



### **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**

\_\_\_\_\_  
Name of Client

\_\_\_\_\_  
Address City State Zip Code:

\_\_\_\_\_  
Personal Cell Phone

\_\_\_\_\_  
Personal Email

\_\_\_\_\_  
Specialty

Are you requesting Medical Director Coverage? Yes ☐ No ☐

Office Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Cell: \_\_\_\_\_ \* We will contact this person if we cannot reach the client. The contact person can be the spouse, office manager, Partner, etc.

\_\_\_\_\_  
Supporting Staff, Example PA's that work with the covered client are covered under this contract at no additional cost. Please list their name and certification here.

1. \_\_\_\_\_ Certification: \_\_\_\_\_  
2. \_\_\_\_\_ Certification: \_\_\_\_\_  
3. \_\_\_\_\_ Certification: \_\_\_\_\_

Nurses are required to carry insurance and are not covered in this contract.

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, brought in a Florida Court, in which the Client is alleged to have committed medical malpractice in the State of Florida.
  - ii) for any Florida Department of Health investigation arising out of allegations of 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 in Florida 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. Actions in other states 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 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 in writing to Nordia Ramirez, Client Relations Representative at [nordia@lubellrosen.com](mailto:nordia@lubellrosen.com) of their intent not to renew 60 days prior to the date they wish to terminate their contract. Rate increases shall be limited to 5% higher than the previous year's rate.

7. Termination of Contract / Termination Fees:

- a. Other than for cause, Client may terminate Contract, or any renewal, with sixty (60) days notice to Attorneys. Client is obligated to continue to pay attorney's fees during the 60 day notice period.
- b. Other than for cause, Attorney may terminate Contract with sixty (60) days notice, however Attorney shall provide free representation for all existing covered matters during the notice period and Client shall not be obligated to pay any Attorney's Fees for this 60 day period. New matters shall not be covered during the sixty day period.
- c. Either Client or Attorney may immediately terminate this Contract for Cause. Cause shall be limited to the following: 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, Physician Assistant, or a support staff named in the lawsuit if:
    - i. Client is also named in the lawsuit and is covered by this contract 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/Physician Assistant/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, the fee shall be computed by multiplying by 1.05/12.

Prepaid Legal Defense Contract fee is based on your specialty. Please reference our price list attached. Monthly \$\_\_\_\_\_ Annually \$\_\_\_\_\_

Expert Witness Fee: Monthly \$125.00      Annually: \$1,500.00

Medical Director Coverage: Monthly \$481.00      Annually: \$5,495.00

Total Amount to be charged to your credit card each month \$\_\_\_\_\_

Total Amount to be charged to your credit card annually \$\_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Card Type: \_\_\_\_\_

Account Number on your credit card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

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

\_\_\_\_\_  
Lubell & Rosen Law Firm

\_\_\_\_\_  
Client Signature

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Today's Date