

**PERSONAL INJURY FORMS  
LAW OFFICE OF ROBERT MANSOUR**

*REMINDER: ONLY DATE/SIGN WHERE YOU SEE AN “X”.  
PLEASE DO NOT FILL OUT ANYTHING ELSE.*

*If you're not sure how to fill something out, please call us at  
(661) 414-7100. Thank you very much.*

## LAW OFFICE OF ROBERT MANSOUR CONTINGENCY FEE AGREEMENT

THIS IS AN AGREEMENT between:

\_\_\_\_\_,  
hereafter referred to as "Client(s)," and the Law Office of Robert Mansour, hereafter referred to as "Attorney." *If two or more clients are signing this agreement, they all acknowledge that references to the singular "Client" in this agreement also refers to the plural and therefore applies to each Client who signs this agreement.*

**Matter Covered:** Client retains Attorney in connection with a claim for personal injury arising out of an accident that occurred on \_\_\_\_\_.

**Services:** Attorney will handle this claim all the way up through trial if necessary. If Client wins the trial, Attorney will oppose any defense motion for new trial. Services include mediation or arbitration (two common alternatives to trial). No other services are covered by this Agreement.

**Filing a Lawsuit:** Attorney will not file a lawsuit without consultation with the Client. If the lawsuit result is unsatisfactory to Client, Attorney will not be obligated to file a motion for new trial, an appeal, or proceedings to enforce the judgment.

**Associating other Attorneys:** Attorney may associate other attorneys to assist. Attorney may divide his fee with such attorneys, and client consents to the association and the division.

**No Guarantees:** No guarantees have been made. Case results vary depending on the case, the insurance adjuster involved, the Client's injuries, and other factors beyond anyone's control. Attorney will consult with Client before settling and will only settle with Client's permission. Client agrees to have reasonable expectations and understands case values vary depending on severity of injury and many other factors.

**Litigation Costs and Expenses:** In most cases, there are no significant costs *before* filing a lawsuit. If costs are incurred, Attorney will be reimbursed out of the recovery (after attorney's fees). Costs include (but are not limited to) court filing fees, deposition costs, expert fees/expenses, investigation costs, messenger fees, photocopying expenses, and process server fees. Any significant costs will be incurred after consultation with the Client since the costs are ultimately deducted from the recovery. In many cases, the Attorney and Client may agree that incurring costs is unnecessary or unwise. For example, assuming a Client might recover another \$10,000 on his/her case, it doesn't make sense to spend nearly that much in an effort to recover the additional \$10,000. Also, proceeding may be imprudent if chances of winning are low. Thus, Attorney will confer with Client regarding significant costs.

**Medical Expenses:** Attorney is not responsible for Client's medical expenses. Some medical services provided to Client may be on a "*lien*." A lien is a legal agreement where a medical service provider advances their services to Client and expects to be paid at a later date. Typically, liens are paid out of the case recovery. However, the Client is ultimately responsible for the liens *despite* the outcome of the case.

Also, any medical services paid by Client's health insurance or auto insurance will likely need to be reimbursed to the insurer from the recovery obtained (per contractual obligation). Client also understands he/she is responsible for health insurance co-pays and deductibles. Medical providers are not going to pursue the responsible party for balances etc. Those are contractual obligations and must be paid by the Client or Client may be sent to collections. Also, if Client has no health insurance, Client is nevertheless responsible for their medical expenses.

**Contingency Fee:** Attorney's fee is 33.3% of any recovery. If the case goes to mediation, arbitration, or trial, Client agrees to pay 40% of any recovery. Client agrees contingency fee is based on the total amount of the recovery before costs/expenses. Liens will be paid after the contingency fee and costs/expenses have been deducted. Attorney will not pay medical bills (other than liens) out of the settlement. Unpaid medical bills will be Client's responsibility.

**Attorney's Lien:** Client grants Attorney a lien on this matter, any lawsuit filed therein, any judgment obtained, and any and all proceeds of any recovery obtained to secure payment of all sums due under this Agreement for services rendered and costs advanced.

**Withdrawal:** Either party to this agreement may withdraw at any time by giving written notice to the other. Client shall pay Attorney out of the recovery reasonable fees for services provided up to that point and costs advanced. Attorney may put a "lien" on Client's case. In the event of withdrawal, Attorney will arrange for Client to pick up his/her file from Attorney's office within 5 business days. Client will sign an acknowledgement to confirm receipt of his/her file.

**Arbitration of Dispute:** If a dispute arises regarding this agreement, all parties agree to submit the dispute to binding arbitration, utilizing a mutually agreeable arbitrator. The prevailing party at the arbitration will be awarded reasonable attorney's fees and costs incurred.

**Further Agreements:** Client agrees to cooperate during this matter. Client agrees to return calls and provide information when necessary. Client will keep Attorney informed of any address and/or phone number changes. Attorney has permission to settle the case if Client cannot be found or is unresponsive for 6 months. Client also gives attorney permission (power of attorney) to sign settlement documents and settlement checks on client's behalf.

**File Retention:** At the conclusion of your case, we will scan your file to our computer system and shred the physical file. We don't keep copies of any medical records (paper or electronic).

**Client Acknowledgment:** Client acknowledges having read all of the terms and conditions set forth in this Agreement and that he/she fully understands and agrees to same.

**X DATED:** \_\_\_\_\_

**X CLIENT #1 SIGNATURE:** \_\_\_\_\_

**X CLIENT #1 PRINTED NAME:** \_\_\_\_\_

**X** CLIENT #2 SIGNATURE: \_\_\_\_\_

**X** CLIENT #2 PRINTED NAME: \_\_\_\_\_

**X** CLIENT #3 SIGNATURE: \_\_\_\_\_

**X** CLIENT #3 PRINTED NAME: \_\_\_\_\_

) If you are signing on behalf of a minor, please sign as “Your Name, guardian for Child’s Name” –  
Then print what you signed underneath your signature.

ATTORNEY’S SIGNATURE: \_\_\_\_\_

**X** Your best mailing address:

\_\_\_\_\_

**X** Your best phone number(s):

\_\_\_\_\_

**X** Do you have an email account you check regularly?

\_\_\_\_\_

**X** Your birthdate: \_\_\_\_\_

**Law Office of Robert M. Mansour**

28212 Kelly Johnson Parkway, Suite 110  
Valencia, California 91355  
Ph: (661) 414-7100  
www.ValenciaLawyer.com

**AGENCY AUTHORIZATION**

RE:    Date of Accident:    \_\_\_\_\_  
       Insured:                    \_\_\_\_\_  
       Claim No: (if known)    \_\_\_\_\_  
       Claimant/Plaintiff:    \_\_\_\_\_

Pursuant to Section 2695.2(c) of the California Code of Regulations, Title 10, Chapter 5, I authorize the Law Office of Robert M. Mansour, my attorney, to handle my personal injuries and damages claim under the above-captioned loss.

This authorization shall remain valid for the maximum period provided by law or until revoked by the undersigned:

**X** Dated: \_\_\_\_\_

**X** Signature: \_\_\_\_\_

**X** Printed Name: \_\_\_\_\_

) If you are signing on behalf of a minor, please sign as “Your Name, guardian for Child’s Name” – Then print what you signed where it say “Printed Name.”

**Law Office of Robert M. Mansour**

28212 Kelly Johnson Parkway, Suite 110

Valencia, California 91355

Ph: (661) 414-7100

www.ValenciaLawyer.com

**AUTHORIZATION TO PROVIDE INFORMATION**

I, \_\_\_\_\_, a client of the Law Office of Robert M. Mansour, authorize:

1. Any firm or employer to furnish information about my earnings, loss of earnings, work history and medical information in their possession to my/our attorneys, Law Office of Robert M. Mansour, 28212 Kelly Johnson Parkway, Suite 110, Valencia, California 91355, or their respective representative.
2. Any police authority is authorized to permit processing of a claim arising out of an incident that occurred on or about \_\_\_\_\_ (including but not limited to providing my attorney with police reports, photographs and/or other related documents with respect to the above-referenced incident).

This Authorization is valid during the duration of the claim, and I agree that a photocopy of it is as valid as the original.

I have read this Authorization and acknowledge I, or a personal authorized by me will receive a copy of this Authorization upon request.

**X** Dated: \_\_\_\_\_

**X** Signature: \_\_\_\_\_

**X** Printed Name: \_\_\_\_\_

**X** Date of Birth: \_\_\_\_\_

## **HIPAA COMPLIANT AUTHORIZATION FORM**

Name of person whose records are being released:

---

1. The following specific persons or class of persons or facility is authorized to make the requested use or disclosure:

---

---

2. The following person or class of persons may receive disclosure of protected health care information about me: My attorney, Robert M. Mansour at the Law Office of Robert M. Mansour, 28212 Kelly Johnson Parkway, Suite 110, Valencia, CA 91355 or my attorney's copy service.

3. The specific information that may be disclosed is: All medical, psychiatric, chiropractic, hospital, therapy, imaging and other medical and/or billing records pertaining to my physical and mental health.

4. My treatment, payment, enrollment or eligibility for benefits may not be conditioned on signing this authorization.

5. The purpose of releasing this information is for my attorneys to pursue a personal injury claim.

6. I understand that the information used or disclosed may be subject to re-disclosure by the person or class of persons or facility receiving it and would then no longer be protected by federal privacy regulations.

7. I may revoke this authorization by notifying the Law Office of Robert M. Mansour in writing of my desire to revoke it. However, I understand that any action already taken in reliance on this authorization cannot be reversed, and my revocation will not affect those actions.

I understand my attorney will provide medical information received pursuant to this authorization to insurance companies, their representatives, and/or attorneys relating only to the incident claim which is being handled by my attorney.

8. This authorization expires on the later date of two (2) years from the date of this authorization OR upon termination of representation by the attorney.

9. I understand I am entitled to a copy of this authorization.

---

**X Signature of person filling out form:**

\_\_\_\_\_

**X Date:** \_\_\_\_\_

**X Printed Name of person filling out form:**

\_\_\_\_\_

**X Social Security # of person whose records are being released:**

\_\_\_\_-\_\_\_\_-\_\_\_\_\_

**X Date of Birth of person whose records are being released:**

\_\_\_\_-\_\_\_\_-\_\_\_\_\_

**IF APPLICABLE:**

---

**Printed name of legal guardian/parent of a minor child**

*A copy of this signed and dated form must be given to the individual or person signing on the individual's behalf.*

## **CLIENT RESPONSIBILITIES: PLEASE READ!**

1. **Don't post anything to social media** (Facebook Twitter, etc). Insurance companies routinely use *anything* they find on social media against you. Photos of you hiking, going on vacation, etc. don't help your case.
2. Keep us advised of changes/updates to your **address and phone number**.
3. **We work by appointment only**. Let us know if you wish to meet, chat, etc.
4. **Take photos of car damage and physical injuries right away**. Insurance companies will do *everything* they can to minimize your claim. Photos of significant damage and injuries help fight against that.
5. **Please get back to us promptly** by email or phone if we try to reach you.
6. Inform us and your medical providers of any **aggravation or exacerbation of a previous injury**. *Don't hide or misrepresent your medical history*. If you have a prior medical condition and try to blame everything on the car accident, your credibility will be questioned and that will affect your case. Honesty is best.
7. **Don't speak with insurance adjusters about your injuries** without checking with us. Things you say to an insurance company may be used against you.
8. **Keep all health care appointments**. Missed appointments and gaps in treatment *will* be used against you. If you miss or cancel appointments, insurance companies *will* argue you aren't really hurt. If you miss an appointment, try to reschedule it as soon as you can.
9. If you can't work, **you must get a note** from a doctor placing you "off work." Most insurance companies won't honor lost income claims without documentation from a doctor placing you off work for the entire time you are off work.
10. **Avoid renting a car on your own**. Discuss with us first!
11. If you see other doctors after our initial consultation, please inform us.
12. Don't ignore any bills. Send us copies. You are responsible for your medical bills.
13. If you receive any documents (bills, letters, etc.), please send us copies. Don't assume we are getting copies. In fact, assume otherwise.
14. If you use your personal auto or health insurance company for any accident care/treatment, **they will likely be entitled to reimbursement from any settlement**. That doesn't mean you shouldn't use the insurance. Just be aware.

15. **You MUST tell your medical providers about ALL injuries. Be VERY specific.** If something is NOT in your medical records, it probably won't be considered by the insurance company. Remember, the insurance company will be going through your medical records in great detail. Documentation is key.
16. **How an accident affects your daily life affects the evaluation of your case.** Your medical records should document all effects of the accident. If something isn't documented, it may not be considered. Don't keep the effects of the accident a secret. If you are having trouble with any daily activities (home, work, school, etc.), tell your medical providers, friends, family members, etc. This is not time to be brave and keep things to yourself. That will hurt your case.
17. **Please call us if you have questions.** My staff is here to help you. *They are not just here to take messages.* In many cases, they will know the answer to your question. The best email to use is [info@mansourlaw.com](mailto:info@mansourlaw.com). Emails sent are seen by the entire staff so they are less likely to be overlooked. If you wish, a phone call or face/face meeting can be scheduled with me.
18. While we often communicate via email and phone, we sometimes **need to send you documents that have private information.** If so, we will send you a secure message via [Sendinc.com](http://Sendinc.com). If you need help using [Sendinc.com](http://Sendinc.com), please visit [ValenciaLawyer.com/Sendinc](http://ValenciaLawyer.com/Sendinc) to learn more.
19. Personal injury cases take about 6 to 12 months to resolve. The settlement is the GROSS amount. After attorney fees and medical bills/liens, the net will be less. For example, if your settlement is \$10,000, your check will be a portion of this amount after attorney and medical fees.

**I have read the foregoing Client Responsibilities and I understand it:**

**X** \_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Signature

**X** \_\_\_\_\_  
Print your name