__[Date]__

__[Name and address of attorney or unrepresented party]__

Re: __[Case name]__

Dear __[name of, e.g., attorney for defendant]__:

This will confirm your recent telephone conversation with my associate in which you stated that the total insurance coverage applicable to this case amounts to only $100,000.

On the basis of this statement, we have conferred with our clients and have obtained their authority to accept the sum of $100,000 in full settlement of their claim against your insureds for the wrongful death of our clients' son, Jeff Smith. This offer is conditioned, however, on your (1) providing this office with proof of the limits of the applicable insurance policy or policies and (2) payment of the policy limits within 15 days from the date of this letter.

As you know, this is an open-and-shut case of liability against your insureds. Joe Jones negligently and recklessly drove his vehicle over the center line of Highway 1 in Marin County, colliding head-on with the automobile driven by Jeff Smith. Joe Jones was cited by the California Highway Patrol for violation of Vehicle Code section 21460(a) and was charged with vehicular manslaughter in the death of Jeff Smith.

It is also obvious that this case is worth well over the stated policy limits of $100,000. At the time of his death, Jeff Smith was a healthy, 25-year-old serviceman stationed at Fort Honor, enjoyed an extremely close and loving relationship with his parents, and remained in constant contact with them while he was in the army.

The tragic nature of this case is compounded by the fact that the Smiths lost another son in an accident shortly before Jeff's death and by the fact that Jeff's father, Jim, suffered a massive heart attack immediately after learning of Jeff's death. Jim is now permanently disabled and totally dependent on his surviving children for support. Given the close bond between Jeff and his father, there is no question that Jeff would have contributed substantially to his father's support for the balance of his life. Both parents have now been deprived of the support as well as the love, care, comfort, affection, society, and protection that Jeff would have provided them had he survived.

The jury verdict potential in this case is further evident from a review of recent California verdicts involving the wrongful death of a child. As a matter of fact, our office recently obtained a jury verdict of $800,000 in the case of Doe v Roe (Fresno County Superior Court) for the wrongful death of a four-year-old child. Certainly the death of a 25-year-old son would yield a verdict far above that figure, particularly in view of the factors discussed above.

As previously mentioned, this offer to settle within the applicable

policy limits will remain open for 15 days from the date of this letter. If it has not been accepted by that time, this demand will be withdrawn, and we will proceed to trial.

If you do not fully comply with this demand, we will have to conclude that the insurance company is acting in bad faith and proceed accordingly. After we receive a jury verdict over $100,000, we will seek an assignment from the insureds and proceed against the carrier for its bad faith and outrageous conduct in the negotiations pertaining to this case. I need not remind you of the numerous decisions in which an insurance company has been held liable for the full amount of the jury verdict when the company chose to subject its insureds to personal liability instead of settling the case for the limits of the insurance policy. See, e.g., Johansen v California State Auto. Ins. Inter-Ins. Bureau (1975) 15 C3d 9; Gruenberg v Aetna Ins. Co. (1973) 9 C3d 666; Richardson v Employers Liab. & Ins. Co. (1972) 25 CA3d 333; Fletcher v Western Nat'l Life Ins. Co. (1970) 10 CA3d 376; and Crisci v Security Ins. Co. (1967) 66 C2d 425.

Please feel free to call this office if you have any questions or need any additional information on this matter.

Thank you for your cooperation.

Very truly yours,

__[Signature of, e.g., attorney for plaintiff]__
__[Typed name]__