***[Comprehensive Homeowner’s Demand.***

***A similar case we had but names and circumstances have all been changed]***

October 1, 2020

**VIA CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED**

Georgia Insurance Company

PO Box 7777

Middle City, GA 31277-7777

RE: Claim No.: 2018005106

 Date of Loss: December 1, 2019

 Your Insureds: Charlie Smith

 Our Client: John Doe

**HOLT DEMAND FOR HOMEOWNER’S POLICY LIMITS**

Dear Mr. Adjuster:

As you know, we represent John Doe in the above-referenced claim. The following material, including medical reports, bills, receipts, analysis, evaluations, and other documents, has been compiled to evaluate the liability of your insured, the nature of John Doe’s injuries, and the extent of damages sustained by John as a result of fire accident occurring on or about December 1, 2019 at the residence and home of Carol Smith.

This material is being submitted to you for purposes of settlement negotiations only. Your review of this information is under the condition that information contained herein shall not constitute an admission by John Doe and that nothing contained herein shall be admissible against him at any future hearing or trial. We are submitting this material and communicating the information contained herein in a good faith attempt to reach a compromise settlement and for no other purpose. **This demand is for your insured's total homeowner’s liability and policy limits of $1,000,000.00 for** John Doe**’s injuries.**

**Biographical and Personal Information on John Doe**

John Doe is a good man. At the time of his catastrophic burns he was 40 years old. John is a dad of 2 children: John Jr. who is 21 years old, and his daughter, Jenny who is 11 years old. They mean everything to John Doe. Many of the John Doe’s everyday activities have been forever altered because of this fire. His upper body mobility has been severely limited, in the summer he overheats much faster than he used to and is prone to heat related illnesses. Furthermore, his permanent scarring is so severe, widespread, and visually haunting, that this has and will continue to have a lifelong devastating psychological impact on John Doe. [Remainder is cut out for confidentiality reasons]

**Facts of Loss and Determination of Liability**

This claim for bodily injuries arises out of a fire caused by a Coleman commercial grade 50,000 BTU propane heater owned by your insured, where Charlie chose to put a powerful commercial grade heater within 18 inches of Mr. John Doe while he slept and then left him unattended indoors for approximately 30 minutes. His actions defied logic, reasonable safety guidelines, common sense, AND the explicit warning label itself. Furthermore, contrary to the warning label and basic common sense when dealing with a heater this powerful, there were countless flammable items well within the 6 foot radius the warning label cautions against.

**Bell Consulting (Fire & Explosion) Report**

Despite Mr. Smith’s negligence being plainly obvious in this case, my office felt it was proper diligence to have experts evaluate all the evidence we had. My office consulted **Bell Consulting- Fire & Explosion**. Our expert analysis was completed by **Robert K. Bell**, **IAAI-CFI, NAFI-CFEI II**, and **Frank E. Hagan, P. E**. (See attached report/Exhibit). Their conclusions were very straightforward and unequivocal:

1. John Doe’s burn injuries are consistent with the operating Coleman propane heater being placed too close to his body by Mr. Smith.
2. The Coleman propane heater was likely within 18” of Mr. John Doe’s left side based on burn research.
3. Similar heat output radiant heaters fueled by propane have clearance to combustible requirements equal to or greater than 36”.
4. Open flame damage to items inside the garage are likely the result of the towel and/or shirt Mr. Smith placed on Mr. Doe coming into at or near direct contact with the Coleman propane heater.

***[INSERT PHOTOS OF AREA OF INJURY]***

\*Police Photos by Officer Butts of BCPS – **Chair incinerated** - Isolated burn with very little else burned in the vicinity. 2nd photo is likely general area where heater was placed.

Although in the attached video, you hear Mr. Smith defend himself and claim the heater was set far from where John Doe was sitting, that is simply not what the evidence shows and concludes. Charlie claims John must have gotten up on his own, walked over to the heater, walked too close and caught himself on fire, but this is highly unlikely. Consider the following: John Doe was admittedly asleep just outside the garage. Your insured tried to awake him, and even kicked him and told him to “get [his] ass up.” Mr. Doe didn’t move. Charlie then picked John up, and then put him in directly in front of the 50,000 BTU commercial grade propane heater and left him unattended for approximately 30 minutes. Being on fire is literally the only thing that could’ve awoken Mr. Doe in his state that Mr. Smith left him in. John Doe was asleep in the chair when he was burned.

If you look at the pictures attached and the expert analysis, one would obviously conclude that the nature of isolation of the items that were burned in the garage are highly inconsistent with John getting to his feet, walking over to the heater, slowly catching himself on fire, panicking, and falling back into the chair only for it and a couple other items to be consumed by a fire. That simply doesn’t make sense. This was an isolated fire that was put out immediately upon Mr. Doe waking up. He jumped to his feet took his t-shirt and overalls off and threw them on the burning chair.

Furthermore, consider the analysis of R. K. Bell Consulting:

“Fire patterns on items inside the garage post-fire are inconsistent with Mr. Smith’s statements as to their pre-fire location. Further, Mr. Doe’s burns are inconsistent with open flame damage… Mr. Doe’s burn injuries are radial in nature and decrease in severity (e.g. 3rd degree to 2nd degree) when moving from the left side of his torso towards the center of his chest. The burns are consistent with a point heat source (i.e., the propane radiant heater) being too close to Mr. Doe. Radial burn demarcation lines and the direction of heat source application have been denoted on the photograph of Mr. Doe’s burn injuries seen in EXHIBIT 1. Heat from the radiant heat source would conduct through any likely fabric items to Mr. Doe’s skin. The location and severity of burns as determined by the attending physician corroborate our testing and analysis.”

It is therefore scientifically concluded based on the scene of the fire, the power of the heater, the origin of the fire being John Doe, the severity and nature of his burn patterns, and circumstances known to us that Charlie more than likely negligently left a 50,000 BTU commercial grade heater within 18” of proximity to John Doe and left him unattended while John slept.

John never consented to being left in the garage next to the commercial heater while he was incapacitated. By falling asleep outside, he deserved whatever might happen outside of the garage but he was absolutely defenseless against a heater that powerful while he was asleep and never knew it was there or turned on. The bottom line is the negligence occurred when Charlie without John’s knowledge, turned that heater on and left John unattended for 30 minutes.

**Our Claim of Negligence**

# Charlie had a legally mandated duty to protect John from dangerous conditions as John was a guest on his premises.  O.C.G.A § 51-3-1 states that where an owner or occupier of land, by express or implied invitation, induces or leads others to come upon his premises for any lawful purpose, he is liable in damages to such persons for injuries caused by his failure to exercise ordinary care in keeping the premises and approaches safe. The facts establish that Charlie picked John up and removed him from where he was resting outside and, without John’s knowledge or consent, placed him in a chair in the garage.  Mr. Smith, who had also been drinking alcohol, then took an old, dangerous propane heater and placed it in close proximity to Mr. Doe. Mr. Smith turned the heater on and left John alone and unattended.  Charlie’s actions were not that of a sober, careful property owner.

# It’s pretty obvious that putting a large commercial grade propane heater within close proximity to countless flammable items, and then leaving John completely unattended, exceeds this standard for proving negligence.  Mr. Smith knew that John had consumed alcohol that evening and placed him within close proximity of a flammable, dangerous heater without his knowledge.  Charlie had a legally imposed duty to keep John safe and not subject him to any dangerous conditions.  In this case Mr. Smith clearly failed to do so.

**Possible Defense of Contributory Negligence and Assumption of Risk**

The key response to any attempt by Charlie to assert any affirmative defense is that John had absolutely no opportunity to avoid the harm caused by Mr. Smith’s negligence and John did not voluntarily subject himself to the potential harm.  Contributory negligence applies where negligence on the part of the injured party contributed to the injuries.  Likewise, assumption of the risk in Georgia bars recovery where an injured party, through ordinary care, could have avoided the cause of injury.  Moreover, “A defendant asserting an assumption of the risk defense must establish that the plaintiff (1) had actual knowledge of the danger; (2) understood and appreciated the risks associated with such danger; and (3) voluntarily exposed himself to those risks.” Findley v. Griffin, 292 Ga. App. 807, 809 (2) (666 SE2d 79) (2008) (citations omitted).”Knowledge of the risk is the watchword of assumption of risk, and means both actual and subjective knowledge on the plaintiff’s part.” Kroger Co. v. Williams, 257 Ga. App. 833, 835 (572 SE2d 316) (2002).

Here, John Doe was completely unaware that he was being placed inside a small, confined area with a commercial grade propane heater around other flammable objects.  John Doe did not voluntarily subject himself to this dangerous environment and had no opportunity to remove himself from it.  Instead, Charlie made the decision to remove John from the area where he was resting and place him inside what was nothing short of a torture chamber with knowledge of John’s intoxicated state and left him unattended. It’s also noteworthy that Charlie provided John with most of his alcohol consumed that night and knew John was intoxicated and kept serving him more. Certainly, the argument could be made that John assumed the risk of any known hazards outside of the garage by choosing to fall asleep outdoors, but John never voluntarily chose to enter the garage and sit in close proximity to an old beat up, commercial grade propane heater.  In short, John had no knowledge of the risk that ultimately caused his injury and had no opportunity to choose another course of action.

In addition, Georgia appellate courts have recognized that contributory negligence and assumption of risk should not generally be the basis for granting summary judgment and should, instead, be submitted to a jury. Turner v. Sumter Self Storage Co., 215 Ga. App. 92, 94 (3) (449 SE2d 618) (1994).  Therefore, by relying on these defenses, your company would be subjecting Charlie to the risk that a jury of 12 persons from the community would see things differently than your company and find Mr. Smith negligent.  As you know, if the jury determines that Mr. Smith is either completely negligent or bares the majority of the responsibility for John’s injuries, the value of this case will easily exceed Mr. Smith’s policy limits, especially since the medical bills alone are in excess of one million dollars.  We specifically request that you notify your insured of this risk if you chose not to accept our demand offered herein.

**Possible Assertion of Coverage Defenses From Georgia Insurance Company**

My office contacted \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on or about May 1, 20120 and there had been no claim number created under this policy. That lead us to believe GFB might assert a coverage defense for the homeowner failing to disclose this event in writing. Asserting this defense would fail based on the current case law in Georgia.

Mr. Smith’s policy with GIC specifically states the following:

“In case of an occurrence, you or another insured will perform the following duties that apply. We have no duty to provide coverage under this policy if failure to comply with the following duties **is prejudicial to us**:

1. Give written notice to us or our agent **as soon as practical** which sets forth…”

When possible, insurance policies are construed to provide coverage, so as to advance the benefits intended to be accomplished by such policies. Plantation Pipe Line Co. v. Stonewall Ins*. Co.* , 335 Ga.App. 302, 310, [780 S.E.2d 501 (2015)](https://apps.fastcase.com/Research/Pages/Document.aspx?LTID=YuIyT5wzq1rXAuw588E0opdWBchUpXXYhL4dvt5RvPRWdV7QUS6gTpBwFU%2fe%2biM293DaSqS2oSjsOmU5WwTMFNCF5m8708ohWf0J%2bTlAoP4kMCHO9RpjQq73csO3GVRoLRTnUQl2r5WOy7x7ALjdbOoGVyEM8b4GCDEa2uDUxqo%3d&ECF=780+S.E.2d+501+(2015)). Where a notice provision is NOT expressly made a condition precedent to coverage of the insurance contract, an insured's failure to comply with the notice provision will result in a forfeiture of coverage only if the insurer demonstrates that it was prejudiced by the insured's failure.” Id*.* at 311(2),780 S.E.2d 501. This policy condition written above is at best a vague general provision. A general provision that no action will lie against the insurer unless the insured has fully complied with the terms of the policy admittedly can suffice to create a condition precedent. Lankford v. State Farm Mut. Auto. Ins. Co*.* , 307 Ga.App. 12, 14, 703 S.E.2d 436 (2010). In cases in which a policy's notice provision gives no specific time frame, there is no bright-line rule on how much delay is too much. Progressive Mountain Insurance Co. v. Bishop, 790 S.E.2d 91 (Ga. App. 2016). In many cases 11 months to 2 years is routinely held by a factfinder to be either not excessive as a matter of law or a question for the factfinder. The purpose of the notice provision in an insurance policy is to enable an insurer to investigate promptly the facts surrounding the occurrence while they are still fresh and the witnesses are still available, to prepare for a defense of the action, and, in a proper case, to determine the feasibility of settlement of the claim. Bituminous Cas. Corp. v. J. B. Forrest etc., Inc., [132 Ga.App. 714](https://apps.fastcase.com/Research/Pages/Document.aspx?LTID=NaJ2dVT6PwV9KxaKSzuvcypyVQW3XmElYViI6vF0I5Sx0N4%2bKyGBsDagWZLLwsUYLegWV7uVP9cyXGVNjpU0XB1pKeaoekM3SoGcf3BGmxiTEl8e5o1F0nvAB97xKVa7a34h7VnBphTKsb4XhfZDHBXRIbFn2sMxTrna5uvO4YU%3d&ECF=132+Ga.App.+714), [209 S.E.2d 6](https://apps.fastcase.com/Research/Pages/Document.aspx?LTID=NaJ2dVT6PwV9KxaKSzuvcypyVQW3XmElYViI6vF0I5Sx0N4%2bKyGBsDagWZLLwsUYLegWV7uVP9cyXGVNjpU0XB1pKeaoekM3SoGcf3BGmxiTEl8e5o1F0nvAB97xKVa7a34h7VnBphTKsb4XhfZDHBXRIbFn2sMxTrna5uvO4YU%3d&ECF=209+S.E.2d+6) (Ga. App. 1974).

The written notification of this occurrence was given 5 months after the fire at your insured’s residence. Upon being retained on this case, we immediately contacted your insured to obtain homeowner’s insurance details, he provided those to my office, and we immediately sent letters of representation to your claims department on May 1, 2019. Before this, Mr. Smith had no inclination that Mr. Doe would make a claim or if this type occurrence was something even covered under his policy. Nobody had ever advised him to call his insurance company, or consult legal counsel, and John Doe had not once intimated that he would make a claim on your insured’s homeowner’s policy. Under the language of your policy with your insured, Mr. Smith complied via my office sending notification of the occurrence “as soon as practical,” or as soon as he realized a claim on his policy was occurring. Furthermore, Mr. Smith told me himself that he verbally in person notified his GFB agent only days after the accident. Although that doesn’t comply with the written notice requirement, it surely shows there was knowledge of the incident by GFB and therefore dissolves a prejudice defense.

At best the vague condition set forth in this policy is a condition precedent to coverage BUT, where the law is unclear, the policy language specifically articulates that GIC must make a showing they were prejudiced by this delay. Showing prejudice in this case is absolutely unattainable. All police investigation pictures and videos my experts have used to render their analysis on this case have been available to GIC though open records and GIC could’ve obtained them just as easy as my firm did. Furthermore, in the attachments we have provided everything our experts used to investigate this matter, which they had no trouble doing. Since the incident, GIC has had access to their insured’s property for the purposes of photographs, witness statements, etc. All witnesses are still alive and live locally in Big City, GA. Through our investigation of this incident, even 5 months after it occurred, we were able to establish the cause and origin of the fire, and the vicinity burned as well as how it burned – all pointing to the negligence of Mr. Smith.

**Injuries and Loss Related Medical Treatment**

**Length of Treatment**

First Treatment Date: 12/10/2017 0 days from

 Last Treatment Date: Still Treating 300+ and counting

 **Medical Providers**

***John’s Good Samaritan Ride to the Hospital***

According to my brief conversation with your insured, approximately 30 minutes after your insured left JOHN alone with the heater, your insured and one of his friends/tenants, Jane Walker walked up to the garage and saw black smoke billowing out. John Doe was in a different chair with most of his clothing removed, and his finger was twitching. Charlie and his friend realized John had been burned, so they put John in Jane’s car and she drove him to Memorial Hospital.

***Big City Memorial Hospital (12/1/2019 – 12/11/2019)***

**[INSERT PICTURES AT HOSPITAL]**

Upon arriving in the Memorial ER just after midnight on 12/1/2017, John was given immediate emergency medical attention. The hospital staff and doctors assessed his burns, the burn patterns, and notified immediate family. After assessing the severity of the burns, the hospital staff quickly realized they did not have the means or the facilities to give John’s burns the medical attention they deserved. They notified the Be Well Burn Center in Away City of the patient’s condition and the 2 medical facilities arranged for a “life flight” from Big City to Away City in the coming hours.

***Life Flight from Big City to the Be Well Burn Center in Away City, GA (12/1/2019)***

At approximately 6:00 A.M. on 12/1/2019, John Doe was loaded onto the medical life flight helicopter in Bainbridge and flown over 233 miles to Augusta where he would spend the next month of his life enduring multiple surgeries and recovering from these tragic burns.

***Be Well Burn Center (12/1/2019 until 1/12/2020)***

[INSERT PICTURES AT BURN CENTER]

For the purposes of understanding and quantifying John Doe’s pain and suffering while in the burn center, it is helpful to understand generally what occurs in skin grafting surgeries.

**Allograft, cadaver skin or homograft** is human cadaver skin donated for medical use. Cadaver skin is used as a temporary covering for excised (cleaned) wound surfaces before autograft (permanent) placement. Cadaver skin is put over the excised wound and stapled in place. After surgery, the cadaver skin may be [covered with a dressing](https://www.regionshospital.com/rh2/specialties-and-doctors/specialties/burn-center/bandages/index.html). This temporary covering is removed before permanent autografting. It appears from the records John Doe **had 5 of these cadaver skin surgeries**.

**The final autografting** is skin taken from the person burned, which is used to cover wounds permanently. Because the skin is a major organ in the body, **an autograft is essentially an organ transplant.** Autograft is surgically removed using a dermatome (a tool with a sharp razor blade). Only the top layer of skin is used for donor skin. The site the skin is taken from will heal on its own. There are two types of autografts used for permanent wound coverage:

1. **Sheet** **graft** is piece of donor skin harvested from an unburned area of the body. The size of the donor skin is about the same size as the [burn wounds](https://www.regionshospital.com/rh2/specialties-and-doctors/specialties/burn-center/index.html). The donor sheet is laid over the cleaned wound and stapled in place. The donor skin used in sheet grafts does not stretch; it takes a slightly larger size of donor skin to cover the same burn area because there is slight shrinkage after harvesting. When the body surface area of the burn is large, sheet grafts are saved for the face, neck and hands, making the most visible parts of the body appear less scarred. When a burn is small and there is plenty of donor skin available, a sheet graft can be used to cover the entire burned area. There was not much sheet grafting in John Doe’s case because so much of his body was burned, they needed to cover a large area via “meshing.”
2. **Meshed skin grafts** - very large areas of open wounds are difficult to cover because there might not be enough unburned donor skin available. It is necessary to enlarge donor skin to cover a larger body surface area. Meshing involves running the donor skin through a machine that makes small slits that allow expansion similar to fish netting. In a meshed skin graft, the skin from the donor site is stretched to allow it to cover an area larger than itself. Healing occurs as the spaces between the mesh fill in with new skin growth. The disadvantages of meshing are that it is less than a sheet graft and that the larger the mesh, the greater the permanent scarring. Meshing allows blood and body fluids to drain from under the skin grafts, preventing graft loss, and it allows the donor skin to cover a greater burned area because it is expanded. John Doe underwent this surgery on December 27, 2019.

Below is a detailed list directly from John Doe’s records of his numerous surgeries and skin grafts he endured at the burn center: (*Out of courtesy, I will spare you the operation photos*)

1. **12/12/2017**: “Start date: 12/2/19 Start time: 1126. Pre-procedure diagnosis: total burn TBSA (20%) Post-procedure diagnosis: same, total burn TBSA (20% (18% TBSA FT)) Procedure(s) performed**:** surgical prep/excise cadaver; epiburn. Devitalized tissue was in initially removed in tangential fashion with a Norsen and then a Goulian knife down to a level of viable tissue. Level of excision included subcutaneous tissue in spotty areas. Overall the deepest area of excised was deep dermis. Once the excision was complete, larger bleeding points were cauterized using bovie cautery, and the wound was covered with epinephrine soaks and spray thrombin. Once satisfactory hemostasis was obtained, the wound was covered with cadaver, which was applied carefully, tailored as necessary, and secured with surgical staples. The cadaver skin was mesh 2:1. Once the skin substitute was placed, it was covered with conformant and exalt as well as sterile Kerlix dressing. Attention was then directed to the face. Blunt debridement was performed with a sterile lap pad. Further an adison and forceps was used to trim away loose epithelium. Epiburn was applied in proper orientation and hydrated with normal saline. It was tailored as necessary. Conformant and Kerlix gauze dressing was subsequently applied.”
2. **12/13/2018:** John Doe underwent a quick local procedure to put a pic line in his upper right arm with a catheter in to his heart for administration of life saving medications.
3. **12/19/2013**: “Start date: 12/ 19/19 Start time: 1340, Pre-procedure diagnosis: burn 2nd degree, burn 3rd degree (20% with 18% full-thickness). Post-procedure diagnosis: same. Procedure(s) performed: Surgical prep and application of cadaver to the back 44 x 29, anterior torso 55 x 27, left arm 29 x 20, left forearm 13 x 9 right ankle 9 x 12, 3 x 4 Excision including subcu / Third-degree, Soaks. General anesthesia”
4. **12/24/2017:** “Start date: 12/24/17 Start time: 1505 Pre-procedure diagnosis: 20% TBSA (18% FT) Post-procedure diagnosis: same. Procedure(s) performed: Devitalized tissue was in itially removed in tangential fashion with a Norsen and then a Goulian knife down to a level of viable tissue. Level of excision included subcutaneous tissue. Once the excision was complete, larger bleeding points were cauterized using bovie cautery, and the wound was covered with epinephrine soaks and spray thrombin. Once satisfactory hemostasis was obtained, the wound was covered with cadaver, which was applied carefully, tailored as necessary, and secured with surgical staples. Once the skin substitute was placed, it was covered with bridal veil as well as sterile Kerlix dressing. “
5. **12/27/2017**: Start date: 12/27/17 Start time: 0927 Pre-procedure diagnosis: burn 2nd degree, burn 3rd degree (20% with 17% ft ). Post-procedure diagnosis: same. Procedure(s) performed / notes: Autografting: ...”The devitalized tissue was excised in tangential fashion using a Goulian knife including subcutaneous tissue. Here is a recent picture of the skin grafting harvest site:

[INSERT POST SKIN GRAFT PHOTO]

Then, it was covered with epinephrine soaked laparotomy pad. The larger bleeding points were cauterized using both the cautery. Then we brought to our attention to the area from where the split-thickness skin graft was harvested using a Zimmer dermatome at a depth of 10 thousandths of an inch from the bilateral thighs. This graft was then meshed and applied carefully, tailored as necessary and secured using medical glue and or surgical staples.”

1. **12/30/2017**: “Start date: 12/30/17 Start time: 1033 Pre-procedure diagnosis: total burn TBSA (20%). Post-procedure diagnosis: same. Procedure(s) performed: dressing change and staple removal. General anesthesia. Attention was directed to the torso left upper extremity right lower extremity and bilateral thighs .. A sterile soaked gauze and Norsen was used to remove non-viable tissue. After adequate debridement, the surface was irrigated with saline. Staples were removed. Dressings of cuticerin and silver nitrate soaks were applied, as well as sterile Kirlex. The thighs were placed in Silvadene cream. And the left 5th digit was placed in conformant and exalt. The patient tolerated the procedure well and was taken to the post-anesthesia care unit for post-operative recovery in stable condition.”

**Follow up Medical Care**

On January 11, 2020, John Doe was released from the burn center and taken home by a family member from Away City to Big City, GA. Since his release from the burn center, John Doe immediately has significant blood sugar issues related to his diabetes and took multiple emergency trips to Memorial to control his type 1 diabetes. These issues were no doubt exacerbated by his traumatic burns. Although for the purposes of this demand we are not submitting his bills for Memorial after his release from the Burn Center because the treatment was focused primarily on his diabetes, and not John’s burns – it bears noting here as it relates to complications and further pain and suffering from our client.

***Georgia Medical Center – Georgia City, GA – 2/7/2020 – Present***John has been seen numerous times at Georgia Medical Center for the purposes of follow up care and physical therapy to make sure his skin is stretched out properly to promote healing and maximum mobility as his skin heals. He will likely be treating here every month or so for the foreseeable future. Based on the records we have John treated there on 1/24/2018, 2/7/2018, and 2/28/2018. He has been seen there since but we do not have those records.

 [RECOVERY PHOTOS]

**SPECIAL DAMAGES**

 MEDICAL EXPENSES:

1. Medical Consultants $2,659.71
2. Memorial Hospital $6,917.80
3. City Emergency Physicians – ER doctors $701.00
4. MED Trans – Emergency Life Flight $51,033.66
5. Be Well Burn Center $1,035,488.45
6. Lab Path Services $192.00
7. Georgia Medical Center – Big City, GA $4,641.78

**TOTAL MEDICAL EXPENSES** (not including diabetes treatment**) $1,102.528.31**

**Other Recent Settlements and Verdicts**

These settlements and verdicts below are taken from our Case-Metrix database as well as attorneys that we are very familiar with and mutually depend on each other for ideas, guidance, and possible case association given their knowledge of 3rd party insurance bad faith law. All of these cases are similar to Mr. Doe’s case because they represent life threatening injuries and burns, surgical procedures, with massive amounts of medical expenses from their respective catastrophic burns/incidents.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Attorney / Firm** | **Date** | **Re$olution** | **Medical$** | **Policy Limits** | **Carrier** | **Settled or Filed** |
| Pete Law | 1/15/15 | $72,960,000  | $226,396  | Not Released  | Not Released | Jury Verdict |
| Tim Hall | 2/5/2007 | $5,000,000 | $500,000  | $5,000,000  | Not Released  | Filed/Settled |
| Andrew Lynch\* | 12/20/2016 | $4,000,000  | ?  | ?  | Self Insured | Jury Verdict |
| Shiver / Hamilton | 9/3/2015 | $29,250,000  | $0/fatality | $21,000,000  | American/Companion | Jury Verdict |

**\*** This case tried by Andrew Lynch was not a burn case, but is relevant because it involves a highly intoxicated man who fell over a defective balcony railing at his apartment.

**Impact on Daily Life**

Because of these catastrophic burns John has suffered, he is a shadow of the man he once was. He wakes up many mornings in a panic because of the nightmares of being on fire. He is in chronic pain because of the way his scars have healed and lack mobility. He is prone to heat exhaustion because his skin does not sweat and cool his body the way it should. His physical activities with his kids and lack of mobility have strained his ability to be a good father. His labor demands of being a contractor and handy man are torturous with his injuries and pain with mobility.

[INSERT CURRENT PHOTOS OF DEFORMITIES]

**Demand**

It is without hesitation that we make this unliquidated damages demand pursuant to O.C.GA. § 51-12-14 in the amount of $1,000,000.00. This offer to settle will remain open for 32 days of your certified receipt of this demand and, thereafter, will no longer be available for your acceptance. This amount represents the full amount of YOUR INSUREDS’ liability and umbrella policy limits. This demand is made pursuant to Southern General v. Holt, 262 Ga. 267, 416 S.E.2d 274 (1992). Failure to settle this claim for policy limits after this notice of our willingness to accept this amount (which is within your insurance limits) may result in your company being liable for the full amount of any judgment obtained, even if it is in excess of the limits of the policy. *See* GEICO v. Gingold, 249 Ga. 156 (1982); Shaw v. Caldwell, 229 Ga. 87 (1972); Smoot v. State Farm Mutual Auto Insurance Co., 299 F. 2d 525 (5th Cir. 1962.) I hope we will be able to come to terms quickly and resolve the case. Please forward a copy of this demand to YOUR INSURED and encourage them to obtain private, independent counsel to represent their interests in this case.

As we set out in great detail above, our client’s current special damages are at least **$1,102,528.31**, and still increasing daily. Your company provided us with a statement under oath pursuant to O.C.G.A. § 33-3-28 indicating you maintained $1,000,000.00 of liability coverage for YOUR INSUREDS. Not tendering policy limits as requested in this Holt demand would be the action of an unreasonable, imprudent and bad faith insurer because:

1. There is a strong likelihood, given the liability facts of this claim, that a verdict will be returned against your insured.
2. There is an equally strong likelihood the verdict will be for a sum greater than its insurance coverage such that your client’s personal assets and finances are exposed;
3. It is apparent that our client’s medical treatment was not unreasonable or unnecessary, or that costs were not fair and reasonable;

We will not accept a tender of your companies limits once this demand expires.  We specifically request that you notify your insured of this attempt to resolve this case within his policy limits and advise him of his right to independent counsel.  Please notify your insured that if your company does not accept this offer to settle within his policy limits we will seek a judgment against him personally in this case.  Please suggest to your insured that he set aside a *minimum* of $30 million dollars of his own personal funds to pay any future judgment in this case.

Please note that this Holt demand is being made subject to the following terms in accordance and satisfaction with O.C.G.A [§ 9-11-67.1 ,](https://law.justia.com/citations.html) and although that statute applies only to motor vehicle cases, the appellate courts in Georgia are recently applying these same guidelines to homeowners and non-motor vehicle cases:

1. As previously stated this offer to settle must be accepted by your company in writing within 32 days of your receipt of this demand. Note that this demand will be withdrawn automatically if not accepted in writing within this specified timeframe;
2. Upon our receipt of your written acceptance of this offer within the specified timeframe, our firm and John Doe will execute a limited release of YOUR INSURED’s, Carol and Charlie. This limited release will apply to any and all claims of any kind arising from the fire incident of December 1, 2019, including but not limited to present, past and future medical expenses, lost wages, lost earning capacity, present, past and future pain and suffering and punitive damages;
3. If you should need additional information to evaluate this claim, please contact us immediately. In addition to the phone numbers listed above, you may reach key members of this law firm on their personal cell phones 24/7 to assist you with anything you need regarding this case as follows:
4. Lawyer Jim – Partner – 770-265-0000
5. Paul the Case Manager – Paralegal – 404-618-0000

Please understand that Mr. Doe’s pain, suffering, and future medical expenses only increase with time. As such, we urge you to avoid unnecessary delay;

1. Should you choose to send a settlement draft instead of accepting this offer in writing please issue the draft directly to this firm and John Doe**.** You should physically deliver he draft to 1111 Peachtree Street NW, Suite 111, Atlanta, Georgia 30303. Our firm’s federal taxpayer ID is \_\_\_\_\_\_\_\_\_\_\_\_. Should you chose to accept this offer in writing, payment must be physically received by this office no later than 10 days after your acceptance, as contemplated by O.C.G.A. § 9-11-67.1(g).

 We look forward to hearing from you soon.

Sincerely,

 Attorney at Law

Enclosures: See Attached CD

Cc. [*NOTE: I like to list a bunch of heavy hitter trial lawyer names in this Cc section. Names of lawyers that have rocked insurance companies for big bad faith verdicts. Why not? In a big enough case, there will be defense lawyers involved that will know you might refer this to a well-known attorney*]