



Introduction to Personal Injury

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Who is Jedidiah Bressman?

- Graduated from tOSU Moritz College of Law in 2017.
- AAG at the OAG from Nov. 2017 - May 2019.
- Judicial Staff Attorney on the 10th District from May 2019 - May 2020.
- Attorney at Bressman Law from May 2020 - Present.
- Former Radio DJ - 97.3 WMEE (Fort Wayne, Indiana).
- Wrestling Coach for the Olentangy Fire.
- Married in 2019 to Michelle Bressman.
 - WE LOVE TO COOK



Client Intake

- You need the Basics:
 - Name, Address, Phone Number, Employer
 - SSN, DOB, Description of the Collision
- Important Information:
 - Health Insurance (For Subrogation Purposes)
 - Auto Insurance (Both for the At-Fault and the Client's)
 - Police Department (Public Records Requests)
 - Injuries
 - Medical Providers

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YOUR COMPANY NAME
123 Sunshine Lane, Any town, USA, 10001
Tel: 310-212-1111 Fax: 310-222-2222

[E-mail Form](#)
[Print Form](#)

PATIENT INTAKE FORM

PATIENT INFORMATION

NPI #

Last Name MI First Name Age Male Female

Address

City State Zip Code

E-mail Referred by

Home # Cell # Work # Ext.

SSN # Date of Birth Driver's License #

EMPLOYMENT INFORMATION

Employer

Occupation

Job Duties

EMERGENCY CONTACT

Marital Status:

Spouse's Name: Contact Number Contact Number

Friend's Name: Contact Number Contact Number

INSURANCE INFORMATION

Insurance Carrier: Insurance Plan Contact Number

Group Number Policy Number

Primary Care Physician Contact Number

Address:

City State Zip Code

ASSIGNMENT OF INSURANCE INFORMATION & BENEFITS

I hereby authorize the insurance carrier listed above to make payments directly to the Health care Provider and understand that I am financially responsible for all charges incurred that are not covered in full by my insurance. I further understand that if I enroll in another insurance plan, it is my responsibility to notify the Health care Provider; otherwise I will be responsible for payment.

Last Name First Name Date

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What Do I Need to Make a Demand?

- All Medical Records and Bills
 - Does the doctor relate the treatment to the collision?
 - Did You Know? → ER visits likely have three separate bills!
- A Robinson v. Bates Chart
 - The total cost of the bills and the amount accepted as payment in full.
- Liens?
 - Subrogation Liens from Health Insurance or Car Insurance
 - LOP (Letter of Protection) liens from medical providers
 - Medicare and Medicaid!



Subrogation



- What is Subrogation?
 - “But for the collision occurring, we would not have to pay these bills”
- Examples:
 - Health Insurance companies pays some of the bills through your insurance policy.
 - Car Insurance company pays some of your bills through your medical payments coverage.
- Much of the time spent on a case is dealing with the subrogated carriers.
 - Reminder: These are contract claims, not tort claims.

What Does That Actually Mean?

- Example:
 - A provider bills you \$200 for a visit.
 - Your Health Insurance Contract with the provider requires a reduction of 25%.
 - Your Health Insurance Contract requires that you pay 20% and they pay 80%.
- That means the numbers look like this:

Provider	Charge	Insurance	Adjustment	Client Paid	Balance
Dr. Doe	\$200	\$120	\$50	\$30	\$0

- This means that the jury will look at \$200 as the total bill and \$150 as the amount accepted as full payment.

Statutes of Limitation



- You need to file a lawsuit or settle the claim before the statute of limitation runs out.
- Key Personal Injury Statutes:
 - O.R.C. § 2305.10(A)
 - O.R.C. § 2305.111(B)
 - O.R.C. § 2305.113(A)
 - O.R.C. § 955.28(B)



O.R.C. § 2305.10(A)

- (A) Except as provided in division (C) or (E) of this section, an action based on a product liability claim and an action for bodily injury or injuring personal property shall be brought within two years after the cause of action accrues.
- Examples:
 - Two years after the car collision
 - Two years after the fall
 - Two years after you eat that bad slice of pizza that you were served during some law school event.

1350

CIVIL AERONAUTICS BOARD File No 1-0072

AIRCRAFT ACCIDENT REPORT

OPTED: May 8, 1961 **RELEASED:** May 12, 1961

TRANS WORLD AIRLINES, INC., LOCKHEED CONSTELLATION L-1049H, N 102R,
MIDWAY AIRPORT, CHICAGO, ILLINOIS, NOVEMBER 24, 1959

SYNOPSIS

On November 24, 1959, at approximately 0535 c. s. t., a Lockheed Constellation, N 102R, Flight 595, operated by Trans World Airlines, Inc., crashed into a residential area about one-fourth of a mile southeast of Midway Airport, Chicago, Illinois, killing all persons aboard, demolishing the aircraft, and fatally injuring eight persons on the ground.

Flight 595, loaded with cargo, took off on runway 31L of Midway at approximately 0531 c. s. t., November 24, 1959, bound for Los Angeles, California. As the aircraft began a left turn, the crew notified Midway Tower they had received a fire warning on the No. 2 engine and had shut it down. They also informed the tower the flight would return and land. The aircraft proceeded in a continuing left turn around the airport in an elliptical pattern and below the clouds which were based at an altitude of 500 to 600 feet.

In the turn to final approach to runway 31 the aircraft banked in excess of 45 degrees during which it developed an excessive rate of sink. When the aircraft reached the tops of the trees its wings were nearly level and its nose was raised in a climbing attitude; however, the descent continued. The wing flaps were being retracted during the last 5 to 10 seconds of the final descent and were found to be symmetrically extended at 24 percent upon impact.

It is the conclusion of the Board that this accident was the consequence of maneuvering the aircraft during the turn to final approach in such a manner as to cause a rate of sink from which recovery was not possible.

Investigation

Trans World Airlines Flight 595 of November 24, 1959, was a scheduled cargo flight from Midway Airport, Chicago, Illinois, to Los Angeles, California, and the aircraft assigned was a Constellation, model L-1049H, serial number 1252, N 102R. The crew consisted of Captain Claude Wilbert Helwig, First Officer Delmas Earl Waters, and Flight Engineer Aerton Lyman Age, Jr.

Flight 595 was scheduled to depart Midway Airport at 0310^{1/2} November 24, 1959; however, departure was delayed by the inability of the ground crew to complete loading of the aircraft because of a breakdown in loading equipment. As a result

^{1/2} All times herein are central standard based on the 24-hour clock.

NSOMX-DC-27268 55

O.R.C. § 2305.111(B) and O.R.C. § 2305.113(A)

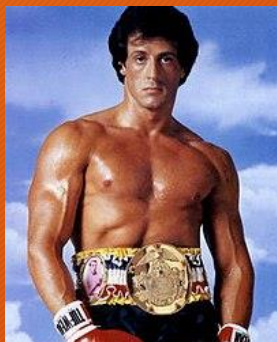


Oh. Rev. Code § 2305.111(B)

- (B) Except as provided in section 2305.115 of the Revised Code and subject to division (C) of this section, an action for assault or battery shall be brought **within one year** after the cause of the action accrues. For purposes of this section, a cause of action for assault or battery accrues upon the later of the following:
 - (1) The date on which the alleged assault or battery occurred;
 - (2) If the identity of the person who allegedly committed the assault or battery on the date on which it allegedly occurred, the earlier of the following dates:
 - (a) The date on which the identity of that person is learned;
 - (b) The date on which, by the exercise of reasonable diligence, the plaintiff should have learned the identity of that person.

Oh. Rev. Code § 2305.113(A)

- (A) Except as otherwise provided in this section, an action upon a medical, dental, optometric, or chiropractic claim shall be **commenced within one year** after the cause of action accrued.



O.R.C. § 2305.10(A)

VS.

O.R.C. § 955.28(B)

Oh. Rev. Code § 2305.10(A)

- (A) Except as provided in division (C) or (E) of this section, an action based on a product liability claim and an action for bodily injury or injuring personal property shall be brought within **two years** after the cause of action accrues.

Oh. Rev. Code § 955.28(B)

- (B) The owner, keeper, or harbinger of a dog is liable in damages for any injury, death, or loss to person or property that is caused by the dog, unless the injury, death, or loss was caused to the person or property of an individual who, at the time, was committing or attempting to commit criminal trespass or another criminal offense other than a minor misdemeanor on the property of the owner, keeper, or harbinger, or was committing or attempting to commit a criminal offense other than a minor misdemeanor against any person, or was teasing, tormenting, or abusing the dog on the owner's, keeper's, or harbinger's property.



Contact Me If You Have Any Questions

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