CLAIMANT’S ATTORNEY MEMORANDUM

I. CLAIM INFORMATION

|  |  |
| --- | --- |
| CLAIMANT:       | EMPLOYER:       |
| IC# (primary):       | SURETY:       | DOB:       |
| Date of Accident/Injury (Primary):        | TPA/Claim Administrator:       |
| Date of Manifestation of Occ Disease:        | Nature of Injury or OD:       |
| **CLAIMANT ATTORNEY:**  | Phone #:       | Date Retained:       |
| Retainer Agreement and Disclosure Statement Attached? [ ]  No [ ]  Yes | **DEFENDANT ATTORNEY:**  |
| Future Medical to remain open after settlement? [ ]  No [ ]  Yes |
| If right to future medical is resolved by settlement, have you considered Medicare’s interest as a secondary payor? See, 42 U.S.C. § 1395y(b)(2). [ ]  No [ ]  Yes  |
| Issues undisputed at time of retention of Claimant’s Attorney:       | Dollar value of same:       |
| Disputes resolved by settlement (succinct bullet points):       |
| Non-Medical factors (Brief narrative, to include current employment status):       |
| Permanent Limitations / Restrictions (list the final given by each med provider):       |

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**II. ATTORNEY FEES AND COSTS – PRIOR TO LUMP SUM SETTLEMENT**

**A.** Were Attorney fees taken on benefits paid prior to date of LSS execution? [ ]  No [ ]  Yes

If so, identify all benefits from which past fees were taken and describe what you did to “primarily or substantially” secure the same.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Benefit type** | **$ Amount** | **Date from** | **Date to** | **Brief narrative describing what you did to secure this benefit** | **Amt of fee** | **Supporting docs attch’d?** |
|       |       |       |       |       |       |       |
|       |       |       |       |       |       |       |
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|       |       |       |       |       |       |       |

 **B**. Were Costs taken on benefits paid prior to date of LSS execution? yes If so, itemize the same:

|  |  |
| --- | --- |
| **Nature of Services/product** | **$ Amt** |
|       |       |
|       |       |

**III. ATTORNEY FEES AND COSTS – PROPOSED**

 **A.** Gross amount payable to claimant on approval of LSS $

 **B**. The amount of the fund secured primarily or substantially out of which the attorney seeks to be paid $

 **C**. Proposed attorney fee payable on approval of LSS $

**D**. What did counsel do to “primarily or substantially” secure the fund from which fees will be taken? (brief narrative)

 **E.** Additional costs to be paid from settlement proceeds:

|  |  |
| --- | --- |
| **Nature of Services/product** | **$ Amt** |
|       |       |
|       |       |
|       |       |

**IV. DISPUTED PAST MEDICALS**

1. Did employer deny responsibility for past medical care that was claimed as part of the subject accident/injury or occupational disease?
2. Is the claim for the denied care compromised in the proposed LSS?

If the answer to both of the foregoing is in the affirmative, please provide the following information:

FOR UNPAID MEDICAL BILLS

1. Do bills for claimed care remain unpaid as of date of proposed LSS? If so, itemize the unpaid bills and describe the treatment proposed for each, including who will pay, and in what amount.

FOR MEDICAL BILLS PAID BY SUBROGEES

1. Was the denied care paid for by a third party subject to a right of subrogation to any subsequent workers’ compensation recovery?
2. Has the subrogated third party been put on notice that the pending settlement resolves the issue of claimant’s entitlement to the denied care. (The Commission may require copies of relevant communications between claimant and the subrogated third party.)
3. Has the subrogation claim been resolved following negotiations with the subrogated third party? If so, specify the original amount of the subrogation claim and how it was resolved.
4. If negotiations have been unsuccessful in resolving the subrogation claim, explain why approval of the proposed LSS is nevertheless in claimant’s best interest.
5. If the Commission approves a LSS in a case where the subrogated party has been nonresponsive, or where negotiation has proven unsuccessful, has claimant been counseled about the potential that a subrogation claim may yet be pursued against the proceeds of settlement?

**V. 72-802 ISSUES**

Does any creditor assert a claim against the settlement, or has any prior assignment of the settlement been made? [ ]  No [ ]  Yes

If so, describe nature of alleged claim, and attach copy of the contract.

**VI. Additional explanation, if required:**