

Summer Newsletter

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Personal Injury
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A Change In The Times

From a new Republican Governor to several advances in technology, the laws of the State must keep up with the constant change of the world and state we live in. Here are new laws approved in Maryland's last legislative session that took effect on July 1st:

- **STORMWATER FEES** - State-mandated stormwater management fees will end. Critics referred to the fees as "the rain tax."
- **RIDE SHARE** - Regulations for ride-share companies like Uber and Lyft are going into effect. The law requires background checks for drivers and addresses insurance minimums for ride-share companies that rely on cellphone GPS and messaging to set up passenger rides.
- **MILITARY RETIREMENT PENSION** - The state's \$5,000 tax exemption on military retirement pensions for people over 65 will increase to \$10,000.
- **POLICE ACCOUNTABILITY-REPORTING** - Local law enforcement agencies will be required to provide the Governor's Office of Crime Control and Prevention with information on officer-involved deaths and deaths in the line of duty.
- **STUDENT PRIVACY** - A new law to better protect the use of K-12 student data bans companies from using the data to target ads to students or to create personal profiles for non-educational purposes.
- **APPRENTICESHIP MARYLAND** - A two-year pilot program called Apprenticeship Maryland is being formed to help prepare students to enter the workforce.
- **DRONE REGULATION** - Only the state and federal, not local governments, can enact a law or take other action to prohibit, restrict or regulate the testing or operating of unmanned aircraft systems in Maryland.

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AND THEY'RE OFF!!!

While it is quite early, the Presidential Race, 2016 has started, with members from both parties continuing to throw their names in. Here is what we have as we approach 16 Months before the election.

DEMOCRATIC PARTY:

- Joe Biden
Vice President (Delaware)
- Lincoln Chafee
Former Governor (Rhode Island)
- Hillary Clinton
Former US Secretary of State (New York)
- Martin O'Malley
Former Governor (Maryland)
- Bernie Sanders
US Senator (Vermont)
- Jim Webb
Former US Senator (Virginia)

REPUBLICAN PARTY:

- Jeb Bush
Former Governor (Florida)
- Ben Carson
Dr. Ben Carson (Florida)
- Chris Christie
Governor (New Jersey)
- Ted Cruz
US Senator (Texas)
- Bob Ehrlich
Former Governor (Maryland)
- Mark Everson
Former IRS Commissioner (Mississippi)
- Carly Fiorina
Businesswoman Carly Fiorina (Virginia)
- Jim Gilmore
Former Governor Jim Gilmore (Virginia)
- Lindsey Graham
US Senator (South Carolina)
- Mike Huckabee
Former Arkansas Governor Florida)
- Bobby Jindal
Governor (Louisiana)
- John Kasich
Governor (Ohio)
- Pete King
Congressman (New York)
- George Pataki
Former Governor (New York)
- Rand Paul
US Senator Rand Paul (Kentucky)
- Rick Perry
Former Governor Rick Perry (Texas)
- Marco Rubio
US Senator Marco Rubio (Florida)
- Rick Santorum
Former US Senator (Pennsylvania)
- Donald Trump
Businessman Donald Trump (New York)
- Scott Walker
Governor Scott Walker (Wisconsin)

YOU MAY BE CRUISIN' FOR A BRUISIN'

Did you read and understand the cruise contract?

When thinking about vacations, we envision what it would be like to be in sunny, warm, and beautiful climate.

One of the best ways to vacation is on a cruise ship and especially in the Caribbean! Cruise ships provide all-inclusive room, food (but not free alcohol), recreation, entertainment, relaxation, leisure activities, sports, rock climbing, dancing, instructional programs including wine tasting and food preparation, and a host of other pastimes.

If you were to obtain the above services at a resort, it would cost between 50% and 100% more than the cost of the cruise, making value one of the key considerations when selecting a cruise vacation.

Few passengers, however, ever read the cruise contract (often called the "Cruise/ Cruise Tour Ticket Contract". I have been reading them for years and each year there are more onerous conditions wherein the passenger has very limited rights. As a passenger, it would be very difficult to modify the cruise contract. Cruise companies take a "Take it or Leave it" position and you have very little leverage to modify any of the terms or conditions.

Typically, the laws of the state in which the cruise company has its principal office govern the contract. This article is not providing legal advice because I am licensed only in Maryland. I can advise individuals only with regard to events that occur in Maryland. We may, however, be able to obtain an attorney for you in another jurisdiction at a moderate cost. To obtain legal advice you'll need to contact a licensed attorney in the express state in the contract.

Contract provisions that the courts consider too onerous may be modified by the court in the agreed state or jurisdiction. I wouldn't count on, for example, that a Florida Court would consider the contract

modifiable, avoidable, or void. You would need to be advised on that issue by a Florida attorney or, depending on the laws of the agreed jurisdiction of the contract, by someone who is knowledgeable of case law and has experience with cases arising out of a cruise. It is also possible that international law may apply as well.

The purpose of this article is to inform potential passengers of the 'fine-print' in the cruise contract when undertaking a cruise vacation. Because the contract places limitations on your rights that does not mean the contract limitations will be enforced by the cruise company. Specific circumstances require an investigation of the facts and, because some of the situations involve more than one law being applied, you need representation by a qualified attorney or team of attorneys.

We can direct you to attorneys that may be able to assist you at a moderate cost. Do not settle a matter without the assistance of an attorney.

Visit our website for examples of terms and conditions that govern a cruise contract, resulting in limited opportunities for the passenger to be compensated for wrongdoings, often considered negligent acts, by the cruise ship personnel and, occasionally, intentional acts performed by cruise members against the passenger.

fgalaw.com/you-may-be-cruisin-for-a-bruisin



WHEN YOU ARE IN AN AUTOMOBILE ACCIDENT

Part I

I believe that if you understood what happens in a lawsuit you would act differently and more responsively during your efforts in the process of your case which, hopefully, would lead to a good recovery.

You may think it is presumptive of me, as an attorney, to talk about litigating your case at the very outset of our discussion when, in your belief, the first consideration should be just to settle at a reasonable sum.

If it were that simple, I would agree to "just settle" but, unfortunately, insurance companies often offer unreasonably low amounts when the efforts are directed towards settling an auto accident case. I am making a very generalized statement when I say that oftentimes the initial (and sometimes last) offer by an insurance company is typically one half of the amount that is received after filing a lawsuit. Most cases, after suit is filed, are often settled without going to trial. So I am simply saying that, by filing a lawsuit at the outset, you may receive twice the amount of the final offer made by the insurance company.

Do you want to settle for half of what you may obtain by filing a lawsuit?

Here and below are the important elements of what must be shown and introduced into evidence at the trial. You may be saying to yourself, "but we are not going to have a trial so why are you talking about evidence at trial"?

Insurance companies can tell pretty early when a demand for settlement is made whether the lawyer and client are ready and prepared for trial should the client want to file suit. As you read further, you will hopefully understand what we need to do from the very outset of your accident and throughout the process.

Ideally you would call me at the onset of your accident and as you read this article you will understand why.

One of the first elements of the suit is the fact that the person who injured you and damaged your vehicle was negligent and that you were not contributorily negligent, did not assume the risk, or act in a way that gives the negligent party a good defense to your case.

Negligence means that the party who caused the accident breached a standard of care that caused injury to you and legal damage. Examples are as follows:

(1) the other driver did not keep a safe distance behind you so that when vehicles ahead of you slowed down, which resulted in your slowing down, the other driver was unable to avoid hitting your vehicle and caused injuries;

(2) the other party failed to yield the right-of-way to you and so he ran his vehicle into your vehicle, causing damage to your vehicle and personal injury to you;

(3) another vehicle crosses the median

and winds up traveling in the opposite direction to oncoming traffic, resulting in a head-on collision with your vehicle.

All of these examples demonstrate that the other party is negligent.

In addition to your exchanging insurance information with the other party, the police may investigate at the scene what occurred. It is important for you to understand what you say at the scene can either be a benefit to or interfere with the successful outcome of your case. Describe simply and clearly what occurred, trying not to say too much because you may make statements by saying too much that are harmful to your case. If you give a statement, what you say at the accident scene will be introduced at trial. At trial we may be able to deal with statements you made that are harmful but, obviously, if you are careful in what you say, you may be protecting yourself.

With regard to giving statements, NEVER, NEVER give a RECORDED STATEMENT to an insurance adjustor without a lawyer advising you and explaining the process.

When you are injured, it is very important that you immediately obtain medical treatment. If you go to an emergency room, your primary care doctor, or a walk-in clinic, medical personnel will write down what you say. What you've stated may be introduced at the trial. I recommend to clients to write down all of your physical complaints so that you do not overlook some of your complaints when you see the medical professional. It would also be better to list each complaint in priority order, meaning state first what hurts you the worst. Also if you are taken by ambulance, try to cover all of your physical complaints at that time with the emergency medical technicians who assist you on the scene.

If the emergency room physician recommends medication, acquire that as soon as possible. If you're not well enough to go to a pharmacy yourself, ask the hospital to fax your prescription to a nearby pharmacy and, if at all possible, select a pharmacy that delivers to your home or have a neighbor go to the pharmacy for you and be certain that they have their driver's license. Also follow the recommendations given to you in the emergency room such as to apply heat or ice, take prescribed medications, and/or to see your primary care doctor or a specialist as soon as possible.

Before you make an appointment to see your doctor or specialist, make an appointment to go over with your attorney what you're going to tell the specialist/physician. Our office manages clients' medical appointments by discussing with our clients what they are going to tell their doctors before each appointment. We have a checklist which we complete with each personal injury client that covers many functional areas of activity. Medical reports from the ambulance, emergency room, physicians and physical therapists, and other written statements are all

admissible into evidence at trial. Many physicians request that you complete a medical history form, listing each physical complaint of injury as well as the level of pain. Take the time to fully and accurately complete those forms. Again those medical histories can be admitted into evidence at trial.

Are you still asking "why do we keep talking about going to trial"? In most cases, even though suit is filed, we do not actually appear for trial because the case may be settled at one of the court required settlement conferences. However, the insurance company will see all of your accident-related medical records. What you have said to the doctor, which will be included in the doctor's records of your treatment, may be helpful or harmful to your case.

The physicians who treat you are very important to your case. Those physicians who keep detailed and meticulous records can often be very helpful to your case. However, going to a physician who is not administratively set up to keep good records will often be harmful to your case. As an example, being treated by a quality physician and one who keeps meticulous records may result in an increase in the value of your case by approximately 40% or more.

Having **over 30 years' experience** in handling personal injury cases including automobile accidents, slip and fall accidents, workers' compensation claims and other types of injury claims, I know of the best physicians in numerous medical fields who provide quality care and who also keep meticulous records. You also need to have a physician who understands the medical legal process. These physicians habitually keep meticulous records, express their opinions regarding medical history, explain in their records how the injuries are causally related to the accident, plan medical treatment, and document disability. These physicians also habitually express their opinions to a reasonable degree of medical certainty or probability. It is necessary for all of your medical records to include opinions stated to a reasonable degree of medical certainty or probability in order to introduce them into evidence at trial. When an insurance company sees that the medical records do not state those opinions as just expressed, they know that the client and his attorney are not prepared to go to trial. That may result in a lower settlement offer.

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YOUR BALTIMORE ORIOLES!!!!

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
			1 7:05 TEX	2 7:05 TEX	3 8:10 CWS	4 2:10 CWS
5 2:10 CWS	6 8:10 MIN	7 8:10 MIN	8 1:10 MIN	9	10 7:05 WAS	11 7:15 WAS
12 1:35 WAS	13-15 ALL-STAR BREAK			16	17 7:08 DET	18 7:08 DET
19 1:08 DET	20	21 7:05 NYY	22 7:05 NYY	23 1:05 NYY	24 7:10 TB	25 6:10 TB
26 1:10 TB	27 7:05 ATL	28 7:05 ATL	29 7:05 ATL	30 7:05 DET	31 7:05 DET	

AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
FOR FULL OR PARTIAL SEASON PLANS, CALL 888-848-BIRD						1 7:05 DET
2 1:35 DET	3 10:07 OAK	4 10:07 OAK	5 3:37 OAK	6	7 10:05 LAA	8 9:05 LAA
9 3:35 LAA	10 10:10 SEA	11 10:10 SEA	12 3:40 SEA	13	14 7:05 OAK	15 7:05 OAK
16 1:35 OAK	17 7:05 OAK	18 7:05 NYM	19 7:05 NYM	20 7:05 MIN	21 7:05 MIN	22 7:05 MIN
23 1:35 MIN	24 8:10 KC	25 8:10 KC	26 8:10 KC	27 2:10 KC	28 8:05 TEX	29 8:05 TEX
30 3:05 TEX	31 7:05 TB					

*The Law Office of Fredric G. Antenberg
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**HOPE YOU ARE ENJOYING YOUR
SUMMER!!!!**

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