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May 24, 2020

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SENT VIA [_____]

[_____]
[_____]
[_____]

Tel: (xxx) xxx-xxxx

Fax: (xxx) xxx-xxxx

Re: Claim No. : [Claim No.]
Our Client : [Client's Name]
Your Insured : [Other Party's Name]
Date of Loss : [Date of Accident]

SETTLEMENT DEMAND LETTER

This letter is sent in furtherance of ongoing settlement negotiations and serves no other purpose. As such, this letter is confidential, privileged, and subject to Federal Rule of Evidence 408, California Evidence Code §1152, and all other applicable state or federal laws protecting settlement communications and offers of compromise

Dear Claims Department:

As you are aware, this office represents [Client's Name], who was injured on [Date of Accident], as a result of an automobile accident, caused by your insured, [Other Party's Name]. The collision was so severe that the force caused significant injury to our client. Please see photos of the damage to the vehicle driven by our client as a result of the accident, included below as Attachment "[#]."

In the interest of good faith, please allow this correspondence to serve as a demand letter to provide compensation for our client for the accident that occurred on [Date of Accident]. The purpose of this letter is to maximize efforts to resolve this matter to the mutual satisfaction of all parties concerned. This settlement demand is based on the facts and issues of law enumerated below.

I. Liability

Liability in the instant case is clear. “Everyone is responsible, not only for the results of his willful acts, but also for an injury occasioned to another by his want of ordinary care or skill in the management of his property or person, except so far as the latter has willfully, or by want of ordinary care, brought the injury upon himself.” This statute is the foundation of negligence law in California. *Rowland v. Christian* (1968) 69 Cal.2d 108, 111-112.

Rear End (if applicable): As corroborated by all parties and evidence, your insured negligently and unlawfully rear-ended the vehicle driven by our client, in violation of California Vehicle Code Section 22350. At the time of the collision, our client was completely and lawfully stopped in [his/her] vehicle due to traffic in front of [him/her].

As stated in the Traffic Collision Report, included below as Attachment “[#],” “[Quote Traffic Collision Report (if applicable)].”

A collision in which a following motorist collides with the rear end of a vehicle ahead evidences negligence on the part of the following motorist. *Larson v. Solbakken* (1963), 221 CA 2d 473, 34 CR 450, 458. Such a collision indicates a violation of the basic speed law (Vehicle Code Section 22350) following another automobile too closely (Vehicle Code Section 21703), and inattentiveness of the driver. A motorist remains bound to anticipate that he may meet persons or vehicles at any part on the street and he must keep a proper lookout for them, always keeping his automobile under such control enabling him to avoid a collision. *Huetter v. Andrews* (1949), 91 CA 2d 142, 204 P 2 655. Moreover, failure to keep such a lookout or failure to see that which may be readily seen constitutes negligence as a matter of law. *Huetter v. Andrews* (supra).

Because your insured violated California Vehicle Code section 22350, a statute designed to prevent unsafe driving maneuvers and accidents resulting therefrom, your insured is negligent per se. California Evidence Code section 669 provides in pertinent part: (a) the failure of a person to exercise due care is presumed if: (1) he violated a statute, ordinance, or regulation of a public entity; (2) the violation proximately caused death or injury to person or property; (3) the death or injury resulted from an occurrence of the nature which the statute, ordinance or regulation was designed to prevent; and (4) the person suffering the death or the injury to his person or property was one of the class of persons for whose protection the statute, ordinance or regulation was adopted.

Accordingly, your insured acted negligently and in violation of statutory law, in addition to general negligence laws.

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Lane Change (if applicable): As corroborated by all parties and evidence, your insured carelessly, negligently and unlawfully made an extremely dangerous lane change in violation of California Vehicle Code Sections 22107 and 21658 and collided directly into our client’s vehicle.

As stated in the Traffic Collision Report, included below as Attachment “[#],” “[Quote Traffic Collision Report (if applicable)].”

Because your insured violated California Vehicle Code sections 22107 and 21658, statutes designed to prevent unsafe driving maneuvers and accidents resulting therefrom, your insured is negligent per se. California Evidence Code section 669 provides in pertinent part: (a) the failure of a person to exercise due care is presumed if: (1) he violated a statute, ordinance, or regulation of a public entity; (2) the violation proximately caused death or injury to person or property; (3) the death or injury resulted from an occurrence of the nature which the statute, ordinance or regulation was designed to prevent; and (4) the person suffering the death or the injury to his person or property was one of the class of persons for whose protection the statute, ordinance or regulation was adopted.

Accordingly, your insured acted negligently and in violation of statutory law, in addition to general negligence laws.

Intersection (if applicable): As corroborated by all parties and evidence, your insured carelessly, negligently and unlawfully proceeded through an intersection on a red light, in violation of California Vehicle Code Section 22453, and collided directly into our client’s vehicle.

As stated in the Traffic Collision Report, included below as Attachment “[#],” “[Quote Traffic Collision Report (if applicable)].”

Because your insured violated California Vehicle Code section 22453, a statute designed to prevent unsafe driving maneuvers and accidents resulting therefrom, your insured is negligent per se. California Evidence Code section 669 provides in pertinent part: (a) the failure of a person to exercise due care is presumed if: (1) he violated a statute, ordinance, or regulation of a public entity; (2) the violation proximately caused death or injury to person or property; (3) the death or injury resulted from an occurrence of the nature which the statute, ordinance or regulation was designed to prevent; and (4) the person suffering the death or the injury to his person or property was one of the class of persons for whose protection the statute, ordinance or regulation was adopted.

Accordingly, your insured acted negligently and in violation of statutory law, in addition to general negligence laws.

II. Summary of Injuries

A careful review of the materials enclosed in this settlement demand will disclose the injuries sustained by our client to be a consequence of the negligent actions of your insured. As a result of the collision, [Client’s Name] sustained [Insert information about injuries/diagnosis]. Notably, our client has no prior relevant medical history.

Please see medical records for specific diagnosis and treatments, included below as Attachment “[#].”

III. Medical Bills Incurred

As a result of the collision, our client was taken immediately to [First Medical Provider]. Once released, he was then forced to undergo [Type of Treatment] treatment on [#] occasions as a result of this motor vehicle collision. [His/her] treatments included [List types of treatment] with Dr. [Second Doctor’s Name] at [Medical Facility]. Because [Mr./Mrs.] [Client’s Last Name] was still experiencing severe pain caused by this incident, [he/she] sought further treatment with [Third Doctor’s Name] at [Medical Facility]. Finally, because the pain would not subside, [Mr./Mrs.] [Client’s Last Name] eventually was referred to [Fourth Doctor’s Name] for [Type of Treatment].

Our client’s medical expenses total [\$] as follows (*Listed Chronologically*):

Medical Provider	Dates of Treatment	Amount
		\$
		\$
		\$
TOTAL		\$

Please see medical bills for specific treatments and amounts, included below as Attachment “[#].”

Even with the treatment prescribed, it is expected that our client will experience recurrent pain during the remainder of his treatment program and afterwards. There is a high probability that our client’s impairment will predispose [him/her] to further problems, from aggravation brought on by normal activities of daily living or new trauma, which may not have otherwise bothered [him/her] had it not been for this accident. It is likely that our client will experience future episodes of pain and weakness as a result of the residual unresolved injuries caused by this collision. If our client experiences any flare-ups or exacerbation episodes, future medical care will be warranted and required. Because of the injuries suffered from this accident, our client is much more susceptible to experiencing similar, and more severe, injuries in the future. According to our client’s doctors, a conservative estimate of [his/her] future medical expenses is [\$].

IV. Pain and Suffering

The force of the impact caused our client’s body to be forcefully jolted causing [his/her] back and neck to whip [forward/sideways]. [He/she] sustained injuries to [his/her] [insert information about areas of body]. At the time of [his/her] initial examination with [First Medical Provider], our client was continuing to experience mild to moderate, sharp, throbbing pain in [his/her] [insert information about injuries/diagnosis] as a result of being hit by your insured.

Any activity or movement continues to exacerbate [his/her] pain. Our client also has difficulty with prolonged sitting, standing and going about [his/her] daily routine. Our client was a very active and fit individual, who is now limited by [his/her] pain. Consequently, [he/she] has become extremely irritable and depressed. Only rest alleviates his discomfort.

Our client has also suffered mental and emotional distress due to the pain, suffering and hardship that the accident created. Our client’s personal life was adversely affected as well. As a result of the pain and emotional distress experienced all day, our client was usually tired in the evenings. Particularly for the first four months [he/she] experienced difficulty sleeping. It was virtually impossible for [him/her] to find a comfortable position to fall asleep in. Then once asleep, involuntary movements at night caused pain, awakening [him/her]. Getting out of bed in the morning was difficult because during the night [his/her] body would stiffen. This loss of sleep and resulting irritability caused [his/her] to stay at home more often than before the accident, isolated from [his/her] friends. The injury caused a general weakening of the supportive soft tissue structure. Our client continues to experience some pain and discomfort in [his/her] mid-back.

Our client’s doctor believes continued treatment is essential to alleviate the pain from worsening and to relieve the pain caused by the injury. Although our client is now considerably improved, [he/she] will not forget the incident of [Date of Accident]. The pain and suffering associated with it has continued since then and will go on for some time to come.

V. Lost Wages

Our client is a prominent [job title]. [He/she] was forced to miss work as a result of his injuries from this collision. Based on [#] days missed of work and [his/her] [annual/hourly] salary, a very conservative evaluation of our client’s lost wages total [\$].

Please see Wage Loss Verification Form, included below as Attachment “[#]”

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VI. Conclusion

As illustrated throughout this letter, our client has been significantly affected by the events of this incident. Our client's medical expenses are in the sum of [\$]. In addition, our client has suffered damages due to the significant pain and suffering that he experienced. Taking into consideration the liability factors, pain and suffering, due to the nature of the injuries sustained, we value our client's claim in the amount of [\$]. However, to maximize efforts to resolve this matter, settlement in the [\$] range would be fair and reasonable.

We hope you will be mindful of your duties under Insurance Code Section 790.03, particularly with regard to those provisions requiring prompt and fair settlement when liability is reasonably clear.

If these demands are denied, or you offer compromise settlements, we request, pursuant to California Insurance Code Section 790.03(h)(13), that you provide us with prompt and reasonable explanations of the bases relied on in relation to the facts or applicable law in making such denials or offers of compromise.

To assist in your evaluation of this matter, we have enclosed copies of all medical reports and medical bills, and all other material appropriate to this case.

To summarize, this office requests settlement of our client's claim in the amount of [\$] in exchange for a full release. We thank you in advance for your anticipated cooperation.

Very truly yours,
SELARZ LAW CORP.

Daniel E. Selarz, Esq.