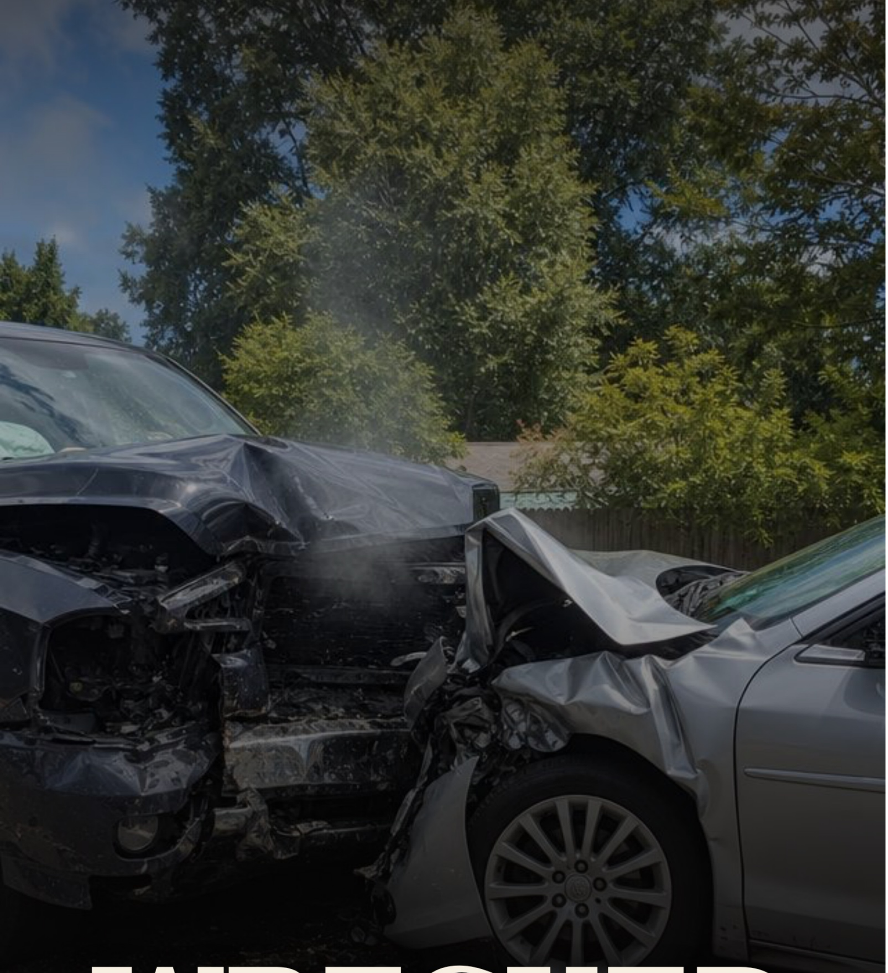

WRECKED

How Not to Get F*cked as a Personal Injury Client

BY PIERRE GREMILLION
HONEST INJURY LAWYERS

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This book is general information, not legal advice. It explains how personal injury cases generally work in the United States. It is not a substitute for advice from a licensed attorney about your specific situation, and reading it does not create an attorney-client relationship with the author or any law firm.

It is written to work in all 50 states. Where lawyers' duties are described, they are drawn from the American Bar Association's **Model Rules of Professional Conduct** — the framework nearly every state's ethics rules are built on. Each state adopts its own version, and some details (deadlines to file a claim, damage caps, lien limits, advertising rules) vary by state. For anything specific to where you live, check your state's rules or ask a licensed attorney there.

About the voices in this book. The short client quotes that open each chapter are **composites** — illustrative, drawn from common experiences that injured people describe, and not statements by any specific individual.

Metairie, Louisiana

About This Book

This book is a general educational guide for people navigating the personal injury process. Its purpose is to help injured people understand how these cases work, what to expect, and what questions to ask — so they can make informed decisions and protect themselves, whoever they choose to hire.

This is not legal advice. Reading this book does not create an attorney-client relationship between you and the author or any law firm. Every case is different, and the law varies from state to state. Nothing here substitutes for advice from a licensed attorney in your own state who knows the facts of your situation.

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INTRODUCTION

You Got Hurt. Now Don't Get Hurt Again.

> "*Being right about the accident wasn't enough. I was completely right, and I still almost got nothing, because I didn't know how any of it worked.*"

Something happened to you. A car ran a light. A floor was wet with no sign. A truck driver was on his phone. However it went down, you're now hurt, scared, and behind on life. The pain is real. The bills are coming. And people are already calling your phone.

Here's the hard truth this book is built on: **being right is not enough.** Plenty of people who were 100% not at fault still walked away with pennies. Not because their case was weak. Because they didn't know the game, and someone used that against them.

This book fixes that. It's not a law-school textbook. You won't need one. It's a plain-English map of how injury cases really work — where the traps are, what to ask, what to never do, and how to tell a lawyer who will fight for you from one who will file you in a stack and forget your name.

I'm going to be blunt with you, because the people on the other side won't be. The insurance company is not your friend. Some lawyers are not your friend either. A few of them run what the industry politely calls a "high-volume practice." You'll learn the honest name for it in Chapter 2.

Read this before you sign anything. If you already signed, read it anyway — a lot of these moves still work from where you're standing right now.

You don't have to become a legal expert. You just have to stop being an easy target. Let's go.

PART ONE

Before You Sign Anything

What a seasoned lawyer would tell you across the desk, before you hire anyone.

CHAPTER 1

The First 48 Hours: Why the First Person to Call You Is Not Your Friend

> "*The adjuster was so nice I forgot she wasn't on my side. I said 'I'm okay' just to be polite. They used it.*"

Let me tell you what happens in the first 48 hours, because almost nobody warns you.

You got hurt. You're home, sore, maybe on pain pills, staring at a wrecked car and a stack of worries. And your phone rings. It's a friendly voice from an insurance company. They're so sorry this happened. They just need to ask a few quick questions to "get this taken care of" for you.

Here's the first thing a seasoned lawyer will tell you, and I'll say it plain: **that friendly voice does not work for you.** They work for the other side. Their job — the thing they're actually paid to do — is to pay you as little as possible, as fast as possible, before you know what your case is worth.

They call fast on purpose. Adjusters often reach out within **24 to 48 hours** of a wreck. Why so quick? Because right now you're hurting, confused, and unrepresented. That's the moment you're easiest to work. They want to catch you before you've seen a specialist, before you've missed a paycheck, before you understand how badly you're actually hurt.

They have three quiet goals on that first call:

1. **Get you to say something they can use.** A simple "I'm okay" out of politeness becomes "the victim admitted she wasn't hurt." A guess about how fast you were going becomes "the victim admitted fault." You don't know the exact answers yet — and that's fine. **"I don't know" is a complete answer.** Never guess. 2. **Get you on tape.** They'll ask to record the call "to protect you." Don't agree. **You are not required to give the other side's insurance company a recorded statement**, and once your words are recorded, they're permanent — ready to be replayed against you later. 3. **Get you to take a quick check.** That early offer that shows up before you've finished treatment isn't a favor. It's a trap. It's designed to close your claim cheap, before anyone knows the real number. Once you take it, it's over — you can't come back for more, even if you need another surgery next month.

So what do you actually say? You can be calm and polite and still protect yourself. Give only the bare facts they already have — your name, the date, that an accident happened. Then say some version of this:

> "*I'm not going to discuss the accident or my injuries right now, and I'm not agreeing to be recorded. My attorney will be in touch.*"

You don't have to have a lawyer yet to say that. Saying it can *be* your next step. The goal is simple: **stop giving the other side ammunition, and stop the clock on being pressured.**

Here's the good news buried in all of this. **You have more time than they want you to think.** You don't have to decide anything in the first 48 hours. What you *should* do in those early days is the opposite of what the adjuster wants:

- **See a doctor now**, even if you think you can tough it out. Same-day or next-day care creates a record that ties your injuries to the wreck. (More in Part

Three.)

- **Save everything** — photos, the other driver's info, witness names and numbers, the police report number.
- **Don't post about it** on social media. Not the wreck, not your injuries, not "I'm fine, just shaken up."
- **Then, and only then, take your time choosing a lawyer** — using the next four chapters.

The whole rest of this book is about not getting screwed by the system. But the very first way people get screwed happens before they even hire anyone — on a friendly phone call, in the fog of those first two days. Now you know the rule: **the first person to call you is not your friend.** Slow down. You've got time.

CHAPTER 2

Billboard Lawyers and "Settlement Mills": How to Spot a Case Factory

> "*Every time I called, it was a different case manager, a different story. I never once talked to the actual attorney whose face was on the billboard.*"

You've seen the billboards. The giant face. The oversized check. The 1-800 number that rhymes. There's nothing wrong with advertising. But heavy advertising tells you one thing for sure: that firm needs **a lot** of cases to pay for all those billboards.

Some of those firms are great. Some are what people in the business quietly call a **"settlement mill."** That's a firm built to move cases fast, not to win them big.

Here's how a settlement mill makes money. It signs up thousands of people. It does the least work possible on each one. It pushes you to take a quick, low offer so it can cash out and grab the next case. It almost never files a lawsuit. It almost never goes to trial.

Now here's the part that should make you angry. **The insurance companies know exactly which firms work this way.** They keep track. When a claim comes in from a firm that never goes to trial, the adjuster knows there's no real threat. So they offer less. On purpose. And the mill tells you to take it.

Everybody wins in that deal — the insurance company and the law firm. The only person who loses is you.

How to spot a case factory before you sign:

- **You never talk to an actual lawyer.** You meet a "case manager" or a paralegal. The lawyer whose face is on the billboard? You may never speak to them once.
- **They rush you to sign.** A link, a box to check, a finger-swipe signature on a phone screen — before you've read a word or asked a question. Slow down. Anyone who won't let you read the contract is telling you who they are.
- **You get passed around.** Every time you call, it's a different person who doesn't know your case.
- **They can't (or won't) tell you their trial record.** Ask straight: "When did you last take a case like mine to trial?" If they dodge, that's your answer.
- **Every conversation points to settling fast.** Before you've even finished treatment, they're talking about wrapping it up.

One question cuts through all of it:

> "*How many active cases are you personally handling right now?*"

If the number is in the hundreds, your file is a drop in a bucket. Find someone else.

None of this means big firms are bad or small firms are good. It means you're looking for one thing: a lawyer who will treat your case like it matters and who the insurance company actually has a reason to fear. The next chapter gives you the eight questions that reveal exactly that.

CHAPTER 3

The 8 Questions That Tell You Everything

> "*The lawyer works for you. It took me way too long to realize I was allowed to ask hard questions — and to leave if I didn't like the answers.*"

You're going to sit across from a lawyer — maybe two or three — before you sign. Most people don't know what to ask, so they just nod, feel rushed, and sign whatever's slid across the table. Then they spend the next two years wondering who they actually hired.

Not you. Here are the eight questions I'd want a member of my own family to ask before signing with *any* injury lawyer — including me. Write them down. Bring the list. Watch not just *what* they answer, but whether they answer straight or start dancing.

1. "Will *you* personally handle my case, or will it be passed to someone else?"

You want to know whose hands your case is actually in. If the person on the billboard hands you off to a rotating cast of case managers you'll never get a real answer from, that's your future right there.

2. "How many active cases are you personally carrying right now?"

This is the single most revealing question. If the honest answer is in the hundreds, your file is one drop in a very big bucket. There's no perfect number, but you want a human who can actually remember your name and your facts.

3. "How many cases like mine have you handled — and what happened?"

You want someone who's walked your specific road before. A back injury from a rear-end wreck is a different animal than a trucking case or a slip-and-fall. Ask for real, honest outcomes, not just the one giant verdict on the wall.

4. "When did you last take a case to trial — and are you willing to take mine?"

This one matters more than it sounds. Insurance companies keep score on which lawyers actually try cases and which always fold. A lawyer who never goes to trial gets lower offers *automatically*, because the other side knows there's no fight coming. You're not hoping for a trial — most cases settle — but you want the *credible threat* of one on your side.

5. "What's your contingency percentage — and does it go up as the case moves toward trial or appeal?"

Get the whole ladder, in writing (this is Part Four of the book). One-third before suit that climbs to 40% or 45% later is normal — but only if they *tell* you, up front, so it's not a gut-punch at the end.

6. "Are case costs taken out before or after your fee — and what happens to those costs if we lose?"

Costs (filing fees, records, experts, depositions) come out of your recovery on top of the fee. The order changes your take-home. And you want to know now whether you'd owe costs if the case doesn't win.

7. "How will you keep me updated, and who do I call when I have a question?"

The #1 complaint about injury lawyers, by a mile, is silence. Ask exactly how updates work and who picks up the phone. A lawyer who sets clear expectations on day one is telling you they've got a real system, not a black hole.

8. "What's your honest read on the strengths *and* the weaknesses of my case?"

Anyone who only tells you what you want to hear — all strengths, guaranteed money, no problems — is selling you. A straight lawyer will tell you the hard parts too. That honesty on day one is exactly what you want on the worst day of your case.

How to read the answers: You're not looking for perfect. You're looking for *straight*. A good lawyer welcomes every one of these questions and answers without flinching. The one who gets annoyed, vague, or rushes you past them is showing you how the whole relationship will feel. Believe them.

CHAPTER 4

Red Flags at the First Meeting

> "*I signed with the first billboard I called, in the hospital parking lot, on a phone screen. I never even read it. Biggest mistake of the whole thing.*"

Some warning signs don't show up in the answers — they show up in the *room.* Here's what makes a seasoned lawyer's radar go off when they hear how someone else's intake went.

The signature comes before the conversation. If they're pushing paper and a pen (or a phone screen to swipe) before they've really listened to what happened to you, slow way down. Anyone who wants your signature faster than they want your story is running a volume shop.

You never actually meet the lawyer. You came to hire an attorney. If the entire meeting is with a "case manager" or intake person and the lawyer never appears, ask yourself when you ever *will* see them.

They promise you a number. "We'll get you $100,000, easy." Nobody honest can promise a result at the first meeting — they haven't seen your medical records, your imaging, or the other side's coverage. A promise like that is bait.

They get squirrelly about fees. You asked how the fee works, whether it climbs, how costs come out — and they got vague or a little annoyed. Money should be the *clearest* part of the conversation, not the murkiest. Evasive on fees is a serious red flag.

They rush you. Real pressure to sign *today,* "before the deadline," when no real deadline is that day. Yes, there are real time limits in injury cases (they're called deadlines to file, and they matter). But a good lawyer explains them calmly; they don't use them as a stick to rush your signature.

They talk settlement before they talk treatment. If they're already sketching a quick payout before you've even finished seeing doctors, they may be thinking about *their* turnaround time, not your recovery.

It just feels like a factory. Packed waiting room, number-ticket vibe, nobody who seems to know who you are. Trust that feeling. You'll be living with this choice for months or years.

None of these alone means "run." But two or three together? That's the system quietly showing you what it is. The best time to walk away is *before* you sign — it's a lot harder after.

CHAPTER 5

Reading the Fee Agreement Without a Law Degree

> *"It's not that the fee was hidden. It's that nobody explained it climbs the longer you fight. I wish someone had shown me the ladder before I signed."*

The fee agreement (sometimes called a **retainer** or **representation agreement**) is the contract you sign to hire the lawyer. It's usually a few pages, some of it dense. Most people skim it and sign. Let's not do that. You don't need a law degree — you need to find and understand six things. Here's your checklist.

1. The fee percentage — and the whole ladder.

Find the number that's the lawyer's slice of your recovery. Then look for whether it *changes* — 33% before a lawsuit, more after suit is filed, more still at trial or appeal. If the agreement only lists one number but the lawyer mentioned it goes up, get the full ladder written in. What you signed is what counts, not what was said out loud.

2. Costs vs. the fee — and the order.

The agreement should say the lawyer advances case costs (filing fees, records, experts, depositions) and gets paid back from your recovery. Look for *whether the fee is figured before or after costs come out.* That order changes your take-home. If you can't tell, ask them to show you the exact sentence.

3. What happens to costs if you lose.

Somewhere it will say who owes the case costs if there's no recovery. In many agreements, if you lose you owe no *fee,* but you might still owe *costs* — or the lawyer eats them. Know which one your paper says before you sign it.

4. Who handles your case.

Some agreements name the lawyer; many don't. If it matters to you that a specific attorney (not just "the firm") handles your case, see if the paper says so — and if it doesn't, ask why.

5. How you can leave.

Look for the part about ending the relationship. **You can fire your lawyer** — that's your right (we cover it in Part Five). But when you switch, the first lawyer may be owed something for work already done, often through a **lien** on the eventual recovery. Understand how your agreement handles that *before* you're ever in that spot.

6. The settlement approval.

The agreement should make clear that **you** decide whether to accept a settlement — not the lawyer. It's your case and your money. Make sure nothing in the paper signs that decision away.

Two rules for signing anything:

- **Never sign in a hurry or under pressure.** Take it home. Read it at your kitchen table. A good lawyer will let you.
- **Make the paper match the promises.** If they told you something out loud — the fee, who handles it, how updates work — and it's not in writing, it doesn't count. Get it in the document.

This one signature decides who's steering the most important financial event of your accident. Give it the ten minutes it deserves.

PART TWO

What Happens, and How Not to Wreck It

The road ahead, and the quiet mistakes that sink good cases.

CHAPTER 6

The Whole Journey on One Page

> *"I wish I'd known I had time. I thought I had to decide everything in the first week. I didn't."*

Nobody hands you a map when you get hurt. So here's the whole journey, start to finish, on one page. Once you can see the road, the waiting makes sense — and you stop being scared into a bad decision.

Step 1 — You get better (or as better as you're going to get). This comes first, and it's the part people rush. Your case can't be valued until we know how hurt you actually are. A sore neck that heals in three weeks and a neck that needs surgery are two completely different cases. So the first job isn't legal. It's medical: see your doctors, do what they say, and let your body tell the truth about the injury.

Step 2 — We gather the proof. While you heal, the work behind the scenes is collecting evidence — the police report, photos, witness names, your medical records and bills, proof of missed work. This takes time because doctors and hospitals are slow to send records, not because your case is stuck.

Step 3 — You reach "MMI." This is the most important two letters in your case: **MMI, maximum medical improvement.** It's the point where you're either fully healed or as healed as the doctors think you're going to get. Here's why it matters so much: **settling before MMI is one of the most dangerous things you can do.** If you take a check in month three and then need surgery in month six, the case is closed — you can't go back for more. We wait for MMI so we're asking for the *whole* injury, not a guess.

Step 4 — The demand. Now we add it all up — your bills, your future care, your lost pay, your pain — and send the insurance company a **demand:** a letter that lays out what happened and what your case is worth.

Step 5 — The negotiation. They respond, usually with a lowball. Then it's a back-and-forth. This is a dance, and it takes patience. (The first number is almost never the last number.)

Step 6 — Settle, or file a lawsuit. If they make a fair offer, you take it and the case ends. If they won't be fair, we file a lawsuit. Important: **filing a lawsuit is not the same as going to trial.** It's turning up the pressure. Most cases that get filed still settle — but now the insurance company knows you're serious.

Step 7 — If we filed: the court process. Depositions (sworn question-and-answer sessions), exchanging evidence, often a mediation (a settlement meeting with a neutral referee). The vast majority settle somewhere in here. Only a small fraction ever reach an actual trial.

So why does it take so long? Because healing takes time, MMI takes time, insurance companies stall on purpose, and courts move slowly. For a serious injury, a year or two is normal — not a sign something's wrong.

Here's the point of showing you all of this: **you have more time than the fear tells you.** The one move that speeds nothing up and costs you everything is grabbing a fast, cheap settlement before you even know how hurt you are. Slow is normal. Slow is often winning.

CHAPTER 7

Don't Wreck Your Own Case

> *"One photo. I posted one photo at a cookout, sitting down, barely smiling. They blew it up like I'd run a marathon."*

You can't control the insurance company. You *can* control whether you hand them ammunition. Here are the five ways good people accidentally wreck their own strong cases — and how not to.

1. See the doctor. Keep seeing the doctor. The single biggest self-inflicted wound is a **gap in treatment.** If you stop going because you're busy, or you tough it out, or you feel a little better, the insurance company points at that gap and says: "See? They weren't really hurt." To them, a day you didn't treat is a day you weren't injured. Follow the plan. If you feel better, let the *doctor* say so — not your calendar.

2. Stay off social media. Assume the other side is watching every public post. One photo of you smiling at a cookout, one "feeling great today!", one picture of you lifting a cooler — and they'll blow it up in front of a jury as proof you're fine. You don't have to explain the context (that you paid for it in pain for three days). The safest move during your case: post nothing about your injuries, your activities, or the accident. Nothing.

3. Don't fall for the recorded statement. Early on, the other driver's insurance company will ask to record a statement "just to get your side." You are not required to give it. Anything you say — a polite "I'm okay," a guess about speed — gets locked in and used later. Let your lawyer handle it.

4. Tell the truth about old injuries. People hide a bad back or an old knee because they think it'll hurt the case. It's the opposite. The other side *will* find your medical history, and when a hidden injury turns up, it wrecks the one thing you can't buy back: your credibility. The honest version — "I had a back issue years ago, and this wreck made it much worse" — is a normal, winnable case. The hidden version blows up.

5. Save everything. Start one folder — a shoebox, an envelope, a folder on your phone — and put everything in it: photos of the scene and your injuries, every bill, names and numbers of witnesses, a note of every missed workday, and a simple pain journal (a line a day about how you feel). Memories fade; the folder doesn't.

None of this is complicated. But it's the difference between a strong case that stays strong and a strong case you quietly talked the insurance company out of paying. Protect it.

PART THREE

The Money (The Part Nobody Explains)

Where the settlement number and the check turn out to be two different things.

CHAPTER 8

Contingency Fees in Plain English

> *"I heard 'one-third' on day one and never thought about it again. By the time we finished trial it was forty percent, and I hadn't done the math."*

Most injury lawyers don't send you a bill. You don't pay them by the hour. You don't pay anything up front. Instead, they work on what's called a **contingency fee.**

Here's what that word means, in plain terms: **the lawyer only gets paid if you win.** If you lose, they don't collect a fee. If you win, they take an agreed-on slice of the money. That's the deal.

The good side of this deal is real. It means you can hire a lawyer even if you're broke and out of work. You don't need money to fight. That's the whole point — it opens the courthouse door to regular people.

So what's the slice?

Here's the thing most people never catch until it's too late: **it's not one number. It's a ladder.** The longer and harder your case has to be fought, the bigger the slice the lawyer takes. And the jump can be steep.

Most fee agreements are written in **tiers** — steps that go up as your case moves through the system. A very common setup looks like this:

Where your case ends	Typical lawyer's slice
Settles before a lawsuit is even filed	about **33⅓%** (one-third)
After a lawsuit is filed / heads toward trial	jumps to **40%**
Goes through trial, or up on appeal	climbs to **45%** — sometimes higher

Some firms add even more steps (say 33% before suit, 38% after suit is filed, 40% at trial). Every agreement is a little different. But the direction is always the same: **up.**

Why does it climb? Because each stage is a mountain more work and more risk for the lawyer — filing suit kicks off depositions, motions, expert witnesses, court dates. A trial is a war. An appeal is another war on top of that. The rising percentage is the trade for all that extra fight. That part is fair.

Here's the part that isn't fair to you — and it's the whole reason this section exists:

Most clients have no idea this ladder is in their contract. They hear "one-third" at the first meeting, shake hands, and lock that number in their head forever. Two years later their case has gone to trial, the fee is now 40% or 45%, and the check is far smaller than the one-third math they've been picturing the whole time. Nobody hid it — it was right there in the paperwork they signed on day one. But nobody sat them down and walked them up the ladder step by step. So it lands like a gut-punch.

Look at what those steps actually cost you. Say your case ends up worth **$300,000:**

- At **33⅓%**, the fee is about **$100,000.**
- At **40%**, the fee is **$120,000.**
- At **45%**, the fee is **$135,000.**

That's a **$35,000 swing** in the lawyer's slice — on the exact same recovery —

depending only on how far the case traveled. And that's *before* costs and liens come out.

This matters for one more reason people miss: it should shape how you think about **every settlement offer.** If the insurance company offers a fair number *before* a lawsuit is filed, taking it can mean the lower fee tier — more money in your pocket. Pushing on toward trial might win a bigger number, but the bigger slice (and bigger costs) can eat the difference. There's no single right answer — sometimes you *should* fight on. But you can't make that call smartly if you don't even know the ladder exists.

What to nail down before you sign, in plain words:

- "Walk me up your fee ladder. What's the percentage at each stage — before suit, after suit is filed, at trial, on appeal?"
- "Where does the biggest jump happen, and when does it kick in?"
- "Is the percentage figured before or after case costs come out?" (That one's huge — it's the next chapter.)
- "Can you show me exactly where all of this is written in the agreement?"

Get every answer **in writing**, and make sure the paper matches what they told you out loud. A good lawyer will happily walk you up the whole ladder before you sign — because a client who understands the deal on day one doesn't feel robbed on the last day. If they get slippery about the fee tiers, that tells you plenty about how the rest of the case will go.

CHAPTER 9

Costs vs. Fees, and Why the Order Matters

> "*I understood the lawyer had to get paid. What I didn't understand was how much the costs on top of that would eat.*"

People mix these two up all the time. They are not the same thing, and the difference costs real money.

The fee is the lawyer's slice for their work — the percentage from Chapter 16.

The costs are the actual expenses of building your case. Real money paid to real people and offices along the way. Your lawyer usually pays these **out of their own pocket while the case is going**, then gets paid back out of your settlement at the end.

You don't get billed for costs as you go. But make no mistake — **you are paying for them.** They come out of your settlement before you get your check.

Now here's the trick that most clients never catch: **the order matters.** There are two ways to do the math, and one leaves you with more money than the other.

Say you settle for **$100,000**, the fee is one-third, and the costs are **$6,000.**

Way 1 — costs come out first, then the fee:

- $100,000 − $6,000 costs = $94,000
- Fee (1/3 of $94,000) = $31,333
- **You keep $62,667** (before liens)

Way 2 — the fee comes out first, then costs:

- Fee (1/3 of $100,000) = $33,333
- $100,000 − $33,333 − $6,000 costs = **$60,667** (before liens)

Same settlement. Same costs. But **Way 1 puts $2,000 more in your pocket** — just because of the order. (That gap is always the fee percentage times the costs: one-third of $6,000 is $2,000.)

Neither way is illegal. But you want to know which way your contract does it *before* you sign. Ask straight: **"Do costs come out before or after your fee is calculated?"** Then check that the fee agreement says what they told you.

CHAPTER 10

The Disbursement Sheet: Every Dollar That Comes Out Before You Get Yours

> "*They told me ninety thousand. I told my wife ninety thousand. The check was thirty-one. I felt like I'd lied to my own family.*"

(This is the big one. Read it slowly. It's the chapter that stops disbursement day from feeling like a robbery.)

Here's the moment this whole book is really about.

Your case settles. Your lawyer says a big number — let's say **$100,000.** For a few days, that number lives in your head. You start planning. Then the check arrives, and it's a fraction of what you pictured. Your stomach drops. You wonder if someone stole from you.

Almost always, nobody stole from you. What happened is this: **a settlement is a pot, not a paycheck.** A whole line of people have a legal right to reach into that pot *before* you do. Nobody walked you through the line ahead of time. So let's walk it now — every single hand that reaches in, so nothing surprises you.

Think of it like a receipt. Money in at the top. Everything that comes out, line by line. What's left at the bottom is yours.

Line 1 — The lawyer's fee.

The percentage from Chapter 16. On $100,000 at one-third, that's about **$33,000.** Remember it may be 40% if the case went to trial.

Line 2 — The case costs. This is the pile that shocks people most, because they never saw a single bill for any of it. Here's what actually hides inside "costs":

- **Court filing fees** — the fee just to file your lawsuit with the court. Often **$200–$500**.
- **Service fees** — the cost to officially hand legal papers to the other side.
- **Medical records and bills** — hospitals and doctors charge to copy and send your own records. Often **$25–$100 each**, and a serious case has stacks of them.
- **Police reports and official records** — small fees that add up.
- **Court reporter / deposition costs** — a **deposition** is sworn testimony taken before trial, with a certified court reporter typing every word. The reporter charges to be there (often **$300–$500 per half-day**) plus the transcript (a few dollars **per page**, and transcripts run 50–200+ pages). One case can have many depositions. Videotaped ones cost more. Across a case that heads toward trial, deposition costs alone can hit **$5,000 to $25,000 or more.**
- **Expert witness fees** — the real budget-buster. Experts are specialists who study your case and testify: accident reconstruction experts, medical experts, economists. They don't work for free. Figure **$1,500 to $5,000+ per expert**, and complex cases use several. Even your own treating doctor may charge thousands just to show up and testify.
- **Investigators** — someone to photograph the scene, find witnesses, dig up evidence.
- **Mediation fees, exhibits, postage, copies** — the odds and ends that pile

up.

For a simple car-wreck case that settles early, total costs might be under **$1,000.** But for a case that gets fought hard — depositions, experts, trial prep — costs can run **$10,000 to $50,000 or more.** In big medical or catastrophic cases, sometimes past **$100,000.** As a rule of thumb, case costs can eat **20–30%** of the deductions from a settlement.

This is why building a strong case costs money. Those experts and depositions are often exactly what forces the insurance company to pay you fairly instead of lowballing you. But you deserve to see every dollar.

Line 3 — The liens (the payback line).

A **lien** (say: "leen") is a legal claim on your settlement — someone who treated you or paid your bills on the promise they'd be paid back out of your case. Now they collect. Who shows up here:

- **Medical liens** — doctors, hospitals, or clinics who treated you "on a lien," meaning they didn't bill you up front because a settlement was coming.
- **Health insurance payback (subrogation)** — if your health insurance paid for accident care, it often has the right to be paid back from your settlement.
- **Medicare / Medicaid** — government programs are aggressive about getting paid back, and by law they usually must be handled before you get your money. This can also slow your check down for weeks.
- **Unpaid medical balances** — bills that never got paid along the way.
- **Child support owed** — in some cases, past-due child support can be pulled from a settlement.
- **A prior lawyer** — if you switched lawyers, your old one may have a lien for their work.

Medical liens alone commonly eat **20–40%** of a gross settlement.

Now put the whole receipt together:

The Disbursement Sheet	Amount
Settlement (the pot)	$100,000
− Lawyer's fee (1/3)	− $33,000
− Case costs (filing, records, depositions, experts, etc.)	− $6,000
− Medical + insurance liens	− $24,000
= Your actual check	**$37,000**

That is a **normal** result — not a rip-off. About **37 cents of every dollar.** And in a hard-fought case with big expert costs, the deductions can be even steeper.

Here's the part that puts money back in your pocket: two of these lines can be pushed down.

- **Case costs** should be *reasonable and real.* You have the right to an itemized list. Question anything that looks off.
- **Liens are very often negotiable.** Doctors and hospitals knew the risk when they treated you on credit. A lawyer who fights to knock those liens down — instead of just paying them in full because it's easier — can turn your $37,000 into meaningfully more. Some states even cap how much a hospital lien can take. **Ask your lawyer point-blank whether they will negotiate your liens down before you get paid.**

The one-sentence version: *The number your lawyer says is the pot; your check is what's left after the fee, the costs, and the payback lines — so know every line before* *disbursement day, and make sure someone is fighting to shrink the two that can shrink.*

CHAPTER 11

The Settlement Statement, Read Line by Line

> "*Nobody sat me down and explained that the number and the check are two different things. I found out the hard way, at the very end.*"

Before you get a dime, your lawyer should hand you one piece of paper that shows the entire disbursement sheet from Chapter 18 in writing. It goes by different names — **settlement statement, disbursement statement, closing statement** — but it's the receipt for your whole case.

This is not a favor. It's your right. The ethics rules that lawyers follow across the country - built on the American Bar Association's Model Rules of Professional Conduct - require it. Under **Model Rule 1.5(c)**, when a contingency case ends, your lawyer must give you a **written statement showing the outcome and, if there's a recovery, exactly what's being paid to you and how that number was figured.** That same rule requires the fee agreement you signed up front to spell out the percentages for settlement, trial, and appeal, which expenses come out of your recovery, and whether those expenses come out before or after the fee. In other words: the law already says you're owed a clear accounting at both ends. If you don't get one, ask.

Don't sign it in a hurry. Read every line. Here's your checklist:

- **The settlement amount up top.** Does it match the number you agreed to?
- **The fee.** Is the percentage the one in your contract? If the case settled early, you should not be charged the trial rate.
- **The costs — itemized, not a lump.** You want to see a *list*, not just "Costs: $6,000." Ask for the itemized breakdown if it's not attached. Look for anything strange or doubled-up.
- **Each lien, listed by who and how much.** Ask: were these negotiated down? A lien listed at full value that nobody tried to reduce is money you may have left on the table.
- **The bottom line — your check.** Add it up yourself. In minus out should equal what you're getting.

Good questions to ask before you sign it:

- "Can I see the itemized cost list?"
- "Did you negotiate the liens? What were they before, and after?"
- "Why is this cost here, and what did it buy?"
- "Is anything on here still an estimate that could change?"

A straight lawyer welcomes these questions and walks you through the page. If someone pressures you to just sign and stop asking — that's the same rush-you energy from the settlement-mill chapter, showing up one last time on your way out the door.

You got hurt once already. Reading this one page carefully is how you make sure the ending doesn't hurt too.

PART FOUR

When You Feel Screwed

What to do when the silence, the doubt, or the outcome tells you something's wrong.

CHAPTER 12

Silence, Second Opinions, and Firing Your Lawyer

> "*The not-knowing was worse than the pain. Nobody would just tell me what was happening with my own case.*"

If you take away one thing from this book, let it be this: **silence is not something you have to accept.** The most common complaint injured people have about their own lawyers isn't losing — it's being ignored. Here's what to do about it.

"My lawyer won't call me back."

First, know that communication isn't a favor your lawyer does you — it's a duty. The ethics rules that lawyers follow nationwide (the ABA Model Rules of Professional Conduct) say plainly, in **Rule 1.4**, that your lawyer must keep you reasonably informed and respond to your reasonable requests for information. So you're not being needy. You're asking for what you're owed.

What actually works:

- **Put it in writing.** Email beats a voicemail. Ask three specific things: *What is the status of my case? What's the next step? What's the timeline?* A written request is harder to ignore and creates a record.
- **Ask who your point of contact is.** If it's always a different person, ask — in writing — for one name.
- **Escalate to the attorney.** If staff keep brushing you off, address the lawyer directly and say you need a call by a specific date.

Getting a second opinion on your own case.

Here's something most people don't realize: **you're allowed to have another lawyer look at your case while you still have your current one.** Most injury lawyers give free consultations. Bringing your case for a second opinion costs you nothing and commits you to nothing. It's worth doing if you're getting silence, if you're being pushed to settle for a number that feels low, or if nobody can explain the plan. A good second lawyer will tell you honestly if things are actually fine — or if they're not.

You can fire your lawyer.

This surprises people, so let me say it flat out: **it's your case, and you can change lawyers.** The rules (**Model Rule 1.16**) recognize your right to discharge your lawyer. Here's how it works in plain terms:

- You sign with a new lawyer, and they handle the switch.
- Your old lawyer may be owed something for the work they already did. Usually that's handled as a **lien** — a claim paid out of your eventual recovery, most often carved out of the *same* attorney's fee. In other words, the old and new lawyers split one fee; **you generally don't pay two full fees.**
- Your case keeps moving. Deadlines don't stop, so don't sit on a bad situation.

You hired this person to fight for you. If they've gone silent, or you've lost trust, you are allowed to expect better — and to go get it.

CHAPTER 13

Your Rights and Filing a Complaint

> "*Nobody in my life had been through this. I was making the biggest financial decision of my year with zero idea what was normal.*"

You can't tell when something's wrong if you never learned what "right" looks like. So here are the duties every injury lawyer in the country owes you — not as a favor, but as a rule. These come from the ABA Model Rules of Professional Conduct, the framework nearly every state's ethics rules are built on.

What your lawyer owes you:

- **Communication.** Keep you reasonably informed and answer your reasonable questions (Rule 1.4).
- **Honesty and loyalty.** Put your interests ahead of their own and give you straight advice, even when it's not what you want to hear.
- **Your money, kept safe.** Your settlement funds are held in a separate trust account, not mixed with the firm's money, and accounted for to the penny (Rule 1.15).
- **Your call on settlement.** *You* decide whether to accept or reject a settlement offer — not the lawyer (Rule 1.2(a)). They advise; you decide.
- **The numbers in writing.** A written fee agreement up front, and at the end a written statement showing exactly what you're getting and how it was figured (Rule 1.5(c)).

Signs a case may have been mishandled:

- They missed the deadline to file. (Every state sets a filing deadline called the **statute of limitations.** It varies by state and by type of case, so it's one of the first things to ask a lawyer about — miss it and the case can be gone for good.)
- They settled your case, or accepted an offer, without your okay.
- They can't clearly account for where your settlement money went.
- Long stretches of total silence with no explanation.

How to file a complaint.

If something's seriously wrong, you have somewhere to go. Every state has a lawyer-discipline body — usually run through the state bar or the state's highest court — that takes complaints about attorney conduct. It's generally free, it's done in writing, and you don't need your own lawyer to file one. Search your state's name plus "attorney disciplinary board" or "bar complaint" to find it.

For a money dispute specifically — you think the fee or the costs were wrong — many state bars offer **fee arbitration**, a lower-key process to settle fee fights without a full lawsuit.

A word of judgment: a formal complaint is a serious step. When you can, try to resolve the problem directly first — a clear written request, or that second opinion from Chapter 12, solves most issues. But if it's real, know that the door is there, and it's open to you.

Knowing this is how you stop being an easy target. You don't have to become a lawyer. You just have to know enough to tell when something's off — and now you do.

PART FIVE

The Good, the Bad, and the Ugly

Real-style stories. The lessons cost other people a lot; they're free to you here.

CHAPTER 14

The Ugly: Rushed, Ignored, and Lowballed

> "*They offered me money fast and it felt like a rescue. I took it. Three months later I needed surgery I couldn't pay for, and the case was closed.*"

"The 18 Months of Silence"

Illustrative composite — built from common experiences, not a real person.

Denise got rear-ended by a driver who fell asleep. Not her fault, not even a little. She needed two surgeries. She signed with a firm off a billboard the same week — quick, easy, a signature on a phone screen in the hospital parking lot.

Then, quiet. For a year and a half she heard almost nothing. Every call went to a different person. Nobody could tell her what was happening. She started to think everyone had forgotten her.

Finally the phone rang. Her lawyer had "great news" — the insurance company offered $5,000. For two surgeries. He told her to take it.

What went wrong: Denise hired a case factory. It never pushed her case, never threatened to sue, and the adjuster knew it — so the offer was an insult. The silence wasn't rude, it was the product.

The lesson: Before you sign, ask how many cases the lawyer personally carries, and when they last took one like yours to trial. Silence early is a preview of the whole ride.

CHAPTER 15

The Bad: Small Mistakes, Big Consequences

> "*I stopped going to therapy because I felt a little better. That gap in my treatment cost me more than the therapy ever would have.*"

These are the cases that hurt the most to watch, because the person was hurt, the other side was at fault, and a small, human mistake handed the insurance company its whole defense. All three are composites — built from patterns that play out over and over, not real people.

"The Gap."

Illustrative composite.

Marcus hurt his back in a rear-end wreck and started physical therapy. After a month he felt a little better, work got busy, and he stopped going for six weeks. Then the pain roared back and he returned to treatment.

The insurance company didn't see six weeks of a busy man toughing it out. They saw six weeks of "not injured," and they argued the later pain must have come from something else.

What went wrong: the gap became the story. **The lesson:** don't let your calendar decide you're healed. Let the doctor discharge you. If you must stop, tell your doctor why, so there's a record.

"The Post."

Illustrative composite.

Renee's shoulder was badly hurt, and her case was strong. Months in, she went to her niece's birthday and someone tagged a photo of her holding a balloon, smiling. She'd paid for that afternoon with three days of pain. The insurance company didn't know that part — they just enlarged the photo.

What went wrong: one public post gave them a picture that fought her own doctors. **The lesson:** during your case, post nothing about your activities. You shouldn't have to defend a balloon.

"The Thing He Didn't Mention."

Illustrative composite.

Danny had a minor back tweak years before his wreck — long healed, nothing serious. Afraid it would hurt his case, he didn't mention it. The other side pulled his old records and found it. Suddenly the case wasn't about his real injury anymore; it was about why he'd hidden something.

What went wrong: hiding a small, harmless fact cost him the one thing he couldn't replace — his credibility. **The lesson:** old injuries don't sink cases. Hiding them does. "I had an issue years ago, and this made it worse" is a normal, winnable case.

Three good people. Three strong cases. Three small mistakes. Don't make theirs.

CHAPTER 16

The Good: What It Looks Like When It Works

> "*The difference the second time was simple: someone answered the phone, explained the plan, and told me the truth even when it wasn't what I wanted to hear.*"

It's not all warnings. When an injury case is handled right, it can genuinely change the trajectory of a hurt person's life. Here's what "right" looks like — again, composites drawn from how good cases actually go.

"The Lawyer Who Said No."

Illustrative composite.

Angela's case settled for a number she almost took in month two — the insurance company offered $12,000 and made it sound generous. Her lawyer said no. Then no again. He waited for her to reach MMI, documented a surgery she hadn't known she'd need, and built the demand around her *whole* injury.

The final settlement was many times that first offer. The difference wasn't luck. It was a lawyer willing to say "not yet" when saying yes would have been easier.

The lesson: the right lawyer protects you from the fast, cheap answer — even when you're scared and tempted to take it.

"The One Who Answered the Phone."

Illustrative composite.

James had been through it once before with a billboard firm — 18 months of silence, a lowball at the end. The second time, everything was different, and it wasn't fancy. Someone answered when he called. They explained each step before it happened. When there was bad news, they told him straight instead of going quiet.

His case didn't just end better. He spent the year understanding it instead of dreading it.

The lesson: communication isn't a luxury add-on. It's most of what separates a good experience from a miserable one — and it's something you're allowed to demand from day one.

That's the whole book in two stories. Being right about your accident was never enough. What protects you is knowing how the game works, refusing to be rushed, guarding your own case, and choosing someone who treats it — and you — like they matter.

You got hurt once. Now you know enough not to get hurt again.

Keep these. Tear them out if you have to.

The 8 Questions to Ask Any Lawyer Before You Sign

(Bring this list. Watch whether they answer straight or start dancing.)

- Will **you** personally handle my case, or will it be passed to someone else?
- How many active cases are you personally carrying right now?
- How many cases like mine have you handled — and what happened?
- When did you last take a case to trial — and are you willing to take mine?
- What's your fee percentage — and does it climb as the case moves toward trial or appeal?
- Are case costs taken out before or after your fee — and what happens to costs if we lose?
- How will you keep me updated, and who do I call when I have a question?
- What's your honest read on the strengths **and** weaknesses of my case?

The Net Check Worksheet

The settlement number is the pot. Your check is what’s left after everyone else reaches in. Fill in your own numbers to see your real take-home.

Step 1 — The settlement (the pot)

The gross number you were told the case settled for.

Settlement amount	A

Step 2 — The lawyer's fee

Circle the stage your case reached; the fee usually climbs the further it goes.

Settled before a lawsuit was filed	about 33⅓%
After a lawsuit was filed / toward trial	40%
Through trial or appeal	45%

Your fee percentage → (B). Fee amount = A × B → (C).

Step 3 — The case costs

Filing fees, records, court reporters, depositions, experts, investigators. Ask for the itemized list.

Total case costs	D

Step 4 — The liens (the payback line)

Anyone paid back from your case. Many liens can be negotiated down — ask.

Doctors / hospital on a lien	$____
Health insurance payback	$____
Medicare / Medicaid	$____
Other (unpaid balances, prior lawyer)	$____
Total liens	E

Step 5 — Your actual check

Start with the settlement	A
Subtract the lawyer’s fee	− C
Subtract the case costs	− D
Subtract the liens	− E
Your take-home check	**=**

One more number that tells the story: take-home ÷ settlement × 100 = the cents you keep of every dollar. If that surprised you, you’re not alone — that surprise is why this book exists.

A teaching tool, not legal or financial advice. Your real numbers depend on your written fee agreement, your actual costs, and your actual liens. Tip: the interactive version of this worksheet lets you type in your numbers and see the result instantly.

Plain-English Glossary

The words you'll hear, in plain terms.

- **Adjuster** — the insurance company employee who handles your claim. Not your friend; their job is to pay as little as possible.
- **Contingency fee** — the lawyer's pay: a percentage of your recovery, and only if you win. It usually climbs the further the case goes.
- **Damages** — the money you're owed: medical bills, lost pay, future care, and pain.
- **Demand** — the letter your lawyer sends laying out your injuries and what the case is worth.
- **Deposition** — sworn question-and-answer testimony taken before trial, typed up word for word.
- **Disbursement** — the payout at the end, where the settlement is split among the fee, costs, liens, and you.
- **Discovery** — the stage where both sides exchange evidence and take depositions.
- **Lien** — a legal claim on your settlement by someone who treated you or paid your bills and now wants paying back.
- **Mediation** — a settlement meeting run by a neutral referee to try to resolve the case without trial.
- **MMI (maximum medical improvement)** — the point where you're as healed as you're going to get. Settling before this is risky.
- **Settlement statement** — the written breakdown, required at the end, showing every dollar in and out and your final check.
- **Statute of limitations** — the deadline to file your lawsuit. It varies by state; miss it and the case can be gone for good.
- **Subrogation** — your health insurer's right to be paid back from your settlement for accident care it covered.

About the Author

Pierre Gremillion is a personal injury attorney licensed in Louisiana and the founder of Honest Injury Lawyers, a plaintiff's personal injury practice. He wrote this book because, after years inside the injury process, he believes injured people make better decisions when they understand how the system actually works — before they sign anything.

Being right about the accident *isn't enough.*

People who were 100% not at fault still walk away with pennies — not because their case was weak, but because no one told them how the game really works.

- → The 8 questions to ask before you sign with anyone
- → How to spot a "settlement mill" case factory
- → Why your check shrinks — every fee, cost & lien
- → The traps in the first 48 hours after a wreck

> *"They told me ninety thousand. The check was thirty-one. I felt like I'd lied to my own family."*

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HONEST INJURY LAWYERS