

Appendix A

- 5/25/05: telephone conference between Copley and Burd “re: Florida law.” (Ex. 152.)
- 5/26/05: Burd’s first invoice has entry for email with Copley re: “case law and claims handling.” (Ex. 52.)
- 5/26/05: internal email from Burd to Tew Cardenas associates re: getting Burd a recent case from 4th DCA re: multiple claimant situation “in other words the insurer cannot just select 1 claimant to payoff then walk away; it dealt with bad faith against the insurer.” (Ex. 318.)
- 5/26/05: email from Burd to Copley attaching the *Farinas v. Florida Farm Bureau General Insurance Co.*, 850 So. 2d 555 (Fla. 4th DCA 2003), decision. (See Ex. 49.)
- 5/27/05: Burd’s time entry for review and analysis of claims file. (See Ex. 52.)
- 5/27/05: Burd time entry for telephone conference with Copley re: claim. (See *id.*)
- 6/13/05: email from Copley to Burd confirming Burd’s “handling instructions in this matter” and stating that Burd was being hired “at this early stage due to the facts looking rather bad for the insured and the complexities brought on by multiple claimants.” (Ex. 53.)
- 6/14/05: Burd time entry for receipt/review Copley’s email re: “latest developments.” (Ex. 55.)
- 6/29/05: email from Burd to Copley and Paul Leonard (Copley’s supervisor) with subject line of “Bad Faith.” Discusses whether *Farinas* case was appealed and discusses another decision that deals with a multiple claimant situation, stating “you may find the case of *General Security v. Marsh*, 303 F. Supp. 2d 1321[,] instructive, especially for Valiant Air.” (Ex. 347.)
- 6/29/05: Burd invoice entry re: “[r]eview/analyze Florida case law regarding settlement issues.” (Ex. 55.)
- 7/27/05: email from Copley to Robert Porter regarding his telephone conference with Burd re: “approaching the McDonough claimants with the idea of them agreeing to our offering limits to the Paynes.” (Ex. 58.) Copley further stated that Burd “said he sees no problem with that as he does not feel he represents McDonough.” (*Id.*)
- 8/1/05: email from Copley to Burd re: CTC’s first contact with claimant’s attorney. In the email, Copley states “[a]s you know limits are available. Please advise if it would be in best interest of the insured to get the limits on the table relatively quickly or perhaps wait and see what this lawyer has in mind.” (See Ex. 99.)

- 8/2/05: email trail starting with Burd to Copley where Burd answers the above 8/1/05 email inquiry and states that “we should make contact with the attorneys for Payne to get an idea of what they want.” Further, Burd asks Copley if he has heard from the deceased family. In his response, Copley indicates that CTC is in touch with McDonough’s son, and adds, “I would certainly think it is in their best interest to get on board with a limits offer to Payne.” Burd responds by stating, “Sounds good to me.” (Ex. 62.)
- 10/03/05: email from Copley to Haire in which Copley forwards an update that states that there has been no change in Payne’s condition and that his response and activity level is that of a 4 year old. Copley states that it does not look good for Payne and that he has forwarded this information to Burd asking if “we need to make any offers at this point.” (Ex. 65; *see also* Ex. 152 in which Copley makes time entry for “[r]eview update from adjuster; draft csp to atty re: status.”)
- 10/07/05: Copley’s time entry for telephone call with Burd “re: settlement.” (Ex. 152.)
- 10/12/05: Burd invoice contains time entry for “[r]eview and analyze [] potential bad faith issues and duties of insurer.” (Ex. 66.)
- 11/07/05: Copley time entry for telephone conference with Burd “re: offering limits.” (Ex. 152; *see also* Ex. 131 - Burd invoice which makes entry of same date for telephone conference with Copley “regarding settlement issues.)
- 11/10/05: Burd’s invoice contains entry for “[r]eview/analyze [] Copley’s e-mail regarding settlement.” (Ex. 131.)
- 11/23/05: Burd invoice contains entry for telephone conference with Copley regarding settlement. (*See id.*)
- 12/14/05: Copley emails Burd advising that Porter spoke with Payne’s attorney regarding accepting limits offer. (Ex. 73.)
- 12/21/05: Burd invoice contains entry for telephone conversation with Copley “regarding status of settlement.” (Ex. 132.) Copley has time entry for telephone conference with Burd “re: offer and status.” (*See* Ex. 152.)
- 2/24/06: Copley has time entry for “meet with atty Burd re: settlement status.” (*Id.*)
- 3/13/06: Copley email to Burd asking, “[w]hat do you think about offering \$750,000(?) + to get this matter moving? We expect they will come back with a limits demand, which is what we wanted in the first place.” (Ex. 104.)
- 3/14/06 Burd responds to the above inquiry from Copley with email stating, “[t]hey seem to be trying to set this up for bad faith as clearly there have been offers. I would suggest we try to get a demand from them first or just offer the policy limits.” (Ex. 104; *see also* Ex

152: Copley time entry on same date for “[r]eview file re: status, t/c with attorney re: settlement.”)

***** March 21, 2006 - Payne’s Attorney Rejects \$850,000 Settlement Offer *****

- 3/28/06: Burd has invoice entry for telephone conference with Copley “regarding settlement overtures.” (Ex. 133.)
- 4/03/06: Burd writes his first letter to VAC advising them that USSIC has retained him to represent VAC. Burd also encloses a copy of the Statement of Insured Client’s Rights. (*See* Ex. 83.)

***** September 2006 - Payne’s lawyers file suit against VAC*****

- 10/12/06: Burd writes letter to Payne’s counsel (with fax copy to Copley and Morris) professing surprise that suit had been filed because he thought an agreement had been reached to settle the case in August. (Ex. 85); (*see also* Ex. 137, Burd invoice contains time entry for “[p]reparation of letter to plaintiff regarding settlement.”).
- 10/15/06: Burd invoice contains time entries for “[r]eciept and review plaintiff’s demand/bad-faith letter,” and “[d]raft/revise [p]reparation of e-mail to W.Copley regarding bad-faith letter.” (Doc. 137.)
- 10/16/06: Burd invoice contains time entries for “[t]wo telephone conferences with W. Copley regarding bad-faith,” and “[a]nalysis of issues regarding tender of policy limits.” (*Id.*)
- 10/18/06: Burd writes another letter to Payne’s counsel (with fax copy to Copley and Morris) accusing them of engaging in “revisionist history,” and reiterating USSIC’s offer to settle for \$1,000,000.00, subject to getting a release from the McDonough estate. (Ex. 113.) Burd invoice contains time entries for “[t]elephone conference with W. Copley regarding various matters,” “[t]elephone conference with W. Copley regarding status of matter,” “[d]raft/revise [p]reparation of letter regarding options,” and “[a]nalysis of research regarding issue of tender of policy limits.” (Doc. 137.)
- 10/19/06: Burd invoice contains time entries for “[r]esearch the good faith of an insurer in settling claims with multiple defendants and the standard for bad faith and draft letter to insurer on these issues,” “[a]nalysis of prior correspondence regarding settlement,” “[a]nalysis of issues regarding plaintiff’s rejection of tender,” and “analysis of issues regarding settlement tender; draft letter regarding same.” (*Id.*)
- 10/20/06: Burd invoice contains time entry for “[r]eview/analyze letter from opposing counsel regarding status of settlement offers.” (*Id.*)
- 10/24/06: Burd writes Copley a letter summarizing Florida law on an insurer’s obligations regarding claims settlement where there are multiple claimants and the policy limits are

potentially inadequate to settle all the claims. (Ex. 90); (*see also* Ex. 137, Burd invoice for “[f]inalize letter to Mr. Copley regarding claim”).