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**PERSONAL INJURY INFORMATION FORM**

FULL NAME: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

TELEPHONE: HOME \_\_\_\_\_ WORK \_\_\_\_\_

CELL: \_\_\_\_\_ E-MAIL \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ SSN: \_\_\_\_\_

SPOUSE FULL NAME: \_\_\_\_\_

DATE OF MARRIAGE: \_\_\_\_\_ NUMBER OF CHILDREN: \_\_\_\_\_

EMPLOYER NAME AND ADDRESS: \_\_\_\_\_

DATE OF ACCIDENT OR INJURY: \_\_\_\_\_

LOCATION OF ACCIDENT OR INJURY: \_\_\_\_\_

NAME OF INSURANCE COMPANY: \_\_\_\_\_

AUTOMOBILE: \_\_\_\_\_

GROUP: \_\_\_\_\_

BRIEF DESCRIPTION OF HOW ACCIDENT OR INJURY OCCURRED: \_\_\_\_\_

IF HOSPITALIZED AS A RESULT OF INJURY, STATE WHERE AND GIVE DATES THEREOF: \_\_\_\_\_

NAME(S) AND ADDRESS(S) OF HOSPITALS, PHYSICIAN(S), AND OTHER DIAGNOSTIC OR MEDICAL RELATED SERVICES (I.E. AMBULANCES, PRESCRIPTIONS, ETC.) WHO HAS/HAVE TREATED OR ASSISTED YOU REGARDING THIS INJURY: \_\_\_\_\_

IF YOU ARE CURRENTLY UNDER CARE OR TREATMENT FOR YOUR INJURY, GIVE THE NAME AND ADDRESS OF EACH OF YOUR DOCTORS: \_\_\_\_\_

WHAT WAS THE LAST DATE OF TREATMENT FOR YOUR INJURY: \_\_\_\_\_

IF YOU HAVE LOST ANY WAGES OR INCOME AS A RESULT OF YOUR INJURY, INDICATE:

1. YOUR WAGE OR SALARY RATE: \_\_\_\_\_

2. APPROXIMATE AMOUNT OF LOSS TO DATE: \_\_\_\_\_

3. DATES UNABLE TO WORK: \_\_\_\_\_

BRIEFLY DESCRIBE THE NATURE AND EXTENT OF YOUR INJURIES: \_\_\_\_\_

## **PERSONAL INJURY INFORMATION SHEET**

1. **TALK TO NO ONE** - You should not talk to anyone about your accident. You should always require some identification so that you are sure who you are talking to. You should not even talk to your own insurance company or to any lawyers hired by your own insurance company without notifying us so that we may be present if we desire. We will generally want any of these statements taken in our office.
2. **YOUR DOCTOR** - You should follow as precisely as possible the advice and course of treatment advised by your doctor. You should not minimize or overstate your ailments. If you see any additional doctors, be sure we are advised immediately of their names and addresses.
3. **RECORD OF COMPLAINTS** - Please keep a daily or weekly record of your complaints and progress. This can be very helpful when, a year later, you will be able to recall your pain and difficulties more vividly.
4. **WAGES AND EARNINGS LOST** - Please keep an accurate record of all days lost from work because of your injuries.
5. **MEDICAL BILLS** - Obtain and keep duplicate copies of all medical and hospital and drug bills. You should periodically send these bills to us for our files. You should also keep records of any other expenses you may have in connection with your accident such as the hiring of extra help. All your bills should be paid by check or you should obtain and keep receipts. You should make and keep a list of all your medical bills and the costs incurred in going to your doctor. Please do not send duplicate bills since one is enough unless new services are included on the updated bill.
6. **CAR REPAIR** - If your automobile has not been repaired, do not do so until you are sure we have obtained pictures of it. If it has been repaired, be sure and supply us with copies of all estimates and final bills.
7. **TRAFFIC OFFENSES** - Never plead guilty to any traffic offenses in connection with this accident, and if you are arrested, call this office immediately. If you wish for this office to represent you in the traffic court matter, a separate representation agreement will be required.
8. **WITNESSES** - Furnish to us immediately the correct name and work/home address and telephone numbers of any and all witnesses you may learn of.
9. **PHOTOGRAPHS** - Send to us the negatives and prints of any photographs pertaining to your case which you or any of your friends have taken. If at any time you are required to be in the hospital and are receiving any type of treatment like traction or physical therapy which can be photographed, please have photographs taken or notify our office so that we can make arrangements to photograph you, if necessary.
10. **HOSPITAL AND DOCTOR BILLS** - If you have your own insurance to cover such bills, go ahead and have them paid as soon as possible. If you have sufficient funds to pay any difference in the amount covered by insurance, don't hesitate to pay your obligations because of the lawsuit.
11. **QUESTIONS** - We will probably not contact you on a set schedule but will contact you from time to time when necessary. The fact that you do not hear from us is no indication that we are not working on your file inasmuch as a great deal of work is done between the court and the lawyers and the parties are not directly involved. If you have any specific questions in regard to these instructions or in regard to your case, feel free to call or write us.
12. **YOUR ADDRESS** - Be sure to keep us advised of any change in your address or telephone number.

## **STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES**

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all

expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date