



September 14, 2007

[REDACTED]
Attention: [REDACTED]
[REDACTED]
[REDACTED]

VIA FACSIMILE: [REDACTED]
& REGULAR MAIL

RE: My client: [REDACTED]
Your Insured: [REDACTED]
Claim No.: [REDACTED]
Date of Loss: December 16, 2006

Dear Ms. [REDACTED]

This will acknowledge receipt of your letter of September 12, 2007 in which you make an opening offer of \$50,000.00. This offer is grossly inadequate and is rejected. I would like to respond to some of the issues you raise in this claim.

I understand that you are approaching this claim as a 50/50 liability case. This is not reasonable, and indicates to me that you are not fully considering the evidence. Specifically, the following is documented by David [REDACTED] the independent witness in this case:

1. [REDACTED] was NOT speeding at the time he was heading east on Trouble Creek just prior to the impact;
2. [REDACTED] was not doing anything improper or reckless, and had the right of way;
3. Your insured, intending to pull out of Sam's Club and head west on Trouble Creek, pulled the infamous left turn in front of Mr. [REDACTED] (if you have any experience with motorcyclists, the "left turner" is considered to be one of the biggest perils that exist);
4. During the left turn, your insured evidently saw Mr. [REDACTED] then stopped in his lane of traffic; and
5. Mr. [REDACTED] took evasive actions to avoid a collision with your insured, which resulted in laying his bike down.

Please tell me where you get a valid argument that Mr. [REDACTED] was 50% at fault. He avoided the collision, which, being on a motorcycle, was priority number one. Was Mr. [REDACTED] supposed to think that your insured was going to continue with his left turn? Was he supposed to anticipate that your insured would stop in the middle of the lane of

SCOTT M. MCPHERSON, P.A.

traffic? Do you seriously think a jury is going to fault Mr. [REDACTED] at all, when his actions avoided a collision and he had the right-of-way at all times? I think you should be very concerned about a motorcyclist winding-up on the jury, because even making such an argument will be offensive.

In any event, your offer is unreasonable as it does not fairly take into consideration all of the injuries to my client, including his closed head injury. At this time, I would ask that you review the demand package again, and:

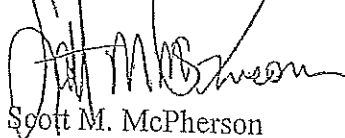
A) Acknowledge, in good faith, that your insured is liable and caused the accident (any discounts you have made based on Mr. [REDACTED]'s supposed fault should be reconsidered), and

B) Reply with a Good Faith offer that accurately reflects both liability and damages.

For my client's part, the initial reaction was not to move off of the \$250,000.00 demand. However, to demonstrate our good faith, my client has agreed to make a counter-offer of \$225,000.00.

Please reply at your earliest convenience.

Very sincerely yours,



Scott M. McPherson

SMM/dmb

M.A.C