

CLIENT QUESTIONNAIRE FORM

Today's Date _____ Who referred you to this office: _____

Your Name: _____ SS#: _____ Age _____

Address: _____ City: _____ Zip: _____

Home Phone: () _____ Business Phone: () _____ Date of Birth: _____

Drivers License Number: _____ State: _____

If Minor, Name of Parents: _____ Marital Status: _____ Name of Spouse: _____

Employer: _____ Occupation: _____

Address of Employment: _____ Wage Rate: _____

Have you missed any work as a result of the accident injuries? If so, enter the total hours or days missed to date:

Date of Injury: _____ Location: _____

Approximate time of day: _____ Police Dept. that investigated the accident: _____

Describe your injuries: _____

Name and member record number of your medical insurance: _____

List all doctors, hospitals, therapists you have seen related to this accident: (include ambulance services if applicable)

1. _____ 2. _____

3. _____ 4. _____

Name and policy number of your auto insurance: _____

Coverage on you car: Liability _____ Collision _____ Deductible _____ Uninsured Motorist _____

Make year and license number of the car you were occupying: _____

Damages to your vehicle: _____ Estimated cost of repair: _____

Name, address and phone number of party at fault: _____

Name of Insurance Co. of the party at fault: _____ Adjuster: _____

Address and phone number: _____ Claim Number: _____

Make, year and Model of the vehicle at fault: _____

Have you given a recorded statement to their adjustor: _____ If so, when: _____

Has their adjustor made an offer to settle: _____ If so, for how much: _____

Enter the names and your relationship to all other individuals in your car at the time of the accident: _____

List all known witness to this accident: _____

Facts of Accident

MITCHELL & SHEA, APC
ATTORNEYS AT LAW
404 CAMINO DEL RIO SOUTH, SUITE 603
SAN DIEGO, CA 92108
619-702-6517
AUTHORIZATION TO OBTAIN RECORDS

TO: _____

This is to authorize any physician, hospital, medical attendant, employers, police officers, agents of federal, state and municipal governments, any and all persons and governmental agencies to whom it may be presented, to disclose and furnish to my attorneys, **MITCHELL & SHEA**, or their authorized representative, any and all information and opinions, regarding my physical condition and treatment, and to allow them to inspect and copy any and all doctor, medical, hospital, and x-ray records or reports (or other diagnostic records or reports), and any and all correspondence or other material pertaining to diagnosis, treatment, confinement, or prognosis at any time. My attorneys, **MITCHELL & SHEA**, have been retained by me to represent my interest in a claim against unnamed persons and their insurance carriers for injuries sustained. Your cooperation with their office is respectfully requested.

By checking the spaces below, I specifically authorize use and/or re-disclosure by the recipient of the following information and/or medical records, if such information and/or records exist. I understand that said documents will no longer be protected by federal law.

- | | |
|--|------------------------------------|
| (X) Admission Note/History & Physical Examination | (X) Initial Evaluation |
| (X) Hospital Records, Charts, Notes | (X) Orders |
| (X) Laboratory Records/Reports | (X) Itemized Billing
Statements |
| (X) Counselor/Therapist Summary/Psychiatric Notes | (X) X-Ray/MRI Films &
Reports |
| (X) Drug/Alcohol and/or HIV/AIDS Related Records | (X) Nursing Notes |
| (X) Physical Therapy Notes/Records | (X) Doctor's Notes |
| (X) Progress Notes/Provider Notes | (X) Discharge Summary |
| (X) Photographs, video tapes, digital/other images | (X) Police Reports |
| (X) Emergency & Urgent Care Records | |
| (X) Any & All Correspondence | |

This authorization shall become effective as dated below and shall remain in effect until the end of my pending claim or lawsuit unless written revocation is submitted to the above said entity. Furthermore, I understand that the above referenced entity is protected from any liability for all information released prior to the effective date of this authorization are hereby revoked, and shall be ineffective.

The person signing this authorization has a right to a copy of said authorization.

The entity disclosing the PHI may not condition treatment, payment, enrollment or eligibility for benefits on whether the patient signs the authorization, or state the consequences to the individual of a refusal to sign.

This authorization will remain in effect for one year from _____.

This authorization to receive or release medical information is being requested of you to comply with the terms of the Confidentiality of Medical Information Act of 1980, Section 56, et seq., codified in the California Civil Code, California Health and Welfare Code, California Evidence Code 1158, HIPPA, and others. A PHOTOSTATIC COPY OF THIS AUTHORIZATION SHALL BE CONSTRUED AS VALID AND SHALL HAVE THE SAME EFFECT AS THE ORIGINAL.

BY THIS SIGNATURE I HEREBY ACKNOWLEDGE A COPY OF THIS AUTHORIZATION.

NAME

SIGNATURE

ADDRESS

DATE OF BIRTH

DATE

SOCIAL SECURITY #

MITCHELL & SHEA, APC

404 CAMINO DEL RIO SOUTH, SUITE 603

SAN DIEGO, CA 92108

(619) 702-6517

(619) 702-6534 (facsimile)

LETTER OF DESIGNATION

RE: Our Client:
Your Insured:
Claim No.:
Date of Injury:

I, _____, declare that I have designated and authorized

MITCHELL & SHEA, APC to represent my interests in regards to the above-referenced claim.

Dated: _____

By: _____

MITCHELL & SHEA, APC
404 Camino Del Rio South, Suite 603
San Diego, CA 92108
(619) 702-6517
(619) 702-6534 facsimile

ATTORNEY-CLIENT CONTINGENT FEE CONTRACT

This ATTORNEY-CLIENT CONTINGENT FEE CONTRACT (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. It is between MITCHELL & SHEA, APC, ("Attorney") and _____ ("Client").

- 1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
- 2. SCOPE OF SERVICES.** Client is hiring Attorney to represent Client in the matter of Client's claims arising out of injuries which occurred on or about _____. Attorney will provide those legal services reasonably required to represent Client, and will take reasonable steps to inform Client of progress and to respond to Client's inquiries. Attorney will represent Client in any court action until a settlement or judgment, by motion, arbitration or trial, is reached, and in connection with any appropriate post-trial motions.

After judgment Attorney will not represent Client on any appeal, or in any proceedings designed to execute on the judgment, without such additional compensation as Attorney and Client may agree upon in a separate Agreement.

- 3. CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of developments, to abide by this Agreement, to pay bills for costs (if any) on time, and to keep Attorney informed of Client's address, telephone number and whereabouts.
- 4. LEGAL FEES, COSTS AND BILLING PRACTICES.** Attorney will only be compensated for legal services rendered if a recovery is obtained for Client. If no recovery is obtained, Client is not obligated to pay for costs.

The fees to be paid by Client to Attorney will be thirty-three and one-third percent (33 1/3%) of the "total recovery" prior to the filing of a lawsuit. The fee shall go up to 36% upon the filing of a lawsuit. Thereafter, if the case is resolved at or after mediation or arbitration but before ninety (90) days the initial trial date, then forty percent (40%) of the "total recovery", and if resolved within ninety (90) days of the initial trial date, forty-two percent (42%) of the "total recovery."

In the event that we proceed with an uninsured/underinsured motorist claim, Attorney fee will be thirty-three and one-third percent (33 1/3%) of the "total recovery" prior to the initiation of uninsured/underinsured motorist binding arbitration. The fee shall go up to 36% upon the initiation of uninsured/underinsured motorist binding arbitration, which is accomplished by sending a certified letter to the appropriate insurance company. Thereafter, if the case is resolved at or after mediation but before ninety (90) days of the initial binding.

arbitration date, then forty percent (40%) of the "total recovery", and if resolved within ninety (90) days of the initial arbitration date, forty-two percent (42%) of the "total recovery."

The Client's "net recovery" will be the sum of money which remains from all amounts received by settlement, arbitration award or judgment, after the deduction of attorneys' fees (which will be subtracted first) and the further deduction of all unpaid costs and disbursements as set forth in Paragraph 6.

If the client is a minor (under age 18) at the time the case is resolved, client understands that the court must approve the attorney's fees to be paid. Attorney will not request a fee greater than those set forth above. Typically, the court awards a fee of 25%, but has discretion to award a greater fee depending on a variety of factors.

"Total recovery" includes any award of attorneys' fees, discovery sanctions, other monetary sanctions, and similar awards which the opposing party is required to pay to client.

If payment of all or any part of the amount to be received will be deferred (such as in the case of an annuity, a structured settlement, or periodic payments), the "total recovery", for purposes of calculating the attorney's fees, will be the initial lump-sum payment plus the present value, as of the time of the settlement, final arbitration award, or final judgment, of the payments to be received thereafter, the cost to the defendant of purchasing the annuity or other deferred-payment asset or, if the asset is self-funded, the cost of purchasing a comparable asset on the open market. The attorney's fees will be paid out of the initial lump-sum payment. If the payment is insufficient to pay the attorney's fees in full, the balance will be paid from subsequent payments of the recovery before any distribution to Client.

In the event of discharge or withdrawal of Attorney as provided in Paragraph 10, Client agrees that Attorney shall be entitled to be paid by Client, upon payment of the settlement, arbitration award or judgment in favor of Client, a reasonable fee for the legal services provided by Attorney to Client.

5. NEGOTIABILITY OF FEES. The rates set forth above are not set by law, but were negotiated between Attorney and Client.

6. COSTS AND EXPENSES. Attorney will advance all litigation and trial costs and expenses. Client will reimburse attorney for such advance costs and expenses upon settlement, arbitration award or judgment. If there is no recovery, then Client does not repay costs advanced and Attorney waives any claim for those costs. Costs and expenses include filing and court fees, investigation expenses, process fees, investigation fees, graphic artists and filming fees, expert fees, deposition costs, photocopying charges, mock trials or focus groups, jury fees, jury trial consultant fees, telephone toll charges, travel costs, mail messenger and other delivery charges, and any other necessary expenses in this matter. Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorney's judgment.

7. INSURANCE COVERAGE. Attorney maintains errors and omissions insurance coverage applicable to the services to be rendered to client.

8. ARBITRATION. Any dispute arising under this Contract or in connection with Attorney's services hereunder, including any claim by Client against Attorney for malpractice or other tort claim, shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Client acknowledges that he has been fully advised of all of the possible consequences of arbitration including but not limited to:

- a. If a malpractice action arises from this Contract, neither Client nor Attorney will have the right to a jury trial.
- b. Both parties retain the right to retain counsel to prepare their respective claims and/or defenses for the arbitration hearing.
- c. Client can choose or hire an attorney who may not request or whose retainer agreement does not contain an arbitration provision.

9. RELATED UNKNOWN MATTERS. Client represents that Client does not know of any related legal matters that would require legal services to be provided under this Agreement. Such related matters might include, among other things, claim for property damage, workers' compensation, disputes with a health care provider about the amount owed for their services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy. If such a matter arises later, Client agrees that this Agreement does not apply to any such related legal matters, and a separate Agreement for provision of services and payment for those services will be required if Client desires Attorney to perform that additional legal work.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time, upon written notice to Attorney, and Attorney will immediately after receiving such notice, cease to render additional services. Such a discharge does not, however, relieve Client of the obligation to pay any costs incurred prior to such termination, and Attorney has the right to recover from Client the reasonable value of Attorney's legal services rendered from the effective date of the Agreement (Paragraph 14) to the date of discharge.

Attorney may withdraw from representation of Client (a) with Client's consent, or (b) upon court approval, or (c) if no court action has been filed, upon reasonable notice to Client.

11. LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums owing to Attorney for any unpaid costs or attorneys fees under this Agreement. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

12. CONCLUSION OF SERVICES. When Attorney's services conclude, other than by discharge or withdrawal, all unpaid charges will immediately become due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Attorney's possession.

13. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. There can be no assurance that Client will recover any sum or sums in this matter. Attorney comments about the outcome of Client's matter are expressions of opinion, only.

14. EFFECTIVE DATE. This Agreement will take effect when Client has performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date Attorney first performed services. The date at the beginning of this Agreement is for reference only.

“Attorney”

MITCHELL & SHEA, APC

By: _____

Dated: _____

I/We have read and understood the foregoing terms and agree to them, as of the date MITCHELL & SHEA, APC, first provided services. If more than one party signs below, we agree to be liable jointly and severally for all obligations under this Agreement. By signing this Agreement, I/we acknowledge receipt of a fully executed duplicate of this Agreement.

“Client”

Signature

Dated: _____

Address: _____

Telephone: _____

MITCHELL & SHEA, APC

404 Camino Del Rio South, Suite 603
San Diego, CA 92108
619-702-6517
Fax:619-702-6534

EMPLOYER VERIFICATION

Date: _____

Employee: _____

Date of Injury: _____

Employer: _____

Address: _____

Name of Supervisor: _____

Wage/Rate: _____

Amount of Time and Total Wages Lost Due to Injury: _____

Comments: _____

Supervisor
Print Name

Supervisor
Signature