

New Client Information Sheet

Name: _____

Address: _____

Home Phone: () _____ Cell: () _____ Work: () _____

D/O/B: ___/___/___ SSN#: _____ - _____ - _____ Yrs in FL: _____

Occupation: _____ How Long: _____

Employer Name / Address / Contact: _____

Spouse : _____ Dependent Children: _____

Date of Accident: ___/___/___ Statute of Limitations: ___/___/___

Location of Accident: _____

Description of Accident: _____

Seat Belt: _____ Witnesses: _____ Investigating Dept: _____

Referring Attorney/Person: _____

Client Auto Ins. Co.: _____

Client Health Ins.: _____ Client Medicare/Medicaid: _____

Defendant Name/Insurance/Claim No.: _____

Ambulance: _____ Hospital: _____

Treating Physicians: _____

Injuries: _____

Motor Vehicles owned by client/family: _____

Prior Accidents/Injuries: _____

LAW OFFICES OF

RICHARD B. TROUTMAN, P.A.

Professional Association
1101 N. Kentucky Avenue
Winter Park, Florida 32789

RICHARD B. TROUTMAN
STEPHEN H. McNEILL
MATTHEW R. BOREN

Telephone: (407) 647-5002
Fascimile: (407) 647-2050

AUTHORITY TO REPRESENT

I, the undersigned client(s), do hereby retain and employ the Law Office of Richard B. Troutman, P.A. to represent me for all claims for damages against _____ and any other person, firm, corporation or entity that is liable or may be liable, including all insurance companies, resulting from an incident that occurred on or about the _____ day of _____, _____.

I understand that this employment is upon a contingency fee basis or court-awarded fee paid by the opposing party, and if no recovery is made, I will not owe my attorney(s) any sum whatsoever in attorney's fees or costs.

As compensation for their services, I agree to pay to my attorneys from the total recovery following fee, unless otherwise altered with court approval. The attorney's fees shall be:

1. 33 1/3% of any recovery up to \$1 million through the time of filing an answer or the demand for appointment of arbitrators;
2. 40% of any recovery up to \$1 million if a lawsuit is filed;
3. 30% of any recovery between \$1 million and \$2 million;
4. 20% of any recovery in excess of \$2 million;
5. If a defendant admits liability at the time of filing an answer and requests a trial only on damages:
 - a. 33 1/3% of any recovery up to \$1 million from the defendant through trial;
 - b. 20% of any recovery from that defendant between \$1 million and \$2 million;
 - c. 15% of any recovery from that defendant in excess of \$2 million;
6. 5% of any recovery if an appeal is necessary, such 5% may be in addition to the fee limitations stated above;
7. If a PIP suit is necessary, the statutory fee will apply.

I understand that in certain actions the Court may award against the opposing party an attorneys fee that may be greater than that provided by the Contingency Fee Agreement. In such cases, I agree that a reasonable fee shall be the greater of the two and my attorneys agree to accept the greater fee as full compensation for attorney's fees.

I agree to pay the costs in investigating, reviewing, settling, or litigating my claim including the cost of computerized research if a recovery is made in my case.

I agree that the law firm is authorized and directed to deduct from the net recovery, under the foregoing provisions, all medical expenses, hospital expenses, liens, subrogation claims and/or obligations which are owed at the conclusion of the attorney's services.

I understand and agree that my attorney(s) will pay _____ 25% of the applicable attorney's fees earned in this case unless otherwise authorized by court order.

I have, before signing this contract, received and reviewed the Statement of Client's Rights and understand each of the rights set forth therein. I have signed the Statement and received a copy to refer to while being represented by the undersigned attorney(s).

I further understand that this contact may be cancelled by written notification to the attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if cancelled I shall not be obligated to pay any attorney's fees to the law firm for the work performed during that time. The attorney retains the right to discontinue representation, without a fee, at any time.

The employment is hereby accepted on the terms stated above:

DATED at _____, Florida, this ____ day of _____, 20____.

(Client)

(Client)

By: _____
(Richard B. Troutman, P.A)

(Associating Attorney)

STATEMENT OF CLIENT RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may speak with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to the Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach the Florida Bar, call 1-800-342-8060 or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may want to hire another lawyer to help you resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) included in your fee contract.

(Client)

(Date)

(Client)

(Date)

Richard B. Troutman, P.A.
1101 N. Kentucky Avenue
Winter Park, FL 32789
Telephone: (407) 647-5002
Facsimile: (407) 647-2050

**AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION UNDER
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

1. The undersigned patient named below hereby executes this authorization in compliance with the Federal Health Insurance Portability and Accountability Act, HIPAA; 45 CFR 164.104
 2. This authorization is directed to the following healthcare providers including its agents, subsidiaries, employees and associates:
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3. The above named health provider(s) are requested to release the protected health information that is described below to the following patient's attorney(s) including agents of their offices:

Richard B. Troutman; Stephen H. McNeill; Matthew R. Boren; The Law Offices of Richard B. Troutman, P.A. 1101 N. Kentucky Avenue, Winter Park, FL 32789 (Telephone: 407-647-5002 Fax: 407-647-2050)

4. Please release the following protected health information:
-

5. I authorize the release of the above information with regard to **all dates of service** both prior and subsequent to the date this authorization is executed.

REQUIRED DISCLOSURES – 45 CFR 164-08(c)

- A. The protected health information is to be used for evidence in a legal claim or proceeding
- B. This authorization may be revoked by a signed and properly dated written revocation, delivered to the healthcare provider named above, provided that this release cannot be revoked as to protected health information that has been previously released by this form.
- C. The undersigned acknowledges that a refusal to sign this form will not result in a denial of health care by the hospital or any other health care provider and that this release has not been coerced by a health care entity or any of its business associates.
- D. The undersigned acknowledges that once the PHI is disclosed, it may be re-disclosed to individuals or organizations that are not subject to the federal privacy regulations such as expert witnesses, insurance companies and may become public recorded if filed within a Court of Law.
- E. This authorization will expire twelve (12) months after the date executed unless earlier revoked in writing.

Signature

Date of Birth

Printed Name

Social Security Number

Dated

Witness