

## **NOTICE OF DOCTOR'S LIEN**

Patient: \_\_\_\_\_

Date of Accident: \_\_\_\_\_

I do hereby authorize \_\_\_\_\_ to furnish you, my attorney, with a full report of my examination, diagnosis, treatment, prognosis, etc., in regard to the accident in which I was recently involved.

I hereby authorize and direct you, my attorney, to pay directly to said doctor such sums as may be due and owing him or her for medical service rendered me both by reason of this accident and by reason of any other bills that are due their office and to withhold such sums from any settlement, judgment or verdict as may be necessary to adequately protect and fully compensate said doctor prior to any payment of any other costs and/or fees related to this case. And I hereby further give a Lien on my case to said doctor against any and all proceeds of my settlement, judgment or verdict which may be paid to you, my attorney, or myself, as the result of the injuries for which I have been treated or injuries in connection therewith.

I fully understand that I am directly and fully responsible to said doctor for all medical bills submitted by him or her for service rendered to me and that this agreement is made solely for said doctor's additional protection and in consideration of his awaiting payment. And I further understand that such payment is not contingent on any settlement, judgment or verdict by which I may eventually recover said fees.

I agree to promptly notify said doctor of any change or addition of attorney(s) used by me in connection with this accident, and I instruct my attorney to do the same and to promptly deliver a copy of this lien to any such substituted or added attorney(s).

Please acknowledge this letter by signing below and returning to the doctor's office. I have been advised that if my attorney does not wish to cooperate in protecting the doctor's interest, the doctor will not await payment but may declare the entire balance due and payable.

Dated: \_\_\_\_\_ Patient's Signature: \_\_\_\_\_

Attorney agrees attorney's status as trustee for client's funds will change from trustee to debtor if attorney; 1) does not pay doctor directly from client's entire medical treatment upon settlement, judgment or award or, if a written fee reduction is allowed by said doctor, the reduced amount; 2) releases/forwards client's settlement, judgment, or award funds directly to client without paying said doctor, requiring said doctor to seek payment from client rather than attorney or; 3) refused to withhold entire amount of said doctor's bill from settlement, judgment or award, prior to disbursing funds to client and/or prior to payment of fees and/or costs due to a fee dispute with said doctor.

The undersigned being attorney of record for the above patient does hereby agree to observe all the terms of the above and agrees to withhold such sums from any settlement, judgment, or verdict, as may be necessary to adequately protect and fully compensate said doctor above-named. Attorney further agrees that in the event this lien is litigated that the prevailing party will be awarded attorney fees and costs.

Dated: \_\_\_\_\_ Attorney's Signature: \_\_\_\_\_

Please date, sign and return one copy to doctor's office. Also keep on copy for your records.

Doctor: \_\_\_\_\_  
6010 Hidden Valley Rd, Ste. 107  
Carlsbad, CA 92011