

## MEDICAL LEGAL CONSULTANTS

100 Park Ave., 16th Floor New York, NY 10017 1221 Brickell Ave, 9th Floor Miami, FL 33131 http://www.MedLawUSA.com Email: experts@MedLawUSA.com

1-800-765-MEDLAW or 1-800-765-6335

## FREE CASE EVALUATION

We are pleased to offer you our free, in-house Case Evaluation. The Case Evaluation provides you with a detailed analysis of the medical facts, proximate cause, damages, the strengths and weaknesses of your case, deviations from the standards of care, if any, the probable defenses which could be raised and the potential defendants.

| NAME OF ATTORNEY  | DATE                             |                         |
|---|----------------------------------|-------------------------|
| LAW FIRM  |                                  |                         |
| ADDRESS   |                                  |                         |
| CITY  | STATE                            | ZIP                     |
| PHONE   | FAX                              |                         |
| PLAINTIFF(S)  |                                  |                         |
| ADDRESS   |                                  |                         |
| CITY  | STATE                            | ZIP                     |
| Style of case:  |                                  |                         |
| filed, or to be filed, in   |                                  |                         |
| State of  |                                  |                         |
| Court docket no.  |                                  |                         |
| Upon receipt of the applicable items listed below, your c   | ase will be evaluated by a suit  | ably qualified expert.  |
| 1. NARRATIVE: Please provide a detailed narrative of the m  | edical events and the allegation | ns you intend to plead. |
| <ol> <li>MEDICAL RECORDS: Up to 100 pages of medical records to ensure that each page is legible and in proper<br/>PATHOLOGY SLIDES, X-RAYS, PET, MRI, AND CT SCAN</li> </ol> | order by dates. PLEASE BE AD'    |                         |
| 3. <b>PROCESSING FEE</b> (non-refundable) <sup>1</sup>  |                                  | \$100.00                |
| 4. <b>EXPEDITED SERVICE FEE</b> <sup>3</sup> - If report required in less than  | n four weeks                     | \$                      |
| 5. RECORDS IN EXCESS OF 100 PAGES @ \$5.00 PER PAGE   | E                                | \$                      |
| 6. REFUNDABLE DEPOSIT 4, 5, 6   |                                  | \$400.00                |

7. ENCLOSE YOUR CHECK IN THE APPROPRIATE AMOUNT, MADE PAYABLE TO MEDICAL LEGAL CONSULTANTS.

YOUR PAYMENT MUST ACCOMPANY THIS REQUEST

## **TERMS AND CONDITIONS**

- 1. The non-refundable processing fee is solely for the cost of handling, organizing, and indexing the file. This fee shall not be considered as payment for the Case Evaluation or any other service.
- 2. MLC may unilaterally cancel this offer at any time for any reason, simply by returning the processing fee and the deposit.
- 3. The Case Evaluation opinion will be available in 4-6 weeks. Expedited service can be provided within 3 10 days, depending upon the complexity of the case, the specialty of the expert, and the volume of records submitted for review. The fee for expedited service is \$375 per opinion.
- 4. If MLC does not deem the case to be meritorious or is unable to procure a supportive opinion from a suitably qualified expert, MLC will refund the entire deposit and you will not incur any further expense or obligation.
- 5. If MLC deems the case to be meritorious, and you decide to engage the services of MLC, the deposit will be applied toward the retainer.
- 6. Consideration for the Case Evaluation service is the reasonable assurance that you will engage the services of MLC by enacting our retainer agreement. If MLC deems the case to be meritorious and you decide not to engage our services, MLC will apply the refundable deposit as compensation for the Case Evaluation service.
- 7. Attorney understands that MLC makes no effort to influence or control expert's opinion and expert's opinion is solely the product of expert's own clinical judgement and unbiased evaluation of the medical records and other data submitted for expert's consideration. MLC makes no warranty, express or implied, that the opinions of its personnel or experts will necessarily conform to or be consistent with the opinion of any other person or school of thought.
- 8. 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.
- 9. 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 refiling as the same or a different action, arising out of the same events.

I agree to the terms and conditions of this offer.

ATTORNEY: \_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_
Authorized Signature Print Name

ACCEPTED: \_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_

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