

March 20, 2023

**VIA ELECTRONIC MAIL ONLY**

Michael J. O'Neill, Esq.  
McGregor, Legere & Stevens  
15 Court Square, Suite 660  
Boston, MA 02108

**RE: G.L. c 93A, § 9 Demand Letter / Water Quality**  
Your File No. 3067

Dear Attorney O'Neill:

Preti Flaherty has been engaged by Allied World National Assurance Company to represent Housatonic Water Works Company ("HWWC"). I have reviewed your January 25, 2023 letter to HWWC's President and Treasurer alleging violations of G.L. c. 93A related to water furnished by HWWC to area residents and demanding monetary damages in the amount of \$3,000.00 per client-family and that HWWC furnish each client-family with water filtration systems at no cost. I appreciate your courtesy in granting an extension up to and including March 20, 2023 to provide a written response to your clients' demand. Without waiving the right to contest whether G.L. c. 93A applies to HWWC as a public water supplier, or the sufficiency of your letter as an adequate demand letter under G.L. c. 93A, § 9, HWWC responds as follows.

As you know, c. 93A, § 9 requires that a demand "define the injury suffered and the relief demanded in a manner that provides [HWWC] with an opportunity to review the facts and the law involved...and enables [HWWC] to make a reasonable tender of settlement." See Casavant v. Norwegian Cruise Line Ltd., 460 Mass. 500, 505, 952 N.E.2d 908, 913 (2011) (quotation marks omitted). Your letter asserts that your clients have suffered injuries, harms, and damages arising from HWWC's alleged failure to comply with certain regulations applicable to public water suppliers. The demand raises broad allegations regarding your clients' alleged physical injuries and provides newspaper articles to substantiate these claims. The demand also alleges that your clients are entitled to monetary damages related to the purchase of allegedly undrinkable water, the purchase of bottled water, water filtration systems and filters, installation of wells, and neighboring town laundromat services. Yet, the demand fails to describe what costs were incurred by your clients. Additionally, you broadly assert a decrease in home values related to the allegedly unpotable water but fail to provide any documentation to substantiate this claim. In fact, you have not provided any information describing the harms your clients have suffered on an individual basis.

PRETI FLAHERTY

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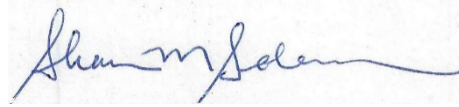
Although HWWC is not required to tender a reasonable offer of settlement in response to a purported c. 93A demand, we would appreciate an opportunity to review appropriate documentation pertaining to your individual clients in lieu of the area news and articles attached to the demand. As you know, local and social media pertaining to the Housatonic area is ripe with discussion of HWWC. Accordingly, you must appreciate that we cannot confidently rely upon the media articles submitted with your demand letter to evaluate the veracity and extent of your clients' claims. HWWC cannot be expected to consider a "reasonable" tender of settlement without an opportunity to review *any* information pertaining to your clients' individual circumstances.

Further, the claims made against HWWC span multiple geographic locations and a time period of "years", and implicate complicated environmental, water treatment, and medical issues. Given the nature and scope of the allegations made, we have not had the opportunity to fully and reasonably assess HWWC's liability as asserted in your letter. We are currently in the process of investigating your claims in good faith to determine liability. However, as noted above, you have produced no evidence from which we can assess HWWC's liability for the harms allegedly suffered by your individual clients.

Please provide for our review and consideration any and all receipts, medical records, medical bills, or other documentation supporting the damages claimed. Such documentation is reasonably necessary to our ongoing assessment of HWWC's potential liability to your clients.

Please feel free to contact me with any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Shana M. Solomon", written over a light blue grid background.

Shana M. Solomon

SMS/