



LUBELL | ROSEN

LEGAL DEFENSE CONTRACT

THIS IS A CONTRACT between the client(s) named below, hereinafter referred to as “Client(s)” and LUBELL & ROSEN, LLC, a Florida Limited Liability Company and law firm licensed to practice law in the State of Florida, hereinafter referred to as “Attorneys.”

Client’s General Information

Clients

Name of Client:

Address:

City:

State:

Zip Code:

Phone:

Email:

Specialty:

Name of Client:

Address:

City:

State:

Zip Code:

Phone:

Email:

Specialty:

1. Commencement: This contract shall commence on _____ (If left blank, the date of execution)

2. Matters covered:

- a. Subject to the limitations stated herein, Attorneys agree to provide defense representation to Client(s)
 - i) for any civil matter in which the Client is alleged to have committed medical malpractice, and/or
 - ii) for any department of health investigation in which the Client is alleged to have committed medical malpractice.
- b. Attorney shall provide quality professional legal defense representation consistent with the highest standard in the community to the Client through conclusion of the trial in this matter in trial court or arbitration, or through dismissal or settlement, whichever occurs first. Appeals are not covered by this Contract.
- c. There is no limitation as to the amount of attorneys' services Client is entitled to receive or to the number of cases attorneys will handle for each Client.
- d. There is no retroactive date limitation to this Contract. In other words, if a new matter is brought against the Client for an alleged improper medical act occurring twenty years ago, defense of this matter is covered by this Contract. (However, it may be barred by the statute of limitations).

3. Limitations:

- a. Representation is limited to only matters in which the incident in question occurred in the State of Florida and the legal action was filed in the State of Florida. Out of state actions are not covered.
- b. There shall be no representation for any matter "pending" prior to the execution of this Contract. For the purposes of this Contract, a matter is pending if the Client received a notice of a person or entity's intent to commence a complaint or investigation prior to the execution of the Contract. This includes, but is not limited to a Notice of Intent, a threatening letter, a complaint, a claim letter, or a request for records.
- c. Department of Health representation is limited only to medical malpractice allegations. If additional allegations are raised against the doctor in the same proceeding, attorneys will charge an addition fee for such representation.

4. Litigation Expenses and Court Costs:

- a. In defense of any covered legal matter, Attorneys shall advance, at Attorneys' sole risk, the following litigation expenses:

Filing fees, Service of Process Fees, Copies, Faxes, Messenger fees, Travel expenses, Postage, Overnight Mail, Certified Mail, Telephone and Long Distance Charges, Word and Data Processing Charges, Trial Exhibits, Witness Fees, and Westlaw / Computer Research.

- b. The following litigation expenses are not covered under this contract:

Expert Fees, Court Reporter and transcription fees, videographer fees, Mediation fees, Arbitration Fees, Appellate Fees, Investigator Fees and surveillance charges, Press Releases, Mock Jury Studies, Publishing expenses, and any expense considered to be superfluous and unnecessary to the obtaining of a successful verdict in the opinion of Attorneys.

- c. Client hereby agrees that Attorneys shall have the right to seek recovery of all advanced costs from the adversary party in any legal action and all costs recovered are due and payable to Attorneys. If the Client advances costs in addition to the Attorneys, Attorneys shall pursue recovery of these advanced costs as well, and if recovered, they shall be payable to the Client.

5. Term: This retainer Contract is valid for one year from the date of commencement.

6. Renewals: This Contract shall automatically renew, on a year to year basis, following the expiration of the original term unless either party gives notice of their intent not to renew 30 days prior to the expiration of the term. Rate increases shall be limited to 5% higher than the previous year's rate.

7. Termination of Contract / Early Termination Fees:

- a. Other than for cause, Client may terminate Contract prior to the end of a term, if Client pays all arrearages owed, if any, plus a fee equal to two months of representation or the remainder of the term, whichever is less.
- b. Other than for cause, Attorney may terminate Contract prior to the end of a term if Attorney agrees to provide free representation for all existing covered matters up to the date of termination and must continue pay for all covered costs on the existing covered matters.

- c. Either Client or Attorney may immediately terminate this Contract for Cause. Cause shall be limited to Breach of any material term of this Contract including if the Client misrepresents his/her specialty or workload and if the true information were given the Attorney would have charged a higher rate for his/her monthly or annual fees, fraud, if Client is more than 15 days past due in paying his/her fees, or if Client insists on a course of action that is repugnant to the Attorneys or a violation of the Rules Regulating the Florida Bar. However before this Contract may be terminated for cause the offending party must be given a reasonable opportunity to cure the default.

8. Representation after termination of this Contract: Attorneys shall only represent Client(s) so long as this contract has not been terminated. Thus, if a case is reported to Attorneys prior to termination, and then the Contract terminates, Attorneys no longer owe representation following the date of termination. Additionally, if this Contract terminates and a case is reported after the termination, even if the medical incident occurred while the Contract was in force, Attorneys are not obligated to defend Client(s).

9. Settlement Authority: No settlement shall be made by the Attorneys without the express consent and approval of the Client(s)

10. Inclusion of Business Entity / Other Doctors / Nurses / Midwives / Support Staff:
 - a. If other related entities have insurance coverage, that coverage is primary and there is no representation pursuant to this contract.

 - b. Attorneys will represent a business entity named in the lawsuit if:
 - i. Client is also named in the lawsuit and is covered by this Retainer, and
 - ii. Client owns at least 50% of the entity, and
 - iii. The entity is only alleged to be vicariously liable for the acts of the Client.

 - c. Attorneys will represent a nurse, midwife, or a support staff named in the lawsuit if:
 - i. Client is also named in the lawsuit and is covered by this retainer, and
 - ii. Client is alleged to be vicariously liable for their negligence, and
 - iii. There are no independent allegations of wrongdoing against the nurse/midwife/support staff.

- d. This Contract does NOT provide defense coverage for any other doctors working the same practice unless specifically listed in this Contract or covered by an Addendum or Modification to this Contract.

11. Liability Against Attorney for Breach of Contract:

- a. If Attorneys are in default of this Contract, by failing to represent the Client(s) in any matter as specified above, including but limited to professional negligence, Client(s) may bring an action against Attorneys for damages. Damages are limited to amount paid by Client for one year of legal representation. However, before Attorneys are liable for default of this Contract, Client must notify Attorneys of the alleged act(s) of default and Attorney(s) must be given a reasonable opportunity to cure the default.
- b. Any matter brought against either the Client or the Attorney for the breach of this Contract shall be brought only in Broward County, Florida and each party agrees to bear their own attorney's fees and costs.
- c. In addition to all other remedies, Client may file a disciplinary complaint with the Florida Bar against the Attorneys for any violation of any of Rules Regulating the Florida Bar.

12. Governing Law / Severability: This contract is governed by the laws of the State of Florida. If any clause of this contract is deemed to be unenforceable, it shall be severed from the contract and the remainder of the contract shall be enforced.

13. Conflict of Interest: In the event of a conflict of interest between Client and another client also represented by Attorneys, or a business conflict, Attorneys will first attempt to get the parties to waive the conflict. Clients will be asked to seek the advice of independent counsel before agreeing to a waiver. If waivers are not signed by all parties, Attorneys will refund six months of Client's attorney's fees so that Client may hire new counsel.

14. Payment terms: The total annual amount for Client(s) to pay is as follows:

Client may pay fee on annual or monthly basis. (If Monthly is selected, fee shall be computed by multiplying by 1.05/12)

(Please choose one option)

Monthly: \$

Annually: \$

15. Payment Method. Client may pay by check or credit card. Please select:

Check.

Check Number:

Amount:

Credit Card: (Only monthly payments may be made by credit card)

Cardholder:

Card Type:

Acct No.:

Exp Date:

Security Code:

Billing Address:

(Cardholder by signing below agrees to the terms of this Contract and authorizes payment as specified above.)

Client:

LUBELL & ROSEN

By: _____

By: _____

Date: _____

Date: _____