

A Consumer's Guide:

# Choosing a Personal Injury Lawyer in Wisconsin



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ATTORNEY AT LAW

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## *Introduction*

We have all seen the television advertisements, “*if you’ve been injured call me*” or “*my lawyer got me \$200,000.*”

How can the typical consumer distinguish the reputable law firm from the disreputable law firm?

The central goal of this book is to assist the consumer in their search for the right attorney for their particular case. We obviously cannot guarantee success in this endeavor, however, the purpose of the book is to educate the reader about how to select, and just as importantly, deselect certain lawyers through an informed decision-making process.

An important step along the way is to dispel some popular myths about lawyer ads. In the process of dispelling these myths, the reader should gain a critical understanding of how to read most lawyers’ yellow page ads, how to view most lawyers’ television commercials and how to understand most lawyers’ web sites. Just as important is to educate the reader on the rules for lawyer advertising and the different types of attorney contracts and fees. Finally, the reader will be provided with a step-by-step method for choosing the right lawyer for their injury case.

If the reader only takes one thing away from this book, we hope it is that one should *NOT* hire a lawyer until that lawyer has answered all of their questions. Not all lawyers are the same, just as not all cases are the same. Be sure your lawyer is the right lawyer for you and your case.

## ***Why Was This Book Written?***

In speaking with friends, family members, and clients, it became quite apparent that the average consumer does not understand personal injury lawyer advertisements, contracts, fee structures, and the proper steps to take in making an informed decision in hiring a lawyer for their personal injury case.

In researching the book, I decided to start by looking in the *Yellow Pages* and analyzing the ads. I was disappointed. Then I started paying attention to the personal injury lawyer television ads. I became frustrated. The underlying theme of the vast majority of lawyer ads consisted simply of a generic slogan with very little actual substance. Some ads had a little more substance, such as listing their membership to certain legal organizations. However, even these ads failed to explain the significance of these organizations and why it might benefit the consumer. Some ads were downright misleading.

There clearly was a disconnect between the majority of lawyer ads and what was really important to an injured person in choosing a lawyer. What was even more clear was that this disconnect was the fault of the lawyers running the ads, *NOT* the injured person viewing the ads. I was not able to find any ads that actually educated the injured person about lawyers or the legal process.

## *What do the slogans below actually mean?*

- *“No Fee Unless You Win”*
- *“Free Consultation”*
- *“Home and Hospital Visits”*
- *“Serious Injuries”*
- *“24 Hour Availability”*
- *“One Call... That’s All!”*
- *“Don’t Drop the Ball. Make the Call!”*
- *“Don’t Settle For Less”*
- *“Full Service Law Firm”*
- *“We’ll Fight For You”*
- *“AV-Rated”*
- *“Wisconsin Super Lawyers”*
- *“Rated Best Lawyers”*
- *“50 Years Combined Experience”*
- *“\$20 Million Verdict”*
- *“Extensive Experience”*

Once I overcame my initial disappointment in lawyer ads, I reflected. The majority of the public has a negative view of lawyers in general. The public attitude towards personal injury lawyers is even worse. Then I considered the fact that, fortunately, the majority of the public actually has no need to contact a lawyer, let alone a personal injury lawyer. Therefore, for many people, the only contact they have is what they see on TV or in other advertisements. This explains much of the negativity, especially for personal injury lawyers. If personal injury lawyers would realize this and take pride in the fact



that they are actually in the business of helping people – and advertise with this in mind, then perhaps public perception of personal injury lawyers would improve. As a result, perhaps the truly injured would be able to access the service they deserve.

### *About the Author*

Wisconsin attorney Randy Rozek has devoted his professional career to representing individuals harmed by the negligent or intentional conduct of others. Randy has successfully taken on many large corporations and insurance companies throughout the United States. Attorney Rozek has his own office, ROZEK LAW OFFICES, S.C. in Milwaukee and Madison, Wisconsin.





## Common Myths Conveyed in Lawyer Advertising

### Myth

### Truth

1. Lawyers who advertise in the yellow pages must be successful and lawyers who advertise on television must be even more successful.

An advertisement in the yellow pages or television is not necessarily a sign of success. Some lawyers simply continue to run ads to generate a high number of cases. Then to limit the amount of time spent on each case, these lawyers choose to settle the cases, without any intention of going to trial. More often than not, this tactic results in the injured victim receiving much less than they truly deserve. These “*high volume*” law firms must continue to spend money on advertising because they will never get referrals from disgruntled past clients.

2. Lawyers or law firms with several offices are more successful than those with only one office.

More offices may simply mean more clients and less time to personally attend to each individual case. Again “*high volume*” does not equal adequate representation.

## Common Myths Conveyed in Lawyer Advertising

### Myth

### Truth

3. Lawyers who appear in television ads are the ones that will be handling my case.

It would likely be impossible for “*high volume*” lawyers to represent everyone that comes in the door. It would also be even less likely that the lawyer would ever have time to go to trial on any of the cases. Most likely your case will be passed down the line to a less experienced attorney or often their support staff.

4. Lawyers cannot advertise for a particular area of practice unless they are knowledgeable and experienced in that area.

Lawyers are legally allowed to advertise for any type of case they want. There is no guarantee that they have any knowledge or any experience handling such cases.

5. A lawyer who advertises for many different areas of practice must be good at all of them.

In the world today, it is difficult to stay abreast of even one area of the law, let alone several different ones. There simply isn't enough time in the day to stay current with all different areas of the law. It may be best to find an attorney that truly specializes in your particular type of case.

## Common Myths Conveyed in Lawyer Advertising

### Myth

### Truth

6. All lawyers have the same training and experience.

All lawyers have gone to law school; however, for most lawyers their true education comes after law school. Perhaps more important than where the lawyer has gone to law school, is the ongoing legal education received by the lawyer since graduating law school. All lawyers are required to attend 30 hours of ongoing legal education every two years; however you will find that most respected attorneys attend many more than the necessary hours.

7. All lawyers take cases to trial on a regular basis.

Many lawyers in the “*high volume*” law firms never go to trial. They have too many clients. Trial, and preparing for trial, can and should be very time consuming. Insurance companies keep track of which lawyers never go to trial. The insurance companies then know that they can “*lowball*” the attorney on the eve of trial and the case will settle, usually for far less than the injured victim actually deserves.

## Common Myths Conveyed in Lawyer Advertising

### Myth

### Truth

8. A lawyer who claims they are members of some impressive sounding organizations means they are competent.

There are many legal organizations that can greatly benefit lawyers in their ongoing legal education and training. However, there are also a number of companies that are in the business of creating lawyer directories. These companies usually require that the lawyer pay a large amount each year to appear in their “*special legal directory*.”

9. A lawyer who has obtained a million dollar settlement for one particular client will be able to get a million dollars for me.

Case value is determined on an individual, case-by-case basis. No two injuries have the same value to two different people. Any lawyer who promises you otherwise is not being honest.

10. A lawyer who promises a quick settlement must be good.

A quick settlement does not necessarily equal a fair settlement. A fair settlement must take into account all of your harms and losses. Insurance companies love quick settlements because they rarely take into account all of the injured party's losses.

## *“Serious Personal Injuries!”*

Several years ago I was contacted by a very nice lady. She was a single mother of two young children and worked full time as a cashier at a bank. She was calling me to see if I would take her case.

Three and a half years earlier she had suffered a broken ankle when she fell on an icy sidewalk while visiting a friend's house. The sidewalk had not been shoveled, salted or sanded for several weeks. Immediately after the fall, she was transported to a hospital by ambulance and had surgery to repair her broken ankle. She was in a cast for three months and on crutches for six months, all in the middle of winter. Needless to say, she had a hard time caring for her two young children, not to mention missing several months of work. All of this plus the likelihood of future surgery and the probability of the onset of early arthritis in her ankle.

Shortly after the incident, she hired a law firm to represent her. In fact, the law firm had sent one of their investigators to the hospital to have her sign their Retainer Agreement. She had never actually met her lawyer, but he had filed a lawsuit on her behalf on the three-year anniversary of the accident (Wisconsin has a three-year statute of limitations).

She was calling me because her lawyer had told her that he was withdrawing from her case. Furthermore, the judge had informed her that her case would be dismissed if she did not respond to the other side's written requests immediately. Her lawyer had told the judge that he was withdrawing because she had never responded to the letters he claimed to have sent her.

The problem was that her lawyer's letters were not sent to her current address. They were all sent to her old address. Her second-story apartment at the time of the accident. Her second-story apartment that she had to move from as a result of the accident because she couldn't climb stairs with her broken ankle. Her attorney was fully aware of this. In fact, the increase in rent was one of the elements of her damages.

It came out later that her lawyer worked for a personal injury firm that refused to take cases to trial. Their practice was to settle every case that came in the door and refer out every case that didn't settle before trial. If it came time to go to trial, they would do anything to get out of the case.

Fortunately, I was able to help this nice lady avoid dismissal of her case. However, once I received the file from the prior lawyer, I found that he had not done anything to establish this lady's damages from the accident. He had not made a claim for her lost wages. He had not contacted her doctor and made a claim for the cost of the future surgery. Furthermore, he had done nothing in the first few days after the accident to establish that the landlord had not properly maintained the property. There were no photographs or witness statements.

We received a decent settlement, but I was sure we could have done better had she hired me from the beginning. I asked her why she chose this law firm and her reply was simply, "*They had an ad in the Yellow Pages.*" Then I looked at this law firm's Yellow Page Ad: "***Serious Personal Injuries.***"





## ***Rules for Lawyer Advertising in Wisconsin***

In order to be able to tell the difference between an honest, reliable, respected lawyer and one that is not highly regarded, one must first understand the history and rules surrounding lawyer advertising.

Lawyer advertising in the United States has a long tradition, dating back at least to the days of Abraham Lincoln, who advertised his legal services in local newspapers around Springfield, Illinois. Since that time, different lawyer organizations and different state bar associations attempted to limit, or in some cases, altogether ban lawyer advertising. This was done in an attempt to raise the standard of the profession. From the early 1900's through the late-1970's lawyer advertising was banned altogether.

Then in 1977, in the landmark decision of *Bates v. State Bar of Arizona*, the United States Supreme Court ruled that lawyers had a constitutional right to advertise. The ruling prohibited states from declaring an outright ban on advertising, however, it left the door open for states to limit advertising. Since that time, the various states have struggled with how to limit advertising in an attempt to maintain some sense of dignity in the legal profession.

Lawyers in Wisconsin are required to comply with the “*Rules of Professional Conduct*.” These rules are drafted by the highest court

in the state, the Wisconsin Supreme Court, and are based upon the American Bar Association's model rules for professional conduct. The enforcement of the rules in Wisconsin is done by the Office of Lawyer Regulation.<sup>1</sup> These rules attempt to address lawyer advertising, but, as in other states, there are limits to what can be prohibited and still be considered constitutional.

*The Wisconsin Rules of Professional Conduct concerning advertising address several different areas of advertising.*

*First, lawyers are not allowed to directly contact potential clients, either in person, via telephone, or via email.* As with most rules, there are certain exceptions to this prohibition. For example, if the person being contacted is a family member, a close personal friend, a lawyer, or a former client, then direct contact is allowed.

Lawyers are allowed to send solicitation letters, audio/video recordings, and emails to potential clients, however, the solicitation materials must be clearly labeled “*Advertising Material.*” Copies of these solicitation materials must also be filed with the Office of Lawyer Regulation.

*Second, a lawyer cannot claim they are a “specialist” in a particular field of law.* Again, as with most rules, there are exceptions. If the particular organization that certified the lawyer as a specialist has been accredited by the American Bar Association, then the lawyer can use that certification in an advertisement, if he or she clearly identifies the organization that has created the certification.

*Third, lawyers are not allowed to pay others to refer clients to the lawyer.* This prevents lawyers from directly paying people to give them cases. However, it also prohibits lawyers from giving “kick-backs” to doctors, chiropractors, or any other healthcare provider, for reciprocal referrals.

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<sup>1</sup> If you ever have a complaint about a lawyer's conduct, including their advertising, it should be directed to the Office of Lawyer Regulation at (877) 315-6941, website: <http://www.wicourts.gov/about/organization/offices/olr.htm>.

Recently a Milwaukee lawyer's license was suspended for operating a kickback scheme with a local chiropractor. The lawyer was eventually convicted of federal conspiracy to commit mail and wire fraud charges for his involvement in the kickback scheme. His law firm, however, continued to operate and represent clients during his imprisonment. The lawyer, now out of prison, has been reinstated by the State Bar of Wisconsin, despite the recommendation by the Office of Lawyer Regulation that he not be allowed to practice law in Wisconsin.

*Fourth, lawyers cannot make false or misleading advertisements concerning their services.* An example of a false or misleading advertisement would be if the lawyer on television would declare, “*I will get you a million dollars for your case.*” Obviously, lawyers do not come right out and make such ridiculous claims. However, as you have probably seen, some lawyers come very close.

Advertisements can be considered false or misleading if they leave out certain information, which if it had been included, would have led the consumer to a different decision. This leads to a gray area that has not yet been explored by the Wisconsin Office of Lawyer Regulation or by the Wisconsin Supreme Court.

Some lawyers run television ads that have former clients, or even paid actors, stating something along the following lines, “*Call my lawyer. He got me one million dollars for my car accident claim and it only took two months.*” The former clients or actors appear healthy, with no obvious signs of permanent injury. The portrayal of an average looking citizen, with no apparent injury, receiving one million dollars in a couple months can lead the viewer to only one logical conclusion.

*“Even if I am not hurt, this lawyer can get me a million dollars for my accident case in a couple months.”*

These types of advertisements omit the truth about the client's injuries. *In Wisconsin, injury victims are allowed to recover money damages for past and future medical bills, past and future wage loss, and past and future pain and suffering.* These former clients or actors conveniently leave out any information about the individual client's injuries, medical bills, wage loss, or pain and suffering.

The American Bar Association publishes comments and recommendations concerning lawyer advertising. They suggested that television advertisements that lead a viewer to conclude that they may obtain a similar result as these former clients or actors without an explanation of the legal or factual conditions of each of past clients' cases could be considered misleading.



An unfortunate side-effect of such advertising is that it really fuels the common misperception that a personal injury lawsuit is the equivalent of a lottery ticket. This belief can be traced back to the insurance industries conscious decision in the 1980's to attempt to change public perception through the use of targeted advertisements of certain "outrageous" jury verdicts. In fact, the lawyer ads

mentioned earlier and the ads run by the insurance industry have a very similar underlying theme, i.e. that juries are unpredictable. The lawyer runs these ads in an attempt to retain victims of personal injuries, while the insurance industry runs similar ads in an attempt to convince the public that the jury system has run wild. Neither the lawyer, nor the insurance industry, is forthright with the consumer. *There are very few "outrageous" jury verdicts. The few "outrageous" jury verdicts are usually reduced by the trial judge or reversed on appeal.*

It should be obvious that lawyers running such ads do not spend a lot of time in the courtroom, in front of real jurors. It is also likely that they do not intend to spend much time in front of juries, or they would not be poisoning the jury pool with such misleading claims. These law firms tend to take any injury case that walks in the door, all in an attempt to obtain some type of settlement from an insurance company no matter what the facts of the particular case. These law firms are known in the industry as "*personal injury mills*." Mill being the operative word, as their offices are usually run like a mill or an assembly line, where the client becomes just another part in the system. *The secretary or paralegal usually handles the majority of the work, while the actual lawyer may not even be assigned to the case until it is ready for settlement.* How can a lawyer know the value of the case if he or she has never met with and gotten to know the client?









## ***Types of Lawyer Contracts and Fees in Wisconsin***

Prior to hiring a lawyer in Wisconsin, it is critical that the consumer have an understanding of the terms of the agreement with the lawyer. This agreement is commonly referred to as the “*retainer agreement*.” A “*retainer agreement*” is simply a contract between the client and his or her lawyer. It should set out the duties and responsibilities of the lawyer, as well as the duties and responsibilities of the client. It should also explain who is responsible for paying costs, such as court filing fees, service fees, deposition fees, travel expenses long distance calls, and photocopy expenses, etc.

In Wisconsin, the retainer agreement will likely be one of the following types:

- *Contingency Fee – usually used in all personal injury matters, civil rights/discrimination cases*
- *Hourly Rate – the most common retainer agreement*
- *Flat Fee – sometimes used by criminal defense lawyers, or trusts and estate lawyers*
- *Statutory Fee – Wisconsin Statutes govern the amount of attorneys fees, examples include medical malpractice and worker’s compensation fee agreements*
- *Hybrid – a combination of two or more of the above-listed fee agreements*

In personal injury cases, Contingent Fee Retainer Agreements, by far the most common, usually provide that the lawyer receive a percentage of the total settlement or jury verdict awarded. Contingent Fee Retainer Agreements also usually provide that the lawyer pay or “front” the costs that are incurred as the case progresses, however, these costs are usually passed on to the client at the time of the settlement or jury verdict. Most provide that the contingent fee is taken out prior to any other expenditures, such as unpaid medical bills or the costs associated with prosecuting the claim.

The percentage of fees can range from 25% to as high as 50% of the total recovery. Sometimes, less experienced attorneys will offer their services at a 25% contingent fee in an attempt to generate clients. A word of caution though, you usually get what you pay for. Most established personal injury lawyers will charge 33  $\frac{1}{3}$  %. This is the “standard” contingent fee amount. Also, it is not uncommon for Contingent Fee Retainer Agreements to stage their fees, for example the contingent fee may be 33  $\frac{1}{3}$  % of total recovery if the case settles without the need for a lawsuit, however, if a lawsuit is required then the fee may go up to 40%. The theory behind a staged contingent fee is that much more time and money is required if a lawsuit is required to prosecute the case.

Sometimes, the lawyer may ask that the client pay costs to the lawyer as they are incurred by the lawyer. This is not customary; however, sometimes it is used in difficult cases, where both the client and the lawyer understand that the case may be difficult to win, so both parties agree that the client will take the risk associated with pursuing the case. On the other hand, such agreements could also be an indication that the lawyer does not have sufficient funds to prosecute the case.



**NOTE:** Many lawyers advertise “*No Fee Unless You Win.*” This means they are using a contingent fee agreement. Therefore, the lawyer gets paid a contingency of the final settlement amount or jury verdict. However, notice the language in the ad “*No FEE Unless You Win.*” It doesn’t say anything about costs.

Almost every contingent fee agreement addresses out-of-pocket expenses paid by the lawyer. These are the “*costs*” associated with prosecuting your case. Almost every contingent fee agreement also provides that the client is responsible for such costs. (Examples include hiring experts, paying healthcare providers for your medical records, paying an investigator, paying doctors to testify, paying other witness fees, mileage reimbursement, travel expenses, etc. Some personal injury lawyers even charge for postage, long distance telephone calls, facsimile charges and photocopies, however this is rare.).

While these ads offer you “*No Fee Unless You Win,*” they fail to explain that if your lawyer loses your case, the contract will likely hold you responsible for the out-of-pocket costs that the lawyer spent prosecuting your case.

Most reputable law firms will not attempt to collect their outstanding costs from the client, should the case be lost at trial. However, for some law firms, it is standard practice to sue their clients for all the costs if they lose at trial.







## ***The Importance of Choosing the Right Personal Injury Attorney in Wisconsin***

Wisconsin is different than most other states in that it is very difficult to fire your lawyer and hire a new lawyer in a contingent fee case. As was explained earlier, a client has a right to fire their attorney at any time for any reason. However, as a practical matter, in a contingent fee case, it may be more difficult than the client originally expected to fire their attorney and find a second attorney.

In most states, if a client hires *Lawyer A* but later fires *Lawyer A* and hires *Lawyer B*, then *Lawyer A* gets an hourly rate for the time they spent on the case prior to their firing. *Lawyer B* is entitled to the amount of the contingent fee minus the amount paid to *Lawyer A*. *IN WISCONSIN, THE OPPOSITE IS TRUE. Lawyer A* gets the contingent fee, minus the time spent by *Lawyer B* in bringing the case to conclusion.

Wisconsin law considers Contingent Fee Retainer Agreements to be contracts. Therefore, the principles of contract law apply to such agreements. A preliminary step is analyzing the contract to determine whether it is valid and not unreasonable. A 25%-40% contingent fee amount would likely be held valid; however, a 50% contingent fee could be ruled excessive.



If the contract is determined to be valid, then in order to dissolve a valid contract, one of the parties to the contract must show that the other party “breached” the contract. In the context of a contingency fee retainer agreement, this means that a client must show that the lawyer is being discharged for “fault” or “cause” or the lawyer will be paid the full contingency fee minus an hourly rate paid to the second lawyer to conclude the case, even if that second lawyer had a Contingent Fee Retainer Agreement with the client.

“Cause” for firing an attorney is a high standard. “Cause” has been defined as a “*standard of conduct that is below that required of attorneys as a matter of law.*”<sup>2</sup>

The Wisconsin rule for dealing with situations, where the first lawyer is fired was established in the 1950’s in the case of Tonn v. Reuter. Then, in 1999, in the case of Action Law, S.C. v. Habush, Habush, Davis, & Rottier, S.C., the Court of Appeals decided a case where the original law firm, Habush, sued to collect their contingent fee on a case where the client had fired Habush and hired a subsequent law firm, Action Law, S.C., out of Madison, to conclude the case. Action Law claimed that the Habush firm did very little work on the file and should not be entitled to their full contingent fee, less Action Law’s hourly rate for actual work on the file. Habush’s position was that it made no difference how much

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<sup>2</sup> McBride v. Wausau Ins. Cos., 176 Wis.2d 382, 388, 500 N.W.2d 387 (Ct.App.1993).  
Action Law, S.C. v. Habush, Habush, Davis, & Rottier, S.C., 209 Wis.2d 85, 562  
N.W.2d 928 (Wis.App. 1997) and Action Law, S.C. v. Habush, Habush, Davis, &  
Rottier, S.C., 224 Wis.2d 938, 592 N.W.2d 319 (Wis.App. 1999).

time they spent on the client's case, they were the first attorney on the file, and therefore, they were entitled to the full contingent fee minus the reasonable value of services provided by the second lawyer, Action Law. The Court of Appeals, in two unpublished decisions agreed with Habush. Action Law was entitled to an hourly fee for the amount of time spent resolving the claim once Habush was fired and Action Law was hired. Action Law also argued that because Habush had only valued the case at \$100,000, and Action Law obtained a final settlement of \$240,000, that Habush should not benefit from the work of Action Law in increasing the cases value. The Court of Appeals also rejected this argument ruling in favor of Habush.

What does all of this mean to contingent fee clients in Wisconsin? It means they will have a very difficult time finding a second lawyer to take their case if they have already hired and fired another lawyer. Therefore, it is essential that they hire the right lawyer from the beginning.

While a client always has the freedom to fire their lawyer, this first lawyer will likely be entitled to the original contingent fee even though a subsequent lawyer took the case over and resolved it. Unless the client can show that the first lawyer committed clear misconduct, the original contingent fee will be awarded to the first lawyer, minus an hourly rate to the second lawyer. In the real world, lawyers are very reluctant to take cases once a client has signed a retainer agreement with a different lawyer. ***IT IS ESSENTIAL THAT A CLIENT MAKE AN INFORMED DECISION BEFORE HIRING A LAWYER IN A PERSONAL INJURY CASE.***

## **CAUTION!**

**Do not hire a personal injury lawyer unless you are 100% comfortable with that lawyer.**





# Attorney at Law

## ***Making an Informed Decision***

The key to finding the right lawyer for your case is to develop an organized system to assist you and to stick to that system.

### ***1. Determine the Type of Case You Have***

In order to know what type of lawyer you need, you must know what type of case you have. For example, if you are injured on the job, then you likely need a worker's compensation lawyer. If you are injured in an accident with a semi-truck, then you need a lawyer with experience handling such cases. Research your case so that you are comfortable that you understand what type of lawyer you need. The internet is a great resource for general information; however, you need to use it with caution as much of the information should be verified through other sources before relying upon it.

### ***2. Identify the Type of Injury You Have***

Research your particular injury. Personal injury lawyers insist on running generic, catch-all ads, instead of focusing their ads on particular injuries. Many "run-of-the-mill" personal injury lawyers believe they can make more money by handling every injury case that comes in the door. While almost all personal injury lawyers have experience handling neck and back injuries,

## *A Note About Websites*

You may have found information about a potential lawyer through an internet search that listed the particular lawyer as being knowledgeable in the area you searched. However, be careful. Many of these directory websites show up high on internet searches because they are simply directories that charge lawyers a high fee to be listed on their sites. There are no requirements that the particular lawyer be knowledgeable in the particular area. The lawyer simply has to write a big check to the directory site and will be listed.

The following is a list of website directories that charge lawyers a fee to be listed on their sites:

- *www.lawinfo.com*
- *www.attorneypages.com*
- *www.lawcore.com*
- *www.superpages.com*
- *www.lawyersfinder.net*
- *www.lawyers.com*
- *www.injurylawyerfinder.com*
- *www.attorneyfind.com*
- *www.injuryhelpattorney.com*
- *www.lawonline.com*
- *www.legalmatch.com*
- *www.lawyermatch.com*
- *www.glawyers.com*
- *www.pickalawyer.com*
- *www.onlinelegalcenter.com*
- *www.lawyercitysearch.com*



most personal injury lawyers do not have experience with more specialized injuries, like traumatic brain injuries, spinal cord injuries, orthopedic injuries, amputations, burns, scars, etc.

Instead of handling all types of injury claims, many highly successful personal injury lawyers limit their practice to specific types of injuries. This allows them to better focus their time on those types of injuries. They are not learning new medicine for every case. They are very comfortable with the best experts in the fields of medicine in which they practice and they are not intimidated when faced with medical experts that have been retained by the insurance companies to say that their client was not injured. As a result, they are in a much better position to obtain more money for their clients with those particular types of injuries because they have a better idea as to the amount a jury may award for these kinds of injuries.

### 3. *Search for Names of Potential Lawyers*

Once you know what type of case you have and what type of injury you have, you can start searching for lawyers that have experience in those types of cases with those types of injuries. Again, the internet is a great resource. The Yellow Pages may also be of benefit, however, not as much help just because there is a limited amount of information that can fit on one or two pages. Television is even less helpful, because of the time limit on the ads.

Once you have your list of possible lawyers, you should do the following:

- *Read their particular websites closely.*
- *Check out the organizations to which they belong. They may belong to particular organizations that deal with your particular case or your particular injury.*
- *Ask around. The majority of quality personal injury lawyers get most of their cases from referrals.*

### *“Free Chiropractic Visit”*

I recently heard the unfortunate story of a lady who was trying to fire her lawyer. He had her case for over two years and had done nothing with it. She was completely disabled as a result of the accident but even that didn't get the lawyer motivated to move forward with her case.

Then I learned of how she met her lawyer. Shortly after her car accident, she received a call from a chiropractor offering her a “*Free Initial Examination.*” She was in pain and it sounded too good to be true, so she went in for a visit.

She agreed to go in for her free appointment. The chiropractor seemed nice enough. Then, in the middle of the first treatment session, the chiropractor asked her if she had a lawyer yet. When she answered “*no,*” the chiropractor insisted that she meet his friend, the lawyer, who just happened to be in the neighborhood and would be stopping by as soon as her session ended.

Apparently, the chiropractor and the lawyer had a secret agreement and since the lawyer couldn't call the lady directly without risking being disbarred, he had the chiropractor do his soliciting for him.

#### **4. *Call and Request Written Material From the Lawyer***

As was explained, it is absolutely critical that you choose the right lawyer the first time in Wisconsin. You obviously have the option of calling the lawyer and setting up an appointment, however, if you first get written material from the lawyer, then you cannot be pressured into signing something you may later regret. You will be able to first read the lawyer's materials and then decide on your own time whether this lawyer is right for you and your case.

If you call a law firm for written materials and instead of politely sending some information they attempt to get you into their office, then beware. If they do not have informative, written materials, or if they are pressuring you to come in and sign a retainer, then they are probably not reputable.

Some lawyers send out mailers to accident victims after obtaining their name and address from motor vehicle accident reports. There is nothing wrong or unethical about this and you may simply throw them all in the garbage. However, keep in mind that the goal of this process is to educate yourself about potential lawyers. Read the materials and see if there is anything of interest in the materials. Some lawyers spend the majority of their marketing money on these materials. Since that is where they spend their money, then the materials may actually contain some useful information.

Keep in mind that the ethics rules prevent lawyers from directly contacting you in person, by telephone, or by email. If this happens you should report it to the Office of Lawyer Regulation.

#### **5. *Set Up an Appointment and Ask Questions***

Now that you are comfortable that you have done the necessary background research, it is time to set up a face to face meeting with the lawyer or lawyers. Think of this meeting as your chance to cross-examine a lawyer. Ask the tough questions and don't let the lawyer side step around any

important questions. If they attempt to do this, then object as non-responsive and force them to answer your question. If they are competent, they will appreciate your persistence and answer your question much more directly.

So what questions do you ask? Here are some suggestions:

- *How long have you been practicing law?*
- *Have you ever had a case like mine, i.e. auto accident, truck accident, motor cycle accident, slip and fall, products liability, medical malpractice, etc.? How many? How did they turn out?*
- *Have you ever represented people with my type of injuries before? How many? How did those cases turn out?*
- *Do you belong to any professional organizations that are pertinent to my case? (Examples include accident or injury-specific groups, such as the American Association for Justice (AAJ) Traumatic Brain Injury Litigation Group, AAJ Interstate Trucking Litigation Group, etc.)*
- *Have you ever been disciplined by the State Bar of Wisconsin? If so, for what?*
- *How do you obtain most of your cases?*
- *How many active cases are you personally handling at the present time?*
- *What is the most difficult thing about my case?*
- *What is the process involved in handling my case, i.e. what steps will you go through?*
- *Who will be working on my case?*
- *When will my case be ready to be resolved?*
- *How much money is my case worth? (No lawyer can answer that question with any specificity but you should still ask. If the lawyer does give you a specific number walk, no run out the door).*
- *How much is your retainer fee and how is it structured?*



## ***Conclusion***

The most important decision you must make following a personal injury is choosing your lawyer. Finding the right personal injury lawyer for your case can be a daunting task and it is hard work. It should not be taken lightly, especially in Wisconsin, because the law here makes it very difficult to fire your lawyer and find a new one to take over your case.

Hopefully, this book has helped to shed some light on some common misconceptions about lawyers and their ads. You should also have an understanding of the rules of lawyer advertising. This should allow you to deselect certain lawyers that rely upon unethical, false, or misleading advertising. Finally, you should now be in a better position to make an informed decision in hiring the right lawyer for your case by following a step-by-step method designed to allow you the best chance for success in this endeavor.







## About the Author

Attorney Randy Rozek has devoted his professional career to representing individuals who were harmed by the negligent or intentional conduct of others. Randy has successfully taken on large corporations and insurance companies throughout the United States on behalf of those who were wronged. Randy manages and runs his own office, Rozek Law Offices, S.C., with offices in Milwaukee and Madison, Wisconsin. Randy routinely lectures to other attorneys throughout the United States and he devotes a substantial amount of time to various advocacy groups.

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