

CONTRACT & POWER OF ATTORNEY

This agreement ("Agreement") is made the 03 day of Aug, 2023, between the following parties: Jane Doe Test (collectively "Client") and ENVIRONMENTAL LITIGATION GROUP, P.C. ("ELG") and RDP Law Group ("RDP"), collectively ("Attorney"). In consideration of the mutual promises herein contained, the Parties agree as follows:

PURPOSE OF REPRESENTATION

1.1 Client retains and employs Attorney to represent Client, to investigate and, if appropriate, to file suit for and attempt to recover any damages and compensation to which Client may be entitled against any party or parties responsible for same, as well as attempt to compromise and settle all claims of Client, in connection with or arising out of the events or event that caused the harm to persons or property. Attorney representation DOES NOT include representation for Client's claims related to any self-insured policies, business interruption policies or other collateral source benefits. Furthermore, Attorney will not provide income tax advice relating to the implications of remitting claims for lost income.

ATTORNEY'S FEES

2.1 In consideration of Attorney's services rendered and to be rendered as set out above, Client hereby assigns, grants, and conveys to Attorney the following present undivided interest in the Claims as :

40 % of any settlement or recovery (50% to ELG, 50% to RDP). If no money is recovered for Client, then there will be no attorneys' fee or expense and Client will not owe Attorney a fee or expenses except as otherwise provided herein. However, if Client has previously employed other counsel without disclosing said employment to Attorney who then incurs expenses, Client agrees to reimburse Attorney within 30 days after receipt of a statement for expenses. Also if expenses are incurred on behalf of Client who thereafter employs counsel other than Attorney for this matter, the same will apply. Attorney reserves the right to withdraw if Client refuses the recommendation to settle the case if Attorney determines such settlement to be the best option available. Upon withdrawal, expenses and costs associated with incurred by Attorney on behalf of Client may be reimbursed by Client at the sole discretion of Attorney.

The 40% payable from the settlement or recovery is defined as a contingency fee and is based upon the amount recovered for Client.

2.2 Client understands that the Client is assigning at this time to Attorney the amount stated above as the contingency fee, and that such percentage is of the total recovery or settlement before any costs, expenses, or disbursements are deducted (and Client understands that all costs, expenses, and disbursements are paid out of Client's portion of the recovery, and not out of Attorney's portion).

2.3 If there is any type of settlement whereby Client is to receive or be paid future payments, then the settlement will be reduced to present value, and the settlement will be arranged whereby there will be sufficient cash at the time of the settlement to pay Attorney's contingency fee, which will be based on the present value of the total settlement including the present value of future payments. The present value of the recovery shall be determined by Attorney.

2.4 The interest in the recovery assigned to Attorney is based upon the total amount recovered, and the fact that some portion of the amount recovered may be designated as "attorney fee" by the court or settling party will not limit the compensation to be paid under this Agreement.

APPROVAL NECESSARY FOR SETTLEMENT

3.1 Attorney will not settle the claims without Client's approval. However, Client will not make a settlement or offer of settlement without consulting Attorney.

3.2 Attorney is hereby granted a power of attorney so that it may have full authority to prepare, sign, and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to complete representation in this matter, including settlement and/or reducing to possession any and all monies or other things of value due to Client in connection with Client's claims as fully as Client could do in person. Attorney is also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

3.3 Client hereby authorizes Attorney to negotiate a settlement of Client's claims in whatever manner, and using whatever negotiation strategy Attorney deems appropriate. Client understands and agrees that Attorney may, if appropriate, negotiate a settlement of Client's claim and the claims of other clients similarly situated on an aggregate basis. However, no such settlement will be negotiated without providing Client a description of the claims resolved by

the settlement, the total settlement fund, the amount to be received by Client, and the amount to be received by other clients who are qualified to participate in the settlement, subject to client confidentiality considerations.

3.4 Medicare: Client understands that Medicare regulations may require Attorney to compromise, settle, or execute a release of Medicare's reimbursement claim prior to payment of any amounts recovered for Client. Client further understands that Attorney may be required to undertake a determination of whether such reimbursement claims exist even if they have received no such notice from Medicare prior to any verdict or settlement. Client is responsible for all other liens, subrogation, or claims asserted by third parties.

3.5 CLIENT AGREES TO BE BOUND BY THE TERMS OF ANY BLOCK SETTLEMENTS OR NEGOTIATED SETTLEMENTS REACHED WITH ONE OR MORE DEFENDANTS. CLIENT UNDERSTANDS THAT THE SAID ATTORNEYS WILL NEGOTIATE THE BEST SETTLEMENT POSSIBLE FOR CLIENT AND CLIENT GIVES ATTORNEY BROAD AUTHORITY TO USE ITS JUDGMENT AND DISCRETION IN REACHING A SETTLEMENT. CLIENT AGREES TO COOPERATE FULLY WITH ATTORNEY THROUGHOUT THE ENTIRETY OF THE CASE. FURTHERMORE, CLIENT UNDERSTANDS THAT ATTORNEY MAY WITHDRAW FROM REPRESENTATION IN THE CASE AT ANY TIME, FOR ANY REASON, AT ITS SOLE DISCRETION.

NO GUARANTEE OF RESULTS

4.1 It is understood and agreed that Attorney cannot warrant or guarantee the outcome of Client's case, and Attorney has not represented to Client that Client will recover any damages, compensation, or other payment as a result of Attorney's representation. Client has also been informed that obtaining a judgment or settlement does not guarantee that the opposing parties will be capable of, willing to or actually satisfy the judgment.

SHARING OF EXPENSES

5.1 Attorney often represents a number of clients who were all harmed by the same event or events that caused the harm (referred to herein as “similar injury”) to Client or Client’s property. The cause of the similar injury is often determined to be the result a few related root causes and therefore it is advantageous to a group of Attorney’s clients sharing the similar injury to share costs and expenses benefitting the group of clients.

5.2 Client understands that Attorney may represent numerous other similarly injured clients, and Client agrees that the term “expenses” includes general expenses incurred for the benefit of all such similarly injured clients, including but not limited to retaining and compensating experts, copying documents, postage, research, computerized document management, conference calls, jury consultants, travel, and costs relating to the depositions of parties, witnesses, experts and others. Such common costs and expenses will be allocated equally among all benefited clients on a pro rata basis.

5.3 Direct expenses are those expenses which benefit only Client in Client's individual case. Examples of such direct expenses include, but are not be limited to, payment for Client's medical records and bills, copying of Client's case file, payments to doctors and other health care providers for medical services provided to Client (if any), expert fees associated with determining Client's lost income or property value. Direct expenses will not be shared with any other clients.

5.4 Additionally, there will be the direct expenses which benefit all clients with the similar injury and economically disadvantaged clients, regardless of how they were harmed. Examples of these common expenses include, but are not be limited to, expert depositions, investigative expenses, travel expenses related to prosecuting and litigating this case, general filing fees, mass copying and reproduction costs, and in some instances, mediation fees and trial expenses and payments to experts. Attorney and Client agree that common costs and expenses will be shared by all clients in the group of similarly injured clients pro rata based on the amount of any recovery by an individual client as compared to the total recovery by all of Attorney's clients.

5.5 Attorney may advance, as common costs and expenses, any or all of the court costs and expenses that appear to Attorney to be reasonably necessary for the investigation, preparation, trial, and/or settlement of Client's matter (including attorneys/experts not employed at Environmental Litigation Group, P.C. who assist with resolving any Medicare reimbursement claim). All such costs and expenses advanced or incurred by Attorney shall be deducted from the recovery obtained for Client from Client's portion of recovery. Attorney's contingent fee shall be computed on the total recovery without deduction for costs, expenses, or disbursements.

5.6 As set out hereinabove, Client understands, agrees and acknowledges that common costs and expenses should be shared on a pro rata basis and that Client's share of the common costs and expenses will be deducted from Client's settlement.

COURT COSTS AND EXPENSES

6.1 It is specifically understood and agreed by the parties hereto that all financing expenses such as interest on loans made to finance all reasonable and necessary expenses of Client's case will be paid by Client by deduction from Client's share of the recovery after calculation of Attorney's contingent fee. Said financing expenses shall be deducted from the amounts recovered for Client.

6.2 The terms “court costs” and “expenses” include without limitation: filing fees, costs imposed by courts, expert fees (regarding, without limitation, evaluation, reports, and/or testimony), consultant fees, postage, long distance telephone calls, fax transmissions or receptions, messengers, court reporter fees, record service fees, photocopying, preparation of exhibits and photographs, transportation and/or lodging expenses, court-mandated expenditures, specialized outside



WILLIAM H. DURHAM, M.D.

BOARD CERTIFIED INTERNAL MEDICINE

MISSISSIPPI MEDICAL LICENSE #11912

GEORGIA MEDICAL LICENSE #061728

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

Patient Name Jane Doe Test **Date of Birth** 01/01/1960

Social Security Number 000-00-0000

1. I authorize the use or disclosure of the above named individual's health information as described below. A copy of this authorization may serve in place of the original.

2. The following individual or organization is authorized to make the disclosure:

Name: _____

3. The type and amount of information to be used or disclosed is as follows: (include dates where appropriate).

- ☐ Entire record
- ☐ Entire billing record
- ☐ Admissions summary
- ☐ Discharge summary
- ☐ Outpatient/ER Records
- ☐ History & Physical
- ☐ Operative & Procedure reports
- ☐ Test results
- ☐ Pathology reports
- ☐ Laboratory results
- ☐ X-ray (Chest X-ray with 2 views PA/lateral)
- ☐ Consultation reports
- ☐ Other

4. I understand that the information in my health record may include information relating to sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS) or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatments for alcohol and drug abuse.

5. This information may be disclosed to and used by the following individual or organization for the purpose of medical review:

William H. Durham, M.D.
131 Pinehills Drive
Hattiesburg, MS 39402

8. I have had full opportunity to read and consider the contents of this authorization. I understand that my Health Plan will not condition its payment activities in connection with my claims, or my enrollments in my Health Plan, or my eligibility for benefits upon my giving this authorization.

Signature of Witness _____ Date _____

Spouse Name: _____

Spouse Date of Birth: _____

Spouse Social Security Number: xxx-xx-_____

Address: _____

Phone Number: _____

Do you have any children? Yes _____ No _____

[illegible]





Please list at least 2 to 3 extended family members or friends who we can leave a message with in case we cannot get a hold of you.

Name	Address	Phone Number

Title	Jane Doe Test - Pfas
File name	PFAS ELG RD...ct 40%.docx and 1 other
Document ID	11720656d17532165eed00242c6482065cf16824
Audit trail date format	MM / DD / YYYY
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Not legally binding. This is a test request.

Document history

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