

**CLIENT INFORMATION - PERSONAL INJURY**

Driver

CLIENT NAME: \_\_\_\_\_ DATE OF ACCIDENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ SOC. SEC. NO.: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
CELL PHONE: \_\_\_\_\_ DRIVER'S LICENCE NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_ EMPLOYER: \_\_\_\_\_  
MARITAL STATUS:  SINGLE  MARRIED  DIVORCED  WIDOWED DAYS OF WEEK WORKED: \_\_\_\_\_  
SPOUSE NAME: \_\_\_\_\_ HOURS WORKED: \_\_\_\_\_  
RELATIVE NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

**CLAIM PARTICULARS**

LIABILITY:  CLEAR  DISPUTED PROPERTY DAMAGE AMOUNT: \$ \_\_\_\_\_ PAID:  YES  NO  
WHERE ANY PHOTOS OF CAR TAKEN?  YES  NO  
DESCRIPTION OF DAMAGE TO VEHICLE: \_\_\_\_\_  
WHERE IS CAR LOCATED? \_\_\_\_\_  
PRIOR ACCIDENT CLAIMS? \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
INJURIES: \_\_\_\_\_  
OTHER INFORMATION: \_\_\_\_\_

**INSURANCE INFORMATION - CLIENT**

<u>AUTO</u>	<u>HEALTH</u>
COMPANY: _____	COMPANY: _____
ADJUSTER: _____	ADJUSTER: _____
ADDRESS: _____	ADDRESS: _____
PHONE/FAX: _____	PHONE/FAX: _____
POLICY/CLAIM NO.: _____	POLICY/CLAIM NO.: _____
UM COVERAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO	REIMBURSEMENT CLAIM? _____
MEDPAY: <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, how much? _____	MEDICAID/MEDICARE? <input type="checkbox"/> YES <input type="checkbox"/> NO

**INSURANCE INFORMATION - AT FAULT PARTY**

DRIVER'S NAME: _____	MVA / PREMISE LIABILITY / MED MALPRACTICE / OTHER
INSURANCE CO.: _____	INSURED'S NAME: _____
PD ADJUSTER: _____	CLIENT'S MAKE AND MODEL: _____
BI ADJUSTER: _____	POLICE DEPARTMENT: _____
ADDRESS: _____	LOCATION: _____
PHONE: _____	PR CASE NO.: _____
FAX: _____	CLIENT DRIVER NAME: _____
POLICY/CLAIM NO.: _____	PASSENGER'S NAME: _____
COVERAGE: _____	

LOST WAGES:  YES  NO

**MEDICAL PROVIDERS**

AMBULANCE: _____	DATE: _____	BILL: _____	EXPENSE: _____
EMERGENCY ROOM: _____	DATE: _____	BILL: _____	EXPENSE: _____
DIAGNOSTICS: _____	DATE: _____	BILL: _____	EXPENSE: _____
PHYSICIAN: _____	DATE: _____	BILL: _____	EXPENSE: _____
PHYS. THERAPY: _____	DATE: _____	BILL: _____	EXPENSE: _____
CHIROPRACTOR: _____	DATE: _____	BILL: _____	EXPENSE: _____

INSURANCE COVERAGE REQUEST FORM

Claimant: \_\_\_\_\_

Date of Accident/Loss: \_\_\_\_\_

Suspected Insured: \_\_\_\_\_

Specific Nature of Claim to be Asserted: \_\_\_\_\_

RE: REQUEST BY CLAIMANT FOR INFORMATION AS TO NAME OF  
INSURER, NAME OF EACH INSURED, AND POLICY LIMITS IN  
ACCORDANCE WITH O.C.G.A. § 33-3-28

In accordance with O.C.G.A. § 33-3-28(a), the undersigned swears and affirms that the information set forth above accurately specifies the nature of the claim he or she will be asserting. This request requires every insurer providing liability or casualty insurance coverage in the State of Georgia, or which is or may be liable to pay all or part of any part of the above-referenced claim to provide, within sixty (60) days of receiving this request, a statement, under oath, of a corporate officer or any insurer's claim manager stating with regard to each known policy of insurance issued by it, including excess or umbrella insurance the name of the insured, the name of each insured, and the limits of coverage, You may provide a copy of the declaration page of each such policy in lieu of providing such information. Needless to say, the information you provide in response to this request must be amended upon the discovery of facts inconsistent with or in addition to the information provided at this time.

\_\_\_\_\_  
Claimant

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

STATE OF GEORGIA

COUNTY OF FULTON

AFFIDAVIT

I, \_\_\_\_\_, of \_\_\_\_\_  
(NAME) (ADDRESS)

\_\_\_\_\_, who after first being duly sworn,  
states the following:

I was the driver of the automobile which was involved in a  
collision on \_\_\_\_\_.  
(DATE)

The collision was an accident, was not intentional and did not  
result from the prior collusion of any of the parties involved.

As a result of said collision, I have sustained injuries.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE OF DRIVER)

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

**LLOYD H. THOMAS, III, P.C.**

LAW OFFICES  
1201 W. PEACHTREE STREET., NW  
SUITE 2300  
ATLANTA, GA 30309

TELEPHONE  
(404) 848-8898

FACSIMILE  
(404) 848-8881

**Authorization For Release/Disclosure Of Protected Health Information**

I hereby request and authorize \_\_\_\_\_ to release records as described below to any employee, lawyer, or agent of the law firm Lloyd H. Thomas, III, P.C. ("My Lawyer") at 1201 W. Peachtree Street, NW, Suite 2300, Atlanta, GA 30309.

**Purpose of Disclosure:**

- Insurance     Personal
- Legal         Continuing Care
- Other: \_\_\_\_\_

**Patient's Full Name: (print)** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Social Security Number:** \_\_\_\_\_

I authorize the release the medical/financial records checked below for the **date of service** \_\_\_\_\_.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Ambulance Record            | <input type="checkbox"/> Face Sheet                  | <input type="checkbox"/> Pathology Report       |
| <input type="checkbox"/> Autopsy Report              | <input type="checkbox"/> Fetal Monitor Strips        | <input type="checkbox"/> Pathology Slides       |
| <input type="checkbox"/> Cardiac Cath Report         | <input type="checkbox"/> Financial Record            | <input type="checkbox"/> Physical Therapy Notes |
| <input type="checkbox"/> Consultation Reports        | <input type="checkbox"/> History and Physical Report | <input type="checkbox"/> Progress Notes         |
| <input type="checkbox"/> Discharge Summary Reports   | <input type="checkbox"/> Laboratory Test Results     | <input type="checkbox"/> Psychiatric Evaluation |
| <input type="checkbox"/> Electrocardiogram Reports   | <input type="checkbox"/> Office Visit Records        | <input type="checkbox"/> Radiology Films        |
| <input type="checkbox"/> Emergency Department Record | <input type="checkbox"/> Operative Report            | <input type="checkbox"/> Radiology Reports      |
| <input type="checkbox"/> Entire Medical Record       | <input type="checkbox"/> Pathology Blocks            | <input type="checkbox"/> Other, Specified below |
- Other: \_\_\_\_\_

I understand that the information used or disclosed pursuant to this Authorization may be subject to redisclosure by the recipient of the information and may then no longer be protected by the federal privacy regulations. I understand that I have the right to revoke this Authorization in writing at any time. If I revoke this Authorization I must do so in writing and present my written revocation to the covered entities who have received this Authorization. I understand that my revocation will not apply to information this has already been released in response to this Authorization. I further understand that this Authorization is specific to the information checked above, for the date of services indicated, and for th purpose written above. I understand that this disclosure may include psychiatric, drug/alcohol, and/or HIV testing results, and/or AIDS relation information.

This authorization and/or request to release information for my protected health information (PHI) is fully understood and is made voluntarily on my part and includes faxing of PHI. I understand that a photostatic or faxed copy of this Authorization is as valid as the original.

The covered entity may not condition treatment, payment, enrollment or eligibility for benefits on whether the individual signs the authorization.

I further understand that this Authorization is valid for a period of 1 year from today's date and will expire at that time unless an earlier date is written here: \_\_\_\_\_

\_\_\_\_\_  
Patient's or Legal Representative's Signature

\_\_\_\_\_  
Today's Date

# *The Law Office Of Lloyd H. Thomas, III*

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Lloyd H. Thomas, III, P.C.  
*Attorney at Law*

1201 W. Peachtree St., NW  
Suite 2300  
Atlanta, GA 30309  
Telephone: (404) 848-8898  
Fax: (404) 848-8881

## CLIENT'S ACKNOWLEDGMENT OF REFERRAL

This is to confirm that I, \_\_\_\_\_, have been referred to *The Law Office of Lloyd H. Thomas, III, P.C.* (the "Law Firm") by \_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

CONTRACT OF ATTORNEY AND CLIENT

I, the undersigned, hereby employ and retain Lloyd H. Thomas, III, as my Attorney to represent me in or out of Court, to file suit or settle without suit, to prosecute to Final Judgment and execution, to include all appeals if determined by my attorney to be necessary, a claim or claims for personal injuries against:

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I hereby authorize said Attorney to effect full settlement by compromise, suit or otherwise, as he deems best, with full power to associate or substitute other Counsel. If other Counsel is associated, no additional fees will be charged to me; however, a division of fees will be made between my Attorney's office and that of an associated Attorney.

1. CONTINGENT ATTORNEY FEE

In consideration of the advice, counsel and professional services of the said Attorney in connection with the said claim, I agree to pay an amount equal or equivalent to 33 1/3 percent of the gross recovery in the event the action is resolved prior to filing a lawsuit, 40 percent of the gross recovery in the event of any lawsuit, Answer, Counterclaim or other legal proceeding and 50 percent of the gross recovery in the event that the matter is tried and then appealed by either party. ["Gross recovery" as that term is used herein, includes the total of all settlement amounts paid and/or damages awarded, including attorney's fees, expenses of litigation, compensatory damages, punitive damages and any other damages awarded.] I UNDERSTAND THAT MY ATTORNEY DOES NOT REPRESENT ME FOR ANY PROPERTY DAMAGE CLAIMS THAT I MAY HAVE AND IS NOT ENTITLED TO A CONTINGENT FEE FOR ANY PROPERTY DAMAGE RECOVERY THAT I MAY OBTAIN.

2. YOU ARE RESPONSIBLE TO PAY ALL EXPENSES

I understand that all expenses, both current and anticipated, including but not limited to, filing fees, Court costs, costs of reports, investigations and other costs of litigation and developing the file, are mine to bear. I authorize my Attorney, in his discretion, to pay any or all such fees and expenses out of my portion of any collection or settlement and I understand and agree that, in the event that my attorney chooses to pay such fees and expenses, all such amounts advanced or forwarded by my Attorney will be paid back to him out of my portion of any collection or settlement. I understand that my attorney may require that I pay all such expenses as they become due and may refuse to move forward with my claims until such time as I pay all such expenses. I authorize my attorney to sign liens with any medical provider that may require such liens and further authorize my attorney to withhold sufficient sums from any gross recovery that I may receive to satisfy such liens. I authorize my said Attorney to negotiate with any medical provider to reduce their medical charges and release their liens for the purpose of facilitating a settlement of

this case.

### 3. ATTORNEY'S LIEN FOR FEES AND EXPENSES

In addition to the statutory Attorney's lien, I also assign and transfer to my said Attorney all rights, title, claim and interest in, and to my above choices in action as legal representative, as further security for his fees, and authorize said fees paid to him and his receipt of same shall constitute a full and complete release on my part. I understand that I may terminate my Attorney at any time; but should I elect to do so, I am obligated to compensate him at his contingent fee plus expenses for any settlement offers that he has obtained to that date or, if no settlement offer has been received, to compensate him for all services rendered up to that point at an hourly rate of \$300.00 per hour and for the payment of any and all costs and expenses advanced by him, and this lien and transfer shall remain in effect for that purpose.

### 4. NO SETTLEMENT WITHOUT YOUR EXPRESS APPROVAL

It is agreed that said Attorney shall not settle or in any way compromise my claims without first contacting me and receiving my express permission to do so. However, if I can not be contacted by my attorney either by telephone or by mail for a period of more than one month following any settlement offer on my case, I authorize my attorney to accept such offer (if he deems it to be reasonable) and to hold my portion of such settlement in escrow until such time as I do contact him. I hereby constitute and appoint said Attorney as my agent and Attorney, with authority to do all things he deems necessary, including the negotiation in my name of any checks or releases, to effect a settlement and otherwise prosecute my claims.

I agree that if my attorney handles any ancillary matters to this litigation, or additional matters not related to this litigation, that he will be paid for such additional work at an hourly rate of \$300.00 per hour, plus expenses and that such fees shall also be subject to the attorney's lien.

I agree to make no contact with any adverse parties to this claim during the course of my Attorney's investigation and representation, and further agree to refer to him anyone contacting me concerning my claim.

I further agree with my Attorney not to make any settlement unless he is present and receives his proportionate share in accordance with this Agreement.

My Attorney has made no warranties or guarantees as to the successful termination of the cause of action, and all expressions made by him relative thereto are matters of his opinion only.

I do hereby bind my heirs, Executors and legal representatives to the terms and conditions set forth herein.

I have read over and fully understand each and every provision contained in the above agreement.

Executed under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Lloyd H. Thomas, III  
1201 W. Peachtree St., NW  
Suite 2300  
Atlanta, GA 30309  
(404) 848-8898

\_\_\_\_\_  
Client



# ***The Law Office Of Lloyd H. Thomas, III***

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Lloyd H. Thomas, III, P.C.  
*Attorney at Law*

1201 W. Peachtree St., NW  
Suite 2300  
Atlanta, GA 30309  
Telephone: (404) 848-8898  
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State of Georgia  
County of \_\_\_\_\_

## **AFFIDAVIT**

I SWEAR UNDER THE PENALTY OF LAW,

I am \_\_\_\_\_ years of age and a resident of the State of Georgia. I am presently under no influence, duress, or pressure to act in this matter and I am of sound mind and acting of my own free will. I have either read this affidavit or it has been read to me, and I am able to comprehend and understand this document.

If I retain the services of *The Law Office Of Lloyd H. Thomas, III, P.C.* (the "Law Firm"), I will present to my attorney both an accurate written and oral representation of my injuries sustained in an accident which occurred on \_\_\_\_\_, 20\_\_\_\_. Furthermore, I swear the injuries sustained and the pain and suffering I have experienced are real and I have not either imagined or exaggerated the extent or nature of my pain and suffering.

I understand that I am free to choose my attorney and no party has in any way coerced or unfairly influenced me or offered me any benefit to go to any attorney, doctor or other medical personnel. I have chosen to do so on my own. I have requested that a representative of the Law Firm meet with me to discuss my injury case and concerns. I understand that the representative that I am meeting with is not an attorney but, has been hired by the Law Firm to assist me in filling out the necessary paperwork and will immediately provide all of the paperwork that I fill out to the Law Firm to review. The Law Firm will then contact me to fully discuss my claim and advise me if they will be able to represent me as to how best to proceed.

I understand that it is a crime to attempt to present false information or testimony to receive compensation for my injuries and pain and suffering.

The above is stated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Client's Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signed Name