



Accidents
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SETTLEMENT VALUATION

Settlement Calculator Explainer

How damages are calculated under California law — and why an online calculator falls short.

By **Cameron Yadidi Brock, Esq.**

CA State Bar #287961 · [Verify on the State Bar of California](#)

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(888) 528-8595

AUTHOR

Cameron Yadidi Brock, Esq. · CA State Bar #287961 · [Verify on the State Bar of California](#)

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What an online calculator cannot tell you

Settlement calculators on the internet take three numbers — medical bills, lost wages, a "severity multiplier" — and spit out a range. They can be useful for rough orientation. They cannot value a real California personal injury claim, because the inputs they ignore are the ones that move the number.

This guide explains how settlement value is actually built under California law, where the levers are, and why a thirty-minute conversation with an attorney produces a number an algorithm cannot.

The damages framework

California recognizes three damage categories. Every settlement is some combination of them.

Special (economic) damages

These are quantifiable, receipt-backed dollars. They include:

- Past medical bills (paid amounts, not billed — see Howell below).
- Future medical care (with expert support).
- Lost wages, past and future.
- Loss of earning capacity (when injuries permanently reduce what you can earn).
- Property damage, towing, rental, and out-of-pocket expenses.

If you can put a receipt or a wage stub or an actuarial table on it, it is a special.

General (non-economic) damages

These are the human costs that no receipt captures:

- Physical pain.
- Emotional suffering, anxiety, sleep loss.
- Loss of enjoyment of life, hobbies given up.

- Permanent disfigurement or scarring.
- Loss of consortium for a spouse.

These are the largest single category in serious injury cases — and the hardest to quantify, which is where attorney advocacy and trial credibility matter most.

Punitive damages

Awarded only where the defendant's conduct was malicious, oppressive, or fraudulent (Civil Code §3294). Drunk driving, hit-and-run, intentional misconduct, or extreme corporate indifference are typical bases. Punitive awards are not insurable, which means carriers fight them to the trial mat.

The "multiplier" — what it really is and is not

Calculators apply a multiplier to medical bills (1.5x to 5x, sometimes higher) to estimate general damages. The shorthand exists because, in actual settlement negotiations and at trial, juries do tend to anchor pain-and-suffering numbers to medical specials.

Here is what the multiplier actually reflects:

Severity tier	Typical multiplier range	Examples
Soft tissue, full recovery	1.5x – 2.5x	Whiplash, sprains, full recovery in 3-6 months
Moderate, lingering	2.0x – 3.5x	Bulging disc, scarring, intermittent ongoing pain
Significant, permanent	3.0x – 5.0x	Surgery required, residual deficits, chronic pain
Catastrophic	5.0x and up	Spinal cord injury, traumatic brain injury, amputation, paralysis

The multiplier is not a formula a court applies. No California pattern jury instruction tells the jury to multiply specials by a number. It is a settlement convention — useful as a sanity check, dangerous as a final answer, because:

- It assumes medical bills are an accurate proxy for suffering. They are not. A spine that surgically fuses for \$80,000 hurts identically to a spine that fuses for \$250,000 in a different hospital.
- It ignores future care. A 32-year-old with permanent injury suffers for 50 more years. The multiplier does not see that.
- It ignores liability strength. A rock-solid liability case settles higher than a contested one with the same medical bills.
- It ignores venue. Los Angeles County juries award differently than Orange County juries.

Howell v. Hamilton Meats — paid versus billed

This is the case that quietly reshapes every settlement in California. Under [Howell v. Hamilton Meats & Provisions, Inc., 52 Cal.4th 541 \(2011\)](#), a plaintiff can only recover the **amounts actually paid** by their health insurer for medical care — not the higher "billed" amounts the hospital sticker-priced.

Real-world impact: a hospital bill of \$100,000 that was negotiated and paid by Blue Shield for \$32,000 supports a special-damages claim of \$32,000, not \$100,000. Plug the higher number into an online calculator and the entire output is wrong.

There is a partial counterweight. Under [Pebley v. Santa Clara Organics, LLC, 22 Cal.App. 5th 1266 \(2018\)](#), a plaintiff who treats outside their available insurance — for example on a medical lien — is treated more like an uninsured plaintiff and is not capped at the Howell paid amount. Pebley does not undo Howell; it carves out a lane for plaintiffs who, for legitimate reasons, did not use insurance.

What this means in practice: how you paid for treatment changes the math. An online calculator does not ask. An attorney does, and the structure is often arranged before treatment is complete to maximize recovery.

Future medical care — the second-largest line in serious cases

A claim's value is decided as much by what is going to happen as by what already has. Future medical care includes:

- Predicted surgeries (revision fusions, hardware removals).
- Pain management — injections, medication, ablations on a schedule.
- Physical therapy at decreasing frequency over years.
- Mental-health treatment when PTSD, anxiety, or depression are documented.
- Assistive devices, durable medical equipment, home modifications.
- Reduced life expectancy or chronic conditions traceable to the injury.

These figures come from a life-care planner — typically a nurse or physician with vocational economics expertise — and an economist who reduces the lifetime stream to present value. Put together, future medicals on a serious case can dwarf the past medicals by an order of magnitude.

Online calculators have no field for any of this.

Lost earning capacity vs. lost wages

Lost wages is the easy line: pay stubs, tax returns, hours missed, time-and-a-half. Lost earning capacity is harder and bigger. It is the difference between what you would have earned over your working life without the injury and what you can now earn with it.

A 28-year-old electrician with a permanent shoulder injury may lose 30 years of journeyman-rate income. A vocational expert and economist reduce that to a present-value number, often six or seven figures, and that figure is part of the claim.

Pain and suffering quantification

Two methods are accepted in California:

- **Per-diem.** Assign a daily dollar amount for the suffering and multiply by days from injury through expected duration. The daily figure is typically anchored to a number jurors find rational (a day's wages, a meaningful daily expense).
- **Multiplier.** As above, applied to specials.

The actual jury instruction (CACI 3905A) gives jurors no formula at all. It tells them to use their judgment and award a reasonable amount. That ambiguity is exactly why how the case is presented — exhibits, lay-witness day-in-the-life testimony, treating-doctor narrative — moves the number more than the math does.

Comparative fault — the percentage that quietly cuts your check

California is a **pure comparative negligence** state. If a jury finds you 25 percent at fault, your gross verdict is reduced by 25 percent. Adjusters apply the same logic at the negotiation table.

Comparative-fault percentages are negotiable and they should be supported by evidence. Carriers routinely propose 20-30 percent assignments on left-turn and lane-change cases where the actual evidence supports far less. Online calculators do not even ask.

A worked example

Driver T-boned at 35 mph, surgical disc-replacement, six-month treatment, return to work with permanent restrictions. Hypothetical numbers, not a guarantee.

Component	Amount
Past medicals (Howell-reduced from \$180k billed)	\$58,000
Future medicals (life-care plan, PV-reduced)	\$145,000
Lost wages (4 months out of work)	\$24,000
Lost earning capacity (5% permanent reduction)	\$90,000
General damages (pain, suffering, loss of enjoyment)	\$260,000
Subtotal	\$577,000
Comparative fault (0% — clean liability)	– \$0
Demand value before negotiation	\$577,000

A multiplier-only online calculator on the same facts (3.0x of \$58,000 specials) would produce roughly \$232,000 – under half the realistic value, because it ignored future care, lost earning capacity, and the actual structure of California damages law.

Past results do not guarantee future outcomes

Numbers above are illustrative. Every case turns on its own facts. Burg & Brock makes no representation that any particular result is achievable in any particular case.

Why a real attorney calculation beats an online estimate

An attorney on your case takes a different inventory:

- **Liability evidence:** police report, witnesses, scene reconstruction, defendant's prior history.
- **Insurance picture:** primary limits, umbrella policies, additional defendants, UM/UIM stacking.
- **Treatment trajectory:** projected to maximum medical improvement, with future-care planner.
- **Plaintiff profile:** age, occupation, family, hobbies – all of which affect non-economic damages.
- **Venue:** which county, which judges, recent verdicts on similar facts.
- **Lien picture:** Medi-Cal, ERISA, hospital, Medicare – every one is negotiable, every one moves your net.

That is a 90-minute conversation, not a slider on a webpage. We do it for free at the consultation. Call **(888) 528-8595** to start one.

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Call (888) 528-8595

Los Angeles (HQ)

3580 Wilshire Blvd, Suite 1260
Los Angeles, CA 90010

Riverside

3403 10th Street, Suite 700
Riverside, CA 92501

Fresno

2350 W. Shaw Avenue, Suite 132
Fresno, CA 93711

Encino

15760 Ventura Blvd, Suite 700
Encino, CA 91436

San Bernardino

473 East Carnegie Drive, Suite 200
San Bernardino, CA 92408

Long Beach

100 Oceangate, Suite 1200
Long Beach, CA 90802

Bakersfield

4900 California Ave, Tower B, 2nd Fl
Bakersfield, CA 93309

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