

DON'T WRECK YOUR FLORIDA AUTO ACCIDENT CASE



*The Essential Guide to Read Before You Call a Lawyer
or the Insurance Company About Your Florida Auto
Accident Case*

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This book is dedicated to my personal Lord and Savior, Jesus Christ, my beautiful wife, Madelin, our children and grandchildren, without whose unconditional love nothing would be possible.

Do you Know...

How to Protect Yourself and Your Family from Florida Uninsured Drivers?

Do you Know...

Why You Cannot Trust Most Lawyer Advertising on TV, on Billboards or on Social Media?

Do you Know...

What You Shouldn't Say to An Insurance Claims Adjuster After An Auto Accident?

Do you Know...

What Steps You Should Follow to Hire the Best Personal Injury Attorney for Your Case?

Do you Know...

What Really Happens During a Personal Injury Case?

If you answered “no” to any of these questions, you need to read this book. It will take you less than an hour to read from cover to cover, and this book will provide you the answers to each of these questions, and much more. You owe it to yourself and to your family that take the time to become informed about your legal rights in the event you are injured in an auto accident.



Introduction

Why is it that there are hundreds of TV ads by attorneys, hundreds of car accident websites and social media ads by lawyers and law firms, thousands of billboards by personal injury attorneys who claim to be able to get you millions of dollars, but yet it is so difficult for a consumer to obtain useful information about his or her legal rights when injured in an auto accident? This lack of useful public information is what convinced me to write this book, in a way that any consumer could understand and easily follow when making one of the most important decisions of their life -- hiring an attorney for their personal injury claim.

By the time you finish reading this book, I hope to have provided you with straight answers to the most commonly asked questions by people like you who have been injured in a motor vehicle accident or who simply wish to protect themselves and their families in case they are injured in an accident.

I also hope to provide you with a candid, inside look at attorney advertising, and why you shouldn't simply choose the attorney with the biggest or most colorful Advertisement to represent your interests at one of the most critical moments of your life. This leads me to the first, and most important myth:

Myth: Lawyers with large billboards or expensive TV commercials must be excellent lawyers and super successful, otherwise they couldn't afford those expensive ads.

Truth: Most attorneys that run expensive TV commercials, that have expensive social campaigns and hundreds of billboards run what I call auto accident mills. They generate a large volume of cases through these costly ads, hoping to make quick money from settling each case by accepting the first (and usually the lowest) offer made by the insurance company, using secretaries, paralegals or legal assistants to handle just about every aspect of your case, and the only time you see a lawyer is in those colorful and expensive billboards and social media campaigns.

There will be more reasons why you cannot trust more lawyer advertising later in this book. However, I wanted to dispel this important myth right up front, just in case you were about to hire an attorney based solely on their ad. You owe it to yourself to learn more about the personal injury claims process, and how to hire the right attorney for your individual case so you can get the best results and maximize your total recovery.

While I can't guarantee you absolute success in finding the right lawyer for your case, I can guarantee that you will not waste your time reading this book. If you apply my suggestions in this book, you will greatly increase the likelihood of finding the right lawyer for your case.



CHAPTER 1

Who Wrote This Book and Why Should I Listen?

My name is Omar Arcia and the entire time I have been practicing attorney in the State of Florida I have represented individuals in civil proceedings — almost 30 years! Currently, the majority of my practice is dedicated to representing people like you and auto accident, personal injury and medical malpractice cases. If you're looking for a criminal defense attorney, a divorce attorney, or someone to prepare your will, I personally won't be able to help you. I will gladly provide you with the name of other highly qualified and experienced attorneys in your area who may be able to help you with your situation. You can find out more about me and my qualifications right now on my website www.arcialawoffice.com. I constantly update my website with articles and other items of interest sent to all clients and friends on our mailing list.

I run a firm that takes on fewer cases than other firms for a very important reason -- to dedicate more time to each client and their case. My Firm represents individuals throughout the State of Florida in personal injury, auto accident and medical malpractice matters. Our main office is located in Broward County, Florida, but we will be glad to meet with you at your home, work or even at the hospital, personally or virtually from Pensacola to Key West. I'm assuming that you are either someone that has been in a motor vehicle accident and is looking for the right attorney for your case, need information on how to properly handle questions from an insurance agent, or someone who wants to be fully informed in case you are involved in an accident with injuries. I thank you for reading this book and empowering yourself with knowledge. In my opinion the useful information I provide throughout this book will help you evaluate many different aspects of your personal injury case that you may not have thought about, as well as the attorney you may choose to handle your case.

You may determine after reading this book that you may not even need an attorney to resolve your Florida auto accident case.

That sounds like a pretty sobering and shocking statement coming from an attorney doesn't it? I just think you should have the information in this book at your disposal free of charge and without any pressure before you call an attorney or talk to an insurance adjuster about your case.

We're very different.

Most attorneys require that you schedule an appointment with them, before they provide you with some of the information contained in this book. Frankly many attorneys don't want you to have access to the information contained in this book.

Very early on in my practice I realized that personal service and honesty are the keys to maintaining excellent client relations, and obtaining the best results for my clients. For that reason, your case will be personally handled by me, or another attorney -- not a secretary or a paralegal. You will also be advised of everything that develops in your case as it happens. I send my clients a copy of every document we file or receive in their case, and a copy of every letter written or received regarding their case. In other words, I definitely do not run an auto accident "Mill," and have no interest in my Firm ever becoming one.

You will not receive any legal advice in this book.

Personal injury cases are aggressively defended by insurance companies. The resources an insurance defendant has to fight a case are practically endless. Insurance companies don't settle cases until you demonstrate to them that you have the facts, the expert witnesses, the resources and the attorney who is going to consistently beat them in court.

I know how to combat defenses that insurance companies usually raise in auto accident claims in the State of Florida. I know how to prepare your case for trial, and I know how to present your case before a jury. However, let's get something clear up front.

I cannot and will not give you any legal advice in this book.

I can offer some valuable and useful suggestions and point out some critical pitfalls you should avoid to win your battle against insurance companies. Please do not take anything I say in this book as legal advice, until you have agreed to hire me to represent you in your case and I have agreed in writing to accept that representation.



CHAPTER 2

What Will Happen During My Auto Accident or Personal Injury Case?

First of all, every case is different, with different parties and different facts. However, there are some aspects of every personal injury case that are universal.

Let's start with the terminology. What makes a personal injury case? Not everyone understands exactly what this means, even though we hear commercials on TV all the time offering to assist you with your personal injury case.

An auto accident or personal injury case is one in which someone else's recklessness or carelessness causes someone to be injured in connection with a motor vehicle accident. This could involve a car, truck, motorcycle, or any other vehicle. There is no personal injury case if only your vehicle has been damaged as a result of the accident. This is simply known as a property damage claim. In that case, either your insurance, the insurance of the party responsible for the accident or both will pay for all the repairs to your vehicle and the other vehicle involved. My firm does not handle those types of cases, but we can refer you to qualified attorneys in your area that can assist you with a property damage claim. Call us and we can point you in the right direction.

A wrongful death case is one in which someone's carelessness or negligence has caused the death of another. A wrongful death case is not limited to just auto accidents, but can arise from any situation in which a death is caused by someone else's carelessness. These types of cases require an attorney who is aware of and understands Florida's wrongful death laws. Complete legal books have been written just on this highly specialized practice area. I am well aware of all the latest changes in Florida's wrongful death laws, and I do accept wrongful death cases assuming they meet the other selection criteria outlined later in this book.

I have a personal injury, auto accident or wrongful death case, now what?

Unlike what you see on TV, before I run into court and present your case to a jury, many steps will generally take place in a personal injury case. I'm always amused at how on TV, the attorneys and their clients are in front of a judge our jury the same day they signed up the case or the day after. Don't believe everything you see on TV, on billboards, or social media about the legal system — most of it is glamorized for entertainment purposes.

First and foremost, we gather all the documents related to your case from medical providers, paramedics, and the police authorities at the scene of the accident. We place your insurance company and the insurance company of the other party on notice of the claim. Then we obtain and analyze all the coverage information from your insurance company and the insurance company of the person who caused the accident. We interview any witnesses, obtain photos of the accident, obtain photos of the scene and complete a full investigation of the incident. We speak to your physician about your injuries and review his or her reports and medical records usually with medical experts. Then, I prepare and send a formal professional demand package to the insurance company and the person responsible for the accident in an attempt to resolve the case before filing a lawsuit. We may also send a demand letter package to **your insurance company** if the person who caused the accident is **uninsured or underinsured** to cover the costs of your injuries.

Every personal injury lawsuit in Florida begins with a complaint against a person who caused the accident, his or her insurance company, or both. From the time a lawsuit is filed to the time a case is tried before a jury can last on average between 12 to 18 months. During that time, we obtain additional information from the defendant and any other witnesses through a process known as discovery. Through this process, each party is allowed to investigate what the other side is going to say at trial. The defendant will be allowed to access your medical and work history, including your personal and, if applicable, business income records. You will most likely give a deposition (a question and answer session) under oath, and you may be required you may be required to submit to one or more medical examinations by a physician hired by the defendant to determine the legitimacy of your injuries and claims. The defendant is also subject to discovery. He or she will answer written and oral questions about his or her own background and will be required to give sworn testimony about the incident at issue. Once satisfied that I have obtained all the information needed to effectively present our client's case to a jury, I go to court and ask the judge to set a trial date.

Prior to the trial, however, the parties will most likely attempt to settle or resolve the case through a process called mediation. This process involves a neutral mediator (usually an attorney or a retired judge), who hears both sides of the case, and assists the parties and their attorneys to reach an out of court settlement. If the parties cannot agree to settle, the case will usually be presented before a jury. The length of the trial will depend on the complexity of the case, the number of witnesses, number of documents, and a series of other factors. Regardless of the outcome of the trial, either side has the right to appeal the jury's final decision or elements of the trial process itself. If neither party appeals the decision, within 30 days the decision becomes final, and the case is over.



CHAPTER 3

What My Firm Will Do For You During Your Personal Injury, Auto Accident or Wrongful Death Case?

As stated earlier, every case is different, and we may not need to perform some of the listed items in your case before reaching a resolution. The following is a list of tasks we generally perform on behalf of our clients during the course of their case:

- The client will have an initial meeting with an attorney from our Firm, not a secretary or paralegal;
- Our staff will gather all documents and information including medical bills, police reports, and medical records;
- Closely review the client's own insurance policy to determine whether there is coverage to pay for the client's medical expenses, vehicle repairs, rental car expenses, and other out of pocket costs;
- Attorneys and investigative staff interview all witnesses on the scene of the accident, and collect all other documents including photos of the scene, and of the damaged vehicle;
- Request all insurance information from your insurance company and the insurance company of the party that caused the accident;
- Coordinate with medical experts for preparation of a report detailing the client's permanent injuries caused by the auto accident;
- Determine whether any of the funds advanced by your insurance carrier will have to be repaid from your recovery;

- Research and analyze any specific legal issues involved in the case interview all treating physicians and therapists to understand the client's injuries and condition, and obtain any reports prepared by these medical professionals;
- Analyze and organize any medical or other liens which could reduce your total recovery;
- Prepare a formal and professional demand package for the insurance company that we will use to negotiate the best settlement offer for your case **before** filing a lawsuit;
- If no pre-suit settlement can be reached despite our best efforts, we prepare and file a lawsuit;
- Prepare all discovery for your case including written questions and answers, requests for written admissions, and request for additional documents from the defendant and medical experts;
- Conduct depositions of the defendant, defendant's trial witnesses and experts
- Organize and produce to the defendant's attorney(s) all necessary information related to your claims such as medical records, accident reports, and photos;
- Attend any and all necessary court hearings to ensure that the defendant provided all information we requested;
- Fully prepare client for any depositions requested by the defendant or the insurance company;
- Assist the client with the preparation of responses to any requests for documents or information requested by the defendant or the defendant's insurance carrier;
- Request that a trial be set by the judge;
- Prepare all documents and witnesses for trial;
- Schedule a pre-trial mediation in a final attempt to settle the case before trial, and prepare a detailed mediation statement for the mediator and settlement package;

- Prepare the client for and attend the mediation;
- Prepare file and argue any necessary pretrial motions to reduce the element of surprise during the trial;
- Conduct a trial on the case before a judge and jury; and
- Review the verdict with the client and assist the client in making determinations on how to proceed if an appeal is necessary

I hope this provides you a better understanding of our detailed commitment to our clients, and the numerous steps we take in just about every case to ensure our clients have the best possible representation in their auto accident, personal injury or wrongful death cases.

Even if you choose not to hire my Firm, we welcome you to use this checklist to make sure that your auto accident attorney is taking the correct and timely steps toward a final and complete resolution of your case. If the attorney you hire is not taking these steps in a timely basis or refuses to take these measures in pursuing your best interests, you always have the right in the State of Florida to terminate your attorney immediately **for any reason**. Do not ever feel that just because you sign a formal retainer agreement with an attorney you cannot fire that attorney and hire a new one. However, you should be aware that in certain cases, your original attorney may be entitled to fees for time he or she may have spent on your case, and any reasonable costs advanced in your favor.



CHAPTER 4

Common Insurance Company Myths They Don't Want You to Believe

The moment you are injured in a motor vehicle accident, a battle between you and the insurance company begins.

Be prepared and be well represented!

Through very shady tactics, insurance companies have declared war on injured people and their attorneys. The media is being used extensively by insurance companies to influence public opinion. Television, and radio ads have a tremendous effect on juries and their perception of insurance companies. If you have watched recent television ads for insurance companies, you will notice a blatant attempt by the insurance company industry to “soften” their public perception using warm, friendly slogans, cartoon characters, well-liked celebrities and even talking animals! Because insurance companies have been so successful in changing the minds of potential jurors, these companies may not offer fair settlements until you prove to them that you are ready, willing and able to go to trial with the facts on your side and win. Some insurance companies will not offer a penny to settle the case because they feel so confident they can win at trial.

The following are just some of the myths created by the insurance companies that most people have come to believe and accept:

Myth: Since I paid all my insurance premiums, the insurance company will definitely have my best interest in mind if I'm ever involved in a car accident.

Truth: Insurance companies are businesses, and the primary concern of any business is the bottom line. Representatives of insurance companies look out for the best interests of their owners or shareholders not your best interests. They attempt to settle each case for the absolute minimum, so they can retain the greatest amount of profit for their shareholders.

Myth: If I contact my insurance company directly and try to resolve my auto accident case openly and honestly on my own, they will pay me more money because insurance companies don't like attorneys.

Truth: Insurance companies don't like attorneys because we know our client's rights and defend those rights at a significant expense to the insurance industry. The insurance industry's own statistics demonstrate that it costs an insurance company an average of \$9,000 more per claim when an attorney represents the injured person. The truth is that you should never attempt to settle a personal injury claim without at least consulting with an attorney. I never charge a fee for meeting with injured people and answering all their questions so they can make a fully informed decision whether to hire an attorney or settle the case on their own.

If you openly discuss your auto accident case with the insurance company or provide a sworn statement without first consulting with an attorney, the insurance adjuster can use anything you say against you in future proceedings to justify a reduction in your final recovery. They may even convince you to sign a release of your personal injury claim in exchange for a promise to "take care" of the property damage to your vehicle. Do not sign anything until you've spoken to a qualified auto accident attorney.

Myth: Claims are settled faster when a lawyer is not involved.

Truth: It all depends on the case. We have resolved some cases days after we submitted a demand on behalf of a client, and some take longer. If your top priority is settling your case as fast as possible regardless of whether the amount offered by the insurance company is adequate to compensate you for your injuries, then by all means deal with the insurance company adjuster directly and settle your case for whatever you can get.

However, you really need to think about this. Your medical bills, car repairs and other immediate expenses are taken care of by your own insurance carrier's personal injury protection (PIP) insurance. Speed of settlement should never be your primary concern, but instead, you should focus on adequate compensation for your injuries. Delaying settlement of your case can sometimes be in your best interest, because it may take some time to complete a full diagnosis of your injuries and rehabilitate those injuries. Generally speaking, the greater the injuries and the greater the medical expenses the greater your fair and equitable recovery. If you choose to settle the case faster in order to avoid hiring an attorney, your recovery may be far less than if you have well documented injuries and damages.

Myth: Lawyers charge a percentage of their recovery plus expenses, but if you settle with the insurance company, you keep the entire amount.

Truth: The percentage a lawyer is entitled to charge for recovery in a personal injury case is limited by guidelines determined to be fair and reasonable by the Florida Bar. We always work with our clients to ensure that they obtain the maximum recovery possible many times waiving some expenses. However, what insurance companies won't tell you is that in some instances, you must pay a portion of what you get from the insurance company back to another insurance company. You may also have to repay some of your recovery back to the government or medical providers for medical services you may have received.

Myth: I can negotiate my settlement with the insurance company first and then hire an attorney and insist that his or her fee be based only on the amount recovered above the offer already made by the insurance company.

Truth: This is actually one of the most detrimental steps you can take in negotiating your own personal injury claim with the insurance company. Once an insurance company makes an offer, it is based on information they have already gathered against you from your documents you have provided or statements you have made. If you hire an attorney, the insurance company may and will withdraw or reduce its previous offer in an attempt to force you to accept a settlement. For this reason, our Firm does not accept any cases in which the client has already negotiated with and obtained an offer from the insurance company.

Ironically, many of these myths are straight out of a letter sent by an insurance company who shall remain unnamed to injured parties after an accident entitled **“Do I really need to hire an attorney?”** The end result of this letter is that thousands of people injured in auto accidents attempt to settle claims on their own without consulting an attorney, and in doing so, drastically reduced their recovery to the insurance companies' ultimate benefit.

Does that sound fair to you?

I warned you earlier about shady tactics regularly used by insurance companies. By reading this book you have already taken a huge step towards educating yourself on the truth behind insurance company promises. Don't fall victim to these promises, and seek the assistance of an attorney when you have been injured in an accident.

Let me make this really simple for you...

If an insurance adjuster calls you after an auto accident or visits you at the scene of the accident, tell them you'll be happy to speak to them after you speak with your attorney.



CHAPTER 5

7 Easy Steps to Hire the Best Personal Injury Attorney for Your Case

Choosing the best personal injury attorney for your personal injury case is a very important decision, but it is also a very difficult and overwhelming decision. Most people become so frustrated with the number of attorney ads and the lack of information they have to make the decision, that they eventually choose the attorney with the largest billboard, the most frequently repeated television commercial, or the most prominent social media presence. **What a critical mistake!** Would you choose a medical doctor that is going to operate on you based on which one has the largest billboard or looks better on TV? **Of course not!** Why is your personal injury case any less important that you would leave your decision to choose an attorney to pure chance?

The following list is a step-by-step guide that we recommend you follow during your process of choosing an attorney. Not every attorney will meet all of the following criteria, but if most of these are missing, it should be a huge red flag for you in your decision making process.

1. First of all, ask your attorney if he or she is licensed in the state where your case will be filed. This is a preliminary question that must be asked. We believe that if an attorney is not licensed in the state where the case will be filed that's a major disadvantage when it comes to negotiating with the insurance company. The insurance companies can easily find out who is not licensed and those attorneys cannot actually file or much less try the case. Believe it or not, there are many attorneys in Florida who are not licensed to practice in Florida, but are serving as runners for other attorneys that operate auto accident "Mills."

2. Experience. Ask the attorney how long he or she has been practicing law, and how much of that time has been dedicated to civil litigation? Obviously, the longer you have been practicing a particular area of the law the more you will know about practice and procedure in that area. Also ask the attorney how many cases he or she has actually tried before a jury. Has he or she achieved any significant verdicts or settlements for his or her clients in the last five years? Ask about those cases in detail. Simply stated, the greater the number of cases actually tried and substantial verdicts and settlements achieved, the more the insurance companies will respect you when you present your claim through that Attorney.

I believe that experience is a big factor in most cases, and if the attorney with whom you are speaking does not practice personal injury law, thank them for their time and move on to the next name on your list.

3. Membership in prominent trial lawyer associations. Ask the attorney if he or she is an active member of the Florida Justice Association (“FJA”). If he or she tells you that he or she is or has been a member of the Academy of Florida Trial Lawyers that should be a red flag indicator that the attorney is not an active member, because the Academy of Florida Trial Lawyers no longer exists. The FJA provides extensive education and networking for trial attorneys who handle personal injury cases. Membership and participation in the FJA allows attorneys to obtain the latest information on laws affecting the personal injury industry, deposition transcripts, critical information about insurance industry expert witnesses, verdict reports, educational seminars, training and much more. Why would you hire an attorney that is not active in a prominent trial lawyer association?
4. Ask your attorney if he or she is licensed to practice before your local federal court. From time to time there are accidents between Florida residents and residents of another state. When this happens, your case will be presented in federal court due to a legal principle known as “diversity of citizenship.” If your attorney is not admitted to practicing at your local federal court, he cannot represent you in your personal injury case. In order to practice before a federal court, attorneys generally must take an admissions exam, which requires that lawyer to be very familiar with trial procedures and the local rules of federal courts. An attorney admitted to federal practice, therefore, has a different level of expertise, which will greatly assist that attorney in fully evaluating and presenting your case.

5. Ask your attorney how he or she will keep you informed about the progress of the case. In our practice, we generally send a copy via e-mail of every piece of correspondence and court document in the case to the client. We also take time to explain the pace of the case and in what time frames the client can expect activity to take place. The client is invited to call or e-mail us anytime. We try to return every call within 24 hours, except weekends. I choose to live a balanced life and my weekends belong to my faith and my family. You are always invited to make an appointment to come into our office at a time when it is convenient for you.
6. Ask who will actually be working on your case, and get their direct telephone line, if possible. Many personal injury mills commonly handle client matters through their paralegals, secretaries or other staff members. Many times you may never see or even speak to the attorney shown in that large billboard ad or television commercial even when the matter is settled. If you're hiring an attorney because of his or her trial skills, make sure that particular attorney is actually going to be trying your case for you.
7. Make sure that your retainer agreement is fair, legal and authorized by the Florida Bar. After your attorney has answered questions one through 6 to your satisfaction, he or she will most likely present you with a contingency fee agreement. Take your time with this. You are not required to sign this agreement on the spot and even if you do, you have three business days to cancel it without incurring any fees whatsoever.

Your attorney must also present you with an agreement called the Statement of Clients' Rights. In the resources section at the end of this book, I have attached a sample Authority to Represent and Contingency Fee Agreement and a sample Statement of Clients' Rights that we present to our clients, and which I believe to be fair and legal. It is modeled after the Florida Bar professional and ethical guidelines. Make sure that the Contingency Fee Agreement and Statement of Clients' Rights you receive from any attorney you visit is very similar to the sample agreements contained in this book. If they are not, request that your attorney present you with a proper Statement of Clients' Rights and Contingency Fee Agreement. If the attorney refuses, thank him or her for their time and set up an appointment with another attorney on your list.

After you have signed your agreement, stay in close contact with your attorney. As they say, "grease gets the squeaky wheel." If you show interest in the proper resolution of your case, so will your attorney. At my Firm, I update my clients regularly on the status of their case via e-mail, phone conference, correspondence, via Zoom or face-to-face meetings. I believe that it is not the client's responsibility to ensure that his or her attorney works towards the proper resolution of the case, but the other way around.



CHAPTER 6

What Does No Fee If No Recovery Actually Mean?

Generally, no fee if no recovery means that you will not have to pay any attorneys' fees or costs to your attorney if your personal injury case is not settled or otherwise resolved in your favor. However, this does not mean that there will be no fees or costs at all to the client. There are significant costs involved in every personal injury case, like filing fees, photocopy expenses, expert witness fees, nursing review fees, postage costs, obtaining medical and other records, court costs, all of which are generally advanced by the attorney during the course of a personal injury or auto accident case.

Once the case is settled or a successful verdict is obtained, the client will remain responsible for these costs, the agreed upon percentage of attorneys' fees, and any existing medical liens placed by healthcare providers. These fees and costs will be deducted from the final recovery, which you should have an opportunity to review and approve before it is distributed. Also, always ask to see a final settlement statement before your attorney issues any settlement check.



CHAPTER 7

How to Protect Yourself and Your Family from Florida's Uninsured or Underinsured drivers

What would you do if you were severely injured, or lost a family member in an automobile accident only to find out that the driver who hurt you had no insurance? Florida, like many states, only requires drivers to have a minimum \$10,000 of automobile insurance. It should not surprise you to learn that many drivers on the road today opt to have the absolute minimum insurance or violate the law and have no insurance at all. They simply don't care if they hurt you or your family. Here's how you can protect yourself.

Review your own automobile insurance policy. You will find a declarations page which lists the coverage types and limits you have along with the premiums you are paying for each item. Take a moment and review the sample declarations page in the resources section at the end of this book. If you cannot find your insurance declarations page, call your agent and get him or her to send you a copy right away. The two most important items on that page are the limits of your liability coverage (section A in the sample) and the uninsured/underinsured motorist coverage (section B in the sample). It will usually say something like \$25,000/\$50,000, or \$100,000/\$300,000. The first number is the amount of coverage for one person in the accident, and the second number is the amount of total coverage for all injured parties in any given accident. For example, if you are the only injured party and the liability coverage is \$100,000/\$300,000, then the insurance company of the person that caused the accident would only be responsible for \$100,000 of your damages. If other people in your vehicle are injured then the maximum joint recovery from the insurance company by the injured individuals would only be \$300,000.

Liability coverage is the amount of money your insurance company would pay in the event that you cause injury to another person. This coverage protects your personal assets. We recommend that your liability coverage be at least \$100,000/\$300,000. Due to rising medical costs, a moderate collision can cause injuries in excess of \$100,000. Incredibly, some people carry coverage in amounts less than \$100,000. Call your insurance agent today. You may be surprised to learn that the cost of increasing your liability coverage to \$100,000/\$300,000 is only a few more dollars per month. It is under the liability clause of your policy that your insurance company will also provide you with a lawyer to defend against a claim brought against you by another person. This defense will be provided at the expense of the insurance company if you have sufficient coverage. If your coverage limit is too low, your responsibility to a defense lawyer may exceed that which is covered by your insurance company.

Underinsured or uninsured motorist coverage (“UM”) is even more important. See section B in the sample section at the end of this book. UM coverage protects you in the event the person who causes your injuries has insufficient or no liability coverage on his or her vehicle. You should have UM coverage at least in the same amount as your liability coverage. For example, if your liability coverage is \$100,000/\$300,000 then your UM coverage should be at least \$100,000/\$300,000. The peace of mind this will provide you and your family is priceless.

This is how UM works. If you have uninsured or underinsured coverage in the amount of \$100,000/\$300,000, and someone with \$25,000 of coverage seriously injures you and other members of your family in an accident, their policy would pay the first \$25,000, and then your UM policy would pay the next \$275,000 to provide you with complete coverage of \$300,000.

In short, liability and UM coverage of at least \$100,000/\$300,000 each is the best way for you and your family to protect yourselves against irresponsible, uninsured or underinsured Florida drivers. Call your agent today and upgrade your UM coverage to at least \$100,000/\$300,000, if you have not already done so. It could be one of the most important decisions you make today for you and your family.



CHAPTER 8

Why You Cannot Trust Most Television, Billboard and Social Media Attorney Advertising

Some people put more time and effort into buying a couch or a television than into choosing the right lawyer to represent them at one of the most important times in their lives. When they need a lawyer, they quickly turn to the Internet, television, billboard ads or social media, they search under “personal injury attorney,” and then call the first name that pops up. I guess they mistakenly think that a lawyer is a lawyer is a lawyer. Others call the number displayed on a television ad because the ad happens to relate to a legal problem you may be experiencing. Most television, online, billboard and social media advertising is downright disturbing. The following are just some of the reasons why you simply cannot trust most television, billboard and social media lawyer advertising.

First, there's no way for consumers seeking legal services to distinguish one lawyer from another just by looking at these ads. The ads generally do not provide any meaningful or useful information, because of space and time restrictions. Not all lawyers have the same experience, but you simply can't tell from the ads. The full-page ads or well scripted television commercials are not necessarily signs of success. More frequently than not, they are a clear indicator of the auto accident “mills” I warned you about earlier.

Some lawyers that mass-advertise for personal injury and medical malpractice cases may have never even gone to trial. Also, a lawyer that may be good for your divorce or bankruptcy, may not necessarily be competent to handle your personal injury case.

The lawyer pictured in the billboard, social media or television ad may not even be the lawyer that you that will actually handle your case. Instead, they may simply

refer your case to other lawyers in exchange for a hefty, undeserved referral fee. Even worse, some personal injury “mills” routinely allow their secretaries and paralegals to handle most aspects of your case.

Also, some billboard, social media and television ads are in very poor taste and make lawyers look bad. It is no wonder that lawyers are given titles like ambulance chasers and other distasteful names. Recent surveys have confirmed that people have a poor view of lawyers primarily because of the lawyer advertising they see. This also includes potential jury members who may be negatively impacted by the distasteful lawyer ads they see. Think about it -- some of these potential jurors may end up being members of a jury evaluating your case. Would you place your personal injury case in the hands of an attorney that appears on late night television waving his arms and screaming about how they can help you recover big cash for your injuries?

Another reason not to trust all attorney advertising you read is that some of these ads create unjustified expectations. If other lawyers are advertising no court or most settlements in less than 60 days, then our clients reading those ads ask me why I can't deliver those same results to them. Quite simply these ads containing unjustified promises are unrealistic and unethical.

Be wary of any ads that make any kind of promise of benefits or suggestion about the result and attorney can achieve in your case.

It is impossible and unethical for any attorney to predict the outcome of your case without thorough knowledge of the facts and the law pertaining to that case.

Billboard ads, television ads and even social media now have lawyer referral services. The truth is that lawyers generally pay to be on these lists, and with most of these services, **there is no screening process** to determine if the lawyer has any experience whatsoever handling personal injury or auto accident cases. The check they send to be included in the listing or referral service every month may be that attorney's only qualification.

Lawyer hotlines are not any better means of helping you find the right lawyer for your case. In most cases, when you call a lawyer hotline, your call is routed through a call center which randomly transfers your call to the next attorney on the list. In other cases, attorneys have simply purchased exclusive territories for these numbers, and you may be calling just another auto accident “mill.”

How do you even get started looking for the right attorney for your personal injury case?

We can't change the way other lawyers advertise, but these are some suggestions on how you can get started looking for the right attorney for your personal injury case.

Rather than taking your chances on a billboard, television, Internet or social media ad that provides no useful information, **do you personally know any lawyers in your area?** Call them and ask for a referral to an experienced personal injury or auto accident lawyer they know and trust. If not, **call a friend or a family member** and ask them for a referral to an accident or personal injury attorney, with whom they've had a positive experience in the past.

You can also search the Internet, but be very specific in practice area and geographical area. If you just type "personal injury attorney" you will literally get thousands of results, many of which are not even in your area or state, and many of which paid extra to place higher on generic searches. Instead, type "Experienced Broward County personal injury attorney," or "Miami-Dade county auto accident lawyer" for better results and choose several attorneys that practice personal injury law in your area.

When you contact an attorney, demand to meet in person or via Zoom, and go through the seven steps to hiring the best personal injury attorney for your case outlined previously in this book.

Now here's the real test...

At the end of your meeting, ask that attorney to refer you to at least two other experienced attorneys that also handle personal injury and auto accident cases as a principal part of their practice. Set up these appointments and go through the seven steps each time.

Sounds like work doesn't it? It should be work, because...

Hiring the right personal injury attorney for your case is one of the most important decisions of your life.

After all, this is not like finding the best lawn maintenance guy or buying a sofa. Use the tools and suggestions contained in this book, put in the time and effort of meeting with several potential candidates, and you will greatly increase your odds of finding the best personal injury attorney for your case, and maximizing the amount of your recovery.

If you don't know any attorneys to call for a referral, or if none of your friends or family members can provide you a good referral, call me at 954-362-5830. If I can't represent you in your personal injury case, I know many lawyers in the area who practice many different specialties, and can usually point you in the right direction. I will provide you with several names, you can set up a face to face meeting, and follow the seven steps each time.

The big difference between what you know now and what you knew when you started reading this book is that now you have a systematic way to increase your odds of finding the right lawyer for your case, as opposed to taking your chances on an attorney based solely on a television, billboard, or social media ad or commercial.

CHAPTER 9

Why Should You Hire The Arcia Law Office to Handle Your Personal Injury Case

As I said at the beginning of this book, we're very different. The fact that I gave you all the information contained in this book free of charge and without any pressure shows you that we're very different. Go on your computer right now and search how many other law firms are offering all the information contained in this book, free of charge. Bottom line... I want to make you an educated consumer when it comes to selecting the right attorney for your personal injury case.

I don't run a high volume or personal injury mill practice, and I never will. I carefully select the cases that I believe I can effectively handle based on certain criteria and our current case volume. I have no interest in managing hundreds of cases at one time, because ultimately the client does not receive my personal attention. Many of the personal injury mill attorneys advertise aggressively, and have so many small personal injury cases, sometimes thousands of cases. It is impossible for any of these cases to receive any semblance of personal attention from the attorney in the ad, that is of course, if the attorney in the ad even works on your case.

Many of these attorneys have no intention of taking your case to trial. Insurance companies are well aware of this and are less likely to settle cases with these attorneys for fair or reasonable value. Insurance companies know these attorneys don't pose a realistic threat to them at trial. When a settlement cannot be reached with the insurance company or is not accepted by a client, many of these attorneys simply refer the case to another attorney for trial. This is contrary to everything my Firm stands for.

Do you want to be a valued client or just a number?

Our clients get excellent personal attention in every aspect of their case. I actually enjoy the personal contact I have with my clients, and I take time to explain every aspect of the case to him to them. My clients meet with their attorney when they come to my office, not with secretaries or paralegals. Together we make decisions as a team on how to proceed with critical elements of their case. My clients can reach my office 24 hours per day, seven days per week, by calling 954-362-5830. If my clients have any questions about their case, they can contact me via e-mail or telephone and they usually have an answer from me within 48 hours, if not sooner.

If your case cannot be settled before trial, I take your case to trial period I do not refer cases out for trial by another attorney. I don't believe that's in the best interest of my clients, because I know their case best in short my clients come first period that's why we're very different, and why you should hire my firm for your personal injury or auto accident case if your case meets my selection criteria. If your case does not meet the selection criteria listed in the next section, call me anyway, and I will do my best to point you in the right direction to an attorney that can help you.

I do not accept every personal injury or auto accident case.

I would like to help every client that comes to us seeking assistance with their auto accident or personal injury case. However, as I stated earlier, I like to concentrate my efforts on personal client service and increasing the value of good cases, not pursuing those cases with the least chance of a fair and equitable recovery. The only way I can do this is by declining some cases that do not meet our selection criteria.

Generally, I do not accept the following types of cases:

Cases that involve only minor impact, or so-called “fender benders.” Our experience has been that cases involving only minor property damage, even with medical evidence of injury, do not result in favorable jury verdicts. Juries do not always believe that minor vehicle damage can cause substantial bodily injury. The risk to the client is too great to pursue these claims. There are many qualified personal injury attorneys that may accept these types of cases, and I will gladly supply you with their contact information if you contact my office.

Cases with no clear evidence of permanent injury. This means that unless there is a permanent injury identified by a medical doctor and directly caused by the accident, we will most likely not accept your case. The reason for this is simple. Insurance companies don't generally pay for cases involving damage to the body's

soft tissue that is not readily visible through an MRI, CT scan or X-ray. They know that juries do not render large verdicts for these types of injuries. Again, there are many qualified personal injury attorneys that may accept these types of cases. Contact us and we will gladly supply you with their names and numbers.

Cases in which you were given a ticket for causing the accident. While I understand that police officers can make mistakes they have the best opportunity to determine the cause of the accident after interviewing the witnesses and investigating the accident scene. It is very difficult to overcome the “presumption of fault” that comes with being issued a ticket for the accident. As a result, we choose not to accept those types of cases but will gladly provide you contact information of other attorneys that may accept them.

Cases in which the client has negotiated or attempted to negotiate a settlement with the insurance company for his or her personal injuries. We discussed our rationale for this earlier in the section dealing with insurance company myths.

Once again, my firm accepts only a limited number of cases each year. By concentrating my efforts on legitimate claims brought by a minimum number of clients, I can do my best work, and have the greatest opportunity to achieve the best possible results for our clients. If you are uncertain whether your case meets our selection criteria, call us at 954-362-5830. We will set up a meeting and determine whether we can work as a team to prepare and present your personal injury, wrongful death or auto accident case.

Now that you have discovered a systematic means of hiring the right auto accident and personal injury attorney for your case, you're ready to begin your search if you've been injured in a motor vehicle accident. If you have not been injured in an accident, keep this book handy in a bookshelf in your home or in the glove compartment of your car where it can easily be found in case of an accident. However, don't keep this book a secret from others. Tell your friends, family members, co-workers and colleagues about this book and the valuable information you learned. Let them know that any Florida resident can get a complimentary copy of this book by visiting www.arcialawoffice.com.

Once again, thank you for ordering and reading this book. If you need an experienced, qualified attorney, I would greatly appreciate the opportunity to meet with you in person or via Zoom in order to decide whether I can help you with your personal injury, motor vehicle accident, medical malpractice or wrongful death case.

AUTHORITY TO REPRESENT AND CONTINGENCY FEE AGREEMENT

I, the undersigned client, do hereby retain and employ . as my attorneys to represent me in my claim for damages against
or any other party, firm or corporation liable therefore, resulting from an accident that occurred on

I HEREBY AGREE to pay for the costs incurred by in prosecuting this claim and authorize them to undertake and/or incur such costs as they may deem necessary from time to time. These costs include, but are not limited to, such items as police reports, hospital and medical records, photographs, filing fee, costs of serving summonses and subpoenas, court reporters fees, jury list, exhibits, state records, investigation expenses, expert witness fees, including fees for medical testimony and fees for medical conferences. They will make every effort to keep these costs at an absolute minimum consistent with the requirements of the case. At the time the case is closed, an accounting will be made for all disbursements made in my case. As compensation for their services, I agree to pay my said attorneys from the proceeds of recovery the following fee:

- a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:
 1. 33-1/3% of any recovery up to \$1 million; plus
 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 20% of any portion of the recovery exceeding \$2 million.
- b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:
 1. 40% of any recovery up to \$1 million; plus
 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
 3. 20% of any portion of the recovery exceeding \$2 million.

- c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
 - 1. 33-1/3% of any recovery up to \$1 million; plus
 - 2. 20% of any portion of the recovery between \$1 million and \$2 million; plus
 - 3. 15% of any portion of the recovery exceeding \$2 million.

- d. An additional 5% of any recovery after notice of appeal is filed or post judgment relief or action is required for recovery on the judgment.

IT IS AGREED and UNDERSTOOD that this employment is upon a contingent fee basis, and if no recovery is made, I will not be indebted to my attorneys for any sum whatsoever as attorney's fees.

THE UNDERSIGNED CLIENT HAS, BEFORE SIGNING THIS CONTRACT, RECEIVED AND READ THE STATEMENT OF CLIENT'S RIGHTS, AND UNDERSTANDS EACH OF THE RIGHTS SET FORTH THEREIN. THE UNDERSIGNED CLIENT HAS SIGNED THE STATEMENT AND RECEIVED A SIGNED COPY TO KEEP TO REFER TO WHILE BEING REPRESENTED BY THE UNDERSIGNED ATTORNEY(S).

THIS CONTRACT MAY BE CANCELLED BY WRITTEN NOTIFICATION TO THE ATTORNEY AT ANY TIME WITHIN 3 BUSINESS DAYS OF THE DATE THE CONTRACT WAS SIGNED, AS SHOWN BELOW, AND IF CANCELLED THE CLIENT SHALL NOT BE OBLIGATED TO PAY ANY FEES TO THE ATTORNEY(S) FOR THE WORK PERFORMED DURING THAT TIME. IF THE ATTORNEYS HAVE ADVANCED FUNDS TO OTHERS IN REPRESENTATION OF THE CLIENT, THE ATTORNEY(S) ARE ENTITLED TO BE REIMBURSED FOR SUCH AMOUNTS AS THEY HAVE REASONABLY ADVANCED ON BEHALF OF THE CLIENT.

The above employment is hereby accepted upon the terms stated above.

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights.

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. But if your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering the necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for the work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about specific training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing

arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyer. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also *inform* you whether the fee will be based on the gross amount recovered or the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs and the liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you

approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call (800) 342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under **Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar**) be included in your fee contract.

I HAVE READ the contents of this statement and after reading same, I hereby retain
to represent me in my case.

Client:

Attorney:

ABOUT THE AUTHOR

Florida attorney Omar Arcia has been representing individuals and consumers like you in civil law proceedings the entire time he has practiced law. Mr. Arcia was admitted to practice law in 1995, after graduating from the Florida State University College of Law, where he wrote several articles for legal publication and was selected as a member of the College of Law's competitive trial team.

Mr. Arcia is licensed to practice law in the State of Florida and is a member in good standing of The Florida Bar. He is a trained and seasoned trial attorney with significant trial experience. Mr. Arcia founded The Law Office of Omar J. Arcia, P.A. and has represented hundreds of clients with their complex legal matters over the last 30 years, always realizing that personal service and honesty are the keys to maintaining excellent client relations, and obtaining the very best results for his clients. His firm handles personal injury, auto accident and medical malpractice cases, in addition to other civil litigation matters throughout the State of Florida.

For more information about The Law Office of Omar J. Arcia, P.A. and Mr. Arcia's qualifications and experience, please visit

www.arcialawoffice.com



This Book Includes:

- 7 Easy Steps to Hire the Best Personal Injury Attorney For Your Case
- What Happens During a Personal Injury Case
- Myths About Auto Accident Claims That Insurance Companies Want You To Believe
- How to Protect Yourself and Your Family From Florida Uninsured Drivers
- What "No Fees If No Recovery" Actually Means
- Why You Cannot Trust Most Lawyer Advertising On TV Or On Social Media

**DON'T WRECK YOUR
FLORIDA AUTO ACCIDENT CASE**