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BAD FAITH NOTICE

TIMED DEMAND LETTER

This letter requires a response

November 22, 2019

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ZULEMA MALONE
OFFICE MANAGER

TRISH CALLAHAN
Major Loss Adjuster Level V
AIG
Healthcare Malpractice Claims Department
175 Water Street-10th Floor
New York, NY 10038

Attention.: Trish Callahan, Claims Adjuster

Re: Naomi Mondesir (deceased infant)
Your Insured: Harry's Nurses Registry
Date of incident: April 21, 2015
Your File No. 5620754309US

Dear Ms. Callahan:

As a follow up to our telephone conversation and your correspondence dated November 21, 2019, our position regarding this matter remains the same in that the value of the injuries and ultimate death of the infant far exceeds the available insurance coverage and the failure to offer the policy limits demonstrates bad faith on your part and, more importantly, your insured. As we are sure you are aware, the injuries to this innocent baby were horrific and the excruciating pain this child had to endure is not imaginable. The fact that this matter remains pending demonstrates an utter lack of empathy and humanity. It is noted that we received in today's mail appellate papers from your defense counsel. As explained in our previous correspondence we will be seeking to recuparate any costs for engaging in any appellate practice.

It is our intention to accept your policy as settlement of our clients' claims so as to expunge any potential excess personal liability on the part of your insured.

We write this follow up latter to reiterate our good faith position in hope that we may be able to dispose of this matter as expeditiously as possible. We also request that you advise, which we will consider a representation on your part, as to whether your insured have any other valid collectible insurance policies and/or umbrella or excess insurance to cover losses of the type involved in this incident. Further, we demand that you inform your insured that should we obtain a judgment in this matter which exceeds the applicable insurance policy limits, we will look to enforce this judgment and hold your insured personally liable to satisfy the judgment. We would request that you inform your insured that although the insured entity is a corporate entity,

we will seek to enforce the judgment against Harry Dorvilier personally through an action piercing the corporate veil.

As discussed this morning, this case currently is scheduled to appear in Supreme Court Queens County on December 17, 2019. As we discussed we have extended our deadline to respond to our demand until December 17, 2019.

We will currently recommend the plaintiff accept the full limits of your insured's policy by December 17, 2019 in full settlement of this matter. If not offered within that time, the plaintiff will be forced to proceed with the pending action and the costs necessarily incurred. Plaintiff will refuse the tender of the policy after that time with the intention of obtaining a judgment in excess of your policy and of satisfying the judgment against your insured and against your company for your bad faith refusal to tender the policy.

Very truly yours,


WILLIAM G. McCABE

cc:

KAUFMAN , BERGEEST & RYAN, LLP
120 Broadway, 14th Floor
New York, New York 10271
Attention: Jonathan Rubin, Esq.