

FOOD POISONING INJURY INTERVIEW FORM

Client's Name _____

Please answer the following questions. An attorney from our office will contact you for additional information if necessary.

1. What is your full name and date of birth?

2. With respect to the incident, please provide:
 - A. The date and time of the incident/when you became ill

 - B. The location of the incident (address)
CLUB MONTE CARLO

3. Please state the restaurant location where you were suffered your food poisoning?
CLUB MONTE CARLO

4. Please describe the meal you ate at the hall (all courses) and everything you consumed in the 24 hours before eating at the restaurant (as much as you can recall).

10. Have you been contacted by any representative or adjuster from the hall? If so please provide us with that information.

11. Have you signed any Releases with the hall or adjuster for your claims?

12. Have you accepted any money, for medical bills or anything else from the hall? If so, please describe.

WE LOOK FORWARD TO WORKING ON YOUR CASE AND ASK THAT YOU SEND THIS ANSWER FORM BACK AS SOON AS POSSIBLE SO THAT WE CAN START OUR INVESTIGATION. WE WILL OBTAIN YOUR MEDICAL RECORDS.

PLEASE DO NOT SIGN ANY AGREEMENTS WITH THE HALL OR INSURANCE ADJUSTERS AS THEY MAY EXTINGUISH ALL OTHER CLAIMS.

**CONTINGENT ATTORNEY FEE AGREEMENT
(Non-Auto Liability Claims)**

This agreement is made between **BUCKFIRE & BUCKFIRE, P.C.** (“the law firm”) and: _____ (“the client”): The term “client” includes multiple clients, if applicable.

The client retains the law firm to act as attorneys on the client’s behalf regarding any and all claims arising out of the personal injury or wrongful death of:

_____ as a result of an incident which occurred **on or about October 2, 2010**, in/at **THE CLUB MONTE CARLO IN SHELBY TWP., MICHIGAN.**

The client agrees to retain the law firm and the law firm agrees to represent the client on the following basis:

Monetary Settlement or Verdict. If the claim is resolved (whether by verdict or settlement) by a single monetary payment, the law firm shall be entitled to receive an attorney fee of one-third (1/3) of the net sum recovered, after first deducting all litigation expenses (as defined herein) properly chargeable to the enforcement of the claim or prosecution of the action.

Structured Settlement or Installment Judgment. If the claim is resolved (whether by verdict or settlement) in such a manner that all or a portion of the amount recovered is to be paid in future installment payments, the law firm shall be entitled to receive an attorney fee of one-third (1/3) of the present day cash value of the total amount of present and future payments recovered, after first deducting all litigation expenses properly chargeable to the enforcement of the claim or prosecution of the action.

No Verdict or Settlement. No legal fee will be charged if no money or property is recovered.

Litigation Expenses. Litigation expenses include (but are not limited to): filing fees, motion fees, lay and/or expert witness fees, charges of private investigation, charges of research, charges of nurses and doctors, charges paid to obtain reports or records, fees charged by court reporters, travel expenses, long distance telephone charges, photocopying and/or reproduction of documents, and the professional fees and expenses of other lawyers or law firms who render services to open, maintain, and close probate estates which are necessary to pursue the claim referenced above, etc. The client may elect to reimburse the law firm for these expenses as they are incurred. Alternatively, the client may elect to have the law firm advance expenses on the client’s behalf as they are incurred by drawing upon its line of credit with the lending institution of its choosing. If this option is elected, the client agrees to reimburse the law firm for all expenses, including actual interest paid by the law firm to the lending institution, but in an amount not to exceed 7% simple interest per year. This reimbursement shall be made at the time

payment of any recovery is made to the client or at the conclusion of the case, whichever occurs first. If there is no recovery, the client will not be responsible for reimbursement of any interest payments.

- OPTION 1: I elect to pay litigation expenses as they are incurred.
- OPTION 2: I elect to have the law firm advance all litigation expenses by drawing upon its line of credit, with reimbursement of these expenses to be deferred until the payment of any recovery or at the conclusion of the case

If the client fails to check either option indicated above, then it is agreed that the client hereby chooses OPTION 2.

Duration of Representation. The law firm agrees to represent the client through all proceedings at the trial court level, as well as at all appellate stages where the client seeks to uphold a favorable decision, judgement or verdict. The law firm, in its sole discretion, may elect to represent the client when the client desires to appeal an unfavorable decision or judgment at the trial court level. The law firm reserves the right, however, to withdraw from the client's representation whenever it determines that this action is required by law, court rule, the Rules of Professional Conduct or if further investigation or developments reveal that the client's case lacks sufficient merit to justify further proceedings

Referral Fee. The client acknowledges and agrees that attorney Not Applicable referred the client to **Buckfire & Buckfire, P.C.** and, as a result, said firm has agreed to share the attorney fee with the referring attorney by paying a Not Applicable co-counsel advisory fee.

Declination of Other Fee Arrangements. The client acknowledges that attorneys may be employed under other fee arrangements in which the attorney or law firm is compensated for the reasonable value of services performed, such as on an hourly or per diem basis. The client voluntarily elects to retain the law firm on a contingent fee basis.

Destruction of Closed Files. The client understands that the law firm will create a file which will contain information and documentation relating to the client's case. After the case is concluded, the client will be given a period of 90 days during which to review the client's file and request copies of items in the file. A reasonable charge will be assessed for any copies of the file which are requested. After the aforesaid 90 day period has expired, the client authorizes the law firm to destroy and/or otherwise dispose of any and all portions of the client's file in a confidential manner consistent with applicable laws and regulations and without any future notice to the client.

Authority Granted to the Law Firm. The client understands that all authority granted to the law firm, is granted to all members of the firm and any other attorneys

designated by them to aid and assist. The law firm may associate other attorneys or work with referring attorneys and compensate such persons as deemed appropriate.

Client Cooperation. The client further agrees to fully cooperate with the law firm, keep it informed at all times regarding any change of address or telephone number during the pursuit of this claim, advise them in writing of medical progress, bills incurred, work loss and other circumstances surrounding the client's case.

The Law Firm is the Client's Sole Representative. The law firm shall represent the client at all times in all legal proceedings and settlement negotiations. The client agrees to make no separate settlement and should the client do so in violation of this agreement, the client agrees to pay the law firm the sum and share above indicated.

Termination of Agreement. Should this agreement terminate for any reason prior to the conclusion of this case, the law firm shall have a lien against any settlement or judgment rendered herein for the reasonable value of its services and costs expended.

Representations. The law firm shall use its best skill and due diligence but makes no guarantee regarding the successful completion of the case; all expressions thereof are matters of opinion only. If after investigation or prosecution of this action, the law firm determines, in its professional opinion, that there is a substantial likelihood of losing the case at trial but the client desires to proceed against law firm's recommendation, the client may be requested to advance the trial costs thereafter incurred.

Assessment of Costs. The client understands that if the case proceeds to trial and the defendant(s) prevail, defendant(s) costs may be assessed against the client and these costs will be the client's responsibility and not the law firm's responsibility.

Client

Client

Dated: _____

Dated: _____

BUCKFIRE & BUCKFIRE, P.C.

By: _____

Dated executed: _____

Lawrence J. Buckfire*
Daniel L. Buckfire

David Buckfire, Retired
Vicky W. Buckfire, Retired

Buckfire & Buckfire, P.C.
Attorneys and Counselors at Law
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Robert J. Lantzy*
George G. Burke III
Thomas N. Economy

*also admitted in Ohio

**HIPPA Privacy Authorization
For Disclosure of Protected Health Information**

TO:

Patient Name:

D.O.B.:

RE: Records Request

SS#:

Dates:

1. I hereby authorize the disclosure of protected health information about me as described below to :
Buckfire & Buckfire, P.C..
2. I make this Authorization for the purpose of copying records in connection with a claim to which
my attorneys are investigation and which I am a party.
3. The specific information to be requested for disclosure is: (checked information)
 Itemized billing of all charges Complete in/out patient record
 Emergency room reports Diagnostic reports (including EEG, EMG, CAT, EKG)
 X-Ray reports Physicians report of exam, diagnosis, and treatment
 Post mortem protocol, microscopic, and macroscopic reports.
 Other:
4. You are hereby authorized to furnish and release to BUCKFIRE & BUCKFIRE, P.C., all
information and records they request including, but not limited too, findings, treatment rendered
and opinions as to my condition with respect to any illness or injury, medical history, consultation,
prescriptions, or treatment, and copies of all records. This authorization shall include **any
information regarding communicable diseases and serious communicable diseases as defined
by statute and Michigan Department of Community Health (which include venereal disease
"VD", tuberculosis "TB", human immunodeficiency syndrome "AIDS" and Aids Related
Complex "ARC"), and/or alcohol and drug treatment information protected under the
regulations in 42 CFR, psychological services and social services information including
communication made by me to a social worker or psychologist.**
5. I understand that the information used or disclosed may be subject to re-disclosure by the person or
class of persons or facility receiving it, and would then no longer be protected by federal privacy
regulations.
6. I may revoke this authorization by notifying you in writing of my desire to revoke it. However, I
understand that any action already taken in reliance on this authorization cannot be reversed, and
my revocation will not affect those actions. I understand that the medical provider to whom this
authorization is furnished may not condition its treatment on me whether or not I sign the
Authorization.
7. The foregoing authorization shall continue in force until revoked by me in writing. A copy of this
authorization shall be considered as effective and valid as the original.

DATED: _____

x

Patient's/Guardian's Signature

BY:

Lawrence J. Buckfire*
Daniel L. Buckfire

David Buckfire, Retired
Vicky W. Buckfire, Retired

Buckfire & Buckfire, P.C.
Attorneys and Counselors at Law
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4. You are hereby authorized to furnish and release to BUCKFIRE & BUCKFIRE, P.C., all
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DATED: _____

x _____

Patient's/Guardian's Signature

BY: