



# Hurricane Katrina<sup>®</sup> QUESTIONNAIRE



P.O. Drawer H 106 W. Seventh St. Reserve, LA 70084

## Client Information:

Name: \_\_\_\_\_  
First Middle Last

Current Address: \_\_\_\_\_  
Street City State Zip

Current Phone: ( ) \_\_\_\_\_ Phone 2: ( ) \_\_\_\_\_

Damaged Property Address: \_\_\_\_\_  
Street City State Zip

Current Phone: ( ) \_\_\_\_\_ Phone 2: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: M F

DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### What type of property was damaged:

- House
- Business
- Other, please explain: \_\_\_\_\_

Please list every individual residing at the house damaged by the flood and/or pollution and your relationship to the person(s) (attach additional sheet if necessary):

<u>NAME</u>	<u>Status: Spouse or minor/Date of Birth/ Social Security #</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please provide an estimated dollar amount of loss: \$ \_\_\_\_\_

### Did you rent or own the property damaged?

- Rent
- Own

**Did you have any insurance coverage for any of the property damages as a result of flooding and/or pollution?**

Yes

No

**If you answered yes to insurance coverage, please provide the following information to the best of your ability:**

Insurance Carrier: \_\_\_\_\_ Insurance Carrier2: \_\_\_\_\_

Types of Policy: \_\_\_\_\_ Types of Policy2: \_\_\_\_\_

Phone Number of Company: \_\_\_\_\_ Phone Number of Company2: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Number2: \_\_\_\_\_

**Describe the damages you sustained as a result of flooding and/or pollution and state an estimated dollar amount of your damages:**

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**Describe what you believed caused your home/property to be damaged:**

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↳(Please attach any additional comments or documents and return to us as soon as possible)↳

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Office Use Only:**

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**CONTRACT FOR LEGAL SERVICES**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

The undersigned (hereinafter referred as to "Client") does employ and retain the services of the Becnel Law Firm, L.L.C. (hereinafter referred to as "Attorneys") as Client's attorneys to investigate, prosecute and collect, whether by suit, compromise or otherwise, Client's claim against any party/parties who are or may be responsible for the levee breach which resulted in flooding of the New Orleans metropolitan area and/or any pollution to property. Attorneys will represent Client and divide fees upon collection.

Attorneys accept said employment and in consideration of their services rendered and to be rendered, Client does hereby agree to pay Attorneys forty percent (40%) of any gross settlement, verdict or recovery obtained in said action. Alternatively, Attorneys will be assigned a fee by the Court in this matter, and the above-listed attorneys will share these fees.

All reasonable and necessary expenses incurred and paid by Attorneys for and on behalf of Client shall be reimbursed. Included in expenses chargeable to Client are phone charges, computer research, medical records, deposition fees, copy costs (at .25 per page), court reporter charges, travel expenses, lodging, investigation fees, and any and all other expenses paid by Attorneys. These expenses shall be reimbursed by Client upon settlement, completion of the claim, or upon discharge of Attorneys by Client prior to settlement or completion of claim. Client shall owe Attorneys no reimbursement of expenses if at any time before trial Attorneys withdraw from representing Client through no fault of the Client. The aforementioned expense reimbursement to Attorneys is in addition to the fee and charges for professional and legal services and representation of Client per this agreement and is to be deducted from the amount due client after the contingent fee is calculated. It is expressly agreed that Client hereby ratifies and confirms all lawful acts that Attorneys may do or cause to be done in the preparation and presentment of Client's claim.

It is hereby stipulated that neither Attorneys nor Client may, without written consent of the other, settle, compromise, release, discontinue or otherwise dispose of the suit or claim.

Further, in the event that either party desires to terminate this contract it shall be done only by written notice to the other party, expressing the desire to terminate this contract.

Attorneys shall have the right at anytime to withdraw from this Contract in the event they conclude from any information that they subsequently obtain, that Client does not have a reasonably good possibility of recovering as a result of the New Orleans Area flooding associated with Hurricane Katrina and/or levee breaches or if this matter is not certified as a class action.

It is specifically understood and agreed that Attorneys are not allowed to advance funds on any litigation and therefore, Client specifically understands that no funds can or will be advanced in consideration of retaining Attorneys.

Attorneys shall have a lien and privilege on any funds recovered by Client through settlement, judgment or otherwise.

THUS DONE, READ AND SIGNED in \_\_\_\_\_, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Client Social Security Number

\_\_\_\_\_  
Client Telephone Number, with Area Code

<b>CLAIM FOR DAMAGE, INJURY, OR DEATH</b>		<b>INSTRUCTIONS:</b> Please read carefully the instructions on the reverse side and supply information requested on both sides of the form. Use additional sheet(s) if necessary. See reverse side for additional instructions.			FORM APPROVED OMB NO. 1105-0008	
1. Submit To Appropriate Federal Agency: United States of America, Department of the Army Corps of Engineers, U.S. Army Engineer District, NO P.O. Box 60267, CEMVN-OC New Orleans, LA 70160-0267				2. Name, Address of claimant and claimant's personal representative, if any. <i>(See instructions on reverse.) (Number, street, city, State and Zip Code)</i>  Daniel E. Becnel, Jr., P.O. Drawer H, Reserve, LA 70084		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input type="checkbox"/> CIVILIAN		4. DATE OF BIRTH	5. MARITAL STATUS	6. DATE AND DAY OF ACCIDENT 08/29/05		7. TIME (A.M. or P.M.) unknown
8. Basis of Claim <i>(State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof) (Use additional pages if necessary.)</i>						
<b>9. PROPERTY DAMAGE</b>						
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT <i>(Number, street, city, State, and Zip Code)</i>						
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED. <i>(See instructions on reverse side.)</i>						
<b>10. PERSONAL INJURY/WRONGFUL DEATH</b>						
STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT.						
<b>11. WITNESSES</b>						
NAME			ADDRESS <i>(Number, street, city, State, and Zip Code)</i>			
12. <i>(See instructions on reverse)</i> <b>AMOUNT OF CLAIM (In dollars)</b>						
12a. PROPERTY DAMAGE		12b. PERSONAL INJURY		12c. WRONGFUL DEATH		12d. TOTAL <i>(Failure to specify may cause forfeiture of your rights.)</i>
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE ACCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.						
13a. SIGNATURE OF CLAIMANT <i>(See instructions on reverse side.)</i>				13b. Phone number of signatory		14. DATE OF CLAIM
<b>CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM</b>  The claimant shall forfeit and pay to the United States the sum of \$2,000 plus double the amount of damages sustained by the United States. <i>(See 31 U.S.C. 3729.)</i>				<b>CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS</b>  Fine of not more than \$10,000 or imprisonment for not more than 5 years or both. <i>(See 18 U.S.C. 287, 1001.)</i>		

**PRIVACY ACT NOTICE**

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

A. *Authority:* The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 38 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

B. *Principal Purpose:* The information requested is to be used in evaluating claims.

C. *Routine Use:* See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.

D. *Effect of Failure to Respond:* Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid".

**INSTRUCTIONS**

Complete all items - insert the word **NONE** where applicable

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF

PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.

Any instructions or information necessary in the preparation of your claim will be furnished, upon request, by the office indicated in Item #1 on the reverse side. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplemental regulations also. If more than one agency is involved, please state each agency.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with said claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file claim for both personal injury and property damage, claim for both must be shown in Item 12 of this form.

The amount claimed should be substantiated by competent evidence as follows:

(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.

(b) In support of claims for damage to property which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.

(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.

(d) Failure to completely execute this form or to supply the requested material within two years from the date the allegations accrued may render your claim "invalid". A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

Failure to specify a sum certain will result in invalid presentation of your claim and may result in forfeiture of your rights.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden,

to Director, Torts Branch  
Civil Division  
U.S. Department of Justice  
Washington, DC 20530

and to the  
Office of Management and Budget  
Paperwork Reduction Project (1105-0008)  
Washington, DC 20503

**INSURANCE COVERAGE**

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of his vehicle or property.

15. Do you carry accident insurance?  Yes, If yes, give name and address of insurance company (Number, street, city, State, and Zip Code) and policy number.  No

16. Have you filed claim on your insurance carrier in this instance, and if so, is it full coverage or deductible?

17. If deductible, state amount

18. If claim has been filed with your carrier, what action has your insurer taken or proposes to take with reference to your claim? (It is necessary that you ascertain these facts)

19. Do you carry public liability and property damage insurance?  Yes, If yes, give name and address of insurance company (Number, street, city, State, and Zip Code)  No

8a. CONTINUED

This claim is brought based on the Federal Tort Claims Act, The Public Vessels Act, the Suits in Admiralty Act and the Extension of Admiralty Jurisdiction Act, and any other law/statute deemed to be applicable. The hurricane protection levees and hurricane walls which were suppose to protect the New Orleans metropolitan area failed and were breached on or about the day of August 29, 2005. These breaches and failures of the hurricane protection levees and walls were a result of the Corps of Engineers' negligence in the design and construction of these levees, walls and the Mississippi River Gulf Outlet. In addition, the Corps knew or reasonably should have known that the hurricane protection levees and walls were inadequate to protect the area from flooding from a fast moving category three hurricane and despite that knowledge, the Corps failed to disclose these inadequacies to the material detriment of the claimant.