



# MEDICAL LEGAL CONSULTANTS

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## CONTINGENCY RETAINER CONTRACT

(Contract to be enacted by the client. Guaranty by the attorney)

This Contract is made by and between Medical Legal Consultants (hereinafter referred to as "MLC") and

1. \_\_\_\_\_, 2. \_\_\_\_\_
3. \_\_\_\_\_ (hereinafter referred to as "Client(s)" and/or "Plaintiff(s).")

**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 to assist in evaluation and preparation of a potential or actual claim (hereinafter referred to as "Case") and who, for all purposes of this Contract, shall be considered as independent contractors; and

**WHEREAS**, each Client represents that the above-named constitute all persons named or to be named as Plaintiffs in the Case and each Client agrees to notify MLC if and when any additional persons are to be added as Plaintiffs in the Case, and further, each of the above-named understands that MLC is entering into this Contract based upon the understanding that the above-named constitute all parties named or to be named as Plaintiffs in this Case and further agrees to provide MLC with a copy of the Complaint (or other documents initiating the legal action) and any amendments thereto, any settlement documents or agreements, and any final judgments or resolutions in the action; and

**WHEREAS**, each Client understands and agrees that under this Contract, Client's attorney retains full responsibility and control for the course and conduct of Case; that MLC will work only with and under the direction of Client's 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 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 evaluate such cases and to testify under oath in court or elsewhere; that neither MLC's Medical Directors, officers and employees provides expert testimony; and

**WHEREAS**, each Client further understands and agrees that Client's attorney can accept or reject any Expert provided by MLC, as well as any research and/or opinions proffered by MLC; and

**WHEREAS**, each Client further understands and agrees that this Contract is completely unrelated to any Contract for services and expenses which Client may have with his attorney, and any fees and expenses for services due under any Contract Client may have with his attorney are not reduced by fees payable to MLC under the terms of this Contract, nor are any liens, costs or fees of any kind deducted from MLC's percentage of the total recovery.

**WHEREAS**, each Client further understands that he has the option of retaining the services of MLC and/or Expert(s) on a fee-for-service (cash) basis, instead of entering into this contract. Should Client and MLC agree to enter into this Contract, where Client has previously retained the services of MLC on a fee-for-service basis, it is agreed that a portion of fees previously paid on a fee-for-service basis will be credited, toward services provided to date, as well as any future services requested by Client's attorney.

**WHEREAS**, each Client understands that prior to entering into this Contract, the Client is required to obtain a Case Evaluation Report prepared by one of the Medical Directors of MLC or a suitably qualified Expert selected by MLC, the fee for which is \_\_\_\_\_. In cases where the records exceed 100 pages, in addition to the above-stated fees, there will be a fee of five dollar ( \$5.00) per page in excess of 100 pages, per Expert report.

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

1. Client retains and authorizes MLC, and MLC agrees, to act as Client's agent in the procurement of Expert(s), and to assist Client's attorney(s) \_\_\_\_\_

in the evaluation and preparation of an actual or potential case, captioned

vs.

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

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

2. Client authorizes 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. Neither the Client nor Client's attorney shall disclose the existence or terms of this Contract to the Expert, or the identity of the

Expert to any jury verdict, or case reporting, service or publication.

4. Any fees or expenses resulting from direct contacts or communications with any Expert shall be borne entirely by the Client unless such contacts or communications are made or approved by MLC.
5. Expert shall be paid at Expert's prevailing hourly rate for review of records, written reports, and telephone or in-person consultations with Client's 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 Client's attorney a binding, written quotation, good for ninety (90) days, for any service to be performed by Expert.
6. MLC and each Expert require four to six calendar weeks to complete their review. If a report is required on an expedited basis, Client agrees to pay an additional charge of three hundred and seventy-five dollars (\$375) per report.
7. The curriculum vitae of each proposed Expert is available for review by Client's attorney, at his request, prior to submission of medical records to Expert for review and opinion. Additionally, arrangements can be made for Client's attorney to interview the proposed Expert, prior to submission of medical records to the Expert for review and opinion.
8. Client's attorney shall schedule all appointments for 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. Client's 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 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.
9. Client and attorney shall make no payment directly to the Expert. All payments for the Expert 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.
10. As an inducement to MLC to enter into this Contract as Client's agent, and in consideration of MLC's waiver of all or part of its usual fees and charges, the Client offers, and MLC shall be entitled to, a contingency fee of \_\_\_\_\_ of the gross recovery arising from any and all injuries and/or claims which are the subject of this Contract, in addition to the charges payable on entry into this Contract. Gross recovery shall be defined as the total of all amounts paid or payable, actual or promised reduction of indebtedness, and any other conveyance of value, before making any deduction for attorney's fees, liens, or any other costs of litigation, to all Plaintiffs and their spouses, children, heirs and/or assigns. MLC's contingency fee shall include \_\_\_\_\_ of any interest earned by Plaintiffs and their spouses, children, heirs and/or assigns on the gross recovery, prior to any disbursement. MLC's contingency fee shall be considered a lien against the total recovery.
11. The value of any future payment, structured settlement, or non-monetary conveyance, shall be the fair market value thereof on the date of settlement or judgment. In the event of any dispute arising as to fair market value, it shall be determined by a qualified expert acceptable to MLC.
12. If for any reason, MLC's contingency percentage in a particular Plaintiff's recovery is reduced by any Court (i.e., minor), it is understood and agreed that the remaining Plaintiff(s) will be jointly and severally liable to MLC for its full contingency percentage of the total gross recovery to all Plaintiff whose fee due MLC has been reduced. Client(s) understand and agree that if additional person(s) not named herein become parties in the case and such person(s) refuse to join in this Contract for any reason, Client(s) will be jointly and severally liable for its full contingency percentage of the total gross recovery to all Plaintiffs, including those named herein, as well as those Plaintiffs not named herein.
13. It is understood and agreed that MLC is entitled to its full contingency percentage of the total recovery upon Client's execution of this Contract, notwithstanding the status of any reports, evaluations or other services performed or to be performed by MLC and Expert(s), the use or non-use the attorney may make of the Expert's services, or the outcome of the case. This contract shall be considered terminated only upon issuance of a final written Case Evaluation Report which MLC considers to be negative and unresponsive of Client's case. In that instance only, Client's contractual obligations to MLC, and MLC's obligations to Client, shall be terminated.
14. Whereas computation of MLC's contingency fee is dependent upon the amount of judgment or settlement, and Client has authorized MLC to receive any and all information pertaining to the Case, MLC shall have the right to be made privy to the terms and amount of settlement or judgment, even though such information may be ordered to be sealed and secret, and MLC agree to be bound to the same extent as the attorney in all matters concerning the confidentiality of said settlement or judgment. The client agrees and covenants not to enter into, or seek approval of any settlement whereby MLC may not be privy to the terms and amount of the settlement.
15. Client(s) shall provide MLC with any settlement documents or agreements, and any final judgments or resolutions in the action; and further authorizes and directs his attorney to disburse the proceeds of any and all recovery to MLC within ten (10) days after the proceeds of the Case become disburseable, and before any monies are paid to the Client or Client's attorney.
16. In the event of a structured settlement, MLC is to receive its full \_\_\_\_\_ of the total recovery from the initial disbursement of funds, based upon present day value. At its sole discretion, MLC may agree in writing to compromise as to only the timing and method of its payment.
17. If MLC is required to forego its right to the \_\_\_\_\_ contingency fee, or any portion thereof, as provided by the terms of this Contract by reason of law, or by court decision or judgment, or by any rule, regulation, decision, ordinance or opinion of any federal, state or local government or regulatory body, or otherwise consents in writing to forego and relinquish its right to the \_\_\_\_\_

\_\_\_\_\_ contingency fee provided for hereunder, the parties agree that MLC shall be compensated at the rate of two hundred and seventy-five dollars (\$275) per hour for its services and the services of the Experts, which hourly rate the parties agree is both fair and reasonable.

18. In the event the aforesaid alternate rate is applicable, all services provided by MLC and its Experts shall be billable at the rate of two hundred and seventy-five dollars (\$275) per hour, including any services which were otherwise payable at a lower hourly rate or would have been "free" services under the terms of this Contract; provided, however, that in no event shall compensation paid to MLC exceed the amount that would be due and payable under the \_\_\_\_\_ contingency provisions of this Contract.

19. Client understands and agrees that, should Client's attorney fail, for any reason, to disburse monies due and owing to MLC under the terms of this Contract, Client shall be personally responsible for all monies due MLC, and for all expenses that MLC may incur in connection with enforcement of its rights or any other matter hereunder, including, but not limited to attorney's fees, as well as interest at the rate of 18 percent (18%) per annum from date of payment to Client and/or Client's attorney, to date of payment to MLC.

20. Client 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. Clients agree 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 Contract.

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

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

23. No waiver of any provisions of this Contract 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 Contract shall not be construed as a waiver of any subsequent default of the same or different nature.

24. The validity of this Contract 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.

25. In no event, shall the liability of MLC under this Contract, whether under a theory of Contract or tort, exceed the sum and total of monies paid to it, excluding the contingency fee, 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 loss of documents caused by the Expert, the U.S. Postal Service, or any other person or carrier.

26. This Contract shall be deemed to have been executed at the offices of MLC, Atlanta, Georgia, regardless of the situs of the case, the Client's residence, or the Attorney's office. The Client and the Attorney agree that all actions or proceedings arising directly or indirectly from this Contract 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 Clients's residence and/or the Attorney's offices. The parties waive trial by jury in any action or proceeding brought by either party which relates in any way to this Contract.

27. Client acknowledges that this Contract is entered into voluntarily without coercion, that no guarantees or assurances have been made, and that Client has consulted with an attorney before entering into this contract. If Client is not represented by an attorney at this time, it is understood and agreed that Client must obtain an attorney to represent Client, that the attorney retained must be advised of this Contract and agree to distribute funds in accordance with the terms of this Contract.

28. This document contains the entire agreement of the parties. The parties agree that there are no representations or warranties, except as stated in this contract. This Contract supersedes any prior agreement between the parties relating to the subject matter hereof.

29. 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.

Minors/Conservatorships/Estates.

If a Client or potential Client is a minor, mentally incapacitated adult, or estate that I am representing, I attest that I am legally authorized (as legal guardian or conservator, or as legal representative, administrator or executor of the estate to enter into and to sign this Contract for myself individually and as (specify legal authorization):

\_\_\_\_\_ on behalf of: \_\_\_\_\_  
(Name)

IN WITNESS WHEREOF the undersigned have executed this Contract:

1) CLIENT: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Printed Name) (Signature)

SS#: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(Street) (City) (State) (Zip)

2) CLIENT \_\_\_\_\_ DATE \_\_\_\_\_  
(Printed Name) (Signature)

SS#: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(Street) (City) (State) (Zip)

3) CLIENT \_\_\_\_\_ DATE \_\_\_\_\_  
(Printed Name) (Signature)

SS#: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(Street) (City) (State) (Zip)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Witness my hand and official seal \_\_\_\_\_ Notary Public

ACCEPTED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
Medical Legal Consultants

### Guaranty of Attorney

KNOW ALL MEN BY THESE PRESENTS that, for value received, and in consideration for, and as an inducement to Medical Legal Consultants (hereinafter MLC) to enter into the foregoing Contract, the undersigned law firm and attorney (hereinafter the Guarantor) do herewith and hereby unconditionally guarantee to MLC, and its successors and assigns, the full performance, fulfillment, and observance by the Client, his legal representatives, heirs, successors, and assigns, of all of the terms, covenants, conditions, and other provisions enumerated and set forth in the aforementioned Contract, to be performed and observed by the Client, his legal representatives, heirs, successors, and assigns, and payment of all sums required to be paid by the Client under and in pursuance of said Contract, whenever such performance, fulfillment, observance, or payment is due, without requiring any notice of nonpayment, nonperformance, or proof of notice of demands whereby to charge the Guarantor therefor, all of which the Guarantor expressly waives. The Guarantor expressly agrees that the validity of this guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, or impaired by reason of any rule of professional conduct or ethics, any judicial, administrative, or legislative ruling concerning the aforementioned Contract, or the assertion by MLC, its successors and assigns, against the Client, his legal representatives, heirs, and assigns, of any of the rights or remedies reserved to MLC under and pursuant to the provisions of the said Contract; and the Guarantor does hereby consent that, from time to time, without requiring any notice to, or approval by, the Guarantor, all of which the Guarantor expressly waives, the said Contract may be modified without discharging, limiting, or in any way whatsoever affecting the liability of the Guarantor under this guaranty, and said liability and guaranty to remain and continue in full force and effect with respect to any modification, release, or other dealing.

The Guarantor does hereby waive presentment, demand of payment, protest, notice of protest, or nonpayment of any note, instrument, or other obligation to which the Guarantor might otherwise be entitled; the Guarantor does further waive notice of acceptance of this guaranty, and of the incurring of any obligation of the Client under the said Contract. The Guarantor does further waive trial by jury in any action or proceeding brought by MLC or its assignee, on any matters whatsoever arising out of, under, or by virtue of, said Contract or this guaranty. If a Court of Competent Jurisdiction should determine that any portion of this guaranty is invalid, it shall not invalidate the remaining portions which shall remain in full force and effect, and if said Court shall determine that the Guarantor was not authorized to enter into this guaranty on behalf of the Client, then the Guarantor's legal obligations under this guaranty shall remain in full force and effect and the Guarantor shall be treated as if he were the Client.

The Guarantor represents to MLC that Guarantor has carefully reviewed, and explained and recommended this Contract to the Client; is satisfied that Client fully understands its provisions and legal effect, and consent to and agree to be bound by the terms and provisions herein. Guarantor verifies that the above signed Client(s) constitute all the Plaintiffs or potential Plaintiffs in this action. If Guarantor associates with another attorney on this Case or if another attorney assumes responsibility for this case, Guarantor will immediately advise MLC and will advise the attorney of this Contract and their obligations hereunder.

The parties agree that this Contract and guaranty shall be deemed to have been executed in Atlanta, Georgia and shall be interpreted, and the rights and liabilities of the parties determined according to the laws of the State of Georgia; and that any and all judgements rendered shall be enforceable and applicable in the city, county and state of Client and/or Client's attorney.

by: \_\_\_\_\_  
Personally and for the Firm Printed Name

Date: \_\_\_\_\_ Telephone: (\_\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(Street) (City) (State) (Zip)