SAMPLE. Real Ramtek output on a fictional matter. Names, facts and parties are made up. One real insurer name was replaced with a fictional one; otherwise shown as produced, without attorney edits. Not legal advice.

[FIRM NAME]
[Street Address]
[City], Florida [ZIP]
Telephone: [Phone] | Email: [Email]

[DATE]

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND EMAIL

Bayview Property Management LLC
Attn: [Managing Member / Registered Agent]
2200 Bay Street
Tampa, Florida [ZIP]

Coastline Mutual Insurance
Attn: [Claims Adjuster Name], Claims Department
[Street Address]
[City], [State] [ZIP]
[Adjuster Email]

Re: Demand for Settlement and Request for Insurance Disclosure
Our Client: Rosa Jimenez
Insured: Bayview Property Management LLC
Location: Bayview Apartments, 2200 Bay Street, Tampa, Florida
Date of Loss: January 14, 2026
Claim No.: 44-8812-J

FOR SETTLEMENT PURPOSES ONLY. This letter is a settlement communication subject to section 90.408, Florida Statutes.

Dear Sir or Madam:

This firm represents Rosa Jimenez for injuries she suffered on January 14, 2026, when a

defective exterior stair at the Bayview Apartments gave way beneath her. Bayview Property Management LLC ("Bayview") owns and manages the property. Please direct all further communication about this matter to the undersigned, and do not contact Ms. Jimenez directly.

This letter sets out the facts, the basis for Bayview's liability, and Ms. Jimenez's damages. It offers to resolve her claim for $185,000.00, and it asks Coastline Mutual Insurance to disclose its coverage.

STATEMENT OF FACTS

At about 8:00 p.m. on January 14, 2026, Ms. Jimenez was using an exterior stairway at the Bayview Apartments [as a resident / as an invited guest of a resident — CONFIRM]. As she descended, the stair tread, which was cracked, failed underfoot. She reached for the handrail to steady herself. The handrail was loose and did not hold, and she fell.

Ms. Jimenez fractured her left wrist in the fall. She was treated at [FACILITY] and later underwent surgical repair of the wrist on February 2, 2026. She has since [completed / continued] post-operative care and therapy with [PROVIDER(S)].

Bayview knew about this hazard well before Ms. Jimenez fell. Residents complained to the Bayview management office about the condition of this stairway on at least two occasions in 2025, by email dated [DATE] and [DATE]. We have copies of those emails. As far as we are aware, Bayview did not repair the cracked tread, secure the handrail, close the stairway, or post any warning before January 14, 2026.

Ms. Jimenez is a dental hygienist. Her work depends on fine, sustained use of both hands. Because of the fracture and surgery, she could not work for seven weeks.

LIABILITY

Under Florida law, a property owner or possessor owes invited persons two duties. First, it must use reasonable care to maintain the premises in a reasonably safe condition. Second, it must warn of concealed dangers that it knows of, or should know of, and that the invitee cannot discover through ordinary care. [CASE AUTHORITY: Florida decision stating the owner's duties to an invitee.]

A landlord that keeps control of common areas such as exterior stairways must use reasonable

care to keep those areas safe. [CASE AUTHORITY: Florida decision on a landlord's duty over common areas it retains control of.]

[IF MS. JIMENEZ IS A TENANT:] In addition, section 83.51, Florida Statutes, requires a residential landlord to maintain the structural components of the premises in good repair and to comply with applicable building, housing, and health codes. [VERIFY CITATION and applicable subsection.] Applicable building and property maintenance standards also require that stairways and handrails be maintained structurally sound and securely fastened. [VERIFY specific code sections adopted in Tampa / Hillsborough County.]

Bayview breached these duties. A cracked stair tread and a loose handrail are not hidden or fleeting conditions. They are structural defects that develop over time and that any reasonable inspection would reveal. More importantly, Bayview had actual notice. Residents reported the problem to its office in writing twice during 2025. Bayview chose to leave the stairway in service, unrepaired and without any warning. That failure caused Ms. Jimenez's fall and her injuries.

We anticipate any argument that Ms. Jimenez bears fault. That argument has no support. She was using the stairway in the ordinary way it was intended to be used. The handrail, which exists precisely to prevent falls, failed when she relied on it. The written complaints and photographs of the defect will be compelling evidence before a Hillsborough County jury.

DAMAGES

Ms. Jimenez's damages to date are as follows:

1. Past medical expenses: $31,400.00
Including emergency care, surgical repair of the left wrist on February 2, 2026, and post-operative treatment. [ATTACH itemized billing ledger and records.]

2. Past lost wages: $6,800.00
Seven weeks of lost earnings as a dental hygienist. [ATTACH employer wage verification.]

3. Future medical care: [AMOUNT, IF ANY, per treating physician]
[Describe any anticipated therapy, hardware removal, or other care.]

4. Pain, suffering, mental anguish, inconvenience, loss of capacity for the enjoyment of life,

and physical impairment, past and future: $146,800.00

Total settlement demand: $185,000.00

The economic losses alone total $38,200.00 so far. Ms. Jimenez underwent surgery on her dominant [CONFIRM] working hand. She endured a painful recovery, and her return to a profession that demands precise manual dexterity was disrupted. [Describe any residual symptoms, loss of grip strength, or permanency rating, if supported by records.] Her non-economic damages are significant and will be presented to a jury. We are enclosing her medical records and bills, wage documentation, the 2025 resident complaint emails, and photographs of the stairway. [CONFIRM enclosures.]

DEMAND

Ms. Jimenez will resolve all claims against Bayview Property Management LLC arising from the January 14, 2026 incident for $185,000.00. Settlement would be in exchange for a release limited to Bayview and its insurer for this incident. [CONFIRM release scope; Medicare/lien terms.]

To accept, please confirm in writing within thirty (30) days from the date of this letter, by [DATE]. Payment shall be made within [twenty (20)] days after acceptance, by check payable to "[FIRM NAME] Trust Account f/b/o Rosa Jimenez."

REQUEST FOR INSURANCE DISCLOSURE

Under section 627.4137, Florida Statutes, we request that Coastline Mutual Insurance, and any other insurer that may provide coverage to Bayview, provide a sworn statement of an officer or claims manager within thirty (30) days. The statement must include:

1. The name of each insurer.
2. The name of each insured.
3. The limits of liability coverage.
4. A statement of any policy or coverage defense the insurer reasonably believes is available.
5. A copy of each policy, including any excess or umbrella policy.

[VERIFY CITATION and current statutory content requirements.]

PRESERVATION OF EVIDENCE

Bayview is on notice of this claim and of anticipated litigation. It must preserve all evidence relating to the stairway and this incident, including:

1. The stair tread and handrail, and any parts removed or replaced.
2. Photographs and video, including any surveillance footage from January 14, 2026.
3. Incident reports.
4. Resident complaints, emails, and work orders.
5. Inspection, maintenance, and repair records for 2024 through the present.
6. Contracts with any maintenance vendors.

Please do not repair, alter, or discard the stairway or handrail without first giving us written notice and a reasonable opportunity to inspect and document it. If any evidence is lost or altered, we will seek all available remedies, including appropriate sanctions and jury instructions. [CASE AUTHORITY: Florida decision on spoliation remedies.]

CONSEQUENCES OF NON-COMPLIANCE

If we do not receive written acceptance by [DATE], this offer will be withdrawn without further notice. We will then file suit in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida. In that suit, Ms. Jimenez will seek the full measure of her damages, together with taxable costs and interest as permitted by law. She may also serve a proposal for settlement under section 768.79, Florida Statutes, which exposes Bayview to an award of attorney's fees if the judgment exceeds the proposal by the statutory margin.

Any recovery at trial is likely to exceed this demand. Coastline Mutual has the opportunity now to resolve this claim within its policy limits. We trust it will evaluate the claim in good faith and respond promptly.

We look forward to your response.

Sincerely,

[FIRM NAME]

_____

[ATTORNEY NAME], Esq.
Florida Bar No. [NUMBER]
Counsel for Rosa Jimenez

Enclosures: Medical records and itemized bills; wage verification; 2025 resident complaint emails; photographs of stairway [CONFIRM]
cc: Rosa Jimenez (w/o enclosures)

NOTES FOR THE ATTORNEY

- Statute of limitations is 2 years for negligence (Fla. Stat. § 95.11(5)(a), post-HB 837), so calendar January 14, 2028, and confirm against the specific facts.
- HB 837 modified comparative fault (§ 768.81(6)): a plaintiff more than 50% at fault recovers nothing. Confirm the lighting at 8 pm, her footwear, and any distraction before suit.
- Confirm whether she is a tenant, which triggers the § 83.51 duty, or a guest, and delete the bracketed alternative accordingly.
- Medical damages evidence is limited to amounts actually paid or owed under § 768.0427. Confirm the payor source and any letters of protection before relying on billed totals.
- Confirm Bayview's exact legal name and registered agent on Sunbiz, and verify all bracketed citations before sending.

Statutes cited (links open the public text; Ramtek has not checked that each one is current or says what this draft says)
Fla. Stat. § 90.408: https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0000-0099/0090/Sections/0090.408.html
Fla. Stat. § 83.51: https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0000-0099/0083/Sections/0083.51.html
Fla. Stat. § 627.4137: https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0627/Sections/0627.4137.html
Fla. Stat. § 768.79: https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0768/Sections/0768.79.html
Fla. Stat. § 95.11: https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0000-0099/0095/Sections/0095.11.html

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Quality check

Law checked: Florida rules on file were last verified against official sources on 2026-09-26. Laws change; confirm anything that turns on a recent amendment.
Statute lookup (live search of official sources; a lookup, not legal review):
- section 90.408, Florida Statutes: found, current and used as stated
- section 83.51, Florida Statutes: could not be confirmed. Official 2026 text of s. 83.51 not retrieved; search limit reached. Verify the landlord repair duties before relying on it.
- section 627.4137, Florida Statutes: found, current and used as stated
Must-have list for this document: all 6 items present.
- 17 blanks left for you to complete ([FIRM NAME], [ZIP], [DATE], [FACILITY], and more). Nothing was guessed.
- Reviewer: Damages total arithmetic: $31,400 + $6,800 + $146,800 = $185,000 is consistent, but the draft states economic losses as $38,200, which matches; no conflict found there.
- Reviewer: The draft describes the surgery as on her 'dominant' hand with a bracketed [CONFIRM], while the FACTS say only 'left wrist' and do not state hand dominance; the statement that it is her dominant hand is not supported by the FACTS.
- Reviewer: The draft states the stair 'gave way beneath her' and the tread 'failed underfoot,' while the FACTS say only that the tread was cracked; the description of the mechanism is an invented detail.
- Reviewer: The draft says Ms. Jimenez was using the stairway as a 'resident' or 'invited guest' with a CONFIRM bracket, but the FACTS do not state her status; the Florida invitee-duty and § 83.51 discussion rests on that unconfirmed fact.
- Reviewer: The draft asserts a 'Florida decision' authority placeholder for spoliation and for the landlord common-area duty without a supplied case name; these citations are unverified and must be supplied and checked by the attorney.
These checks catch common problems. They do not replace attorney review.