

Atlanta Plaza  
950 East Paces Ferry Road  
Suite 2110  
Atlanta, GA 30326

November 19, 2013

*Via Federal Express and Fax (866) 447-4293*

*TIME-LIMITED SETTLEMENT DEMAND*

Ms. Lilly Wylie  
Metro Insurance Company  
3000 Interstate Circle  
Suite 100  
Atlanta, GA 30339

Re: *My Clients* : *Mrs. Jing Lu, Surviving Spouse of Jianchang  
Lu and Mr. Ken Lu, Surviving Son of  
Jianchang Lu*

*Date of Collision* : *June 20, 2013*  
*Your Insured* : *Mr. John Brown*  
*Allstate Claim No.* : *0290361690 SLB*

Dear Lilly:

As you know, my law firm has been retained to represent Mrs. Jing Lu, surviving spouse of Jianchang Lu, and Ken Lu, surviving son on Jianchang Lu, in connection with fatal injuries sustained by Mr. Lu during a truck/pedestrian collision in Decatur, Georgia on June 20, 2013. The at-fault driver, Mr. Matelon Brown (a 73 year old Georgia resident), is a Metro insured.

This letter and the associated exhibits shall serve as my clients' pre-suit demand for the settlement of their claims.<sup>1</sup> This will be Metro's **only** opportunity to resolve this case within the policy limits available to your insured in this action.

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<sup>1</sup> I have included herewith: the relevant medical records, bills, Death Certificate, witness statement, and collision report.

## **MR. JIANCHANG LU**

Mr. Jianchang Lu and his wife, both citizens of China, were visiting the Atlanta area in June 2013. The purpose of their visit was to spend a few months with their son, Ken, who is a PhD student at Emory University. Ken received his Masters Degree from Indiana University in economics and is currently pursuing his PhD in economics at Emory. In addition, Ken is fluent in English. Ken also works part time for the Federal Reserve Bank in Atlanta and as an economics instructor at Emory.

Before his death on June 20, 2013, Jianchang Lu was a civil Engineer in China.

Suffice it to say, the jury will like and respect this wonderful family.

## **LIABILITY OF MR. JOHN BROWN**

**Given the statement of Mr. Tom Jones, included herewith, liability is clear.**

On Thursday, June 20, 2013, at around 8:20 a.m., Jianchang Lu and his wife were pedestrians crossing North Decatur Road.<sup>2</sup> The conditions were favorable and it was daylight. Everyone in the area saw Mr. Lu and his wife crossing the street, except for your insured because he was speeding.

Mr. Tom Jones, the only neutral eyewitness to the entire collision, has provided the enclosed statement. As you can see, Mr. Jones is quite clear that Mr. Brown's excessive speed "played a large role" in this collision.

Mr. Brown's truck struck Mr. Lu at a very high rate of speed. Mr. Lu sustained grave injuries, suffered for quite some time, and ultimately died on the day of this collision. The medical records and Death Certificate are clear that the blunt force trauma injuries sustained during this collision caused Mr. Lu's pain, suffering, and death.

Even if you *assume* that a jury would hold Mr. Lu as much as 20 – 30% responsible for this collision, which we think is exceedingly unlikely given the roadway layout, daylight conditions, and the statement of Mr. Jones, the likely jury verdict *still* exceeds Metro's policy limits by more than \$1,000,000.00.

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<sup>2</sup> Note that there was not a crosswalk for the Lu's to use. Nevertheless, all cars in the area, except your insured's, were able to avoid striking Mr. Lu and his wife.

## DEMAND

In light of the foregoing, I am authorized to accept the full policy limits available from any and all insurance policies held by Metro, or any affiliated or related companies. You have represented the available insurance funds to be xxx Hundred Thousand Dollars (\$xxx,000.00). If this figure is not accurate, this demand is null and void.

This offer to resolve my client's claims will expire on December 23, 2013 at 5:00 p.m. (EST).

Note that newly-enacted O.C.G.A. § 9-11-67.1 does not apply to this action because the injuries and death occurred prior to the date said statute became effective; however, in a gesture of good faith, Plaintiff will attempt to provide Metro the same accommodations allowed by the new law.

Specifically: My clients will release any and all claims against your insured related to this collision and my clients will sign a Limited Liability Release acknowledging the same; the monetary payment shall be \$xxx,000.00 US Dollars (represented to be the full policy limits available to your insured); and, the time period to comply with this demand exceeds thirty (30) days. Next, Metro should note that there are no known medical liens. Finally, we have provided any and all medical records and bills which Metro could possibly need to evaluate this matter.

Please note, this offer to settle is also made pursuant to Southern General Insurance Co. v. Holt, 262 Ga. 267 (1992). As you are undoubtedly aware, Georgia law allows an injured party to make a time-limited demand to the insurer of a party causing an injury, and failure of the insurer to make a timely tender of the amount demanded will render it potentially liable to its insured for the full amount of any excess judgment rendered against that insured, plus potential punitive damages. **This is your opportunity to protect your insured from the likelihood of personal liability for a substantial verdict above and beyond the coverage Metro provides.**

I would respectfully suggest that given the totality of the circumstances, as described above, this is a case that Metro should resolve as offered by my clients. I do not believe that this story will end well for your insured after the jury meets the surviving family of Mr. Lu, learns what this family has been through since the loss of their husband/father, hears about Mr. Lu's injuries and death, and renders a verdict.

We look forward to hearing from you promptly.

Sincerely,

ANDREW E. GOLDNER

Enclosure: medical records, bills, witness statement