

CLIENT INFORMATION SHEET

REFERRED BY: _____ DATE OF CONSULTATION: _____

FULL NAME: _____

MARITAL STATUS: (Please select): S M D W SPOUSE (If applicable): _____

DATE OF BIRTH: _____ AGE: _____ D.L./I.D. #: _____ SSN _____

ADDRESS: _____
Number Street Apt. # City State Zip Code

TELEPHONE: HOME: _____ WORK: _____ OTHER: _____
Area Code Area Code Area Code

EMAIL ADDRESS: _____

EMPLOYERS NAME: _____

EMPLOYERS ADDRESS/PHONE: _____

OCCUPATION: _____ DAYS MISSED: _____

Do You Owe back CHILD SUPPORT: (Please select) **Y** _____ **N** _____

ACCIDENT OR OCCURRENCE INFORMATION

DATE & TIME OF ACCIDENT OR OCCURRENCE: _____

LOCATION OF ACCIDENT OR OCCURRENCE: _____

DESCRIPTION OF ACCIDENT (If diagram necessary, please use back of this sheet:) _____

NAME, ADDRESS & PHONE NUMBER OF PASSENGER(S): _____

OTHER (LIABLE) PARTY'S INFORMATION

FULL NAME OF DRIVER: _____

ADDRESS: _____
Number Street Apt# City State Zip Code

DRIVERS LICENSE/IDENTIFICATION CARD NUMBER AND STATE ISSUED: _____

OWNER OF VEHICLE (If not Driver): _____

NAME OF PASSENGER(S)/INDICATE WHERE SEATED IN THEVEHICLE: _____

YOUR DRIVER'S INFORMATION

FULL NAME OF DRIVER: _____

ADDRESS: _____
Number Street Apt# City State Zip

DRIVERS LICENSE/IDENTIFICATION CARD NUMBER AND STATE ISSUED: _____

OWNER OF VEHICLE (If not Driver): _____

SCENE INFORMATION

NAME, ADDRESS & PHONE NUMBER OF WITNESSES: _____

LIGHT, WEATHER, ROAD & SURFACE CONDITIONS: _____

PICTURES TAKEN: YES/ NO _____ WHO TOOK THEM: _____

WAS THE POLICE CALLED: YES/NO WHO CALLED THE POLICE _____

WAS A REPORT FILED: YES/NO DATE & LOCATION FILED: _____

NAME OF POLICE DEPARTMENT: _____ OFFICER NAME: _____

CITATIONS ISSUED: _____

NAME, PHONE NUMBER& ADDRESS OF OTHER ATTORNEY(S) (if applicable): _____

VEHICLE INFORMATION OF LIABLE PARTY

YEAR/MAKE/MODEL/COLOR OF **OTHER PARTY'S VEHICLE**: _____

STATE AND LICENSE PLATE NUMBER OF **OTHER PARTY'S VEHICLE**: _____

SPECIFIC DAMAGE TO **OTHER PARTY'S VEHICLE**: _____

VEHICLE INFORMATION OF CLIENT

YEAR/MAKE/MODEL/COLOR OF **CLIENT'S VEHICLE**: _____

STATE AND LICENSE PLATE NUMBER OF **CLIENT'S VEHICLE**: _____

SPECIFIC DAMAGE TO **CLIENT'S VEHICLE**: _____

LOCATION OF **CLIENT'S VEHICLE**: _____

MEDICAL INFORMATION

DID YOU GO TO THE EMERGENCY ROOM? YES/NO IF YES, Who took you?: _____

IF YOU WENT BY AMBULANCE, WHICH SERVICE: _____

NAME, ADDRESS & PHONE NUMBER OF MEDICAL FACILITY: _____

DESCRIPTION OF INJURY (IES): _____

USED MEDICARE/MEDICAID/OR INSURANCE AT MEDICAL FACILITY? YES/NO, If yes circle which.

PREVIOUS ACCIDENTS OR INJURIES (i.e. Worker's Comp., Slip & Fall, etc.): **Y**_____ **N**_____

If YES, please list dates and description of your injuries and whether a claim was filed and/or settled: _____

INSURANCE INFORMATION

NAME AND PHONE NUMBER OF _____

OF **CLIENT'S** INSURANCE COMPANY: _____

TYPE OF COVERAGE ON **CLIENT'S** INSURANCE: _____

POLICY AND/OR CLAIM NUMBER _____

NAME AND PHONE NUMBER OF _____
OTHER PARTY'S INSURANCE: _____
POLICY AND/OR CLAIM NUMBER _____

Date: _____

CONTRACT

Dear: _____,

This sets forth the terms of our relationship as Lawyer and Client. If you have any questions, please notify me immediately. *When you sign this letter, it becomes a contract between us, which is legally enforceable by either of us.*

We Agree that _____ is (are) to be represented by **The Law Office of Beverly R. Caruthers** regarding a personal injury claim arising from:

We, **The Law Office of Beverly R. Caruthers**, may at the sole discretion and expense of the Attorney, associate any other attorneys in the representation of the aforesaid claim without prior notice.

You further agree that the Attorney is authorized to enter into any and all settlement negotiations on your behalf as Attorney deems appropriate. This includes, but is not limited to the Attorney's prerogative to pursue cash or structured payment settlement negotiations, the exclusive right to exercise our professional discretion and to utilize the tactics we deem advisable in your behalf, including but not limited to the manner and timing of investigating the claim, as well as when and where to file suit.

It is understood and agreed that the Attorney cannot warrant or guarantee the outcome of the case and the Attorney has not represented to you that you will recover all or any of the funds so desired. You further agree, you have been informed that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment. If at the conclusion of this matter nothing is recovered on your behalf, you will not be liable for reimbursement of the money advanced by us, but you will be liable for all court costs, if any, taxed against you by the judge. On the other hand, *if any recovery-whether by settlement, judgment, or otherwise-you hereby assign to us the following sums from the recovery for legal services:*

- 33.3% of the gross amounts via settlement.**
- 40% of the gross amounts, via lawsuit.**
- A retainer and/or fee of _____ Dollars (\$ _____ .00).**

In the event an amicable settlement agreement is reached; you also hereby grant unto **The Law Office of Beverly R. Caruthers** a power of attorney as follows; to handle negotiations and settlement discussions regarding the obtaining of possession, of any and all monies or other things of value subject of the matter due you under this claim as fully as you could do so in person.

POWER OF ATTORNEY

- a.) This expressly includes the right to sign your name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to the Attorney and you, the Attorney, or to you without the joinder of the attorney, or submitted to the Attorney on your behalf in full or partial settlement of this case.
- b.) This limited power of attorney further authorizes the Attorney to place these monies, referred to above, in the Attorney's trust account and from that trust account, make distributions and payments; to the Attorney for the agreed to fees at time of this agreement, reimbursement to Attorney for any and all expenses incurred by the Attorney in handling this case, payments to you as interests in the monies recovered, and payments to parties other than you and Attorney for their services performed, fees charged or bills rendered in connection with representing you, including but not limited to medical bills, court reporter fees, deposition fees, investigative services, costs of exhibits or other special expenses incurred by Attorney on your behalf.
- c.) All reasonable expenses incurred by the Attorney in the handling of this project shall be deducted from the gross settlement proceeds at the time the case is settled or resolved, including but not limited to: any advancements, loans or other monies given to you prior to the settlement or resolution of this case, any and all out of pocket expenses incurred in connection with this case, including but not limited to the following expenses: filing fees, court costs, certified copies of documents, pleadings, orders etc., transcripts, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone & fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road & mileage expenses, out of town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.
- d.) No settlement of any nature shall be made for any of the aforesaid claims or profits without your complete approval, nor shall you obtain any settlement, or unreasonably withhold your consent to a settlement agreement, on the aforesaid claims or profits without the complete approval of the Attorney.
- e.) The Attorney is hereby granted a limited power of attorney so that he or she may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation including settlement and/or reduce to possession any and all monies or other things of value due you under this claim as fully as you could do so in person.

Client Signature

Date

COOPERATION OF CLIENT

You agree you shall keep the Attorney advised of your whereabouts at all times, and provide the Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required, and shall comply with all reasonable requests of the Attorney in connection with the preparation and presentation of the aforesaid representation.

The Attorney may, at his/her option, withdraw from the case and cease to represent you for any reason, including without limitation your failure to timely pay fees (if any,) and expenses or deposits for same in accordance with this Agreement, subject to the professional responsibility requirements to which attorneys are subject.

It is further understood and agreed that upon such termination of any services of the Attorney, any deposits remaining in the Attorney's Trust Account shall be applied to any balance remaining owing to Attorney for fees and/or expenses and any surplus then remaining shall be refunded to you.

Any and all disputes, controversies, claims or demands arising out of or relating to this Agreement or any provision hereof, the providing of services by Attorneys to Client, or in any way relating to the relationship between Attorneys and Client, whether in contract, tort or otherwise at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Texas General Arbitration Statute. Any such arbitration proceeding shall be conducted in Harris County, Texas. This arbitration provision shall be enforceable in either federal or state court in Harris County, Texas pursuant to the substantive state laws established by the Texas General Arbitration Statute. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in Harris County, Texas having jurisdiction.

Sincerely,

Law Office of Beverly R. Caruthers

Client Signature

Address

Notice to Clients

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For information, Please call 1-800-932-1900

This is a toll-free call.

EXHIBIT "A" TO EMPLOYMENT CONTRACT

If this claim involves an automobile accident, you may be entitled to receive Personal Injury Protection (PIP) benefits under your policy or another applicable policy. These benefits are payable regardless of fault, and usually require the completion of a benefits application and submission of evidence of medical expenses incurred or lost wages suffered. You may apply for and receive those benefits without incurring any attorney's fees.

If you wish for us to obtain your PIP benefits, we will undertake to collect those benefits and charge our fees at the rate reflected in the attached employment contract. Please indicate your Preference below.

[] **I do** want, Attorney at Law, to collect my PIP benefits.

[] **I do not** want Attorney at Law to collect any PIP benefits.

Date

Client Signature

HIPAA AUTHORIZATION TO DISCLOSE PROTECTED HEALTH INFORMATION

TO:

Physician, Provider or Facility Name: _____
Street Address: _____
City, State, Zip: _____
Phone Number: (_____) _____ - _____

PATIENT:

Patient Name: _____
Social Security Number: _____ - _____ - _____
Date of Birth: ____/____/_____
Date(s) of Service: ____/____/_____

PERSON/ENTITY TO WHOM RECORDS SHALL BE RELEASED:

Name of Attorney: Beverly R. Caruthers
Firm: Law Office of Beverly R. Caruthers
Street Address: 4141 Southwest Freeway Suite 620
City, State, Zip: Houston, Texas 77027
Phone Number: (713) 526-9557
Fax Number: (713) 526-902

I, _____ hereby authorize the release of information to **Law Office of Beverly R. Caruthers** from the medical records pertaining to me. This release applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

The information will be used or given out for the purposes of handling the firms duties in the investigation and possible litigation of claims in which I am involved. This authorization is initiated at my request and the health information will be disclosed at my request. Information used or disclosed pursuant to this authorization may be subject to re-disclosure or shared by the persons or organizations receiving the information and no longer protected.

Law Office of Beverly R. Caruthers is permitted to receive the information and are hereby appointed as my attorney[s]-in-fact/representative[s] for the limited purpose of obtaining and using any and all information the releasing persons or organization may have concerning treatment or services rendered to the undersigned for any reason, whether inpatient or outpatient, including but not limited to:

- Itemized billing statements
- Face sheet;
- Intake, history, and physical;
- Emergency room notes (handwritten and/or typed);
- EKG, Holter monitor, Echo, and PFT;
- Lab/pathology results and reports;
- Results of summary testing;
- Operative report;
- Radiology records, X-rays, MRIs and related notes and reports;
- Consultation notes and reports;

Charts, progress notes, case notes, nurse's notes, and dictation;
Opinions, diagnoses, prognoses, and treatment plans;
Orders;

Dental records, notes, reports, summaries, and treatment plans;

Medication summary, pharmaceutical records including but not limited to date of prescription, prescribing physician, name of drug, dosage and amount dispensed; AND

Any other medical information regarding any treatment, including documents to and from other health care providers, attorneys, insurance companies, etc.

I understand that my records are confidential and cannot be disclosed without my written authorization, except when otherwise permitted by law. I understand that the specified information to be released may include: history, diagnosis, and/or treatment of drug or alcohol abuse, mental illness, or communicable disease, including Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS).

I understand that treatment or payment cannot be conditioned on my signing this authorization, except in certain circumstances such as for participation in research programs, or authorization of the release of testing for pre-employment purposes. I understand that I may revoke this authorization in writing and present my written revocation to, "**The Law Office of Beverly R. Caruthers.**" At any time except to the extent that action has been taken in reliance upon this authorization. I understand that I may be charged a retrieval/processing fee and for copies of my medical records according to Texas Hospital Licensing Law.

Unless revoked sooner, this authorization expires one (1) year from the date of my signature below.

A photocopy or facsimile transmission of this authorization has the same force and effect as an original.

Client

Date Signed

This instrument was acknowledged before me on the _____ day of _____, 20_____

Notary Public In and For
The State of Texas

My Commission expires:

LOST WAGE VERIFICATION
(To be completed & signed by supervisor)

1. Employee Name: _____
2. Date of Injury: _____
3. Job title or description: _____
4. Wage or Salary as of date of accident:

\$ _____ per hour \$ _____ per week \$ _____ per month

As a result of injuries sustained by said employee on the above-reference date, said employee was unable to perform his/her normal employment duties and was unable to work for the period of:

5. Days absent following accident: FROM: _____ TO: _____
- Days lost: _____ Average hours worked per day: _____
- Total number of hours lost: _____
- Total amount of lost wages to date: _____

6. Has employee return to work? Y _____ N _____
- (a) if so, on what date? _____
- (b) Full or limited duty? _____

If employee is no longer with the company, please state date of termination and reason, if any:

This information is confidential and is solely for the purpose of documentation of LOSS OF TIME from work as result of injuries sustained on the above referenced date.

8. Company Name: _____
- Address: _____
- Telephone No: _____

Law Office of Beverly R. Caruthers
4141 SW Freeway Ste. 620
Houston, Texas 77027
713-526-9021 FAX

Printed name or person completing this form

Signature of person completing this form