

Chapter 1

New Client/Initial Intake



1-000
PRACTICE TIPS—NEW CLIENT/INITIAL INTAKE

When meeting with a new client and opening a new file, several things need to be done and should be done as soon as possible. Certainly, sending a letter to a new client and thanking the client for retaining your law firm is important, and should be done immediately. Equally important is sending a thank you letter to the individual who referred the client, whether an attorney or a non-attorney.

In a motor vehicle case, several things need to be done when after the initial client meeting, including requesting the police report, requesting a PIP application from the appropriate no-fault carrier, sending a letter of representation to the liability carrier, determining if tort claim notices or NJPLIGA notices need to be sent, among other things.

In a premises liability case, identifying the owner of the property where your client fell is critical, particularly if the defendant turns out to be a public entity.

This chapter also includes various rejection letters to a client. Obviously, if you are not going to pursue a case, a rejection letter should be sent via certified mail, return receipt requested, so that there is no confusion about whether or not you are handling a case on behalf of a client. Rejecting a case orally is not enough; rather, proof of your intent not to pursue a case is important, especially several years later when a client calls looking for the status of his or her case.

This chapter should provide you with all of the initial letters that need to be sent when opening a routine personal injury case.



1-001
WELCOME LETTER TO NEW CLIENT

[DATE]

[CLIENT]
[ADDRESS]

RE: Your Accident of [DATE OF ACCIDENT]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

It was a pleasure to meet with you recently to discuss your claim for your accident of [DATE OF ACCIDENT]. I would like to take this opportunity to thank you for the expression of your confidence and trust in selecting our law firm to represent you. You can be assured that every effort will be made to maximize the compensation you receive for this claim.

I invite you to visit our web site located at [www.\[FIRM WEBSITE\].com](http://www.[FIRM WEBSITE].com) which provides background information about our firm and includes helpful information.

Needless to say, you may feel free to contact me regarding any questions or concerns you have about your case at any time.

Thank you again for permitting our office to represent you.

Very truly yours,

[NAME OF ATTORNEY]

1-002

WELCOME LETTER TO NEW CLIENT WITH RETAINER AND OTHER FORMS

[DATE]

[CLIENT]

[ADDRESS]

RE: Your Accident of [DATE OF ACCIDENT]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

As we discussed when we spoke earlier today, I am enclosing an original and one copy of a Retainer Agreement for your review and signature. If the enclosed Retainer Agreement meets with your approval, would you kindly sign and return the original to me as soon as possible, keeping the copy for your file.

I am also enclosing several Medical Authorizations, an Authorization to Protect Payment of Medical Bills and an Affidavit of No Insurance for your signature. Would you kindly sign the enclosed documents, thereafter returning same to me in the envelope provided. Please note that the Affidavit of No Insurance requires that your signature be notarized by a Notary Public.

Needless to say, if you have any questions about your case, please feel free to contact me at your convenience.

Very truly yours,

[NAME OF ATTORNEY]

**CONTINGENCY RETAINER AGREEMENT
AGREEMENT TO PROVIDE LEGAL SERVICES**

THIS AGREEMENT, dated [DATE], is made between:

THE CLIENT(S): [CLIENT]

Whose Address is: [ADDRESS]

Hereinafter Referred to as "CLIENT"; and:

THE LAW OFFICES OF [NAME OF LAW FIRM], [ADDRESS OF LAW FIRM], Hereinafter Referred to as "LAW FIRM".

1. CLIENT'S CLAIM FOR INJURY OR DAMAGES: CLIENT has been injured or has suffered damages as a result of

[TYPE OF CASE]

occurring on or about [DATE OF ACCIDENT].

CLIENT agrees that the LAW FIRM will make a claim in CLIENT'S behalf against those responsible for CLIENT'S injuries or damages. CLIENT feels those who are responsible are:

[NAME OF DEFENDANT]

2. LEGAL SERVICES: The LAW FIRM will protect CLIENT'S legal rights and do all necessary legal work to properly represent you in this matter.

3. COST AND EXPENSES: In addition to legal fees, CLIENT may be required to pay expenses in connection with the institution and prosecution of your claim. Such expenses may include, among other things, expert's fees and expenses, expenses for other testimony or evidence, court costs, accountant's fees, appraisers' fees, service fees, investigator's fees, deposition costs, costs of briefs, transcripts on appeal and extraordinary photocopying, long-distance telephone and postage expenses. CLIENT will not be required to pay for usual and customary law office overhead expenses, such as local telephone charges, routine photocopying and postage costs and expenses associated with legal research. The LAW FIRM may advance such costs and expenses in CLIENT'S behalf, but is not obligated to do so. In the event the LAW FIRM does advance any costs or expenses, it nevertheless retains the right to refuse to advance further costs and/or expenses should the LAW FIRM, in its sole discretion, determine that it no longer is appropriate to do so.

4. LEGAL FEES: If the LAW FIRM recovers money for the CLIENT which is greater than CLIENT'S costs and expenses (see paragraph 3) CLIENT will pay the LAW FIRM a legal fee. The fee will be based on a percentage of the net recovery. Net recovery is the total recovery on CLIENT'S behalf, minus CLIENT'S costs and expenses, and minus any interest included in a judgment pursuant to R. 4:42-11(b). The fee will be as follows:

**33-1/3% on the first \$750,000 recovered;
30% on the next \$750,000 recovered;**

25% on the next \$750,000 recovered;
20% on the next \$750,000 recovered; and

Fees on all amounts recovered in excess of the above will be determined by the Court.

5. REDUCED FEES FOR INFANTS OR INCOMPETENTS: (Check One)

_____ This Agreement is not signed on behalf of an infant or incompetent.

_____ The legal fees will be reduced to 25% of the net recovery if this matter is settled without trial.

6. ALTERNATIVE FEE PLAN: The LAW FIRM has offered to represent CLIENT and charge CLIENT legal fees which CLIENT will be required to pay even if CLIENT recovers no money. CLIENT has rejected this and has, instead, agreed to pay the contingent fees, as set forth in this Agreement.

7. INCREASED LEGAL FEES: The LAW FIRM may ask that the Court require CLIENT to pay a greater legal fee, if the agreed upon fee is too low in light of the time and effort which the LAW FIRM exerts on your behalf. The Court would then decide whether or not to increase the legal fees.

8. ADDITIONAL AGREEMENT: If an offer has been made to settle this case before trial and the CLIENT, in opposition to the LAW FIRM'S legal advice, rejects the offer and elects to proceed to trial, the CLIENT shall advance all costs and expenses associated with the trial or consents to the LAW FIRM withdrawing from representation.

9. FEE SHARING ACKNOWLEDGMENT: If CLIENT's case was referred to LAW FIRM by another attorney, and confirming by The LAW FIRM, CLIENT acknowledges and consents that the LAW FIRM may share a reasonable portion of its fee with the referring attorney pursuant to Rule 1:39-6(d). Any fee sharing arrangement will not affect the CLIENT's recovery as outlined in Paragraph 5 above.

SIGNATURES: CLIENT has read this Agreement. The LAW FIRM has answered all of CLIENT'S questions and fully explained this Agreement to CLIENT'S complete satisfaction. CLIENT has been given a signed copy of this Agreement.

[NAME OF LAW FIRM]

By: _____
(Attorney)

(Client)

**CONTINGENCY RETAINER AGREEMENT WITH LANGUAGE
TO COLLECT INTEREST ON EXPENSES**

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated [DATE], is made between:

THE CLIENT(S): [CLIENT]

Whose Address is: [ADDRESS]

Hereinafter Referred to as "CLIENT"; and:

THE LAW OFFICES OF [NAME OF LAW FIRM], [ADDRESS OF LAW FIRM], Hereinafter Referred to as "LAW FIRM".

1. CLIENT'S CLAIM FOR INJURY OR DAMAGES: CLIENT has been injured or has suffered damages as a result of

[TYPE OF CASE]

occurring on or about [DATE OF ACCIDENT].

CLIENT agrees that the LAW FIRM will make a claim in CLIENT'S behalf against those responsible for CLIENT'S injuries or damages. CLIENT feels those who are responsible are:

[NAME OF DEFENDANT]

2. LEGAL SERVICES: The LAW FIRM will protect CLIENT'S legal rights and do all necessary legal work to properly represent you in this matter.

3. COST AND EXPENSES: In addition to legal fees, CLIENT may be required to pay expenses in connection with the institution and prosecution of your claim. Such expenses may include, among other things, expert's fees and expenses, expenses for other testimony or evidence, court costs, accountant's fees, appraisers' fees, service fees, investigator's fees, deposition costs, costs of briefs, transcripts on appeal and extraordinary photocopying, long-distance telephone and postage expenses. CLIENT will not be required to pay for usual and customary law office overhead expenses, such as local telephone charges, routine photocopying and postage costs and expenses associated with legal research. The LAW FIRM may advance such costs and expenses in CLIENT'S behalf, but is not obligated to do so. In the event the LAW FIRM does advance any costs or expenses, it nevertheless retains the right to refuse to advance further costs and/or expenses should the LAW FIRM, in its sole discretion, determine that it no longer is appropriate to do so.

4. INTEREST ON EXPENSES ADVANCED IN CLIENT'S BEHALF: CLIENT has been advised that it has the option of having the LAW FIRM advance costs and expenses referred to in Paragraph 3 above or in the alternative, CLIENT may elect to advance a retainer to cover such costs and expenses. In the event CLIENT elects to have the LAW FIRM advance costs and expenses, CLIENT understands that the LAW FIRM will borrow the

funds necessary to cover costs and expenses at an interest rate equal to the prime interest rate plus 1%. CLIENT further understands that in addition to reimbursing costs and expenses at the conclusion of the case from the proceeds of any settlement or judgment, CLIENT will also reimburse the LAW FIRM interest expenses incurred.

_____ CLIENT elects to have LAW FIRM advance costs and expenses and agrees to reimburse LAW FIRM costs and expenses with accrued interest.

_____ CLIENT elects to advance costs and expenses.

5. LEGAL FEES: If the LAW FIRM recovers money for the CLIENT which is greater than CLIENT'S costs and expenses (see paragraph 3) CLIENT will pay the LAW FIRM a legal fee. The fee will be based on a percentage of the net recovery. Net recovery is the total recovery on CLIENT'S behalf, minus CLIENT'S costs and expenses, and minus any interest included in a judgment pursuant to

R. 4:42-11(b). The fee will be as follows:

**33-1/3% on the first \$750,000 recovered;
30% on the next \$750,000 recovered;
25% on the next \$750,000 recovered;
20% on the next \$750,000 recovered; and**

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6. REDUCED FEES FOR INFANTS OR INCOMPETENTS: (Check One)

_____ This Agreement is not signed on behalf of an infant or incompetent.

_____ The legal fees will be reduced to 25% of the net recovery if this matter is settled without trial.

7. ALTERNATIVE FEE PLAN: The LAW FIRM has offered to represent CLIENT and charge CLIENT legal fees which CLIENT will be required to pay even if CLIENT recovers no money. CLIENT has rejected this and has, instead, agreed to pay the contingent fees, as set forth in this Agreement.

8. INCREASED LEGAL FEES: The LAW FIRM may ask that the Court require CLIENT to pay a greater legal fee, if the agreed upon fee is too low in light of the time and effort which the LAW FIRM exerts on your behalf. The Court would then decide whether or not to increase the legal fees.

9. ADDITIONAL AGREEMENT: If an offer has been made to settle this case before trial and the CLIENT, in opposition to the LAW FIRM'S legal advice, rejects the offer and elects to proceed to trial, the CLIENT shall advance all costs and expenses associated with the trial or consents to the LAW FIRM withdrawing from representation.

10. FEE SHARING ACKNOWLEDGMENT: If CLIENT'S case was referred to LAW FIRM by another attorney, and confirming by The LAW FIRM, CLIENT acknowledges and consents that the LAW FIRM may share a reasonable portion of its fee with the referring attorney pursuant to Rule 1:39-6(d). Any fee sharing arrangement will not affect the CLIENT'S recovery as outlined in Paragraph 5 above.

SIGNATURES: CLIENT has read this Agreement. The LAW FIRM has answered all of CLIENT'S questions and fully explained this Agreement to CLIENT'S complete satisfaction. CLIENT has been given a signed copy of this Agreement.

[NAME OF LAW FIRM]

By: _____
(Attorney)

(Client)



**1-005
MEDICAL AUTHORIZATION**

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

PATIENT NAME:

D.O.B.:

ADDRESS:

TELEPHONE:

I hereby authorize [NAME OF MEDICAL PROVIDER] to release my health information to:

[NAME OF LAW FIRM]

[ADDRESS OF LAW FIRM]

The information to be disclosed to and used by the above is for the following purpose: Litigation.

This authorization is limited to the following dates of treatment:

FROM:

TO:

Information to be disclosed: X COMPLETE RECORD

- | | | |
|--|--|--|
| <input type="checkbox"/> EMERGENCY ROOM RECORD | <input type="checkbox"/> CONSULTATIONS | |
| <input type="checkbox"/> HISTORY & PHYSICAL EXAM | <input type="checkbox"/> PROGRESS NOTES | <input type="checkbox"/> ABSTRACT |
| <input type="checkbox"/> OPERATIVE REPORTS & PATHOLOGY | <input type="checkbox"/> LAB, X-RAYS & TESTS | <input type="checkbox"/> BILLING INFO. |
| <input type="checkbox"/> DISCHARGE SUMMARY | <input type="checkbox"/> NURSES' NOTES | <input type="checkbox"/> EEG TRACINGS |
| <input type="checkbox"/> X-RAY FILMS | <input type="checkbox"/> PATHOLOGY SLIDES | <input type="checkbox"/> OTHER |

I understand that the information to be disclosed includes my identity, diagnosis and treatment including ALCOHOL, DRUGS, GENETIC TESTING, BEHAVIORAL OR MENTAL HEALTH SERVICES, REPRODUCTIVE RIGHTS, SEXUALLY TRANSMITTED & INFECTIOUS DISEASES, AIDS and HIV information, as applicable.



It is my intent that the use of the information furnished is prohibited for any purpose other than stated above and that the recipient is prohibited from disclosing this information to any other party to whom disclosure is not necessary or required for the purpose stated above.

I understand that I have the right to revoke this authorization at any time. I understand if I revoke this authorization, I must do so in writing and present my written revocation to the Health Information Management Department. I understand that this revocation will not apply to the extent that you have already taken action in reliance on this authorization. This authorization will automatically expire 120 days from the date of my signature, unless I otherwise specify that this authorization will terminate on the following date, or concurrently with the following event or condition: Unlimited.

PATIENT SIGNATURE: _____

DATE: _____

If legal representative, sign below and state relationship and authority to do so and attach the document of authority.

LEGAL REPRESENTATIVE: _____

DATE: _____

RELATIONSHIP: _____

WITNESS: _____

DATE: _____



1-006
AUTHORIZATION TO PROTECT PAYMENT OF MEDICAL BILLS

Client: [CLIENT]

Date of Accident: [DATE OF ACCIDENT]

I hereby authorize my attorneys, [NAME OF LAW FIRM], to *protect* the payment of any medical bill incurred for diagnosis or treatment of any injuries I sustain as a result of my accident on the date set forth above. I understand *protecting payment* of a medical bill means that when my attorney agrees, in writing, to protect a doctor's bill or the bill of any other medical provider, he is obligated to pay the bill (to the extent that the bill is not covered by my insurance) from the proceeds of any settlement or judgment obtained in my case before I receive any payment. I further understand that my attorneys are not obligated to protect any medical bills unless they specifically agree to do so with the doctor or medical provider in writing. Nothing herein shall obligate my attorney to pay any bill or portion thereof where there is no recovery or a recovery insufficient to pay all of any portion of any medical bill, whether or not it has been protected.

[CLIENT]





1-008
AUTHORIZATION AND REQUEST FOR LOST WAGES

TO: [EMPLOYER'S NAME]
 [EMPLOYER'S ADDRESS]

Re: [CLIENT]
 S.S. #:

You are hereby requested and authorized to furnish to my attorneys, [NAME OF LAW FIRM], [ADDRESS OF LAW FIRM], [CITY OF LAW FIRM], New Jersey [ZIP CODE OF LAW FIRM] [TELEPHONE NUMBER OF LAW FIRM], the information requested below, concerning my loss of wages or earnings as a result of an accident which occurred on [DATE OF ACCIDENT].

 [EMPLOYEE]

1. Occupation and kind of work: _____
2. How long employed by you prior to date of accident: _____
3. Average number of hours per day: _____
4. Average number of days per week: _____
5. Date stopped work: _____, 20__.
6. Date returned to work: _____, 20__.



7. Wages or earnings before date of accident: Hourly rate: \$_____
Average regular weekly pay \$_____. Average weekly
overtime pay \$_____.

8. Wages or earnings after return to work: Hourly rate \$_____.
Average regular weekly pay \$_____ Average weekly
overtime pay \$_____.

9. If any wages or earnings were paid to employee for period
during which he was out: (1) how much was paid (total)
\$_____ (b) for what period _____
(c) nature of payment _____.

ADDITIONAL REMARKS: _____

Date of reply: _____, 20__ _____
[TITLE]



1-009
INITIAL LETTER TO CLIENT—MEDICAL MALPRACTICE CASE

[DATE]

[CLIENT]
[ADDRESS]

RE: Your Potential Medical Malpractice Claim

Dear [MR./MS.] [CLIENT'S LAST NAME]:

It was a pleasure to meet with you recently to discuss your potential medical malpractice claim against [NAME OF DEFENDANT DOCTOR]. I would like to take this opportunity to thank you for the expression of your confidence and trust in selecting our law firm to investigate and hopefully pursue this claim. You can be assured that every effort will be made to maximize the compensation you receive.

As was discussed at the time of our initial meeting, we will be obtaining all relevant medical records needed for an independent expert to evaluate your malpractice claim. After this evaluation has been completed, we will contact you to advise you of the expert's findings.

Needless to say, you may feel free to contact me regarding any questions or concerns you have about your case at any time.

Thank you again for permitting our office to represent you.

Very truly yours,

[NAME OF ATTORNEY]





1-010
WELCOME LETTER TO NON-PERSONAL INJURY CLIENT

[DATE]

[CLIENT]
[ADDRESS]

RE: [CASE NAME]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

It was a pleasure to meet with you on [DATE OF APPOINTMENT] to discuss the above referenced matter. I would like to take this opportunity to thank you for the expression of your confidence and trust in selecting our law firm to represent you.

I invite you to visit our web site located at [www.\[FIRM WEBSITE\].com](http://www.[FIRM WEBSITE].com) which provides background information about our firm and includes helpful information.

Needless to say, you may feel free to contact me regarding any questions or concerns you may have about your case at any time.

Thank you again for permitting our office to represent you.

Very truly yours,

[NAME OF ATTORNEY]





1-011
TAKEOVER AUTHORIZATION TO PRIOR ATTORNEY REQUESTING CLIENT'S FILE

[DATE]

[PRIOR ATTORNEY]

[PRIOR ATTORNEY ADDRESS]

RE: [CASE NAME]

[DOCKET NO.] OR [DATE OF ACCIDENT]

Dear [MR./MS.] [PRIOR ATTORNEY LAST NAME]:

I hereby authorize and direct that you transfer my file in the above referenced matter to my new attorneys, [NAME OF LAW FIRM], [ADDRESS OF LAW FIRM], [CITY OF LAW FIRM], New Jersey [ZIP CODE OF LAW FIRM], Attention: [NAME OF ATTORNEY]. Kindly direct any questions or comments to my new attorneys.

Thank you for your cooperation in this matter.

[CLIENT]





1-012
LETTER TO CLIENT'S PRIOR ATTORNEY REQUESTING CLIENT'S FILE

[DATE]

VIA: NEW JERSEY LAWYERS SERVICE

[PRIOR ATTORNEY]

[PRIOR ATTORNEY ADDRESS]

RE: [CASE NAME]
[DOCKET NO.] OR [DATE OF ACCIDENT]

Dear [MR./MS.] [PRIOR ATTORNEY LAST NAME]:

[CLIENT], who has been represented by your office, has contacted me and has requested I assume [HIS/HER] representation with respect to the above-referenced matter.

I enclose herein an authorization signed by [CLIENT] directing the transfer of the file. In order not to in any way prejudice this claim, I would appreciate your forthwith transmittal to me of your complete files.

I respectfully remind you of your obligation to release these files forthwith in accordance with established authority. *See Frankel v. Frankel*, 252 N.J. Super. 214 (App. Div. 1991); Supreme Court Advisory Committee on Professional Ethics, Opinion 554 (1985).

Thank you for your understanding and anticipated immediate attention to this matter.

Very truly yours,

[NAME OF ATTORNEY]





1-013
THANK YOU REFERRAL LETTER TO ATTORNEY FROM
CERTIFIED CIVIL TRIAL ATTORNEY

[DATE]

[REFERRING ATTORNEY]
[REFERRING ATTORNEY ADDRESS]

RE: Referral of [CLIENT]

Dear [MR./MS.] [REFERRING ATTORNEY'S LAST NAME]:

Thank you for the confidence in our office reflected in your referral of [CLIENT] for [HIS/HER] claim arising out of the accident that occurred on [DATE OF ACCIDENT]. I can assure you our office will make every effort to maximize the recovery received by [MR./MS.] [CLIENT'S LAST NAME] in this matter.

Needless to say, I have marked my file to fully protect your referral interest and I shall keep you advised periodically as to our progress on this claim. You can be assured that [MR./MS.] [CLIENT'S LAST NAME] will receive our most conscientious and professional attention.

If you have any questions, or should you otherwise wish to discuss this matter, please feel free to call upon me.

Very truly yours,

[NAME OF ATTORNEY]





1-014
THANK YOU REFERRAL LETTER TO ATTORNEY
FROM NON-CERTIFIED CIVIL TRIAL ATTORNEY

[DATE]

[REFERRING ATTORNEY]
 [REFERRING ATTORNEY ADDRESS]

RE: Referral of [CLIENT]

Dear [MR./MS.] [REFERRING ATTORNEY'S LAST NAME]:

Thank you for the confidence in our office reflected in your referral of [CLIENT] for [HIS/HER] claim arising out of the accident that occurred on [DATE OF ACCIDENT]. I can assure you our office will make every effort to maximize the recovery received by [MR./MS.] [CLIENT'S LAST NAME] in this matter.

I shall keep you advised periodically as to our progress on this claim. You can be assured that [MR./MS.] [CLIENT'S LAST NAME] will receive our most conscientious and professional attention.

If you have any questions, or should you otherwise wish to discuss this matter, please feel free to call upon me.

Very truly yours,

[NAME OF ATTORNEY]





1-015
THANK YOU REFERRAL LETTER TO NON-ATTORNEY

[DATE]

[NAME OF REFERRAL SOURCE]

[ADDRESS OF REFERRAL SOURCE]

RE: Referral of [CLIENT]

Dear [MR./MS.] [REFERRAL SOURCE'S LAST NAME]:

I would like to thank you for your kind referral of [CLIENT] whom I saw in my office on [DATE OF CLIENT APPOINTMENT]. I can assure you that our office will make every effort to maximize the compensation received by [CLIENT] for this accident.

The expression of your confidence in our law firm, demonstrated by this referral, is greatly appreciated.

Sincerely,

[NAME OF ATTORNEY]





1-016
LETTER TO POTENTIAL REFERRING ATTORNEY

[DATE]

[POTENTIAL REFERRAL LAW FIRM]
[POTENTIAL REFERRAL LAW FIRM ADDRESS]

Attention: [NAME OF POTENTIAL REFERRAL ATTORNEY]

RE: [CLIENT]
Date of Accident: [DATE OF ACCIDENT]

Dear [MR./MS.] [LAST NAME OF POTENTIAL REFERRAL ATTORNEY]:

I welcomed the opportunity of your contacting me recently with respect to the potential referral of your client, [CLIENT]. I appreciate very much the confidence reflected in our office by this referral. The principals of our firm are Certified Civil Trial Attorneys, and we limit our practice to contingent fee representation in matters involving complex and substantial negligence and products liability litigation, as well as professional malpractice including both medical and legal malpractice.

As a Certified Civil Trial Attorneys licensed by the Supreme Court of New Jersey, I welcome and encourage referrals from other attorneys and I am pleased to say that such constitutes a very significant portion of our practice.

Pursuant to the Rules of the New Jersey Courts, and as Certified Civil Trial Attorneys, I am permitted to pay referral fees to attorneys who refer clients to us without the need of that attorney performing any work whatsoever. Because we handle nothing other than negligence, products liability and professional malpractice claims, you can be assured that any other matters that your client may have will be referred back to you. I also will pay a referral fee if your client refers another negligence case to us. You may not have realized that it can be financially beneficial to your firm to refer negligence and products liability matters, but it can. From your point of view it amounts to either a telephone call or short note to us. In the long run, you and your client will benefit substantially.



You can be assured that any client referred to our office will receive the most conscientious and professional of representation with respect to the matter referred with the sensitivity and awareness that the client will remain yours and will be referred back to you upon the completion of our individualized transactional representation.

I am enclosing herewith copy of our Firm Brochure to more specifically familiarize you with our firm.

Thank you once again for allowing me this opportunity to familiarize you with my firm. I look forward to future opportunities to be of assistance to you and your clients.

Sincerely,

[NAME OF ATTORNEY]



1-017
LETTER TO ATTORNEY REFERRING NEW CASE

[DATE]

[REFERRED LAW FIRM]

[REFERRED LAW FIRM ADDRESS]

Attention: [NAME OF REFERRED ATTORNEY]

RE: [CLIENT]

Dear [MR./MS.] [REFERRED ATTORNEY'S LAST NAME]:

I am pleased to refer [CLIENT] to you for the purpose of handling [HIS/HER] case. I am enclosing a copy of my file for [MR./MS.] [CLIENT'S LAST NAME] for your review.

Would you kindly confirm that you will be assuming the representation of [CLIENT] by return correspondence.

If you have any questions regarding this matter, please feel free to call upon me.

Very truly yours,

[NAME OF ATTORNEY]



1-018
LETTER TO CLIENT REFERRING CASE

[DATE]

[CLIENT]

[ADDRESS]

RE: [CASE NAME]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

As I discussed with you, I am referring the above-referenced matter to [REFERRED ATTORNEY'S NAME] who is an attorney who specializes in handling this type of matter. I have written to [REFERRED ATTORNEY'S NAME] requesting that [HE/SHE] review this matter, contacting you for the purpose of assuming your representation.

If you have any questions, or if I may be of assistance to you in the future, please feel free to call upon me.

Very truly yours,

[NAME OF ATTORNEY]

1-019
LETTER REQUESTING POLICE REPORT

[DATE]

[NAME] Police Department
[ADDRESS OF POLICE]

Attention: Police Record Bureau

RE: My Client: [CLIENT]
Date of Accident: [DATE OF ACCIDENT]
Police Report No:

Dear Sir/Madam:

Please be advised that this office has been retained to represent [CLIENT] for injuries sustained as a result of an automobile accident occurring on [DATE OF ACCIDENT] which was investigated by your department. Would you kindly provide a copy of the report filed on the following accident:

DATE OF ACCIDENT: [DATE OF ACCIDENT]

LOCATION OF ACCIDENT: [STREET OF ACCIDENT]
[CITY]

PARTIES INVOLVED: [CLIENT] AND [DEFENDANT]

I have enclosed our check in the amount of \$[COST] to cover your fee for this request. I am also enclosing a self-addressed stamped envelope for your reply.

Should you have any questions, please feel free to call upon me.

Very truly yours,

[NAME OF ATTORNEY]



1-020
NOTICE DEFENDANT LETTER—MOTOR VEHICLE CASE

[DATE]

[DEFENDANT]

[DEFENDANT ADDRESS]

RE: [CASE NAME]

Date of Accident: [DATE OF ACCIDENT]

Dear [MR./MS.] [DEFENDANT'S LAST NAME]:

This office has been retained to represent [CLIENT] for injuries sustained as a result of a motor vehicle accident occurring on [DATE OF ACCIDENT] in which you or your vehicle was involved.

I assume that at the time of this accident you were covered by a policy of insurance, and I would therefore request and strongly suggest that you forward this letter to your insurance carrier requesting that they contact the undersigned to discuss this matter.

In the event that you were uninsured at the time of this accident or should you otherwise wish to discuss this matter, please feel free to call upon me.

Thank you for your anticipated cooperation in this matter.

Very truly yours,

[NAME OF ATTORNEY]

cc: [NAME OF LIABILITY INSURANCE CARRIER] (Policy No.)





1-021
VERIFY LIABILITY COVERAGE—MOTOR VEHICLE ACCIDENT

[DATE]

[LIABILITY INSURANCE COMPANY]
[LIABILITY INSURANCE COMPANY ADDRESS]
Attention: Liability Claims

RE: My Client: [CLIENT]
Your Insured: [DEFENDANT]
Policy No:
Claim No:
D/A: [DATE OF ACCIDENT]

Dear Sir/Madam:

This office has been retained to represent [CLIENT] for injuries sustained as a result of an accident occurring on [DATE OF ACCIDENT] involving your insured, [DEFENDANT]. Would you kindly verify liability coverage and provide me with the name of the adjuster assigned to this claim as well as the correct claim number. A self-addressed stamped envelope is enclosed for your convenience.

In the event you wish to discuss this matter, please feel free to call upon me.

Thank you for your consideration in this matter.

Very truly yours,

[NAME OF ATTORNEY]





1-022
REQUEST MUNICIPAL COURT DISPOSITION—MOTOR VEHICLE ACCIDENT

[DATE]

[NAME OF MUNICIPALITY]

[ADDRESS OF MUNICIPALITY]

Attention: Court Clerk

RE: State of New Jersey vs. [DEFENDANT]

Summons No:

My Client: [CLIENT]

Dear Sir/Madam:

Would you kindly provide the undersigned with the Defendant's plea and disposition with respect to the above-referenced summons. A self-addressed stamped envelope is enclosed for your reply.

Thank you for your anticipated cooperation in this matter.

Very truly yours,

[NAME OF ATTORNEY]





1-023
WELCOME DOCTOR LETTER—MOTOR VEHICLE ACCIDENT

[DATE]

[NAME OF PROVIDER]

[ADDRESS OF PROVIDER]

RE: My Client/Your Patient: [CLIENT]

Date of Accident: [DATE OF ACCIDENT]

Dear [DR./MR./MS.] [PROVIDER'S LAST NAME]:

This office has been retained to represent for injuries sustained as a result of an accident occurring on [DATE OF ACCIDENT]. I am advised by [CLIENT] that [HE/SHE] has come under your care as the result of the injuries sustained in this accident. Upon my client's discharge from treatment, I shall write to you to request a formal narrative report.

In the event you have not already been provided with insurance information, please be advised that [CLIENT]'s medical bills are payable by the following insurance company:

INSURANCE CARRIER:

ADDRESS:

ATTENTION:

CLAIM NO.:

My office will be happy to submit your bill for treatment of [CLIENT] to the insurance company for payment. If you prefer to submit your bill directly, I would appreciate your providing my office with a copy of the bill at the time it is forwarded to the insurance company to ensure prompt payment.



Needless to say, if you have any questions or should you otherwise wish to discuss my client's treatment, please feel free to call upon me.

Very truly yours,

[NAME OF ATTORNEY]



1-024
NOTICE DEFENDANT LETTER—NON-MOTOR VEHICLE ACCIDENT

[DATE]

[DEFENDANT]

[DEFENDANT ADDRESS]

RE: [CASE NAME]

Dear [MR./MS.] [DEFENDANT'S LAST NAME]:

This office has been retained to represent [CLIENT] for injuries sustained as a result of an accident occurring on [DATE OF ACCIDENT].

I assume that at the time of this accident you were covered by a policy of insurance, and I would therefore request and strongly suggest that you forward this letter to your insurance carrier requesting that they contact the undersigned to discuss this matter.

In the event that you were uninsured at the time of this accident or should you otherwise wish to discuss this matter, please feel free to call upon me.

Thank you for your anticipated cooperation in this matter.

Very truly yours,

[NAME OF ATTORNEY]





1-025
WELCOME DOCTOR LETTER—NON-MOTOR VEHICLE ACCIDENT

[DATE]

[NAME OF PROVIDER]

[ADDRESS OF PROVIDER]

RE: My Client/Your Patient: [CLIENT]

Date of Accident: [DATE OF ACCIDENT]

Dear [DR./MR./MS.] [PROVIDER'S LAST NAME]:

This office has been retained to represent for injuries sustained as a result of an accident occurring on [DATE OF ACCIDENT]. I am advised by [CLIENT] that [HE/SHE] has come under your care as the result of the injuries sustained in this accident. Upon my client's discharge from treatment, I shall write to you to request a formal narrative report.

My office will be happy to submit your bill for treatment of [CLIENT] to the insurance company for payment. If you prefer to submit your bill directly, I would appreciate your providing my office with a copy of the bill at the time it is forwarded to the insurance company to ensure prompt payment.

Needless to say, if you have any questions or should you otherwise wish to discuss my client's treatment, please feel free to call upon me.

Very truly yours,

[NAME OF ATTORNEY]





1-026
LETTER TO CLIENT REQUESTING INSURANCE INFORMATION

[DATE]

[CLIENT]

[ADDRESS]

RE: [CASE NAME]

Dear [MR./MS.] [CLIENT'S LAST NAME]:

In order to process payment of your medical bills, it is necessary that you provide me with the name, address and policy number for any policy of medical insurance that covered you as of the time of your accident. If you have already submitted bills in connection with this accident and have been provided with a claim number, please supply me with this information as well. Finally, if you normally submit your medical bills through the personnel office at your place of employment, please provide me with the name, address and telephone number of your personnel manager.

In the event you were not covered by any policy of medical insurance at the time of your accident, please let me know as soon as possible.

If you have any questions regarding this matter, please feel free to call upon me.

Very truly yours,

[NAME OF ATTORNEY]





1-027
REQUEST RECORD PROPERTY OWNER—FALL DOWN CASE

[DATE]

[NAME OF MUNICIPALITY]
[ADDRESS OF MUNICIPALITY]
Attention: Tax Assessing Department

RE: My Client: [CLIENT]

Dear Sir/Madam:

Would you kindly advise the undersigned as to the name and address of the record owner of the premises located at [ADDRESS OF WHERE ACCIDENT OCCURRED], [TOWN WHERE ACCIDENT OCCURRED], NJ as of [DATE OF ACCIDENT]. A self-addressed stamped envelope is enclosed for your reply.

Thank you for your cooperation in this matter.

Very truly yours,

[NAME OF ATTORNEY]

