

LIEN IN FAVOR OF WORKSTAR ON PERSONAL INJURY CASE

Name of Patient: _____ Date of Accident: _____
Name of Attorney: _____

I understand that due to benefits exhaustion or otherwise there may not be insurance to cover some or all of the medical services that I may require as a result of the injuries sustained in the accident which occurred on or about the above-referenced date. In lieu of having to pay for these uninsured medical services at the time of each visit by way of cash or credit card, I am requesting that WorkStar allow me to defer payment of these medical services by entering into this lien agreement. Accordingly, I do hereby irrevocably convey and grant to Workstar Occupational Health Systems, Inc. d/b/a WorkStar Injury Recovery Center ("Workstar"), an irrevocable lien in its favor on any judgment, settlement or other recovery that I may receive in the future regarding my accident case, including, if applicable, any recovery on my uninsured or under-insured motorist coverage. Such lien shall cover any and all medical and ancillary services that may be rendered or ordered by any physician or physician assistant of Workstar. **Provided, that this lien shall only apply to medical services for which there is no insurance coverage.**

In the event that the accident case results in a monetary judgment, settlement or other recovery, I hereby direct that any unpaid sums as have been billed to me as well as sums for amounts that have yet to be billed to me for medical and ancillary services rendered or ordered by Workstar be deducted from any amount that I would otherwise receive and be paid directly to WorkStar at the earliest opportunity. Specifically, I hereby irrevocably direct that my attorney (including any attorney that may be substituted for my present attorney in the future) and/or any involved insurance company take any and all steps that may be required under the circumstances to cause Workstar to be issued a check from either: (1) the defendant's insurance carrier, or (2) the attorney's client trust account, in an amount equal to the unpaid Workstar medical and ancillary services. I understand and agree that any waivers or amendments to this lien are unenforceable and of no force or effect unless in writing and signed by an authorized agent of WorkStar. I further understand and agree that this lien agreement may be executed in counterparts and copies and/or facsimile signatures of the lien agreement are fully valid and acceptable in lieu of the original.

I fully understand that I am directly and fully responsible to Workstar for all medical bills submitted by it for services rendered me and that this agreement is made solely for my convenience in allowing some deferral of payment of these services and to provide. That is, I must pay for these medical services even if for some reason or another I do not recover on the accident claim by virtue of a judgment, settlement or other recovery. Finally, it is understood that Workstar is not obligated to render services on a lien basis and that Workstar reserves the right at any time to discontinue rendering services on a lien basis; this lien merely provides additional assurance of payment to the extent that Workstar elects to render medical services on this basis.

I CERTIFY THAT I HAVE READ THE ABOVE AND CONSENT TO WORKSTAR HAVING A PRIORITY LIEN ON ANY RECOVERY THAT I MAY RECEIVE FROM MY ACCIDENT CLAIM.

Dated: _____

Signed: _____

Name of Patient: _____

ATTORNEY'S ACKNOWLEDGMENT OF LIEN ON JUDGMENT OR SETTLEMENT

_____ The undersigned, being attorney for the above patient, does hereby acknowledge the lien of Workstar on any judgment, settlement or other recovery had on behalf of my client. I agree to observe all the terms of the above lien and to cause such sums payable to Workstar to be paid directly to WorkStar as part of any settlement or other recovery had on behalf of my client. I further agree to provide Workstar with information pertaining to the status of this accident case when requested by Workstar.

Dated _____

Name of Attorney: _____