



# MEDICAL LEGAL CONSULTANTS

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## CASH RETAINER AGREEMENT

THIS AGREEMENT by and between Medical Legal Consultants (hereinafter referred to as " MLC") and

(hereinafter referred to as "the Attorney"), WITNESSETH:

WHEREAS, MLC refers to Medical Legal Consultants, and its Medical Directors, officers and employees, and specifically excludes all other persons or organizations whose services may be engaged by MLC, and who, for all purposes of this Agreement, shall be considered as independent contractors; and

WHEREAS, the Attorney understands and agrees that under this Agreement, the Attorney retains complete control and responsibility for the course and conduct of Client's case; that MLC will work only with and under the direction of the Attorney; that MLC does not practice law, but is a specialized organization that restricts its activities to assisting attorneys in the evaluation and preparation of medical malpractice, products liability, workers' compensation, and other personal injury cases, through technical, and medical consultations, paralegal assistance, research and the procurement of Board Certified doctors and other specialists (hereinafter referred to as "Expert") who are competent and willing to review such cases and to testify under oath in court or elsewhere; that neither MLC's Medical Directors, officers and employees provide expert testimony.

In reliance upon the foregoing recitals, the parties hereto covenant and agree as follows:

1. The Attorney retains and authorizes MLC, and MLC agrees, to act as the Attorney's agent in the procurement of Expert(s), and to assist attorney in the evaluation and preparation of an actual or potential case, captioned

vs.

filed, or to be filed, in  
State of  
Court docket no.

County

For any and all injuries arising out of an incident that occurred on or about

2. The Attorney represents to MLC that the Attorney's client has authorized MLC to seek, and receive any and all information pertaining to the case, whether such information may be private, confidential, privileged, or sealed and secret, and to communicate medical information concerning the case to its Expert(s), at its sole discretion.

3. The Attorney shall not disclose the existence or terms of this Agreement to the Expert, shall not disclose the identity of the Expert to any jury verdict, or case reporting, service or publication; and shall not contact the Expert in connection with any other case or matter, without the prior, written consent of MLC. Since it would be extremely difficult, if not impossible, to ascertain the actual amount of damages suffered by MLC as a consequence of any breach of this paragraph, it is specifically agreed that each and every breach thereof shall entitle MLC to payment of \$2,500.00 as liquidated damages, in addition to any relief or remedy that may be granted to MLC under this Agreement.

4. A service charge, equal to the Expert's fee, shall become due and payable to MLC on each and every occasion that the Expert performs, or is scheduled to perform, any service in the case.

5. Expert shall be paid at Expert's prevailing hourly rate for review of records, written reports, and telephone or in-person consultations with the Attorney. Depositions in the community where Expert practices shall be paid at a half-day rate. For depositions elsewhere and courtroom appearances, Expert shall be paid at Expert's daily rate and shall be paid reasonable travel expenses. Expert may also demand an additional fee if unable to return home the same day for reasons beyond Expert's control. MLC will, upon request, give the Attorney a binding, written quotation, good for ninety (90) days, for any service to be performed by Expert.

6. The Attorney shall make no payment directly to the Expert. All payments are to be forwarded to and received by MLC at least fourteen days prior to the scheduled or estimated date of the Expert's telephone or in-person conference, deposition or court or other appearance. The Expert and MLC shall have the right to refuse to perform any service for prepayment has not been received by MLC. It is understood that no Expert will travel until all fees are paid and until round trip airline tickets, where applicable, are paid.

7. The Attorney shall schedule all appointments for physical examination, telephone or in-person consultation, deposition or court or other appearance by Expert through MLC, and give six to eight weeks advance notice of deposition or trial dates, whenever possible. Attorney shall give MLC at least seven (7) days notice of cancellation or postponement of any appointment for Expert to appear for deposition or courtroom testimony. If less than seven (7), but more than three (3) days notice is given, one-half of the Attorney's deposit shall be forfeit and the other half credited to the next scheduled appearance. If less than three (3) days notice is given, the entire deposit shall be forfeit.

8. MLC and Expert require four to six calendar weeks to complete their review. If a report is required on an expedited basis, the Attorney agrees to pay an additional charge of four hundred dollars (\$400.00) per report.

9. It is understood and agreed that ordinary expenses, such as charges for telephone, express or courier mail, photocopying, parking, and minor and sundry expenditures, shall not require the prior approval of the Attorney, and shall be borne entirely by the Attorney.

10. All bills are due upon receipt and shall be paid promptly by the Attorney within fifteen (15) days of issuance. If the attorney disputes any portion of the charges, the attorney agrees to pay the undisputed portion on the designated payment date. A late fee of forty dollars (\$40.00) will be assessed for each month the past due payment or undisputed portion remains unpaid. There will be a processing charge of twenty-five dollars (\$25.00) for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit. In the event the Attorney fails to timely pay or object, in writing, to any bills within sixty (60) days, MLC and Expert(s) may immediately cease providing services and may withdraw from the case without further notice. In that event, the Attorney waives any objection and consents thereto.

11. The Attorney understands and agrees that, should the Attorney fail, for any reason, to pay monies due and owing to Expert or MLC under the terms of this contract, the Attorney shall be responsible for all expenses that MLC may incur in connection with enforcement of its rights or any matter hereunder, including, but not limited to attorney's fees, as well as interest at the rate of 1.5% per month, compounded monthly, from the date of default to date of payment to MLC.

12. The Attorney understands that MLC cannot and does not make any guarantees or assurances as to the wording or substance of Expert's report and makes no guarantees or assurances as to the quality or nature of the Expert's testimony, the credentials of the Expert, the admissibility of the Expert and/or his testimony or opinion, the cooperation of the Expert, or any matters relating to the outcome of the litigation. If any Expert fails to appear on the date arranged for any appearance, it is understood and agreed that MLC's sole liability will be limited to the return of any and all fees paid in advance for that appearance. Attorney agrees to indemnify and hold MLC harmless from any loss suffered as a result of an Expert's opinion and/or failure to appear, and the availability of an Expert shall not affect MLC's entitlement to any payment of fees or expenses under this Agreement.

13. In no event, shall the liability of MLC under this Agreement, whether under a theory of Contract or tort, exceed the sum and total of monies paid to it, and MLC shall not be liable for any special, incidental or consequential damages, whether incurred through the agency of MLC or any other party, and whether or not MLC has knowledge that such damages might be incurred. MLC shall incur no liability for delays or losses of documents or materials caused by its personnel, the Postal Service, or any other person or carrier.

14. Neither this Agreement nor the rights and obligations of the Attorney hereunder shall be assignable, except with MLC's written consent, the conditions whereof shall bind successors and permitted assigns of the Attorney; and any purported assignment without such consent by MLC shall be null and void, and of no legal force and effect.

15. The validity of this Agreement and the rights and obligations of the parties hereto shall not be altered or affected in any way by any addition, dismissal, or substitution of counsel, or discontinuance of the Case and refile as the same or a different action, arising out of the same events.

16. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or different nature.

17. No modification of this Agreement shall be valid unless such modification is in writing and signed by the parties hereto.

18. If any provision of this Agreement shall be adjudged to be void and unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

19. This Agreement shall be deemed to have been executed at the offices of MLC, Atlanta, Georgia, regardless of the situs of the case, or the Attorney's offices. The Attorney consents and agrees that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated only in Courts having situs in Atlanta, Georgia, and that any and all judgments rendered shall be enforceable and applicable in the city, county and state of the Attorney's offices. The Attorney and MLC waive trial by jury in any action or proceeding brought by either party which relates in any way to this Agreement.

20. The parties agree that there are no representations or warranties, except as stated in this Agreement. This Agreement supersedes any prior oral or other agreements between the parties relating to the subject matter hereof.

21. As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the masculine, third person pronoun shall denote both male and female persons and legal entities, including partnerships and corporations.

22. Retainer to be submitted upon execution of this Agent \$ \_\_\_\_\_.

Release of Expert's name and curriculum vitae \$ \_\_\_\_\_.

Expedited service fee \$ \_\_\_\_\_.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
for Medical Legal Consultants