A CONSUMER'S GUIDE TO CAR CRASH CASES

A CONSPIRACY OF LIES: HOW INSURANCE COMPANIES CHEAT CAR CRASH SURVIVORS AND HOW TO KEEP THE INSURANCE COMPANY FROM CHEATING YOU!

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Introduction: Why Did I Write a Book About Insurance Company Lies?

I wrote this book to prevent people like you from being cheated and tricked by insurance company lies and tactics—their "Conspiracy of Lies."

My first memory is of standing in front of our house and seeing crisscrossing fire trucks hoses, the flashing lights, and watching our house burn to the ground in a five alarm fire. Ten days later my 35 year old father was dead from a heart attack.

My brother was only three years old and I was only two. The insurance company refused to pay us a dime for the house fire and, more importantly, refused to pay on my father's life insurance policy. The insurance company said they had not deposited the life insurance premium my father had paid into the bank at the time they received news of his death. So they said we are sorry for your loss, but we are not going to pay you a dime.

But the insurance company did have an offer for my mother. They told my mother she could go on a TV show that was running back in the early 1960's called "Queen for a Day." The format of "Queen for a Day" was that three woman went on the show and told the audience about something bad that had happened in their lives and, in effect, begged for prizes. If they won they were "Queen for a Day" and would win some prizes. The insurance company tried to convince my mother that if she went on TV and told her story about her 35 year old husband's death and losing everything in a house fire and being left with a two year old and three year old she had a good chance to maybe win something like a washing machine. Well, my mother refused to go on TV and beg for charity!

After my father's death my mother was gripped by fear. When my father died she did not have a job, a house, or any money. I remember watching her cry at the kitchen table wondering how she was going to pay the bills and take care of my brother and me on her own. And so I learned a powerful lesson – it matters whether an insurance company lives up to its promises. If it does not pay the money due on a life insurance policy or the amount due from a car crash, it matters. It can determine if there is food on the table, a decent home to live in or if there are cloths on your back. Most importantly it can determine whether your life is filled with the pain that fear can bring and whether you can support your family.

I know firsthand the devastating impact an insurance company's lies and tactics can have on the lives of each member of a family. I don't want that to happen to

you or your family. I have spent my life practicing and refining my skills to fight for others against insurance company lies, greed and abuse.

We Only Accept a Limited Number of Cases

We limit the number of cases we take. We want to be able to give our full attention to our clients—people we agree to represent deserve the best possible representation!

We are not a high volume, settlement mill type law firm. We are a law firm that will fight and do whatever it takes to get full value for your case.

Each year, we accept a limited number of serious injury, car, truck and pedestrian accident cases from people who ask us to represent them. Paralegals and assistants do not negotiate our cases with the insurance company. Fewer cases means more time for you and, we believe, better results overall.

For over 25 years I have been practicing and refining my skills as a trial attorney. I have litigated and tried cases on behalf of NASA, the United States Air Force, the Mine Safety and Health Administration, the Motion Picture Association of America, and Fortune 500 companies. Most importantly, I have represented individuals just like you against some of the largest corporations in the world.

In 2003, I was recognized by the *National Law Journal* as National Litigator of the Month for obtaining an $18 million jury verdict involving the death of a child. The *Missouri Lawyers Weekly* has listed me in the Top 10 jury verdicts in the State of Missouri. In 2011, The Dysart Law Firm, P.C. settled a case for $39.5 million.

Sometimes the best advice you can get when you are thinking about a lawsuit is that you do not have a claim that can be won. If that is true, we will tell you. We'll also tell you when we think you are better off handling a claim yourself – without an attorney. But if you do have a case we can help you with, we will become a powerful ally to you in times of trouble. We will be a friend that knows the system and how to get things done. We will help you overcome the insurance industry's "Conspiracy of Lies."

My Personal Guarantee to you

If we agree to represent you, you can rest assured that you will receive my personal attention. I will aggressively represent you, keep you up-to-date on what is happening in your case and give you my advice as to whether you should settle your case or whether we should go to trial.

We will fully explain all fees and costs to you before we start working on your case. Together, as a team, we will decide on the best tactics to maximize the value of your case.

Chris Dysart

I Am Not Allowed To Give Legal Advice In This Book!

I know the arguments the insurance company will make – and so should you – even before you file your claim. When you are injured in a car crash, truck wreck or pedestrian accident you enter a strange, hostile world. The insurance industry has spent hundreds of millions of dollars to inflame the public against you and me. We will be in this together.

I am not allowed, however, to give legal advice in this book. I can offer suggestions and identify insurance company tricks and traps, but please do not construe anything in this book to be legal advice until you have agreed to hire me AND I have agreed, in writing, to accept your case.

Chapter 1: What Consumers Expect and Deserve From Insurance Companies

It is your worst nightmare come true. Your husband, John, was seriously injured in a car crash. John can't work, and at best it will be a long time before he will be able to work again and there is a chance he may never be able to work because he has suffered a brain injury.

You are left to take care of two young sons – Mark is 3 years old and Andrew is only 2 years old. Your entire life all you ever wanted to be was a stay-at-home mom. Now that dream has been shattered.

You are hit with waves of grief and panic. You try to get hold of yourself. Surely the other driver has car insurance and the insurance company will be fair with you. You also remember that John had underinsured motorist coverage, "surely our own insurance company will give us a fair settlement to help us survive, right?"

The Benefits of the Bargain.

1. Peace of Mind.

Consumers buy insurance to give them peace of mind. Insurance companies play on this desire when they advertise their insurance products. One cannot watch television very long without being exposed to commercials selling insurance which, for example, indicate that the purchaser will be in "good hands," that the consumer will have a "piece of the rock," or that "like a good neighbor" the insurer will be there in your time of need. This is the message conveyed by every insurance company advertisement and it is what every consumer expects and deserves when they buy insurance: insurance provides peace of mind. A policyholder buys an insurance policy for financial security, not as a get rich quick scheme, and certainly not to be embroiled in litigation.

2. A Source of Funds in Times of Crisis.

People buy insurance to provide a source of funds, and financial security, in times of crises, whether it is trying to recover from the effects of a devastating car or truck crash, a house fire, a medical emergency or the death of a breadwinner. We expect the insurance policy to live up to its promise and be there when we need it most. If an insurance company can escape these special duties and deny or delay payment of clearly owed debts consumers are deprived of the precise benefit the contract was designed to secure (i.e., peace of mind) and will suffer the precise harm (i.e., lack of funds in times of crisis) the contract was designed to prevent.

Now that we have discussed what consumers like you deserve and have a right to expect from insurance companies, let's look at what some of the largest

insurance companies in America actually provide. I am proud to say that I am a member of the American Association for Justice. The American Association of Justice (AAJ) has examined the records of some of the largest insurance companies in America to see if they live up to consumer expectations. Unfortunately, many of these companies do not.

Chapter 2: Behind the Closed Doors Where Insurance Company Executives Seek Their Fortune

In the next section of this book we are going to go inside the closed doors of the insurance industry. When we take a look behind these closed doors we will get a good look at greed and selfishness, humanity at its worst.

An Important Report

According to the AAJ's recent report entitled, *The Ten Worst Insurance Companies in America – How They Raise Premiums, Deny Claims and Refuse Insurance to Those Who Need It Most*, researchers investigated thousands of court documents, as well as records from the Securities & Exchange Commission (SEC), the Federal Bureau of Investigation (FBI) and state insurance departments. They also looked at news reports and testimony from the insurance industry's former agents and adjusters. The report provides conclusions about the insurance industry as a whole, lists the ten worst insurers and explains why they made the list.

Conclusions about the insurance industry

The AAJ came to the following conclusions about the insurance industry as a whole:

- **Companies consistently put profits over policyholders.** The report concludes that many insurance companies may "talk the talk," but don't "walk the walk." They may advertise that you're "in good hands," are "like a good neighbor" or "provide the strength to be there," but fall short when it comes to actually serving their customers.

- **Companies continually deny, delay and defend.** Insurance companies make more money when they pay out fewer claims. Obvious? Yes. Ethical? No. The industry as a whole routinely denies, delays and defends claims – all in the name of the "bottom line."

- **Profits and salaries are skyrocketing.** The property/casualty and life insurance industries average $30B in profits every year. In fact, the U.S. insurance industry as a whole receives premiums of over $1 trillion (with a "T") every year and has assets of $3.8 trillion. The chief executive officers (CEOs) of the ten insurers in the report averaged an annual salary of nearly $9 million in 2007.

Allstate: Slogan "You're in Good Hands."

Let's go behind the closed doors to and see how some of America's largest insurance companies operate. It's actually sickening to see how selfishness and greed drives the corporate culture at these insurance

giants. And the culture of these companies is driven by their executives' insatiable desire for money and power. For instance, Tom Wilson, the CEO of Allstate insurance company made $10.7 million in compensation in 2007 and mighty Allstate made $4.6 Billion (with a "B") in profits at the expense of its insured's.

Allstate has perfected its confrontational attitude towards its own policyholders based upon the advice of consulting giant McKinsey & Co. in the mid-1990s. You may recall the name "McKinsey &Co." whose employees considered themselves the "Masters of the Universe" and who engineered the rise and fall of Enron. You remember Enron-- the "smartest guys in the room," whose executives ripped off investors, put Enron into one of the most notorious bankruptcies in history and many of its executives ended up in prison. Many of the largest insurance companies in America, including Allstate, State Farm and Liberty Mutual, wanted to hear what this group of concerned citizens could do boost their bottom lines. McKinsey recommended Allstate focus on reducing the amount of money it paid in claims, whether or not they were valid. When it adopted these recommendations, Allstate made a deliberate decision to start putting profits over policyholders.

Following the advice of McKinsey &Co., Allstate used a combination of lowball offers and hardball litigation to increase its profits. When policyholders file a claim, they are often offered an unjustifiably low payment for their injuries, generated by Allstate using secretive claim-evaluation software called Colossus. Those that accept the lowball settlements are treated with "good hands" but may be left with less money than they need to cover medical bills and lost wages. Those that do not settle frequently get the "boxing gloves": an aggressive litigation strategy that aims to deny the claim at any cost. Former Allstate employees call it the "three Ds": deny, delay, and defend. One particular PowerPoint slide McKinsey prepared for Allstate featured an alligator and the caption "sit and wait"— emphasizing that delaying claims will increase the likelihood that the claimant gives up. According to former Allstate agent Shannon Kmatz, this would make claims "so expensive and so time-consuming that lawyers would start refusing to help clients."

Former Allstate adjusters say they were rewarded for keeping claims payments low, even if they had to deceive their customers. Adjusters who tried to deny fire claims by blaming arson were rewarded with portable refrigerators, according to former Allstate adjuster Jo Ann Katzman. "We were told to lie by our supervisors. It's tough to look at people and know you're lying." Now that's what I call being in "good hands."

Allstate's "boxing gloves" strategy boosted its bottom line. The amount Allstate paid out in claims dropped from 79 percent of its premium income in 1996 to just 58 percent ten years later. In auto claims, the payouts dropped from 63 percent to just 47 percent. Allstate saw $4.6 billion in profits in 2007 (just what the doctor ordered), more than double the level of profits it experienced in the 1990s. In fact, the company is so awash in cash that it began buying back $15 billion of its own stock, despite the fact that the company was simultaneously threatening to reduce coverage of homeowners because of risk of weather-related losses.

Are you disgusted yet? No? Well let's keep opening the closed doors, turning on the lights and seeing what tries to scurry for cover.

Unum—Slogan "Better Benefits at Work."

Unum is one of the nation's largest disability insurers. It is certainly fair to its CEO, Thomas Watjen, who received $7.3 million in compensation in 2007. Did it make a fair profit? It made $679 million in profit in 2007. Is it fair to policyholders? Let's turn on the lights and take a look.

Consider the example of one of its policyholders, Debra Potter. Potter, a financial services worker, developed multiple sclerosis and filed a disability claim with her insurer Unum. Unum denied the claim and told Potter her conditions were "self-reported," whatever that means. But to Unum it meant it was not going to pay her a penny. Potter's physician responded with a series of memos testifying to her problems, saying "there is no basis to support that her complaints are anything other than legitimate." Unum continued to deny the claim for three years, even after appeals from Potter's employer, BB&T, and after the Social Security Administration had concluded she was totally disabled. Only when Potter hired an attorney did Unum eventually agree to pay the claim.

In California, where nearly one in every four claims for long-term care insurance was denied, the California Department of Insurance launched an investigation into Unum. The investigation concluded in 2005 and found widespread fraud by the company. According to the report, Unum systematically violated state insurance regulations and fraudulently denied or low-balled claims using phony medical reports, policy misrepresentations, and biased investigations. California Insurance Commissioner John Garamendi described the insurer as an "outlaw company."

Yet more recent cases show Unum up to their old tricks. In 2007, the company admitted it had only reviewed 10 percent of the cases eligible

for reopening under the terms of legal settlements reached three years earlier. In one recent case, the company denied the claim of a 43-year-old man who had to have a quintuple bypass and several stents put in to expand his arteries. Despite doctors' orders to stop working, Unum told him he was not disabled and could still work — a decision the U.S. 9th Circuit Court of Appeals would later describe as defying medical science.

Starting to feel sick yet, or can you take more? There are more doors to open and more lights to turn on; sometimes it's fun to watch the cockroaches run for cover.

AIG — Slogan "We Know Money."

AIG is the world's largest insurance company. Its former CEO, Martin J. Sullivan, was fired in June 2008 after three straight years of record losses. He was rewarded with $68 million in compensation. I wonder what he would have received if the company made a profit?

AIG has a long established reputation for claims-handling abuses (Are you surprised?) Part of the reason for that reputation is AIG's reliance on underwriting results. Nearly every other insurance company relies on the income it makes from investing its policyholders' premiums. AIG has always focused on turning a profit on underwriting—in other words, taking in more money in premiums than it pays out in claims. You know, AIG "We know (and love) Money."

To do that, the company has had to be extremely choosy about the claims it pays. Former AIG claims supervisors have alleged in litigation that the company used all manner of tricks to deny or delay claims, including locking checks in a safe until claimants complained, delaying payment of attorney fees until they were a year old, disposing of important correspondence during routine "pizza parties," and routinely fighting claimants for years in court over legitimate claims.

After an AIG-insured Safeway grocery store burned down in Richmond, Virginia, the supermarket was confronted with damage claims from nearby residents who had been affected by the fire. AIG denied the claims saying that the damage was caused not by fire but by smoke, which qualified as a form of air pollution and as such was not covered.

As we are learning, AIG is not alone in using strategies such as deny-delay-defend to enhance its bottom line at its customers' expense. What sets AIG apart, however, is the way it has so callously sought to take advantage of its policyholders' misfortunes. For instance, in 1992, the very day Hurricane Andrew slammed into Florida, AIG Executive Vice-President J.W.

Greenberg sent a company-wide memo saying, "We have opportunities from this and everyone must probe with brokers and clients. Begin by calling your underwriters together and explaining the significance of the hurricane. This is an opportunity to get price increases now. We must be the first and it begins by establishing the psychology with our own people. Please get it moving today." **Wow, what a group of great guys and gals!**

Similarly, the September 11th terrorist attacks were to most people a terrible tragedy. To AIG executive Maurice Greenberg, the "opportunities for his 82-year-old company have never been greater." In the immediate aftermath of the attacks, prices for insurance soared by what Greenberg described by "leaps and bounds." "It's a global opportunity," the CEO said at the time. "It's not just in the United States, but rates are rising throughout the world. So our business looks quite good going forward." Greenberg also said of the increased awareness of the need for insurance that the attacks prompted, "AIG is well positioned—probably as well as it's ever been in this marketplace."

Well thank you Mr. Greenburg for showing us just how low a human being can go in pursuit of the almighty dollar. I'll bet AIG can't wait to cash in on the next disaster. Yes AIG, you do know money.

Well I have to ask you again, have you had enough? Unfortunately there are more doors to open and, if you have the stomach for it, let's keep going.

State Farm—"Like a Good Neighbor, State Farm is There."

State Farm is the biggest property casualty insurance company in America. It is certainly good to itself and its CEO. Its CEO, Edward B. Rust, Jr., was paid $11.7 million in compensation in 2007 and the company profited to the tune of $5.5 billion the same year. But how did it treat its policyholders. Let's turn on the lights in State Farm executive suite and take a look.

Like Allstate, State Farm used consulting giant McKinsey & Co. (You know the "Masters of the Universe".) The McKinsey concept involves cutting spending on claims payments to boost profits. Agents steeped in the McKinsey way speak of the "three D's"— deny the claim, delay the payment, and then do anything to defend against a lawsuit.

Let's look at how State Farm handled claims made after Hurricane Katrina. As you may recall, Hurricane Katrina was one of the deadliest natural disasters in U.S. history. Hurricane Katrina made landfall on August 29, 2005, near Buras, Louisiana. The storm killed nearly 1,600 people and

caused $135 billion in damages. State Farm would later claim it had settled 99 percent of its cases, but regulators criticized the company for using misleading statistics. The company claimed that any house that had what they considered water damage did not constitute a claim in the first place. Now, after a hurricane, how many claims do you think State Farm could claim received water damage? In fact, despite State Farm's claims that it had settled 99 percent of its cases, the Louisiana Department of Insurance reported it was contacted by 9,000 consumers seeking help resolving disputes with State Farm.

Let's look at a specific example, the case of the Nguyen family of Mississippi who lost their home in Hurricane Katrina. Not surprisingly, State Farm denied their hurricane damage claims. State Farm denied this family's claims despite the fact its own engineers concluded that the damage was caused by wind and eyewitnesses verified that another house was picked up by the hurricane's wind and thrown into the Nguyens' home. Not satisfied with its first engineer's conclusions, State Farm hired another engineering firm to come to a different conclusion and then denied the claim, saying the damage was caused by flooding.

Bob Kochran, CEO of an engineering firm assessing Katrina damage for State Farm, said that he was asked to alter reports with which the company did not agree. In order to keep the State Farm contract, Kochran agreed to tell his engineers to "re-evaluate each of our assignments." One of the engineers, Randy Down, responded in an email, "I have a serious concern about the ethics of this."

Even United States senators aren't protected from the greed of insurance companies. Consider the case of United States Senator Trent Lott. Lott, who had long counted on insurance companies for political contributions became an industry critic after his beachfront house was destroyed by Hurricane Katrina and his subsequent claim was denied by State Farm. Lott eventually settled with State Farm, but went on to sponsor legislation requiring insurers to provide "plain English" summaries of what their policies did and did not cover. Hurricane Katrina had highlighted insurance company use of such things as anti-concurrent clauses, which led policyholders into believing they were covered from the risks of hurricanes, when in fact subsequent flooding might wipe out any chance of a claim being paid. "They don't want you to know what you really have covered," said Lott.

In 1999, a series of powerful tornadoes killed 44 people in Oklahoma and caused $1.8 billion in damages. Homeowners brought a class-action suit against State Farm, alleging the company had tried to undervalue damage to homes or claim damage was caused by other factors such as faulty construction. A jury eventually ruled that State

Farm acted "recklessly" and "with malice" and disregarded its duty to policyholders. The firm that State Farm used to allegedly undervalue damage was Haag Engineering—the same firm that would be accused of mishandling Katrina claims six years later.

In 1999, despite Oklahoma tornado claims, State Farm earned $1.03 billion in profits after taxes. In 2005, despite Hurricane Katrina, State Farm turned a $3.24 billion profit. The following year, without a major catastrophe, profits increased to $5.32 billion, for which CEO Ed Rust received an 82 percent pay raise. In fact, since State Farm hired McKinsey, the company has seen profits more than double from its 1990s level to the $5.4 billion it made in 2007.

Frankly, I don't know how much more of this I can take. Sir Francis Bacon said that "knowledge is power," but in the case of these insurance companies, knowledge is depressing and even frightening. But, you know what, that's why I became a lawyer, to fight against corporate corruption and greed.

Well, if you're still willing, let's turn open another door and turn on the lights.

Conseco—Advertising Slogan "Step Up."

Conseco is good to its executives and to itself. In 2007 its CEO was paid $2.6 million in compensation and the company had $179.9 million in profits. But how does it treat its policyholders?

Conseco's policyholders are some of the most vulnerable members of the population. The company sells long-term care insurance policies, typically to the elderly, promising that the policyholder will be taken care of at the end of his or her life. Unfortunately, Conseco uses the imminent deaths of its policyholders to its advantage by delaying or denying valid claims of those who can no longer care or advocate for themselves. Mary Beth Senkewicz, a former senior executive at the National Association of Insurance Commissioners (NAIC), summed up the tactics of the long-term care insurance industry quite succinctly: "The bottom line is that insurance companies make money when they don't pay claims...they'll do anything to avoid paying, because if they wait long enough, they know the policyholders will die."

Long-term care insurance policies are usually purchased by senior citizens as assurance that they will be able to afford to live in an assisted living center or nursing home when they are no longer capable of living on their own. Conseco and its subsidiaries, Bankers Life and Casualty and Penn

Treaty American, sell such policies. However, many policyholders have not been satisfied with the way their claims have been handled.

Former employees of Conseco and its subsidiaries have spoken out about the company's claims-handling practices. Former Bankers Life agent Betty Hobel said Conseco and Bankers Life "made it so hard to make a claim that people either died or gave up." Another former Bankers Life employee, Robert Ragle said "[t]heir mentality is to keep every dollar they can." In a 2006 deposition, Bankers Life claims adjuster Teresa Carbonel described how she was forbidden from calling physicians or nursing homes to request missing paperwork before denying claims. Another Conseco employee, Jose Torres, in a separate deposition, testified that he was told to withhold payment on claims until the policyholder submitted documents not even required under the terms of the policy.

Thank you Conseco for living down to what we have now come to expect from greedy insurance companies. I have to complement you, however, on taking us to a new low by taking advantage of the elderly at their time of greatest vulnerability and need. I guess everything is fair game in your quest for money and power.

I guess at this point I'm no longer surprised, disappointed or even depressed. I'm just plain mad. Let's open another door and turn on the lights and watch the cockroaches run for cover.

WellPoint—Slogan "Our Business Is Healthcare But Our Customer Is Humanity."

In March 2007, the California Department of Managed Health Care fined Blue Cross of California and its parent company, WellPoint, $1 million after an investigation revealed that the insurer routinely canceled individual health policies of pregnant women and chronically ill patients. The practice, known as rescission, is illegal in California. In order to drop individual policies, which are usually purchased by consumers who cannot receive health insurance through their employers, the insurer must show that the policyholder lied about their medical history or preexisting conditions on the application. As part of the state's investigation, regulators randomly selected 90 cases where the insurer had dropped the policyholder. In every single one, investigators found the insurer had violated state law.

In December 2007, Insurance Commissioner Steve Poizner announced his office was imposing a $12.6 million fine against Blue Shield, saying the company had "committed serious violations that completely undermine the public trust in our healthcare delivery system." Among these violations were improper rescissions, failure to pay claims on a timely

basis, failure to provide required information when denying a claim, failure to pay interest on claims where required, and mishandling of member appeals.

Despite a series of fines and reprimands from the state, Anthem did not change its claims-handling practices. The continuation of rescission practices forced Los Angeles City Attorney Rocky Delgadillo to sue Anthem Blue Cross of California in April 2008, for fraud, violation of state and federal insurance regulations, and violation of truth-in-advertising laws. Anthem's practice of canceling policies of sick patients prompted Delgadillo to claim that "[t]he company has engaged in an egregious scheme to not only delay or deny the payment of thousands of legitimate medical claims but also to jeopardize the health of more than 6,000 customers by retroactively canceling their health insurance when they needed it most." He also alleged that "more than 500,000 consumers have been tricked into purchasing largely illusory healthcare coverage based upon the company's false promise."

Other states have taken action against WellPoint and its subsidiaries over their claims-processing practices. In January 2008, Nevada Insurance Commissioner Alice A. Molasky-Arman announced a $1 million settlement with Anthem Blue Cross and Blue Shield over systematic over-charging of policyholders. Similarly, Colorado's Insurance Commissioner, Marcy Morrison, secured a $5.7 million refund for consumers of Anthem Blue Cross Blue Shield health insurance policies. In Kentucky, the Office of Insurance ordered Anthem Health Plans of Kentucky to refund $23.7 million to 81,000 seniors and disabled people over inaccurate Medicare claims payments.

Physicians have their own set of grievances against the insurance behemoth. WellPoint was one of several health insurers sued by 800,000 doctors who claimed they were routinely denied full payment for care they provided to policyholders. In two lawsuits, the physicians argued that insurance companies manipulated computer programs to systematically underpay physicians for the treatments they provided.

Physicians in California have encountered a new reason to be outraged by WellPoint. Blue Cross California has recently sent letters to physicians instructing them to inform the company of any pre-existing conditions they come across when evaluating patients. The letter demanded that "[a]ny condition not listed on the application that is discovered to be pre-existing should be reported to Blue Cross immediately." The California Medical Association promptly forwarded the letter to state regulators complaining that the insurance company is "asking doctors to violate the sacred trust of patients to rat them out for medical

information that patients would expect their doctors to handle with the utmost secrecy and confidentiality."

At this point, Wellpoint's actions seem to be the industry norm—delay, deny and defraud. Is there more? You bet there is; let's keep looking.

Farmers—Slogan "Gets You Back Where You Belong."

Farmer's paid its CEO, James J. Schiro, $10.3 million in compensation in 2007 and it made a profit of $5.6 billion the same year. Are we starting to see a pattern here?

Let's look at how this fine company treats its policyholders. Let's look at the case of Ethel Adams. Ms. Adams was a 60-year-old Washington State woman involved in a multi-vehicle accident that put her in a coma for nine days, left her with devastating injuries, and eventually confined her to a wheelchair. Farmers denied her insurance claim, contending that the driver at fault had acted in a moment of intentional road rage, and thus the crash was not an accident and not covered by their insurance policy (**You have to hand it to these guys—greed apparently makes you very creative**). The company's denial caused an outcry, and Farmers Los Angeles headquarters was flooded with calls and emails from angry policyholders threatening to boycott the company. Farmers gave in only when the Washington State Insurance Commissioner threatened the company with legal action.

Ms. Adams' case is symptomatic of Farmers' attitude towards its policyholders. Internal company documents revealed an employee incentive program, "Quest for Gold." The program offers incentives, including $25 gift certificates and pizza parties, to adjusters who meet goals, such as low payments and the rates at which they are able to persuade claimants not to hire an attorney. Employees' performance reviews and pay raises are also determined by their ability to meet claim payment goals. Internal emails showed one particular claims manager encouraging representatives to intentionally underpay valid claims, saying, "[a]s you know, we have been creeping up in settlements... Our [claims representatives] must resist the temptation of paying more just to move this type of file. Teach them to say, 'Sorry, no more,' with a toothy grin and mean it." The same email also indicated that claims representatives were financially rewarded for such behavior. The manager singled out an employee who consistently low-balled claims, saying, "[i]f he keeps this up during 2002, we will pay him accordingly."

Farmers' most high-profile run-in with state regulators occurred in California after the 1994 Northridge earthquake, which killed 72 people, injured nearly 12,000, and caused over $12 billion in damages. Many of

the homeowners were covered by Farmers. Despite paying out over $1.9 billion for 37,000 claims, the company was hit with a wave of bad faith lawsuits for failing to pay policyholders the full value of their homes. In one case, a Farmers' subsidiary was sued for bad faith and fraud by a condominium homeowners' association after the company refused to pay to rebuild the severely damaged building. The homeowners, who were mostly minorities, were helped in their case by the testimony of a former claims adjuster, Kermith Sonnier, who admitted that a supervisor told him to settle the claim for a target amount, despite never having seen the damage firsthand. In March 2000, over six years after the quake, a jury awarded the homeowners' association $3.98 million in compensatory damages and was deliberating punitive damages when Farmers agreed to settle the case for $20 million. Sonnier, who had been fired by Farmers, also successfully sued the company for compensatory and punitive damages.

Immediately following the earthquake, the company implemented a program asking employees to help recoup some of the losses and adopted the slogan "Bring Back a Billion," meaning that employees were expected to bring in a billion dollars for the surplus. Some of these employees even signed pledges agreeing to work toward this goal. **Now that's what I call the never give up attitude. If at first you don't succeed at making enormous profits at the policyholders' expense, try, try again.**

UnitedHealth—Slogan "We are committed to improving the healthcare system."

William McGuire orchestrated UnitedHealth Group's rapid growth to become the largest health insurance company by premiums written in America. Along the way, he ensured he would be well compensated for his efforts. By backdating his stock options, McGuire amassed $1.6 billion (with a "b") in options as UnitedHealth's stock price rose from 30 cents per share in 1990 to $62.14 in December 2005. **Now that's impressive even by insurance company standards.**

The company's success under his leadership made it easy for McGuire to convince the board of directors to reward him for his performance. McGuire was allowed to choose when his stock options would be awarded, essentially allowing him to backdate his options to make it appear they were issued on days when stock prices were at their lowest. When McGuire became CEO in 1990, he immediately began to streamline the company by cutting back on coverage for treatment he deemed unnecessary and by bargaining with doctors to reduce payments.

The premiums charged by UnitedHealth's AARP plans are often far higher than those charged by other companies. The AARP reputation gives seniors the false sense of value and quality, even though there is little difference in services and the premiums are far higher.

In June 2007, UnitedHealth was forced to suspend marketing of its Medicare Advantage program after the federal government determined that the company was misrepresenting its products. Medicare audit reports found that UnitedHealth lacked an effective program to supervise its marketing representatives. The reports also found that the company failed to notify policyholders about changes in costs and benefits.

UnitedHealth has repeatedly been accused of focusing on profits at the expense of its policyholders and their health care providers. The Nebraska Insurance Department reported a spike in complaints against the insurance giant for wrongful denials of claims and for failing to reimburse claims in a timely manner. Other state regulators have said UnitedHealth has acted improperly in denying claims. In one case, the company denied a doctor's request for an enclosed bed to protect a four-year-old with an abnormally small head. In another case, the company rejected a request from a patient who lost 200 pounds after bariatric surgery and wanted to have flaps of excess skin removed to prevent infection.

Physicians report that UnitedHealth's reimbursement rates are so low and delayed for so long that patient health is being compromised. Many physicians in South Carolina have stopped accepting UnitedHealth coverage and others are forcing patients to pay up front.

But does any of this really matter to UnitedHealth Care? What's important is that its CEO was able to become a billionaire and the company made billions in profits. We can't let a few thousand defrauded policyholders get in the way of empire building can we?

Certainly there can't be anymore can there? Of course there can; oh ye of little faith (faith that there is no end to greed that is)! Let's open yet another door and turn on the lights.

Torchmark—I couldn't locate its slogan, but the word "torch" in its name says it all concerning how it treats its customers.

Torchmark's CEO earned $4.7 million in compensation in 2007 and the company profited to the tune of $527.5 million. Not bad -- for the CEO and company that is. But what about those pesky insured's?

Well, as luck would have it, Torchmark's former CEO, Frank Samford, admits that the company's very origins are a scam. Apparently when the company was founded in 1900, it was founded to funnel money to its owners and not to benefit policyholders (**at least this company's CEO admits to doing what all of the other insurance companies we have looked at are actually doing)**. Then known by the deceptively titled "Heralds of Liberty," this fine group of upstanding citizens initially registered itself as a fraternal organization instead of as an insurance company to circumvent Alabama's insurance laws. Since then, Torchmark, and its various subsidiaries, have preyed upon low-income Americans all over the South. The various schemes and tactics it has engaged in, including race-based underwriting, refusing insurance to non-English speakers, and deliberately overcharging of premiums.

In the 1990s, Torchmark subsidiary Liberty National Insurance was forced to pay several millions of dollars in litigation alleging fraud in selling cancer insurance policies. The company had marketed the policies in the 1980s promising lifetime benefits, yet changed the policies without telling their customers. Oops!

Torchmark subsidiaries, Globe Life and Accident Insurance and United American Insurance, also came under fire for their marketing of individual health insurance policies. Some of the tactics that were highlighted included selling replacement policies that did not actually replace all of a person's coverage. Company agents would convince policyholders that their current coverage would be discontinued at age 65, even when it was guaranteed for life, and then would offer new policies that were not worth as much.

For years Torchmark and its affiliates have been involved in litigation concerning race-based pricing, particularly over "burial policies." In the mid-1980s, half of all Alabamans who died had a burial policy from Torchmark. These burial policies were sold at a higher price to black policyholders. In 2000, a Florida court ordered the company to stop collecting premiums on the old burial policies because black policyholders had been charged more than white policyholders.

Well cheer up readers, we're down to our final door—so let's push ahead.

Liberty Mutual—Slogan "Responsibility. What's your policy?"

Liberty Mutual's CEO made a whopping $27 million in 2007 and the company profited to the tune of $1.5 Billion the same year. And, like Allstate and State Farm before it, Liberty Mutual hired "the smartest guys in the room,"

consulting giant McKinsey & Co. to boost its bottom line. The McKinsey strategy relies on lowering the amounts paid in claims, no matter whether the claims are valid or not

Like several other big property casualty insurers, Liberty Mutual has also begun abandoning policyholders across the country. The company has pulled out of many states—not only hurricane susceptible states such as Florida and Louisiana, but also northern states such as Connecticut, Rhode Island, Maryland, Massachusetts, and much of New York. A 2007 *New York Times* article high- lighted Liberty Mutual policyholders James and Ann Gray of Long Island. The Grays were "nonrenewed" by Liberty Mutual despite the fact that they lived 12 miles from the coast and had "been touched by rampaging waters only once, when the upstairs bathroom overflowed." In fact, Liberty Mutual and its big name competitors have left more than 3 million homeowners stranded over the last few years. New York regulators chastised Liberty Mutual for tying nonrenewals to whether a policyholder had an auto policy or other coverage, which is against state law.

Conclusion

These insurance companies have us "covered" from cradle to grave and everything in between. These companies' pursuit of money and power at the expense of policyholders and anyone else that gets in their way is an example of greed and selfishness at its worst and can be downright illegal. If you have been injured in a car wreck, you do not have to let these insurance giants and their teams of adjusters and lawyers turn you into their next victim on their road to unlimited wealth. You can, and must, fight back. And the good news, and yes there is good news, is that you do not have to do it alone. I want to help you stand up for your rights and receive the compensation you deserve for your injuries and losses. So, let's keep reading so you can learn how you can win your case, and in the process, help good triumph over evil. For as Edmund Burke is quoted as saying "All that is necessary for the triumph of evil is that good men (or women) do nothing."

Chapter 3: Bringing 'Bad Faith Refusal to Settle' Claims Against Insurers

We have looked at how insurance companies routinely put their own interests above those of their policyholders. There are two primary weapons that can be used to overcome an insurance company's tactics of delay, deny and defend. The first way is act quickly and thoroughly prepare the case for either settlement or trial. The second way is to bring a "bad faith" refusal to settle claim against the insurance company if it refuses to pay a reasonable settlement demand and the jury awards more than an insured's policy limits. Both of the weapons are discussed in this book. In this section, we will look at the weapon of bad faith refusal to settle.

Bad Faith Claims: The Duty-to-Settle Scenario

On New Year's morning 1999, Peggy and Patty Plaintiff were stopped at an intersection waiting for the light to change to green. They had just graduated from college and both started working for the same company as flight attendants. As they waited, an overweight semi tractor-trailer driven by David Driver plowed into the rear of Peggy and Patty's car. Peggy was rendered a quadriplegic with nearly $1 million in medical bills at the time of trial. Patty had severe, but less serious, injuries. Her medical bills were about $40,000.

Through discovery it was learned that the total insurance available from the truck, trailer, and driver's insurers is $2 million. A demand is made to the trucking company asking it to pay the entire amount. The insurance company adjuster and defense attorney rejected the demand and the case went to trial.

The jury says they have a verdict. The foreperson stands to read it: "We the jury find in favor of PEGGY and PATRICK PLAINTIFFS and against DAVID DRIVER and MEGA TRUCKING in the amount of $10 million."

What happens next? This scenario is the classic "duty to settle" situation. The insurance company and the trucking company have played the deny, delay and "low ball offer" game and lost. They lost the game because the plaintiff's attorney was willing to take the case to trial and won. Now it's important to follow the appropriate steps to secure the right to damages in excess of the policy amount from the insurance company.

Insurance companies have a duty to act in good faith and respond to offers of settlement. If the insurance company does not act in good faith in responding to settlement offers, the insurance company can be liable for the full amount of the judgment even if it is greater than the insurance stated in the insurance policy.

The basis for this "duty to settle" arises because the policyholder has relinquished defense of the suit to the insurer. Insurance is a fiduciary relationship. The policyholder-defendant depends upon the insurer to conduct the defense properly. By allowing the insurance company to hire the attorney and in effect guide the defense of the case, the insurance company must act in good faith. When it violates that duty, the insurer is guilty of acting in bad faith.

The tort of bad-faith is a powerful weapon to combat the delay, deny and defend tactics so often employed by insurance companies. By using this weapon you have every hope of recovering full compensation for your injuries and losses and recovering punitive damages to prevent this type of conduct by the insurance company in the future. That's about as good as it gets after a car crash!

Chapter 4: What Must Be Proven To Win A Case?

To overcome insurance company lies and tactics you must take appropriate, timely action. You must prove that someone else was negligent or careless and that it was their negligence or carelessness which caused your injury. You must also avoid mistakes that can jeopardize your case. You must also be prepared to pursue a bad faith refusal to settle case against an insurance company that acts fraudulently during the settlement process. In this section we are going to talk about the importance of moving quickly and decisively after a car crash. We will also talk about the types of compensation you are entitled to recover, under appropriate circumstances, in a car accident.

How Car Crash Lawsuits Work

The goal of pursuing a car accident case is to get the highest recovery possible. To get the full compensation you deserve it is important to:

- Thoroughly investigating accident scenes, and hire accident experts and reconstructionists to prove fault when necessary.
- Investigating all possible contributing factors of an accident. Often, accidents and the resulting injuries are caused by multiple factors, including accidents caused by driver inattention or negligence, road conditions and design factors, and product failures (such as tire defect accidents and seat belt failure).
- Identify all of the responsible parties. Once all of the contributing factors of a car accident are identified it is important to bring a lawsuit against all those who are liable. These parties can include other drivers, automobile and tire manufacturers, municipalities responsible for road design and maintenance, construction companies who may have been engaging in road repair at the time of the accident, and others. All who are responsible for an accident need to pay for their share of the damages, not just the other driver.
- To maximize your recovery in an accident, it is important to calculate your entire damages, including proving pain and suffering and income loss, so you can prove these damages at trial or settlement.

Only by carefully engaging in all of these actions will you be able to recover the full amount for your claim.

Insurance companies and their lawyers don't "roll over" in settling lawsuits. They won't engage in serious settlement negotiations until you can demonstrate to them how they are likely to lose as much or more at trial than the settlement requested. Only when it is clear to a defendant that you will be able to prove fault and substantial damages at trial, and that their defenses are likely to fail, will they consider paying the full amount for your claim.

Maximizing Your Recovery in a Car Accident Case

The goal of our firm is to maximize your recovery in a car accident case so that you can recover the full amount of damages for your injuries and losses. Toward this goal, it is important that we act quickly to preserve evidence. We must also prove what caused the accident, credibly and comprehensively prove your damages, and identify and prove liability against all of the responsible parties who caused injury to you or a loved one.

Preserving the Evidence

Preserving the evidence includes securing evidence from the scene (including securing accident vehicles and their component parts), securing witness statements, photographing key elements of the case, and documenting any road design and maintenance defects that may exist at the accident scene.

Proving Accident Causation

Proving what caused the accident includes proving your case through the use of experts such as accident reconstruction, accident and biomechanical expert witnesses, the effective use of demonstration exhibits, videotaped accident recreation, and experimental tests designed to show the jury key elements at issue in the case, along with computer simulation and computer animation.

Proving Your Damages

Credibly and comprehensively proving your damages involves the use of damages experts, like treating physicians, independent medical experts who testify about past and future medical bills, economists, vocational rehabilitation experts, life care planners, and psychologists who can testify regarding an auto accident victim's injuries, lost earnings and earning capacity, ability to perform household services, psychological well-being, ability to enjoy life, and pain and suffering.

Responsible Parties

In car accident, there are often multiple parties responsible. These parties can include another driver, a municipality responsible for road conditions, a manufacturer of a defective seat belt or tire, or a construction company that may have been performing road maintenance. In addition, a bar that supplied alcohol to an intoxicated driver may also be liable.

Chapter 5: The Importance of Preserving Evidence

In many cases, the outcome of a trial concerning a car or truck accident is dependent upon the evidence that is presented at the trial. Often this evidence consists of products that may have failed, such as seatbelt failure or tire failure. For this reason, it is critical to secure the key pieces of evidence as soon as possible so that the evidence is not lost, or the evidence does not deteriorate between the time of the accident and the time of trial.

How Evidence is Often Handled By Insurance Companies and Auto Manufacturers

Insurance companies rarely do anything to preserve the evidence left behind at an accident scene unless it is helpful to them. Moreover, potential defendants like trucking companies and auto manufacturers have put together first response teams that are experts at turning evidence to their advantage. Weather and the elements also work against the discovery of evidence that may be crucial to proving fault in your car or truck accident case.

How We Work To Preserve Evidence to Help Your Case

As a car accident law firm, we work to secure these key pieces of evidence. In some cases, if the evidence is larger, such as a car that has been totaled, adequate provision must be made for storage. At trial, it is important that evidence be in the same condition, to the extent possible, as it was at the time of the accident. Further, it is important to secure evidence from an accident scene so that no claim can be made that evidence was altered after an accident.

Witness Statements

As time fades, so do memories. The best time to conduct an accident investigation is immediately following an accident, or as soon thereafter as possible. For a car and truck accident law firm such as ours, we want to be able to investigate an accident scene before it has changed. We also want to be able to interview witnesses to the accident.

In the case of law enforcement, some officers who investigate traffic incidents do so at the rate of up to 25 incidents per week. Tow truck drivers and EMTs may have similar involvement. As a result, it may be hard for even these professionals to remember specific details about an accident. And, like others,

their memory is likely to fade as time passes. This is the case even in accidents involving quadriplegia and death.

Law Enforcement Investigation Reports

In many instances, officers are not required to perform a standard "accident investigation" unless a fatality is involved. Even more surprising is the fact that in many of the "busier" jurisdictions, even when a fatality is involved, department policy does not require an in-depth "investigation," much less a formal "reconstruction."

As a result, officers, eyewitnesses, EMTs, and other potential key witnesses should be interviewed, and in some instances, asked to sign affidavits. This should be done while a case is being evaluated so that a record is made while facts are still fresh in the witnesses' minds.

These witnesses can also become harder to find as time passes. They may also carry with them key evidence concerning accident reconstruction, as well as irreplaceable damage evidence, such as evidence of the conscious pain and suffering of someone killed in a collision.

Example – Auto Manufacturer Defects Case

In an auto manufacturer defects case, it is important to know the seating position of occupants present in the vehicle involved. This information is helpful in determining the movement of the occupants in the vehicle at the time of the collision and how the injuries were caused.
Loading of the vehicle is another issue that needs to be documented by witness statements, especially in rollover cases. While these vehicles are often advertised and marketed as cargo vehicles, increased weight on top of the vehicle like the luggage rack raises the vehicle's center of gravity. In a roll-over case, the defense lawyers may use this fact is showing that it was the driver who caused the vehicle to become unsafe.

Likewise, it is important to document seat belt use to determine if there is a potential seat belt case against the manufacturer or to avoid a defense that a seat belt was not used. Other auto manufacturer defects, including tire defects, breaks, handling, power-steering failure, air bags, childcare seats, and other product failure, are heavily dependent on witness testimony.
In road and highway defect design and road maintenance defect cases, local resident and emergency personnel that responded to the scene may have critical information that may be lost if not documented quickly. Traffic or construction delays, inadequate signage, other accidents in area, near-miss cases, or personal tales about damage to their cars from roadway drop-offs are all important to document quickly.

Why It's Critical to Secure an Accident Vehicle

In a serious car accident or truck accident, it's critical to secure an accident vehicle as soon as possible following an accident. A product defect may have caused or contributed to the injuries suffered. These defects can include tire defects, seat belt defects, or other parts of a vehicle. The vehicle must be secured so that important evidence is not destroyed.

What Steps Should be Taken if Vehicle Product Defects Are Suspected?

If a defective vehicle product is suspected, the car or truck should be secured and stored in an indoor, weatherproof storage facility. To make sure that this occurs, if you have been injured or a loved one has been killed, it is important to take quick, decisive action after a collision.

It's important that this process take place as soon as possible after the accident, as insurance company actions may include salvaging or scraping an automobile they insure when it has been involved in an accident.

Moreover, some vehicle and component part manufacturers have "first response" teams employing investigators to gather evidence of incidents reported on television, the radio, or in the newspaper. For a number of reasons, tires, tire treads, air bags, black box evidence, seat belts, and the vehicles themselves have been known to disappear from storage or tow lots before an auto accident attorney can gain control of the vehicle.

What Does an Insurance Company Do With A Vehicle Following an Accident?

The most likely scenario following an automobile accident is that the insurance company will take possession of the vehicle and place it in a storage lot. This does not mean the evidence is protected. In most instances, the insurance company transports the vehicle to a large unsecured lot where the vehicle is exposed to the weather. This may result in rust and corrosion of a vehicle's component parts which could prevent an expert hired on your behalf from being able to determine and testify that a manufacturing defect caused or contributed to your injuries or the death of a loved one.

What We Do to Preserve Vehicles and Evidence

As an experienced car accident attorney, I will take whatever steps are necessary to preserve the vehicle. The process begins by sending the insurance company and any storage lot a "preservation" letter from our firm.

The letter will state that the subject vehicle and its component parts, including such things as the tires, seat belts, air bags, black box, seats, and

the windshield, are crucial evidence in a potential auto manufacturer defect case, and that no part of the vehicle should be altered, removed, or destroyed. The letter will also state that the vehicle and its component parts should be moved to an indoor weatherproof storage facility.

In many cases, insurance company adjustors are interested in a potential subrogation claim against a third party automaker and will fully co-operate with our firm in storing and preserving the vehicle. In these cases, we are often able to reach a specific agreement from the insurance company to preserve the vehicle. If the insurance company is unwilling to agree to preserve a vehicle, we will seek a temporary restraining order to safeguard the condition of the vehicle for evidentiary purposes.

Temporary Restraining Orders for Accident Vehicles

The condition of a vehicle involved in an accident can have tremendous evidentiary value for proving the case of someone injured or the family of a loved one who has been killed. This can be especially true if there is a possible defect that caused or contributed to injuries, such as a malfunctioning seat belt or tire. However, if the vehicle is not secured in a secure, climate-controlled environment, the condition of the vehicle (and any components that may have been defective), may deteriorate to such a condition as they are no longer helpful for evidentiary purposes.

Following an accident, an insurance company or other entity may seek to take control of a damaged vehicle. As a car accident lawyer, I may seek a temporary restraining order for accident vehicles from a court of law that will preclude any potential person or party that might foreseeably seek possession or access to the subject vehicle from doing so. This legal action will include any parties currently in possession, custody, or control of the vehicle involved in the collision.

The restraining order may also specify how the vehicles are to be stored, the limited access that would be given to the vehicles, and a prohibition for all parties in taking any actions that would alter the vehicle. The temporary restraining order would not only apply to the owners of the vehicles and their insurance companies, but also to automakers, product manufacturers, and police departments or other investigative agencies, if necessary.

Why Temporary Restraining Orders Are Sometimes Necessary

While it is important to prevent anyone from selling, disposing of, or altering the vehicle and all component parts, it is also important for the order to specify that I (or any investigators or experts hired by me or our firm) have the right to inspect the vehicle and to purchase and relocate the vehicle to an appropriate storage site that is secure, with limited access, and climate control. In auto accidents involving two or more vehicles, I may

decide to secure and preserve all other vehicles that were involved in the collision in a similar manner, if possible.

Chapter 6: The Role of the Police in Determining Fault for Car and Truck Accidents

In some cases, a car or truck accident victim may assume that because another driver received a ticket, that the other driver is automatically liable (or “guilty”) for causing the accident. In other instances, the victim may be upset that even though the other driver caused the accident, the other driver did not receive a ticket.

It’s important to understand that the scope of many law enforcement investigations is limited to determining whether a violation of the law occurred and whether a prosecution will be initiated. In many cases, the actions of a driver at fault may not be a violation of the law, or the police officer may not have enough evidence to charge the person with a violation of the law.
As an example, in a car crash involving two cars crash in the middle of an intersection, if there are no witnesses to the accident, it may be difficult or impossible to determine which of the cars may have ran the red light. In this instance, the investigating officer may not give either driver a ticket.
In all cases, it is not the role of law enforcement to assess the damages that may have been caused. Thus while an accident report may be important in helping to establish fault, the report itself is not going to "prove" liability. Liability is only proven in court when a jury determines who is liable.

Evidence Gathered by Law Enforcement Agencies at an Accident Scene

While they may not preserve cars, trucks, or other vehicles involved in an accident, investigating law enforcement agencies like the police or Highway Patrol usually take some steps to record the evidence at the scene of the accident at the time of their arrival. In documenting a major car accident, for example, police officers will likely photograph the scene, briefly inspect the subject vehicles, interview eyewitnesses to the incident, and measure and document all evidence they believe to be associated with the accident.

It is important to remember, however, the role of police officers in an accident is to investigate the accident scene with an eye toward possible criminal violations, not toward a civil lawsuit. Also, law enforcement officials are limited in their training and in the resources available to complete a thorough evaluation of a car accident site. Thus, when you or a loved one has been involved in a car accident, it is important to contact an experienced accident attorney who can visit the accident site before critical evidence is lost or altered.

Securing Accident Debris Evidence

Many times accident debris evidence - like tire treads, glass deposits, side mirrors, luggage racks, tail lamp covers, and even items thrown from inside a vehicle - may be present for only a short period of time after an accident. Knowledge of the exact location of this type of evidence can be a tremendous aid to an accident reconstructionist in recreating how an accident took place.

Insurance companies rarely do anything to preserve the evidence left behind at the scene of an accident. Similarly, "first response" teams funded by the automakers and component part manufacturers understand the importance of car accident scene evidence. So do others interested in defending against your potential car accident case. Further, weather and elements work against the discovery of evidence that may be crucial to the reconstruction of an incident.

Regardless of the reason, evidence from an accident scene can disappear from roadways before a thorough evaluation can occur. Thus, an immediate at-scene investigation process initiated by an attorney acting on your behalf is critical.

Chapter 7: What Damages Can I Recover?

If you or a loved one has been injured in an automobile accident, you are legally entitled to be compensated **for all losses directly sustained by reason of your injury**. As noted below, these damages include those for economic damages (such as medical expenses and lost time from work), pain and suffering (including emotional damages), and future damages that are reasonably certain to be sustained (such as loss in earnings capacity due to the accident, future medical treatment, and future pain and suffering).

The **purpose** of awarding compensation to victims of car, truck, or other accidents is to make them whole again, or as whole as possible. As your attorney, I will carefully document all of the injuries that you have suffered and are likely to incur in the future, as these will be the damages that we will request and seek to prove at trial.

Calculating damages for pain and suffering, loss of income damages from a car or truck accident, and other damages from an accident often requires an economist. In many instances, calculating these damages requires making certain assumptions, such as future earning capacity and the number of years that a person would have continued to work if the person did not suffer a debilitating car or truck accident injury. Economists and other financial experts can provide evidence to support a claim for these damages at trial.

In some cases, an injured victim may be entitled to what are called "punitive" damages. Punitive damages are damages that may be assessed in some limited circumstances against a company responsible for causing an accident. Punitive damages are not provided based upon the actual damages that are incurred, but are special damages designed to punish a wrongdoer so that the wrongdoer will have an incentive not to engage in the activity that caused the accident.

The Types of Damages - Examples

Damages for the injuries resulting from an automobile truck, or pedestrian accident can encompass a number of categories, including, but not limited to, the following:

- Medical expenses already incurred
- Future medical expenses

- Prescription medication
- Physical therapy
- Health aids / orthopedic devices
- Artificial limbs
- Disfigurement and the cost of plastic surgery
- Necessary household help
- Wages lost to the date of trial or settlement
- Impairment of future earning capacity
- Pain and suffering
- Lost enjoyment of life
- Mental and emotional distress
- Necessary travel expenses
- Costs of vocational rehabilitation
- Loss of affection to the non-injured spouse

Future Suffering and Medical Problems

Injuries suffered in an automobile accident, a truck crash, or a pedestrian accident may lead to medical problems including impairment damages and medical complications, particularly as a person ages. For example, a person with an injured knee may be unable to walk properly after the accident, and thus may be said to be “impaired” or “disabled.” That person may also develop arthritis in their knee as they age, which would be a “medical complication” resulting from the accident.

Medical complications from injuries suffered in an automobile accident can cause complications to seemingly unrelated parts of the body. Consider the same knee injury that can lead to arthritis as you age. Due to the injury, an individual may begin to limp when walking. The change in the way the person walks, or limps, then causes the person to put extra weight on the uninjured foot, knee, and hip. This then causes injury to the good leg because of the extra stress and strain placed on this side of the body.

At trial, it is important to present details and specific evidence regarding necessary future medical, psychological, or psychiatric treatment. Such evidence should include, but not be limited to, the projected length of such treatment, estimated expense of the treatment, and details of what the treatment will entail.

Determining Damages for Future Medical Treatment

Evidence of the approximate future cost and type of medical treatment can be based, at least in part, upon past expense and treatment. Where there is a pattern or history of medical treatment continuing to the present, and there is testimony that the same sort of treatment is likely to continue into the future, juries may conclude that similar costs will continue into the future, and award damages based upon these expected costs.

It is important in your car or truck accident injury case that we learn about all of the possible consequences of your injuries so that we can get you the full measure of damages to which you are entitled. To do so, if additional information is required, we may consult with your treating physician and/or other consulting experts who can assist in identifying related injuries and disorders which are the consequences of, or complications from, your injury.

Chapter 8: Wrongful Death - How Our Firm Represents the Families Who Have Lost a Loved One

The saddest cases that we handle concern those in which a loved one has been killed suddenly by the negligent or reckless actions of someone else. The victims in these cases come from all aspects of life -- mothers, fathers, and even children.

The sudden loss for those left behind can be staggering. The emotional loss can never be fulfilled. In a case involving the death of the family breadwinner, a family can be plunged quickly into financial despair.

In a case involving a parent suddenly taken, there may be minor children with living expenses and future college tuition to pay. In all cases, the families left behind deserve to how and why their loved one was killed, and to have a thorough investigation conducted to determine all those responsible for their loved one's death.

In many cases, such as vehicle accidents, there are many parties responsible for contributing to the accident, not just a single driver. For example, in addition to another driver, those responsible for a vehicle accident involving a commercial truck might include truck driver's company, those responsible for roadway design or maintenance, and the makers of the vehicle in which the family member was killed if there are products like defective seat belts or air bags. It is our duty to our clients and their families to hold all of those who have contributed to the death accountable their share of the liability.

Who Is Entitled to Recover In a Wrongful Death Case?

When a loved one is killed due to the negligence of another person, such as in a vehicle accident, the family members left behind have been tragically damaged by the wrongful death of their loved one. Many family members may have relied on the loved one for both emotional and financial support, particularly the minor children of a parent who has been killed. After a wrongful death has occurred, family members are naturally interested in finding out who is entitled to recover for the wrongful death of their loved one.

In most states, the legislatures have adopted statutes that govern who is entitled to recover in the case of the wrongful death. In both Missouri and Illinois, children are entitled to cover for the wrongful death of their parent, and parents are entitled to recover for the wrongful death of their children. "Children" in this context includes biological children and adopted children.

Similarly, a spouse is entitled to recover for the wrongful death of her husband or his wife.

Chapter 9: Lost Earnings and Earning Capacity

In some car accidents or truck accident injury cases, the person injured may have suffered from lost earnings and earning capacity as a result of the accident. Sometimes these lost earnings are easy to calculate, such as if a person is off work for a certain period of time.

In other cases, the injured person may suffer significant future lost earnings as a direct result of his or her accident. In extreme cases, the person may never be able to work again in any capacity. In less extreme cases, the person made no longer be able to work in the same capacity in which they were employed or trained prior to their injuries. As an example, if a person worked in a job such as construction, or one which required heavy lifting, and they sustained a significant back injury, they may have to look for other work which may provide much lower lifetime wages.

The Baseline Assumptions for Lost Wages

As a starting point, it's necessary to introduce evidence concerning the earning capacity of a person in their profession immediately prior to the accident. How long would they have continued to work? What would a likely progression be in terms of wages? Typically an economist or financial expert is needed to provide statistical information to answer these and related questions.

Once assumptions are made for these variables, the future wages that the person would have been received can be reduced to a present value dollar amount.

Changing Occupations

If a person has to change occupations because of their injury, such change could significantly reduce their earnings over the course of their lifetime. If this is the case, the person may be entitled to the damages in the amount of the "lost" earnings to the extent that they can prove these damages at trial.

In order to prove these damages, doctors and medical and economic experts may be necessary. For instance, a doctor or medical expert is typically needed who can explain to the jury the new physical limitations that the injured person may be under. An economic expert may be needed who can calculate the lost earnings over the course over the person's lifetime in a new occupation which a person has the capacity to perform.

The earnings capacity for the person in this new occupation can then be determined, and reduced to a present value dollar amount. Once this information is known, the person's economic damages from lost wages can be determined by subtracting the present value of the earning capacity for the new occupation from the present value of the earnings capacity from the occupation that the person was in prior to their accident.

Burden of Proving Lost Earning Capacity

The burden of proving lost earning capacity is on the plaintiff (the person who has been injured), and it must be shown with reasonable certainty. Proof of impairment of earning capacity does not require the same specificity or detail as does proof of loss of future wages. The plaintiff must prove that as a result of the injuries caused by the defendant's conduct, an impairment of earning capacity is reasonably certain to occur.

Chapter 10: Frequently Asked Questions

Is it possible to settle my car accident case without filing a lawsuit?

Answer:

Sometimes car wreck cases can be settled without filing a lawsuit. When we accept your case, we will certainly analyze the facts of the case to determine whether it's in your best interests to try to settle it without filing a lawsuit. If it looks like there is a reasonable chance this can be done, we will discuss this with you and, if you approve, attempt to settle your case without filing a lawsuit. In other words, if a lawsuit is not required to force the defendant to pay you the compensation you deserve, we won't file one. This way, you should be able to receive your compensation sooner rather than later.

On the other hand, if, in our opinion, it does not appear possible to get you the compensation your case calls for without filing a lawsuit, then we will discuss this opinion with you and get your approval before filing a lawsuit. Unfortunately, insurance companies, trucking companies and other defendants are often unwilling to pay full compensation for a case without a lawsuit filed. But don't worry, even if a lawsuit is filed, the great majority of cases settle without a trial.

The difference between these two ways to get your case settled is time. Obviously, it takes longer to resolve your claim if a lawsuit is filed. But don't be disappointed just because your injury claim has to be filed, because if this is the case, it's a sign that you are entitled to a fairly large sum of compensation. This is because most cases that end up in lawsuits are bigger cases involving more serious injuries.

If my car accident case is filed as a lawsuit, what will I have to do?

Answer:

As your law firm, we do the great majority of the work on your car accident lawsuit. There will, however, be something's you will have to do, such as:

Provide us with information. From time to time we need information from you. Most of this information can be relayed by telephone or email. If necessary, we will schedule personal meetings with you, however this is not necessary for most communications. If you live out of town and we need to

meet personally with you, we will either come to where you live, or we will arrange for your travel and accommodations to meet with us in person. We pay all of the up-front costs for this.

Do your best to tell us everything. Nothing will hurt your car accident case more than not being totally truthful and upfront with us. There will be some pieces of information that will not be beneficial to your case. If you are tell us about it, we can take appropriate action to protect your case and limit or, if possible, prevent the information from hurting your case. It is the information that we do not know, but the defendant or insurance company finds out, (and believe me they have their ways to find out) that will hurt your case.

Attend your deposition. In most cases, the other side has the right to take your deposition and ask you questions on the record. Usually it happens in our offices but it can also take place at the defendant's lawyer's offices. We will prepare you for your deposition, and Mr. Dysart will personally sit next to you during your entire deposition. We will be there with you and fully involved in the entire deposition process.

Make decisions based on our recommendations. The main decision you will need to make at the end of your case is whether to accept the other side's final settlement offer. Once we know that number, we will give you our recommendation on whether you should accept it. And we will tell you everything that forms the basis for our recommendation. This way, you will have the information you need in order to make an informed decision. And remember, the final decision is 100% your decision.

What Do We Do For You In A Personal Injury Case?

Here is a more or less complete list of the tasks we may be called to do in your case. Remember that each case is different, and that not all of these tasks will be required in every case. They are:

- Conduct an initial interview with you.
- Educate you about personal injury claims.
- Keep you fully informed and seek your input on your case.
- Gather documentary evidence including police accident reports, medical records and bills.
- Analyze your insurance policy to see whether there is any coverage which you have that may pay all or a portion of the medical bills while the claim is pending.
- Analyze your insurance coverage and make suggestions as to what coverage should be purchased for future protection.
- Interview known witnesses.
- Collect other evidence, such as photographs, of the accident scene.
- Analyze the legal issues, such as comparative negligence and assumption of the risk.
- Talk to your physicians or obtain written reports from them to fully understand your injuries and condition.
- Analyze your health insurance policy or welfare benefit plan to ascertain whether any money they spent to pay your bills must be repaid.
- Analyze the validity of any liens on the case. Doctors, insurance companies, welfare benefit plans and employers may assert that they are entitled to all or part of your recovery.
- Contact the insurance company to put them on notice of the claim, if this has not already been done.
- Decide whether an attempt will be made to negotiate the case with the insurance company or whether suit shall be filed.

- If suit is filed, prepare you, any witnesses and healthcare providers for depositions.

- Otherwise prepare your case for trial and maximize its settlement value.

Chapter 11: Our Cases and Verdicts

Here is a sampling of cases that we have handled. Remember that each case is different and that the results in your case are dependent upon its facts. We have won case we probably should have lost and we have lost cases that we expected to win. Once a case is in the hands of the jury, it is out of our control. We do believe, however, that significant trial experience in big cases is one factor that people may use to choose one attorney over another. Many of our clients have told us that this is true. With these disclaimers in mind, here are some of our results:

- **$39.5 million total recovery in 2011 in Hartford, Illinois Environmental Contamination Case.** The Dysart Law Firm, P.C. represented the residents of Hartford, Illinois whose properties were contaminated by nearby refineries owned by BP, Shell Oil Company, Premcor, Apex Oil Company and Sinclair Oil Company. The total recovery in this case was $39.5 million.

- **$18 million verdict in 2003 for family of child killed in window fall.** The Dysart Law Firm, P.C. represented the family of a 4-year old boy who fell to his death out of an 11th floor apartment in a public housing project where the owner of the complex had failed to install child guard windows requested by the child's mother.

- **$5 million mid-trial settlement for man injured in elevator accident.** The Dysart Law Firm, P.C. represented a man injured while repairing an elevator that malfunctioned and started moving, dragging him several stories up the elevator shaft.

- **$1.1 million settlement for woman injured in slip and fall accident.** The Dysart Law Firm, P.C. represented a woman that slipped and fell on the steps leading to the entry of her apartment building, injuring her neck and requiring several neck surgeries.

- **$900,000 settlement for two individuals injured in drunken driving accident.** The Dysart Law Firm, P.C. represented a man and woman rear-ended by a drunk driver, resulting in back and facial injuries.

- **$500,000 settlement for man involved in truck accident.** The Dysart Law Firm, P.C. represented a man who suffered soft tissue injuries as a result of being injured in a car hit by a truck.

Motion Picture Association of America Copyright Infringement Cases

Mr. Dysart has successfully pursued many cases on behalf of the Motion Picture Association of America against movie distributors selling illegally copied motion pictures.

Criminal Defense Physician Medicaid Fraud

The Dysart Law Firm, P.C. successfully represented the first physician prosecuted for Medicaid fraud by the Missouri Attorney General over alleged Medicaid fraud where, after a jury trial, the defendant was acquitted.

Federal Prosecution of Organized Crime Gambling and Money Laundering Case

While serving as a federal prosecutor, Mr. Dysart prosecuted and convicted, after a jury trial, numerous individuals for money laundering the proceeds of illegal gambling through merchant bank accounts in the State of Illinois.

NASA Langley Research Center Government Contractor Case

While serving as a trial attorney with the Commercial Litigation Branch of the United States Department of Justice in Washington, D.C., Mr. Dysart successfully litigated a case with a government contractor shown to be overbilling the government for repair work on wind tunnels at the NASA Langley Research Center.

Chapter 12: Take Action NOW

You must act before crucial evidence to prove your case is lost or an insurance company adjuster tricks you into damaging your case!

And, in every case, there are time limits to bring your claim. You can lose the right to bring your case if you do not act quickly.

So it is URGENT that you take action now!

TAKE ACTION! Call me on my toll free number at 888-586-7041 for a confidential, free consultation NOW!

Contact Chris Now 888-586-7041

For Over 20 Years I Have Been A Practicing Trial Attorney. I Have Litigated And Tried Cases On Behalf Of NASA And The Motion Picture Association of America. Most Importantly, I Have Represented Individuals Just Like You Against Powerful Corporations And Won.

In 2003, I was recognized by the National Law Journal as National Litigator of the Month for obtaining an $18 million dollar jury verdict involving the death of a child. The Missouri Lawyers Weekly has listed me in the Top 10 jury verdicts in the State of Missouri. In 2011, The Dysart Law Firm, P.C. settled a case for $39.5 Million.

You do not have to deal with the insurance companies alone when you want to stand up for your rights after a car crash.

To set up a private consultation, contact me today, toll free, at (888) 586-7041.

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