

Understanding the “WHEREFORE CLAUSE”

The time has come for us to file a lawsuit in your personal injury claim.

Our offices have forwarded you a draft “Complaint” for your review and comment. The Complaint is the document that institutes your lawsuit.

At the bottom of each “COUNT” in your Complaint is a paragraph that begins with “WHEREFORE.” This is called the “Prayer for Relief,” i.e. our request to the Court for relief or damages.

However, under Pennsylvania State Law (in the Court of Common Pleas of Pennsylvania), we are not allowed to ask for a specific dollar amount in our Prayer for Relief. We only have two (2) options:

- (1) “Not in Excess of \$50,000.00” or
- (2) “In Excess of \$50,000.00.”

But what exactly does that mean?

Your immediate reaction may be to ask: “Am I getting \$50,000.00?” or, in the alternative: “Why am I only getting \$50,000.00?”

Unfortunately, no attorney can guarantee the outcome of your case, or how much money, if any, you will get following litigation.

Further, in Pennsylvania, your attorneys are not allowed to tell the jury how much money you seek. PA is 1 of 4 states as of the time of this writing to follow this rule.

Instead, the “WHEREFORE CLAUSE” has more to do with how the court will treat your lawsuit procedurally, than it does the value of your case, as indicated in the attached chart.

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“Not in Excess of
\$50,000.00”

- If not settled prior to the Arbitration date, your case will be heard by a panel of Arbitrators.
- An “Arbitration Award” will be entered in favor of you (the Plaintiff(s)) or in favor of the Defendant(s).
- The Award can be anywhere from \$0.00 to \$50,000.00.
- If unhappy, either side (Plaintiff(s) or Defendant(s)), have an automatic right to appeal from the Award of the Arbitrators.
- If properly appealed, the case will be scheduled for jury trial.

“In Excess of
\$50,000.00”

- If not settled prior to jury selection, your case will be entitled to a jury trial.
- The jury will enter a Verdict in favor of you (the Plaintiff(s)) or in favor of the Defendant(s).
- There are no limits on the amount of the Verdict, i.e. you could get \$0.00 or you could get any amount in excess of \$50,000. An unreasonably high Verdict may result in an Appeal by the defense.
- Either side (Plaintiff(s) or Defendant(s)) may attempt to Appeal the decision, but it is not an automatic right, and the Appeal may be denied by a higher court.
- If not appealed, the Verdict may be entered as a “Judgment.”

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Your next question may be: “Why would I chose to limit how much money I can get?”

Submitting a case to Arbitration can have a lot of benefits over a jury trial.

Jury trials are often expensive and procedurally rigid, and require the use of expert witnesses at the rate of thousands of dollars. There are costs associated with taking the depositions of fact witnesses, making copies of trial exhibits, and so on. If your case is a motor vehicle collision with \$25,000.00 policy limits, or your injuries do not exceed \$50,000.00 in damages, it may not make sense to take the matter to jury trial and expend those costs unnecessarily as this would only limit how much money you receive at the end.

Arbitrations, on the other hand, have far less procedural requirements, allow for flexibility with what exhibits are and are not admitted, can be held without the need for live testimony from any expert witnesses, and are often faster. Jury trials often last days/weeks, while an Arbitration is usually completed within a few hours.

Moreover, the Court system is usually backlogged when it comes to the scheduling of jury trials because it requires coordination between the court, a judge, attorneys, the parties, all witnesses, and the selection of a jury. Meanwhile, Arbitrations are typically conducted by a larger pool of practicing attorneys, rather than the limited number of judges available to conduct trials.

For instance, in some counties, your Arbitration is scheduled approximately six (6) months from the date of filing of your Complaint, and notice of that date is provided in advance. Your jury trial in that same county, however, may have no guaranteed date, and, instead, you are placed in “jury pools,” where you wait to hear if you will be called. It can take months to years at a time, sitting, and waiting, on edge. You also risk needing to give your employer 24-hour’s notice that you’ll be missing from work for a week.

There is also the pro and con that the matter can be appealed. If you do not like the outcome, you can easily appeal it. The appeals process from a jury trial is much more complicated and time-consuming, and, after all that energy, **it** can be denied by a higher court. Again, this is a con because the defense can also easily take this appeal.

With Arbitration, rather than a jury trial, there is also the risk that you may not feel as if you “had your day in court.” It may not be as satisfying for you to sit through a short Arbitration, rather than “drag the Defendant to Court.” However, if your case is better suited for Arbitration, this is an acceptable con.

