

**By: Dan Baldyga**

**Every individual who violates the personal or property rights of another is financially responsible for the damages cause by his or her act. To collect money for this civil wrong there must be damages or injury. Without one or both, there can be no recovery of money.**

**If you have a claim that has a complicated set of circumstances or evidence, one which obviously demands legal advice, than you need a lawyer.**

**If you hired Attorney I. M. Sharp and he had to burn the midnight oil for you and/or even win your case, there can be no objection to his collecting his fee. But, far too often, in cases of a completely uncontestable claim, one finds themselves handing over a huge percentage of that recover to a lawyer for doing minus-zip!**

**I'm referring to the average motor vehicle accident case, one where it's absolutely clear that the other individual, "Fumbling" Fred Fuddle, is clearly at fault. Attorney Sharp sends out his routine Letter Of Representation to Fuddle's carrier THE GRANITE MOUNTAIN INSURANCE CORPORATION, secures the Medical Bills and Reports from your "Ole" Doc' Comfort, and procures a Police Report, if one is available. Then, for less than two dollars worth of stamps and an hour spent on negotiations Sharp (depending upon the state you live in) extracts a fee of between 33 1/3% to 50% in settlement.**

**For example, say Attorney Sharp settles a case for \$3,000, and then takes a fee of 1/3 of that \$3000. It doesn't take a degree in mathematics to figure out that you're paying him \$1,000 for what is usually less than a few hours of work.**

**After you've paid Attorney Sharp's fee, along with your medical bills to Doc Comfort, and after deducting the money recovered from the time lost from work out of that \$3000 settlement, the bottom-line monetary compensation to you has been plundered !**

**IN THEORY, the money you have left, after deducting these expenses, is your Financial Reward for the "Pain and Suffering" you've been forced to endure. But with the naive signing on with a lawyer (to settle a claim that's clearly not your fault) you're left with a feeling of decimation because you've definitely not been left with what you deserved for the physical and emotional ordeal you've been forced to deal with.**

**When Attorney Sharp settles your claim he doesn't deduct your out-of-pocket expenses before he takes his fee. Instead, he takes his fee "Right Off The Top" where the cream floats. Then, with what's left, your out-of-pocket expenses are paid. FOR EXAMPLE: The damage to your Motor Vehicle is \$1,500, your Medical Bills are \$400, and your Lost Wages are \$600, for a total of \$2,500. Even in a case of Clear Liability, the lawyer not only takes a one-third cut from the "Pain and Suffering" portion of the settlement, he also takes a third of your out-of-pocket expenses !**

**Now, think it out: Your Property Damage was \$1,500, Your Medical Bills \$400 and your Lost Wages \$600 came to a total of \$2,500. Then you're paid \$3000 for your "Pain and Suffering" so the total settlement is \$5,500.**

**In a perfect world, in a case of clear liability, Attorney Sharp's fee should have been taken from the \$3000 you were paid for your "Pain and Suffering". If he did, his fee**

would have been 1/3 of \$3000 or \$1,000. But, without fail, Sharp will take his 1/3 of the grand total of \$5,500, bringing his fee to \$1,833.33. That's outrageously unfair because, in a case of clear liability, GRANITE MOUNTAIN would have paid you your out-of-pocket expenses of \$2,500 - - whether you had a lawyer representing you or not !

**ALWAYS REMEMBER:** When you handle your own case (should you and GRANITE MOUNTAIN later disagree as to the value of your claim) there's a "Time Limit" established at which you can break off your negotiations and then proceed to obtain the services of Attorney Sharp. This time limit is called a "STATUTE OF LIMITATIONS". It's never less than a year and in most states it's two or three; some provide you with this kind of protection for as long as five or six years. To be sure you must check out how much time you have to fuss with Fuddle's insurance company before you hand your case to a lawyer to handle for you. Dan Baldyga's third and latest book **AUTO ACCIDENT PERSONAL INJURY INSURANCE CLAIM (How To Evaluate And Settle Your Loss)** can be found on the internet at <http://www.caraccidentclaims.com> or <http://www.autoaccidentclaims.com>. This book explains, in simple language, "How To" handle your motor vehicle property damage and/or personal injury claim so you won't be taken advantage of. It also contains **BASE (The Baldyga Auto Accident Settlement Evaluation Formula)**. **THE BASE FORMULA** will explain how to determine the value of the "Pain and Suffering" you endured - - because of your motor vehicle accident injury!

**DISCLAIMER:** The only purpose of this article "LAWYERS AND THEIR FEE'S" is to help people understand the motor vehicle accident claim process. Neither Dan Baldyga, Tony Lombardozzi nor **ACRS -AUTOMOTIVE COLLISION REPAIR NETWORK** make any guarantee of any kind whatsoever; **NOR** do they purport to engage in rendering any professional or legal service; **NOR** to substitute for a lawyer, an insurance adjuster, or claims consultant or the like. Whenever such help is desired it is **THE INDIVIDUALS RESPONSIBILITY** to obtain such services.  
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