

Date: \_\_\_\_\_

Via First Class Mail  
\_\_\_\_\_ Insurance Company

Re: **Our Client** : **XXXX**  
**Insured** : **UUU**  
**Claim Number** :  
**Date of Loss** : **July 31, YYYY**

**SETTLEMENT DEMAND**

Dear \_\_\_\_\_:

As you know, I represent **XXXX** in regard to injuries and other damages sustained by her as a result of the above referenced **July 31, YYYY** physical assault incident caused by **your insured, \_\_\_\_\_**. The purpose of this letter is to serve as our demand under the liability portion of your insured's policy with \_\_\_\_\_ Insurance Company.

I have attached for your review the medical and billing records that **XXXX** incurred as a result of your insured, as well as a detailed medical summary of their medical injuries and required medical treatment. You should now have all necessary documentation for you to fully evaluate this matter and the damages stemming from this assault incident.

**CLEAR LIABILITY**

Liability in this matter is clear and absolute. On July 31, YYYY, XXXX was physically assaulted in a gym by a woman. Ms. XXXX was accused of holding a gun by the women, who then started wrestling and pushing her in to lockers.

**SUMMARY OF PHYSICAL INJURIES**

As a result of the physical assault, Ms. XXXX, who was 52-year-old sustained the following injuries:

- ***Multiple contusions***

- *Muscle spasms of neck*
- *Sprain of left shoulder joint*
- *Sprain of right shoulder joint*

### TREATMENT OF INJURIES

On the next morning, Ms. XXXX woke up with increased pain and was markedly worse. She began to experience immense pain in her shoulder and neck following the physical assault that happened in a gym on the previous day by a woman. Consequently, on August 1, YYYY, she presented to Graig CCCC, M.D., of AAA Healthcare (*Exhibit-A*) for an initial evaluation and management of the aforementioned symptoms. Subsequently, Dr. CCCC performed a comprehensive physical evaluation upon our client that revealed limited range of motion of neck, soreness about the left trapezius with muscle spasm, diffuse soreness in both shoulders and left middle finger. Following physical evaluation, Dr. CCCC diagnosed Ms. XXXX as having sustained an acute sprain/contusion of both shoulders, cervical strain, multiple contusions, and muscle spasms of neck. Dr. CCCC placed her on Flexeril and Ibuprofen to alleviate her symptoms at home. In addition, they instructed her to apply ice and use anti-inflammatories to help with her symptoms. Also, they recommended Ms. XXXX to obtain an MRI of right shoulder and follow up with orthopedics if her symptoms worsened. Ms. XXXX verbalized understanding and agreed with the plan of care.

### MEDICAL EXPENSES

The medical expenses (*Exhibit-B*) for treatment of injuries that Ms. XXXX suffered because of the aforesaid physical assault amounted to **\$14,584.90**. Copies of the medical bills are attached and itemized below:

AAA Healthcare	:	<b>\$360.50</b>
ABC Health	:	<b><u>\$14,224.40</u></b>
<b>Total Medical Expenses</b>	<b>:</b>	<b>\$14,584.90</b>

### FUTURE MEDICAL EXPENSES

Ms. XXXX continues to suffer from pain and stiffness discomfort in her left neck, left trapezius, shoulders, and left middle finger because of the physical assault. She may require orthopedic consultations and MRI of right shoulder as recommended by Dr. CCCC. Pain management consultations and medications may be needed to control her pain. The estimate of her

medical expenses in the future (per year) is as follows:

<b>Orthopedic consultations</b>	<b>:</b>	<b>\$1,000.00-\$1,500.00</b>
<b>MRI of right shoulder</b>	<b>:</b>	<b>\$2,000.00-\$2,500.00</b>
<b>Pain management consultations</b>	<b>:</b>	<b><u>\$1,000.00-\$1,500.00</u></b>
<b>Total Annual Future Medical Expenses</b>	<b>:</b>	<b>\$4,000.00-\$5,500.00</b>

### **LIFESTYLE IMPACT**

Ms. XXXX was in good health prior to this physical assault. Unfortunately, she continues to suffer from intolerable pain and stiffness discomfort in her neck and shoulders despite taking pain medications. Following the assault, she continues to have difficulty performing the activities of her daily routine due to excruciating pain. Her impairments impede upon her ability to safely execute her familial and occupational roles.

Ms. XXXX believes that someone has damaged her body and there is no cure. She has a great concern for her wellbeing and health which is increasing everyday as she has not returned to pre-injury status.

It is significant to note that your insured was the direct cause of above-described injuries to our client. Ms. XXXX's injuries have definitely affected her and have brought about a lot of undesirable physical sufferings, emotional distress, and financial burden for which she must be rightfully compensated. As a result of such severe injuries, our client demands \$ \_\_\_\_\_ to resolve the claim.

### **TOTAL DAMAGES**

<b>Medical expenses</b>	<b>:</b>	<b>\$14,584.90</b>
<b>Future medical expenses</b>	<b>:</b>	<b>\$4,000.00-\$5,500.00</b>
<b>Future loss of income</b>	<b>:</b>	<b>Unknown at this time</b>
<b>Lifestyle impact/loss of activities</b>	<b>:</b>	<b>\$</b>

### **Stowers Demand**

Obviously, XXXX has been through a lot at no fault of her own. In exchange for the total available liability limits amount of the applicable \_\_\_\_\_ insurance policy providing coverage for this

incident, or \$ \_\_\_\_\_, whichever amount is less, XXXX agrees to fully release any and all claims against **your insured,** \_\_\_\_\_

Our offers of settlement include a full release from liability to the extent necessary, but not limited to, the satisfaction of and release of \_\_\_\_\_ from any and all outstanding bills and/or liens resulting from this incident. Any such bills or liens, if any, may be paid directly from the settlement proceeds during distribution of the settlement funds, and the remaining balance can be made payable to each of our clients respectfully, and our law firm.

Beyond the traditional *Stowers* issues expressed above, **your insured,** \_\_\_\_\_ should be made aware of the duties owed to them under the Texas Insurance Code. As the Texas Supreme Court has stated, liability may be imposed under Chapter 541 of the **Texas Insurance** Code (formerly Article 21.21) when the insured shows that (1) the policy covers the claim, (2) the insured's liability is reasonably clear, (3) the claimant has made a proper settlement demand within policy limits, and (4) the demand's terms are such that an ordinarily prudent insurer would accept it.

Liability is at least reasonably clear, if not certainly clear. Coverage exists and this settlement demand is a proper demand within the policy limits. Finally, given the fact that this claim involves a substantial loss, the demand expressed in this letter would be such that an ordinarily prudent insurer would accept it.

Accordingly, **Your insured,** \_\_\_\_\_ should be made aware that if this demand is not accepted and paid in full timely, **Your insured,** \_\_\_\_\_ could be entitled to recover court costs, attorney fees,

actual damages, and potential treble damages pursuant to Section 17.46 of the **Texas Deceptive Trade Practices Act**, which is a “tie-in statute” to Chapter 541 of the **Texas Insurance Code**. **Your insured, \_\_\_\_\_** could also be entitled to recover damages pursuant to Chapter 542 of the Texas Insurance Code, which consists of interest in the amount of eighteen (18) percent per annum, prejudgment interest, and reasonable attorney fees.

#### **VI. Time Demand Limitation**

This Demand will automatically expire at 5:00 p.m. (C.D.S.T.) on **MM/DD/YYYY**, at which time the demand will automatically expire.

Thank you for your attention and I look forward to hearing from you on this matter.

**Very truly yours,**

**Enclosure**

#### **EXHIBITS**

**Exhibit A** : **AAA Healthcare**

**Exhibit B** : **Medical Expenses**