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JASON K.S. PORTER, P.A.

Initial Client Consultation Interview Form

The purpose of an initial consultation is for one of our attorneys to advise you what, if anything, we can do for you, and what it will cost for us to help. We will not be able to give you a definitive legal opinion today because doing so takes more time and information than we have available during our consultation. As a result, **you should not rely on statements made by our attorneys during the consultation as legal advice.** The primary purpose of this consultation is to determine whether we can help you, how much that might cost, and whether you are comfortable with us as your attorneys.

Following our consultation, one of three things will happen:

- A. We will mutually agree to the terms of representation and execute an Employment Contract, or**
- B. You decide not to use our services, or**
- C. Our attorney declines representation.**

NOTE: The following questions will help us to understand the reason for your visit today. Your responses are protected by attorney/client privilege and will be held in strict confidence.

Name of Person(s) to be Interviewed _____

Name of Person(s) to be Represented _____
(if different than person(s) to be interviewed)

Street Address (person(s) to be represented) _____

City _____ State _____ Zip Code _____

Home Phone (____) _____ Cell Phone (____) _____

Work Phone (____) _____ Ext. _____ Email _____

Briefly explain what you may need advice about or assistance with today: _____

Date of Birth _____ Social Security # _____

Drivers License # _____ Employer _____

Date of Accident _____

How did you learn of our office? A Friend Professional Referral Television
 Internet (Website) Family Member Former/Current Client Social Media
 Other

Name of Referring Person: _____

Are you known by any other name(s)? Yes No

If yes, name(s): _____
(A fictitious name, a nickname, a former name, your maiden name, etc.)

PLEASE READ CAREFULLY & SIGN BELOW

Following your initial interview, if you agree to hire the law firm of Jason K.S. Porter, P.A., and an attorney in our firm agrees to represent you, you and the attorney will sign an Employment Contract/Authority to Represent. The Employment Contract will set forth the terms and conditions of representation.

If the law firm of Jason K.S. Porter, P.A., is willing to represent you and you decide not to sign an Employment Contract today, you are strongly urged to schedule a second appointment with the firm at the earliest possible time or immediately consult with other legal counsel to protect your rights.

NOTICE: This office does not represent you with regard to the matters set forth by you in this information sheet or discussed during your consultation, unless and until you and an attorney in our firm execute a written Employment Contract.

If an attorney in our firm does not agree to represent you with regard to the matter set forth by you on this information sheet, as well as any other matters you may discuss with an attorney in our firm during your consultation, you are advised to seek another attorney to represent you. If your legal problem(s) involve a potential lawsuit, it is important that you realize some lawsuits must be filed within a certain period of time called a Statute of Limitations. **Therefore, our law firm strongly urges you to immediately consult with another attorney to protect your rights.** Our law firm's decision not to represent you should not be taken by you as an expression regarding the merits of your case.

Your signature acknowledges only that you completed this information sheet and that you understand you have not yet hired the law firm of Jason K.S. Porter, P.A.

SIGNATURE _____ Date _____

STATEMENT OF CLIENT'S RIGHTS

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

- 1) There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate of percentage as in any other contract. If you do not reach an agreement with one lawyer, you may wish to talk with other lawyers.
- 2) Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering the necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for work the lawyer has done.
- 3) Before hiring a lawyer, you, the client, have the right to talk about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
- 4) Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If the lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
- 5) If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of other lawyers involved in the case.

Client: _____

- 6) You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much your lawyer has spent on your behalf. You also have the right to decide after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.
- 7) You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign the closing statement.
- 8) You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorneys' fees to the other side.
- 9) You, the client, have the right to ask your lawyer, at reasonable intervals, how the case is progressing and to have these questions answered to the best of your lawyer's ability.
- 10) You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
- 11) If, at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach the Florida Bar, call 1-800-342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit.

Client: _____

- 12) I have read each paragraph of this Statement of Client's Rights. I have asked my attorney all questions that I have regarding my rights and he has answered them to my satisfaction. I have initialed each paragraph of this statement to acknowledge that I have read and understand it.
- 13) I have received a copy of this Statement of Client's Rights.

DATED this ____ day of _____, _____.

CLIENT

ATTORNEY

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