

648 N. Alameda Blvd. Las Cruces, NM 88005 Office: 575-521-0022 Fax: 575-521-0033 www.mychirolovesme.com

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

I do hereby authorize <u>Chris W. Daugherty, D.C.</u> to furnish you, my attorney and/or insurance company, with a full report of his examination, diagnosis, treatment, prognosis, etc., or myself regarding the accident to which I was recently involved.

I hereby authorize and direct you, my attorney or insurance company, to pay directly to said doctor such sums as may be due and owing him for medical service rendered me both by reason of this accident and by reason of any other bills that are due his office and to withhold such sums from any settlement, judgement or verdict as may be necessary to adequately protect said doctor. 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 insurance company or myself, as the result of the injuries for which I have been treated or injuries in connection to the accident.

I agree never to rescind this document and that a recission will not be honored by my attorney. I have hereby instruct that in the event another attorney is substituted in this matter, the new attorney will honor this lien as inherent to the settlement and enforceable upon the case as if it were executed by him.

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

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 by me, the patient.

Date:\_

Patient's Signature

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 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.

Date: