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December 22, 20[REDACTED]

VIA ELECTRONIC & REGULAR MAIL

[REDACTED]
McElroy, Deutsch, Mulvaney & Carpenter, LLP
1300 Mount Kemble Avenue
P.O. Box 2075
Morristown, N.J. 07962-2075

Re: [REDACTED]
Docket No.: [REDACTED]
Our File No.: [REDACTED]

Dear [REDACTED]

This is in response to your recent requests for a settlement "demand."

As you know, I have been involved in this case for several years. I am well versed in all the issues and am aware that for many months if not years the insurance companies have had access ~~has had access to~~ all the pertinent information about this case.

With respect to liability, that is set forth in detail in our summary judgment papers and the resulting decision. In short, defendants admit they did nothing to meet their obligation to manage safety on the project. The Court found they did have this obligation. I do not see any serious liability issue at trial and believe there should be a directed verdict in plaintiff's favor.

With respect to damages, this is a catastrophic loss matter. [REDACTED] was only 29 years old at the time of this incident. He has undergone six surgeries including a total hip replacement and has been declared totally disabled. The workers compensation lien alone is in excess of \$625,000. The wage loss claim alone is nearly \$1 million.

For many reasons, this case has the potential for cataclysmic and explosive results. I am mindful that at the end of the summary judgment oral argument, Judge [REDACTED] brought the parties up to his bench to urge defendants to consider the substantial exposure they face in this matter. He informed the

parties the defendants in the matter of *Ceglie v. JGK*, which is similar to this case, could have resolved the case for less than the \$5.8 million dollar jury award which he had just upheld in the motion prior to ours. (this and other similar jury verdict research is attached).

As indicated, the insurance companies have been in possession of all this information for a long time. They are able to access the verdict and settlement data bases just like we are and do not need a demand from us to determine value or make a serious settlement offer. We are hesitant to give a demand because we have no real indication the insurance companies are serious about concluding the case at this time.

As I understand it, the primary policy to cover this loss has limits of \$1 million. This amount would not even cover the "specials" in this case. We will give a demand in this case on the condition that that primary policy first be tendered as an initial settlement offer to the plaintiff. If and when that is done, plaintiff would also agree to mediation should defendant so desire.

Thank you for your attention in this matter.

Very truly yours,



GERALD H. CLARK
For the Firm

GHC:bhs
Enclosures

cc: [REDACTED] Esq. (Via Electronic and Regular Mail)

Settlement Demand Letter.wpd