

JEFFERY R. NABORS, P.C.

ATTORNEY AT LAW
5887 GLENRIDGE DRIVE
SUITE 100
ATLANTA, GEORGIA 30328

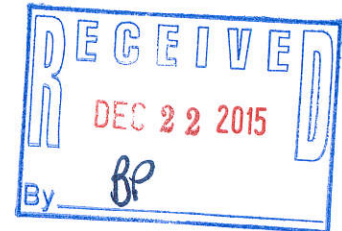
JEFFERY R. NABORS

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December 21, 2015

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Douglas S. Hollberg, Mayor
100 South Hill Street
3rd Floor
Griffin, GA 30223-3402



RE: Our Client: Rasheta Goggins
 Your Insured: Andrew Demarco Watkins, City of Griffin
 Date of Loss: June 24, 2015

Dear Mayor Hollberg:

I am writing to you in your capacity as Mayor/Commissioner of Spalding County. This letter is being forwarded to you pursuant to O.C.G.A. § 36-33-5.

This letter will serve as notice of the claim for injuries and damages being made by our client, Rasheta Goggins. The injuries sustained by my client occurred as the result of an automobile accident on June 24, 2015, when a City of Griffin employee, Andrew Demarco, while driving a City of Griffin vehicle, ran into a vehicle being operated by Rasheta Goggins. The accident occurred on E. Broad Street, at its intersection with N. 4th Street, Spalding County, Georgia.

Ms. Goggins suffered injuries to her neck and back. Ms. Goggins was diagnosed with a cervical strain/sprain, lumbar strain/sprain, both lumbar and cervical subluxations and muscle spasms. Ms. Goggins received medical care and treatment totaling \$7,682.00

Ms. Goggins has presented a claim for damages to your insurance carrier. The adjuster handling this matter is Francine Stewart with Gallagher Bassett, and the claim number is 010474-027553-AD-01. Ms. Goggins has made a demand of \$35,000.00 to settle all claims for injuries as a result of the above motor vehicle accident. Enclosed for your records, please find a copy of my demand letter to Francine Goggins dated December 5, 2012, along with a disc containing Ms. Goggins medical records and bills.

If you have any questions regarding this matter, please feel free to contact me.

With kindest personal regards, I am

Yours very truly,

A handwritten signature in blue ink, appearing to read "Jeffery R. Nabors", with a long horizontal flourish extending to the right.

Jeffery R. Nabors

JRN/hlm
Enclosures

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December 02, 2015

Ms. Francine Stewart
Gallagher Bassett
100 Crescent Center Parkway
Suite 600
Tucker, GA 30084

RE: Claimant: Rasheta Goggins
Your Insured: Andrew Demarco Watkins
Claim Number: 010474-027553-AD-01
Date of Accident: June 24, 2015

Dear Ms. Stewart:

As you are aware, we represent Rasheta Goggins with respect to her claim for injuries she sustained in the above referenced motor vehicle collision. As has been previously reported, Rasheta Goggins was involved in an automobile collision with your insured. We believe that our client has now achieved maximum medical improvement and we would take this opportunity to present her claim for damages.

Facts

According to our client, the police report and all other information we have reviewed, on June 24, 2015 at approximately 3:16 PM, the vehicle Ms. Goggins was involved in a collision with your insured. (See the attached Georgia Uniform Motor Vehicle Accident Report).

Liability

As your investigation should reflect, as is evident from the foregoing, and as is supported by the Georgia Uniform Motor Vehicle Accident Report your driver was clearly responsible for the property damages and injuries resulting from this collision.

As an experienced adjuster, you know that your insured has a duty to exercise ordinary care in the operation of their motor vehicles so as to not cause injury to others. In this particular situation, your insured driver failed pay proper attention as he backed his vehicle out of a parking space. As your insured driver backed his vehicle he struck our client's vehicle on the passenger side so as to negligently cause property damages and bodily injury to our client.

Injuries and medical expenses

Following the accident, Ms. Goggins was in a great amount of pain and discomfort. She went to Spalding Regional Medical Center where she was treated in the Emergency Room. After being treated and released, Ms. Goggins attempted to get relief from her injuries by resting and taking care of herself. Unfortunately she was unable to overcome her injuries without additional professional medical assistance.

Due to the persistent pain she was experiencing, Ms. Goggins treated with Dr. Andrew Hartpence. She was complaining of neck pain and lower back pain. Her diagnosis was cervical sprain/strain and lumbar sprain/strain. Her treatment included chiropractic manipulation, electrical muscle stimulation, cryotherapy and mechanical traction.

Despite various medical records, which may already be in your possession, we are providing a complete set of medical records we have obtained from the medical providers, which are relevant to our client's injuries sustained in the collision, which is the subject of this claim.

A re-cap of our client's medical expenses shows:

| | |
|----------------------------------|-------------------|
| Spalding Regional Medical Center | \$1,050.00 |
| Dr. Andrew Hartpence | <u>6,127.00</u> |
| TOTAL | \$7,177.00 |

As you are aware, in all cases where liability is established, necessary expenses resulting from the injuries are legitimate items of damages, and such items would include medical expenses such as hospital bills, doctor bills and medical expenses (See O.C.G.A. § 51-12-7; *Georgia Power Co. v. Clark*, 69 Ga. App. 273 (1943); *Georgia Railway and Power Co. v. Ryan*, 24 Ga. App. 290 (1919). See also, O.C.G.A. § 51-12-7).

Lost wages

At the time of the accident, Ms. Client was employed as a cashier at East Griffin Grocery earning \$9.00 per hour. Due to the pain she suffered in this accident, Ms. Goggins was unable to work for four (4) days. She makes a claim for lost wages of \$288.00. ($\$9.00/\text{hour} \times 8 \text{ hours/day} \times 4 \text{ days} = \288.00)

Pain and suffering

We can't take back or even stop the pain that may persist in victims of automobile collisions, and we often times really don't know how much additional costs for treatment, if any, will be. Certainly we can come up with all sorts of theories of how to compensate victims such as Rasheta Goggins for their past and future pain and suffering, but suffice to say no one has come up with a viable theory for calculating the worth of pain.

As you are aware, pain and suffering are legal items of damages to be awarded in accordance with the enlightened conscience of fair and impartial jurors. Questions of how much and how

long a plaintiff has suffered, or will continue to suffer are also questions for jurors (See *Western, etc. Railroad Co., v. Young*, 83 Ga. 512 (1889); *Redd v. Peters*, 100 Ga.App. 316 (1959); *Southern Railway Co. v. Bottoms*, 35 Ga.App. 804 (1926); *Brock v. Cato*, 75 Ga.App. 79 (1947); *Williams v. Vinson*, 104 Ga.App. 886 (1961); *Shore v. Ferguson*, 142 Ga. 657 (1914), and *Everett v. Holmes*, 126 Ga.App. 208 (1972)).

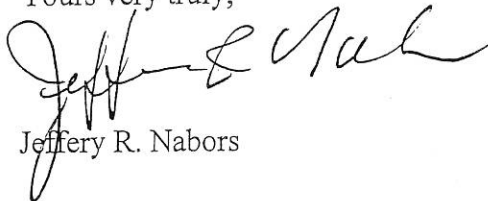
Conclusion

Clearly we can demonstrate \$7,177.00 in medical expenses and \$288.00 in lost wages. Keeping these figures in mind and considering the issues of liability, the pain and suffering and all of the other issues which typically surround this type of claim, for purposes of compromise and settlement, we have been authorized to make a demand of **\$35,000.00** to settle all past and future claims against your insured and driver which we understand to be within policy limits. If we are incorrect and our demand exceeds policy limits, you are advised to notify us immediately or we will be entitled to presume that our demand is within policy limits.

As noted above, **THIS OFFER IS BEING SUBMITTED TO YOU AS A GOOD FAITH EFFORT TO SETTLE AND COMPROMISE**. Any statements contained herein should not be considered proper evidence in accordance with O.C.G.A. § 24-3-37. We trust that you will carefully examine the foregoing along with any other evaluation materials you have available to you respecting this case. We further trust that you will respond in the same good faith in which this offer of settlement and compromise was made. We will hold this offer open for thirty (30) days from your receipt of this correspondence in the expectation that this will provide you with adequate time to formulate an informed decision.

In the meantime, I truly hope we can reach an amicable resolution of this matter. I feel we have provided you with adequate support documentation upon which you can base a decision and a good faith response to our offer of settlement compromise. If you care to discuss this case with me further before you provide a formal response, I would welcome the opportunity to hear from you.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Jeffery R. Nabors", written in a cursive style.

Jeffery R. Nabors

JRN/bbn
Enclosures