

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE NO.: 2022-CP-10-01595
)	
Kathy Saunier,)	
)	
Plaintiff,)	
)	
v.)	MOTION TO COMPEL SUBPOENA
)	RESPONSE
)	
Alexus Odom, Individually, and DoorDash,)	
Inc.,)	
)	
Defendants.)	

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through her undersigned attorneys, will move before the Presiding Judge in the Court of Common Please, Charleston County on the tenth (10th) day after service hereof at 10:00 a.m. or as soon thereafter as counsel may be heard for an Order, Pursuant to Rule 37 and 45, SCRCP, compelling Assurant, Inc. (“Assurant”) to provide Responses to Plaintiff’s subpoena.

Plaintiff makes this motion on the following grounds:

This case arises out of a motor vehicle collision occurring on November 10, 2019 causing serious and significant injuries to Plaintiff. At the time of the collision, DoorDash Dasher, Alexis Odom, was in the process of carrying out a delivery on behalf of DoorDash. Plaintiff put DoorDash on notice of a potential claim and was instructed to communicate with Assurant. After being informed that an investigation was underway and to communicate with Assurant, Mary Clementi, an employee of Assurant, signed off on a false letter to Plaintiffs’ counsel improperly denying coverage. It is unknown at this time whether the letter was ever shared with DoorDash, how Mary Clementi made her decision to send the letter, or whether any investigation was carried out prior to sending the letter. It is imperative to Plaintiffs claims and investigations that Mary Clementi be at a minimum – identified and deposed in the present dispute.

On March 13, 2025, counsel for Plaintiff issued a subpoena to Assurant Inc. that commanded Assurant submit complete copies of all data and documents in its' possession relating to Assurant's employee, Mary Clementi, an insurance adjuster who Plaintiff was directed by DoorDash to communicate with regarding the handling of Plaintiff's claims. Further discoveries have made it unclear if the letters sent to Plaintiffs counsel by Mary Clementi were sent to DoorDash – despite DoorDash being cc'd (attached hereto as **Exhibit A**).

Assurant, Inc. objected to the subpoena on March 28, 2025 on the grounds that it was overly broad and seeks ambiguously described information, seeks documents that are not relevant, Assurant allegedly does not “hold or maintain” subsidiary employee files, overly broad, are privileged and so on (attached hereto as **Exhibit B**).

Plaintiff amended the request to seek the following information regarding Mary Clementi prior to Friday April 4, 2025 so Plaintiff could avoid filing a Motion to Compel:

1. Date of Birth
2. Address/Forwarding Address/Phone Number
3. Date of Hire
4. Date of Termination
5. Reason for Termination
6. All documents touching upon Mary Clementi shared with DoorDash between November 10, 2019 and January 1, 2022 (attached hereto as **Exhibit C**).

Additional discoveries regarding Mary Clementi make her employment with Assurant particularly relevant to this – however Plaintiff is unable to perform additional investigations or confirm employment and/or identity due to a lack of knowledge regarding Mary Clementi's employment. Assurant has refused to supplement their response to subpoena – a recurring theme in this case. Everything from depositions to discovery in this case has necessitated the Courts involvement.

“[T]he scope of discovery allowed under a subpoena is the same as the scope of discovery allowed under Rule 26.” *IntergraMed America Inc. v. Patton*, 298 F.R.D. 326, 331 (D.S.C. 2014). Rule 26(b)(1) of the South Carolina Rules of Civil Procedure provides that “Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action.” Further, Rule 45(d)(2)(A) provides that parties withholding information responsive to a subpoena on the grounds that it is privileged or subject to a protection must “(i) expressly make the claim, and (ii) describe the nature of the withheld documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.”

Assurant’s objections to the subpoena failed to be supported by a description of the nature of the privileged or otherwise protected documents withheld as required and they have not disclosed any information, material or documents relevant to this litigation that would not otherwise be privileged or protected. The requested information is highly relevant to the issue in this case – as Mary Clementi signed off on a false letter to Plaintiffs counsel improperly denying coverage after DoorDash instructed Plaintiffs counsel to communicate with Assurant and is neither privileged nor protected from disclosure.

Accordingly, pursuant to the foregoing, Assurant’s objection to the disclosure of the requested information is improper and unfounded, and Plaintiffs subpoena should be enforced.

For the reasons set forth above, Plaintiff respectfully requests that this Court (1) grant Plaintiff’s Motion, and (2) enter an Order requiring Assurant to provide full and complete responses to Plaintiff’s subpoena. Plaintiff bases this Motion upon the pleadings and discovery requests, Rules 37 and 45 of the South Carolina Rules of Civil Procedure, and all other applicable law. Counsel for Plaintiff certifies that he has consulted with Concentrix pursuant to Rule 11,

SCRCP, before filing this Motion. Plaintiff reserves the right to file a supporting Memorandum at a later date.

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April 4, 2025
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