

Chapter 1

New Client/Initial Intake



FORM 1-001
WELCOME LETTER TO NEW CLIENT

[DATE]

[CLIENT]

[ADDRESS]

RE: Your [INCIDENT/CRASH/COLLISION/WRECK] of [DATE OF ACCIDENT]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

It was a pleasure to meet with you recently to discuss your claim for injuries you suffered in [A/AN][INCIDENT/CRASH/COLLISION/WRECK] on [DATE OF ACCIDENT]. I would like to take this opportunity to thank you for your expression of confidence and trust in selecting our law firm to represent you. You can be assured that we will work diligently to maximize the compensation you receive for this claim.

I invite you to visit our web site located at [www.\[FIRM WEBSITE\].com](http://www.[FIRM WEBSITE].com) which provides background information about our firm and includes helpful information.

Needless to say, feel free to contact me regarding any questions or concerns you may have about your case at any time.

Thank you again for permitting our office to represent you.

Very truly yours,

[NAME OF ATTORNEY]





FORM 1-002

WELCOME LETTER TO NEW CLIENT WITH RETAINER AND OTHER FORMS

[DATE]

[CLIENT]

[ADDRESS]

RE: Your [INCIDENT/CRASH/COLLISION/WRECK] of [DATE OF ACCIDENT]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

As we discussed when we spoke earlier, I am enclosing an original and one copy of a Power of Attorney for your review and signature. If the enclosed Power of Attorney meets with your approval, please sign and return the original to me as soon as possible and keep the copy for your file.

I am also enclosing several HIPAA Medical Authorizations, a Request of Social Security Earnings Information and a Request for Copy of Tax Return for your signature. Please sign the enclosed documents and return them to me in the enclosed envelope.

If you have any questions about your case, please feel free to contact me at any time.

Very truly yours,

[NAME OF ATTORNEY]





FORM 1-003

POWER OF ATTORNEY – DIRECT (SINGLE CLIENT)

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT**

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement (hereinafter referred to as “Agreement”) is made between Client, [*NAME OF CLIENT*], (hereinafter referred to as “Client”) and THE LAW OFFICES OF [*NAME OF LAW FIRM*], (hereinafter referred to as “Attorneys”):

In consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

I.

PURPOSE OF REPRESENTATION

1.01 Client hereby retains and employs Attorneys, with THE LAW OFFICES OF [*NAME OF LAW FIRM*] to assume the role of counsel, for the prosecution and trial of claims against [*NAME OF THE DEFENDANT*] (hereinafter referred to as “Defendant”) arising from the legal injury of Client (the “Case”) and to recover compensation to which Client may be entitled, as well as to compromise and settle all claims arising out of the Case.

1.02 It is specifically agreed and understood that Attorneys’ representation is limited to the specific persons and/or companies named herein as clients, and that Attorneys are not representing or expected to represent any person or entity not named herein as a client. It is expressly agreed and understood that Attorneys’ obligations are limited to representing Client in the specific matters described herein, and Client does not expect Attorneys to do anything else.

II.

ATTORNEYS’ FEES

2.01 This Agreement is a contingency fee contract. If Attorneys are successful in recovering for Client money and/or other things of value as described in paragraph 2.02, below, whether by settlement, arbitration award, order or judgment. Attorneys shall receive attorneys’ fees calculated as follows:

- (a) if the recovery is obtained prior to the time that notice of appeal from a final judgment has been filed by any party, then Attorneys shall receive as their fees the dollar amount equal to



[*NUMBER*]% of Client's total recovery determined in accordance with paragraph 2.02 and/or 2.03, below; and

- (b) if the recovery is obtained after notice of appeal from a final judgment has been filed by any party, then Attorneys shall receive as their fees the dollar amount equal to [*NUMBER*]% of Client's total recovery determined in accordance with paragraph 2.02 and/or 2.03, below.

If Attorneys do not obtain a recovery of money and/or other things of value for Client, then Client will not owe Attorneys any attorneys' fees.

2.02 The "total recovery" for purposes of calculating attorneys' fees pursuant to paragraph 2.01(a or b), above, includes all monies and everything of value (expressed in present cash dollars) recovered, received or obtained by Client as a result of any settlement or recovery pursuant to the Case. Such things of value include, but are not limited to, modification, extinguishment or forgiveness of any loan or debt of Client or any interest or penalties relating thereto or any damages or monies Client owes or may be obligated for under any contract or the value of any performance thereunder.

2.03 In the event that Attorneys and Client cannot agree on the value, expressed in present cash dollars, of any item or thing included in the total recovery, the parties agree to retain the services of a mutually agreed upon accounting firm to make an appraised present cash value of such item or thing, which appraised value shall be assigned to such item or thing for purposes of determining the present cash value of the total recovery, or else this issue will be resolved by arbitration pursuant to paragraph 10 below.

III.

ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, Client hereby conveys and assigns to Attorneys and agrees to pay to Attorneys an undivided interest in all of Client's claims and causes of action to the extent of the applicable percentage set out in Paragraph 2.01.

3.02 All sums due and to become due are payable at THE LAW OFFICES OF [*NAME OF LAW FIRM*] in [*NAME OF COUNTY*] County, Texas.

IV.

DEDUCTION OF EXPENSES

4. It will be necessary for Attorneys to incur and advance certain court costs and other types of expenses on Client's behalf. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for records; costs for investigative services; expert witness and

consultant fees; mediator's fees; travel expenses (including air fare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and court reporter fees; transcripts of court proceedings; charges for computer assisted legal research; preparation of exhibits and graphics; and miscellaneous copying (billed at Attorneys' usual rate or the costs of any outside copy service we use), postage, long-distance telephone charges, facsimile charges at Attorney's usual rate, shipping expenses, and courier expenses. Client agrees that Attorneys may borrow funds from a financial lending institution to finance or pay such Court costs and litigation expenses, and the reasonable interest charged by the institution on such borrowed funds will be added to the Court costs and litigation expenses. Client agrees to reimburse Attorneys for all such costs and expenses from Client's share of the total recovery, whether by settlement, arbitration award, or judgment. Upon Attorneys' receipt of the proceeds of any settlement, arbitration award, or judgment, Attorneys shall (1) retain as their attorneys' fees the applicable percentage of the total recovery in accordance with paragraph 2.01, above, (2) deduct from Client's share of the total recovery any costs and expenses Attorneys incur on Client's behalf and, if applicable, the amount of any liens and/or letters of protection applicable to the total recovery, and (3) disburse the remainder of Client's share of the total recovery to Client.¹ Any payment or reimbursement of costs and expenses that we receive from another party, as a result of a court ruling or otherwise, will be credited against the amount Client would otherwise owe, or will be paid to Client if Client would not otherwise owe any such expenses. If Attorneys do not obtain a recovery of money or other things of value for Client, then Client will not be required to pay any expenses.

V.

APPROVAL NECESSARY FOR SETTLEMENT

5.01 No settlement of the Case of any nature shall be made without Client's approval. Client agrees to consider any settlement offer Attorneys recommend before making a decision to accept or reject such offer. Client agrees to notify Attorneys prior to Client engaging directly in settlement discussions or negotiations with another party to the Case or with the attorney for another party to the Case.

5.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably

¹ Additionally, Client understands that Attorneys may incur certain expenses that jointly benefit multiple Clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may divide such expenses equally among such Clients and deduct Clients' portion of those expenses from Clients' share of any recovery.

necessary to represent the Client or Clients in the case or to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the Case as fully as the Client could so do in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the Case.

VI.

REPRESENTATIONS

6.01 It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the Case and Attorneys have not represented to Client that Client will recover all or any of the funds or other things of value so desired. Client realizes that Attorneys will be investigating the law and facts applicable to the Case on a continuing basis and should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of the Case, then, subject to applicable rules, Attorneys may withdraw from further representation of Client by sending written notice to Client's last known address.

6.02 Client acknowledges and represents that no person has solicited Client on behalf of Attorneys (or any lawyer or employee of Attorneys) by in-person or telephone contact that was not initiated by Client. Client further represents that with the exception of the Attorneys' agreements that are expressly set-forth herein, no one has promised Client anything to retain Attorneys.

VII.

COOPERATION OF CLIENT

7.01 Client agrees to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys to permit Client's Case to be investigated and developed; to disclose to Attorneys all facts relevant to the Case; and to be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial. Client agrees to notify Attorneys in writing of each change in Client's mailing address and/or telephone number during this representation within fourteen (14) days of each such change. When the Case is over, Attorneys will provide Client the opportunity to retrieve Client's documents and tangible items. However, if Client has not retrieved those documents and tangible items within ninety (90) days after Attorneys have given Client written notice that the Case is over and that the Client's documents and tangible items are available to be picked up, Client agrees that Attorneys may dispose of those documents and tangible items.

7.02 Attorneys may, at their option and subject to applicable rules, withdraw from the Case and cease to represent the Client should Client fail to comply with any portion of this Agreement or should Attorneys decide that they cannot continue to be involved in the Case. Subject to applicable rules, such withdrawal will be effective by mailing written notice to Client's last known address.

VIII.

REFERRAL OR ASSOCIATION OF ADDITIONAL COUNSEL

8. Client agrees that Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Client and prosecuting the Case. Prior to any such referral or association, Client shall consent in writing to the terms of the agreement after being advised of (1) the identity of the lawyer(s) or law firm(s) involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to the joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive, or if the division is based on the proportion of services performed, the basis on which the division will be made. The referral or association of additional attorneys will not increase the total fee owed by Client.

IX.

TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any suit between Client and Attorneys or either of them regarding Attorneys' representation of Client or regarding anything covered by this Agreement will be filed in a Court of competent jurisdiction in [NAME OF COUNTY] County, Texas.

X.

ARBITRATION

10. Any and all disputes, controversies, claims or demands arising out of or relating to this Agreement or any provision hereof, the providing of services by Attorneys to Client, or in any way relating to the relationship between Attorneys and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in [NAME OF COUNTY] County, Texas. This arbitration provision shall be enforceable in either federal or state court in [NAME OF COUNTY]

County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in [NAME OF COUNTY] County, Texas having jurisdiction.

XI.

PARTIES BOUND

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by applicable law, their respective heirs, executors, administrators, legal representatives, successors and assigns.

XII.

LEGAL CONSTRUCTION

12. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XIII.

PRIOR AGREEMENTS SUPERSEDED

13. This Agreement constitutes the sole and only Agreement of the parties hereto. It supersedes any prior understandings (or written or oral agreement) between the parties respecting the subject matter of this Agreement. The parties agree that any amendment to this Agreement shall be made in writing and signed by each of the parties and that any alleged oral amendment is void and unenforceable.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed, accepted and agreed on this _____ day of _____, [YEAR].

Client Signature

Printed Name: _____

(Client Address)

(City, State, Zip Code)

Client Home Phone Number(s)

Client Work Phone Number(s)

Client Cell Phone Number(s)

Client Email Address(es)

*[DUPLICATE SIGNATURE AND CONTACT INFORMATION LINES LISTED ABOVE FOR EACH
ADDITIONAL CLIENT]*

Agreed:

THE LAW OFFICES OF [*NAME OF LAW FIRM*]

By: _____

[*NAME OF ATTORNEY*] _____

[*ADDRESS OF LAW FIRM*] _____

[*CITY, STATE, ZIP CODE*] _____

[*PHONE NUMBER*] _____

[*E-MAIL ADDRESS*] _____

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For more information, please call 1-800-932-1900. This is a toll-free phone call.

In addition, and in accordance with joint orders of the Texas Supreme Court and the Texas Court of Criminal Appeals, please take notice that those Courts have adopted the Texas Lawyers’ Creed — A Mandate for Professionalism and the Standards for Appellate Conduct. I have enclosed a copy of the Lawyers’ Creed and the Standards for your information. The Creed and the Standards contain standards applicable to lawyers in their conduct towards the legal system generally, to clients, to other lawyers, and to judges. A principal goal of the Creed and the Standards is to reduce abusive tactics in litigation. In accordance with the orders of those Courts, we attempt to comply with the Creed and the Standards for Appellate Conduct, and we encourage you to familiarize yourself with the Creed and the Standards and to ask us any questions you might have about either and how they apply to the litigation process.

[NAME OF LAW FIRM]

[ATTORNEY’S NAME]

[FIRM ADDRESS]

[CITY, STATE, ZIP CODE]

[PHONE]

Client Signature
Printed Name : _____



TX R LWYR'S CREED Mandate for Professionalism

Page 1

Texas Lawyer's Creed Mandate for Professionalism

Vernon's Texas Rules Annotated Currentness

The Texas Lawyer's Creed-- a Mandate for Professionalism

ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed--A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

THE TEXAS LAWYER'S CREED--A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

TX R LWYR'S CREED Mandate for Professionalism

Page 2

Texas Lawyer's Creed Mandate for Professionalism

always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy,

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

TX R LWYR'S CREED Mandate for Professionalism

Page 3

Texas Lawyer's Creed Mandate for Professionalism

candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

TX R LWYR'S CREED Mandate for Professionalism

Page 4

Texas Lawyer's Creed Mandate for Professionalism

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Texas Lawyer's Creed Mandate for Professionalism, TX R LWYR'S CREED Mandate for Professionalism

Current with amendments received through February 1, 2006

© 2006 Thomson/West

END OF DOCUMENT

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

FORM 1-004

CONSENT TO ASSOCIATION OF COUNSEL

[NAME OF CLIENT(S)] (“Client[S]”) [HAS/HAVE] previously executed a Contingent Fee Contract (the Contract) retaining [NAME OF LAW FIRM] to represent Client[S] in regard to certain matters and/or causes of action identified in the Contract. The Contract also provides that [NAME OF LAW FIRM] with the [CLIENT’S/CLIENTS’] written consent, may refer and/or associate other counsel to assist [NAME OF LAW FIRM] to prosecute the [CLIENT’S/CLIENTS’] cause of action.

[NAME OF LAW FIRM] has associated [NAME OF ASSOCIATED LAW FIRM] to assist them to represent Client[S] and to prosecute [CLIENT’S/CLIENTS’] causes of action. Client[S] [AGREE/ AGREES] that [NAME OF LAW FIRM] may associate [NAME OF ASSOCIATED LAW FIRM] as stated in Paragraph VIII of the Contract. It is further agreed and understood that:

- a. the fee to be paid to [NAME OF ASSOCIATED LAW FIRM] will not increase the total attorneys’ fee owed by Client[S];
- b. [NAME OF LAW FIRM] and [NAME OF ASSOCIATED LAW FIRM] will assume joint responsibility for the representation of Client[S]; and
- c. if a recovery is made on behalf of the Client[S], the total attorneys’ fee as conveyed in the Contract will be divided in the following percentages (%’s):

[NAME OF LAW FIRM]	[NUMBER] %
[NAME OF ASSOCIATED LAW FIRM]	[NUMBER] %

[CLIENT’S/CLIENTS’] signature[S] indicate [HIS/HER/THEIR] understanding and consent to the association of [NAME OF ASSOCIATED LAW FIRM] to assist [NAME OF LAW FIRM] to prosecute the [CLIENT’S/CLIENTS’] cause of action.

Signed this _____ day of _____, [YEAR].

Client Signature

Printed Name: _____

Client Address

AGREED TO:

[*NAME OF LAW FIRM*]

By: _____

[*ATTORNEY'S NAME*]

[*ADDRESS*] _____

[*TELEPHONE NUMBER*] _____

[*NAME OF ASSOCIATED LAW FIRM*]

By: _____

[*ATTORNEY'S NAME*]

[*ADDRESS*] _____

[*TELEPHONE NUMBER*] _____

FORM 1-005

POWER OF ATTORNEY – REFERRING ATTORNEY (MULTIPLE CLIENTS)

THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This agreement (hereinafter referred to as “Agreement”) is made between Clients, [*LIST NAMES OF CLIENTS*] (hereinafter referred to as “Clients”) and the following law firms, (hereinafter referred to as “Attorneys”):

- a. THE LAW OFFICES OF [*NAME OF LAW FIRM*]; (and)
- b. THE LAW OFFICES OF [*NAME OF LAW FIRM*]

In consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

I.

PURPOSE OF REPRESENTATION

1.01 Clients hereby retain and employ Attorneys, with the THE LAW OFFICES OF [*NAME OF LAW FIRM*] to assume the role of lead counsel, for the prosecution and trial of claims against [*DEFENDANT*] (hereinafter referred to as “Defendant”) arising from the legal injury of Clients (the “Case”) and to recover compensation to which Clients may be entitled, as well as to compromise and settle all claims arising out of the Case. Even though THE LAW OFFICES OF [*NAME OF LAW FIRM*] is assuming the role of lead counsel in the Case, each of the above named law firms is assuming joint responsibility for representation of Clients, and will assist in the Case as requested by THE LAW OFFICES OF [*NAME OF LAW FIRM*].

1.02 It is specifically agreed and understood that Attorneys’ representation is limited to the specific persons and/or companies named herein as clients, and that Attorneys are not representing or expected to represent any person or entity not named herein as a client. It is expressly agreed and understood that Attorneys’ obligations are limited to representing Clients in the specific matters described herein, and the Clients do not expect Attorneys to do anything else.

1.03 Under the Texas Disciplinary Rules of Professional Conduct, a lawyer generally may not represent multiple clients in a matter if there is a conflict of interests or potential conflict of interests among the clients, unless (i) the lawyer reasonably believes that the representation of each client will not be materially affected, and

(ii) each client consents to the representation after the lawyer has made a full disclosure of the existence, nature, implications, and the potential adverse consequences and the advantages of the joint representation. Although Attorneys do not believe that there are any existing conflicts in this matter, conflicts of interest could arise in the future. For example, a conflict could develop at or before the time of trial with respect to tactical or evidentiary issues related to the trial, or with respect to settlement of the case. Further, despite the best, well-intentioned efforts of all concerned, sometimes an unexpected conflict of interest develops in a joint representation. Although there is the potential for conflicts to arise, joint representation of multiple clients in a matter frequently has the advantage of reducing overall case expenses by reducing the duplication of effort and expenses. A possible disadvantage of joint representation is that if a conflict of interests does arise, Attorneys may be forced to withdraw from representing one or more of the jointly represented clients. If that happens, then one or more of the jointly represented clients would have to obtain new, separate counsel, and, perhaps, incur additional expense and delay as the new attorneys become familiar with the matter. In addition, when a lawyer represents multiple clients in a single lawsuit, ordinarily no attorney-client privilege exists among those clients if they later have a dispute among themselves. By signing this Agreement, each of the jointly represented clients confirms his/her/its awareness of the potential for conflicts of interests and consents to Attorneys jointly representing all of the persons and/or entities identified in this Agreement as “Clients.”

1.04 To the extent feasible, Attorneys will communicate with each person and/or entity identified in this Agreement as “Clients” regarding developments in the case, and will keep Clients reasonably informed. Because a lawyer has both an obligation of confidentiality to each of the lawyer’s clients and an obligation to keep each of the lawyer’s clients reasonably informed of significant developments in the case, Attorneys request that Clients agree that whatever one of the jointly represented clients tells Attorneys, Attorneys will be free to share with the other jointly represented Clients. By signing this Agreement, each of the jointly represented Clients so agrees.

II.

ATTORNEYS’ FEES

2.01 This Agreement is a contingency fee contract. If Attorneys are successful in recovering for Clients’ money and/or other things of value as described in paragraph 2.02, below, whether by settlement, arbitration award, order or judgment. Attorneys shall receive attorneys’ fees calculated as follows:

- (a) if the recovery is obtained prior to the time that notice of appeal from a final judgment has been filed by any party, then Attorneys shall receive as their fees the dollar amount equal to

[*NUMBER*]% of Clients' total recovery determined in accordance with paragraph 2.02 and/or 2.03, below; and

- (b) if the recovery is obtained after notice of appeal from a final judgment has been filed by any party, then Attorneys shall receive as their fees the dollar amount equal to [*NUMBER*]% of Clients' total recovery determined in accordance with paragraph 2.02 and/or 2.03, below.

If Attorneys do not obtain a recovery of money and/or other things of value for Clients, then Clients will not owe Attorneys any attorneys' fees.

Further, Clients understand that the Attorneys' Fees as referenced above will be divided based on Attorneys' joint responsibility for the representation as follows (%'s):

- a. THE LAW OFFICES OF [*NAME OF LAW FIRM*] [*NUMBER*]%
 b. THE LAW OFFICES OF [*NAME OF LAW FIRM*] [*NUMBER*]%

The division of fees as set out in this paragraph will not increase total attorney's fees owed by Clients. By signing this Agreement, Clients consent to Attorneys' participation in the representation and to the foregoing division of fees.

2.02 The "total recovery" for purposes of calculating attorneys' fees pursuant to paragraph 2.01(a or b), above, includes all monies and everything of value (expressed in present cash dollars) recovered, received or obtained by Clients as a result of any settlement, or recovery pursuant to the Case. Such things of value include, but are not limited to, modification, extinguishment or forgiveness of any loan or debt of Clients or any interest or penalties relating thereto or any damages or monies Clients owe or may be obligated for under any contract or the value of any performance thereunder.

2.03 In the event that Attorneys and Clients cannot agree on the value, expressed in present cash dollars, of any item or thing included in the total recovery, the parties agree to retain the services of a mutually agreed upon accounting firm to make an appraised present cash value of such item or thing, which appraised value shall be assigned to such item or thing for purposes of determining the present cash value of the total recovery, or else this issue will be resolved by arbitration pursuant to paragraph 10 below.

III.

ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, Clients hereby convey and assign to Attorneys and agrees to pay to Attorneys an undivided interest in all of Clients' claims and causes of action to the extent of the applicable percentage set out in Paragraph 2.01.

3.02 All sums due and to become due are payable at THE LAW OFFICES OF [NAME OF LAW FIRM] in [NAME OF COUNTY] County, Texas.

IV.

DEDUCTION OF EXPENSES

4. It will be necessary for Attorneys to incur and advance certain court costs and other types of expenses on Clients' behalf. These costs and other expenses may include, but are not limited to, the following: filing and service fees; costs for records; costs for investigative services; expert witness and consultant fees; mediator's fees; travel expenses (including air fare, ground transportation, vehicle mileage, lodging and meals); deposition expenses and court reporter fees; transcripts of court proceedings; charges for computer assisted legal research; preparation of exhibits and graphics; and miscellaneous copying (billed at Attorneys' usual rate or the costs of any outside copy service we use), postage, long-distance telephone charges, facsimile charges at Attorney's usual rate, shipping expenses, and courier expenses. Clients agree that Attorneys may borrow funds from a financial lending institution to finance or pay such Court costs and litigation expenses, and the reasonable interest charged by the institution on such borrowed funds will be added to the Court costs and litigation expenses. Clients agree to reimburse Attorneys for all such costs and expenses from Clients' share of the total recovery, whether by settlement, arbitration award, or judgment. Upon Attorneys' receipt of the proceeds of any settlement, arbitration award, or judgment, Attorneys shall (1) retain as their attorneys' fees the applicable percentage of the total recovery in accordance with paragraph 2.01, above, (2) deduct from Clients' share of the total recovery any costs and expenses Attorneys incur on Clients' behalf and, if applicable, the amount of any liens and/or letters of protection applicable to the total recovery, and (3) disburse the remainder of Clients' share of the total recovery to Clients.¹ Any payment or reimbursement of costs and expenses that we receive from another party, as a result of a court ruling or otherwise, will be credited against the amount Clients would otherwise owe, or will be paid to Clients if Clients would not otherwise owe any such expenses. If Attorneys do not obtain a recovery of money or other things of value for Clients, then Clients will not be required to pay any expenses.

¹ Additionally, Clients understand that Attorneys may incur certain expenses that jointly benefit multiple Clients, including, for example, expenses for travel, experts, and copying. Clients agree that Attorneys may divide such expenses equally among such Clients and deduct Clients' portion of those expenses from Clients' share of any recovery.

V.

APPROVAL NECESSARY FOR SETTLEMENT

5.01 No settlement of the Case of any nature shall be made without Clients' approval. Clients agree to consider any settlement offer Attorneys recommend before making a decision to accept or reject such offer. Clients agree to notify Attorneys prior to Clients engaging directly in settlement discussions or negotiations with another party to the Case or with the attorney for another party to the Case.

5.02 Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to represent the Client or Clients in the case or to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Clients under the Case as fully as the Clients could so do in person. Attorneys are also authorized and empowered to act as Clients' negotiator in any and all settlement negotiations concerning the Case.

VI.

REPRESENTATIONS

6.01 It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the Case and Attorneys have not represented to Clients that Clients will recover all or any of the funds or other things of value so desired. Clients realizes that Attorneys will be investigating the law and facts applicable to the Case on a continuing basis and should Attorneys learn something which in the opinion of Attorneys makes it impractical for Attorneys to proceed with the handling of the Case, then, subject to applicable rules, Attorneys may withdraw from further representation of Clients by sending written notice to Clients' last known address.

6.02 Clients acknowledge and represent that no person has solicited Clients on behalf of Attorneys (or any lawyer or employee of Attorneys) by in-person or telephone contact that was not initiated by Clients. Clients further represent that with the exception of the Attorneys' agreements that are expressly set-forth herein, no one has promised Clients anything to retain Attorneys.

VII.

COOPERATION OF CLIENTS

7.01 Clients agree to cooperate with Attorneys at all times and to comply with all reasonable requests of Attorneys to permit Clients' Case to be investigated and developed; to disclose to Attorneys

all facts relevant to the Case; and to be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial. Clients agree to notify Attorneys in writing of each change in Clients' mailing address and/or telephone number during this representation within fourteen (14) days of each such change. When the Case is over, Attorneys will provide Clients the opportunity to retrieve Clients' documents and tangible items. However, if Clients have not retrieved those documents and tangible items within ninety (90) days after Attorneys have given Clients written notice that the Case is over and that the Clients' documents and tangible items are available to be picked up, Clients agree that Attorneys may dispose of those documents and tangible items.

7.02 Attorneys may, at their option and subject to applicable rules, withdraw from the Case and cease to represent the Clients should Clients fail to comply with any portion of this Agreement or should Attorneys decide that they cannot continue to be involved in the Case. Subject to applicable rules, such withdrawal will be effective by mailing written notice to Clients' last known address.

VIII.

REFERRAL OR ASSOCIATION OF ADDITIONAL COUNSEL

8. Clients agree that Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Clients and prosecuting the Case. Prior to any such referral or association, Clients shall consent in writing to the terms of the agreement after being advised of (1) the identity of the lawyer(s) or law firm(s) involved, (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to the joint responsibility for the representation, and (3) the share of the fee that each lawyer or law firm will receive, or if the division is based on the proportion of services performed, the basis on which the division will be made. The referral or association of additional attorneys will not increase the total fee owed by Clients.

IX.

TEXAS LAW TO APPLY

9. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any suit between Clients and Attorneys or either of them regarding Attorneys' representation of Clients or regarding anything covered by this Agreement will be filed in a Court of competent jurisdiction in [NAME OF COUNTY] County, Texas.

X.**ARBITRATION**

10. Any and all disputes, controversies, claims or demands arising out of or relating to this Agreement or any provision hereof, the providing of services by Attorneys to Clients, or in any way relating to the relationship between Attorneys and Clients, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in [*NAME OF COUNTY*] County, Texas. This arbitration provision shall be enforceable in either federal or state court in [*NAME OF COUNTY*] County, Texas, pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any federal or state court in [*NAME OF COUNTY*] County, Texas having jurisdiction.

XI.**PARTIES BOUND**

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by applicable law, their respective heirs, executors, administrators, legal representatives, successors and assigns.

XII.**LEGAL CONSTRUCTION**

12. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XIII.**PRIOR AGREEMENTS SUPERSEDED**

13. This Agreement constitutes the sole and only Agreement of the parties hereto. It supersedes any prior understandings (or written or oral agreement) between the parties respecting the subject matter

of this Agreement. The parties agree that any amendment to this Agreement shall be made in writing and signed by each of the parties and that any alleged oral amendment is void and unenforceable.

We certify and acknowledge that we have had the opportunity to read this Agreement. We further state that we have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed, accepted and agreed on this _____ day of _____, [YEAR].

Client Signature

Printed Name: _____

(Client Address)

(City, State, Zip Code)

Client Home Phone Number(s)

Client Work Phone Number(s)

Client Cell Phone Number(s)

Client Email Address(es)

[DUPLICATE SIGNATURE AND CONTACT INFORMATION LINES LISTED ABOVE FOR EACH ADDITIONAL CLIENT]

Agreed:

THE LAW OFFICES OF [NAME OF LAW FIRM]

By: _____

[NAME OF ATTORNEY] _____

[ADDRESS OF LAW FIRM] _____

[CITY, STATE, ZIP CODE] _____

[PHONE NUMBER] _____

[E-MAIL ADDRESS] _____

THE LAW OFFICES OF [NAME OF LAW FIRM]

By: _____

[NAME OF ATTORNEY] _____

[ADDRESS OF LAW FIRM] _____

[CITY, STATE, ZIP CODE] _____

[PHONE NUMBER] _____

[E-MAIL ADDRESS] _____

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For more information, please call 1-800-932-1900. This is a toll-free phone call.

In addition, and in accordance with joint orders of the Texas Supreme Court and the Texas Court of Criminal Appeals, please take notice that those Courts have adopted the Texas Lawyers’ Creed — A Mandate for Professionalism and the Standards for Appellate Conduct. I have enclosed a copy of the Lawyers’ Creed and the Standards for your information. The Creed and the Standards contain standards applicable to lawyers in their conduct towards the legal system generally, to clients, to other lawyers, and to judges. A principal goal of the Creed and the Standards is to reduce abusive tactics in litigation. In accordance with the orders of those Courts, we attempt to comply with the Creed and the Standards for Appellate Conduct, and we encourage you to familiarize yourself with the Creed and the Standards and to ask us any questions you might have about either and how they apply to the litigation process.

THE LAW OFFICES OF [*NAME OF LAW FIRM*]

By: _____

[*NAME OF ATTORNEY*]

[*ADDRESS OF LAW FIRM*]

[*CITY, STATE, ZIP CODE*]

[*PHONE NUMBER*]

[*E-MAIL ADDRESS*]

[*CLIENT’S SIGNATURE*]

[*DUPLICATE SIGNATURE LINES ABOVE FOR EACH ADDITIONAL CLIENT*]



TX R LWYR'S CREED Mandate for Professionalism

Page 1

Texas Lawyer's Creed Mandate for Professionalism

Vernon's Texas Rules Annotated Currentness
The Texas Lawyer's Creed-- a Mandate for Professionalism

ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed--A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

THE TEXAS LAWYER'S CREED--A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

TX R LWYR'S CREED Mandate for Professionalism

Page 2

Texas Lawyer's Creed Mandate for Professionalism

always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy,

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

TX R LWYR'S CREED Mandate for Professionalism

Page 3

Texas Lawyer's Creed Mandate for Professionalism

candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.

TX R LWYR'S CREED Mandate for Professionalism

Page 4

Texas Lawyer's Creed Mandate for Professionalism

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Texas Lawyer's Creed Mandate for Professionalism, TX R LWYR'S CREED Mandate for Professionalism

Current with amendments received through February 1, 2006

© 2006 Thomson/West

END OF DOCUMENT

© 2006 Thomson/West. No Claim to Orig. U.S. Govt. Works.



FORM 1-006

HIPAA AUTHORIZATION

HIPAA MEDICAL AUTHORIZATION-RELEASE OF PROTECTED HEALTH INFORMATION

Table with 4 columns: Patient's Printed Name, Birthday, Social Security Number, Contact Phone Number

I hereby authorize the use/disclosure of health information about me as described below. I hereby authorize the medical professionals in receipt of this authorization of _____ to disclose records obtained in the course of my evaluation and/or treatment to the class of person presenting this release to you as detailed below via [] personal courier [] facsimile [] mail

CLASS OF PERSONS TO WHOM PROTECTED HEALTH INFORMATION MAY BE RELEASED:

The information will be used/disclosed for discovery purposed and/or as evidence in the lawsuit styled:

Blank lines for entering lawsuit details

Records and/or slides, samples, films and/or images obtained by the requesting part may be forwarded to testifying and/or consulting experts of the requesting party consistent to the purposes of the lawsuit referenced herein. The Authorizing party will have no right to the disclosure of the consulting experts in this matter outside of the scope of the lawsuit referenced herein.

TYPE OF ACCESS REQUESTED: Copies of Records and pathology slides, tissue samples, x-ray films/films of any kind, computer stored images and any test or procedure results (however maintained) for all the time periods past until two years from the date of this authorization.

DESCRIPTION OF RECORDS OR SLIDES/SAMPLES/FILMS/IMAGES REQUESTED: ENTIRE RECORD, including, but not limited to, the following categories of records: Discharge Summary, Emergency Room Records, History and Physical Records, Consult Report(s), Operative Report(s), Rehab Services, Laboratory Reports, Imaging/Radiology, Nursing notes, Medication Record, Psychological Record, Psychiatric Records(s), Progress Notes, Physician Orders, Pathology Reports(s) Cardiopulmonary Record(s), Face Sheet(s), Inpatient Treatment, Outpatient Treatment, Emergency Treatment, Clinical Chart(s) Clinical Report(s)/Document(s), Correspondence, Test Results, Questionnaire/Histories, Doctor's Handwritten Notes, documents received by other physicians, Autopsy Report(s), Histology Reports, Cytology Reports, CT Scans, MRI Echocardiogram Videos, Cardiac Catheterization Reports, Cardiac Catheterization videos/CDs/films/reels, Mammograms, Myelograms, Pharmacy Prescription records including NDC numbers and drug information handouts/manographs, Information regarding alcohol/substance abuse, consent forms, Medical Power of Attorney, Advance Directives, organ donation records, requests to amend records, log sheets, demographic information, nuclear medicine reports, ultrasound reports/videos/pictures, and Billing Records including all the statements itemized bills and insurance records.

This authorization is given in connection with pending claims and is valid and shall be honored by the health care provider for the entire time that claims remain pending in the referenced lawsuit. The party receiving information pursuant to this authorization is notified that the authorization terminates when the lawsuit has concluded as to all parties.

I understand that:

- 1. The records used/disclosed pursuant to this authorization may include information relating to Human Immunodeficiency Virus ("HIV") or Acquired Immunodeficiency Syndrome ("AIDS"), treatment for or history of drug or alcohol abuse, or mental or behavioral health or psychiatric care.
2. Information disclosed by this authorization may be re-disclosed by the recipient of you Protected Health Information. Such re-disclosure will no longer be protected by this authorization.
3. I understand that I have a right to cancel this authorization at any time. If I wish to cancel this authorization, I understand that I must do so in writing and give it to the Medical Records Department of the medical facilities where I have been treated and/or evaluated to the party/class of persons requesting the above specified protected health information. I understand that cancellation will not apply to information that has already been released based on this authorization.
4. I have a right to receive a copy of this authorization. Copy of this authorization received _____. (Initials)
5. A copy or facsimile (fax) if this authorization IS as valid as the original. _____



- 6. My healthcare and the payment of my healthcare will not be affected if I refuse to sign this authorization.
- 7. This authorization is intended to comply with all release of information requirements mandated by HIPAA and/or federal law.

I have read the above/had it read to me and authorize the disclosure of the Protected Health Information.

SIGNED: _____ **DATE:** _____
Signature of Patient/Legal Guardian or Representative*

(Relationship, if not signed by patient)

WITNESS: _____

***Representative must submit copies of legal documents supporting his or her authority to act on the patient's behalf.**

OFFICE USE ONLY:

Name of staff member copying records: _____ **Date:** _____

Name of staff member releasing records: _____ **Date:** _____

HIPAA AUTHORIZATION – RELEASE OF PROTECTED HEALTH INFORMATION



FORM 1-007

TAKEOVER AUTHORIZATION TO PRIOR ATTORNEY REQUESTING CLIENT'S FILE

[DATE]

[PRIOR ATTORNEY]

[PRIOR ATTORNEY ADDRESS]

RE: [CASE NAME]

[DOCKET NO. OR DATE OF ACCIDENT]

Dear [MR./MS.] [PRIOR ATTORNEY LAST NAME]:

I hereby authorize and direct that you transfer my file in the above referenced matter to my new attorneys, [FIRM NAME], [ADDRESS OF LAW FIRM], [CITY OF LAW FIRM], Texas [ZIP CODE OF LAW FIRM], Attention: [NAME OF ATTORNEY]. Please call my new attorneys with any questions or comments that you may have.

Thank you for your cooperation in this matter.

[CLIENT]





FORM 1-008

LETTER TO CLIENT'S PRIOR ATTORNEY REQUESTING CLIENT'S FILE

[*DATE*]

[*PRIOR ATTORNEY*]

[*PRIOR ATTORNEY ADDRESS*]

RE: [*CASE NAME*]

[*DOCKET NO. OR DATE OF ACCIDENT*]

Dear [*MR./MS.*] [*PRIOR ATTORNEY LAST NAME*]:

[*CLIENT*], who has been represented by your office contacted me and requested that I assume [*HIS/HER*] representation with respect to the above-referenced matter.

Enclosed is an authorization signed by [*CLIENT*] directing the transfer of the file to our office. In order not to prejudice this claim in any way, I would appreciate the transmittal of the complete file to me.

Thank you for your understanding and anticipated immediate attention to this matter.

Very truly yours,

[*NAME OF ATTORNEY*]





FORM 1-009

THANK YOU LETTER TO REFERRAL ATTORNEY

[DATE]

[REFERRING ATTORNEY]

[REFERRING ATTORNEY ADDRESS]

RE: Referral of [CLIENT]

Dear [MR./MS.] [REFERRING ATTORNEY'S LAST NAME]:

Thank you for the confidence in our office as evidenced by your referral of [CLIENT] for [HIS/HER] claim arising out of the incident that occurred on [DATE OF ACCIDENT]. I assure you that our office will make every effort to maximize the recovery received by [MR./MS.] [CLIENT'S LAST NAME] in this matter.

Needless to say, I have marked my file to fully protect your referral interest, and I will keep you advised periodically as to our progress on this claim. You can be assured that [MR./MS.] [CLIENT'S LAST NAME] will receive our most conscientious and professional attention.

If you have any questions or wish to discuss this matter, please feel free to contact me.

Very truly yours,

[NAME OF ATTORNEY]





FORM 1-010

THANK YOU REFERRAL LETTER TO NON-ATTORNEY

[*DATE*]

[*NAME OF REFERRAL SOURCE*]

[*ADDRESS OF REFERRAL SOURCE*]

RE: Referral of [*CLIENT*]

Dear [*MR./MS.*] [*REFERRAL SOURCE'S LAST NAME*]:

I would like to thank you for your kind referral of [*CLIENT*] whom I saw in my office on [*DATE OF CLIENT APPOINTMENT*]. I assure you that our office will make every effort to maximize the compensation received by [*CLIENT*] for this incident.

The confidence in our firm demonstrated by this referral is greatly appreciated.

Sincerely,

[*NAME OF ATTORNEY*]





FORM 1-011
LETTER TO POTENTIAL REFERRING ATTORNEY

[DATE]

[POTENTIAL REFERRING LAW FIRM]

[POTENTIAL REFERRING LAW FIRM ADDRESS]

Attention: [NAME OF POTENTIAL REFERRING ATTORNEY]

RE: [CLIENT]

Date of Incident: [DATE OF INCIDENT]

Dear [MR./MS.] [LAST NAME OF POTENTIAL REFERRING ATTORNEY]:

Thank you for your recent call regarding the potential referral of your client, [CLIENT]. I greatly appreciate the confidence in our office reflected by this referral. Our firm includes attorneys who are Board Certified by the Texas Board of Legal Specialty, and we limit our practice to contingent fee representation in matters involving complex and substantial negligence and products liability litigation, as well as professional malpractice including both medical and legal malpractice.

We welcome and encourage referrals from other attorneys, and I am pleased to say that referrals constitute a very significant portion of our practice.

Pursuant to the Rules of the Texas Courts, we are permitted to pay referral fees to attorneys who refer clients to us and assume joint responsibility even if they do not continue to be actively involved in the case. We handle [LIST PRACTICE AREAS HANDLED]. We also will pay a referral fee if your client refers another case to us.

You can be assured that any client referred to our office will receive the most conscientious and professional representation with respect to the matter referred with the sensitivity and awareness that the client will remain yours and will be referred back to you upon the completion of our individualized transactional representation.

I am enclosing herewith a copy of our Firm Brochure to more specifically familiarize you with our firm.



Thank you once again for allowing us this opportunity to familiarize you with our firm. I look forward to future opportunities to be of assistance to you and your clients.

Sincerely,

[NAME OF ATTORNEY]



FORM 1-012
LETTER TO ATTORNEY REFERRING NEW CASE

[DATE]

[HANDLING LAW FIRM]

[HANDLING LAW FIRM ADDRESS]

Attention: [NAME OF HANDLING ATTORNEY]

RE: [CLIENT]

Dear [MR./MS.] [HANDLING ATTORNEY'S LAST NAME]:

I am pleased to refer [CLIENT] to you for the purpose of handling [HIS/HER] case. Enclosed is a copy of my file for [MR./MS.] [CLIENT'S LAST NAME] for your review.

Please confirm by return correspondence that you are assuming the representation of [CLIENT].

If you have any questions regarding this matter, please feel free to contact me.

Very truly yours,

[NAME OF ATTORNEY]





FORM 1-013

REFERRAL AGREEMENT LETTER BETWEEN COUNSEL

[DATE]

[REFERRING LAW FIRM]

[REFERRING LAW FIRM ADDRESS]

Attention: [NAME OF REFERRING ATTORNEY]

RE: [CLIENT]

Dear [MR./MS.] [REFERRING ATTORNEY'S LAST NAME]:

Thank you for referring this case. I look forward to working with you. This letter memorializes our agreement to work on the case jointly. The fee split will be [PERCENTAGE]% to [LAW FIRM NAME] and [PERCENTAGE]% to your law firm [REFERRING LAW FIRM], and [NAME OF LAW FIRM] will bear the expenses.

If you are in agreement, please sign below and return a copy to my office.

Sincerely,

[NAME OF ATTORNEY]

AGREED TO ABOVE:

Signature

Date





FORM 1-014
LETTER TO CLIENT REFERRING CASE

[DATE]

[CLIENT]

[ADDRESS]

RE: [CASE NAME]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

As I discussed with you, I am seeking your permission to refer the above-referenced matter to [HANDLING ATTORNEY'S NAME] who is an attorney who specializes in handling this type of matter. I have written to [HANDLING ATTORNEY'S NAME] requesting that [HE/SHE] review this matter and contact you for the purpose of assuming your representation. [MR./MRS.] [HANDLING ATTORNEY'S NAME] and I have agreed to be jointly responsible for the handling of your case. [MR./MRS.] [HANDLING ATTORNEY'S NAME] will receive [NUMBER]% of any fee earned and this office will retain the remaining [NUMBER]% of the fee. This agreement by the attorneys to split the fee will not increase the total fee owed by you.

Please evidence your consent to this arrangement by signing in the space below. Of course, if you have any questions, or if I may be of assistance to you in the future, please feel free to contact me.

Very truly yours,

[NAME OF ATTORNEY]

 Signature





FORM 1-015
PERSONAL INJURY LITIGATION CHECKLIST

PRE-SUIT CHECKLIST

- 1) Meet with client. _____
 - a) If declining case, send non-engagement letter. _____
 - b) If case warrants further examination, estimate earliest Statute of limitations date. _____
 - c) Run Conflict check. _____

- 2) Conduct pretrial investigation. _____
 - a) Obtain statements from necessary witnesses. _____
 - b) Visit scene of incident, take photographs. _____
 - c) Obtain copy of the accident report (i.e. open records request). _____

- 3) Review causes of action. _____
 - a) Identify elements from charge. _____
 - b) Identify means of proof. _____
 - c) Determine initial discovery strategy. _____

- 4) Assess case (liability, disability, collectability). _____
 - a) If declining case, send non-engagement letter. _____
 - b) If accepting case, obtain signed Power of Attorney. _____
 - i) Get a case number. _____
 - ii) If referral, ensure that we have a letter signed by the client identifying that the client agrees to firm's representation and agrees to the fee split. _____
 - iii) Scan Power of Attorney. _____
 - iv) Estimate earliest Statute of limitations. _____
 - v) Calendar Statute of limitations reminders (9 mo, 6 mo, 3 mo, 1 mo, 2 weeks). _____



- 5) Give client initial written guidance. _____
 - a) Provide client with “Instruction to Clients” sheet. _____
 - b) Have client complete “Case History.” _____
 - c) Prepare releases for Step 6. _____

- 6) Obtain client’s records (generally by affidavit). _____
 - a) Use a records service to obtain the following in Affidavit form:
 - i) Medical Records _____
 - ii) Medical billing records _____
 - iii) Payroll records _____
 - iv) Employment records _____
 - b) Obtain the following records without the use of records service:
 - i) Tax returns _____
 - ii) Social Security Earnings information _____
 - iii) Texas Employment Commission information _____
 - iv) Criminal history check _____

- 7) Begin case summary: _____
 - a) Include all relevant contact information _____
 (attorneys, parties, etc.).
 - b) Update as necessary. _____

- 8) Identify potential liens and subrogation interests: _____
 - a) Determine what liens exist: _____
 - i) Ask client what hospitals treated him or her _____
 - ii) Contact Medicare/Medicaid _____
 - b) Get itemized statements from entities _____
 - c) Determine, if possible, the validity of the lien or interest _____
 - d) Negotiate any lien/interest—reach agreement in principle _____
 - e) If MSA, consider Garretson _____

- 9) Review demand with client. _____

- 10) Send demand letter. _____

LITIGATION CHECKLIST

- 11) Draft Petition. _____
 - a) Include request for jury and **pay jury fee**. _____
 - b) Consider whether punitive damages warranted. _____

- 12) Locate, interview, and retain experts: _____
 - a) Agree on hourly rates, expenses. _____
 - b) Send retainer letters and checks. _____
 - c) Ensure expert will be available for trial. _____
 - d) Ensure expert understands what is discoverable (i.e. e-mail). _____
 - i) No written correspondence (e-mail, letter, etc.)
with expert w/o attorney authorization. _____
 - e) Provide experts with discovery. _____
 - i) Ensure experts receive copies of relevant depositions _____
 - f) Shepherd report writing. _____

- 13) Prepare written discovery: _____
 - i) Interrogatories _____
 - ii) Request for Production _____
 - iii) Consider Request for Admission _____
 - iv) Attorney reviews discovery _____
 - v) If applicable, attach format for electronic production. _____

- 14) Assess jurisdiction and venue options. _____
 - a) Consider non-diverse defendants. _____
 - b) Identify agent/individual for service. _____
 - c) Obtain and review local rules for county of suit. _____

- 15) File Petition and discovery, calendar dates _____

- 16) **PAY JURY FEE** _____
- 17) Perfect service. _____
- 18) Calendar response dates. _____
 - a) Answer: 10:00 a.m. on the next Monday, 20 days after service. _____
- 19) **FILE AFFIDAVITS TIMELY (See, CPRC 18.001)** _____
- 20) Create and maintain spreadsheet of outstanding and received client records. _____
- 21) Upon receipt of defendant's answer: _____
 - a) Read answer and review all defenses. _____
 - b) Add contact information to case summary. _____
 - i) Create fax sheet for parties. _____
 - ii) Create fax sheet for parties with judge. _____
 - c) File special exceptions if applicable. _____
 - d) If removal, ensure that jury has been requested **(10-day deadline)**. _____
 - e) If defendant files Special Appearance, Plaintiff response must be filed w/in 7 days of hearing. _____
 - f) If defendant moves to transfer venue due to wrong or inconvenient county, Plaintiff response must be filed (with affidavits) at least 30 days before hearing _____
 - g) Calendar 30 days from Defendant's Answer to send Initial Disclosures _____
- 22) Calendar deadlines when: _____
 - a) Receive judge's Docket Control Order (DCO), or _____
 - b) Negotiate a scheduling order (with Rule 11), or _____
 - c) If Level II, determine and calendar dates per TRCP 190.3 _____
- 23) Send letter to client and experts with key deadlines. _____

- 24) Respond to discovery requests. _____
 - a) Calendar immediately—build in time for error. _____
 - b) Mail discovery to client immediately. _____
 - i) Request answers back 7+ days before the actual deadline. _____
 - ii) Call client to confirm receipt. _____
 - c) Contact client. _____
 - i) Obtain documents, answers to Interrogatories. _____
 - ii) Make initial objections. _____
 - iii) Complete verification page. _____
 - d) Attorney reviews responses to defendant discovery. _____
 - e) Consider and designate witnesses who may testify as to pain/anguish. _____
 - i) Look for witnesses outside immediate family. _____
 - ii) Instruct witnesses on responsibilities. _____
 - f) Regularly (monthly) review discovery responses to supplement. _____
 - i) Maintain a file with outstanding discovery requests. _____
 - ii) Periodically write/contact source (client, records service, etc.) with reminders to provide information. _____

- 25) When notice of Deposition by Written Questions is received: _____
 - a) Notify attorney of notices. _____
 - i) Generally waive, but check with attorney. _____
 - ii) With respect to billing questions, use cross-questions to get “necessary and reasonable” amounts. _____
 - b) Order copies. _____

- 26) Review responsive discovery: _____
 - a) Review immediately and write defendants addressing deficiencies. _____
 - b) Index discovery in discovery notebook. _____

- c) Provide written description of defendant production. _____
- d) File appropriate Motions to Compel. _____
- e) Make supplemental requests where necessary. _____
- f) Review written discovery for witnesses with relevant knowledge, update Initial Disclosure responses. _____

- 27) Identify and take depositions. _____
 - a) Prepare notices for deposition. _____
 - b) Select documents to be marked as exhibits. _____
 - i) Make copies of proposed exhibits to bring to deposition, or _____
 - ii) E-mail court reporter potential deposition exhibits prior to the deposition. _____
 - c) For presenting witnesses: _____
 - i) Arrange for court-reporter. _____
 - ii) Schedule conference room. _____
 - iii) Make other witness travel arrangements. _____
 - iv) Make lunch arrangements. _____
 - d) Confirm 1 day before deposition: _____
 - i) Contact court reporter. _____
 - ii) Contact opposing counsel. _____
 - iii) Contact witness (if ours). _____
 - e) For plaintiff depositions, calendar due dates for signature. _____
 - f) For defendant depositions, review errata sheets. _____

- 28) Complete deposition summaries: _____
 - a) Do initial “rough summary” w/in 24 hours of deposition. _____
 - b) Do full summary w/in 72 hours of receipt of transcript. _____

- 29) Plaintiff’s designation of experts: _____
 - a) Draft designation of experts. _____
 - b) If Level 2, due at least 90 days before Discovery Cut-Off. _____
 - c) Determine by Scheduling Order/DCO whether report is required and calendar deadline. _____

- 30) Defendant designates experts: _____
 - a) If Level 2, due at least 60 days before Discovery Cut-Off. _____
 - b) If defendant furnishes report, deliver to appropriate plaintiff's experts. _____
 - c) Add defendants' experts to our designations. _____
- 31) Depose/present experts. _____
 - a) Send Subpoena Duces Tecum to opposing experts. _____
- 32) Serve any written discovery request at least 30+ days from discovery cut-off. _____
- 33) VERIFY SUPPLEMENTS 30 DAYS PRIOR TO DISCOVERY CUT-OFF. _____
 - a) SUPPLEMENT INITIAL DISCLOSURES. _____
 - b) REVIEW AND SUPPLEMENT PLEADINGS. _____

DISCOVERY CUT-OFF CHECKLIST

By DCO or, if Level II, the earliest of:

- 1) **30 days before the date set for trial, or**
- 2) **9 months after the due date of the first response to written discovery or first oral deposition**

- 34) Make *Stowers* demand. _____
 - a) Calendar response dates. _____
- 35) Consider appropriate motions. _____
- 36) Consider filing appropriate MSJ (at least 21 days prior to trial) _____
- 37) Respond to Defendant MSJ. _____
 - a) File response to MSJ at least 7 days prior to hearing. _____
 - b) File objections to MSJ evidence at least 7 days prior to hearing. _____
 - c) File affidavits in support of MSJ response at least 7 days prior to hearing. _____

- 38) Prepare for mediation. _____
 - a) Coordinate for IT support if necessary. _____
 - b) Write letter to defendants suggesting mediator. _____
 - c) Do mediation memorandum. _____
- 39) Conduct mediation. _____
- 40) If Defendant makes offer under TRCP 167, consult rule for appropriate deadlines and calendar accordingly. _____

Trial Checklist

- 41) Notify all witnesses, but especially experts, of trial date. _____
- 42) Begin preparations of demonstrative evidence. _____
- 43) Conduct jury study. _____
- 44) Pretrial preparations of exhibits _____
 - a) Begin deposition cuts. _____
 - b) Exchange exhibit lists, make objections. _____
 - c) Prepare short bench memos on anticipated evidentiary issues. _____
 - d) Verify that all disputed documents can be authenticated. _____
- 45) Redact medicals records and bills. _____
- 46) Prepare Pretrial Order. _____
- 47) Prepare for Trial (30 days before trial): _____
 - a) Review and supplement discovery requests. _____
 - b) Review pleadings. _____
 - c) Prepare Motion in Limine. _____
 - d) Prepare trial notebooks. _____
 - e) Verify that affidavits have been filed. _____

- f) Contact trial witnesses again for availability. _____
- g) Prepare subpoenas for witnesses not voluntarily appearing. _____
- h) Prepare jury questionnaire. _____
- i) Create indexes for document boxes. _____
- j) Use colored folders for exhibits. _____



FORM 1-016

LETTER TO CLIENT PROVIDING INSTRUCTIONS

[*CLIENT*]

[*ADDRESS*]

Dear [*MR./MS.*] [*CLIENT'S LAST NAME*]:

As your attorney, I want to make sure you have some general instructions that will help both of us as we work together on your case. The instructions are the result of years of experience of many attorneys. Please follow them. If you have any questions about one or more of the instructions, please call so we can assist you.

I am also including a form to fill out that will greatly assist us in preparing your case. Although we need this information back quickly, please take the necessary time to provide full and accurate details. I know that there are many questions, but please understand that this information will help us as we try to win your case. There are also some questions that you may find embarrassing or awkward. Please do not hesitate to be honest with us with these questions or anything else that may come up. I can help you deal with just about anything, but I have to know about it first.

Not all of the instructions below or requests on the form apply to your situation. If you have already provided this information, you do not need to provide the information again.

If you have any questions, please do not hesitate to call [*NAME OF LEGAL ASSISTANT*] or me at [*ATTORNEY PHONE NUMBER*].

Very truly yours,

[*NAME OF ATTORNEY*]





FORM 1-017
INSTRUCTIONS TO CLIENT SHEET

INSTRUCTIONS FOR YOUR CASE

1. **Do not talk about your case with anyone but us.** If we want you to talk to someone about your case (like a doctor), we will let you know in advance. **Anytime that you do talk about your case, tell the truth.**
2. As part of the instruction not to talk about your case with anyone, do not post anything on Facebook, Instagram, Twitter, Snapchat, any electronic forums, or any other social network or internet site. Do not e-mail anyone or private message anyone about your case. **Nothing is private except your communications with us.** Adjust your Facebook privacy settings so that only your accepted friends can see your posts and timeline. Do not accept a new friend request unless you for certain know the person making the request. If you do communicate with anyone in any fashion about your case, know that this information will be used against you. If you have already done this, do not delete these items.
3. Do not sign anything related to your case unless we tell you to do so.
4. If someone wants to know something about your case, tell them to call us.
5. Retain any medical appliances that are removed by doctors for possible use as exhibits (including braces, supports, prosthesis, etc.)
6. Retain all empty pill bottles and keep track of prescription medications given for this accident.
7. Retain all property or things which may have been damaged in the accident.
8. Report any suspicious activities to this office. It is very possible that someone may try to photograph or videotape you. For example, one Defendant hired an investigator who used a telephoto lens to secretly videotape a client smoking inside their house. Be very mindful of your actions.
9. Make and keep all appointments with your attorney and staff. This is very important. It is also very, very important that you keep your doctor's appointments.
10. Provide us with copies of any and all written statements made by you to anyone (police, insurance adjuster, opposing party, doctor, employer, etc.).



11. Provide us with copies of any correspondence to and from insurance adjusters and any business cards of insurance adjusters that may have been provided to you.
12. Provide us with copies of any workers' compensation forms generated as a result of this accident.
13. Provide any photographs you have of the vehicle, scene, or injuries to this office.
14. Please provide copies of any insurance policies which may be applicable to the damages in this accident (auto, health insurance, life, mortgage protection insurance, credit life, etc.).
15. Please provide a copy of your driver's license and social security card to this office.
16. Please provide a copy of all earnings (for example, wages statements, payroll checks, wage loss statements, income tax returns, etc.) to this office.
17. Please provide information regarding any financial obligation you may have to a lienholder on your vehicle, rental car receipts, and the condition and compliance with safety inspection requirements of your automobile at the time of this incident.
18. If your case involves the death of one of your family members, please provide the following regarding your loved one: marriage licenses, birth certificates, adoption orders, probate or guardianship documents, Last will and Testament, photographs and/or videotapes of deceased, writings or correspondence of deceased, any documents evidencing your relationship to the deceased, divorce and/or annulment papers, diaries, funeral and burial records, curriculum vitae, certificates or diplomas obtained by the deceased.
19. Keep all information you have concerning the case. Do not dispose of any evidence, letters, or other communications regarding the case. Do not delete any information about the case that appears on any social media site, e-mail or text.
20. Do not post any pictures on the internet. Do not allow anyone to take your picture.
21. Do not use a FitBit or Apple watch or any other similar device that records your daily activity.
22. If you have any questions at all about these instructions or any aspect of the case, please feel free to contact me.

ADDITIONAL WARNING**ABOUT SOCIAL MEDIA AND YOUR LAWSUIT:**

We want the best outcome for your litigation and we know that you share this goal in common with us. To that end, it is very important that you keep in mind how spending time on social media *COULD* jeopardize the outcome of your case. While social media is a great way to stay connected with family or friends, it can also be very dangerous if handled incorrectly in a litigation setting.

- **DO NOT TALK TO ANYONE ABOUT YOUR CASE BUT YOUR LAWYERS!**
- **Please do not post about your case on Facebook, Instagram, Twitter, Snapchat, YouTube, online forums, blogs, or chat groups.** Make sure your spouse, children, extended family, and friends understand this rule, as well.
- Remember that what you Tweet or post can live on forever, even after you delete it. Others might “share” your information before you delete it. Someone might “screen shot” something you post. It is best just not to post anything about your litigation or your injury. If you have already done so, do not delete anything but do tell us about it.
- Don’t assume that because your account has private settings, that the information you share will not be revealed during litigation. Attorneys for insurance companies are beginning to request passwords, so that they can access data to see if any of it is relevant to the litigation. If you refuse to give them, a court could order you to provide them.
- As we move further into litigation, remember that if you agree to keep the terms of any settlement confidential, you would not want to post about the settlement. **Make sure all family members refrain from posting about your settlements, as well.** If you talk about your settlement (online or in person) with anyone, you may get sued and have to give back all of the money you recovered.