



THE MAY FIRM

# California Car Accident Lawyer: Fees, Deadlines, and What Happens Next

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*What representation costs, what the deadlines really are, and how a California car accident case actually moves*

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THE MAY FIRM

*This is an advertisement for legal services. The May Firm, Bakersfield, California.*

# Foreword

Almost nobody explains to an injured person what a lawyer actually costs before they have to decide whether to call one. California car accident representation is the arrangement under which an injured person transfers the handling of a claim to a lawyer who is paid only from the recovery of that claim. Everything else people argue about, the percentage, the costs, the deadlines, the timeline, the venue, is a detail inside that one arrangement. And almost none of it is explained to the person making the decision.

This book exists to close that gap.

The material here started as recorded conversations on Car Accident Attorney w. Robert May, a California personal injury podcast hosted by Robert May, the founding attorney of The May Firm. The episodes were recorded across the state in Bakersfield, Fresno, and Long Beach, and each recording addressed the same set of questions from a different angle. The questions were not invented for the show. They are the questions people actually ask on the first phone call, in the order they tend to ask them, and the answers on these pages are the answers given on the record.

The book is organized around the four things a person in this situation actually has to work out.

The first is cost. A contingency fee is a percentage of a gross recovery, which sounds simple until the reader learns that fees and costs are separate line items, that costs are advanced by the firm at its own risk, that health insurers and medical providers have claims against the same recovery, and that the number on the settlement letter is not the number that reaches the bank account. Chapters 2 through 7 take that apart in order, from the objection that a lawyer leaves you with less, through the percentage itself, through the difference between fees and costs, through liens and letters of protection, and finally to the arithmetic that turns a gross recovery into a net one.

The second is time. California gives an injured person two years to file a lawsuit. Claims against government entities run on a far shorter clock. But the statutory deadline is not the operative deadline, because evidence degrades, defendants get harder to identify, and a lawyer brought in at the end of the window inherits a case the other side has been working on for two years. There is also a moment when a claim stops being fixable, and it is not the moment most people expect. Chapters 8 and 9 handle both.

The third is selection. Fee agreements are not uniform; trial capability changes the value of cases that never reach trial, and the free consultation is a step most people skip past. Chapter 10 covers what to look for and what to ask.

The fourth is process. What happens in the first weeks, how evidence gets preserved before it disappears, why an insurance company behaves differently once a lawyer appears, how a case gets valued, what a demand letter does, how cases actually end, and what local knowledge buys in a specific county. Chapters 11 through 15 follow a case from the day it is signed until the day it is resolved.

# Introduction

Most people do not decide whether to hire a car accident lawyer. They wait, and the decision gets made for them.

That is not a criticism. It is what happens when someone is hurt, the bills start arriving, an adjuster is calling and being pleasant about it, and the one piece of information nobody has offered is what a lawyer would actually cost. So the question sits there. It sits there while treatment continues, while the file ages, and while the insurance company builds its position.

I want to take the ambiguity out of it.

This book covers three things, and the title says them in order. Fees, meaning what representation costs, how a contingency percentage works, what is separate from that percentage, and what comes out of a recovery before anything reaches the client. Deadlines, meaning the two-year statute, the much shorter clock on claims against a government entity, and the moment a claim can no longer be reopened. And what happens next, meaning the actual sequence of a case, from the first weeks of investigation through valuation, through the demand, through settlement or litigation, to the venue it lands in.

I am not going to tell you that everyone needs a lawyer. I do not believe that, and I have said so on the record. There are situations where the property damage is handled, there are no injuries, and the number on the table is enough. In those situations, you probably do not need me, and a lawyer who tells you otherwise is not doing you a service.

What I will tell you is that the decision is about risk. Meaning, how much pressure does the other side feel, and what happens to you if that pressure never materializes? That framing runs through every chapter in this book, because it is the framing that actually predicts outcomes.

Everything in these pages came from recorded conversations, which means the answers are the same ones I give on the phone. Where something depends on the facts, I say it depends. Where I have repeatedly seen something go wrong, I say that too.

Start wherever your situation puts you. If you are still deciding whether to call anyone, start at the beginning.

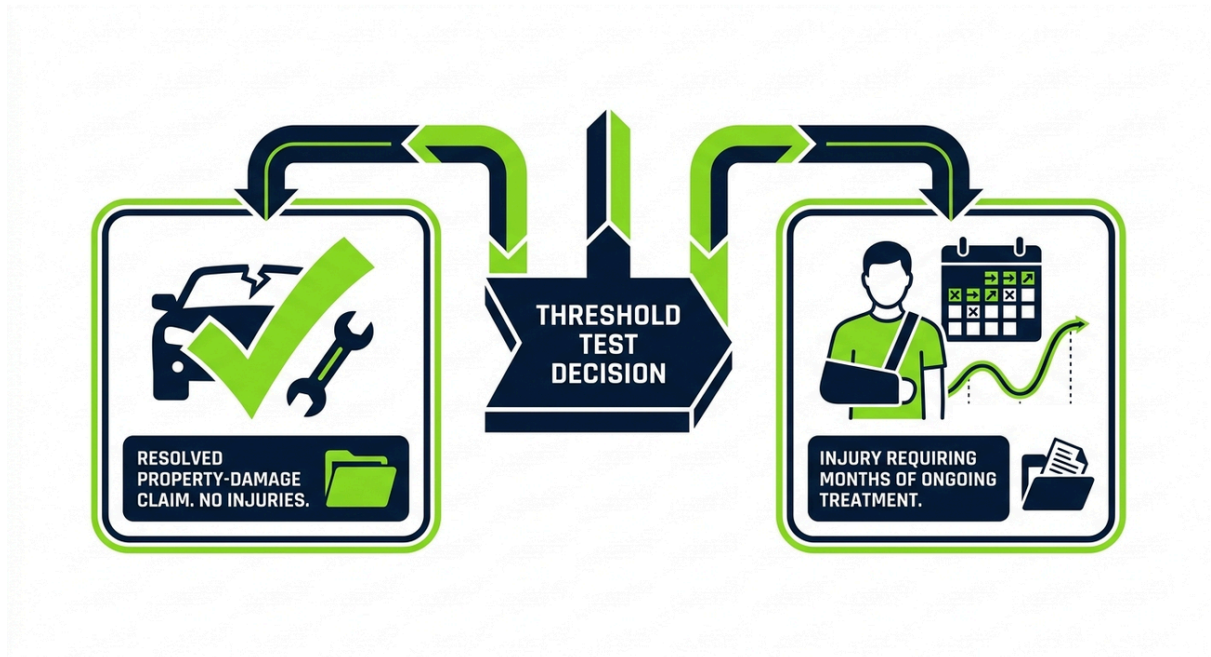
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CHAPTER ONE

## **When You Actually Need a California Car Accident Lawyer**

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The first question almost everyone asks, right off the bat, is whether they need a lawyer at all. It usually arrives before any of the others, before anyone has thought about fees or deadlines or what a case is worth, because it is the question that decides whether the rest of it matters.



A decision split showing the two outcomes of the threshold test: a resolved property-damage claim with no injuries on one side, and an injury requiring months of ongoing treatment on the other

I have a straightforward answer, and it is not the one people expect from a personal injury attorney.

If the property damage is being handled, if nobody is hurt, and if a quick couple of thousand dollars is genuinely enough for you for the rest of your life, then you might not need a lawyer. You probably do not. It might not even be worth it. That is a real category of case and it comes through the office regularly.

But if you have extensive medical treatment ahead of you, or if you are looking at care that will run for a few months, that is a different situation entirely and should be handled differently.

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*“If getting a quick couple thousand dollars is enough for you for the rest of your life, or you have no injuries and everybody’s taking care of your car accident property damage situation well, then you might not need a lawyer. You probably don’t. It might not even be worth it. But if you have any extensive medical treatment needed, if you have treatment that’s going to be needed for a few months, I would say you need a lawyer.”*

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— ROBERT MAY, ON THE THRESHOLD THAT SEPARATES A CLAIM YOU CAN HANDLE FROM ONE YOU CANNOT

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## The Real Test Is Risk, Not Injury Type

People want a list. They want to know which categories of accident require an attorney and which do not, as if the answer lies in the type of collision.

The simple answer is risk. Meaning, if you want to put no pressure on the other side, no pressure on the insurance company, then you do not need a lawyer. If they are simply giving you everything you ask for, then you have done it, you have cracked the code, and you probably do not need anyone’s help.

I have never seen it in twenty years.

That is not a rhetorical flourish. It is an observation about how claims departments operate. An insurance company is an organization with a financial interest in closing your file for the smallest defensible number, and it has professionals whose full-time job is to do exactly that. The question is not whether they are being unpleasant to you. Most adjusters are perfectly pleasant. The question is whether anything in the situation is creating pressure on them to move.

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## **Future Medical Treatment Changes the Calculation**

The clearest dividing line in this analysis is medical treatment, and specifically treatment that continues into the future.

A claim in which you were checked out, released, and sent home has a knowable ceiling. A claim where you are going to be treating for months is not, because the full cost of the injury is not yet visible. Nobody knows yet what the imaging will show, whether the pain resolves or becomes permanent, whether you will be able to do the work you did before, or what care you will still need a year from now.

Settling that claim early means settling it for a number built on incomplete information, and once it is settled, it is finished. And so the presence of ongoing treatment is not just a factor in the decision. In most cases, it is the decision.

If you have any significant injury or any concern about your health in the future, you absolutely should hire a lawyer.

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## **What Handling It Yourself Actually Involves**

There is a version of this decision that gets framed as saving money, and it is worth being honest about what the unrepresented path actually requires of you while you are hurt.

It means being the person who talks to the adjuster, who decides what to say and what not to say, who tracks which bills went to which insurer, who knows when a deadline is running and which deadline applies, and who eventually has to judge whether the number being offered is a good number without having seen what similar cases resolve for.

Some people can do that. Most people, in the weeks after a serious accident, are not in a position to do it well, and that is not a failure of intelligence. It is a matter of what someone can reasonably manage while being treated.

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## **Proposition 213, and Why Your Own Insurance Matters Before the Crash**

There is one California rule that can change your case more than anything else in this book, and almost nobody knows about it until it applies to them.

If you were driving uninsured when you were hit, California law bars you from recovering non-economic damages. That is Proposition 213, and it means no compensation for pain, for suffering, for the loss of the things you used to do. You can still recover your medical bills and your lost wages. The human side of the claim is gone, even if the crash was entirely the other driver's fault.

The same bar applies if you were convicted of driving under the influence in connection with the crash, and to the owner of an uninsured vehicle.

There are exceptions to Prop 213 worth asking about, including if the at-fault driver was convicted of DUI, if the crash happened on private property and whether the uninsured vehicle belonged to your employer. But the general rule is hard, and it is the best argument I can make for carrying insurance you hope never to use.

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## **The Coverage Most People Do Not Know They Have**

The other half of that question is what the driver who hit you was carrying, and the honest answer is often not enough.

California raised its minimum liability limits on January 1, 2025. The minimum is now thirty thousand dollars for one injured person and sixty thousand dollars for everyone injured in the crash, with fifteen thousand dollars for property damage. Before that date, the minimum was fifteen thousand per person. Those numbers are scheduled to rise again in 2035. Thirty thousand dollars is a real improvement, and it is still nothing against an expensive surgery or a year out of work.

Which is why the most important policy in a serious case is frequently your own. Uninsured and underinsured motorist coverage is optional coverage you buy on your own policy, and it pays when the person who hit you had nothing or had too little. Most people do not know whether they carry it. It is worth finding out tonight rather than after a crash.

Two things to understand about how this works in California. Underinsured coverage is offset, not stacked, so it pays the difference between the other driver's limits and your own rather than the full amount on top. And it carries its own deadline, covered in Chapter 8, which people miss more often than the statute of limitations itself.

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## **If the Crash Was Partly Your Fault**

People often talk themselves out of calling because they think they did something wrong. Maybe they were going a little fast. Maybe they looked down.

California is a pure comparative fault state, which means fault gets divided rather than assigned to one single person. If you were to be found thirty percent responsible, you recover seventy percent of your damages. Even a driver who is found mostly at fault still recovers something. Being partly at fault is a reason to have the conversation, not a reason to skip it.

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## Common Questions

Do I need a lawyer for a minor car accident in California?

Not necessarily. If nobody was injured, the property damage is being handled well, and the amount on the table is genuinely enough, you may not need one. Robert May's position is direct on this point: in that situation, you probably do not need a lawyer, and it might not even be worth it. The analysis changes as soon as injuries and ongoing medical treatment enter the picture.

What kinds of car accident cases almost always need an attorney?

Cases with meaningful injuries, and especially cases where medical treatment is going to continue for months. The test is risky. If there is anything significant, or any concern about your health going forward, that is the category where representation matters, because the full value of the claim is not yet knowable.

Can I just negotiate with the insurance company myself?

You can. The question is whether anything in that negotiation creates pressure on the insurer to move off its number. As Robert May put it: "If they're just giving you everything you ask for, then you've done it, you've cracked the code, you probably don't need anyone's help." In twenty years of practice, he has not seen that happen.

Is it worth hiring a lawyer if my injuries seem minor now?

It depends on whether the injuries are actually resolved or simply early. Injuries that seem minor in week one sometimes require months of care, and a claim settled before that is known cannot be reopened. If treatment is ongoing or expected, the case should be evaluated before anything gets signed.

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## Chapter Reflection

The decision is not about whether you are the kind of person who hires a lawyer. It is about whether your situation carries a risk that nobody is currently applying pressure to.

If it does not, keep your money. If it does, the rest of this book is about what that representation costs, what the clock actually looks like, and what happens once someone is working the case on your behalf.

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CHAPTER TWO

## **Whether Hiring a Lawyer Leaves You With Less Money**

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The objection underneath the fee question is rarely stated plainly, so let me state it. People suspect that a lawyer takes a third of the money, and the client ends up in roughly the same place, having given away a percentage for work that might not have changed the outcome.

It is a fair thing to wonder about. In my experience, the answer is definitely “No”. In a case with serious injuries and real treatment, representation increases the number the case settles for, and it increases it by much more than the fees.

But the more useful version of the answer is not statistical. It is what a lawyer should tell you when your case is the exception.

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***“If hiring me, if hiring our law firm means you’re going to end up with less money, or more importantly, if we can’t add significant value to your situation, then I would advise somebody not to hire a lawyer. It doesn’t do me any good, and more importantly, the client any good, to collect a small fee and not add real value to our clients.”***

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— ROBERT MAY, WHEN HE TELLS A CALLER NOT TO HIRE HIM

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## **The Cases Where a Lawyer Does Not Add Value**

There are calls that come in where the right advice is to not hire us, and those calls happen at The May Firm regularly enough that they are part of the intake conversation rather than an exception to it.

The logic is not complicated. A fee is a percentage of a recovery. If representation is not going to meaningfully affect the recovery, then the percentage is coming out of money the client would have received anyway, and nobody is better off. Collecting a small fee in that situation does not do the firm any good, and it certainly does not do the client any good.

And so the honest version of this question is not “does a lawyer take a percentage.” It is “does this particular case have room in it for a lawyer to earn that percentage and leave the client ahead?” That is a question a firm can answer on a first call, and it should.

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## **In a Real Case, the Answer Is Consistent**

In a significant case, one with real injuries and real treatment and real exposure, it is essentially always worth having representation.

I can count on my hands the number of times we came in, did good work, and it just was not worth it for the client. Over twenty years of practice, that is a small enough set of cases to be memorable individually, which tells you something about how the general rule runs.

The reason is the same reason from the previous chapter. The value of a claim is not fixed at the moment of the crash. It moves based on what gets documented, what gets preserved, how the injuries are established, and how much pressure exists on the other side to pay something closer to full value. Those are the variables representation acts on.

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## **Karma Cases**

There is a third category worth naming, because it does not fit the economics at all.

Sometimes, there are cases the firm takes on purely to help somebody out, where the point is that the person ends up in a better position than they would have on their own. I just call them karma cases. They are not the business model, and they are not going to be, but a practice that never takes one is a practice organized around something other than the client.

I mention it because it is the clearest answer to the underlying suspicion in this chapter. A firm that only ever takes the profitable case is telling you what it optimizes for, and you can find that out on the first call by asking what happens if your case turns out to be small.

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## **Common Questions**

Do you get less money when you hire a lawyer for a car accident?

In a case of any real size, no. What a case resolves for is not fixed at the moment of the crash. It changes based on what gets documented, what evidence gets preserved, and how much pressure exists on the other side. The exception is a case with no real room in it, and Robert May's stated position is that in that situation, the right advice is not to hire a lawyer at all, be-

cause collecting a small fee without adding real value serves no one. Oftentimes, small claims court is a quicker and much less expensive option for very small cases with very minimal injuries and medical care.

How do I know if my case is worth hiring an attorney for?

Ask for a free consultation. A firm that handles these cases regularly can tell you quickly whether representation is likely to change your outcome. If the answer is that it will not, a good firm says so. That conversation costs nothing and it is the fastest way to resolve the question.

Will a lawyer take my case if it is small?

Sometimes, and not always for financial reasons. Some cases get taken on specifically so the person ends up in a better position, which Robert May refers to as karma cases. Other small cases are better served by a referral or by handling the claim directly, and a firm should tell you which situation you are in.

Does the lawyer's percentage come out of my medical bills too?

The fee is calculated on the gross recovery, and medical bills and liens are handled as separate deductions from that same recovery. Chapter 7 walks through the full order of deductions, from fees and costs through insurance reimbursement and negotiated liens, so you can see what actually reaches you.

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## Chapter Reflection

The test for whether a fee is worth paying is whether the representation changes the number. In any real case, it does, and consistently enough that the exceptions stand out in memory.

The next question is the mechanical one: how that fee actually works.

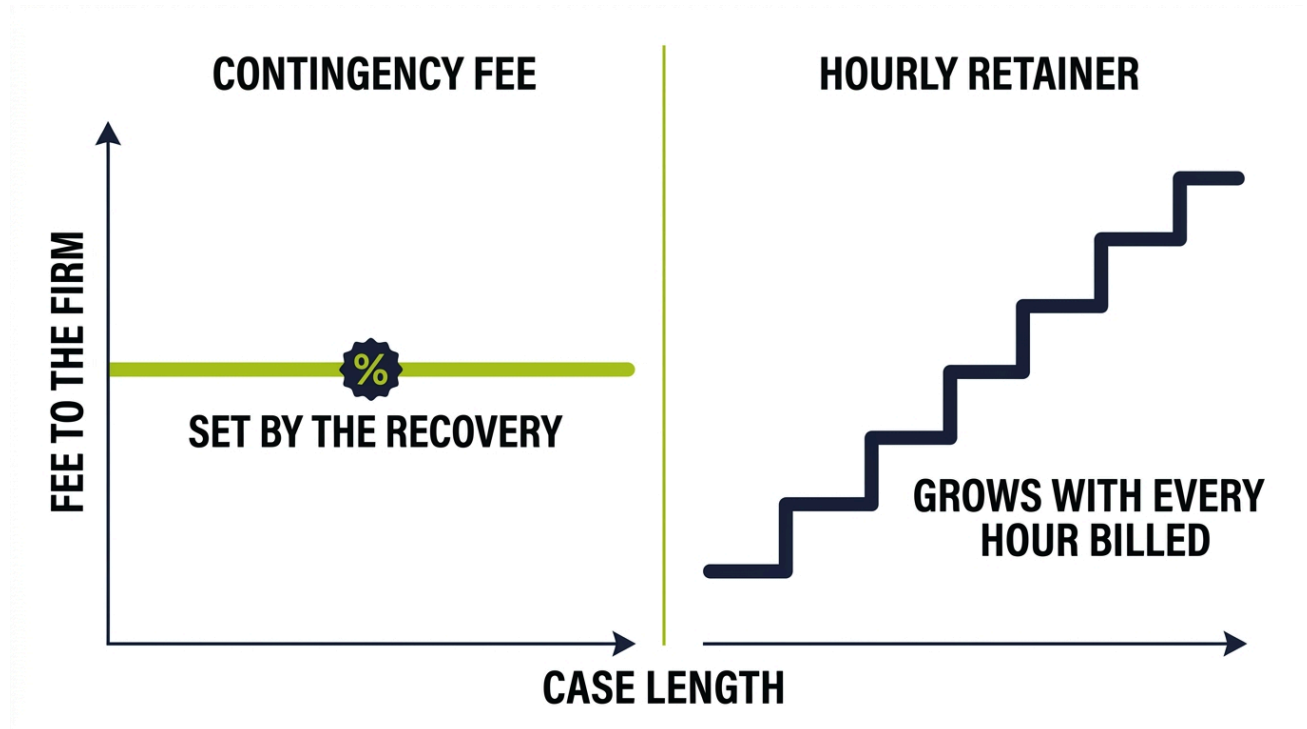
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## CHAPTER THREE

### **How a Contingency Fee Works in a California Car Accident Case**

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A contingency fee is one of the few pricing structures in professional services where the person doing the work gets paid only if the work produces a result. It is worth understanding precisely, because the structure itself is what makes representation available to people who could not otherwise afford it.



A side-by-side comparison of how a contingency fee and an hourly retainer reward the firm as a case gets longer

In a California car accident case, it works like this. Your lawyer is paid a percentage of whatever the gross recovery is. In the event there is no recovery, there is, of course, no fee. The percentage is stated in your client agreement; it should be clearly outlined there, and the lawyer can never take more than that.

That is the whole mechanism. Everything else people worry about sits in the details around it, which the next several chapters cover.

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***“Unlike many other areas of law where you might have a large retainer, or in a family law case, the longer I work on a case, the more hours I bill, the better it is for the law practice. Whereas in a contingency fee case, the most efficient way from point A to point B with the most significant recovery is going to be the best for the client, and it also works out to be the best for the law firm.”***

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— ROBERT MAY, ON WHY A CONTINGENCY FEE ALIGNS  
THE LAWYER WITH THE CLIENT

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## **Why the Incentive Structure Matters More Than the Percentage**

Most lawyers bill by the hour, often against a retainer paid up front by the client. That structure has an uncomfortable truth: A lawyer billing hourly makes more money, the longer the case runs, and the more hours are billed. The client's interest in resolution and the firm's interest in collecting fees point in opposite directions.

A contingency fee inverts that. The fee is a percentage of the recovery, so the larger the recovery, the larger the fee. Meaning your attorney's interests are deeply aligned with your interests. There is a direct correlation between your success and the firm's success.

It also means efficiency is rewarded rather than penalized. The most efficient path from point A to point B with the greatest recovery is the best outcome for the client and, at the same time, for the law firm. A firm that drags a case out is not making more money; it is making the same money later while carrying more costs.

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## **No Recovery, No Fee, and What That Actually Means**

The phrase gets used loosely in advertising, so it is worth being precise about what it covers.

If there is no recovery on the case, there is no attorney's fee. That part is straightforward, and it is universal in contingency work. What varies between firms, and what people do not always ask about, is the treatment of case costs, which are a separate category of money entirely and are the subject of Chapter 5.

The other thing to understand is that the fee attaches to the gross recovery, not to what lands in your account. That is not a trick; it is just the arithmetic, and it is why Chapter 7 exists.

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## **Read the Agreement, Because the Agreement Governs**

The percentage should be very clearly outlined in your client agreement, and the lawyer can never take more than what that document says.

That makes the agreement the single most important piece of paper in the relationship, and it is worth reading before you sign it rather than after. The next chapter covers what the California baseline actually is and what to watch for in agreements that depart from it.

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## **Common Questions**

How does a contingency fee work in a California car accident case?

The lawyer is paid a percentage of the gross recovery. If there is no recovery, there is no fee. The percentage is set in the client agreement, and the lawyer cannot take more than the amount stated there. That structure is what allows someone to be represented without paying anything up front.

Do I pay anything up front to hire a car accident lawyer?

No. There is no retainer in a contingency fee case. The firm is paid at the end, out of the recovery, and if the case does not recover, there is no fee. Case costs are handled separately and are covered in Chapter 5.

Can my lawyer charge more than the percentage in the agreement?

No. The percentage stated in the client agreement is the ceiling, and the lawyer can never take more than that. This is one of the reasons to read the agreement carefully before signing, including any language about how the percentage changes at different stages of the case.

Why do personal injury lawyers work on contingency instead of hourly?

Because it aligns the incentives. Under an hourly model, more hours worked is better for the firm. Under a contingency model, the firm does better when the client does better, and the most efficient path to the largest recovery serves both. It also means people who cannot pay a retainer can still be represented.

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## **Chapter Reflection**

The structure is simple: a percentage of the gross recovery, capped by the agreement, owed only if there is a recovery. Its real function is alignment, because it ties the firm's outcome to yours rather than to the clock.

What the percentage actually is, and what makes it move, is the next chapter.

CHAPTER FOUR

# 04

## **What Percentage Attorneys Take, and What Moves That Number**

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There is a historical baseline in California personal injury work, and knowing it is the single most useful piece of information a person can carry into a fee conversation.

The old general rule was that before a lawsuit was filed, the fee would generally be one-third, or thirty-three and a third percent. When the case went to litigation, which is a separate topic covered later in this book, the fee would increase to 40%.

That is the baseline. It is the contract that The May Firm has used since the inception of the firm, unchanged since day one.

The reason the number steps up at litigation is that the work steps up at litigation. Filing a lawsuit means pleadings, discovery, depositions, motion practice, expert disclosure, and court appearances, and it means the firm is now advancing significantly more costs against an outcome that is further away. The percentage reflects a different phase of work, not a penalty for the case continuing.

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***“I have, however, seen contracts that are far, far beyond that. I would never advise anybody to sign those contracts. So make sure you review any agreement you sign with a lawyer. Get a second opinion even before you sign anything, it would be my advice.”***

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— ROBERT MAY, ON FEE AGREEMENTS HE TELLS PEOPLE NOT TO SIGN

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## What to Watch For in an Agreement

Agreements exist that depart from the baseline in both magnitude and mechanism, and I have seen them.

I have seen litigation fees run as high as 50%. I have seen legal fees that change automatically after sixty days, meaning the percentage escalates on a calendar trigger rather than on a change in the work being performed. Those are the terms to look for, because they are the ones that do not announce themselves. A percentage is easy to compare. A clause that moves the percentage on a date is not.

And so my advice is the same regardless of which firm you are considering. Review any agreement you sign with a lawyer. Get a second opinion on it, even. Before you sign anything.

That is advice against my own interest at intake, and I give it anyway, because a client who understands the agreement they signed is a better client to work with for the next eighteen months.

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## **The Percentage Is Not the Only Variable**

It is worth noting that comparing firms based solely on percentages is a narrow way to make this decision.

Two firms at the same percentage can produce very different outcomes, because the percentage applied to the recovery is not fixed. A firm that investigates early, preserves evidence, builds the damages record properly, and is credible about trying the case is operating on a different level than a firm that sends a demand and waits. Chapter 10 covers what to actually evaluate.

The percentage matters. It just matters less than what the percentage is applied to.

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## **Common Questions**

What percentage do car accident lawyers take in California?

The historical baseline is one-third before a lawsuit is filed, moving to forty percent once the case goes into litigation. The May Firm has used that same structure since the firm started. Agreements go beyond this, and I advise against signing them without a second opinion.

Why does the attorney's fee increase when a lawsuit is filed?

Because the work and the risk both increase. Litigation brings discovery, depositions, motions, expert costs, and court appearances, and the firm advances substantially more money against an outcome that is further out. The step up reflects a different phase of work rather than a penalty.

What should I look for in a contingency fee agreement?

Look at the percentage at each stage and identify triggers that automatically change the percentage. Robert May has seen litigation fees as high as 50% and fees that automatically escalate after 60 days. Read the document before signing and get a second opinion if anything is unclear.

Can I negotiate a contingency fee percentage?

Yes, and your agreement says so. California law requires every contingency fee agreement to contain a statement that the fee is not set by law but is negotiable between attorney and client. If the document in front of you does not say that, it is a problem with the document. An agreement that does not comply can be voided by the client, and the lawyer is then limited to a reasonable fee. Whether you should negotiate is a different question. Personal injury lawyers are unique in that their interest in maximizing a client's cases is perfectly in step with a client's interest in maximizing the value of their own cases. A reduced fee on one case disincentivizes an attorney from fully investing in a case and maximizing its value.

The fee percentage is the easiest thing to compare across firms, but may be the least useful. At the start of a case, the fee percentage is applied to a hypothetical future settlement amount. We believe it is best to spend time and energy focusing on what happens at each stage of the case, what happens to advanced costs if there is no recovery, and how liens will be handled at the end of the case.

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## Chapter Reflection

One third before suit, forty percent in litigation, stated in writing, and capped there. That is the shape of the California baseline, and anything materially outside it deserves a second set of eyes.

The percentage, though, is only a component of what a case costs. The other component is legal costs, which are separate from attorney fees.

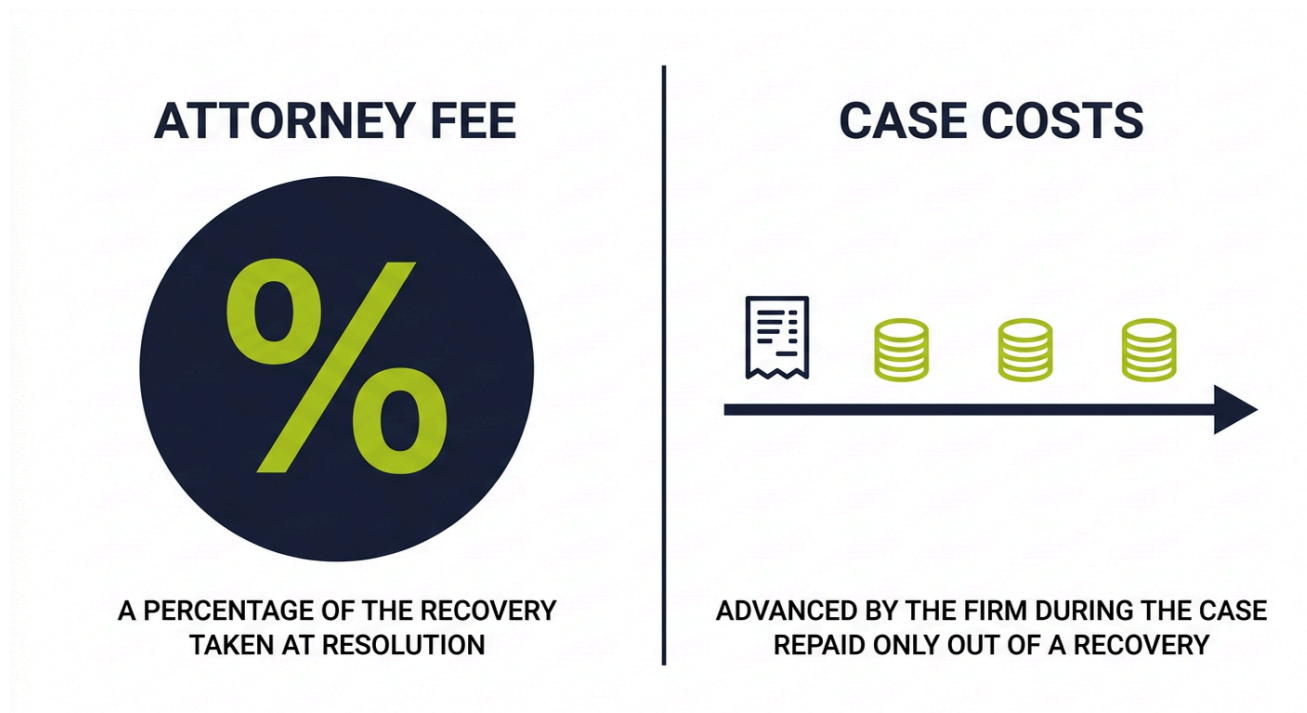
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CHAPTER FIVE

## **Attorney Fees Versus Case Costs, and Who Pays If You Lose**

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Fees and costs are two different things, and conflating them is the most common misunderstanding people bring into a fee conversation.



Attorney fees as a percentage taken at resolution, shown separately from case costs advanced by the firm during the case and repaid only out of a recovery

Fees are paid at the end of the case. They are a percentage of the gross recovery, as covered in the last two chapters.

Costs are something else entirely. The costs are effectively a zero percent loan that the lawyer is paying throughout the case. They are the funds spent to move the case forward, advanced by the firm as the case proceeds, and repaid from the recovery at the end.

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## What Case Costs Actually Are

The range is wide and scales with the case's requirements.

Initial costs are simple. Getting a traffic collision report might cost twenty dollars. From there, it climbs, and in a case that needs it, hiring some of the best experts in America can cost \$20,000, \$40,000, \$60,000, or \$100,000.

The costs are what the lawyer pays out of pocket in what they believe is in the client's best interest to advance the case and, ultimately, to increase the recovery. An accident reconstructionist, a biomechanical expert, a life care planner, treating physician testimony, deposition

transcripts, court filing fees, all of it lands in this category. None of it is optional if the case needs it, and none of it is free.

At the end of the case, the law firm is paid back the money it has invested. That is a cost recovery, not a profit center. It is not a money-making enterprise; it is simply the firm getting back what it laid out.

“*“In the event your case is unsuccessful, maybe you don’t win at trial, or there ultimately is no recovery on the case for whatever reason, the client does not pay the law firm back. So that’s the risk the law firm is taking by accepting your case, working on a contingency. They’re also saying, ‘We believe in you. We bet on you. We’re going to invest in your case in the interest of the best outcome possible.’”*

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— ROBERT MAY, ON WHO ABSORBS THE CASE COSTS  
WHEN A CASE DOES NOT RECOVER

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## Who Absorbs the Loss

This is the part that changes how people understand the arrangement.

If the case is unsuccessful or there is no recovery for any reason, the client does not repay the firm for the advance costs. The firm absorbs them.

That is the actual risk a contingency firm takes when it accepts a case. It is not only forgoing a fee, but it is also writing off real money it has already spent. And so a firm accepting your case on those terms is making a statement about the case. It is saying it believes in the case enough to invest in it and bet its own capital on an outcome it does not control.

It also explains something that people find puzzling: why firms decline cases that seem meritorious. Every case accepted carries a cost exposure the firm cannot recover if the case fails, which means intake is a capital allocation decision as much as a legal one.

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## **Why This Should Be in Writing**

Because legal costs vary across firms, the client agreement should be explicit about who bears the costs in the event of a loss.

Ask the question directly in the consultation. If the case does not recover, do I owe the firm anything? It is a one-sentence question with a one-sentence answer, and the answer belongs in the document you sign.

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## **Common Questions**

What is the difference between attorney fees and case costs?

Fees are the attorney's percentage of the gross recovery, paid at the end of the case. Costs are money the firm advances during the case to move it forward, from a twenty-dollar traffic collision report up to expert fees that can reach tens of thousands of dollars. Costs are reimbursed to the firm out of the recovery, separately from the fee.

Who pays the case costs if I lose my car accident case?

At The May Firm, the client does not pay the firm back if there is no recovery. That is the risk the firm takes by accepting the case on a contingency basis. Cost treatment can vary between firms, so confirm it in the agreement before signing.

How much do case costs run in a car accident case?

It depends entirely on what the case requires. Simple costs start with items like a traffic collision report. Cases that need serious expert work can run twenty, forty, sixty, or a hundred thousand dollars in expert fees alone. The firm advances these as the case proceeds.

Do case costs come out before or after the attorney's fee?

Both fees and costs are deducted from the gross recovery, along with medical expenses and any insurance reimbursement. Chapter 7 walks through the full sequence so you can see how a gross number becomes a net one.

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## Chapter Reflection

The fee is the percentage. The costs are the investment, advanced at the firm's risk and repaid only out of a successful outcome.

Understanding that split matters because it explains what a firm is actually putting at stake when it takes your case, and it sets up the arithmetic that decides what you take home.

# 06

CHAPTER SIX

## **Medical Bills and Letters of Protection While Your Case Is Open**

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There is a gap in every injury case that nobody warns people about. Treatment starts immediately. Recovery on the claim arrives, at best, many months later. Something has to cover the distance between those two points, and the person who is hurt is usually the last one to know what the options are.

There are a few different ways this gets handled, and which one applies depends on your insurance situation.

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## When You Have Health Insurance

Start with the common case. You have health insurance, go to the emergency room, incur the cost, and maybe have a large copay.

The first move is finding out who is actually calling. Hospitals and insurers routinely contract the recovery work out, so the voice on the phone is often a third party working the account rather than the provider who treated you.

Then we make contact directly, and what we say is short and does not change much from one case to the next. It is a request to pause rather than an argument, made early enough that nobody's credit takes the damage while the claim is still being built.

“

***“A lot of times, what my office will do in that situation is we’ll jump in, we’ll find out who’s trying to get that money back from the client. We’ll usually say the May Firm represents John Smith. Hold off on recovery. Don’t send it to collections. Don’t damage their credit. We’re going to protect your interest, but we need to be able to advance this case in the best way possible.”***

---

— ROBERT MAY, ON STOPPING COLLECTIONS WHILE A CASE IS STILL OPEN

That intervention does two things at once. It protects the client from credit damage during the months the case is pending and preserves the provider's claim so it can be resolved properly at the end, rather than becoming a collections problem in the middle.

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## **When Coverage Will Not Cover the Care**

The second situation happens a lot. Clients come in with health insurance, but they might have a very large deductible that they cannot meet.

So they ask directly. Robert, can you assist us in finding the best medical care throughout the state so we can get better?

In those situations, a lawyer might have a referral from another lawyer, a doctor, or whatever it might be, so the client can get the best care possible. The point of that network is access. Someone with a deductible they cannot meet is otherwise a person who does not treat, and a person who does not treat does not recover physically or on the claim.

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## **What a Lien Actually Is**

The arrangement that makes this work is what is typically called a lien in the personal injury space, and it is really a letter of protection.

It is effectively a contract saying that at the end of the case, if the case is successful, you are going to pay the physician back a reasonable charge for whatever treatments were provided.

Meaning the provider agrees to treat now and wait for payment, in exchange for a claim against the eventual recovery. The client gets care without paying at the point of service. The provider gets paid at resolution. And the amount owed at the end is a reasonable charge for the treatment, not an open-ended number, which is why the negotiation covered in the next chapter matters so much.

A letter of protection is not free care, and it should never be described that way. It is a deferred payment secured by your case.

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## **Not Every Lien Is the Same Instrument**

The word lien gets used for four different things in a personal injury case, and they behave very differently at the end. It is worth knowing which one you are looking at.

A letter of protection is the contract described above. It is negotiable, and how hard it gets negotiated is a real variable in what you take home.

A hospital lien is a statutory lien that a hospital perfects by giving written notice. California law caps it at fifty percent of the recovery after any prior liens are paid.

A Medi-Cal claim is the state's right to be repaid for care it covered. It follows a formula rather than a negotiation. The state reduces its claim to cover attorney fees and a share of costs, and the remainder is capped at 50%.

Medicare claims or health plans' reimbursement rights are federal. Medicare and most health insurance liens are reduced in proportion to the fees and costs incurred by the client in obtaining the recovery. A self-funded employer health plan is generally the least flexible option in the entire case, but we often are able to secure reductions on these plans as well.

Which category your bills fall into is one of the first things we work out, because it determines how much room there is at the end.

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## **One Change Coming in 2027**

If your crash involved an Uber or a Lyft, the rules on lien-based treatment are changing. A California law signed in 2026 applies to covered rideshare accidents occurring on or after January 1, 2027. It limits what can be recovered for treatment provided under a lien by tying it to a benchmark drawn from regional billing data; it makes lien transfers and the financing and referral arrangements behind them discoverable; and it bars recovery by a lienholder who was never disclosed.

None of that changes a case that happened before that date. It does mean that if you are in a rideshare crash from 2027 onward, the question of who arranged your treatment and on what terms will be examined more closely than it is today. Ask about it.

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## **Common Questions**

Who pays my medical bills while my car accident case is pending?

It depends on your coverage. If you have health insurance, it typically pays for it and is reimbursed later from the recovery. If you cannot use your coverage because of a high deductible, care can often be arranged on a lien, meaning the provider treats you now and is paid from a successful recovery.

What is a letter of protection?

It is a contract between you, your attorney, and a medical provider stating that, if the case is successful, the provider will be paid a reasonable charge for the treatment from the recovery. It is what allows someone to get care when they cannot pay at the point of service.

Can a hospital send my bills to collections while my case is open?

It can happen, which is why the firm contacts the party pursuing recovery early. As Robert May describes it, the message is to hold off on recovery, not to send it to collections, and not to damage the client's credit while the case is properly advanced.

What if I have a high deductible and cannot afford treatment?

Tell the firm on the first call. That situation is common, and the answer is usually a referral into care arranged on a lien so treatment can begin. Delaying treatment because of cost hurts both your recovery and your claim, since gaps in treatment become an argument for the other side.

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## **Chapter Reflection**

The months between the crash and the resolution must be paid for by someone, and the arrangements covering them are not automatic. They get set up, deliberately, by the people handling your case.

What those arrangements cost you at the end is the subject of the next chapter, and it is where the difference between a headline settlement number and an actual check gets decided.

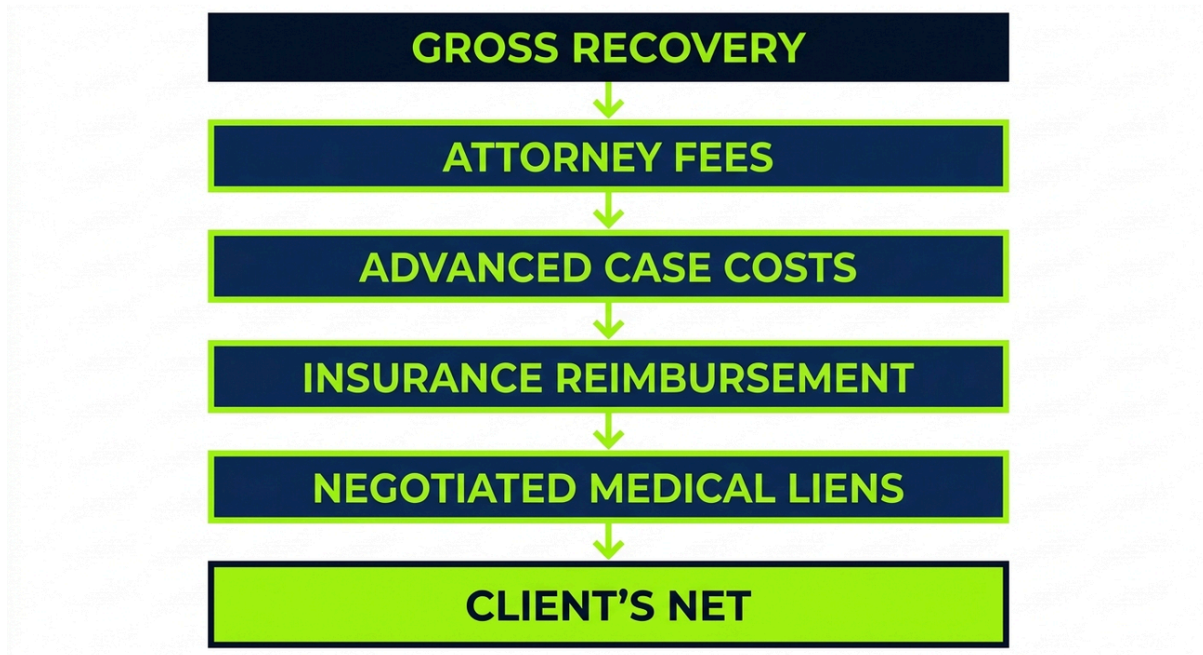
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CHAPTER SEVEN

## **From Gross Recovery to What You Actually Take Home**

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Every settlement has two numbers. There is the number the case resolves for, and there is the number that reaches the client. People hear the first one and plan around it, and the distance between the two is where most of the disappointment in this industry lives.



A gross recovery stepping down through attorney fees, advanced case costs, insurance reimbursement, and negotiated medical liens to the client's net

So let me walk it.

Let us make up a number. Say you have a case that resolves for one hundred thousand dollars, because the other side has a one hundred thousand dollar policy, and they pay it. There are a few things that need to be offset or deducted from that hundred thousand.

Here is what that actually looks like. The numbers are made up, but the shape is real.

| Line                                          | Amount           |
|-----------------------------------------------|------------------|
| <b>Gross settlement</b>                       | <b>\$100,000</b> |
| Attorney fee, one-third pre-litigation        | -\$33,333        |
| Case costs advanced by the firm               | -\$2,000         |
| Health insurer reimbursement, after reduction | -\$6,000         |
| Medical provider balances, after negotiation  | -\$12,000        |
| Net to the client                             | \$46,667         |

Two things to take from that. The first is that the headline number and the check are different, and anyone who tells you otherwise is not doing you any favors.

The second is the line that moves. The fee is fixed by your agreement. The costs are paid at the time of settlement and cannot be reduced. But those last two lines started much higher, and where they land is a function of whether your lawyer fought over them. A client's net proceeds can be significantly increased by a diligent negotiation of the medical bills and liens, which is why we spend as much time on the bottom of that table as on the top of it.

“

***“You are going to have a gross recovery, and then it’s offset by a few factors: fees, costs, and most likely medical expenses. Specifically, if it’s a medical lien or letter of protection, you want that lien to be negotiated down to a reasonable rate based on historical pricing, and then paid out at the end of your case.”***

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— ROBERT MAY, ON THE DIFFERENCE BETWEEN THE HEADLINE NUMBER AND THE CHECK

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## The Lien Reduction Is Where Money Is Won or Lost

Notice the clause in the middle of that answer, because it is the part that carries the most money.

You want that lien negotiated down to a reasonable rate based on historical pricing. Not paid at the amount on the invoice. Negotiated against what that treatment actually settles for in the market, and then paid at the end of the case.

Medical billing in this context is not a fixed price. The same procedure is billed under one number, reimbursed by insurers under a very different number, and resolved in lien negotiation under a third. A firm that pays liens at face value is handing the client's money to providers who never expected to collect at that rate. A firm that negotiates them properly is putting that difference back into the client's net.

This is unglamorous work. It is also, in many cases, worth more to the client than the last few thousand dollars in settlement negotiations.

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## The Technology Problem Underneath It

There is a second issue with liens that has nothing to do with the amounts, and it is the one clients feel most acutely.

The case concludes. A check is on its way. And then they wait months, understandably, while the lawyer negotiates with anywhere from five to fifty medical providers, one by one, one fax, one email, one text at a time. That is a real valley that lawyers have, where a client goes from grateful and appreciative to asking where their money is. It is not an unfair reaction. They have already waited long enough.

The May Firm has been committed to technological advancement under two principles: that it can increase net proceeds for the client, or that it advances the client experience, meaning it provides a benefit to the client through their journey with us as their lawyers.

Recently, the firm invested in proprietary artificial intelligence, built on its own historical data rather than licensed from the legal software market.

“

***“We’ve developed a product that allows us to utilize every historical lien negotiation that we’ve ever done with a client. So I can look back at any provider in California or across the United States and know what’s been paid, how much we pay on average, and it gives us the ability at the end of the case to get a very accurate estimate of exactly what the client should get.”***

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— ROBERT MAY, ON THE LIEN NEGOTIATION SYSTEM THE FIRM BUILT

What that produces is two things. Accuracy, because a client can be told what they should actually net rather than a range. And speed, because the firm can send fifty negotiations immediately, counter, and document every interaction, instead of working the list sequentially over months.

If you are evaluating a firm, it is a fair question to ask: Do you use technology like this, or are you in the process of developing your own?

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## Common Questions

How much of my settlement will I actually receive?

Your gross recovery is reduced by attorney fees, case costs, any reimbursement owed to your health insurer, and outstanding medical bills or liens. What remains is your net. The size of that net depends heavily on how well the liens are negotiated down before they are paid.

Can medical liens be negotiated down?

Almost always, yes, and where possible, it should be. Robert May's position is that a lien should be negotiated down to a reasonable rate based on historical pricing rather than paid at the billed amount, and that reduction goes directly into the client's net recovery.

Why does it take so long to get my settlement check?

Because liens have to be resolved before funds are disbursed, and a case can involve anywhere from five to fifty providers, each negotiated individually. Firms that handle these sequentially by fax and email take months. Systems that negotiate in parallel significantly compress that window. Which is why we built the Lien Machine, a technology tool, a software based on AI that takes historical data of prices paid previously to providers and is able to simultaneously negotiate numerous bills at one time. Our experience is that once the case is settled, the client deserves to receive their money as quickly as possible. We believe in that so much that we built an entire system off it.

What questions should I ask a firm about lien negotiation?

Ask how they determine a reasonable lien amount, whether they negotiate every lien or only large ones, and how long disbursement typically takes after settlement. Robert May suggests asking directly whether the firm has technology supporting that process or is building it.

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## Chapter Reflection

The headline number is not the number. Fees, costs, insurance reimbursement, and medical liens all sit between the settlement and the check, and the lien line has the most room.

Ask any firm you are considering how it handles that step. The answer tells you a great deal about what your net will look like.

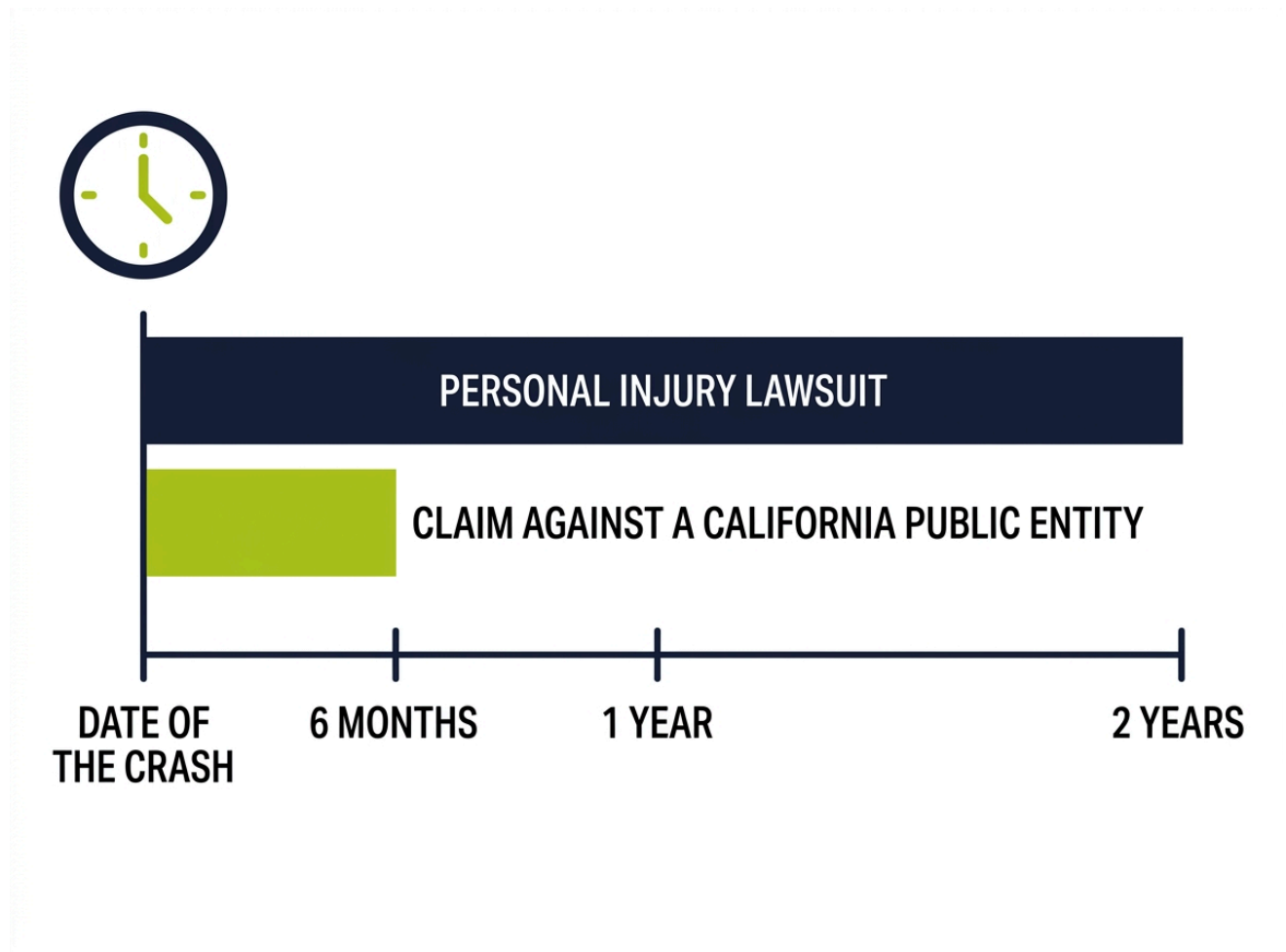
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CHAPTER EIGHT

## **California's Two-Year Deadline and the Six-Month Government Claim**

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California gives an injured person two years to file a lawsuit. That is the number people find when they search, and it is correct as far as it goes.



A timeline contrasting the two-year window to file a lawsuit against the far shorter window to file a claim against a public entity

It is also the wrong number to plan around, and the gap between those two statements has cost people real money.

Start with what the two years actually are. It is not two years to decide whether to hire someone. It is not two years to finish treating and then think about it. What you really have is two years to file a lawsuit, and everything that has to happen before a lawsuit can be filed properly must occur within that window.

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## Why the Technical Deadline Is a Trap

Here is what makes it tricky. Many cases are very complex. There is a lot going on. Maybe it is finding the right defendant. Maybe it is proving the right elements of the case so you can actually be successful. Whatever it might be, that work takes time and requires access to evidence that is still available.

What happens is that people wait so long that a lawyer coming in near the end has to distill all of those complex problems down at once. That makes it genuinely hard to jump in at the last minute and give you good advice, handle the case, and get out in front of the defense, because they have already had a two-year head start on you as the client and on your lawyer.

Think about what that head start means in practice. The other side's carrier opened a file the week of the crash. They took statements while memories were fresh. They know what their exposure looks like. Meanwhile, the claim sat.

“

***“The two years might be the technical deadline, but it’s a very foolish deadline if you actually want a great result on your case and to alleviate those two years of massive stress. You really not only benefit the case, but you benefit your own well-being by getting a lawyer right up top.”***

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— ROBERT MAY, ON WHY THE STATUTE OF LIMITATIONS IS THE WRONG DEADLINE TO PLAN AROUND

There is a second cost in there worth naming, because it does not show up in any settlement calculation. Two years of carrying it yourself is two years of stress. Either the stress of knowing you should hire a lawyer and putting it off, or the stress of handling the day-to-day yourself, the conversations with defendants and insurance adjusters, or simply living with the fear of not knowing what is going to happen or what you should do.

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## When the Clock Is Much Shorter

There are situations where you do not have two years, and you can walk into them without realizing it.

If a city, a county, a sheriff's department, a school district, a transit agency, or the State of California is involved, you are under the California Government Claims Act. You generally have six months from the date of the crash to present a written claim to that entity, though a late claim can be filed within one year. A claim is not a lawsuit. It is a form filed with the agency, and it is a precondition to being allowed to sue at all.

What happens after you file it is where these cases are won or lost. The entity has forty-five days to accept or reject the claim. If it sends you a written rejection, you have six months from that rejection to file suit, rather than the two years you would have in an ordinary case. People file the claim correctly, get the rejection letter, assume the regular statute still protects them, and lose the case on a deadline they had already met once.

If you miss the six-month claim deadline, there is a procedure to apply for permission to file late, and it has to be used within a year. Still, it is best to file the claim in a timely manner and avoid needing to request to file a late claim.

Federal agencies are different again, and people get this backward. A claim against the United States, a Postal Service truck, or a federal agency is governed by the Federal Tort Claims Act rather than California's. There, you have two years to present an administrative claim to the agency on a Standard Form 95, and then six months to file suit after the agency denies it. Longer than the state rule, and a completely separate process with its own requirements.

In those cases, you have to be very, very fast in contacting a lawyer and getting out ahead of it. Most lawyers are cautious about getting into that type of case late, because you can run into a number of different legal problems when the claim window has been mishandled.

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***“Governments that write laws also write into those laws protections for themselves. So broadly speaking, government case, you have way less time.”***

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— ROBERT MAY, ON WHY CLAIMS AGAINST PUBLIC ENTITIES MOVE FASTER

The category is broader than people assume. A collision with a city vehicle. A crash caused by a road defect or a signal failure on a county road. An accident involving a public transit vehicle. All of those could fall within the shortened window, and the person involved usually has no idea that their case is different from any other collision.

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## **The Deadlines, in One Place**

There is more than one clock running in a car accident case. These are the ones that matter.

| What                                                                                                      | Deadline       | Running from                                                                             |
|-----------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------|
| <b>Report to the DMV on Form SR-1</b>                                                                     | <b>10 days</b> | <b>The crash, if anyone was injured or killed, or if property damage exceeds \$1,000</b> |
| Claim against a California public entity                                                                  | 6 months       | The date the claim accrued                                                               |
| Suit after rejection of that claim                                                                        | 6 months       | The date the rejection is served                                                         |
| Administrative claim against a federal agency                                                             | 2 years        | The date the claim accrued                                                               |
| Uninsured motorist claim: sue the driver, agree in writing to arbitrate, or demand arbitration in writing | 2 years        | The date of the incident                                                                 |
| Personal injury lawsuit                                                                                   | 2 years        | The date of the incident                                                                 |
| Wrongful death lawsuit                                                                                    | 2 years        | The date of death                                                                        |
| Property damage lawsuit                                                                                   | 3 years        | The date of the incident                                                                 |

Three notes on that table. The SR-1 is a form you file with the DMV, separate from any police report or insurance claim, and failing to file it can cost you your license. The uninsured motorist line is the one people miss most. The claim against your own carrier has to be preserved within two years of the crash, by suing the driver who hit you, agreeing in writing to arbitrate, or demanding arbitration in writing.

And if you were a minor when you were hurt, the two-year injury deadline generally does not begin until you turn eighteen. The government claims deadline is not extended in the same way, though being a minor is grounds for filing late. A claim against a public entity on behalf of a child still requires immediate attention.

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## What This Means Practically

The operative rule is that the deadline that matters is the one you cannot see yet.

If there is any possibility that a government entity is involved, the case needs evaluation quickly, in weeks rather than months. And in an ordinary case, the reason to move early is not the statute at all. It is evidence, defendant identification, and not handing the other side a two-year advantage.

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## Common Questions

How long do I have to file a car accident claim in California?

Two years from the date of the accident to file a lawsuit for your injuries. That is the technical deadline, and it is not the only one. Property damage runs three years, a wrongful death claim runs two years from the date of death, a claim against a public entity runs six months, and an uninsured motorist claim has to be preserved within two years of the crash by suing the driver, agreeing in writing to arbitrate, or demanding arbitration in writing. Robert May's position is that treating any of these as the planning deadline is a mistake, because complex cases need time to develop, and the defense has been working on the file since the crash.

How long do I have to sue a city or government agency in California?

Far less time. A claim against a California city, county, sheriff's department, school district, transit agency, or the state must be presented to that entity within six months; a claim is a separate instrument from a lawsuit. If the entity rejects the claim in writing, you then have only six months from that written notice to file suit; if no written rejection ever comes, the lawsuit deadline is two years from the accident. Federal agencies are separate: a claim against the United States is brought under the Federal Tort Claims Act, which allows 2 years to present the claim and 6 months to sue after it is denied. All of these need attention immediately.

What happens if I wait too long to hire a lawyer?

The case gets harder rather than impossible, until the deadline runs. Evidence degrades, witnesses become difficult to locate, and a lawyer brought in late has to solve complex problems under time pressure. Many lawyers are cautious about accepting cases late for exactly that reason.

Should I wait until I finish medical treatment to contact a lawyer?

No. Representation and treatment run in parallel. Waiting until treatment concludes can consume most of the useful window, leaving evidence gathering, defendant identification, and insurer communication unaddressed during the period when they matter most.

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## **Chapter Reflection**

Two years is the statute. It is not the plan. The work that determines what a case is worth happens early, and the party that starts early is currently the other side.

If there is any chance a public entity is involved, in most cases, the timeline is not two years at all, and that is the version of this chapter that cannot wait.

# 09

CHAPTER NINE

## **When It Is Too Late: Releases, Signed Offers, and Cashed Checks**

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An offer is not the end of anything. People believe it is, and that belief closes more cases prematurely than any deadline in the last chapter.

If the insurance company has made an offer, it is absolutely not too late to bring in a lawyer. An offer is a position. It is the opening number from an organization whose job is to resolve your file efficiently, and it can be evaluated, countered, and, in many cases, substantially improved.

What changes the situation is not the offer. It is the paperwork.

If the insurance company has sent you a release and you have signed it, or sent a settlement check and you have cashed it, it might just be too late.

“

***“We see that all the time where people get an offer, get stressed, accept it, sign something, and then immediately have regrets and call us up, send the documents over, and it turns out the case is over.”***

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— ROBERT MAY, ON THE MOMENT A CLAIM STOPS BEING  
FIXABLE

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## The Sequence That Ends Cases

The pattern is consistent enough to be described as a sequence.

An offer arrives during a period when the person is already under financial pressure. There are bills. There is missed work. The number sounds like relief. They accept, they sign what is put in front of them, and the relief lasts about as long as it takes to think it through. Then they call a firm, send the documents over, and learn what the document they signed actually did.

A release is a contract that extinguishes the claim. Once it is signed and the money has been paid, the claim is usually over. There are narrow exceptions. A release obtained by fraud, or signed under a genuine mutual mistake about what the injury actually was, can sometimes be

undone. They are hard, they are expensive, and nobody should sign a release counting on one. The injury does not go away, and the future treatment does not go away. The mechanism for recovering anything for either of them is what is gone.

That is why stress is the operative factor here, rather than money. Nobody signs a release because they have carefully evaluated it and concluded it is fair. They sign it because they are under pressure and someone handed them a pen.

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## **What to Do When an Offer Arrives**

The practical guidance is short.

Do not sign anything until someone (an attorney) has looked at it. Not the release, not the settlement agreement, not the medical authorization that arrives alongside it. Do not deposit a settlement check. And do not treat the deadline the adjuster mentions as a real deadline unless it has been verified independently.

Then get the offer evaluated. That evaluation is free, it takes very little time, and it produces one of two answers. Either the offer is reasonable relative to what the case is worth, in which case you have confirmation, and you can accept it with confidence. Or it is not, and you have preserved the ability to do something about it.

Both outcomes are better than signing under pressure.

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## **Why Early Offers Are Often Low**

An early offer is made before the full extent of the injury is documented, which is precisely why it is made early.

The adjuster is not being dishonest by offering before your treatment concludes. They are managing exposure at the moment; it is the smallest and least certain. If your imaging has not come back, if you have not seen a specialist, if the question of whether this becomes a long-term problem is still open, the offer reflects that uncertainty in the insurer's favor rather than yours.

Chapter 13 covers how a case actually gets valued. The short version is that an offer arriving before the damages are known is an offer built on missing information.

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## Common Questions

Is it too late to hire a lawyer after the insurance company makes an offer?

No. An offer is a starting position that can be evaluated and countered. What can end the claim is signing a release or cashing a settlement check. Until those things happen, bringing in a lawyer remains an option.

Can I cancel a settlement after I signed the release?

Usually not. A signed release generally extinguishes the claim, which is the specific pattern Robert May describes seeing repeatedly: people accept under stress, regret it immediately, send the documents over, and learn the case is over. Before you say anything, have it reviewed by a legal professional to explain your rights and to avoid a permanent mistake.

Should I accept the first offer from the insurance company?

Not without knowing what the case is worth. Early offers are typically made before injuries and treatment are fully documented, when the insurer's exposure is least certain. Getting the offer evaluated costs nothing, and either confirms the number or preserves your options.

What should I do if an adjuster is pressuring me to settle quickly?

Slow the process down and get the offer reviewed. Urgency is a negotiating posture. Nothing about a legitimate offer requires a same-day decision, and a claim signed away under pressure cannot generally be reopened.

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## Chapter Reflection

The window closes at the signature, not at the offer. Everything before that point is still negotiable, and the evaluation that tells you which side of the line you are on costs nothing.

If there is paperwork in front of you right now, that is the chapter to act on before reading further.

# 10

CHAPTER TEN

## **Choosing a California Car Accident Lawyer**

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When you are looking for a car accident attorney, you are looking for a few things, and they are more specific than the words most firms use to describe themselves.

You are looking for experience. You are looking for someone who can advise you on similar cases to yours, along with some of their results. You are looking for someone you can trust, whose license status you can verify with the State Bar of California. You are looking for somebody with experience in all aspects of the case, from inception to jury verdict. And you are looking for somebody you trust, who cares about you, and who has a team and the processes built out so that you, as the client, receive not just great legal advice or legal skills, but also great legal education.

That last one is the piece people leave off the list, and it is the one that determines how the next eighteen months feel.

“

***“One of the big issues that clients have is that they don’t know what to expect. So even after hiring a lawyer, they’re still sort of in the dark, just blindly running around, hoping to get the lawyer and the team on the phone. So find somebody that’s really there to help you and also educate you so you know what to expect.”***

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— ROBERT MAY, ON THE DIFFERENCE BETWEEN LEGAL SKILL AND CLIENT EDUCATION

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## **Why Trial Capability Matters in a Case That Will Not Go to Trial**

Statistically, the odds of being in a trial in a personal injury case are very unlikely. Most cases resolve well before that. So people reasonably ask why a firm’s trial record should matter to them.

Short answer: yes, it does matter. Here is the mechanism.

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***“These cases are all about risk, and what I mean by risk is how much risk and stress can you put on the other side to ultimately have them come up to the number that makes sense for your case. If your lawyer can add no pressure, without that tension, you’re not going to end up with the best result.”***

---

— ROBERT MAY, ON WHY TRIAL CAPABILITY CHANGES A SETTLEMENT

Meaning the trial record is not about going to trial. It is about what the other side believes will happen if they do not pay. An insurer evaluating a firm that has tried cases and a firm that has never tried any is looking at two different levels of exposure and prices accordingly.

So the answer is absolutely yes. It does not mean you are going to be in court. It does not mean you are going to go to trial. It does mean you will be able to put pressure on the other side, and that pressure, when released, is close to a settlement.

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## **The Free Consultation Is a Real Step**

At The May Firm, we provide a free case consultation to anybody who calls the office. That is not a qualified offer. Sometimes people call with cases the firm might not handle, and we will still provide a consultation and provide recommendations.

Personally, I would always advise someone to call a lawyer for an opinion, even if that lawyer cannot help them. Most lawyers really do want to help the people who contact them and can point callers in the right direction for their specific situations.

That framing matters because it removes the reason people hesitate. The consultation is not a sales appointment you have to qualify for. It is a conversation in which someone who does this work tells you what your situation actually involves.

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## What Gets Covered in a Consultation

A consultation should be tailored to your case rather than run off a script.

At The May Firm, when you call, we go over the things most pertinent to your specific case. If a city or county vehicle was involved, or the crash was caused by a road defect, we go over the Government Claims Act and the six-month clock that comes with it. If it were a rideshare, we want to know whether the driver was carrying a passenger or waiting for one, because coverage differs. If it were a commercial truck, we would talk about preserving the vehicle and the driver's logs. In an ordinary collision, we want to determine where your vehicle is, where the accident occurred, and whether you have received any medical treatment to date.

The type of consultation you get depends on the type of case you are calling about. What shapes it is twenty years of work at the firm, figuring out the simplest way to get as much information as possible and give a client the best advice possible in a reasonable amount of time.

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## The Questions to Ask Before You Sign

The questions I would suggest asking are straightforward.

Have you handled cases like this before, and how many? If you have a clear idea of your injuries, ask what to expect. Ask for a broad roadmap.

Every case is unique, and it will take different directions and paths, so nobody can promise you a timeline. But a firm that does this work can give you a broad roadmap of what to expect going forward, and a firm that cannot is telling you something.

I would add two more from earlier chapters. Ask what happens to advanced costs if the case does not recover. And ask how the firm handles lien negotiation at the end.

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## Common Questions

What should I look for when choosing a car accident lawyer in California?

Experience with cases like yours and results to discuss, capability across the full arc of a case from inception to jury verdict, and a team with processes that keep you informed. Robert May emphasizes client education specifically, because not knowing what to expect is one of the biggest problems clients report, even after hiring counsel.

What questions should I ask in a free consultation?

Ask whether the firm has handled cases like yours and, if so, how many. Ask for a broad roadmap of what to expect. Ask what happens to case costs if there is no recovery, and how the firm handles medical lien negotiation at the end of a case.

Does it matter if a law firm has taken cases to trial?

Yes, even though most cases never reach trial. Trial capability creates pressure on the other side, and that pressure moves an insurer toward a number that makes sense for the case. A lawyer who cannot credibly try a case has less leverage in a settlement.

Are car accident consultations really free?

At The May Firm, a free case consultation is available to anyone who calls, including callers whose cases the firm will not take. Robert May recommends calling for an opinion even if that lawyer cannot help you, because most lawyers will point you toward the right resource for your situation.

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## **Chapter Reflection**

The selection criteria that matter are checkable. Similar cases and their results. Trial capability. A team and a process. And a firm that will educate you rather than leave you calling for updates.

The consultation is where you check them; it costs nothing, and there is no rule against having more than one.

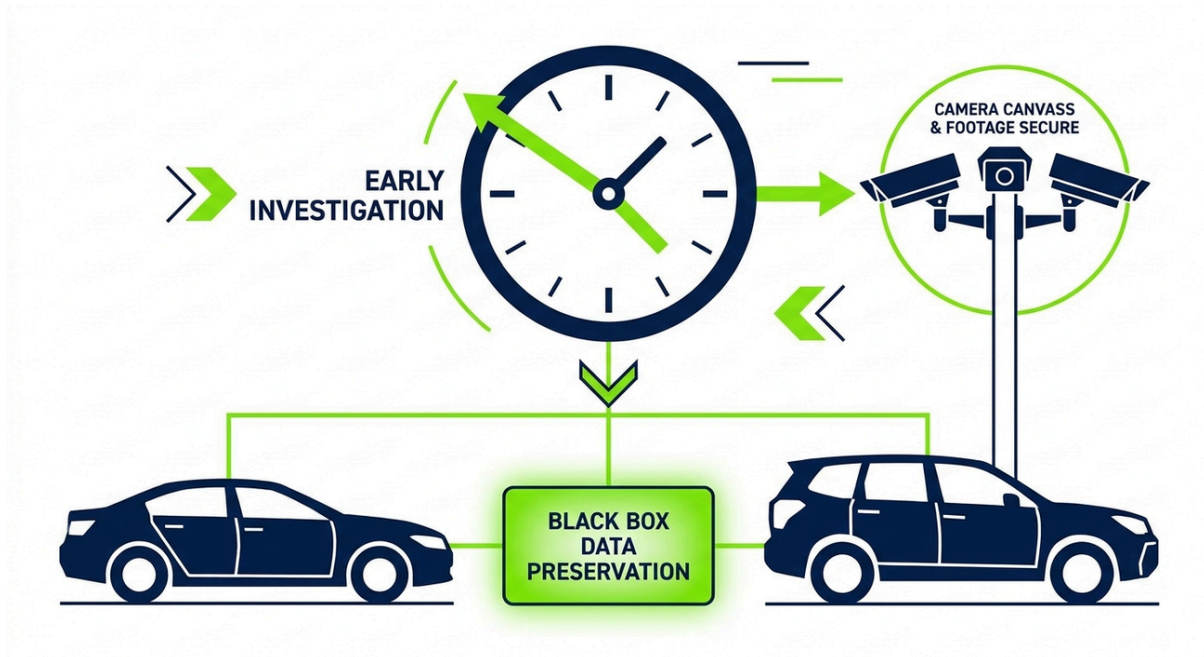
# 11

CHAPTER ELEVEN

## **The First Weeks After You Hire a Lawyer**

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Once you have hired The May Firm, you immediately have a team of people working behind the scenes to advance your case as quickly as possible. Most of it happens without the client seeing it, which is why this chapter exists.



The early investigation sequence: the scene, both vehicles preserved for black box data, and nearby cameras canvassed before footage is overwritten

That might mean immediately making sure you, as the client, have medical care. It can also mean immediate investigation, something as simple as getting a traffic report, or as complicated as getting an accident reconstructionist on-site to take measurements and photographs that will be used to prove liability or even the causation of injuries.

All of these things are generally happening right away, in the first days, because most of them cannot be done later.

“

***“Oftentimes in modern society, there are so many cameras available. You can prove cases, but not with just a police report, not with a he-said, she-said, but with real evidence. But you have to be very proactive, you have to know how to get that information, and you have to get out there and get it right away.”***

---

— ROBERT MAY, ON WHY THE FIRST DAYS DECIDE WHAT EVIDENCE STILL EXISTS

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## Preserving the Vehicles

Depending on the case’s complexity, you investigate it by sending team members, experts, or lawyers to the scene and ensuring the vehicle is preserved.

That can also mean taking black-box data from the car itself and having it analyzed. Most modern vehicles carry an event data recorder that captures speed, braking, and seat belt use in the seconds before a collision, and it can be downloaded. That gives you an actual record of what happened inside that car rather than an account of it.

The same applies to the other vehicle. Preserving it for the same information is part of the attempt to prove who was at fault and what really happened.

This is time sensitive in an unforgiving way. Vehicles get repaired, sold for salvage, or crushed. Data gets overwritten. A car released to an insurer three weeks after a crash may be gone in the sense that matters, and no amount of later work recovers it.

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## Canvassing for Cameras

The other early priority is finding video, and it is worth understanding how broad that search is.

Being on-site means finding out whether any cameras are available. Cameras on the highway if you are in Long Beach. Cameras at an intersection. Cameras at a drugstore, at a liquor store, even. Those have made the difference in cases because, after the accident, nobody involved wants to be held responsible.

That last point is the reason the canvas matters. Accounts diverge. Memory is genuinely unreliable, and interest shapes recollection even in people trying to be honest. The video does not have that problem.

But retention windows are short. Many private systems are overwritten in days. Which means the difference between having the footage and not having it often comes down to whether somebody physically walked the block during the first week.

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## Why Proximity Matters Here

This is where being local stops being a marketing point and becomes an operational one.

If you are in Long Beach, you want [a Long Beach lawyer](#) who has someone on-site, knows where to go, has relationships, and can get that information. The same is true anywhere else. Somebody has to knock on the business door with the camera, and that is not a task that can be handled from another part of the state on a timeline that matters.

Chapter 15 covers what local knowledge buys beyond evidence collection.

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## Common Questions

What happens after you hire a car accident lawyer?

The firm ensures you receive medical care and begins investigating immediately. That can mean pulling the traffic collision report, preserving the vehicles, retrieving black box data, canvassing for video, and, in complex cases, bringing in an accident reconstructionist to the scene. Most of it happens in the first days, and without the client having to manage it.

How do lawyers investigate a car accident?

By getting to the scene, preserving both vehicles, extracting and analyzing black box data for speed and braking before impact, and locating cameras at intersections and nearby businesses. As Robert May puts it, cases get proven with real evidence rather than a police report and competing accounts.

How quickly does evidence disappear after a car accident?

Fast. Footage on many private security systems is overwritten within days, and vehicles get repaired or scrapped within weeks. That is why the investigation runs immediately rather than after treatment concludes or after an offer arrives.

Do I need to do anything during the investigation?

Mostly, you need to treat and stay reachable. The firm handles the evidence work, the insurer communication, and the medical bill issues. What helps most is telling the firm early about anything relevant, including where the vehicle is and whether you have started treatment.

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## **Chapter Reflection**

The first weeks are not administrative. They are when the evidence that will decide the case either gets preserved or gets lost, and almost none of it can be recovered later.

Once that work is underway, the other side's behavior changes. That is the next chapter.

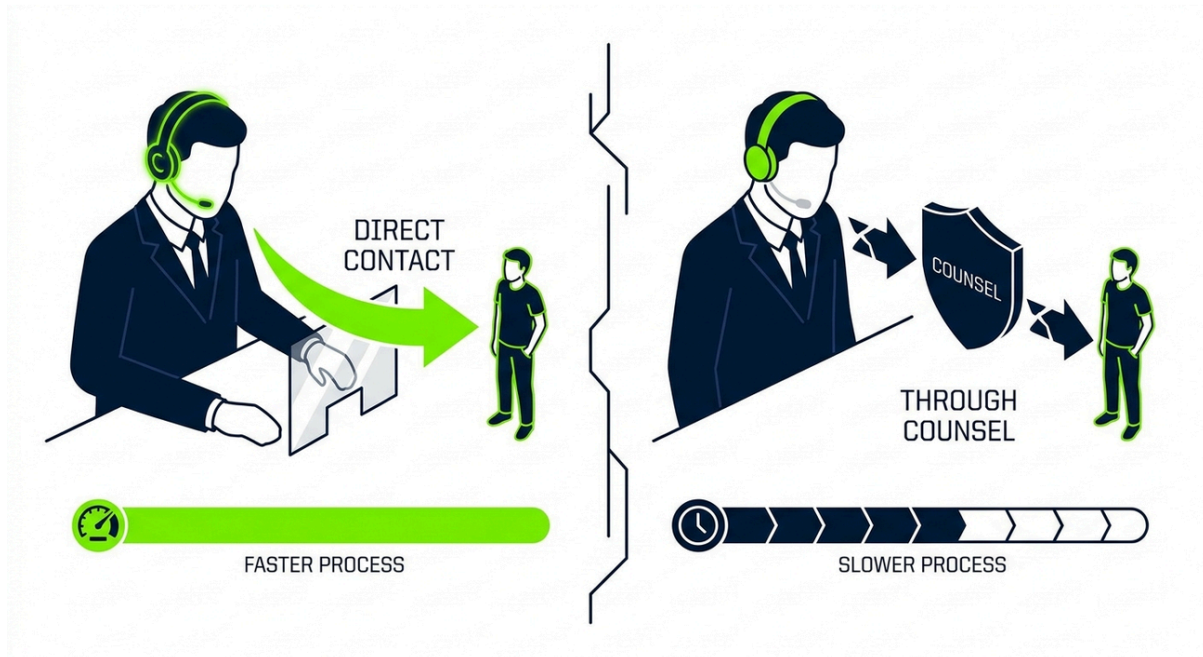
# 12

CHAPTER TWELVE

## **How Representation Changes the Insurance Company's Behavior**

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An unrepresented claim and a represented claim are handled by the same company, often by the same adjuster, and they are handled completely differently. Understanding why is the most useful thing a person can know before they pick up the phone to an insurer.



How an adjuster handles an unrepresented claim versus a represented one, contrasting direct contact and speed against communication through counsel

**“An unrepresented claim, I always think of it almost like a grenade they’re trying to jump on. They’re going to act as quickly as possible to limit damage. They’re going to put pressure on the injury victim to settle their case, take a nominal amount of money so they can close that case file.”**

— ROBERT MAY, ON HOW AN ADJUSTER TREATS A CLAIM WITH NO LAWYER ON IT

The grenade is the correct image because it conveys speed. The exposure is largest and least defined at the beginning, so the incentive is to contain it immediately, at a nominal number, and close the file before anyone knows what the claim is worth.

On the other side, there is an injured victim. In practice, the carrier stops calling the client and deals with the lawyer, and once a lawsuit is filed, the other side's attorneys are barred from contacting you directly. They get only the information the lawyer thinks they are entitled to. And they know each and every avenue is going to be prosecuted by the lawyer on behalf of the client.

That is a different negotiation, with a different set of assumptions behind it.

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## **Recorded Statements**

At The May Firm, we see two insurance companies involved in most car accident cases, and the advice differs for each.

The other driver's carrier owes you nothing, and you owe them nothing. If you are unrepresented, we always advise against giving them a recorded statement.

You could say your name and the date of the accident. When it comes to medical treatment, you could say something as simple as "I am seeking my own medical care" and leave it at that. You would not want to start adding specific injuries or specific facts around the accident or the underlying incident.

Your own insurance carrier is different, and that catches people off guard. Your policy almost certainly contains a duty to cooperate, which means refusing to talk to your own insurer can put your own coverage at risk, including the uninsured motorist coverage that may turn out to be the largest source of recovery in your case. The answer is not to refuse. It is to have your lawyer handle that communication, which is one of the first things we do.

In reality, it is very difficult for people to do.

“

***“Human beings are very agreeable by nature. They don’t like to be combative, and so they want to answer questions even when it’s not in their best interest. I’ve never had a client give a statement and at the end thought, that really helped this case out.”***

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— ROBERT MAY, ON RECORDED STATEMENTS AND WHY THEY RARELY HELP

Any criminal defense lawyer will say, “Say nothing.” Civil lawyers say effectively the same thing, for the same reason. A recorded statement taken in week one, before the full injury picture exists, becomes a fixed record that is read back later against a claim that has developed since then.

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## Social Media

A client’s social media activity can almost only hurt the case.

Consider a serious case where the client simply had a big smile in a photograph. A defense neurologist pointed to it. Look how happy they are. A photograph and a smile certainly do not speak to the underlying pain a human being is going through, but it became something to argue about.

The reverse does not help either. People rarely post complaints and ailments, and posting them looks manufactured. If you are making posts about your neck hurting and your back hurting, it seems fake, like you are trying to build your own case through the public.

So the advice is simple. Talk to your lawyer, talk to your doctors, and keep the case where it needs to be. Manage your feelings with your friends and the people around you. Do not advertise your pain, and do not be out hiking and putting it on the internet. I have never seen social media help any client. Make it private, and stop posting about it.

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## Insurance Bad Faith

Insurance bad faith is a complicated and extensive area of the law, and the version worth understanding here is broad.

Broadly speaking, insurance bad faith means the insurance carrier, often your own carrier, has acted in a way that is indefensible, meaning they have not protected the rights of whoever they insure. That can expose them to verdicts or settlements that exceed the underlying policy limits.

The May Firm has had cases where the policy was one hundred thousand dollars, and the recovery went far beyond that because the carrier acted in what we would call bad faith. Sometimes you hear the term opening the policy, meaning going from whatever the underlying limit was to well past it.

One thing worth understanding about how that works. As the injured person, you generally cannot sue the other driver's insurance company directly for bad faith in California. What happens instead is that the carrier refuses a reasonable demand within its policy limits, the insured ends up with a judgment larger than the policy, and that insured has a claim against their carrier, which can be assigned to the injured person. That is the path. It is narrower than it sounds and entirely case-specific, which is why a policy limit is not always the ceiling people assume it is.

The details and idiosyncrasies of bad faith law take a much more significant legal discussion than this chapter allows. What matters for a reader is that a policy limit is not always the ceiling people assume it is, and whether that door exists in your case is something counsel evaluates.

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## Common Questions

Should I give a recorded statement to the insurance company?

To the other driver's carrier, no. You can confirm your name and the date of the accident, and say you are seeking your own medical care. Avoid describing specific injuries or facts about the accident, because that record gets used later against a claim that is still developing. Your own insurer is a different matter, because your policy requires you to cooperate with it. Do not simply refuse that one. Have your lawyer handle it.

Can social media hurt my car accident case?

Yes, and it rarely helps. A single photograph has been used by a defense expert to argue a client was not suffering. Posting about pain reads as manufactured. Robert May's advice is to make accounts private and stop posting about the case entirely.

Why do insurance companies treat represented claims differently?

Because the dynamic changes. Once a lawyer is involved, the insurer can only communicate through counsel, receives only the information the lawyer provides, and knows every avenue will be pursued. Without representation, the incentive is to close the file quickly at a nominal number.

What is insurance bad faith?

Broadly, it means the carrier acted indefensibly and failed to protect its insured's rights. It can expose the insurer beyond the policy limits, which is sometimes called opening the policy. It is a complex area, and whether it applies is a case-specific evaluation.

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## **Chapter Reflection**

The insurer's behavior is not personal; it is procedural. Speed and pressure against an unrepresented claim, caution and process against a represented one.

Which means the two things most within your control right now are saying very little on the record and keeping the case off the internet.

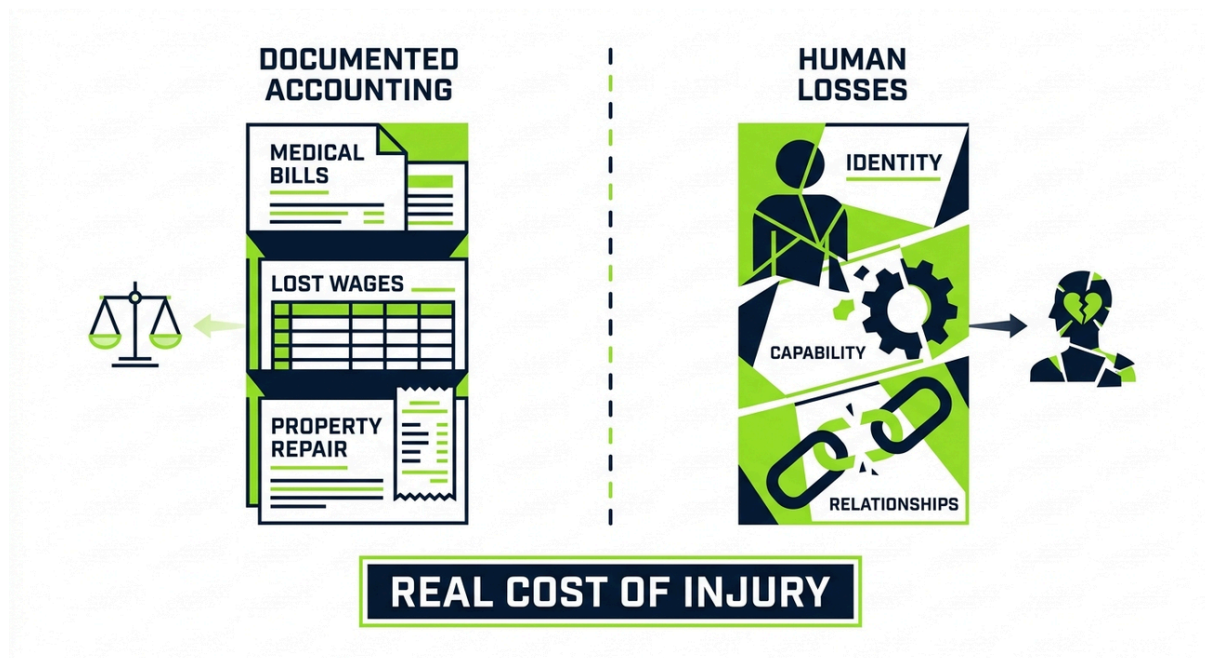
# 13

CHAPTER THIRTEEN

**What a Car Accident Case Is Worth,  
and How a Demand Letter Argues It**

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When it comes down to what a case is worth, the first question is not a legal one.



The two damage categories side by side: the documented accounting of what was spent and lost, and the human losses of identity, capability, and relationships

If you are the client, what has your life been like? How has it been changed? What has it been like for you, day by day, to live?

That is where the valuation starts, and it is deliberately not where most people expect it to start. They expect a formula, some multiplier applied to medical bills. The bills are part of it. They are not the center of it.

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## The Accounting Side

There are economic factors, and it is useful to think of those as debts incurred. They can also incur losses due to being unable to work.

I would almost look at it like an accounting. They are like your personal injury taxes. What are all the numbers and items that you spent, that you lost, that have to be accounted for?

That is the part of a case that gets documented rather than argued. Medical expenses to date and expected going forward, lost wages, lost earning capacity if the injury changes what you are able to do. It is assembled from records, and its accuracy depends on whether someone has been collecting those records throughout.

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## The Human Side

Then there is the other category, the one that carries the weight in a serious case.

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***“There’s something called non-economic damages. Those are human damages. Those are the real costs of being injured. They are brain injuries in which your memory is gone, and your ability to enjoy things has changed. It’s the loss of identity, it’s the loss of joy, it’s the loss of relationship, family, all those other things.”***

---

— ROBERT MAY, ON WHAT NON-ECONOMIC DAMAGES  
ACTUALLY MEASURE

Notice what that list is made of. Not diagnoses. Losses. The person who trained, competed, and now walks the same road. The memory that does not return. The relationships that change because the person inside them changed.

Those are the real costs of being injured, and they are harder to prove than a bill because there is no invoice for them. They get proven through the specific texture of a particular life before and after, which is why the question at the top of this chapter is the one that opens the valuation.

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## The Demand Letter

The place where all of this gets assembled into an argument is the demand letter.

At The May Firm, we write demand letters in cases, and, simply put, they are almost like opening statements for your case.

“

***“It’s almost like an opening statement for your case. If you’ve ever watched a jury trial, there’s an opening statement. Your lawyer will stand up and give the jury a roadmap so they know what to expect. There’s going to be a narrative. It’s really a story about you.”***

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— ROBERT MAY, ON WHAT A DEMAND LETTER DOES

The structure follows that logic. You start with what occurred, what the incident was, and how we got here. By the end, it is where we are at today and, ultimately, what constitutes just compensation for everything from the beginning to the end.

A demand is generally written and has parts. There is a narrative, which is really a story about you. Then there is the evidence, going back to the losses incurred, the economic losses, and the personal ones. In our cases, we like to include videos to tell a story and a narrative, so the other side understands what to expect down the road, probably at trial.

And then it is a way of asking for fair economic compensation, in a somewhat more informal way. Informal, but not without considerable time dedicated, thought dedicated, and an intention to be very specific to the client.

That last clause is the difference between a demand that moves a number and one that does not. A form letter with an attached bill summary tells the carrier nothing it did not already know. A demand built as an opening statement tells the jury what to expect.

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## Common Questions

How do lawyers determine what a car accident case is worth?

It starts with how the client’s life has actually changed. Economic damages are the accounting: what was spent, what was lost, what could not be earned. Non-economic damages cover the human losses, including loss of identity, joy, and relationships. Both sides of that get assembled before any number is put forward.

What are non-economic damages in California?

They are the human costs of an injury rather than the financial ones. Robert May describes them concretely: memory lost to a brain injury, a spine injury that ends the activities that defined someone, and the loss of identity, joy, and relationships that follows.

What is a demand letter in a personal injury case?

It is a written demand structured like an opening statement at trial. It sets out what happened, where things stand today, the evidence behind the economic and personal losses, and what just compensation would be. The May Firm often includes video so that the other side can see what a jury would see.

Why does it matter that a lawyer writes the demand letter?

Because the demand is an argument, not a bill summary. It requires considerable time and thought, and it has to be specific to the client to be persuasive. A demand that reads like a form letter gives the carrier no reason to move off its evaluation.

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## **Chapter Reflection**

Valuation begins with the life, not the ledger. The ledger is assembled, the human losses are established, and the demand letter presents both to the other side as a story with supporting evidence.

What happens after that demand is the last stretch of the case.

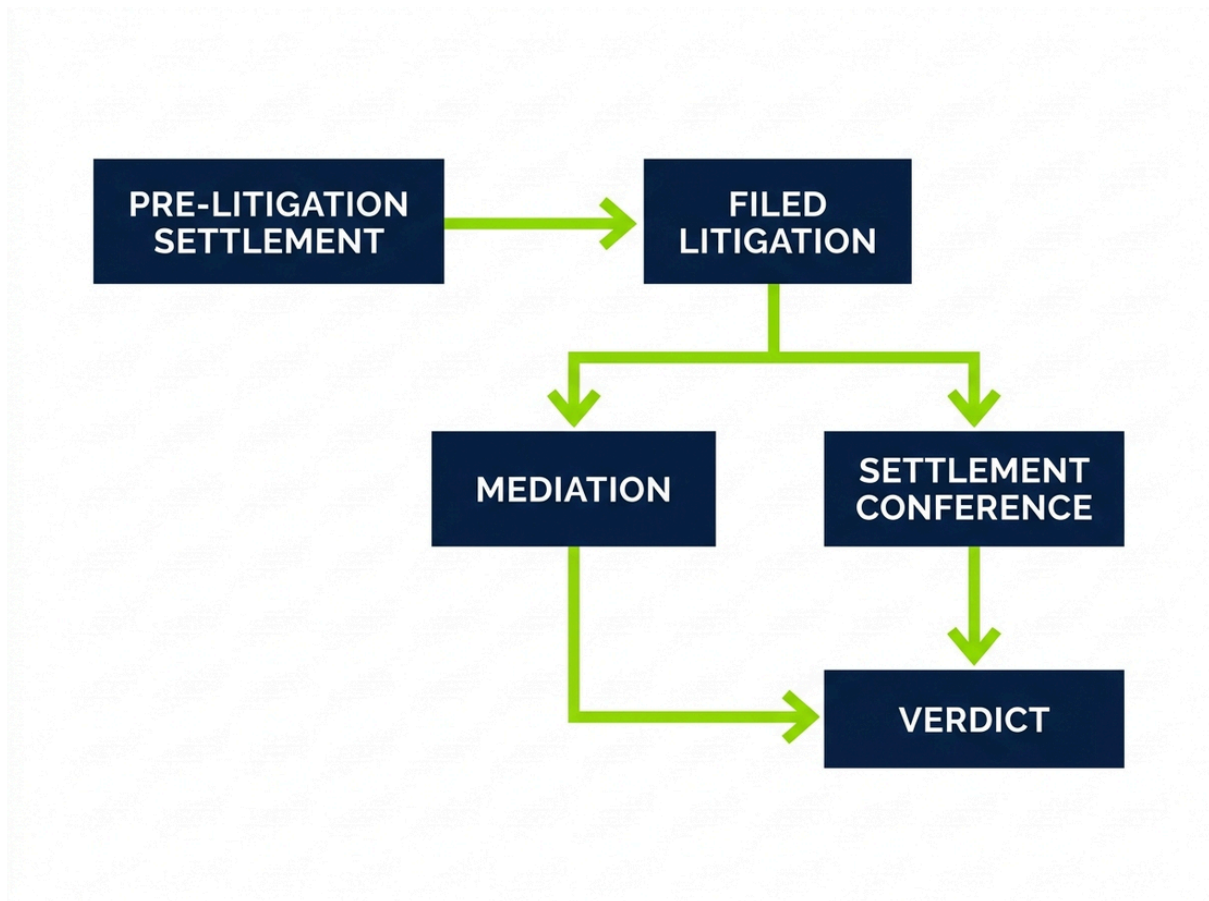
# 14

CHAPTER FOURTEEN

## **Settlement, Litigation, and the Venue Your Case Lands In**

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Cases end in one of two ways.



The branching resolution path from pre-litigation settlement through filed litigation, mediation and settlement conference, to verdict

They get resolved when an offer is made that is within the case's value. Or they get resolved by a verdict, which means both parties disagree, there is no meeting of the minds, there is nothing left to negotiate over, and there are twelve people who decide what the case is worth. Not unanimously, either. A civil verdict in California takes nine of those twelve, which is a different calculation from the criminal cases people have seen on television.

Between those two poles is most of what people mean when they ask how long this takes.

---

## Filing a Lawsuit Is Not the Same as Going to Trial

A car accident case can settle before a lawsuit is ever filed. That would be a pre-litigation settlement.

Filing a lawsuit starts litigation. But in many cases, after litigation has started, after a judge has been assigned, after the lawyers have gone to court on the case, they still settle down the road through mediation or mandatory settlement conferences, or because the lawyers come to an agreement later.

This is the point that relieves people most when they hear it.

“

***“Just because your case has gone to court doesn’t mean you, as the client, will be in court. Your lawyer will handle court dates and related matters. So your case can be in court, you can have a case number, you can have a straight-up lawsuit, and it doesn’t mean you as the client will be on the stand in front of a panel of jurors.”***

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— ROBERT MAY, ON WHAT FILING A LAWSUIT ACTUALLY ASKS OF A CLIENT

Your case can be in litigation while your involvement stays roughly what it was. The lawyer handles the appearances. Fear of testifying keeps people from filing cases that should be filed, and it is usually a fear about something that will not happen.

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## **When Cases Settle**

Cases settle when they are ready. They settle when the offer is right, or when the offer is right relative to the problems a case has.

That second clause is doing real work. Every case has problems. Liability might be contested. There might be a treatment gap. A witness might be unhelpful. The value of a case is not its value in a perfect world; it is its value given what is actually in the file.

It is the lawyer's job to explain both sides of the case to the client. These are the real risks associated with this case and with continuing on. And on the flip side, this is the real risk of settling for this amount, given everything you have coming in the future.

If you are a lawyer, you are a counselor, you are an advisor, you are all these different things. The decision belongs to the client, and the job is to make sure it is made with both risks in view.

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## Venue Changes Strategy

Where a case is filed matters, and it matters in a way that is not obvious from outside the practice.

Throughout California, there are different demographics, meaning historical outcomes vary across the state and even within Los Angeles. That is why lawyers in the firm will say that a location is a great venue for us, an okay venue, or a problem venue. A lot of that depends on what the case is about and where it sits.

Long Beach, California, is historically a place where people are willing to go to trial, specifically plaintiffs' lawyers, because they believe justice can be achieved there. A different county carries a different history. Your lawyer should know the difference, because the venue shapes what the other side believes about its own exposure, which feeds directly back into what it offers.

---

## Common Questions

Will I have to go to court for my car accident case?

Probably not. A case can be in litigation, with a case number and assigned judge, without the client ever taking the stand. The lawyer handles court dates and appearances. Most cases resolve at mediation, at a mandatory settlement conference, or by agreement between the lawyers.

When does a car accident case become a lawsuit?

When it does not resolve before filing. A pre-litigation settlement ends the case without a suit. If the offer does not reflect the value of the case, litigation starts, and many of those cases still settle later in the process.

How long does a car accident case take to settle?

It depends on the case, its complexity, and the problems it presents. Cases settle when the offer is right relative to what the file actually contains. Rushing to settle before treatment and documentation are complete usually means settling for less than the case is worth.

Does it matter which county my case is filed in?

Yes. Historical results vary across California and even within Los Angeles County, which is why lawyers evaluate venue as part of a strategy. Long Beach has historically been a venue where plaintiffs' lawyers are willing to try cases, and that reputation affects how the other side evaluates exposure.

---

## **Chapter Reflection**

Most cases end with an offer that reflects the case's value. Some end with twelve people deciding it. Filing suit is a step along that path, not a commitment to testify.

What is left is the part of the case that has nothing to do with procedure: who is actually standing in the county where it happened.

# 15

CHAPTER FIFTEEN

## Why a Local Lawyer Changes the Case

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Every firm claims local presence. The claim is easy to make and, in a state the size of California, easy to fake. So it is worth being specific about what local knowledge actually buys, because the honest version is narrower and more concrete than the marketing version.



A team physically working a scene in the county where a case occurred, set against the alternative of a listed office maintained from elsewhere

It buys three things: knowledge of the roads, knowledge of the courts, and the ability to physically be somewhere quickly.

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## Kern County and the Roads

One thing very specific to a place like Kern County is that you are dealing with a very large rural area.

So you end up with a lot of semi-trucks, farming equipment, and county roads that are often monitored by different agencies, from the sheriff's office to the police to the highway patrol. That last detail has practical consequences. Which agency responded determines where the report lives, what it contains, and how it gets obtained.

It really helps to have somebody in the area who understands the roadways in a specific way. It is also useful to have a lawyer in your city who knows the local judges. For those reasons, hiring in Kern County is a little bit different from hiring elsewhere in the state.

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## The Central Valley and the Courts

The Valley has a different characteristic, and it is about people rather than geography.

One thing specific to the Valley is that, in my experience, the people from the Valley have generally lived there for a long, long time. And so, when it comes to the court system, the judges and the court reporters know who is there and who is jumping in to get cases.

If you know the court system, you know what to expect. You know which judges you would want adjudicating and being part of your case and which ones you would not. That is a real value to the client, and it is not something that can be researched from a distance.

When you know the landscape, when you know the history of the Valley, you are simply more a part of the community. Whether it is up on the 41 or the 99, when you get a call, do you know these different exits? Do you know which way people are supposed to be going? Do you know where the problem areas are?

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## Presence, Not Address

Then there is the operational question, which is the one that decides evidence.

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***“Do you have a legal team that can be on site in moments, collecting real information that is used to not just move the case forward, but oftentimes be the difference between winning and losing? Or do you just have a fake office address, pretend you’ve been there, and try to pick up as many cases as you can when you’re really located in San Francisco or Beverly Hills?”***

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— ROBERT MAY, ON WHAT A LOCAL OFFICE IS SUPPOSED TO MEAN

That is a sharp way to put it, and it is checkable, which is what makes it useful. Chapter 11 covered why the first days decide what evidence survives. A firm that cannot place a person on the scene within that window will not collect the camera footage, and this is frequently the case.

So the question to ask is not whether a firm has an office in your city. It is whether anyone from that firm has been there this month, and who specifically would go if your case needed it tomorrow.

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## **Common Questions**

Should I hire a local car accident lawyer?

Yes, for reasons that are practical rather than sentimental. Local knowledge includes the roads and responding agencies, the court and its judges, and the ability to get someone to the scene while evidence is still available. Those things directly affect what the case is worth.

What is different about a car accident case in Kern County?

It is a large rural area, which means more semi-trucks and farming equipment, and county roads monitored by several different agencies, including the sheriff, police, and highway patrol. Knowing the roadways and the local judges makes a practical difference in how the case is handled.

Does the local court matter in a California car accident case?

Yes. Historical results differ across California and even within counties, and knowing which judges and which venues favor which cases is genuine value to a client. Lawyers who work a venue regularly know what to expect from it.

How can I tell if a firm's local office is real?

Ask who from the firm would come to the scene if your case needed it tomorrow, and when someone from the firm was last physically in your city. Robert May draws a direct contrast between a team that can be on-site in moments and a firm-maintained listed address elsewhere.

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## **Chapter Reflection**

Local is not a slogan; it is a capability, and one you can verify with two questions over a phone call.

Which brings this book to the only step that costs nothing.

# 16

CHAPTER SIXTEEN

## What It Costs to Find Out

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The first step is to call or text a law firm you trust. It costs absolutely nothing other than peace of mind and knowing you'll get good answers right away.

That is the entire answer to the question this book opened with, and everything in between has been an explanation of what you are actually deciding.

“

***“The first step is a phone call or a text message to a law firm that you trust. It costs absolutely nothing, other than peace of mind and the knowledge that you’ll get good answers right away. Sometimes I recommend contacting a few lawyers and finding out who you feel most comfortable with, who you trust to execute on your case.”***

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— ROBERT MAY, ON WHY THE FIRST CALL SHOULD NOT BE THE ONLY ONE

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## Call More Than One

Sometimes I recommend contacting a few lawyers to find out who you feel most comfortable with, who you trust to handle your case, and who you also trust to be with you every step of the way.

That is not a standard closing recommendation, and I understand why. But the relationship you are entering usually lasts a year or more, during a period when you are hurt, and things are uncertain, and the difference between firms shows up in how they answer questions before you sign, not after.

Ask them of more than one firm:

- Have you handled cases like mine, and how many?
- What’s the broad roadmap for a case like this?

- If the case doesn't recover, do I owe the firm anything?
- How do you handle lien negotiation at the end?

---

## If You Are Not Sure Whether You Have a Case

Call anyway.

At The May Firm, our attorneys provide free case consultations every single day, throughout the day. Many cases are not best suited for us, and we help those people. If we are not the right firm for you, we can refer you to the lawyer we believe is best suited to your case.

If you are questioning whether you should call, I am telling you: you should call. As the caller, you should know the case consultation is free, the time you get is free, and the information you get can change your whole life.

And the underlying test is simple. If you have the question, "Do I need an injury lawyer anywhere in California?" you probably do, and you definitely need to contact somebody. As soon as you think there might be an issue, there likely is.

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## What Happens on That Call

There is no mystery to it, and it is worth describing so nobody avoids it out of uncertainty.

You describe what happened. Somebody asks about where the accident occurred, where your vehicle is, and whether you have had any medical treatment to date. If it is a different kind of case, they ask different questions, because the consultation is tailored to the situation rather than run off a script.

Then you get an assessment. Whether representation is likely to add value to your situation, and if not, that is what you should be told. Chapter 2 covered why a firm that cannot add value should say so.

That is the whole thing. It costs nothing and resolves the question that has probably been hanging there since the accident.

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## Common Questions

What is the first step after a car accident in California?

A phone call or a text to a law firm you trust, and getting medical attention if you have not already. The consultation costs nothing, and Robert May's guidance is that if you are wondering whether you need a lawyer, you probably do and should contact somebody.

How much does it cost to talk to a car accident lawyer?

Nothing. At The May Firm, free case consultations are provided every day, including to callers with cases the firm will not take. Those callers still get help, and often a referral to a firm better suited to the case.

What if my case is not a good fit for the firm I call?

A good firm tells you and points you somewhere better. The May Firm provides consultations to people whose cases it does not handle and makes referrals to the lawyer best suited for the case. Getting an opinion is worthwhile even when that lawyer cannot take it.

How do I know which lawyer to choose?

Talk to more than one. Ask about similar cases and results, trial capability, what happens to costs if the case does not recover, and how liens are handled at the end. Then choose the firm you trust to execute and to stay with you through the case.

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## Chapter Reflection

Everything in this book was in service of one decision, and the decision costs nothing to make properly.

If treatment is ongoing, if an offer is sitting in front of you, or if a government entity might be involved, the timeline is shorter than it feels. Make the call, ask the four questions from this chapter, and find out where you actually stand.

# Frequently Asked Questions

Do I need a lawyer for a car accident in California?

Not always. If no one was injured, the property damage is handled, and the amount offered is sufficient, you may not need one. The analysis changes once there are injuries and ongoing medical treatment, because the full value of the claim is not knowable until treatment develops.

How much does a car accident lawyer cost in California?

Nothing up front. The fee is a percentage of the gross recovery, historically one-third before a lawsuit is filed and forty percent once the case is in litigation. If there is no recovery, there is no fee.

What is the difference between attorney fees and case costs?

Fees are the attorney's percentage of the recovery. Costs are money the firm advances during the case, from a traffic collision report to expert fees that can reach tens of thousands of dollars. At The May Firm, if the case does not recover, the client does not pay those costs back.

How long do I have to file a car accident claim in California?

Two years from the date of the accident to file a lawsuit for your injuries. Property damage runs three years, and a wrongful death claim runs two years from the date of death. A claim against a California public entity must be presented within six months, and if it is rejected in writing, you have only six months from that rejection to sue. A claim against a federal agency has a two-year statute of limitations under a separate federal process. An uninsured motorist claim must be preserved within 2 years of the crash by suing the driver, agreeing in writing to arbitrate, or demanding arbitration in writing. Chapter 8 sets all of these out in one table.

Is it too late to hire a lawyer if I already got an offer?

No. An offer can be evaluated and countered. What generally ends the claim is signing a release or cashing a settlement check.

How much of my settlement do I actually keep?

The gross recovery is reduced by attorney fees, advanced case costs, any reimbursement owed to your health insurer, and outstanding medical bills or liens. How well those liens are negotiated directly affects your net.

Should I talk to the other driver's insurance company?

Not on a recorded statement while unrepresented. You can confirm your name and the date of the accident and say you are seeking your own medical care. Adding detail about injuries or the facts of the accident creates a fixed record that gets used later.

Will my case go to trial?

Statistically, very unlikely. Most cases resolve before trial, and a case can be in litigation without the client ever taking the stand. Trial capability still matters because it is what creates pressure toward a reasonable settlement.

Can I switch lawyers if I am unhappy?

Clients are not permanently locked to a firm, and the terms of any change depend on the signed agreement. The better step is to ask the questions in Chapter 10 before signing, so the fit is right at the start.

What should I do first after a car accident?

Get medical attention, avoid giving a recorded statement, keep the case off social media, and call a firm you trust for a free consultation. If you are wondering whether you need a lawyer, that is generally an indication you should at least ask one.

# Conclusion

The argument of this book comes down to a single trade.

You give up a percentage of a recovery. In exchange, someone advances the costs at their own risk, preserves the evidence before it is gone, keeps the collections calls off your credit while you treat, builds the damages record, argues the value in a demand the other side has to take seriously, negotiates the liens down before anything is disbursed, and absorbs the loss if the case fails.

Whether that trade is worth it depends entirely on whether there is room in your case for it to be worth it. In a case with real injuries and real treatment ahead, it consistently is. In a case with no injuries and a fair number already on the table, it may not be, and a firm that tells you so is giving you the most useful thing it has.

The deadlines are earlier than they look. Two years is the statute of limitations, not the plan, and the clock on a claim against a public entity runs far more quickly. Evidence has a shorter shelf life than either. The other side has been working on your file since the week of the crash.

None of that requires a decision today. It requires a conversation, and the conversation is free.

# Final Takeaways

- If treatment will run for months, the claim is no longer one to handle alone.
- A contingency fee is a percentage of gross recovery, stated in the agreement, and capped there.
- One-third pre-litigation and forty percent in litigation is the California baseline. Anything materially beyond it is grounds for getting a second opinion before signing.
- Fees and costs are separate. Costs are advanced by the firm, and at The May Firm, are not repaid by the client if the case does not recover.
- The number that matters is the net, after fees, costs, insurance reimbursement, and negotiated liens.
- Lien reduction is where a meaningful amount of a client's money is won or lost.
- Two years is the statute of limitations for injury, not the planning deadline. A claim against a California public entity must be presented within 6 months, and suit is due 6 months after a written rejection (two years from the crash if no written rejection comes). A federal claim runs two years under separate rules. Just remember, these are the technical rules. However, delaying the hiring of a lawyer can make it very problematic to prove your case.
- An offer does not end a claim. A signed release or a cashed check usually does.
- Trial capability changes settlements in cases that never reach trial.
- Evidence expires. Camera footage gets overwritten, and vehicles get repaired or scrapped within weeks.
- Say nothing beyond your name and the date on a recorded statement, and keep the case off social media entirely.
- A case being in litigation does not put the client on the witness stand.
- Local means someone who can be on the scene, knows the roads and the responding agencies, and knows the court.

- The consultation is free, and calling more than one firm is recommended.
- An uninsured motorist claim has its own two-year deadline. Suing the at-fault driver preserves it, and so does agreeing in writing to arbitrate or demanding arbitration in writing.
- If you were driving uninsured, Proposition 213 bars recovery for pain and suffering even when the crash was not your fault. However, there are exceptions to that rule that an experienced injury lawyer can discuss and evaluate.
- Being partly at fault does not end a claim in California. Fault is divided, not assigned.
- The SR-1 report to the DMV is due within ten days of an injury crash or one with over \$1,000 in damage.

## About the Author



Portrait of Robert May, founding attorney of The May Firm

Robert May is a California personal injury attorney and the founding attorney of The May Firm, a plaintiff-side practice representing people injured in car accidents, truck accidents, and other serious injury cases across the state.

His route into the work was personal before it was professional. He grew up on the Central Coast of California, the oldest of five siblings in a blue-collar family, and made a promise to himself at a young age to become the first member of his family to earn a college degree. He kept it, graduating from California Polytechnic State University in San Luis Obispo with a degree in finance.

There was a second thread running underneath that one. At thirteen or fourteen, he was caught up in a bad situation, not a criminal one, that put him inside the court system as a client, through depositions, court appearances, and a trial. As he describes it, the one person in his life during that period who provided any sense of comfort, who made him feel less alone in the process, was the attorney representing him. He began working on Wall Street after earning his undergraduate degree, realized it was not for him, and went on to attend California Western School of Law with the intention of representing injured people.

Personal injury was the only practice area he seriously considered. He grew up with no attorneys around him, apart from that early experience and a friend who became a personal injury lawyer; his only mentor practiced in the same space. He has said plainly that he knew he would never be a divorce lawyer, a tax attorney, or someone doing contracts all day, because none of it correlated with what he was interested in.

As a young lawyer, he gained exposure to significant cases, including matters against Toyota and PG&E, and taught himself by reverse-engineering them, reading every Toyota case he could find, and studying what others had done. That approach, which he describes as an obsession, is the one he carried into building the firm. Over the course of his career, he has represented more than ten thousand injured clients across California against the nation's largest insurance carriers, and the firm reports recovering more than four hundred and fifty million dollars for them.

He is admitted to practice in the State of California and in numerous federal district courts, and is a member of the State Bar of California.

The May Firm was founded by Robert with his two brothers, Garrett and Cameron. He describes the foundation of the practice as three brothers starting a business together, with no single person operating it as a dictatorship, each holding the others accountable to the standard the firm started with. His stated motto for the practice has always been to treat clients like family.

The firm's geography follows his own. The practice began in San Luis Obispo, opened almost immediately in Fresno, the Central Valley, where he lived for years, and expanded into Southern California, including San Diego, where he lived for a further decade and attended law school. The firm currently operates nine offices in California, including the firm's Bakersfield office, Fresno office, and Long Beach office, which he is careful to characterize as real offices with real people, real team members, and real lawyers, alongside virtual options and the willingness to travel to meet clients where it is safe for them.

He has practiced in this space for more than twenty years. Free case consultations are available to anyone who calls, including callers whose cases the firm does not handle, who are referred to the attorney best suited to their case.

# Appendix

## Sources and Methodology

This book was adapted from recorded conversations on Car Accident Attorney w. Robert May, [a California personal injury podcast](#) hosted by Robert May, the founding attorney of The May Firm.

The chapters draw from Episode 2 of the series, recorded in three separate sessions covering Bakersfield, Fresno, and Long Beach. The three recordings worked through the same underlying question set from different angles, and together they cover the full arc of the episode: whether representation is warranted, how contingency fees and case costs work, how medical bills and liens are handled, the deadlines that apply in California, how to evaluate a firm, what happens during a case, how cases are valued and argued, and how they resolve.

The biographical material in About the Author is drawn from Episode 1, The YOU Interview, a long-form founder conversation recorded separately.

Editorial approach: every substantive claim in this book traces to a recorded answer. Where an answer contained a qualification, the qualification was preserved rather than removed for readability. Where a detail could not be confirmed from the recordings, it is marked for verification rather than filled in. No case outcomes, statutes, credentials, or figures were introduced that were not stated on the record or supplied directly by the firm.

## Source Recordings

| Source                         | Type              | Coverage                                                                                                                                                                                           |
|--------------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Episode 2, Bakersfield session | Podcast recording | Whether a lawyer is needed, net recovery, contingency mechanics, fees versus costs, medical bills, the two-year deadline, government claims, Kern County specifics, first step                     |
| Episode 2, Fresno session      | Podcast recording | Offers and releases, fee percentages, selecting a firm, free consultations, trial capability, medical liens, case valuation, demand letters, lien negotiation technology, Central Valley specifics |
| Episode 2, Long Beach session  | Podcast recording | First weeks after hiring, investigation and evidence, represented versus unrepresented claims, insurance bad faith, recorded statements, social media, settlement versus litigation, venue         |
| Episode 1, The YOU Interview   | Podcast recording | Founder background, path into personal injury law, firm origin and structure, office geography, client experience philosophy                                                                       |

## **Legal Notice**

This book is for informational purposes and does not constitute legal advice or create an attorney-client relationship. Legal outcomes depend on the specific facts of each case. Past case results do not guarantee a similar outcome in any other matter. Anyone facing a deadline or an active claim should speak with a licensed attorney about their particular situation.



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