

WHITE PAPER

Do I Need an Attorney?

BROUGHT TO YOU BY

The logo features the letters 'D' and 'S' in a large, blue, serif font. A smaller '&' symbol is positioned between the two letters, overlapping them.
DOMNITZ & SKEMP, S.C.
PERSONAL INJURY ATTORNEYS

So you were injured and it was not your fault. Now what? Unfortunately, the misinformation surrounding personal injury claims and the civil justice system can make even the most seriously injured individuals hesitant to consult an attorney. You are not alone. While some of these criticisms are the result of propaganda from insurance companies and long held biases against lawyers who hold wrongdoers accountable for their actions, others are the result of self-inflicted wounds created by the excessive amount of personal injury advertising on television and billboards. Another concern is being labelled "the suing type" even though retaining an attorney does not necessarily mean you are going to sue anyone. On top of all of this, personal injury attorneys are called "ambulance chasers" and the civil justice system created by the 7th Amendment is labelled a system of "Jackpot Justice." Thus, becoming a participant in this system may just make you feel like you need a shower!

Not so fast, however. Remember, you did not ask for this incident to occur. If you had your druthers, you would not have been injured. You were not given a choice as to whether you were going to be injected into this system. To the contrary, someone else's negligent behavior thrust you into this position. That other person needlessly endangered not only you, but every other person on the roadway, and should be held accountable for his or her wrongdoing. The question remains: what do you do now? Do you want to try and hold them accountable for their actions or do you want to simply fade into the night and let the insurance company bully you and/or low ball you and make you feel like the wrongdoer? By ordering this guide we believe you have chosen the latter option: you have taken a positive first step to protect your rights and avoid being taken advantage of by an insurance company.

The purpose of this guide is to arm you with the information that you need to intelligently handle your personal injury claim. While it is not our recommendation that you fly solo, with the right tools you may be able to take appropriate steps to get the insurance company to provide you fair and reasonable compensation for your injuries—which is the goal of the civil justice system. ***Please note that the information contained herein is not intended to serve as legal advice.*** It is our position that your interests are always better served by having an advocate on your side—insurance companies have hordes of people working for them, you should have someone working for you as well. Some people simply do not trust lawyers or want to handle things themselves, however. This guide is designed to help these types of do-it-yourselfers!

Often times—if your injuries are minor and/or resolve after a few medical treatments—you may not need an attorney. While some like having an advocate on their side regardless of the extent of their injuries, some feel as though they are doing something wrong by consulting an attorney. As previously mentioned, there is so much misinformation about the civil justice system that some feel as though society will look down on them if they engage the services of an attorney. Make no mistake about it—this is a mindset intentionally created by the insurance industry. They know if you do not have an attorney they can bully you, misrepresent

the law and ultimately under pay you on your claim. Thus, we believe that it is always better to speak with an attorney before attempting to negotiate with the insurance company not only because the attorney is familiar with the system but because the attorney holds an ace in the hole—an ability to initiate a lawsuit if the insurance company does not treat you fairly.

If you feel as though you are equipped to deal with the insurance company yourself, however, the tips contained in this guide will certainly assist you. While attempting to resolve a personal injury claim on your own can be fraught with danger, the information contained in the following pages will shed light on some of the things you need to take into consideration when evaluating a personal injury claim. Whether you decide to hire an attorney, or handle your injury claim yourself, you have taken an important step to protect yourself and your family. You could have ignored this information and kept sifting through all the random pieces of information available online. Instead, you have chosen to obtain this comprehensive resource to help guide you through this process.

The lawyers at Domnitz & Skemp, S.C. have over 55 years of combined experience handling a multitude of injury claims: from minor automobile collisions to catastrophic truck injuries, and everything in between. We have the knowledge to navigate the legal system and help you maximize your monetary recovery. We are a hands-on law firm who prides itself on client service. You you will meet with an attorney at the outset of your case, not with staff people or investigators, like our competitors. Our attorneys are available throughout the process to answer any questions and even willing to hand out their personal cell phone numbers and email addresses so they are reachable after hours, if necessary. In short, we develop real relationships with our clients because we are concerned with their well-being and outcome of their case—not just with the money. To that end, once you have finished reading this report, we invite you to call us to discuss any additional questions that you might have. Our hope is that you will look to us for help when you need it. Our satisfied customer reviews and professional rankings on Google+, AVVO, Facebook, etc., speak for themselves. We are ready, willing and very able to help you through these difficult times and are excited to serve you.

Sincerely,

Merrick R. Domnitz

Anthony J. Skemp

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FREQUENTLY ASKED QUESTIONS

1. *What role, if any, does my own negligence play in determining my recovery?*

The first issue to consider when determining the value of an injury claim is **liability**—negligence; fault; who is to blame for the accident. These terms are often used interchangeably and, for the sake of this discussion, are one-and-the-same. The reason an examination of liability is essential to any personal injury analysis is because it does not matter how badly injured you are if the collision, fall, etc., is your own fault; in other words, if you are more at-fault than the other individual, you are **not** going to be able to recover compensation for your injuries regardless of how severely you are injured. In some situations, liability is obvious; for example, a rear-end car accident or a collision caused by a left turning vehicle. Others are less obvious, however: uncontrolled intersection collisions; yellow light intersection collision, a collision in which both drivers allege they had the green light or a fall on someone else's property. Whatever the factual scenario, clearing the "liability hurdle" and convincing an adjuster that their insured is responsible is almost always the initial hurdle one must clear before obtaining fair and reasonable compensation.

A word of caution—be leery of insurance adjusters if you choose to handle the claim on your own. Regardless of how nicely they talk to you on the phone or how much they assure you they only want to do what is right, **they are not on your side**. In our experience, they often misrepresent the law, use bully tactics to pressure you into agreeing to unfair terms and often are not interested in treating you fairly—regardless of what their ads say! Case in point, we have been contacted by numerous individuals over the years who have told us an insurance adjuster in a rear-end collision was telling them Wisconsin law provides that they were at least 10% at-fault just for being there. Other adjusters tell claimants that they **MUST** provide a tape recorded statement and/or sign authorizations giving that adjuster full access to the injured individual's medical past. These statements, and others like them, are simply not true; they are calculated to give the insurance company an unfair advantage and will inevitably do harm to your injury claim. In our experience, insurance adjusters will say and do *almost anything* to get you to accept a quick and low settlement offer and/or make you think that you do not have a viable claim. If you accept a nominal offer from the insurance company shortly after the accident and sign a Release, you will have signed away your rights forever, regardless of whether you need any additional medical treatment. That is why it is usually in your best interests to have an attorney protecting your rights.

2. *Will the fact that I have previously received medical treatment for these injuries affect the value of my case?*

After considering liability, the next issue is what damages flow from the accident; in other words, did the negligence of the other driver **cause** your injuries? The issue of causation usually comes into play when you have a pre-existing injury which was aggravated; had previously received treatment on the same part of your body; or if you were actively treating for the same injury at the time of the incident and you feel that your symptoms are now worse. Since insurance companies share information on any and all injury claims, they will likely have this information at their disposal if you have previously made such a claim. Furthermore, if you are an older individual, the insurance adjusters have a built in excuse to deny you fair and reasonable compensation—the fact that you likely have degeneration in your spine. Our spine tends to show degeneration as we age, even in the absence of pain symptoms. Nevertheless, when armed with an ER x-ray showing degeneration; even though you may have never experienced pain symptoms, adjusters often stand firm in their resolve to either deny compensation or offer a minimal amount because they argue that your injuries were already present. They hope that by making these threats, you will cave and accept their low offer.

Your ability to overcome these causation defenses depends on whether your doctor is willing to support your claim; in other words, if you were not experiencing similar symptoms before your injury producing incident—or if those symptoms are now worse—and the doctor is willing to render the opinion that the collision or fall was a substantial factor in producing your current symptoms, you may well be able to succeed in your claim despite your pre-existing injury. On this topic, you should know that the injury producing incident does not have to be the **only** cause of your injuries. To the contrary, it only has to be "a" cause of your injury. In other words, there can be more than one cause. As long as the injury producing incident was **a substantial factor** in producing the injury and the pain symptoms that flow from that injury, you will have met your burden under the law. While this does not mean that an adjuster, or jury for that matter, will accept your treating doctor's opinion, it will allow you to meet your burden. Insurance companies will most definitely hire doctors of their own to say exactly the opposite—that your current complaints are due to a pre-existing condition that has nothing to do with the accident. Nevertheless, your doctor's support will position you to argue that the insurance company should provide you fair and reasonable compensation for your injury. A competent attorney will speak with the treating physician in order to determine whether the physician will, in fact, be supportive of your claim.

3. *How do I place a monetary value on my injury; in other words, what is my claim worth?*

Assuming you are able to clear the first two hurdles; liability and causation, the next issue—the one with which you are most likely concerned—is how much are your injuries worth? While people are often critical of those who seek compensation for their injuries, the civil justice systems is there to provide a determination as to what sum of money will fairly and reasonably compensate the injured individual for his or her injuries.

Two things to keep in mind when attempting to determine the value of a claim: (1) there is no precise mathematical formula to employ when determining the monetary value of an injury—in other words, every injury claim is *not* worth three times the medical bills; (2) what you think is "fair" does not matter; and (3) no two claims have the same value even if the injuries are arguably similar. With respect to this second consideration, one has to view the case through the prism of what a *jury* would think is fair and reasonable. While the likelihood of any case proceeding to a full blown jury trial is low, how a case will play in front of a jury is critical to the value analysis. With respect to the third consideration, people may tell you stories about what they, or someone they know, received for their injury. While these anecdotes may be instructive at best, they are not determinative of the value of your claim.

With respect to the first consideration, while there is no precise mathematical formula to help you determine the value of your claim, a jury or an insurance adjuster will take the following factors into consideration:

- a. the likeability and/or credibility of the injured individual;
- b. the injured individual's contributory negligence, if any, as the value of the claim will be reduced by the percentage of fault attributed to an injured individual's conduct;
- c. the severity of the injury and whether it is an objectively identifiable injury (e.g. broken leg) or a subjective soft tissue injury (e.g. muscle strain) that does not appear on any diagnostic test;
- d. whether the claimant has been treated for and/or made a claim for similar injuries in the past;
- e. the duration of medical treatment (that is the time frame that the injured individual is entitled to compensation for *past* pain and suffering);
- f. the total amount of past medical bills;
- g. whether a treating physician feels that the injuries are permanent in nature because, if so, the injured individual may be entitled to compensation for future pain and suffering as well as compensation for any related necessary future medical treatment;

- h. whether your injuries and/or medical treatment prevented you from working and/or if after extended medical treatment your doctor has prescribed permanent work restrictions which have impaired your ability to earn a living moving forward;
- i. the amount of damage to the vehicles because insurance companies typically like to make the argument that the extent of the damage indicates the forces involved in the collision and, thus, dictates whether the injuries are, in fact, related to the collision; and
- j. the functional limitations and/or the effect the injuries had on that person's activities of daily living and/or quality of life.

Often times, after we perform a value analysis, we are met with an anecdote about a friend or relative who sustained a similar injury and settled for substantially more than what we are suggesting; or, perhaps they just saw a television ad wherein a perfectly healthy individual was exclaiming that they just received several hundred thousand dollars. This is likely nonsense. Remember, every single injury claim is different. It is the factors listed above that will influence the value of each and every injury claim—not a friend or relative's prior experience or an actor's statements. Gossip about what someone else may have received for a similar injury; or what you see on television, is often not applicable and, in fact, can be counter-productive to helping one resolve their injury claim.

Finally, if the injured individual's medical bills were paid by either a health insurance carrier or by an auto insurance company under the Medical Payments provision, their respective interests need to be taken into consideration when attempting to resolve the claim. Health insurance policies, and auto insurance policies, contain subrogation provisions. These provisions entitle these companies to be repaid for any collision or fall-related medical bills paid on behalf of the injured party. While the health insurance carrier and/or auto insurer may be willing to reduce their lien in order to help get the case resolved, a failure to take these liens into account when settling a case may jeopardize future insurance benefits.

4. *How do I get paid for the damage to my car?*

You must first determine whether the at-fault driver has insurance. If so, you need to contact that insurance carrier and give them access to your vehicle so they can send an appraiser to inspect the damage. The other driver's insurer has no duty to respond efficiently to your inquiries because they are not ***your*** insurance carrier. As such, they may fail to return your phone calls, delay the process, or become uncooperative. If presented with any of these circumstances, the better option is to go through your own insurance company—that is, assuming that you purchased "**collision**" coverage. While your insurance company will reduce any property damage payoff by your deductible, they will later seek reimbursement from the at-fault driver's insurance carrier through a process called inter-insurance arbitration. If and when they obtain reimbursement, your insurance company will reimburse you your deductible. Therefore, while going through your own insurance company may sound unfair because the damage was someone else's fault, you should get better service from your own insurance company because they have a contractual duty to respond efficiently and treat you fairly throughout the process.

After inspection, the insurance company will determine whether your car is repairable or whether it is a total loss. (A vehicle is usually considered a total loss if the repair cost plus salvage value exceeds the fair market value of the vehicle or if the damages exceed a specific threshold of the vehicle's value, commonly around 70%.) If it is repairable, the insurance company will pay for all reasonable, necessary and related repairs. While you can choose the auto body shop, do not begin any repairs until the insurance company has inspected the vehicle. Furthermore, you should determine whether the auto body shop you choose will perform the repairs using aftermarket parts or Original Equipment Manufacturer (OEM) car parts. (For an analysis on the pros and cons of each type of car part, visit www.edmunds.com/car-care/aftermarket-versus-manufacturer-car-parts.html.)

If the car is determined to be a total loss, the insurance company will pay the fair market value (FMV) of the vehicle. Factors that go into determining the FMV include the year, make, model, mileage, previous damage, and general overall condition of the vehicle. When attempting to establish the FMV, service receipts, repair receipts and/or maintenance records may be useful. Other sources that may be helpful include: Kelly Blue Book (www.kbb.com); Edmunds (www.edmunds.com); the NADA Used Car Guide (www.nada.com), and AutoTrader (www.autotrader.com). Advertisements for the sale of similar vehicles at local dealerships can also be utilized to help establish FMV. If the vehicle is considered a total loss, you will then have two options: (1) sign over title of the vehicle to the insurance company in exchange for payment, which will include tax, title and license; or (2) retain ownership of the vehicle in exchange for payment of the agreed upon FMV minus the salvage value. While the vast majority of individuals choose option one, if you are mechanically inclined and want to repair the vehicle yourself, you may want to consider option two.

While there are other aspects to the property damage claim, such as damage to personal items in the vehicle, obtaining a rental or, if not, obtaining payment for the loss of use of your vehicle, remember that everything is negotiable. While you certainly are not entitled to recover

the value of a Porsche if you own a Jalopy, if you have *evidence* to substantiate that your car is worth more than the insurance adjuster is offering, do not hesitate to provide that information to the adjuster. Usually the initial offer is not a "take it or leave it" offer. The question is whether the offer is reasonable.

Remember, if you have even the slightest injury, make sure that any Release the insurance company asks you to sign pertains to property damage claims ONLY. You do not want to sign a document that releases your personal injury claim when it is your intention to resolve only the property damage claim. Thus, if you sustained any injuries whatsoever, it is usually best to consult an attorney to make certain the insurance company is not taking advantage of you. While their ads profess that you are "In Good Hands With Allstate," and that State Farm is "The Friendly Next Door Neighbor," and "Responsibility" is Liberty Mutual's policy, nothing is further from the truth—it is our position that if they can take advantage of you, they will take advantage of you.

One last piece of property damage advice: when purchasing a new car, ALWAYS pay for the Gap Insurance. It is cheap and can be an enormous cost-saver if you get into an accident shortly after purchasing a vehicle.

5. *The at-fault driver did not have **any** insurance. Can I make a claim to my own insurance company?*

Uninsured Motorist, or UM coverage, is mandatory in Wisconsin. Therefore, you will likely be able to make a claim against your own insurance if you were injured due to the negligence of someone who did not carry liability insurance. The first thing you need to determine, however, is how much UM coverage you purchased. You can find the amount of coverage on the Declarations Page of your auto policy. Your claim would then proceed just as if you were making a claim to the at-fault driver's insurance carrier; in other words, you would still submit a demand and try and settle your claim and sue your own insurance company if you were unable to resolve the claim.

Uninsured Motorist coverage is usually very inexpensive and is "personal and portable"; in other words, you take it with you whether you are driving your own vehicle at the time of the accident, a passenger in another vehicle at the time of the accident or a pedestrian who is struck by another motorist while on a walk or while riding a bicycle. Since making an injury claim under the UM provision of your own policy is going to be controlled by the terms of your auto policy, you need to provide notice to your insurance company of the injury producing incident as soon as possible. Because you paid a premium for this type of coverage—and because the crash was not your fault—your insurance rates should not increase. If they do increase, however, there is so much competition amongst insurance companies that you will likely be able to secure a less expensive policy from another insurance provider.

6. *The at-fault driver did not have **enough** insurance to cover my injuries. What can I do?*

The answer to this question depends upon whether you purchased Underinsured Motorist, or UIM coverage, on your own auto policy. While people usually understand the importance of purchasing Liability coverage in order to protect them when they are at fault in a crash, they often overlook the importance of purchasing adequate UIM coverage. While Wisconsin has recently adopted mandatory automobile *Liability* insurance, those limits are currently set at only \$25,000 per person and \$50,000 per accident. Given the escalating costs of medical treatment, however, it is not at all unusual to see the medical bills in an injury claim exceed these low *Liability* limits. Consequently, these limits may not be able to adequately compensate someone who has been injured in an automobile accident. That is where UIM coverage comes into play. Underinsured Motorist coverage serves to protect an individual who is injured due to the negligence of another driver but the at-fault driver carries liability insurance limits LESS THAN THE UIM LIMITS of the injured person's UIM coverage. Like UM coverage, UIM coverage is usually very inexpensive and is "personal and portable"; in other words, you take it with you whether you are driving your own vehicle at the time of the accident, a passenger in another vehicle at the time of the accident or a pedestrian who is struck by another motorist while on a walk or while riding a bicycle.

Although UIM coverage used to be mandatory in Wisconsin, the law was recently changed and now only requires that insurance companies offer UIM, one time, in an amount that is woefully inadequate: \$50,000.00 per person and \$100,000.00 per accident. The problem is compounded by the fact that the amount of UIM coverage purchased and shown on the declarations page of the policy is NOT the amount of coverage you actually receive from your insurance company. That is because a recent change in the law allows what are called "reducing clauses" to be inserted into our auto policies which allow our insurance companies to reduce the UIM limits that are shown on the declarations page by amounts received from the at fault driver. In other words, if the at fault driver carried minimum liability limits of \$25,000.00, and you purchased \$50,000.00 of UIM coverage, you would only be entitled to recover an additional \$25,000.00 from your own insurance company under the UIM provision of your policy. While this is illusory and nonsensical, our current legislature believes that it is fair.

In any event, because there are so many individuals driving around with minimal *Liability* insurance, it would be prudent to purchase at least \$250,000.00 worth of UIM coverage to protect you and your family members. Depending upon your driving record, the number of people insured on your policy and your insurance company, UIM coverage is usually inexpensive. That is why it is imperative that you check your policy in order to confirm that you have adequate UIM coverage. If so, you may be able to obtain additional compensation for your injuries from your own insurance company.

By making a claim against your own insurance company you might be concerned that your rates will go up. Ask yourself this question: if you are never going to use this type of coverage for fear that your rates will go up, why did you buy this type of protection in the first place? If you had the foresight and good sense to pay a premium for UIM coverage and now is the time to use it, how making a claim would impact your premiums should be the last thing on

your mind. Besides, there is so much competition for your premium dollars that if your rates increase, you can likely find less expensive insurance somewhere else.

7. *Why should my health insurance pay my medical bills when my injuries were someone else's fault?*

Health care providers, like doctors or hospitals, are not very patient when it comes to outstanding medical bills. They understandably want their bills paid in a timely fashion or they will send you to collections. Since the severity of your injuries and, therefore, the value of your injury claim may not be known for months, you typically do not have the luxury of waiting to have the other driver's insurance company pay those bills out of any settlement proceeds because you may not be in a position to settle your case months, or even years, after the medical bills were incurred. This is where your health insurance company comes into play.

Theoretically, you have been paying premiums to secure health insurance coverage for you and your family so that if you ever need medical treatment, you can submit your medical bills to the health insurance company and they will pay; less any co-pays or deductibles, of course. An injury from an automobile collision or fall is no different; in other words, it is just as if you caught the flu and you are going to the doctor to get care from your primary care physician. Under those circumstances, the doctor would bill your health insurance carrier and they would have to pay the bill because they have an obligation to do so under the terms of your health insurance contract. (Assuming that the doctor is an in-network or preferred provider which is usually required these days.) If you were injured in an auto collision, your health insurance carrier still has a contractual obligation to pay the medical bills even though the collision was not your fault.

We understand that this might make you feel uneasy or feel as though the at-fault party is getting off scot-free. We assure you this is not the case. When we are attempting to resolve your claim we will include, as part of your demand, the total amount of medical bills that were incurred to treat your crash-related injuries. Upon resolution, you will then have a contractual obligation to reimburse your health insurance company for all the crash-related medical bills they paid on your behalf. This process is called subrogation and allows your health insurance company to essentially "front" the money to pay your medical bills knowing full well that they will have a right to recoup those bills at the end of your claim. Therefore, do not fret about using your own insurance. Your rates will likely not increase and you are not doing anything wrong.

8. *There are so many personal injury attorneys, how do I choose?*

With the explosion of personal injury advertisements, many injured individuals simply pick up their phone and place a phone call after viewing a TV ad. They hear the talking heads exclaim that they are "tough aggressive lawyers," or that "they will come to you," or that they do not get paid unless they recover money on your behalf" and naively believe that because a lawyer is on television touting themselves as the best—or having a paid actor or professional athlete assert that they are the best—they must be the best. Sadly, this is often not the case.

We believe that the best way to go about choosing an attorney is to conduct your own thorough, independent search, like you would if you were in the market for a new car. We believe that this process includes not only asking friends and family via face-to-face conversations, texts or inquiries on social media, but by going online and reading client reviews on AVVO, Facebook and/or Google Plus. While past satisfied clients will not always be an indication of a positive result for you, it can certainly be a better barometer than a paid actor on television. Like relying upon an online review when making a dining decision, positive online client reviews tell you what a personal injury attorney was able to accomplish for a specific individual.

In addition to client reviews, one should also consider outside rating agencies, like the Better Business Bureau. Is the law firm accredited by the BBB? If so, does the firm maintain an A+ rating or have there been any complaints made against that firm? If the firm is NOT accredited by the BBB, you have to ask yourself "Why not?" Furthermore, does the law firm have an updated and active Facebook page? If so, does that page personalize the law firm and/or provide helpful information about the firm? Does that page describe not only the types of cases they handle but the types of community programs they support?

You may also want to learn whether the individual lawyers are rated as SuperLawyers® by their peers—an independent rating agency that affords this title to only a select few qualified lawyers in Wisconsin. Do the individual lawyers at the firm maintain a "Superb" 10 point rating from AVVO; an online legal service that serves as another resource to the public? Do the lawyers at the firm maintain an "AV Preeminent" rating by Martindale Hubbell; yet another independent rating agency? Are any of the lawyers at the firm Board Certified Trial Attorneys or members of any other prestigious personal injury organizations, like the American Board of Trial Advocates or the International Society of Barristers?

Does the attorney also represent insurance companies? If so, how can you expect that lawyer to adequately represent you when the very insurance company from whom they are attempting to obtain fair and reasonable compensation on *your* behalf is a client of theirs in another matter? This screams potential conflict of interest and we suggest you steer clear of those who play both sides of the fence. Finally, and perhaps most importantly, do the lawyers have a track record of success in the courtroom? While nobody wants their case to proceed to trial, sometimes the only way to gain the respect of the insurance industry is to sting them with jury verdicts. Obviously, a law firm that does not try any cases to verdict will not be a threat to the insurance adjuster who is making the offer.

After deciding on a firm or a particular lawyer, it then becomes a question of "feel". If your chosen law firm and/or attorney possess all of the previously referenced credentials, you will then have to meet with that attorney and trust your instincts in order to determine if he or she is a good fit. Keep in mind that many law firms dispatch investigators or staff members who are not attorneys to meet with new clients. How do you know the competency of the attorney that will be intimately involved in the handling of your case; or whether you will even get along with that attorney, if you do not get the opportunity to meet him or her at the initial meeting? If you meet with an attorney and he or she adequately explains how the process works—and is willing to explain the retainer contract, answer all of your questions and not force you into doing anything—and you feel comfortable with him or her, then you have probably chosen wisely.

Domnitz & Skemp, S.C. has been accredited by the Better Business Bureau for many years. We have maintained an A+ rating over the years and have not had one formal complaint filed against us. We have many positive reviews posted on Google Plus and Facebook. All of our attorneys have been voted SuperLawyers®, and have been rated "AV Preeminent" by Martindale Hubbell. In addition, all of the lawyers have "Superb" ratings on AVVO, as well as receiving positive client reviews on their individual AVVO pages. We are certified members of the National Board of Trial Advocacy, having demonstrated the special knowledge, skills and proficiency to be properly identified as board certified trial lawyers. We simply do not and will not represent insurance companies and have a record of success in front of juries, if your case demands a full blown jury trial. You will meet with a lawyer during the initial meeting; not an investigator or staff member, and that lawyer will be accessible throughout the process to answer any questions. Call us at 414-289-0909 if you have any additional questions about your personal injury claim. We would be more than happy to hear from you and to answer your questions. That may also help us improve future versions of this guide.

THE DOMNITZ & SKEMP, S.C. PERSONAL INJURY CLAIMS PROCESS - If you do decide to hire us as your attorneys, this is the process we will follow from intake to resolution:

1. **INTAKE MEETING** - An attorney will meet with you, answer your questions, complete an intake questionnaire and obtain a signed retainer contract that establishes the attorney/client relationship and allows us to begin to work on your behalf.
2. **NOTICES SENT** - We then obtain any incident report and put the other driver's insurance company—and your auto insurance company and health insurance company—on notice advising them NOT to contact you directly thereby insulating you from any and all contact and allowing you to focus entirely on your recovery. We may also speak with any witnesses, if necessary, to obtain statements from them.
3. **MONITOR** - We then monitor your medical treatment and recovery. Since we are never in a position to attempt to resolve your claim until you have been discharged from your doctor's care and you have either reached your pre-injury status or you have reached a healing plateau and your medical provider has determined that you are as good as you are going to get, we need to maintain an open line of communication with you every few weeks so we can stay abreast of your progress.
4. **DISCHARGE** - Once you have been released from medical care, we will obtain all of your medical records and bills; as well as wage loss verification from your employer, if necessary, which will put us in a position to evaluate your claim.
5. **EVALUATION** - Upon receipt of the medical records and bills, we will review them and determine whether we need a report from a treating physician or chiropractor in order to establish that your injuries are related to your crash/fall and/or whether your injuries are permanent in nature such that you need future medical care. If we do need such a report, we usually set up a phone conference to speak directly with the doctor before sending out a narrative report request. Upon receipt of the report, we will be in position to try and put a dollar value on your injury.
6. **DISCUSS** - We always discuss our evaluation BEFORE sending out a formal demand. Sometimes, because of a liability issue or because of a pre-existing injury, we decide to file suit immediately because we feel that negotiations will be a waste of time. Whatever the case, our attorney will present you with your options so you can help us make an informed decision regarding how to proceed.
7. **SUBMIT DEMAND** - If you want us to attempt to settle the case before filing a lawsuit, we send a written demand; along with the medical records, medical bills, wage loss verification form and written doctor's report, if any, to the insurance company for their review and response. Since the adjuster assigned to the file likely has dozens, if not hundreds, of other claims, we usually give them at least 30 days to digest the information and obtain authority from their "higher ups" to make an offer.

9. NEGOTIATE - If we determine that the insurance company is being reasonable and is willing to resolve your injury claim at a fair number, we will continue to negotiate with them in the hopes of maximizing your recovery without having to file a lawsuit.
10. FILE SUIT - If the insurance company is not willing to negotiate in good faith we then need to determine whether filing a lawsuit is a better option. If so, we draft the Summons and Complaint, file suit and move forward through the litigation process.
11. RESOLUTION - Whether at mediation prior to trial or after receiving a favorable verdict, we will then be in a position to disburse the proceeds. This could be several months, if not years in more complex cases, after a lawsuit is filed. Before disbursing any funds, however, we need to make sure that we have taken into account all health insurance and/or med pay liens and determined if there are any outstanding medical bills that need to be paid out of the settlement proceeds. After signing our internal settlement account and a Release from the insurance company, we will be in position to provide you with a check for your share of the proceeds. Hopefully, this will allow you to put this matter behind you and to move on with the rest of your life.

DOMNITZ & SKEMP, S.C. SUCCESS STORIES

As previously indicated, you can learn a lot about a law firm by reading the reviews from previous clients or anecdotes about the cases that firm has handled in the past. Below you will find just a few testimonials and/or stories about people who have gone through this process with us by their side. You can find these and other reviews online at AVVO, Google+ or Facebook.

Sara was a passenger in a car and was involved in a severe collision. Since the at-fault driver's insurance coverage was not enough to fully and fairly compensate her for her injuries, D&S pursued underinsured motorist benefits from both the car in which she was riding as a passenger and the underinsured motorist provision of her own auto policy. After filing suit, the case was resolved short of trial. This is what Sara had to say about us:

"I cannot recommend this firm enough! I was a passenger in a severe car collision and sustained injuries that are still impacting my daily life. Ric Domnitz came to my home for our first meeting. He spoke to us—not at us (which is one fear I had dealing with a lawyer). He was sure we understood everything that was happening every step of the way over the years. He and his staff were always available to answer any questions or to reassure our concerns. I never felt alone or confused in this entire process. It was stressful and scary but I strongly believe I only made it through to the end because of Ric Domnitz and his staff's ability to be in the fight with me. We were a team and in the end, we won. Thank you Ric and staff for all you did to help me and my family get through this lengthy process."

Michael was injured while disassembling some horse stalls at State Fair Park. He hired D&S and we filed suit after the claim was denied by the State of Wisconsin. During the discovery process, the attorney for the State said that he was not going to pay us a nickel because our case was "baloney." After trial, we obtain a successful verdict. The State subsequently appealed all the way to the Wisconsin Supreme Court. After briefing the issues and arguing to the Wisconsin Supreme Court, the verdict was upheld and the State was ordered to pay Michael hundreds of thousands of nickels!

Lisa was injured in a fall at her apartment complex. After the owner of the complex boldly proclaimed, in writing, that he is one of the largest residential landlords in Wisconsin and has never, in 20 years, settled a fall case with anyone or has been ordered by a court to settle a fall case, his insurance company resolved the case after we filed suit. Said Lisa:

"If you are looking for outstanding service in a personal injury law firm, I strongly recommend that you call Domnitz & Skemp. I am a former client and my experience working with the entire firm was outstanding from start to finish. ... I have worked in the legal field for over 30 years and never expected ever having to need a personal injury attorney. I am so happy that I choose Domnitz & Skemp. Their abilities to keep you updated on your case and the concern they show for you is amazing. If you have been injured and need help, please call them. Noah Domnitz and the entire firm is outstanding. Thank you for all your assistance."

Maurice was minding his own business at a stop light when he was struck from behind. He had just come from showing his new Corvette at a car show and was injured as a result of the crash. After retaining D&S, we were able to resolve his case before trial. Here is what Maurice had to say about our firm:

"I was recommended to Anthony Skemp by another lawyer who said that Tony would be the right lawyer for my case, and he was. I felt very comfortable with Ton from day one. He was very passionate and a super advocate on my behalf. I was pleased with the outcome and very pleased with the underinsured outcome. I would recommend Anthony J. Skemp and his firm to anyone in legal need."

As you can see, we are ready, willing and very able to help you through these difficult times. Our team is standing by to help you. As a matter of fact, we look forward to your call and the chance to serve you as we have served others in our community. While we certainly cannot guarantee any results, we will diligently work to put you in a position to make an informed decision. The best way to find out whether we are the right firm for you is to call us at 414-289-0909 and arrange your free consultation.