

What To Expect From Ramos Law...

1. Our Process

Within forty-eight hours of signing the Contingency Fee Agreement you will hear from the attorney assigned to your case. Your attorney will discuss the following with you:

Medical Plan

A medical case plan is developed that is tailored to your specific injuries. Our medical team is led by Dr. Ramos and his insights and expertise are incorporated into every case. Our in-house medical team crafts a plan to balance the financial, medical, and legal needs of your case.

Investigation Plan

As soon as you sign the Contingency Fee Agreement we get to work on investigation. We immediately attempt to identify issues in the case, relevant social media posts, UCC lien filings and criminal records of the parties responsible for causing your injury.

8 Week Meetings

Within 8 weeks of signing the Contingency Fee Agreement you will have a critically important case status meeting with your attorney. The attorney will provide a detailed review of the financial, medical, and legal aspects of your claim to ensure your claim is on the right track and stays on the right track.

2. Our Core Values

- a. Care Deeply
- b. Communicate Openly
- c. Pursue Excellence
- d. Put Others First
- e. Have Fun Doing It

Our processes and values are two critical aspects of our business. We want to make sure that we are executing the right processes and exhibiting our values in each and every case. If you have any concerns that your case is not being managed accordingly, please immediately contact our office and ask to speak with Dr. Ramos, Brian Calandra, or Randal Manning.



CONTINGENT FEE AGREEMENT

CLIENT UNDERSTANDS THAT THERE IS NO CHARGE IF THERE IS NO MONEY RECOVERY AND THERE ARE NO GUARANTEES OF SUCCESS

1. Gustavo Alvarez, who currently resides at 16840 Wagon Train Loop Peyton, CO. 80831, hires Ramos Law, located at 10190 Bannock St Suite 200 Northglenn, CO 80260, ("The Firm") for legal services related to a claim resulting in personal injuries occurring on September 21, 2023.
2. The Client will pay The Firm a **thirty five percent (35%) contingency fee** of the gross award or settlement of the Claim. The fee increases to **thirty eight percent (38%)** if a lawsuit is filed on your behalf, **forty percent (40%)** after 120 days in litigation, and **forty five percent (45%)** if your case goes to trial. Any specially awarded attorney fees shall belong to The Firm. If attorney's fees are awarded to Client, Client shall pay the greater amount of either (1) the amount awarded for attorney's fees or (2) 35%, 38%, 40% or 45% (depending on the status of the case when resolved) of the gross recovery and the percentage shall be applied to all amounts collected for all damages, interest, costs and other recovery and also including the amounts awarded for attorney's fees. Attorney fees are charged on the gross amount before expenses are deducted meaning they are charged after the contingency fee is calculated.
 - I understand and consent to Ramos Law associating in this matter with Morgan & Morgan, P.A, and that of the applicable fees in this agreement, 75% shall be paid to Ramos Law and 25% to the associating law firm, Morgan & Morgan, P.A.

I understand that in no event, however, shall I incur any additional legal fees or charges by virtue of said employment of co-counsel.

Co-counsel Morgan & Morgan, P.A. shall assume the same legal responsibilities to me for the performance of legal services as Ramos Law and will remain available to the client to discuss the case and provide independent judgment as to any concerns. I understand that Morgan & Morgan, P.A. will have regular contact with Ramos Law to monitor the status of this matter.

3. The Client is to be liable to the attorney for reasonable expenses. Such expenses can be significant if your case is resolved without a lawsuit. Our average expenses are between \$200 and \$500, prior to filing a lawsuit. If we file a lawsuit, expenses can range between \$5,000 and \$50,000+. Case costs can vary considerably. At our discretion, we may ask you to pay litigation expenses up front at any time.

RAMOS LAW

INJURY DIVISION

4. Client authorizes The Firm to pay all outstanding bills and liens associated with the Claim from the gross recovery after payment of the contingency fee. Client acknowledges subrogation and liens have been explained.
5. Medical care is NOT a cost or expense. If there is no monetary recovery, The Firm will not pay any of Client's medical bills.
6. The Firm holds an attorney's lien on all money recovered or received by the Client and the Client may not compromise, settle, or otherwise burden the Claim without The Firm's consent.
7. The Firm may withdraw from the Claim for any reason at any time and would have no further responsibility to Client. Likewise, the Client may terminate The Firm at any time.
8. This Agreement does not include appellate services.
9. Client agrees to keep The Firm advised of their whereabouts at all times and to follow all requests for the preparation and presentation of the Claim.
10. Client authorizes The Firm to provide all necessary information to any entity or person involved with the Claim. Client acknowledges signing a medical records release.
11. In the event the client terminates this contingent fee agreement without wrongful conduct by the attorney which would cause the attorney to forfeit any fee, or if the attorney justifiably withdraws from the representation of the client, the attorney may ask the court or other tribunal to order the client to pay the attorney a fee based upon the reasonable value of the services provided by the attorney. If the attorney and the client cannot agree how the attorney is to be compensated in this circumstance, the attorney will request the court or other tribunal to determine: (1) if the client has been unfairly or unjustly enriched if the client does not pay a fee to the attorney; and (2) the amount of the fee owed, taking into account the nature and complexity of the client's case, the time and skill devoted to the client's case by the attorney, and the benefit obtained by the client as a result of the attorney's efforts. Any such fee shall be payable only out of the gross recovery obtained by or on behalf of client and the amount of such fee shall not be greater than the fee that would have been earned by the attorney if the contingency described in this contingent fee agreement had occurred. In the event the Firm must file a lawsuit to recover unpaid legal fees, Client expressly agrees to pay the Firm's attorney's fees and costs incurred for same.
12. The Firm may associate other attorneys outside The Firm to work on the claim. This will not change the fee charged to the Client.

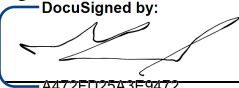
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INJURY DIVISION

13. The Client understands they are responsible for costs and attorney fees if awarded to the opposing party by a Judge or Arbitrator. The Client may pay any such award from the proceeds collected on the Client's behalf, but The Firm's fee shall be paid based and collected on the gross recovery, before the Client's payment of awarded costs and attorney fees from any such recovery.
14. **Client understands that the scope of the Law Firm's services is limited to the services set forth in Paragraph 1 above, only. Client understands that his/her failure to timely bring other legal issues to the attention of The Firm may result in waiver of legal rights and/or applicable statute of limitations for such claims.**

I HAVE READ THE ENTIRE AGREEMENT BEFORE SIGNING IT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED.

DocuSigned by:



Client: Gustavo Alvarez

1/31/2024

Date



Attorney: Ramos Law

January 31, 2024

Date



RAMOS LAW CLIENT DISCLOSURE STATEMENT

TYPE OF ATTORNEY FEE AGREEMENTS:

I have been informed and understand that there are several types of attorney fee arrangements: time-based, fixed, contingent, or combinations of these types of fee arrangements. Time based fee arrangements are determined by the amount of time involved, such as so much per hour, day, or week. Fixed fee arrangements are a fee that is based on an agreed amount, regardless of the time or effort involved, or the result obtained. Contingent fee arrangements are defined as an agreed percentage or amount that is payable only upon attaining a recovery, regardless of the time or effort involved. I understand that not all attorneys offer all of these different types of fee arrangements, and I acknowledge that I have the right to contact other attorneys to determine if they may provide such other fee arrangements for my case or matter. After such consideration or consultation, I have elected the fee arrangement set forth in the accompanying fee agreement.

SPECIALLY AWARDED ATTORNEY FEES:

I have been informed and understand that the court, or an arbitrator, may sometimes award attorney fees in addition to the amount of recovery being claimed. I understand that the fee agreement I enter into with my attorney should contain a provision as to how any specially awarded attorney fees will be accounted for and handled.

EXPENSES:

I have been informed and understand that there may be expenses (aside from any attorney fees) in pursuing my claim. Examples of such expenses are: fees payable to the court, the cost of serving process, fees charged by expert witnesses, fees of investigators, fees of court reporters to take and prepare transcripts of depositions, and expenses involved in preparing exhibits. I understand that the attorney is required to provide me with an estimate of such expenses before I enter into an attorney fee agreement and that my attorney fee agreement should include a provision as to how and when such expenses will be paid. I understand that the fee agreement should tell me whether a fee payable from the proceeds of the amount collected on my behalf will be based on the net recovery, or gross recovery. Net recovery means the fee will be paid based on the amount remaining after expenses and deductions. Gross recovery means the fee will be paid based on the total amount of the recovery before any deductions. The estimated amount of the expenses to handle my case will be set forth in the contingent fee agreement.

THE POTENTIAL OF COSTS AND ATTORNEY'S FEES BEING AWARDED TO THE OPPOSING PARTY:

I have been informed and understand that a court or arbitrator sometimes awards costs and attorney fees to the opposing party. I have been informed and understand that should that happen in my case, I will be responsible to pay such an award. I understand that the fee agreement I enter into with my attorney should provide whether an award against me will be paid out of the proceeds of any amount collected on my behalf. I also understand that the agreement should provide whether the fee I am obligated to pay my attorney will be based on the amount of recovery before or after payment of the awarded costs and attorney fees to an opposing party.

ASSOCIATED COUNSEL:

I have been informed and understand that my attorney may sometimes hire another attorney to assist in the handling of a case. That other attorney is called an associated counsel. I understand that the attorney fee agreement should tell me how the fees of associated counsel will be handled.

SUBROGATION:


I have been informed and understand that other persons or entities may have a subrogation right in what I recover pursuing my claim. Subrogation means the right to be paid back. I understand that the subrogation right may arise in various ways, such as when an insurer or a federal or state agency pays money to or on behalf of a claiming party, such as me, in situations such as Medicare, Medicaid, worker's compensation, medical/health insurance, no-fault insurance, uninsured and underinsured motorist insurance, and property insurance. I understand that sometimes a hospital, physician or an attorney will assert a lien (a priority right) on a claim such as the one I am pursuing. Subrogation rights and liens need to be considered and provided for in the fee agreement I reach with my attorney. The fee agreement should tell me whether the subrogation right or lien is being paid by my attorney out of the proceeds of the recovery made on my behalf and whether the fee I am obligated to pay my attorney will be based on the amount of recovery before or after payment of the subrogation right or lien.

ALTERNATIVE ATTORNEY COMPENSATION:

I have been informed and understand that if, after entering into a fee agreement with attorney, I terminate the employment of my attorney or my attorney justifiably withdraws, I may be obligated to pay my attorney for the work done by my attorney on my behalf. The fee agreement should contain a provision stating how such alternative compensation, if any, will be handled.

CLIENT ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT:

I acknowledge that I received a complete copy of this Disclosure Statement and read it.

DocuSigned by:

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1/31/2024

Gustavo Alvarez

DATE



January 31, 2024

RAMOS LAW

DATE

EMPLOYMENT RELEASE AUTHORIZATION

To:

Re: Gustavo Alvarez

DOB: May 1, 1993


You are hereby authorized to release to:

Ramos Law
10190 Bannock St., Suite 200
Northglenn, CO 80260

All documents related to my employment file, including, but not limited to all salary reviews, internal evaluations, W-2's, wage records, time records, application for employment, personnel notices, correspondence, memoranda, medical records, worker's compensation claims file, etc., in your possession or under your control.

This Authorization expressly does not permit you to discuss my file or to disclose verbal information or other written communication to anyone except my attorneys, Ramos Law. Furthermore, you are not authorized to disclose reports or opinions which are not already contained in my employment file. You are only authorized to supply copies of records pertaining to my employment file.

A photocopy of this Authorization shall serve to be valid as if the original.

DocuSigned by:
By: 
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Dated: 1/31/2024

AUTHORIZATION FOR DISCLOSURE OF HEALTH INFORMATION

I hereby authorize _____ **to**
release medical information from the records of:
(Name of Facility)

Patient Name: Gustavo Alvarez **D.O.B.** May 1, 1993 **SS#** 638-42-1995

Patient Street Address: 16840 Wagon Train Loop **City:** Peyton
State: CO **Zip Code:** 80831

Date(s) of Treatment Requested: _____

Information to be disclosed (check all applicable items to be released):

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Discharge Summary | <input type="checkbox"/> ER Record | <input type="checkbox"/> Progress Notes | <input type="checkbox"/> Treatment Plans |
| <input type="checkbox"/> Discharge Instructions | <input type="checkbox"/> X-Rays Reports | <input type="checkbox"/> Medication Records | <input type="checkbox"/> Commitment Papers |
| <input type="checkbox"/> History and Physical | <input type="checkbox"/> Lab Reports | <input type="checkbox"/> Doctor's Orders | <input type="checkbox"/> HIV Testing |
| <input type="checkbox"/> Consultations | <input type="checkbox"/> EKG/ECG Tests | <input type="checkbox"/> Nurse's Notes | |
| <input type="checkbox"/> Operative Report | <input type="checkbox"/> Therapy Notes | | |
| <input type="checkbox"/> Other (please specify): _____ | | | |

Purpose Or Need For the Disclosure Is:

☐ Continued Medical Care ☐ Insurance ☒ Legal ☐ Patient's Own Use ☐ Other _____

The Information May Be Disclosed To:

Ramos Law
10190 Bannock St., Suite 200
Northglenn, CO 80260
PH: (303) 733-6353
FX: (303) 865-5666

My refusal to sign this form will not adversely affect my ability to receive health care services, reimbursement for services, and enrollment in a health plan or my eligibility for health care benefits. However, information will not be released to the above-indicated recipient without my signature.

I acknowledge that the information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer protected by Federal Law.

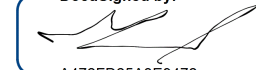
I have the right to revoke this authorization by written notice to the Healthcare Provider listed above. I understand that actions taken in reliance on this authorization cannot be reversed, and my revocation will not affect those actions.

This authorization expires on: _____ or upon the following event: CASE SETTLEMENT
(Date)

(If no date is specified, this authorization will expire in six months from the date of signature).

I understand that the information in my medical record may include information relating to treatment of drug or alcohol abuse, mental health, sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), AIDS related complex (ARC) and/or human immunodeficiency virus (HIV).

Fees: I understand and agree that there may be costs associated with this request in compliance with State copying laws.

Declassified by:


A472FDD25A3E9472
(Signature of Patient or Personal Representative*)

(Date of Signature)

*** If signed by a personal representative, a description of the representative's authority to act is as follows:**

☐ Parent ☐ Legal Guardian ☐ Health Care Power of Attorney
☐ Administrator ☐ Executor of Estate ☐ Next of Kin ☐ Beneficiary

LIMITED POWER OF ATTORNEY

This instrument constitutes certification by the undersigned that Attorneys of Ramos Law are authorized to endorse, without restriction, all checks, drafts or other negotiable instruments payable to the undersigned only in relation to the injuries arising from the incident of September 21, 2023.


This instrument further empowers Attorneys of Ramos Law to endorse, on the undersigned's behalf, any and all documents necessary to pursue their legal claim arising from the incident of September 21, 2023.

You, the bank or credit union, shall not be required to inquire as to any circumstances of the issuance, endorsement, or use of any instrument signed in accordance with the foregoing authority or the disposition of such instrument or the proceeds thereof.

The following is a specimen of the handwriting and form of the signature to be used by said agent.



Attorney

DocuSigned by:

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(sign)

Gustavo Alvarez

(print)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing Authorization to Release Insurance Files was subscribed and sworn to before me by _____ on this ____ day of _____, 2022.

Witness my hand and official seal.

My commission expires: _____.

AUTHORIZATION TO RELEASE INSURANCE FILES

TO: _____

I hereby authorize any member of the law firm of Ramos Law, 10190 Bannock Street, Ste. 200, Northglenn, Colorado, 80260 to receive a copy of the entire insurance file pertaining to any applications for insurance, claims made or benefits paid to, by or on my behalf.

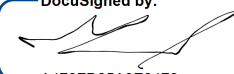
NAME: Gustavo Alvarez

DATE OF BIRTH: May 1, 1993

SOCIAL SECURITY NO.: 638-42-1995


In executing this Authorization, I specifically waive any privilege or confidential communication between myself and such insurance companies, but this waiver is solely for the purpose of authorizing the above law firm to obtain this information and no other person or organization.

You may treat a photocopy of this Authorization as a duly executed original for all purposes.

DocuSigned by:

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Signature

1/31/2024
Date

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

 **MEDICARE HEALTH INSURANCE**

Name/Nombre
JOHN L SMITH

Medicare Number/Número de Medicare
1EG4-TE5-MK72

Entitled to/Con derecho a
HOSPITAL (PART A)
MEDICAL (PART B)

Coverage starts/Cobertura empieza
03-01-2016
03-01-2016

[illegible]

**** Note:** If you are uncomfortable with providing your full Social Security Number (SSN), you have the option to provide the last 5 digits of your SSN in the section above.


Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

Claimant Name (Please Print)

Medicare Number

Name of Person Completing This Form If Claimant is Unable (Please Print)

DocuSigned by:

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1/31/2024

Signature of Person Completing This Form

Date

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

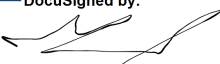
Section III

Claimant Name (Please Print)

Medicare Number

For the reason(s) listed below, I have not provided the information requested. I understand that if I am a Medicare beneficiary and I do not provide the requested information, I may be violating obligations as a beneficiary to assist Medicare in coordinating benefits to pay my claims correctly and promptly.

Reason(s) for Refusal to Provide Requested Information:

DocuSigned by:

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1/31/2024

Signature of Person Completing This Form

Date

04/30/2018



OUR TEAM APPROACH

At Ramos Law we work as a team. Several people in our Firm will be familiar with your case and working for you. There is always someone here to handle anything that comes up or needs to be done for you.

Once you hire us, you will hear from your team often. You will hear from your paralegal every 3 weeks and your attorney every month. We will provide a first-class service experience for you while we are working for outstanding medical and legal results.

Dr. Ramos, Managing Partner Randal Manning and Senior Partner Brian Calandra and the rest of our team are always here if you ever need to chat or meet with us. Please do not hesitate to contact us at any time.

Joseph Ramos, MD, JD
Founding Attorney/Director – Medical Division
joe@ramoslaw.com
303-733-6353

Randal Manning
Managing Partner
randal@ramoslaw.com
720-733-6353

Meghan Stephenson
Senior Paralegal
meghan@ramoslaw.com
720-536-4371

Brian Calandra
Senior Partner
brian@ramoslaw.com
720-842-7626

Dr. James Hoven
Chief Operations Officer
jim@ramoslaw.com
720-580-8306

Joe LoRusso
Director – Aviation Division
jlorusso@ramoslaw.com
720-580-8305