

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
 BESSEMER DIVISION

CARL A. BIRD,)
 Plaintiff,)
 vs,) CV 2005 1003 DCK
 ABC CUTTING CONTRACTORS, INC.,)
 Defendant.)



20060113000022550 1/7 \$29.00
 Shelby Cnty Judge of Probate, AL
 01/13/2006 01:54:19PM FILED/CERT

NOTICE OF ATTORNEY'S LIEN

(5) You are hereby notified that I, John Martin Eades, Jr., the undersigned, the former attorney for Carl A. Bird, a/k/a Carl Anthony Bird, claim a lien for attorney's fees in the civil action, CV 2005 1003 DCK, which is still going on in the Circuit Court for Jefferson County, Alabama, in the Bessemer Division on any and all money due to the Plaintiff Carl A. Bird from the settlement and/or verdict of the above referenced case, involving a worker's compensation claim and a retaliatory discharge claim against the above referenced Defendant ABC Cutting Contractors, Inc., to the extent that the said Plaintiff Carl A. Bird is indebted by contract to the undersigned attorney in the amount of \$4,416.25 which is comprised of the following (an attorney fee of \$1,675.00, plus \$291.25 in interest, plus medical bills that Carl A. Bird has incurred and that Carl A. Bird owes in the amount of \$2,450.00). This lien is filed for the purpose of compelling the payment of the amount due by said contract and on said indebtedness.

The contract executed by Carl A. Bird a/k/a Carl Anthony Bird, specifically grants unto attorney John Martin Eades, Jr., said lien (copy of contract is attached hereto along with copy of statement of account.)

This the 12th day of January, 2006.

Respectfully Submitted,

John Martin Eades, Jr. Esq. (EAD008)

P. O. Box 307

Alabaster, Alabama 35007

(205) 664-3860 / (205) 664-3813 (fax)

STATE OF ALABAMA)
 COUNTY OF SHELBY)

Before me, the undersigned Notary Public, personally appears,
John Martin Eades, Jr., who being known to me and who, being first duly sworn, did depose and say that the foregoing facts are true and correct.

Sworn to and subscribed before me on this the 12th day of January 2006,
 2006.

NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES MAY 14, 2008

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing has been served on all parties in this matter by serving their respective counsel by placing a copy of the same in the United States Mail with address correctly labeled and postage prepaid to the following:

Mr. David Madison Tidmore, Esq.
Weaver & Tidmore, LLC
200 Cahaba Park Circle, Suite 214
Birmingham, Alabama 35242

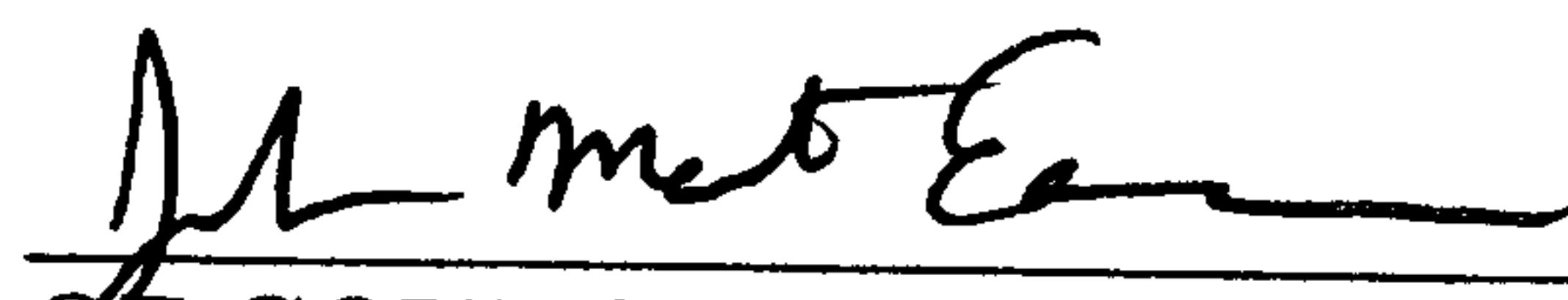
Mr. Patrick Edward Kennedy, Esq.
230 Bearden Road
Pelham, Alabama 35124

Mr. Michael Ian Fish, Esq.
Roberts & Fish, P.C.
2204 Lakeshore Drive, Suite 205
Birmingham, Alabama 35209-6702

Mr. David Banks Walston, Esq.
Christian & Small, L.L.P.
505 20th Street North, Suite 1800
Birmingham, Alabama 35203-2696

Mr. John Christopher Johnston, Esq.
Gaiser & Associates
2100A Southbridge Parkway, Suite 386
Birmingham, Alabama 35209-1338

Done this the 12th day of January, 2006



OF COUNSEL

STATE OF ALABAMA
COUNTY OF SHELBY


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Shelby Cnty Judge of Probate, AL
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)
)
CIVIL LITIGATION
FEE AGREEMENT

CLIENTS: Carl Anthony Bird
MATTER Workers Compensation Case/Retailory Discharge ABC Cutters
Contractors, Inc.
Type case: Personal Injury / Workers Compensation Case/Retailory
Discharge
ADVERSE PARTY: ABC Cutters Contractors, Inc., and other related entities

THIS AGREEMENT is made between, Carl Anthony Bird, a competent adult hereinafter referred to as "Client", and John Martin Eades, Jr., P.C., hereinafter referred to as the "Attorney".

Client does hereby retain the Attorney as Client's Attorney and does hereby contract for the legal services to be provided for Client in the representation of Client in the above referenced matter and other counseling, negotiating, investigation, handling, prosecuting and / or defending in said matter, to final settlement or adjudication at the trial court level. Both Client and Attorney acknowledge and consent that this fee agreement does not extend to any appeal from the trial court proceedings that may occur or that may be necessary. Client and Attorney agree to negotiate a separate and distinct fee agreement in the case of an occurrence of such an event.

Attorney shall receive a contingency attorney fee of 40% from the gross amount of the recovery, if any, from the retaliatory discharge claim and the standard statutory attorney fee for the workers compensation claim, plus expenses incurred by the Attorney. In the event that Client terminates Attorney's services before a gross recovery is received in this matter, Client shall compensate Attorney at his hourly rate of \$100.00 an hour for time and work expended by Attorney. In addition, Client acknowledges and consents that they may be responsible for paying the filing fee for any lawsuit and counter claim(s) and/or cross claim(s) if necessary. Client acknowledges and agrees that the filing fees referenced above may not be the only sum of money that Client may have to pay to Attorney during the course of representation of the legal and equitable interests of the Client. Client acknowledges and consents that there may be additional funds required of the Client or expended in this matter to obtain service of process of the complaint/petition on the adverse party and other expenses associated with the representation of the Client which may include, but not limited to, special process server fees, depositions, witness fees, court reporter costs, etc. Client promises to keep Attorney reasonably informed as to his whereabouts and his circumstances. Client does hereby acknowledge and agrees to permit Attorney, from time to time, to consult with other professionals such as, but not limited to, attorneys, certified public accountants, certified financial planners, and public accountants with other professionals that the Attorney deems to be necessary to consult with in order to effectively represent the interests of the Client. Any costs, expenses, or fees associated with such consultation with other professionals shall come from the money that the Attorney receives.

Attorney promises to use his best efforts in the course of the representation of the legal and equitable interests of the Client. Client acknowledges and agrees that Attorney can not and will not guarantee any outcome of the proceedings involving the subject matter of the representation of Client's legal and equitable interest. Client acknowledges and agrees that any and all statements that Attorney may make about possible or probable outcomes

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are mere statements of opinion of the Attorney and are not to be construed or interpreted as promises and/or warranties and/or guarantees.

In the event that Client fails to and/or chooses not to follow the advice of Attorney and/or fails to and/or chooses not to follow reasonable recommendations of the Attorney, Attorney reserves the right to withdraw from representation of the Client's matter and shall keep any fees paid by Client and Client remains responsible for any amounts of money owed by Client to Attorney as of the date of the withdrawal and for any amounts of money owed as court costs and/or any other amounts owed to any third parties, whether said third parties are individuals and/or entities.

Client hereby grants to Attorney a security interest and a lien in the Client's matter in order to secure the payment of any and all monies owed by Client to Attorney. In the event, that Attorney has to place for collection any balance past due from Client in a court of law, Client agrees to pay all costs of collection, including court costs and a reasonable attorney's fee. Client acknowledges and agrees that any balance that is past due more than thirty (30) days will incur interest at the rate of 12% (twelve per cent) per annum. This agreement constitutes the full agreement between Attorney and Client there being no other representations made between the parties, whether express or implied, not otherwise specifically set forth herein.

Carl A. Bird

1-12-05

DATE

CLIENT

01/12/2005

J. M. Eads

ATTORNEY

DATE

I have read this agreement, fully understand its contents, and have received a copy this date

Carl A. Bird

1-12-05

DATE

CLIENT

John Martin Eades, Jr., P.C.
John Martin Eades, Jr.,
Attorney at Law
P. O. Box 307
Alabaster, Alabama 35007
(205) 664-3860
(205) 664-3813 (fax)
(205) 936-7115 (cellular phone)
email: jmeadesjr@bellsouth.net
(physical address) 217 B 1st Street North
Alabaster, Alabama 35007

STATEMENT OF ACCOUNT

Date: August 8, 2005
Client: Carl Anthony Bird
1307 8th Street SW
Alabaster, Alabama 35007
Matter: ABC Cutters Contractors, Inc.
Attorney hourly rate: \$100.00 an hour

<u>Date</u>	<u>Activity</u>	<u>Time Spent</u>	<u>Attorney Fee</u>
01/12/2005	Consultation with client. Researched information on former employer of client.	1.50 hours	\$150.00
01/14/2005	Consultation with client.	1.50 hour	\$150.00
01/19/2005	Consultation with client. Follow up letter to client.	1.50 hours	\$150.00
01/20/2005	Reviewed file.	.40 hours	\$40.00
01/25/2005	Reviewed letter from Diane Counce MD	.40 hours	\$40.00
01/27/2005	Reviewed file.	.25 hours	\$25.00
02/08/2005	Reviewed file.	.25 hours	\$25.00
02/09/2005	Letter to Diane Counce MD requesting impairment rating.	.25 hours	\$25.00

<u>Date</u>	<u>Activity</u>	<u>Time Spent</u>	<u>Attorney Fee</u>
02/10/2005	Received and reviewed letter from Diance Counce MD. Phone conversation with Client re: case	.50 hours	\$50.00
02/11/2005	Letter to client re: case.	.25 hours	\$25.00
03/08/2005	Phone conversation with Dr. Ronald Moon. Letter to Dr. Ronald Moon.	.50 hours	\$50.00
03/09/2005	Received fax from Patsy Weaver at Dr. Ronald Moon's office. Phone conversations with Patsy Weaver. Fax letter to Patsy Weaver.	.75 hours	\$75.00
03/14/2005	Reviewed File.	.40 hours	\$40.00
03/15/2005	Reviewed File. Telephone conversation with Woody McDaniel Director of Imagery Services.	.40 hours	\$40.00
03/22/2005	Telephone conversation with client re: case.	.25 hours	\$25.00
03/25/2005	Telephone call to Woody McDaniel. Not available. Left voice mail. Telephone call to Dr. Ronald Moon. Not available. Left voice mail.	.25 hours	\$25.00
03/30/2005	Telephone call to Woody McDaniel. Not available. Left message with Nurse Ruth. Telephone call to Patsy Weaver. N/a. Lmsgw Jodie. Telephone conversation with client re: case. Received TC from Patsy Weaver. She will check on status of reports.	.75 hours	\$75.00
04/08/2005	Received and reviewed documents from CHSA – The Industrial Athlete.	.50 hours	\$50.00
04/14/2005	Faxed and mailed letter to Dr. Ronald Moon.	.25 hours	\$25.00
04/22/2005	Reviewed file.	.40 hours	\$40.00

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<u>Date</u>	<u>Activity</u>	<u>Time Spent</u>	<u>Attorney Fee</u>
04/27/2005	Consultation with client.	1.50 hours	\$150.00
05/10/2005	Telephone conversation with client re: case	.25 hours	\$25.00
05/26/2005	Telephone conversation with client re: case.	.25 hours	\$ 25.00
06/01/2005	Reviewed file.	.25 hours	\$25.00
06/07/2005	Consultation with client	.25 hours	\$25.00
06/20/2005	Received and reviewed letter from Corporate Health Systems.	.25 hours	\$25.00
06/22/2005	Letter to Corporate Health Systems: Patsy Weaver and John W. McDaniel Telephone conversation with client. Reviewed file.	1.0 hours	\$100.00
06/27/2005	Letter to client.	.25 hours	\$25.00
06/30/2005	Consultation with client.	.25 hours	\$25.00
07/15/2005	Received correspondence from client.	.25 hours	\$25.00
07/28/2005	Comprised statement of account.	1.0 hour	\$100.00

Total number of hours: 16.75 hours

Attorney Fee: \$1,675.00

Plus: Medical Bills that Client incurred and that Client owes: \$2,450.00

Total amount due: \$4,125.00

Payment Due: Ten (10) days from date of statement

State of Alabama - Jefferson County
I certify this instrument filed on:
2006 JAN 12 02:52:39:15PM
Recorded and \$
and \$
\$ 19.50
Total \$ 19.50
Deed Tax and Fee Amt.
MARK GAINES, Judge of Probate
200660/1143 BESS