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Disclaimer

"This book is not intended as a substitute for legal advice..."

Although I am a lawyer who has devoted his entire career to helping injury victims, I am not your lawyer – at least not yet. It would require us signing a contract for legal representation. The contents of this book are for information purposes only. Downloading/purchasing, receiving and/or reading this book does not create an attorney-client relationship between us (you, the reader, and me, the author).


Most automobile collisions, tractor-trailer crashes, and injuries from dangerous property are complex. They involve many legal issues and questions. The successful resolution of these cases for maximum value depends on the unique facts and circumstances of each case, especially those involving catastrophic or substantial injuries. That's why this book is not intended as a substitute for the legal advice of a competent, qualified attorney with substantial career experience in personal injury law. If you or a family member become injured at the fault of another, you should consult an attorney for specific legal advice and representation. If you wish to consult with me about your case, you may visit www.RockyLawFirm.com.

Chapter 1: Opening Statement

I learned many of the life lessons I now use to help my clients while growing up near Buffalo Trail in Morristown Tennessee, a small town about 35 miles east of Knoxville. At Central Point Baptist Church, my grandmother taught me what to value and the order in which I should value it: faith first, family second, friends third, and finances fourth.

My dad worked as a millwright. My mom was an aide for Head Start. We lived paycheck to paycheck. I watched my parents work hard for what little they had. They overcame obstacles and made ends meet. By their example, I learned that if you work hard, you can make it.

On August 5, 1988, when I was 15, my dad, Larry McElhaney, injured his low back at work. He filed a workers' compensation claim, but the insurance company would not pay or provide



“Dad fought against the textbook-case stall tactics and miles of red tape put in place by a greedy insurance company.”

timely medical treatment. Dad had a family to support. He was left with no choice but to return to work, facing constant pain and the risk of further injury. It took three years for him to finally get the surgery he needed.

Every day, I saw the stress on Dad's face grow as he struggled to deal with that pain and the financial strain as the bills began to pile up. For over three years, Dad fought against the textbook-case stall tactics and miles of red tape put in place by a greedy insurance company which wrongfully refused to give him the benefits he deserved. Despite his efforts, eventually, we lost our house.

He was worn down and out of ideas, but Dad refused to give up. He hired a lawyer to help him fight. At first, the insurance company continued to refuse to accept responsibility, denying they owed Dad anything. But Dad's lawyer was experienced, and with his help, we finally got justice.

That was the moment I decided to become an attorney—to fight for people the way that lawyer fought for my Dad and my family.

I didn't have much money for school, but I had core values from my grandmother to guide me and my parents' lessons of the value of hard work. Supported by that foundation and driven by my determination succeed, I fought my way through college and four years of night law school,

graduating with honors in 1999.

My reward has been the joy and satisfaction of spending the last 20 years passionately fighting for people like you—hard-working, faithful, family oriented—who have been hurt through no fault of their own. It is my life's calling.

I decided to write this book for all of you moms and dads out there suffering from the lash of a serious injury you didn't ask for. You never wanted the other driver to run that red light, or to pull out in front of you, or to slam into the rear of your stopped car on the interstate. You never asked for the large retail store to let that heavy merchandise fall from a shelf on you, for the parking lot to maintain an unmarked curb, or for your neighbor's deck to collapse.

No matter how you were injured, it was against your will and without your permission. But here you are, injured and out of work with medical bills piling up. Life is going on around you. The kids must eat breakfast and get to school, the clothes must be washed, and the light bill has to be paid. And who is going to fix your car? How will you pay the medical bills, co-pays and deductibles? I get it. I understand. I lived it as a kid.

To make things worse, an insurance company for the person or place that hurt you and disrupted your life has assigned an adjuster to your claim. That person may be making your life more difficult instead of making it easier. You are being asked to sign documents, give statements and turn over private information. Above all, you are being asked to trust the insurance adjuster whose loyalty is to the insurance company and not to you. You should not. Please know that you should not.

If you decide to tackle the resolution of your case alone, you are in peril. In simple terms, you have been drafted into a game with unfamiliar rules. On the other hand, you are facing the insurance company which is an expert in those rules and has a whole team of in-house lawyers and doctors, investigators, adjusters and claims handlers, all working against you. Their goal is to pay you as little as possible to settle your case. They all receive constant training on methods and techniques to get you to settle quickly and cheaply. I am glad you found my book and hope you use it as a resource to help you avoid an unfair outcome for your claim.

This book is a guide to handling your own personal injury case, if you so decide. Chapters 3 and 6 of this book focus on things you must know about insurance adjusters--their tricks and the secrets he or she will keep from you. Chapter 7 describes common mistakes injured people like you often make when handling their own cases, so that maybe you can avoid them. Chapters 4 and 5 discuss how to get your medical bills paid and your car fixed.

While all the information is accurate at the time the book is published, the law changes quickly. The rest of the book will help you decide if you really want to take on the billion-dollar insurance company alone or bring in an experienced personal injury lawyer to join your team to level the playing field. If you decide to look for a personal injury lawyer to help you, Chapters 10-15 offer guidance on choosing the right Tennessee automobile accident or personal injury lawyer.

What you are going through is very unfortunate. It is not your fault. And it is ok to fight back.

“What you are going through is unfortunate. Remember, this is not your fault. And it is okay to fight back.”

Chapter 2: Do I have a personal injury case?

Personal injury law is a type of civil law. A personal injury claim compensates victims of accidents. These accidents can be caused by many types of things: automobile collisions, tractor trailer wrecks, medical negligence, social wrongs, invasion of privacy, or defamation of character.

The plaintiff in a personal injury lawsuit is the person who is injured. In cases where an accident results in the death of the victim, the plaintiff is the representative of the deceased person and their estate (everything they own). The defendant in a personal injury claim is the person whose negligence caused an injury or loss to the victim.

Personal Injury Law: a type of civil law where claims are made to compensate victims of accidents or social wrongs.

Plaintiff: the person claiming injury or a representative of a deceased person who was injured.

Negligence: failure to behave with the level of care that someone of ordinary prudence would have exercised under the same circumstances.

Negligence has a specific definition under the civil law. It is the failure to behave with the level of care that someone of ordinary prudence would have exercised under the same circumstances. The behavior is usually an action or actions but can also be an omission or a failure to act as in a case where there was a duty to act.

Stated another way, negligence occurs when someone does something reasonable people would not do or when someone fails to do something a reasonable person would and their action or non-action causes injury to another.

The main elements of negligence you need to prove in a personal injury claim are:

- The defendant at fault owed a duty of care to you.
- The defendant failed to meet their duty of care towards you.
- The direct cause of your losses or injuries was the action of the defendant.
- Your damages resulted from the at-fault person's actions.

While the legal duty of a person may vary depending on where you live (your jurisdiction) and the circumstances in question, people are obligated to do everything in their power to avoid accidents. For example, drivers should not text and drive or operate vehicles while drunk, retail stores should have dry floor surfaces that have no debris that could cause a customer to slip and fall, doctors should provide skilled care within the recognized standards of medicine, and pharmaceutical companies should not market unsafe drugs. If you have been injured by the negligence of another, you may very well have a personal injury case. Here are some of the most common types of personal injury cases:

Car Accident Cases

Car accidents spur the most personal injury cases in the United States. When an accident happens, it is usually because someone isn't following the rules of the road or driving as carefully as he or she should be. A careless driver can (usually) be held financially responsible for harms and losses stemming from a car accident. The financial payments typically come from the automobile liability insurance companies you see advertise on TV all the time, like State Farm, Allstate, Geico, Liberty Mutual and Farmers. There are numerous types of auto accident cases (see Figure 1 on the previous page).



Medical Malpractice

Medical malpractice claims can arise when a doctor or other health care professional fails to provide competent and reasonably skilled care, and a patient is injured as a result. This includes cases where patients are hurt due to nursing home abuse and prescriptions incorrectly filled by pharmacies. Medical malpractice cases are some of the most complex. The claims are subject to restrictive and complicated laws passed by state legislatures in nearly every state. The so-called tort reform laws do two things: (1) protect the doctors and (2) make it harder for injured patients to seek justice.

Slip and Fall Cases

Slip and fall cases are another very common type of personal injury case. Property and business owners have a legal duty to keep their premises reasonably safe and free of hazards, so that people who are legally on the property are not injured. When proper precautions are not taken to maintain a safe premises, accidents are bound to happen.

Failure to install handrails, use signs to inform the public of a wet floor, improper painting and signage of steps, curbs and ramps, failure to repair defects in concrete, tile and asphalt like potholes, and other construction errors are examples of negligence. Of course, not all injuries that occur on a property will lead to liability. The exact nature of a landowner's legal duty varies depending on the situation and according to the law in place in the state where the injury occurred. Slip and fall injury claims are usually based on premises liability laws.

Other Types of Personal Injury Cases:

Here are additional examples of other types of personal injury cases that occur with relative frequency in Tennessee.

- Dog Bites
- Burn Injuries
- Industrial Explosions and Fire
- Swimming Pool Accidents and Drownings
- Day Care Negligence
- Carbon Monoxide Poisoning
- Eye Injuries
- Liquor Liability/Dram Shop
- Sexual Abuse
- Bullying
- Defective and Dangerous Products

Chapter 3: Can I trust the adjuster?

Can I trust the insurance adjuster? No. The only correct answer to that question is, NO! We have all seen the TV advertisements where America's largest and richest insurance companies pay millions of dollars to present themselves as caring and compassionate. You know the slogans:

"You are in good hands with Allstate"

"Like a good neighbor, State Farm is there"

"Nationwide is on your side"

In real life, based on my 20 years of experience as a personal injury attorney, these campaign tag lines could not be farther from the truth. The truth is that the job of the insurance adjuster, who works exclusively for the insurance company, is to pay you as little as possible for your property damage or personal injury to close your file. Forever. This is true even if you have a totally legitimate claim and a serious personal injury. The more money they pay you, the less money the company makes.

In order to get you to settle quickly and cheaply, the insurance adjuster is trained to use several tricks against you. Remember from Chapter 1, you are playing a game to which you do not know the rules. The purpose of this chapter is to highlight for you some of the dirty tricks the insurance adjuster may use on you. Be aware of these:

1. Failing to Communicate

Unless they've read this book, most people who've been in an accident have a lot of questions at the start of their claim process. They want to know things like, "who can I speak to regarding my claim? Will my vehicle be repaired? Can I get a rental car? Who will pay for my medical treatment?"

While an adjuster may be able to answer some of these questions, they may not want to. You may have trouble getting in contact with your adjuster. If the difficulty is repeated and ongoing, it is intentional.

Adjusters who repeatedly fail to answer or return your phone calls are hoping that you will get so frustrated, you simply give up. They approach the claim process like a war of attrition. They try and wait you out.

The adjuster knows that once you reach your breaking point, it will be much easier to sell you on tells them, and their experience proves, that if the adjuster can make the claim process incredibly slow and frustrating, you will prefer to just put the whole event behind you and move on.

2. Sending a Settlement Check

This is another effective tactic many adjusters use. In this approach, the injured party has received little to no communication from the adjuster. Then one day, out of the blue, a check arrives in the mail. The check amount is low, but often, the injured party believes the small check is the only money they are able to recover from the claim, so they can cash the check.

And just like that, with the cashing of that check, their claim is officially settled, and the adjuster can close his or her file. Meanwhile, the injured party is stuck with only a minimal amount of money to put towards vehicle repair, rental car expenses, lost wages, and ever-growing medical bills.

3. Acting like Your Friend

In my opinion, one of the nastiest tricks adjusters employ is convincing an unsuspecting injury victim that the adjuster is looking out for the victim and wants to do all he or she can to make

things right.

Adjusters can be very convincing. They are friendly to you, and you respond with friendliness to them. It's human nature to feel a bond of trust with people whom you like and who seem to be doing all they can to help you out. Having lured a victim into a false sense of security, the adjuster can easily convince the victim that the adjuster fought hard for them and that the settlement they're offering is the best they're going to receive.

“Remember, the insurance adjuster has but one job: pay you as little as possible...”

Remember, the insurance adjuster has but one job: pay you as little as possible for your property damage and personal injury as he can. In the eyes of the insurance company, the less the adjuster pays you, the better he or she is doing their job. No matter what they tell you or how friendly they seem, you must remember: the adjuster works for and is paid by the insurance company. The adjuster is not your friend.

4. Denying Even Legitimate Claims

According to the American Association for Justice, the country's largest and richest insurance companies reward their adjusters and claims handlers for denying even legitimate claims.

Over the course of my career, I've seen adjusters deny claims for a variety of illegitimate reasons. I've seen them deny entire claims by falsely alleging the insurance policy of the person or place that injured my client had lapsed, only to discover, after some investigation, that every payment was made in full and on time. Sometimes adjusters even deny the at-fault party ever had coverage with them in the first place. Other times, the adjuster will deny just part of a claim, refusing to pay for a new motorcycle helmet or baby car seat after a crash or rejecting lost wage claims.

If adjusters refuse to deny valid claims, many insurance companies fire them. Knowing those are the likely consequences, many adjusters will, and the adjusters are aware of the consequences.

5. Telling You That You Don't Need a Personal Injury Attorney

“A Lawyer? Why would you need a lawyer? We can settle this thing between ourselves.”

Your claims adjuster and insurance agent may well be very friendly, personable individuals (see number 3), but they work for the insurance company's best interests, not yours. Do not be fooled.

The insurance company keeps an army of lawyers on their payroll. And their duty, along with the adjusters', is to see that you get as little as possible for your claim—or better yet, nothing at all.

If an adjuster or insurance agent ever tells you that you do not need a lawyer of your own, do

not believe them. They don't want you to get a lawyer because then it will become a fair fight. They'll have to face an opponent that knows and understands adjuster tricks and the law. You may very well need someone on your side who is fighting for your best interests and to get you the maximum compensation possible.

Chapter 4: Who will pay to fix my car?

When your car is damaged in a crash, it is called “property damage”. Tennessee has specific property damage laws to protect and compensate you for property damage losses. Generally, you are entitled to have your vehicle repaired, if it can be repaired, or replaced, if it is deemed a total loss.

In most cases, the insurance company of the person that caused the crash and the damage to your car or truck will pay for the repairs or the total loss. The insurance company is usually the one that gets to decide if it is economically reasonable to repair the vehicle or total it out.

How does the insurance company decide a car is “totaled”?

If the estimated cost of repairing your vehicle will be equal to over 70% of your vehicle’s book value, the insurance company generally deems your car a total loss. If repairs costs will likely be under 70% of the book value, the insurance company will usually pay for the repairs.

What happens if my car is deemed a “total loss”?

If your car is deemed a total loss, the insurance company will make you an offer. You are permitted to negotiate the offer (also called a settlement) of your property damage.

Tennessee rules of evidence allow car owners to give their opinion of the value of their car immediately before it was involved in a wreck. This means your opinion of the value of your car would be admissible at a trial. However, insurance companies will likely put little stock in your opinion, especially if you quote a price that’s unreasonably high or fail to provide any proof of the value. Here are some ways you can prove the added value of your vehicle:

- Point out add-ons and features like premium wheels, lighting, or a faster engine that were not accounted for in the original offer from the adjuster.
- Identify items of value that were recently replaced, like tires and wheels. Be advised, there are some regular maintenance items, like recent brake work or oil changes, that are very unlikely to be considered added values.
- Search for similar cars for sale in the open market and provide the details and pricing information to the adjuster. CarMax, AutoTrader, local newspapers, auto dealer websites, and auto sales applications on your smart phone are great places to find this type of information.
- Have a local used car dealer give you an estimate of the value of the car before the crash. Such a person would be considered an expert under Tennessee law, and their opinion would be admissible at a trial. During negotiations, adjusters will likely give the car dealer’s opinion more weight than your own.
- In situations where your car is deemed a total loss, you should know you are also usually entitled to certain things in addition to the value of your vehicle. Most insurance policies provide for the following:
 - A rental car from the date of the collision until the day the insurance adjuster communicates to you that they consider your vehicle a total loss.
 - A rental car, or compensation for a rental car, from the day your car or truck is determined to be a total loss until the carrier makes you an offer to settle.
 - State sales tax on top of the value of the settlement.

What happens to my vehicle if it's totaled?

In a total loss scenario, the insurance company will retain the damaged vehicle. It will sell the vehicle to a salvage yard. However, if you would like to keep the damaged vehicle, you are entitled to keep it. If you take this route, the insurance company will deduct the "salvage value" from the settlement they give you, and you will keep the damaged car. This is important to know in cases where your car may be totaled simply because it is an older model, but the car is still drivable.

What if my vehicle can be repaired?

If your vehicle can be repaired for a reasonable price, the insurance company will pay the body shop for the cost of the repairs. You are entitled to choose the body shop you trust, regardless of whether the carrier has an "approved list" or a recommendation. You can also insist on new, original replacement parts.

The law requires your vehicle be repaired to the same form, function, and value as before the crash. In today's world, with our easy access to CarFax reports detailing the crash history of millions of cars across the U.S. and their resale or trade-in values, almost no one disputes the fact that car accidents decrease the resale or trade-in value of vehicles. That decrease in value is even greater with newer models and low mileage vehicles.

Here's a fact most insurance companies don't want you to know: The law requires that you are provided compensation now for the decrease in resale value that you will likely suffer later. It is called Inherent Diminished Value. However, insurance companies will likely never mention this law to you and will argue with you if you bring it up.

How is the diminution of value of my vehicle calculated?

Most often it is calculated as a percentage of the pre-accident value of your vehicle. That pre-accident value is subject to negotiation, just as if it was a total loss. The exact percentage of loss of resale value is also subject to negotiation. In my experience, the decreased value is usually settled somewhere between 5% and 10% of the pre-accident value of the vehicle.

The percentage of loss is often affected by the age of your vehicle and its total mileage. In fairness, an older model vehicle with high mileage may already be worth very little even before it's involved in a wreck. In that case, its value after repair may suffer little to no loss. A brand-new vehicle, on the other hand, may suffer a loss of up to 20%. It is important to have a local used car dealer give an opinion of the "loss of value" (see "Total Loss" section) and produce a CarFax report that indicates your vehicle was involved in an accident. This proves that any potential future buyers will be able to find out your car was in a wreck.

Just as with total losses, you are also entitled to a rental car or loss of use compensation while your car or truck is in the body shop being repaired.

FREQUENTLY ASKED QUESTIONS

What if I don't like the offer from the other person's insurance carrier? Can I deal with my insurance instead?

The answer is yes, you can. If you have full coverage or, at least, collision coverage, you can negotiate a settlement of your property damage claim with your insurance carrier instead of the at-fault driver's carrier.

If the at-fault driver has insurance, you will have to pay your deductible. When your insurance company settles with the other carrier on the back end, your carrier will reimburse you for the deductible. Coming up with the money to pay that deductible is a hardship for some crash victims.

What if the person that hit me doesn't have insurance?

Hopefully, you have Uninsured Motorist coverage (UM) on your policy that covers personal injury and property damage. UM is discussed in far greater detail in Chapter 8. If you have UM coverage, and the person that hits you has no insurance, your insurance carrier will repair or total your vehicle under your UM coverage.

Under UM, you do not have to pay your deductible up front. This is because your UM coverage stands in the shoes of the at-fault driver. If you do not have some insurance that covers your property damage, you may be out of luck.

What if the insurance offer on my totaled car is not enough to pay off my car loan?

This happens more often than you might think. The insurance company paying for your property loss (either your insurance company or the at-fault driver's) is not required to give you enough settlement to pay off your loan. The insurance carrier will focus only on the vehicle's pre-accident value and will not consider your loan amount when deciding how much to pay. You may have paid too much for the vehicle, missed several payments, or refinanced the vehicle at some point. The law does not require the insurance company to pay for more than the fair value of the totaled vehicle, even if you owe more.

There is a type of insurance that covers this risk of loss. It is called "gap" insurance. This coverage will pay the difference in the value of the vehicle if totaled and the payoff to your lender. Most banks and finance companies offer this low-cost coverage to buyers. Hopefully you have it.

Chapter 5: How will I afford to pay my medical bills?

The smartest thing to do is have your health insurance pay all your medical bills if you are injured in a crash. This is because your health provider will receive contractual discounts with nearly any provider with whom you treat. These discounts mean your health insurance carrier will not pay the sticker price

for your medical care. It will pay the discounted rate. Government provided coverage like Medicare, Medicaid and TennCare get deeper discounts than private carriers like Blue Cross, Cigna and Humana. I will discuss below how having your health insurance pay instead of your auto insurance will benefit you later.

Although none of the options below will provide as much value to you later as would your health insurance, there are four other ways to get your medical bills paid:

1. **Pay out of your own pocket as you go.** Most folks cannot afford this option, although most providers give deep discounts for self-pay patients, and the law requires hospitals to give mandatory discounts to uninsured patients.

“The complexity of numerous medical expense payments is one of the reasons many people turn to a personal injury attorney for help.”

2. **Allow your automobile insurance or the at-fault driver's insurance to cover your medical payments.** This coverage is limited to the coverage amounts detailed in the auto insurance policy and pays the medical provider dollar for dollar what is billed. Unlike health insurance companies, auto insurance companies typically do not receive discounts. This means you may be more likely to reach the limits your auto insurance is willing to pay and could end up having to pay your medical bills out of your own pocket.

3. **Obtain liens from your medical providers.** Some doctors and physical therapy centers will treat you without payment until you settle your case. This is called a lien. The downside to this option is that most doctors do not like to offer this kind of arrangement, making it difficult to find one who will. If they do allow liens, doctors typically will not offer as deep a cost discount to you as they would to your health insurance company. However, if you have no health insurance, this could be your best option.

4. **Allow a car wreck insurance company to pay your medical bills.** There are companies that have a network of doctors that you can treat with for your car wreck injuries. These companies are like “car wreck” medical insurance. They pay the doctors discounted rates and you pay them back at the time of settlement just like regular health insurance subrogation (discussed below).

Some people run into difficulties using their health insurance if they cannot afford to pay the co-pays and deductibles. If that's the case, then you could use your automobile insurance medical payments coverage to pay these out-of-pocket charges or ask the medical provider to wait until you get a settlement to receive their co-pays and deductible payments.

In Tennessee, you negotiate your settlement with the insurance company based on the total cost of your medical bills, not the total amount you paid.

For example, let's say you are billed \$25,000 for medical treatment as a result of your car accident. You send the bill on to your health insurance company who alerts the hospital. The hospital discounts the bill for the health insurance company, due to their contractual arrangement, and your insurance only has to pay \$10,000.

When you negotiate with the at-fault driver's insurance company, you still negotiate based on the \$25,000 medical bill total, regardless of how much your health insurance company paid the hospital. If you receive a \$25,000 settlement check, you would then pay your health insurance company back the \$10,000 they paid to the hospital on your behalf, and you could keep the other \$15,000. This is a benefit to you.

Auto insurance companies do not have the same type of arrangements with hospitals and generally do not receive the same type of discounts. They would have to pay the full amount of the medical bill, and you would have to pay them back using all of your settlement. The law in Tennessee is that the person that causes the harm does not get to benefit from the fact that you happen to have health insurance. This is why it is better for you, in the end, if you have health insurance and if you choose to have them cover your immediate medical costs.

All health insurance policies have contractual provisions that require you to pay them back the amounts they pay for you to be treated when your injuries are (1) caused by someone else and (2) you get a recovery from that person or their insurance. This is called subrogation. The amount you owe in subrogation can also be negotiated.

Most folks have never heard of subrogation or, if they have, do not understand how it works. In these instances, people risk ending up in a couple of different bad scenarios.

1. The full amount of subrogation is sent to the health insurance company. Unless specifically directed otherwise in the subrogation agreement, the liability carrier for the person that caused your injury may send the full amount of the subrogation to the health insurance company, leaving you nothing.

2. You spend the subrogation and get sued. In this scenario, liability carrier sends you the full subrogation, you spend it, and your health insurance company sues you to recoup the subrogation.

I have seen it happen both ways. The complexity of numerous medical expense payments is one of the reasons many people turn to a personal injury attorney for help. Tennessee personal injury attorneys keep informed of changes to subrogation laws and use their expertise and support staff to ensure the process goes smoothly and legally and comes out in your favor.

Chapter 6: Ten secrets insurance adjusters won't tell you

1.

Victims get higher settlements with a personal injury lawyer.

Way back in 2004, the Insurance Research Council — a research organization created and funded by the insurance industry — did a comprehensive study comparing the settlement values of cases for the same injury when settled with an attorney versus when settled without one.

The IRC determined that people who were represented by a personal injury lawyer received almost three-and-a-half times more, even after the attorney's fees were paid. In a separate yet related report from the IRC titled "Auto Injuries: Claiming Behavior and Its Impact on Insurance Costs," it was concluded that 85 percent of all money paid out by insurance companies for bodily injuries goes to clients with a personal injury attorney.

2.

The insurance company is a for-profit business.

Insurance companies are in the business of making money, and they generate billions of dollars a year. There is a reason these massive companies continue to grow annually at an impressive rate. Improving their profits is easy—they just pay out less money on injury claims, and every year they're getting better at it. Quite simply, their goal is to settle your claim for as little money as possible.

3.

When an insurance adjuster says a "fair" settlement, he doesn't mean fair to you.

Insurance adjusters almost always claim they are offering you a "fair" settlement. And they are, in a sense. What they mean is that the settlement is "fair" from their perspective as the insurance company.

To most insurance adjusters, "fair" means they've paid out the lowest possible settlement. They're not interested in whether the settlement adequately covers your injury expenses, pain, suffering, and any other losses. That's not the adjuster's job. Their job is to preserve the insurance company's profits by paying out as little as possible. Getting the insurance company to pay you a settlement you consider fair is a tricky business. That's why people hire experts like injury

“To most insurance adjusters, “fair” means they've paid out the lowest possible settlement.”

attorneys who are experienced in fighting to ensure you get a fair deal.

4.

If family or friends are at fault, you can make a claim without causing them financial hardship.

If a loved one or close friend contributed to or caused your accident, you may be hesitant to make a claim for fear that you will cause your family member or friend to have to personally pay. This is false. You can still receive your entitled benefits without causing harm because the claim you make can be made against the insurance company. The insurance company would be the one who agrees to pay such claims.

5.

You do not have to give a recorded statement or any other kind of statement to the insurance adjuster.

One of the best kept secrets in the insurance business is that you generally do not have to give a recorded statement. There is one limited exception: if you are making a claim against your own auto insurer, there's a very high probability that you must give a recorded statement based on your contractual agreement to cooperate with your own carrier.

But, if you're injured on someone else's dangerous property, you generally never have to give a recorded statement. If you are making a claim against a careless driver – or an owner of a vehicle – who caused your injury, you generally never have to give a recorded statement.

Recorded statements can be used against you later. Any recorded statement you make can later be used against you at your deposition or trial, if either take place. Insurance adjusters are trained to ask specific questions designed to trick you into making inaccurate statements or statements that minimize your injury. They look for prior back pain or prior auto accidents, regardless of how long ago they took place, in order to find a way to say that your current injuries were pre-existing. The insurance company may get you to mistakenly say you aren't in pain when you give the statement. Then, later, during a settlement discussion or deposition, they will offer up your statement as proof you are being untruthful when you now describe how badly your life has been damaged by the accident. The recorded statement rarely favors anyone other than the insurance company.

6.

There may be other insurance available to pay on your claim.

Insurance adjusters are overworked. They have too many claims to handle. They may not take the time to research and/or speak with you to find out if there's additional insurance that applies to your claim. You need to do that work yourself. Below are some examples of instances where additional coverage may be available.

- You find the defendant has another umbrella policy through a different insurer.
- You find the defendant was working for an employer at the time of the accident and is covered under the employer's insurance.
- You find the defendant was driving a car for Uber or Lyft and is covered under those company's insurance.
- You find the defendant was volunteering for a church or other community organization at the time of the crash and are covered under that organization's

insurance.

- You find the defendant lives with a resident relative (like a divorced parent of a teen driver) whose insurance may cover you for this accident as well.
- You find an additional owner of the defendant's vehicle involved in the accident who also carries insurance.
- Without an attorney, investigating and tracking down the information above is up to you. Send the proper letters to the parties in question and demand they provide an answer. Invest the time and be persistent.

7.

You may be talking with an insurance adjuster, but you are actually dealing with the attorneys for the insurance company.

Even though you might not hire an attorney, and even though you are talking to an insurance adjuster, ultimately, you are dealing with the insurance company's lawyers. Insurance companies have attorneys on payroll that advise their adjusters when making settlements. In-house insurance attorneys train adjusters how to negotiate with you. Adjusters are knowledgeable and skilled in the most effective tactics and strategies for persuading you to settle for the lowest amount possible. It is their job, and their career success depends on their negotiation skills. Victims who believe they can negotiate effectively with an experienced insurance attorney often find themselves at a serious disadvantage.

8.

You only have one year to settle or file your claim in Tennessee.

Tennessee has the shortest time period in the country for an injury victim to settle their claim or file their personal injury case in court. This is called a statute of limitations. The statute of limitations in Tennessee is one year from the date of the accident that caused the injury. In medical malpractice cases, this one- year time period can be extended based on exceptions generally not applicable to other personal injury cases. Some insurance companies will purposely string injured victims along, making low ball offers or continually asking for more information until the victims run out of time to file their case in court.

Once the statute of limitation passes, the case is gone forever. Any offers made by the insurance company are also gone forever.

9.

Quick settlements are usually good for the insurance company and bad for you.

If you are injured, a quick settlement with the insurance company that pays for your out-of-pocket medical expenses (and sometimes a bit more) is usually not in your best interest. This kind of rushed process is almost always a very bad idea. I am often called by folks who settled quickly for a very low amount of money, only to find, a few months later down the road, that their medical bills and recovery are taking much longer than anticipated. Their injuries have caused them to incur more and more medical bills, caused them to miss work or lose their job, or end up requiring surgeries they cannot afford. These people call me asking if we can get them more than they got in the quick-cash settlement. It's heartbreaking because the only way we can help them is if the insurance company committed fraud, a situation that rarely occurs and is incredibly hard to prove.

10.

The insurance adjuster is not your friend.

Despite how pleasant, accommodating, empathetic, and helpful they may seem and no matter how sincere and straight-forward they appear, you must remember what I told you in Chapter 3.

In my opinion, one of the most egregious tactics adjusters use is convincing injury victims the adjuster is looking out for them and doing all they can to make things right. Adjusters will, without shame, actively lure you into a false sense of security, all the while encouraging you to say things the adjuster can later use to against you and your case. Remember, the insurance adjuster has but one job: to close your case at the lowest cost to the insurance company possible or, in other words, to pay you as little as possible for your damage or injuries to close the case. Forever. The adjuster is not your friend.

Chapter 7: Most common ways people wreck their own PI cases

No one sets out to make mistakes that hurt their case. Inexperience is the reason that good people like you sometimes do things that harm their chances of getting the compensation they deserve. Luckily, you have found this book. Here are some of the most common errors I see people make who handle their injury cases themselves:

1. Not taking pictures or making videos.

A picture (or video) is worth a thousand words and sometimes thousands of dollars. With the prevalence in our society of smart phones it is easier than ever to document damage.

An injury victim (or someone on their behalf) should immediately take pictures or video of any damage to all vehicles at the scene of the crash or at the tow lot afterwards. This will keep the insurance company from calling your accident a “fender bender” when it was much, much worse.

An injury victim (or someone on their behalf) should immediately take pictures or video of any dangerous condition that may have caused an injury on business property or land owned by another person. A danger that the adjuster (or jury) can see is a danger they can understand and appreciate.

An injury victim (or someone on their behalf) should immediately take pictures or video of any injuries, bruises, scrapes, lacerations, cuts, or stitches incurred due to an accident. If admitted to the hospital, an injured person (or someone on their behalf) should immediately take pictures or video of the injuries, including any surgical scars, braces, fixators, and casts. These pictures will help the adjuster (or jury) understand what you went through early on.

2. Not calling the police.

Getting an official police crash report in the aftermath of an accident may be vital. For one, it makes an official account of the accident, and the officer will likely state who was at fault for causing the crash in the report. This will help with the chances of settling with the insurance carrier later. Another reason is that your own policy of insurance on your car probably requires you to have a crash report to document the accident in order to make a claim. Finally, if the person causing the collision does not have insurance on their car, the officer will note that and get you valid contact information. This will be important later when you make a claim against your carrier (see Chapter 8).

3. Not seeking needed medical care.

If you are involved in a car accident and feel pain of any sort, you should seek immediate medical attention. Failing to obtain the medical attention that you deserve may not only affect your health and recovery, but also your ability to obtain the compensation that you deserve. Delayed medical care is often criticized by insurance carriers which claim if you were really hurt in the crash, you would have gone by ambulance to the emergency department or to the hospital later that night or the next morning. Similarly, gaps in treatment like failure to follow treatment recommendations, failure to take medications as prescribed, and missing physical therapy appointments are all excuses the insurance companies use to offer you a lower settlement amount. Some conservative juries also agree with these arguments.

4. Trusting the insurance adjuster.

This topic is covered in Chapters 3 and 6 of this book.

5. Giving a recorded statement to the adjuster.

This topic is covered in Chapter 6 of this book.

6. Signing forms and medical authorization for the adjuster.

Like the recorded statement, unless your claim is against your own insurance company, you are not required to sign any forms or medical authorizations for the other party's insurance company. This is true even if they threaten you or say signing is standard. Most insurance carriers use the authorization to go on fishing expeditions to gather your records, including employment records, that are not relevant to your injuries but may be used against you. They are looking for any reason to pay you less, or worse, deny your claim outright.

7. Not telling your doctor everything.

You cannot omit or downplay prior injuries or pain when you first go to a doctor. On that intake sheet they give you in the lobby that you fill out in your own handwriting or on an iPad, you have to list prior injuries, prior treatment or prior pain to the same body part that was hurt in the car crash. Do not hide it. Do not think "they will never find out." They will. They do.

Tennessee law allows cases to go forward when prior injuries are aggravated or made worse by an automobile collision or premises accident. Civil justice is not only for the completely healthy. Having prior pain or injury that you sought care for will not sink your case. Trying to hide it will.

8. Sticking with a doctor you don't like.

If you do not like your doctor, chances are the doctor does not like you either. Your treating doctor will play a vital role in your ability to get full compensation for your injuries. His office notes and opinions will be relied upon by you and the insurance adjuster. If he questions your pain or thinks you are magnifying your symptoms to get money from your case (something you should never do), then he might put this information in his records and your case will be damaged. You should dump any doctor you feel is not in your corner.

9. Posting about your activities on social media after your wreck.

This is a cardinal sin. In this day and age of social media, adjusters and defense attorneys comb social media and stalk injury victims, waiting for them (or a close family member or friend) to post about a duck hunting trip, a day on the lake, a concert, a vacation. The insurance company is looking to find anything it can use against you to argue you are not hurt as badly as you claim or are faking it all together.

Even if you think your accounts are private, the insurance companies have ways to get into them. They can even ask the court to make you give them the account names and passwords. If you have been injured by the negligent act of another person or business, it is imperative that you and your family and friends stop posting about your life on social media until your Tennessee personal injury claim is settled.

10. Not hiring a personal injury lawyer soon enough

The sooner you hire an attorney, the better chance you'll have of preserving evidence, avoiding traps, and winning your case.

Chapter 8: What if the person who hit me does not have insurance?

What if the person who hit me has no insurance? The short answer is that you can still receive compensation if you have UM/UIM insurance coverage on your policy. Read on for a more detailed explanation.

Imagine this: you're driving to your destination when suddenly, another driver runs a red light, or a stop sign and crashes into the side of your vehicle. You've been injured, and your car is smashed up. You pull over to exchange insurance information, but the other driver just speeds away. Or perhaps the driver does pull over to give you their insurance info, but after you call your insurance company, you discover that the other driver did not have enough insurance to cover the costs associated with the accident.

In Tennessee, it is estimated that as many as 20% of all drivers are uninsured. That means that 1 out of every 5 cars you pass on a Tennessee road is likely driven by someone with no auto insurance.

The good news is you can still protect yourself. If you are injured by an uninsured driver or an under-insured driver, and if your policy includes uninsured or under-insured motorist (UM/UIM) coverage, you can still collect compensation for your wreck. The bad news is that most people don't carry this coverage, and it's likely you don't either.

Before you can fully understand UM/UIM, you need to understand some things about the way car insurance coverage works. Your car insurance policy is made up of different types of coverage. This means that even if you think you have "full coverage" for an accident, you might not be insured for every scenario. Every insurance company has a different definition of "full coverage". In Tennessee, you are required by law to have at least two types of insurance: bodily injury liability and property damage liability.

Bodily Injury Liability Coverage covers any injuries you, your passengers, or the other driver sustain in a collision. If there is a fatality, bodily injury liability will cover that as well. These policies are split into two amounts: 1) X amount for injuries to one person and 2) X amount to cover injuries to all people, per accident. Under the law, you are only required to carry \$25,000/\$50,000 (known as 25/50) in bodily injury liability insurance. That's \$25,000 for injuries to one person and \$50,000 to cover injuries to all people in the accident. This is called "minimum limits". For additional premiums, insurance companies will provide additional coverage (usually called Supplemental Coverage).

Property damage liability covers the costs of damage to a vehicle or other property. In Tennessee, you are only required to carry \$15,000 in property damage liability. Again, this is the minimum limit, and carriers will provide more coverage if you pay additional premiums.

UM/UIM coverage is supplemental auto insurance coverage that can be added to your basic coverage plan for an additional fee. UM/UIM is designed to help you pay for injuries and damages caused by a driver who either does not have insurance or has an inadequate amount of insurance. Most UM/UIM coverage amounts are equal to the amount of your policy's bodily injury liability coverage. Therefore, if you have a 25/50 split for your bodily injury, you will have 25/50 split for your UM/UIM.

To be clear, Uninsured Motorist Coverage (UM) applies when the person that hit you does not have any insurance. Under-insured Motorist Coverage (UIM) applies when the person that hit you has coverage, but the coverage amount is less than the amount you have purchased to protect your own family.

Here is an example of how UIM works. You and your spouse are hit in the rear by a negligent driver who does not stop in time for slowing traffic on the interstate. The at-fault driver has State

Farm coverage of \$50,000/\$100,000 per accident, but you have Travelers UIM of \$100,000/\$300,000. You can each re-cover up to \$100,000 for your injuries and losses caused by the wreck. The first

\$50,000 each comes from the State Farm policy. Because your Travelers coverage is greater, you can recover from \$50,001 to \$100,000 each from your own carrier.

Unfortunately, unlike most states in the U.S., Tennessee does not allow you to “stack” or add together all the limits of the applicable policies. You cannot collect both the State Farm policy limits and your full Travelers policy limits. Under Tennessee law, Travelers gets a credit for the amount of the liability policy. This means that if your UM/UIM policy limits are equal to the liability policy, your policy will not apply at all. Sadly, in those circumstances, even though you have always paid your premium to have the coverage, you will not receive the benefits. Instead, the insurance company gets to hold on to the many payments you’ve made over the years while you’re stuck paying any outstanding medical bills.

You must receive the full liability policy limit to be eligible to collect from your UM/UIM policy. But be warned: under Tennessee law, you cannot settle with the liability insurance company and then go after your own UM/UIM carrier. There

re certain complicated rules that apply. You must follow those rules exactly.

Basically, you must have the written permission of your insurance company to accept the limits of the liability policy, a written promise from the liability carrier that the at-fault party will cooperate with your insurance company going forward, and a written agreement from your carrier to go to arbitration with you instead of going to court. All of this must be done in writing and in a certain way. To assist you, I have included Tennessee’s entire Uninsured Motorists Statute at the end of this chapter as it existed in the law at the time this book was published.

Further—and this is important—Tennessee law allows you to waive your right to UM/UIM coverage. It also allows you (as long as it is in writing) to lower those limits. This means if you are the victim of a hit-and-run, and you sustain injuries where the costs are in excess of your policy, you could get stuck with the bill if you have waived or reduced.

Never opt out of UM/UIM. In order to appear to offer auto insurance at a lower rate than their competitors, many insurance representatives will actually encourage you to opt out of UM/UIM coverage, shaving a few dollars off your rate and convincing you to sign up with them. Many times, potential customers will take that deal without understanding the implications. They unknowingly throw themselves under the bus for a couple bucks less a month. Opting out of UM/UIM can compromise your and your family’s future in the event of a wreck.

And a final **important** piece of information about UM coverage:

If you have an umbrella insurance policy, it probably will not apply to your UM claim unless you specifically ask for a rider or addendum to be placed on your policy to make it apply. Make sure to ask.

What follows is the law in Tennessee at the time of publication of this book.

Tennessee Uninsured Motorists Statute

§ 56-7-1201. Required coverage; primary coverage; property damage coverage; liability limits; right to recovery; rate increase; presumption; proof of compliance

(a) Every automobile liability insurance policy delivered, issued for delivery or renewed in this state, covering liability arising out of the ownership, maintenance, or use of any motor vehicle designed for use primarily on public roads and registered or principally garaged in this

state, shall include uninsured motorist coverage, subject to provisions filed with and approved by the commissioner, for the protection of persons insured under the policy who are legally entitled to recover compensatory damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness or disease, including death, resulting from injury, sickness or disease.

(1) The limits of the uninsured motorist coverage shall be equal to the bodily injury liability limits stated in the policy.

(2) However, any named insured may reject in writing the uninsured motorist coverage completely or select lower limits of the coverage but not less than the minimum coverage limits in § 55-12-107. Any document signed by the named insured or legal representative that initially rejects the coverage or selects lower limits shall be binding upon every insured to whom the policy applies, and shall be conclusively presumed to become a part of the policy or contract when issued or delivered, regardless of whether physically attached to the policy or contract. Unless the named insured subsequently requests the coverage in writing, the rejected coverage need not be included in or supplemental to any continuation, renewal, reinstatement, or replacement of the policy, or the transfer of vehicles insured under the policy, where the named insured had rejected the coverage in connection with a policy previously issued by the same insurer; provided, that whenever a new application is submitted in connection with any renewal, reinstatement or replacement transaction, this section shall apply in the same manner as when a new policy is being issued.

(3) No uninsured or under-insured motorist coverage need be provided in this state by an excess or umbrella policy of insurance.

(b)(1) With respect to bodily injury to an insured, at a time when the insured is not occupying any motor vehicle, the insurance on the vehicle under which the injured party is an insured with the highest limits of uninsured motorist coverage shall apply, and no other uninsured motorist coverage shall apply. In no instance shall uninsured motorist coverage from more than one (1) policy be available as primary coverage, nor shall the injured party be an occupant of more than one (1) vehicle at one (1) time.

(2) With respect to bodily injury to an insured while occupying a motor vehicle owned by the insured, only the limits of uninsured motorist coverage on the vehicle in which the insured was an occupant shall apply. The limits of uninsured motorist coverage shall not be increased because of multiple motor vehicles whether covered under a single policy or multiple policies, and in no event shall the total amount of recovery from all policies and bonds, including any amount recovered under the insured's uninsured motorist coverage, exceed the limits of the insured's uninsured motorist coverage.

(3) With respect to bodily injury to an insured while occupying an automobile not owned by the insured, the following priorities of recovery under uninsured motorist coverage apply:

(A) The uninsured motorist coverage on the vehicle in which the insured was an occupant shall be the primary uninsured motorist coverage;

(B) If uninsured motorist coverage on the vehicle in which the insured was an

occupant is exhausted due to the extent of compensatory damages, then the uninsured motorist coverage provided by a policy under which the insured is a named insured shall be applicable as excess coverage to the policy described in subdivision (b)(1); provided, that if the insured is covered as a named insured under more than one (1) policy, then only the policy with the highest limits of uninsured motorist coverage shall apply;

(C) If the uninsured motorist coverage provided under the policies described in subdivisions (b)(3)(A) and (B), if applicable, is exhausted due to the extent of compensatory damages, then the uninsured motorist coverage provided by a policy under which the insured is covered other than as a named insured shall be applicable as excess coverage to the policies listed in subdivisions (b)(3)(A) and (B); provided, that if the insured is covered by more than one (1) such policy, then only the policy with the highest limits of uninsured motorist coverage shall apply; and

(D) In no instance shall the insured be entitled to receive total benefits from all policies listed in subdivisions (b)(3)(A)-(C) in an amount greater than the limits of the policy providing the highest limits of uninsured motorist coverage.

(c)(1) Every insured purchasing uninsured motorist bodily injury coverage shall be provided an opportunity to include uninsured motorist property damage coverage, subject to provisions filed with and approved by the commissioner, applicable to losses in excess of two hundred dollars (\$200). However, the deductible of two hundred dollars (\$200) shall not apply if:

(A) The vehicle involved in the accident is insured by the same insurer for both collision and uninsured motorist property damage coverage; and

(B) The operator of the other vehicle has been positively identified and is solely at fault.

(2) No insurer shall be required to offer limits of property damage coverage greater in amount than the property damage liability limits purchased by the insured. After the uninsured motorist property damage coverage has been made available to an insured one (1) time and has been rejected in writing, it need not again be made available in any continuation, renewal, reinstatement, or replacement of the policy, or the transfer of vehicles insured under the policy, unless the insured makes a written request for the coverage; provided, that whenever a new application is submitted in connection with any renewal, reinstatement, or replacement transaction, this section shall apply in the same manner as when a new policy is being issued. As used in this section, "property damage" means damage to either the insured vehicle or property owned by an insured while in the insured vehicle.

(d) The limit of liability for an insurer providing uninsured motorist coverage under this section is the amount of that coverage as specified in the policy less the sum of the limits collectible under all liability and/or primary uninsured motorist insurance policies, bonds, and securities applicable to the bodily injury or death of the insured. With regard to a claim against a governmental unit, political subdivision or agency thereof, the limitations of liability established under applicable law shall be considered as limits collectible under a liability insurance policy.

(e) If the owner or operator of any motor vehicle that causes bodily injury or property damage to the insured is unknown, the insured shall have no right to recover under the uninsured motorist provision unless:

(1)(A) Actual physical contact has occurred between the motor vehicle owned or operated by the unknown person and the person or property of the insured; or

(B) The existence of the unknown motorist is established by clear and convincing evidence, other than any evidence provided by occupants in the insured vehicle;

(2) The insured or someone in the insured's behalf has reported the accident to the appropriate law enforcement agency within a reasonable time after its occurrence; and

(3) The insured was not negligent in failing to determine the identity of the other vehicle and the owner or operator of the other vehicle at the time of the accident.

(f) No insurer shall increase the automobile insurance rate or premium of an insured with uninsured motorist coverage nor cancel the coverage due solely to the payment of any claim under uninsured motorist coverage.

(g) Failure of the motorist from whom the insured is legally entitled to recover damages to file the appropriate forms required by the department of safety pursuant to the Financial Responsibility Law, compiled in title 55, chapter 12, within ninety (90) days of the accident date shall create a rebuttable presumption that the motorist was uninsured at the time of the accident. After the ninety (90) days and upon paying a fee as set by the department, the commissioner shall issue a certified affidavit indicating whether the forms have been filed.

(h) An insurer's proof of compliance with this section may be accomplished by the capture of the named insured's signature or initials, or that of the insured's legal representative, by means of electronic imaging. However, this subsection (h) shall not be construed to authorize utilization of an electronic image of the signature or initials for any purpose other than demonstrating insurer compliance with the requirements of this section. In accordance with the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, the commissioner shall promulgate rules prescribing fines and/or other disciplinary actions to be imposed for insurer misuse of an electronic image of the signature or initials.

§ 56-7-1202. "Uninsured motor vehicle" defined

(a)(1) For the purpose of uninsured motor vehicle coverage, "uninsured motor vehicle" means a motor vehicle whose ownership, maintenance, or use has resulted in the bodily injury, death, or damage to property of an insured, and for which the sum of the limits of liability available to the insured under all valid and collectible insurance policies, bonds, and securities applicable to the bodily injury, death, or damage to property is less than the applicable limits of uninsured motorist coverage provided to the insured under the policy against which the claim is made; and

(2) "Uninsured motor vehicle" does not include a motor vehicle:

(A) Insured under the liability coverage of the same policy of which the uninsured

motor vehicle coverage is a part;

(B) Owned by, or furnished for the regular use of, the insured or any resident spouse or resident relative in the same household;

(C) Self-insured within the meaning of the Tennessee Financial Responsibility Law, compiled in title 55, chapter 12, or any similar state or federal law;

(D) Designed for use mainly off public roads or any off-highway vehicle, as defined in § 55-8-101, except while the vehicle is operated on public roads pursuant to § 55-8-185 or other law; or

(E) While located for use as premises.

(b) Notwithstanding any other law, the applicable limits of liability for a governmental unit, political subdivision or agency thereof for claims arising out of the operation of a motor vehicle shall be considered as liability coverage available under a valid and collectible insurance policy.

§ 56-7-1203. Uninsured motorist coverage; insolvency protection

An insurer's insolvency protection shall be applicable only to accidents occurring during a policy period in which its insured's uninsured motorist coverage is in effect where the liability insurer of the tortfeasor becomes insolvent within one

(1) year after the accident. Nothing in this section shall be construed to prevent any insurer from affording insolvency protection under terms and conditions more favorable to its insureds than is provided in this section.

§ 56-7-1204. Subrogation

(1) In the event of payment to any person under the coverage required by this part, and subject to the terms and conditions of the coverage, the insurer making payment shall, to the extent of the coverage, be subrogated to all of the rights of the person to whom payment has been made, and shall be entitled to the proceeds of any settlement or judgment resulting from the exercise of any rights of recovery of the person against any person or organization legally responsible for the bodily injury or property damage for which payment is made, including the proceeds re- coverable from the assets of an insolvent insurer.

(2) Payment by an insurer under the coverage required by this part shall not constitute a satisfaction of the liability of the party or parties responsible for the bodily injury or property damage under the financial responsibility laws of this state.

§ 56-7-1205. Limits of uninsured motorist policies

Nothing contained in this part shall be construed as requiring the forms of coverage provided pursuant to this part, whether alone or in combination with similar coverage afforded under other automobile liability policies, to afford limits in excess of those that would be afforded had

the insured under the policies been involved in an accident with a motorist who was insured under a policy of liability insurance with the minimum limits described in § 55-12-107, or the uninsured motorist liability limits of the insured's policy if the limits are higher than the limits described in § 55-12-107. The forms of coverage may include terms, exclusions, limitations, conditions, and offsets that are designed to avoid duplication of insurance and other benefits.

§ 56-7-1206. Service of process on insurer; John Doe warrants; restrictions on legal proceedings; failure to serve uninsured motorist; discovery of uninsured motorist's whereabouts during pendency of proceedings

(a) Any insured intending to rely on the coverage required by this part shall, if any action is instituted against the owner and operator of an uninsured motor vehicle, serve a copy of the process upon the insurance company issuing the policy in the manner prescribed by law, as though the insurance company were a party defendant. The company shall thereafter have the right to file pleadings and take other action allowable by law in the name of the owner and operator of the uninsured motor vehicle or in its own name; provided, that nothing in this subsection shall prevent the owner or operator from employing counsel of the owner's own choice; and provided, further, that the evidence of service upon the insurance carrier shall not be made a part of the record.

(b) If the owner or operator of any motor vehicle that causes bodily injury or property damage to a person insured under this part is unknown and if the insured satisfies all of the requirements of § 56-7-1201(e), should suit be instituted, the insured shall issue a John Doe warrant against the unknown owner or operator in order to come within the coverage of the owner's uninsured motorist policy. If the uninsured motorist's identity and whereabouts are discovered during the pendency of the proceeding, subsection (e) shall govern the proper course of action following the discovery.

(c) The uninsured motorist provision shall not require arbitration of any claim arising thereunder nor shall the insured be restricted or prevented in any manner from employing legal counsel or instituting legal proceedings.

(d) In the event that service of process against the uninsured motorist, which was issued to the motorist's last known address, is returned by the sheriff or other process server marked, "Not to be found in my county," or words to that effect, or if service of process is being made upon the secretary of state for a nonresident uninsured motorist and the registered notice to the last known address is returned without service on the uninsured motorist, the service of process against the uninsured motorist carrier, pursuant to this section, shall be sufficient for the court to require the insurer to proceed as if it is the only defendant in the case.

(e) In the event the uninsured motorist's whereabouts is discovered during the pendency of the proceedings, an alias process may issue against the uninsured motorist. In such a case, the uninsured motorist shall be allowed a reasonable time within which to plead to the original process, and then the case may proceed against the uninsured motorist as if the motorist was served with process in the first instance.

(f) Notwithstanding subsection (c), if a party or parties alleged to be liable for the bodily injury or death of the insured offers the limits of all liability insurance policies available to the party or parties in settlement of the insured's claim, the insured or the insured's personal representative may accept the offer, execute a full release of the party or parties on whose behalf the offer is made and preserve the right to seek additional compensation from the insured's uninsured motorist insurance carrier upon agreement of the insured or the insured's personal representative to submit the insured's uninsured motorist claim to binding arbitration of all issues of tort liability and damages, provided:

(1)(A) The offer must be for the sum of the limits of all liability insurance policies providing coverage to the party or parties on whose behalf the offer is made and in an aggregate amount that is less than the uninsured motorist coverage applicable to the bodily injury or death of the insured; or

(B) If, by payments to other injured parties, the limits of all liability insurance policies providing coverage to the party or parties on whose behalf the offer is made have been reduced to an amount that is less than the limits of the insured's uninsured motorist coverage, the offer must be for the total amount of coverage that remains available to the party or parties on whose behalf the offer is made; and

(2) If the settlement does not release all parties alleged to be liable to the insured, arbitration of the uninsured motorist claim shall not be conducted until the claims against all such other parties have been fully and finally disposed of by settlement, final judgment or otherwise.

(g) Parties proposing to accomplish a settlement pursuant to this section shall comply with the following requirements and conditions:

(1) Upon request, the insured or the insured's personal representative or attorney shall provide the liability insurance company or companies providing coverage to the party or parties to be released, the name and address of the insurance company or companies providing the insured with uninsured motorist coverage, the policy number or numbers and the limits of uninsured motorist coverage available to the insured;

(2) The liability insurance company or companies providing coverage to the party or parties to be released shall give written notice of the offer to the insured's uninsured motorist insurance carrier or its attorney, provide verification of the coverage upon request and confirm to the uninsured motorist insurance carrier or its attorney that the party or parties to be released will agree in writing to cooperate with the uninsured motorist insurance carrier in connection with the arbitration of the uninsured motorist claim; provided, that the uninsured motorist insurance carrier will agree to waive its subrogation rights against the party or parties to be released;

(3) The insured or the insured's personal representative or attorney shall give written notice to the uninsured motorist insurance carrier or its attorney of the insured's intent to accept the offer and agreement to submit the uninsured motorist claim to binding arbitration;

(4) After receipt of both of the notices referred to in subdivisions (g)(2) and (3), the uninsured motorist insurance carrier shall have thirty (30) days to give notice to its insured or the insured's personal representative or attorney and the liability insurance carrier or carriers or their attorneys that it consents to the settlement, that it will agree to binding arbitration of the insured's uninsured motorist claim and that it will waive its subrogation rights against the party or parties to be released in exchange for their written agreement to cooperate in connection with the arbitration;

(5) Upon receipt of the notice required by subdivision (g)(4), the insured may proceed to execute a release of the party or parties on whose behalf the offer was made and upon execution of the release, receive payment of the settlement proceeds; and

(6) The notices required by subdivisions (g)(2), (3) and (4) shall be given by certified mail, return receipt requested, or by some other method pursuant to which the sender receives written verification that the notice was received.

(h)(1) The arbitration provided for in this section shall be conducted pursuant to this section and pursuant to the Uniform Arbitration Act, compiled in title 4, chapter 5, part 3 and to title 29, chapter 5, parts 1 and 3.

(2) The arbitrator shall be selected by agreement of the parties. Notwithstanding § 29-5-304, if the parties are unable to agree, either party may request a judge of a court of record in the county in which the arbitration is pending to designate three potential arbitrators. The parties shall then agree upon one (1) of the three (3) arbitrators so designated.

(3) Unless the parties agree otherwise, the arbitration will take place in the county in which the insured resides and the rules of evidence applicable to the state courts where the arbitration is conducted shall apply.

(4) The arbitrator shall not be informed as to the amount or amounts collected by the insured by way of settlement or judgment prior to the conclusion of the arbitration. Disclosure of the information prior to the conclusion of the arbitration will result in disqualification of the arbitrator.

(5) Coverage issues shall be decided by a court of competent jurisdiction. The arbitrator shall decide issues of tort liability and damages only. The arbitrator shall first decide issues of liability and the apportionment of fault and, if fault is found, the amount of damages sustained by the insured.

(6) If the arbitrator's award to the insured is less than or equal to the total amount collected by the insured by way of settlements or judgments plus the amount of any settlement offer made by the uninsured motorist carrier at least fifteen (15) days prior to the arbitration, the insured will pay the arbitrator's fee. In the event the arbitrator's award to the insured exceeds the total amount collected by the insured by way of settlements or judgments plus the amount of any settlement offer made by the uninsured motorist carrier at least fifteen (15) days prior to the arbitration, the uninsured motorist insurance carrier will pay the arbitrator's fee.

(i) The uninsured motorist insurance carrier shall be entitled to credit for the total amount of damages collected by the insured from all parties alleged to be liable for the bodily injury or death of the insured whether obtained by settlement or judgment and whether characterized as compensatory or punitive damages.

(j) Nothing contained in this section shall prohibit or preclude the uninsured motorist insurance carrier and the insured or the insured's personal representative from settling the insured's uninsured motorist claim at any time and upon terms and conditions acceptable to the parties.

(k) Notwithstanding the provisions of this section relating to binding arbitration, after receipt of both of the notices referred to in subdivisions (g)(2) and (3), the uninsured motorist insurance carrier, at its option, may elect to decline binding arbitration and preserve its subrogation rights; provided, that within thirty (30) days after receipt of both of the notices, it pays the insured the full amount of the offer made by the liability insurance company or companies providing coverage to the party or parties seeking the release. Acceptance of the amount by the insured shall not operate as a release of the liability insurance carrier's insureds, nor shall it prevent or preclude the insured from seeking additional compensation from the insured's uninsured motorist insurance carrier. Upon acceptance by the insured, the uninsured motorist insurance carrier shall be subrogated to the extent of its payment and further subrogated to the extent it is required to make further payments of compensatory damages under the uninsured motorist coverage of its policy. Upon final disposition of the case, the liability insurance carrier or carrier, shall reimburse the uninsured motorist insurance carrier in the amount of policy limits applicable to the defendant or defendants on whose behalf the offer was made or in the amount of the judgment rendered against the defendant or defendants, whichever is less. In the event the judgment is in favor of the defendant or defendants, the uninsured motorist insurance carrier shall not be entitled to reimbursement for any amounts paid its insured pursuant to this subsection (k). In the event the judgment exceeds the liability insurance coverage available to the defendant or defendants, the uninsured motorist insurance carrier shall be subrogated against the defendant or defendants to the extent of payments it is required to make in excess of the liability insurance coverage. The uninsured motorist insurance carrier shall be entitled to credit for the total amount of damages collected by the insured from all parties alleged to be liable for the bodily injury or death of the insured whether obtained by settlement or judgment and whether characterized as compensatory or punitive damages.

Chapter 9: What is my Tennessee personal injury case worth?

This is the most common question I get asked, and no one likes the answer because it's not simple. There are many people in the world carrying many different types of insurance like auto insurance, UM coverage, UI coverage, worker's comp insurance, or liability insurance. These people carry

many different amounts of coverage like full or partial coverage. These people have many different types of accidents like car wrecks, motorcycle wrecks, slip and falls, or botched medical operations (each of which may be governed by different types of laws). These accidents may happen in many different places like at home, in a hospital, on the road, or at a store (each of which may be governed by a different set of laws). These accidents can happen under many different types of circumstances like while a person is at work or while a person is volunteering at a charity (each of which is governed by a different set of laws).

3 Factors that Determine the Value of an Injury Case

Ultimately, there are three equally important factors that determine the value of your Tennessee personal injury case:

1. Liability (fault)
2. Harms and Losses (damages)
3. Availability of Insurance Coverage (in most cases)

In most cases, when one of these elements is missing, you will not be able to make a full or partial recovery. When all three are present, including enough insurance coverage for a bad injury or wrongful death, you have a much greater chance of a significant settlement.

Liability

Liability is a fancy word for fault. When we talk about who is liable for the accident, we're talking about whose fault it was.

If Only One Driver is at Fault

If the other party was completely at fault, then that party is liable for whatever harm you suffer, and you will recover payment for your injuries. If you are 100% at fault, then no one else is liable to you for your own injury.

If Both Drivers are at Fault (Comparative Negligence)

Many wrecks are caused because both drivers made mistakes (were negligent). Under Tennessee law, when this happens, the fault is split between the two drivers. This is called comparative fault. In some cases, fault can be shared by multiple defendants. Yes, it can get complicated at this point.

Comparative fault or comparative negligence is kind of new in Tennessee. A comparative fault system was adopted by the Tennessee Supreme Court in 1992. To recover under comparative fault, an injured person making a claim must be less than 50% at fault when the injured person's fault is compared to the fault of all the defendants.

If you are 50% at fault or more, you cannot make a recovery. If there is one defendant and the fault is 50/50, you lose. Remember, you must be less than 50% at fault to recover anything. If the case involves you (the plaintiff) and two defendants and each of you is found to be 1/3 at fault,

you will be able to recover. Your fault is less than 50% when compared to all the defendants.

What effect does comparative fault have on your recovery? Simply, if you can recover compensation, your compensation is reduced by your percentage of fault. As an example, if you are entitled to a \$10,000 recovery but you are 10% at fault, you receive \$9,000.

Who decides the percentages of fault in a personal injury case? Not the adjuster for the insurance company, that is for certain. If the adjuster tries to tell you that you are 10% or 25% at fault and she is reducing your settlement offer because of that, you do not have to take that as gospel. Insurance companies are not the arbiter of fault, the jury is. Any discussion of fault before a jury returns a judgment is merely a part of the negotiation process.

“How much is your case worth? There’s just no simple way to answer that question.”

Damages

I call personal injury damages “harms and losses”. What harms were caused by the negligence or recklessness of the at-fault person or business owner? There are two categories of damages in a Tennessee personal injury case: economic and non-economic. Economic damages are all elements of loss for which a dollar figure can be calculated. These include past medical expenses incurred, future projections of medical expenses reasonably certain to be incurred in the future, lost wages, and loss of future earning capacity, if applicable. It can also include things you pay others to do like cut the grass or clean the house while you recover. It can include wheelchairs, home modifications, massages, and health club memberships for continued strength and conditioning. In some instances, it can even include hot tubs. Some of these examples of economic loss require the testimony of one or more expert witnesses. I refer to these losses as the “hard costs” in personal injury cases.

Non-economic damages cover the impact an injury has on the life and lifestyle of the injured person. I call these losses the “human losses” in personal injury cases. I make the point that the human loss is always greater than the hard costs. Human losses include physical pain and suffering and mental anguish, impact on quality of life, permanent disability, scarring, disfigurement and emotional distress. There is not, and can never be, a precise way to calculate these harms. In Tennessee, juries are given this instruction from the trial judges about determining compensation for these non-economic losses:

Pain and suffering, permanent injury, disfigurement, and loss of enjoyment of life are separate types of losses. A plaintiff is entitled to recover for these losses if the plaintiff proves by a preponderance of the evidence that each was caused by the defendant’s fault.

No definite standard or method of calculation is prescribed by law by which to fix reasonable compensation for pain and suffering, permanent injury, disfigurement, and loss of enjoyment of life. Nor is the opinion of any witness required as to the amount of such reasonable compensation. In making an award for pain and suffering, loss of enjoyment of life, and/or permanent injury, you shall exercise your authority with calm and reasonable judgment and the damages you fix shall be just and reasonable in light of the evidence.

The greater the harms and losses caused, the greater the compensation required under our civil justice system to make you whole again, or to balance out the loss. If you are in a terrible

accident with tons of property damages, but you are not hurt at all, then you will have a property damage case as discussed in Chapter 4 of this book but not have a personal injury case. If you are hurt a little, you should receive some but not great compensation. If, however, you are catastrophically injured because of someone else's fault, your settlement should be very significant, provided there is enough insurance to pay the full value of your claim.

Because of a law passed in Tennessee in 2011, no matter how badly they are hurt, the most that an injured person can receive in compensation for non-economic losses in most cases is \$750,000. In 2020, the Tennessee Supreme Court upheld the constitutionality of the law. Exceptions include injuries caused by drunk drivers and intentional acts of violence.

Insurance Coverage

Unless you are injured in a car crash with a driver of a large company like Federal Express, Wal-Mart or Pepsi, you will necessarily be concerned with the insurance coverage available, both on the policy of the car that hit you and on your UM policy.

This same concept applies to premises injuries. If you are not injured on the property of Wal-Mart, Target, or some other big box retailer, you will necessarily be concerned with the insurance coverage available to the property owner.

Most people driving around on our community roads cannot afford to pay money toward a personal injury settlement. Even when a jury returns large verdicts against these folks, they are eligible to file bankruptcy and avoid paying on the judgment. That is why most settlements with ordinary people are limited to the amount of the insurance coverage available, even though, oftentimes, the harms and losses far outweigh the insurance policy limits.

Chapter 10: Can I handle my personal injury case on my own?

The real question is not can you handle your case on your own, but should you?

Can you? Of course, you can. Should you? Well, that all depends.

You do not need a personal injury case for a small accident with little or no property damage where your injury is minor, and your treatment lasts no longer than a couple weeks. In fact, unless the injured person is a returning client or close friend, my law firm does not typically work on these “smaller” types of cases. That is one of my primary motivations for writing this book, to give folks with these types of claims some guidance on how to approach winning their Tennessee personal injury case.

But, when it gets any more complicated than that, when UM or subro is involved, when medical expenses get significant, time is lost from work. Or, God forbid, you have surgery—what then? Do you think you have the knowledge to take on the insurance giant with its resources, investigators, adjusters, and attorneys? Simply put, you are playing a game for which you do not know the rules. Do you think that is fair—to you? Think of it like this: if you knew you had a ruptured appendix and it needed to come out, would you operate on yourself? You could. But should you? Clearly not.

My law firm of experienced and talented “Gladiators in Suits” level the playing field every day for hard-working Tennesseans who suffer serious injuries, with significant harms and losses and who want to fight back.

If you do not hire a personal injury law firm, how are you going to know the real value of your case anyway? Are you really going to trust the insurance company to tell you the truth?

Chapter 11: How can I find the right personal injury lawyer for my case?

If you are thinking of hiring a Tennessee personal injury lawyer for your case, you must do your homework. If you hire the right lawyer, your case will be significantly benefitted; but if you hire the wrong lawyer, your case may be irreparably harmed. Here is a list of what is important:

1. Recommendations and Reviews

First, you should ask your friends, family and your doctor for a recommendation. You should look at lawyers that advertise on television. You should make a list of all the names you come up with and then spend an afternoon reviewing their website, looking at their biographies, case results, and recognitions. Are they included in peer recognized awards like AV Rated from Martindale-Hubble, a member of Super Lawyers, or Best Lawyer lists from trade journals and publications? Look at their social media accounts. What does that tell you? Are they involved in the community? What is important to them? Is that what is important to you?

Gather this information and then look at their online reviews on Google and Facebook. See what past clients have to say and how the law firm responded to any criticism they may have received. These reviews are where the rubber meets the road.

2. Trial Experience

The insurance industry keeps track of which law firms actually try cases and which are merely “settlement mills.” You do not want to hire a settlement mill. You will be offered less as a final offer settlement than you will be with a law firm known to try cases in court in front of juries. While only 5% of cases ultimately end in trial, the lawyer you choose must try some of those on a regular basis. If not, do not hire the law firm.

The owner or partners of the law firm must have several years, at least 15 or 20, practicing personal injury law to have built the kind of trial experience you need to represent you in your personal injury case. In today’s legal market, just like in medicine where you often see nurse practitioners or physician’s assistants, law firms have staff that work on the case. However, the main attorney setting strategy and calling the shots must be a tested and true personal injury lawyer.

3. Local

You want to hire a lawyer where your case will be filed, not some regional conglomerate who spends big money advertising on TV but never attended court in Tennessee. Similarly, you should never hire a law firm where you cannot at least talk to the owner or partners of the law firm. For instance, Morgan & Morgan is a Florida based firm and all of the Morgan’s live in Florida. You, most likely, will never talk to them. In fact, if you call the Morgan firm to see if they will represent you, your call is answered in a call center in Orlando, Florida. The same goes for Hughes & Coleman, a Kentucky based injury firm. Both the named partners live in Kentucky. You, most likely, will never talk to them, even if you ask. Your initial call is answered in a call center in Bowling Green, Kentucky.

You do not want this type of law firm representing you in your personal injury case. Too much is at stake. You need a local lawyer who attends court in Tennessee, knows the judges, and can anticipate how the local jurors think.

4. Enough Talented Staff

You want your case to be handled efficiently. You want it to be done right. You deserve nothing less. The firm you choose should have enough staff, and those staff should be talented. Ask about the amount of staff any lawyer you are considering has and how many of them will be dedicated to your case. The answer matters.

5. Resources

To get the maximum compensation, a law firm must have the resources to go toe-to-toe with the big insurance companies. Catastrophic injury cases, medical malpractice product liability cases are extremely complicated and expensive. Successful attorneys who specialize in complex litigation must be able to advance funds needed to pay for medical experts, medical records reviews, product engineering specialists, actuarial accountants, economists, accident reconstructionists, engineers, continuation of medical care analysts and more. Ask about the financial strength of any lawyer you interview.

You can start by looking at their offices. Does it say, "this lawyer has the ability to invest in my case?"

6. Focus

You should only choose a lawyer to handle your personal injury case who focuses on injury work as the primary purpose of his or her practice. Do not choose a lawyer that just dabbles in personal injury law. You would not let a proctologist perform open heart surgery on you, right? Similarly, you do not want a divorce or estate planning lawyer handling something as important or complicated as your personal injury case.

The insurance industry keeps tabs on which lawyers are singularly focused on personal injury law, which try lawsuits in front of juries, which settle cheaply, and which bring a hard-nosed fight to every case.

Plus, a lawyer who exclusively handles personal injury cases every day has the skills you need to build the case the way it needs to be built to maximize your recovery, understands issues of liability and causation, and is better equipped to take on the latest trends of the insurance industry. Such a lawyer has the knowledge and ability to accurately value your case and negotiate the settlement you are entitled to.

7. Reputation

A lawyer's reputation in the legal community with the adjusters, defense attorneys, judges, and doctors can go a long way when it comes to getting your case resolved in your favor. The reputation of the lawyer you choose can help your case or hurt your case. An attorney with an excellent reputation provides that added value necessary to put a client in the best situation to recover as much as they deserve for what they have been through. Reputation is one of the most important factors when analyzing which law firm is best for you.

8. Personality

An often-overlooked consideration in choosing the right lawyer is personality. You need a lawyer you can relate to, who you trust and who doesn't talk down to you. The lawyer must have the ability to persuade an insurance adjuster or a jury that your side of the case is the right side. Does he or she have the personality to do it?

9. Interview

Finally, narrow your list to two or three lawyers and interview them. Ask to talk to the big cheese, the one you see on TV. You can take your time. In most instances, unless your SOL (see chapter 6) is quickly approaching, you do not have to be in a hurry to choose the right personal injury lawyer for your Tennessee personal injury case.

Chapter 12: But I can't afford a top-notch lawyer for my case.

Most people are just like you and cannot afford to hire and pay an attorney an hourly rate. That is why real personal injury lawyers will (1) offer you a free consultation, (2) come to your home or hospital room to meet with you, and (3) handle your case on a contingency fee basis. This means that

the lawyer will not be paid unless the lawyer recovers a settlement or judgment for you from the person who hurt you or the responsible party's insurance company. The lawyer takes the risk of recovery with you. You invest your trust in the lawyer, and the lawyer invests his or her time, skills, staff, resources and reputation for you.

What's more, real personal injury lawyers will never ask for any money up front and will always advance the costs and expenses of pursuing your case. Like the fee, you only reimburse the expenses when there is a money recovered on your behalf. It is a win-win.

We don't get paid unless you get paid.

“ ...real personal injury lawyers will never ask for any money up front and will always advance the costs and expenses of pursuing your case .”

Chapter 13: Can you tell me about some of the clients you've helped?

My law firm has helped thousands of injury victims over the last 20 years. Every case is different and must be evaluated based on its facts (liability, damages and coverage – as discussed in Chapter 9).

Every one of my clients below started out right where you are now. Injured at the negligent hands of another. Afraid about the bills and lost wages. Worried about getting their car fixed. Anxious about what tomorrow will bring. How will this end? The longest journey starts with a single first step.

Here are some examples of my law firm's experience with past verdicts and settlements in personal injury cases:

Family hit in head-on collision by drunk driver

TRIAL COURT JUDGMENT: \$4,500,000

This was a dram shop / liquor liability case against two downtown Nashville bars. Our clients were a family of three from Cincinnati, Ohio who were traveling through Nashville on I-65 North. They were hit head-on by a drunk driver going the wrong way on the interstate.

The drunk driver had been over-served alcohol (served when he was obviously intoxicated) at the two bars. The injuries were devastating and lifelong. In addition to the trial court judgement, we were able to force the drunk driver's insurance company to pay the maximum amount allowed by the driver's policy, and he was convicted of aggravated vehicular assault.

Construction worker injured in work site explosion

SETTLEMENT: \$4,000,000

We had a client who was a construction worker who suffered life-threatening and life-changing burns in an industrial work site explosion. Due to our firm's network of connections to specialists in a variety of medical and science fields, we were able to bring in some of the nation's leading experts to testify during mediation. As a result, we were able to negotiate a \$4M out-of-court settlement for our client.

Auto accident case involving life-altering injuries

SETTLEMENT: \$2,000,000

One of our clients sustained life-threatening injuries after being thrown from a vehicle. Our client had a fractured neck, de-gloved scalp, rib fractures, lacerated liver, partial loss of ear, and other injuries requiring multiple surgical procedures. We were able to secure a \$2M settlement for the physical injuries and psychological trauma our client suffered due to the incident.

Family man struck and killed while using crosswalk

SETTLEMENT: \$1,638,561

The widow and family of a man who was struck and killed while using a crosswalk in the Hillsboro Village area of Nashville came to us after their loss. We secured an over \$1M award for the family's loss of the love and guidance of their husband and father as well as the economic

value of his expected remaining work life.

Negligent EMT causes career-ending back injury for Nashville Firefighter

TRIAL VERDICT: \$1,044,594

A Nashville Metro Firefighter sought our representation after suffering a career-ending low back injury when an EMT violated safety protocols and improperly lifted the patient during load-in to a transport. Our client later underwent spinal fusion and right shoulder surgery. A life-long first responder, he was forced to retire due to the injury and is now on Social Security Disability. The verdict included \$600,000 in lost past and future earnings that Rocky secured when he brought in a college professor of economics for expert witness testimony.

Driver's side collision causes permanent injuries for young woman

SETTLEMENT: \$800,000

We had an 18-year-old client who suffered a broken femur after a negligent driver in a large SUV ran a red light and broad-sided her. As a result of the wreck, she underwent multiple surgeries and was left with emotional as well as physical scars from this traumatic event and long recovery period.

Vibrant 85-year-old loses independence when make-shift train-ride topples

SETTLEMENT: \$740,000

We obtained this settlement for an active and independent 85-year-old who broke her pelvis and hips, developing permanent bladder incontinence, as the result of an amusement ride accident at her assisted living facility.

Man in wheelchair sustains head injury due to negligent transport worker

SETTLEMENT: \$275,000

After a transport van employee failed to properly lock the brakes of our client's wheelchair, he fell backwards off the wheelchair lift and sustained significant head injuries.

Woman dead and two men catastrophically injured in wrongful high-speed Sheriff pursuit

SETTLEMENT: \$700,000

Maximum allowed recovery against Dickson County Sheriff's Office for two men tragically injured and the family of a woman killed as the result of a negligent police chase. The sheriff's deputy wrongfully and dangerously engaged in high speed pursuit of a car because the officer saw the driver flick a cigarette out the window. At speeds approaching 100 mph, the officer chased the car for miles before the fleeing vehicle struck another car head on, catastrophically injuring the two innocent men in that car and killing the suspect's passenger.

The claims for our clients were brought under the Tennessee Governmental Tort Liability Act (or "GTLA") which limits payments from governments in Tennessee to a maximum of \$700,000 per incident.

Construction site assault ends in life-altering injuries

TRIAL VERDICT: \$500,000

One of our clients, a 40-year-old Maryville, Blount County man, was severely injured when he was intentionally hit by a construction co-worker with a concrete rake and knocked into a 6-foot-deep ditch.

The criminal attack resulted in a conviction for aggravated assault. Our client underwent emergency surgery for a broken elbow and torn ligaments, missed half a year of work and has a scar on his arm.

The judgment was comprised of \$250,000 to compensate for the harms and losses caused by the injury and \$250,000 for punitive damages to punish the criminal and deter others from intentionally hurting people.

Man suffers back injury on-the-job as a result of another company's workers' negligence

SETTLEMENT: \$425,000

One of our client's suffered a serious back injury after he stepped on an unsecured board on-the-job. The injury caused the client to have to undergo spinal surgery and miss more than a year of work. The personal injury case was filed because the injury was not caused by our client's employer but by workers employed at an entirely different company.

Woman assaulted with baseball bat in parking lot at work

SETTLEMENT: \$250,000

We had a young female client who suffered serious injuries after being assaulted with a baseball bat in the parking lot at work by two men and two women. The attackers were engaged in a civil conspiracy against our client, and compensation was awarded for physical injuries, emotional distress, pain and suffering, medical bills and lost wages.

Senior citizen hurt in rear-end wreck caused by disabled dump truck

POLICY LIMITS SETTLEMENT: \$800,000

We had a 71-year-old female client who sustained significant injuries while riding in a vehicle that rear-ended a personally owned dump truck. The dump truck had broken down at night on an unlit road. The dump truck owner failed to put out any type of warning to alert other vehicles on the road. The amount of the settlement was the maximum insurance amount permitted.

Worker's hand crushed in farmer's market accident

SETTLEMENT: \$165,000

Our client was a self-employed man whose hand was crushed while making a delivery to the Farmer's Market. A tow motor driver lost his load, and it pinned our client's hand to the bed of the truck causing a traumatic injury and reflex sympathetic dystrophy.

Williamson County man suffers back injuries in Nashville elevator accident

SETTLEMENT: \$132,500

We had a client who suffered a severe back injury which required surgery when an elevator he was riding suddenly dropped and stopped in a downtown Nashville office building.

Our firm hired one of the nation's leading elevator experts from California to establish negligence on behalf of the elevator maintenance company.

Handyman suffers serious burn injuries from unsafe product

SETTLEMENT: CONFIDENTIAL OUT-OF-COURT

For handy man seriously burned where he was working in basement fire explosion caused by fumes from a dangerous product spreading to the ignited gas water heater. Client suffered burns to his arms, chest, back and legs. He incurred over \$1,000,000 in medical bills at Vanderbilt Burn Unit.

RML settled the case against the seller of the product for negligence after Rocky hired a fire origin expert from Alabama and an industry-leading liability expert from New York.

Construction worker paralyzed in overturned boom truck accident in Bellevue

SETTLEMENT: CONFIDENTIAL OUT-OF-COURT

A construction worker was permanently paralyzed when a boom truck he was operating turned over at a Bellevue job site. During the accident, he was struck in the head by the crashing crane.

The case was against the lessor of the truck for failing to comply with industry safety standards.

TDOT worker catastrophically injured in Interstate 24 semi- truck crash

SETTLEMENT: \$2,600,000

A speeding tractor-trailer truck driver lost control of his semi on an Interstate 24 curve slamming into the pickup truck of a Tennessee Department of Transportation worker and pushing him off the roadway. The TDOT worker had only moments before impact to get back into his truck after unclogging a drain in the gore area of the interstate; otherwise, he would have been killed.

Our client, the TDOT worker, underwent neck fusion surgery and was unable to return to work, forced into early retirement and onto Social Security Disability (all of which we fought for) by his physical limitations and resulting depression.

Pedestrian's leg traumatically severed by negligent dump truck driver

SETTLEMENT: \$1,950,000

A Texas woman walking across the road in Lebanon, Tennessee was hit by a dump truck making a negligent right-hand turn off Exit 238 from Interstate 40. The woman was pinned under the truck and dragged down the road. Her left leg was traumatically amputated in the crash. Her injuries were caused by the commercial vehicle driver's failure to yield the right of way to the pedestrian.

Tragic Green County wreck kills grandfather and injures grandsons

ARBITRATION VERDICT: \$1,687,774

This case was brought by a widow whose husband was tragically killed and her grandsons badly injured in a highway accident in Greene County, Tennessee.

The victims were traveling on the highway when they were rear-ended by a speeding Suburban, causing the Bronco they were driving to leave the roadway and flip several times.

The 74-year-old driver died in the wreck and the little boy suffered a permanent facial scar and as a result, required multiple plastic surgeries.

The arbitration, conducted under a special Tennessee law, was against the insurance carrier for the Bronco for under-insured motorist coverage. The liability insurance carrier on the Suburban agreed to pay its \$500,000 maximum limits of coverage before the hearing.

Speeding semi-truck driver causes I-40 Interstate wreck severely injuring young actress

SETTLEMENT: \$1,500,000

Our client, a young actress, was injured when the van she was riding in on I-40 West was hit from behind by a speeding tractor-trailer. The impact of the wreck caused her numerous broken bones and fractures. Her medical bills were in excess of \$174,000.00.

Pedestrian suffers life-changing traumatic brain injury when hit at an intersection

SETTLEMENT: \$1,125,000

We obtained this settlement at a Dickson County mediation for a Tennessee man who was hit in an intersection by a construction truck that ran a red light. The man suffered a traumatic brain injury and was unable to continue working in a job using his master's level education. He now works at a golf course part-time.

With some of the settlement proceeds, our client was able to pay off his land and buy a new tractor. In addition to fighting for the maximum recovery possible, the Rocky McElhane Law Firm assisted the injured man with using a portion of the money to fund a life annuity contract which will pay him \$1,260 per month for the rest of his life.

Tennessee woman unable to work after Orlando car wreck

SETTLEMENT: \$1,000,000

A sweet, 60-year-old administrative assistant was severely injured in a side-swipe accident in Orlando, Florida. The driver of the company car who hit our client was talking on the phone, not paying attention and had his dog in the front seat with him.

The wreck caused a low back injury described as an L5-S1 posterior herniation, resulting in moderate stenosis which displaced the left S1 nerve root. The lady underwent two complex low back surgeries, including lumbar fusion with pedicle screw instrumentation. She was unable to return to her regular job.

Tragic tractor-trailer wreck injures one and takes the life of another

POLICY LIMITS SETTLEMENT: \$800,000

A Tennessee couple suffers serious injuries after a semi-truck ran a red light and smashed into their vehicle as they were proceeding through an intersection.

Sadly, several months after the collision, one of our clients died as a result of complications caused by the injuries sustained during the wreck.

Two victims endure serious injuries after being rear-ended by tractor-trailer

SETTLEMENT: \$900,000

We obtained this settlement for two clients who were struck from behind by a semi-truck on I-24. The semi-truck driver was not paying attention to the traffic ahead.

As a result of the wreck, one of our clients had to undergo kyphoplasty procedures as a result of her fractured vertebra. The other, had multiple rib fractures and was hospitalized for an extended period at Vanderbilt for numerous health concerns.

Nashville teacher hit head-on by tired construction truck driver

MEDIATED SETTLEMENT: \$750,000

We obtained this settlement at mediation for a Vanderbilt professor who was hit head-on by a construction foreman driving a construction pick-up truck in Nashville, Tennessee.

The professor was on his way to teach, and the construction worker was on his way home after working multiple straight 15 hour shifts to repair a bridge on I-40 West in Davidson County.

The wreck caused a left tibial plateau fracture, which was surgically repaired by open reduction and internal fixation.

Disabled woman suffers traumatic injuries in one-car accident

SETTLEMENT: \$750,000

Our client, a 52-year-old female born with cerebral palsy, suffered life-altering injuries in a one-car accident when the disability transport van she was riding in attempted to avoid a collision. The driver of the van had slammed on the brakes, swerved violently and threw our client out of her seat and into the back of the driver's seat in front of her.

In addition to careless driving, the driver failed to safely secure the passenger's seat belt.

The woman suffered severe spinal injuries requiring back surgery and chronic pain management, all of which impacted her quality of life, independence, and eventually, caused the health complications that her eventual passing.

Drunk driver strikes mother and child on their way to make Christmas cookies

SETTLEMENT: \$675,000

We obtained this settlement for a mother who suffered severe talus bone fracture in her foot, and for her 4-year-old daughter who suffered permanent scar over her right eye, when they were hit by a drunk driver at 9:30 in the morning while on their way to make Christmas cookies.

They were referred to our firm by our client's mother's orthopedic surgeon, who was familiar with the work and results of Rocky's talented team.

Young senior seriously hurt in crash involving negligent driver

SETTLEMENT: \$500,000

A 62-year-old woman suffered bilateral ankle fractures and a lacerated liver when a negligent hospital executive turned left in front of the woman causing a serious auto wreck.

Our client spent four weeks in a rehab hospital and had \$84,000 in medical expenses.

Interstate truck wreck causes brain injury and broken bones for Georgia woman

PRE-TRIAL CONFERENCE SETTLEMENT: \$475,000

Our client, a Georgian woman, was injured in an interstate wreck outside Waverly, Tennessee in Humphreys County. The wreck was caused by a truck driver for a New York trucking company on his way back from a delivery to Texas. The case involved the trucking industry niche of “drive-away service.” The trucking company claimed the driver, who was in a personal vehicle, was not an employee who it was responsible for on the return trip from Texas.

This case changed the way national insurance companies write insurance for “drive-away” trucking services.

The elderly client suffered several broken bones and a mild brain injury caused by a subarachnoid hemorrhage. She underwent months of cognitive and physical rehabilitation. She used some of the settlement proceeds to pay off her modest mobile home in rural North Georgia.

Man in company truck sustains significant orthopedic injuries

SETTLEMENT: \$450,000

After being hit by a teenage driver who had run a stop sign, our client, an HVAC supervisor, sustained ACL tear and fracture of the knee. At the time of wreck, he was in his company pickup truck.

Due to his injuries, the client accumulated almost \$40,000 in medical bills and lost wages.

The insurance for the negligent teenager and underinsurance on the company truck both paid money toward the final settlement.

Bride’s injuries force her to use walker on wedding day

SETTLEMENT: \$265,000

After a one-vehicle wreck just days before her wedding, our client was forced to get married using a walker to get her down the aisle. As a result of the wreck where she was as a passenger, she received a compound femur fracture.

Women injured in hit-and-run seeks justice under uninsured motorist insurance

TRIAL VERDICT: \$251,000

Our client, a 54-year-old bank employee, was rear-ended on Interstate 40 near Hermitage, Tennessee.

The lady was transported by ambulance to Summit Hospital with a neck injury, diagnosed with a ruptured disc in her neck, and was still under the care of her doctor at the time of trial.

Allstate Insurance under our client’s uninsured motorist provision because the 18-year-old man that hit her did not have any insurance and was never seen again.

Allstate hired and paid a doctor to testify there was nothing wrong with her, hid pictures of the wreck until the day before trial and only offered \$10,000 to settle the case.

Rocky asked the jury to award \$135,000 but the jury decided that our client deserved more after Allstate’s intentional disregard of the facts and our client’s claim for serious and life-altering injuries.

Hendersonville woman suffers head and neck injuries in rainy night semi-truck crash

SETTLEMENT: \$800,000

We obtained this settlement for a 60-year-old Hendersonville, Tennessee lady who was on her way to work in Nashville when she was hit by a tractor-trailer truck in the rain. The truck crossed into her lane of traffic. The health-care administration worker suffered a head injury and neck injury which required surgery.

Red light crash aggravates woman's pre-existing back injuries

SETTLEMENT: \$170,000

For a client who was hit by a driver who ran a stop sign in Nashville. Our client had just undergone back surgery for prior injuries shortly before the crash. RML showed the crash aggravated her pre-existing back injuries and caused her to experience increased pain and emotional distress. The defendant was under-insured in this case, but our client had uninsured/under-insured motorist coverage on her auto insurance policy. We were able to force her own insurance company to pay.

Distracted driver hits Nashville Mom head-on and causes life-changing injuries

POLICY LIMITS SETTLEMENT: \$150,000

Our client suffered injuries to her pelvis, legs, and ankle during a head-on collision. The driver who hit our client's car was using her cell phone while driving on a two-lane road in Mount Juliet, Tennessee. Unfortunately, there was limited insurance to cover the significant injuries of the client. However, our firm was able to recover more than the insurance policy limits.

Cheatham County woman thrown from vehicle suffers whole-body injuries

STACKED POLICY LIMITS SETTLEMENT: \$125,000

A Cheatham County woman riding as a passenger was thrown from a vehicle in a one car crash when the driver took a curve too fast, lost control, went into a field, and hit a tree. The injured woman suffered fractures of her ribs, pelvis, tailbone, and nose.

Our firm obtained maximum insurance payouts from two different carriers, one for the car owner and one for the driver. Under legal authority unknown by some lawyers, these two policies "stacked" on top of each other to increase the money that was available to injured clients.

Elderly woman hit by reckless teen requires surgery

POLICY LIMITS SETTLEMENT: \$100,000

For 75-year-old Columbia, Tennessee grandmother who was hit by a teenager in a hurry who ran a stop sign in a Kroger parking lot. The grandmother had to have hip extensive surgery.

Commercial truck wreck steals future from college coed

SETTLEMENT: Confidential

We obtained this settlement for a 21-year-old college junior hit head on by a commercial truck near the Governor's Mansion in South Nashville.

In the wreck, she suffered a severe concussion which developed into post- concussion syndrome, cognitive difficulties, and loss of executive brain function.

Prior to the wreck, the young coed aspired to become a lawyer and work in politics in Washington, D.C. Despite vocational and cognitive rehab, the client was vocationally unable to pursue graduate level study, thus unable to reach her dreams.

The commercial defendant and its lawyers denied responsibility and blamed the young lady for causing the wreck. Rocky fought very hard for this young lady, including investing significant resources in the retention of nine expert witnesses. The experts included an accident reconstructionist, a board-certified neuropsychologist, a board-certified rehabilitation counselor, a board-certified psychiatrist, a board-certified neurologist, a nationally recognized lifetime medical expense planner, a nationally known economist, and a neurologist and orthopedic surgeon from Vanderbilt University Medical Center.

The girl's future medical needs were projected to cost over \$135,000 and her lost earnings were projected at over \$1.8 million. The case settled late in the evening the night before trial.

Drunk driver strikes motorcycle rider on Gallatin Pike

TRIAL VERDICT: \$2,500,000

Our client was riding down Gallatin Pike when the Defendant recklessly swerved into oncoming traffic striking our client.

The client sustained serious injuries including a pelvic fracture and collapsed lung.

The defendant was sentenced to 90 days in jail. The verdict was comprised of both compensatory and punitive damages.

Injured motorcyclist vindicated after incorrect police report determines him at-fault

SETTLEMENT: \$875,000

Our client, a motorcycle rider, was hit by a turning car on I-65 in Williamson County, Tennessee. The investigating police officer determined that the motorcycle rider was at fault for causing the crash. The crash report and what the rider said happened were completely opposite.

With complete belief in his client, Rocky worked tirelessly to vindicate the rider and prove that his life-threatening injuries and five surgeries were the fault of the driver that wrongfully turned in front of the motorcycle.

East TN biker hit by Coca-Cola truck

PRE-LAWSUIT SETTLEMENT: \$165,000

Prior to filing a lawsuit, our firm was able to quickly settle this case for a Morristown, Tennessee biker who was hit by a Coca-Cola truck that pulled out in front of him on Morris Boulevard.

The biker was unconscious at the scene and was life-flighted to U.T. Medical Center for trauma care. The Nashville semi-professional football player accumulated over \$70,000 in medical expenses at Vanderbilt Trauma Unit. Through specialized neurologic and cognitive therapy, the man made a wonderful recovery.

Chapter 14: What do your clients say about your law firm?

“Rocky charged out of the gate fighting and never let up.”—Tim C.

“My wife and 3-year-old daughter were injured when a drunk driver crashed into them. We had never been faced with something that devastating before. We needed someone who would stand up and fight for us. An acquaintance referred us to Rocky McElhaney. Our research showed him to be a fighter, so we gave him a call.

Rocky personally came to our home and met with us. He made us feel comfortable. Our daughter even painted him a picture. We received assurance that our case would receive the same care and attention he would give to all clients. We made the decision to hire him, and the rest is history. He charged out of the gate fighting and never let up. Rocky directed our case to a successful outcome by making the offenders pay for their bad decisions. Ultimately, he helped us through a tough time in our lives.

Everything about Rocky and his law firm was top notch. There were open lines of communication from all parties. When we failed to understand, they were quick to explain. When we felt discouraged, they encouraged us. We hope to never need their services again. But, if we do, we will not hesitate to give Rocky a call. We highly recommend the Rocky McElhaney Law Firm.”

—Tim C., 2018

“[Rocky] got the defense attorney so flustered he couldn’t think straight.”—Micheal C.

“I was riding my motorcycle on 160 when this car pulled out in front of me. I had the right of way, but I t-boned him so automatically the insurance company denied my claim over disputed liability.

I called Rocky and he came right out to my house in Morristown all the way from Nashville. He sat with me, went over everything, made sure he had all my doctor and hospital records, he took pictures of my injuries and he put my mind at ease that he was going to take care of me.

At my mediation Rocky really tore into the defendant and got the other attorney so flustered he couldn’t think straight. It was a lot like watching a lawyer on tv cross-examine someone. Good stuff. He’s got some skills that’s for sure. The outcome was great, his staff were great. If you go through something rough like that, you definitely need somebody on your side, and these are the guys for the job.”

—Michael C., 2015

“[Rocky] fought the insurance companies for us so we could focus on getting better.”—Michael M.

“My wife and I were hit hard in a bad car accident in Morristown involving several cars. Honestly, I didn’t want to deal with having to hire a lawyer and would have settled for the insurance company to just pay our medical bills and loss of time at work, but there were so many insurance companies involved, and nobody wanted to pay. They just kept pointing the finger at each other. We had to get a lawyer. We had no choice. We just happened to pick the best darn lawyer for the job.

We found Rocky through the phone book and when we called him, he came right out to our house in Morristown from Nashville. He talked to us like he really cared about the outcome of our

case.

Our case was difficult, and a lot of lawyers might not have wanted to get involved but Rocky knew exactly what to do and he was diligent and aggressive. He put us at ease with the situation we were in and fought the insurance companies for us so we could focus on getting better.

Another thing my wife and I were really amazed by was his ability to read people and get the response out of them that he was looking for.

We had a great outcome and I would highly recommend Rocky to anyone who's been in an accident and is not sure what to do. Rocky can help them make the decision if they want to move forward and pursue a case or not. He laid it out on the table for us giving us all the information we needed to make the right decision— with no pressure. We definitely made the right choice in hiring him. Thank you Rocky!"

—Michael M., 2015

“If you want an attorney who will work hard for you, my advice is to hire Rocky McElhaney Law Firm.”—Linda S.

“Rocky McElhaney Law Firm went above and beyond the call of duty when it came to handling my case. Rocky McElhaney and his team were there for me 100% of the way.

When you walk into the firm's office you feel a sense of ease and relief fall over you all at once. I have never met a team of people who truly cared and worked so hard for me and my family as the McElhaney team did. I was very comfortable with the way my case was handled from start to finish. I will definitely use Rocky again if the need arises. I have and will continue to refer prospective clients. If you want an attorney who will work hard for you, my advice is hire Rocky McElhaney Law Firm.”

—Linda S., 2015

“Having a seat at the table is something I wanted, and I've found that here.”—Joe F.

“I got hit by a car on my bicycle, while on a small vacation in Knoxville. Due to the severity of the accident, I knew lawyers would jump on the case very quickly. The issue arose when I figured out that some law firms don't care about the people they are helping, they just want a paycheck. I did the research and shopped around, I wanted to find a lawyer who loved money but also to the same extent loved the clients.

There's no lawyer in Nashville who is that consistent, trust me, I did the research.

All in all, it's been an amazing experience. Having a seat at the table and being part of the discussion about my best interests is something I wanted, and I've found that here.”

—Joe F., 2018

“My dad encouraged me to call Rocky McElhaney to represent me and I am so glad I did.”—Julie C.

“I was hurt in a car accident. At first, I didn't realize just how bad I was hurt. I was just upset my brand-new car had been wrecked. He hit me from behind on the left side. When I woke up on day 3 after the accident, I could not turn my neck to the left at all, my lower back and left thigh were on fire.

When I called the insurance company, they totally tried to downplay my injuries and said this is completely normal and it will pass. My dad encouraged me to call Rocky McElhaney to

represent me and I am so glad I did!

Every member of his staff was absolutely wonderful! His team was always checking in with me with updates and questions to help me get the best settlement possible. They helped get me seen by an orthopedic doctor who recommended for me to treat at a rehab facility to ensure that I was completely healed from my injuries. They worked with my medical billers to get them lower the amount I had to pay back with my settlement. I am extremely happy with my settlement and would recommend Rocky McElhaney to anyone that would need his services!"

—Julie C. , 2017

“He did an honest job for honest pay and helped me to get my groove back.”—Montoya T.

“I was traveling in an SUV with six other ladies in Smyrna, Tennessee. We were going about 30 mph when we were hit head on by a drunk driver going 60mph. That man lost his life in the wreck. All I remember was rolling through the air and then waking up and hearing the emergency personnel say, “They’re all DOA.” That’s when I remember coming to for a second and screaming “I’m not dead! We’re not dead!” Miraculously, all my sisters survived but we all paid a very big price physically.

The woman that was sitting behind me in the vehicle had broken her leg and hip and her leg pushed the metal on the head rest into the back of my head near my brain stem. That caused a host of long-term brain injury symptoms. I had 12 hours of visual blindness. I suffered from chronic emotionally triggered vertigo which looked and acted like narcolepsy when I got excited, sad or angry. I had uncontrollable nausea, vomiting and chronic dizziness. Worst of all, I lost 15 years of my memory with amnesia of which is something I’m still coping with.

I really feel like out of all of the lawyers out there, that Rocky and his team are re- ally genuine about helping people and doing whatever it takes to make them happy and get them to a better place.

Even though I’m still grappling with some amnesia and other chronic symptoms from the accident, I am thankful for the journey and thankful for the Rocky Law Firm coming into my life. They did an honest job for honest pay and helped me to get my groove back.”

—Montoya T., 2018

“I actually had to hire the firm twice... I can honestly say that these guys are consistent, they took care of me both times!”—Patricia R.

“After having been involved in an auto accident, I contacted the Rocky McElhaney Law Firm to handle my personal injury legal issues.

Due to the unfortunate circumstances of having been involved in two auto wrecks over the years, I actually had to hire the firm twice. No one ever wants to have to deal with lawyers or be in the middle of an insurance dispute, but if you do, I can honestly say that these guys are consistent, and they took care of me both times!

The entire staff at this firm is very professional and extremely personable. It was my husband’s and my experience that they all work together as a team and genuinely care about their client’s health and overall well-being.

I would highly recommend the Rocky McElhaney Law Firm to anyone who has experienced injuries due to an accident- be it auto or any other type.“

—Patricia R., 2017

“I got my settlement! It couldn’t have ever happened without the help of Rocky and his law firm.”—Jennifer S.

“What can I say about Rocky McElhaney Law Firm?

I had look and look for a lawyer to take my mesh case. Several lawyers to be exact. I always got letters back saying they would not take my case. I wasn’t ready to give up, so I tried one more law firm not really expecting anything. I got a letter wanting to know my symptoms. Not long after that, I got another letter saying they would take case. I was so happy. Just a few weeks ago I got the best call ever. I got my settlement! It couldn’t have ever happened without the help of Rocky and his law firm. Thank you for all you have done.”

—Jennifer S., 2018

“If you got a problem, just let Rocky know. He’ll get the job done right!”—John P.

“This is the only man that went to the Supreme Court and won! In addition to being an outstanding lawyer, he’s a father of four beautiful children that are the joy of his life!

He has represented our family for over ten years and been a close friend ever since we’ve met. This man and his team are one of the most reliable and hardest working people I’ve had the pleasure to know. If you got a problem, just let Rocky know,. He’ll get the job done right! Don’t take my word, his actions are documented and confirmed. His team is one of the best I’ve known, and he personally takes matters into his own hands!”

—John P., 2018

“His passion for law and justice sets him apart from any other attorney I have ever met. “—Shirley C.

“The best of the best is exactly how I would describe this well known, prominent and one-of-a-kind attorney, and there are not enough words to express what he has done for my husband and me.

Through years of working with him he has become not only our trusted attorney but one of our very best friends. His passion for law and justice sets him apart from any other attorney I have ever met.

When it comes to his client’s Rocky leaves no rock unturned in his thorough investigation in getting them the settlement they deserve.

He made this very stressful time in our life less complicated by driving to us so that we did not have to endure the Nashville traffic.

Rocky is not only devoted to his clients, but he is a very devoted family man and very active in the community as well.”

—Shirley C., 2018

“Always calls me back, always asks about me. Good guy all the way around.”—Eugene F.

“I’ve known Rocky for about 13 years. We met in about 2002. He took a case for me when no one would. He actually handled a few different matters for me. He was upright, straightforward and honest. He talks the talk and walks the walk. He’s been good to me and my wife and invited us to his family Christmas party. Rocky is a class act. I try to send everybody I can to him because I trust him. He did me and my family right. I know everybody thinks lawyers are a bunch of thieves,

but Rocky is broke the mold. Always calls me back, always asks about me. Good guy all the way around.”

—Eugene F., 2015

**“...if you are looking for someone who will get in the ring and win...”—
Bryant W.**

“I recommend using this firm for anything that life may throw your way. I took my case to Rocky and from day 1, they handled my case with care. All I had to do was go to my appointments, and they took care of EVERYTHING else for me. So, if you are looking for someone who WILL GET IN THE RING AND WIN! These are the people I HIGHLY recommend you bet on. If they don't have the practice area for your injury or etc., they will forward you to someone that does. I call them my family because that's how they treated me. If I emailed, they replied back within a day or called back if I left a message about any concern. They ARE the BEST! So, if you or someone you know is looking for a very experienced attorney... look no further, because you've come across the right firm.”

—Bryant W., 2014

“You will NOT be disappointed with the results”—Ryan D.

“My back was injured when I was hit head on by a truck on the wrong side of the road. I called Rocky McElhaney the next day. Rocky called me to talk about the wreck and my injuries and asked what could be done for me that day. They immediately sent an attorney to my house to talk about the wreck.

Over the next few months, the firm worked very hard for me in dealing with the other party's insurance company. I was always kept up to date with every minute detail.

Overall, I could not have asked for a better experience working with this firm. Five stars, hands down! Do yourself a favor and hire these guys to handle everything for you. You will NOT be disappointed with the results.”

—Ryan D., 2017

“I chose Rocky because I knew that he would fight for me and would not back down to a bully.” —Janet L.

“I have practiced law in Nashville for over a dozen years. When I needed my own lawyer, I chose Rocky because I knew that he would fight for me and would not back down to a bully. In addition to having a brilliant legal mind, Rocky is the most genuine and up-front guy I know, and makes all clients feel at home. His dedication and that of his staff to my case (and all his cases) is incredible, and often included working in the evening and on weekends in order to make sure no stone was left unturned. Through the entire process, Rocky and his firm made sure I was not only navigating the legal process but moving forward with my life.”

—Janet L., 2016

**“They were supportive, informative, and extremely competent.” —
Sandra B.**

“Rocky McElhaney and his team were amazing when it came to handling our case. My husband was injured in an auto accident in the spring of 2012. We had researched and spoken with different attorneys before deciding on his law firm. This past spring, Rocky and his team were

able to help us receive the outcome we deserved. They were supportive, informative, and extremely competent. This was our first ever lawsuit and hopefully our last. However, if I had to go through it all again there would not be another attorney I would go to. Thank you Rocky!"

—Sandra B., 2016

"I feel really good about what they did for me."—Marco D.

"I was involved in a wreck just over a year ago. I had been in some fender benders in the past but this one scared me. I didn't start having whiplash symptoms until a little while after. Rocky and everyone at the office was so kind. They immediately took the burden of dealing with the insurance companies off my shoulders. They were very easy to work with caring, kind, and informative. I was really satisfied with this firm and my result. This is not the first experience I've had dealing with a lawyer. Compared to my other experiences I really think these guys are on it. I feel really good about what they did for me."

—Marco D., 2017

"I no longer called my lawyer my attorney, but my family."—Patrick A.

"I can't express in words the treatment I received from the Rocky McElhaney Law Firm. Not only did they speak to me on day one, but they invited me in the office, and I talked to his team for nearly 2 hours. They kept in contact with me the whole way. Now if you think that was amazing, read this... On top of the frustration of having a case, I was also experiencing one of the darkest points in my life. I know when people hear "darkest point in life" they tend to think of drugs and/or alcohol. Neither of the two aforementioned. But let me tell you, my lawyer's words and the time he took with me on this matter helped me in ways that I still put forth in my daily walk of life. My lawyer was firm but very fair. He didn't candy coat things. I knew that this man had my best interests. After the case, I no longer called my lawyer my attorney, but my family."

—Patrick A., 2018

"They made my situation MUCH easier to go through..."—Hannah B.

"When I had my accident, I had plenty to worry about. I was injured, and bed ridden for months. With the help of this wonderful law firm my hospital bills and settlement were all handled with very little effort from myself. I didn't even have to worry about speaking with insurance adjusters or obtaining reports or anything, I was simply given updates when they were available and told when to come get a check. If you are needing legal assistance, I would definitely recommend contacting Rocky McElhaney's law firm. They made my situation MUCH easier to go through because they were there every step of the way to ensure that I was being properly taken care of."

—Hannah B., 2018

"They truly care about their clients and make it their first priority to take care of you!"—Caitlyn T.

"In November of 2014, my life changed forever when a few friends and I got into a car accident. I lost two of my best friends and struggled to fight for my own life. After three weeks in Vanderbilt,

I was already so exhausted from relearning how to walk and getting back on my feet. Rocky and his team took my case into their own hands and fought for me.

They helped me through all of my worries and doubts and settled my case strongly. My paralegal was very intelligent and always found answers to all my questions if she couldn't answer them herself. All of the staff at Rocky Law Firm were always so eager to help and to listen to me when I needed them the most! I most definitely would recommend them to anyone. They truly care about their clients and make it their first priority to take care of you!"

—Caitlyn T., 2019

“They changed our lives forever, not only getting us what we deserved, but also taking care of us as human beings.”—Stephanie S.

“Rocky and his entire staff were amazing when handling mine and my boyfriend’s case. We got hit by a drunk driver. Rocky came and saw me in the hospital to talk about it. They were flawless from the very beginning. Not only did he come to help so quickly, but also his team brought me food of my picking that night so I wouldn’t have to eat hospital food. Going forward, his team was in contact with us nearly every day.

When I was finally released from the hospital, I went his firm and it was so nice and everyone there was comforting and constantly asking if I needed anything to make myself more comfortable.

To this day, I still keep in touch with him and some of his staff. They changed our lives forever, not only getting us what we deserved, but also taking care of us as human beings. We were never treated like clients; we were treated like close friends or even family. I am so grateful for every single person in that office.”

—Stephanie S., 2019

“If you’re looking for a big-time lawyer with a small-town feel, well, look no farther...”—Robert E.

“Rocky and his team are exceptional from beginning to end, expect nothing but the best. I have never heard of a law office that makes you feel like you’re at home, yet every time I visit, I never want to leave. From the fresh faces greeting you as you walk-in, to the firm handshakes, you know these people care and when someone cares about you, you’ll feel like you’re in safe hands. So, I would suggest to anyone, if you’re looking for a big-time lawyer with a small-town feel, well, look no farther than Rocky McElhaney Law Firm!”

—Robert E., 2018

“They negotiated a settlement that was much higher than I anticipated and did it professionally!”—Christie A.

“I was injured while on vacation in Nashville from Michigan. I thought doing everything via email and snail mail would be difficult, but they made it effortless. (Al- though I’m sure it wasn’t on their end, but it never showed.) I was worried about having to travel back to Nashville, but they took care of everything. They negotiated a settlement that was much higher than I anticipated and did it professionally. If you need a lawyer, I can’t suggest anyone other than Rocky and his amazing team!”

—Christie A., 2018

“My settlement was even bigger than I expected!”—Chris V.

“Hiring RML is the best choice you can make for yourself or your family. I felt help- less after my accident. I just didn’t know what to do. But Rocky and his extremely talented team knew exactly what to do. They aren’t lying when they say they’ll fight for you--they truly mean it. Plus, my settlement was even bigger than I expected! Thank you so much Rocky Law Firm!”

—Chris V., 2019

“I would not think twice about recommending Rocky and his team.”—Charles F.

“I don’t do many reviews, but I feel obligated to write one when my family has received such great kindness, compassion, and just down-right honesty from this law firm. Rocky and his team have helped in so many ways that it’s hard to list them all without typing out a small book.

As for me, the single most important service any company can offer its customers is honesty and compassion. Rocky and his team are not just going to sit there and tell you what you want to hear, they are going to give you the honest truth, and not make promises they can’t keep.

Meanwhile, the whole time they’re busy making sure you are comfortable with what is going on. I watched my wife get ready to go into a deposition a nervous wreck, only to have Rocky and his team calmed her down while making sure she was completely comfortable with what was happening the entire time. Even if Rocky would have lost my families case I would not think twice about using or recommending Rocky and his team.”

—Charles F., 2018

“I felt taken care of and like my trust was valued.”—Edna H.

“If I had it to do over, I would hire Rocky in a heartbeat. Rocky was a caring, sincere and honest person with me. I phoned him and he had their team of lawyers out to see me the next day. I felt taken care of and like my trust was valued. What got me interested in Rocky was his commercial where he was talking about his family and what they went through after his dad’s work injury. When I got to the office and met with Rocky, he was the same person as I saw on TV: Down to earth, reasonable, easy to talk to, and empathetic. I’m happy with my results and would refer anybody to this firm.”

—Edna H., 2018

“They’ll fight the battle so you can live your life.”—Paul M.

“If you’re reading this review, chances are you are a lot like me. You get up and go to work every day, make sure your kids get to school, and try not to lose your cool in Nashville’s traffic. You consider yourself a productive member of society, and you don’t have an attorney on retainer. Why would you? Chances are, the closest relationship you have with the legal system is watching old episodes of Law and Order on Netflix.

Then one day, out of the blue, some event changes all of that. That’s why you’re here right? You need a lawyer, and you don’t know where to turn.

My family and I found ourselves in this situation. We weren’t sure where we stood, nor if anything could be done about it. We needed a lawyer; one we could trust. We called Rocky McElhaney Law Firm, and it was the smartest decision we could have made.

From the outset, we felt like we had allies, people working together for us. Of course, the team

provided expert advice and consultation, but more than that they brought kindness, empathy, and understanding to the table. These folks are smart, strategic thinkers who love their work and genuinely care about their clients. And they delivered on our case.

Honestly, I shudder at the thought of legal drama in my life. I prefer it to play out on television. But sometimes life happens, and you need someone to be your advocate and help you through the process. When it does, Rocky McElhane Law Firm should be your first call. They'll fight the battle so you can live your life."

—Paul M., 2019

“Rocky really sets high standards...”—Donna B.

“Rocky and his Gladiators work hard for their clients and they do it with heart. The whole staff at RML take an interest in every client and their welfare. When a group of close friends were in a very serious car accident in Smyrna, TN, he was recommended to help them. He went out of his way to go to them whether it was at their home or in the hospital. The whole staff worked tirelessly to see things through to the best solution possible. Rocky really sets high standards for his associate lawyers and his firm and they always rise to the occasion!”

—Donna B., 2019

“I was lost but they knew what to do right away.”—Rhonda C.

“I was already in the crosswalk in my wheelchair. There were three lanes of traffic stopped and this woman blazes right through a stop sign and hits me. I was hurt, scared, so upset about my chair--my only way to get around, stay healthy and work. It was basically total loss and I depend on it to help me stand. Without it, I get physically sick respiratory problems, bed sores, intestinal issues, I can't go to the bathroom, the list goes on.

After being hit, the lady who hit me actually said “I'm going to be late, I have a doctor's appointment to get to?” She was without remorse. That had to be one of the worst parts about the whole incident.

A good friend referred me to Rocky and his team at the Rocky McElhane Law Firm. I was lost but they knew what to do right away.

The biggest fight was to get them to say ‘yes’ to getting a new chair. They only wanted to take care of my medical bills--not the chair. I couldn't have done it on my own. I fully depended on this firm and they came through. I ended up getting a new chair and a great financial recovery to help me move onto the next chapter of my life. I'm a fighter, the whole crew at Rocky's office in my corner advocating and fighting for me to get my life back, I'd be in a very different place right now. Love these guys!”

—Rhonda C., 2019

“You are important to him and he cares.”—Linda W.

“I had an extended case with some bumps along the road where intervention by Rocky prevailed and saved the day for me. His integrity and vast knowledge of litigation solved my dilemma. I was finally able to put this behind me. He is genuine, trust- worthy, and goes that extra mile. I recommend Rocky and the Rocky Law Firm 100%. You are important to him and he cares.”

—Linda W., 2019

“Not only did I get my bills paid, but an excellent settlement as well!”—Rod C.

“I was knocked unconscious by a drunk driver and needed help with everything. I called my attorney and he wasn’t sure that I could get much of a settlement. So, I called Rocky McElhaney because I read that he was Nashville’s Best Attorney for 5 years in a row. He and his team walked me through the process, and not only did I get my bills paid, but an excellent settlement as well. My team was very informative and straight forward. My paralegal took my calls and was also very helpful in getting me setup with the medical treatment I needed. I’m very grateful to Rocky McElhaney Law Firm.”

—Rod C., 2020

“These guys are great!”—James B.

*“They really understand how to talk to you like a normal person. Thanks, guys
.James brown loves ya.”*

—James B., 2020

“I ended up firing my lawyer and hiring Rocky—and I’m so glad I did!”—Krystal S.

“I had a wreck last November. I did a lot of research because at the time I had already signed with another big-name lawyer, but I was so disappointed with his performance. I ended up firing him and hiring Rocky—and I am so glad I did. My team at Rocky’s helped me with everything. For example, they found me a doctor when the other attorney would not. They were super informative. Their empathy for my situation outside of the wreck, helped us to come to a decision that I was comfortable with. Though I wish to never be in a wreck again, if I ever needed any type of legal services - 100% I would go with them again.”

—Krystal S., 2020

“I trusted them completely and was not let down.”—Mari Y.

“Excellent representation and very happy with the firm’s ability to move things through and get things done. I trusted them completely and was not let down. Everyone seems so down to earth. They were always friendly and available any time I had a question or concern -- I was never rushed through a phone call or meeting.”

—Mari Y., 2020

“He and his office staff made me feel that they had my best interests at heart.”—Carla K.

“I was involved in an MVA while on the job and I tried to settle the claim without seeking an attorney’s advice. The defendant’s insurance company offered me very little for the amount of injury and continued difficulties since the wreck. I was so insulted, and my feelings were so hurt that the insurance company did not value me or my health that I started crying! I called my husband who told me to call Rocky. I called Rocky and he assured me that he would work hard for me. He told me that we could seek compensation, not only from the auto policy of the driver

who hit me but also through workers' compensation since I was on the clock.

He and his office staff made me feel that they had my best interests at heart. He kept me informed throughout the process and we were able to settle during mediation. I wish that I was not involved in a car accident and it was not a fun experience, but I am so glad that I chose Rocky and his law firm to represent me. I would highly recommend his firm for anyone struggling with a personal injury."

—Carla K., 2017

“He handled my family’s case quickly and got us the highest possible recovery...”—Sam J.

“After calling several local law firms and being turned down, Rocky personally met with me. He took the time to hear my story when those other lawyers wouldn’t give me the time of day. Rocky’s charisma won me over. We had a seemingly difficult auto wreck case involving serious injuries, but he took the case without any qualms. I felt very comfortable leaving things in his hands. He handled my family’s case quickly and got us the highest possible recovery we could have received from this matter.”

—Sam J., 2017

“When all the lawyers in Nashville wouldn’t talk to me and my wife—they did.”—Donald H.

“My experience at Rocky McElhane Law Firm was a great one. When all the lawyers in Nashville wouldn’t talk to me and my wife they did. From first day I walked through their doors, I knew that the staff would be dedicated to us. Our case was unusual to say the least and took a while, but justice prevailed and Rocky and his team stood for us the whole way through.

We were part of his family. Rocky and his team stayed in touch with us and answered all our questions with compassion that only family could do. As a result of my case, Rocky might have even changed a law for the better serving of all of us. If you asked me today if I would recommend Rocky McElhane Law Firm, without a doubt, the answer is ‘yes’ over and over again. As a matter of fact, I referred my aunt to them. Rocky, thank you for all the hours that you and your team put in for me and my wife in this case.”

—Donald H., 2015

“You were, and still are, a GREAT attorney!”—Dean F.

“Rocky, I sure hope that you see this because so many times all we hear about are the “bad things” that happen, and, not the “good things”. Dean and I appreciate the good work you did for us in the past. You were, and still are, a GREAT attorney! We see your commercials on the TV at night, and are so appreciative of you, and your hard work to get our case settled. You REALLY are a fine person! Thank you again for your help.”

—Dean F., 2015

Chapter 15: Tell me more about yourself and why you do what you do?

Being a Personal Injury Lawyer, to me, is not merely a career—it's a way of life.

It requires an honest heart, the strength to bear others' pains and burdens, and the willingness to work hard and do hard work every day. It requires a love of the law and justice; a generous spirit; and an instinctive drive to aid those in need of help.

Being a lawyer should be about so much more than just holding someone accountable or righting a wrong. Lawyering is honoring the core values and common ties that bind us as a community, values like the ones my grandmother taught me at Central Point Baptist Church when I was as a small boy. My lawyering grew out of southern roots that run deep in that rural, farming

“I believe the world would be a better place if more of us focused on helping each other.”

community of East Tennessee—a place where life boiled down to faith, family, friends and hard work – in that order.

Growing up, my Sunday mornings were for church where Mamaw taught the kids about Jesus and sang in the church choir. Sunday afternoons were for family. Time passed slower then. There was no cable. My cousins played tag in the yard, climbed trees or explored the fields and barns of the tomato farm. The grown-ups sat in folding lawn chairs under the big shade tree, drank sweet tea, and churned out homemade ice cream. Every car that went by blew the horn to say hello. We all waved back, whether we knew the folks or not. In that place and at that time, I learned the life lessons that define who I am today – pray, put others before yourself, and share what you have.

Being from a small-town meant passing down to the next generation the important things in life. The traditions were timeless. What you passed down was different for different families. In my family, baseball played a major role. Baseball filled our summers and connected one generation to the next. Time passed slowly on the ball field. My Papaw McElhaney was a catcher, my dad was a catcher, and I was a catcher. Now, my nine-year-old plays catcher.

Baseball brought us closer together, broke us down, built us back up. It healed our family at times when we couldn't figure out how to do it ourselves. In 1985, baseball took my family to Williamsport, Pennsylvania for the Little League World Series. Dad coached that all-star team, and I played catcher.

When I started playing baseball, my dad coached me and my teammates. He touched the lives of so many kids through baseball—teaching us about the game and, in a bigger sense, about hard work, dedication, humility, and character.

Now, I coach my boys here in Hendersonville, trying to pass on to them the joy of the game and the same priceless lessons about life my dad gave to me long ago. Last season, my two oldest sons, Luke and Jake, made the all-star teams; I coached. Both played in the State tournament, and Jake's team won.

I live with my wife, Penny, and our four kids. Penny and I both grew up having less than many

others. When we first met, we realized we shared the same life- long dream of raising a family on a farm. We dreamed of a tree-lined drive leading back to a big farmhouse overlooking a pond and fields where horses grazed. We wanted to be able to sit on our back porch and look out at green pastures and Tennessee hills and watch the sun set each night while our kids roamed and romped through the grass like we used to do. That was our dream, and together, we set out to make it come true.

I was sworn in as a lawyer in 1999 and started what is now called Rocky McElhane Law Firm in 2002 with just two lawyers and two paralegals in a small office in downtown Nashville. I focused on representing real people, not the powerful, and I hired other lawyers and paralegals with the same goals. I used my core values as the foundation for my business, measuring our success by the level of integrity and dedication our team showed our clients. Those core values helped us deliver successful outcomes for our clients again and again. Over time, hard-working Tennesseans came to rely on us when their lives were at their worst because of some serious injury or tragic death. We earned a reputation for honesty and courage, standing up to billion-dollar insurance companies and big business when families needed it most.

Along the way, I did some pretty cool things professionally: negotiated with the Governor over the 2014 reforms to the state workers' compensation system; won a landmark victory against General Motors which allowed hundreds of union workers to receive more compensation for their work injuries; fought and won an eviction battle against Chase Bank for a local civil rights hero who marched with Dr. Martin Luther King, Jr.; argued six cases before the Tennessee Supreme Court that made real differences in the lives of people in my state; had the opportunity to help a lot of people and make a lot of friends; and shared tears and triumphs with some of the most remarkable human beings in the world, our clients. That's what I would call a successful career lawyering for "the people," and I'm endlessly grateful to those I've been able to serve.

In 2019, I was named Best Lawyer in Nashville by Nashville Scene readers for the fifth year in a row. I have been named one of Tennessee's best attorneys year after year in various media outlets. Need to list some of these awards specifically.

Our hard work paid off for our clients and for Penny and me. In 2016, we finally realized our lifelong dream when we moved into what we call Birmingham Farm, 42 acres of the old Rainey estate in Gallatin. We try to make time pass a little more slowly there. We do our best to make a life that will allow our three boys and baby girl to grow up with the same innocent pleasures we did – fishing, exploring the fields and barns, shooting BB guns, riding four-wheelers, sitting under a shade tree, or on our back porch, talking to each other, listening to each other, and starting to dream their own big dreams.

My life at the farm is filled with adventures. We chase our black lab, catch lightning bugs in the back fields, touch frogs at the ponds, play with sticks (a good stick can be anything), track groundhogs we need rid of, count turkey, watch deer, and listen to the sounds of crickets and laughter fill the evening air. We want better for our children than we had growing up, but most importantly, we want to give them the experience of those simpler times. Kids need that these days. Heck, we all do.

Today, my firm employs 11 lawyers and 31 employees and continues to grow. We built a state-of-the-art headquarters just north of the city in Indian Lake and have offices in Nashville, Hendersonville, Clarksville, and Knoxville. We keep working hard, focusing on those core values that helped build our firm, and trying to find ways to help more people in more ways.

It's my belief the world would be a better place if more of us focused on those things. I think helping people starts with finding common ground. As human beings, we all share common experiences. Most help each other when we can, lean on each other when we have to. Most of us are united in our belief that brighter days lie ahead, that God is great and that we can make a better way.

When it comes to the joys and pains of life, we've all experienced our share. My dad died alone in a nursing home in the middle of the night just before Christmas in 2016. My only uncle died of

cancer the year before that. My brother lives in Cincinnati, and I don't get to see him that often. Just before Halloween, I helped Luke turn a pumpkin into an Angry Bird for a school project. Our 7-year-old Tate throws an ungodly fit every night at bedtime. Penny needs surgery on her shoulder. My stepdad got hurt at work, and they treated him unfairly. One of my cousins is applying for disability, and another just had a baby after trying for ten years. Penny and I suffered a miscarriage trying to have our last baby but were later blessed with our daughter, Isla Quinn. I see a therapist for depression and anxiety and take medication for that.

Like you, Penny and I get through the tough times by leaning on our faith and holding onto each other. At night when it's quiet, we watch our children's peaceful sleeping faces. We celebrate the good, pray about the bad, work hard, and try to help somebody if we can. We fall into bed each night – thankful and exhausted – and hope for a better tomorrow.