



The Nashville Law Firm, PA  
9005 Overlook Blvd.  
Bretwood, TN 37027  
o. 615.844.4034  
p. 888.722.4106  
TheNashvilleLawFirm.com

## **STATEMENT OF CLIENT'S RIGHTS**

Before you, the prospective client, arrange a contingency 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:

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 to 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 talk to other lawyers.

2. Any contingency fee contract must be in writing. 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 cases without giving you notice, delivering necessary papers to you, and allowing you time to hire 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 their experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and provide this to you 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 should tell you 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 agreement.

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 your case 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 in advance or lend 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 expense, you have the right to decide how much to spend. Your lawyer should inform you whether the fee will be based on the gross amount recovered or the amount recovered minus costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. The adverse consequences might include money that 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.

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 the 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.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have to report the matter to The Tennessee Bar, the agency that oversees the practice and behavior of all lawyers in Tennessee. For information on how to reach The Tennessee Bar, call 1-615-361-7500, 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.

Your signature states that you have been provided this document and does not bind you to any agreement.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**THE NASHVILLE LAW FIRM, P.A.**

\_\_\_\_\_  
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**AUTHORITY TO REPRESENT  
CONTINGENCY FEE AGREEMENT**

I, \_\_\_\_\_, do hereby retain THE NASHVILLE LAW FIRM, P.A., to represent me in my claim arising on \_\_\_\_\_ against \_\_\_\_\_. I acknowledge that THE NASHVILLE LAW FIRM, P.A., will advance the costs of bringing his claim or lawsuit, but that these costs will be deducted from my share of the recovery. I agree that THE NASHVILLE LAW FIRM, P.A., will be paid as follows:

- a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or not demand for appointment of arbitrators is made, the expiration of the time provided for such action:
  - 1. 33 1/3% of any recovery up to \$1 million; plus
  - 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
  - 3. 20% of any portion of the recovery exceeding \$2 million.
- b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment.
  - 1. 40% of any recovery up to \$1 million; plus
  - 2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
  - 3. 20% of any portion of the recovery exceeding \$2 million.
- c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:
  - 1. 33 1/3% of any recovery up to \$1 million; plus
  - 2. 20% of any portion of the recovery between \$1 million and \$2 million; plus
  - 3. 15% of any portion of the recovery exceeding \$2 million.
- d. 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.

The above fees are in addition to any applicable sales tax.

If any suit brought on my behalf entitles me to have the defendant pay my attorney's fees, then I agree to pay THE NASHVILLE LAW FIRM, P.A. those fees as determined by the court or the above contingency, whichever is greater. I further understand that the fees as set by the court may well exceed the above contingency figures depending upon the amount of time my attorney expends in the prosecution of my case, the difficulty, novelty, or complexity of my case, and the amount ultimately paid or rewarded.

THE NASHVILLE LAW FIRM, P.A., will only charge a fee if there is a recovery. Any protected medical bills or hospital/workers compensation liens will be deducted from the client's share of the recovery. THE NASHVILLE LAW FIRM, P.A. will charge a one time administrative cost of three hundred dollars (\$300.00) for the set up of my file. The client shall inform THE NASHVILLE LAW FIRM, P.A., of any change in address and any failure to do so will relieve this office of any duty to prosecute this claim. The client hereby acknowledges receipt of the Statement of Client's Rights.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

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THE NASHVILLE LAW FIRM, P.A.

\_\_\_\_\_  
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Please answer the following questions as best as you can.

**PERSONAL INFORMATION**  
**PERSONAL INJURY**

**I. CLIENT/PATIENT INFORMATION**

Guardian of injured person, if applicable: \_\_\_\_\_

Injured person(s): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone (H): \_\_\_\_\_

\_\_\_\_\_ Phone (W): \_\_\_\_\_

\_\_\_\_\_ Phone (C): \_\_\_\_\_

Place of Birth: \_\_\_\_\_ How long have you lived in Tennessee? \_\_\_\_\_

Marital Status: \_\_\_\_\_ If married, spouse's name: \_\_\_\_\_

Dependant children (names/ages): \_\_\_\_\_

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

Criminal Convictions: YES NO

If YES, please list: \_\_\_\_\_

(Use back of form if necessary.)

Who referred you to this firm?: \_\_\_\_\_ Is this person an attorney: \_\_\_\_\_

Do you smoke? YES NO

Do you have diabetes? YES NO

**II. EMPLOYMENT INFORMATION**

Please include all employment/employers during the 12 months prior to the accident.

Occupation: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Salary: \_\_\_\_\_/per hour or year      Hours per week: \_\_\_\_\_

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

Title/Position: \_\_\_\_\_

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

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

\_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Salary: \_\_\_\_\_/per hour or year      Hours per week: \_\_\_\_\_

Reason you left employment \_\_\_\_\_

Did you miss any work because of this accident:    YES    NO

Dates absent from work: \_\_\_\_\_

Were you injured on the job?      YES    NO

If Unemployed:

What income are you receiving?    Unemployment    Retirement    Disability

Who provides you this income? \_\_\_\_\_

How are you making your monthly bills? \_\_\_\_\_

**III. ACCIDENT INFORMATION**

Date of Accident: \_\_\_\_\_

Time of Accident: \_\_\_\_\_

Location of Accident:

\_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ County: \_\_\_\_\_

Description of Accident:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Investigating Agency (Police/FHP/Other): \_\_\_\_\_

Accident/Incident Report Number: \_\_\_\_\_

**IV. INJURIES/TREATMENT INFORMATION**

What injuries were sustained:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ambulance: YES NO Name: \_\_\_\_\_

Hospital: YES NO Name: \_\_\_\_\_

Doctors/Medical Providers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did a physician place you on disability from work? YES NO

If YES, please state the doctor and the period of the disability:

\_\_\_\_\_

**V. DEFENDANT'S INSURANCE INFORMATION**

Defendant #1 Name: \_\_\_\_\_

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

Auto/Liability Insurance Carrier Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number: \_\_\_\_\_ Claim Number: \_\_\_\_\_

Adjuster: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Did you give a statement to the adjuster? YES NO

Defendant #2 Name: \_\_\_\_\_

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

Auto/Liability Insurance Carrier Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number: \_\_\_\_\_ Claim Number: \_\_\_\_\_

Adjuster: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Did you give a statement to the adjuster? YES NO

**VI. CLIENT'S INSURANCE INFORMATION**

**Auto Insurance**

Auto Insurance Carrier Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number: \_\_\_\_\_ Claim Number: \_\_\_\_\_

Adjuster: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Did you give a statement to the adjuster? YES NO

**Health Insurance**

Health Insurance Carrier Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy Number: \_\_\_\_\_ Claim Number: \_\_\_\_\_

Adjuster: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Did you give a statement to the adjuster? YES NO

Are you eligible for Medicare? YES NO If YES, I.D. number: \_\_\_\_\_

Are you eligible for Medicaid? YES NO If YES, I.D. number: \_\_\_\_\_



**VII. PROPERTY DAMAGE INFORMATION (Auto Accident Only)**

Vehicle Description:

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Areas of Damage: \_\_\_\_\_

Any written estimates of damages? YES NO

If YES, how much? \_\_\_\_\_

Have you discussed the property damage with the Defendant's adjuster? YES NO

Have you discussed the property damage with your adjuster? YES NO

**VII. VEHICLES OWNED (Fill out for automobile cases only)**

Provide information about ALL vehicles owned by you or by a relative living with you:

YEAR	MAKE	MODEL	OWNER	RELATIONSHIP TO YOU
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**IX. PRIOR ACCIDENTS/INJURIES**

Have you suffered prior injury to the same part of body as in this case? YES NO

If YES, please list the doctor(s) who treated you:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever been involved in prior accidents of ANY kind? YES NO

Date of Accident: \_\_\_\_\_ Type of Accident: \_\_\_\_\_

Treating Physicians:

\_\_\_\_\_

Were you assessed a permanent impairment rating? YES NO

Date of Accident: \_\_\_\_\_ Type of Accident: \_\_\_\_\_

Treating Physicians:

\_\_\_\_\_

Were you assessed a permanent impairment rating? YES NO

## PERSONAL INJURY CHECKLIST

1. Initial Letter to Client \_\_\_\_\_
2. Follow-up Phone Call \_\_\_\_\_
3. Thank-you Note (handwritten) N/A
4. Request Medical Records \_\_\_\_\_
5. Letter to Client's:
  - a. Auto Ins. \_\_\_\_\_  
UM \_\_\_\_\_  
Med Pay \_\_\_\_\_
  - b. Health Ins. \_\_\_\_\_
  - c. Work Comp. Ins. \_\_\_\_\_
  - d. Medicare \_\_\_\_\_
6. Letter to Defendant(s) \_\_\_\_\_
7. Letter to Defendant's Ins. \_\_\_\_\_
8. Coverage \_\_\_\_\_
9. Accident Report \_\_\_\_\_
10. Property Damage Photos \_\_\_\_\_
11. Personal Injury Photos \_\_\_\_\_
12. Witness Statements \_\_\_\_\_



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**AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

**PATIENT NAME:** \_\_\_\_\_  
**SOCIAL SECURITY #:** \_\_\_\_\_  
**DATE OF BIRTH:** \_\_\_\_\_  
**DATE OF SERVICE:** \_\_\_\_\_

I hereby authorize \_\_\_\_\_ to disclose the above named individual's health information to The Nashville Law Firm, P.A., 9005 Overlook Blvd., Brentwood, TN 37027; Telephone 615-844-4034; Fax 888-722-4106.

The type of information to be disclosed is as follows:

Any and all treatment and billing records pertaining to past, present and future care.

1. I understand that the information to be released may include information relating to a sexually transmitted disease, AIDS, HIV and may also include information about behavioral or mental health services as well as treatment for alcohol or substance abuse.
2. The medical information is being disclosed for the purposes of pursuing legal action against one or more parties by my attorneys, The Nashville Law Firm, P.A.
3. I understand that I may revoke this authorization at any time by expressing my request in writing. However, I understand that any action already taken in reliance on this authorization cannot be reversed and my revocation will not affect those actions. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign the authorization.
4. This authorization expires upon the settlement of my claim or conclusion of my representation by The Nashville Law Firm, P.A.
5. I understand that this information may be redisclosed by the recipient and the information may not be protected by federal privacy laws or regulations.
6. I understand authorizing the use or disclosure of the information identified above is voluntary. I need not sign this form to ensure healthcare treatment.

\_\_\_\_\_  
Signature of Patient or Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

If signed by legal representative, relationship to Patient: \_\_\_\_\_



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