

MATTOX LAW FIRM

Attorneys at Law

MARIE A. MATTOX, P.A.
203 N Gadsden Street
Tallahassee, FL 32301
Telephone: 850.383.4800
Facsimile: 850.383.4801
www.mattoxlaw.com

Dear Sir/Madam:

Attached is our Intake Form for persons wishing to explore civil claims against law enforcement agencies, prosecutorial entities, regulatory agencies, jails or correctional facilities. We ask that you complete this form to the best of your ability and be as honest and thorough as possible. This information is confidential and is protected under the attorney/client privilege. Upon completion of this form, return it to us at your earliest convenience. We ask that you DO NOT fax this intake form to us.

This information will allow us an opportunity to evaluate your claim. Please make sure you give us a current/accurate telephone number(s) and complete address information so that we may contact you upon completing our review of your claim. If you are currently incarcerated, please do not attempt to contact us by telephone as we will communicate with you by mail.

Please be advised that your intake and the issues which you provide in the Intake Form are important to us and it will be thoroughly reviewed to evaluate our firm's ability to provide you with representation. Be aware that the issues which you represent in this form may be that our receipt of this intake and request for representation does not obligate the firm to provide a person to person interview in order to evaluate our interest or ability to undertake representation of you and your claim(s). We value your inquiry and will strive to be of service to you.

We only review intakes with law enforcement issues that took place in the Panhandle of Florida and south to the Gainesville area and in southwest Georgia south of the Albany area. Any issues outside of this area should contact the Florida Bar Association Referral Department @ 651 E. Jefferson Street Tallahassee, FL 32399-2300 / phone # 850-561-5600 for an attorney in that area of Florida or The Georgia Bar Association Referral Department @ 104 Marietta St. NW, Suite 100, Atlanta, GA 30303 | 404-527-8700 | 800-334-6865/ www.Gabar.org for those issues in Georgia.

BE AWARE THAT OUR FIRM PRACTICES CIVIL ACTION LAW ONLY. WE DO NOT OFFER ANY "CRIMINAL DEFENSE" OR "CRIMINAL POST-SENTENCING" REPRESENTATION.

Sincerely,

Marie A. Mattox, P.A.

BASIC INFORMATION

Today's Date: ___/___/___

Your Full Name: _____

Date of Birth: ___/___/___ Place of Birth: _____

Social Security # ----- _____

Gender: Male or Female Race: _____

Marital Status: Single ___ Married ___ Divorced ___ Separated ___

Driver's License # or another form of ID: _____ State:

CONTACT INFORMATION

Current Address: _____

Home Telephone: (____)____-____ Cell Phone #: (____)____-____

Work Telephone: (____)____-____ Email Address: _____

REFERRED TO OUR FIRM BY: _____

SPOUSE/SIGNIFICANT OTHER INFORMATION

Name: _____

Age: ____ Race: _____ Number of Years Together: ____

Address (if different): _____

Telephone # (if different): (____)____-____ Email Address: _____

MARRIAGES / DIVORCES

Spouse's Name	Date/Place of Marriage	How Marriage Terminated	Date/Place Filed

CHILDREN

Name	Gender/Age	Living With	Name of Other Parent

EDUCATIONAL HISTORY

School's Name	Dates Attended From/To	City/State	Degree Obtained

MOST RECENT EMPLOYMENT HISTORY

Business Name	Position(s) Held	Dates Employed From/To	Reason for Leaving

INFORMATION REGARDING YOUR CLAIM

Name of the individual, agency or entity that you feel treated you wrongly.

What is the basis of your claim?

False Arrest _____ Excessive Force _____ Negligence _____ Medical Negligence _____

Selective Enforcement _____ Malicious Prosecution _____

Deliberate Indifference, Resulting in Serious Injury _____ Other: _____

Civil Rights Violations Based on:

Race (If so, List your race): _____

National Origin (If so, list your nationality): _____

Disability/Handicap (If so, list your Disability/Handicap): _____

What was the date of the **LAST** and **FIRST** Wrongful Action which you are basing you claim?

Where did the Wrongful Action take place?

Have you solicited the Representation of any other Attorney(s) in reference to this claim? (If so, whom and why did you not proceed with them?)

OTHER GENERAL INFORMATION

Answer the following questions to the best of your ability. If your answer to ANY of these questions is YES, please explain on the following page.

	YES	NO
1. Have you ever hired or consulted with a lawyer concerning this problem?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you otherwise sued anyone or been sued by anyone (except divorces)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you been diagnosed with a mental illness or disability?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever been hospitalized or confined for a mental illness or disability?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever been adjudicated incompetent?	<input type="checkbox"/>	<input type="checkbox"/>
6. Do you suffer from serious physical illness or disability?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are you currently taking any prescription medications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you previously (during the period of your claim) taken prescription medication?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you addicted to drugs or alcohol?	<input type="checkbox"/>	<input type="checkbox"/>
10. Do you regularly use drugs or alcohol?	<input type="checkbox"/>	<input type="checkbox"/>
11. Have you ever been treated for drug or alcohol abuse?	<input type="checkbox"/>	<input type="checkbox"/>
12. Have you ever been rendered totally or partially disabled?	<input type="checkbox"/>	<input type="checkbox"/>
13. Have you ever applied for disability compensation benefits?	<input type="checkbox"/>	<input type="checkbox"/>
14. Have you ever been CONVICTED of a felony or misdemeanor?	<input type="checkbox"/>	<input type="checkbox"/>
15. Have you ever served in the military?	<input type="checkbox"/>	<input type="checkbox"/>
16. Have you ever filed bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
17. Do you have any plan or intention to file bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
18. Have you ever filed a complaint or grievance with regard to any lawyer who provided legal services to you?	<input type="checkbox"/>	<input type="checkbox"/>
19. Have you ever hired a lawyer to represent you and terminated the lawyer's services before representation was complete?	<input type="checkbox"/>	<input type="checkbox"/>
20. During the period in which you claim you were wronged, were there any other stressful events in your life, such as births, deaths, divorces, marriages, significant problems with your children or family, criminal acts against you, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
21. Have you received treatment by any medical or mental health professional as a result of the action or occurrence which you are now complaining?	<input type="checkbox"/>	<input type="checkbox"/>
22. Have you given any verbal, written or recorded statements to any person or entity regarding the issues which are the basis of this current complaint?	<input type="checkbox"/>	<input type="checkbox"/>
23. Are you currently an absconder or fugitive from any entity?	<input type="checkbox"/>	<input type="checkbox"/>

FOLLOW-UP QUESTIONS

In your opinion, WHY do you think you were treated wrongfully?

What action or comment, (if anything), do you think “might” have provoked the wrongful action taken against you?

Have you personally witnessed others being subjected to the same wrongful action which you claim happened to you? If so, please describe.

What damages do you believe you have suffered as a result of the wrongful action you are claiming in this intake? Please be specific regarding any wages you feel you may have lost, indebtedness you have incurred and/or physical, mental, or emotional injuries you believe you have suffered.

What do you REALISTICALLY hope to achieve, receive, or gain from bringing a civil action against the party or parties who you feel treated you wrongfully? Please be specific.

SIGNATURE: _____

DATE: _____

Please do not strike through, change or otherwise alter or modify any provision in this document. No such modifications will be honored; only the original printed terms govern our relationship with you. If you have questions about any provision, we welcome the opportunity to discuss it with you. But only the original printed terms of the agreement apply and control. We cannot proceed with our representation of you unless you immediately return this agreement fully signed.

CONTINGENCY FEE CONTRACT

The undersigned hereby retains and employs **Marie A. Mattox, P.A.**, (Marie A. Mattox, James Garrity, Katherine Viker, Farnita Saunders Hill, Thomas Dickens, Elena Komsky, Adam Ellis, Beth Miller, Andrea DeMichael and Erika E. Goodman, ["Attorney"]) to represent Client in Claims against all persons, firms, or corporations liable for injuries, damages, and expenses which may have arisen from one or more of the following claims (this is not intended to be an agreement to represent client on all claims enumerated herein, and attorney retains the right to modify the matters for which representation is provided depending on the facts of any given case):

- | | |
|--|---|
| <input type="checkbox"/> Discrimination | <input type="checkbox"/> Negligence |
| <input type="checkbox"/> Retaliation | <input type="checkbox"/> Defamation |
| <input type="checkbox"/> Worker's Compensation Retaliation | <input type="checkbox"/> Assault/Battery |
| <input type="checkbox"/> Whistleblower | <input type="checkbox"/> Civil Rights (Federal Claims Only) |
| <input type="checkbox"/> Law Enforcement | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Wrongful Death | |

Client's Rights: Client has, before receiving this contract, received and read the Statement of Client's Rights form and understands each of the rights set forth therein. Client has signed the statement and received a signed copy to refer to while being represented by the undersigned Attorney.

Cancellation: This contract may be canceled by written notification to Attorney at any time within three (3) business days of the date the contract was signed, and, if canceled within that period, Client shall not be obligated to pay fees to Attorney for work performed during that time. If Attorney has advanced funds to others in representation of the Client, Attorney is entitled to be reimbursed for such amounts as he/she reasonably advanced on behalf of the client.

Costs and Expenses: Regardless of the result of negotiation, settlement, litigation, or recovery in this matter, Client agrees to pay all costs associated with Client's claims, including, but not limited to, costs incurred for investigation, court costs, witness fees, mileage, photocopies, postage, long distance telephone expenses, facsimile charges, deposition costs, medical records fees, mediation fees, hourly fees for paralegals and law clerks, computerized legal research charges, and other costs arising from Client's claim. Costs shall be paid from time to time as accrued or, at the option of Attorney, at the conclusion of litigation or settlement of Client's claim. Client shall deposit with Attorney on demand in advance sufficient funds to pay substantial costs associated with Client's claim, such as expert witness fees or transcript fees.

FILING FEE DEPOSIT

We are requiring a retainer/deposit to be paid within three (3) months of accepting representation in the amount of \$450.00. This deposit will be used to pay the original filing fee with the Court, which may be as low as \$350.00 or as high as \$400.00. If the amount paid by the client is higher than the amount used to pay the filing fee, then the difference will be applied to other costs in the case.

PAYMENT OF COSTS: Unless otherwise specifically agreed and written in the space provided at the end of this contract before signing, Client shall pay all costs as follows:

- (a) **Payment and Deduction of Costs from Client Funds:** Client will be billed by the Attorney periodically for all accrued costs. Client agrees that Attorney may deduct any accumulated costs from the proceeds of any of Client's funds received by Attorney.
- (b) **Questions and Objections Regarding Costs:** Client understands and agrees that any objections to or disputes concerning costs accrued must be brought to Attorney's attention within fifteen (15) days from the date of the questioned billing, otherwise each billing will be deemed reasonable and acceptable to Client as just costs incurred in Client's action.
- (c) **Interest on Unpaid Balance:** For non-contingency fee cases, if the entire sum of each statement for costs is not paid within thirty days from the date of the statement, Attorney will charge and Client agrees to pay, in addition to costs, interest on the unpaid balance at the rate of eighteen percent (18%) per annum (1.5% monthly) until paid.
- (d) **Advanced Deposits Toward Costs:** Client understands that, in addition to monthly payment of accrued costs, Attorney may, at his or her option and from time to time, request that Client make advanced deposit toward costs. Advance deposits are generally requested if Attorney anticipates extraordinary costs. Demands by Attorney for advance deposits will not be unreasonable as to either necessity or amount.
- (e) **Third Party Liens Against Recovery:** Client understands that Client and Attorney may be required from time to time to execute and deliver to third parties (such as medical providers) liens against any recovery of Client. Client understands and agrees that in the event such liens are executed and delivered, Attorney will pay the liens to the extent Client's funds are sufficient, from any recovery obtained by Attorney on behalf of Client. In applying Client's funds to costs, Client understands and agrees that funds shall be applied first to costs advanced or otherwise incurred by Attorney in Client's representation and second to third party liens. If third party liens exceed recovery, Client agrees that funds shall be applied to liens on a prorata basis.

PAYMENT OF ATTORNEYS' FEES: Unless otherwise specifically agreed and written in the space provided at the end of this contract before signing, Client shall pay for Attorney's services (in addition to costs) attorney's fees as follows:

- (a) **Representation to Conclusion Without Recovery:** In the event Attorneys CONCLUDE the case for Client (by either settlement or litigation) and ARE NOT successful in recovering for Client, no attorney's fees are due from client. (Client remains responsible, however, regardless of outcome, for payment of **costs and expenses** as set forth above.)
- (b) **Termination of Representation—Hourly Fees:** In the event either Attorney or Client terminates the attorney's representation of Client prior to conclusion of Client's case by either settlement or litigation (and regardless of reason for termination) Attorney may be entitled to the sum of \$500.00 per hour for each hour expended by Attorney on Client's case.
- (c) **Representation to Conclusion With Recovery:** In the event Attorney CONCLUDES the case for Client by either settlement or litigation, then Client shall pay to Attorney as an attorneys fee the GREATER of the following:

1. The amount of attorney's fees awarded by the court as part of the judgment entered against defendants in any suit initiated on behalf of Client by Attorney; or
2. **BEFORE THE FILING OF AN ANSWER** or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:



33-1/3% of any recovery up to \$1 million; plus
30% of any portion of the recovery between \$1 million and \$2 million; plus 20% of any portion of the recovery exceeding \$2 million.

3. **AFTER THE FILING OF AN ANSWER** or the demand for appointment of arbitrators or, if no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:



***40% OF ANY RECOVERY UP TO \$1 MILLION; PLUS**

30% of any portion of the recovery between \$1 million and \$2 million; plus
20% of any portion of the recovery exceeding \$2 million;

4. **IF ALL DEFENDANTS ADMIT LIABILITY** at the time of filing their answers and request a trial only on damages:



33-1/3% of any recovery up to \$1 million; plus
20% of any portion of recovery between \$1 million and \$2 million; plus 15% of any portion of the recovery exceeding \$2 million.

5. In addition to any of the above fees — an additional 5% of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.

***Since the "answer" is filed by the opposing side (defendant) early in the lawsuit, it is most likely that your basic ATTORNEY'S FEE will be 40% OF TOTAL RECOVERY.
If this is not clear to you or you have additional questions, ask BEFORE signing this contract.***

(d) **Method of Calculation:** It is specifically understood and agreed between the parties that attorney's fees are separate and distinct from costs and expenses and attorneys' fees are to be calculated according to the foregoing schedule without reduction for costs and expenses which remain the responsibility and liability of Client.

Employment of Associate Counsel: The parties agree and contemplate that associate counsel may be employed by Attorney at his or her discretion and expense, that is, if associate counsel is employed, Client will not be charged fees in excess of those set forth above.

Authority to Negotiate and Approval of Settlement: Client specifically authorizes Attorney to negotiate on Client's behalf in such manner as may be deemed prudent by Attorney and in Client's best interests; provided, however, that no final settlement shall be accepted on Client's behalf by Attorney without Client's express approval.

Negotiation of Funds on Behalf of Client: Client specifically authorizes Attorney, and grants to Attorney a limited power of attorney, to sign, endorse, and negotiate for and on behalf of Client any proceeds received by Attorney on behalf of, for the benefit of, or associated with Client, as fully as Client could do in Client's own right.

No Tax Advice: Client understand that attorneys are not tax specialists, cannot give client any advice as to the tax consequences of monies or other relief client might receive, and have urged client to seek the advice of a tax attorney, certified public accountant or other tax specialist as to any tax consequences of any monetary or other relief obtained for client under this agreement.

Multiple Plaintiff Cases: A "Multiple Plaintiff" case is one in which more than one person is suing the same person, business, or institution in the same lawsuit. If Client is one of two or more plaintiffs, Client specifically understands the following additional provisions regarding settlement of multiple plaintiff cases:

- **Majority Rules.** The decision of whether to accept an amount offered by the other side to settle the case must be made by the Clients. In multiple plaintiff cases, all Clients agree to "majority rule". If a majority of the plaintiffs decide to accept the offer, it will be accepted. If a majority of the plaintiffs decide to turn down the offer, it will be declined.
- **Equal Division of Recovery.** Unless Clients agree otherwise in writing, the net recovery in a multiple plaintiff case will be divided equally among the plaintiffs.
- **Equal Division of Costs and Fees.** Unless Clients agree otherwise in writing, the costs and fees of a multiple plaintiff lawsuit will be divided equally among the plaintiffs. This means that each plaintiff will be responsible for paying an equal share of the costs and fees incurred in the lawsuit. However, if any one person fails to pay his or her part, the remaining co-plaintiffs are obligated to pay and by this contract agree to pay that share.
- **Potential Conflict of Interest.** During the course of a multiple plaintiff case, a conflict of interest may arise in which the interest of one co-plaintiff is affected by the interest of another co-plaintiff. If Client contemplates being one plaintiff in a multiple plaintiff case, CLIENT HEREBY EXPRESSLY WAIVES ANY CONFLICT OF INTEREST.

SPECIAL NOTE TO CLIENT:

IF YOU HAVE QUESTIONS REGARDING POTENTIAL CONFLICTS OF INTEREST, PLEASE ASK BEFORE YOU SIGN THIS CONTRACT. THIS IS PARTICULARLY TRUE IF YOU ARE INVOLVED IN PLAINTIFF'S ACTION.

Miscellaneous: In this contract, the singular shall be deemed to include the plural and the masculine to include the feminine where appropriate.

Bankruptcy: YOU MUST ADVISE US IMMEDIATELY IF YOU HAVE PREVIOUSLY FILED BANKRUPTCY OR IF YOU FILE BANKRUPTCY AT ANY TIME DURING THE COURSE OF YOUR LAWSUIT. ADDITIONALLY, THE FAILURE TO DISCLOSE YOUR CLAIM FOR WHICH ATTORNEYS PROVIDE REPRESENTATION AS A POTENTIAL ASSET IN A BANKRUPTCY FILING MEANS THAT YOU MAY NOT AND MORE THAN LIKELY WILL NOT BE ABLE TO RECOVER ON YOUR CLAIM. YOU MUST REPORT THE CLAIMS FOR WHICH ATTORNEYS PROVIDE REPRESENTATION TO EITHER OR BOTH YOUR BANKRUPTCY ATTORNEY AND/OR THE BANKRUPTCY TRUSTEE.

Special Provisions (If Any):

Client Address:

Client Phone #:

Home: _____ Work: _____

PLEASE ADVISE ME IMMEDIATELY OF ANY CHANGES IN YOUR ADDRESS, HOME PHONE NUMBER OR YOUR WORK PHONE NUMBER!

PLEASE BE CERTAIN THAT YOU HAVE READ YOUR PRESENT AND CONTINUING OBLIGATION FOR THE COSTS OF YOUR LAWSUIT AND THAT YOU UNDERSTAND THAT OBLIGATION.

Client

MARIE A. MATTOX, P.A.

Print Name

By: _____

Date: _____

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 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 contact. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have three business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three business days of signing the contract. If you withdraw from the contract within the first three 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 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 the lawyer's 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 contingent fee contract with you, a lawyer must advise you whether the lawyer intends to refer the case to other lawyers, and the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent 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 that includes the new lawyer or 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 interests and is legally responsible for the acts of the other lawyers 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 that you might have to pay to your lawyer for costs and liability you may have for attorney's fees to the other side.
8. You, the client, have the right to receive and approve a closing settlement statement at the end of the case before you pay any money. The statement must list 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 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 trial. Offers during the trial must be immediately communicated and you should consult with 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 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 850-561-5600 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, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Client Signature

Print Name

Date: _____

By: _____

Marie A. Mattox, P. A.
203 North Gadsden Street
Tallahassee, Florida 32301
(850) 383-4800

Date: _____