



THE FOUNDERS LAW, P.A.

5881 NW 151 St. Suite 124, Miami Lakes, Florida 33014

Phone: (866)822-6783 Fax: (786) 536 5738

Today's Date : ___/___/___

Date of Accident: ___/___/___

Type of Accident: _____

Language Preferred: English () Spanish () Creole () E-MAIL: _____

Name: _____ Address: _____ City: _____ State: _____ ZIP: _____ Cell #: () _____ Social Security #: _____ Emergency Contact: _____	Marital Status: () Single () Married () Divorced Gender: () Female () Male Client: () Driver or () Passenger Passengers: () No () Yes Name: _____
<i>*FOR OFFICE USE ONLY*</i>	
Employer: _____ Position: _____ Salary: _____	
Loss Wages: () Yes () No Days: _____ Months: _____	
Rescue: () Yes () No Name of Hospital: () Yes () No IF YES, Name: _____	
Health Insurance Medicaid or Medicare: _____ Member ID#: _____	
PIP Auto Insurance: _____ Policy Number: _____	
Claim Number: _____	
PIP Ded: _____ Med Pay: _____ UM/UIM: _____ Comp/Coll: _____	
PIP Adjuster: _____ Phone: _____ Fax: _____	
3 RD Party Insurance: _____ Policy Number: _____	
Claim Number: _____ BI Limits: _____ Liability: _____	
BI Adjuster: _____ Phone: _____ Fax: _____	
Time and Location of Accident: _____ Police Department: _____	
Officer Name: _____ Crash Report #: _____ Number of Vehicles Involved: _____	
Location of Client Vehicle: _____ Towing Comp. Name: _____	
Seat Belts: () Yes () No Citation: () Yes () No	
Year, Make, Model of Vehicle: _____	

Brief Summary of Accident: _____

Initial Injuries/Complaints: _____

Prior Accidents/ Claims: _____ Treating Facility Name: _____

THE FOUNDERS LAW, P.A.

Personal Injury Attorneys

Robert C. Dominguez, Esquire
Robert@thefounderslaw.com

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Suite 124
Miami Lakes, Florida 33027
Phone (866) 822-6783
Fax (786) 536-5738

AUTHORIZATION FOR HEALTH INFORMATION DISCLOSURE

This form complies with the HIPAA Privacy Rule

Release from: _____

Client's Name: _____

D/O/B: _____

D/O/L: _____

This is your patient’s request for records pursuant to the Florida Administrative Code §64B8-10.003. Accordingly, the undersigned patient hereby authorizes you, the above listed medical provider(s), to disclose ANY AND ALL protected health/medical information you possess or have access to pertaining to the above-captioned patient and accident date. I specifically authorize you to provide any and all medical bills and reports; x-rays and/or MRI reports (films only if specifically requested); hospital bills and records; information and/or data which you possess or have access to which in any way relates to the undersigned patient and his/her date of accident to **The Founders Law, P.A., 5881 N.W 151 Street, Suite #125, Miami Lakes, FL 33014.**

The information to be disclosed concerns the services rendered from the accident date and all subsequent services related to the accident. The purpose of the request for this information is for the preparation of a legal case. This authorization will expire at four years from date of loss which is _____.

I understand that I have the right to revoke this authorization at any time. I understand that my revocation must be in writing and addressed to the privacy officer of the above named facility authorized to make this disclosure. I understand that revocation does not apply to information that has already been released in response to this authorization.

I understand that any disclosure of information may be subject to re-disclosure by the recipient and may no longer be protected by federal or state law. I understand that I need not sign this authorization to assure treatment. I understand that I may inspect and/or copy the information to be disclosed. I understand that authorizing the disclosure is voluntary. I understand that if I have any questions about the disclosure of my health information, I may contact the privacy officer at the facility listed above that is authorized to disclose this information and request a copy of this authorization.

I understand that my health record may include information pertaining to the treatment of drug and alcohol abuse, mental illness, acquired immunodeficiency syndrome (AIDS), or immunodeficiency virus (HIV), sexually transmitted diseases, tuberculosis or genetics.

Signature of Client or Authorized Representative

Client Initials: _____

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AUTHORITY TO REPRESENT

The undersigned client, does hereby retain and employ **THE FOUNDERS LAW, P.A.** as my Attorneys to represent me/us in my/our claims for damages against Insurance Co(At-Fault Individual), or any other person(s), firm(s) or corporation(s) liable therefore, resulting from an accident, which occurred on incident date. My/Our Attorneys may associate such other co-counsel as they deems necessary in the handling of this claim(s).

The undersigned client(s) has/have, before signing this contract, received and read the *Statement of Client's Rights*, and understands each of the rights set forth therein. The undersigned client(s) has/have signed the *Statement of Client's Rights* and received a signed copy to keep to refer to while being represented by the undersigned.

This contract may be cancelled by written notification to The Founders Law, P.A. and/or their attorneys at any time within three (3) business days of the date the contract was signed, as shown below and if cancelled the client(s) shall not be obligated to pay any fees to The Founders Law, P.A. and/or their attorneys for the work performed during that time. If The Founders Law, P.A. and/or their attorneys have advanced funds to others in representation of the client(s), The Founders Law, P.A. and/or their attorneys entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client(s).

As compensation for their services, I/We agree to pay to The Founders Law, P.A. and/or their attorneys from the proceeds of any amount recovered, the following fees (in accordance with the Florida Supreme Court guidelines):

33.33% (1/3) of any recovery up to \$1 million through the time of filing an answer or the demand for appointment of arbitrators;
40% of any recovery up to \$1 million through the trial of the case; plus,
30% of any recovery between \$1-2 million; plus,
20% of any recovery in excess of \$2 million.

However, if a Defendant admits liability at the time of filing an Answer and requests a trial only on damages, then and in that event, the fees shall be:

1/3 of any recovery up to \$1 million from that defendant through trial; plus,
20% of any recovery from that defendant between \$1-2 million; plus,
15% of any recovery from that defendant in excess of \$2 million.
5% of any recovery if an appeal is necessary. Such 5% may be in addition to the fee limitations stated above.

It is understood and agreed that this employment is upon a contingent fee basis, and if no recovery is made, I/We will not be indebted to The Founders Law, P.A. and/or their attorneys for any sum whatsoever as Attorney's Fees; however, in the event that I/We terminate such employment I/We shall be indebted to my The Founders Law,

P.A. for the sum of \$500.00 per hour for time expended from the date of employment until the actual transfer of my file to another attorney or the time of termination, whichever occurs last.

I/We also agree to pay the expenses incurred in the preparation, handling, investigation, prosecution, and should it become necessary to file suit, the Court costs, in my/our claims.

Dated at _____, County of _____, Florida, this _____ day of _____, _____.

CLIENT

CLIENT

The above employment is hereby accepted upon the terms stated herein.

THE FOUNDERS LAW, P.A.

BY: _____

THE FOUNDERS LAW, P.A.
Personal Injury Attorneys

Robert C. Dominguez, Esquire
Robert@Dominguez-Law.com

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POWER OF ATTORNEY - LIMITED

I/We, the undersigned, hereby authorize and empower, **THE FOUNDERS LAW, P.A.**, as attorney for me/us, to act with the power of attorney on my/our behalf, and in the interest of time, I/We hereby authorize said **THE FOUNDERS LAW, P.A.** to sign my/our name(s) to a release for the purpose of getting my claim settled more promptly and expeditiously.

Also, in the interest of time and for more efficiency in the handling of my/our claim(s), I/We hereby authorize **THE FOUNDERS LAW, P.A.** to sign my/our name(s) on any checks received by this office for:

- (A) No-fault benefits
- (B) Medical payment benefits
- (C) Settlement checks

These powers are given with the understanding, and specific instructions, that my/our name(s) is/are not to be signed on any release and/or check unless I/We am/are furnished with a photocopy of the release and/or check.

This power of attorney is good until revoked in writing by me/us, and is specifically related to my/our claim(s) for injuries from an accident which occurred on the _____ day of _____, _____.

_____(CLIENT)

_____(CLIENT)

SWORN TO and SUBSCRIBED before me this ____ day of _____, _____.

NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

STATEMENT OF CLIENT'S RIGHTS

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

1. There is no legal requirement that a lawyer charge a client(s) a set fee or a percentage of money recovered in a case. You, the client(s), have the right to talk with your lawyer about the proposed fee and to bargain about the rate of percentage as in any other contact. If you do not reach an agreement with one lawyer you may talk 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 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.

3. Before hiring a lawyer, you, the client(s), 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 contact 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 what kind of fee sharing agreement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each 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 for the acts of the other lawyers involved in the case.

6. You, the client(s), have the right to know in advance how you will need to pay the expenses and legal fees at the end of the case. If you pay a deposit in advance for the 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 you a reasonable estimate about future necessary cost. 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 minus the costs.

7. You, the client(s), 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 have to pay to your lawyer for the 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(s), 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(s), have the right to make the 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.

11. If at any time, you, the client(s), believe that your lawyer has charged an excessive or illegal fee, you, the client(s), 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 (904) 222-5286, 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.

Dated at _____, County of _____, Florida, this _____ day of _____, _____.

CLIENT NAME

CLIENT SIGNATURE

THE FOUNDERS LAW, P.A.

BY: _____

THE FOUNDERS LAW, P.A.
Personal Injury Attorneys

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Robert@Dominguez-Law.com

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NON-SOLICITATION AGREEMENT

I/We _____ agree that **The Founders Law, P.A.** has not solicited me in any of the following ways:

(a) Solicitation

1. solicit, or permit employees or agents of the lawyer to solicit on the lawyer's behalf, professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes any written form of communication, including any electronic mail communication, directed to a specific recipient
2. Enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule.

(b) Written Communication

1. A lawyer may not send, or knowingly permit to be sent, on the lawyer's behalf or on behalf of the lawyer's firm or partner, an associate, or any other lawyer affiliated with the lawyer or the lawyer's firm, a written communication directly or indirectly to a prospective client for the purpose of obtaining professional employment if:
 - A. the written communication concerns an action for personal injury or wrongful death or otherwise relates to an accident or disaster involving the person to whom the communication is addressed or a relative of that person, unless the accident or disaster occurred more than 30 days prior to the mailing of the communication;
 - B. the written communication concerns a specific matter and the lawyer knows or reasonably should know that the person to whom the communication is directed is represented by a lawyer in the matter;
 - C. it has been made known to the lawyer that the person does not want to receive such communications from the lawyer;
 - D. the communication involves coercion, duress, fraud, overreaching, harassment, intimidation, or undue influence;
 - E. the lawyer knows or reasonably should know that the physical, emotional, or mental state of the person makes it unlikely that the person would exercise reasonable judgment in employing a lawyer; or
 - F. the communication concerns a request for an injunction for protection against any form of physical violence and is addressed to the respondent in the injunction petition, if the lawyer knows or reasonably should know that the respondent named in the injunction petition has not yet been served with notice of process in the matter.

In summary, I/We have personally requested legal services in regard to my/our personal injury matter, and have not been solicited by **The Founders Law, P.A.** in any of the above-reference matters. I/We further agree I/We have not been coerced by any attorney, staff member, or employee of The Founders Law, P.A, or any other individual or entity, in a matter. I freely and knowingly, and with sound mind, have read though this document and agree, in full, the foregoing.

Date

Printed

Signed

