December 30, 2024

***Sent Via Email to: VIA\_TYPE\_CINS***

CINS

Attn: CLAIM\_RESPONSIBLE\_RECEIVER

Claims Department

**Re: TIME SENSITIVE GLOBAL UNINSURED POLICY LIMIT SETTLEMENT DEMAND OFFER; EXPIRES AT 5:00 P.M. SETTLEMENT\_EXP\_DATE**

**OUR CLIENT : CLIENT\_NAME\_ALL\_CAP**

**YOUR INSURED : CLIENT\_NAME\_ALL\_CAP**

**YOUR CLAIM NO. : CLAIM\_NUMBER**

**YOUR POLICY NO. : POLICY\_NUMBER**

**DATE OF LOSS : DATE\_OF\_LOSS**

Dear CLAIM\_RESPONSIBLE\_RECEIVER & CINS Decision Makers:

Kindly consider this correspondence as our client, CLIENT\_NAME\_EACH\_CAP’s bodily injury demand for uninsured motorist (“UM”) benefits for a motor vehicle collision that occurred on DATE\_OF\_LOSS\_FORMATTED. We forward this information in an attempt to settle the matter without need for arbitration. Accordingly, the information furnished is protected from disclosure pursuant to *California Evidence* Code §§ 1152, 1154, as well as any other applicable privileges. Enclosed please find attachments containing medical reports, medical billing and photographs which reflect the injuries and damages MR\_MRS\_CLIENT\_LAST\_NAME sustained. These documents are submitted as follow:

**MEDICAL PROVIDER: AMOUNT:**

**Total Current Medical Specials $9,063.36 (*Approx*.)[[1]](#footnote-1)**

**Diagnosis**

**Procedures**

**Future Care**

If MR\_MRS\_CLIENT\_LAST\_NAME should suffer further flare-ups of these residuals injuries with no new injury, MR\_MRS\_CLIENT\_LAST\_NAME will require to have the availability of further medical care immediately available to him. If MR\_MRS\_CLIENT\_LAST\_NAME’s physicians are unable to control MR\_MRS\_CLIENT\_LAST\_NAME’s elevated pain levels with chiropractic care, then more aggressive allopathic care should be afforded to HER\_HIS\_CLIENT.

Ultimately, MR\_MRS\_CLIENT\_LAST\_NAME will most likely require a series of epidural steroid injections. These injections are usually performed at a surgical center facility in a series of three and can cost between $10,000.00 and $17,000.00 each per injection. This fee typically includes the surgeon, medication, anesthesiology, outpatient surgical center fees, fluoroscopic guidance etc.

**Liability**

Liability on this matter is clear. An uninsured motorist, INSURED\_NAME\_EACH\_CAP, is the sole cause of the DATE\_OF\_LOSS\_FORMATTED collision in that they violated California Vehicle Code 22350 by driving at a speed greater than reasonable or prudent and collided with my client’s vehicle. The collision of the vehicles caused by the uninsured motorist resulted in injuries and damages to my client, CLIENT\_NAME\_EACH\_CAP.

**Nevertheless, should this matter proceed to litigation and trial, based on the foregoing, including the testimony from expert witnesses, a reasonable estimate of MR\_MRS\_CLIENT\_NAME\_EACH\_CAP’s provable economic and non-economic damages at trial is as follows:**

**Past Medical Expenses : $9,063.36 (*Approx.*)[[2]](#footnote-2)**

**Future Medical Expenses : $150,000.00**

**Past Pain & Suffering/Emotional Distress : $250,000.00**

**Future Pain & Suffering/Emotional Distress : $250,000.00**

**TOTAL : $659,063.36**

**SETTLEMENT DEMAND OFFER FOR THE TENDER OF THE POLICY LIMITS**

**MAINTAINED BY YOUR INSURED FOR THIS ACCIDENT.**

The general and special damages suffered by MR\_MRS\_CLIENT\_LAST\_NAME, as detailed above, are substantially in excess of the LIMIT\_COVERAGE\_CINS individual Underinsured Motorist policy limits maintained by your insured, and we believe that if this case goes to binding Underinsured Motorist Arbitration, our client will undoubtedly recover, at a minimum, LIMIT\_COVERAGE\_CINS, far more than your insured’s maintained policy limits as a result of this significant and severe accident.

As a result of Defendants’ negligent conduct in causing this accident, my client has sustained severe, permanent, and life altering injuries. My client will never be able to engage in strenuous physical activities which involve HER\_HIS\_CLIENT to use his neck, back and body again, and can expect to experience considerable pain and discomfort for many years to come. Further, an accident of this type will also accelerate the degenerative process that would have occurred naturally in such an adult over many more years. The cervical, lumbar, neck and back joints, discs and nerves will degenerate much faster chronologically than would have occurred naturally without this accident.

It is well known that the above referenced injuries heal slowly, poorly, and many times incompletely, resulting in the formation of scar tissue and degenerative arthritis. In light of my client’s clinical findings and the aforementioned factors that may well influence the degenerative process in throughout his body, it places his at a high level for exacerbation of symptoms.

Nevertheless, as stated at the outset, I am therefore taking this opportunity to present my client’s settlement demand herein in a good faith effort to settle MR\_MRS\_CLIENT\_LAST\_NAME’s claims without having compounded more expenses. There is little doubt that the designated arbitrator would appreciate the consternation and frustration associated with the facts of this sudden and shocking incident and the difficulties my client and your insured has experienced as a result of his injuries.

Our client’s damages have been sizable, rendering said amount palatable for all opinion that our client’s personal injury damages represent a conservative, fair, and equitable evaluation. However, it is our client’s desire to avoid the cost and time consuming nature of arbitration and to resolve our client’s claim prior to moving forward with binding Arbitration. We therefore ask for your help in reaching a quick and amicable settlement for thepolicy limits maintained by our client and your insured regarding the subject accident settlement.

Again, as previously explained, my client carries a LIMIT\_COVERAGE\_CINS individual Underinsured Motorist Bodily Injury policy coverage limit with CINS. As such, CINS has a contractual obligation to my client pursuant to his Underinsured Motorist provision of MR\_MRS\_CLIENT\_LAST\_NAME’s policy to tender the full amount of said policy in order to make my client whole.

**THEREFORE, MY CLIENT AND YOUR INSURED, MR\_OR\_MRS\_INSURED\_NAME\_ALL\_CAP, HEREBY RESPECTFULLY DEMANDS THE FULL AND COMPLETE LIMIT\_COVERAGE\_CINS INDIVIDUAL UNDERINSURED MOTORIST POLICY LIMIT TENDERED UNDER THE UNDERINSURED MOTORIST PROVISION OF MR\_OR\_MRS\_INSURED\_NAME\_ALL\_CAP’S INSURANCE\_NAME\_CAP\_CINS POLICY, AS FULL AND FINAL GLOBAL RESOLUTION OF MR\_OR\_MRS\_INSURED\_NAME\_ALL\_CAP’S RESPECTIVE CLAIMS IN THIS MATTER.**

**THE ACCEPTANCE TO MY CLIENT’S AFOREMENTIONED SETTLEMENT OFFER MUST BE COMMUNICATED IN WRITING, VIA FACSIMILE, TO: (424) 429-2432 or VIA EMAIL TO: LILLIAN@SEDLAWGROUP.COM.**

**MY CLIENT’S AFOREMENTIONED FINAL SETTLEMENT OFFER DEMANDED HEREIN SHALL REMAIN OPEN FOR ACCEPTANCE, IN WRITING, UP TO AND INCLUDING 5:00 P.M. ON SETTLEMENT\_EXP\_DATE, AT WHICH TIME MY CLIENT’S AFOREMENTIONED SETTLEMENT OFFER WILL FOREVER BE WITHDRAWN.**

**IN THAT EVENT, SHOULD INSURANCE\_NAME\_CAP\_CINS FAIL TO ACCEPT MY CLIENT’S AFOREMENTIONED SETTLEMENT OFFER BY NO LATER THAN 5:00 P.M. ON SETTLEMENT\_EXP\_DATE, MR\_OR\_MRS\_INSURED\_NAME\_ALL\_CAP HEREBY DEMANDS BINDING UNDERINSURED MOTORIST ARBITRATION PURSUANT TO THE POLICY PROVISIONS WITH INSURANCE\_NAME\_CAP\_CINS.**

**ATTACHED HEREIN AS EXHIBIT “8”, PLEASE FIND A COPY OF MR\_OR\_MRS\_INSURED\_NAME\_ALL\_CAP’S “FORMAL DEMAND FOR UNDERINSURED MOTORIST ARBITRATION” PURSUANT TO THE PROVISIONS OF MR\_OR\_MRS\_INSURED\_NAME\_ALL\_CAP’S AUTOMOBILE POLICY WHICH OUR CLIENT MAINTAINED WITH YOUR COMPANY AT THE TIME OF THE ABOVE REFERENCED LOSS, POST-DATED FOR DATE\_OF\_LOSS, IN THE EVENT INSURANCE\_NAME\_CAP\_CINS FAILS TO ACCEPT MY CLIENT’S AFOREMENTIONED SETTLEMENT OFFER BY 5:00 P.M. ON SETTLEMENT\_EXP\_DATE.**

**ADDITIONALLY, PLEASE BE ADVISED THAT AT THE CONCLUSION OF ANY ARBITRATION, MR\_MRS\_CLIENT\_LAST\_NAME WILL NOT EXECUTE ANY RELEASE OF ALL CLAIMS.**

As you evaluate this claim, please remember that CINS owes a non-delegable duty to act in good faith towards its own insured. It must be remembered:

“Insurance contracts are unique in nature and purpose. [citation omitted] An insured does not enter an insurance contract seeking profit, but instead seeks security and peace of mind through protection against calamity. [citation omitted] The bargained-for peace of mind comes from the assurance that the insured will receive prompt payment of money in times of need. [citation omitted] Because peace of mind and security are the principal benefits for the insured, courts have imposed special obligations, consonant with these special purposes, seeking to encourage insurers promptly to process and pay claims.”

Love v. Fire Insurance Exchange (1990) 221 Cal.App.3d 1136, 1148.

Given the special relationship which exists between an insurer and its insured, the Supreme Court recognized over 30 years ago that the availability of punitive damages serves an important role in encouraging insurance carriers to treat their insureds in good faith:

“The insurer’s obligations are…rooted in their status as public purveyors of a vital service labeled quasi-public in nature. Suppliers of services affected with a public interest must take the public’s interest seriously, ***necessarily placing it before their interest in maximizing gains and limiting disbursements.***

As a supplier of a public service rather than a manufactured product, the obligations of an insurer go beyond meeting reasonable expectations of coverage. ***The obligations of good faith and fair dealing encompass qualities of decency and humanity inherent in the responsibilities of a fiduciary. Insurers hold themselves out as fiduciaries, and with the public’s trust must go private responsibility consonant with that trust.***

\* \* \*

Further, the relationship of insurer and insured is inherently unbalanced; the adhesive nature of insurance contracts places the insurer in a superior bargaining position and ***the availability of punitive damages is thus compatible with the recognition of an insurer’s underlying public obligations and reflects an attempt to restore balance in the contractual relationship.***” Egan v. Mutual of Omaha Insurance Company, (1979) 24 Cal.3d 809, 820 [emphasis added]

We expect that you will uphold your duties of good faith to our client and your insured and render payment accordingly to our client without delay.

Again, we are providing CINS one opportunity to resolve this matter short of Binding Arbitration.

**As set forth in detail above, we are hereby extending to CINS an offer to settle this matter for the applicable individual Underinsured Motorists Coverage of LIMIT\_COVERAGE\_CINS, made payable in the total amount of LIMIT\_COVERAGE\_CINS to my client as referenced above.**

**Again, this offer will expire at the close of business, at 5:00 p.m. (PST), on SETTLEMENT\_EXP\_DATE.**

If CINS chooses to play the insurers game of “deny, delay, defend,” and not be fair to its own insured here, thereafter we will not enter into any negotiation or discussion of settlement. We will instead proceed to Binding Arbitration immediately and without delay as set forth above.

If we are correct, the award will be far in excess of the policy limits. We will seek fair compensation at the Binding Arbitration, and based upon the equally available evidence, there is little doubt this will then lead to an additional lawsuit against CINS for Bad Faith insurance practices.

This is not a threat, it is a “head’s up.” CINS’s conduct will likely cost it dearly in the insurance bad faith lawsuit should CINS choose not to accept this offer. We say this because there is no rational basis for CINS not to accept the offer presented by my client herein. In such a clear liability case with your own insured, who has fully cooperated and jumped through all your artificial “hoops” that have been stated as “barriers” to evaluation and payment, any delay and failure to tender the full individual policy limit maintained by your insured is unconscionable.

I am hopeful that you are familiar with the case *Maslo v. Ameriprise Auto & Home Insurance* (2014) 227 Cal.App.4th 626. You should be. It is highly instructive as to the dangerous games CINS may seek to play here if it delays acceptance of our client’s demand and payment of the full policy limit maintained by your insured.

Ted Maslo was the insured on an automobile insurance policy issued by Ameriprise Auto & Home Insurance. After sustaining bodily injuries as a result of an accident caused by an uninsured motorist, like our clients here had happen to them, Mr. Maslo filed a claim seeking the $250,000.00 limit on the policy's uninsured motorist coverage.

In response, the insurer demanded arbitration. After being awarded $164,120.91 by the arbitrator, Maslo filed a lawsuit against the insurer. The lawsuit alleged that the insurer breached the implied covenant of good faith and fair dealing by forcing the insured to arbitrate his claim without fairly investigating, evaluating and attempting to resolve it.

The trial court sustained the insurer's demurrer to the SAC and dismissed the complaint. An appeal followed. The appellate court concluded that the complaint adequately stated a claim for bad faith when it alleged that the insurer, presented with evidence of a valid claim, failed to investigate or evaluate the claim, insisting instead that its insured proceed to arbitration.

We remain hopeful that CINS does not repeat Ameriprise Auto & Home Insurance’s bad faith conduct here towards my client.

The *Maslo* court rejected the insurer's argument that its right to resolve a disputed claim through arbitration relieved it of its statutory and common law duties to fairly investigate, evaluate and process the claim.

The *Maslo* court further rejected the suggestion that in the absence of a genuine dispute arising from an investigation and evaluation of the insured's claim, the insurer may escape liability for bad faith simply because the amount ultimately awarded in arbitration was less than the policy limits or the insured's initial demand.

The *Maslo* court reiterated principles which need to guide your conduct herein, accepting this final opportunity to do right by your insured while also protecting CINS from an eight-figure insurance bad faith case next year.

A jury is a very powerful thing. Not too long ago State Farm learned that lesson the hard way, again, just recently when a Santa Monica jury returned a verdict in a trial for more than 100 times what the veteran State Farm trial lawyer told the jury was fair. A reckoning will come if CINS chooses to play the dangerous game of “deny, delay, defend.” I assure you.

Again, as I’m certain you’re well aware, in California:

“The law implies in every contract, including insurance policies, a covenant of good faith and fair dealing. ‘The implied promise requires each contracting party to refrain from doing anything to injure the right of the other to receive the agreement's benefits. To fulfill its implied obligation, an insurer must give at least as much consideration to the interests of the insured as it gives to its own interests. When the insurer unreasonably and in bad faith withholds payment of the claim of its insured, it is subject to liability in tort.’” (*Wilson v. 21st Century Ins. Co*. *(2007) 42 Cal.4th 713, 720* (*Wilson*), quoting *Frommoethelydo v. Fire Ins. Exchange* (1986) *42 Cal.3d 208, 214–215* (*Frommoethelydo*).)

Thus, “[a]n insurer's obligations under the implied covenant of good faith and fair dealing with respect to first party coverage include a duty not to unreasonably withhold benefits due under the policy. [Citation.] An insurer that unreasonably delays, or fails to pay, benefits due under the policy may be held liable in tort for breach of the implied covenant. [Citation.]” (*Rappaport–Scott v. Interinsurance Exchange of the Automobile Club* *(2007) 146 Cal.App.4th 831, 837* (*Rappaport–Scott*).) *Maslo v. Ameriprise Auto & Home Ins.*, at 633.

“By the same token, denial of a claim on a basis unfounded in the facts known to the insurer, or contradicted by those facts, may be deemed unreasonable. ‘A trier of fact may find that an insurer acted unreasonably if the insurer ignores evidence available to it which supports the claim. The insurer may not just focus on those facts which justify denial of the claim.’” (*Wilson,* *at p. 721*, quoting *Mariscal v. Old Republic Life Ins. Co*. *(1996) 42 Cal.App.4th 1617, 1623*.) “An insurer's good or bad faith must be evaluated in light of the totality of the circumstances surrounding its actions.” (*Id*. *at p. 723*.) *Maslo v. Ameriprise Auto & Home Ins.*, at 634.

You must additionally remember that in California,

“[t]o fulfill its implied obligation [of good faith and fair dealing], an insurer must give at least as much consideration to the interests of the insured as it gives to its own interests.” (*Wilson, supra,* *42 Cal.4th at p. 720* [applying principle to first-party bad faith action].) Moreover, under *section 790.03, subdivision (h)(5)* of California's Insurance Code, it is an unfair claim settlement practice not to “attempt [ ] in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear.”

That statutory provision applies to “all...persons...engaged in the business of insurance.” (*§ 790.01.*) Thus, in California, an insurer has the same duty to act in good faith in the uninsured motorist context as it does in any other insurance context. *Maslo v. Ameriprise Auto & Home Ins.,* at 635–36.

As such, the “deny, delay, defend” approach will not provide CINS with effective cover to preclude the subsequent bad faith lawsuit. My client here has sustained serious and significant bodily injuries and harm as a result of this accident which will impact HER\_HIS\_CLIENT day to day life for the rest of his life. You owe my client for what MR\_MRS\_CLIENT\_LAST\_NAME paid the insurance premiums for, this damage she now endures.

When this accident occurred, it catastrophically changed our client’s life, putting his into debilitating pain 24/7 and robbing his of his independence, earnings capacity and pain-free life which allowed our client to enjoy his life with friends and family over the next few decades.

In *Maslo,* the insurer tried to weasel out of liability by then contending, (like CINS might try in the bad faith case they’d expose themselves to here should you not pay us by the aforementioned settlement offer deadline of December 15, 2017), that on the facts alleged in the lawsuit, it may avoid liability for an insurance bad faith claim under the “genuine dispute” rule.

The “genuine dispute” rule is “a close corollary” to the principle that “an insurer's denial of or delay in paying benefits gives rise to tort damages only if the insured shows the denial or delay was unreasonable.” (*Wilson, supra,* 4*2 Cal.4th at p. 723, 68 Cal.Rptr.3d 746*.)

Under the rule, “‘an insurer denying or delaying the payment of policy benefits due to the existence of a genuine dispute with its insured as to the existence of coverage liability or the amount of the insured's coverage claim is not liable in bad faith even though it might be liable for breach of contract.’” (*Ibid*. quoting *Chateau Chamberay Homeowners Assn. v. Associated Internat. Ins. Co*. *(2001) 90 Cal.App.4th 335, 347*; accord *Rappaport–Scott, supra,* *146 Cal.App.4th at p.837*.)

Pointing to the fact that appellant's initial demand was $250,000 and the arbitrator ultimately awarded roughly $164,000, the insurer contends that a genuine dispute necessarily existed. We disagree. “The genuine dispute rule does not relieve an insurer from its obligation to thoroughly and fairly investigate, process and evaluate the insured's claim. A *genuine* dispute exists only where the insurer's position is maintained in good faith and on reasonable grounds.” (*Wilson, supra,* *42 Cal.4th at p. 723*.) *Maslo v. Ameriprise Auto & Home Ins.,* at 636.

Again, we hope CINS doesn’t resort to such outrageous conduct here in MR\_MRS\_CLIENT\_LAST\_NAME’s matter.

In *Maslo*, the insurer further contended, inappropriately and incorrectly, that an insurer's failure to investigate, evaluate, or attempt in good faith to settle its insured's claim does not constitute bad faith except under limited circumstances, as an insurer has a statutory right to arbitrate disputes over the amount of damages. (See § 11580.2, subd. (f) [“The policy ... shall provide that the determination as to whether the insured shall be legally entitled to recover damages, and if so entitled, the amount thereof, shall be made by agreement between the insured and the insurer or, in the event of disagreement, by arbitration.”].)

According to the insurer, it may be liable only where the damages plainly exceed the policy limits. In all other circumstances, the insurer contends, when faced with a claim for which liability is shown with reasonable certainty, it may refuse to investigate, evaluate or even respond to its insured, force the insured to incur the costs of arbitration, and avoid liability for breaching its common law and statutory duties so long as the ultimate award is less than the insured's initial demand.

As the *Maslo* court made clear, this position, which we hope CINS doesn’t resort to, is at odds with California common law and the statutory requirements of the Insurance Code. *Maslo v. Ameriprise Auto & Home Ins*., at 637.

Rejecting the position advanced by Ameriprise, relying on a misplaced interpretation of *Hightower v. Farmers Insurance Exchange* *(1995) 38* Cal*.App.4th 853*, the court observed: “Under [the insurer's] interpretation of the statute, an insurer could ‘stonewall’ uninsured motorist claimants in every case but avoid bad faith liability through the simple act of requesting arbitration and refusing to pay until ordered to do so by an arbitrator. We cannot ascribe such an intent to the Legislature.” (*Id*. *at p. 863, 45 Cal.Rptr.2d 348*.)

The court further stated: “Where there is no issue reasonably to be resolved by arbitration, as in a case where the insured's damages plainly exceed policy limits and the liability of the uninsured motorist is clear, the failure to attempt to effectuate a prompt and fair settlement violates the insurer's statutory duties (*Ins. Code, § 790.03, subd. (h)(5)*) and gives rise to tort liability. *Similarly, an insurer cannot shield other dilatory conduct, such as failing to investigate a claim, by the mere act of requesting uninsured motorist arbitration*.” (*Hightower,* *at p. 863, 45 Cal.Rptr.2d 348*, italics added.) *Maslo*, at 638.

Thus, an insurer may be liable for bad faith in failing to attempt to effectuate a prompt and fair settlement: (1) where it unreasonably demands arbitration, or (2) where it commits other wrongful conduct, such as failing to investigate a claim. An insurer's statutory duty to attempt to effectuate a prompt and fair settlement is not abrogated simply because the insured's damages do not plainly exceed the policy limits. Nor is the insurer's duty to investigate a claim excused by the arbitrator's finding that the amount of damages was lower than the insured's initial demand.

Even where the amount of damages is lower than the policy limits, an insurer may act unreasonably by failing to pay damages that are certain and demanding arbitration on those damages. Here, the lawsuit adequately stated a bad faith insurance cause of action, as it alleged that the insurer breached its statutory and common law duties to its insured by failing to adequately investigate, evaluate, and process the insured's claim, and by failing to attempt to settle the claim even after liability became reasonably clear. *Maslo*, at 638–39.

In summary, CINS here owes MR\_MRS\_CLIENT\_LAST\_NAME, its insured, a fiduciary duty, the duty of the utmost care, the highest duty in the law. Failure to do so would likely cost CINS millions in damages and perhaps terrible publicity.

Once again, I have enclosed herewith copies of all records and information we have to-date and provide you with sufficient documentation to reasonably evaluate this claim. We therefore believe that CINS is in a position to act promptly upon this demand.

However, please keep in mind that placing a dollar value on the physical pain, suffering and severe debility that our client and your insured has suffered, and that HE\_SHE\_CLIENT continues to endure, is a very difficult task. Add to that the emotional turmoil HE\_SHE\_CLIENT has endured in worrying about the long-term health effects that HER\_HIS\_CLIENT respective injuries may cause his to continue to experience for a very long time, possibly permanently, and assigning a dollar value becomes almost unrealistic.

Please be advised that the discussion of our client’s treatments to date and of his future prognosis herein above is not intended to be a comprehensive report of our client’s claims, but merely a summary thereof. We request that you review the medical reports and bills closely and to your full satisfaction.

Again, I have enclosed herewith copies of all known records, documentation and information that you will need for evaluating this claim. We therefore believe that you are in a position to act promptly upon this demand and tender the full LIMIT\_COVERAGE\_CINS individual global policy limit under the Underinsured Motorist provision of MR\_MRS\_CLIENT\_LAST\_NAME’s CINS policy without delay.

As previously stated, this offer will expire at the close of business, at 5 p.m. (PST), on SETTLEMENT\_EXP\_DATE.

To expedite settlement, for your reference and file, please find a copy of our firm’s W-9 form attached and enclosed with this correspondence herein and marked as **Exhibit “7”.**

As previously mentioned, we hope that this matter can resolve without the necessity of expensive and protracted arbitration. If you consider our client’s settlement offer carefully, you will realize that MR\_MRS\_CLIENT\_LAST\_NAME’s offer is not only fair, but equitable for all parties involved.

Nevertheless, let us assure you that if your intention is to make paltry settlement offers in light of all the foregoing evidence, expecting that we will simply “go away,” this will not happen. The undersigned attorney has no problem with pursuing cases all the way through binding arbitration, for as long as it takes to achieve full, fair, and just recovery for her clients, and has had no problems doing so in California for many years now.

Plainly put, the undersigned has no intention of going away for an insulting settlement amount, and still believes the title of “attorney” means something: being willing to fight through the entire process to get the result to which his client is justly entitled. This firm does not do a “volume” practice; we do not amass hundreds of cases, and seek quick turnovers, dropping cases that seem like they will be “long” or “difficult.” Your offer should be made accordingly.

Please review the enclosed information and contact our office promptly to discuss a mutually satisfactory resolution of this claim. Again, we expect that you will uphold your duties of good faith to our client and your insured and render payment accordingly.

While this correspondence is subject to *Evidence Code* Section 1152, nothing contained herein shall be deemed in any manner to be and admission by, or full explication of any facts or a waiver of our client’s rights or remedies which may be or become available as a result of actions or omissions with respect to the subject matter stated herein or otherwise, all of which rights and remedies, at law, equity and/or otherwise, are specifically hereby reserved.

Moreover, nothing in this letter shall be construed as any kind of threat by anyone as we are merely asserting what we believe to be our civil legal remedies.

Lastly, please be advised that this letter shall be deemed admissible as evidence of notice in the file of your insured of CINS’s potential exposure from this loss in a prospective bad faith action against CINS.

In the spirit of cooperation and in further attempts to resolve these issues informally and amicably, if you are to have any further questions, please feel free to contact the undersigned upon receipt of this letter so that we may discuss the foregoing.

Thank you for your anticipated courtesy and cooperation in this regard.

We look forward to amicably resolving this matter and bringing this troubling event to a conclusion for MR\_MRS\_CLIENT\_LAST\_NAME.

I look forward to hearing from you shortly.

Very Truly Yours,

**SEDAGHAT LAW GROUP**

Managing Partner

LS./ls.

Enclosures

cc: Client (*Via Email Only*)

1. Approximate, not final. Final amount of medical bills and expenses are to be determined and updated pending receipt of final medical billing statements from all referenced medical providers. [↑](#footnote-ref-1)
2. Approximate, not final. Final amount of medical bills and expenses are to be determined and updated pending receipt of final medical billing statements from all referenced medical providers. [↑](#footnote-ref-2)