

**THE NATIONS LAW FIRM & LUCKEY & MULLINS PLLC
POWER OF ATTORNEY AND FEE CONTRACT**

This Power of Attorney and Fee Contract is made by and between the Client and The Law Offices of Howard L. Nations, P.C., 4515 Yoakum Blvd. Houston, Texas 77006 and Luckey & Mullins, 2016 Bienville Blvd., P.O. Box 724, Ocean Springs, Mississippi 39564 ("Attorneys"). In consideration of the mutual promises herein, Client and Attorneys agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 Client retains the Attorneys to fully prosecute all claims against all necessary defendants arising out of the Event.

II. ATTORNEYS' FEES AND EXPENSES

2.01 In consideration of services rendered by the Attorneys, the Client hereby agrees to pay to Attorneys forty percent of any amount collected herein.

2.02 Attorneys will advance expenses for prosecution of the case and obtain full reimbursement out of Client's share of any amount collected herein, for any and all reasonable and necessary expenses incurred by said Attorneys in the prosecution of Client's case.

2.03 Attorneys are expressly authorized to incur expenses, retain experts and hire litigation support organizations as needed for the prosecution of the case, within their discretion.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorneys' services, the Client hereby sells, conveys, and assigns to the Attorneys an interest, as indicated in §2.01, in Client's claims and causes of action, and in any action, compromise, settlement, judgment, payment of services or recovery by whatever means.

3.02 All sums due and to become due are payable at the Law Offices of Howard L. Nations, P. C., 4515Yoakum Blvd., Houston, Harris County, Texas 77006.

4.01 The Attorneys are authorized to act as Client's negotiator and further authorized to determine and implement all settlement strategy, and enter into settlement negotiations on behalf of the Client, as the Attorneys deem appropriate. No settlement of any nature shall be made for claims of the Client without final approval of the Client, nor shall the Client obtain any settlement without written approval of the Attorneys.

4.02 However, if, in the Attorneys' opinion, a fair and reasonable settlement offer has been made by a defendant and the Client rejects the advice of the Attorneys to settle, the Attorneys may

withdraw from the case, retaining a first priority lien on all causes of action and funds collected as consideration for the Attorneys' fees and expenses.

4.03 Attorneys are hereby granted a limited power of attorney with full authority to prepare, fully execute, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reduction to possession of any and all monies or other things of value due to the Client under this claim as fully as the Client could do in person. This expressly includes the right to sign Client's name to insurance company drafts or checks or any other negotiable instruments proffered on behalf of any and/or all defendants herein in full or partial settlement of this case.

4.04 If, after the termination of the Attorney-Client relationship created herein, the Client accepts any offer of settlement which existed prior to the termination of the relationship, the Attorneys shall be entitled to forty percent of any settlement proceeds.

V. REPRESENTATIONS

5.01 It is understood that the Attorneys cannot warrant or guarantee the outcome of the case, and the Attorneys have made no representations that the Client will recover any or all of the funds sought. The Client has also been informed that obtaining a judgment does not guarantee that the defendant will satisfy the judgment.

VI. WITHDRAWAL

6.01 The Attorneys have the option to withdraw from the case and cease to represent the Client for any reason. It is agreed that upon termination of any services of the Attorneys, any Client's deposits remaining in Attorneys' Trust Account shall be applied to any balance owing to Attorneys for fees and/or expenses, and any surplus remaining shall be refunded to Client.

VII. ASSOCIATION OF OTHER ATTORNEYS

7.01 The Attorneys have the option to associate any attorney(s) to assist in the preparation and litigation of this case, in the sole discretion of the Attorneys. Any such association will have no effect upon Client's percentage share of any recovery. Specific information regarding association of other attorneys and distribution of attorneys' fees between attorneys, if applicable to this contract, is set out in Appendix A, attached hereto and incorporated herein by reference.

VIII. MISSISSIPPI LAW TO APPLY

8.01 This Contract shall be construed under and in accordance with the laws of the State of Mississippi.

IX. PARTIES BOUND

9.01 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

X. LEGAL CONSTRUCTION

10.01 In case any provision in this Contract shall be held to be invalid, illegal or unenforceable, such holding shall not affect any other provisions herein; and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XI. PRIOR CONTRACTS SUPERSEDED

11.01 This Contract constitutes the sole agreement of the parties and supersedes any prior written or oral agreements between the parties respecting this subject matter.

XII. MEDICARE - MEDICAID LIEN RESOLUTION

12.01 Client understands that current law and regulations regarding Medicare, Medicaid or private health insurance plans (healthcare providers) may require all parties involved in this matter (client, law firm defendant, and any insurance companies) to compromise, settle, or execute a release of healthcare providers' separate claim for reimbursement/lien for past and future payments prior to distributing any verdict or settlement proceeds. Client agrees that the law firm may take all steps in this matter deemed advisable for the handling of Client's claim, including hiring separate experts/case workers who assist with resolving any healthcare providers' reimbursement claims or liens for past and/or future injury-related medical care. The expense of any such service shall be treated as a case expense and deducted from Client's net recovery and shall not be paid out of the law firm's contingent fee in this matter.

XIII. CLIENT CERTIFICATION

13.01 Each Client is voluntarily signing this Contract, fully aware of its terms and conditions. All questions regarding the contract have been answered by Attorneys.

Signed and Accepted this ___ day of _____, 2009 by Attorneys:

Law Offices of Howard L. Nations, P.C.

Howard L. Nations

Luckey & Mullins

Steve W. Mullins

Sign

ed and Accepted this ___ day of _____, 2009 by Client:

Signed and Accepted this ____ day of _____, 2009 by Client:

Initials

APPENDIX B

CLIENT INFORMATION

<u>Required Information</u>	<u>Client</u>
Legal Name	
Date of Birth	
Social Security Number	
Driver's License (state & number)	
Address:	
Home Phone Number	
Cell Phone Number	
Work Phone Number	
E-mail	
Employer (name)	
Employer (address)	

<u>Required Information</u>	<u>Spouse</u>
Legal Name	
Date of Birth	
Social Security Number	
Driver's License (state & number)	
Address:	
Home Phone Number	
Cell Phone Number	
Work Phone Number	
E-mail	
Employer (name)	
Employer (address)	

APPENDIX C
AVANDIA SUPPLEMENTAL QUESTIONNAIRE

Please answer these to the best of your current recollection & return to us as soon as possible.

I. Injury Information

Please write the word “**YES**” next to any of the conditions set out below that you were diagnosed with **after** using Avandia. For any injuries suffered, please provide the date(s) of diagnosis in the space provided:

	<u>Diagnosis</u>	<u>Date(s)</u>
Heart Attack/Myocardial Ischemia:	_____	_____
Congestive Heart Failure:	_____	_____
Blindness/Macular Edema:	_____	_____
Death:	_____	_____

What was your age at time of injury?: _____

Please provide the following information with respect to the healthcare provider who diagnosed the injuries you listed above.

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

III. Avandia Usage Information

Please provide you dates of usage (please note any period of time between the start and stop date that you did not use Avandia:

Start Date: _____

Stop Date: _____

Please provide the following information with respect to the pharmacy that dispensed your prescription:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Please provide the following information with respect to the Physician who prescribed Avandia for you:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Please list any other medications taken at the time of your injury:

IV. Health Information

Please write the word “YES” next to any of the conditions set out below that you were diagnosed with **before** using Avandia.

	<u>Diagnosis</u>	<u>Date(s)</u>
Hypertension:	_____	_____
High cholesterol:	_____	_____
Stroke:	_____	_____
Liver Failure:	_____	_____
Eye Problems:	_____	_____
Heart Attack:	_____	_____
Congestive Heart Failure:	_____	_____
Other:	_____	_____

V. Smoking & Alcohol Usage

Did you ever smoke? _____

If yes, from when to when? _____

If yes, how many cigarettes per day? _____

Did you ever drink alcohol? _____

If yes, from when to when? _____

If yes, how many drinks per week? _____