ABRAMS LANDAU, Ltd.
INJURY LAW FIRM

797 Center Street, Herndon, VA 20170
(703) 796-9555 • Fax (703) 796-9210

Member of the Bar ***[VA, CT, NJ, FL & DC]***

Please take a moment to look through the attached pages, as many of your questions may be answered after doing so. This packet contains the following:

1. **Potential Client Information Sheet**. Please fill this out as completely as you can. By signing this form, you are attesting to the fact that all the information you have provided is true and accurate to the best of your knowledge and belief.

2. The **Retainer Agreement** is the contract that allows me to represent you. Representation is not effective until both the potential client and the attorney have agreed to representation of your case and have both signed the Retainer Agreement. The potential client must sign in the space provided prior to meeting with the attorney.

3. The **Medical Authorizations** allow us to request your medical records from doctors, hospitals, physical therapists, etc. Without them, we cannot see this privileged information about your physical condition and progress. You need only to sign your name and include your address, social security number and date of birth. **Please DO NOT date these forms.**

4. The **Client Medical** History Form provides an overview of your health prior to this accident. If you were injured in another accident before this one, it is important that you tell us about it so that we can distinguish your current injury from the past.

5. **Mileage and Prescription Forms** are for you to take home. These forms enable you to more easily keep track of the mileage you travel to and from your doctors' appointments and to keep track of the prescriptions you purchase. It is important that you not only document your mileage, but that you keep your prescription receipts. As you complete a page, you may forward it to our office so that we can submit it for prompt reimbursement.

5. It is important that you keep our office updated as to any changes in your address, work location, amount of pay, doctor's orders and physical condition. You may do so by making a phone call or simply by sending us a letter advising us of the change.

6. The **Client Checklist** is also for you to take home. This is a list of common sense tips for you to read over with your family so that you can protect yourself during your claim

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POTENTIAL CLIENT INFORMATION SHEET

Name:_____ Date:_____

Address: _____

Date of Birth: _____ Social Security Number: _____

Home Telephone: _____ Work Telephone:_____

DATE OF INJURY: _____ Cell No./Email: _____

Employer: _____

Employer's Address: _____

Marital Status: Single Married Divorced Widowed Other

Names and Ages of Spouse/Children: _____

_____

Other Dependents: _____

Brief Description of Case: _____

_____

_____

Name, Address, Telephone Number of Witnesses: _____

_____

_____

• Do You Have Major Medical Health Care or Medicaid Coverage? _____ If so, please provide a copy of your insurance card.

• Do you have previous claims or lawsuits? _____ If so, please furnish the nature of any such claims or suits on the reverse side of this form, stating the nature of your injuries, if the matter has been settled or is still in dispute, and your attorney's name, address and telephone number, if any.

• Do you have outstanding bankruptcies or do you anticipate filing bankruptcy in the future? _____ If so, please describe the type, date of filing, disposition and provide us your bankruptcy attorney's name, address and telephone number.

I certify that the foregoing information is true and accurate to the best of my knowledge and belief.

Date: _____ Signed: _____

CLIENT MEDICAL HISTORY DETAILED

Include all dates, as best as possible, along with an explanation of your injury, all medical care obtained, and the names of all healthcare providers rendering that care:

Prior Neck Problems:

Prior Shoulder Problems:

Prior Back Problems:

Prior Knee Problems:

Prior Arm/Hand/Wrist Problems:

Prior Leg/Foot/Ankle Problems:

Scoliosis/Polio/Multiple Sclerosis:

Hearing/Vision/Sensory Problems:

Gunshot Wounds:

Prior Auto or Other Accidents:

Prior Workplace Accidents:

Anything Else?

Client Attestation:

I certify that the above fully and accurately describes the medical history as of today's date.

Dated: _____ Signed: _____

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ENGAGEMENT AGREEMENT
(Attorney-Client)

I, _____ HEREBY AGREE to engage ABRAMS LANDAU, Ltd. as my legal counsel, to represent me against the Defendant(s) _____ and/or other parties or their insurance companies for damages and personal injuries sustained on _____.

IT IS AGREED that if my attorney recovers any sum from the Defendant(s) or their agent(s), I shall pay a fee for such services equal to ONE THIRD (33 1/3%) of the gross sum recovered, prior to filing a lawsuit, and FORTY PERCENT (40%) thereafter, whether by settlement, mediation, arbitration or trial. This fee is to be computed before deductions for expenses, costs, liens and disbursements. In the event that no sum is recovered from the Defendant(s) or their agent(s), then ABRAMS LANDAU, Ltd. shall receive no fee for legal services. If I change counsel for any reason, I shall reimburse counsel their expenses and time spent on my case at the rate of $670.00 per hour. I agree to reimburse counsel all reasonable expenses and costs incurred on my behalf, including, but not limited to: medical reports, expert fees, investigation, depositions, document duplication, exhibits, messenger, travel expenditures and court costs, regardless of the outcome of my claim. I also agree to be truthful and provide my full cooperation during the course of my case. In the event that cooperation and/or facts prove to be different than those reported, my lawyer reserves the right to withdraw as my counsel.

This Engagement is valid through settlement, Alternative Dispute Resolution, and/or trial. In the event an appeal is sought, this Engagement may be renegotiated. ABRAMS LANDAU, Ltd. reserves the right to associate additional counsel as needed, under this same Engagement, with no additional fees to the client (associate counsel would participate in the fees set forth above). Additionally, ABRAMS LANDAU, Ltd. has the right to withdraw if it appears that the claim does not have merit. Finally, ABRAMS LANDAU, Ltd. does not guarantee any particular result, as each case is unique on its facts and circumstances.

ABRAMS LANDAU, Ltd. retains files electronically for seven (7) years after the case is concluded. Representation terminates when the final case decision is rendered, upon settlement, or by other agreement in writing. In the interest of facilitating our services to you, we may communicate with you, or others, by emails, facsimile transmission, send

data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers under the engagement. We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. We also remind you to not discuss the case on Social media.

Client: _____ Date: _____

Witness: _____ Counsel: _____

ABRAMS LANDAU, Ltd.
INJURY LAW FIRM

AUTHORIZED RELEASE

TO: _____

DATE OF INJURY: _____ _____CLIENT: _____ _____

I hereby request and authorize you to furnish to my attorney, **Douglas K.W. Landau, Esquire**, or his representatives, located at: **797 Center Street, Herndon, Virginia 20170; T: 703-796 -9555 or F: 703-796-9210** any and all information which they request with respect to the following:

( ) Hospital and/or Medical Records & Bills including medical history, consultations, prescriptions, treatment and x-rays, and any and all services rendered with regard to any claims as the result of job related injury, motor vehicle accident, disease, condition or disability I may have.
( ) Wage and Employment Records
( ) Social Security File and Records
( ) Worker's Compensation File and Records
( ) Permission to speak with police officers and any other persons investigating the claim
( ) Police Accident Report
( ) Attendance and Scholastic Records

A copy of this authorization is as valid as the original.

_____ _____
Client's Signature Date

_____ _____
Address Social Security No.

_____ _____
Date of Birth

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Patient Name: _____ Health Record Number _____
Date of Birth: _____ SS No.: _____
Patient Account No._____

1. I authorize the use or disclosure of the above named individual's health information as described below.

2. The following individual or organization is authorized to make the disclosure:
   Provider Name: _____
   Provider Address: _____
   Intent of Use of Information: _____

3. The type and amount of information to be used or disclosed is as follows: (include dates where appropriate)
   - □ problem list
   - □ medication list
   - □ list of allergies
   - □ immunization record
   - □ most recent history and physical
   - □ most recent discharge summary
   - □ laboratory results from (date) _____ to (date)_____
   - □ x-ray and imaging reports from (date) _____ to (date)_____
   - □ consultation reports from (doctors' names) _____
   - □ entire record
   - □ billing statements: Itemized and coded (CPT/ICD) from (date) _____ to (date) _____
   - □ other: _____

4. I understand that the information in my health record may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.

5. This information may be disclosed to and used by the following individual or organization:

Abrams, Landau Ltd., 797 Center Street,
Herndon, Virginia, 20170

6. I understand I have the right to revoke this authorization at any time. I understand if I revoke this authorization I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire on the following date, event or condition: _____. If I fail to specify an expiration date, event or condition, this authorization will expire in six months.

7. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand I may inspect or copy the information to be used or disclosed, as provided in CFR 164.524. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact (insert HIM director, privacy officer, or other office or individual's name or contact information).

_____ _____
Signature of Patient or Legal Representative Date

_____ _____
If Signed by Legal Representative, Relationship to Patient Signature of Witness

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Patient Account No._____

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□ other: _____

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_____ _____
Signature of Patient or Legal Representative Date

_____ _____
If Signed by Legal Representative, Relationship to Patient Signature of Witness

MILEAGE AND PRESCRIPTION RECORD

Please record the following information for each visit to a doctor or other medical facility for any treatment received, including physical therapy. You may also include mileage incurred for vocational rehabilitation training.

Date Of Treatment	Name of Facility	Miles Traveled Roundtrip

Please record the following information for any prescriptions or other prescribed medical needs. **Be sure to submit the receipts along with the completed form.**

Date	Specific Name of Medication Or Product	Amount

PHYSICIANS AND PHARMACY

Please record the following information for each visit to a doctor or other medical facility for any treatment received, including physical therapy. You may also include mileage incurred for vocational rehabilitation training.

Date Of Treatment	Name of Facility/Physician	Miles Traveled Roundtrip

Please record the following information for any **PRESCRIPTIONS** or other prescribed medical needs. **Be sure to submit the receipts along with the completed form.**

Date	Specific Name of Medication Or Product	Amount

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FACEBOOK
(and other social networking sites)

Recently, insurance companies and their lawyers have gained access to injured person's social networking sites. Sometimes this is done by merely looking at a site that is readily available to everyone. Other times, trickery is used to gain access to private postings. Importantly, once litigation commences this information is available as a matter of right. Set forth below is a recent formal written inquiry by the defense where an injured client was required to respond to under oath:

> **Copies of all documents and records of any sort regarding any "Facebook.com", "MySpace.com", "Twitter.com", LinkedIn.com", "Tagged.com", "Classmates.com", "Reunion.com", "Friendster.com", etc. social networking page in which you have belonged or contributed, or any web logs ("blogs") you have maintained, beginning two years before the subject accident to the present.**

Once insurance companies/defense lawyers gain the information on any social networking sites, they take statements or photos entirely out of context to make it appear as if a client is not as injured as they claim. Even though we will have the opportunity of explaining the full extent and nature of your injuries, potential jurors are swayed by this tactic.

We have established a set of guidelines that we give to each and every one of our clients at the commencement of their case. Following these guidelines will ensure that your case will not be harmed by your use of any social networking site. Conversely, if you disregard these suggestions, you do so at your peril. Postings on your site can come back to haunt you and us as we work on your insurance claim.

The suggested guidelines you should follow until the conclusion of your case are simple:

1. Never discuss your case in any fashion on any social networking sites. This includes the fact that you were involved in an accident, how the accident happened, who was involved, the extent of your injuries, and the impact the injuries have had upon you at home, work, and play.

2. Never mention any activities that you are involved in. This includes ANY sporting activities, hunting, fishing, vacations, employment, social activities, household activities, chores, etc. (Again, these comments can be used out of context and damage your case.)

3. Never post a photograph of yourself on any social networking site from this point forward until your case is concluded. (Photographs showing you in an activity or social

environment can cause difficulty and will be used against you in your case.)

4. <u>Never</u> post information on your Facebook page or on other social networks that are open to the public. Also, understand that even if you post something on your private site only viewable by your "friends", it will be accessible to the opposing party and insurance company in your case.

5. <u>Do not allow a new "friend"</u> unless you know who that person is. It is not beyond the insurance company/defense to "friend" you just to see your private site.

6. If you have posted items on your social network that could prove to be embarrassing or uncomfortable if observed by any stranger or by the insurance company/defense, you should remove that post immediately. However, understand that if something has been posted at anytime it may become available to the other side. If that is the case, please discuss the posting(s) with us so that we may deal with the matter.

<u>Important</u>

It is important to understand that making an insurance claim for your injuries will bring into light your social network postings. From this point forward, it is important to be aware your social networking site can cause difficulties in regard to a personal injury claim.

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Your Checklist

While your case is being handled, it is very important that you do your part and that you keep our office informed. Here are some suggestions that will help.

1. **Keep all evidence that you have.** Save anything that has, or might have, something to do with your case (prescriptive items given to you by your doctor, i.e., neck or back pillows, back or knee brace, etc.).

2. **Keep all bills and receipts.** When it comes time to settle your case with the insurance company, it will be necessary that I give them a complete list of all the money that you have spent, such as mileage and prescriptions. I will also need a list of money that you have lost due to loss of work. It is a very good idea to keep a journal or calendar to keep track of the days you worked and went to the doctor and also to keep track of how you feel physically.

3. **Call our office about any change of address.** If you move or change your telephone number, please contact our office to advise us of such a change.

4. **Let us know about any other changes.** You should always let us know of any changes such as going into the hospital, surgery, being sent to another doctor or if you have been released from a doctor.

5. **Watch what you say.** Everything you say can be used against you. Do not talk about your case with anyone except me or someone in my office. You will have to tell your doctors about your case, but you should not discuss it with anyone else without my permission.

6. **Keep all of your appointments with the doctor(s).** This is very important. Follow your doctor's orders and treatment. Do not stop seeing your doctor until your doctor releases you from his/her care. Failure to do this may have a bad effect on your case.

7. **Last, but not least, do not hesitate to contact our office** with any questions or concerns that you may have. If I am not available, my assistant is able to assist you or pass your questions on to me. No question is a dumb question.