EMPIRE LAW
TRUCK & CAR ACCIDENT LAWYERS

Filing a Car Accident Claim in the Inland Empire

What Riverside and San Bernardino County Drivers Need to Know Before They Talk to an Insurance Company

Deborah Song

EMPIRE LAW

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Foreword

A car accident claim is a legal and evidentiary process that begins at the scene of the crash. It strengthens or quietly weakens with every decision an injured person makes in the days that follow. It runs on records, deadlines, and a fault system. Most drivers never have that system explained to them until they need it. *Filing a Car Accident Claim in the Inland Empire* follows the process start to finish, as it operates in Riverside and San Bernardino counties under California law.

The working parts have concrete values, not vague reassurances. Scene records mean photographs and video of the vehicles where they came to rest, taken before anything is moved. The reporting requirement means California's SR-1 form. It is due to the DMV within ten days of any crash involving injury, death, or more than $1,000 in property damage. It is separate from the police report, and missing it carries a license suspension. The insurance framework means minimum limits of $30,000 per person and $60,000 per accident for bodily injury, plus $15,000 for property damage. A three-car pileup can exhaust that in minutes. The fault rule means pure comparative negligence. An injured person can recover a percentage of their damages even when they were mostly at fault.

Deborah Song is positioned to walk a reader through those parts. As the founder of Empire Law, admitted to the State Bar of California in 2021, she built her practice on the plaintiff side of exactly these claims. The material began as recorded episodes of the Inland Empire Injury Law podcast. The same questions come up there again and again: what to photograph at the scene, when the ten-day DMV deadline applies, and what happens to a claim once a demand letter goes out.

The opening chapters map the hours right after a crash. They cover the scene itself, getting medical care even without symptoms, the SR-1 deadline, how California assigns fault, and how comparative negligence changes the math when both drivers share blame. The later chapters extend into what decides a case's value: the filing process, Proposition 213, economic against non-economic damages, the tactics carriers use to shrink a claim, the evidence that holds up when liability is disputed, medical liens, and the statute of limitations.

Three chapters carry the most weight for a reader who has just been in a crash. The chapter on the first minutes answers the most urgent question. What gets photographed in that window shapes every settlement talk that follows. The chapter on the fault-based insurance sys-

tem answers the question of leverage, because most people give away their position before they understand how a recorded statement gets used. The chapter on insurer tactics answers the question of trust. An adjuster’s job and an injured person’s interest are not the same thing.

A crash on the 91 through Corona or the 215 through San Bernardino produces the same pressure: pain, paperwork, and an insurer already building its own version of events. This book is best read before the process starts to feel routine. The decisions made in the first days usually decide what the case is worth by the time it resolves.

About the Author



Deborah Song

Deborah Song practices under her own name, doing business as Empire Law, a personal injury and car accident firm she founded in May 2021 to serve Riverside and San Bernardino counties from its office in Norco, California. She was born and raised in Moreno Valley, two cities away, and headquartering the firm in the Inland Empire rather than Orange County or Los Angeles was deliberate. Her full biography is published on her attorney site, including the recognitions summarized below.

Song earned her J.D. from Western State University College of Law and her undergraduate degree from the University of California, Riverside. She was admitted to the State Bar of California on May 28, 2021, and has practiced as a licensed attorney since that date. She entered the legal field earlier, in 2017, working as a case manager, legal advocate, and litigation associate, a period the firm counts separately from her years as a licensed attorney because the roles carry different professional responsibilities.

Song's trial-first posture is the credential this book leans on most directly. She earned the nickname "Queen of Sanctions" at a Santa Ana trial firm early in her career for holding defense attorneys accountable in court, and she carried it into her own practice: cases at the firm are prepared as though they are going to trial, on the theory that thorough preparation is what creates the leverage to settle. Her willingness to file motions for sanctions rather than let opposing counsel run out the clock, and her practice's stated policy of never handing a client off to a case manager, are the habits behind this book's chapters on insurance-company tactics and evidence preservation. She was named a Rising Star by Super Lawyers in 2025 and 2026, and has helped recover over $50 million for clients across her career.

Roughly 95 percent of the firm's caseload is car, motorcycle, and pedestrian collision claims, the category this book is written for, alongside dog bites, premises liability, and identity theft. Empire Law also staffs a property damage department, a service Song has described as one the firm does not profit from directly but includes because clients need it while they are still recovering physically: vehicle inspections, rental cars, total-loss valuations, and the diminution-in-value claims discussed in Chapter 7. Through the Inland Empire's Hispanic Bar Association and Mexican-American Bar Association chapters she addresses a concern she hears often in the region, the fear that pursuing a crash claim could expose a family's immigration status. Her practice does not ask clients for a Social Security number, and immigration status has no bearing on a person's right to compensation for an injury someone else caused.

Song hosts the Inland Empire Injury Law podcast, where the conversation behind this book's chapters was originally recorded as Episode 4: How to File a Car Accident Claim in Inland Empire, available on Apple Podcasts and Spotify. She is verified through her listing on the State Bar of California's official attorney directory, bar number 337172.

Song built Empire Law around a simple bet: that a claimant who understands the process protects it better than one who is guessing. That is the same bet this book makes. If a car accident anywhere in the Inland Empire, in Riverside County, San Bernardino County, Norco, Eastvale, Corona, or anywhere along the corridor the 91 and the 215 cut through the region, has left you or someone you love figuring out what happens next, Empire Law offers a free consultation to talk through the specifics of your case.

Introduction

Most people who end up needing this book did not wake up planning to think about insurance law. They were driving on the 91 through Corona, or the 215 through San Bernardino. Then they were sitting on the shoulder trying to work out what happens next. The decisions made in that first hour shape the claim more than almost anything a lawyer does later.

The Inland Empire carries heavy freight and commuter traffic, which is part of why crashes here are common enough that Song built a podcast around explaining them. Many residents also arrived from no-fault states, where a driver's own insurer pays the medical bills. California does not work that way, and this book assumes no prior familiarity with a fault-based system.

Song walks through the process from the scene of the crash to the decision to hire an attorney: the SR-1 filing, comparative negligence, what an adjuster is actually deciding, and where a medical lien comes from. Some of it plays out differently in Riverside County than in San Bernardino County, and the chapters say so.

This book isn't legal advice for your specific case, and reading it isn't a substitute for a free consultation with an attorney licensed in California.

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CHAPTER ONE

The First Minutes After a Crash

Nobody thinks about the first few minutes after a car accident until they're already in one. The ears are ringing a little, the hands are not quite steady, and somebody behind them is already leaning on the horn. That's what shock and adrenaline do, and nobody should feel bad about it.

Here's the problem. Everything that comes after, the claim, the adjuster, the fight over whose version the insurance company decides to believe, gets built out of whatever you managed to capture while you were standing in the road. Not out of what you remember three weeks later when you finally call us. Out of what you documented that day.

So this chapter is the sequence I want you to have in your head before you need it. Safety, then records, then the police, then the exchange. Some of it you already know. Two or three pieces of it almost nobody thinks about in the moment, and those are usually the ones that decide whether a claim is clean or whether we spend the next year arguing about it.

> ***"It's always nice to be able to get out of the car as is and then take pictures and videos of the vehicles exactly as they came to rest after the accident. If it's a dangerous situation and there's cars moving around, then go ahead and pull over. But if possible, always collect the photos and videos of how the vehicles came to rest after the accident."***
>
> — DEBORAH SONG, ON DOCUMENTING THE SCENE OF AN INLAND EMPIRE CRASH

Photograph the cars before anybody moves them

First things first, ensure safety. Make sure everybody can get out of the car.

After that, the instinct almost everyone has is to clear the road. If the scene is already safe, I want you to do the opposite. Let's say there's no traffic hazard, nobody is bearing down on you, and you can step out. Leave the vehicles exactly where they came to rest and take pictures and videos of them first. Then you move them over to the side.

If it's a dangerous situation and there are cars moving around you, go ahead and pull over. Then take the videos and photos afterward. Your safety comes before any of this. But if it's possible, always collect the photos and video of how the vehicles came to rest.

The resting position of a car is evidence of how the accident happened, and it's evidence that stops existing the second somebody moves a bumper out of habit. Later on, if the police never come out and it turns into a he said, she said situation, those photos are what an accident reconstruction expert works from. Depending on how big the case is, we may hire one to take the images and the video and reconstruct the crash in an animated format showing how it happened. Nobody can reconstruct anything from a memory.

Say you're hurt, even if you're not sure yet

I think the decision point that trips up more people than anything else in this chapter is whether to tell the responder you're injured.

Call the police. And when they ask, tell them you're injured, even if you are not feeling anything at that moment. Right when the accident happens you have an adrenaline rush, so usually you won't feel anything.

If you tell them you don't have any injuries, a lot of times they'll refuse to come out. They'll tell you, "Okay, well, you guys just exchange information then. We are not sending anybody out." No officer means no official police report. And no police report means the other driver now has an open field to tell their insurance company a completely different story about what happened, weeks later, with nothing on paper to contradict them.

This matters more in some parts of the Inland Empire than others. In San Bernardino County, more likely than not the police are not going to come out at all, and I think that's just the crime rate over there. They're busy. Riverside is a lot better about it. But in either county you still usually need to say you're hurt or they won't send anyone. If they still won't come, you can call and ask them to send paramedics, which sometimes brings an officer out with them. And if nobody comes at all, then everything in the section above becomes your only record.

Your phone is the dash cam you already have

A lot of our clients, and almost everybody going through this for the first time, don't have a dash cam. If that's you, there's something else you can do.

When you get out of the vehicle and you go to talk to the other driver, pull out your phone where they can plainly see it, turn on the video, and start recording that person and any conversation you have with them.

Sometimes I've seen the other side stand there and explain exactly what happened, and a lot of times that will help with the liability dispute. Let's say it's a lane change situation, where they later claim you changed into their lane and you're saying they changed into yours. If you have that conversation on video, it helps a lot. Video does not blink and it does not forget. We do.

One requirement governs all of this. Make it clear that the recording is happening, because California is a two party consent state. Openly, phone up, out loud. That's the whole rule.

The photo almost nobody takes

Once you've documented the scene and moved to a safe spot, you exchange information. When I say exchange information, I mean more than trading phone numbers.

I want a photocopy or a photo of their registration and their driver's license. Take a picture of their license plate. And here's the one people miss: even if it's a rear-ender and they just rear-ended you, take a photo of the back of their car.

A lot of times I hear the other driver tell their insurance company later that somebody rear-ended them and pushed them into you. A ghost car. And a lot of the time our clients don't have pictures of the back of that vehicle, because why would you take a picture of the back of a car that hit you from behind? But if you have a photo showing no damage back there, it becomes very hard for the other side to keep trying to prove that up.

If there are any witnesses, collect their contact information, even the ones already walking back to their car. They have work to do and kids to pick up, and most of them can't wait an hour or two for an officer. A name and a phone number is enough. We can figure out what they know later.

I know you're probably frazzled, and it's genuinely hard to hold a checklist together in your head while you're shaken up. So don't hold it in your head. Write this list down once, right now, while nothing is happening, and put it in your glove compartment. When you get into an

accident you're going to reach into that glove compartment anyway for your registration and your insurance card. Pull the list out with them and just check things off before you leave the scene.

Do all of this before the officer arrives

This is the part that runs against everyone's instinct, which is to call 911 the second a crash happens. The instinct is wrong, and the reason is mechanical rather than legal.

Take your photos and video, and talk to the other driver if it's safe to do so, before the police come out. Then when the officer arrives, let them do whatever they need to do.

A lot of times if you call law enforcement first and they show up, they won't allow you to walk around taking pictures, and they'll do all the talking with the other side themselves. You lose the window.

Officers do take their own photos at the scene, which sounds like it should solve the problem. It doesn't. When we order the police report afterward, it never comes with pictures. I don't know what happens to those photos. My guess is that it's just for their own memory when they sit down to write the report, like an internal memo they keep for themselves. Whatever the reason, whatever pictures they take are not in the police report we receive. Which means your own photos and video, taken before anyone in a uniform arrived, are the only images you're guaranteed to still have.



Two damaged vehicles pulled to the shoulder of a Riverside County road, hazard lights on, with the hills in the distance.

Pileups on the I-10, the I-15 and the I-215

We have the I-10, the I-15 and the I-215. All of these freeways are interstate travel, and you can see it as you're driving: usually one or two lanes fully backed up with commercial carriers.

That's the setting for the multi-vehicle pileups we handle on these corridors, and a pileup is where the habit in this chapter earns its keep. In a five-car pileup, the presumption is that the car in the very back started the chain reaction. If you were the car in front, that means you should have felt exactly one impact. If you felt two, somebody in the middle hit you before the back car pushed everyone forward, and now there are two insurance policies in play instead of one. Chapter 11 goes further into how that gets sorted out. What decides it is physical evidence, and the resting positions of five cars are the physical evidence that disappears first.

And if you're reading this before anything has happened to you, get a dash cam. You can get it on Amazon and it's so cheap. Make sure it comes with an SD card, and if it does not, buy the card and put it in, because otherwise it's just a camera recording nothing. Then you can be more rest assured when you're driving around.

Common Questions

Should I move my car out of the road right after an accident in California?

Only if it is not safe to leave it where it is. If the scene is safe, photograph and video the vehicles exactly where they stopped before anything moves, because that positioning is evidence. If traffic is still coming through the crash and staying put is dangerous, pull over first and document afterward. Safety comes first either way, and the documentation happens as soon as it's safe to do it.

Do I have to call the police after a minor car accident in the Inland Empire?

You are not always required to, but I recommend it every time, and I recommend saying you may be injured even if you are not sure. If you tell them you have no injuries, a lot of times they'll refuse to come out at all. Without a police report, the other driver has much more room to change the story once the insurance companies get involved.

Is it legal to record the other driver after a car accident in California?

Yes, as long as the recording is done openly, because California is a two party consent state. Pull the phone out very obviously rather than secretly. It can settle a dispute over how the crash happened, especially in a lane change situation where each driver says the other one changed into their lane.

Why should I take a photo of the back of the other driver's car if they rear-ended me?

Because a lot of times the driver who rear-ended you tells their insurance company that somebody else rear-ended them first and pushed them into you. A photo showing no damage to the back of their car takes that argument away before an adjuster ever hears it.

Should I take photos and talk to the other driver before or after the police arrive?

Before, if it's safe. Once officers arrive they usually won't let you keep photographing, and they do the talking with the other side themselves. Officers take their own photos, but when we order the report afterward it never comes with pictures, which makes your own records the version you can actually count on having later.

Chapter Reflection

Document everything. I know that's hard to do in the moment, because you're full of adrenaline, you don't know what's going on, and it's hard to think. That's the whole reason I want that list in your glove compartment. You're reaching in there for your registration and your in-

surance card anyway, so pull the list out at the same time and check things off before you leave.

None of it takes more than a few minutes and none of it costs anything. Photos of the cars where they came to rest, a photo of the back of their car, a name and a number for anybody who stopped, things of that nature. A year later, when somebody is arguing with you about what happened that day, that’s the file we’re working from.

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CHAPTER TWO

Getting Medical Care Even When You Feel Fine

The most common thing I hear from a client about the day of their accident is that they felt fine. They stood at the scene, they answered the officer's questions, they told the adjuster on the phone that they were okay, and they went home. Then that night, lying in bed, it started.

That's the adrenaline coming down. And the gap between feeling fine and being hurt, which is usually a matter of hours, is where a lot of claims quietly get weaker.

Where a person gets checked out in the Inland Empire matters less than most people assume. When they get checked out matters more than almost anything else in this book. Which hospital or urgent care ends up seeing them depends a lot on which part of the two counties the accident happened in. The guidance in this chapter works either way.

The adrenaline wears off around bedtime

After a car accident a person may feel fine because of the adrenaline rush, and it takes time for that to settle down. Sometimes the symptoms don't appear right away.

I hear this from clients all the time. Usually it shows up once they get home, when they're getting ready for bed and lying down. That resting state is when the pain kicks in. If not, it's the morning after. The next day they wake up and it feels like they got hit by a truck.

And even if you wake up the next day and you are not feeling any symptoms, still go to any nearby urgent care.

I don't hedge on that one. Prompt documentation is crucial, not only for your health but for your claim. The inconvenience of a visit that turns up nothing is very small next to what that visit does for you later.

> ***"So the next day they'll wake up and it'll feel like they got hit by a truck. And even if you wake up the next day and you're not feeling any symptoms, still go to any nearby urgent care."***
>
> — DEBORAH SONG, ON WHY SAME-DAY OR NEXT-DAY MEDICAL CARE MATTERS AFTER A CRASH

The urgency is not only medical. Chapter 8 goes into what an adjuster does with a gap between the accident and the first medical visit, and the short version is that they fill it in with whatever helps them. Maybe you slept wrong. Maybe you went to the gym. Maybe you were carrying something, things of that nature. Anything could have happened in that week, and that's exactly the argument. Getting seen the same day or the next day takes that argument away before anybody thinks to make it.

If you have no symptoms and you feel silly walking into an urgent care, here's the whole script. Say, "I just got into a car accident, I just want to get checked out and make sure I am okay." That's enough. That visit is also where the paper trail starts that eventually becomes the economic damages in Chapter 7. Without a bill and a diagnosis on record, a settlement demand has nothing concrete to point at.

Urgent care or the emergency room?

Start at urgent care unless you're having concussive symptoms.

If you're having concussive symptoms, go to an ER. I do understand that an emergency room is an all day thing, and if you are not trying to lose the whole day to it, urgent care is the reasonable default. But urgent cares don't have CT scan machines. So if you go to one and describe concussive symptoms, they're going to stop and tell you to go to the ER for a CT scan anyway. You'll have spent the wait for nothing.

As for which one, I would say go wherever your health insurance is taken. It does not matter where it is. With no health insurance, the closest and cheapest one is the right answer.

Here in Norco there is not a hospital, but there's an urgent care down on Hamner, across the street from the Target area, and they usually take all the major health insurances. Closer to the Eastvale side, up Hamner toward 6th Street, there's another one that also takes major insurance. For an ER, the closest is Corona Regional, and they take major health insurance as well. The rest of the region has its own equivalents, and the right move is just to Google the nearest urgent care and go.

If you have no insurance and no money for the visit

This is the situation people are actually in when they don't go, so let me take it seriously rather than telling you to go anyway.

If you don't have health insurance and you end up at an ER, depending on your financial situation, you can apply for Emergency Medi-Cal. It's a California government funded health insurance program, and it gives you temporary health insurance that the government pays for at the time. Whether you qualify depends on your finances and your assets. You wouldn't necessarily know in the moment, but you can apply and see.

The numbers are worth knowing. An urgent care visit without insurance is typically a little less than $200. An ER visit, especially with concussive symptoms where they're going to run a battery of tests, gets expensive fast depending on how long the stay is. That's a real reason to start at the local urgent care when the symptoms allow it.

And if none of that works, there's still an answer. We have urgent cares that will see you on what's called a personal injury lien basis, where the provider treats you now and waits for the case to be over before they're paid. Chapter 10 covers how that arrangement actually works, because it has real consequences you should understand before you sign one. I would rather you use your own health insurance or pay out of pocket first if either of those is possible. The lien is a good tool, but it's closer to a last resort than a first choice.

If you are not sure which of these fits you, don't guess. Call us, or call any attorney, and find out what your options are. Both Emergency Medi-Cal eligibility and a lien arrangement turn on specifics that are genuinely hard to evaluate from the outside.

Why some doctors turn accident patients away

There's a complication here that catches people off guard, so I warn clients about it in advance.

Sometimes doctors straight up refuse to see you the moment you say you got into a car accident.

It has nothing to do with the injury. These doctors know the case could possibly be litigated in the future, and they don't want to get dragged into a potential lawsuit. A doctor who treats an accident patient can end up subpoenaed for records or asked to testify. So some practices just say no, you can't be seen here.

It happens more often to people on Medi-Cal, Medicare, or other government sponsored health insurance, where it's already hard to get treatment in a timely fashion and approvals take a long way around. Let's say you need physical therapy. On a government plan that can be a five month wait before anybody signs off on it. Someone with a PPO can usually go wherever they want, see whoever they want, whenever they want, and this is less of an issue.

When somebody is in a lot of pain and their own health insurance can't get them seen, we'll help coordinate the medical treatment they need. That's part of why having an attorney involved in a lien matters beyond the payment terms in Chapter 10. It solves an access problem most people don't see coming.



The single most common mistake after a crash: feeling fine, and getting checked anyway.

Common Questions

Why would a doctor refuse to treat me after a crash?

Some doctors will straight up refuse to see you the moment you say you were in a car accident. It has nothing to do with the injury. They know the case could be litigated later, and they don't want to be pulled into a lawsuit as a witness or a records source. An attorney can usually coordinate treatment with a provider who does see accident patients, including one who works on a personal injury lien.

Should I see a doctor after a crash even if I don't feel hurt?

Yes. Go the same day or the next day regardless of symptoms. Adrenaline commonly delays the pain until you're home and lying down, or until the next morning. Prompt documentation protects your health and your claim at the same time. Waiting until the symptoms are undeniable hands an adjuster room to argue that something else caused the injury in the meantime.

What's the difference between going to urgent care and the ER after a crash?

Urgent care is the default unless you have concussive symptoms, because an ER visit is usually an all day thing and urgent care handles most crash injuries. If the urgent care staff suspect a concussion, they'll send you to the ER anyway for a CT scan, because urgent cares don't have the machine for it.

What if I don't have health insurance and can't afford to see a doctor after an accident?

Emergency Medi-Cal is one option, a California government funded program that provides temporary coverage depending on your finances and assets. The other is a personal injury lien, usually arranged through an attorney, where a provider treats you now and gets paid after the case resolves. An urgent care visit without insurance is typically a little under $200, which is worth weighing against both.

Chapter Reflection

The distance between "I feel fine" and "I am hurt" after a car accident is usually just a few hours of adrenaline wearing off, and that stretch is where claims quietly get weaker. A visit that costs you an afternoon protects your health and closes a gap somebody else would otherwise fill in for you.

So go. Walk in, say you were in a car accident and you just want to get checked out, and let somebody write it down. A little less than $200 at an urgent care, an afternoon out of your week, and it’s handled.

03

CHAPTER THREE

The SR-1 Form and California’s Ten-Day Deadline

There's a state reporting requirement after a car accident that runs completely separate from the police report, and almost nobody who hasn't been through a serious accident knows it exists.

I call it by its number. The SR-1. It goes to the DMV, you have ten days, and it doesn't matter what your police report says or whether a police report exists at all.

It's a small piece of paperwork with a real penalty attached, and it's the single easiest thing in this book to get right, as long as somebody tells you about it in time. That's what this chapter is for.

> ***"And the number one, you can type it in on Google just DMV, California, DMV SR one, and usually like the first top link, there's actually a link where you can fill out everything out online. It used to be all manual and paper mailing, but now you can do it online and you have to fill that out within 10 days."***
>
> — DEBORAH SONG, ON CALIFORNIA'S DMV ACCIDENT-REPORTING REQUIREMENT

Three things trigger it

It is not every car accident, and three things trigger it.

Number one is any injuries. Number two is any deaths. Or number three, there's property damage over $1,000, regardless of who is at fault.

That third one is broader than people expect. It is not just damage to your car. It covers damage to anything outside the car, and it covers your personal belongings inside the car too. Let's say a laptop in the back seat, a bike on the rack, a mailbox you went into, things of that

nature. So if you were in an accident and there are injuries, or there's damage over a thousand dollars, you need to report it to the California Department of Motor Vehicles within ten days.

And here's my actual advice, which is simpler than the rule. If you're not sure what the damages are, and you're not sure whether you're injured, it's always better to play on the safe side and just file it.

It only helps you. It does not hurt you to file it.

Think about what you're being asked to know inside ten days. Whether you're injured is a question a lot of people can't answer on day three, which is the whole point of the previous chapter. And whether the repair bill clears a thousand dollars is a question about a number you may not have yet. Ten days is also a tight window to know for certain whether repair costs will actually clear that $1,000 line, since a body shop estimate often takes longer than that to produce. Waiting to be certain is how the deadline passes.

A thousand dollars is also not much of a line anymore. I see that same number from the other direction all the time. In a small fender bender, where there's less than $1,000 worth of property damage repairs, just a scratch or a scrape or a little dent, a lot of times the insurance companies will deny the bodily injury claim altogether. They send a letter that says something like, due to the nature of the impact, we're denying the bodily injury claim.

So in the insurance world, under a thousand dollars is the definition of damage so minor they think you can't possibly be hurt. That's how low the SR-1 threshold sits. Modern repairs run well past it, which is the same pressure Chapter 4 describes on California's $15,000 property damage minimum. Most collisions worth documenting at all are going to cross this line.

How to file it in about ten minutes

It used to be all manual and paper mailing. It is not anymore.

Type "DMV California SR1" into Google. Usually the first top link takes you to a portal where you fill the whole thing out online and submit it. The form is spelled S as in Sam, R as in Robert, and then the number one, which matters because searching for the wrong thing is how people give up on it.

If you need help with it, your attorney should be able to do it for you. It's a routine thing for our office.

The consequence for missing the ten days is that you risk your license being suspended by the DMV. That's a real, functional penalty, and it arrives at the worst possible time, when there are already medical appointments to get to, a car in a shop, and an adjuster calling. Losing the ability to drive to any of it does not make the rest of the claim easier.

Where this sits on my list of the four biggest mistakes

When people ask me what hurts a claim most, I give them the same short list every time.

Number one, not seeking prompt medical care. Number two, missing deadlines, like filing the SR-1 or the government claim in time. Three, giving recorded statements to insurance companies. And number four is failing to document evidence.

I want you to notice where the SR-1 sits on that list. It's above recorded statements. It's above evidence. A missed deadline is in a different category from the other mistakes, because the others weaken a claim and a deadline can end one outright.

It's also the only mistake on that list you can make while doing everything else right. You can call the police, get checked out the next day, say nothing to the adjuster. You can hire a good lawyer. I think that's what makes it sting. And you can still get a suspension notice in the mail because of a form nobody mentioned. That's a frustrating way to be penalized, and it's entirely preventable with ten minutes and a browser.

You'll see this same instinct from me later on, when we get to the six month government claim deadline, which works the same way. When there's a filing window and any doubt at all about whether it applies to you, file. Don't sit there deciding. The cost of filing something you didn't strictly have to file is nothing. The cost of the reverse is the whole claim.

Why this exists whether or not an officer ever showed up

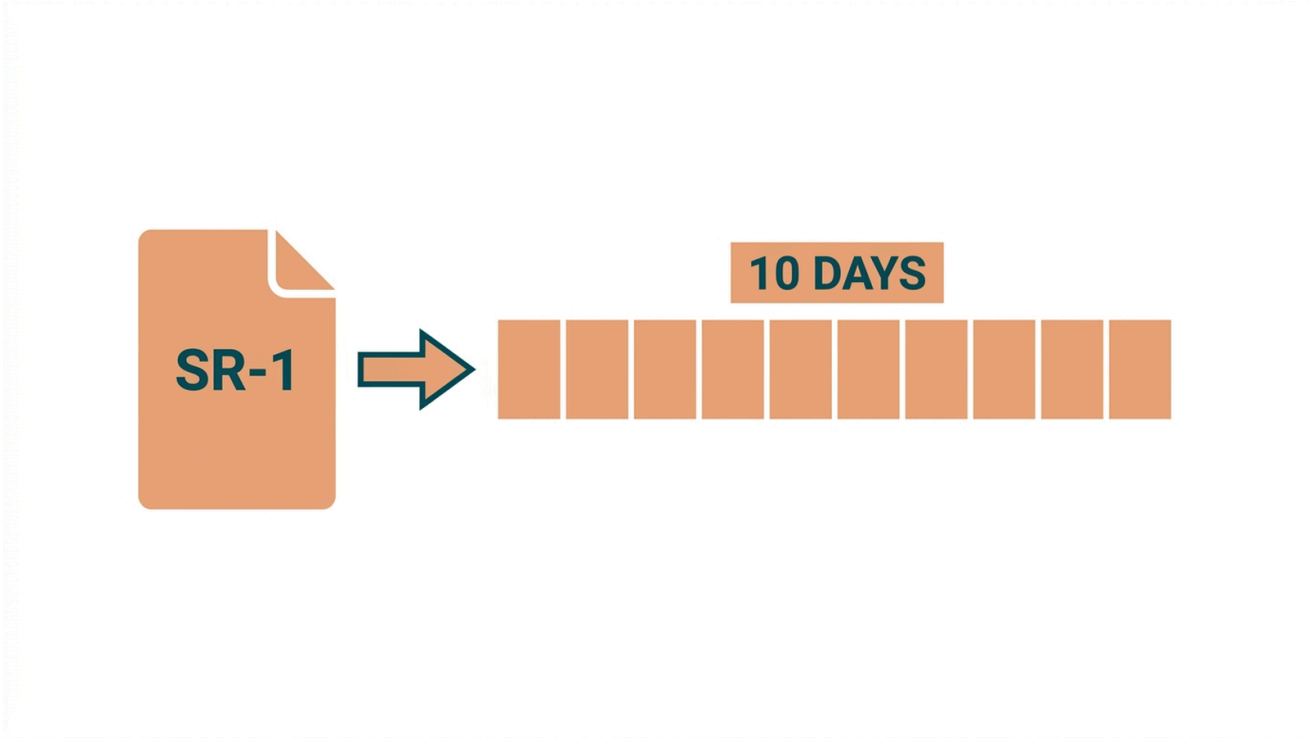
The DMV requirement runs on its own ten day clock, and that clock doesn't care what happened with law enforcement that day.

This is different from the police report, and the two don't substitute for each other. People hear "report the accident" and assume one covers the other. It does not work that way in either direction.

That distinction matters more out here than the plain text of the rule suggests. As Chapter 11 covers, in San Bernardino County, more likely than not the police are not going to come out, especially to something that looks like property damage only. Riverside is better about it, but

you still usually have to say you're hurt before anyone is dispatched.

So picture the common version of this. No officer came. No report was written. Nobody documented anything except you. In that situation the SR-1 is the one mandatory record of the accident that exists at all, and it exists because you filed it. That's a decent reason to file even when you're on the fence.



California's SR-1 form and the ten-day window for filing it.

Common Questions

What's a SR-1 form in California, and when do I have to file one?

The SR-1 is California's state accident report, and it's due within ten days if there's an injury, a death, or property damage over $1,000, no matter who was at fault. It goes to the DMV, separately from any police report, and it can be filed online now instead of by mail. The property damage figure covers your belongings and anything outside the car, not just the vehicle.

What happens if I don't file my California SR-1 form within ten days?

You risk your license being suspended by the DMV. If you're unsure whether your accident meets the threshold, file it anyway. It only helps you, it does not hurt you to file it, and it's a bad trade to lose a license over a repair estimate you couldn't get in time.

Does filing the SR-1 replace a police report if officers never come to the scene?

No, and neither one substitutes for the other. The SR-1 is a mandatory DMV filing that exists regardless of whether law enforcement responded. A police report is a separate document that insurance companies lean on heavily even though it is not admissible at trial, as Chapter 11 explains. Filing one doesn't excuse you from the other.

Chapter Reflection

Filing the SR-1 takes a few minutes online. Missing it can cost you your license.

What makes it worth a chapter is that it's the first of several clocks that started running the moment your accident happened, and nobody is going to call and remind you about any of them. So if you're sitting there on the fence about whether your accident even qualifies, just file it. Ten minutes, a browser, and it's off your list.

04

CHAPTER FOUR

How California’s Fault-Based Insurance System Works

Most people never find out how low California's minimum coverage is until a crash makes them find out. By then it's too late to have carried anything else.

California uses a fault based system. That means the at fault driver and their insurance are responsible for your damages. You file a claim with the at fault party's insurer, and you can also use your own coverage for certain benefits depending on what's available under your own policy.

That sounds clean. Here's the part that is not. Sometimes even if the at fault party has accepted liability and their insurance company says they're willing to pay, they simply don't have enough in their policy to pay for everything that's required for you and your car.

The at-fault driver's insurance pays first, when there is enough of it

Under a fault based system, the claim goes to the at fault driver's insurer.

A driver can be completely at fault, admit it, have their carrier accept liability, and still be carrying a policy far too small for the damage they just caused. Liability and coverage are two different questions, and people conflate them constantly. Winning the first one does not get you paid. It only tells you who you're collecting from.

> ***"California's minimum auto insurance requirements is $30,000 per person and $60,000 per accident for bodily injury. And then for property damage, it's $15,000 for all the cars involved, if not including the at-fault driver. So this would include any other vehicles involved."***
>
> — DEBORAH SONG, ON CALIFORNIA'S MINIMUM INSURANCE LIMITS AND WHY THEY OFTEN AREN'T ENOUGH

Thirty, sixty, fifteen

Three numbers. $30,000 per person and $60,000 per accident for bodily injury, and $15,000 for property damage.

The property damage number is the one that surprises people. That $15,000 is shared across all the other cars involved, not the at fault driver's own. So let's say it was a two, three or four car pileup. That $15,000 gets split among all of them. Cars these days, even the repairs are worth more than $15,000 on their own. Four cars needing $8,000 of work each is $32,000 of damage sitting against a $15,000 pool, and everybody involved is fighting over the same money.

These limits matter because they set the minimum coverage that drivers are required to carry. But a lot of the time the damages our clients sustain, the full list of them in Chapter 7, exceed those amounts by a wide margin.

When they do, the additional compensation has to come from somewhere else. There are two places. It comes from the at fault driver's personal or commercial assets, which means a lawsuit. Or it comes from your own underinsured motorist coverage.

Suing the at fault driver personally is the remedy the law allows, and it's worth exactly as much as that driver owns. A judgment against somebody with nothing to collect is a piece of paper. That's why I treat your own coverage, and not a lawsuit against a stranger, as the dependable answer.

The scale of the problem is easy to picture with real numbers. If someone gets hurt by a regular person driving around the 10 freeway or the 15, somewhere around Loma Linda or anywhere in the IE, they are not driving around with more than $100,000 worth of coverage. A hundred thousand is already the high end for around here. On the low end, which is the most common, it's the California minimum. So if you have a $40,000 ER bill and the other driver only has $30,000, that's a pretty easy pop. That claim resolves quickly because there's nothing left to argue about.

Why you may never learn what the other driver is carrying

There's an asymmetry here that I deal with on every single case.

My own client's insurance company has a legal obligation to give us a copy of whatever we ask for that belongs to our client. The other side does not. The insured, meaning the defendant driver, has no legal obligation to us at all. They don't owe us any disclosure of what their policies are.

We still ask. When we do, the insurance company sends a letter out to their own insured asking them to sign off and authorize disclosure of their policy limits.

And 99 percent of the time, that never happens.

So you can go most of the life of your claim without knowing whether the person who hit you was carrying the state minimum or a policy ten times that size. That uncertainty is exactly why the two options above, a lawsuit through the litigation process in Chapter 11 or your own underinsured motorist coverage, have to be live possibilities rather than afterthoughts.

Don’t shop for the cheapest premium

This is the part of the chapter I would keep if I had to cut the rest.

Make sure you have medical payment coverage under your own insurance company. And make sure you have uninsured and underinsured motorist coverage under your own policy.

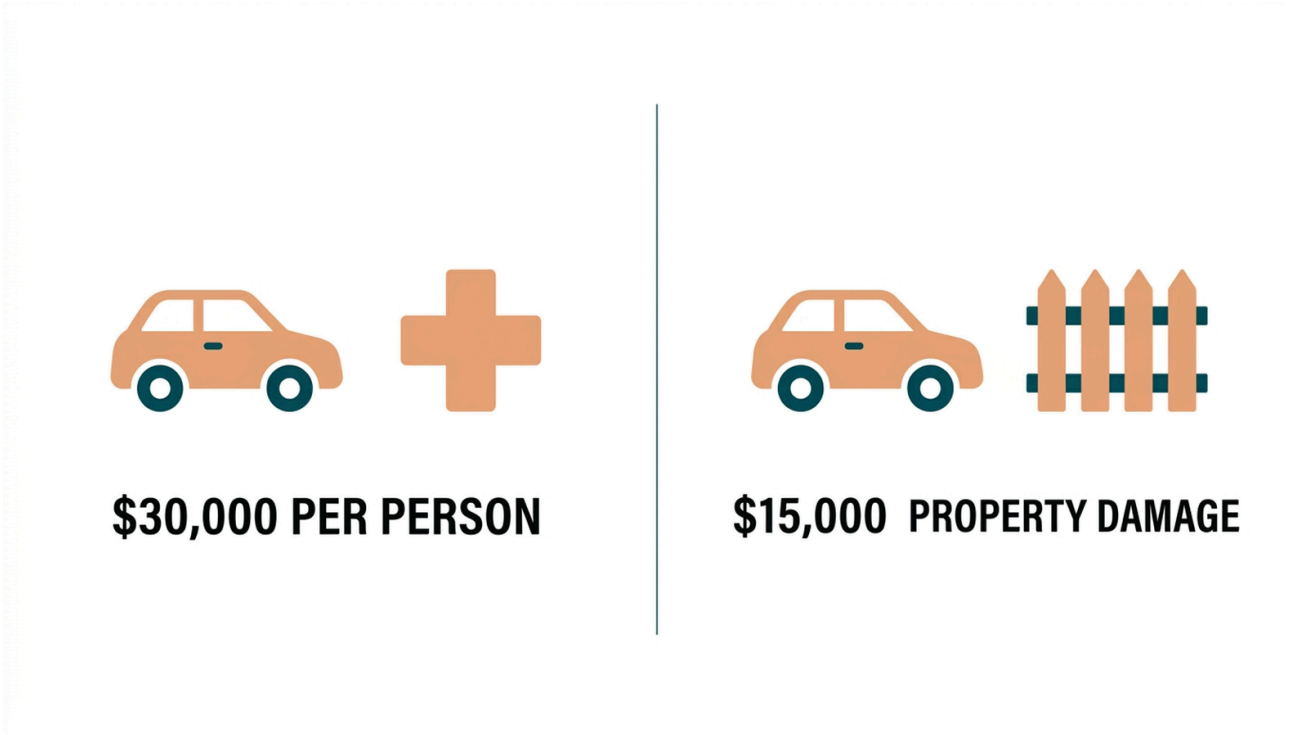
Don’t always look for the cheapest premium, because the cheapest premium is not protecting anybody. It’s just the insurance company taking your money, and then when the time comes that you need it, they tell you, you don’t have that, you don’t have this, we can’t do anything for you, things of that nature.

Medical payment coverage is a separate piece most drivers never think to ask for. Uninsured and underinsured motorist coverage is the piece that steps in when the other side either has nothing or doesn’t have enough.

Here’s the way insurance companies like to phrase it. They tell you that you’re protecting your assets just in case you cause an accident. That’s what you think insurance is supposed to do. But nowadays, with the way people are driving around and all the heavy congested traffic, it’s really to protect yourself just in case you get hit.

Because usually the people causing the crazy accidents, the ones that really leave you debilitated and cause you severe injuries, are the ones that have nothing to lose. They usually roam around with no insurance.

That’s the uncomfortable shape of it. The drivers least able to pay for the harm they do are overrepresented among the drivers who do the most harm. There’s no version of a claim against them that fixes that. The only thing that fixes it is a line on your own policy that you bought before any of this happened. What it looks like to use that coverage, including what happens when your own insurer fights you on it, is in Chapter 11.



California's minimum liability coverage: $30,000 per person for injury, and $15,000 for property damage.

Common Questions

What are California's minimum auto insurance requirements?

$30,000 per person and $60,000 per accident for bodily injury, and $15,000 for property damage shared across every other vehicle involved. In a multi-car pileup that $15,000 gets split among all of them. These are legal minimums, not a reflection of what a real crash costs. Repairs alone often run past the property damage number on a single vehicle.

What happens if the at-fault driver's insurance is not enough to cover my damages?

The additional compensation comes from one of two places. Either the at fault driver's personal or commercial assets, pursued through a lawsuit, or your own underinsured motorist coverage. A lawsuit only collects what that driver owns, which is why I tell people in the Inland Empire to carry more than the state minimum on their own policies.

Can I find out how much insurance the other driver has before I settle my claim?

Not reliably. Your own insurer has to disclose your coverage to your attorney. The at fault driver's insurer owes you no such obligation. They send their insured a letter asking permission to disclose the limits, and 99 percent of the time that authorization never comes back. That uncertainty is one more reason your own coverage matters before you know whether you need it.

What's medical payment coverage, and do I need it in addition to underinsured motorist coverage?

Medical payment coverage is a separate piece you add to your own policy, and most drivers never think to ask for it. I tell people to carry it alongside uninsured and underinsured motorist coverage. Between the three, your own policy is usually a more reliable source of protection than whatever the other driver happened to buy, and I would say that's worth more than the few dollars a month you save shopping on premium alone.

Chapter Reflection

A fault based system sounds like it should mean the responsible driver's insurance covers what they broke. In practice the state sets its floor low enough that a serious crash clears it without trying, and the person who caused it often has nothing behind that floor.

So the most important decision in this chapter gets made at renewal time, when nobody is hurt and the only thing on the table is a slightly higher premium. Pull out your declarations page tonight. Look for medical payment coverage, and look for uninsured and underinsured motorist coverage. If they are not on there, call your agent in the morning and have them added.

05

CHAPTER FIVE

Comparative Negligence - Why Partial Fault Doesn’t End Your Claim

People disqualify themselves from their own claims. It happens constantly, and it happens before anyone ever calls me.

They run the accident back in their head, they land on something they did wrong, and they decide that's the end of it. I was going a little fast, I should have seen him, it was partly on me. And a lot of times that's where the phone call stops.

Here's the rule that makes all of that reasoning wrong in California. You can recover damages even if you were mostly at fault. Your recovery is reduced by your percentage of fault, not erased by it. Seventy percent at fault still leaves thirty percent.

That's what pure comparative negligence means, and it's why a case that looks like a dead end on the first phone call so often is not one.

> ***"You can recover damages even if you were mostly at fault. So your recovery is reduced by percentage of fault. For example, if you are 70% at fault, you can still recover 30% of your damages."***
>
> — DEBORAH SONG, ON CALIFORNIA'S PURE COMPARATIVE NEGLIGENCE RULE

Ninety percent at fault still recovers ten

Fault gets assigned as a percentage, and that percentage comes off the top of your award. The math is straightforward. If a jury awards $100,000 in total damages and you're found 90 percent at fault, you still recover about $10,000.

The word doing the work in that name is pure, meaning there's no cutoff anywhere on the scale. Let's say you're 99 percent at fault. You're still entitled to that 1 percent. Out of a $100 claim, that's a dollar.

Most other states don't work this way. They enforce what's called a 50 percent bar, where you have to be able to prove the other driver was 51 percent at fault, and if you can't show you were 50 percent or less at fault, you're completely barred from any recovery. California sets no such bar, and I think that's pretty nice here. You're able to obtain whatever percentage of damages you're entitled to, even if it's only a dollar. You have the right to seek it and you have the right to fight for it.

The reduction hits everything equally, by the way. It comes off your economic damages, meaning your medical bills and your wage loss. It comes off your non-economic damages, the pain and the suffering that can't be calculated with a calculator. Both get brought down to the exact share of fault placed on the other driver. In a serious injury case, shedding just 10 or 20 percent of liability onto somebody else can easily be worth tens of thousands of dollars.

Which is exactly why we fight so aggressively on this one number. Every single percentage point of fault we push off of you is money they're forced to pay back to you.

Duty, breach, causation, damages

This is not an old rule. In 1975, the California Supreme Court decided a case called Li v. Yellow Cab Company, and that decision replaced the old harsh rule that wiped out a victim's claim if they were even 1 percent negligent. Before that, a sliver of blame ended the case. After it, a sliver of blame is a percentage.

It's worth knowing what has to be proven before any of that percentage math starts. Under California law, negligence is a four part formula. Duty, breach, causation, damages.

First, duty. Every driver on our roads owes a basic duty of care to look out for the safety of everybody else. Second, breach, which happens when a driver falls below that standard by doing something unsafe, like speeding, running a red light, or texting while driving. Third, causation, meaning that specific breach was the direct cause of the collision. And fourth, damages, the actual injuries and financial harm you suffered.

Liability only attaches if all four are proven together. Even if one is missing, the whole negligence claim fails.

I bring this up here because it's the reason a fault percentage is never a feeling. It's a legal test run on objective evidence, not a gut sense about who seemed careless at the scene. And nobody standing in the road that day has the final word on it. The responding officer's opinion, the adjuster's number, the other driver's version, those are all negotiating positions. The only

entity that can officially and legally assign these percentages is a jury in a California Superior Court, Riverside or San Bernardino out here. Until a jury writes numbers on a verdict form, the percentages stay negotiable based on the strength of the evidence we bring.

A case where one percent made the difference

We had a client on a motorcycle who was mostly at fault for his own accident.

On the first read that's a case you don't take. But the question I ask myself is different. Is there even a 1 percent chance of arguing there's some comparative fault on the other driver? Is there anything I can pinpoint and find that they could have done to prevent this accident from happening in the first place?

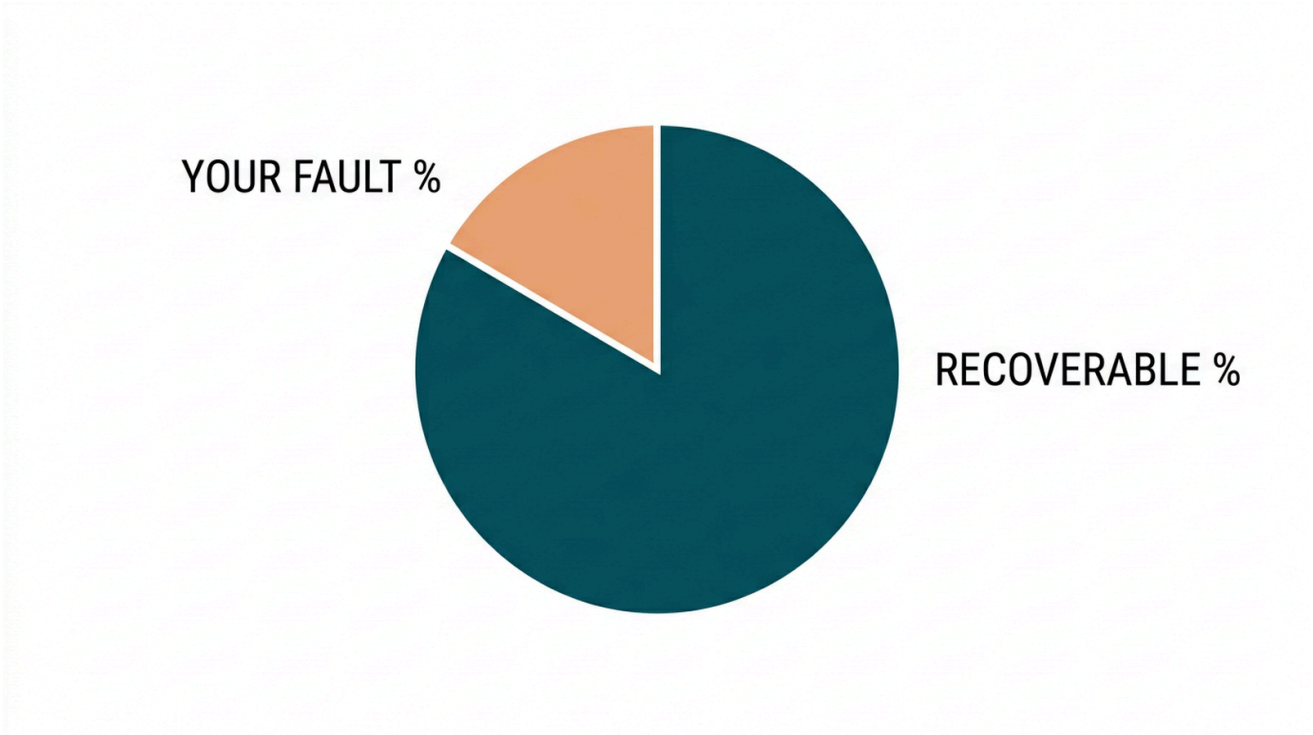
There was, and it was only 1 percent. But because it was a motorcycle accident, the injuries were enormous. He was hospitalized with multiple fractures, and we were still able to collect the full policy limits available from the other side's insurance company.

I want to be precise about why that worked, because the number is easy to misread. One percent of comparative fault does not mean he recovered one percent of the case value. It means the case wasn't barred at all. Once the door was open, the size of the recovery tracked the severity of his injuries and the size of the policy available to pay, which are the same two things driving every claim in Chapter 7. Usually people hear 1 percent and think that's the recovery. It's the key, not the recovery.

That's one of the good things about California. Even if you're mostly at fault, if there's some sort of argument an attorney can make that the other side is partially at fault, even 1 percent, it can help with the compensation.

Finding that argument is work. It's reading the damage patterns, the light sequence, the black box data, the reconstruction described in Chapter 11. I think that's the part people don't picture when they write their own case off. It is not something you can do from the driver's seat five seconds after a crash, which is exactly when most people decide their case is worthless.

A related version of this comes up with seatbelts. Not wearing one counts against you under California's seatbelt defense and it will reduce your recovery. But it does not erase the claim. Not wearing a seatbelt is not what caused the crash. It may have made the injury larger, and the reduction reflects that, and then you recover the rest.



How California’s pure comparative negligence works: your share of fault reduces what you recover, but never eliminates it.

Common Questions

Can I still file a claim if I was partially at fault for a car accident in California?

Yes. California’s pure comparative negligence rule lets you recover damages reduced by your percentage of fault, however high that percentage runs. There’s no threshold above which recovery is barred. At 90 percent at fault you still recover 10 percent, and the reduction applies the same way to medical bills, wage loss, and pain and suffering.

Does being mostly at fault mean my car accident claim is not worth pursuing?

Not necessarily. We had a motorcycle client who was mostly at fault, and finding 1 percent of comparative fault on the other driver was enough to collect the full policy limits available, because his injuries were severe. A small share of fault, properly argued, doesn’t cap the recovery at that share. It gets the claim through the door.

Should I decide on my own that I was too much at fault to bother calling an attorney?

No, and I urge clients never to disqualify themselves this way. Whether a case is viable is a question for someone trained to find the argument for shared fault in the evidence, not a gut sense of blame formed at the scene. Chapter 13 covers why a free consultation exists for exactly this call.

Chapter Reflection

What I want you to take from this chapter is who gets to do the math, which is not the officer, not the adjuster, and not you standing in the road replaying the last four seconds. Every number anyone puts on you before a verdict is a position, and positions move when evidence shows up. The percentage that finally counts is the one twelve people in Riverside or San Bernardino write on a verdict form, and most cases never get that far, because the evidence settles it first.

So the worst version of this is somebody deciding on their own that a crash was their fault and never making the call. I would say that happens more than anything else in this book.

06

CHAPTER SIX

Filing the Claim - What to Say, and What Not To

Once the scene is documented and the medical care is underway, the whole thing moves to the insurance companies. Both of them. The at fault driver's, and in most cases your own.

This is the stage where people hurt themselves without meaning to. Not by lying, and not by being careless. By being helpful. Somebody friendly calls and asks how the accident happened and how they're doing, and they answer the way they would answer anybody, with more information than the question needed.

The whole chapter comes down to one idea. The less talking, the better.

Why I want an attorney opening the claim

If you're going to file a claim against any insurance company, I highly recommend talking to an attorney first.

If you can hire one and let them do all the talking and open the claim for you, that's always best. Because even when what you're saying does not sound like anything bad, the other side and the insurance company will always figure out a way to twist your words.

Once we're retained, we send out what we call letters of representation to every insurer involved, theirs and ours. It lets them know we represent the client, and that any future conversations and communications need to go through us. That letter is the thing that actually stops an adjuster from calling with a claim-relevant question. It is not a formality, and it's the practical reason hiring somebody before the first phone call closes off almost everything in this chapter.

I have trouble imagining the situation where an attorney shouldn't do this first. But let's say it falls to you. Then here's how.

Call the other side's insurance company and say you were involved in an accident and you need to file a claim. A lot of these carriers actually have a way to file claims online, and if you can limit it to that, do. Use as few words as possible and go through the process that way. No live agent means nobody can trick you on the spot.

Sometimes what I'll do with a client in that spot is have them send me screenshots as they go through the prompts on their phone, so I can see what they're entering before they submit it. That way nothing gets typed into a form that hurts the case later.

> ***"If you can hire an attorney and let them do all the talking and opening up the claim for you, it's always best... even when, if what you're saying sounds like anything bad, the other side and the insurance company, they'll always figure out a way to twist your words."***
>
> — DEBORAH SONG, ON WHY SHE RECOMMENDS AN ATTORNEY OPEN THE INSURANCE CLAIM

Open a claim with your own insurer too

A lot of clients don't want to open a claim with their own insurance company. They're worried their premiums are going to go up, and they think, why do I have to open a claim with my insurance company when I'm not at fault.

Both halves of that have answers.

Start with why it's necessary. For anyone claiming injuries, there's a law in California called Proposition 213. It does not require anybody to go out and buy coverage. What it does is close off part of the recovery for a driver who was uninsured at the time of the crash. Any kind of pain and suffering, any general damages, which usually make up a huge portion of the claim, are excluded from being compensated. What decides that is whether you were carrying insurance on the day of the accident, not whether you picked up the phone afterward.

Which is where your own carrier comes in. The other side does not take the driver's word for coverage, and the cleanest way for yours to be confirmed is through your own insurance company. Opening the claim is how that confirmation gets made, which is why I want it done rather than skipped.

Now the premium worry, which has a better answer than most people expect. By California law, insurance companies are not allowed to increase your premiums just because you file a claim. You would have to be at fault for the ding. I call it a ding. It's like the blemish, the mark

left on your profile, and then your premiums get raised.

The way I explain it is this. There's a car accident and there are two cars. One of them gets the mark. One of them is the one at fault, and whoever that person is, they get their premiums raised. It is not everybody.

So opening a claim is not the same event as being found at fault. A driver who wasn't at fault has no reason to expect a rate change from making that call.

How to tell when a call is a recorded statement

Clients are often unsure whether the call they're on is a recorded statement, and the confusion is fair. A lot of times a company will say this call is being recorded or monitored for training purposes, and people assume that's the same thing.

That is not it.

> ***"The recorded statement is very obvious, it's very formal. They'll start a recording and it'll be clear. 'Cause they'll click a button and they'll say today is, April 16th, 2026. And they'll say, at 12:00 PM I am talking to your name here. And this is the recorded statement."***
>
> — DEBORAH SONG, ON HOW TO RECOGNIZE A REAL RECORDED STATEMENT

After that they start going into the question and answer.

If you're hearing that, you can hang up. There's no obligation. You don't have to be nice about it and you don't have to comply. And if you don't realize you were being recorded until later, you can just hang up then. That's fine too.

I want to be blunt about why this one matters more than it sounds. These conversations are engineered and designed to trap people. The adjuster's tone is friendly and polite so the whole thing feels casual, and the questions are structured to produce damaging admissions. Something as simple as "how are you doing today" gets a reflexive "oh, I'm fine, thank you," and that's an admission of not being hurt and not being in pain. Normal conversations don't work that way, but nothing about a recorded statement is a normal conversation.

The guessing is the other trap. They ask how fast you were going, how fast the other driver was going, what damage you saw on the other car, things of that nature. And they keep asking until they get something, so people guess. Those guesses get run through their own systems and used to dismantle the version of events you gave them.

You have the absolute legal right to say no. You have the legal right to hang up. You have the legal right not to pick up the phone. The California Department of Insurance does not require you to give one. Route them to your attorney instead.

One more thing while we're here. Don't sign anything they send, especially a medical authorization. They'll say it just helps them collect the records faster. Once it's signed, do you think they're only pulling the records related to the car accident? No. These forms usually carry no time limit, so they get the entire medical history. A shoulder you hurt in high school, a back strain from a job you left, things that have nothing to do with any injury being claimed, going back potentially to birth. And then everything you're feeling now gets called preexisting.

Answer the question, then stop

If a claim has to be opened by phone, be factual and be concise.

If a question can be answered with a yes or a no, just say yes or no. Don't add anything else. If they want more information, they'll ask for it. Answer in one sentence.

And if you are not sure, say so.

The reasoning here is procedural rather than dramatic. Adjusters are trained to go through a list. Most of that list tolerates "I'm not sure" perfectly well, because a caller can always ring back and let them know later. A few things, like the date of the accident and the time of the accident, can't just be skipped, and those should be given accurately.

Everything else, when there's real doubt, is safer as "I'm not sure" than guessed at out loud.

What happens after the claim opens

After the claim opens, an adjuster gets assigned. Usually that takes a couple of days.

During that first call, they may ask if you're hurt. Sometimes they'll phrase it as "how are you feeling," which makes it sound like it has nothing to do with the claim and like they're just concerned. If you are not symptomatic at the time, don't say no and don't say you're okay. Say you are not sure. If you're symptomatic, tell them what your symptoms are.

The adjuster who gets assigned is either a property damage adjuster or what's called a bodily injury adjuster, and depending on the claim there may be one or both. The property damage adjuster handles the repairs on the vehicle, or, if the car is totaled, the compensation paid out on it. The bodily injury adjuster is assigned when injury is claimed, and handles that portion.

Knowing which one is on the line matters more than it sounds, because the two are handling different halves of the claim and the questions they ask you are aimed at different things.



A phone and a notepad, the start of a claim-filing call.

Common Questions

Does hiring a lawyer actually stop an adjuster from calling me directly?

Yes, once the lawyer sends out a letter of representation to every insurer involved. That letter lets them know we represent you and that any future communication has to go through us and not through you. It's the mechanism that takes you off the phone, which is why hiring somebody before the first call closes off most of the risk in this chapter.

Should I let an insurance company record my statement after a car accident?

Not without talking to a lawyer first. These conversations are designed to produce damaging admissions, and the California Department of Insurance doesn't require you to give one. If you do give one and they ask whether you're hurt but you are not sure yet, say you are not sure rather than no. Symptoms that show up later get used against a denial you already made.

Why do I have to open a claim with my own insurer if I wasn't at fault?

Because your own carrier is the cleanest way for the other side to confirm what you were carrying, and it's being uninsured at the time of the crash that puts a claimant under Proposition 213, which closes off general damages like pain and suffering, usually a huge portion of the claim. Opening the claim doesn't create the coverage, and skipping it doesn't take your general damages away. It puts the proof of what you had where the other side has to look at it.

Will my insurance premium go up just for opening a claim with my own insurer?

Not by California law. Insurance companies are not allowed to raise your premium just because you filed a claim. The increase is tied to being at fault, which is the ding that gets left on your profile. In a two car accident one of them gets the mark, not everybody, so a driver who wasn't at fault has no reason to expect a rate change.

How do I know if I'm actually giving a recorded statement to an insurance company?

A real one is formal and unmistakable. They click a button, state the date and the time out loud, name who they're talking to, and announce that this is the recorded statement before any questions start. A generic "this call may be monitored" disclaimer is not that. If you hear the formal version and you haven't talked to an attorney, you can hang up, including after the fact.

What's the difference between a property damage adjuster and a bodily injury adjuster?

The property damage adjuster handles the repairs to your vehicle, or the payout if it's totaled. The bodily injury adjuster is assigned if you're claiming injuries and handles that side of the claim. Depending on your case you may deal with one or both, and they get assigned within a few days of the claim opening.

What should I say if an insurance adjuster asks me something I'm not sure about?

Say you are not sure, and move on. They're trained to go through a list, and most of that list tolerates it fine, because you can call back later once you know. A few items, like the date and time of the accident, do need a real answer. Everything else is safer unanswered than guessed at, because a guess becomes a fact in their file.

Chapter Reflection

Everything in this chapter is one instinct fighting one rule. The instinct is to explain yourself to the person who called. The rule is that every sentence said is a sentence that can come back.

Nobody is asking you to be evasive or difficult. Answer the question that was asked, in one sentence. Say you're not sure when that's the truth. Don't sign the medical authorization they send over. And if somebody clicks a button and starts reciting the date and the time out loud, you can hang up.

07

CHAPTER SEVEN

What a Car Accident Claim Is Worth

Most people think a car accident claim is the repair bill plus the medical bills. Usually that's where the list stops in their head.

There's a lot more on it than that. There are two legal words we use, economic damages and non-economic damages, and technically a third one called punitive damages. Inside those categories are several things that clients never think to ask for, and a couple that most firms in California don't bother pursuing at all.

Some of the smallest items on that list are the ones that show you what we're measuring. How much is it worth to have pain brushing your teeth. How much is it worth to have trouble bending over the sink washing dishes. Those are the examples I give people, because that's the work. We sit down with you and go through what your week looks like now.

> ***"How much is it worth when you have pain brushing your teeth for two minutes, or how much is it worth if you have trouble bending over the sink for 30 minutes, washing the dishes, things like that? So those are things that we take into consideration."***
>
> — DEBORAH SONG, ON HOW NON-ECONOMIC DAMAGES GET EVALUATED

If you can punch it into a calculator

You can think of economic damages as something economical, something that can be calculated based on economics. If you can whip out a calculator and punch in a number, it belongs here.

Medical bills come first, and not just the ones already incurred. Future medical bills count too, if a doctor has told you that you'll reasonably need something down the line. Whether you end up getting it or not, that's still an economic damage.

Lost wages are calculated by multiplying the time you had off work and showing pay stubs for what you were making before the accident compared to what came in while you were out. The difference is yours.

And here's a piece people never raise on their own. Let's say you ran out of sick pay and had to call off, so you used holiday pay or PTO instead. Technically you don't have a lost wage, because you still got paid. But the way we look at it, you have now lost your chance to use that holiday pay or PTO for something else, unrelated to the accident. It's being depleted. So we want that back.

Property damage sits here too. Repair estimates from appraisers and inspectors have a number on them. So does a rental from Enterprise or Hertz or whoever you end up with. Out of pocket costs count as well. Your deductible is one, and that can run $500 or $1,000, and I've seen it as high as $2,000. Rideshare receipts for getting to medical appointments when you have no car count too.

These are the solid foundation of a case, because they're documented in black and white. It's easy for us to calculate and it's easy for the other side to see where the number came from.

Every day without your car is worth something

This is one a lot of attorneys don't do.

Sometimes, especially when the other side is disputing liability and not accepting that they're at fault, they'll refuse to fix your car. And if you don't have collision coverage under your own policy, you have no choice but to wait for them to accept liability.

Sometimes that takes months. Sometimes it takes years. And every single day you're without your car, it's adding value to that particular claim.

There has been a case where I filed a lawsuit just for the loss of use of the vehicle, because they didn't accept liability for almost a year. That one was tens of thousands of dollars.

A lot of times that stretch is when a client feels like nothing at all is happening on their case. Nothing is moving, nobody will commit to anything, and you're getting to work some other way for the eighth month running. Meanwhile that's eight months we should be putting a number on.

The 30 to 60 day clock inside GAP insurance

If your car is totaled and the payout is worth less than the balance left on your loan, because you bought the car when it was worth more or the salesman sold it to you too high, that shortfall is what GAP insurance covers.

There's a deadline buried in it that almost nobody knows about.

Once the accident happens, you have either 30 to 60 days, depending on what the GAP insurance contract says, to open and finalize the claim. If you don't send them all the documents they ask for within that window, they won't cover whatever is upside down and outstanding on your loan.

Then even after the total loss is figured out, all the money from the total loss goes to the lienholder, and you're still left with a bill and monthly payments.

That's a pretty crappy situation, and the whole thing is a paperwork problem, so we watch the GAP paperwork the same way we watch the medical side.

The car is fixed and it's still worth less

This is the one I think we might be the only firm doing.

The law on a basic car accident is that if somebody has hurt you and caused damages, they need to put you back in the place you were before the accident happened. They need to make you whole.

The insurance companies like to claim that when they fix your car, they've done that. It looks fine. They fixed it.

But when you go to CarMax or wherever else to sell it, now it shows you were in a car accident. Even if they fixed it immaculately and it was just a fender bender, that fact alone lowers the value of the car. A similar car that has never been in an accident is worth more.

So we get compensation for that too. We hire an expert to find out how much the car would have been worth without the accident and how much it's worth now because of the accident, and we ask for the difference. If we have to litigate it, we will.

Nobody sends you a bill for this one, so it does not occur to people to ask for it. But let's say your car would have sold for a certain number without an accident on its record, and it sells for less with one. That gap is money you are owed. We just have to go prove what it is.

How your day to day has changed

Non-economic damages are the things that can't be calculated economically. Pain, suffering, emotional distress. Those are the common words people use.

But it's more about how the accident has affected your day to day.

When we send out our settlement proposal letter, we talk to you first and make sure we capture how your lifestyle has changed. And even if the injury is not bad, you'll be shocked to see how much you've adjusted yourself. You think, I'm not in pain anymore. A lot of times it's because you changed the way you do things, so you are not feeling those symptoms, not using that muscle, not triggering it.

You can't really put a dollar amount on that. How much is it worth to have pain brushing your teeth for two minutes. How much is it worth to have trouble bending over the sink for 30 minutes washing the dishes.

But that's exactly what we take into consideration when we're working out what a case is worth, and it's a huge portion of the claim. It's also the portion a driver who was uninsured at the time of the crash loses entirely under Proposition 213, which is why the previous chapter spends so long on getting your coverage confirmed.

When punitive damages come into it

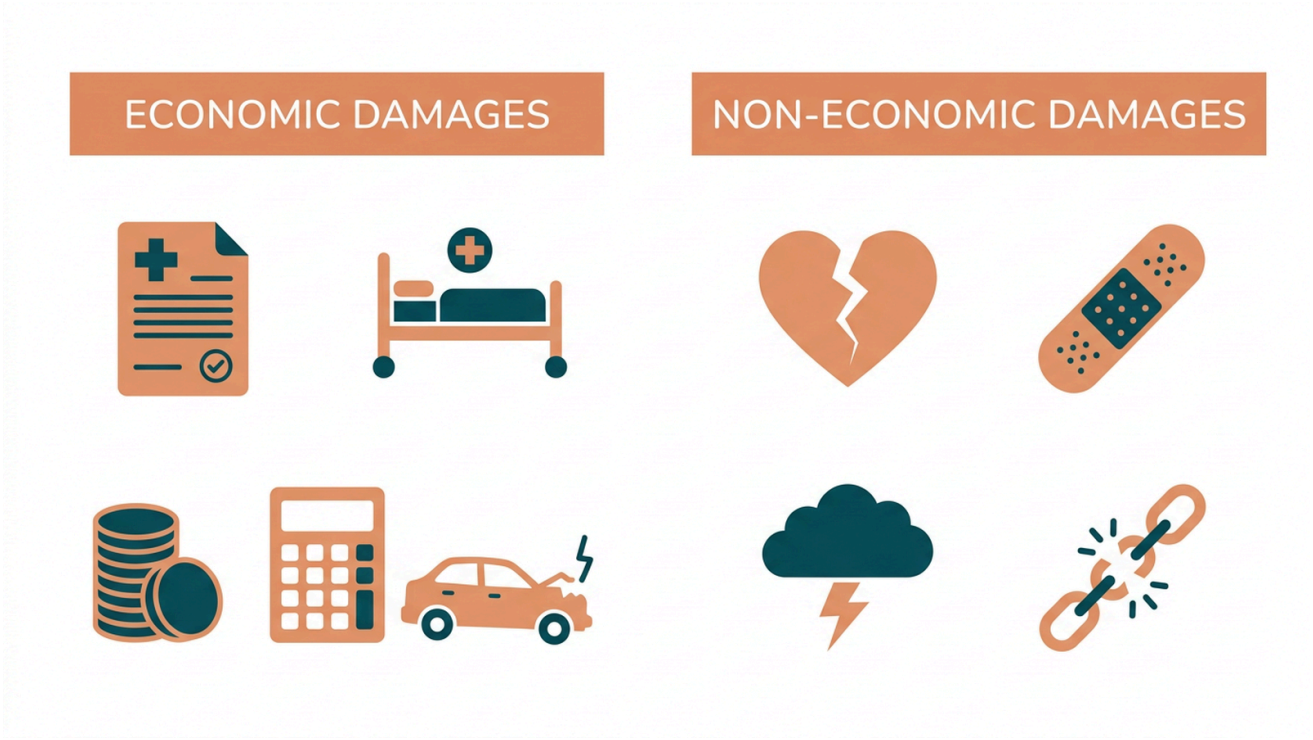
Punitive damages are there to punish the other side for doing something intentionally. The legal standard is oppression, fraud, or malice, and malice includes a conscious disregard for other people's safety.

The common ones are a hit and run, where the driver chooses to leave the scene, and driving under the influence, where the driver decided to get behind the wheel that way. These are more on the rare side.

> ***“I’ve had a case where the Uber driver kicked the passengers out and said, ‘you gotta go’ after the car accident… I think it’s because the clients were saying that the driver seemed to be smoking marijuana because there was a smell of marijuana from the car, and I think they were worried, so they kicked them out of the car and left them there.”***
>
> — DEBORAH SONG, ON A CASE THAT OPENED THE DOOR TO PUNITIVE DAMAGES

That’s the kind of conduct I think punitive damages are looking for. The accident was already over. Then the driver decided to put hurt people out on the side of the road. And it’s a separate pot of money from your own damages, because the point of it is to punish the employer and make them think twice about doing it again.

It also points at a wrinkle that standard car accident claims don’t have. In a rideshare accident the person who hit you was working. There’s a company behind them with its own policies and its own reasons for how it handles a claim.



A side-by-side comparison of economic damages against non-economic damages.

Common Questions

What types of damages can I recover in a car accident claim in California?

Three categories. Economic damages cover medical bills past and future, lost wages and property damage. That last one includes loss of use while your car is unavailable and the diminution in its resale value. Non-economic damages cover pain, suffering and emotional distress. And in rarer cases involving intentional conduct like a hit and run or a DUI, there are punitive damages.

What's diminution in value in a crash claim?

It's compensation for the fact that a car with an accident on its record is worth less when you sell it, even after a flawless repair. The insurance company says fixing the car made you whole. The day you go to sell it, you learn otherwise, because now the report shows an accident. We hire an expert to establish what the car would have been worth without the accident against what it's worth now, and we ask for the difference.

What's loss of use compensation, and when does it apply?

It applies when a client is without a working vehicle because the other side is disputing liability and there's no collision coverage of their own to fall back on. Every day without the car adds value to that claim. I've filed a lawsuit just for loss of use in a case where they didn't accept liability for almost a year, and that one was worth tens of thousands.

What's GAP insurance, and why does the timing matter after a total loss?

GAP covers the difference between a totaled car's payout and what's still owed on the loan. The contract usually gives you 30 to 60 days from the accident to open and finalize the claim. Miss it and they won't cover what's upside down, the total loss money goes to the lienholder, and you're left making payments on a car you no longer have.

Can I get compensated for lost sick days or vacation time I used after a crash?

Yes. You technically got paid, so there's no wage gap on the pay stub. But that sick pay, PTO or holiday pay is now depleted and you can't use it for something unrelated later. That loss belongs in the claim, and it's one people almost never think to raise on their own.

Chapter Reflection

The economic side of a claim mostly documents itself, because the paperwork already exists. Even there, loss of use and GAP have their own deadlines that people find out about the hard way.

For the non-economic side we sit down with you before the demand letter goes out and go through the week. What you stopped doing. What takes longer now. What you handed off to somebody else. Who does the grocery run, whether you can still get down on the floor with your kid, things of that nature. Usually people are surprised by their own answers.

08

CHAPTER EIGHT

The Tactics Insurance Companies Use to Pay You Less

I call it the triple D. Their goal in life is always to delay, deny, and defend themselves.

That's the job description rather than me being dramatic about it. An adjuster is not a neutral party weighing your claim on its merits, and when they behave the way this chapter describes they're usually not acting in bad faith by their own lights either. They're doing what they were hired to do, which is to pay out as little as the file allows.

Sometimes my staff will come to me holding a letter and say, oh my gosh, they're denying the claim, what do we do. And I tell them, I don't care. That's what they do. They just deny claims. It means we push, and we move forward.

You should know the plays before they get run on you. Here are the ones I see most.

> ***"Don't minimize your injuries. I know a lot of people they don't want to sound like they're being complainers... but don't minimize it because that only helps them. That only helps them, and it'll diminish the value of your case."***
>
> — DEBORAH SONG, ON WHY DOWNPLAYING INJURIES TO AN ADJUSTER BACKFIRES

Disputing liability by confusing their own insured

This one happens when there's nothing anchoring what happened. No police report, no dash cam, no video of anybody saying anything.

Sometimes the other driver is very forthcoming and truthful at the scene. Then the insurance company gets to them and asks, are you really sure that's how it happened. And the driver gets confused, and they say, you know what, I'm not sure.

At that point the insurer disputes liability. And any way they can put a percentage of fault on you, they will.

That reduces your claim directly. So let's say your case is worth $1,000. If they put 50 percent on you, now you can only recover $500. That's $500 just thrown out the window.

There's a related version they run without any help from their insured at all, which is the speed attack. They argue you were traveling too fast for conditions and could have avoided the crash if you had been going slower. It manufactures a comparative fault out of thin air. It has nothing to do with evidence. They just launch it, because now you're the one who has to prove you weren't speeding, and it is not obvious how you would do that.

The response window is where the phone rings

Once you send a settlement proposal letter, the insurer has a deadline to answer it. For a demand made before a lawsuit and within the policy limits, California law requires that deadline to be at least 30 days out when the letter is emailed. We like to give them 32 days, so there's no argument about timing.

A lot of times, if you don't follow up with them before that 30 day mark, they'll call you right on the deadline and say, hey, I can't give you a response, I'm missing this bill. When it was all there.

The counter is procedural and it's boring, which is why it works. About a week after the demand goes out, follow up and confirm. Ask whether they received everything and whether anything is missing, and get it in writing. If they say they have everything, then they can't turn around at day 30 and reset their own clock.

What happens to your demand inside their building

Here's the part that explains why documents genuinely do go missing sometimes, without anyone plotting it.

When you send off your settlement proposal letter with the medical bills, the medical reports, the lost wage pay stubs, the pictures of your injuries, things of that nature, it does not land on one desk. It gets separated when you email them. The billing department sorts the bills. The medical records department sorts through the records. Everything else gets sorted into different departments.

Afterward those departments draft up little memos, little reports, and hand them to the adjuster saying this is how much we think the case is worth. And then the adjuster does what the adjuster will.

Sometimes it's true that a bill got lost during that whole process. I don't assume bad faith every time something goes missing, because I have watched how many hands that package passes through. But it doesn't matter much which it was. The confirmation letter protects you either way, and that's the only reason to send it.

Why litigation does not stop the delay

People assume filing a lawsuit puts an end to the stalling. It does not, and the reason is structural.

Defense attorneys hired by insurance companies bill by the hour. Their goal is always to delay it as long as possible, because the longer they keep the case open, the more the attorneys can bill the insurance companies. The same incentive that shaped the adjuster's calendar before suit carries straight through afterward.

You see it in small, stupid ways. When you do trial prep, it's binders that fill up half a room, and you have to put them on trolleys and bring them to the court. And you have to coordinate with the other side and have them sign off on it, which is always a headache because they never like to sign off on anything. They don't want to agree to anything.

And then when you go to court and you say the other side didn't sign off on it, only we get chewed out. We're the only ones who get chewed out, because it's our case, so we're supposed to figure that out.

That's the environment. It's the reason I would rather build leverage early, out of records and evidence, than rely on how a conversation with an adjuster goes.

Here's a hundred dollars more

This is the subtlest one on the list and it's the one that sends people to a lawyer.

I hear it all the time. People always start off with, I never wanted to hire an attorney, I wasn't even thinking about hiring an attorney, but the insurance company is not listening to me.

That's always what it comes down to, the insurance company not listening. They throw a settlement offer out there, and the client says, but what about my treatment. But what about my pain. But what about this imaging I need.

And they say, no, yeah, here's a hundred dollars more.

But it does not answer the question. Just throwing money out there doesn't answer the questions and does not address their concerns. That pattern, more than the size of any single offer, is the real signal that you are not being heard.

The gap in treatment is their biggest one

Gap in treatment is a huge one. They use it not only to reduce the value of your case, but to deny your claim entirely.

Let's say your symptoms don't come up until a week later, and you go a week later. Now the adjuster is going to say, maybe you just slept wrong. Maybe you just went to the gym. Maybe you were just carrying something. They start making stuff up, because anything could have happened within that week, and that's their argument.

That's the practical reason behind everything in Chapter 2. Getting seen the day after, even with no symptoms, closes the whole line of attack before anyone gets to raise it.

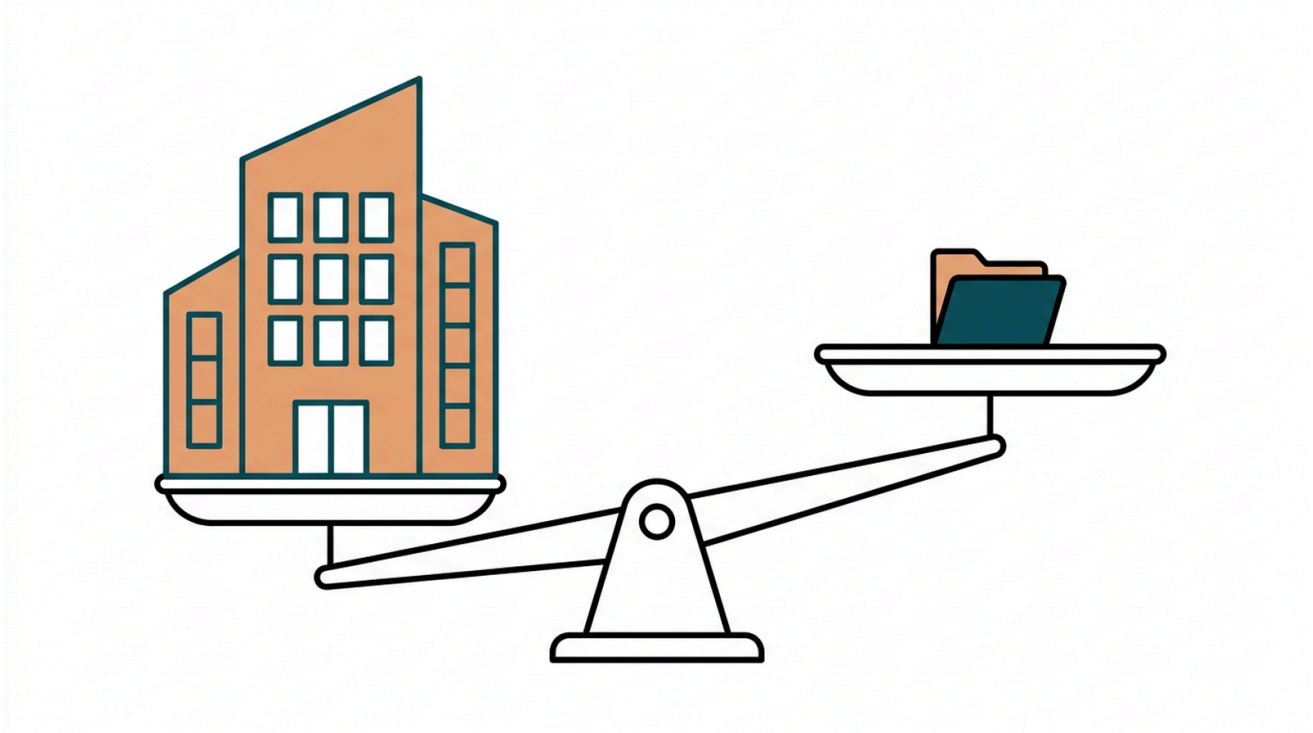
The gap does not only open at the beginning. Usually the urgent care will tell you to follow up with your primary doctor. Make that appointment and do everything they tell you, because the moment you don't listen to the doctor, the adjusters will say, okay, well, he is not hurt, that's why he didn't follow the doctor's instructions.

And there's a word they attach to you before any of this even starts. Soft tissue.

Soft tissue is verbiage insurance companies use, and they use it to put a minimal value on your claim. Never in my career, in my history, have I ever said our client has soft tissue injuries. Number one, you don't know that. And number two, saying it already puts a lower end value on the claim.

Most of the time they label it soft tissue right off the bat, unless the damages are pretty horrific, a totaled car, a rollover, a head-on. They're setting what are called reserves, which is the range of settlement they're going to authorize on that claim. The moment you agree that it's soft tissue, you're married into that lower tier.

So when the adjuster calls and asks what your current treatment status is, what your injuries are, what you're doing nowadays as far as treatment goes, a lot of firms just say, oh, the client is still treating. I think they believe it's bad to give information. It's the opposite, because vague tells the adjuster nothing, and nothing keeps you in the tier they put you in on day one.



A scale weighing an insurance company against an individual claimant, and the imbalance between them.

Common Questions

Should I minimize my injuries when talking to an insurance adjuster?

No. I know a lot of people don't want to sound like complainers or like they're whining. But minimizing only helps them. It diminishes the value of your case, and it makes it much harder to add things back in later, because now you're explaining why the story changed instead of just telling it.

Why does an insurer add a little more money to an offer instead of addressing my actual concern?

Because it's cheaper than resolving the concern, whether that's ongoing pain, imaging you still need, or treatment that is not finished. The client asks, what about my treatment, and the answer is, here's a hundred dollars more. That pattern is the clearest sign somebody is not being heard, and it's usually the moment a person who never planned to hire a lawyer picks up the phone.

Why do insurance companies delay responding to a settlement demand?

A settlement proposal letter within the policy limits has to give them at least 30 days to respond, and some of them use the whole window, then call right at the deadline claiming a bill is missing when everything was sent. Follow up in writing about a week after the demand and confirm they received it all. That closes the loophole before they can use it.

Does an insurer's delay tactics stop once a lawsuit is filed?

No. Defense attorneys hired by insurers bill by the hour, so the longer the case stays open, the more they make. That's the same incentive the adjuster had, carried into litigation. It shows up as small friction, like refusing to sign off on routine trial preparation paperwork, which costs them nothing and slows everything down.

Does it matter if I skip the follow-up appointment my urgent care doctor recommended?

Yes. Usually urgent care tells you to follow up with your primary doctor, and the moment you don't, the adjuster says you must not be hurt, or you would have gone. One visit followed by silence reads almost the same to them as no visit at all, because it leaves the same open question about whether you recovered or just stopped going.

Why does a delay in seeking medical treatment hurt a car accident claim?

Because a gap hands them room to say something else caused it. Maybe you slept wrong, maybe you went to the gym, maybe you were carrying something. Anything could have happened in that stretch, and that's exactly their argument. Getting documented right away, even with no symptoms, takes that away before anyone thinks to use it.

Chapter Reflection

None of this is a trade secret. Most adjusters are not villains and nobody is hiding a playbook. They're running a process that rewards paying less, and the process is repetitive enough that you can see it coming.

What you can't do is out-argue it in conversation. Delay, deny, defend doesn't stop because you explained yourself better on the phone. It stops when there's nothing left to dispute, which is a large part of why Chapter 6 says to let an attorney do the talking from the first call, instead of learning these patterns while they're already being run on you.

So when my staff walks in holding a denial letter, I tell them the same thing every time. I don’t care. That’s what they do. Go find the bill they say is missing, send it over again in writing, and keep moving.

09

CHAPTER NINE

The Evidence That Wins a Case in the Inland Empire

Objective is the key word in this chapter. Anything that's evidence outside of your mouth and outside of my mouth is what wins.

The Inland Empire is full of it. Freeways, local roads, residential streets, gas stations, corner stores, Ring doorbells on every other house. Most of the footage of your crash is sitting on a hard drive or an SD card somewhere right now, and most of it will be gone inside a week, because the storage loops over and writes new footage on top of yours.

So the whole game is knowing what exists, and moving before it does not.

> ***"If you're going to capture that, you have to do it within, I always say safely within seven days because those recordings, they automatically loop over."***
>
> — DEBORAH SONG, ON THE NARROW WINDOW FOR PRESERVING NEARBY CAMERA FOOTAGE

Corner stores, Ring doorbells, gas stations

There are a lot of cameras on California roads in general, whether it's the freeway or the local roads. People assume that means there's footage of their crash.

Those cameras are usually live footage. The ones along our freeways and major roads are mostly not recording anything at the time, at least not anything you could later go and ask for. You can watch the live feeds yourself on the Caltrans traffic camera network. It's usually used for a police chase, when they want to follow some kind of car somewhere and make sure they don't lose them. So the camera is there, but it is not capturing anything you can ask for later.

Local intersections are a different story. A lot of times those corner stores, or even Ring doorbells in a residential community, will capture the accident.

The first thing to do at the scene is look around you. If you notice there are any cameras, take a picture of the cameras. The lawyers will want to see where they are, so if we send out a private investigator we can show them the photo and say, that camera, go to that camera, ask them for the footage.

The bigger stores won't really cooperate. You may have to just be very nice and tell them the situation. You may even have to pay them something to get that footage, because they have no obligation to do it unless they're a good Samaritan who volunteers it. On a road like Hamner, where all the businesses are, there are usually plenty of options.

There's a local shortcut I use, and I'm giving it away because it works. If you've been in Norco a while, you normally know somebody who knows somebody. If you don't, reach out to the Norco Rotary Club. I'm the secretary there. A lot of the business owners are members, and we meet every Thursday morning at Polly's Pies on Hamner at 7:15. Somebody there will know somebody who probably owns one of those stores and can get you that footage.

Residential footage is usually easier, because the residents around here are very nice and more than willing to help you. Some of them are not so tech savvy. They may have had it installed by a grandkid, so don't be surprised if somebody hands you their phone and has you go find the clip yourself.

You have about seven days

Every one of these systems loops over, because nobody has infinite storage. I would say it's usually around seven days. Sometimes more, sometimes less. I gauge around seven days before it gets recorded over.

Some of our cases run up to five years depending on how intense they get. The footage is not going to be sitting in an SD card waiting for us that whole time.

If you can't get it in person inside that window, the answer is an evidence preservation letter. It notifies them, puts them on notice that this footage needs to be saved. We'll deal with it later, we'll grab it later, but at least save it right now, put it aside, because we may need it for litigation purposes.

Here's why that letter has teeth. If the defendant has footage and they choose to delete it even after receiving that notice, we can use that against them in court. It's called spoliation of evidence. They deliberately chose to erase it, and the jury can do what they want with that information. Preservation work like this is routine for a bicycle accident attorney or a pedestrian accident lawyer, where roadside camera footage is often the whole case.

And move faster than you think you need to. We had a client whose accident happened in a residential community, with all the houses facing the street, and one house caught the whole thing on a Ring doorbell. The owner was an older lady. When our client went over to ask her to share it, she told him the other driver had already come by and gotten a copy. She didn't really know how to use her app, and when our client went through it looking for the clip, it was gone. The defendant got to her first and deleted it.

It's sad, but it does happen. Which is why a polite, direct request on day two beats a perfect legal letter on day nine.

Commercial trucks almost always have footage

Commercial trucking companies install dash cams because their insurers incentivize it. If the company puts dash cams in their fleet, their premiums go down.

The reason that incentive is so strong is the size of what's behind it. When we're talking about commercial trucks, those policies are usually like a million dollars, against the $30,000 and $15,000 minimums an ordinary passenger vehicle carries under Chapter 4. With that much exposure on one claim, a carrier has real money riding on being able to show its driver wasn't at fault. So most of those trucks have dash cam footage, and that footage exists whether it helps them or helps you.

Getting the preservation letter to the right place is where people go wrong.

Go to the California Secretary of State website. Whatever the company name is on the registration or the insurance card, look that entity up. Click on it, and on the right hand side it will show what's called the agent for service of process. That's the specific person or entity legally designated to accept legal documents on that company's behalf, and that's the address the letter has to go to.

You can't just give it to anybody at the company. Let's say it was a Costco truck. You can't go to your local Costco and hand them the letter. It has to go to whoever has been legally designated to accept legal documents on behalf of that company.

Building the corroboration chain

Beyond footage, the useful list is short and practical. Witness statements are always helpful. Police reports can be helpful. Repair estimates can be helpful. And depending on how big your case is, the attorney will hire an accident reconstructionist, who takes the photos and videos of how the cars were positioned after the crash and determines how it happened.

That's another reason the scene photography in Chapter 1 pays off long past the first phone call, and it's exactly the kind of analysis that turns up the thin argument for shared fault described in Chapter 5. It's also the independent proof that matters most once a case gets disputed enough to land in front of the arbitrator or judge in Chapter 11.

The way I think about all of it's as a chain. A single link, one piece of evidence by itself, might be weak. But when you build a corroboration chain, it becomes unbreakable. You take the police report, layer it with scene photos, lock it in with video footage, back it up with an independent witness statement, and anchor all of it with medical records. The more links we have, the stronger it holds.

That matters because one of those links is weaker than people assume. As Chapter 11 explains, a police report is technically hearsay and can't simply be handed to a jury. An officer's own scene photos never come back with the report we order. Camera footage, witness statements, and your own photos and video don't carry that limitation, which is why moving on them quickly is worth doing even when a report already exists.

The cheapest insurance policy you can buy is a dash cam

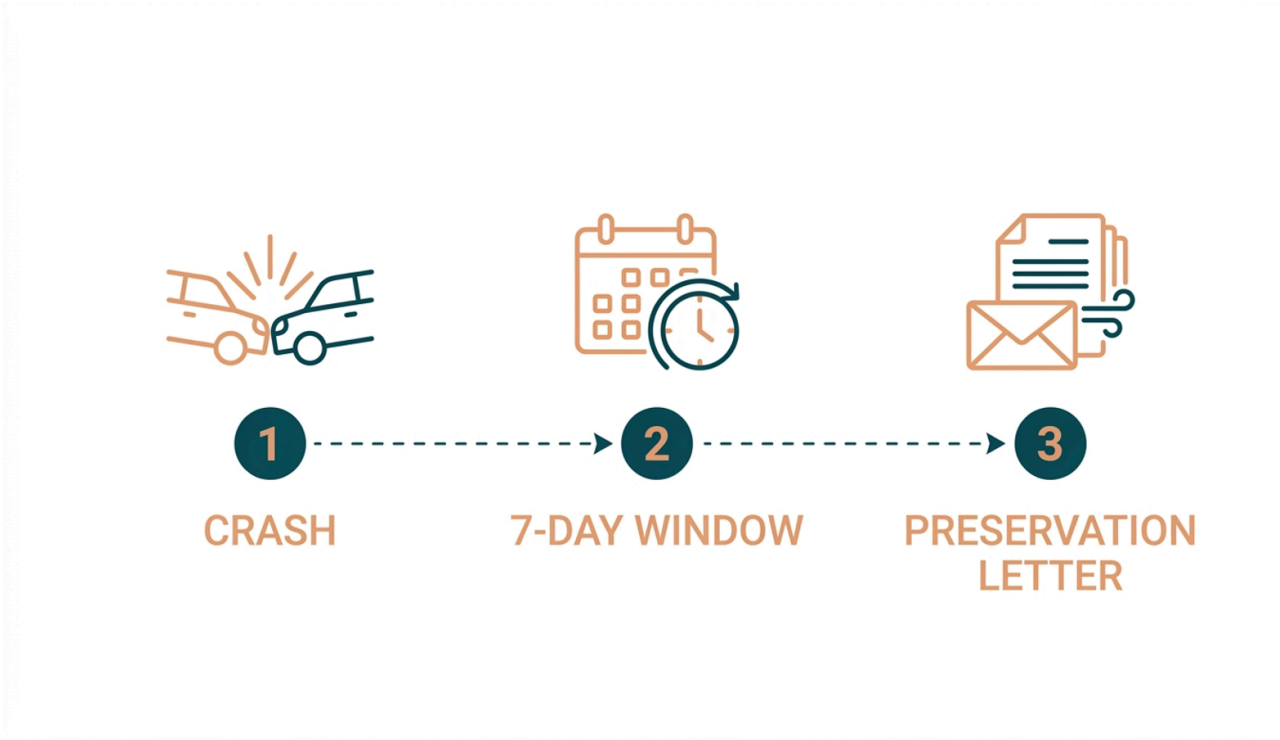
If you haven't been in an accident yet and you're just reading ahead, here's the one thing to do with this chapter.

Get a dash cam. You can get it on Amazon and it's so cheap, twenty or thirty dollars.

Make sure it comes with an SD card. A lot of these dash cams don't, and if it does not, buy the card and put it in. Otherwise there's no point in having it up there. It's recording nothing. It's the same as the live footage cameras on the freeways and the roads, a camera that is not capturing anything.

I always tell clients this, usually after the fact, when a dash cam would have saved us six months of argument. It is not going to help you this time, but if something happens in the future, it will protect you then.

And if you're reading this after the fact with no dash cam installed, the phone video habit in Chapter 1 is your substitute at the scene.



The seven-day window after a crash in which a preservation letter has to go out.

Common Questions

Do traffic cameras on Inland Empire freeways record footage of accidents?

Usually not in a way you can request later. Most are live footage, used for things like following a vehicle during a police chase, rather than continuous recorded storage. Nearby businesses and residential Ring doorbells are far more likely to have usable footage of your specific crash, which is why looking around at the scene matters.

How quickly do I need to request nearby camera footage after a car accident?

Safely within seven days. Those systems loop over automatically because the storage is limited, and once it writes over your crash it's gone. If you can't retrieve it yourself in time, an evidence preservation letter puts the owner on formal notice to hold it.

Why do commercial trucks almost always have dash cam footage available?

Because their insurers incentivize it. If a company puts dash cams in its fleet, its premiums come down. The stakes justify it, since commercial truck policies usually run around a million dollars against the $30,000 and $15,000 an ordinary car carries. With that much on one claim, the carrier wants footage proving its driver wasn't at fault.

What happens if a company deletes dash cam footage after receiving a preservation letter?

It becomes spoliation of evidence. They deliberately chose to erase something after being put on notice, and the jury can do what they want with that information. That's exactly why the letter goes out early and goes to the registered agent for service of process, not to whoever happens to answer the phone.

Chapter Reflection

Evidence out here doesn't wait for anybody to get organized. The footage loops, the witnesses scatter to get their kids, and the cars get repaired or hauled off to a salvage yard.

Everything in this chapter is the same idea told five ways. The proof exists for a window, the window is about a week, and somebody has to move inside it. Usually that somebody is you, with a broken car and a sore neck and no idea any of this clock is even running.

So before you leave the scene, look around and take a picture of every camera you can see. The corner store, the Ring doorbell across the street, the gas station on the opposite corner, things of that nature. Then hand those photos to somebody who can go knock on the doors this week.

CHAPTER TEN

10

Medical Records and Medical Liens - Building the Paper Trail

I believe my clients. When somebody tells me they're in pain, that's where I start.

The problem is that an insurance adjuster doesn't know you and has no reason to take your word for it. In a personal injury case you can't just say you were hurt. You have to prove it through an unyielding paper trail, and the trail has to come from somebody who has nothing to gain from your claim.

Somebody with nothing to gain has to write it down

A client can tell an insurance adjuster exactly how they're feeling, the pain they're experiencing, how it's affecting their day to day. And the adjuster won't just take their word for it.

> ***"It's not as strong of evidence as a third party neutral would be. That's documenting your symptoms and what you're saying, giving you a treatment diagnosis and giving you a treatment plan as well."***
>
> — DEBORAH SONG, ON WHY MEDICAL DOCUMENTATION CARRIES MORE WEIGHT THAN A CLAIMANT'S OWN ACCOUNT

A lot of times clients go see somebody they found off the newspaper, or they do treatment out of a person's house. And these people may actually be effective. They may treat you just fine.

But when it comes down to it, if they don't keep medical records, it's as if it didn't happen.

Your bills and statements showing that you paid somebody help fill in the gap a little. They show you went. But a receipt is just a receipt. There's no diagnosis on it, no treatment plan, nothing about what you told the person or what they did about it. Make sure you're going somewhere that's a medical facility, with an authorized healthcare professional who is going to put a record together. Urgent care, a chiropractor's office, a physical therapy clinic, things of that nature.

How a personal injury lien works

If you don't have health insurance, can't afford an urgent care visit, which is typically a little less than $200, and don't think you'll qualify for Emergency Medi-Cal, there's one more option.

It's called a personal injury lien. A medical lien.

> ***"You can think about it as CareCredit, I don't know if you are familiar with that. You go to these clinics and sometimes you can't pay for their services, so they'll allow you, I think vets have them a lot too, where you can't pay for your upfront payment of surgery for your pet, but it's like a credit card, right? And you open it up and then they can pay the providers, and then you just pay the credit card company back on a monthly basis... until your payments are fulfilled."***
>
> — DEBORAH SONG, DESCRIBING HOW A PERSONAL INJURY LIEN FUNCTIONS

A lien works like that, except you're not paying a credit card company back every month. You pay the doctor once your case is over.

So it's basically a piece of paper. It's an agreement between you, the doctor, and the attorney. The doctor is taking a risk by not taking upfront payment from you, not taking health insurance you don't have or that they don't accept, and not sending you to apply for credit. They're saying, this is a deferred payment plan, you can pay me after your case is closed.

They usually want an attorney involved because it gives them a little assurance. If an attorney has taken on the case, it's most likely a case that will result in their bills being paid back in full. They usually won't do it just between you and the doctor, because they don't have that kind of confidence in a person's ability to execute their own claim and get all the compensation needed to cover the bill.

The other thing a lien buys you is speed, and I think that's the part people underestimate. A lien is like a PPO health insurance type of plan. Let's say you need physical therapy. You don't have to worry about Medi-Cal taking five months to approve that visit. It's immediate. The doctor can execute the treatment you need and refer you out to whoever you need to be seen by right away, without a separate approval step in front of every appointment. If you need to start treatment now instead of in five months, that speed is the entire point of the arrangement.

An attorney also vets the doctor for you. If the case ends up needing a lawsuit and that doctor has to testify, we need to make sure they are not going to get cold feet and back out at the last minute. So before a lien starts, we want to interview the doctor and vet them the same way we would vet any other witness. Setting a lien up directly with a doctor nobody has vetted means finding out at the worst possible time.

The debt is still yours

After the case is over, your payment becomes due. And sometimes that means if the case didn't settle well, or it didn't pan out and recovered no compensation at all, you're still liable for that debt. It's still services the doctors provided you.

That's why I think of personal injury liens as a last resort. Use your own health insurance first. Pay out of pocket if you can. Apply for Emergency Medi-Cal if it might fit. The lien is there for when none of those work. Just go into it knowing it's a debt with your name on it.

The lien doctor is producing the same third party record any other doctor would. So even if the case doesn't pan out, you got the treatment and the records exist. The bill is still there, though.

There's also more than one kind of lien. If a doctor treated you and never got paid, that lien is basically an IOU. Your health insurance company can put one on your case too, and that one works differently, because they already paid the bill and they want it back out of what we recover. Otherwise it would be a windfall, and they'll say, wait a second, you didn't pay for that, we did. Whether that one can be negotiated down depends on the language of the policy and the law governing that plan, and it's a real part of the job.

Treatment shouldn’t stop the day the case settles

A lot of times attorneys will just cut off the client’s treatment when the case settles, especially if they were treating on a lien. They stop the treatment, the case is over, they give the client whatever compensation and send them on their way.

I feel like that’s cold, and it also doesn’t really wrap things up very nicely.

If a case settles for the maximum compensation available before a client has finished their medical treatment, we always make sure they’re still set, that they have options, and that they know what those options are going forward. And we make sure the bills are all paid.

By the time the case is over and closed out on our end, the client should have nothing left to worry about. They can move on with their life, put this all behind them, and get past the trauma from the accident and the recovery.

Those bills, by the way, are part of what your case is worth. They’re the documented medical bills that feed the economic damages calculation in Chapter 7, whether the treatment was paid for by insurance, by cash, or by a lien.



A stack of medical records and billing statements, the documented floor of a damages demand.

Common Questions

What's a personal injury lien, and how does it work in California?

It's an agreement between you, the doctor, and the attorney that lets a provider treat you without upfront payment, and get paid once your case is over. Think of it as a deferred payment plan. Providers usually want a lawyer involved, because an attorney taking the case signals it's likely to recover enough to pay the bill in full.

Am I still responsible for medical bills under a personal injury lien if my case does not settle well?

Yes. After the case is over, the payment becomes due, and if the case didn't pan out you're still liable for that debt, because those were services the doctors provided you. Those are like a last resort for me, behind health insurance and paying out of pocket.

Why would an attorney want to vet or interview the doctor before starting a personal injury lien?

Because if the case needs a lawsuit, that doctor may have to testify. We want to make sure they are not going to get cold feet and back out at the last minute when it counts. Arranging a lien on your own with a doctor you like skips that screening entirely.

Does treatment just stop once my case settles if I've been treating on a lien?

It shouldn't, although some firms handle it that way, and I think it's cold. If a case settles before treatment finishes, we make sure the client is still set, knows what their options are, and that every bill is paid out of the settlement. The case is not closed on our end until there's nothing left for them to worry about.

Chapter Reflection

If a provider doesn't keep records, then as far as your claim goes, that treatment didn't happen. A lot of people find that out too late.

So the one decision that carries the most weight here is where you walk in, and who writes down what they find. Use your health insurance if you have it. Pay out of pocket if you can. Apply for Emergency Medi-Cal if it might fit you. And if none of that works and somebody puts a lien agreement in front of you, have an attorney read it before you sign it.

CHAPTER ELEVEN

11

How Fault Gets Decided, and Why the Inland Empire’s Two Counties Differ

A claim does not get decided in a vacuum. It gets decided by the evidence that happens to exist, by which of our two counties you were in when it happened, and if it goes far enough, by which judge your case lands in front of.

That last one is a lottery, and I'm only half joking when I say it.

Most of this chapter is about things you don't control. I'm putting them in the book anyway, because knowing them explains why two people with the same crash can have completely different experiences, and because a couple of them you can steer at the scene if somebody tells you in advance.

Who gets to decide fault

Fault is determined by evidence. Police reports, witness statements, physical evidence, meaning the pictures and videos of how the cars ended up positioned when the accident finished. And sometimes expert analysis, where an accident reconstructionist takes all that information and says, this is how the accident happened.

Now here's the misconception I correct most often. Nobody at the scene has the final word.

The responding officer records observations and writes his or her opinion, and that opinion is not legally binding on anyone. The insurance adjuster assigns a fault percentage to protect their company's bottom line, which is nothing more than a biased negotiating position. The other driver has a version. All three of those are positions, not rulings.

The only entity that can officially and legally assign these percentages is a jury in a California Superior Court, Riverside or San Bernardino out here. Until a jury puts those numbers on a verdict form, the comparative fault percentages stay entirely negotiable, based on the strength of the evidence we bring.

Which brings up the thing about police reports that surprises people.

> ***“The police report itself is legally what’s considered hearsay evidence. So it’s not admissible when it comes to court. If you were going to go to trial, cannot submit the police report and let the jury have at it and read it. But when it, even if the police report is not admissible, it’s still very helpful.”***
>
> — DEBORAH SONG, ON THE POLICE REPORT’S REAL EVIDENTIARY WEIGHT

You would have to bring in the police officer, and the officer would state what they remember about the accident and what they put in their report.

So the report is a strange document. It can’t be handed to the jury, and outside the courtroom the insurance companies treat whatever it says as gold. As long as you are not put at fault on it, it’s very helpful, because it stops the other side from claiming the accident happened some other way.

I’ve seen situations where the insurance company still says your client is at fault even with the report against them. It happens. It’s rare. In a situation like that you just file suit, move into the litigation process, and get the compensation that way.

It’s also worth remembering why officers get it wrong sometimes. They arrive long after the crash. The cars have often already been moved. Witnesses couldn’t wait that long. They’re working from brief fragments of physical evidence and two conflicting stories, and they are not performing a true accident reconstruction the way an expert would. It gets worse when a client’s first language is not English, and the officer ends up saying, I understand the other guy better, his story makes sense. Then the report comes back not in your favor, and we overcome it with independent witnesses, dash cam and surveillance footage, and if the case supports it, a reconstructionist.

The two counties are genuinely different

Which county the crash happened in decides which agencies investigate and which court handles the case if it goes into litigation. It also changes something much more immediate, which is whether anybody comes out at all.

If it's San Bernardino County, more likely than not the police are not going to come out. I think it's just the crime rate over there. It's very high, so a lot of times they won't show up. And even when they do make a report, it takes a very long time for the department to produce it, because they're busy dealing with other things.

So in San Bernardino, it's very important that you say you're hurt. If you have to, call the ambulance and ask them to send the paramedics. Sometimes that helps get police out, and then they'll come and do the report.

Riverside, I think, is a lot better when it comes to that. But you still most of the time need to say that you're injured, or they won't come out.

Inside Riverside County there's another layer that only matters if you're around here. In Norco, a lot of times the Riverside Sheriff will come out. I have also seen a lot of reports filed by the Jurupa Valley Police Department, and I prefer the Riverside County Sheriffs. Jurupa Valley takes a long time, and there are no real time estimates on when a report will be ready. We've waited until infinity and beyond for a report that ultimately never comes. That's a problem when you're trying to resolve a liability dispute in a he said, she said situation.

So if you can, call the Riverside Sheriff's Department. You can pull it up on your phone and Google it, or call 911 and they'll transfer you. And if you're on the freeway in Norco, the 15 or the 91, that's CHP jurisdiction and a highway patrol officer writes the report.

The judge you draw changes the case

Once you file the lawsuit, you get assigned a judge. Which judge you get, I would say, is effectively random.

> ***"It's like a lottery. So if you file the lawsuit, you get assigned a judge. And depending on that judge, even though the judges are supposed to be neutral magistrates... there's things that we know about some judges and they have these internal biases... it'll change the trajectory of the case and which direction to go."***
>
> — DEBORAH SONG, ON HOW THE ASSIGNED JUDGE AFFECTS CASE STRATEGY

When we go to our hearings, we get a kind of good idea of where they stand. And depending on that, we make a determination and say, you know what, this is a case we need to settle, or this is a case I think we might win at trial.

This is the clearest example in the book of something you have no control over that genuinely affects your outcome. It's also the reason experienced representation matters most after the adjuster stage, once a case is in litigation, rather than during the phone calls at the beginning.

The lottery also explains why all of this takes so long, and the arithmetic is worth seeing.

In California you have two years to file a lawsuit. Sometimes a client is still treating right around that two year mark, and we haven't even talked about negotiating the case, because we don't know what it's worth while they're still treating. So we file suit just to preserve the statute of limitations in Chapter 12.

Two years have already gone by, and the client is exhausted. For us, two years is more like two weeks. It goes by very quickly. For them it feels like a very long time.

Then you get into litigation and it multiplies. We have such a big backlog in California, because everybody sues everybody for whatever, that when you ask the judge for a trial date they'll typically give you one about two years out. So the client has already done two years and now they have two more. That's four years.

And there are always opportunities to settle at any time. But a lot of the game these insurance companies play is seeing who blinks first. Sometimes that means getting all the way to trial before the case settles for what it's worth.

Trial prep is intense. Binders that fill up half a room, loaded onto trolleys, hauled into court. You park a mile from the courthouse, walk in, and then the case settles. The first three times that happened to me I was so deflated. After that I learned it's just part of the game. They have to know you're serious. If they sense you are not, they'll keep lowballing until they realize this is really going to trial, and then they fold.

When you have to arbitrate against your own insurance company

Not every fight over value goes in front of a judge or a jury.

When you have a dispute with your own client's insurance company, you are not allowed to sue them the way you sue a defendant driver. Inside that long contract you signed when you bought your policy, there's something called an arbitration provision. Basically it says, if you have any problems with us and you don't agree with how we handled your claim, you have to sue us behind closed doors.

That's by design. If these disputes went in front of juries, you would see every insurance company out there buried in lawsuits, and it is not a good look for them.

So it happens behind closed doors. We hire a retired judge, called an arbitrator, to be the trial judge at the end of it. Instead of a trial date you get an arbitration date, and your case is in the hands of one person.

Here's how one of those went.

Our client's own insurance company offered nothing. They said he had been made whole, that he had already gotten enough compensation from the other side, and there wasn't a penny more they would give. We disagreed, so we went to arbitration.

The arbitrator showed up about 30 minutes late, frazzled, putting on his jacket, looking like he had just gotten out of bed. It wasn't a good start, and I was a little concerned that he wasn't taking the case seriously and had forgotten about it.

During the arbitration I cross-examined one of their doctors, an expert the insurance company had hired to explain why all of our client's medical treatment was unnecessary and that he should have been fine with a little chiropractic care. And I got that doctor to admit things that

were in favor of our client, which is really rare, because they're paid by the insurance companies not to help our clients. It was a big moment for me.

But he didn't rule from the bench. It is not like a trial where the jury comes out and tells you the result right then. He took it under submission and said he would give us the results in a month. There was no court reporter. Nobody was recording it. So there was no way for him to go back and check anything. It was just him trying to remember what happened.

The client still ended up walking away with a pretty good chunk of compensation. It wasn't ideal, and we weren't able to collect the additional funds from the underinsured motorist coverage that I thought the evidence supported.

What I took from it is that justice is not always done just because you do all the right things and say all the right things. There are so many different variables that can affect the way a case plays out. It's a gamble, and it's really based on who flinches first. Hopefully you pick the right arbitrator. We'll probably never pick that one again.



The two counties this chapter compares: Riverside and San Bernardino.

Common Questions

How is fault decided in a crash claim in the Inland Empire?

By evidence. Police reports, witness statements, physical evidence like the photos of where the cars came to rest, and in complex cases an accident reconstructionist's analysis. The county also decides which agency investigates and which court hears the case. And the only body that can officially assign fault percentages is a jury, not the officer and not the adjuster.

Is a police report admissible as evidence in a California car accident trial?

No. It's legally considered hearsay, so you can't submit it and let the jury read it. The officer has to come in and testify about what they remember. Outside the courtroom, though, adjusters treat it as gold, which is why it's still worth having even though nobody on a jury will ever see the document itself.

Do San Bernardino County and Riverside County handle crash police response differently?

Yes. In San Bernardino, more likely than not the police are not going to come out, and when they do the report takes a long time to produce. Say clearly that you're hurt, and ask for paramedics if you need to, since that often brings an officer. Riverside is a lot better, though you usually still have to say you're injured.

Does it matter which judge is assigned to a car accident lawsuit in California?

It can. Assignment is effectively a lottery once suit is filed. Judges are supposed to be neutral magistrates, and there are things we know about some of them. We get a read at early hearings, and that read changes whether a case is one to settle or one to take to trial.

What happens if you have a dispute with your own insurer over an underinsured motorist claim?

Your policy almost certainly has an arbitration provision, which means you sue them behind closed doors instead of in front of a jury. A retired judge hired as an arbitrator decides it alone. Strong evidence still moves the needle, and I've gotten an insurer's own hired expert to make admissions helping our client. But there's often no court reporter, so the whole thing rests on one person's memory a month later.

Chapter Reflection

Almost nothing in this chapter is yours to decide. Not the county, not the responding agency, not the judge, not whether the arbitrator slept well.

What’s yours is the evidence, and that part performs the same in Riverside as it does in San Bernardino, in front of a good judge or an indifferent one, with a jury or with one retired guy in a conference room.

So when people ask me what an attorney is for, this chapter is most of my answer. Somebody has to have built the file already, before you ever find out which county, which agency, which judge. By the time you know any of that, the footage has looped over and the witnesses have moved.

CHAPTER TWELVE

12

The Deadlines That Can End Your Case Before It Starts

A claim can fail for reasons that have nothing to do with who caused the crash or how badly you were hurt. It can just run out of time.

I have watched it happen to people who were doing everything right. Still treating, still talking to the adjuster in good faith, no idea a clock was running underneath the whole conversation.

There are five different clocks in this chapter. Two years, six months, 45 days, 30 days, and 24 hours. None of them wait for you to finish recovering, and none of them announce themselves.

> ***"Generally, you have two years from the date of the accident to file a lawsuit. If you miss the deadline, you lose your right to sue... even if you are in the middle of, let's say, negotiating your case... they had zero obligations to pay you anymore."***
>
> — DEBORAH SONG, ON CALIFORNIA'S TWO-YEAR STATUTE OF LIMITATIONS

Negotiating does not pause the two years

Generally you have two years from the date of the accident to file a lawsuit. Miss the deadline, and you lose your right to sue.

And if you lose your right to sue, even if you're in the middle of negotiating your case, even if you're right around the time of settling and going back and forth a little bit, they have zero obligations to pay you anymore.

Whatever offer was on the table can be taken off. There can be zero recovery for you, and whatever you were doing is gone.

Some of them do that deliberately, because a delay is not always incompetence. Dragging a settlement toward that two year mark is a strategy, and then little did you know you just lost all your right to recover anything.

Here's how that plays out in practice on our end. Sometimes a client is still treating right around the two year mark, and we haven't even talked about negotiating the case, because we don't know the value of the case while they're still treating. So we file suit purely for the purpose of preserving that two years, and then we continue on with whatever we were doing.

I want to name what that feels like from the other side of the desk, because it is not a small thing. For us, two years is more like two weeks. It goes by very quickly. For a client it feels like a very long time, and this is usually the first time they've been through anything like it. Learning after two years of treatment that your case now has to become a lawsuit just to stay alive is exhausting on top of an injury that was already exhausting.

So I explain the filing decision up front, in plain terms, instead of letting somebody find out halfway through their treatment that a lawsuit quietly became necessary.

When a government entity is involved, it's six months

Claims against government entities like Caltrans or a city have a six month deadline. And this is the part people get wrong. It's a six month deadline to file a claim with that entity, not to file the lawsuit.

A lot of times these get complicated, because first you have to figure out who owns the thing that hurt you.

Let's say you have a case against public bus transportation here in the city of Norco. Who owns the bus? Which city is it? Usually these city buses go everywhere. You have the Riverside Transit Agency, the RTA. You have the county of Riverside. You have the city of Norco. You have the Department of Transportation of California.

So even if you're not sure, file it with all of them. File the claim with every potential entity within that six months. That's the same instinct behind the SR-1 in Chapter 3, and it's the right instinct every time a filing window is involved.

Here's the punishment for guessing wrong. Once you mail that claim, the entity has 45 days to respond. And if they realize you filed with the wrong place, they may wait until that last day to send you a letter saying you filed in the wrong place. Now you just blew your statute, because you filed at the last minute and there's no time to file it anywhere else.

I always send it with tracking, so I can calculate the 45 days precisely from the day they received it rather than guessing.

Then the second clock starts. If the entity denies the claim, and if they're nice they'll send you a letter saying denied, you have six months from that date to file the lawsuit. If they never send you a written rejection, that six month clock never starts, and you have two years from the date the claim arose instead. Do not read silence as a shorter deadline.

So with government entities, everything is shortened and you have to move quickly. If there's any chance a city bus, a Caltrans truck, or any other government vehicle is involved, calling an attorney is urgent rather than routine. Working out whether the responsible party is a city, a county, a regional transit authority or a state agency is not a thing you want to be learning on month five.

The extension for minors

For someone under 18 at the time of the accident, the clock moves the other direction.

Usually the parent or guardian is the one to file the claim, negotiate, and settle the case on the child's behalf. That's because legally, even at 17 and a half, a minor can't enter into a contract, so the parent signs.

But if the parents are not involved and the injuries are significant, the law allows the injured person two years from the day they turn 18. So the day you turn 20 is the last day you can file a lawsuit on an accident you had while you were a minor.

That extension exists for the same reason the limitation existed. The thing that stopped them from filing was a legal disability, so the clock waits until the disability is gone.

The 24 hour rule after a hit and run

This is the shortest clock in the book, and almost nobody knows about it.

If you're the victim of a hit and run, there are three things California law requires before your uninsured motorist coverage will pay. First, the other car has to have actually made contact with you or your vehicle. If somebody runs you off the road and never touches you, that coverage generally doesn't apply, no matter how badly you're hurt. Second, you have to report it to the police within 24 hours. Third, you have to give your own insurance company a sworn statement within 30 days.

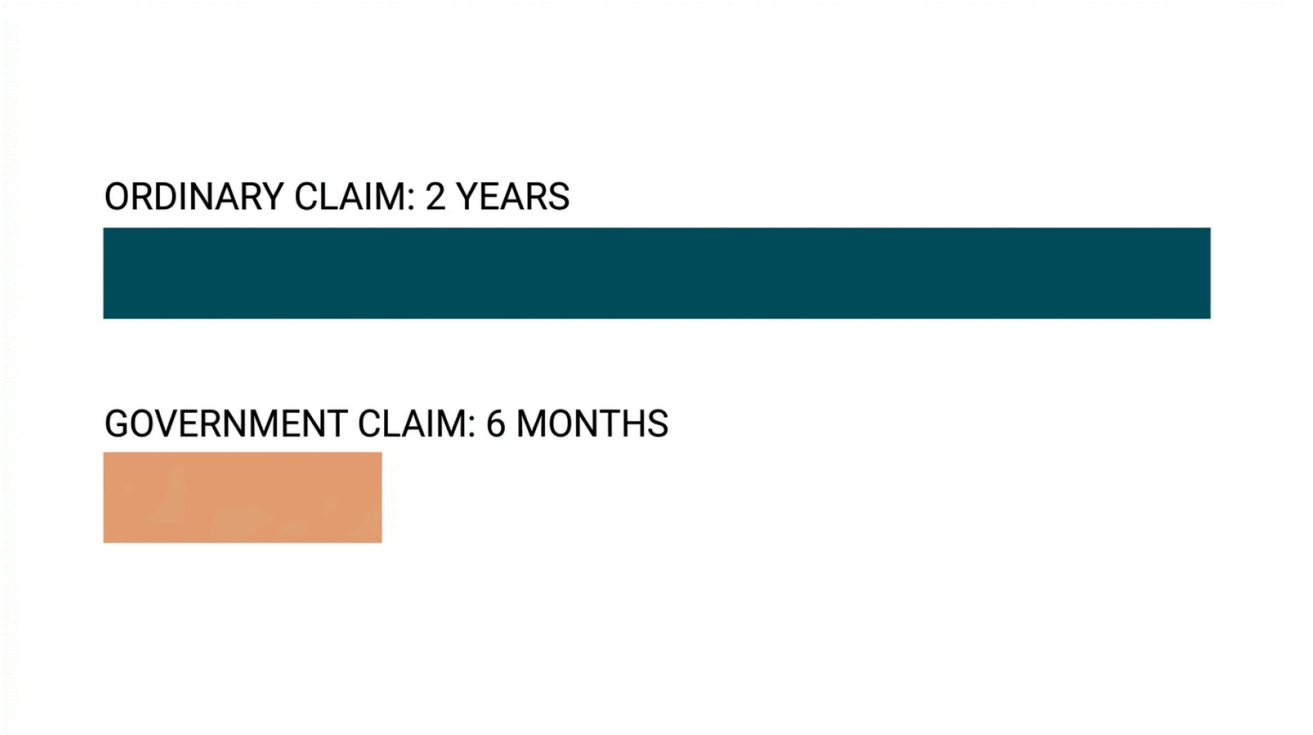
Those conditions come from the statute, so they are the same at every carrier, Mercury included. Uninsured motorist coverage is what protects you when the other side can't be identified, or when they just don't have insurance at all. Let's say they forgot to pay their bill that month, so they have no coverage. It covers you there too. It's the same uninsured and underinsured motorist coverage from Chapter 4, triggered here by somebody who fled instead of somebody who carried too little.

The way it pays is worth understanding, because it's better than people expect. Your own insurance company pays out on your claim. Then after they pay, they go after the other party and get their money back. So you never have to find or collect from the driver who ran. Your policy makes you whole and your insurer takes on the job of chasing the other side, which is why this coverage still protects you against a driver who could never have paid a judgment anyway.

The reason for the 24 hour rule is fraud. They don't want people causing accidents on their own and claiming injuries, or backing into their own wall and saying it was a crash. Their logic is that if you called the police and the police came out and investigated, more likely than not it's a real legitimate claim. Somebody committing insurance fraud is not going to invite the police over.

Missing the 24 hours can end the claim. It's written into the statute, and courts have treated it strictly. I had one situation where the client didn't file within 24 hours and we still won in arbitration, but that turned on the specific facts of that case, and it's not something you should count on. Don't put yourself in a position where you need an exception. Call the police, make a report, and then contact your insurance company and give them the report number.

And if the crash involved a motorcycle accident or a truck accident, where injuries tend to be worse and the coverage questions get more complicated, make the call early.



Two very different deadlines: two years on an ordinary claim, six months to present a claim when a government entity is involved.

Common Questions

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

Generally two years from the date of the accident. Miss it and you lose the right to sue permanently, no matter where negotiations stood. An insurer that was actively discussing settlement with you has zero obligation to pay once that window closes, and any offer on the table can come right back off it.

What's different about filing a claim against a government entity, like a city or Caltrans, after an accident?

The window is six months, and it's six months to file a claim with the entity, not to file a lawsuit. They then have 45 days to respond. If they reject the claim in writing, you have six months from that notice to file the lawsuit. If no written rejection ever comes, the lawsuit deadline is two years from the accident, not six months after day 45. Identifying the right entity is genuinely hard, so we file with every plausible one.

Does the statute of limitations work differently for a minor injured in a crash?

Yes. Usually a parent or guardian files and settles on the child's behalf, because a minor can't legally enter into a contract, even at 17 and a half. If that does not happen and the injuries are significant, the two years run from the day they turn 18, so the day they turn 20 is the last day to file.

What should I do if the other driver in my accident does not have insurance or flees the scene?

If the driver fled, call the police and report it within 24 hours. For a hit and run, California law also requires that the other car actually made contact with you or your vehicle, and that you give your own insurer a sworn statement within 30 days. Those conditions come from the statute, so they apply at every carrier, Mercury among them, and missing the 24-hour report can end the uninsured motorist claim outright. If the other driver stayed but has no insurance, the hit-and-run conditions don't apply, and the claim goes to the same uninsured motorist coverage on your own policy.

How does uninsured motorist coverage actually pay me if the at-fault driver can't be found?

Your own insurance company pays out on your claim first. Then they go after the other party themselves and get their money back. You never have to locate or collect from the missing driver yourself, which is the whole reason this coverage protects you against somebody who fled or who never had a dollar to pay a judgment with.

Chapter Reflection

Five clocks, five different lengths, and not one of them tells you it started.

That's what makes deadlines different from every other risk in this book. An adjuster's tactic you can recognize and push back on. A thin evidence file you can go strengthen. A missed deadline offers you nothing, because by the time it's obvious, it's already finished.

So my rule across all five of them is the same, and it is not a lawyer's rule, it's a rule for anybody. When there's a filing window and any doubt at all, file. Nobody has ever been hurt by filing something they didn't strictly have to file.

13

CHAPTER THIRTEEN

When to Call a Lawyer, and the Mistakes That Cost People Their Cases

I say this constantly, and I'm going to say it here too. Call an attorney.

Not because every case needs one. Plenty don't. But because an attorney does this thing for a living, they breathe it in and out, and whatever information you think you have, they can see so many different possibilities around it. You take that education and then you decide whether to hire somebody or handle it yourself. At least you should know what your rights are.

It's free. That's the part people don't believe until they do it.

This chapter is about when to make that call, what it costs if you do hire somebody, and the mistakes I watch cost people their cases, most of which happen before anyone ever picks up a phone.

> ***"I think you should seriously consider hiring an attorney before talking to any insurance company. But if, even if it's a situation where it's not a case that the attorney wants or it doesn't fit their criteria of their firm, of what they're looking for whatever reason, it's a free consultation. So at least you'll get legal advice as far as moving forward."***
>
> — DEBORAH SONG, ON THE RIGHT TIME TO CALL AN ATTORNEY AFTER A CRASH

Call before you talk to any insurance company

Anytime before talking to an insurance company, you should consider talking to an attorney. Especially before opening up the claim, because it's nice to have the attorney do it for you so you don't have to worry about saying anything that might hurt your case.

If it's a case they want, they'll tell you to sign up. If it is not, they'll tell you that too, and they'll usually point you somewhere else.

And if an attorney is honest, a lot of times they'll say, hey, you might not need our help for this, you might be able to do it on your own, rather than take you on and charge you a fee just for the sake of it.

Don't get discouraged if one firm passes. Call around. Some attorneys only take catastrophic cases. Some don't have the resources for a particular matter. Some other attorney might look at it and say, you know what, I like this case. If you put 10 attorneys in one room and ask them one question, they'll all have 10 different answers. The only annoying part is you'll probably have to repeat everything each time, because they'll all ask you the same questions.

The incentives here are not adversarial, and I would rather say that plainly than have you guess at it. Attorneys are designed to maximize your recovery, because the more they can get for you, the more they're getting for themselves. It's a win-win situation.

And here's a small tell worth knowing. If an attorney is trying to get you to hire them, that's usually a good sign about your case. It means they see compensation worth their time and their energy. If they take it but tell you there are obstacles to overcome, take the obstacles seriously, because that's probably not something you're going to get past on your own.

When somebody calls, the first thing I look at is probably the date of the accident.

Sometimes people call and say they got into an accident and it was a year ago, and I get a little worried. My worry is what has already been done on their end without any attorney guidance. Any kind of statement you make to an insurance company gets used against you whenever they can. If there's anything you've said and they can twist it, they'll twist it.

So when an accident happened a long time ago, I do worry about what has already been said, how the car was fixed or not fixed, and above all whether the treatment has been consistent.

We believe our clients. A client will tell me they're feeling this and experiencing that, and that's all good and dandy. But these insurance companies want proof. They want to see you had treatment, that it was consistent treatment, and that you were putting in the effort to get better.

Fresher is better. But an older case is not automatically a lost cause. I took on a case that was over a year old because she had been going through her health insurance the whole time, treating, doing everything she needed to do, and trying to avoid having an attorney.

Most clients are like that. They don't want to cause trouble and they don't want to cause issues. And sometimes that can actually be a disservice to them, and a benefit to the insurance company, when they try to lay low and minimize everything they're going through because they don't want to burden anybody.

The way I see it, we're just asserting our rights and getting everything that's owed to our clients. It's owed to them. So we take it and we give it to the clients.

What a contingency fee costs

Part of why the consultation is low risk is the fee structure behind it. Personal injury attorneys in California work on contingency, which means no upfront fee and no payment unless the case recovers.

Typically attorney's fees in California on personal injury cases are 33 and a third. If it goes to litigation, ours goes to 40 percent.

A lot of firms out there raise it to 45 depending on how deep into the litigation they get, and 50 if it goes to trial. I have actually seen firms raise their fees after three months from the date of loss, which is pretty gnarly, because most cases don't resolve in three months.

That rising percentage is also why the negotiation-versus-litigation decision is a real decision and not an automatic one.

For me, when an insurance company lowballs and the gap feels too wide, I have to take into account that our fees do go up to 40 percent. If we're only a couple thousand dollars apart, it's probably not worth litigating. You're incurring, let's say, $500 just to file the lawsuit. Then another couple hundred dollars to hire a private investigator to go serve it, and then the whole litigation process for many months after that. And at the end of it the client sits through a deposition that could be anywhere between four to seven hours long.

No need to cook them through all that over a couple thousand dollars. It has to be worth it.

When the gap is big enough, that math flips, and that's when filing suit beats accepting a lowball offer. The mechanics of what happens next are in Chapter 11.

If you do file yourself, let somebody look at it first

If you end up filing without representation, there's a middle ground I use with clients.

File the claim online through the carrier's own portal instead of talking to a live agent who can trick you on the spot. And as you're going through the prompts on your phone, send me a screenshot, so I can see what you're putting in before you submit it.

It’s a small habit and it takes two minutes. It exists because an insurer’s forms and phone scripts are built to collect information efficiently, not to protect you, and a second set of eyes catches things you wouldn’t know to look for.

When a case needs more than one firm

An honest attorney also knows when a case needs more than their own office can put behind it.

When I was younger and had a case I didn’t feel I had the resources to handle, I would refer it out to the big trial attorneys, the ones who are famous in our world. And I started noticing a pattern. They always portray this image, that they help the underdogs and take cases all the way to the end, and that’s why they try cases and get all these verdicts.

But when it came down to the case itself, if there was anything that looked like a blemish on it, they wouldn’t accept it. They get all those verdicts because the case is perfect and wrapped in a bow and there’s nothing complicated about it. Naturally they take it, try it, and win. If it’s complicated, they don’t.

So I got turned down by a lot of those attorneys. The one I continue to work with is a lawyer named Grayson Goodie, out in Malibu.

Sometimes it is not about knowledge at all, it’s about resources and manpower. And the client only benefits from it. You end up with a team of attorneys on your case. It means the attorneys have to split the fees, and I think that’s better. You have to do what’s right by the client. You can’t be greedy and keep a case for yourself just because it’s a great case. If it’s going to be litigated, it needs to be in the right hands.

The five mistakes that hurt a claim most

Number one, not seeking prompt medical care.

Number two, missing deadlines, like filing the SR-1 or the government claim in time.

Three, giving recorded statements to insurance companies, or telling them you’re at fault when you didn’t think that’s what you said. If you say it in a way where they can cut and paste it to sound like an admission, they will.

Number four, failing to document evidence.

And number five, delaying medical care because you can't afford it. That one is the hardest, because it's completely understandable and it still hurts you. Even though you're genuinely going through it, if there's no third party documenting it in your medical records, it gives the insurance company an out to start poking holes and say something else could have happened during that time.

Always try to use your health insurance or pay out of pocket first. If you can't, and it's going to cause a delay in care, talk to an attorney and have them find you a doctor who treats on a personal injury lien.

Stay off social media while the case is open

Don't post. If you're somebody who likes to post, then private your account.

Let's say somebody you don't recognize tries to follow you or send you a friend request. There's a very good chance it could be the other side. Don't add them, and don't let them follow you.

Beforehand it does not affect things much. It matters when you go to litigation, and specifically after your deposition, because they'll hire a private investigator to start following you around.

During that deposition you may have testified that you can't do something anymore because of the accident. The moment you say that, they'll hire somebody to follow you around and catch you doing that exact thing. Then they bring it into court and show it to everybody. You have just told the jury you can't do this anymore, and they say, oh, is that so, and play it.

The investigator also digs through your social media. If your account is private, they can't really dig through it.

What a deposition involves

Since it keeps coming up, here's what one is.

A deposition is a recorded interview that the other side's attorney does. Sometimes in person, though after COVID most of it's on Zoom. They sit there and drill you for anywhere between four to seven hours, asking all these million questions about the accident, about your injuries, and about how those injuries affect your day to day.

People get nervous. People don't want to go through that. People get panic attacks.

That's why we talk to clients about the deposition well before it happens, and it's also why I gauge whether somebody can handle one at all. Based on the relationship we build during a case, I can usually see whether they're going to be able to do it. And if they are not, then regardless of what I think the case is worth and what I think we should do to get proper compensation, pushing them through it can hurt their mental and emotional health. That's a big no-no for me.

There was a situation where we had an offer around 50 grand, and in my head I said, this case is worth a hundred. I talked to the client about going through litigation and what it entailed. And she said absolutely not. So I told her plainly, if that's the case, we won't be getting what I think you deserve, we'll be leaving money on the table. And she was okay with that.

As long as a client is well informed, knows what path A versus path B versus path C means and what the end result looks like, and they're happy with the choice, then I'm happy. And of course we still get the most we can within that circumstance. We scrape off as much as we can without adding the burden onto them.

How much control you keep over your own case

Hiring an attorney does not mean losing your voice in your own case. Every client is different, and we keep them in the loop as much as they want to be kept in the loop.

Some people, typically engineers or accountants, are very into the details, the nitty gritty. They want to know everything. They want to know our strategy, why that strategy, and how it compares to a different path we may or may not take.

Then there are clients with more of an anxiety type of personality, who are more worried about things, and that's why they hired us in the first place. They're freaked out and overwhelmed and they don't like all this information being spewed at them at one time. With those clients we're more tactful, and we give them the significant updates, the moments where they need to make a decision or know the next step.

The shape of that first conversation depends on what's actually worrying you. If your car is in a tow yard and you have to move next week, the conversation is not going to be about your medical treatment, even though that matters too. It's going to be about fixing that problem first.

Then it usually goes like this. Okay, that means your options are A, B and C. If you go option A, these are the pros and cons. Option B, these are the pros and cons. Option C, same. I recommend option A because of X, Y and Z. What are your thoughts?

And you always want to hear their thoughts. Most clients are calling because they have no idea and they trust you. But they can only trust you if you spend the time to care and listen.

One more thing, and this is why some people end up in my office in the first place. We take on cases where a client was already represented, and the reason they're looking is that they reached out and nobody responded. Clients hate being left in the dark, and I understand that, because this is the first time they're going through it.

A lot of the bigger firms have case managers handling day to day communication, and those case managers have a ton of cases to manage. So it becomes impossible to communicate. Either way, the client feels like their case is not being worked on and their questions are not being answered.

I think the client should always know what's going on, what to expect, and when to expect to hear from us next. If your case has gone quiet, that's reason enough to get a second free opinion somewhere else.



An empty Inland Empire road at dusk with a single set of skid marks leading off the roadway.

Common Questions

When should I hire a crash lawyer in the Inland Empire?

Anytime before you talk to an insurance company, and especially before opening the claim. The consultation is free even if the firm ends up passing on the case, and an honest attorney will tell you directly when your situation is simple enough to handle on your own rather than sign you up for the sake of it.

What are the most common mistakes that hurt a car accident claim in California?

Not seeking prompt medical care. Missing deadlines like the SR-1 or a government claim. Giving a recorded statement to an insurer. Failing to document evidence. And delaying treatment because of cost, which is understandable and still creates a gap an adjuster will use to argue something else caused the injury.

Should I post about my car accident on social media?

No. Private your account, and don't accept a follow or friend request from anyone you don't recognize, because it could be the other side. After a deposition they may hire a private investigator to follow you and catch you doing the exact thing you testified you couldn't do, and they'll also dig through whatever your profile shows publicly.

How much does a personal injury lawyer actually cost in California?

Contingency, so nothing upfront and nothing unless the case recovers. Typically it's 33 and a third in California, and ours goes to 40 percent if the case goes into litigation. A lot of firms out there raise it to 45 depending how deep into litigation they get, and 50 at trial, so it's worth asking exactly where a firm's number lands.

What actually happens at a deposition in a crash lawsuit?

It's a recorded interview run by the other side's attorney, usually on Zoom since COVID, and it can run four to seven hours. They drill you about the accident, your injuries, and how they affect your daily life. We prepare clients for the length and the format well ahead of time, because getting surprised by it's what makes people panic.

Chapter Reflection

Everything in this book comes down to a handful of small decisions made early, usually by somebody who is frightened and sore and has never done any of this before.

Take the photos before anything moves. Say you're hurt. Get seen the next day. File the form. Then say less on the phone, keep the appointment, and make one call.

None of that takes a law degree, and none of it is really about winning. When I think about a case that went well, I don't start with the number. I think about a client who has closure, who can move on and put it behind them, and who used whatever they recovered to get on with their life. One young client told me he was finally taking his mom on a trip. That's what a good outcome looks like from where I sit.

I came back to the Inland Empire because the people here weren't being represented the way I was trained to represent them in Orange County. That's still the reason. Whether you call our office or somebody else's, please call somebody before you talk to an insurance company. It costs you nothing, and it's the one move in this entire book that you can still make today.

Frequently Asked Questions

What should I do first if I'm in a car accident in the Inland Empire?

Make sure everyone is safe, then document the scene (photos and video of where the vehicles came to rest) before anything gets moved, if it's safe to stay put. Call the police, get medical attention even if you feel fine, and exchange complete details with the other driver, including a photo of their license plate and the back of their vehicle.

How is a truck accident claim different from a regular car accident claim in the Inland Empire?

Commercial vehicles usually carry much higher insurance policies and often have dash cam footage built in, which can be requested through the company's registered agent for service of process. The firm's truck accident practice covers the added complexity these cases carry beyond a standard two-car claim.

Does this book apply if I was hit while riding a motorcycle in the Inland Empire?

The claims process described in this book (fault determination, comparative negligence, filing deadlines) applies the same way to a motorcycle collision, though motorcycle injuries are often more severe, which is part of why Song's case example in Chapter 5 involved a motorcyclist. The firm's motorcycle accident practice addresses the specific evidence and injury patterns in these cases.

Is a free consultation with Empire Law actually free?

Yes. The first consultation is free, whether or not we end up taking the case.

Does the claims process in this book apply to a pedestrian accident in the Inland Empire?

The core mechanics (fault determination, comparative negligence, insurance minimums, filing deadlines) work the same way for a pedestrian struck by a vehicle, though the evidence and injury patterns differ from a two-car collision. The firm's pedestrian accident practice covers those differences in more depth.

Does this book apply if I was hit by a car while riding a bicycle?

The claims process is the same: fault gets established the same way, the same insurance minimums and comparative negligence rule apply, and the same filing deadlines run. The firm's bicycle accident practice covers the evidence and injury patterns specific to a cyclist struck by a vehicle.

What if a car accident in the Inland Empire results in a death?

The same reporting, fault, and insurance rules covered in this book apply, and the SR-1 form is specifically triggered by any death, not just an injury above the property-damage threshold. Wrongful death claims carry their own additional considerations beyond an injury claim, which the firm's wrongful death practice addresses directly.

Conclusion

If there's one idea that runs underneath every chapter of this book, it's that a car accident claim is decided less by the severity of the crash and more by what happens in the days and weeks that follow it. The photos taken in the first few minutes. The medical visit scheduled the same day, even without symptoms. The SR-1 filed before the ten-day window closes. The claim opened with short, careful answers instead of a full explanation nobody asked for. None of these require a law degree. All of them require knowing, ahead of time, that they matter.

The conversation this book is built from wasn't recorded with a book in mind. It was recorded because Song believes people in the Inland Empire deserve to understand this process before an insurance adjuster explains it to them on the adjuster's own terms. That's what the Inland Empire Injury Law podcast exists to do, episode by episode. This book preserves one of those conversations in a form a reader can return to chapter by chapter as their own claim develops.

If you or someone you love has been in a crash anywhere in Riverside County or San Bernardino County, Empire Law offers a free consultation to talk through what happened and what the next step should be.

Final Takeaways

1. **The first few minutes after a crash matter more than almost anything that follows.** Documenting where the vehicles came to rest, before anything moves, creates evidence that can't be recreated later.
2. **Get medical care the same day or the next day, even if you feel fine.** Adrenaline delays pain for hours. A documented gap in treatment is one of the easiest things an insurance adjuster can use against a claim.
3. **California's SR-1 form is due to the DMV within ten days, separate from any police report.** Missing it risks a license suspension.
4. **California's minimum insurance limits, $30,000/$60,000/$15,000, are often too low to cover a serious crash.** Your own underinsured motorist coverage, alongside medical payments coverage, is a real protection worth carrying, and carrying insurance on the day of a crash is also what keeps Proposition 213 from stripping your general damages. Opening a claim with your own insurer, which is how the other side confirms what you were carrying, doesn't raise your premium on its own.
5. **Pure comparative negligence means you can recover even if you were mostly at fault.** A case that looks like a clear loss may still be worth pursuing.
6. **Say less, not more, to any insurer, including your own.** Short, factual answers protect a claim better than a full explanation.
7. **A claim covers more than medical bills and repairs.** Economic damages (including loss of use while your car is unavailable and GAP insurance on a total loss), non-economic damages, and, in rarer cases, punitive damages, and even a car's reduced resale value, can all be part of a complete claim.
8. **Insurers use predictable tactics: disputing liability, delaying settlement, and pointing to any gap in treatment.** Recognizing them in the moment is what keeps them from working.
9. **Evidence has a shelf life.** Camera footage loops over in about a week. A preservation letter is the tool for stopping that clock when you can't retrieve footage yourself in time.
10. **California usually gives you two years to file a lawsuit, but a claim against a government entity is due in six months, and the rule shifts for minors.** Missing any of these deadlines can end a case regardless of its merits.

11. **Most personal injury lawyers work on contingency, usually around 33.3 percent, rising if the case goes into litigation.** A free consultation costs nothing whether or not the firm takes your case.
12. **A dispute with your own insurer over underinsured motorist coverage often goes to private arbitration, not a jury.** Strong evidence still matters there, but the outcome rests more heavily on one person's judgment than a courtroom case would.

Appendix

Sources Referenced in This Book

- California Department of Motor Vehicles, SR-1 accident report requirement
- California Vehicle Code Section 16000, the statute underlying the SR-1 reporting requirement
- California Civil Code Section 3333.4 (Proposition 213), restricting recovery of non-economic damages for uninsured motorists
- California Code of Civil Procedure Section 335.1, the two-year statute of limitations for personal injury actions
- California Government Code Section 911.2, the six-month claim-presentation deadline against public entities
- California Code of Civil Procedure Section 352, tolling of the statute of limitations during minority
- California Penal Code Section 632, California's two-party consent requirement for recording a conversation
- California Secretary of State Business Search, used to look up a company's registered agent for service of process
- Cornell Law School's Legal Information Institute on hearsay, the evidentiary category a police report falls into
- California Department of Health Care Services on Emergency Medi-Cal, the coverage option for accident victims without insurance

About This Book

Filing a Car Accident Claim in the Inland Empire was adapted from recorded episodes of the Inland Empire Injury Law podcast. The chapter spine comes from Episode 4: How to File a Car Accident Claim in Inland Empire w. Deborah Song, the comparative negligence material in Chapter 5 from a later episode on California's fault rule, and the About the Author section from

Episode 1: The YOU Interview with Deborah Song together with Empire Law's verified attorney records. The California statutes, agencies, and deadlines this book refers to are cited in the list above.

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