

EXHIBIT 2

Christine L. Vandergriff

From: Robert T. Shaffer III
Sent: Thursday, August 28, 2008 11:39 AM
To: Christine L. Vandergriff
Subject: FW: Savoy v. Harrah's

From: Walter Gillcrist [mailto:WGillcrist@budownoble.com]
Sent: Tue 8/19/2008 10:30 AM
To: Robert T. Shaffer III
Subject: RE: Savoy v. Harrah's

thanks for clarifying that. However, there is good case law that prevents removal where a plaintiff voluntarily reduces and/or limits the claim below the jurisdictional limit. Whether a plaintiff does so for economic reasons, convenience, tactics or whatever isn't pertinent to the jurisdictional issue, in my view. Anyway, I'll be filing the motion to remand. I assume I do not have your consent and will so reflect that in the motion. In the meantime, please advise re settlement which where we started.

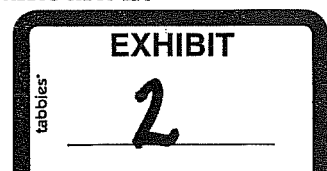
haffer III [mailto:RShaffer@murphyshaffer.com]
Sent: Tuesday, August 19, 2008 8:45 AM
To: Walter Gillcrist
Subject: RE: Savoy v. Harrah's

Mr. Gillcrist,

The basis for removal did not become apparent to me until we spoke yesterday. I asked you if your client had a settlement demand. You told me you thought your office had made a settlement demand previously, although you were less than certain about the exact amount because you had not worked on the file for sometime. You thought your client's previous demand was \$120,000 but you told the adjuster she would accept \$90,000.

After we spoke, I called my client to inquire whether in fact a demand had been received. I learned that a demand for \$90,000 had been made by your office on Monday, February 25, 2008, which I presume followed an earlier demand of \$120,000, as you suggested during our call yesterday. I can only assume the offer was made in good faith and represents what you and your client believed then, and still believe now, to be a fair and reasonable amount of compensation for her claim. I also noted that in your letter to my client's claim administrator dated November 15, 2007, you presented specials in excess of \$28,000. Thus, although my client strongly disagree with the alleged legal bases for your client's claim, making a demand for \$90,000, slightly more than three times the amount of the specials, did not seem like a stretch to me. In my experience, it is typical for plaintiff's counsel to make settlement demands in the range of 3 to 5 times specials.

Notwithstanding your client's attempt to frustrate removal by demanding \$74,999, there is a line of federal cases suggesting that a defendant may nonetheless remove a diversity case from state court where other evidence demonstrates that the actual amount in controversy satisfies the court's \$75,000 threshold requirement. In our opinion, the amount of the plaintiff's specials, her alleged pain and suffering, and your office's \$90,000 demand for settlement establish that the amount in controversy is more than \$75,000.



Bob

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From: Walter Gillcrist [<mailto:WGillcrist@budownoble.com>]
Sent: Monday, August 18, 2008 5:55 PM
To: Robert T. Shaffer III
Subject: RE: Savoy v. Harrah's

thank you for your email. But what is incorrect about it is the suggestion that the present settlement demand is \$90,000. or that I indicated to you today that this is her current settlement position. I related only to you that this was a prior (pre-suit, long before suit actually) settlement demand which was rejected by your client's adjuster and that I would get back to you after speaking with my client to let you know her current settlement position.

The reason it is important for me to state this is that I sense you are using her prior demand (which was only for negotiation and which was rejected and therefore no longer pertinent) for your removal position. You state that there is "indisputable" evidence that the claim exceeds the jurisdictional minimum. I would be curious to know what this evidence is. Anyway, to be clear, the claim is only for the amount prayed for in the Complaint, and I have conferred with my client and she will accept this amount to settle the claim. That is, the case can be settled to today for the amount prayed for in her Complaint.

During our conversation today, you did not mention anything about removal which was obviously something already on your mind. I trust, of course, that your call was in earnest and that it was not an effort to buttress your position on removal. Anyway, I look forward to receiving the hard copies of your pleadings. We will be filing a motion to remand the case to where it was filed as soon as possible. In the meantime, please let me know your client's settlement position.

Thank you.

From: Robert T. Shaffer III [<mailto:RShaffer@murphyshaffer.com>]
Sent: Monday, August 18, 2008 4:03 PM
To: Walter Gillcrist
Subject: Savoy v. Harrah's

Mr. Gillcrist,

It was nice to speak to you on the telephone earlier today. My client has confirmed that Ms. Savoy has made a settlement demand for this case in the amount of \$90,000, which you mentioned

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during out telephonic conversation earlier today. Notwithstanding the plaintiff's attempt to prevent removal by pleading the case as one seeking damages of only \$74,999, there is other indisputable evidence that the actual amount in controversy exceeds the federal court's threshold jurisdictional amount of \$75,000 in diversity actions. Accordingly, we have exercised our right to remove the case to federal court. Copies of the removal papers filed today are attached for your convenience. Hard copies will follow by the regular mail.

Further, I have confirmed that the complaint names the wrong entities. Neither Harrah's Entertainment, Inc. nor Harrah's Operating Company own or operate the Atlantic City Casino where the incident allegedly occurred. The third named "defendant," Harrah's Hotel and Casino, is a property, not an entity. In order to avoid a motion to dismiss, we would be happy to stipulate to an amendment joining the correct party. Please let me know your preference as soon as possible but no later than close of business tomorrow.

Bob

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