April 13, 2023 **PLEASE BE ADVISED THAT THIS LETTER CONTAINS A TIME SENSITIVE SETTLEMENT OFFER. ALL SECTIONS OF THIS PACKAGE ARE SUBMITTED FOR THE PURPOSE OF SETTLEMENT ONLY. PLEASE GIVE THIS LETTER YOUR IMMEDIATE ATTENTION.**

**CERTIFIED MAIL-RETURN RECEIPT**



11785192

Casey Beach

Progressive Insurance

800 Progressive Way
  
Suite 150  
Marietta, GA 30096

RE: Our Client: Donhav Noname

Your Insured:

Date of Loss: April 25, 2021

Claim #: 21-000001556

Dear Ms. Beach:

As you are aware, our firm has been retained to represent Donhav Noname in his negligence claim against your insured. After careful consideration, it is our belief that this claim has reached a point where settlement can and should be considered, thereby avoiding the undue costs associated with litigation. This claim can and should resolve at this time.

**DATE OF INCIDENT:**

April 25, 2021

**AGE/SEX:**

30 years old / Male

**CAUSE OF INJURY:**

EEvetovics:04/24/2021:
  
  
Details: PC was a passenger in this AA.
  
  
They where at a red stop sign and the OP didn't stop and hit them on the passenger side .
  
  
Police Report: OP was at fault but no crash report # available.
  
  
Preexisting Conditions: None
  
  
Injuries:
  
Head aches
  
Scratch from air bags
  
neck pain
  
Back pain
  
  
Treatments:
  
Walk in clinic
  
X-rays
  
referral for PT
  
Pain medication

**LIABILITY:** CLEAR.

It is our position that liability is clear and that the only issue to be negotiated in this case is the value of the bodily injury claim.

**NATURE OF INJURY:**

|  |  |
| --- | --- |
| Fracture/Broken Bones | Arm/Hand – L |

|  |  |
| --- | --- |
| Soft Tissue Injury | Back – Middle |

|  |  |
| --- | --- |
| Concussion | Head |

|  |  |
| --- | --- |
| Soft Tissue Injury | Knee - Right |

|  |  |
| --- | --- |
| Other | Right Buttock |

**ECONOMIC DAMAGES:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Provider | Type | Service Start | Service End | Amount |
| Countyline Chiropractic - Miami Gardens | Medical Bill | 2021-07-29 | 2021-12-31 | $16,000.00 |
| Accu-Med Diagnostic Centers | Medical Bill | 2021-08-19 |  | $3,600.00 |
| Donhav Noname | Wage Loss | 2022-07-01 | 2022-09-01 | $5,000.00 |
| Total: $24,600.00 |

**LIFE EXPECTANCY:** 47.83 years

**FUTURE MEDICAL TREATMENT:**

Given the nature of his injuries and the amount of pain that he continues to suffer, it is medically certain that Donhav Noname will require additional medical treatment in the future to mitigate his injuries. Coastal Healthcare Partners opined within a **reasonable degree of medical probability and/or certainty** that Donhav Noname’s injuries are directly related to the crash of April 25, 2021. at opined within **reasonable degree of medical probability and/or certainty** that Donhav Noname will require future medical treatment to mitigate the injuries that Donhav Noname sustained in this crash. **The estimated cost of Donhav Noname’s future medical treatment is approximately $55,000.000.00**. See enclosed **surgical estimates/final narrative/medical cost projection** authorized by Coastal Healthcare Partners for your review.

**NON-ECONOMIC DAMAGES:**

Donhav Noname’s life was abruptly interrupted by the negligence of your insured when he had to seek medical treatment to mitigate the injuries he sustained in this crash. Donhav Noname has had to undergo Hospital, Injection, Chiropractic, Diagnostic Imaging - MRI, Orthopaedic and Other. Donhav Noname has consistently suffered and experienced pain caused by the injuries he sustained in the crash. Coastal Healthcare Partners at opined within a **reasonable degree of medical probability and/or certainty** that Donhav Noname sustained permanent injuries as a direct result of this crash. Therefore, Donhav Noname is pursuing both economic and non-economic damages.

In the event this claim does not resolve in accordance with the terms and conditions of this demand, Plaintiff will present a customary per diem argument to the jury for non-economic damages.

A fair and reasonable amount to compensate Donhav Noname for his pain, suffering, mental anguish, and inconvenience since April 25, 2021 is $20.00 per hour for *every waking hour* he has spent suffering with pain caused by the injuries he sustained in this crash. (Generally 16 waking hours per day).

**PAST PAIN & SUFFERING:** 718 days since crash x $20.00/hour x 18 hours per day = $258,480.00

Donhav Noname continues to suffer and will continue to suffer from the injuries he sustained in this crash for the rest of his life. Our client will live for 47.83 years into the future. A fair and reasonable amount to compensate Donhav Noname for his future pain and suffering is $20.00 per waking hours for the remainder of his life.

**FUTURE PAIN & SUFFERING:** Life Expectancy is 47.83 years x 365 days/year x 18 hours/day x $20.00/hr = $6,284,862.00

**OFFER TO SETTLE:** **$10,000.00 POLICY LIMITS**

It is my understanding that your insured carried $10,000.00 in underlying liability limits. This has been confirmed by your company’s coverage disclosure. On the basis of the foregoing damages, it is our opinion that a reasonable settlement value for Donhav Noname claim for bodily injuries, impairments, economic damages, and non-economic damages is well in excess of the disclosed policy limits.

This claim could and should be settled for $10,000.00. **This offer of settlement will remain open until Friday, April 28, 2023.** By tendering the available policy limits at this time, we can spare all parties additional legal fees, costs, and delay. Please advise your insured of this pending time sensitive settlement offer.

**Please be advised that this settlement offer is conditioned upon:**

* **Settlement draft made payable to the Morgan & Morgan, P.A. Trust Account f/b/o Donhav Noname, Tax ID 80-0047276, sent to my direct attention and received in our office, located at 703 Waterford Way, Ste. 1000, Miami, FL 33126, and in my possession, no later than** **Friday, April 28, 2023 by 5pm Eastern Standard time.**
* **Written permission from Mr. Donhav Noname's uninsured/underinsured motorist carrier to accept your insured(s) policy limits and an agreement between our office and your company regarding the language of the final release.**

**While not a condition to settle this claim, we are requesting the following in order to formally release your insured by release or otherwise:**

* **An affidavit of no other liability coverage executed by your negligent insured.**
* **An affidavit stating your negligent insured was not in the course & scope of their employment/agency must be executed and in my possession.**
* **An assets affidavit executed by your negligent insured and in my possession.**

**In the event Cynthia Fake requires a release as a condition of settlement, then please be advised that my client will sign a mutual and general release should all other conditions be timely met.**

Enclosed please find all medical records and medical bills in our possession, which document the claim of Donhav Noname to assist you in your evaluation. Please review the enclosed information and contact my Case Manager, Preston Blair at (901) 333-1823 or pblair@forthepeople.com to discuss settlement prior to our initiation of litigation. My direct contact is (502) 912-5954 should you have any questions or require any other information to fairly evaluate this claim. We look forward to hearing from you soon in this regard.

Sincerely,

Kelly Jones

KJ/pb

Enclosures

**INSURED/POLICY HOLDER AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, (*Name of Driver****)*,** who, after being duly sworn, deposes and says:

While not admitting being involved in any incident on April 25, 2021*,* on that date, I was driving a vehicle owned by *(vehicle owner name)* insured with (*name of insurer*), under (*policy number*). Further, I do not have any umbrella coverage or any other liability coverage available for any incident involving this vehicle on this date of incident. Additionally, I was not in the course and scope of my employment at the time of this incident.

FURTHER, AFFIANT SAYETH NOT.

*(NAME OF DRIVER)*

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or \_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_ Personally Known or \_\_\_ Produced Identification

Type of Identification Produced\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC - State of Florida

My Commission Expires:

**INSURED/POLICY HOLDER AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared, (*NAME OF OWNER*)**,** who, after being duly sworn, deposes and says:

While not admitting being involved in any incident on April 25, 2021, on that date, I owned a *(vehicle description)* insured with (*name of insurer*) , under policy number . Further, I do not have any umbrella coverage or any other liability coverage available for any incident involving this vehicle on this date of incident.

FURTHER, AFFIANT SAYETH NOT.

*(NAME OF OWNER)*

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or \_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_ Personally Known or \_\_\_ Produced Identification

Type of Identification Produced\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC - State of Florida

My Commission Expires: