

No. _____

In the Supreme Court of the United States

JAMILA HAMBRICK, ADMINISTRATOR OF THE ESTATE OF
DERRICK KHALID HAMBRICK,

Petitioner,

v.

WELLS FARGO BANK, N.A.,

Respondent.

ON PETITION FOR WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

APPENDIX

Jamila Hambrick
5805 State Bridge Rd
Ste G349
Johns Creek, GA 30097
(760) 388-6362
Uriah.taylor623@gmail.com

Pro Se Petitioner

MAY MMXXVI

United States Commercial Printing Company • www.uscpc.us • (202) 866-8558

APPENDIX

TABLE OF CONTENTS

Appendix A

Opinion [district court's granting of summary judgment affirmed], United States Court of Appeals for the Eleventh Circuit, *Jamila Hambrick, as administrator of the estate of Derrick Khalid Hambrick, v. Wells Fargo Bank, N.A. Inc. [Defendant-Appellee], Maurice B. Watson [Defendant]*,

No. 24-13279 (Nov. 7, 2025) App-1

Appendix B

Order [defendant's motion for summary judgment granted], United States District Court for the Northern District of Georgia, Atlanta Division, *Jamila Hambrick, as administrator of the estate of Derrick Khalid Hambrick v. Wells Fargo Bank, N.A. Inc.*,

No. 1:22-cv-3509-MLB (Sep. 5, 2024) App-12

Appendix C

Judgment [case dismissed], United States District Court for the Northern District of Georgia, Atlanta Division, *Jamila Hambrick v. Wells Fargo Bank, N.A. Inc.*,

No. 1:22-cv-3509-MLB (Sep. 6, 2024) App-30

App-ii

Appendix D

Order, United States District Court for the
Northern District of Georgia, Atlanta Division,
*Jamila Hambrick, as administrator of the es-
tate of Derrick Khalid Hambrick v. Wells Fargo
Bank, N.A. Inc.,*

No. 1:22-cv-3509-MLB (Jun. 25, 2025) App-32

Appendix E

Order [petition for rehearing denied], United
States Court of Appeals for the Eleventh Cir-
cuit, *Jamila Hambrick, as administrator of the
estate of Derrick Khalid Hambrick, v. Wells
Fargo Bank, N.A. Inc. [Defendant-Appellee],
Maurice B. Watson [Defendant],*

No. 24-13279 (Dec. 12, 2025) App-36

App-iii

(This page is intentionally left blank.)

App-1

Appendix A

[Filed: Nov. 7, 2025]

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 24-13279
Non-Argument Calendar

JAMILA HAMBRICK,
As administrator of the estate of
Derrick Khalid Hambrick,
Plaintiff-Appellant,

versus

WELLS FARGO BANK, N.A. Inc.,
Defendant-Appellee,
MAURICE B. WATSON,
Defendant.

Appeal from the United States District Court
for the Northern District of Georgia
D.C. Docket No. 1:22-cv-03509-MLB

Before ROSENBAUM, GRANT, and WILSON, Circuit
Judges.

PER CURIAM:

Plaintiff-Appellant Jamila Hambrick, as the administrator of the estate of Derrick Halid Hambrick, sued Defendant-Appellee Wells Fargo Bank, N.A. (Wells Fargo) for violating Georgia's dram shop act,

App-2

O.C.G.A. § 51-1-40(b), by serving Wells Fargo's employee Maurice Watson alcoholic beverages when it knew Watson was intoxicated and would be driving a motor vehicle. Watson's intoxication while driving caused Derrick Hambrick's death. The district court granted summary judgment for Wells Fargo, finding that Watson's statement about where he had been the night of the accident was inadmissible hearsay and no evidence supported that Wells Fargo served alcohol to Watson. After careful review, we affirm.

I.

In August 2019, Watson was driving when he veered off the road and struck Hambrick's vehicle. Hambrick died as a result of that accident. Officer Brandon Simpson arrived on the scene and spoke with Watson, who said that "he was coming from a work function" after consuming two whiskies and it had been over "an hour and half since he consumed those beverages." Officer Simpson noticed that Watson showed the standard signs of driving under the influence and recognized a strong odor of alcohol coming from Watson. Officer David Meeks then arrived on the scene and noticed Watson's behavior, but Watson would not speak with Officer Meeks. Watson was charged with driving under the influence.

Watson worked for Wells Fargo as a beverage financing relationship manager at the time of the accident. Watson resigned in 2022 but never told Wells Fargo about the accident.

In her individual capacity, Hambrick sued Wells Fargo for wrongful death. In her capacity as the administrator of Derrick Hambrick's estate, she sued for pain and suffering, funeral and burial costs, and

App-3

medical expenses. The estate's claim was based on the Georgia dram shop act,¹ which imposes liability on those who overserve alcohol to someone noticeably intoxicated and soon to be driving. The district court dismissed Hambrick's individual claim of wrongful death, but the remaining claims proceeded through discovery.

During discovery, Watson was deposed twice. In his depositions, Watson testified that he was not working that night nor leaving a work-sponsored event but had rather spent the evening networking. Watson could not remember who he was with or where he was before the accident but said that he could not have been at a work event because he would have used his company credit card, which had no charges from that night. Wells Fargo's corporate representative testified

¹ Georgia's dram shop act provides that:

A person who sells, furnishes, or serves alcoholic beverages to a person of lawful drinking age shall not thereby become liable for injury, death, or damage caused by or resulting from the intoxication of such person, including injury or death to other persons; provided, however, a person who willfully, knowingly, and unlawfully sells, furnishes, or serves alcoholic beverages to a person who is not of lawful drinking age, knowing that such person will soon be driving a motor vehicle, or who knowingly sells, furnishes, or serves alcoholic beverages to a person who is in a state of noticeable intoxication, knowing that such person will soon be driving a motor vehicle, may become liable for injury or damage caused by or resulting from the intoxication of such minor or person when the sale, furnishing, or serving is the proximate cause of such injury or damage.

O.C.G.A. § 51-1-40(b).

App-4

that Wells Fargo did not host an event on that day, or even the next day. Typically, Wells Fargo would keep records of work events, such as contracts with a caterer or vendor, including events that served alcohol. There is no evidence of records from the days in question about a work event.

Wells Fargo moved for summary judgment, which Hambrick opposed. Wells Fargo asserted that Watson's statement to police that he was coming from a work function was hearsay and could not be considered, resulting in Hamrick's claim failing as a matter of law. The district court agreed and entered summary judgment in Wells Fargo's favor. Hambrick timely appealed.

II.

"We review the district court's rulings on the admission of evidence for abuse of discretion." *Furcron v. Mail Centers Plus, LLC*, 843 F.3d 1295, 1304 (11th Cir. 2016). "An abuse of discretion occurs where the district court's decision rests upon a clearly erroneous finding of fact, an errant conclusion of law, or an improper application of law to fact." *United States v. Jayyousi*, 657 F.3d 1085, 1113 (11th Cir. 2011) (internal quotation marks omitted).

We review de novo the district court's grant of summary judgment, viewing all facts in the light most favorable to the non-moving party. *Morales v. Zenith Ins. Co.*, 714 F.3d 1220, 1226 (11th Cir. 2013). "The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a).

III.

Hambrick argues that the district court erred in two ways. First, the district court incorrectly found that Watson's statement that he was coming from a work function was inadmissible hear-say. Second, even without Watson's statement, the district court erred in finding that there was not a genuine issue of material fact as to whether Wells Fargo served Watson alcohol before the accident. We will address each argument in turn.

A.

Hambrick argues that Watson's statement should have been admissible because it met at least one of three exceptions to the hearsay rule.

Under the Federal Rules of Evidence, hearsay is an out-of-court statement offered into evidence "to prove the truth of the matter asserted in the statement." Fed. R. Evid. 801(c). Generally, hearsay is not admissible at trial. Fed. R. Evid. 802. But there are also several exceptions under which hearsay may be admissible. See Fed. R. Evid. 803; Fed. R. Evid. 804. "Hearsay within hearsay is not excluded by the rule against hearsay if each part of the combined statements conforms with an exception to the rule." Fed. R. Evid. 805.

In considering a motion for summary judgment, a district court generally cannot consider inadmissible hearsay. *Jones v. UPS Ground Freight*, 683 F.3d 1283, 1293 (11th Cir. 2012). But the district court may consider a hearsay statement at the summary judgment stage "if the statement could be reduced to admissible evidence at trial or reduced to admissible form." *Id.* at

App-6

1293–94 (quotation marks omitted). Thus, for the court to consider Watson's statement, Hambrick must provide show that it would meet a hearsay exception.

First, Hambrick argues that Watson's statement was part of the police report, a public record, and thus not subject to the hear-say rule under Federal Rule of Evidence 803(8). Hambrick is correct that public records are an exception to the hearsay rule. But "[f]or the exceptions to apply, the report must contain factual findings that are based upon the knowledge or observations of the preparer of the report, as opposed to a mere collection of statements from a witness." *United Techs. Corp. v. Mazer*, 556 F.3d 1260, 1278 (11th Cir. 2009) (internal quotation marks omitted). "It is well established that entries in a police report which result from the officer's own observations and knowledge may be admitted but that statements made by third persons under no business duty to report may not." *Id.* (quotation marks omitted). Even though Officer Meeks wrote Watson's statement in the report, it was not Officer Meek's own observation, but a statement by Watson, who was under no duty to report. Thus, the public records exception does not apply to Watson's statement.

Second, Hambrick argues that the statement was against Watson's interest and thus is not subject to the hearsay rule under Federal Rule of Evidence 804(b)(3). A statement against the declarant's own interest is where

a reasonable person in the declarant's position would have made only if the person believed it to be true be-cause, when made, it was so contrary to the

App-7

declarant's proprietary or pecuniary interest or had so great a tendency to invalidate the declarant's claim against someone else or to expose the declarant to civil or criminal liability.

Fed. R. Evid. 804(b)(3)(A). But "Rule 804(b)(3) only applies where the declarant is unavailable" as explained in Rule 804(a). *United Techs. Corp.*, 556 F.3d at 1280. "The burden of proving that the declarant is unavailable is on the statement's proponent." *Carrizosa v. Chiquita Brands Int'l, Inc.*, 47 F.4th 1278, 1309 (11th Cir. 2022).

At the district court, Hambrick argued that "Watson's confession regarding having just left a work event (where he had clearly been drinking) is a statement against interest, which is an exception to the rule against hearsay pursuant to Federal Rule of Evidence 804(b)(3)." The district court found that Hambrick did not meet his burden that Watson was unavailable, instead finding that there was clear evidence in the record—two depositions—that Watson was available and could be called at trial.

Now on appeal to combat the district court's determination, Hambrick asserts that Watson is unavailable under Rule 804(a)(3) because he "testifies to not remembering the subject matter" by switching up his story in saying that he cannot recall exactly where he was coming from but only that it was not a work event. "Rule 804(a)(3) applies only if the declarant is unable to remember the subject matter, i.e., if he has no memory of the events to which his hearsay statements relate." *Lamonica v. Safe Hurricane Shutters, Inc.*, 711 F.3d 1299, 1317 (11th Cir. 2013) (internal

App-8

quotation marks omitted). Watson recalls his conversation with the officers, and disputes that he was at a work function. Watson suggests instead that the officers misheard him because he was slurring his words and mistook the "networking" aspect of his answer for a work function. This shows that Watson has memories of the events and thus is not unavailable under Rule 804(a)(3). Thus, Hambrick has failed to show that Watson is unavailable for Rule 804(b)(3) to apply to Watson's statement.

Lastly, Hambrick argues that the district court should have found that Watson's statement met the requirements for the residual exception under Federal Rule of Evidence 807. A hearsay statement may still be admitted even though it could not be excluded under the normal rules if: (1) "the statement has equivalent circumstantial guarantees of trustworthiness;" and (2) "it is more probative on the point for which it is offered than any other evidence that the proponent can obtain through reasonable efforts." Fed. R. Evid. 807(a). Congress intended for this exception to be used "only in exceptional circumstances" such as "when certain exceptional guarantees of trustworthiness exist and when high degrees of probativeness and necessity are present." *United Techs. Corp.*, 556 F.3d at 1279. To determine whether these circumstantial guarantees exist, courts consider factors such as "the probable motivation of the declarant in making the statement, the circumstances under which the statement was made, the knowledge and qualifications of the declarant, and the existence of corroborating evidence, among others." *Rivers v. United States*, 777 F.3d 1306, 1315 (11th Cir. 2015) (citation modified).

App-9

The district court found that Watson's statement was not trustworthy nor that it was more probative than other evidence about Watson's whereabouts before the accident. Hambrick asserts that the statement is trustworthy because it was made close in time to the accident, unlike Watson's statements after litigation commenced. While Hambrick is correct that statements made at the same time as the events can signify trustworthiness, see *United States v. Reme*, 738 F.2d 1156, 1168 (11th Cir. 1984), the other facts—notably Watson's demeanor after the accident, including slurring of his words and his unsteadiness—cut against this being a trust-worthy statement. As for whether Watson's statement is more probative than the other evidence, we agree with the district court's conclusion that it is not more probative. Watson's single remark about "coming from a work function" is eclipsed by the lack of corroborating evidence that Wells Fargo had an event that night² or that Watson was networking within his role for Wells Fargo the night of the accident. Thus, we are not left with a "definite and firm conviction that the court made a clear error of judgment" in not applying the residual exception. *Rivers*, 777 F.3d at 1312. Thus, the residual exception does not apply.

² Wells Fargo's corporate representative provided deposition testimony about its policies and procedures in hosting client events, including that any company sponsored event would have recorded contracts with caterers or companies.

B.

Hambrick argues that other evidence³ demonstrated that material facts were in dispute on the dram shop act claim. Specifically, Hambrick argues that the district court improperly found that Watson was not working for Wells Fargo on the date of the accident. Hambrick tries to twist the district court's conclusion by pointing to evidence that Watson worked for Wells Fargo in August 2019. There is no dispute that Watson was employed by Wells Fargo during that time. Rather, Hambrick had to show that on the day of the accident, Wells Fargo served a noticeably intoxicated Watson with the knowledge that Watson would be driving soon. No evidence shows that Wells Fargo was hosting an event that night or that Wells Fargo furnished the alcohol, which is required to impose liability under Georgia's dram shop act. See *Kappa Sigma Int'l Fraternity v. Tootle*, 473 S.E.2d 213, 215 (Ga. Ct. App. 1996).

Thus, the district court properly granted summary judgment for Wells Fargo.

IV.

Therefore, the district court did not err in finding that Watson's statement that he was coming from a work event on the night of the accident could not be reduced to an admissible statement. Further, the district court correctly found that Hambrick provided no

³ Hambrick still references Watson's statement to police in this argument, but as discussed above, that statement is inadmissible hearsay and cannot be considered when determining whether summary judgment was proper.

App-11

admissible evidence to show that Wells Fargo served
Watson alcohol as required under the Georgia dram
shop act.

AFFIRMED.

App-12

Appendix B

[Filed: Sep. 5, 2024]

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
GEORGIA
ATLANTA DIVISION**

Jamila Hambrick, *as
administrator of the
estate of Derrick Kha-
lid Hambrick,*

Plaintiff,

v.

Case No. 1:22-cv-3509-MLB

Wells Fargo Bank, N.A. Inc.,
Defendant.

ORDER

In August 2019, Plaintiff's son Derrick Hambrick was struck and killed by drunk driver Maurice Watson. Plaintiff sued Defendant, alleging it is responsible for the accident because it served Mr. Watson alcohol immediately prior to the fatal collision. As administrator of Mr. Hambrick's estate, Plaintiff brings claims for pain and suffering, funeral and burial costs, and medical expenses. Defendant moves for summary judgment. (Dkt. 111.) Plaintiff opposes. (Dkt. 113.) The Court grants Defendant's motion.

I. Background

Late on Saturday, August 3, 2019, Mr. Watson was driving his car when he struck and killed Mr. Hambrick. (Dkt. 120 ¶ 19.)¹ DeKalb County Police Officers Brandon Simpson and David Meeks went to the scene. (Dkt. 111-1 at 31.) Officer Simpson got there first and spoke with Mr. Watson. (Dkt. 112 ¶ 7.) Officer Meeks arrived 30 to 45 minutes later and prepared a DUI report that included information from Officer Simpson about his conversation with Mr. Watson. (Dkt. 111-1 at 31–33.) According to the report, Mr. Watson told Officer Simpson “he was coming from a work function,” that “he had consumed two . . . whiskies,” and that “it had been about an hour and a half since he consumed the beverages.” (Dkt. 111-1 at 31.) Officer Simpson also told Officer Meeks he had “observed a strong odor of alcoholic beverage coming from [Mr. Watson],” Mr. Watson was “disoriented and unaware of his location,” and Mr. Watson’s “speech was slow and his words were mumbled.” (*Id.*) As for the cause of the collision, Officer Simpson determined Mr. Watson failed to maintain his lane, veered off the roadway, and struck

¹ 1 Defendant objects to this fact as immaterial or that it “does not otherwise comply with the provisions set out in LR 56.1(B)(1).” (Dkt. 120 ¶ 19.) It is surprising to the Court that Defendant would consider a fact relaying the very collision at issue in this case immaterial. And Defendant does not specify how Plaintiff’s recitation of the fact violates the Local Rules. Instead, it appears Defendant merely quotes in conclusory fashion the Local Rule’s description of how a party might object to a statement of material fact rather than admitting something Defendant really doesn’t dispute. Given this lack of specificity, Defendant’s objection to this fact—and similar objections to other facts—are insufficient. Accordingly, where Defendant does not adequately dispute one of Plaintiff’s material facts, the Court considers it admitted.

App-14

Mr. Hambrick's vehicle, which had been stopped in the emergency lane. (Dkt. 111-1 at 32.)

Officer Meeks also "made contact" with Mr. Watson at the scene. (Dkt. 111-1 at 32.) He noted Mr. Watson had "an odor of alcoholic beverage coming from his person," an unsteady walk, and bloodshot and watery eyes. (*Id.*) Mr. Watson told Officer Meeks he was not injured but refused to answer any questions about the collision. (*Id.*) The officers arrested Mr. Watson, charging him with DUI. (Dkt. 111-1 at 32.) A few hours later, tests confirmed Mr. Watson had a blood alcohol content more than twice the legal limit. (Dkt. 120 ¶ 23.)

Mr. Watson worked for Defendant as a "beverage financing relationship manager" from 2010 until 2019. (Dkt. 116 at 16–17.)² He was an employee at the time of the accident. Plaintiff sued Defendant in August 2022, claiming Defendant served alcohol to Mr. Watson at a work function prior to the collision despite Mr. Watson's obvious intoxication and despite knowing Mr. Watson would soon be driving. (Dkt. 1.)

During discovery, Mr. Watson testified he "was not leaving any work-sponsored or host[ed] event prior to" the collision. (Dkt. 116 at 39.) He said he was "not working" that night, that he was "networking, trying to source other opportunities," and that he "handled [his] work stuff separately" from his personal networking. (*Id.*; Dkt. 117 at 160.) According to Mr. Watson, his networking that evening "had nothing to do with . . . [Defendant]." (Dkt. 116 at 39.) He could not

² For ease of reference, when citing deposition testimony, the Court cites the pagination of the deposition transcript rather than the page number of the CM/ECF system.

recall, however, where or with whom he had been drinking prior to the collision, whether someone else had bought him drinks, or how he paid for the drinks. (Dkts. 112 ¶ 17; 120 ¶ 38.) Still, he said he could not have been at a work event because, if he had been, he would have used his company credit card or been with work colleagues—neither of which happened. (Dkt. 120 ¶ 39.)

Defendant's corporate representative testified that Defendant "did not host an event August 3rd or 4th[,] 2019." (Dkt. 118 at 85.) He said he reviewed Defendant's calendars and Mr. Watson's company credit card charges, neither of which showed any event "approved and/or paid for on those dates." (Dkt. 118 at 85–86.) He also testified Defendant typically would not hold events over the weekend, and, even if it did, "those events would typically not go into the late hours on Saturday." (Dkt. 118 at 86.) Nor would Defendant directly purchase alcohol for company events. (Dkt. 118 at 79.) Instead, Defendant would enter into vendor contracts for caterers, event staff, and alcohol service. (Dkts. 112 ¶ 14; 118 at 26 (testifying Defendant would "cont[r]act with vendors and those vendors are responsible for the service of alcohol"), 79.) No evidence suggests Defendant had contracts with "events staff, bartenders, [or] servers" for an event taking place on August 3 or 4, 2019. (Dkt. 112 ¶¶ 15–16.)³

³ Defendant—in its statement of fact—claims it did not have any contracts with "caterer[s]" for an event on the day of the collision. (Dkt. 112 ¶¶ 15–16.) Plaintiff rightfully objects that Defendant's cited evidence confirms only that Defendant did not have any contracts with "events staff, bartenders, [and] servers" for an event that day. (*Id.*) It says nothing about caterers. But, to the extent Plaintiff suggests Defendant's failure to say

Mr. Watson resigned from Defendant's employment in 2022. (Dkt. 112 ¶¶ 1, 11.) He never told Defendant about the collision or his arrest. (Dkt. 112 ¶ 10.) Indeed, Defendant did not find out about the accident until Plaintiff filed this lawsuit. (Dkt. 12 ¶ 12.)

Plaintiff raised claims in her individual capacity for wrongful death and in her capacity as administrator of Mr. Hambrick's estate for his pain and suffering, funeral and burial costs, and medical expenses. (Dkt. 1.) Defendant moved to dismiss. (Dkt. 8.) The Court granted Defendant's motion in part, dismissing Plaintiff's wrongful death claims as untimely. (Dkt. 72 at 14.) "[T]he estate's claims," however, "survived." (*Id.*) Defendant now moves for summary judgment on those claims. (Dkt. 111.)

II. Legal Standard

Summary judgment is appropriate when "the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). The party moving for summary judgment bears the initial burden of showing a court, by reference to materials in the record, that there is no genuine dispute as to any material fact. *Hickson Corp. v. N. Crossarm Co.*, 357 F.3d 1256, 1260 (11th Cir. 2004). The nonmoving party then has the burden of showing summary

whether it had any contracts with caterers for that day creates a genuine issue of fact, the Court disagrees. Plaintiff didn't ask Defendant about caterers. And because Plaintiff bears the burden of proving Defendant served Mr. Watson alcohol that day, she cannot use Defendant's failure to answer a question she never asked to suggest there might be evidence Defendant contracted with a caterer (and thus held an event that day).

judgment is improper by coming forward with “specific facts” demonstrating a genuine dispute. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). Ultimately, “[w]here the record taken as a whole could not lead a rational trier of fact to find for the non-moving party, there is no genuine issue for trial.” *Salinero v. Johnson & Johnson*, 995 F.3d 959, 964 (11th Cir. 2021). Inadmissible evidence, such as inadmissible hearsay, “cannot be considered in ruling on a motion for summary judgment unless it can be reduced to admissible evidence at trial.” *Bio-Medical Applications of Ga., Inc. v. City of Dalton, Ga.*, 685 F. Supp. 2d 1321, 1343 n.5 (N.D. Ga. 2009) (citing *Macuba v. DeBoer*, 193 F.3d 1316, 1322–23 (11th Cir. 1999)).

III. Discussion

Plaintiff brings a Georgia dram shop claim against Defendant, arguing it served Mr. Watson alcohol while he was noticeably intoxicated, despite knowing he would soon be driving a motor vehicle. (Dkt. 1 ¶¶ 25.)⁴ Georgia’s dram shop act provides, in pertinent part:

⁴ Plaintiff also brings a general negligence claim against Defendant. (Dkt. 1 ¶ 15–23.) Defendant argues this claim fails because Georgia’s dram shop act is the “exclusive remedy for a plaintiff seeking recovery from a third-party provider of alcoholic beverages.” (Dkt. 111-1 at 17–18.) Plaintiff did not respond to this argument. So, the Court could grant summary judgment on the negligence claim on that basis alone. See *Burnett v. Northside Hosp.*, 342 F. Supp. 2d 1128, 1140 (N.D. Ga. 2004) (“Failure to respond to the opposing party’s summary judgment arguments regarding a claim constitutes an abandonment of that claim and warrants the entry of summary judgment for the opposing party.”). In any event, Defendant is right. Georgia courts have

App-18

[A] person who willfully, knowingly, and unlawfully sells, furnishes, or serves alcoholic beverages to . . . a person who is in a state of noticeable intoxication, knowing that such person will soon be driving a motor vehicle, may become liable for injury or damage caused by or resulting from the intoxication of such . . . person when the sale, furnishing, or serving is the proximate cause of such injury.

O.C.G.A. § 51-1-40(b). Dram shop liability “is to be applied only where an alcoholic beverage is served or poured on premises to an adult.” *Flores v. Exprezit! Stores 98-Georgia, LC*, 713 S.E.2d 368, 370 (Ga. 2011). The necessary corollary, of course, is that a person (or entity) who has not served someone alcohol cannot be liable under the statute. *See Kappa Sigma Int’l Fraternity v. Tootle*, 473 S.E.2d 213, 215 (Ga. Ct. App. 1996) (“O.C.G.A. § 51-1-40(b) does not impose liability upon one who merely furnishes the premises upon which alcohol is consumed. It imposes liability *only upon one who furnishes the alcohol itself.*”) (emphasis in original) (internal quotation marks and citation omitted).

made clear that the dram shop act “insulates providers of alcohol from third-party claims of negligence except as provided in” the statute. *Hansen v. Etheridge*, 501 S.E.2d 517, 519 (Ga. Ct. App. 1998).

A. Hearsay Statements

Defendant says the only evidence it held a company event on August 3, 2019 is Mr. Watson's alleged statement to Officer Simpson at the scene that "he was coming from a work function." (Dkt. 111-1 at 31.) Officer Simpson relayed Mr. Watson's statement to Officer Meeks, who then memorialized it in the DUI report. (Dkt. 111-1 at 6.) So, there are three statements at issue here: Mr. Watson's alleged statement to Officer Simpson at the scene; Officer Simpson's statement relating to Officer Meeks what Mr. Watson told him; and Officer Meeks's statement in the DUI report. According to Defendant, Mr. Watson's statement is inadmissible hearsay contained within inadmissible hearsay. (*Id.*) And because there is no other evidence Defendant served Mr. Watson alcohol that evening, Defendant says, Plaintiff's claim fails as a matter of law. (Dkt. 111-1 at 10.)

"Hearsay is generally defined as 'a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted.'" *United States v. Caraballo*, 595 F.3d 1214, 1226 (11th Cir. 2010) (quoting Fed. R. Evid. 801(c)). "Hearsay is inadmissible unless the statement is not hearsay as provided by Rule 801(d) [of the Federal Rules of Evidence] or falls into one of the hearsay exceptions." *Id.* (internal quotation marks and citation omitted). For hearsay within hearsay to be admissible, "each part of the combined statements" must "conform[] with an exception to the rule." Fed. R. Evid. 805.

Plaintiff does not dispute that Mr. Watson's alleged statement, Officer Simpson's statement relaying what

Mr. Watson said, or the parts of Officer Meeks's report describing these statements are all hearsay. But, Plaintiff says, these statements are admissible under three exceptions to the rule against hearsay: (1) the public records exception;

(2) the statement against interest exception; and (3) the residual exception. (Dkt. 113 at 5.)

1. Public Records Exception

First, Plaintiff contends the statements are admissible under the public records exception contained in Federal Rule of Evidence 803(6), as they constitute "[e]ntries in a police report which result from an officer's own observations and knowledge." (Dkt. 113 at 5-6 (internal quotation marks and citation omitted).) Defendant says the DUI report's recitation of Mr. Watson's statement does not fall within the public records exception because it relays what Mr. Watson said rather than Officer Simpson's or Officer Meeks's personal observations. (Dkt. 119 at 9.) Defendant is right.

Typically, "factual findings and matters observed by a public official, such as a police officer, contained in public records, such as police reports, can be allowed in as admissible evidence under the public records exception to the hearsay rule." *In re Byrd*, 294 B.R. 808, 811 (Bankr. M.D. Ga. 2003) (citing *Beech Aircraft Corp. v. Rainey*, 488 U.S. 153, 169-70 (1988)). But statements contained in police reports made by bystanders, witnesses, and other pertinent individuals are not admissible under the public records exception because Rule 805 precludes hearsay within hearsay. *Id.*; see also *MSC Mediterranean Shipping Co. SA, Geneva v. Metal Worldwide, Inc.*, 884 F. Supp. 2d 1277, 1282 (S.D. Fla. 2012) ("Entries in a police report which result from an officer's own observations and

knowledge may be admitted but statements made by third persons under no business duty to report may not.”). “In other words, ‘[p]lacing otherwise inadmissible hearsay statements by third-parties into a government report does not make the statement admissible.’” *United Techs. Corp. v. Mazer*, 556 F.3d 1260, 1278 (11th Cir. 2009) (citation omitted).

Officer Meeks’s report explains that Mr. Watson told Officer Simpson his whereabouts prior to the collision. Officer Meeks did not speak with Mr. Watson about the collision or about where he was before. Mr. Watson’s statement—relayed through Officer Simpson—is the only place Officer Meeks’s DUI report even mentions what Mr. Watson was doing or where he was before the crash. So, that statement does not come from Officer Meeks’s personal knowledge or observations. Nor does it come from Officer Simpson’s, as he simply repeated what Mr. Watson told him. There is no evidence the officers independently verified Mr. Watson’s whereabouts. What’s more, Mr. Watson had no business duty—or any duty at all—to tell the officers where he was that night. Just because Mr. Watson’s statement is contained within Officer Meeks’s DUI report does not render it excepted from the hearsay rule. The statement does not fall within the public records exception. *See Goodman v. Kimbrough*, 718 F.3d 1325, 1333 n.2 (11th Cir. 2013) (district court properly excluded witness statements in sheriff’s investigative report because proponent failed to show those statements independently met an exception to the rule against hearsay).

2. Statement Against Interest Exception

Plaintiff also argues Mr. Watson's statement is excepted from the hearsay rule as a statement against interest. (Dkt. 113 at 6.) Defendant says the statement against interest exception does not apply because Mr. Watson is available to testify and has already given two depositions. (Dkt. 119 at 3-4.)⁵ The Court agrees.

Rule 804(b)(3) of the Federal Rules of Evidence excepts from the rule against hearsay statements against interest. Fed. R. Evid. 804(b)(3). To qualify under Rule 804(b)(3), "a statement must be against the penal interest of the declarant, corroborating circumstances must exist indicating the trustworthiness of the statement[,] and the declarant must be unavailable." *United States v. Harrell*, 788 F.2d 1524, 1526 (11th Cir. 1986). "A declarant is unavailable if he 'is absent from the trial or hearing and the statement's proponent has not been able, by process or other reasonable means, to procure . . . the declarant's attendance or testimony.'" *Carrizosa v. Chiquita Brands Int'l, Inc.*, 47 F.4th 1278, 1309 (11th Cir. 2022) (quoting Fed. R. Evid. 804(a)(5)(B)).

⁵ Defendant also argues Mr. Watson's statement does not qualify because it did not carry a threat of criminal prosecution. (Dkt. 119 at 5.) The Court disagrees, as it declines to view Mr. Watson's statement about coming from a work function in isolation. Mr. Watson had just caused a serious car accident and was under the influence. Telling Officer Simpson he had just attended an event with (and consumed) alcohol subjected him to the risk of being charged with DUI and other serious crimes. In any event, as discussed above, Mr. Watson's statement does not qualify as a statement against interest because he is not unavailable.

Plaintiff does not even try to argue Mr. Watson is unavailable. Indeed, Plaintiff doesn't mention the elements of the statement against interest exception at all. See *Carrizosa*, 47 F.4th at 1309 ("The burden of proving that the declarant is unavailable is on the statement's proponent."). In any event, Mr. Watson is clearly available. He testified during two separate days of depositions, and he can be called as a witness at trial. So, Mr. Watson's statement does not qualify under the statement against interest exception. See *Mazer*, 556 F.3d at 1280 (witness was not unavailable where proponent "could have taken . . . reasonable steps to obtain [declarant's] direct testimony").

3. Residual Exception

Plaintiff also says Mr. Watson's statement falls under the residual exception. (Dkt. 113 at 6.) Under that exception, "a hearsay statement is not excluded" if "(1) the statement is supported by sufficient guarantees of trustworthiness—after considering the totality of the circumstances under which it was made and evidence, if any, corroborating the statement," and "(2) it is more probative on the point for which it is offered than any other evidence that the proponent can obtain through reasonable efforts." Fed. R. Evid. 807. "Congress intended the residual hearsay exception to be used very rarely, and only in exceptional circumstances." *Mazer*, 556 F.3d at 1279 (internal quotation marks and citation omitted). It applies "only when certain exceptional guarantees of trustworthiness exist and when high degrees of probativeness and necessity are present." *Rivers v. United States*, 777 F.3d 1306, 1312 (11th Cir. 2015) (internal quotation marks and citation omitted). "In determining if the statement has

such exceptional guarantees of trustworthiness, [courts] look to the circumstantial guarantees that existed when the declarant originally made the statement, . . . including 'the probable motivation of the declarant in making the statement, the circumstances under which [the statement] was made, the knowledge and qualifications of the declarant, and the existence of corroborating evidence.'" *Bratt v. Genovese*, 782 F. App'x 959, 965 (11th Cir. 2019) (citation omitted).⁶

Plaintiff says Mr. Watson's statement "has more than equivalent circumstantial guarantees of trustworthiness because neither Officer Simpson nor Officer Meeks had any incentive to fabricate what Watson stated on the scene of the accident." (Dkt. 113 at 6.) Plaintiff misses the point. It is not the trustworthiness of the officers' relaying the statement that matters, but the trustworthiness of the statement itself. And Plaintiff points to nothing showing Mr. Watson's statement at the scene was trustworthy. To the contrary, Mr. Watson was intoxicated at the time, had just been in a serious car accident, and was talking to a responding police officer.

Not only that, Plaintiff fails to show Mr. Watson's statement is more probative than other evidence about his whereabouts prior to the collision—specifically, Mr. Watson's sworn testimony combined with the complete lack of corroborating evidence Defendant held an event that evening. Mr. Watson even

⁶ The Court recognizes *Bratt* is unpublished and not binding. The Court cites it nevertheless as instructive. See *Searcy v. R.J. Reynolds Tobacco Co.*, 902 F.3d 1342, 1355 n.5 (11th Cir. 2018) ("Unpublished cases do not constitute binding authority and may be relied on only to the extent they are persuasive.").

explained away his statement: he said “[m]aybe in my slurring or disorderly state, [the officers] didn’t hear networking, they just heard work,” but he reiterated his “intent . . . was to go out for a networking function,” and he “would not have mixed work . . . and networking.” (Dkt. 117 at 104–106.) Plaintiff has thus failed to show Mr. Watson’s statement has any guarantees of trustworthiness—much less exceptional ones—or that it is more probative than other evidence regarding his whereabouts prior to the collision. *See Bratt*, 782 F. App’x at 966 (statement did not have sufficient guarantees of trustworthiness where it differed from declarant’s later account); *Mazer*, 556 F.3d at 1279 (statement was not more probative on the point for which it was offered than other evidence where proponent “could have taken reasonable steps to obtain admissible testimony directly from [the declarant]”).

Because Plaintiff has failed to show Mr. Watson’s hearsay statement meets any exception to the rule against hearsay, the Court cannot consider it in deciding Defendant’s summary judgment motion.

B. Other Evidence

Plaintiff says there is other evidence that creates a genuine issue of fact over whether Defendant held an event and served Mr. Watson alcohol prior to the collision. (Dkt. 113 at 7–8.) Specifically, she says there is evidence: (1) Mr. Watson was working for Defendant on the date of the accident, (2) in 2019, Defendant sponsored work events in Atlanta “wherein alcohol without preset limits . . . was distributed,” and (3) because Mr. Watson admitted he could not remember where he was prior to the collision, there is at least a question over whether he was at a work event. (Dkt.

113 at 8.) Defendant says Plaintiff “fails to proffer admissible evidence that [Defendant] provided alcohol to a noticeably intoxicated Mr. Watson with constructive knowledge that he would soon be driving.” (Dkt. 119 at 12.)

First, regarding Plaintiff’s argument Mr. Watson was working for Defendant on the date of the collision, Plaintiff’s cited evidence does not support this fact. She cites deposition testimony from Defendant’s corporate representative saying Mr. Watson “work[ed] for [Defendant] . . . in August of 2019,” *not* that he was working on August 3, 2019. (Dkt. 118 at 24–25, 32–33.) Evidence that someone has a job does not provide evidence from which a jury can infer that person was working at a particular date and time. Second, whether Defendant hosted other events with alcohol is irrelevant. Plaintiff’s claims require her to show that *on the day of the collision*, Defendant served a noticeably intoxicated Mr. Watson knowing he would soon be operating a motor vehicle. There is no evidence of this. Third and finally, Mr. Watson’s exact recollection of where he was or who he was with does not really matter, because he affirmatively and repeatedly clarified he was *not* at a work function. He was very clear on that point and provided several reasons why he was so sure: he did not use his company credit card, he was not with work colleagues, he knew he had planned to go to a networking event, and he did not mix work and personal networking. And even if he did not give this unequivocal testimony, his failure to recall where he was that night would not permit a jury to infer he was at a specific event.

In an effort to avoid summary judgment, Plaintiff attacks the authenticity of Defendant’s evidence and

engages in rank speculation. Plaintiff, for example, suggests the “statements within Watson’s affidavit-declaration . . . were not provided by Watson,” and that Defendant’s corporate representative’s testimony reveals Defendant “did not perform a comprehensive search of its records.” (Dkt. 113 at 10.) Plaintiff points to no evidence supporting these assertions. She points out Mr. Watson testified he knew he did not use his company credit card that night because there would have been an electronic record of its usage, but he also “admitted that he has not seen that record.” (Dkt. 113 at 10.) This does not undercut Mr. Watson’s testimony. Even if he had not actually looked at the credit card statement, he could reasonably have relied on Defendant’s representation he did not use his company card that evening. In any event, Mr. Watson repeatedly, under oath, testified he did not use that card. As for her contention Defendant did not do enough to search its records to confirm whether it held an event on the night of the collision, Plaintiff attempts to use counsel’s non-specific questioning at the corporate representative’s deposition to suggest the representative was unprepared (and, thus, might have missed some documents proving the existence of a work event that evening). At the deposition, Plaintiff’s counsel repeatedly asked the representative about documents related to all of Defendant’s corporate events in 2019. (Dkt. 118 at 14–16.) The Court had already ordered, however, that Plaintiff could not question the representative about “any and/or all” of Defendant’s events in 2019, but instead had to “limit her inquiry over company events to the function at which she alleges Defendant served Mr. Watson alcohol.” (Dkt. 103 at 2.) So, it is no surprise the representative could not

testify to documents other than those related to the dates in question. Plaintiff never reconvened the deposition, requested additional documents, or came back to the Court to challenge the adequacy of the representative's testimony.⁷ And summary judgment is not the time to raise those issues. The Court provided the parties a discovery dispute procedure to handle any problems with discovery. The parties utilized that procedure more than once. (Dkts. 74; 101.) Plaintiff raised no such concern about Defendant's productions. The time for that discussion has long passed.

Plaintiff also relies on pure conjecture. She argues, for example, that Mr. Watson probably did not use his company credit card that night because the supposed work event "likely had an open-bar," and that "as the work event was on a weekend, [Defendant] was aware that its attendees including Watson would be coming from various locations." (Dkt. 113 at 10-12.) There is no evidence of this—it's all speculation. No record evidence would allow a jury to reach such an inference. At this stage, Defendant is not required to prove a negative, like Plaintiff suggests. Rather, it only has to make a plausible showing of the lack of evidence on a necessary element of Plaintiff's claim. *Lowie v. Raymark Indus.*, 676 F. Supp. 1214, 1216 (S.D. Ga. 1987).

⁷ Any complaints Plaintiff might have about the adequacy or depth of the corporate representative's deposition are mostly attributable to Plaintiff's counsel. Not only did counsel defy the Court's order regarding the scope of the deposition, the deposition transcript also shows that, even though Defendant's representative was available for the entire day, Plaintiff's counsel surprisingly "cut the deposition short" after about ninety minutes of questioning to catch a flight and declined to allow Defendant's counsel to ask any follow-up questions. (Dkt. 82-84.)

It has done that by pointing to Mr. Watson's testimony and the lack of any admissible evidence showing Defendant held a work event on the day of the collision. So, based on that evidence (and the lack thereof), no jury could conclude Defendant served Mr. Watson alcohol as required for Plaintiff to succeed on her claim. The burden thus shifted to Plaintiff to establish with admissible record evidence—not speculation—that a genuine issue of fact exists on that point. *Id.* Plaintiff has failed to do that. Defendant is thus entitled to summary judgment.⁸

IV. Conclusion

The Court **GRANTS** Defendant's Motion for Summary Judgment (Dkt. 111). The Court **DIRECTS** the Clerk to close this case.

SO ORDERED this 5th day of September, 2024.

/s/ Michael L. Brown
MICHAEL L. BROWN
UNITED STATES DISTRICT JUDGE

⁸ Because the Court concludes there is no genuine issue of material fact as to whether Defendant served Mr. Watson alcohol prior the collision, it need not examine Plaintiff's arguments regarding whether he was noticeably intoxicated or whether Defendant knew he would soon be driving.

App-30

Appendix C

[Filed: Sep. 6, 2024]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

JAMILA HAMBRICK,
Plaintiff,

vs.

WELLS FARGO BANK,
N. A., Inc.,
Defendant.

CIVIL ACTION FILE

NO. 1:22-cv-03509-MLB

J U D G M E N T

This action having come before the court, Honorable Michael L. Brown, United States District Judge, for consideration of Defendant's Motion for Summary Judgment, and the court having granted said motion, it is

Ordered and Adjudged that the plaintiff take nothing; that the defendant recover its costs of this action, and the action be, and the same hereby is, **dismissed**.

Dated at Atlanta, Georgia, this 6th day of September, 2024.

KEVIN P. WEIMER
CLERK OF COURT

By: s/Parker Thompson
Deputy Clerk

App-31

Prepared, Filed, and Entered
in the Clerk's Office
September 6, 2024
Kevin P. Weimer
Clerk of Court

By: s/Parker Thompson
Deputy Clerk

App-32

Appendix D

[Filed: Jun. 25, 2025]

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
GEORGIA
ATLANTA DIVISION**

Jamila Hambrick, *as
administrator of the
estate of Derrick Kha-
lid Hambrick,*

Plaintiff,

v.

Case No. 1:22-cv-3509-MLB

Wells Fargo Bank, N.A. Inc.,
Defendant.

ORDER

This matter comes before the Court on the Eleventh Circuit's limited remand to decide whether complete diversity exists. (Dkt. 130.) The Court finds it does.

In August 2022, Plaintiff-administrator Jamila Hambrick, on behalf of her son Derrick Khalid Hambrick's estate, sued Defendant for several state-law claims. (Dkt. 1.) She alleged she "is a . . . citizen [] domiciled in . . . South Carolina," and Defendant "is a Delaware Corporation with a principal place of business [in] . . . South Dakota." *Id.* ¶¶ 1–2.)

Following the Court's Order granting summary judgment, Plaintiff appealed. (Dkts. 121, 123.) In February 2025, the Eleventh Circuit noted "Jamila

Hambrick alleged her own citizenship rather than that of her son at the time of his death,” as required by the relevant citizenship rule. (Dkt. 130 at 3.) It accordingly remanded the case “for the limited purpose of determining the citizenship of the parties to establish whether diversity jurisdiction existed in the first instance.” (*Id.*) On remand, the Court instructed Plaintiff to submit supplemental evidence showing Derrick Hambrick’s citizenship at the time of his death. (Dkts. 131, 134.) The parties did so. (Dkts. 133, 138, 142.)

Diversity jurisdiction exists when the action “is between citizens of different states.” 28 U.S.C. § 1332(a)(1).¹ “Where an estate is a party, the citizenship that counts for diversity purposes is that of the decedent, and she is deemed to be a citizen of the state in which she was domiciled at the time of her death.” *King v. Cessna Aircraft Co.*, 505 F.3d 1160, 1170 (11th Cir. 2007) (citation omitted); 28 U.S.C. § 1332(c)(2). “And domicile requires both residence in a state and an intention to remain there indefinitely.” *Travaglio v. Am. Express Co.*, 735 F.3d 1266, 1269 (11th Cir. 2013) (internal quotation marks and citation omitted). At bottom, “[t]he party invoking federal jurisdiction must prove, by a preponderance of the evidence, facts supporting the exercise of jurisdiction.” *Alliant Tax Credit 31, Inc. v. Murphy*, 924 F.3d 1134, 1143 (11th Cir. 2019) (internal quotation marks and citation omitted).

The Court finds that D. Hambrick was domiciled in Georgia at the time of his death. First, D. Hambrick

¹ 28 U.S.C. § 1332 also has an amount in controversy requirement, but that’s not at issue here.

resided in Georgia at that time. (See Dkts. 133 ¶ 3 (noting D. Hambrick lived in Georgia at the time of his death); 142-1 at 2-9 (D. Hambrick's residential lease for a year term from July 9, 2019 to July 8, 2020); 138 at 6 (certified copy of D. Hambrick's certificate of death listing the same Georgia address as residency); 138 at 9, 20 (certified copy of Fulton County State Probate Court Petition and Order stating D. Hambrick's domicile as the Fulton County address).) This was D. Hambrick's "only and permanent residence," and he "had been living in Georgia for a significant amount of time up to the point of his death." (Dkt. 133 ¶ 3.) Second, voluminous circumstantial evidence suggests D. Hambrick intended to remain indefinitely at this Georgia residence. As his mother testified, he was working in Georgia, planned to stay in Georgia, and never suggested moving elsewhere. (*Id.*) To be sure, D. Hambrick enrolled in classes at a local trade school up to and at the time his death, applied for full-time employment at a local business (using the same Georgia address) shortly before his death, and listed in such application prior, continuous employment in Georgia from mid/late-2018 onward. (Dkts. 138 at 31-35; 142-1 at 15-32 (certified business records showing D. Hambrick's regular trade school attendance months before his death, his signed enrollment agreement, and course progress).) Indeed, his then-current employer (the same company to which he submitted the previously mentioned employment application to) confirmed he worked for it from July 17, 2019 to the time of his death. (Dkt. 142-1 at 34-36.)

The Court thus finds by a preponderance of the evidence D. Hambrick was domiciled in Georgia at the time of his death. And in the light of this finding,

App-35

complete diversity exists. J. Hambrick is a South Carolina citizen, D. Hambrick was a Georgia citizen at the time of his death, and Defendant is a Delaware and South Dakota citizen.

The Court thus **DIRECTS** the Clerk to return the record, as supplemented, including a copy of this Order, to the United States Court of Appeals for the Eleventh Circuit.

SO ORDERED this 25th day of June, 2025.

/s/ Michael L. Brown

MICHAEL L. BROWN

UNITED STATES DISTRICT JUDGE

RECEIVED
JUN 25 2025
U.S. DISTRICT COURT
NORTH DAKOTA
FARGO

App-36

Appendix E

[Filed: Dec. 12, 2025]

In the
United States Court of Appeals
For the Eleventh Circuit

No. 24-13279

JAMILA HAMBRICK,

As administrator of the estate of
Derrick Khalid Hambrick,

Plaintiff-Appellant,

versus

WELLS FARGO BANK, N.A. Inc.,

Defendant-Appellee,

MAURICE B. WATSON,

Defendant.

Appeal from the United States District Court
for the Northern District of Georgia
D.C. Docket No. 1:22-cv-03509-MLB

Before ROSENBAUM, GRANT, and WILSON, Circuit
Judges.

PER CURIAM:

The Petition for Panel Rehearing filed by Appellant
Jamila Hambrick is DENIED.

RECEIVED

JUN - 2 2026

OFFICE OF THE CLERK
SUPREME COURT, U.S.