

# **Chapter 1**

## **Working with Potential Clients and Signing Up the Case**

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## WORKING WITH POTENTIAL CLIENTS AND SIGNING UP THE CASE

The first step in any case is signing up the client. Until you have a signed fee agreement contract, you have no rights in the case and no protection against another lawyer signing up the client. Any time a client signs a fee agreement contract, you should also have him/her sign a medical authorization and employment record authorization so you can obtain copies of records evidencing the client's medical treatment from his/her providers and documentation of lost wages from the client's employer. The new Health Information Technology for Economic and Clinical Health ("HITECH") Act requires a medical provider to provide a PDF copy of a client's medical records for under \$30. In order to obtain records this way, your client must sign a letter telling the provider to send you records under the HITECH Act and a HITECH medical authorization form. Unfortunately, some recent appellate decisions have allowed medical providers to claim the HITECH Act only applies to individuals and not law firms. Therefore, you may have to get your client to sign a letter to request the medical records be sent directly to them or order just the abstracts from hospitals to keep the costs down. If the client was injured in an automobile accident, you will need a list of all possible underinsured motorist insurers so you can place them on notice of the potential claim in a timely manner. You should have the client execute an acknowledgment of vehicles in the household to make sure that you have documented information that you requested from the client to identify underinsured motorist insurers.

Once a potential client has contacted you to discuss a case, you need to make clear to the client whether you have decided to take the case. The lawyer has potential liability to the client if there is any confusion as to whether the lawyer represents the client. Because of your potential liability to a prospective client, you always should use a rejection letter if you decide not to take a case.

When another lawyer or person refers the case to you, it is customary to send a thank-you letter for the referral. If the referring attorney is retaining part of the fee, you must inform the client of the co-counsel agreement and should send a letter to the referring attorney outlining the co-counsel agreement and the fee arrangement. You may want to have the client execute a formal association agreement so there is no confusion as to the client's understanding of the fee split.

If you are signing up more than one injured party or claimant from the same incident, you may need to have a conflict waiver signed by the clients, especially in situations where there is limited insurance coverage or a passenger may have a claim against the driver of his vehicle.

Below is a list of the forms in this chapter, along with a brief summary of when you might use them:

- 1-001 New Client Information Sheet
  - Use this form to collect basic information about a potential client.
- 1-002 Fee Agreement Contract
  - Use this form to sign up a new client.
- 1-003 Letter to Client Enclosing Fee Agreement Contract
  - Use this form to send a copy of the fee agreement contract to the client.
- 1-004 Medical Authorization to Be Signed by Client
  - Use this form to obtain a client's medical records.
- 1-005 Employment Records Authorization to Be Signed by Client
  - Use this form to obtain a client's employment records.
- 1-006 Letter to Client: Investigating Claim Before Deciding Whether to Take Case
  - Use this form if you are investigating a claim before deciding whether to take the case.
- 1-007 Authorization to Transfer File From Previous Attorney
  - Use this form to obtain a client's consent to transfer a file to you from a prior attorney.
- 1-008 Letter to Previous Attorney Requesting Client's File
  - Use this form to request the client's file from a prior attorney.
- 1-009 Letter to Client: Co-Counsel Agreement
  - Use this form to tell the client you have been associated with handling the client's case.
- 1-010 Letter to Referring Attorney Memorializing Co-Counsel Agreement
  - Use this form when a referring attorney is retaining part of the fee.
- 1-011 Formal Association Agreement
  - Use this form to memorialize the client's agreement to the fee split with another attorney.
- 1-012 Thank-You Letter to Attorney for Referral
  - Use this form to thank an attorney for a referral when the attorney is not retaining part of the fee.
- 1-013 Thank-You Letter to Non-Attorney for Referral
  - Use this form to thank a non-attorney for a referral.
- 1-014 Rejection Letter: Personal Injury Case
  - Use this form to send to the client to memorialize the rejection of a personal injury claim.
- 1-015 Rejection Letter: Medical Malpractice Case
  - Use this form to send to the client to memorialize the rejection of a medical malpractice claim.

- 1-016 Conflict Waiver  
-Use this form if you plan on representing more than one claimant from the same incident and a potential conflict exists.
- 1-017 Client Acknowledgment of Vehicles in Household  
-Use this form if your client is involved in an automobile accident to document all possible underinsured motorist insurers.
- 1-018 Authorization for Release of Information  
-Use this form to obtain records from any school attended by the client.
- 1-019 Client HITECH Request Letter  
-Use this letter to request a PDF of medical records using the HITECH Act.
- 1-020 Authorization for Disclosure of Protected Health Information  
-Use this authorization with the HITECH letter.
- 1-021 Chapter 1 Checklist for Working with Potential Clients and Signing Up the Case

NEW CLIENT INFORMATION SHEET

CLIENT INFORMATION

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Employer: \_\_\_\_\_

Location of Incident: \_\_\_\_\_ Incident Date: \_\_\_\_\_

Facebook, Myspace, Blog, Homepage URLs: \_\_\_\_\_

\_\_\_\_\_

Medical Providers:

\_\_\_\_\_

\_\_\_\_\_

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Notes:

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**FEE AGREEMENT CONTRACT**

**[NAME OF FIRM]  
Contract for Legal Services**

The undersigned (“Client”) hereby retains [NAME OF FIRM] (“Attorneys”) to provide legal services for claims related to: \_\_\_\_\_ . Client authorizes Attorneys to perform all services and incur all costs and expenses as Attorneys, in their sole discretion, deem appropriate with regard to this representation.

**ATTORNEY FEES**

Client agrees to the following attorney fees, which fees shall be withheld from any recovery obtained:  
33 1/3 percent of the gross recovery if the case is settled before suit is filed.

40 percent of the gross recovery if suit is filed before the case is resolved.

**IF THERE IS NO RECOVERY, ATTORNEYS WILL RECEIVE NO FEE.**

**COSTS AND EXPENSES IN ADDITION TO ATTORNEY FEES**

Client agrees to reimburse Attorneys, directly from any recovery received, all costs and expenses incurred in investigating and pursuing claims under this representation. These expenses may include, but are not limited to, costs of investigation and case development; fees for witnesses, consultants and experts; fees for specialized service providers to handle probate matters, trusts, and/or lien resolution matters; filing fees; computer research costs; travel and related expenses; deposition expenses; mediation and trial preparation and presentation expenses; and administrative expenses such as copy and scanning charges, administrative fees, postage and long-distance toll charges. Services may be performed in-house (charged at prevailing market rates) or outsourced to a third-party vendor (charged at cost without markup). Interest is added to the total outstanding balance carried forward each month at a rate of 0.75% per month.

Client agrees all costs and expenses incurred by Attorneys, including interest, will be reimbursed at the time a recovery is obtained directly from the funds recovered after attorney fees have been deducted. Subject to the Termination Section below, **IF THERE IS NO RECOVERY, CLIENT SHALL NOT BE RESPONSIBLE FOR ANY COSTS AND EXPENSES.**

**RIGHT TO ASSOCIATE COUNSEL**

Client agrees that Attorneys may associate other counsel to assist in this representation. If other counsel is associated, Client agrees that Attorneys may divide the total attorney fees based on the sole judgment of Attorneys without further notice to or consent of Client, so long as such division of fees is in accord with rules governing the conduct of Attorneys.

**TERMINATION**

This Contract is being entered into before this matter can be fully investigated and evaluated. Client agrees that Attorneys have the right to withdraw from this representation at any time in the event Attorneys determine in their opinion, the chances for a successful outcome do not justify proceeding further.

This Contract for Legal Services may be terminated at will at any time by either party upon written notification subject to the provisions below. In the event Client terminates this Contract, all unpaid costs and expenses shall immediately become due and payable. Unpaid balances will continue to accrue interest until paid in full. Additionally, Attorneys shall be entitled to payment for services rendered before the date of termination. If termination occurs with an offer pending, or after settlement or verdict, Attorneys shall be entitled to their full percentage of the recovery as provided in the attorney fee section above it being agreed that those fees were earned. In the alternative, or in the event no offer is pending and there has been no settlement or verdict or award, Attorneys may elect to charge a reasonable percentage based upon the amount of work performed or may elect to payment based upon the time devoted to the case at an hourly rate of Three Hundred Fifty Dollars for attorneys and One Hundred Dollars per hour for support staff. In any event, Client grants attorney a lien and security interest against any proceeds for all unpaid costs, expenses and fees.

#### ADDITIONAL PROVISIONS

- a. Client agrees to cooperate with Attorneys in pursuit of this claim. Client will fully disclose all pertinent facts to Attorneys and will keep Attorneys apprised in the event the Client moves or changes phone numbers.
- b. Client understands that Attorneys are not tax professionals and cannot give tax advice.
- c. Client appoints [*FIRM or ATTORNEY NAME(S)*] as Client's agent and attorney with authority to execute all receipts and/or releases, endorse all checks, drafts, and/or instruments in Client's name/names necessary to effect settlement and Client hereby confirms all actions of said attorney or agent.
- d. Client understands and agrees that twelve months after completion of the case, Attorneys may discard file materials related to this representation. Once that occurs, file materials may not be available from Attorneys' office.
- e. Client authorizes Attorneys to talk to the media for any purpose.
- f. Client authorizes Attorneys to file suit at any point when Attorneys, in their sole discretion, determine that is in the best interest of the case.
- g. Client has read this Contract and any questions have been addressed to Client's satisfaction. Any dispute arising under this agreement will be submitted to arbitration in Atlanta, Georgia under the rules and procedures of the State Bar of Georgia Committee on the Arbitration of Attorney Fee Disputes, if concerning fees, or by an arbitrator to be agreed to by the parties, if concerning any other matter. Alternatively, you may choose to arbitrate any dispute arising under this agreement in Atlanta by a single arbitrator provided through the Atlanta office of Judicial Arbitration and Mediation Service ("JAMS"). The decision of any such arbitrator or arbitrators shall be binding, conclusive, and not appealable. In the event a dispute is not or cannot be arbitrated, the parties consent to the jurisdiction of and venue in the courts of Fulton County, Georgia.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ [*YEAR*].

Signed: \_\_\_\_\_  
[*NAME OF CLIENT*]

**CLIENT INFORMATION**

Client Full Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Employer: \_\_\_\_\_

Location of Incident: \_\_\_\_\_ Incident Date: \_\_\_\_\_

Facebook, Myspace, Blog, Homepage URLs:  
\_\_\_\_\_  
\_\_\_\_\_

Medical Providers:  
\_\_\_\_\_  
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Notes:  
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LETTER TO CLIENT ENCLOSING FEE AGREEMENT CONTRACT

*[DATE]*

*[CLIENT NAME]*

*[ADDRESS]*

RE: *[CLIENT NAME]* v. *[DEFENDANT NAME / COMPANY]*

Dear *[CLIENT NAME]*:

Please find enclosed a copy of the fee agreement contract executed by you in the above-referenced matter. We appreciate the opportunity to represent you in this case. As we discussed, you may always contact me or my paralegal *[PARALEGAL NAME]* if you have any questions about your case. In the meantime, we will begin the process of notifying the insurance company of your claim and gathering information and documents to investigate this matter.

Sincerely,

*[ATTORNEY NAME]*

Enclosure

**MEDICAL AUTHORIZATION TO BE SIGNED BY CLIENT**

**Authorization for Release of Information**

1. I (the undersigned) authorize

\_\_\_\_\_  
(Provider/Facility Name)

(Street)

(City/State)

(Zip Code)

(Phone Number)

To release information from the record(s) of:

(Patient Last Name)

(First Name)

(Middle)

DOB:

SSN:

Covering the period(s) of treatment:

2. Information to be released:

ALL RECORDS as listed below

OR

SELECTED RECORDS as listed below (Check all that apply):

- 1. Patient data cover sheet.
- 2. Nurses' admitting notes.
- 3. History and physical.
- 4. Doctors' order sheets.
- 5. Doctors' progress notes.
- 6. Outpatient clinic records.
- 7. Office notes.
- 8. Visiting nurses' records.
- 9. Ambulance records.
- 10. Nurses' medication records.
- 11. Vital signs charts.
- 12. Code blue Sheet/CPR Method.
- 13. Nurses' notes.
- 14. All incident reports.
- 15. Pre-op check list.
- 16. Surgical consent forms.
- 17. Operative reports.
- 18. Personal property lists.
- 19. Paramedic reports.
- 20. Pathology/independent pathology reports.

- 21. Autopsy reports.
- 22. Medical Examiner's reports.
- 23. All Lab Reports: (a) White count, differential, hemoglobin, SED rate; (b) Bacteriology epidemiology, anaerobic, aerobic, acid fast, fungal; (c) Spinal fluid, blood gasses; (d) Bleeding and clotting time; (e) Blood reactions testing/type and cross match; (f) EMG, EEG, EKG, Echo-ultrasound, doppler testing; (g) Blood volume, electrolytes; (h) Fluid input and output; (i) Skin allergy testing; (j) Invasive/Noninvasive CVP, PWP arteriole line pressure. (k) Respiratory function studies/spirometry; (l) Fetal monitor tracings; (m) Other.
- 24. Blood transfusion slips.
- 25. Anesthesia record.
- 26. X-ray reports.
- 27. Consultation reports: (a) Neurology; (b) Psychiatry; (c) Internal Medicine; (d) Orthopaedic; (e) Surgical; (f) Obstetric; (g) Pediatric; (h) Neurosurgical; (i) Neonatologist; (j) Other.
- 28. Myelogram.
- 29. Risk Manager's Patient Safety Report.
- 30. Scans, CAT, CT, MRI, ultrasound.
- 31. Arteriograms, venograms, angiograms.

- 32. Recovery room records.
- 33. Discharge summaries.
- 34. Discharge or transfer instructions or data.
- 35. Nurses' OR record.
- 36. Post-op instrument count record, sponge count record.
- 37. Photographs.
- 38. ER records.
- 39. Labor and Delivery Room records.
- 40. Pharmacy reports/Unit Dose Control Sheet.
- 41. Physical therapy sheet notes.
- 42. Respiratory therapy sheet notes.
- 43. Hospital bills, insurance forms, records of payment.
- 44. x-ray films, including any and all radiographic studies.
- 45. Record of operative procedure.
- 46. Any other records, reports, memoranda, documents, correspondence, etc.
- 47. Other:

3. Information is to be released to:



Plaintiff Attorney    Defense Attorney    Insurance

**[ATTORNEY NAME]**  
**[FIRM NAME]**

4. Purpose of disclosure: \_\_\_\_\_ Litigation \_\_\_\_\_

5. I understand this consent may be revoked in writing at any time. With the exception to the extent that disclosure of information has already occurred prior to the receipt of revocation by the above named provider. If written revocation is not received, authorization will be considered valid for a period of time not to exceed 90 days from the date of signing. To initiate revocation of this authorization direct all correspondence to the "Specific Requestor" above.

6. I understand that this consent is to include disclosure of (PLEASE INITIAL):

Alcohol and/or drug abuse record    Psychiatric records    Sexually transmitted disease information    HIV/AIDS information

7. A photocopy of this authorization is to be considered as valid as the original.

8. I understand that the information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by Federal Law.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Patient or personal/legal representative (Next-of-kin or legal guardian to sign only if patient is a minor, legally incompetent, or deceased)

PRINT NAME: \_\_\_\_\_

Relationship to patient of personal/legal representative signing for patient: \_\_\_\_\_

**EMPLOYMENT RECORDS AUTHORIZATION TO BE SIGNED BY CLIENT**

**AUTHORIZATION FOR RELEASE OF INFORMATION**

*[DATE]*

Personnel Records Custodian

*[EMPLOYER NAME]*

*[ADDRESS]*

This will authorize you to furnish to *[ATTORNEY NAME]* or a representative of *[FIRM NAME]* orally or in writing, as they request, the following information and/or documentation in your care, custody or control:

1. The complete personnel file of *[CLIENT NAME]*, Date of Birth: \_\_\_\_\_, Social Security Number: \_\_\_\_\_.
2. The complete payroll records, including W-2 forms, concerning said employee from date of commencement of employment to the termination of employment.
3. All applications for employment prepared by or on behalf of said employee.
4. All physical examinations concerning said employee that were performed by any physician that are in the possession of your company.
5. All work evaluation reports or any other data which critique said employee's performance as an employee prepared by any employee or agent of your company.
6. A certified copy of any group insurance policy that provided medical and/or reimbursement of loss of wage benefits to said employee through your company.
7. Any receipts, correspondence and/or any other documents indicating payments made to said employee or on his behalf for medical bills and/or loss of wages under any group insurance policy provided through your company.
8. A certified copy of any other insurance policy that may or will provide benefits to said employee.
9. Any receipts, correspondence and/or any other documents indicating payments made to said employee or on his behalf for medical bills and/or reimbursement of loss of wage benefits under any insurance policy other than the aforementioned group insurance policy.

10. Any other written documentation in the possession of your company regarding said employee.

It is agreed that a photocopy of this authorization is to have the same force and effect as the original.

\_\_\_\_\_ *[CLIENT NAME]*

**LETTER TO CLIENT: INVESTIGATING CLAIM  
BEFORE DECIDING WHETHER TO TAKE CASE**

*[DATE]*

*[CLIENT NAME]*

*[ADDRESS]*

RE: *[CLIENT NAME]* v. *[DEFENDANT NAME / COMPANY]*

Dear *[CLIENT NAME]*:

As we discussed, my law firm needs to investigate your claim before we can make a decision on whether or not to represent you. In the next few weeks, we will gather documents and information concerning your claim and the damages in the case. Once we have obtained the necessary information and documents, we will then make a decision on pursuing this case. I expect that we will be able to reach a determination by *[APPROPRIATE DATE]*. Our decision will be based on the chance of prevailing on your claim and the economic likelihood that a recovery in the case will exceed the litigation expenses. We will let you know once a decision has been reached. In the meantime, if you have any questions, please do not hesitate to call.

Sincerely,

*[ATTORNEY NAME]*

Enclosure

**AUTHORIZATION TO TRANSFER FILE FROM PREVIOUS ATTORNEY**

*[DATE]*

*[NAME OF PREVIOUS ATTORNEY]*

*[ADDRESS]*

RE: *[CLIENT NAME]* v. *[DEFENDANT NAME / COMPANY]*

Dear *[NAME OF PREVIOUS ATTORNEY]*:

I have previously terminated your representation of me in the above-referenced matter. I hereby authorize and direct you to transfer my original file to my new attorneys: *[ATTORNEY NAME AND ADDRESS]*. If you have any questions, please contact my new attorneys to discuss.

Sincerely,

*[CLIENT NAME]*

LETTER TO PREVIOUS ATTORNEY REQUESTING CLIENT'S FILE

[DATE]

**VIA CERTIFIED MAIL / RETURN RECEIPT REQUESTED**

[NAME OF PREVIOUS ATTORNEY]

[ADDRESS]

RE: [CLIENT NAME] v. [DEFENDANT NAME / COMPANY]

Dear [NAME OF PREVIOUS ATTORNEY]:

[CLIENT NAME] has informed us that he/she has terminated your representation of him/her in the above-referenced matter. [CLIENT NAME] has requested that my firm assume representation of him/her in the above-referenced matter. I have enclosed an authorization signed by [CLIENT NAME] directing you to turn over his/her file to me. We are requesting the original file although you may make and retain a copy at your expense. We will have a courier pick up the file from your office. Please contact [PARALEGAL NAME] to arrange a convenient time to pick up the file. To avoid any prejudice to his/her claims, we request that the transfer of the file be completed by [APPROPRIATE DATE]. If you have any questions, please do not hesitate to call.

Sincerely,

[ATTORNEY NAME]

Enclosure

LETTER TO CLIENT: CO-COUNSEL AGREEMENT

[DATE]

[CLIENT NAME]

[ADDRESS]

RE: [CLIENT NAME] v. [DEFENDANT NAME / COMPANY]

Dear [CLIENT NAME]:

As we discussed, my law firm will be representing you and acting as lead counsel in the above-referenced matter. [NAME OF REFERRING ATTORNEY] will continue to represent you also and will be involved in helping us prepare the case during the litigation process. You will not be charged any additional fees as a result of our representation of you and the amount of fees will be determined based solely on the fee agreement contract you signed with [NAME OF REFERRING ATTORNEY]. If you have any questions about the progress of your case, please do not hesitate to call me or my paralegal [PARALEGAL NAME]. I look forward to representing you in this matter and pushing this case toward a favorable resolution.

Sincerely,

[ATTORNEY NAME]



LETTER TO REFERRING ATTORNEY MEMORIALIZING  
CO-COUNSEL AGREEMENT

[DATE]

[NAME OF REFERRING ATTORNEY]

[ADDRESS]

RE: [CLIENT NAME] v. [DEFENDANT NAME / COMPANY]

Dear [NAME OF REFERRING ATTORNEY]:

As we discussed, my law firm will be acting as lead counsel in the above-referenced matter. We will advance all costs of litigation, which will be reimbursed from the client's portion of the recovery. Your firm will be receiving [PERCENTAGE] % of the fees generated under the fee agreement with the client. Because of your relationship with the client, we expect that you will continue to be active in the litigation process in helping us deal with client relations. We will keep you informed on the progress of the case, and you are more than welcome to attend depositions or other proceedings in the case. We appreciate the referral of this client and will work hard to maximize the recovery in this case. If you have any questions, please do not hesitate to call me.

Sincerely,

[ATTORNEY NAME]

FORMAL ASSOCIATION AGREEMENT

ACKNOWLEDGMENT OF FEE SHARING AGREEMENT

I, *[CLIENT NAME]*, am a client of *[REFERRING ATTORNEY]* with regard to personal injury/wrongful death claims arising from *[DESCRIPTION OF INCIDENT]* on *[DATE OF INCIDENT]* pursuant to a written retainer agreement.

I understand that *[LEAD COUNSEL]* is associated as lead counsel in this case.

I understand that *[LEAD COUNSEL]* and *[REFERRING ATTORNEY]* have assumed joint responsibility for representation of this case and that any legal fees earned will be divided \_\_\_\_% to *[LEAD COUNSEL]* and \_\_\_\_% to *[REFERRING ATTORNEY]*.

I understand that the association of *[LEAD COUNSEL]* will not result in an increase in the total attorney's fees earned in this matter and will only affect how the attorney's fee is allocated between each law firm.

I agree to the association of *[LEAD COUNSEL]* and that the total attorney's fee is reasonable.

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*[CLIENT NAME]*

Date: \_\_\_\_\_

THANK-YOU LETTER TO ATTORNEY FOR REFERRAL

*[DATE]*

*[NAME OF REFERRING ATTORNEY]*

*[ADDRESS]*

RE: *[CLIENT NAME]* v. *[DEFENDANT NAME / COMPANY]*

Dear *[NAME OF REFERRING ATTORNEY]*:

I wanted to thank you personally for referring *[CLIENT NAME]* to our firm. We have decided to represent *[HIM OR HER]* in this matter. Our business depends on word-of-mouth referrals, and we greatly appreciate your thinking of our firm. If I can ever return the favor, please do not hesitate to call.

Sincerely,

*[ATTORNEY NAME]*

THANK-YOU LETTER TO NON-ATTORNEY FOR REFERRAL

*[DATE]*

*[NAME OF REFERRING PERSON]*

*[ADDRESS]*

RE: *[CLIENT NAME]* v. *[DEFENDANT NAME / COMPANY]*

Dear *[NAME OF REFERRING PERSON]*:

I wanted to thank you personally for referring *[CLIENT NAME]* to our firm. Our business depends on word-of-mouth referrals, and we greatly appreciate your thinking of our firm.

Sincerely,

*[ATTORNEY NAME]*

REJECTION LETTER: PERSONAL INJURY CASE

[DATE]

[CLIENT NAME]

[ADDRESS]

RE: [CLIENT NAME] v. [DEFENDANT NAME / COMPANY]

Dear [CLIENT NAME]:

Thank you for contacting our office concerning a possible personal injury claim. As we discussed, we will not be able to represent you in this matter. The statute of limitations on personal injury claims in Georgia is usually two years. Under Georgia law, it is sometimes necessary to give notice of the claim at an earlier date. If you still wish to pursue this matter, we recommend that you contact another attorney as soon as possible.

Our law firm specializes in handling [LIST OF SPECIALTIES]. If we ever can be of assistance in any manner, please do not hesitate to call.

Sincerely,

[ATTORNEY NAME]

**REJECTION LETTER: MEDICAL MALPRACTICE CASE**

*[DATE]*

*[CLIENT NAME]*

*[ADDRESS]*

RE: *[CLIENT NAME]* v. *[DEFENDANT NAME / COMPANY]*

Dear *[CLIENT NAME]*:

As we have discussed, my firm will not be pursuing a case on your behalf. We believe it will be difficult to prevail on your claim. In order to prevail, you must prove that the physician deviated from the accepted standard of care. This requires testimony from an expert who is willing to testify that the treating physician committed malpractice.

In addition, we would have the burden of proof at trial to show that the bad outcome was caused as a result of the alleged malpractice of the physician, and it will be difficult to prove this aspect of the case.

The statute of limitations for a medical malpractice claim is generally two years. We recommend that you take your medical records and consult with another attorney as soon as possible if you wish to pursue the matter. If we can ever assist you in the future, please do not hesitate to call.

Sincerely,

*[ATTORNEY NAME]*

CONFLICT WAIVER

WAIVER OF POTENTIAL CONFLICT

[DATE]

RE: [CLIENT NAME] v. [DEFENDANT NAME / COMPANY]

I have been advised by [ATTORNEY NAME AND ADDRESS] that there exists a potential conflict in [ATTORNEY NAME] representing both me and [OTHER POTENTIAL CLIENT] in the above-referenced matter due to the fact that there is limited insurance coverage in this case (or that I may have a claim against [OTHER POTENTIAL CLIENT]). I have been informed by [ATTORNEY NAME] that I may have another attorney review this case to determine the extent of the potential conflict and the effect of any potential conflict on my claim and to advise me in this regard.

I have decided not to have another attorney review the case and hereby waive any potential conflict in this matter (and agree to waive any claim I may have against [OTHER POTENTIAL CLIENT]). I freely choose [ATTORNEY NAME] to represent me in this matter regardless of any potential conflict because I want [ATTORNEY NAME] to be my attorney because of [HIS OR HER] reputation handling these types of claims.

I agree that the proceeds of any settlement shall be divided among the claimants as follows: [DESCRIPTION OF THE MANNER IN WHICH THE INSURANCE COVERAGE PROCEEDS WILL BE SPLIT BASED ON THE INJURIES SUFFERED BY THE CLAIMANTS AND THE AMOUNT OF COVERAGE].

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[CLIENT NAME]

**CLIENT ACKNOWLEDGEMENT OF VEHICLES IN HOUSEHOLD**

Acknowledgment of Vehicles in Household

I understand that it is important to my case to identify the insurers of any vehicles owned by anyone who lived in my household on the day of my accident in order to put the insurance company on timely notice of any possible uninsured/underinsured motorist claims. The following vehicles were in my household on the day of the accident:

Vehicle	Owner	Insurer
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		

This \_\_\_\_\_ day of *[MONTH]*, *[YEAR]*.

\_\_\_\_\_  
*[CLIENT NAME]*



**AUTHORIZATION FOR RELEASE OF INFORMATION**

Date: \_\_\_\_\_

Student Records Custodian

**Re** :

**Date of Birth** :

**SSN** :

This will authorize you to furnish to \_\_\_\_\_ or a representative of \_\_\_\_\_ orally or in writing, as they request, any and all information and/or documentation in your care, custody or control, including but not limited to, the entire student file, including all student records, performance records, absentee records, teacher reports, grades, health records, applications for admission, transcripts, etc., pertaining to me.

It is agreed that a photocopy of this authorization is to have the same force and effect as the original.

\_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_  
Signature of Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Print, type or stamp commissioned name of Notary Public  
Personally known to me \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Type of Identification Produced

CLIENT HITECH REQUEST LETTER

*[CLIENT NAME]*

*[CLIENT ADDRESS]*

**Re: HITECH ACT MEDICAL RECORDS REQUEST**

**Patient** : *[CLIENT NAME]*

**Date of Birth** : *[DOB]*

**SSN** : *xxx-xx-[LAST 4 DIGITS OF SSN]*

Dear Sir or Madam:

I have received treatment at your facility and am requesting:

- 1. A full and complete copy of my medical records, including any other outside medical records;**
- 2. Itemized billing records; and**
- 3. Images (including X-Rays, MRIs or CT scans)**

for the dates of service requested by my attorney.

I specifically request you **certify** the records and provide them in Adobe Acrobat (.pdf) format on CD or DVD pursuant to the requirements of the HITECH Act as set forth in 42 U.S.C. § 17935(e)(2) and 45 C.F.R. § 164.524(c). Please send my records to:

*[ATTORNEY NAME]*

*[ATTORNEY ADDRESS]*

My attorney will pay the HITECH charges for these records and will pre-authorize any amount \$30.00 or less. For any charge over this amount, please provide a pre-bill.

Thank you for your assistance.

Sincerely,

*[CLIENT NAME]*

**AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION**

**PATIENT INFORMATION**

(Patient Last Name)	(First Name)	(Middle)
DOB:	SSN:	

**HEALTHCARE PROVIDER**

(Provider/Facility Name)		
(Street)	(City/State)	(Zip Code)

**INFORMATION TO BE USED OR DISCLOSED**

I authorize and direct the Healthcare Provider(s) named above, including all agents and employees thereof, to use or disclose my protected health information covered under privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy Rule”) as specified in this Authorization. I understand that my protected health information may include records disclosed to the Healthcare Provider(s) by healthcare providers and facilities who previously treated me. I also understand that my protected health information may include information and records protected under federal and state law (such as information related to alcohol and drug abuse, mental health treatment, and AIDS/HIV).

I authorize and direct the Healthcare Provider(s) to release my protected health information, including all medical records, charts, images, and documents of any and all kinds, to *[FIRM NAME]*.

**PERSON(S) AUTHORIZED TO MAKE THE USE OR DISCLOSURE:**

I authorize and direct the Healthcare Provider(s), including its agents and employees, to make the uses and disclosures specified in this Authorization.

**RECIPIENT(S) OF USE OR DISCLOSURE:**

My protected health information may be used by or disclosed to *[FIRM NAME]*.

**PURPOSE(S) OF THE USE OR DISCLOSURE:**

The purpose of the use or disclosure is to provide *[FIRM NAME]* with my protected health information at my request.

This authorization will expire 12 months from the date signed.

I understand that I may revoke this Authorization by submitting a written revocation to the Healthcare Provider(s). However, such revocation will not be effective with respect to any use or disclosure made by the Healthcare Provider(s) in reliance on this Authorization before the Healthcare Provider(s) received my revocation. I understand that the Healthcare Provider(s) cannot condition my treatment on whether I sign this Authorization.

I understand that my protected health information used or disclosed by the Healthcare Provider(s) pursuant to this Authorization may be subject to re-disclosure by the recipient, in which case such information may no longer be protected under the HIPAA Privacy Rule.

I hereby release the Healthcare Provider(s), its agents, employees, partners, officers and directors, from any liability, damages and expenses arising in connection with the use or disclosure of my protected health information pursuant to this authorization.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Patient or personal/legal representative (Next-of-kin or legal guardian to sign only if patient is a minor, legally incompetent, or deceased)

**PRINT NAME:** \_\_\_\_\_

Relationship to patient of personal/legal representative signing for patient: \_\_\_\_\_

**CHECKLIST FOR WORKING WITH POTENTIAL CLIENTS AND SIGNING UP THE CASE**

- ✓ Have a signed fee agreement contract.
- ✓ Obtain fee agreement contracts from the appropriate beneficiaries in a wrongful death case.
- ✓ If the client is a minor or is incompetent, obtain fee agreement contracts from the parents or appropriate guardians.
- ✓ Have the client execute a blank medical authorization and employment records authorization at the time of signing the fee agreement contract.
- ✓ Make sure the client does not date the authorizations so you will always have a current one to use.
- ✓ Have the client sign a HITECH request letter and HITECH authorization to get PDF copies of your client's medical records.
- ✓ Make the client aware of any co-counsel agreements.
- ✓ Memorialize the co-counsel agreement with the referring attorney.
- ✓ Send a thank-you letter to the person who referred the client to you.
- ✓ If you do not take the case, send a rejection letter to make sure the potential client knows that you are not representing him/her.
- ✓ If you plan on representing multiple parties from the same accident, consider whether you need to have the parties execute a conflict waiver.