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**EMPLOYMENT AGREEMENT MEDICAL MALPRACTICE**

It is important to set out in writing what "we," Russ Law Firm, L.L.C., and "you," the client, can expect from each other. Please read this document carefully -- it may control the distribution of a significant amount of money.

- I. Our firm's fee arrangement is simple -- If we make no recovery, there will be no fee. If there is a recovery, our fee will be as follows:
  - a. 50% of the gross amount of money collected, plus all costs and expenses of whatever nature incurred by Russ Law Firm, L.L.C. in this matter for and in consideration of the professional services rendered by the Russ Law Firm, L.L.C. and others associated with them
  - b. If the case is settled by agreement to pay structured or deferred payments, the attorney's fee will be calculated on the present value of the settlement. Also, the entire amount due will then be collected from the first funds received.
  - c. This employment is on a contingent fee basis and unless a recovery is made, there will be no obligation for attorney's fees, with the exception of the client discharging us without just cause.
  - d. By signing this written employment agreement, you authorize Russ Law Firm, L.L.C. at its discretion to pay the costs necessary to prosecute your tort claim. Costs include such things as medical report fees, expert witness fees, witness fees, court reporter fees, and travel expenses, filing fees, long distance charges, photocopying charges, investigative expenses, interest on bank loans or credit limit draws and other similar costs, and I fail to repay the sums referred to above upon termination, then the Law Firms, or any one or more of them, may intervene into any lawsuit which has been filed or which I may file with regard to prosecution of the claim referred to herein, or file a separate lawsuit for the collection of said sums. We will advance all of the necessary costs to prosecute your claim and you agree to reimburse us all of the costs out of your portion of the recovery.
  - e. You understand 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 Health care Providers' separate claim for reimbursement/lien for past and future payments prior to distributing any verdict or settlement proceeds. You agree that Russ Law Firm, L.L.C. may take all steps in this matter deemed advisable for the handling of your claim, including hiring separate experts /case workers who assist with resolving any Health care 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 your net recovery and shall not be paid out of the law firm's contingent fee in this matter.
  - f. Expenses are to be the responsibility of you, the client, irrespective of any recovery, including the cost of litigation of the claim, witness fees, medical expenses and Court costs, as well as any other incidental expenses, including travel and mileage expenses, copy charges and other miscellaneous out-of-pocket expenses, and Russ Law Firm, L.L.C. is hereby authorized to incur and/or disburse funds for expenses during the handling of your claim, and Russ Law Firm, L.L.C. is further authorized to make direct disbursement thereof from any settlement or recovery from your portion of settlement or Judgment proceeds after fee charges. Client is responsible for any and all medical expenses, including those expenses discovered or disclosed after disbursement of settlement proceeds to client.

- g. The Attorney is hereby granted the special power of attorney to endorse in client's name, any drafts or checks issued in connection with medicals paid or to be paid, to receive and demand payment, and to disburse the proceeds in accordance with this agreement.
- II. We will devote the full professional ability and resources of the firm to your claim for damages arising out of your injury or loss. We will investigate draft, and file court papers, research legal issues, conduct discovery, try your case, appeal your case and any other acts necessary to present your claim in a manner designed to maximize your recovery.
- III. If we find out after investigation that your claim is without merit, we have the right to withdraw from representing you and cancel this agreement. However, we reserve the right to recover our costs from you personally or your next attorney.
- IV. We have the right to associate other lawyers to assist us in handling your specific case. We will pay all fees incident to that employment. I further agree that for and in consideration of the professional services rendered by the Law Firms and others associated with them, I shall pay to them out of any settlement made in this matter 50% of the gross amount of money collected, plus all costs and expenses of whatever nature incurred by them in this matter. Russ Law Firm, L.L.C., shall receive 50% of the fee and \_\_\_\_\_ shall receive 50% of the fee and reimbursement to each firm of the respective costs. Costs shall be SHARED 50/50 on an incurred basis by two firms during handling of this matter.
- V. We will not compromise or settle the case without your authorization. If an offer to settle is made, we will communicate that offer to you and give you an opportunity to accept or reject it. Conversely, you may not settle your case without consulting us.
- VI. Any money we collect on your claim will be held in a separate trust account.
- VII. By signing this employment agreement, you agree that we may co-sign with you a loan from a lending institution or we may draw against our bank line of credit to pay for costs necessary to prosecute your claim. The interest charged to you for your bank loan and/or any draws upon our credit limit will be the going bank interest rate compounded daily. At the disbursement of your case, you will be responsible to pay back the full amount of the loan and accrued compounded interest to the bank and/or Russ Law Firm, L.L.C.
- VIII. To properly handle your claim, we need the assistance and cooperation of your health care providers. By signing this agreement, you agree that we may expressly or implicitly promise to protect their bills out of your recovery.
- IX. It is understood and agreed between the parties that this Contract is intended to and does hereby assign, transfer, set over and deliver unto Russ Law Firm, L.L.C. the above stated percentages of gross recovery as his fee for the representation of you, the client, in said claim and/or claims, as interest in the claim and/or claims under the terms and conditions aforesaid, in accordance with the provisions of LSA-R.S. 37:218, and in consideration of said assignment, said Russ Law Firm, L.L.C. binds and obligates himself diligently to prosecute your said claims.
- X. If, for any reason, Russ Law Firm, L.L.C. ceases to represent you, Russ Law Firm, L.L.C. shall immediately be reimbursed from you for all expenses paid out by Russ Law Firm, L.L.C. pursuant to the above paragraphs and in addition you, the client, must immediately repay any and all loans plus interest for which Russ Law Firm, L.L.C. has acted as guarantor for client's benefit. Attorney shall have a lien for fees due pursuant to this contract.
- XI. Russ Law Firm, L.L.C. uses both paper and electronic record keeping for file purposes. After the conclusion of your case your entire file will be scanned electronically for record retention purposes. These paper documents will be retained for a period of thirty (30) days following the conclusion of your case, After this 30 day period all paper documents in your file will be destroyed and only an electronic copy will be retained by our office. **If you wish to retain the paper copy of your file or any original paper document provided to this office you must inform this office in writing prior to the conclusion of your case. Otherwise the paper documents will be destroyed.** By signing this agreement you hereby consent and understand to the above stated terms and you authorize the electronic retention of your file. Further, an electronic copy of your file will be kept by our office for a period of five (5) years. After such time, it may be destroyed.

By signing this Agreement, you acknowledge that another attorney does not currently represent you. You further acknowledge that neither Derek Terrell Russ nor any of its representatives have promised you anything or given you anything of value in return for retaining Russ Law Firm, L.L.C. You promise to cooperate with our efforts to represent you. You promise not to settle your claim without consulting with us. Finally, you promise to pay all fees and costs as outlined in this Agreement.

**Further, you acknowledge by your signature that you have received a copy of this contract and a copy of Rule 1.8 as set forth by the Supreme Court of Louisiana, on the date indicated below.**

By signing this agreement, you understand that you are hiring Russ Law Firm, L.L.C. to represent you for damages caused by a vehicular accident that occurred on \_\_\_\_\_.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Russ Law Firm, L.L.C. By: \_\_\_\_\_ Date: \_\_\_\_\_

# **EMPLOYMENT AGREEMENT**

## **Attachment "A"**

Please read the following Rule below which outlines guidelines that must be followed by all attorneys when entering into contractual relationships with clients and specifically with regards to providing financial assistance to clients:

### **RULE 1.8 CONFLICT OF INTEREST: CURRENT CLIENTS: SPECIFIC RULES**

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
  - (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;
  - (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
  - (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.
- (b) A lawyer shall not use information relating to the representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or require by these Rules.
- (c) A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift, is related to the client. For purposes of this paragraph, related persons include a spouse, child, grandchild, parent, or grandparent.
- (d) Prior to the conclusion of representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.
- (e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except as follows.
  - (1) A lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter, provided that the expenses were reasonably incurred. Court costs and expenses of litigation include, but are not necessarily limited to, filing fees; deposition costs; expert witness fees; transcript costs; witness fees; copy costs; photographic, electronic, or digital evidence production; investigation fees; related travel expenses; litigation related medical expenses; and any other case specific expenses directly related to the representation undertaken, including those set out in Rule 1.8 (e) (3).
  - (2) A lawyer representing an indigent client may pay court costs and expense of litigation on behalf of the client.
  - (3) Overhead costs of a lawyer's practice which are those not incurred by the lawyer solely for the purposes of a particular representation, shall not be passed on to a client. Overhead costs include, but are not necessarily limited to, office rent, utility costs, and charges for local telephone service, office supplies, fixed asset expenses, and ordinary secretarial and staff services.

With the informed consent of the client, the lawyer may charge as recoverable costs such items as computer legal research charges, long distance telephone expenses, postage charges, copying charges, mileage and outside courier services charges, incurred solely for

the purposes of representation undertaken for that client, provided they are charged at the lawyer's actual, invoiced costs for these expenses.

With client consent and where the lawyer's fee is based upon an hourly rate, a reasonable charge for paralegal services may be chargeable to the client. In all other instances, paralegal services shall be considered an overhead cost of the lawyer.

(4) In addition to costs of court and expenses of litigation, a lawyer may provide financial assistance to a client who is in necessitous circumstances, subject however to the following restrictions.

- (i) Upon reasonable inquiry, the lawyer must determine that the client's necessitous circumstances, without minimal financial assistance would adversely affect the client's ability to initiate and/or maintain the cause for which the lawyer's services were engaged.
- (ii) The advance or loan guarantee, or the offer thereof, shall not be used as an inducement by the lawyer, or anyone acting on the lawyer's behalf, to secure employment.
- (iii) Neither the lawyer nor anyone acting on the lawyer's behalf may offer to make advances or loan guarantees prior to being hired by a client, and the lawyer shall not publicize nor advertise a willingness to make advances or loan guarantees to clients.
- (iv) Financial assistance under this rule may be provided but shall not exceed that minimum sum necessary to meet the client's, the client's spouse's, and/or dependents' documented obligations for food, shelter, utilities, insurance, non-litigation related medical care treatment, transportation expenses, education, or other documented expenses necessary for subsistence.

(5) Any financial assistance provided by a lawyer to a client, whether for court costs, expenses of litigation, or for necessitous circumstances, shall be subject to the following additional restrictions.

- (i) Any financial assistance provided directly from the funds of the lawyer to a client shall not bear interest, fees or charges of any nature.
- (ii) Financial assistance provided by a lawyer to a client may be made using a lawyer's line of credit or loans obtained from financial institutions in which the lawyer has no ownership, control and/or security interest; provide however, that this prohibition shall not apply to publicly traded financial institutions where the lawyer's ownership, control and/or security interest is less than 15%. Where the lawyer uses such loans to provide financial assistance to a client, the lawyer should make reasonable, good faith efforts to procure a favorable interest rate for the client.
- (iii) Where the lawyer uses a line of credit or loans obtained from financial institutions to provide financial assistance to a client the lawyer shall not pass on to the client interest charges, including any fees or other charges attendant to such loans, in an amount exceeding the actual charge by the third party lender, or ten percentage points above the bank prime loan rate of interest as reported by the Federal Reserve Board on January 15<sup>th</sup> of each year in which the loan is outstanding, whichever is less.
- (iv) A lawyer providing a guarantee or security on a loan made in favor of a client may do so only to the extent that the interest charges, including any fees or other charges attendant to such a loan, do not exceed ten percentage points (10%) above the bank prime loan rate of interest as reported by the Federal Reserve board on January 15<sup>th</sup> of each year in which the loan is outstanding. Interest charges attendant to such loans which exceeds this maximum may not be the subject of the lawyer's guarantee or security.

- (v) The lawyer shall procure the client's written consent to the terms and conditions under which such financial assistance is made. Nothing in this rule shall require client consent in those matters in which a court has certified a class under applicable state or federal law; provided, however, that the court must have accepted and exercised responsibility for making the determination that interest and fees are owed, and that the amount of interest and fees chargeable to the client is fair and reason considering the facts and circumstances presented.
- (vi) In every instance where the client has been provided financial assistance by the lawyer, the full text of this rule shall be provided to the client at the time of execution of any settlement documents, approval of any disbursement sheet as provided for in Rule 1.5, or upon submission of a bill for the lawyer's services.
- (vii) For purposes of Rule 1.8 (e), the term "financial institution" shall include a federally insured financial institution and any of its affiliates, bank savings and loan, credit union, savings bank, loan or finance company, thrift, and any other business or person that, for a commercial purpose, loans or advances money to attorneys and/or the clients of attorneys for court costs, litigation expenses, or for necessitous circumstances.

## **EMPLOYMENT AGREEMENT**

### **Attachment "B"**

#### **Authorization for Facsimile and/or Electronic Communication**

I, client, understand that there are certain risks involved in all types of communication especially facsimile communication and that of an electronic manner (i.e. email) and that Russ Law Firm, L.L.C. cannot guarantee the confidentiality of this communication and has not guaranteed same. However, with that understanding, I hereby authorize Russ Law Firm, L.L.C. to communicate with me through both facsimile and electronic communications including email through the contact information I have provided the firm.

I understand that I have the right to revoke this authorization at any time. I understand that I must do so in writing and present the written revocation to my attorney. I understand that the revocation will not apply to information that has already been sent in response to this authorization.

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CLIENT

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DATE

**AUTHORIZATION TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION**

I, \_\_\_\_\_, hereby authorize:

to use the following protected health information, and/or disclose the following protected health information to:

**Requestor Name and Address: Russ Law Firm, L.L.C.  
938 Lafayette Street  
Suite 507  
New Orleans, Louisiana 70113**

Patient Name: \_\_\_\_\_

Patient Address: \_\_\_\_\_  
\_\_\_\_\_

Patient DOB: \_\_\_\_\_

**Disclose the following protected health information for treatment dates \_\_\_\_\_ to present:**

- Abstract/Pertinent                       Health & Physical                       Discharge Summary
- Consult                                       Operative Report                       Progress Notes
- Physician Orders                       Nurses Notes                       ER Report
- Lab     X-ray                                       Entire Chart
- Reports of Diagnostic testing, X-rays, MRI, CT scans, etc.
- Other Specified: Billing\_\_\_\_\_.

\*This protected health information is being used or disclosed for legal purposes.\*

I acknowledge and hereby consent to such that the released information may contain alcohol and drug abuse, psychiatric, HIV testing, HIV results or AIDS information, or genetic information.

I understand that I have the right to revoke this authorization at any time. I understand that I must do so in writing and present the written revocation to my attorney. I understand that the revocation will not apply to information that has already been released in response to this authorization.

The information used or disclosed pursuant to the authorization may be subject to re-disclosure by the recipient and no longer protected.

My treatment, payment, enrollment or eligibility for benefits may not be conditioned on signing this authorization.

Fees/charges will comply with all laws and regulations applicable to release of information. **A copy of this authorization will have the same efficacy as an original.** This authorization will expire in one (1) year unless an earlier date, event or condition is specified herein.

I have read the above and authorize the disclosure of the protected health information as stated.

\_\_\_\_\_  
**Signature of Patient/Legal Representative**    **Date**

If signed by legal representative, relationship to patient: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Witness**    **Date**