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RE: FORMAL DEMAND

Claim No.:
Date of Collision:
Our client(s):

To

This office represents _____ in a claim for injuries received by him in a collision with your insured on or about _____. We have now concluded our investigation in connection with this case. Given your negligent insured’s clear liability for this collision, my client and I are confident of prevailing in his claim should this dispute escalate into a lawsuit. However, we present this settlement proposal to you with the expectation that we may resolve this matter without the necessity of legal action.

Please be advised that The Hadi Law Firm set the standard on Stowers Case Law on Thursday, November 12, 2020. This is the only Trial of its kind. See the Jury Charge, Cause Number 19-12-16591, Montgomery County, verdict for \$736,526.88 on a \$30,000.00 GEICO policy with a \$124,155.00 underlying Excess Judgment. An insurer is negligent if it fails to exercise the degree of care and diligence of an ordinarily prudent person in response to a settlement offer, considering the likelihood and degree of the insured’s potential exposure to an excess judgment. See Am. Physicians Ins. Exch. V. Garcia, 876 S.W. 2d 842, (Tex. 1994).

FACTS

As a result of this collision, my client sustained serious personal injuries for which he had to seek the care of medical professionals and will have permanent disfigurement and impairments.

Immediately following the collision, Mr. Soliz was transported to University Hospital by San Antonio Fire Department for an initial evaluation and treatment of his injuries where he complained of left knee pains and left tibial plateau fracture. Here, a series of diagnostic tests were conducted such as X-ray of left knee, tibia fibula, femur, chest, CT scan of left knee and medication for pain relief was prescribed. On **April 24, 2024**, he then proceeded for left tibial plateau open reduction internal fixation surgery.

When his pain failed to subside, Mr. Soliz presented to Pro-Care Medical Center on **May 17, 2024**, where he complained of left knee, left leg, left elbow, left ankle, left buttock and right middle finger pains. He also reported experiencing aggravated pain with activities of daily living such as working, sleeping, walking and standing. Here, he was placed on a course of treatment that included ice/heat packs, electrical muscle stimulation, low level laser therapy, traction and therapeutic exercises, among various other modalities. He also received an Intermediate Joint Injection to help alleviate his pain. He had psychotherapy sessions by telephone.

On **June 25, 2024**, Mr. Soliz presented to Pro-Care Medical Center for left ankle and left knee MRI's that were performed to further diagnose his lower extremity pains.

The MRI results are as follows:

- **Left Knee MRI:**
 - Bulky anterior cruciate ligament with intraligamentous and periligamentous hyperintense signal, likely representing changes of grade 2 sprain.
 - Orthopedic implant with metallic artifact in the proximal tibia.
 - Mild diffuse subcortical patchy marrow edema is seen in the patella-femoral and femorotibial compartments, differentials include disuse changes.

- **Left Ankle MRI:**
 - Sprain of ATFL and calcaneofibular ligaments.
 - Sprain of anterior and posterior tibiofibular ligaments.
 - Moderate diffuse subcutaneous edema.

On **September 05, 2024**, Mr. Soliz presented to Pro-Care Medical Center for lumbar spine MRI that were performed to further diagnose his lower extremity pains.

- **Lumbar Spine MRI:**
 - Shallow posterior disc bulge at L1-2 mildly indenting the thecal sac and causing mild foraminal stenosis
 - Shallow posterior disc bulge at L2-3 effacing the thecal sac causing mild central canal stenosis and mild to moderate foraminal stenosis.
 - Diffuse disc bulge with **2.8 mm** broad based central and right posterolateral herniation and an acute annular tear at L3-4 effacing the ventral thecal sac and right lateral recess causing mild central canal stenosis and moderate foraminal stenosis.
 - Diffuse disc bulge with **2.2 mm** broad based posterior central herniation at L4-5 indenting the ventral thecal sac causing mild central canal stenosis and moderate foraminal stenosis.
 - Diffuse disc bulge with **2 mm** broad based posterior central herniation at L5-S1 indenting the ventral thecal sac causing mild central canal stenosis and mild to moderate foraminal stenosis.

Mr. Richard Soliz has suffered greatly and still does suffer from the injuries sustained as a result of your negligent insured. In evaluating this claim, we have taken into consideration the medical costs that have been incurred by our client, the treatment he received for his injuries, his age and reasonable life expectancy, as well as the additional elements of past and future physical pain, physical impairment, physical disfigurement, mental anguish, future medical expenses and nuisance damages sustained as the result of this collision caused by the negligence of your insured.

ATTACHED EXHIBITS

For your review I am enclosing the following records:

DAMAGES

A.) Actual Damages

B.) Compensatory Damages

Total:

Total Damages:

OFFER OF SETTLEMENT

I have reviewed all the information presently available in order to evaluate this case for settlement purposes, and based upon the review of the liability and damage aspects of this case, I am offering to settle this matter, at this time, for the total amount of all applicable **POLICY LIMITS for Mr. Richard Soliz. This includes and excess coverages, or insurance policies that have not been disclosed at this time.**

It is clear that the damages and injuries sustained by my client are the result of the collision, which occurred on or about _____ and the sole cause of said collision was the negligence of your insured. This collision, and the damages and injuries sustained by my client, are clearly covered under the above referenced policy. Due to the seriousness of my client's physical damages, as well as the special damages, which he has incurred, in my opinion, a jury would render a verdict well in excess of the amount demanded above.

STOWERS:

The following cases require that you enter into good faith negotiation on behalf of the Defendant and to accept a reasonable settlement demand within your policy limits in order to protect the Defendant from any exposure in excess of these policy limits. See *G. & A. Stowers Furniture Company v. American Indemnity Company*, 15 S.W.2d 544 (Tex. Comm'n. App. 1929); *Ranger County Mutual Insurance Company v. Guin*, 723 S.W.2d 656 (Tex. 1987).

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If there exists any third-party who is entitled to receive any portion of the recovery of our

client's claim, whether a health care provider, insurer, or other third-party obligee, whether by lien agreement or operation of law, our client hereby agrees to satisfy such claim and hold the insured(s) and their insurer(s) harmless and indemnify them for any such claims. The release offered in this case is against all individuals that may be liable, or responsible for any sort of damage that could have or has arisen from this incident. The release is also for all, known unknown, beneficiaries to the policy applicable for this incident. If there is any reason this Stowers demand is not valid in your opinion, please let us know. If there exists any residual coverages, then we ask that you let us know immediately, such as any umbrella or excess coverages that may apply to this incident.

In accordance with Trinity Universal Ins. Co. v. Bleeker, 41 Tex.Sup.Ct. 670 (1998), this demand/offer to settle is an offer for a full and final settlement and release. In the event that there are any potential hospital liens, in order to protect you and your insured(s), we agree that if you will accept the terms of this demand in writing, we will negotiate a settlement out of the lien and provide you with written confirmation so that you may pay this lien directly out of the policy limit proceeds.

We hereby make demand upon you for *tender of all applicable POLICY LIMITS* before the expiration of _____ from the date of this demand. In exchange, we propose to fully release your insured and anyone else that may be liable. In the event this demand is not met by the expiration date, this offer of settlement is automatically revoked and we will proceed with all necessary steps to best protect our clients' interest.

Please contact your insured immediately to advise them of our offer to settle. Once you have spoken with your insured, I request that you contact me as soon as possible to discuss settlement of this matter. I look forward to hearing from you very soon. Should you have any further questions or require anything else to assist you in your evaluation of this claim, please do not hesitate to contact me.

Respectfully,

THE HADI LAW FIRM, PLLC



Husein Hadi
Board Certified in Personal Injury Law
Attorney

HH/ps
Enclosures