

AUTHORIZATION TO OBTAIN INFORMATION

For individual client:

I, _____, do hereby authorize and consent to the obtaining of information, by conversation, documentation or otherwise (including receipt of my entire original file and its contents), by

_____ ("Attorneys") from any and all previous attorney(s) which were represented by me in the following matter:

It is my understanding that, to the extent provided by law, such information shall be deemed confidential.

WITNESS

Date: _____

For corporate client:

I, _____, acting on behalf of and with due authorization from _____ (the "Corporation"), do hereby authorize and consent to the obtaining of information, by conversation, documentation or otherwise (including receipt of the Corporation's entire original file and its contents), by _____ ("Attorneys") from any and all previous attorney(s) which were represented by the Corporation in the following matter:

It is the Corporation's understanding that, to the extent provided by law, such information shall be deemed confidential.

WITNESS _____, CORPORATION

By: _____
Name:
Title:

Date: _____

NEW CLIENT INTERVIEW FORM
(To be completed after conflicts screening)

CLIENT'S NAME: _____

CLIENT'S ADDRESS: _____

CLIENT'S TELEPHONE NUMBER: _____

Date of Initial Interview: _____

Interviewing Attorney: _____

Matter Description: _____

If lawsuit, Case Name: _____

Court: _____

Proceedings No.: _____ Judge: _____

Client is ____ Plaintiff ____ Defendant ____ Other _____

Client's Insurer(s): _____

Policy No.: _____ Claim No.: _____

Billing Instructions: ____ Hourly ____ Contingency ____ Flat Fee
 ____ Monthly ____ Quarterly
 ____ Annually ____ Semi-Annually
 ____ On Completion Other _____

Handling Attorney: _____

Hourly Rates (if applicable): \$ _____ Responsible Attorney \$ _____ Other Partners
 \$ _____ Associates \$ _____ Paralegals
 \$ _____ Law Clerks

Engagement letter sent on _____. If no engagement letter sent, explain why:

Comments (including any deadlines, closing dates, conferences scheduled, will/probate information, corporate information, special instructions or requests by Client, important dates, etc.):

Conflicts Check conducted on: _____ Attorney's Signature: _____

General Information Questionnaire

(Privileged and Confidential)

Note to Attorney: Questions 1-12 in this questionnaire are designed to be useful in most civil and criminal representations. Questions 13-20 should be added when screening prospective personal injury litigation clients. The questionnaire can be completed by the attorney during a first meeting with prospective clients or mailed to the client in advance and reviewed at a first meeting.

PLEASE COMPLETE CAREFULLY. USE ADDITIONAL PAGES IF NECESSARY.

1. Personal and Family History

Full name _____

Present home address _____

Home phone _____ Business phone _____

2. Have you ever used, or been known by, any other name than that shown above? If so, list here each other name, and state when and why each other name was used:

3. State the addresses where you have resided during the past 10 years, and the period of time at each residence, including dates:

4. Place of birth _____ Date _____

5. Are you presently married? _____

Date of marriage _____ Place of marriage _____

Full name of spouse _____

Have you ever been divorced or legally separated? _____

6. List the names, ages and addresses of all those (including children) who are dependent upon you for support, and your relationship to each:

NAME	ADDRESS	AGE	RELATIONSHIP
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Employment History

Social Security number _____

Most recent employer _____

Employer's address _____

Ending date _____ Beginning date _____

Job classification _____

Beginning pay rate _____ Ending pay rate _____

Reason(s) for leaving _____

Employer prior to last listed _____

Employer's address _____

Ending date _____ Beginning date _____

Job classification _____

Beginning pay rate _____ Ending pay rate _____

Reason(s) for leaving _____

8. Educational Background

What education have you had, including any special job training?

9. Military Background

Have you been in the military service? _____ If so, give branch of service. _____

If so, give service number. _____

Type of discharge _____

Dates of service _____

Have you ever been rejected for military service because of physical, mental or other reasons?

If so, explain: _____

Do you have any service-connected injuries or disabilities? _____

If so, give details: _____

Percentage of disability _____

Present condition of service-connected injury or disability _____

Do you receive payments for service-connected injuries? _____

10. Prior Claims and Lawsuits

Many cases have been damaged beyond repair by a history of other claims and lawsuits which your attorney did not know about. It is **NOT** the fact that one has had other claims or lawsuits that is important, for one will not be penalized by a court or jury if the claims are reasonable and genuine. It is the **DENIAL** of previous claims and suits that damages the case. List every claim you have ever made for personal injury or property damage, and give details:

a) Date _____ Nature of claim _____

Against whom _____ Suit filed? _____

Result _____

b) Date _____ Nature of claim _____

Against whom _____ Suit filed? _____

Result _____

c) Date _____ Nature of claim _____

Against whom _____ Suit filed? _____

Result _____

11. Police Record

Under the rules of evidence, there are circumstances under which a person's prior criminal record may be relevant in a proceeding. The other attorney will make a complete investigation of your background, and we must be **PREPARED AGAINST** development of unfavorable evidence. List here any arrest(s) and state the date, place, charge, court, case number and outcome:

12. Worker's Compensation

Have you ever made a claim for Worker's Compensation? _____

If so, when was the date of your injury? _____

Are you receiving payments at present? _____

If so, explain: _____

Who is handling your Worker's Compensation action? _____

Are you receiving disability payments from any source other than Worker's Compensation at present? If so, explain:

13. Date of Injury or Accident

(If you are not certain about a specific date, please discuss with the lawyer *immediately*.)

Location of Accident/Injury _____

Names of other people involved in the accident/injury: _____

Have you missed any time from work as a result of your injury? _____

If so, list the dates you were unable to work. _____

FROM: _____ TO: _____

14. Prior Physical Examinations

List here **EVERY** physical examination you have ever had during the last five years, for any purpose, including employment, promotion, insurance, selective service, armed forces, etc. State date, name of doctor, and result, as fully as you can recall.

a) Date _____ Place _____

Name of doctor _____

Purpose _____

Result _____

b) Date _____ Place _____

Name of doctor _____

Purpose _____

Result _____

c) Date _____ Place _____

Name of doctor _____

Purpose _____

Result _____

15. Prior Accidents and Injuries

Failure to mention other accidents or injuries can undermine a lawsuit, no matter how trivial they may seem. List here every such incident, whether it resulted in a claim for damages or not, stating the date, place, nature of the accident and extent of your injuries. If none, so state:

16. Illness or Disease

No matter how trivial an illness, either before or since your accident, we must know about it. This is particularly true if there is any connection with your present physical complaints. At the trial, the defendant will have a complete history of your past physical condition, made available through medical and hospital records, veteran's records, insurance records, etc.

a) Date _____ Nature of illness _____

Duration _____ Treated by _____

Hospitalized? _____ If so, give dates: _____

Name and address of hospital _____

b) Date _____ Nature of illness _____

Duration _____ Treated by _____

Hospitalized? _____ If so, give dates: _____

Name and address of hospital _____

c) Date _____ Nature of illness _____

Duration _____ Treated by _____

Hospitalized? _____ If so, give dates: _____

Name and address of hospital _____

Do you now, or have you ever had trouble with: eyes? ____ ears? ____

If so, give details: _____

Have you ever worn glasses? _____ an artificial eye? _____
a hearing aid? _____

If so, give details: _____

Have you ever worked with radioactive substances, asbestos or any other substance alleged to cause diseases, such as cancer? _____

Have you ever been denied life or health insurance? _____

If so, by which company and why? _____

17. Alcoholism, Drug Addiction and Venereal Disease

If you have ever been treated for these conditions, please be sure to discuss it with your attorney **CONFIDENTIALLY**, long before your case goes to trial.

18. The Injury

State all injuries known to be a result of the accident:

Length of time confined to bed _____

Length of time confined to house _____

State present physical condition, including scars, disabilities, deformities, discomforts, etc., due to the injuries:

19. List all physicians and surgeons you have seen for your injury/injuries.

a) Name _____

Address _____

Nature of treatment _____

Still under care? _____

b) Name _____

Address _____

Nature of treatment _____

Still under care? _____

c) Name _____

Address _____

Nature of treatment _____

Still under care? _____

d) Name _____

Address _____

Nature of treatment _____

Still under care? _____

20. List all nurses, therapists or other health care professionals that you have seen.

a) Name _____

Address _____

Nature of treatment _____

Still under care? _____

b) Name _____

Address _____

Nature of treatment _____

Still under care? _____

FEE AGREEMENT AND AUTHORITY TO REPRESENT

I, the undersigned client (hereinafter referred to as "I", "me" or the "Client"), do hereby retain and employ _____ and his/her law firm (hereinafter referred to as "Attorney"), as my Attorney to represent me in connection with the following matter:

1. **ATTORNEY'S FEES.** As compensation for legal services, I agree to pay my Attorney as follows:

Contingency _____ Yes _____ No

(Attorney shall receive the following percentage of the amount recovered before the deduction of costs and expenses as set forth in Section 2 herein)

_____ % if settled without suit
_____ % in the event suit is filed
_____ % in the event a trial actually starts
_____ % in the event an appeal is filed by any party

It is understood and agreed that this employment is upon a contingency fee basis, and if no recovery is made, I will not be indebted to my Attorney for any sum whatsoever as **Attorney's Fees**. (However, I agree to pay all costs and expenses as set forth in Section 2 herein, regardless of whether there is any recovery in this matter. In the event of recovery, costs and expenses shall be paid out of my share of the recovery.)

Hourly Fee--No Advance Deposit _____ Yes _____ No

I agree to pay Attorney's Fees at the rate of \$ _____ per hour and paralegal fees at the rate of \$ _____ per hour. I agree that time is billed in increments of _____ minutes. Attorney shall provide me with itemized Statements for Professional Services Rendered (including costs and expenses), and I agree to promptly pay each Statement. If I fail to pay each Statement within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney based on my failure substantially to fulfill an obligation to Attorney.

Hourly Fee--With Advance Deposit _____ Yes _____ No

I agree to pay Attorney's Fees at the rate of \$ _____ per hour and paralegal fees at the rate of \$ _____ per hour. I agree that time is billed in increments of _____ minutes.

It is understood and agreed that I shall pay my Attorney an initial Advance Deposit of \$ _____ due upon Attorney's acceptance of this agreement, which deposit shall be applied toward the payment of Attorney's Fees and costs and expenses. This deposit shall be deposited into Attorney's trust account and Attorney is authorized to pay Attorney's Fees and costs and expenses out of the existing deposit, at least on a monthly basis. Periodically Attorney shall provide me with itemized Statements for Professional Services Rendered (including costs and expenses). Should the work performed by my Attorney exceed the amount held in trust, I agree to replenish the Advance Deposit upon Attorney's request. If I fail to replenish the Advance Deposit each time it is exhausted within ten (10) days of Attorney's request, or if I neglect to pay Attorney's Fees, costs or expenses outstanding within ten (10) days of Attorney's request, I agree that, pursuant to this agreement, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney based on my failure substantially to fulfill an obligation to Attorney.

Flat Fee _____ Yes _____ No

I agree to pay a flat fee of \$ _____.

2. **COSTS AND EXPENSES.** In addition to paying Attorney's Fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree to promptly reimburse Attorney. If an advance deposit is being held by Attorney, I agree to promptly reimburse Attorney for any amount in excess of what is being held in trust. These costs may include (but are not limited to) the following: long distance telephone charges, photocopying (\$.25 per page), postage, facsimile costs, Federal Express charges, deposition fees, expert fees, subpoena costs, court costs, sheriff's and service fees, travel expenses and investigation fees.

Advance required _____ Yes _____ No

I agree to advance \$_____ for costs and expenses, which amount shall be deposited in Attorney's trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney's request. If I fail to replenish the advance within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney.

3. **INTEREST; ATTORNEY'S FEE FOR ENFORCEMENT.** If any Attorney's fees or costs and expenses are not paid within ten (10) days of Attorney's mailing of statement to me, I agree to pay interest thereafter on any balance due at the rate of twelve percent (12%) per annum. I further agree to pay the reasonable attorney's fee of any attorney employed by Attorney to seek enforcement of this agreement.
4. **NO GUARANTEE.** I acknowledge that my Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that my Attorney shall have the right to cancel this agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, and/or I refuse to follow the recommendations of Attorney, and/or I fail to abide by the terms of this agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct.
5. **STATUTORY ATTORNEY'S FEES.** In the event of recovery under the provisions of the Longshore and Harbor Workers' Compensation Act, or under Louisiana Worker's Compensation laws, or under any other laws which specify attorney's fees to be paid, then the Attorney's Fees shall be paid in accordance with the maximum allowed by law.
6. **CONSENT TO SETTLEMENT.** Neither Attorney nor Client may, without the prior written consent of the other, settle, compromise, release, discontinue or otherwise dispose of this matter, claim or lawsuit.
7. **PRIVILEGE.** I agree and understand that this contract is intended to and does hereby assign, transfer, set over and deliver unto Attorney as his/her fee for representation of me in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions of Louisiana Revised Statute 37:218, and that Attorney shall have the privilege afforded by Louisiana Revised Statute 9:5001.
8. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or disagreement concerning this agreement, I agree to submit to arbitration by the Louisiana State Bar Association Lawyer Dispute Resolution Program. I further agree that any award by the arbitrator shall include the costs and expenses of arbitration, including attorney's fees actually incurred (if Attorney represents himself/herself, he/she shall record his/her fees and charges as they would otherwise accrue in the representation of a third party). In the event that I do not comply with the arbitrator's decision and satisfy an award within thirty (30) days of the rendering of a decision and Attorney resorts to judicial enforcement of the award, Attorney shall be entitled to recover as well ten percent (10%) of the whole amount awarded (plus costs, expenses and attorney's fees) as a penalty in accordance with Louisiana Civil Code Article 3106.
9. **ADDITIONAL TERMS.** Attorney and Client agree to the following additional terms:

10. **ENTIRE AGREEMENT.** I have read this agreement in its entirety and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

This agreement is executed by me, the undersigned Client, on this _____ day of _____

CLIENT

Name: _____

The foregoing agreement is hereby accepted on this _____ day of _____

ATTORNEY _____