

**CREWMEMBER & MARITIME ADVOCACY CENTER
and/or DOWNS BRILL WHITEHEAD**

MARITIME CLIENT INFORMATION

Last Name / Nombre Apellido Paterno _____

First Name / Nombre _____

Employee ID # /N° de Identificacion como empleado _____

Passport _____

E-Mail Address: _____

Date of Birth (month, day, year) / Fecha de nacimiento, (mes, dia, ano) ____/____/____

Nationality Nacionalidad _____

Permanent Home Address / Direccion

Permanente _____

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—

Telephone Country Code, City Code, No. / No. codigo del pais, codigo de la ciudad, No. Telefono

(____)_____-_____-_____ and/or (____)_____-_____-_____

Currently staying at (Address/Hotel) Direccion temporaria (Hotel)

Telephone: _____ **Room #** _____

Other Telephone Number we can reach you: _____

Marital Status Estado Civil:

Name of spouse Nombre del conyugue: _____

Names and Date of birth of your children Nombres y fechas de nacimiento de sus hijos:

Who sent you to our office? *Quien lo refirio a nuestra oficina*_____

Name and Address of your Employer *Nombre y Direccion de su Patrono*

Name of Ship *Nombre del*

*Barco*_____

Flag of Ship *Bandera del*

*Barco*_____

Name and address of owner or registered agent of ship *Nombre y direccion del dueño o agente registrado del barco:* _____

Normal route of ship:(Port of call) *ruta del barco* _____

Name of any port in the U.S. were this ship docs *Nombre de puertos en EEUU donde ancla el barco:* _____

Did you have a written contract? *Tenia usted un contrato por escrito?*

Place where you signed the cotract? *Lugar donde firmo el contrato?:*

When did the contract begin and end? *¿Cuando empezo y termino el contrato?*

_____ **to / a** _____

Date of Embarkation *Fecha de embarcacion:*

(mm/dd/yy)_____

Date of Disembarkation *Fecha de desembarcacion:*

(mm/dd/yy)_____

Monthly Salary *Salario Mensual* \$_____

Monthly Overtime *Tiempo Extra Mensual* \$_____ ; **Per hour *Por hora.*** \$_____

Monthly Tips *Propinas Mensuales* \$_____

Other Monthly Income *Otros Ingresos Mensuales* \$ _____

Total *Total* \$ _____

Were any wages deducted? *¿Se le deducian saldos?* _____

Date and time of Accident *Fecha y hora del Accidente* ____ / ____ / ____ : ____ a.m. /
p.m.

(month, day, year) (mes, dia, ano)

Description of Accident/ *Descripcion del accidente:* _____

Location / *Lugar* _____

Your position on the date of the accident: *Su cargo en la fecha del accidente:* _____

Was a report of the accident made? *¿Se hizo un reporte por el accidente?* _____

Date of report *Fecha del reporte* _____

Did you sign the report? *¿Firmo usted el reporte?* _____

Where was the ship at the time of the accident? *¿Donde estaba el barco en el momento del accidente?* _____

Do you have or can you obtain pictures of this accident? *¿Tiene usted o podria obtener fotografias de este accidente?* _____

Did anything on board brake as a result of your accident? *¿Se quebro algo abordo del barco a consecuencia de su accidente?* **Yes** *Si* ____ / **No** *No* ____ **What and how?** *¿Que y como?* _____

Dangerous Condition Which Caused Accident/ *Condicion peligrosa que causo su accidente*

Injuries Sustained in this Accident Conditions(including Psychiatric)/Lesiones o heridas sostenidas (incluyendo psiquiatricas) _____

_____ **What is your current medical condition? Cual es su condicion medica actualmente?**

_____ **What medical physical or mental problems are you suffering as a result of this accident? ¿De que problema medico fisico o mental esta sufriendo a causa de este accidente?**

_____ **Name, address and phone numbers of all witness Nombres, direcciones y numeros de telefono de los testigos:**

Name Nombre: _____

Address Direccion: _____

Teleohone No. No. de telefono: _____

Name Nombre: _____

Address Direccion: _____

Teleohone No. No. de telefono: _____

Name Nombre: _____

Address Direccion: _____

Teleohone No. No. de telefono: _____

Name Nombre: _____

Address Direccion: _____

Teleohone No. No. de telefono: _____

Name of all the doctors who have or are treating you because of this accident *Nombre de todos los medicos que lo han atendido por este accidente:*

Name Nombre: _____

Address Direccion: _____

Telephone No. No. de telefono: _____

Name Nombre: _____

Address Direccion: _____

Telephone No. No. de telefono: _____

Name Nombre: _____

Address Direccion: _____

Telephone No. No. de telefono: _____

Hospitals or clinics in which you have been treated because of this accident *Hospitales o clinicas en las cuales se haya atendido por este accidente:*

Name Nombre: _____

Address Direccion: _____

Telephone No. No. de telefono: _____

Date of admittance Fecha en que fue admitido

alli: _____

Name Nombre: _____

Address Direccion: _____

Telephone No. No. de telefono: _____

Date of admittance Fecha en que fue admitido

alli: _____

Name Nombre: _____

Address Direccion: _____

Telephone No. No. de telefono: _____

Date of admittance Fecha en que fue admitido

alli: _____

Did you have a physical examination performed before you were employed? *¿Le hicieron un exament fisico antes de ser empleado?* _____ **Date Fecha** _____

Name, Address and telephone number of the doctor who performed the examination
Nombre, direccion y numero de telefono del medico que lo examino:

Name Nombre: _____
Address Direccion: _____
Telephone No. No. de telefono: _____

Have you had any previous accidents or serious illness? Explain *¿Ha tenido algun otro accidente o enfermedad grave? Explique:* _____

Injuries sustained for previous accident(including psychiatric) lesiones o heridas sostenidas (incluyendo psiquiatricas) _____

The information requested is confidential. However, filling out this form does not guarantee legal representation, nor does it imply any evaluation of the merits of your case.

La informacion que se ha obtenido es confidencial. Sin embargo, el que usted llene este documento no le garantiza una representacion legal, ni le implica una evaluacion de los meritos de su caso.

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 or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any 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 from 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 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-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about 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 her 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 others lawyers. If 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 it 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 the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

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

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept 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 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 resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

12. Please be aware of the following:(i) you may choose any healthcare provider that you want or we may recommended one at your request; and (ii) Craig T. Downs is a shareholder, officer and director of a Limited Liability Corporation that has a financial interest in a partnership that operates a Magnetic Resonance Imaging center known as Open MRI of Miami-Dade, Ltd. (the “Center”). The Center provides magnetic resonance imaging (“MRI”) diagnostic services on an outpatient basis. If your healthcare provider determines that you will require an MRI diagnostic scan in connection with your treatment, you are not required to have this scan performed at the Center, and you may select any MRI center or other facility to perform this scan. By execution of this disclosure statement you hereby acknowledge that (a) you have been informed of Craig T. Downs’ indirect financial interest in the Center; and (b) that you consent to and waive any objection to the indirect financial interest that Craig T. Downs has in the Center if you choose to have your MRI at the Center.

_____	_____	_____	_____
CLIENT	DATE	ATTORNEY	DATE

**CREWMEMBER & MARITIME ADVOCACY CENTER
and/or DOWNS BRILL WHITEHEAD**

RETAINER AGREEMENT

This Retainer Agreement sets forth the terms and conditions under which _____ (“Client”) agrees to retain CREWMEMBER AND MARITIME ADVOCACY CENTER (“ the Firm”) as legal counsel and under which the Firm agrees to represent the Client. The terms and conditions of this undertaking are as follows:

1. The Client employs the Firm to represent Client in enforcing a cause of action for personal injury arising out of: _____
_____. The Firm accepts this employment and agrees to take steps that are in its judgement reasonable and advisable to enforce Client’s rights.

2. As compensation for its services, the Client agrees to pay the Firm the higher of an amount awarded by the Court or a reasonable fee as follows:

- (A) 33 1/3 percent of any recovery up to \$1,000,000 through the time of filing of an answer or a demand for appointment of arbitrators;
- (B) 40 percent of any recovery up to \$1,000,000 through the trial of the case;
- (C) 30 percent of any recovery between \$1-2 million;
- (D) 20 percent of any recovery in excess of \$2,000,000;
- (E) If all defendants admit liability at the time of filing their initial answers and request a trial on damages only:
 - (1) 33 1/3 percent of any recovery up to \$1,000,000 through the trial of the case;
 - (2) 20 percent of any recovery between \$1-2 million; and
 - (3) 15 percent of any recovery in excess of \$2,000,000; and
- (F) An additional fee of 5 percent of any recovery after notice of appeal is filed or post-judgement relief or action is required for recovery on the judgement.

3. In addition, the Client is responsible for all reasonable and necessary costs and expenses incurred by the Firm. These expenses include but are not limited to, filing fees, transcript costs, court reporter fees, copying and printing costs, mailing costs, telephone bills, computer-based legal research connect time, investigator fees, expert fees, and any other necessary expenses incurred in the

representation of the Client, plus interest. Whenever possible, the Client will be consulted prior to incurring any major expenditures. The Client consents to the Firm signing any “letter of protection” when the Firm deems it appropriate; a “letter of protection is an agreement by the Firm to withhold sufficient funds from any settlement or judgement received by the Client to pay any outstanding bills owed to a doctor or hospital.

4. The contingent fee amount is based upon the gross recovery before costs. All costs will be paid from any proceeds recovered for the Client after accounting for the fee, and if no recovery is made, the Client will not be indebted to the Firm for any sum whatsoever as fees. However, in the event that the Client is not successful as the prevailing party, the prevailing party may have the right to tax attorneys’ fees and/or costs against the Client. Also, the Firm is given a lien by the Client from any settlement or judgement to deduct and retain any fees and costs from its trust account prior to disbursing the balance to the Client.

5. The undersigned client has, before signing this contract, received and read the statement of client’s rights and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the Firm.

6. This contract may be canceled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if canceled the client shall not be obligated to pay any fees to the attorney for the work performed during that time. If the attorney has advanced funds to others in representation of the client, the attorney is entitled to be reimbursed for such amounts as the attorney has reasonably advanced on behalf of the client. The Client may terminate the Firm’s engagement by written notice after three (3) business days of the date this agreement was signed, as shown below, but if so canceled, the Firm may place a charging lien for fees to the Firm for the work it performed. The Firm also has a right to terminate this engagement, subject to an obligation to give the Client reasonable notice to permit it to obtain alternative representation or services and subject to applicable ethical provisions. In the event of such termination, the Firm will provide reasonable assistance in effecting a transfer of responsibilities to the new firm.

7. _____, Esquire will be the attorney primarily responsible for this matter. The Client understands and agrees that other members of the Firm, associates or paralegals, may assist lead counsel in the preparation and trial of the case. Client further understands and agrees

that the firm's of-counsel, the law firm of Downs Brill Whitehead, its partners, associates and/or paralegals may also assist or serve as lead counsel in the event this matter goes into litigation. In that event, the Firm will pay 50% of its fees to Downs Brill Whitehead; it will, therefore, not cost Client any additional amount in fees.

8. The Client and the Firm agree and request that this Retainer Agreement, its terms and conditions, and the amount of any fees and/or expenses paid in connection with it, will remain strictly secret, confidential, private and considered part of the attorney-client and work product privileges, unless and until the Client affirmatively waives such privilege and confidentiality, or a court orders disclosure, after all appropriate litigation and appellate remedies have been sought.

9. This Retainer Agreement constitutes the entire agreement between the Firm and the Client, and there are no oral agreements or understandings other than that which is contained herein. All amendments, additions or changes to this agreement shall be in writing and agreed to and signed by the parties. The laws of the State of Florida shall govern the interpretation of this Retainer Agreement, including all rules or codes of ethics which apply to the provision of services.

I HAVE READ the foregoing Retainer Agreement and accept and approve the terms and conditions therein and agree to be bound thereby.

Dated this _____ day of _____, 20__.

Client

Attorney

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, _____ residing at: _____, make constitute, and appoint **CREWMEMBER & MARITIME ADVOCACY CENTER** and/or **DOWNS BRILL WHITEHEAD**, as my agent and attorney-in-fact to act in my name, place, and stead to negotiate any check or draft received pursuant to a negotiated settlement or final judgment obtained in connection with my personal injury claim, arising from my accident on _____, for the purpose of deducting from same payment of attorney's fees, pursuant to the retainer agreement with said firm which is attached hereto and incorporated by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.

Sealed and delivered in the presence of:

WITNESS

AFFIANT/ CLIENT

WITNESS

AFFIANT

STATE OF
COUNTY OF

BEFORE ME, the undersigned authority personally appeared: _____ who upon being duly sworn deposes and says that he/she is the affiant in the above and foregoing full power of attorney and acknowledged same to be his/hers act and deed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____,

by _____, who is personally known to me or has produced
_____ as identification.

My Commission Expires:

NOTARY PUBLIC

CREWMEMBER & MARITIME ADVOCACY CENTER
and/or **DOWNS BRILL WHITEHEAD**

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION (PHI)

This medical authorization hereby authorizes physicians, hospitals, and any medical attendant or records custodian to disclose my protected health information to **CREWMEMBER & MARITIME ADVOCACY CENTER**, and/or **DOWNS BRILL WHITEHEAD**, or to any representative, attorney or investigator from **CREWMEMBER & MARITIME ADVOCACY CENTER** and/or **DOWNS BRILL WHITEHEAD**, for the purpose of legal evaluation of a potential lawsuit. Information obtained with this authorization will be used.

My protected health information may include complete medical records, emergency and urgent care records, billing statements, diagnostic imaging reports, transcribed hospital reports, clinician office chart notes, laboratory reports, dental records, pathology reports, physical therapy records, hospital records (including nursing records and progress notes), and any personal or medical information related to the purpose of this authorization. This medical authorization also includes examination reports, hospital records, x-ray films, and the furnishing of any other information including opinions. I understand that **CREWMEMBER & MARITIME ADVOCACY CENTER** and/or **DOWNS BRILL WHITEHEAD** needs my specific authorization to release my protected health information pertaining to the items listed, by initialing, I authorize release of the information pertinent to my case: chemical dependency (including alcohol/drug treatment)____, HIV/AIDS____, genetic information____, mental health information (excludes psychotherapy notes)_____.

I may refuse to sign this authorization and that it is strictly voluntary. I may cancel this authorization at any time in writing to prevent future disclosures; but if I do, it will not have any affect on any actions taken prior to receiving the revocation. **CREWMEMBER & MARITIME ADVOCACY CENTER** and/or **DOWNS BRILL WHITEHEAD** will not put conditions on treatment, payment, enrollment or eligibility based on the status of this Authorization. **CREWMEMBER & MARITIME ADVOCACY CENTER** and/or **DOWNS BRILL WHITEHEAD** will not use or disclose the PHI for any purpose other than the litigation or proceedings for which the PHI was requested and obtained. **CREWMEMBER & MARITIME ADVOCACY CENTER** and/or **DOWNS BRILL WHITEHEAD** will insure, at the conclusion of the litigation or proceedings, that the PHI, and all copies made, will be returned to the covered entity from which it was obtained, or will be destroyed.

I have retained **CREWMEMBER & MARITIME ADVOCACY CENTER** and/or **DOWNS BRILL WHITEHEAD** to represent me in connection with a claim resulting out of an incident on _____, 20__, and I have authorized said law firm to take any and all necessary steps to secure the collection of any monetary damages sustained as a direct result.

Your full cooperation with **CREWMEMBER & MARITIME ADVOCACY CENTER** and/or **DOWNS**

BRILL WHITEHEAD is hereby requested. Please do not disclose any medical information to any insurance adjuster or any other person without written authority from myself.

I have read and understand the above and authorize the disclosure of the protected health information as stated.

ALL PRIOR AUTHORIZATIONS ARE HEREBY CANCELED.

CLIENT

CLIENT REPRESENTATIVE / LEGAL GUARDIAN

MEDICAL AUTHORIZATION EXPIRES UPON SETTLEMENT OF LAW SUIT

AUTHORIZATION FOR LEGAL DOCUMENTS

TO WHOM IT MAY CONCERN:

This authorizes all present attorney and legal representatives to furnish full and complete legal information and complete legal files hereby requested by the undersigned to **CREWMEMBER ADVOCACY CENTER**, and/or **DOWNS BRILL WHITEHEAD**, to any representative, attorney or investigator from said law firm, said loss occurred on _____.

Said attorney has been retained to represent me in connection with the claim and to take all necessary steps to secure the collection thereof.

Your full cooperation with my attorney is requested. You are further requested to disclose no information to any insurance adjuster or other person without written authority to do so.

ALL PRIOR AUTHORIZATION ARE HEREBY CANCELED.

SWORN AND SUBSCRIBED before me this _____ day of _____, 20____, by _____, who is personally known or has produced _____, as identification.

Notary Public
State of Florida

My Commission Expires: