Auto Accident Case Walk-Through

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The following provides an overview of answers to some of the frequently asked questions our clients ask about their cases. Each case has its own set of facts that makes it virtually impossible for there to be only one answer applicable to all cases. However, the below may give you some insight into how your case may proceed. We want all of your questions to be answered. Of course, we encourage you to call us if you want to discuss any particular question concerning your case.

I. YOUR LAW FIRM – JOHN BALES ATTORNEYS

Your John Bales Attorneys team consists of car accident attorneys, client managers, records managers, law clerks, and other support staff. John Bales Attorneys is "AV" rated, the highest rating given by the lawyer rating service Martindale Hubbell, and has many years of combined experience in representing injured parties. The use of advanced technology such as case management software, document imaging, and an in-house law library with computer-based legal research resources further enhances our ability to pursue your claim. Our case management software allows your entire team to manage your case.

Our firm is divided into two teams: Pretrial Team and Trial Team. Each of the two teams has several car accident attorneys, and each attorney manages a team of support staff.

The Pretrial Team will typically handle cases from the time the case is accepted for representation through the pre-lawsuit negotiations with the at-fault party's insurance company, including waiting until you have reached maximum medical improvement and the preparation and sending of a demand package. The above may include, but is not limited to, (1) accepting a case in which our firm will provide representation, (2) signing up new cases (with assistance of an Intake Manager), (3) communicating with the client about the facts of the incident, injuries and other damages, and the treatment client is receiving from health care professionals, (4) obtaining police reports and other investigative information, (5) obtaining witness statements from witnesses the client inform us of, (6) obtaining answers to client's questions, (7) obtaining medical records from health care providers clients inform us they are treating with, (8) preparing demands, and (9) negotiating a settlement, if possible.

The Trial Team will usually handle cases from the time the file is accepted for litigation. This may include, but is not be limited to, (1) preparing and filing a complaint, (2) serving process, (3) requesting, responding, and scheduling discovery, and (4) scheduling and representing client at hearings, mediation, and trial. In essence, it is taking the case from filing of the lawsuit through trial.

Auto accident attorneys who practice on the Pretrial Team will prepare your case with the goal of negotiating a reasonable settlement without the necessity of filing a lawsuit. However, if the insurance company will not make a reasonable offer, under the circumstances, to settle your case while it is with the Pretrial Team, the Trial Team will be asked to evaluate whether the case is one that should be litigated. If the Trial Team believes that a lawsuit may be necessary to obtain a reasonable resolution and you agree to filing a law suit, the case will be transferred to Team Trial and will proceed under the direction of one of the firm's litigation attorneys. In some instances, we may have other law firms participate in your representation. This will not increase the amount of the auto accident attorneys' fees or costs. Of course, we will advise you if this should occur.

We believe this innovative team concept helps us to more efficiently pursue your claim. Please understand that as your case progresses, your team of attorneys and client managers may change to improve service to you and assist in the effective resolution of your case. We will keep you advised of any such changes in your team.

Please consider going to our website, www.JohnBales.com, or the booklet titled "Information About John Bales Attorneys", which was included in your initial representation package to obtain additional information about us.

II. COMMUNICATING WITH YOUR JOHN BALES ATTORNEYS TEAM-ATTORNEY/ CLIENT PRIVILEGE AND WORK PRODUCT DOCTRINE

As you know, communications between you and us as your law firm are important and are protected by the Attorney/Client Privilege. These communications can be by telephone (home, mobile, and work), in person meetings, email (personal only), and/or mail to the address you provided to us. Accordingly, please immediately advise us in writing of any change to your telephone numbers (home, mobile, and work), email addresses (personal only), and/or your mailing address. Unless you notify us otherwise in writing, we will be using the provided addresses and telephone numbers for all communications with you as is appropriate.

Please keep in mind that the Attorney/Client Privilege only applies to communications between you and members of our firm, and you should not discuss your case with anyone or provide them with any of the documents you receive from our firm because such communications may then become discoverable. Additionally, you should not be receiving any communications from our office at your work email, only your personal email. There have been court decisions holding that emails sent to an office email address are not protected by the Attorney/Client Privilege.

Sometimes family members of our client will call and want to discuss your case with us. We normally cannot do this if our client is 18 years or older until you are willing to sign a waiver and acknowledgement that we will send you that informs you that you will be waiving your attorney-client privilege as to any information we discuss with this family member . These family members sometimes get upset with us when we decline to respond to their requests for information. We request that you explain this to your family members and let us know if you want a copy of this waiver and acknowledgment.

Additionally, any documents we request that you prepare are protected by the Attorney/Client Privilege and Work Product Doctrine, and will be protected from discovery as long as you only provide it to members of our firm. Of course, documents such as your medical records that were prepared by others are not protected and are discoverable.

III. YOUR CONTACT INFORMATION

Being able to communicate with you about your case at any time is very important. If you have not already done so, please confirm the contact information specified below is accurate and complete. Additionally, continue to provide us with any updated and missing information so that we may always have current methods to contact you throughout the course of your case:

- Home Address
- Home Phone Number
- Cellular Telephone Number
- Work Phone
- Personal Email Address (Please do not provide us with a work or school email address because any communications sent to a work or school email address are likely not protected by Attorney/Client Privilege)

We attempt to save our clients costs by emailing letters and other documents to them instead of having our clients incur the cost of postage for mailing such documents. Accordingly, if you give us your personal email address, we will use that email address to communicate with you unless you advise otherwise in writing. If you have not yet provided us with an email address, which gives us the ability to email documents to you, please do so if it is appropriate.

In the event we cannot reach you, the emergency contact we have on file is the following:

IV. YOUR EMERGENCY CONTACT INFORMATION

Please also make sure that we have complete and accurate information for your emergency contact(s) that we may contact if we are unable to reach you using the above methods. The information we need includes, but is not limited to, the following:

- Emergency Contact(s) Name.
- Emergency Contact(s) relationship to you.
- Emergency Contact(s) Home Address.
- Emergency Contact(s) Home Phone Number.
- Emergency Contact(s) Cellular Telephone Number.
- Emergency Contact(s) Personal Email Address.

Although you need to confirm that you have provided us with contact information for your emergency contact(s), we plan only to ask them how to reach you and do not plan to discuss your case with them unless you give us permission to do so. Generally, we will contact an emergency contact if we are unable to reach you. Of course, if you would like for us to discuss the case with your emergency contact(s), you can contact us and we can discuss the risks and benefits of such communication including, but not limited to, the lack of attorney/client privilege for any discussions for which the emergency contact is involved.

If any of the contact information changes for you or any of your emergency contact(s), please let us know immediately. If you will be out of town for an extended period of time, we request that you inform us of this as well.

V. CONTACTING YOUR JOHN BALES ATTORNEYS

You will have a "point of contact" car accident attorney and client manager. You will also have other team members that you can speak to when your point of contact attorney is not available. Although your personal injury attorney may not always be immediately available to answer your questions directly, you may be able to obtain an answer to most of your questions from another member of your team. Additionally, you can always ask to speak to the Staff Administrator, who is also dedicated to serving you.

For your convenience, we offer local telephone numbers for our clients to call our office at any time. To find the local telephone number in your area, ask a member of your team or go to our website, www.JohnBales.com and click on "Contact Us".

VI. LETTERS FROM JOHN BALES ATTORNEYS

At various times throughout your case, you may receive correspondence or other documents from us. Please review them carefully and comply with any request as soon as it is received. The faster we receive all necessary information, records, and documents, the faster your case will be in a position to attempt to resolve it. Again, it is your responsibility to ensure that we have the most current contact information for you, so please contact your team if your mailing address, telephone number, or personal email address change.

VII. ELECTRONIC COPY OF DOCUMENTS

We may image and electronically file all documents (collectively, the "Imaged Documents") and destroy the originals of the Imaged Documents, including all original signatures on those documents. In the agreement you signed with us, you authorized us to take this action, and understood that, as a result, neither the original documents, nor any of the original signatures on such documents, will remain available to you or us for any

purpose including, but not limited to, for use in any legal proceeding arising out of or relating to the documents ("Proceeding"). You knowingly, willingly, and expressly: (1) waived all rights relating to, and (2) agreed, based on our reliance on, among other things, your agreement and authorization, that you are estopped from asserting any claim, defense, or objection, whether evidentiary or otherwise, arising out of or related to the imaging and destruction of original documents and all original signatures on such documents, including, without limitation, any claim, defense, or objection arising out of or related to our introducing and/or court accepting, into evidence in any Proceeding copies of Imaged Documents, including all imaged signatures, in place of original documents.

VIII. WAIVERS OF CONFLICTS OF INTEREST

As addressed, in some cases we represent more than one person/entity from the same incident. If that is the case, we represent each and all persons/entities listed in the "Waiver and Authority to Represent and Contingency Fee Agreement". In that agreement you agreed that each listed person/entity has asked us to represent them and have provided similar information relating to the above referenced incident. You are aware that a potential conflict of interest may exist and/or develop among those listed, others, and/or with us. After considering these matters and having the opportunity to discuss them with one of our car accident attorneys, you waived any conflict of interest that may now or in the future exist. You further agreed that we may, in our sole discretion, withdraw from representing any of the persons/entities and represent another. You agreed and understand that any information provided to us will be shared with all listed persons/entities.

If you have any further questions about this, please write to us.

IX. DOS AND DON'TS

A. DOS

1. DO STAY IN COMMUNICATIONS WITH US AND IMMEDIATELY UPDATE US ON ANY CHANGES IN YOUR CONTACT INFORMATION.

By ensuring that we have the most updated information to contact you, we can always keep you informed on any and all updates of your case and expedite the process required to resolve you case. We strive to maintain a positive client-attorney relationship and understand the most effective way to contact you is step one in any successful case.

2. DO ALWAYS ASK US QUESTIONS IF YOU DO NOT UNDERSTAND SOME ASPECT OF YOUR CASE.

We understand that the process of resolving your case can sometimes seem overwhelming and laborious. If you are ever put into a situation where you do not understand something or are unsure how to proceed please do not hesitate to ask us any questions that you may have. Every member of your team has a role that revolves around attempting to make you comfortable and aware of aspects of your case and we are eager to answer your questions.

3. DO READ ALL OF OUR LETTERS TO YOU AND LET US KNOW IF YOU HAVE ANY QUESTIONS ABOUT THEM.

The letters and emails that we send to you are to provide you with information pertaining to your case. It is important that you read them thoroughly and completely. If you ever receive correspondence from us that you do not understand, we encourage you to ask questions to clarify any information presented in our correspondence with you.

4. DO COMPLY WITH OUR REQUESTS FOR INFORMATION, DOCUMENTS, AND RECORDS AND TIMELY PROVIDE THEM TO US.

By providing us with any requested information, documents, and records, we can provide you with quality care and service. Some types of documents and information that we may request includes but is not limited to medical records, driver's licenses, authorizations, change of address, etc.

5. DO TIMELY APPEAR AT ALL MEETINGS, DEPOSITIONS, HEARINGS, ETC. THAT ARE SCHEDULED WITH YOU.

If you have been scheduled to appear at a meeting, deposition, or hearing it is imperative to your case that you arrive timely and prepared. If for some reason you are unable to appear, do let us know as soon as possible so we can try and secure other arrangements.

6. DO LOOK AT YOUR CASE AS A JUDGE AND JURY WILL SEE IT.

A good "rule of thumb" is (1) always respond to requests as you would want a person to respond to you and (2) to look at your case as a judge and jury will look at it. When you discuss your case with us, think about how that judge and jury will observe your behavior, listen to the questions and answers, and decide the case on the basis of whom they believed and whom they liked more. A helpful perspective is to assume that the judge and jury are of diverse race, religion, and status in life. Assume that some would naturally like you and some would naturally dislike you. Obviously, this setting suggests caution and careful selection of words.

7. DO TELL US EVERYTHING ABOUT YOUR CASE WHETHER YOU THINK IT HELPS OR HURTS YOUR CASE.

We need to know everything about your case. It is more than likely that the insurance company will investigate and discover information about you. If we are in the know for every positive and negative aspect of your case, we will be better prepared for when and if the opposing counsel attempts to use some knowledge against you. Therefore, we must know this information as well.

8. DO TELL THE TRUTH.

Of course, this does not need to be stated. Everyone understands this. This paragraph is not included because of doubt about your credibility or honesty. On the contrary, we have faith in your integrity. However, in our opinion, every lawyer is obligated by the Rules of Professional Conduct to specifically inform his clients to testify honestly.

The truth, whether in the deposition or on the witness stand at trial, or speaking with us will never really hurt a litigant as much as a fabrication. A lawyer may be able to successfully "defend or explain" the truth, but there is no defending or explaining why a witness lied or concealed the truth. In the eyes of the judge or jury, untruth devastates the credibility of a witness and hurts immeasurably. Florida law also has provisions directly on point. For example, section 57.105, Florida Statutes addresses the use of sanctions for unsupported claims or defenses. Also, pursuant to section 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim com-

mits a felony of the third degree, punishable as provided in s. 775.082, s. 775.803, or s. 775.084, Florida Statutes.

B. DON'TS

1. DON'T STATE FACTS THAT ARE BEYOND YOUR KNOWLEDGE WITHOUT CLARIFYING WITH US THAT YOU THINK THIS MAY BE TRUE.

You may be asked a question that you feel you should know the answer to, but aren't sure. Sometimes you may be tempted to guess at or estimate the answer to avoid admitting lack of knowledge. If you do not know an answer to a question, even though you think you may appear uninformed or evasive, let us know that you do not and then inform us of what the answer may be.

2. DON'T LET THE OPPOSING ATTORNEY OR THE CIRCUMSTANCES GET YOU ANGRY OR FRUSTRATED.

This will affect your ability to objectively see your case and to help us better prepare your case.

3. DON'T TRY TO DECIDE BEFORE YOU ANSWER WHETHER A TRUTHFUL ANSWER WILL HELP OR HINDER YOUR CASE.

Always answer truthfully. You should not change your answer because of the effect you believe the answer will have on the case.

4. DON'T DISCUSS YOUR CASE WITH OTHERS BECAUSE THE ATTORNEY/CLIENT PRIVILEGE MAY NOT APPLY.

Remember, the insurance company, opposing attorney, and the opposing party are not your "friend" for purposes of this case. Do not let their friendly manner cause you to drop your guard.

X. MOTOR VEHICLE CLAIMS, CONSIDERATIONS, AND ISSUES

A. RESOLVING A CLAIM

There are essentially three methods for resolving a motor vehicle claim. The preferable method would be to reach a mutual agreement between or among the parties. If that fails, the alternative is to determine if filing a law suit is a reasonable path, which again rests upon the circumstances and evidence related to the specific case at hand. Obviously, the third option is to elect to drop the claim and not to pursue it further.

Reaching a mutually agreeable settlement among the parties is usually a lengthy process because of the need to develop the facts of the incident, to give all injured parties time to reach maximum medical improvement, and to address the medical treatment and the effect on the injured person's life.

B. PERMANENT INJURY VERIFICATION-FLORIDA NO FAULT STATUTE

Currently, under the Florida No-Fault Statute, if the at-fault party has complied with Florida Law and has purchased the required No-Fault coverage, the statute provides certain benefits to the at-fault party, in the form of limited tort immunity. In other words, even though it may be established that the other party was negligent in causing the car car accident and the plaintiff's associated injuries and damages, the plaintiff must meet certain conditions before compensation beyond of that provided under the statute can be received.

The Florida No-Fault Statute provides for the injured parties to first seek payment of treatment with their own insurance company, regardless of who was at-fault. It also requires that to be entitled to make any claim for any compensation other than unpaid bills and/or unpaid lost income, the injured claimant must be able to prove, within a reasonable degree of medical probability, that she or he has sustained a significant permanent injury.

Accordingly, an appropriate health care provider must give an opinion that you are permanently injured to make further recovery. This is another reason for you to seek treatment for your injuries and pain from the appropriate health care providers, and attend all of your appointments.

Assuming circumstances dictate that litigation is the chosen option and the plaintiff is unable to prove to a jury's satisfaction that the plaintiff suffered a permanent injury; the plaintiff's claim against the at-fault party is limited to seeking payment of unpaid economic damages, which is typically the unpaid medical bills incurred. That means, in this example, the plaintiff would not be able to pursue a claim for pain and suffering, also referred to as non-economic damages, which compensate injured parties for elements of damage associated with the pain and suffering inflicted upon you and the change in your quality of life. If that is proven to be the case, the jury would not proceed forward to access an award of non-economic damages, and would be instructed to limit any award to only economic damages.

Absence of a permanent injury also has other limiting implications. If it is determined that the plaintiff did not sustain a permanent injury, obviously there would be no basis for asserting a claim for future damages. Proof of a permanent injury is often subjective and can be contested by the defense, ultimately leaving it up to a jury to decide based upon evidence provided and presented at trial. As a result, this uncertainty during the pretrial stage and trial lends itself to negotiation issues.

While not all injuries will be permanent in nature, it is important that you immediately seek treatment for your injuries and pain from an appropriate medical provider and follow your medical providers' advice regarding your treatment and care. Medical providers often advise that they will not be able to provide an opinion as to permanency without a sufficient period of evaluation of a particular patient. Accordingly, it is important that you attend all of your appointments, and provide your medical providers with a detailed description of what you are experiencing. Should you feel that the medical treatment and care that you are receiving is not improving your condition, you must tell your medical provider and not simply stop attending your appointment, as lack of improvement with treatment may assist your medical providers in developing an opinion regarding permanency of your injuries.

C. REASONABLE AND PRUDENT PERSON STANDARD

The reasonable and prudent person standard is applied to the actions of you and other parties involved in an incident. In other words, the question is: What would a reasonable and prudent (careful) person do under the same or similar circumstances? Actions that seem to deviate from that standard can be considered factors that may be equated to a negligent act, or a failure to act the way a reasonable person would in given circumstances. We, with your help, will present evidence that the opposing party did not act as a reasonable and prudent person. On the other hand, the opposing party and his or her insurance company will most likely raise as many defenses as they can think of to try to show that you did not act as a reasonable and prudent person to attempt to show the opposing party was not liable or responsible. If the defense is successful, a jury may find that you bear some degree of fault in this matter.

D. COMPARATIVE NEGLIGENCE

In regard to establishing evidence of the negligence of the at-fault party/defendant, the state of Florida is considered to be a "Comparative Negligence" state. What that means is that a simple finding of negligence

on the part of one party does not necessarily mean that the negligent party will be required to shoulder all of the liability for payment of injuries and damages. Despite the determination that another party acted negligently, if your actions are also deemed to be negligent and partly responsible for the accident, you bear some responsibility for the causation of the car accident and the resultant injuries and damages. Thus, out of 100% of fault (negligence) that can exist, a judge (in a nonjury trial) or jury (in a jury trial) will be asked to assign the percentage of negligence/fault that they deem appropriate to each of the parties involved, and bear some responsibility for the causation of the incident and the resultant injuries and damages.

By way of an example, a judge or jury might assign all or some percentage of the fault in the causation of the incident to you based on the actions you exhibited. Similarly, a judge or jury may assess all or some percentage of the fault to the defendant. In other words, for example, if you were assigned 50% percent responsibility for the causation of the car accident and the defendant driver was also found to be similarly negligent (50% responsible), your claims for compensation would be reduced by your respective percentage of negligence. In this example only 50% of your ultimate entitlement to compensation would be awarded to you.

Based on the circumstances surrounding an incident, the application of the above rational may make an insurance company's offer not as unreasonable as it seems on the surface but deserves serious consideration.

E. MITIGATION OF DAMAGE

Following an accident, you must do everything reasonably possible to resume your normal daily activities. This is commonly referred to as "mitigate your damage". For example, the insurance company will not allow for lost wages for not going to work because your vehicle is non-operable. You must find alternate means to continue work.

On the other hand, if you have a doctor's excuse or you cannot perform your work activities because of you injuries, you should comply with your doctor's advice and stay home. It is important to document any and all absences or missed time at work and a claim for lost wages should be made.

F. PRIOR INSURANCE AND INJURY CLAIMS

Most, if not all, insurance companies have access to a database that lists all prior claims of an individual. This database may also specify prior injuries claimed, and the insurance company will usually obtain such information. If a claim is made that there were no prior claims or no prior injuries and the insurance company discovers that there were, the insurance company will interpret this as the current claim is a fabrication. Therefore, it is very important that you inform us of all prior claims and injuries. Some of this information is requested in the "Motor Vehicle Questionnaire" that we requested you complete and provide to us.

G. CRIMES COMMITTED

It is common for the at-fault party's insurance company to have a background check done on plaintiffs such as you and to ask the plaintiff if there is any criminal record. Unfortunately, a criminal record for crimes for which your punishment has ended in the past 10 years may be used against you in court. Your credibility may be attacked by the opposing party based on your criminal record or other bad acts. This may cause a jury to find in favor of the opposing party or substantially reduce any judgment entered by a jury. In any event, it best for you to inform us about any criminal record so we can attempt to minimize the repercussions associated with a criminal record. You should immediately inform us of any crimes you have been accused of within the past twenty (20) years regardless of whether or not you pled guilty or were convicted for the crime.

H. WORKERS COMPENSATION

If you are injured on the job or while you were undertaking a work related matter, Florida Workers Compensation law may apply. Please make sure that you inform us whether you were injured while working for your employer.

In Florida, the Worker's Compensation statute provides the insurance company that made payment on the injured employee's behalf are entitled to a lien against the proceeds of a third party settlement to the extent of all payments previously made and for ongoing and future treatment and loss of income expenses. This will need to be evaluated if you were injured while working.

XI. STAGES OF YOUR CASE

Every case has many different aspects to it. We will work together to achieve the proper result. If you ever have any questions regarding the development of your case, you should contact your personal injury attorney or client manager, who can schedule a telephone conference with your attorney. To give a basic understanding of how a case may progress, the following addresses five (5) stages:

- Pre-Litigation/Pretrial Stage.
- Demand-Settlement Negotiations Stage.
- Litigation/Trial Stage.
- Settlement-Closing Stage.
- Appeal and Post-Judgment Motions Stage

Each of the above is addressed below:

XII. PRELITIGATION – PRETRIAL STAGE

Your main objective is to recover from your injuries. The second is to hold the ones responsible for causing your injuries accountable, which includes paying a reasonable compensation for your injuries, pain, and suffering. As discussed, during the prelitigation or pretrial phase of your case, you must obtain appropriate medical treatment. We also need your help in investigating and gathering documents, records, and facts of the case and other information. With your help, the case can be bettered prepared.

Once you have retained John Bales Attorneys to represent you, your file will be assigned to an attorney and client manager on the pretrial team. This team will initiate the claim with the at-fault party and his or her insurance company, and begin gathering information, documents, and records to support your case. It is important to remember that each case is different, as your case is medical document driven and each individual's medical requirements differ.

We will inform the at-fault party and his or her insurance company that we are representing you and request that they provide the proper insurance policy documents. Obtaining the available bodily injury insurance coverage for pain and suffering claims may take an extended period of time because some insurance companies fail to give us the insurance policy or only parts of it.

From this point forward, all communications with the insurance company and/or the at-fault party should be directed to our office concerning the personal injury or bodily injury claims. You should not receive any communication directly from the insurance company and/or the at-fault party.

As to your property damage claims, almost all of our clients prefer to handle their own property damage claims with the insurance company so that there will not be an attorneys' fee associated with any recovery for property

damage. Accordingly, we do not take any action with regard to our client's property damage claim unless they ask us to do so in writing. If the insurance company indicates that they will not discuss your property damage claim with you, please let us know and we will contact the insurance company to inform them that they can address with you the property damage claim only.

In the event that the insurance company or at-fault party contacts you directly, you should advise him or her that you are represented by a car accident attorney and direct him or her to contact your John Bales Attorneys team. It is important that you do not discuss any aspects of your injuries, pain, health, or case with the insurance company or at-fault party, except for discussing the property damage claim with the insurance company.

The pretrial team will gather the initial documentation such as the at-fault party's insurance information, the car accident report, your relevant medical records and bills that we are aware of, and other related items to support your case. When your case is in a position to be negotiated, the pretrial attorney initiates negotiations with the insurance company and/or at-fault party, in an effort to settle your claim based on your needs and discussions with your attorney.

A. MEDICAL CARE AND TREATMENT

As discussed, your health and well-being are more important than your case. This is the reason we always strongly encourage our client to seek all necessary care from the appropriate health care providers.

1. CURRENT AND CONTINUING TREATMENT FOR INJURIES, AND PAIN AND SUFFERING

It is important for your health that you attend all of your scheduled treatments recommended by your doctors and other health care providers. Please seek and continue to obtain appropriate health care and/or continue treatment for all of your injuries and pains. We encourage you to see the doctor or other health care provider of your choice. Upon your request, we can give you at least three names of doctors or health care providers that other clients have reported to us provided good care to them, but, of course, it is your decision.

Each of your doctors and other health care providers should be informed of all of your pains and injuries and kept fully informed of your condition at all times. As we discussed, it is important for your health and to your case, that you attend all of your scheduled treatments recommended by your doctors and other health care providers.

Generally, insurance companies will only acknowledge and assign value to injuries that are reflected within the medical records. Thus, an insurance company will claim that you are not truly hurt if, among other things, (1) you did not fully inform each of your doctors or health care providers of all of your injuries or pains, (2) you are not receiving the appropriate care, or (3) you are not keeping appointments, which is usually noted in the medical records.

You should maintain consistent medical treatment with your medical providers. Another issue the insurance companies will look for is any gap in your medical treatment. In other words, if you do not treat for an extended period of time, which can be as little as 3 weeks to several months, the insurance companies will use this as a means to minimize your claim. We understand that often it may be difficult to get to your medical providers for different reasons, such as lack of transportation. If, for any reason, you cannot continue to treat regularly, please be sure to call us to discuss.

Once the doctors believe that you have treated for a sufficient period of time in order for them to render an opinion on your medical condition, they may provide us with a report that will be used in prosecut-

ing your claim. It is important to remember that the insurance company may use these medical records and reports to evaluate your claim. This means that the timeline of your case can depends upon the status of your medical treatment.

2. KEEP US UPDATED ON ALL HEALTH CARE PROVIDERS YOU SEE

Please provide us with the names and addresses of all doctors and other health care providers that you treated with before this incident, are currently treating with, or treat with in the future, so that we can assemble your records.

3. OBTAIN A COPY OF YOUR MEDICAL RECORDS FROM YOUR MEDICAL PROVIDERS AND GIVE US A COPY

Your medical records may help in presenting your case. You can and should get medical records and reports from your doctors, clinics, or hospitals, as this can reduce costs and expedite your case. Remember, any help you can give will further support your case.

4. PAST TREATMENT FOR SIMILAR INJURIES FROM PAST ACCIDENTS OR HEALTH CONDITIONS

Please also inform us of any treatment of any similar injury or pains prior to the incident. The insurance company will most likely discover any past medical records. It will help your case if you advise us about those treatments before the insurance company does.

B. KEEPING YOUR TEAM INFORMED OF CURRENT HEALTH CONDITIONS AND OTHER DEVELOPMENTS

It is also important that you keep your John Bales Attorneys team informed of your current health conditions and all other developments in your case. While we may at times contact you about this during the legal process, you must also be sure to keep your team informed of changes. You should call or write us with all such information including, but not limited to, the following:

- You are contacted by an adjuster or representative from an insurance company or attorney's office. (None of these parties should be calling you and if they do, you should just tell them to call us.)
- When you have a new medical appointment scheduled.
- A medical provider gives opinions about your injuries.
- You are referred to an additional or new doctor or health care provider.
- You have been treated at a hospital, rehab center, nursing home, and/ or other facility.
- Your doctor tells you that they have discovered that you suffer from an illness that they did not know about previously and did not tell us about.
- Your doctor tells you that he will give you an opinion about you being disabled and/or unable to return to work.
- There is any other change in your conditions or health.
- You receive any written or oral communication from the at-fault party or his/her representative.
- You receive any payment from the at-fault party or insurance company.
- You will be out of town for an extended period of time.

- Your address, email address, or telephone number changes.
- Your ability to work changes.
- You have any questions or comments about your case.

C. REPRESENTATION, INSURANCE, PRESERVATION, AND DEMAND LETTER

At the appropriate time, we will send a correspondence to the at-fault party(ies) and and/or insurance company(ies) that informs them we represent you in this matter and request they (1) provide us with insurance coverage information and other records and documents needed to evaluate your claim and (2) preserve certain evidence relating to your case.

Pursuant to your authorization, we also demand that they comply with their obligations under Florida law to investigate the incident and make a fair and reasonable offer. Unfortunately, the insurance company does not timely respond. If the insurance company requests a demand for a specific amount, this specific amount is addressed as discussed in more detail below in the section titled Settlement Negotiations.

D. POTENTIAL INSURANCE COVERAGE

We will seek to discover the insurance coverage of the at-fault party and yours. Florida law requires each driver of a car to have a minimum coverage of $10,000.00 in personal injury protection (PIP) and $10,000.00 in property damage. Unfortunately, the State of Florida does not require a driver to have bodily injury coverage, which protects persons the at-fault party injured in the incident, such as people like you. Even worse, some drivers do not even have this minimum coverage.

During the investigation phase of your case, we will attempt to discover if the at-fault party has any of the following coverages:

- Bodily Injury Insurance Coverage
- Medical Payments Coverage

We will also attempt to discover the insurance coverage you may have, including the following:

- Personal Injury Protection Benefits (PIP)
- Underinsured/Uninsured Motorists Coverage.

E. PERSONAL INJURY PROTECTION BENEFITS (PIP)

Overview of Personal Injury Protection Coverage

As stated above, Florida is referred to as a "No-Fault State." That means that under Florida law, all owners or operators of a vehicle on the State's roadways, are required to purchase a certain minimal coverage to protect themselves and others that they may encounter. This "No-Fault coverage" is also referred to as Personal Injury Protection ("PIP").

Receiving Compensation

If you are involved in an incident, regardless of who is at-fault, and if you are injured and require medical attention or experience lost income, you first seek to pay your medical bills through your own PIP coverage. The law provides that insurance companies offer at least $10,000.00 per person in PIP coverage, which would be available to you to pay a combination of 80% of your medical expenses and if applicable, 60% of any lost income up to a combined total of $10,000.00.

You also may be entitled to recover the expenses associated with traveling to and from your healthcare providers, if your PIP benefits have not been exhausted. You should request a mileage tracking form from your client manager and record each time you travel for treatment by a health care provider. You can make copies of it or send us a request for more forms, if they are needed. When you complete all lines on the form or complete your treatments, please forward it to us so that it may be submitted to your PIP insurance company's adjuster.

In the event you were a passenger or bicyclist and did not own a vehicle or reside with a resident relative that owned a vehicle, you may be entitled to receive PIP benefits under the at-fault party's automobile insurance carrier. It is important to speak with your personal injury attorney regarding your potential eligibility to PIP benefits. Remember, the PIP application must be completed by you, and signed and dated at the bottom.

Coverage Limitations Including Emergency Medical Condition (EMC)

Rather recent legislative changes in the law imposed further limitations on PIP benefits for persons injured like you. It is important that you take a moment to review these limitations and how they could potentially affect your claim.

First, you must seek medical care within the first fourteen (14) days of your injury to be eligible for PIP benefits. This means that if you are the type of person who tries to avoid incurring medical expenses until you determine if you may improve without care, you are risking losing benefits for which you are entitled. If you do not seek that care within the first 14 days of your injury, your PIP coverage may drop to zero and you are left to seek other means to obtain treatment and pay the associated expenses.

Additionally, while you are required to pay premium for PIP coverage limits of $10,000.00, unless your physician states you sustained an "Emergency Medical Condition" ("EMC") as defined by Florida law within the 14 day period, your coverage decreases to only $2,500.00. Therefore, it is very important to seek medical treatment within the 14 day period.

Second, Florida law further reduced your entitlement to choose the type of physician with whom you wish to seek treatment that will be paid by PIP. For example, certain types of chiropractic care may not be covered by PIP.

Wage Loss Verification

Included in the potential "PIP" benefits that you may be eligible for, you may also be able to apply 60% of your PIP benefits for lost wages. If you were (1) employed at the time of the accident, (2) have been unable to work because of the accident, and (3) you choose to file a claim for lost wages, your employer should complete the "Wage Loss Verification" form and return it to us. There are certain requirements that must be met before a lost wage claim can be paid by an insurance company.

Please understand that PIP benefits are for a maximum of $10,000.00. If medical providers make claim to the entire amount of PIP coverage before you make your claim for lost wages, you will not be able to recover such under PIP benefits. We can still try to claim it in the claim to the at-fault party's insurance coverage, if there is any.

If you wish to file a wage loss claim for these benefits, please immediately call your client manager to schedule a telephone conference with your accident attorney. We recommend a prompt response, because, as stated above, if the PIP benefits are exhausted prior to you making a wage loss claim, you may not be able to recover your lost wages from this particular type of coverage. If you have not lost any time from work or you choose not to file a claim for lost wages to be paid by PIP benefits, it is not necessary for you to have your employer complete the "Wage Loss Verification" form.

1. LIABILITY-BODILY INJURY INSURANCE COVERAGE

Bodily injury insurance coverage is the amount of coverage that the at-fault party has purchased. As stated above, Florida law does not require Florida drivers to have such coverage. However, many responsible drivers do, so it may be available to you. This coverage is to pay the injured party for medical bills, pain, and suffering. The amount will be specified in the at-fault party's insurance policy and declaration page. We request this from the at-fault party's insurance company as soon as we are aware of the insurance company's name.

2. MEDICAL PAYMENTS (MED PAY) COVERAGE

In some circumstances, at-fault parties may feel that, in light of the significant rise in the costs of medical treatment, PIP coverage may not be sufficient and choose to purchase additional medical coverage from their automobile insurance company to supplement PIP. This Medical Payments Coverage is sometimes referred to as "Med Pay" and can be purchased in specified amounts at an additional premium.

Please make sure you inform us whether your insurance policy included medical coverage.

3. UNINSURED/UNDERINSURED INSURANCE COVERAGE (UM)

The underinsured/uninsured insurance coverage (UM) is provided under your insurance policy. It covers you if the at-fault party has no insurance coverage for your bodily injuries or has an insufficient amount of coverage for your injuries. Depending on the case, we may demand the UM coverage at the time the demand is sent to the at-fault party's insurance company. Sometimes it will be requested after the at-fault party's bodily injury coverage has been exhausted and paid. A question that is sometimes asked by a client is whether making a claim for UM will raise the client's insurance premium. Our answer is that we believe it should not, but some insurance companies may raise it. It will depend on your insurance company.

F. INVESTIGATING AND EVALUATING YOUR CASE

We will investigate and evaluate your claim. An important part of this investigation and evaluation is the records, documents, and other information that support your claim. This includes medical records, police reports, and witnesses. Much of this information can be obtained by you. Without your help your case cannot be as well prepared.

G. WITNESSES

Another important way to help establish your claim is to obtain statements from eye witnesses who are willing to describe first-hand knowledge of what caused the accident. We also need witnesses who can testify how the injuries and pains you suffered in the car accident (1) caused you to not be able to do things you could do before, (2) changed the way you do things, (3) changed the way you act, and (4) caused other changes. These types of witnesses are often referred to as "B & A" witnesses for "before and after" the incident witnesses.

Accordingly, we request that you provide us with the names and contact information of co-workers, friends, family members, former clients/customers, and/or others that are willing to testify about the facts relating to the incident and your pains, injuries and conditions.

H. TRAFFIC ACCIDENT REPORT (POLICE REPORT)

The traffic accident report is prepared by the police officer that investigated the car accident . It is often relied upon by insurance companies to deny claims. While it is an important document, under Florida law it cannot be used to establish liability but is used by the insurance company to deny or reduce the amount of your claim.

I. DOCUMENTS, RECORDS, AND INFORMATION

Important evidence in your case is documents and records relating to your injuries and pains. If you have not already done so, you should immediately provide us a copy of any and all records and documents concerning your case that are in your possession, custody, or control.

We also encourage you to ask your medical providers for a copy of your records and then provide us with those records. This information is important in your and our efforts to be successful in your case. Please provide us with any information or documentation that relates to the following or anything else you believe are relevant to your case:

- Injuries you suffered from the car accident.
- Names of all medical providers with which you treated for injuries related to the car accident.
- Treatment provided by that medical provider for injuries related to the car accident.
- Treatment by medical providers that was not related to our car accident.

A complete history of any prior incidents (accidents), injuries, underlying medical conditions that pre-existed this incident or were worsened by this incident.

Please assist us in our effort to help the environment by "going green" and not using paper. We request that you email us all documents or provide us an electronic disc with all documents and records in PDF format and all videos in mp2 format. If you need for us to send you a disc, we would be happy to do so.

In any event, please do not provide us with any original documents. You should keep in your possession in a safe place all documents you have. We only need copies.

J. LOST WAGES

You must advise us of any wages that you lost because the injuries suffered in the car accident prevented you from working. We can then attempt to recover a portion of them if your PIP benefits have not been exhausted. We sent you with the initial representation package an "Authorization for Release of Employee Personnel Information". Please make sure that it was accurately and completely filled out and signed by you. You must provide us with it as well as the fully completed "Motor Vehicle Accident Questionnaire", which requests information from you about your employer. With this information, we can then attempt to recover for the wages you were not paid for missing work because of the injuries, pain, and suffering relating to the incident.

K. MILEAGE TRACKING FORM

We will attempt to recover travel expenses related to medical treatment on your behalf from any personal injury protection coverage ("PIP") you may have, if the limits have not been exhausted. To do so, we need for you to complete the "Mileage Tracking Form" that was provided to you when you received the initial representation package. This needs to be requested from your insurance company's PIP adjuster as soon as possible before your PIP limits are reached through payment of medical bills.

L. LETTERS OF PROTECTION REQUESTED BY HEALTH CARE PROVIDERS AND OTHERS

Health care providers ("Providers") and others may sometimes request that you enter into an agreement in which you agree to pay the Provider's costs and expenses from any settlement you may receive. This agreement is commonly referred to as a "Letter of Protection," also known as a "LOP," and can substantially affect your rights and entitlement to any settlement proceeds.

Therefore, we recommend that you do not sign any such agreement with a health care provider or anyone else. If you decide to enter into a LOP, we recommend that you insist on them using our standard form LOP. Additionally, you should carefully read the below discussion about an LOP, the agreed upon LOP, and make sure that you fully understand all terms and conditions. Please do not hesitate to call us to make certain all of your questions and comments are completely answered prior to authorizing and signing such an agreement.

Our standard form LOP will relate to your incident. It is not binding and may not be enforceable until signed and dated by you, the Provider, and an auto accident attorney from John Bales Attorneys. In essence, it states (1) the Provider agrees to render care and treatment to you for injuries sustained in the Car accident, and (2) you have authorized and instructed John Bales Attorneys to distribute payment to the Provider for services rendered by Provider to you as a result of injuries sustained in the incident out of the proceeds of any settlement or judgment recovered as damages from the incident to the extent funds are available on a pro rata basis after attorneys' fees and costs have been paid.

An alternative to providing a LOP is to ask your healthcare provider to submit their charges directly to your automobile insurance company for PIP (personal injury protection) benefits and/or medical payment benefits. We recommend that such benefits be exhausted before the LOP is issued.

Another alternative to providing a LOP is to ask your healthcare provider to submit their charges directly to your private health insurance, if any, or any other type of coverage you may have including Medicare and/or Medicaid. If any benefits are paid under such health coverage, the payor of such benefits will have the right to assert a lien against any recovery you receive. Although we will attempt to obtain a reduction in the amount owed to the payor, we do not know whether the payor will agree to accept such a reduction.

Of course, you may also choose to pay for all charges in cash when services are performed. Some healthcare providers may agree to give a substantial discount for cash payments.

Please understand that your healthcare provider may insist upon receiving a LOP from you before providing further service. You will then need to decide whether you would like to agree to a LOP or whether you wish to obtain another healthcare provider.

If you decide to enter into a LOP agreement with the healthcare provider, we will attempt to obtain a reduction in the amount owed to the Provider at the time of any settlement. However, we do not know whether the Provider will agree or accept a reduction of its bill. Accordingly, you could be obligated to pay the full amount claimed to be owed by the Provider. By entering into this agreement, John Bales Attorneys will not be able to distribute any settlement proceeds to you until resolution of the Provider's costs and expenses. Additionally, this agreement cannot be cancelled without the Provider's written agreement to cancel the Letter of Protection.

Once you fully understand and approve the terms and conditions of an LOP, we will ask that you sign and date it. We will then forward the LOP to the Provider for them to sign and date. Upon our receipt of the executed Letter of Protection from the Provider, we will then sign and date it as well and send you and the

Provider a fully executed copy.

Again, if you have any questions or comments, please do not hesitate to call us.

If you decide to enter into a LOP agreement with the healthcare provider, we will attempt to obtain a reduction in the amount owed to the Provider at the time of any settlement. However, we do not know whether the Provider will agree or accept a reduction of its bill. Accordingly, you could be obligated to pay the full amount claimed to be owed by the Provider. By entering into this agreement, John Bales Attorneys will not be able to distribute any settlement proceeds to you until resolution of the Provider's costs and expenses. Additionally, this agreement cannot be cancelled without the Provider's written agreement to cancel the Letter of Protection.

Once you fully understand and approve the terms and conditions of an LOP, we will ask that you sign and date it. We will then forward the LOP to the Provider for them to sign and date. Upon our receipt of the executed Letter of Protection from the Provider, we will then sign and date it as well and send you and the Provider a fully executed copy.

Again, if you have any questions or comments, please do not hesitate to call us.

M. EXAMINATION UNDER OATH (EUO) FOR PIP COVERAGE

Sometimes the insurance company that provides Personal Injury Protection coverage ("PIP") requires the person that receives PIP to undergo an examination under oath ("EUO"). If this is demanded by the insurance company, we will attend this EUO with you only as your accident attorney for your personal injury claim because we only represent you for your personal injury claim. Because we do not represent you for your PIP claim, we encourage you to retain separate counsel to represent you in that regard.

Your testimony is one of the most important parts of the case. Typically, before my clients testify I discuss with them the proper conduct at an EUO and the approach a witness should consider. We believe it is necessary that we address the case and your expected testimony no matter what experience you may have concerning EUOs, depositions, or other testimony related a legal proceeding.

To give us the opportunity to make any final preparations for your EUO, we should speak at least one (1) week prior to the EUO. We recommend that you come to our office so we can meet with you in person to prepare for your EUO. We believe that an in person meeting with you, where we review records and other materials in the file, will better prepare you for your EUO. Of course, if you would like to have other discussions about your EUO, please do not hesitate to call us to schedule additional meetings and/or telephone conferences.

If an EUO is demanded, please ask us to provide you with the Examination Under Oath Preparation Booklet. Many clients have found this information helpful to prepare them for their EUO. We will request that you read this Examination Under Oath Preparation Booklet in detail prior to our pre-examination under oath conference.

XIII. DEMAND – SETTLEMENT NEGOTIATION STAGE

Pursuant to your prior instructions, we are always looking for opportunities to settle your case for a reasonable amount. At the time we initially informed the opposing party's insurance company of our representation of you, we requested that they comply with their obligations under Florida law to investigate your case and pay a reasonable sum to resolve it. We sometimes send a follow up letter requesting that they do the same thing. If the insurance company responds to such requests and makes an offer, we will obtain your authorization before

responding.

Unfortunately, many insurance companies will not even consider a personal injury case until the extent of your injuries, pain, and suffering, as well as the case facts, can be determined to their satisfaction. While we often do not consider this reasonable, we will attempt to negotiate your case with the at-fault parties and/or insurance companies pursuant to the authority you have provided us. At the appropriate time, a demand for a specific amount will be made to the at-fault party's insurance company to settle your claim based on the information and documentation we have provided and they should have obtained. Of course, prior to sending the demand for a specific amount, your personal injury attorney will obtain authority from you to demand a specific amount. This negotiation process is usually frustratingly slow because the insurance company is very slow to respond.

The amount of time that a case remains in the pretrial phase is dependent upon the status of your medical treatment and the negotiations with the opposing party's insurance company. In the event that all negotiations with the opposing party's insurance company result in an impasse, your personal injury attorney will discuss with you whether your case should be transferred to the litigation/trial team. Although the litigation process can be lengthy and difficult, it may be necessary in order to protect your legal rights.

A. DEMAND FROM YOU TO AT-FAULT PARTY AND/OR INSURANCE COMPANY

In most cases, settlement negotiations start when you send a demand letter to the at-fault party and/or the insurance company demanding that it resolves your claims. If a demand letter is necessary in your case, we will prepare it for you based on the representations you make to us. Once prepared, we will request your approval of the amount being demanded. When we send it to the at-fault party and/or the insurance company, we will also send you a copy and ask you to review it and inform us of any improvements or inaccuracies in it, such as the facts and the extent of the injuries and pains. Unless we hear otherwise from you, we will assume you are completely satisfied with it.

Almost always, the at-fault party will challenge the facts in the demand letter and make an investigation to find records, documents, and witnesses that will dispute them. Please make sure we are aware of all information and witnesses whether good for your case or bad.

Your demand will include your preliminary offer to settle your case and will represent the potential recovery you might receive only if you prevail in a jury trial. You should not view the amount of your preliminary offer as the amount you will recover in your case because it usually is not. Instead, it is a negotiation tool meant to assist in your efforts to maximize your recovery by giving you room to negotiate with the at-fault party and/or the insurance company. The reasonable settlement amount of your case will likely be less than demanded because of weaknesses in your case and issues relating to the calculation of the preliminary offer, including the following:

1. BASED ON FACTS MOST FAVORABLE TO YOU

The preliminary offer will be based on the facts, records, and documents most favorable to you. It does not take into account any negative facts, records, and documents the at-fault party and/or the insurance company may present throughout your case, including at trial. The at-fault party and/or the insurance company will likely provide facts, records, and documents favorable to it that significantly decrease the value of your case and weaken the amount of your preliminary offer.

2. IGNORES THE RISK AND COSTS, AND FRUSTRATIONS OF LITIGATION

The preliminary offer does not take into account any of the risks you take on by continuing and litigating your case. These risks decrease the value of your claim because of the possibility you may recover nothing at trial. Some of these risks are discussed in the section titled Considering Settlement Offers Made in Your Case. Please read through that section carefully every time you decide to consider (a) making a settlement offer or (b) accepting/rejecting an offer made by the at-fault party and/or the insurance company.

In our experience from prior cases, the at-fault party and/or the insurance company may respond with a counter-offer. The at-fault party and/or the insurance company's counter-offer may be as little as nothing. Of course, we will discuss all offers we receive from at-fault party and/or the insurance company with you. We will not accept or reject any offers without your approval.

B. COUNTER-OFFERS FROM AT-FAULT PARTY AND/OR INSURANCE COMPANY

The at-fault party's insurance company almost always does not respond to your demand or will make a counter-offer. We will advise you of the response and discuss it with you to obtain your instructions and authorization on how to reply.

C. CONSIDERATIONS RELATING TO SETTLEMENT OFFERS

There are many issues for you to consider when deciding (a) to make a settlement offer or (b) whether to accept or reject an offer from the at-fault party's insurance company. Some of them are listed below. Of course, if you wish to address others, please do not hesitate to call us.

As agreed, neither you nor we will settle your claim without first obtaining the consent of the other. You have agreed to us making a demand to the responsible parties and/or insurance companies to settle your claim based on the information and documentation provided to us. If the responsible parties and/or insurance companies do not make an offer that is acceptable to you, we will address the options available to you including potentially filing a lawsuit on your behalf, if we agree to do so.

1. RESOLUTION OF CLAIM AT THIS TIME

Settlement resolves your claims without trial. By continuing on with litigation and trial, it may be a year or two before the case is resolved. For example, even if we prevail at trial, the at-fault party and/or the insurance company can appeal that judgment, meaning your claim is not yet resolved. By settling, we should be able to conclude the matter so that you may receive your portion of the settlement money in a fairly short period of time after a settlement is reached.

2. MORE LIKELY TO RECEIVE SETTLEMENT FUNDS SOONER

You are more likely to actually resceive the funds sooner by settling. You avoid a trial that can take several years, and even if you prevail at trial, you avoid the potential appeal that can take several more years.

You may actually receive the funds by settling. Sometimes the at-fault party does not have insurance or sufficient insurance and is not solvent by the time a judgment is entered. Therefore, even if we obtain a judgment, we may not be able to collect any funds from the at-fault party based on the judgment.

Accordingly, you need to pay particular attention to the at-fault parties' ability to pay a judgment and the amount of coverage the at-fault party has because they may not have sufficient money and/or assets. Also, if we proceed into the discovery process, the at-fault party may incur significant legal expenses to pay their attorney. This could potentially exhaust the money and/or assets they currently have and you may not recover from the at-fault party.

Even if the at-fault party and/or the insurance company do have sufficient money and/or assets, they may decide to not pay any judgment. While an attempt may be made to collect on any judgment, we do not handle this type of law and you will need to find a separate attorney that does.

3. SETTLEMENT AVOIDS EXTENSIVE DISCOVERY

If the case is not settled, the parties will most likely take extensive discovery that will include deposition of you, witnesses, health care providers, employers, and others. During this time, the at-fault party and/or the insurance company may learn facts that weaken your claim. These facts may be used against you at trial to reduce or eliminate the value of your claim.

If the case is not settled, the parties will most likely take extensive discovery that will include deposition of you and other witnesses. During this time, defendant's counsel may learn facts that weaken your claim. These facts may be used against you at trial to reduce or eliminate the amount of hours you claim you are owed. This will also add to the attorneys' fees and costs and will require the litigation to become more complicated.

You should also consider the amount of time you will likely be required to spend responding to discovery requests from defendant's counsel, which may include you (1) responding to (a) written interrogatories (questions), (b) requests to produce certain documents and records, and (c) requests to admit to certain facts and (2) give a deposition. Each is discussed in more detail below and raise further considerations. For example, you may have to take a full day or more off of work because your deposition could last all day. Unfortunately, you will probably not be able to recover the lost wages that result from your time spent at a deposition.

4. LESS COSTS INCURRED WHICH MAY INCREASE YOUR RECOVERY

While we have agreed to advance the costs associated with pursuing your case, these costs must be reimbursed when and if the at-fault party's insurance company pays a recovery amount as provided in your Authority to Represent and Contingency Fee Agreement that you signed. These costs can be substantial, especially the further the case proceeds. The costs for litigating a case including discovery and experts can be a high dollar amount. Some of the costs associated with pursuing your case are listed in your agreement with us. They include, but are not limited to, the cost of filing suit, service of process, discovery, experts, document copies, electronic research, etc.

5. POTENTIAL EXPOSURE TO OPPOSING PARTY'S ATTORNEYS' FEES AND COSTS

If a suit is filed and you lose the suit, you most likely will be required to pay the costs incurred by any winning parties/defendants. You may also be required to pay opposing party's attorneys' fees under certain circumstances. For example, if the opposing party is successful in meeting the requirements of a Proposal for Settlement, you would be required to pay the amount of fees awarded by the court. See the section below on Proposal for Settlement. You may also be required to pay fees if the opposing party is successful on a motion for attorneys' fees pursuant to section 57.105, Florida Statutes, which is ad-

dressed below.

6. PAYMENT OF COSTS AS CASE PROGRESSES

We have agreed to advance certain costs on your behalf and to only recover them if you receive any amount from the at-fault party and/or any insurance company. Under the Authority to Represent and Contingency Fee Agreement, we, in our sole discretion, decide on the costs and expenses to advance. We are not obligated to advance any costs/expenses or pursue any claim if we, in our sole opinion, believe it is not feasible to do so. If in our sole opinion your claim is not feasible to pursue but you wish to pursue such claim, and we are agreeable to do so, then you must pay and advance all costs/expenses from that date forward.

7. CRIMINAL RECORD

Unfortunately, a criminal record for crimes that occurred in the past ten (10) years may be damaging to your case. Your credibility may be attacked by the at-fault party and/or the insurance company based on your criminal record or other bad acts. If they succeed in attacking your credibility, the jury may believe the fault party and/or the insurance company's assertions that you falsified your claim, injuries, and pains. This may cause the jury to find in favor of the at-fault party and/or the insurance company or substantially reduce any judgment entered by the jury.

XIV. LITIGATION – TRIAL STAGE

If we are unable to reach a settlement agreement with the at-fault party and/or the insurance company during the pre-litigation/pretrial stage, we will need to address the potential of proceeding to litigation and ultimately trial. The litigation process is often lengthy and unpredictable. There is no guarantee when it will be completed or what results will be achieved, especially considering the jury's inclination to not perceive plaintiffs in a positive light. The following outlines the rather typical litigation process. Of course, your case may be different, but this will give you a basic understanding of the process.

A. DECIDING WHETHER TO TAKE A CASE TO LITIGATION

It is ultimately your decision on whether to file suit, if the Trial Team is of the opinion that the case should go to litigation. Your accident attorney will discuss with you the potential benefits and risks associated with proceeding to trial. Once suit is filed, it can take several years or more to obtain a trial date. During that time, you will be required to participate in the litigation process and make yourself available for the related discovery process, including depositions, compulsory medical examinations and live testimony at trial. Obviously, no one can assure you of what a jury might decide when the jury is presented with having to make a decision that involves addressing the issues in your case. The jury's decision can substantially impact whether or not you may realize any net recovery after payment of all the fees, costs, provider balances and liens, as well as determining whether the defendants might have a right to pursue you to recover some portion of their fees and expenses.

If both you and your attorney agree that your case should be transferred to the litigation team, you will be assigned a trial attorney and client manager. This team will then begin preparing your formal complaint and associated court documents. Once the complaint has been filed, there are certain court-imposed timeframes associated with your case. Your trial attorney will discuss this timeline with you and keep you informed of the litigation process.

A complaint will be drafted and filed with the Clerk of Court. We will then attempt to have the complaint served upon the defendant(s). The defendant(s) will have twenty (20) days after service to respond to the complaint. Commonly, at that time, you will be asked by the defendant(s) to respond to written interrogatories (questions), requests to produce certain documents and records, and possibly attend a medical evaluation by a doctor of the defendant(s)' attorney's choice. Thereafter, your deposition may be taken by the defense attorney. We may also take depositions and other discovery from the opposing side. After your deposition, a mediation conference may be scheduled in an effort to resolve your case before proceeding to trial. Mediation is a procedure where an independent person meets with all parties and attempts to get the parties to settle the case.

B. ATTORNEY FEES AND COSTS

Litigation will require a substantial increase in the amount of attorneys' time and costs needed to litigate your case in court. Consequently, pursuant to the Authority to Represent and Contingency Fee Agreement that you signed, our attorneys' fees will increase to 40% of any and all recoveries that occur after a lawsuit is commenced on your behalf. This fee calculation is computed before costs are subtracted from the total amount recovered.

While you may be entitled to proceed with litigation and have your day in court, we must advise you that can be a very expensive day. Even if we convince a judge there is sufficient evidence you sustained a permanent injury to allow a jury to make the final decision on that issue, and the jury rules in your favor, you still face significant costs. Insurance companies realize this fact and recognize that there are certain fixed expenses that are incurred just to properly present your case to a judge or jury. The costs can be significant in pursuing a claim through a jury trial.

Those costs are in addition to the attorney fees which also increase from a third to forty percent. By way of an example, a physician who may have charged $100.00 or so per visit to provide you with treatment may charge $400.00 or more to meet with an attorney for fifteen or twenty minutes to discuss their thoughts regarding your injuries and further care requirement.

The same physician may then charge $2,000.00 or more to attend the deposition. In addition, some physicians charge $4,000.00 to $5,000.00 or more to take time from their practice to testify on your behalf at trial. Those kinds of costs can be multiplied by the number of physicians and experts involved in presenting your claim to the jury. The point is that the overall costs incurred to proceed with a jury trial can potentially approach or even exceed the eventual net recovery to the injured plaintiff, if any. It is not unusual for costs alone to approach the range of the defendant's current settlement offer. Fortunately, if you prevail, the judge may award you some percentage of the costs you incurred in presenting your claim. However, just as often the judge may only award a portion of those expenses, the remainder would then be paid from the final award. Of course, if the costs exceed the award, you will not put any money in your pocket.

C. COMPLAINT

A complaint will be drafted and filed with the Clerk of Court. We will then attempt to have the complaint served upon the at-fault party(ies), which can take thirty (30) days or more depending upon the speed of the process serving company hired for the purpose of service. Once served, the at-fault party will have twenty (20) days to respond to the complaint by filing an answer.

D. DISCOVERY

After the answer is filed, the discovery process will begin. Normally, we serve discovery on the at-fault party and the at-fault party's attorney serves discovery on you. Discovery from the defendant includes you (1) responding in writing to (a) written interrogatories (questions), (b) requests to produce certain documents and records, and (c) requests to admit to certain facts and (2) give a deposition. While the responses are based on your own testimony, it will help you to write down the responses.

During this process, the defendant may learn facts that weaken your claim or call into question your credibility based on any negative past conduct and witness testimony. The defendant may be able use this against you at trial to cause the jury to find in favor of the defendant and/or the insurance company or substantially reduce any judgment entered by the jury. The following discusses some of the discovery tools that may be used in your case.

1. INTERROGATORIES

Interrogatories are questions that you are required to provide your sworn responses to that can be used against you at trial, including for the purpose of impeaching your credibility. If interrogatories are served on you, it is important that you answer each interrogatory unless the response calls for information that is irrelevant or protected by privilege. We will help you determine what responses request irrelevant or privileged information so that we make the proper objection to them.

You should carefully read the questions and write down all the information you have including dates, witnesses, addresses, facts, and similar information that responds to each interrogatory. You should be especially specific as to responding to the injuries, treatment, and prior car accident related questions.

We understand that you may have provided some of this information to us in the past. However, it is important that you answer every question completely and to the best of your ability, whether or not you provided such to us before, so the response is comprehensive and up-to-date. Please understand that your responses are an important part of pursuing your claim. If not thorough, your responses may be used by the opposing party to indicate that you have not been totally truthful and are hiding information, which may restrict your ability to recover in your case.

Usually, the responses to interrogatories must be served on opposing counsel within thirty (30) days from the date they were served on us. To give us time to review and finalize your draft answers, you must send them to our office at least fourteen (14) days before the 30 day requirement so that we have time to prepare the final copy and have you sign them.

2. REQUESTS FOR PRODUCTION

Requests for Production require that you provide certain documents to the defendant that may help or hurt your case. If requests for production are served on you, you should respond to each request unless it asks for irrelevant or privileged documents. We will help you determine what responses request irrelevant or privileged information so that we make the proper objection to them.

Upon receipt of requests for production, you need to immediately review them carefully and write down your response next to each one, whether you have or do not have such documents. We understand that you may have provided some of this information and documentation to us in the past. However, it is important that you respond to every one of these requests to the best of your ability, whether or not you provided such to us before, so the response is complete and up-to-date.

If you have the requested documents in your possession, custody, or control, you will need to make us a copy of them and provide us with that copy. You will also need to provide us with a copy of each document requested. Please only provide us with a copy. You should always keep originals. If you do not have the documents in your possession and think you know who has possession, custody, or control of them, please write this down as well.

Usually, the responses to requests for production must be served on opposing counsel within thirty (30) days from the date they were served on us. To give us time to review and finalize your draft answers, you must send them to our office at least fourteen (14) days before the 30 day requirement so that we have time to prepare the final copy and have you sign them.

3. REQUEST FOR ADMISSIONS

Request for Admissions require you to admit or deny whether certain facts are true in your case. Any fact that you admit as true is deemed not to be in dispute in your case, and we are unable to argue that fact is not true at trial. If requests for admission are served on you, you should respond to each request unless it asks for irrelevant or privileged information. We will help you determine what responses request irrelevant or privileged information so that you make the proper objection to them. Any request that you fail to provide an answer to, will be deemed admitted and cannot be in dispute at trial.

Upon requests for admissions being served on you, you will need to immediately review the requests carefully and draft a response to each request by stating admitted or denied, or unable to respond and the reason that you are unable to respond. We understand that you may have provided some of this information to us in the past. However, it is important that you respond to every request to the best of your ability, whether or not you provided such to us before, so the response is complete and up-to-date. You must admit, deny, or state unable to respond with a legally acceptable reason for being unable to respond. Please understand that any request for admission as to a fact that is not responded to will be deemed admitted and can restrict your ability to recover in your case.

Usually, the responses to requests for admissions must be served on opposing counsel within thirty (30) days from the date they were served on us. To give us time to review and finalize your draft answers, you must send them to our office at least fourteen (14) days before the 30 day requirement so that we have time to prepare the final copy and have you sign them.

4. DEPOSITIONS

A deposition is your oral testimony taken under oath by a court reporter in response to questions by other attorneys, and in some cases, by an attorney representing you. The testimony is transcribed after the deposition is concluded and is available for use by either side for summary judgment or trial. A judge or jury is not present during the deposition; only the lawyers, the witness, the court reporter, and a representative of each party usually attend. In all likelihood, the proceedings will be held in one of the attorneys' offices or in a court reporter's office.

If a deposition is scheduled in your case, we will provide to you the Deposition Preparation Booklet, containing information that many clients have found helpful to prepare them for their deposition. The booklet discusses many topics relating to deposition including the following: (a) purpose of a deposition, (b) what to wear, and (c) suggestions relating to your testimony.

E. HEARINGS

During the litigation process, there may be hearings scheduled by us or opposing counsel to ask the court to rule on issues that may arise as the case progresses. Unfortunately, the court's docket (calendar) is usually full and it can take many months before a hearing can be scheduled. This is one of the reasons your case can take an inordinate amount of time to resolve.

Usually, your attorney will represent you at these hearings without you being present. In extraordinary circumstances your attendance may be necessary. In those circumstances, we will contact you and inform you of the date, time, and location of the hearing in judge's chambers so you can attend. Please understand, if your attendance is required you timely arrival is necessary because the Court will not accept tardiness.

F. MOTIONS THAT MAY BE FILED

Motions are written requests to the court to make a ruling on an issue. There are many motions that can be filed with the court. A few are addressed below:

1. MOTION FOR SUMMARY JUDGMENT

A motion for summary judgment is requesting that the judge rule on an issue as a matter of law. This motion can be made for all or any part of a claim. Prevailing on summary judgment in Florida is difficult because if there is any disputed material fact, the court may deny the motion. Accordingly, it is rare for a plaintiff in litigation to file one. On the other hand, defendants will use it as a tool to try to narrow the issues. However, in a few cases, such motion may at least be an effective way to bring a certain issue to the court's attention, depending on how the case develops.

Usually for us to file a motion for summary judgment, we will need for you to complete an affidavit that provides the necessary facts for the motion. Please understand, if you are signing an affidavit for a motion for summary judgment in your favor, the affidavit is your sworn testimony. It is similar to giving testimony at a deposition and can be presented during your deposition and at trial. Again, you must make sure it is completely accurate. Of course, if you have any questions or comments about the necessary facts, do not hesitate to let us know. The affidavit must be accurate, complete, and meet your approval, before you consider signing it in the presence of a Notary Public.

Once you approve of the motion and affidavit, we will file it with the court and set it for hearing. Unfortunately, it may take a substantial amount of time to get a hearing time before the Court. Your attendance at the hearing may not be necessary. We will advise you of the results after the motion is heard if you do not need to attend.

Accordingly, you need to read in detail any motion for summary judgment we send you, including any affidavits. We need for you to inform us of whether the facts provided therein are accurate and complete.

2. MOTION TO COMPEL DISCOVERY AND FOR SANCTIONS INCLUDING ATTORNEYS' FEES AND COST

A party may file a motion to compel discovery and for sanctions, including attorneys' fees and costs, when the other party does not timely respond to a discovery request. For example, the above addresses certain type of discovery and the amount of time a party is normally given to respond. Accordingly, failure of a party to respond to these types of discovery in a timely manner may result in a motion to

compel discovery or sanctions.

Accordingly, it is important that you timely address all of your responses with us and execute them as is necessary so that we serve the responses in the time required.

3. MOTION FOR ATTORNEYS' FEES AND COSTS PURSUANT TO SECTION 57.105, FLORIDA STATUTES

Florida law has a statute that ostensibly is to help reduce the costs associated with frivolous lawsuits and defenses. The difficult aspect of this law is defining what is frivolous. The current definition is that a claim or defense may be considered frivolous when the party making the claim or defense knew, or should have known, that it was (a) not supported by the material facts necessary to establish the claim or defense; or (b) would not be supported by the application of then existing law to those material facts. In such a case, the prevailing party may file a motion for recovery of attorneys' fees and costs pursuant to section 57.105, Florida Statutes.

However, monetary sanctions may not be awarded (a) if the court determines that the claim or defense was initially presented to the court as a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law, as it applied to the material facts, with a reasonable expectation of success. Further, sanctions may not be awarded against the losing party's attorney if he or she has acted in good faith, based on the representations of his or her client as to the existence of those material facts.

A party may file a motion for attorneys' fees and costs pursuant to section 57.105, Florida Statutes against another party to a lawsuit after certain requirements are met. These requirements include that the party making the motion for sanctions under this statute served on the opposing party but did not initially file with or present to the court the motion. This party may file and serve the motion with the court twenty one (21) days after service of the motion, if the opposing party does not withdraw or appropriately correct the challenged paper, claim, defense, contention, allegation, or denial within this time period.

Upon the motion of a party, the court may award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds as provided above.

Therefore, it is very important that you provide us with all the facts concerning you and your case, whether they support or harm your case, so that we can avoid exposure to a section 57.105 motion.

G. MEDIATION

Mediation is a confidential, informal conference where the parties to a dispute meet with a neutral, impartial person called a mediator, in an effort to reach a mutually acceptable agreement. A judge or jury is not present during a Mediation; only the lawyers, the parties, and the mediator. The mediator controls the Mediation, but does not have authority to make a binding decision or force the parties to accept a settlement with which they are not satisfied. The mediator helps the parties voluntarily reach a settlement of the dispute. He or she is not to be biased in favor of either party, but may bring up positive and negative issues in an attempt to have all parties understand the entire case.

If mediation is scheduled in your case, we will provide to you the Mediation Preparation Booklet that many clients have found helpful to prepare them for their deposition. The booklet discusses many topics relating

to mediation including the purpose of mediation and what to wear. If your mediation is within several weeks and you have not yet received the Mediation Preparation Booklet, please write to us immediately.

H. TRIAL

The purpose of a jury trial is to review facts of your claim, including your lost wages. If a trial is scheduled in your case, we will provide to you the Trial Preparation Booklet that many clients have found to be helpful in preparing them for their trial. The booklet discusses several topics relating to trial including the typical trial process and what to wear. If your trial is within several weeks and you have not yet received the Trial Preparation Booklet, please write to us immediately.

I. DEFENDANT'S ENTITLEMENT TO RECOVER DAMAGES

As you may know, there are circumstances where the defendant can pursue you to recover money to compensate them for the amount they paid in attorneys' fees and costs incurred in defending themselves against your claim. If a jury finds against you and in favor of the defendant, the prevailing party may seek to recover their costs of defense from the non-prevailing party.

J. PROPOSAL OF SETTLEMENT

If a defendant makes a Proposal for Settlement to you for a certain amount and the jury does not award you at least 75% of the Proposal of Settlement amount, you may be responsible to pay that defendant's attorneys' fees and costs if you rejected the settlement offer. For example, if a defendant offered to settle your case for $10,000, and the jury awards you at trial only $5,000, that defendant may be able to recover reasonable attorneys' fees and costs, even though the jury might award you some level of damages. The attorneys' fees and costs must be from any jury awarded amount or in a claim directly against you personally, if the award amount is insufficient.

This statute must be considered in all cases and especially in cases in which you may be comparatively negligence. In situations involving arguments of comparative negligence, you can be in significant jeopardy of potentially being liable of owing substantial amounts of money to a defendant, even if you appear to have prevailed. The reason is that while a jury may award a significant amount of money, the jury award is then subject to reduction by the percentage of negligence attributed to you, if any. As noted above, in situations where you either do not prevail, or prevail at a level insufficient to meet the above percentage of recovery required pursuant to the Proposal of Settlement, then in addition to not being required to make payment to you, a defendant may be entitled to seek to recover their own attorneys' fees and costs of defending themselves against your claim from you personally.

XV. APPEAL OR POST-JUDGMENT RELIEF STAGE

Often, if we prevail at trial on your case, Defendant will appeal the judgment and/or file post-judgment motions to have the judgment overturned or modified. You should also be aware that if the amount of the judgment exceeds the insurance coverage, Defendant may be insolvent by the time a judgment is entered to pay any additional amount. Therefore, even if we obtain a judgment on your behalf, we may not be able to collect any funds from Defendant based on the judgment.

Under the Authority to Represent and Contingency Fee Agreement you signed, our representation of you does not include the pursuing or filing of any appellate proceedings or post-judgment relief or action by us concerning your case. You and we must reach a separate written agreement before any such appeal or action will

be responded to or filed by us on your behalf.

Additionally, responding to appeals and post-judgment motions takes a substantial amount of work by your attorney and adds to the costs you must pay from any recovery. Accordingly, your agreement with us states that the attorneys' fees are increased by an additional 5% of any recovery if we agree in writing to represent you in appellate proceedings or post-judgment relief.

XVI. SETTLEMENT – CLOSING STAGE

In the event that we are able to reach a settlement with the opposing party's insurance company that is approved by you, your file will proceed to the closing stage. As part of the closing process, we try to negotiate outstanding balances for costs, bills, letters of protection, and health insurance and/or governmental liens from health care providers and others. This process can take time, as your attorney will need to speak with each provider and/or lien holder to request reductions on your bills and liens. We cannot guarantee we will be successful in obtaining such reductions, but we will keep you informed of our efforts in this regard.

After your careful review, agreement to, and execution of the settlement documents, your team will forward the Release to the opposing party's representative and the settlement check will be deposited into the John Bales Attorneys Trust Account ("Trust Account"). We must wait at least ten (10) days after depositing the check in the Trust Account before we can disburse the settlement funds to you. After the expiration of the ten (10) days from the date of the deposit of the settlement check into the Trust Account, we will be in a position to disburse the funds pursuant to your Closing Statement. Of course, the actual distribution will require the resolution of all other closing issues including those addressed above.

Once all parties have reached an agreement regarding the settlement terms, your personal injury attorney will provide you with confirmation of the terms of the agreement. As part of the settlement terms, you will be required to execute a Release and Closing Statement. Your personal injury attorney will send these documents to you upon receipt of the Release. You should have a complete understanding of all of its terms. If you have any questions regarding the release, you should contact your client manager and request that they schedule a telephone conference with your attorney.

Your personal injury attorney will review with you what it means to sign the Release. By signing the Release, one of the provisions you are agreeing to is releasing the named parties from further responsibility and liability for your claims against them. This will, in all likelihood, include all past and future injuries, damages, and losses sustained by you. Accordingly, you will not be able to bring any further claims against the named parties. Upon receipt of the Release, please do not hesitate to discuss with your attorney any questions or comments you may have after reviewing this document.

Once all outstanding balances have been negotiated and approved by you, your team will provide you with a Closing Statement for your careful review and agreement to disbursement of the funds we recovered on your behalf. We must wait ten (10) days after depositing the check in the Trust Account before we can disburse the settlement funds to you. If we do not receive the signed settlement documents including the settlement check until after 2:00 p.m. on a business day, the bank will not consider it to be "deposited" until the following business day. After the expiration of the ten (10) days from the date of the deposit of the settlement check into the Trust Account, we will disburse the funds pursuant to your Closing Statement.

A. RELEASE

You will in almost all cases be required to sign a release that includes a release of the fault party and the insurance company from further responsibility and liability for at your claims against them including past and

present injuries, damages, and losses sustained by you. Essentially, if a settlement is reached and you sign a release, you will most likely not be able to bring any further claims against the at-fault party and/or the insurance company for the at fault party's claim.

The following addresses some but not all of the terms that may be included:

- **Settlement Amounts:** This is the total for any and all injuries, losses, and damages relating to all of your claims against Defendant.
- **Release of Claims:** You will be releasing Defendant and all other parties listed in the release from further responsibility and liability for any claims you may have against them. This includes all past and future injuries, damages, and losses sustained by you as specified in the Release. Accordingly, you will not be able to bring any further claims against any of the parties listed in the Release.
- **Indemnity and Hold Harmless:** You may be required to agree to indemnify and hold harmless Defendant, of and from all claims of any sort from any party claiming an interest, a lien, subrogation, or any other type of legal or equitable claim to the proceeds or any part of the proceeds paid in exchange for this release. This specifically includes, but is not limited to, health care and health insurance liens or subrogation claims, Medicare, Medicaid, other governmental liens or claims for medical or support services provided, or any other type of claim by any third party on the proceeds paid in exchange for this release. The Release extends to and includes indemnity from all costs and attorneys' fees that may be incurred by the released parties as a result of such claims by third parties. You previously acknowledge that satisfaction of all such claims and liens is your obligation and further affirmatively stated that you have given appropriate notice to all holders of liens and subrogation interests concerning the compromise and settlement represented by the Release.
- **Confidentiality:** You may be required to not disclose the existence of release, terms of negotiations regarding the release, and the settlement amount paid. When an inquiry is made about your claims against the defendant, you usually agree to state only that: "The matter has been resolved." There are exceptions such as addressing it with your accountant. However, if you are compelled by a court to disclose settlement information to a third party, you typically agree to inform the defendant of this intended disclose.
- **Attorneys' Fees for Enforcement of Release:** You may be asked to agree that if legal action is taken to enforce any provision in the Release, the prevailing party is entitled to its reasonable attorneys' fees and costs.
- **Tax Implications:** You are responsible for any federal, state, and local tax liability relating to the payments made under the Release. (We cannot advise you about tax issues and recommend that you speak to the appropriate accountant or a personal injury attorney that practices in this area.)
- **Jury Waiver:** You are agreeing to waive the right to jury trial as to any litigation relating to the agreement.
- **Court Approval of Settlement:** In certain types of cases, the release is not effective until the Court has issued an order approving settlement and the lawsuit has been dismissed, with prejudice.

B. AUTHORIZATION FOR ATTORNEY TO SIGN SETTLEMENT CHECK

You have previously provided or will be asked to provide an Authorization for Attorney to Sign Settlement Check. This authorization is given for the purpose of authorizing us to collect settlement proceeds and deposit the proceeds directly into the appropriate bank account so that funds will be distributed pursuant to the Closing Statement reviewed, approved, and signed by you.

C. DEPOSITING SETTLEMENT FUNDS AND TIME FOR IT TO CLEAR THE BANK

Once we have received these executed settlement documents from you, we will forward the Release to the

opposing party's representative and the settlement check will be deposited into the John Bales Attorneys Trust Account. We must wait ten (10) days after depositing the check in the Trust Account before we can disburse the settlement funds to you. If we do not receive the signed settlement documents including the settlement check until after 2:00 p.m. on a business day, the bank will not consider it to be "deposited" until the following business day. After the expiration of the ten (10) days from the date of the deposit of the settlement check into the Trust Account, we will disburse the funds pursuant to your Closing Statement as soon as it is completed.

D. AFFIDAVIT CONCERNING AT FAULT PARTY'S PERSONAL ASSETS

Sometimes we may request an affidavit concerning the at-fault party's personal assets if the insurance coverage is insufficient. While this affidavit is a sworn document and may indicate that there are limited to no assets of the opposing party, we cannot be sure of the amount of assets that this party may or may not possess. Of course, you can retain an investigator at your own expense or take other action to try to locate other assets and to establish that this affidavit is incorrect. However, based upon the settlement proceeds received, you may elect not to proceed with personal asset searches other than what has been performed.

E. ADDRESSING OUTSTANDING BILLS, LIENS, AND OTHER CLAIMS RELATING TO YOUR CASE

1. NEGOTIATING OUTSTANDING BILLS, LIENS, AND OTHER CLAIMS

Upon your case settling or receiving an award from a jury, we can attempt to negotiate the outstanding bills, liens, and other claims of which we are aware through communications with you and review of your file. Healthcare providers, lien holders, and others to which you may owe money invariably refuse to negotiate their bills until they are informed of the total amount recovered in a case. Accordingly, we will attempt to negotiate such claims against you after your case settles so that a healthcare provider, lien holder, and others know the total settlement amount. Sometimes they will negotiate and sometimes they refuse to make any reduction.

Unfortunately, this process is difficult and time consuming because there is no requirement that a response to our request for a reduction be provided within a specific period of time. Consequently, we often do not receive adequate and/or timely written responses to our inquiries and attempts to resolve the claim from these facilities and/or agencies. Often it takes months. This delay prevents payment of settlement funds to our deserving clients like you. We understand the frustration this may cause and request that you do not hesitate to call us for an update.

We will work hard for you to reduce any amounts that you owe that relate to your case. Please understand that a personal injury attorney cannot assist a client in unlawfully avoiding statutory liens or court order involving the funds. Therefore a lawyer should not unilaterally assume to arbitrate a dispute between the client and the third party such as healthcare providers, lien holders, and others. Additionally, a lawyer cannot take it upon himself or herself to decide who is entitled to what. Hence, a lawyer may be prohibited from disbursing the disputed funds to anyone until the dispute is resolved.

In other words, we are unable to release the funds held in trust for the claims asserted by healthcare providers, lien holders, and others until such claims are resolved. Once theses claim and others are resolved, we will be able to disburse those funds held in trust to cover these claim, pursuant to a Closing Statement.

2. FILING A MOTION FOR PRO RATA DISTRIBUTION

When a health care provider, lienholder, and others that are making a claim to the recovery will not reasonably negotiate its claimed amount and/or there are not sufficient funds to pay all parties, you can consider having us file a motion for pro rata distribution. To file such a motion, a law suit must be filed and then all persons making a claim to the funds recovered must be named in the motion and served with the complaint. This is an expensive and time consuming process. If a lawsuit was filed against the at fault party, some Courts will allow you file such a motion in that law suit and serve all parties making a claim. After all parties have been served, a hearing will need to be scheduled before the Court, which may take months to accomplish. The Court may require at the hearing each party to present evidence to establish its basis for receiving all or a portion of the recovered funds. Please understand that this type of action or motion is not commonly used and some Courts will not consider them.

Also, some of the Courts that will hear such a motion may decide to disburse all of the money recovered to the persons making a claim and none to you. Additionally, please understand that even if a Court rules on this motion, the persons making a claim still may pursue you for any amounts the Court did not require you to pay from the recovery.

Based on the above, most clients are reluctant to have us file a motion for pro rata distribution and prefer to take the best offer from health care providers, lienholders, and others that are making a claim to the recovery.

3. FILING AN INTERPLEADER LAW SUIT

When a health care provider, lienholder, and other that are making a claim to the recovery will not reasonably negotiate its claimed amount and/or there are not sufficient funds to pay all parties, you can also consider having us file a law suit for interpleader. When the lawsuit is filed, all persons making a claim to the funds recovered must be named in the law suit and served with the complaint. This is an expensive and time consuming process. There are costs associated with filing suit as well as serving each party to the law suit. Further, we, as the filer of the interpleader, can recover costs incurred for filing it. Additionally, it will take months to file the suit, obtain service on all the parties, and give the parties the mandated amount of time to respond to the complaint. After all parties respond, a hearing will need to be scheduled before the Court, which many take months to accomplish. The Court may require a trial in which each party presents evidence to establish its basis for receiving all or a portion of the recovered funds.

The court will then determine which party is entitled to recover all or a portion of the proceeds. Please understand that even if a Court rules in the interpleader law suit, the persons making a claim may still be able to pursue you for any amounts the Court did not require you to pay from the recovery.

Based on the above, most clients are even more reluctant to have us file an interpleader law suit and prefer to take the best offer from health care provider, lienholders, and others that are making a claim to the recovery.

4. TYPES OF CLAIMS THAT MAY BE ASSERTED AGAINST ANY FUNDS RECOVERED

The following provides a short summary of some of the types of claims that may be asserted against funds discovered:

Health Care Provider Bills

The health care providers that treated you for your injuries caused by the at-fault party must be paid. We will attempt to reduce the amount of these bills when there is a recovery in your case. Health care providers include all those who treated you including, doctors, chiropractors, hospitals, and all others that provide health services.

Medicare Liens

We will address a Medicare claim of which we are aware through communications with you and review of your file. 42 C.F.R. Section 422.108, provides in part, the following:

Medicare is considered to be a secondary payor when group insurance or other forms of first party insurance are available, including personal injury settlements and recoveries involving liability insurance.

When it is not certain whether Medicare is primary or secondary under a given set of circumstances, Medicare will make a conditional payment. If it is later determined that some other party had primary responsibility for making this conditional payment, then Medicare is entitled to recovery from that responsible party or from anyone who received the primary payment.

Accordingly, the United States may bring an action to recover any conditional payment from any entity that is required or responsible, directly or otherwise, to make primary payments. In addition to this independent right, the United States is also subrogated to the rights of the Medicare beneficiary in asserting the rights to third-party payments. 42 U.S.C. section 1395.

In other words, Medicare is entitled to reimbursement for any medical expenses it paid on your behalf as a result of your accident and the settlement funds cannot be distributed until an agreement is reached and payment made for this lien. Consequently, we are unable to release funds held in trust to cover this claim until this claim has been resolved.

We can begin negotiating such claims after your case settles because the settlement amount must be provided before a final amount due will be given. Unfortunately, this process is difficult and time consuming because there is not a requirement that Medicare respond to our request within a specific period of time. Accordingly, we often do not receive adequate and/or timely written responses to our inquiries and attempt to resolve the claim from these facilities and/or agencies. Sometimes it takes months. This delay prevents payment of settlement funds to our deserving clients like you. We understand the frustration this may cause and request that you do not hesitate to call us for an update.

Medicaid Liens

We will address any Medicaid claim of which we are aware through communications with you and review of your file. Section 409.910, Florida Statute, The Medicaid Third-Party Liability Act, provides, in part, the following:

409.910 Responsibility for payments on behalf of Medicaid-eligible persons when other parties are liable.—

(1) It is the intent of the Legislature that Medicaid be the payor of last resort for medically necessary goods and services furnished to Medicaid recipients. All other sources of payment for medical care are primary to medical assistance provided by Medicaid. If benefits of a liable third party are discovered or become available after medical assistance has been provided by Medicaid, it is the intent of the Legislature that Medicaid be repaid in full and prior to any other person, program, or entity. Medicaid is to

be repaid in full from, and to the extent of, any third-party benefits, regardless of whether a recipient is made whole or other creditors paid. Principles of common law and equity as to assignment, lien, and subrogation are abrogated to the extent necessary to ensure full recovery by Medicaid from third-party resources. It is intended that if the resources of a liable third party become available at any time, the public treasury should not bear the burden of medical assistance to the extent of such resources.

….

(4) After the agency has provided medical assistance under the Medicaid program, it shall seek recovery of reimbursement from third-party benefits to the limit of legal liability and for the full amount of third-party benefits, ….

….

(6) When the agency provides, pays for, or becomes liable for medical care under the Medicaid program, it has the following rights, as to which the agency may assert independent principles of law, which shall nevertheless be construed together to provide the greatest recovery from third-party benefits:

(a) The agency is automatically subrogated to any rights that an applicant, recipient, or legal representative has to any third-party benefit for the full amount of medical assistance provided by Medicaid. Recovery pursuant to the subrogation rights created hereby shall not be reduced, prorated, or applied to only a portion of a judgment, award, or settlement, but is to provide full recovery by the agency from any and all third-party benefits. Equities of a recipient, his or her legal representative, a recipient's creditors, or health care providers shall not defeat, reduce, or prorate recovery by the agency as to its subrogation rights granted under this paragraph.

In other words, the State of Florida is entitled to reimbursement for any medical expenses Medicaid paid on your behalf as a result of your car accident. Consequently, the settlement funds held in trust to cover this claim cannot be disbursed until an agreement is reached and payment made for this claim. Please go to the website http://www.leg.state.fl.us/statutes/ for further information including the Medicaid Third Party Liability Act.

We can begin negotiating such claims after your case settles because the settlement amount must be provided before a final amount due will be given. Unfortunately, this process is difficult and time consuming because there is not a requirement that Medicaid respond to our request within a specific period of time. Accordingly, we often do not receive adequate and/or timely written responses to our inquiries and attempt to resolve the claim from these facilities and/or agencies. Sometimes it takes months. This delay prevents payment of settlement funds to our deserving clients like you. We understand the frustration this may cause and request that you do not hesitate to call us for an update.

Veteran Administration (VA) Liens

The United States Department of Veterans Affairs ("VA") is entitled to reimbursement for any medical expenses it paid on your behalf as a result of your accident and the settlement funds cannot be distributed until an agreement is reached and payment made for this lien. Consequently, we are unable to release funds held in trust to cover this claim until this claim has been resolved.

We can begin negotiating such claims after your case settles because the settlement amount must be provided before a final amount due will be given. Unfortunately, this process is difficult and time consuming because there is not a requirement that the VA respond to our request within a specific period of time. Accordingly, we often do not receive adequate and/or timely written responses to our inquiries and attempt to resolve the claim from these facilities and/or agencies. Sometimes it takes months. This delay prevents payment of settlement funds to our deserving clients like you. We understand the frus-

tration this may cause and request that you do not hesitate to call us for an update.

Florida Hospital Liens

Many years ago the Florida legislature enacted a law that that allowed liens against recoveries from third parties who caused the injury for which the hospital is treating the patient. Later, the legislature enacted special statutes that enacted lien law on a hospital by hospital basis. In 1971, the Florida legislature enacted a statute that provided that those previous hospital lien laws were to become ordinances in their respective counties. It also provided that counties could enact special hospital lien ordinances as each county deemed appropriate. The Florida Supreme Court has held properly drafted hospital lien ordinances to be constitutional.

The hospital lien attaches to the patient's recovery from the at-fault party, who caused the patient's injuries as related to the cost of the care that the hospital rendered the patient. In those counties that do have hospital lien ordinances, failure to resolve the hospital's lien can nullify the settlement. Just as important, failure to reach a resolution of the hospital's lien can have the effect of voiding the settlement agreement , or adversely affecting the hospital's rights of recovery and exposes you, defendants, insurance companies and attorneys involved to potentially significant monetary damages for the amount of the lien.

Additionally, these lien ordinances are not uniform and can and do vary from county to county. Some only apply to public hospitals. Some only apply to not for profit hospitals, and some apply to all hospitals within the county.

Some hospitals have taken the position that they need not submit their bills to the client's secondary coverage, especially Medicaid and County Assistance, with the goal of hoping to receive a greater recovery under the lien ordinance than through those plans. Failure to timely submit may not only void certain payments that may have been made on the client's behalf, and the client's entitlement to reduced lien amounts that would have resulted.

Health Insurance Liens

Your health insurance may have covered all or a portion of your treatment expenses for injuries caused by the at fault party. The insurance company that makes such payments may seek reimbursement once you settle your claim with the at fault party or are awarded a judgment by a jury. Section 768.76, Florida Statutes, Collateral Sources of Indemnity, provides, in part, the following:

(4) A provider of collateral sources that has a right of subrogation or reimbursement that has complied with this section shall have a right of reimbursement from a claimant to whom it has provided collateral sources if such claimant has recovered all or part of such collateral sources from a tortfeasor.

Letters of Protections

If you decide to enter into a Letter of Protection agreement (LOP) with the healthcare provider, we will attempt to obtain a reduction in the amount owed to the Provider at the time of any settlement. However, we do not know whether the Provider will agree or accept a reduction of its bill. Accordingly, you could be obligated to pay the full amount claimed to be owed by the Provider. By entering into this agreement, John Bales Attorneys will not be able to distribute any settlement proceeds to you until resolution of the Provider's costs and expenses. Additionally, this agreement cannot be cancelled without the Provider's written agreement to cancel the Letter of Protection

F. CLOSING STATEMENT

The Closing Statement specifies how funds recovered through settlement or award at trial will be disbursed and certain terms and conditions relating to the closing and your case. We will prepare a Closing Statement for you to review in detail upon a settlement or an award at trial. By signing this document, you are instructing us to disburse the funds as provided and agreeing to the terms therein. Once (1) we receive the Closing Statement that you have reviewed, approved, and signed, (2) all the terms of the settlement have been met, and (3) bills, liens, and other claims are resolved, the funds will be disbursed according to the Closing Statement.

The following describes the sections in a Closing Statement:

1. CASE STATUS SECTION

Section 1 of the Closing Statement describes the status of the case at the time of the Closing Statement and the action, if any necessary to conclude your case.

2. TOTAL RECOVERY (SETTLEMENT AMOUNT) SECTION

Section 2 of the Closing Statement specifies the amount for which your case was settled pursuant to your instructions and authorization.

3. TOTAL ATTORNEYS' FEES SECTION

Section 3 of the Closing Statement specifies that amount of the attorneys' fees, pursuant to the Authority to Represent and Contingency Fee Agreement that you signed with our firm. The fee is based on the total amount recovered (which includes the fair market value of any property that may be recovered) from any source and for whatever reason, including, but not limited to, judgments, awards and/or settlements of damages, costs, interest, fees, and/or payments/discharge of your liens, medical, and/or healthcare services, bills, or claims. The fee calculation is calculated before costs are subtracted from the total amount recovered.

Prior to litigation, the fee is 1/3 of the total amount recovered. Because of the substantial increase in the amount of attorneys' time and costs needed to litigate your case in court, the fee increases to 40% of any and all recoveries.

4. TOTAL COSTS FOR REIMBURSEMENT SECTION

Section 4 of the Closing Statement specifies that total costs known as of the date stated in the Closing Statement. Pursuant to the Authority to Represent and Contingency Fee Agreement that you signed, our firm costs and expenses incurred by our firm in connection with your representation may include, but are not limited to, expenses or disbursements for taxes; travel; document duplication; courier and messenger services; long distance and cellular telephone tolls; user fees for computer research; fees paid to experts, court reporters, private investigators, and other third parties; medical/health care, screening, and testing services; file set up and closing costs/incidentals ($60 one time cost/expense); filing, recording, certification, and registration fees; postage; overnight deliveries; telecopier costs; reasonable interest on costs advanced and other incidental expenses; secretarial overtime; and other extraordinary costs necessitated by the time constraints associated with this representation.

The costs incurred will be summarized in the Closing Statement.

5. AMOUNT RETAINED IN TRUST FOR ADDITIONAL COSTS INCURRED SECTION

Section 5 of the Closing Statement addresses funds held in trust for additional costs incurred by our firm. Upon final resolution of all matters relating to your case and determination of the additional costs, that amount will be paid by trust check to our firm operating account without another closing statement for additional, outstanding, and subsequent costs incurred by us. If there are no additional, outstanding, and subsequent costs incurred by our firm or there is an amount remaining in our firm trust account after payment of our firm additional, outstanding, and subsequent costs, that remaining amount held in our firm trust account will be paid by trust check to you without another closing statement.

6. TOTAL CLIENT AUTHORIZED DISBURSEMENTS FOR OUTSTANDING LIENS, MEDICAL BILLS, AND OTHER AMOUNTS SECTION

Section 6 of the Closing Statement addresses the disbursements for outstanding liens, medical bills, and other amounts that you authorized. You are confirming in your Closing Statement that you advised us of all bills, liens, and other claims and that you remain responsible and financially obligated to health-care providers and others for all fees, costs, and expenses incurred by you relating to your case, whether or not listed in the Closing Statement.

7. TOTAL CLIENT AUTHORIZED AMOUNT HELD IN TRUST PENDING DETERMINATION OF AMOUNTS OWED SECTION

Section 7 of the Closing Statement addresses similar issues that are addressed in Section 6. Because our clients often need the settlement proceeds as soon as possible., we are often instructed by a client to hold in trust the funds necessary to address any outstanding amounts due and disburse to the client any remaining funds.

Once the issues relating to the funds withheld are resolved, the remaining funds, if any, are disbursed to the client.

8. BALANCE OF RECOVERY TO CLIENT SECTION

Section 8 of the Closing Statement specifies the amount being disbursed to you, pursuant to the Closing Statement. It also states to whom the trust check will be made payable.

9. PROVISIONS CONCERNING CLOSING STATEMENT SECTION

Section 9 of the Closing Statement provides certain provisions and terms relating to your case and the closing. You should read the entire Closing Statement including these provisions carefully and ask any questions you may have.

10. NOTES CONCERNING CLOSING

Notes in the Closing Statement are listed just before the provision section. A note provides certain information, provisions, and terms relating to your specific case and the closing. You should read the entire Closing Statement including any notes carefully and ask any questions you may have.

G. CLOSING FILE AND DISPOSING OF DOCUMENTS

When your case is resolved and any settlement funds disbursed, your case will have reached a final resolution and our representation will be concluded. Accordingly, we will not take any other action except to close our file, which includes disposing of certain documents. We only obtain copies of documents. Accordingly, unless we receive a written request from you within ten (10) days from the date of this letter that all original documents were not returned to you, we will assume that they were and proceed with completion of closing our file and destroying the documents, items, etc.

XVII. IMPORTANT REMINDERS

Of course, without your help we cannot properly prepare and present the case to the at-fault party and insurance company. Accordingly, please allow us to again remind you of the following relating to your case:

A. SOCIAL MEDIA

PLEASE REMEMBER: It is very important that you do not discuss any part of your case with anyone except a member of our firm. This includes not discussing the case on Facebook, Google+, LinkedIn, YouTube, Twitter, MySpace, Instagram, any blog, any chat room, or any other similar social media website/application. Information and pictures posted on these websites may be discovered by the opposing party in your case and used against you. Marking these pages as private may not protect you from the information and pictures being used against you. Please advise us of any Facebook or other social media account you may have. Further, we strongly encourage you to archive your Facebook or any other social media account and stop using it during the entire time your case is pending. However, you should not destroy or delete your social media website/application or destroy any information or pictures that are currently on it. Any such destruction may be considered spoliation of evidence, which may cause the court to enter sanctions against you. You can consider reopening your website/social media account/application after your case is completed.

B. MAINTAINING DIARY/CHRONOLOGY OF EVENTS

We recommend that you keep a diary of all of your medical treatment including what the doctor may tell you or what tests may be ordered. Additionally, it is also essential to write down how this incident has affected your life such as your ability to continue to do your work, daily activities, chores around your home, leisure or recreational activities, and/or caring for your children or other family members. Write down and tell us about what you used to do for fun by yourself or with family and friends that you are no longer able to do, or because of your injuries, is simply no longer fun to do. Because we asked you to keep this diary, it should be protected by the attorney/client privilege. Accordingly, we request that you write at the top of each page of the diary the following: "PROTECTED BY ATTORNEY/CLIENT PRIVILEGE".

C. INSURANCE COMPANY INVESTIGATOR MAY BE MONITORING YOU

As discussed, the insurance company may have hired a private investigator to follow you and take video of your actions. We do not know if the insurance company will do this, but we want you to be aware that they may. You should at all times be aware that your conduct will have an effect on the case. If the investigator obtains pictures or videos that can be interpreted as you doing tasks that you say you cannot do, this will be raised by the insurance company to support its position.

D. KEEP US UPDATED

Again, please also remember to immediately inform us of any new doctor that may be involved in the care and treatment. Additionally, you should let us know if there are (1) diagnoses of any new injuries, conditions, disabilities, or illnesses or (2) have a substantial change in the medical condition. We need to know of any doctor's opinion that you think helps or harms the case so we can fully evaluate it when considering the claim. You should ask the doctors for a copy of the records relating to the treatment or diagnoses, and send us a copy. Additionally, you should immediately inform us of any additional information and documentation that you may obtain whether it supports or does not support your claim. The opposing party will most likely discover it and we should be prepared to address all issues. This information and documentation is important in yours and our efforts to be successful in the case.

E. JOHN BALES ATTORNEYS ACCIDENT & INJURY TOOLKIT APP

Additionally, we have developed for your use the John Bales Attorneys Accident & Injury Toolkit app that is available on iPhones and Android phones. You can download the iPhone app in the "App Store" and the Android app in "Google Play." The app includes a quick reference to our phone number and 911; a map locator of the nearest hospital to your current location; an accident tips checklist; a check list for capturing information about a car accident; a case consulting section; an expense log; a flashlight on your phone; and a place to store a photo of your insurance card.

Of course, we encourage you to advise others of this app and hope that it will be helpful in the unfortunate circumstances when someone is hurt in a car accident.

XVIII. MAKE SURE ALL OF YOUR QUESTIONS ARE ANSWERED

Again, please allow me to emphasize that we want all of your questions to be answered. Accordingly, we encourage you to always contact us if you want to discuss any aspect of your claim.