LIABILITY DEMAND

WITHERITE LAW GROUP

EXHIBIT E

WITHERITE LAW GROUP, PLLC

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February 20, 2023

VIA CMRRR# 9214 8969 0099 9790 1646 4201 67
Attn: Teresa McNeil
Vanliner Insurance Company
3250 Interstate Drive
Richfield, OH 44286

Re:	Our Client(s):	Cameron M. Pierce
	Insured Driver:	David A. Osborne
	Claim No:	201319
	Date of Loss:	6/17/2022

Dear Ms. McNeil:

We represent Leola White for the wrongful death claim of Cameron M. Pierce, her son, resulting from an automobile collision that occurred on June 17, 2022, with your insured Budd Van Lines Inc and its driver David A. Osborne. This offer to settle is made pursuant to O.C.G.A. § 9-11-67.1, as well as § 51-12-14, which is known as the Unliquidated Damages Interest Act. This demand should be immediately sent to your insured so they will have the opportunity to speak with their own attorney.

MATERIAL TERMS OF SETTLEMENT

As a representative, your interests and those of your insured are clearly in conflict. The Supreme Court of Georgia mandates that you have **the duty to accept reasonable settlement demands within policy limits.** We are authorized to settle the claim of Leola White pursuant to O.C.G.A. § 51-4-4 for the wrongful death of Cameron M. Pierce, her son, for the amount of **$6,000,000**, including $1,000,000.00 of primary coverage and $5,000,000.00 of umbrella coverage proivded by Vanliner Insurance Company.

As a term of this settlement offer, and pursuant to O.C.G.A. Section 9-11-67.1(a)(3), you must provide a statement, under oath, that you have disclosed all liability and casualty insurance issued by you that provides coverage or may provide coverage for the wrongful death claims arising from Mr. Pierce's death.

Ms. White will execute a limited liability release pursuant to O.C.G.A. § 33-24-41.1.

Time is of the essence for every condition.

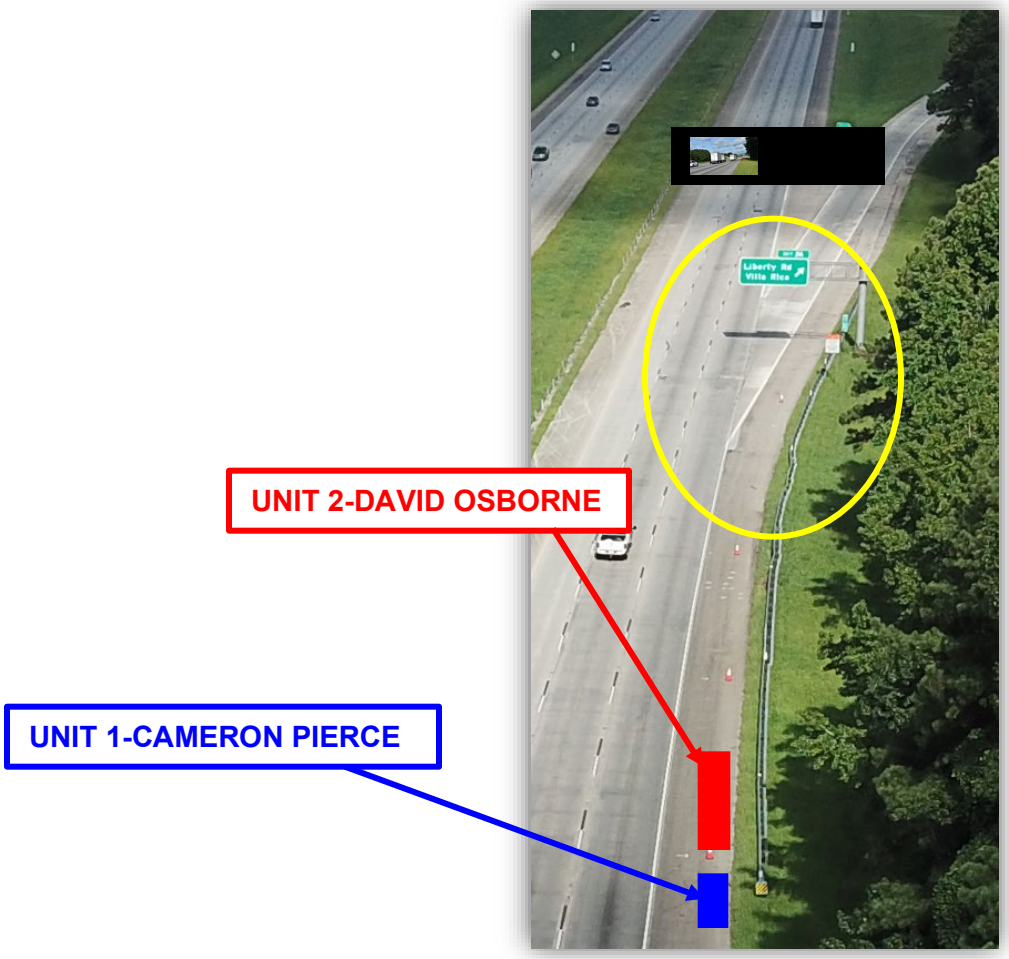
You have 30 days from receipt of this offer to provide to us a written statement pursuant to O.C.G.A. § 9-11-67.1(b) whether you agree to all the terms of this offer. The 30-day period shall be conclusively established by the green return-receipt-requested postcard provided by the U.S. Postal Service [or the date provided to us by the statutory overnight delivery service]. You may provide the written notice to me at the mailing address Martin Futrell, WLG Atlanta LLC, 600 Peachtree Street NE, Suite 4010, Atlanta GA 30308, as well as at the fax number and email address listed above.

Monetary payment demanded is $6,000,000. You may elect to provide payment in cash, through money order, wire transfer, a cashier's check issued by a bank or other finanical institution, a draft of bank check issued by an insurance company; or electronic funds transfer or other method of electronic payment. If you choose to make the payment through check, money order or cashier's check, the payment must be made payable to "Leola White and her Attorneys, WLG Atlanta LLC." The monetary payment must be received by the undersigned within and no less than 45 days after your receipt of this demand as established by return receipt. **Our timely receipt of payment is an essential element of acceptance.** If you do not ensure that we receive timely payment within the deadline, there will be no settlement, and we will be forced to sue your insured.

The party or parties to be released if this offer is accepted will be those released in accordance with the terms of the Limited Liability Release. The type of release offered is the enclosed Limited Liability Release. The claims to be released are those released pursuant to the enclosed Limited Liability Release, which include the claim for the
wrongful death of Cameron Pierce pursuant to O.C.G.A. § 51-4-4.

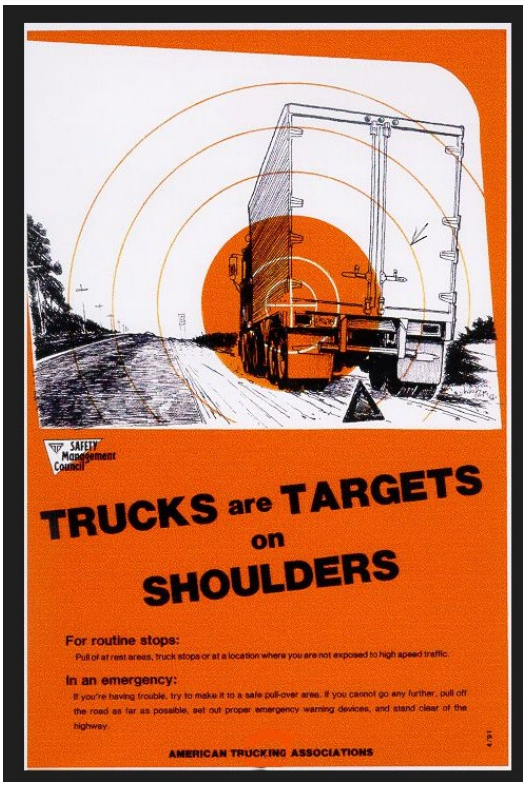
LIABILITY

David Osborne, operating a semitruck for Budd Van Lines, Inc. parked on the shoulder of I-20 near Mile Marker 26 within yards of a highway exit for a non-emergency stop.





Shoulder parking by tractor trailers poses a hazard to the motoring public, as has been recognized by the American Trucking Association:

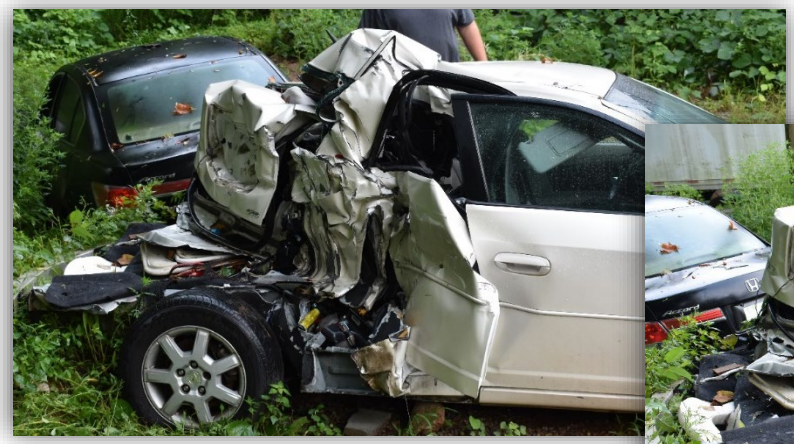


Most major motor carriers prohibit shoulder parking by their truck drivers in the absence of an emergency. The risk of a catastrophic collisioin posed by shoulder parking is great, particularly when it's the shoulder of a major highway or interstate and there are weather conditions that may cause another car to leave roadway. By parking on the highway shoulder for a non-emergency stop, Mr. Osborne utilized precious space – the clear zone – defined by the AASHTO *Roadside Design Guide* as the roadside border area, starting at the edge of the traveled way, available for safe use by errant vehicles.

In short, Mr. Osborne chose to stop his truck on the interstate highway shoulder rather than take the exit available to him and find a safe place to park. Because of Mr. Osborne's decision, most likely driven by a lack of proper training, Mr. Pierce was deprived of a safe space to recover his errant vehicle. Mr. Osborne's decision cost Mr. Pierce his life.

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Cameron Pierce:





IMMEDIATE CAUSE (Final disease or condition resulting in death)	A.	BLUNT FORCE INJURIES INCLUDING CERVICAL SPINAL FRACTURE DISLOCATION
		Due to, or as a consequence of
	B.	AUTO ACCIDENT INVOLVING 2 VEHICLES
		Due to, or as a consequence of
	C.	
		Due to, or as a consequence of
	D.	

Mr. Pierce was 62 years old at the time of this death. He was a native of New York, where he had worked in human resources for 30 years before retiring shortly before his death. He was also a veteran of the United States Army. He had relocated to Villa Roca to live near his fiancé, Emma Dean. He was a loving partner to Ms. Dean and a devoted son to his mother, Leola White and supportive brother to his sister Lazelle Fitzgerald. He loved sports – particularly football and basketball – and was active not only with his own family but with Mr. Dean's family as well. He was just beginning his life in retirement when Mr. Osborne's negligence took his life.



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Mr. Pierce had a life expectancy of at least another 20 years per the Social Security Life Expectancy tables. This would have been an additional 20 years that he could have enjoyed his upcoming marriage with Ms. Dean, watched her grandchildren grow, provide guidance for his nephew and care for his mother. Having worked hard all of his adult life, he could have enjoyed the fruits of that hard labor but for the negligence of your insureds.

If you do not expeditiously fulfill all conditions of acceptance, this offer will be deemed rejected, and we will file a lawsuit against your insured to recover the total amount of losses caused by your insured instead of the limited amount afforded by your coverage and other coverage that may be available.

This firm's Tax Identification Number is 83-1406425. We will be happy to provide a signed W-9 upon your request, but your request will not extend any time limits under this offer.

Sincerely,

J. Martin Futrell
Attorney

JMF/jaz
Enclosures

Cc: Scott Moulton (via email)

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