



QUATTROCHI AND TORRES

PERSONAL INJURY INTAKE

CLIENT INFORMATION:

Name: _____

Address: _____

Phone#: _____ SS#: _____ DOB: _____

Email: _____

Married: YES NO If yes, please provide spouse name: _____

How did you hear about us? _____

Auto Insurance: _____

Policy#: _____ Claim #: _____

Do you have Health Insurance? YES NO

INCIDENT INFORMATION:

Date of Incident: _____

Location of Incident: _____

Brief Description: _____

INJURY INFORMATION:

What injuries did you receive as a result of this incident?

Have you ever suffered any prior injuries, or been treated for any similar complaints? YES NO

If yes, explain: _____

Did you go to the Hospital from the Incident scene? YES NO

If yes, were you transported by emergency vehicle? YES NO

Were you admitted to the Hospital? YES NO | Hospital: _____

Were the police at the scene? YES NO Citations issued: _____

Did you miss any time from work since the accident? YES NO If yes, what dates? _____

Employer: _____

DEFENDANT INFORMATION

Name: _____

Address: _____

Name of Insurance Company: _____

Policy #: _____ Claim #: _____

DOCUMENTS WE NEED:

License Auto Insurance Card Health Insurance Card Crash Report Photos



Statement of Client's 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 is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

Lawyer qualifications

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.

Fees for services

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 contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

Fee sharing

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.

Cancellation

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 any 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.

Case referral

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.

Progress inquiries

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.

Costs

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.

Settlement offers

You, the client, have the right to make a final decision regarding 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.

Your liability

You, the client, have the right to be told by your lawyer about the 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.

Closing statement

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.

Fee disputes

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 (850) 561-5600 or (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 wish 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) be included in your fee contract.

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

Quattrochi and Torres, P.A.

Client Signature



RETAINER AGREEMENT/AUTHORITY TO REPRESENT

I, the undersigned, hereby retain and employ Quattrochi and Torres, P.A. as my attorneys to represent me in connection with the accident which occurred on or about the ____ day of _____, 20____. Such representation shall include, in the sole discretion of my attorneys, the filing of a claim or suit against _____ or any such other person, firm or corporation liable therefore, including a claim or suit against any insurance carrier providing liability insurance coverage, as well as any claim, suit, or demand for arbitration, or any other action against any insurance carrier which may provide any uninsured or underinsured insurance protection, including any insurance carrier with which or through which the undersigned has any insurance contract or policy pursuant to which the undersigned is an insured.

As compensation for their services, the undersigned agrees to pay to Quattrochi and Torres, P.A. the firm's costs and the greater of any Court awarded fee or a contingency fee taken from the proceeds of any recovery made on my behalf. The contingency fee shall be determined as follows:

- (A) 33 1/3% of any recovery up to \$1 million through the time of filing of an answer or the demand for appointment of arbitrators;
- (B) 40% of any recovery up to \$1 million through the trial of the case;
- (C) 30% of any recovery between \$1-2 million;
- (D) 20% of any recovery in excess of \$2 million;
- (E) If all defendants admit liability at the time of filing their initial answers and request a trial only on damages:
 - (i) 33 1/3% of any recovery up to \$1 million through trial;
 - (ii) 20% of any recovery between \$1-2 million;
 - (iii) 15% of any recovery in excess of \$2 million;
- (F) An additional 5% of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.
- (G) In the event attorney's fees are recovered from any adverse party pursuant to any state or federal statute, I agree to pay my attorneys the greater of the statutory fee or contingency fee stated above; and
- (H) In the event that my claim, or any portion thereof, is brought against a defendant or defendants whose liability is governed pursuant to the Federal Tort Claims Act, 28 U.S.C.A. 1346, attorney's fees are limited to 25% of the total gross recovery from that defendant.
- (I) In the event that my claim, or any portion thereof, is brought against a defendant or defendants whose liability is governed pursuant to Florida Statutes 768.28, attorney's fees are limited to 25% of the total gross recovery from that defendant or defendants.

The undersigned has, before signing this agreement, received and read The Statement of Client's Rights, and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned attorneys.

This agreement may be canceled by written notification to the attorney at any time within three (3) business days of the date this agreement was signed, as shown below, and if canceled, the client shall not be obligated to pay any fees to the attorneys for the work performed during that time.

I understand and agree to pay a \$350.00 administrative fee which may include but is not limited to file set up, procurement of pertinent records, electronic legal research, public records search, and anatomical imaging presentations. In addition, my attorney may be required to pay for copies of medical records, copies of reports and for court fees, filing fees and other litigation related costs. I understand that my attorneys will advance these costs on my behalf and deduct these costs from any settlement or judgment obtained on my behalf.

If I discharge my attorneys for any reason after the initial three (3) days, I agree that my attorneys will be entitled to a fee based on a percentage as set forth above of any offer of settlement outstanding, or if no offer of settlement is outstanding, a reasonable fee based on the amount of time my attorneys spent on my case.

It is agreed that the fee for this employment is what is generally termed a "contingent fee," which means that no fee will be charged if there is no recovery. To secure my attorneys' right to a fee from whatever recovery is ultimately obtained, I hereby grant to Quattrochi and Torres, P.A. a lien upon the gross amount of any recovery obtained by me on my behalf, which lien shall be in the amount of the fees earned per this agreement or otherwise. Should I discharge my attorneys prior to a recovery being made or should my attorneys withdraw from representing me prior to a recovery being made, this lien shall survive the discharge/withdrawal. I agree to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and costs, in the event that the law firm is discharged without cause and Quattrochi and Torres, P.A. must then institute suit to collect fees and costs due for services rendered on a successful recovery, and Quattrochi and Torres, P.A. prevails in suit.

I further understand that if there is no recovery I will not be responsible for costs and expenses borne by my attorneys relating to this claim, including costs of investigation, costs of suit and/or arbitration, filing fees, witness fees (including expert witness fees), long distance telephone charges, photocopy expenses, and the like. My attorneys are authorized to pay, directly out of the proceeds of any recovery received, their attorney's fees and costs, and to pay directly to the health care provider(s) any medical expenses incurred as a result of the accident which is the subject of this agreement.

Regardless of anything in this agreement to the contrary, I agree to immediately inform Quattrochi and Torres, P.A., in writing, by return receipt mail, of any and all changes in my address and telephone number set forth below. In the event I fail to immediately inform Quattrochi and Torres, P.A. of my change of address as required by this paragraph, Quattrochi and Torres, P.A. shall have the right to terminate this agreement by sending written notice to the address set forth below.

In the event I fail to notify Quattrochi and Torres, P.A. of a change of address as required above, neither Quattrochi and Torres, P.A. nor any of its employees shall have any liability whatsoever for failure to adequately represent me or timely file any action prior to the expiration of any applicable statutes of limitation, and it shall be my sole obligation to timely file the appropriate legal action.

The above employment is accepted upon the terms and conditions set forth.

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

Quattrochi and Torres, P.A.

Client Signature



LIMITED POWER OF ATTORNEY

I, _____, designate **Quattrochi and Torres, P.A.** and any employee or agent thereof, as my attorney in fact (the Agent), to act for me as it relates to the collection, endorsement and deposit of any settlement check or draft from any entity whereon I am named as a payee.

1. **AUTHORITY TO ACT.** This limited power of attorney is effective upon my execution hereon and remains effective until I discharge my attorney, my attorney withdraws his representation of my claim or upon successful resolution of my claim, whichever occurs first. My Agent is authorized to act as indicated in my name, place and stead in any way which I myself could do if I were personally present, to the full extent that I am permitted by law to act through an agent. Specifically, my Agent is authorized to endorse a settlement check on my behalf whereon I am named as a payee.
2. **RELIANCE BY THIRD PARTIES.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this power of attorney shall incur any liability to me or to my estate for permitting the Agent to exercise any power prior to actual knowledge that the power of attorney has been revoked or terminated by operation of law or otherwise.
3. **INDEMNIFICATION OF AGENT.** No Agent named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for such Agent's own misconduct or negligence.

Dated this _____ day of _____, 20__.

Signature

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20__, _____,
appeared before me and proved to my satisfaction that he/she is the person whose name is subscribed to this Limited Power of Attorney.

Notary's Name
Notary Public
My commission expires: _____



**PATIENT AUTHORIZATION FOR THE
RELEASE OF PROTECTED HEALTH INFORMATION (PHI)(HIPAA)**

In compliance with Federal Health Insurance Portability
& Accountability Act, HIPAA, 45 CFR 164.104.

I, _____, hereby authorize
_____ (hospital, health
provider name) or its agents, employees and associates, to release the protected health information (PHI)
that is described below to: Quattrochi and Torres, P.A., 950 S Winter Park Drive, Suite 207, Casselberry,
FL 32707, its agents and employees.

The protected health information released herein is specifically as follows:

This protected health information is to be used for the following purpose: representation in a legal proceeding.

This release may be revoked by a signed and properly dated written revocation, delivered to the health provider named above, provided that this release cannot be revoked as to PHI that had been previously released in reliance on this document.

I understand 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.

I understand 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, litigants, insurance companies, and even may become public record if filed with a court of law.

This authorization will expire at the conclusion of this litigation.

Dated this _____ day of _____, _____.

Patient or Legal Representative
Birth Date _____
Social Security Number _____

If executed by a legal representative, the representative's authority to act on the patient's behalf is:
_____. (e.g. "As a parent," or attorney, or as legal guardian").



WAGE AND SALARY VERIFICATION

Date	Policyholder	Date of Accident	Policy Number
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Employee's Name and Address: _____

To Whom It May Concern:

The above named person has applied for benefits under the "No Fault" Insurance as a result of injuries in an automobile accident on the date indicated. We understand this person is your employee or former employee. To determine benefits that may be due the applicant, Florida law requires you to provide us with the answers to the following seven (7) questions, and to return this form promptly. Thank you for your cooperation.

1. Date of employment: From: _____ Through: _____
2. Dates absent following accident: From: _____ Through: _____
3. Was employee paid during this absence? Yes _____ No _____ If yes, amount paid: \$ _____
4. Is employee entitled to benefits under a wage or salary continuation plan? Yes _____ No _____
5. Name of your Workmen's Compensation Insurer: _____
6. Has or will a claim be filed under any Workmen's Compensation Law for this accident? Yes _____ No _____

7. SCHEDULE OF WEEKLY EARNINGS FOR 13 WEEKS PRIOR TO DATE OF ACCIDENT						
Week No.	Dates From:	To:	Number of days worked	Amount Earned Including Overtime or Extra Work	Gratuities	Gross Earnings
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
TOTAL						

EMPLOYER: _____ DATE: _____ SIGNED: _____ TITLE: _____

Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.



QUATTROCHI AND TORRES

ATTORNEYS AT LAW, P.A.

HITECH ACT COMPLIANT MEDICAL RECORDS REQUEST

Patient Information:

To Whom It May Concern,

My name is _____ and I am a patient of _____.

My birth date is _____. I am requesting copies of any and all medical records including, but not limited to, radiological films, billing records, and outside records. Provide the records in an electronic form on CD in the Adobe Acrobat .pdf format. This request is made pursuant to the HITECH ACT. Charges for pages for a digital file that can be copied to a single CD are not reasonable cost-based fees.

I will only pay for "labor costs" as defined by the HITECH Act and if I am charged per page I will file a complaint with the US Department of Health and Human Services, Office of Civil Rights (www.hhs.gov/ocr/).

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Please send the records to Matthew Quattrochi, Esq. as follows:

Quattrochi and Torres, P.A.

950 S Winter Park Drive, Suite 207

Casselberry, FL 32707

matt@priorityjustice.com

Patient or Legal Representative Signature Date

Printed Relationship (if signed by person other than the patient)