

MICHAEL L. HAWKINS & ASSOCIATES, P.L.L.C.
MEDICAL MALPRACTICE CONTRACT OF EMPLOYMENT

I. NATURE OF EMPLOYMENT:

I, _____ (hereinafter AClient@), hereby retain and employ the services of Michael L. Hawkins & Associates, P.L.L.C., Attorneys at Law, to represent me in my claim for damages against _____ or such other party who, in their discretion, may be liable as a result of medical treatment provided by said individual, physician, hospital, or other medical provider.

Michael L. Hawkins & Associates, P.L.L.C., does not make any guarantee to the Client concerning the results of the proceedings which are the subject matter of the employment, and Client acknowledges being so informed. Michael L. Hawkins & Associates, P.L.L.C., accepts employment by Client without any promise or guarantee of the same, and Client acknowledges that no promise, representation or guarantee has been made by Michael L. Hawkins & Associates, P.L.L.C.

II. FEE AGREEMENT:

Client agrees to pay Michael L. Hawkins & Associates, P.L.L.C., as fee for their services, Forty percent (40%) of whatever may be recovered from said claim, whether by suit, settlement, or in any other manner. Said amount shall increase to Forty-Five percent (45%) if said claim should be appealed to the Court of Appeals of Kentucky or the Supreme Court of Kentucky. The amount of said attorney=s fee shall be computed from the gross recovery before costs, subrogation liens, third party claims, or expenses are satisfied.

III. TERMS OF REPRESENTATION:

Client further agrees that associate counsel may be employed at the direction and expense of Michael L. Hawkins & Associates, P.L.L.C., and that any attorney so employed may be designated to appear on Client=s behalf or undertake representation in this matter.

If in the opinion of Attorneys, after evaluation of medical records by a competent medical expert, Attorneys believe there is probable cause to support a claim of negligence against said hospital or other medical care providers who provided treatment to Client, Attorneys will institute appropriate legal action against the negligent hospital and/or physician and other medical care providers.

If Michael L. Hawkins & Associates, P.L.L.C. determines that it shall not pursue the claim or if the client has no recovery from the adverse party, Client shall owe Michael L. Hawkins & Associates, P.L.L.C., no attorney fee, and Client shall not be responsible for any advanced expenses.

If Client is compensated, Client agrees that all investigation costs, expert review costs, expert fees and costs, court costs, subpoena costs, photographs, depositions, court reporters' costs, medical reports and records, witness statements, travel expenses, copies, phone, postage, and all other out of pocket expenses directly incurred by Michael L. Hawkins & Associates, P.L.L.C., in investigating or litigating this claim shall be paid by Client, and that said expenses may be deducted from the proceeds of any recovery derived after payment of the attorney=s fee as set forth hereinabove. Client is primarily liable for the payment of all fees, costs, and expenses regardless of the adverse party becoming obligated pursuant to order of the Court or by agreement of the parties. However, Client shall be credited for any money so paid by the adverse party directly to Michael L. Hawkins & Associates, P.L.L.C.

Client further agrees that if all or part of the prior costs associated with this claim have been paid by another source (e.g. insurance, workers= compensation or medical coverage), such source will be reimbursed out of any such proceeds received as a result of this claim as required

by contract or law. Michael L. Hawkins & Associates, P.L.L.C., therefore, shall have the authority and authorization to make such disbursements of those funds directly to the doctors, hospitals, insurance companies or other persons concerned as is necessary. Client understands that Michael L. Hawkins & Associates, P.L.L.C., may contract with such third party subrogation lien holder to protect their lien as long as no apparent conflict of interest exists between Client and such party. If the lien is protected, Michael L. Hawkins & Associates, P.L.L.C., may claim a separate attorney fee from said third party from the proceeds recovered in the litigation.

Michael L. Hawkins & Associates, P.L.L.C., may discontinue rendering services and representation if Client shall fails to cooperate with Michael L. Hawkins & Associates, P.L.L.C.; if Client shall have misrepresented or failed to disclose material facts to Michael L. Hawkins & Associates, P.L.L.C., during the course and scope of representation; if Client fails to follow Michael L. Hawkins & Associates, P.L.L.C.'s, advice; or if Michael L. Hawkins & Associates, P.L.L.C., after an investigation of the facts and circumstances of the claim, shall determine that further representation is not in Michael L. Hawkins & Associates, P.L.L.C.'s, or Clients best interest or that further representation is not economically feasible or is unwise. If representation is terminated by Michael L. Hawkins & Associates, P.L.L.C., Client shall execute such necessary documents as will permit Michael L. Hawkins & Associates, P.L.L.C., to withdraw from representation. If Client, however, shall terminate the representation without the consent of Michael L. Hawkins & Associates, P.L.L.C., Client shall be responsible for advanced expenses, and they shall immediately forward payment for any costs or expenses incurred by Michael L. Hawkins & Associates, P.L.L.C., in the investigation or litigation of the same. Both Client & Michael L. Hawkins & Associates, P.L.L.C., may cancel this Agreement upon written notice to the other party at any time prior to the commencement of legal proceedings and thereafter only with Court approval.

IV. MISCELLANEOUS:

This Agreement contains the entire agreement between the parties. There are no agreements, understandings, representations or inducements being relied upon by either party except those expressly set forth in this Agreement or other writing which shall be signed by the parties and attached hereto.

WITNESS:

I have carefully read the foregoing Contract of Employment, know the contents thereof, and I sign the same as my free act and deed and have received a copy of this Contract on this the _____ day of _____, 20____.

MICHAEL L. HAWKINS
& ASSOCIATES, P.L.L.C.

CLIENT

BY: _____
MICHAEL L. HAWKINS

420 Ann Street
P.O. Box 595
Frankfort, Kentucky 40601
(502) 223-3459
FAX (502) 223-2900

CLIENT