

MORGAN & MORGAN

May 11, 2022

CERTIFIED MAIL-RETURN RECEIPT



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Progressive Insurance Company
600 N. Westshore Blvd., Suite 400
Tampa, FL 33609

RE: Our Client: Peggy Denton
Your Insured: Savannah Watson
Date of Loss: July 289, 2022
Claim No.: 21-3607199

Dear Sir or Madam:

Please see attached the CRN filed with the Department of Financial Services in the above-referend claim.
Please contact our office with any questions.

Sincerely,

Tyler B. Everett



Civil Remedy Notice of Insurer Violations

Filing Number: **626992**

Filing Accepted: **5/11/2022**

Warning! Information submitted as part of this civil remedy notice is a public record. Data entered into this form will be displayed on the DFS website for public review. Please DO NOT enter Social Security Numbers, personal medical information, personal financial information or any other information you do not want available for public review.

- The submitter hereby states that this notice is given in order to perfect the rights of the person(s) damaged to pursue civil remedies authorized by Section 624.155, Florida Statutes.

Complainant

Name: **DENTON PEGGY**
Street Address: **5620 SYCAMORE ROAD**
City, State Zip: **TALLAHASSEE, FL 32301**
Email Address: **SEADES@FORTHEPEOPLE.COM**
Complainant Type: **Insured**

Insured

Name: **DENTON PEGGY**
Policy #: **49069170**
Claim #: **21-3607199**

Attorney

Name: **TYLER EVERETT**
Street Address: **313 NORTH MONROE STREET SUITE 401**
City, State Zip: **TALLAHASSEE, FL 32301**
Email Address: **TEVERETT@FORTHEPEOPLE.COM**

Notice Against

Insurer Type: **Authorized Insurer**
Name: **PROGRESSIVE SELECT INSURANCE COMPANY**

Please identify the person or persons representing the insurer who are most responsible for/knowledgeable of the facts giving rise to the allegations in this notice.

KATHRYN VARNER

Type of Insurance: **Auto**



Civil Remedy Notice of Insurer Violations

Filing Number: **626992**

Reason for Notice

Reasons for Notice:

Unsatisfactory Settlement Offer

Claim Delay

Unfair Trade Practice

Failure to tender limits

PURSUANT TO SECTION 624.155, F.S. please indicate all statutory provisions alleged to have been violated.

624.155(1)(b)(1) Not attempting in good faith to settle claims when, under all the circumstances, it could and should have done so, had it acted fairly and honestly toward its insured and with due regard for her or his interests.

624.155(1)(b)(2) Making claims payments to insureds or beneficiaries not accompanied by a statement setting forth the coverage under which payments are being made.

624.155(1)(b)(3) Except as to liability coverages, failing to promptly settle claims, when the obligation to settle a claim has become reasonably clear, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage.

624.401(1) No person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance, in this state except as authorized by a subsisting certificate of authority issued to the insurer by the office, except as to such transactions as are expressly otherwise provided for in this code.

624.401(2) No insurer shall from offices or by personnel or facilities located in this state solicit insurance applications or otherwise transact insurance in another state or country unless it holds a subsisting certificate of authority issued to it by the office authorizing it to transact the same kind or kinds of insurance in this state.

624.401(3) This state hereby preempts the field of regulating insurers and their agents and representatives; and no county, city, municipality, district, school district, or political subdivision shall require of any insurer, agent, or representative regulated under this code any authorization, permit, or registration of any kind for conducting transactions lawful under the authority granted by the state under this code.

624.401(4)(a) Any person who acts as an insurer, transacts insurance, or otherwise engages in insurance activities in this state without a certificate of authority in violation of this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

624.401(4)(b)(1) However, any person acting as an insurer without a valid certificate of authority who violates this section commits insurance fraud, punishable as provided in this paragraph. If the amount of any insurance premium collected with respect to any violation of this section is less than \$20,000, the offender commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, and the offender shall be sentenced to a minimum term of imprisonment of 1 year.

624.401(4)(b)(2)	However, any person acting as an insurer without a valid certificate of authority who violates this section commits insurance fraud, punishable as provided in this paragraph. If the amount of any insurance premium collected with respect to any violation of this section 2 is \$20,000 or more, but less than \$100,000, the offender commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, and the offender shall be sentenced to a minimum term of imprisonment of 18 months.
624.401(4)(b)(3)	However, any person acting as an insurer without a valid certificate of authority who violates this section commits insurance fraud, punishable as provided in this paragraph. If the amount of any insurance premium collected with respect to any violation of this section 3 is \$100,000 or more, the offender commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, and the offender shall be sentenced to a minimum term of imprisonment of 2 years.
626.9541(1)(i)(1)	Attempting to settle claims on the basis of an application, when serving as a binder or intended to become a part of the policy, or any other material document which was altered without notice to, or knowledge or consent of, the insured.
626.9541(1)(i)(2)	A material misrepresentation made to an insured or any other person having an interest in the proceeds payable under such contract or policy, for the purpose and with the intent of effecting settlement of such claims, loss, or damage under such contract or policy on less favorable terms than those provided in, and contemplated by, such contract or policy.
626.9541(1)(i)(3)(a)	Failing to adopt and implement standards for the proper investigation of claims.
626.9541(1)(i)(3)(b)	Misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue.
626.9541(1)(i)(3)(c)	Failing to acknowledge and act promptly upon communications with respect to claims.
626.9541(1)(i)(3)(d)	Denying claims without conducting reasonable investigations based upon available information.
626.9541(1)(i)(3)(e)	Failing to affirm or deny full or partial coverage of claims, and, as to partial coverage, the dollar amount or extent of coverage, or failing to provide a written statement that the claim is being investigated, upon the written request of the insured within 30 days after proof-of-loss statements have been completed.
626.9541(1)(i)(3)(f)	Failing to promptly provide a reasonable explanation in writing to the insured of the basis in the insurance policy, in relation to the facts or applicable law, for denial of a claim or for the offer of a compromise settlement.
626.9541(1)(i)(3)(g)	Failing to promptly notify the insured of any additional information necessary for the processing of a claim.
626.9541(1)(i)(3)(h)	Failing to clearly explain the nature of the requested information and the reasons why such information is necessary.
626.9541(1)(o)(1)	Knowingly collecting any sum as a premium or charge for insurance, which is not then provided, or is not in due course to be provided, subject to acceptance of the risk by the insurer, by an insurance policy issued by an insurer as permitted by this code.
626.9541(1)(o)(2)	Knowingly collecting as a premium or charge for insurance any sum in excess of or less than the premium or charge applicable to such insurance, in accordance with the applicable classifications and rates as filed with and approved by the office, and as specified in the policy; or, in cases when classifications, premiums, or rates are not required by this code to be so filed and approved, premiums and charges collected from a Florida resident in excess of or less than those specified in the policy and as fixed by the insurer.
626.9541(1)(o)(3)(a)	Imposing or requesting an additional premium for a policy of motor vehicle liability, personal injury protection, medical payment, or collision insurance or any combination thereof or refusing to renew the policy solely because the insured was involved in a motor vehicle accident unless the insurer's file contains information from which the insurer in good faith determines that the insured was substantially at fault in the accident.

- 626.9541(1)(o)(3)(b) An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of non-renewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was lawfully parked.
- 626.9541(1)(o)(3)(b) An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of non-renewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was reimbursed by, or on behalf of, a person responsible for the accident or has a judgment against such person.
- 626.9541(1)(o)(3)(b) An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of non-renewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was struck in the rear by another vehicle headed in the same direction and was not convicted of a moving traffic violation in connection with the accident.
- 626.9541(1)(o)(3)(b) An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of non-renewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was hit by a "hit-and-run" driver, if the accident was reported to the proper authorities within 24 hours after discovering the accident.
- 626.9541(1)(o)(3)(b) An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of non-renewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was not convicted of a moving traffic violation in connection with the accident, but the operator of the other automobile involved in such accident was convicted of a moving traffic violation.
- 626.9541(1)(o)(3)(b) An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of non-renewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was finally adjudicated not to be liable by a court of competent jurisdiction.
- 626.9541(1)(o)(3)(b) An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of non-renewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was in receipt of a traffic citation which was dismissed or nolle prossed.
- 626.9541(1)(o)(3)(b) An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of non-renewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was not at fault as evidenced by a written statement from the insured establishing facts demonstrating lack of fault which are not rebutted by information in the insurer's file from which the insurer in good faith determines that the insured was substantially at fault.

626.9541(1)(o)(3)(c)	In addition to the other provisions of this subparagraph, an insurer may not fail to renew a policy if the insured has had only one accident in which he or she was at fault within the current 3-year period.
626.9541(1)(o)(4)	Imposing or requesting an additional premium for, or refusing to renew, a policy for motor vehicle insurance solely because the insured committed a non-criminal traffic infraction as described in s. 318.14.
626.9541(1)(o)(5)	Upon the request of the insured, the insurer and licensed agent shall supply to the insured the complete proof of fault or other criteria which justifies the additional charge or cancellation.
626.9541(1)(o)(6)	No insurer shall impose or request an additional premium for motor vehicle insurance, cancel or refuse to issue a policy, or refuse to renew a policy because the insured or the applicant is a handicapped or physically disabled person, so long as such handicap or physical disability does not substantially impair such person's mechanically assisted driving ability.
626.9541(1)(o)(7)	No insurer may cancel or otherwise terminate any insurance contract or coverage, or require execution of a consent to rate endorsement, during the stated policy term for the purpose of offering to issue, or issuing, a similar or identical contract or coverage to the same insured with the same exposure at a higher premium rate or continuing an existing contract or coverage with the same exposure at an increased premium.
626.9541(1)(o)(8)	No insurer may issue a non-renewal notice on any insurance contract or coverage, or require execution of a consent to rate endorsement, for the purpose of offering to issue, or issuing, a similar or identical contract or coverage to the same insured at a higher premium rate or continuing an existing contract or coverage at an increased premium without meeting any applicable notice requirements.
626.9541(1)(o)(9)	No insurer shall, with respect to premiums charged for motor vehicle insurance, unfairly discriminate solely on the basis of age, sex, marital status, or scholastic achievement.
626.9541(1)(o)(10)	Imposing or requesting an additional premium for motor vehicle comprehensive or uninsured motorist coverage solely because the insured was involved in a motor vehicle accident or was convicted of a moving traffic violation.
626.9541(1)(o)(11)	No insurer shall cancel or issue a non-renewal notice on any insurance policy or contract without complying with any applicable cancellation or non-renewal provision required under the Florida Insurance Code.
626.9541(1)(o)(12)	No insurer shall impose or request an additional premium, cancel a policy, or issue a non-renewal notice on any insurance policy or contract because of any traffic infraction when adjudication has been withheld and no points have been assessed pursuant to s. 318.14(9) and (10).
626.9541(1)(x)(1)	Refusal to insure, or continue to insure, any individual or risk solely because of race, color, creed, marital status, sex, or national origin.
626.9541(1)(x)(2)	Refusal to insure, or continue to insure, any individual or risk solely because of the residence, age, or lawful occupation of the individual or the location of the risk.
626.9541(1)(x)(3)	Refusal to insure, or continue to insure, any individual or risk solely because of the insured's or applicant's failure to agree to place collateral business with an insurer.
626.9541(1)(x)(4)	Refusal to insure, or continue to insure, any individual or risk solely because of the insured's or applicant's failure to purchase non-insurance services or commodities, including automobile services as defined in s. 624.124.
626.9541(1)(x)(5)	Refusal to insure, or continue to insure, any individual or risk solely because of the fact that the insured or applicant is a public official.
626.9541(1)(x)(6)	Refusal to insure, or continue to insure, any individual or risk solely because of the fact that the insured or applicant had been previously refused insurance coverage by any insurer.

626.9551(1)(a)	No person may require, as a condition precedent or condition subsequent to the lending of money or extension of credit or any renewal thereof, that the person to whom such money or credit is extended, or whose obligation the creditor is to acquire or finance, negotiate any policy or contract of insurance through a particular insurer or group of insurers or agent or broker or group of agents or brokers.
626.9551(1)(b)	No person may reject an insurance policy solely because the policy has been issued or underwritten by any person who is not associated with a financial institution, or with any subsidiary or affiliate thereof, when such insurance is required in connection with a loan or extension of credit; or unreasonably disapprove the insurance policy provided by a borrower for the protection of the property securing the credit or lien. For purposes of this paragraph, such disapproval shall be deemed unreasonable if it is not based solely on reasonable standards, uniformly applied, relating to the extent of coverage required by such lender or person extending credit and the financial soundness and the services of an insurer. Such standards shall not discriminate against any particular type of insurer, nor shall such standards call for the disapproval of an insurance policy because such policy contains coverage in addition to that required.
626.9551(1)(c)	No person may require, directly or indirectly, that any borrower, mortgagor, purchaser, insurer, broker, or agent pay a separate charge in connection with the handling of any insurance policy that is required in connection with a loan or other extension of credit or the provision of another traditional banking product, or pay a separate charge to substitute the insurance policy of one insurer for that of another, unless such charge would be required if the person were providing the insurance.
626.9551(1)(d)	No person may use or provide to others insurance information required to be disclosed by a customer to a financial institution, or a subsidiary or affiliate thereof, in connection with the extension of credit for the purpose of soliciting the sale of insurance, unless the customer has given express written consent or has been given the opportunity to object to such use of the information. Insurance information means information concerning premiums, terms, and conditions of insurance coverage, insurance claims, and insurance history provided by the customer. The opportunity to object to the use of insurance information must be in writing and must be clearly and conspicuously made.
626.9551(2)(a)	Any person offering the sale of insurance at the time of and in connection with an extension of credit or the sale or lease of goods or services shall disclose in writing that the choice of an insurance provider will not affect the decision regarding the extension of credit or sale or lease of goods or services, except that reasonable requirements may be imposed pursuant to subsection (1).
626.9551(2)(b)	Federally insured or state-insured depository institutions and credit unions shall make clear and conspicuous disclosure in writing prior to the sale of any insurance policy that such policy is not a deposit, is not insured by the Federal Deposit Insurance Corporation or any other entity, is not guaranteed by the insured depository institution or any person soliciting the purchase of or selling the policy; that the financial institution is not obligated to provide benefits under the insurance contract; and, where appropriate, that the policy involves investment risk, including potential loss of principal.
626.9551(2)(c)	All documents constituting policies of insurance shall be separate and shall not be combined with or be a part of other documents. A person may not include the expense of insurance premiums in a primary credit transaction without the express written consent of the customer.
626.9551(2)(d)	A loan officer of a financial institution who is involved in the application, solicitation, or closing of a loan transaction may not solicit or sell insurance in connection with the same loan, but such loan officer may refer the loan customer to another insurance agent who is not involved in the application, solicitation, or closing of the same loan transaction.

626.9551(4)	No person may make an extension of credit or the sale of any product or service that is the equivalent to an extension of credit or lease or sale of property of any kind, or furnish any services or fix or vary the consideration for any of the foregoing, on the condition or requirement that the customer obtain insurance from that person, or a subsidiary or affiliate of that person, or a particular insurer, agent, or broker.
626.9705(1)	No life or disability insurer shall refuse to renew, sell, or issue a life or disability insurance policy, establish or charge a premium or rate to an applicant or a prospective policyholder, or establish or charge an unfair, discriminatory premium or rate to such person solely on the ground that the applicant or policyholder suffers from a severe disability.
626.9705(2)	"Severe disability," as used in this section, means any spinal cord disease or injury resulting in permanent and total disability, amputation of any extremity that requires prosthesis, permanent visual acuity of 20/200 or worse in the better eye with the best correction, a peripheral field so contracted that the widest diameter of such field subtends an angular distance no greater than 20 degrees, or neurosensory deafness.
626.9706(1)	No insurer authorized to transact insurance in this state shall refuse to issue and deliver any policy of life insurance solely because the person to be insured has the sickle-cell trait.
626.9706(2)	No life insurance policy issued and delivered in this state shall carry a higher premium rate or charge solely because the person to be insured has the sickle-cell trait.
626.9707(1)	No insurer authorized to transact insurance in this state shall refuse to issue and deliver in this state any policy of disability insurance, whether such policy is defined as individual, group, blanket, franchise, industrial, or otherwise, which is currently being issued for delivery in this state and which affords benefits and coverage for any medical treatment or service authorized and permitted to be furnished by a hospital, clinic, health clinic, neighborhood health clinic, health maintenance organization, physician, physician's assistant, nurse practitioner, or medical service facility or personnel solely because the person to be insured has the sickle-cell trait.
627.7283(1)	If the insured cancels a policy of motor vehicle insurance, the insurer must mail the unearned portion of any premium paid within 30 days after the effective date of the policy cancellation or receipt of notice or request for cancellation, whichever is later. This requirement applies to a cancellation initiated by an insured for any reason.
627.7283(2)	If an insurer cancels a policy of motor vehicle insurance, the insurer must mail the unearned premium portion of any premium within 15 days after the effective date of the policy cancellation.
627.7283(3)	If the unearned premium is not mailed within the applicable period, the insurer must pay to the insured 8 percent interest on the amount due. If the unearned premium is not mailed within 45 days after the applicable period, the insured may bring an action against the insurer pursuant to s. 624.155.
627.7283(4)	If the insured cancels, the insurer may retain up to 10 percent of the unearned premium and must refund at least 90 percent of the unearned premium. If the insurer cancels, the insurer must refund 100 percent of the unearned premium. Cancellation is without prejudice to any claim originating prior to the effective date of the cancellation. For purposes of this section, unearned premiums must be computed on a pro rata basis.
627.7283(5)	The insurer must refund 100 percent of the unearned premium if the insured is a servicemember, as defined in s. 250.01, who cancels because he or she is called to active duty or transferred by the United States Armed Forces to a location where the insurance is not required. The insurer may require a servicemember to submit either a copy of the official military orders or a written verification signed by the servicemember's commanding officer to support the refund authorized under this subsection. If the insurer cancels, the insurer must refund 100 percent of the unearned premium. Cancellation is without prejudice to any claim originating prior to the effective date of the cancellation. For purposes of this section, unearned premiums must be computed on a pro rata basis.

626.9541(1)(i)(4) Failing to pay undisputed amounts of partial or full benefits owed under first-party property insurance policies within 90 days after an insurer receives notice of a residential property insurance claim, determines the amounts of partial or full benefits, and agrees to coverage, unless payment of the undisputed benefits is prevented by an act of God, prevented by the impossibility of performance, or due to actions by the insured or claimant that constitute fraud, lack of cooperation, or intentional misrepresentation regarding the claim for which benefits are owed.

626.9541(1)(i)(3)(i) Unfair claim settlement practices

Reference to specific policy language that is relevant to the violation, if any. If the person bringing the civil action is a third party claimant, she or he shall not be required to reference the specific policy language if the authorized insurer has not provided a copy of the policy to the third party claimant pursuant to written request.

If you pay the premium for this coverage, we will pay for damages, other than punitive or exemplary damages, that an insured person is legally entitle to recover from the owner or operator of an uninsured motor vehicle because of bodily injury: 1: sustained by a insured person; 2. caused by and accident; 3. airing out of the ownership, maintenance or used of an uninsured motorist vehicle.

To enable the insurer to investigate and resolve your claim, describe the facts and circumstances giving rise to the insurer's violation as you understand them at this time.

This is a case of clear liability. On December 23, 2019 on Blalirstone Road in Tallahassee, Florida, the tortfeasor, Savannah Watson, negligently failed to stop for traffic causing her vehicle to strike the rear of Ms. Chan's vehicle. The tortfeasor was underinsured for the purposes of bodily injury coverage and was 100% at fault for this crash. Peggy Denton was 69 years old at the time of this crash. The events that occurred on July 29, 2021, have been life altering for Peggy Denton as she continues to treat for her injuries and has been living in pain for the last 265 days since the subject crash. As elaborated below, this crash caused Peggy Denton to sustain permanent injuries to her neck and her back. Ms Denton was hit directly on the driver side door and her head was slammed into the driver's side window. These areas of her body have required extensive medical care and invasive treatment due to the negligence of the tortfeasor.

Immediately after the crash, Peggy Denton presented to Tallahassee Memorial Hospital with complaints of bruising to her left arm, torso pain, buttock pain, neck pain, and back pain. Ms. Denton underwent an emergency evaluation of her injuries. Peggy Denton was prescribed pain medication and discharged with orders to follow-up with a medical specialist.

After the shock of the crash subsided and the severity of Peggy Denton's injuries became more apparent, on August 10, 2021, she presented to Downtown Chiropractic under the care of Cal Metlon. Her chief complaints were of neck and back pain.

Accordingly, Ms. Denton began a course of conservative treatment and was referred for diagnostic studies. Ms. Denton's treatment consisted of conservative treatment has consisted of electrical stimulation, flexion exercises, spinal manipulation, manual therapy, and other conservative therapeutic measures.

Upon unresolved and worsening complaints of pain, Peggy Denton was referred to Stand Up MRI for MRI's of the lumbar spine. On August 31, 2021, the MRI of the cervical and lumbar spine revealed:

- a. **Cervical MRI Impression:** Disc protrusions at C4-C5, C6-C7 with spinal cord compression, moderate to severe spinal canal stenosis, and, contributing to bilateral C5, C7 nerve roots impingement. Pre-existing endplate changes at C6-C7 can lower threshold for post-traumatic disc herniations. Adjacent disc margins at C4-C5 appear smooth and regular. Foraminal disc protrusions extend beyond the margins of underlying bony spurs. Overall, these findings could represent posttraumatic disc herniations. Straightening of the cervical spine. This can be associated with underlying soft tissue injury.
- b. **Lumbar impression:** Central disc protrusion at T12-L1 with mild spinal canal stenosis. Grade 1 anterolisthesis of L4 on L5 due to moderate to advanced bilateral facet joint hypertrophic arthropathy.

Importantly, Cal Melton DC opined that as a direct result of the subject crash, Peggy Denton sustained a permanent injury to her cervical and lumbar spine.

After review of the positive MRI findings, Peggy Denton was referred to Tallahassee Neurological Clinic for
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Rev. 10/14/2008

complaints of neck and back pain, weakness in left leg, difficulty using her left hand with tingling. She underwent EMG/NCV testing of the left upper extremity. The findings were as follows:

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Moderate left carpal tunnel syndrome involving motor and sensory fibers, primarily myelin. Moderate to severe left ulnar nerve lesion involving motor sensory fibers at the level of the elbow. Dr Martin opined that as direct result of the crash on July 29, 2021, Peggy Denton sustained a permanent injury to her neck and arm. Dr. Martin has recommended surgery and it is scheduled for June 7, 2022.

Due to her positive lumbar findings, Peggy Denton was referred to Tallahassee Orthopedic Clinic for continued hip pain since the crash. MRI images were performed and she received a series of Left Sacroiliac injections were performed. After the injections she still continues to suffer from left sided lower back pain with radicular symptoms in the left posterolateral leg. At that time, she was schedule for the Left SI joint RFTA. Ms. Denton is scheduled for surgery at Tallahassee Orthopedic Clinic on May 27, 2022.

To date, Peggy Denton's total medical bills are \$32151.155 and will continue to increase. The upcoming surgeries will add considerable medical bills.

On August 5, 2020, Corrin Clayton, RN, completed a cost projection of Peggy Denton's future medical needs. Corrin Cayton, RN opined that Peggy Denton would need future medical treatment of \$386,607.65 to a reasonable degree of medical certainty. This report was provided on August 31, 2020 to Progressive Select Insurance Company Select Insurance Company.

As Peggy Denton's injuries are permanent in nature, Peggy Denton is pursuing both economic and non-economic damages.

In the event that Progressive Select Insurance Company does not tender the full policy limits during the cure period, Peggy Denton will present a customary per diem argument to the jury for non-economic damages. A fair and reasonable amount to compensate Peggy Denton for her pain and suffering, mental anguish, loss of enjoyment, inconvenience since, is \$10 per hour for every waking hour he/she has spent suffering with pain caused by the injuries he/she sustained in this crash.

PAST PAIN & SUFFERING: 286 days since crash x \$10/hr x 16 hrs/day+ 455,760.00

Peggy Denton continues to suffer from the injuries she sustained in this crash for the rest of her life. Peggy Denton has a life expectancy of 17.2 YEARS. A fair and reasonable amount to compensate Peggy Denton for her future pain and suffering is \$10 per waking hours for the remainder of her life.

FUTURE PAIN & SUFFERING: 17.2 year life expectancy years x 365 days x 16 hrs/day x 10/hr = \$100,448.00

On 12/25/2021 counsel for Peggy Denton sent a 30-day Offer to settle package, where Peggy Denton offered to settle for the UIM policy limits of \$75,000.00. This offer to settle was responded to on January 29, 2021 stating their initial offer was 17,500.00. We advised Progressive Select Insurance Company that Mrs. Denton was surgical and was scheduling multiple surgeries and they responded with a new offer of 25,000.00, even though surgeries have been scheduled. To date, 25,000.00 is their top and final offer.

On 12/22/21, he insurance company for the tortfeasor, GEICO Insurance Company, tendered their policy limits of \$10,000.00.

On January 7, 2022, Progressive Select Insurance Company Select Insurance Company authorized Peggy Denton to settle with GEICO for the \$10,000.00 bodily injury limits and waived their subrogation rights.

All of the medical records, medical bills, and associated documents, in support of the above summation have previously been provided to Progressive Select Insurance Company Select Insurance Company. The UIM coverage available needs to be tendered to resolve this claim. Peggy Denton's claim is worth far in excess of the UIM coverage available due to past medical bills, future medical needs and past and future non-economic damages.

To date, Progressive Select Insurance Company Select Insurance Company has not attempted to settle this claim in good faith, and is severely undervaluing the extent of Peggy Denton's permanent injuries.

As of May 11, 2022, Progressive Select Insurance Company has refused to tender the policy limits or make a reasonable offer to settle this case. Progressive Select Insurance Company Select Insurance Company has not attempted in good faith to settle the underinsured claim when under all of the circumstances it could have and should have done so. Progressive Select Insurance Company Select Insurance Company

has not acted fairly and honestly toward Peggy Denton.

Progressive Select Insurance Company Select Insurance Company violations can be cured in their entirety by paying the full underinsured benefits of \$75,000.00.

Comments

User Id	Date Added	Comment