

***TIME SENSITIVE UNEQUIVOCAL SETTLEMENT DEMAND
FOR POLICY LIMITS*
EXPIRES ON TUESDAY, FEBRUARY 18, 2020 AT 5:00 P.M. MST.**

Dear [Defense Counsel], Tortfeasor (via counsel), [all insurance companies], and All Insurance Company Money Decision-Makers:

Please accept this as a clear and unequivocal policy limits settlement demand on behalf of Ms. Suzie Smith. In return for acceptance of this demand, our client will sign a full and final release of all claims against your insured. This demand expires on February 18, 2020 at 5:00 p.m. MST. If our demand is not accepted or paid by this time, we will consider the policy to be Open. If this demand is allowed to expire, our next demand will be for \$1,000,000 (one million dollars). This demand is also expressly conditioned upon the insurance carriers providing us with proof of all applicable policy limits and consent to settle from uninsured/underinsured carriers. Please respond in writing as this is the only response method which will be considered. Let us be clear that any counteroffer less than the policy limits will be deemed a rejection of our unequivocal settlement demand. **THIS WILL BE THE ONLY OPPORTUNITY FOR [INSURANCE COMPANIES], AND [TORTFEASOR] TO SETTLE THIS CASE WITHIN POLICY LIMITS.**

Failure to pay this demand will result in our firm continuing to move forward towards a very public jury trial. The trial will needlessly expose [Tortfeasor] to reliving the horror of the accident day and being forced to face days of testimony about how her actions severely and permanently harmed Suzie Smith. The trial will also expose [Tortfeasor] to the risk of an excess jury verdict and publicly recorded judgment against her in excess of the policy limits.

Liability is 100% clear in this case and 100% of the liability falls on Defendant [Tortfeasor]. Ms. Smith was stopped in response to traffic [location redacted]. The vehicle in front of her, a XXXXX, was also stopped in response to traffic. [Tortfeasor] was driving southbound on [street] approaching the same intersection. [Tortfeasor] failed to stop as required and slammed into the rear of Ms. Smith's vehicle. Ms. Smith's [vehicle], was hit so hard that it was shoved into the [other car] which was stopped in front of her. Ms. Smith's vehicle sustained so much damage that it was declared a "total loss." This was not a minor collision. Further, [Tortfeasor] admits she ran into the rear of Ms. Smith's vehicle and admits she was not pushed into the rear of Ms. Smith's vehicle. (*See Defendant's Responses to Plaintiff's First Set of Interrogatories, Requests for Production, and Requests for Admission*). Further, the XXXXX Police Department responded to the scene of the accident and investigated. Accident report number XXXXX was written by the Police Department as a result of this accident. Officer Matt cited Defendant [Tortfeasor] for ***Following Too Closely***. [Tortfeasor] admitted her fault to the court and paid her fine for the citation.

Suzie Smith does not want to go through this litigation. She is not a greedy, lawsuit-happy person. She is a nice woman from [city, state]. She is a mother of a beautiful little [age] girl and strives to give the attention a small child needs from their mother. Sadly, Suzie was seriously hurt when [Tortfeasor] rammed into the rear of Suzie's [vehicle].

It is critical that you understand Ms. Smith's health condition on the date of the accident as it directly impacts her medical needs and her non-economic damages. She has a complicated past medical history [removed for privacy. Congenital cervical stenosis was alleged by defense].

The legal principles involved here are that, "you take your victim as you find them" or the "eggshell skull plaintiff rule." These rules mean that it does not matter that Ms. Smith had a

[complicated medical history] prior to the accident. Simply stated, [tortfeasor] is fully responsible for all injuries, harms, losses, and damages flowing from the accident.

The insurance company and [defense counsel] are in possession of enough medical bills and records to fairly evaluate this case and to pay the policy limits in this case.

Here is a brief summary of Suzie's treatment since the day of the crash: [removed for privacy]. Suzie will likely have pain in her neck, back, and shoulder for the remainder of her natural life which is 47.3 years (or 17,265 days) according to the U.S. Census Bureau.

Suzie and her daughter have an excellent support system. You can expect to hear testimony at trial from Suzie's family and friends. The Jury is going to hear them testify about how this crash caused Suzie new pain, demoralized her and left her feeling hopeless, caused her great stress from large medical bills and collections, and how she changed after the crash. They are even expected to testify about how Suzie could not even play with her young daughter or attend school functions due to her pain and physical limitations. Even worse, the Jury will hear about Suzie's daughter's terrors and fears such as, "Mommy is going to die because of the crash," and "I'm afraid of the car because the [at-fault vehicle] hit us."

If the insurance companies fail to pay this demand and we have to continue with litigation, we will be asking a jury for at least \$3,000,000 (three million dollars), and likely much much more. **IT IS IMPERATIVE THAT YOU UNDERSTAND THAT THERE IS NO CIVIL LAW OR JURY INSTRUCTION ANYWHERE THAT SAYS MONEY JUSTICE FOR DAMAGES IN OUR CLIENT'S CIVIL CASE SHOULD BE LITTLE, OR CHEAP.**

Please make sure that all money decision-makers and defendants immediately read this demand. Further, inform [tortfeasor] that this stressful and humiliating trial experience can be avoided by her by having her insurance company pay the full limits of the insurance policies; policies which [tortfeasor] paid good money for.

Please ensure [tortfeasor] receives a copy of this demand so she has the opportunity to: instruct [insurance companies] to pay the policy limits so [tortfeasor]'s family and assets will be protected. Additionally, notice will give [tortfeasor] the opportunity to retain private counsel to protect her personal interests.

If the total policy limits are more than \$XXX,XXX, then the settlement demand is for whatever those policy limits might be. We are making this demand on the representation by counsel and [insurance companies] that the global limits of the insurance for the [tortfeasor] total only \$XXX,XXX.

The bottom line is that our client sincerely wants to provide an opportunity to resolve this case for an amount of money that does not require the insured policyholder ([tortfeasor]) to pay a single penny over what the insurance coverage is.

The insurance company, through counsel, has received enough medical billing and records to support Suzie's demand for payment. Our client's demand is for payment of every dollar of damages allowed and authorized by Colorado State Law and the Colorado Pattern Civil Jury Instructions. Suzie has had neck, shoulder, and back pain since the day of the accident through present day. This is 1,093 days. She is likely to suffer from this accident for the rest of her natural life (17,265 days) and also has permanent scarring from her surgical procedures. The worst part about the neck scars is that Suzie cannot wear her hair "up" as the scars cover the entire back of her neck. This is embarrassing to Suzie and causes people to stare. Suzie's neck will forever have [hardware] inside of it. Even if we assume a miniscule \$33/day for each compensable harm, such as: pain, physical suffering, mental suffering, inconvenience, emotional stress, physical impairment, inability to escape danger due to lack of mobility, inability to care for her young

daughter, and for scarring, the policy limits are exceeded; rest assured, we will be asking a jury for much more than this amount and no less than \$3,000,000.

Please know that any request for an extension of this demand will constitute a rejection of the clear and unequivocal settlement opportunity. The insurance company and the defense has already had over a month to evaluate this case and is being given an additional 30 days to evaluate the newly disclosed information. With the information provided, it should be clear that the risks of a jury verdict and judgment in excess of the policy limits are both real and very serious.

If this demand is not paid, make sure the reserves are set on this case for more than \$10,000,000 (ten million dollars). Also, please make sure that [tortfeasor] has her own personal counsel if the insurance company decides not to settle this case. Please provide our office with the contact information for the insured's private counsel.

Please feel free to reach me at any time, day, evening, or on the weekend. My phone number is XXX-XXX-XXXX and will ring to my personal cell phone after hours.

Respectfully yours,

Glenn B. Fair Jr., Esq.
Attorney for Plaintiffs

P.S. A CD with all medical records disclosed to counsel has been mailed to all other involved and unrepresented insurance companies for their evaluation.