



March 8, 2018

Via certified mail return receipt requested

West Place Holdings, LLC

LK Management, LLC

c/o [REDACTED]

[REDACTED]
Atlanta, GA 30339

Great American Alliance Insurance Co.

[REDACTED]
Cincinnati, Ohio 45202

Great American Alliance Insurance Co.

c/o [REDACTED]

[REDACTED]
Atlanta, Georgia 30361

My Client: [REDACTED] as administrator of the Estate of Larry Grigsby, Jr.

and as natural guardian and next friend of E.G. and A.G., minors

Insured: West Place Holdings, LLC and LK Management, LLC

Property: West Place/West Parc Apartments, 7200 Six Flags Dr., Austell, GA
30168

Date of Shooting: July 30/31, 2016

Offer to Compromise a Disputed Claim

Dear [REDACTED] and Great American Alliance Insurance Company:

Please accept this as a compromise settlement demand under O.C.G.A. § 24-4-408. As discussed below, I believe your client was negligent and its negligence caused the death of Larry Grigsby, Jr. As a result, [REDACTED], in her dual role as administrator of the Estate of Larry Grigsby, Jr. and as natural guardian and next friend of E.G. and A.G., demands the \$6,000,000.00 combined insurance policy limits of West Place Holdings, LLC and LK Management, LLC.

Facts

On July 30 and 31, 2016, Mr. Grigsby, along with his two young children, visited [REDACTED], a tenant at West Place/West Parc Apartments ("WPWP"). Because he was invited by [REDACTED], Mr. Grigsby was an invitee under Georgia law.

At approximately midnight on July 30 into July 31, 2016, Mr. Grigsby was driving his vehicle inside WPWP and towards the exit. Mr. Grigsby's two children, E.G. and A.G., were in the backseat. A bullet flew into the car and struck Mr. Grigsby in the head. With

Mr. Grigsby suddenly severely injured and rendered unable to drive, the vehicle crashed into a tree. Mr. Grigsby died as his 6-year old daughter and 8-year old son sat in the backseat and watched.

Police have concluded Mr. Grigsby was a completely innocent victim. Police have not been able to identify the person who shot Mr. Grigsby.

We have already produced the police report and autopsy report in discovery.

Negligence and Liability

Under O.C.G.A. § 51-3-1, “a landowner is liable to invitees for injuries caused by his failure to use ordinary care in keeping the premises safe.” *Hickman v. Allen*, 217 Ga. App. 701, 702. “[I]n Georgia, a proprietor has a statutory duty to exercise ordinary care to keep its premises safe, which includes inspecting the premises to discover possible dangerous conditions of which the proprietor does not have actual knowledge, and taking reasonable precautions to protect invitees from dangers foreseeable from the arrangement or use of the premises.” *Benefield v. Tominich*, 308 Ga. App. 605, 607-08 (2011) (punctuation and footnotes omitted). “A landowner can be liable for third-party criminal attacks if the landowner has reasonable grounds to apprehend that such a criminal act would be committed but fails to take steps to guard against injury.” *TGM Ashley Lakes, Inc. v. Jennings*, 264 Ga. App. 456, 462 (2003). The similar prior crimes of which your insured was aware “should have put an ordinarily prudent person on notice that the [invitees] were facing increased risks.” *Matt v. Days Inns of America, Inc.*, 212 Ga. App. 792, 794 (1994).

Your client was negligent in failing to provide a reasonably safe environment at WPWP. Before and on July 30 and July 31, 2016, WPWP was negligently maintained, inspected, secured, patrolled, and managed by your insured. Your insured negligently failed to provide adequate security protection, security personnel, or any meaningful crime deterrence measures on the property. Your insured negligently represented to its residents, guests, and other invitees, including Mr. Grigsby, that WPWP was, in fact, safely and properly maintained and secured.

██████████, the former regional property manager for WPWP, and ██████████, the former property manager when Mr. Grigsby was killed, described an incredibly dangerous place in sworn statements (attached as Exhibit 1 and 2). Ms. ██████████ and Ms. ██████████ called WPWP “crime infested.” Ms. ██████████ called the property “drug infested.” They both knew about shootings, armed robberies, heard gun shots on the property almost every day, saw bullet holes on the property, saw people selling drugs on the property, and knew that squatters lived in vacant units. Ms. ██████████ and Ms. ██████████ consistently and

repeatedly reported all of this dangerous activity to ██████████, owner of the insured entity.

In response, Mr. ██████████ did nothing; actually, he did *worse* than nothing. When Mr. ██████████ bought the property, WPWP had security patrols, but Mr. ██████████ fired the security company because he did not want to pay them. Crime was so bad that employees told Ms. ██████████ they were scared to work at WPWP and some even talked about refusing to work if Mr. ██████████ did not make the property safer. Ms. ██████████ again, relayed all this information to Mr. ██████████. It is hard to determine the *worst* thing Mr. ██████████ did to make WPWP more dangerous, but him telling Ms. ██████████ and Ms. ██████████ *NOT* to call police when crime happened, that has to be at the top of the list.

Even with Mr. ██████████'s orders to *not* report crime to police, the crime grid and associated police reports from the complex are still telling. In the four years before Mr. Grigsby's shooting, the crime grid shows the following:

- 1 homicide
- 8 gun-related crimes
- 2 aggravated assaults
- 9 robberies
- 24 assaults and batteries
- 18 drug-related crimes
- 10 burglaries

(The crime grids and corresponding police reports are included on the CD with all other discoverable information). But, because of Mr. ██████████'s directive, these statistics only scratch the surface of the dangerous activity at WPWP.

Your insured knew WPWP was unreasonably dangerous, but affirmatively chose *not* to correct the problem. According to Ms. ██████████ and Ms. ██████████ Mr. Grigsby was killed because your insured wanted to save money. Mr. Grigsby's death was unsurprising to your insureds' former employees: as Ms. ██████████ put it, "it was bound to happen." The information Ms. ██████████ and Ms. ██████████ provided about your insured is shocking, disturbing, and downright sad, because it is clear Mr. Grigsby's death was entirely preventable. This evidence will cause the jury to find your insured solely responsible for Mr. Grigsby's death and lead to an award of punitive damages.

Lastly, we have filed a motion with the Court to strike your insureds' Answer (attached as Exhibit 3), and we believe there is a strong likelihood the Court will do so. Should that happen, your insured will have no liability defenses, and the only issue before the jury will be the amount of damages.

Damages

The damages caused by WPWP's negligence are massive. When Mr. Grigsby was killed, he was 42 years old and in the prime of his life. We expect the medical examiner will testify that Mr. Grigsby was *not* killed instantaneously and would have experienced conscious pain and suffering before his death (the autopsy report is attached as Exhibit 4).

According to the 1949 Annuity Mortality Table, Mr. Grigsby had more than 33 years left to live. Mr. Grigsby's remaining 33-plus years should have been spent with his family and doing things he loved—like fishing, grilling, and following sports. Mr. Grigsby was involved and active with his then-8-year old son and 6-year-old daughter's lives. He would take them to Centennial Olympic Park to splash in the water fountains and listen to concerts. Mr. Grigsby and the kids would often go to Sparkles Family Fun Center in Kennesaw, Georgia, where they would roller skate and play games. When the weather was warm, he would pack up the car and take the kids to Lake Acworth to sit on the beach and play in the water. Mr. Grigsby and his family spent many nights at the Picture Show at Merchants Exchange in Marietta, Georgia, where they would watch movies together. When carnivals and fairs would pop up around town, Mr. Grigsby would always make sure to take the kids.

Mr. Grigsby organized big parties for his children's birthdays—family and friends would come over to play with the kids and socialize with the adults while Mr. Grigsby manned the grill, making food for everyone. When he was not cooking, Mr. Grigsby loved to eat out. Some of his favorite restaurants were PF Chang's, Cheesecake Factory, and Copeland's. When he was feeling nostalgic, he would drive into Atlanta to eat and visit friends at JR Crickets, where he worked when he was younger.

Mr. Grigsby also spent time visiting his father in Tennessee, and they would go fishing together. Mr. Grigsby followed NFL football and rooted for the Falcons and the Titans. He also kept up with what was going on in the NBA and had been hoping the Los Angeles Lakers would make a comeback.

Like most people, Mr. Grigsby spent a lot of time at work; but contrary to conventional wisdom, Mr. Grigsby truly enjoyed his work and his coworkers. He worked as a technician at Mirion Technology for 10 years, where he built equipment to detect radiation. He was proud of his work and commitment to his company. Mr. Grigsby was close with many coworkers, and you would find him at all the company picnics and outings.

These are the "highlights" of Mr. Grigsby's life—the things he would likely look back on during the twilight of his life and remember fondly. What is more difficult to put into words are all the "little" moments Mr. Grigsby will never again experience—both the

good and bad that would have made up the rest of his life. Here are some of those things:

- Feeling relaxed drinking morning coffee at the kitchen table
- Feeling restless as he tosses and turns trying to go to sleep on a hot night
- Feeling sad or being upset and even crying
- Feeling excited and joyful and even crying
- Feeling free by rolling down the windows and driving on the highway, feeling the wind hit his face
- Feeling proud when his children brought home their report cards
- Feeling confident when giving his son pointers before his first date
- Feeling anxious waiting to meet his daughter's first date
- Feeling emotional while taking photos with his kids at their proms
- Feeling nervous dropping his kids off at college
- Feeling honored walking his daughter down the aisle; and feeling the same as he ties his son's bowtie before his wedding
- Feeling happy on family vacations
- Feeling scared and worried about the afterlife
- Feeling thankful to have lived a full and complete life

These are just some of the everyday feelings that Mr. Grigsby will never experience again. Mr. Grigsby has been deprived of the opportunity to continue to live his life and share in the lives of the people he loved.

Following his death, his loved ones came together to mourn him. The funeral service program, which included many photographs of Mr. Grigsby, is attached as Exhibit 5. In sum, the losses are devastating, and we anticipate that a jury will award a significant amount of money for these losses.

The jury will also learn that Mr. Grigsby earned \$55,000.00 to \$60,000.00 per year (Mr. Grigsby's W-2s from 2012-2016 are attached as Exhibit 6). Assuming conservatively, that Mr. Grigsby worked until 60 years old (the average retirement age is 62 years old) and only made \$55,000.00 each year until retirement, Mr. Grigsby's lost wages would be approximately \$1,000,000.00. At trial, the jury will hear from expert witnesses who will value Mr. Grigsby's total economic losses at well more than \$1,000,000.00.

My firm specializes in negligent security cases, like this one. This case will be tried in DeKalb County, Georgia, which is likely the more favorable Georgia venue to plaintiffs for a case like this. In October 2017, we obtained a \$1,700,000.00 jury verdict in Fulton County, a relatively more conservative venue, in a negligent security case. In that case, our client had been shot once in the abdomen, incurred approximately \$105,000.00 in medical bills, and was fully healed by trial. It would be entirely reasonable—and even expected—for a DeKalb County jury to value Mr. Grigsby's life at far more than \$1,700,000.00 and more than your insureds' \$6,000,000.00 policy limits. Moreover, your

insureds' deliberate decision to not take reasonable safety measures given the crime known to it, will likely lead to a punitive damages award in addition to substantial amounts for Mr. Grigsby's life and pain and suffering before his death.

Demand

It is without hesitation that I make this time-limited insurance policy limits demand in the amount of \$6,000,000.00. This offer is made pursuant to *Southern General v. Holt*, 262 Ga. 267 (1992) and *Cotton States Mutual Ins. Co. v. Brightman*, 276 Ga. 683 (2003). This Demand is also an unliquidated demand pursuant to O.C.G.A. § 51-12-14. This offer expires on April 13, 2018, which will be more than 30 days from when you receive this offer.

West Place Holdings, LLC and LK Management, LLC have represented to us and we have relied on their representations that there are only two insurance policies that afford \$6,000,000.00 in total coverage. To the extent there are additional policies, this demand is for ProSight Syndicate 1110 certificate number PK201600007670, with limits of \$1,000,000.00 and Great American Alliance Insurance Company policy no. UM3842794, with limits of \$5,000,000.00. If more insurance exists, then our demand is for all such insurance as well. This demand is intended to be sent to the primary and excess carrier(s), and the deadlines herein apply to all insurers.

West Place Holdings, LLC and LK Management, LLC have significant insurance to cover events like this, and in the case of Mr. [REDACTED] and Mr. [REDACTED] ProSight Syndicate 1110 hired your firm to put West Place Holdings, LLC and LK Management, LLC's interests ahead of the insurance companies' interests; and accordingly, to advise West Place Holdings, LLC and LK Management, LLC as to the proper handling of this case. As such, I ask that you immediately send a copy of this demand to West Place Holdings, LLC and LK Management, LLC and their insurers and instruct the insurers pay this demand. We feel very strongly that the liability and losses in this case will result in a massive jury verdict against West Place Holdings, LLC and LK Management, LLC, well above their insurance limits.

As you are aware, negligent security cases in Georgia often result in substantial verdicts and your insured faces large exposure in this case. This tragic death was entirely preventable, but your insured allowed it to happen. This Demand is reasonable and appropriate given the magnitude of the losses and egregiousness of the negligence.

Terms

Ms. [REDACTED] as natural guardian and next friend of E.G. and A.G., will settle this case under the following terms:

1. West Place Holdings, LLC and LK Management, LLC must provide written notice of acceptance on or before 5:00 p.m. on April 13, 2018.
2. West Place Holdings, LLC and LK Management, LLC must pay \$6,000,000.00 to [REDACTED], as administrator of the Estate of Larry Grigsby, Jr. and as natural guardian and next friend of E.G. and A.G. (check(s) made payable to Rafi Law Firm LLC in trust for [REDACTED], as administrator of the Estate of Larry Grigsby, Jr. and as natural guardian and next friend of E.G. and A.G.; FEIN 81-0940106) within 14 days of acceptance and no later than 5:00 p.m. on April 27, 2018;
3. A person who is authorized to make statements on behalf of West Place Holdings, LLC and LK Management, LLC and has knowledge of all insurance policies that afforded West Place Holdings, LLC and LK Management, LLC coverage on July 30 and 31, 2016¹ must sign and return the Affidavit of No Other Insurance (attached as Exhibit 7) within 14 days of acceptance and no later than 5:00 p.m. on April 27, 2018;
4. West Place Holdings, LLC and LK Management, LLC must agree to the Release and Settlement, attached as Exhibit 8²;
5. Ms. [REDACTED] will sign the attached Release and Settlement (Ex. 8), releasing West Place Holdings, LLC and LK Management, LLC from all exposure of liability connected with Mr. Grigsby's death. Please note, it is my understanding that before the settlement may be finalized, we will need to obtain Court approval; and
6. Ms. [REDACTED] will dismiss with prejudice the case of [REDACTED] as administrator of the Estate of Larry Grigsby, Jr. and as natural guardian and next friend of E.G. and A.G., minors v. West Place Holdings, LLC and LK Management, LLC, State Court of DeKalb County, civil action number 17-A-65909.

On behalf of my clients, I look forward to your response.

Sincerely,



Michael T. Rafi

¹ Plaintiffs believe this person to be [REDACTED]

² Please understand any requests to change terms in the attached Release and Settlement Agreement will be considered a rejection and counteroffer.