vehicle with no head lamps

illuminated; Defendant Hood rather than stopping. proceeded to drive through a median and strike the vehicle in which the Plaintiff was a passenger, causing a head-on collision.

FOR A FIRST CAUSE OF ACTION
AS TO DEFENDANT THRESE HOOD

5. That each and every allegation of Paragraphs 1 through 4 above is hereby realleged and reiterated as if fully set out herein.

6. That as a result of Defendant Hood's negligence, recklessness, carelessness, willfulness, wantonness, and gross negligence in the operation of their vehicles, the Plaintiff received serious injuries causing the Plaintiff to be under the care of a doctor, to incur medical expenses, to experience severe excruciating pain, that the Plaintiff has suffered serious injuries which have and will in the future cause her to endure great physical pain, suffering, mental anguish, emotional distress, and ultimately cause the Plaintiff to incur future medical bills.

7. That Defendant Hood was negligent, careless, reckless, grossly negligent, willful and wanton at the time and place above mentioned in the following particulars, to wit:

a) In operating the vehicle in an unlawful and reckless manner;

b) In driving too fast for conditions;

c) In failing to properly illuminate her headlamps/lights on the vehicle in which she was operating; as required by §S.C. Code Ann. 56-5-4450.

d) In failing to maintain a proper lookout;

e) In failing to apply her brakes, if she had any;

f) In failing to keep proper control of her vehicle;

g) In failing to take evasive action to avoid the collision;

h) In operating her vehicle in utter disregard for the safety of others on the highway;

i) In failing to obey the traffic laws;

j) In failing to exercise the degree of care that a reasonably prudent person would have exercised under the same or similar circumstances: and

k) In such other and further particulars that the evidence in trial may show;

8. All of which combined and concurred as a direct and proximate cause of the injuries and damages sustained by Plaintiff herein. said acts being in violation of the statutes and laws of the State of South Carolina.

9. That as a direct and proximate cause of the aforementioned negligence, of Defendant Hood, the Plaintiff was injured in the following particulars; she was caused to suffer personal injuries, she has been forced to incur doctor and medical bills. she has been forced much mental anguish and physical pain, she has been caused to lose enjoyment of life and that her injuries are serious in nature and pursuant to Section 19-1-150 of the Code of Laws of the State of South Carolina. she will continue to incur damages into the future all to the Plaintiff's damages in an amount to be determined by the trier of fact.

FOR A FIRST CAUSE OF ACTION
AS TO DEFENDANT ANTOINE JOHNSON

10. That each and every allegation of Paragraphs 1 through 9 above is hereby realleged and reiterated as if fully set out herein.

11. That as a result of Defendant Johnson's negligence. recklessness, carelessness. willfulness. wantonness, and gross negligence in the operation of his vehicle. the Plaintiff received serious and permanent injuries causing the Plaintiff to be under the care of a doctor. to incur medical expenses. to experience severe excruciating pain, that the Plaintiff has suffered serious and permanent injuries which have and will in the future cause her to endure great physical pain. suffering. mental anguish. emotional distress, and ultimately cause the Plaintiff to incur future medical bills and lead to her loss wages.

12. That Defendant Johnson was negligent. careless. reckless. grossly negligent. willful and wanton at the time and place above mentioned in the following particulars. to wit:

a) In failing to maintain a proper lookout;

b) In failing to apply his brakes. if he had any;

c) In failing to keep proper control of his vehicle;

d) In failing to obey the traffic laws:

e) In operating his vehicle in utter disregard for the safety of others on the highway;

f) In failing to take evasive action to avoid colliding with Defendant Hood;

g) In failing to exercise the degree of care that a reasonably prudent person would have exercised under the same or similar circumstances; and

h) In such other and further particulars that the evidence in trial may show;

13. All of which combined and concurred as a direct and proximate cause of the injuries and damages sustained by Plaintiff herein, said acts being in violation of the statutes and laws of the State of South Carolina.

14. That as a direct and proximate cause of the aforementioned negligence, of Defendant Johnson, the Plaintiff was injured in the following particulars; she was caused to suffer personal injuries, she has been forced to incur doctor and medical bills, she has been forced much mental anguish and physical pain, she has been caused to lose enjoyment of life and that her injuries are permanent in nature and pursuant to Section 19-1-150 of the Code of Laws of the State of South Carolina, she will continue to incur damages into the future all to the Plaintiff's damages in an amount to be determined by the trier of fact.

WHEREFORE, the Plaintiff prays for judgment against Defendant Therese Hood and Defendant Antoine Johnson for actual damages and for punitive damages as may be determined by the trier of fact. the cost of this action and for such other and further relief as this Court may deem just and proper.

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

BY: _____

R. Alexander Murdaugh
Post Office Box 457
Hampton, SC 29924
(803) 943-2111

~and~

Shane M. Burroughs
Justin T. Bamberg
LANIER & BURROUGHS, LLC
Post Office Drawer 2789
Orangeburg, SC 29116
(803) 268-9800

ATTORNEYS FOR PLAINTIFF

Hampton, South Carolina
March 9, 2016

STATE OF SOUTH CAROLINA COUNTY OF JASPER 2016 MAY -9 AM 9:5 William Kuck, Plaintiff, vs. Therese Hood and Antoine Johnson, Defendants.	IN THE COURT OF COMMON PLEASE FOR THE FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-27-0124 **ANSWER OF DEFENDANT THERESE HOOD (Jury Trial Demanded)**

TO: R. ALEXANDER MURDAUGH, ATTORNEY FOR PLAINTIFF MARY ELIZABETH KUCK

The Defendant, Therese Hood, answering the Complaint of the Plaintiff, above named, and responding to the allegations as follows:

1. Each and every allegation of the Complaint which is not specifically admitted, qualified or explained is denied and strict proof is demanded thereof.

2. Upon information and belief, Defendant Therese Hood admits the allegations contained in Paragraph 1 of the Complaint.

3. Defendant Therese Hood admits the allegations contained in Paragraph 2 of the Complaint.

4. Upon information and belief, Defendant Therese Hood admits the allegations contained in Paragraph 3 of the Complaint.

5. Defendant Therese Hood admits so much of the allegations of Paragraph 4 of the Complaint as alleges that the accident occurred on November 7, 2014 on U.S. Highway 278 in Beaufort County, State of South Carolina. As to the remaining allegations of Paragraph 4, Defendant Therese Hood denies same and demands strict proof thereof.

6. A response is not required for Paragraph 5 of the Complaint. However, in the event that a response is required, Defendant Therese Hood denies the allegations contained in Paragraph 5 of the Complaint and demands strict proof thereof.

7. Defendant Therese Hood denies the allegations contained in Paragraph 6 of the Complaint and demands strict proof thereof.

8. Defendant Therese Hood denies the allegations contained in Paragraph 7 of the Complaint and demands strict proof thereof.

9. Defendant Therese Hood denies the allegations contained in Paragraph 8 of the Complaint and demands strict proof thereof.

10. Defendant Therese Hood denies the allegations contained in Paragraph 9 of the Complaint and demands strict proof thereof.

11. A response is not required for Paragraph 10 of the Complaint. However, in the event that a response is required, Defendant Therese Hood denies the allegations contained in Paragraph 5 of the Complaint and demands strict proof thereof.

12. Defendant Therese Hood admits so much of the allegations of Paragraph 11 of the Complaint as alleges that Defendant Antoine Johnson failed to yield and keep a proper lookout. Defendant Therese Hood lacks sufficient information upon which to admit or deny the remaining allegations of Paragraph 11 of the Complaint and, therefore, denies same and demands strict proof thereof.

13. Defendant Therese Hood admits so much of the allegations of Paragraph 12 of the Complaint as alleges that Defendant Antoine Johnson failed to yield and keep a proper lookout. Defendant Therese Hood lacks sufficient information upon which to admit or deny the remaining allegations of Paragraph 12 of the Complaint and, therefore, denies same and demands strict proof thereof.

14. Defendant Therese Hood denies the allegations of Paragraph 12 of the Complaint and denies strict proof thereof.

15. Defendant Therese Hood lacks sufficient information upon which to admit or deny the allegations of Paragraph 14 of the Complaint and, therefore, denies same and demands strict proof thereof.

FOR A FIRST DEFENSE
(Reservation and Non-Waiver)

16. The allegations contained in the preceding paragraphs are incorporated herein as if fully repeated verbatim.

17. Defendant has not had an opportunity to conduct a thorough investigation or to engage in sufficient discovery regarding the circumstances of the Plaintiff's allegations. Accordingly, Defendant reserves the right to amend this Answer to assert additional defenses as may arise during the discovery process.

FOR A SECOND DEFENSE
(Intervening & Superseding Negligence)

18. The allegations contained in the preceding paragraphs are incorporated herein as if fully repeated verbatim.

19. That if the Defendant was negligent, which is specifically denied, the injuries and damages sustained by the Plaintiff, if any, were due to and caused by and were the direct and proximate result of the intervening and superseding negligence, carelessness, recklessness, willfulness and wantonness of others. This defense is asserted as a complete and total defense to all claims.

FOR A THIRD DEFENSE
(Bifurcated Jury Trial)

20. The allegations contained in the preceding paragraphs are incorporated herein as if fully repeated verbatim.

21. To the extent punitive damages are claimed, the Defendant demands a bifurcated jury trial pursuant to S.C. Code Ann. §15-32-520 and that said damages, if any, are limited to three times the amount of compensatory damages, or the sum of $500,000.00, whichever is greater, if any.

FOR A FOURTH DEFENSE
(Negligence of Third Party)

22. The allegations contained in the preceding paragraphs are incorporated herein as if fully repeated verbatim.

23. Plaintiff's alleged injuries were directly and proximately caused by a party other than this Defendant, who cannot be held liable for the negligence of others.

WHEREFORE, having fully answered the Complaint of the Plaintiff, the Defendant Therese Hood prays for a trial by jury and that the Plaintiff's Complaint be dismissed, together with the costs and disbursements of this action and for such other and further relief as this Court may deem just and proper.

CLAWSON and STAUBES, LLC

Christopher W. Nickels
Bar No.: 68601
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492-8144
Phone: (843) 577-2026
Fax: (843) 722-2867
Email: cnickels@clawsonandstaubes.com
Attorney for Defendant Therese Hood

Charleston, South Carolina

May _____, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF JASPER	)	CASE NO.: 2015-CP-27-00119
	)	
THERESE HOOD,	)	
	)	
Plaintiff,	)	**UIM CARRIER'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSION**
	)	
v.	)	
	)	
ANTOINE JOHNSON,	)	
	)	
Defendant.	)	

TO: KEVIN B. SMITH, ESQUIRE, ATTORNEY FOR PLAINTIFF

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, UIM Carrier USAA General Indemnity Company on behalf of Defendant, reserving the right to amend and/or supplement, hereby responds to Plaintiff's First Request for Admission to Defendant's UIM Carrier, as follows:

1. Admit that Plaintiff, Therese Hood, was operating her vehicle with her headlamps illuminated at the time of the collision.

RESPONSE: Denied.

Respectfully submitted,

CARLOCK COPELAND & STAIR, LLP

By: _____

JACKSON H. DANIEL, III
State Bar No.:70308

MADISON B. SUTTIE
State Bar No.: 101385

40 Calhoun Street, Suite 400
Charleston, SC 29401-3531
843-727-0307

Attorneys for USAA General Indemnity Company appearing pursuant to S.C. Code §38-77-160 on behalf of Defendant

EXHIBIT B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF JASPER	)	CASE NO.: 2015-CP-27-00119
	)	
THERESE HOOD,	)	
	)	
Plaintiff,	)	**CERTIFICATE OF SERVICE**
	)	
v.	)	
	)	
ANTOINE JOHNSON,	)	
	)	
Defendant.	)	

I hereby certify that I have this day served a copy of the within and foregoing pleading upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Kevin B. Smith, Esq.
Hoffman Law Firm
7087 Rivers Avenue
North Charleston, SC 29406
Attorney for Plaintiff Therese Hood

This 11th day of January, 2017.

Legal Secretary to Jackson H. Daniel, III

Carlock, Copeland & Stair LLP
40 Calhoun Street, Suite 400
Charleston, SC 29401-3531

11 P.3d 191
Newport v. USAA
2000 OK 59

Newport	v.	USAA
2000	OK	59
11	P.3d	191
71 OBJ 2062		

Case Number: 89791

Decided: August 18, 2000
Mandate Issued: 09/15/2000

Supreme Court of Oklahoma

Cite as: 2000 OK 59, 11 P.3d 191

Sammie Lou Newport, individually and as personal representative of the Estate of Bobby D. Newport, deceased, Appellee,
v.
USAA, an unincorporated reciprocal insurance association, Appellant,
v.
Donavan Terry, Third-Party Defendant.

CERTIORARI TO COURT OF CIVIL APPEALS DIVISION III

¶0 District Court of Pontotoc County, Honorable Thomas S. Landrith, entered judgment on jury verdict awarding damages against uninsured motorist carrier for policy benefits in addition to actual and punitive damages for failure to act in good faith and deal fairly with its insured. Court of Civil Appeals affirmed in part and reversed in part.

CERTIORARI PREVIOUSLY GRANTED; OPINION OF COURT OF CIVIL APPEALS VACATED;
TRIAL COURT AFFIRMED IN PART; REVERSED IN PART; CAUSE REMANDED TO TRIAL COURT WITH DIRECTIONS.

D. Lynn Babb, Haven Tobias, Pierce, Couch, Hendrickson, Baysinger & Green, L.L.P., Oklahoma City, Oklahoma, for Appellant.
Linda G. Alexander, Harris A. Phillips, Niemeyer, Alexander, Austin & Phillips, P.C., Oklahoma City, Oklahoma, for Appellant.
Michael G. Smith, D. Craig Shew, Laura J. Corbin, Smith, Shew, Scrivner & Corbin, P.C., Ada, Oklahoma, for Appellee.
Clyde A. Muchmore, Kevin D. Gordon, Crowe & Dunlevy, Oklahoma City, Oklahoma, for Amicus Curiae, State Farm Mutual Automobile Insurance Company.
Rex K. Travis, Oklahoma City, Oklahoma, for Amicus Curiae, Oklahoma Trial Lawyers Association.

HODGES, J.

[11 P.3d 194]

¶1 This litigation arose from an automobile collision on icy roads between an insured of United Services Automobile Association (USAA) and an uninsured motorist. On Thanksgiving Day, November 23, 1993, Bob Newport was driving home in a sleet storm. The roads in Pontotoc County were visibly icy and slick. Donovan Terry, age 16, was traveling on an intersecting road. When Terry was unable to stop his car at a stop sign, he slid into the intersection and into the path of Mr. Newport's car. Terry's car was hit on the driver's side by the front of Mr. Newport's car. Once Terry was able to get out of his car on the passenger side, he exclaimed : "It wasn't my fault, I just couldn't stop. I tried to stop but just kept sliding."

¶2 Mr. Newport was taken by ambulance to a local hospital. There, he was determined to have suffered a cervical spinal cord injury. When his condition worsened, he was transferred to a hospital in Oklahoma City on December 6th He died there on January 3, 1994, at the age of 59. He left behind his wife, emancipated children, and a new business.

¶3 Mr. Newport and his wife Sammie, were insured with USAA. Terry was uninsured. The Newports maintained uninsured motorist (UM) coverage with stacked policy limits totaling 1.5 million dollars. The Newports elected no medical benefits coverage (med-pay). Their health plan with CHAMPUS specifically excluded payment of medical claims covered by a UM policy until the UM carrier "has issued its payment toward [the] medical bills."

¶4 Within a few days after the collision, one of USAA's senior claims examiners, John Folgate, was assigned to handle the Newport claim, the Newports hired a local attorney, Denver Davison, and USAA hired Lee Lancaster of General Adjustment Bureau in Ada, Oklahoma, to investigate the matter. In early December, 1993, USAA made the UM portion of the Newport's policy "available" for the payment of medical bills and other out of pocket expenses incurred as a result of the collision. In late December, USAA made a $5,000 advance to help cover additional living expenses while the Newport family was in Oklahoma City. But when the Newport's lawyer repeatedly requested payment [11 P.3d 195] of specific medical expenses and funeral expenses, no payment was forthcoming and no explanation as to

why was given.

¶5 In May, 1994, USAA set the value of the Newport claim at $750,000 to $900,000, taking into account its determination of liability as 80% on the part of Terry and 20% on the part of Mr. Newport. USAA hired an attorney and gave him $750,000 authority to negotiate a settlement. Three offers below that authority and one at that amount were made and were rejected by Mrs. Newport. This action was filed on October, 11, 1994.

¶6 Mrs. Newport brought this action against USAA to recover the policy limits under the UM provisions of the insurance contract. She also brought a "bad-faith" claim based upon USAA's failure to deal fairly and in good faith in the handling of the UM claim. USAA added Terry, the uninsured motorist, as a third-party defendant. He is not a party to this appeal. Trial of these claims resulted in a unanimous jury verdict of 1.5 million dollars on the claim for policy proceeds, 7.5 million dollars in actual damages on the claim for bad faith, and 7.5 million dollars in punitive damages.

¶7 USAA brought this appeal asserting several errors in the trial of this matter. The Court of Civil Appeals affirmed the trial court's refusal to give an "unavoidable accident" instruction but reversed the trial court's submission of the bad-faith claim to a jury. USAA's other assertions of error were not addressed by the Court of Civil Appeals. This Court granted certiorari review and now vacates in part the opinion of the Court of Civil Appeals and affirms in part and reverses in part the judgment of the trial court. The cause is remanded with directions. Additional facts appear with the analysis of the issues to which they relate.

I. BAD FAITH

¶8 USAA argues that Ms. Newport failed to make out a prima facie case on her claim for breach of the duty of good faith and fair dealing. Thus, it urges error in the trial court's submission of the claim to a jury. USAA asserts it was entitled to judgment as a matter of law because its actions were understandable and reasonable under the circumstances.

¶9 An insurer has an "implied-in-law duty to act in good faith and deal fairly with the insured to ensure that the policy benefits are received." Christian v. American Home Assurance Co., 577 P.2d 899, 901 (Okla. 1978). The essence of a bad-faith action "is the insurer's unreasonable, bad-faith conduct, including the unjustified withholding of payment due under a policy." McCorkle v. Great Atl. Ins. Co., 637 P.2d 583, 587 (Okla. 1981).

¶10 The tort of bad faith does not foreclose the insurer's right to deny a claim, resist payment, or litigate any claim "to which the insurer has a legitimate defense."

Buzzard v. Farmers Ins. Co., 824 P.2d 1105, 1109 (Okla. 1991) (Buzzard II). "A [bad faith] cause of action will not lie where there is a legitimate dispute." Manis v. Hartford Fire Ins. Co., 681 P.2d 760, 762 (Okla. 1984). However, when presented with a claim by its insured, an insurer "must conduct an investigation reasonably appropriate under the circumstances" and "the claim must be paid promptly unless the insurer has a reasonable belief that the claim is legally or factually insufficient." Id. "The decisive question is whether the insurer had a "good faith belief, at the time its performance was requested, that it had justifiable reason for withholding payment under the policy." Id. (quoting Buzzard v. McDanel, 736 P.2d 157, 159 (Okla. 1987) (Buzzard I). "The knowledge and belief of the insurer during the time period the claim is being reviewed is the focus of a bad-faith claim." Id. (citing Buzzard I, 736, P.2d at 159).

¶11 An insurer is entitled to have any dispute concurring the reasonableness of its actions settled by a jury. "[I]f there is conflicting evidence from which different inferences may be drawn regarding the reasonableness of insurer's conduct, then what is reasonable is always a question to be determined by the trier of fact by a consideration of the circumstances in each case." McCorkle, 637 P.2d at 586-87. Thus, the question in this matter is whether a jury could [11 P.3d 196] reasonably infer that USAA was acting unreasonably and in bad faith.

A. Low-Ball Offers

¶12 By May 16, 1994, USAA's investigation had established that Terry was an uninsured motorist who lacked any assets to satisfy a judgment, that Terry was at least 80% negligent, and that the value of the Newport claim, taking into consideration the 80/20 evaluation of comparative negligence was between $750,000 and $900,000. A litigation supervision at USAA was given authority to settle the claim for up to $900,000. However, the lawyer hired by USAA was given authority to settle the claim for up to $750,000.

¶13 On May 27, 1994, USAA respond to Mrs. Newports March 11th demand letter for policy limits by a offering a structured settlement with a present value later estimated to be $500,000. The proposal was rejected. On June 17, 1994, USAA responded with a second proposed settlement, also dated May 27, 1994, with a present value of approximately $600,000. Mrs. Newport rejected the second offer and offered to settle the matter for $1,325.000. Her attorney would later testify at trial that she was beginning to feel harried and was "caving in." A third settlement proposal from USAA was made on June 27th with a present value of approximately $700,000. In this proposal USAA began to assert "the possibility and extent of negligence" in assessing the amount of loss. At trial, Mrs. Newport would assert that this was for the purpose of instilling fear. The offer was rejected and a counter offer was made for $1,175,000. In that response, Mrs. Newport's lawyer complained that USAA continued to make its offers in the form of a structured settlement

without disclosing the present value of the offers. On August 3, 1994, USAA made a "once and for all" offer with a present value latter estimated to be $750,000. In it, USAA's lawyer stated: "I have tried several cases in which the jury found for the defendant under similar weather and road conditions due to an unexpected ice and snow storm." This was the first indication that USAA believed it had an unavoidable accident defense. USAA's attorney also asserted that "USAA ha[d] not revealed the actual cost of the annuities offered [present value] because to do so would possibly subject the entire settlement to taxation." At trial Mrs. Newport's former attorney testified that this was simply not true. On October 7, 1994, Mrs. Newport rejected the offer and withdrew all previous settlement offers she had made. Four days later, this suit was filed.

¶14 Mrs. Newport maintains that she established a prima facie case of bad faith with undisputed evidence of "low balling," an insurer's intentional offer of a sum less than its own valuation of the claim. USAA contends that an offer less than the insurer's own internal estimated value is not bad faith. It notes that no reported case from any jurisdiction so holds.

¶15 Authority on this issue is indeed scant. It appears that no state appellate court has addressed this issue directly in a published opinion.1 However, a duty to promptly pay a valid claim has been clearly recognized by this Court's jurisprudence since an insurer's duty of good faith and fair dealing was articulated in Christian, 577 P.2d 899. An insurer may not treat its own insured in the manner in which an insurer may treat third-party claimants to whom no duty of good faith and fair dealing is owed.

¶16 This Court holds that following "an investigation reasonably appropriate under the circumstances," Buzzard II, 824 P.2d at 1109, an insurer must promptly settle the claim for the value or within the range of value assigned to the claim as a result of its investigation. An insurer's failure to do so may subject it to a claim for bad faith from [11 P.3d 197] its insured. This is not to say an insurer may not negotiate or litigate the value of the claim. The duty of good faith and fair dealing merely prevents an insurer from offering less than what its own investigation reveals to be the claim's value.

¶17 The Court of Civil Appeals in this matter held that there was no bad faith because the claim was not actually denied and negotiations were ongoing. However, an offer to make an insufficient payment is equivalent to a denial of that portion of the claim lying between the insurer's offer and the value or range of value which the insurer has assigned to the claim. Offers below the insurer's own calculation of the value of the claim are not a valid justification for withholding payment. 2

¶18 The first three of USAA's pre-litigation offers fell below the value it assigned to the Newport claim. A jury could reasonably conclude that USAA was not negotiating in good faith with its insured. The portion of the opinion of the Court of Civil Appeals opinion which holds that there was no bad faith is vacated.

B. Medical and Funeral Bills

¶19 USAA's senior claims examiner, Folgate, instructed the claims investigator, Lancaster, to assist the Newports in any way he could to minimize their out-of-pocket expenses. Further, Lancaster was directed to inform the Newports that their UM coverage was available for their immediate needs.

¶20. Lancaster made contact with Davison, the Newport's lawyer, on December 9, 1993. They discussed the accident, Mr. Newport's injuries, Mr. Newport's increased paralysis, and his transfer to Oklahoma City. They also discussed the need for payment of medical bills. Lancaster told Davison that USAA was making the UM portion of the Newport policy available to them for expenses such as medical bills. The conversation was followed by a letter from Lancaster dated December 16, 1993, to Davison which stated: "we are making our uninsured motorist portion of the policy available to Mr. Newport in hopes of alleviating any problems which might arise concerning his medical condition." A similar conversation took place between Davison and Folgate on December 15, 1993. On December 23rd , USAA advanced $5,000 to help cover additional living expenses while the Newport family was in Oklahoma City. Following Mr. Newport's death on January 3, 1994, Lancaster sent a second letter stating: "again, we offer any assistance to the family that is needed on a more immediate basis." It was Lancaster's intent that the UM policy would be available to pay medical and funeral expenses.

¶21 On March 11, 1994, Davison made a written demand for payment of the policy limits, including payment of the medical and funeral bills, less the $5,000 advance. As medical liens were filed and bills were received from medical providers, Davison made a second demand for payment. But despite Davison's demands and Lancaster's request to USAA that it pay Newport's medical bills, USAA never paid the medical or funeral bills.

¶22 USAA defends its inaction by arguing that nothing in the insurance contract required it to pay any medical or funeral bills. It notes that no "med-pay"3 coverage was purchased by the Newports. USAA's expert at trial attributed Lancaster's offers of financial assistance and the $5,000 advance in part to the "Christmas spirit."

¶23 The issue is not, however, whether USAA was obligated to provide medical coverage under a provision in its contract with the Newports. Payment of the medical and [11 P.3d 198] funeral expenses was sought as part of the Newport's claim for the losses incurred as a result of

Mr. Newport's collision with an uninsured motorist, not as med-pay coverage. The issue is whether USAA dealt with the Newports fairly and in good faith.

¶24 USAA promised to make the uninsured motorist coverage available, made a small advance towards that end, and then refused to make further payment on the claim outside a settlement far below the dollar value placed on the claim based on its own investigation. USAA's actions in handling the Newport's claim could reasonably be perceived as unreasonable and in bad faith. Therefore, it was for the jury to determine whether USAA's actions were reasonable under the circumstances.

II. BIFURCATION AND BUZZARD'S RELEVANCE
LIMITATION ON CERTAIN EVIDENCE

¶25 USAA urges that bifurcation of trial of the issues of Terry's responsibility for the collision and USAA's bad faith was required. Mrs. Newport claims the trial court lacked discretion to order bifurcation in this case. Amici Curiae, State Farm Mutual Automobile Insurance Company and the Oklahoma Trial Lawyers Association, have briefed the issues addressed in this section.

A. Bifurcation

¶26 The controlling law on bifurcation is found in this Court's decision in Buzzard I, 736 P.2d 157. There, insureds brought an action against their UM carrier for its bad-faith refusal of the claim. The trial court granted the insurer's motion to bifurcate trial of the issues of bad faith and whether insureds were legally entitled to recover from the underinsured motorist. The underinsured motorist had previously reached a settlement with the insured and was not a party to the action. The insureds sought and obtained a writ from this Court prohibiting bifurcation. This Court held that the issue of whether the insureds had a legal right to recover from the uninsured motorist was not separable from the question of whether the insurer had a good-faith belief that it had a justifiable reason for withholding payment under the policy. Id. at 159. Therefore, the trial court had "no authority . . . to require [the insureds] to submit to a separate trial as to the comparative fault of the [uninsured motorist]." Id.

¶27 Following a trial, the case was again submitted to this Court, this time, on the insurer's appeal from the jury's verdict for actual and punitive damages based upon the insurer's bad faith failure to honor its contract. In Buzzard II, 824 P.2d 1105, this Court explained that "[t]o determine the validity of the claim, the insurer must conduct an investigation reasonably appropriate under the circumstances. The knowledge and belief of the insurer during the time period the claim is being reviewed is the focus of a bad-faith claim." Id. at 1109 (citing Buzzard I, 736 P.2d at 159).

¶28 USAA does not ask this Court to overrule these holdings. Instead it attempts to distinguish this case from Buzzard. It states that Buzzard involved only one claim, for bad faith, brought solely against the insurer. USAA is correct in noting that the action was brought solely against the insurer. The underinsured motorist had settled with the insureds prior to the litigation. Buzzard I, 706 P.2d at 160 (concurring opinion). There was, however, a jury determination of the comparative fault of the two drivers in addition to the determination of bad faith.4

¶29 The fact that distinguishes the present case is that in Buzzard, the insurer did not add the underinsured motorist as a third-party defendant, perhaps due to the prior settlement. That fact alone does not make the Buzzard I holding concerning [11 P.3d 199] bifurcation any less applicable. An insurer may not defeat the application of the Buzzard holding simply by adding the uninsured motorist to the litigation.5 The holding is not limited to the situation in which the uninsured or underinsured motorist is not present in the suit.

B. Buzzard's Relevance Time Frame

¶30 In a similar argument USAA next challenges the application to this case of the holding in Buzzard II, that "[t]he information relevant at trial was that upon which [insurer] relied in refusing payment," 824 P.2d at 1114. Specifically, at trial, USAA requested an instruction on "unavoidable accident" be given to the jury and that the deposition of Mr. Newport's treating physician at the local hospital be admitted in an attempt to convince the jury that the collision did not cause Mr. Newport's death. Because other issues surround the instruction and the admission of the expert testimony, the two will be addressed separately.

I. Unavoidable Accident

¶31 USAA asserts error in the trial court's refusal to instruct on unavoidable accident. As the Court of Civil Appeals correctly held, the instruction would have been error under the facts of this case. Use of the instruction "should be restricted to those circumstances where the evidence indicates the occurrence was caused by unforeseen circumstances or conditions and not by the negligence of either party." Ankey v. Hall, 764 P.2d 153, 156 (Okla. 1988); Oklahoma Uniform Jury Instructions (Civil) No. 10.9.

¶32 Use of the instruction in this matter was not indicated. The roads were visibly icy during a sleet storm. In addition, USAA's investigation and evaluation of the claim had always indicated negligence on the part of one or both parties.

¶33 Further, the issue of unavoidable accident was not relevant to the knowledge and belief of USAA at the time the Newport claim was being evaluated. It was not until its fourth offer of settlement on August 3, 1994, well into settlement negotiations and long after it evaluated the claim on May 16, 1994, that USAA intimated its

intention to assert the defense. The absence of any mention of the defense prior to that time gives rise to an inference that its mention in the fourth offer was intended to coerce a settlement. The trial court did not err in refusing to give an unavoidable accident instruction.

2. Causation

¶34 USAA complains that the trial court excluded evidence "that might have convinced the jury that Terry did not cause Newport's death, or at least his alleged 39-day long pain and suffering." USAA wanted to admit the deposition of Dr. Borne, Mr. Newport's treating physician at the local hospital, to establish that no x-ray or CAT scan had established an actual fracture of Mr. Newport's neck. USAA's argument was that Mr. Newport's death was attributable to his (1) prior medical condition, (2) a "significant event" during physical therapy at the local hospital which resulted in paraplegia, (3) pneumonia, which he developed in the hospital, and ultimately (4) cardiac arrest. Thus, USAA argued that Mr. Newport's 39-day hospital stay, which ended with his death, was not attributable to the collision.

¶35 Evidence of Mr. Newport's prior medical condition had been presented as part of Plaintiff's case in chief because it was relevant to Mr. Newport's life expectancy and damages. Dr. Borne's deposition, taken five days before trial, was excluded following the trial court's review of the law of intervening cause and the Buzzard opinions, as cumulative and because it was taken by the attorney USAA had hired to negotiate the claim. That attorney was to be a witness at trial. [11 P.3d 200] As part of USAA's offer of proof, the deposition was made part of the record for appeal.

¶36 The trial court did not abuse its discretion in excluding the deposition. It was not relative to the issue of USAA's belief at the time it evaluated the Newport claim. In fact, nothing in it was an issue in this matter until shortly before trial. USAA's investigation revealed that Mr. Newport had complained at the scene that he could not move his neck and that he had suffered some paralysis.6 During negotiations, USAA never disputed that the collision had caused Mr. Newport's injuries and death. In its answer to Mrs. Newport's Petition, USAA admitted "the occurrence of the accident on November 25, 1993, and resulting injury to Bobbie D. Newport." No mention of the defense appears in the Pretrial Conference Order entered less than two weeks prior to trial.

¶37 During "the time period the claim [was] being reviewed," Buzzard II, 824 P.2d at 1109, there is no indication that USAA believed Mr. Newport's injuries were attributable to anything other than the collision. Despite written authority given in March, 1994 to obtain Mr. Newport's medical records, USAA chose to evaluate the claim without those records on May 16, 1994.

¶38 In addition, the trial court correctly observed that the information in Dr. Borne's deposition was cumulative. Most of the deposition centered on Mr. Newport's medical history. This included the fact that Mr. Newport suffered from ankylosing spondylitis, a fusion of the spine in fixed position, as a result of an ejection seat accident while he was in the Air Force in the 1950's. The condition left him slumped forward and unable to lay flat. He also suffered from emphysema and other health problems. After extensive review of Mr. Newport's medical history, Dr. Borne was asked whether the x-rays or CAT scans from the local hospital revealed a fracture in the spine. Dr. Borne stated that none could be seen and explained that the more sensitive MRI could not be performed, however, due to the size of the MRI unit at the local hospital and Mr. Newport's posture. Dr. Borne agreed with the medical examiner's notation on the death certificate that the injury was received in a motor vehicle collision and that Mr. Newport died from sepsis and pneumonia, complications of a cervical spine fracture/dislocation. Nothing in Dr. Borne's deposition attributed the cause of death to anything other than the collision.

¶39 Nor does Dr. Borne's testimony present facts which would give rise to a legitimate assertion of intervening cause.7 [11 P.3d 201] The result of the "significant event" to which USAA wishes to attribute Mr. Newport's initial paralysis was actually the onset of paraplegia during physical therapy on December 3, 1993. When asked if he had an opinion about what happened during the physical therapy procedure that caused the pain and numbness followed by complete paralysis, Dr. Borne responded by saying he had no idea. Thus, the trial court was correct in holding that there was no evidence of intervening cause to submit to the jury. III. JURY VERDICT AND AWARD OF PUNITIVE DAMAGES

A. Jury Verdict

¶40 The jury's verdict in this matter presents a situation which has not been specifically addressed in a published opinion of an appellate court in Oklahoma. Did the trial court abuse its discretion by directing the jury to reconsider its verdict rather than correcting the verdict as a matter of law? The question applies to two aspects of the jury's verdict.

¶41 The jury was instructed to determine the "full amount of any damages sustained as a result of the occurrence" The instruction failed to mention that only 1.5 million dollars of the damages, the policy limits, would be recoverable from USAA. The jury fixed the dollar amount of damages resulting from the collision in the sum of six million dollars.8

¶42 The jury was also instructed on Mrs. Newport's claim for actual and punitive damages based on USAA's bad faith. The instruction on punitive damages stated that "[i]n no event should the punitive damages exceed the amount of actual damages awarded." The instruction did

not distinguish between actual damages on the claim for UM benefits, for which no punitive damages are available, and actual damages on the bad-faith claim. The jury returned a verdict of 1.5 million dollars actual damages on the bad-faith claim and 7.5 million dollars in punitive damages.

¶43 After polling the jury twice as to the verdicts, the trial court, over USAA's objection, returned the jury to re-read the punitive damages instruction and, at the jury's request, furnished new verdict forms on the claims for compensatory

damages. The jury returned with a verdict of 1.5 million dollars as the amount of damages suffered as a result of Donovan Terry's negligence, 7.5 million dollars in actual damages on the bad-faith claim, and 7.5 million dollars in punitive damages. The trial court entered judgment on the second jury determination despite USAA's urging that the errors could be corrected by the court as a matter of law.

¶44 As a general rule, where the jury returns a verdict that is incomplete, ambiguous, or in disregard of the instructions, the trial court should direct the jury to retire to the jury room for further deliberations. Stephens v. Draper, 350 P.2d 506, 509 (Okla. 1960). Thus, this rule has been applied where jurors signed a verdict for the plaintiff but failed to fill in the blanks provided for the amounts to be awarded, Id. at 507, where the jury violated its instructions by apportioning damages between two joint tort feasors, Kansas City S. Ry. Co. v. Marrow, 326 P.2d 817 (Okla. 1958), and where the jury failed to fix the amount of the plaintiff's recovery, Keener v. Tully, 263 P.2d 513 (Okla. 1953). By negative implication, [11 P.3d 202] however, a jury should not be directed to re-deliberate unless the verdict is incomplete, ambiguous, or in disregard of the instructions.

1. Verdict on Claim for Policy Benefits

¶45 Here, there is no indication that the jury misapprehended the instructions regarding the amount of damages resulting from the collision or that the jury's verdict was in any way inconsistent with it. The instruction did not explain that policy limits would limit recovery against USAA to 1.5 million dollars. But nothing prevented the trial court from giving effect to the policy limits when he entered judgment on the jury's verdict. The jury could not be reasonably expected to cure the legal insufficiency in the instruction it was given. Under such circumstances, the jury should not have been directed to re-deliberate. The verdict resulting from the jury's instructions could and should have been corrected by the trial court as a matter of law. The trial court abused its discretion by not doing so. On remand the trial court shall enter judgment in the amount of policy limits, 1.5 million dollars, on Mrs. Newport's claim for UM policy benefits.

2. Verdict on Claim for Bad Faith

¶46 The verdict for actual damages on the claim for bad faith should also have been corrected as a matter of law. The punitive damages instruction9In no event should the punitive damages exceed the amount of actual damages awarded. stated that "[i]n no event should the punitive damages exceed the amount of actual damages awarded." 10 The instruction did not distinguish between [11 P.3d 203] actual damages on the claim for policy benefits and actual damages on the bad-faith claim. The jury court not be reasonably expected to cure the legal insufficiency in the instructions it was given.

¶47 The verdict resulting from the jury's instructions could and should have been corrected by the trial court as a matter of law. The trial court abused its discretion by not doing so. On remand the trial court shall enter judgment in the amount of policy limits, 1.5 million dollars, on Mrs. Newport's contract claim for UM benefits against USAA, 1.5 million dollars, the jury's initial determination, on her bad-faith claim, and 1.5 million dollars in punitive damages.

[11 P.3d 204]

B. Award of Punitive Damages

¶48 USAA asserts that the award of punitive damages in this matter was unjustified. This Court does not agree.

¶49 This Court has long held that "[a]n insurer's violation of the implied duty to deal fairly and act in good faith 'gives rise to an action in tort for which consequential, and in a proper case, punitive damages may be sought.'" McLaughlin v. National Benefit Life Ins. Co., 772 P.2d 383, 385 (Okla. 1988) (quoting Christian, 577 P.2d at 904). But "[c]learly, punitive damages do not ipso facto follow from every breach of this duty or in every case [in which] a jury may render a verdict for the wronged party." Id. See also Willis v. Midland Risk Ins. Co., 42 F.3d 607, 614-615 (10th cir. 1994) ("Even where there is evidence to support the recovery of actual damages in a bad faith action against an insurer, submission of the issue of punitive damages to a jury may be improper.").

¶50 Under the applicable version of the punitive damages statute, "[t]he availability of a punitive damages award is not automatic, but rather is governed by the standard applicable in other tort cases. The plaintiff must show that the defendant acted with oppression, malice, fraud or gross negligence or wantonness." Buzzard II, 842 P.2d at 1115. "The act which constitutes the cause of action must be activated by or accompanied with some evil intent, or must be the result of such gross negligence - such disregard of another's rights - as is deemed equivalent to such intent." Slocum v. Phillips Petro. Co., 678 P.2d 716, 719 (Okla. 1983).

¶51 The evidence presented at trial demonstrated

USAA's bad faith in its handling of the Newport claim. Based on this Court's review of the transcripts, exhibits and record on appeal, the jury was justified in finding oppression, malice, or wanton or reckless disregard of the Newport's rights. Further, the amount of punitive damages, which are today limited to the amount of 1.5 million dollars by the award of 1.5 million dollars in actual damages for bad faith, is not grossly excessive, nor does it appear to be the result of passion, prejudice, or improper sympathy. The award, as corrected is neither unjustified nor excessive.

IV. ATTORNEY FEES¶52 USAA challenges the trial court's award of $428,019.00 in attorney fees. It asserts error because (1) the award did not distinguish between a claim for which attorney fees are recoverable and one for which they are not, and (2) the amount of attorney fees is unjustified and unreasonable. USAA also objects to Mrs. Newport's request for appeal-related attorney fees.

¶53 This issue is controlled by today's pronouncement in Barnes v. Oklahoma Farm Bureau Mutual Insurance Co., 2000 OK 55 (July 18, 2000) (rehearing time pending). There, this Court reaffirmed its commitment to the American Rule that, with certain limited exceptions, attorney fees are not recoverable in the absence of contractual provision or specific statutory authority allowing their recovery. Id. at ¶¶ 45-56.

¶54 As in Barnes, Mrs. Newport was not provided the opportunity to apply for fees under a recognized exception to the American Rule. On remand, the trial court shall determine whether Mrs. Newport can prove herself entitled to such fees under a recognized exception to the American Rule.[1]

V. SUMMARY OF HOLDINGS AND DIRECTIONS ON REMAND

¶55 The trial court did not err by submitting the issue of bad faith to a jury. There was evidence of USAA's conduct from which a jury could reasonably conclude that it had not handled the Newports' claim in good faith and had not dealt with them fairly. From that evidence, an inference of oppression, malice, or wanton or reckless disregard of the Newports' rights could also reasonably be found on the part of USAA, justifying the submission of punitive damages to the jury. Also, the trial court's refusal to bifurcate [11 P.3d 205] claims and the limitations it set on certain evidence, based on the Buzzard holdings, were not error.

¶56 There was, however, error in the trial court's refusal to accept the initial jury verdict and correct it as a matter of law. The judgment entered on the second jury verdict is, therefore, reversed. On remand, the trial court is directed to enter judgment in the amount of 1.5 million dollars for UM policy benefits, 1.5 million dollars actual damages on the claim for bad faith, and 1.5 million dollars punitive damages on that claim. Further, the award of attorney fees must also be reversed. On remand, the trial court is authorized to determine whether Mrs. Newport's claim for attorney fees falls within a recognized limited exception to the American Rule.

CERTIORARI PREVIOUSLY GRANTED;OPINION OF COURT OF CIVIL APPEALS VACATED;TRIAL COURT AFFIRMED IN PART; REVERSED IN PART;CAUSE REMANDED TO TRIAL COURT WITH DIRECTIONS.

¶57 Hodges, Lavender, Kauger, Watt, Boudreau, JJ., concur.

¶58 Winchester, J., concurs in part; dissents in part:

¶59 Opala, J. dissents.

¶60 Summers, C.J., Hargrave, V.C.J., disqualified.

WINCHESTER, J., concurs in part; dissents in part:

¶1 I concur in the judgment for UM policy benefits, but I must dissent to the award for bad faith. The undisputed facts of this case do not support such an award.

OPALA, J., dissenting.

I cannot join today's pronouncement. I must recede from the unforeshadowed, sua sponte abandonment of Brashier v. Farmers Insurance Co., 1996 OK 86, 925 P.2d 20, whose death warrant is given retrospective effect in violation of Art 5, §§ 52 and 54, Okl.Const. For a detailed explanation of my views, see Barnes v. Oklahoma Farm Bureau Mut. Ins. Co., 2000 OK 58, P.3d (Opala, J., dissenting).

FOOTNOTES

1Research reveals only two federal decisions which have addressed the issue of insufficient payment or insufficient offer in the context of a claim for bad faith. See Shufford v. Integon Indemnity Corp., 73 Supp. 2d 1293, 1302 (M.D. Ala. 1999) ("Not only an outright refusal to pay, but also either an unwarranted delay in payment or an insufficient payment can form the grounds for a breach-of-contract claim."); Kosierowski v. Allstate Ins. Co., 51 F. Sup. 2d 583, 592 (E.D. Penn. 1999) (offer of half of amount adjustor was authorized to offer did not constitute bad faith under Pennsylvania law when value of claim was uncertain).

2Not every cause in which an insurer offers to settle a claim at a value less than that at which it originally evaluated a loss will support an award of bad faith damages. Under the facts presented - where the insurer's original offer was $250,000 less than the lowest value estimated for the claim, where offers were tendered which were difficult to appraise at a current value, and

where the final offer [the first one which fell within the appraised value of the claim] was accompanied by a threat that the insured might come away with nothing at trial - bad faith damages are recoverable.

3 "med-pay" is separate contractual coverage between the insurance company and the insured to reimburse the insured for medical expenses incurred from an automobile accident.

4As the Buzzard II opinion notes:

The jury returned a verdict in favor of [insureds], specifically finding that the [underinsured motorist] was 73% negligent and that [the insured driver] was 27% negligent. They found that actual damages were $750,000.00 reduced by [the insured driver's] negligence to $540,000.00 but limited by the insurance policy to $10,000.00. The jury awarded actual damages for bad-faith breach of contract in the amount of $200,000.00 and $200,000.00 in punitive damages.

824 P.2d at 1108.

5USAA knew early in its investigation that Terry was sixteen, was uninsured, and that he had no assets from which to satisfy a subrogation claim. Neither Mrs. Newport nor USAA sought payment of damages from Terry. The jury was instructed only to determine the amount of damages suffered as a consequence of the wrongful death of Mr. Newport. Under Keel v. M.F.A. Insurance Co., 553 P.2d 153, 158 (Okla. 1976), an insured may litigate the issue of responsibility for the accident against the UM insurer alone or with both the insurer and the uninsured motorist.

6A witness to the collision states that even before he could be removed from his car, Mr. Newport "complained of his neck. He stated he couldn't move his neck." In a "Telephone Assignment Confirmation" from USAA, the investigator is asked to perform a "full liability investigation," including "the condition of paralysis and how permanent it may be." The document is dated November 29, 1993, more than a week before the physical therapy "event" which USAA now claims to have caused Mr. Newport's paralysis.

The investigators's description of Mr. Newport's injury first appears in a report to USAA dated December 16, 1993. It states:

Initially Mr. Newport had received paralysis from his neck down. While in the hospital he did recover the use of his legs and of his arms to a certain extent. On approximately December 8, Mr. Newport was diagnosed as having pneumonia and was in critical condition. He was transported to an Oklahoma City hospital. They also discovered at that time that he had lost his feeling from his upper chest down and could no longer move his legs at all. Also, he was still able to move his hands, but at that point they were afraid of the possibility that Mr. Newport could die. In talking with relatives on December 13, I was able to find out that Mr. Newport had recovered somewhat, but was still in critical condition and in ICU in an Oklahoma City hospital. He still had not regained any feeling in his upper chest down, and could not move his legs. He was still able to move his arms at that time.

7An intervening cause is one that interrupts or breaks the connection between a defendant's act [or omission] and a plaintiff's injury.

[Defendant's] act [or omission] would not be the direct cause of [Plaintiff's] injury if another event intervened between the two and that event was:

1. Independent of [Defendant's] act [or omission];

2. Adequate by itself to cause [Plaintiff's] injury; and

3. Not reasonably foreseeable by [Defendant].

Oklahoma Uniform Jury Instructions (Civil) No. 9.8.

8Initially, the jury returned the following verdict:

In Favor Of On the Issue of In the Amount of

Plaintiff Negligence $6 million

[of Terry] [damages from collision]

Plaintiff Bad Faith $1.5 million

Plaintiff Punitive Damages $7.5 million

The jury returned to deliberate and returned the following verdict:

In Favor Of On the Issue of In the Amount of

Plaintiff Negligence $1.5 million

Plaintiff Bad Faith $7.5 million

Plaintiff Punitive Damages $7.5 million

9 Instruction Number 43

EXEMPLARY OR PUNITIVE DAMAGES

If you find in favor of Plaintiff, and grant her actual damages, and if you find the conduct of Defendant, United Services Automobile Association, was [or amounted to]:

Oppression;

Malice; or

Wanton or reckless disregard of another's rights;

then you may, in addition to actual damages, grant Plaintiff punitive damages in such sum as you reasonably

believe will punish Defendant, and be an example to others.

Oppression involves an act or failure to act that is done in a manner which injures another person with unnecessary harshness by misuse or abuse of authority or power, or by taking advantage of some weakness, disability, or misfortune of another person.

Malice involves either hatred, spite, or ill-will, or else the doing of a wrongful act intentionally without just cause or excuse.

The conduct of Defendant United Services Automobile Association was in wanton or reckless disregard of another's rights if Defendant was either aware, or did not care, that there was a substantial and unnecessary risk that its conduct would cause serious injury to others. In order for the conduct to be in wanton or reckless disregard of another's rights, it must have been unreasonable under the circumstances, and also there must have been a high probability that the conduct would cause serious harm to another person.

Punitive damages are not to be considered as compensation to Plaintiff, Sammie Lou Newport, as Personal Representative of the Estate of Bobby D. Newport, deceased, but as punishment of Defendant, United Services Automobile Association, and as an example to others to deter them from like conduct. The law does not require you to award punitive damages, and if you do so, you must use sound reason in setting the amount. You should be aware that the purpose of punitive damages is to punish, and not destroy, a defendant. In determining the amount of punitive damages, you may consider the following factors:

1. The harm that Defendant United Services Automobile Association's conduct has already caused and is likely to cause;

2. The degree of wrongfulness of Defendant United Services Automobile Association's conduct;

3. How long the conduct lasted and whether it is likely to continue;

4. Whether there was other similar conduct, and if so, how often it occurred;

5. How aware Defendant United Services Automobile Association was of the conduct and its consequences, and whether there were attempts to conceal the conduct;

6. Whether Defendant United Services Automobile Association benefitted from the conduct, and it so, whether that benefit should be taken away;

7. The need to discourage others from similar conduct; and

8. The financial resources of Defendant United Services Automobile Association.

In no event should the punitive damages exceed the amount of actual damages awarded.

10This action was filed prior to the "Tort Reform" legislation which took effect on August 25, 1995. Therefore, the trial court proceeded under section 9 of title 23 which provides:

A. In any action for the breach of an obligation not arising from contract, where the defendant has been guilty of conduct evincing a wanton or reckless disregard for the rights of another, oppression, fraud or malice, actual or presumed, the jury, in addition to the actual damages, may give damages for the sake of example, and by way of punishing the defendant, in an amount not exceeding the amount of actual damages awarded. Provided, however, if at the conclusion of the evidence and prior to the submission of the case to the jury, the court shall find, on the record and out of the presence of the jury, that there is clear and convincing evidence that the defendant is guilty of conduct evincing a wanton or reckless disregard for the rights of another, oppression, fraud or malice, actual or presumed, then the jury may give damages for the sake of example, and by way of punishing the defendant, and the percentage limitation on such damages set forth in this section shall not apply.

(emphasis added). In this matter, there was no determination by the trial court that there was "clear and convincing evidence" of wanton or reckless disregard for the rights of another, oppression, fraud or malice, actual or presumed." Thus, the jury was instructed that an award of punitive damages could not exceed the amount of actual damages awarded.

In 1995, the Oklahoma Legislature repealed section 9 and enacted section 9.1 Subsection A provides the following standard for the award of punitive damages:

A. In an action for the breach of an obligation not arising from contract, the jury, in addition to actual damages, may, subject to the provisions and limitations in subsections B, C and D of this section, give damages for the sake of example and by way of punishing the defendant based upon the following factors: the seriousness of the hazard to the public arising from the defendant's misconduct; the profitability of the misconduct to the defendant; the duration of the misconduct and any concealment of it; the degree of the defendant's awareness of the hazard and of its excessiveness; the attitude and conduct of the defendant upon discovery of the misconduct or hazard; in the case of a defendant which is a corporation or other entity, the number and level of employees involved in causing or concealing the misconduct; and the financial condition of the defendant.

Okla. Stat. tit. 23, § 9.1 (A) (Supp. 1995). Section 9.1

then specifically addresses an award of punitive damages against an insurer in subsections B, C, and D, which provide:

B. Category I. Where the jury finds by clear and convincing evidence that the defendant has been guilty of reckless disregard for the rights of others, or an insurer has recklessly disregarded its duty to deal fairly and act in good faith with its insured, the jury, in a separate proceeding conducted after the jury has made such finding and awarded actual damages, may award exemplary damages in an amount not to exceed the greater of:

1. One Hundred Thousand Dollars ($100,000.00); or

2. The amount of the actual damages awarded.

C. Category II. Where the jury finds by clear and convincing evidence that;

1. The defendant has acted intentionally and with malice towards others;

2. An insurer has intentionally and with malice breached its duty to deal fairly and act in good faith with its insured,

the jury, in a separate proceeding conducted after the jury has made such finding and awarded actual damages, may award exemplary damages in an amount not to exceed the greatest of:

a. Five Hundred Thousand Dollars ($500,000.00),

b. Twice the amount of actual damages awarded, or

c. The increased financial benefit derived by the defendant or insurer as a direct result of the conduct causing the injury to the plaintiff and other persons or entities.

The trial court, shall reduce any award for punitive damages awarded pursuant to the provisions of subparagraph c of this paragraph by the amount it finds the defendant or insurer has previously paid as a result of all punitive damage verdicts entered in any court of the State of Oklahoma for the same conduct by the defendant or insurer.

D. Category III. Where the jury finds by clear and convincing evidence that:

1. The defendant has acted intentionally and with malice towards others; or

2. An insurer has intentionally and with malice breached its duty to deal fairly and act in good faith with its insured, and the court finds, on the record and out of the presence of the jury, that there is evidence beyond a reasonable doubt that the defendant or insurer acted intentionally and with malice and engaged in conduct life-threatening to humans, the jury, in a separate proceeding conducted after the jury has made such finding and awarded actual damages, may award exemplary damages in any amount the jury deems appropriate, without regard to the limitations set forth in subsections B and C of this section.

11This Court's disposition of the attorney fee issue makes it unnecessary to rule on Mrs. Newport's motion to award attorney fees for appeal related services.

OK

P.3d

STATE OF SOUTH CAROLINA	)	THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 2018-CP-10-00666
THERESE HOOD,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
UNITED SERVICES AUTOMOBILE ASSOCIATION,	)	
	)	
Defendant.	)	

ORIGINAL

* * * * * * * * * * * * * * * * *

Videotaped
DEPOSITION OF: THERESE HOOD

DATE TAKEN: Thursday, February 7, 2019

TIME: 10:10 a.m.

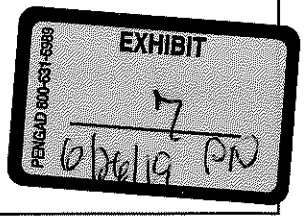
PLACE: Anastopoulo Law Firm
32 Ann Street
Charleston, South Carolina

REPORTED BY: EVE WILBANKS
Registered Professional
Reporter, Certified LiveNote
Reporter and Notary Public

* * * * * * * * * * * * * * * * *

POST OFFICE BOX 21119

CHARLESTON, SOUTH CAROLINA 29413



Electronically signed by Eve Wilbanks (101-177-349-6970)
cbddea70-a368-48ec-829b-8cfe2c89b43c

A P P E A R A N C E S

REPRESENTING THE PLAINTIFF:

ROY T. WILLEY, IV, ESQUIRE
Anastopoulo Law Firm
32 Ann Street
Charleston, South Carolina 29403
Roy@akimlawfirm.com

REPRESENTING THE DEFENDANT:

ROBERT W. WHELAN, ESQUIRE
Nelson Mullins Riley & Scarborough
151 Meeting Street
P.O. Box 1806
Charleston, South Carolina 29402
Robert.whelan@nelsonmullins.com

ALSO PRESENT: DOUG WHITE, LEGAL VIDEOGRAPHER

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

INDEX

TESTIMONY OF THERESE HOOD

EXAMINATION BY MR. WHELAN	4
EXAMINATION BY MR. WILLEY	184
RE-EXAMINATION BY MR. WHELAN	204
RE-EXAMINATION BY MR. WILLEY	219
REPORTER'S CERTIFICATE	221
ERRATA SHEET	222

INDEX OF EXHIBITS

Number	Description	Page
Deposition Exhibit No. 1	8/3/15 letter from Therese Hood to Mr. & Mrs. Kuck	6
Deposition Exhibit No. 2	Check from USAA	7
Deposition Exhibit No. 3	Case costs list	8
Deposition Exhibit No. 4	Plaintiff's Answers to Defendant's First Set of Interrogatories	9
Deposition Exhibit No. 5	Plaintiff's Answers to Defendant's Second Set of Interrogatories	10
Deposition Exhibit No. 6	Plaintiff's Answers to Defendant's First Set of Requests for Production	10
Deposition Exhibit No. 7	Plaintiff's Answers to Defendant's Second Set of Requests for Production	10
Deposition Exhibit No. 8	Section of trial testimony	159

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

S T I P U L A T I O N S

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

THE VIDEOGRAPHER: The date today is February 7th, 2019, and the time is 10:10. This is the video deposition of Therese Hood, in the matter of Therese Hood versus United Services Automobile Association, being heard in the State of South Carolina, Court of Common Pleas, County of Charleston, case No. 2018-CP-10-00666.

This deposition is being held at the Anastopoulo Law Firm, located at 32 Ann Street in Charleston, South Carolina. Will Counsel please identify themselves for the record?

MR. WILLEY: Roy Willey. I represent Ms. Hood.

MR. WHELAN: And I'm Robert Whelan. I represent USAA.

THE VIDEOGRAPHER: Please swear the witness.

THERESE HOOD, SWORN.

DIRECT EXAMINATION

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

BY MR. WHELAN:

Q. Good morning, Ms. Hood.

A. Good morning.

Q. You understand you've just taken an oath to tell the truth?

A. Yes.

Q. And can I and the Judge and the jury in this case rely on your testimony today as the truth, the whole truth and nothing but the truth?

A. Yes, sir.

Q. Excellent. Thank you. Um, if you don't hear one of my questions or if you don't understand one of my questions, will you please let me know?

A. Yes.

Q. Okay. Excellent. If you need a break for any reason, will you please let us know?

A. Yes.

Q. Okay. Are you feeling okay to testify today?

A. Yes.

Q. Are you taking any medication that would affect your ability to answer truthfully and completely?

A. No.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

Q. Is there any medication that you normally take that you're not taking today?

A. No.

Q. Okay. Now, I want to start with some documents.

(Deposition Exhibit No. 1, 8/3/15 letter from Therese Hood to Mr. & Mrs. Kuck, was marked for identification.)

BY MR. WHELAN:

Q. I'm going to hand you what I've marked as Exhibit 1. This is a letter dated August 3rd, 2015. It appears to be you -- from you to Mr. and Mrs. Kuck.

A. Yes.

Q. And is this a letter that you wrote to the Kucks?

A. Yes.

Q. And you sent it to them?

A. Yes.

Q. And this is when you were trying to get a statement from them; is that right?

A. No. I sent it to them -- not for a statement. Um, because I was upset because USAA was taking forever to handle this case, and I was hoping that by them willing to, um, negotiate with

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

me on something, that the case would move faster.

Q. So you sent that letter to the Kucks?

A. I did.

Q. Because you wanted them to tell USAA that your lights were on, correct?

A. No. Oh, let me read it. I did -- as the last paragraph says, "I do not want you to think that I am asking you to say anything."

Q. Okay. So isn't it true, though, that you wanted the Kucks to tell your attorneys or USAA or give somebody a statement, correct?

MR. WILLEY: Object to the form.

A. I don't recall.

Q. Okay. So you don't -- did you want the Kucks to do anything at all when you sent them this letter?

A. I wanted to inform them of what was happening with the case.

Q. Did you want them to do anything in response to this letter?

A. No. "I do not want you to think that I am asking you to do anything or say anything."

(Deposition Exhibit No. 2, Check from USAA, was marked for identification.)

BY MR. WHELAN:

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

Q. Exhibit 2 is a check in the amount of $1,023,993.15 made payable to Therese Hood and the Hoffman Law Firm. Have you seen this before?

A. Yes, sir.

Q. And did you receive this check?

A. I did, sir.

Q. Okay. And did you and the Hoffman Law Firm cash this check?

A. It was deposited into a trust, and he -- and the other attorneys we had to hire to represent me in the case had to be paid out of that amount, which was half -- a little less than half the amount.

Q. Okay.

(Deposition Exhibit No. 3, Case costs list, was marked for identification.)

BY MR. WHELAN:

Q. Exhibit 3 is a document we received from your attorneys.

MR. WILLEY: Just so the record is clear, the first one was A. So are we doing numbers or letters?

MR. WHELAN: We're doing numbers. That was from --

MR. WILLEY: Got it.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

MR. WHELAN: -- you all's production, and it was just premarked. So we've got 1, 2 and 3.

MR. WILLEY: Perfect.

BY MR. WHELAN:

Q. And so Exhibit 3, ma'am, is a list that has items that -- on the second page it says total $49,000. Do you recognize that?

A. I didn't get a copy of this, no, sir.

Q. Okay. So you have not seen this document?

A. I have not.

(Deposition Exhibit No. 4, Plaintiff's Answers to Defendant's First Set of Interrogatories, was marked for identification.)

Q. All right. Exhibit 4 are the Plaintiff's Answers to the Defendant's First Interrogatories in this case. Have you seen that -- this document before?

A. Yes, sir.

Q. Okay. And have you reviewed -- did you review it to make sure that the information in there was accurate?

A. Um, I did. And then, um, I gave my attorney, uh, other information so he could fill

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

it out.

Q. Okay.

(Deposition Exhibit No. 5, Plaintiff's Answers to Defendant's Second Set of Interrogatories, was marked for identification.)

BY MR. WHELAN:

Q. All right. Exhibit 5 are the Plaintiff's Answers to Defendant's Second Set of Interrogatories.

A. Okay.

Q. Is the same thing true for that, that you saw -- you saw these and assisted in answering them?

A. I was required to answer them.

(Deposition Exhibit No. 6, Plaintiff's Answers to Defendant's First Set of Requests for Production, was marked for identification.)

Q. Exhibit 6 are the Plaintiff's Responses to the First Requests for Production. Did you review these responses to make sure they were accurate?

A. Yes, I did, sir.

(Deposition Exhibit No. 7, Plaintiff's Answers to Defendant's Second Set of Requests for Production, was marked for identification.)

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

BY MR. WHELAN:

Q. Exhibit 7 are the Plaintiff's Responses to the Second Requests for Production. And did you review these documents -- or this document, excuse me?

A. Yes, sir.

Q. Um, now, you have given a deposition before, haven't you?

A. Yes.

Q. Just one time?

A. Just one time.

Q. And have you had -- have you been involved in any lawsuits besides the ones related to this accident?

A. Never.

Q. Have you ever filed any insurance claim besides the one related to this accident?

A. No.

Q. And have you ever been arrested?

A. No.

Q. I ask that of everyone.

A. Okay.

Q. It's not because you look like a convict.

A. Oh, thank God.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

Q. Now, what did you do to prepare for your deposition today?

A. Um, I was thinking. I wasn't sure what this deposition was for, and I was thinking it was about Mr. Daniels (sic), to be honest with you, because of how he had mistreated me during my deposition. And how every time I saw him in the room, he like accosted me, he treated me like less of a person, like a liar. And for two and a half years, waiting for this case to be resolved, when apparently you guys already knew I was innocent, I've had to deal with that.

Every day questioning myself, why would people think I'm a liar? You know, that's not me. And it's just -- it's been -- that part of it has been really hard. And so I was hoping he wasn't here today. So I appreciate the fact that you are here, and perhaps you'll have an open mind about me.

Q. Okay. Well, ma'am, the -- I'll ask you some more about what you just told me. But first what I'd like to know is if you did anything to prepare for this deposition.

A. I met with the attorneys that are representing me.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

Q. Okay. What attorneys did you meet with?
A. Mr. Wiley (sic).
Q. Anyone else?
A. No, sir.
Q. And when did you meet with Mr. Willey?
A. Wiley (sic)?
THE WITNESS: Is it Wiley?
MR. WILLEY: It doesn't matter.
A. I met with him -- um, well, I met with him today before the deposition, and we've been in constant contact through e-mail.
Q. Okay. All right. And how long did you meet today?
A. An hour --
Q. All right.
A. -- approximately.
Q. Did you review any documents?
A. No, sir.
Q. All right. And have you done anything else to prepare for your deposition?
A. No, sir.
Q. What is your current address, ma'am?
A. 832 North Aylesbury Road, Goose Creek, South Carolina.
Q. And how long have you lived there?

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

A. Thirteen years.
Q. And who lives there with you?
A. My husband, David.
Q. Anyone else?
A. No, sir.
Q. Um, now, the accident that gave rise to this suit happened November the 7th of 2014, right?
A. I believe so.
Q. Okay. And you retained an attorney within a few days of that accident, correct?
A. That's correct.
Q. Okay. Now, prior to retaining an attorney, did you have any communications with USAA concerning the accident?
A. I did not.
Q. Okay.
A. Because my injuries were so severe that I was hospitalized and, um -- but I believe my husband did make a claim to USAA that I had been in an accident.
Q. Okay. Are you aware of any other communication that your husband had with USAA, other than letting them know you had been in an accident?

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

A. No, sir.

Q. Now, when you retained an attorney, the attorney at that point dealt with your insurance claim; is that true?

A. I believe so.

Q. Okay. So in addition to turning over any lawsuit to your attorneys, you also turned over any insurance claim to your attorneys, correct?

MR. WILLEY: Object to the form.

A. I don't recall.

Q. Okay. Do you recall having -- my question is this, ma'am: Was it you that dealt with the insurance companies after you hired the attorneys, or was it the attorneys who dealt with the insurance companies?

A. The attorney.

Q. Okay. So given the fact that you were in the hospital immediately after the accident and you had an attorney within a few days after that, is it fair to say that you never had any direct dealings with USAA concerning this claim?

MR. WILLEY: Object to the form.

A. Um, I did have one contact with USAA, and that was after my deposition with Mr. Daniels

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

(sic), and I told them how badly he had treated me, that I expected more from my insurance company than what I got. I mean, we profess that USAA is the best insurance company, you should trust them with everything. And I was just really disappointed. So I asked -- I sent an e-mail and asked that they please reassign an attorney other than Mr. Daniels. And at that point, I had no idea who the attorneys were, because there was Mr. Nickels involved, and I thought these attorneys were supposed to be to support me, but it turned out that USAA didn't -- wasn't there to support me.

Q. Okay. So other than sending an e-mail after your deposition about Mr. Daniel, do you recall any other communications that you had with USAA?

MR. WILLEY: Object to the form.

A. I don't recall.

Q. Um, and have you provided that e-mail to your attorneys?

A. I did.

Q. Okay. Um, now, are you aware of anything that your attorneys said to USAA or that USAA said to your attorneys?

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

A. I don't recall.

Q. Okay. All right. And when did you first decide to sue USAA?

A. I filed an insurance claim and, um, at the trial, um -- besides being humiliated by everyone there and Mr. Daniels not accepting my witnesses because they were Catholic, and by the fact that on -- in one case, with Mr. Kuck, you had said that my high beams were on; and in my case, which you knew like five months after the accident by -- one of your own experts testified that I had my high beams on during the accident, then I felt you lied in one of those instances, or USAA lied in one of those instances. And I felt anger.

Q. Um, ma'am, the question that I would like to ask you is, when did you first decide to sue USAA?

MR. WILLEY: Object to the form.

A. Um, I don't recall, sir.

Q. Okay. Was there a particular event that occurred and you said, Well, I need to sue USAA because of it?

A. Um, I may have mentioned that to the -- I don't recall.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

Q. Okay. Do you recall -- when you sued USAA, do you recall what it was that triggered your suit against USAA?

A. It was the mistreatment of not being honest with me, for USAA looking out for their own interests and making up the case that would save them the most money.

Q. Okay.

A. I was not out to get USAA; I've been a USAA member for years. I still am. I just felt really let down. I mean, had I told publicly what had happened to me, USAA would have lost part of their reputation because of the stance that you took. And so when I see commercials about how well USAA treats other people, I have to wonder why you treated me that way.

Q. Okay. Well, I'll tell you what I'm going to do, is I'm going to ask you to list the problems that you had with USAA, the reason you're suing USAA. Okay? And we'll go through that. But before we do that, I want to just ask you a few other questions --

A. Okay.

Q. -- about some other things. So you mentioned that you've been with USAA for a long

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

time.

A. Yes.

Q. How long have you been with USAA?

A. I'm retired from the Army, so I've been with USAA -- and I retired in '92. I was in for 20 years. And I've been with USAA the majority of that time. And even with the accident, we increased our insurance to include home insurance, which we now have. So I didn't hold it against USAA. But I would say 30 or more years, easy.

Q. Well, thank you for your service and thank you for your membership. So you retired from the military in '92?

A. That's correct.

Q. And so I assume you would have been insured or had some USAA products while you were in the military; is that right?

A. Yes, yes.

Q. And when did you -- you said you were in for 20 years, so would you have gone in in '72?

A. '72.

Q. And do you recall when in between '72 and '92 you first became insured with USAA?

A. No, I don't recall.

Q. And so obviously you had auto insurance?

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

A. Yes. We've always had full coverage on all our vehicles, to include the other family members' vehicles.

Q. So like your children's vehicles?

A. Uh-huh.

Q. And did your children serve in the military?

A. No. Oh, yes. I'm sorry. My oldest daughter was an air traffic controller for six years. She's a member of USAA and so is her husband. My son-in-law and daughter are members of USAA. And my daughter served six years --

Q. Great.

A. -- as an air traffic controller, and she is now a civilian serving as an air traffic controller of DOD.

Q. So they were able to continue their membership, even after they left your household, with USAA?

A. Yes.

Q. So you had -- and have you always had your auto insurance with USAA since you left the military?

A. I believe so.

Q. Now, how about, do you have any other

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

insurance with USAA? You mentioned homeowners, maybe?

A. Yes. I have homeowners insurance. I don't know what --

Q. And how long --

A. I think we paid for that -- a year is like $14,000 for home insurance and our vehicles' insurance for the year, which we paid last year, which is coming due.

Q. Um, and did you say you switched to -- you said you increased your coverage with USAA after the accident. What do you mean by that?

A. No, no. I kept the same coverage. It's the same coverage. And both my husband and I have 2015 vehicles, and we still have a hundred percent, you know, uninsured motorist and all of the same things that we've always had.

Q. Okay. Super. Now, do you have any other products with USAA beyond insurance? By that, I mean, banking, investment, anything like that?

A. Um, yes. We have a 401(k) plan. We have checking and debit -- checking and savings. Sorry.

Q. So you do your banking through USAA?

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

A. As well.
Q. And they manage your retirement account?
A. Uh, they manage my husband's retirement account. I -- I have mine through Navy Credit Union, my retirement account --
Q. Okay.
A. -- and savings.
Q. Okay.
A. And I don't have a 401(k) with them. It's in savings.
Q. Gotcha. And putting this accident aside, if we could do that, all right --
A. Okay.
Q. No easy task. Um, but if you could put this accident aside and the claim arising from this accident aside, have you had any other complaint with USAA over your 30-plus years of --
A. No.
Q. -- using them?
A. I've been very satisfied.
Q. Great.
A. I think that's why it was so shocking to me that this happened.
Q. Now, as a result of this accident, you did receive various forms of money from different

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

sources, right?

A. I don't understand your question.

Q. Okay. So you had different claims as a result of the accident?

A. Yes.

Q. And you were paid different amounts for the accident? You were paid some amounts for the accident?

A. Uh, the person who hit me had GEICO Insurance. And within days of the accident, they decided to pay off the claim because they acknowledged that I wasn't at fault.

Q. Hmm.

A. So they immediately paid the 50,000, which I had to share with the Kucks. They got 25 and I got 25.

Q. Okay. And your understanding is that GEICO paid $25,000 to you within days of the accident?

MR. WILLEY: Object to the form.

A. Uh, I believe so.

Q. Okay.

A. It was very soon.

Q. All right. Um, and do you know what that money went -- do you know how that money was

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

used? Did you receive any of that money?

A. Oh, no. My attorney used it to pay off some -- well, not pay off, but pay some of my medical bills.

Q. Okay. And then do you know -- how about for the vehicle? Did you receive any compensation for the vehicle -- your vehicle that was damaged in the accident?

A. Um, I don't recall. My husband probably dealt with that.

Q. Okay. Were you aware that USAA paid over $17,000 for your damaged vehicle as a result of this claim?

A. No, sir. I -- after the accident, I was in, um, Hilton Head for a week. And then I had fractured my neck, and they couldn't deal with me, so they sent me -- they medevaced me, took me by ambulance to Savannah, Atlanta Memorial. And I was treated there for ten days. So I was in the hospital or in a nursing home for six weeks.

Q. Okay.

A. So a lot of these dealings I didn't deal with.

Q. Okay. How about, do you know whether a claim was made for personal injury protection,

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

also sometimes called PIP benefits?

A. I believe so.

Q. All right. Do you know whether that was paid and how much was paid for that?

A. Um, I think it -- I believe it was $50,000 for personal injury. And that went to pay for medical expenses. I had over $274,000 worth of expenses.

Q. Okay. And you don't have any criticism of USAA's handling of the $50,000 PIP payment or the property damage payment, do you?

MR. WILLEY: Object to the form.

A. Um, I don't believe. I'm not sure.

Q. Okay. Well, can you think of anything that you would criticize them for on those payments?

A. No.

MR. WILLEY: Object to the form.

A. No. Those, again, were handled by my attorney.

Q. All right. And then USAA paid -- not you, but they paid for an attorney to defend you when some people sued you, correct?

A. I don't recall.

Q. Let me just back up a little bit.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

A. Because there were so many attorneys involved and -- they took different positions at different times, and I have no, um, real recollection of who did what and who they were for and...

Q. Well, did you know that Antoine Johnson sued you -- or he filed a claim against you in court, he filed a counterclaim?

A. My attorney would have handled that.

Q. Did you know that Mr. Johnson sued you and requested damages and compensation for injuries he said you caused him in the wreck?

A. My attorney would have dealt with that.

Q. Okay. And did you know that USAA hired a lawyer to defend you from those claims?

A. Um, I know, and I remember at the trial that Mr. Daniels represented Mr. Johnson. I don't feel that I got really any support from USAA. I was -- that's basically all I can say. I just felt so upset that USAA wasn't there for me, that they didn't realize the anguish they were putting me through by having this case go so long and leaving me with that same attorney that supposedly is representing me and at court time defends Johnson. So that was USAA's decision to do that.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

So that left me with my attorney that I hired, and no representation from USAA.

Q. Okay. So as far as you know -- you knew, USAA did not hire any attorney to represent you and defend you from Mr. Johnson?

MR. WILLEY: Object to the form.

MR. WHELAN: I'm just asking her if she knows.

A. I -- I don't know that.

Q. Okay. And, um --

MR. WILLEY: Just to be clear, you're talking -- I think if -- I think the confusion is that they're separate cases. So I think if we talked about the individual attorneys --

MR. WHELAN: The Kucks --

MR. WILLEY: -- like who the attorneys were, that might help with maybe what you're trying to get at.

BY MR. WHELAN:

Q. Well, I don't know. Let me ask you this --

MR. WILLEY: Okay. Because I think she still thinks you're asking about Jack, and I don't think you're asking about Jack. So that's -- I think that's the confusion.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

BY MR. WHELAN:

Q. No, I'm not talking about Mr. Daniel.

A. Oh, you're talking about Mr. Nickels?

Q. Yes.

A. He was at my deposition. He was supposed to represent me, but there was nothing said during my deposition, except briefly introduced myself to him.

Q. All right. And your deposition -- so who was at your deposition? Mr. Daniel was?

A. Mr. Daniels.

Q. And then you had two attorneys there, right?

A. I had Kevin Smith --

Q. Right.

A. -- and Mr. Daniels (sic).

Q. Mr. Chris Nickels?

A. Right. I thought I said that the first one. Okay. Mr. Nickels --

Q. Yes.

A. -- and, um, I was told he was representing me.

Q. Okay.

A. And then Mr. Daniels, I was told he was representing me.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

Q. All right. Now, who told you Mr. Daniel was representing you?

A. I don't remember exactly who. It may have been my attorney; it may have been him. That whole deposition was such a mental anguish to me. From the beginning it was -- he -- he would try to put words in my mouth. He'd ask questions and then say -- and three, four questions later he'd come back to the answer I should have given him for the first question. But by then, I'm at this other. It was a nightmare. And that's recorded.

And -- so if he was representing me, he did, I would have to say, an awful job at it. But to be fair to him, he was consistent; he badgered all my witnesses and anybody else. I mean, he would treat them like liars. I told you about them being Catholic; they couldn't testify on my behalf. And I don't think you should hire him again would be my recommendation.

Q. Well, let's just do this: Let's just get into your complaints that are a part of this lawsuit. Okay?

A. Okay.

Q. Um, and I think that will help us going forward to just go ahead and get them out there.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

A. Okay.

Q. So tell us, why have you sued USAA?

A. Because of the breach of contract.

Q. Okay. I'm just going to make a list. Breach of contract.

A. And the fact that I was cleared by your experts about having my high beams on during the accident; and about USAA having taken two sides to the complaint to sue their behalf for not paying me, which led to all the mental anguish and the loss of money that I could have had from two years of having a million dollars versus getting it three years later.

And the mental anguish was severe enough that I had to go get treatment from a psychiatrist, which volunteered to do a deposition, and provided a letter to my attorney about what had caused all my mental anguish. Um, and -- I think that's --

Q. Okay. So can you think of anything else?

A. No.

Q. Okay.

A. I know there was something else. I just can't --

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

Q. You have been talking about Mr. Daniel a lot this morning, and you didn't just mention that.

A. Oh, I thought you had already wrote that down.

Q. Okay. No. I just want -- I want a full list.

A. Oh, um, yeah. He was the one that my doctor volunteered to do the test -- the deposition for on my behalf and wrote the letter to my attorney, Kevin Smith, about what that had caused and continued to cause, because I continued to go see her because I was questioning my own being, being whether I was a liar or whether I had made this up.

I questioned myself about everything. Because he got me so turned around about, I didn't make sense, I wasn't fit to sit through the deposition -- at one point, he said, Do you want me to stop? Because you're just not fit for this deposition.

I mean, what do you say to that? I said, No, I'm okay to go on. This is a nightmare. But anyway, hopefully I don't have to deal with this anymore.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

Q. All right. Um, well, let me, I guess, start with Mr. Daniel. This seems to be -- is it fair to say Mr. Daniel is the -- sort of the driver of this suit?

MR. WILLEY: Object to the form.

A. No. No.

Q. Well, you've gotten emotional twice today, and both times you were talking about Mr. Daniel.

A. Um, I guess, because of the other times, I'm angry. Because USAA knew about my innocence and basically put me through all this anguish for three years until finally a jury decided that I was innocent, and, um -- and then I was innocent by 49 percent. So there's still -- there's still 49 percent out there, or actually more, that think that I lied.

Because, see, when I was on the stand, he tried to do the same thing, to say I had lied about the stupid lights, the stupid lights. This whole case was about lights, whether they were on or they were off. And that really made me angry when you found out that they were on, and I didn't get to find that out. So I worried and worried why: Why am I still being accused of this stupid

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

light situation, when I know that they were on? I have an Equinox that has automatic lights. I have another Equinox because the first one saved my life during that accident.

Q. And do you remember, were your lights on at the time of the accident?

A. They were.

Q. Okay. And they were on the automatic setting; is that right?

A. Yes. And I had turned them on bright because when it -- when, um -- well, my -- when it gets, you know, a little -- I don't know -- I have a habit of turning them on at -- towards the end of the day, just to make sure that -- we're driving down winding roads or dark roads. In this case, I was on 278, which was well lit. Um, I don't know if I pushed the button for the on lights, because my whole body shifted, my whole front end was crushed. But I do remember putting them on, and that's what they found. And that was your expert that found it, not what I believed, not what I said.

Q. Okay. So you actually remember turning your high beams on?

A. It's been five years almost now. I -- I

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

don't recall.

Q. Okay. So you don't -- at this point, right now, in 2019, you do not recall whether you had turned your high beams on or not; is that fair?

A. I don't recall.

Q. Okay.

A. My attorney might be able to say something about that.

Q. Well, he wasn't with you, was he?

A. No.

Q. And you don't -- you don't remember now -- in 2019, you don't remember whether you had turned your low beams on; is that fair?

A. That's fair. Because I don't change any setting. It's on automatic. It's on automatic.

Q. Okay. And in 2019, can you say positively that your lights were on?

A. I have to go by what the expert said.

Q. Well --

A. That the lights were on.

Q. Okay. So in other words, if we were to put the expert aside, then you could not say whether your lights were on or not?

MR. WILLEY: Object to the form.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

A. Um, I would have -- I would say my lights were on because they're always on, and I never turn them off. I have no reason to turn them off. I don't even use that little button on the vehicle. So, yes.

Q. And you mentioned a habit of turning your bright lights on. Tell me about that.

A. Um, it wouldn't apply in this case.

Q. Okay. Um, now, are you suing USAA because of its selection of Jack Daniel as an attorney?

A. No. No.

Q. Are you suing USAA for Jack Daniel's behavior in the litigation?

A. No.

Q. Okay. Are you suing USAA for the distress that you had as a result of Jack Daniel's behavior?

A. No. I'm suing USAA for I believe your negligence on fulfilling my claim in a timely manner and to -- choosing sides that best suited USAA, and it was untruthful. And how can a company exist if it doesn't treat its people honestly and be able to support them in times of need? And this was the first accident I'd ever

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c

been in -- the first that I've had to file a claim. So it's not like I'm a habitual lawsuit person.

Q. Um, and when you say that -- when you say that USAA was negligent in fulfilling the claim, I think you said --

A. Yes.

Q. -- basically, are you saying they should have paid the money sooner?

A. Yes.

Q. Okay. And when you say that they were choosing sides, what do you mean by that?

A. Um, the Kucks eventually filed a lawsuit against me. And in that lawsuit, I don't know who represented USAA, but whoever it was, went with the persons, um, who did the light inspection -- the professional expert who did the light inspection and said that my lights were on. And when it actually -- throughout the whole rest of the case, it was determined that my lights were off. And then that caught you in a lie. What I could say is, you can't be in the same accident and have your lights on and off at the same time.

Q. Okay. Do you need a break? Are you good to keep going right now? It's up to you.

Electronically signed by Eve Wilbanks (101-177-349-6970) cbddea70-a368-48ec-829b-8cfe2c89b43c