

Medical Review Foundation, Inc.

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15% CONTINGENCY CONTRACT

This Contract is made by and between Medical Review Foundation, Inc. (hereafter referred to as "MRFI") and:

1. _____ 2. _____
(hereafter referred to as "Client(s)" and/or "Plaintiff(s)") 2nd Client and/or Plaintiff

RECITALS

WHEREAS, each Client and Attorney represents that the above-named Clients constitute all persons named or to be named as Plaintiffs in the case and each Client and Attorney agrees to notify MRFI if and when any additional persons are to be added as Plaintiffs in the case, and further, each of the above-named Clients understands that MRFI is entering into this Contract based upon the understanding that the above-named Clients constitute all parties named or to be named as Plaintiffs in this case and further agrees to provide MRFI with a copy of the Complaint and Petitions (or other papers initiating the legal action), any amendments thereto, any Settlement Documents or Agreements, any Final Judgments or Resolutions in the action, and to provide MRFI with a list of all Defendants and/or potential Defendants; and

WHEREAS, each Client and their Attorney or any future Attorney agree that they will not agree to any Settlement Agreement which includes a confidentiality or non-disclosure clause which would prevent the disclosure to MRFI of the terms of any Settlement or which would prevent Client or Client's Attorney from providing any and all Documents to MRFI as required by the previous paragraph or any other part of this Contract, including, but not limited to, copies of any Settlement Agreement or Final Judgments. Client and Client's Attorney agree that they will make any other party to Client's case aware of this provision in this Contract.

WHEREAS, each Client understands and agrees that under this Contract, Client's Attorney retains full responsibility and control for the course and conduct of Client's case; that MRFI will work only with and under the direction of Client's Attorney; that MRFI can not act without authorization from Client's Attorney; that MRFI cannot and does not practice law; that neither MRFI's, Officers, Employees, Directors or Shareholders provides Expert testimony; and

WHEREAS MRFI serves as your non-legal Consultant, at your request, and if there are local or state medical standards of care, as opposed to a national standard of care, in qualifying Experts Witnesses for your case, it is Attorney's responsibility to properly inform in writing the Medical Review Foundation, Inc. of that local and state standard of care to the satisfaction of Plaintiff's attorney. It is not the responsibility of the MRFI at any time to know or educate the Expert Witness in this matter, as MRFI does not practice law.

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 their Attorney, and any fees and expenses for services due under any Contract Client may have with their Attorney are not reduced by fees payable to MRFI under the terms of this Contract, nor are any liens, costs or fees of any kind deducted from MRFI's Percentage of the Total Recovery; and

WHEREAS, each Client further understands that MRFI does not practice medicine but will have a Board Certified Doctor Consultant, who will not testify, assist the Client's Attorney with an analysis of the facts of the case, a discussion of the applicable standards of care and any departures there from (negligence), identification of potential Defendants, and Evaluation of the causation of both present and potential future damages. This Medical Doctor Consultant will be available to the Client's Attorney to answer medical, technical and scientific questions, analyze submitted Defense Expert Reports, Deposition(s) and published medical articles and books, assist the Client's Attorney in formulating medical and technical questions for interrogatories, review answers to interrogatories and records obtained through the legal discovery process and preparing for Deposition and Trial in writing at two hundred fifty (\$250) per hour with a one-hour minimum charge.

WHEREAS, each Client further understands and agrees that MRFI will attempt to provide Client, subject to the consent of Client's Attorney, with Expert Witnesses who are willing to testify in support of their opinion, given sufficient notice, at Depositions and at Trial, for presentation through sworn testimony, of pertinent medical data, issues and opinions, and will further provide Client's Attorney with written analysis of the Reports of the Defendant(s) Expert Witnesses; and

WHEREAS, each Client further understands and agrees that Client's Attorney can accept or reject any Expert Witnesses provided by MRFI, as well as any research and/or opinions proffered by MRFI, but this does not affect the Client's obligations pursuant to the terms of this binding Contract; and

WHEREAS, each Client further understands and agrees that neither Client nor MRFI will disclose to any Expert Witnesses the terms or substance of this Contract, that no Expert Witness will be an Officer, Employee or Shareholder of MRFI, that all Expert Witnesses must be paid in full prior to giving sworn testimony both at Deposition and at Trial, and that no payment to any Expert Witness will be directly or indirectly contingent upon the outcome of Client's case; and no benefit will accrue to any Expert Witness as a result of a favorable disposition of Client's case; and

WHEREAS, each Client further fully understands that they have the option of retaining the services of MRFI and/or Expert Witnesses on a fee-for-service (cash) basis, instead of entering into this Contract. However, once this Contract is signed, it remains in effect until concluded pursuant to its terms.

IT IS NOW, THEREFORE, mutually agreed as follows:

1. All of the preceding recitals are hereby incorporated by reference as if they were fully restated.

2. Fee for MRFI Case Evaluation and Expert Reports.

A. Prior to the issuance of a Report by any Expert Witness, the Client is required to obtain a MRFI Case Evaluation Report prepared under the direction of the Medical Directors of MRFI, the fee for which is four hundred fifty dollars (\$450). (MRFI reserves the right, at its sole discretion, to supply the initial Medical Expert Report in lieu of a written MRFI Case Evaluation Report for the same fee.) In all other cases there will be a fee of six hundred (\$600) for each Expert Report by each Expert Witness and/or for supplemental Expert Reports requested by Client's Attorney. In cases where the medical records and/or other records or Documents to be reviewed exceed 100 pages (one side printing), in addition to the above-stated fees, there will be a fee of seventy-five cents (\$.75) per page in excess of 100 pages, x-rays, CT Scans, and etc., for the Case Evaluation Report and for each Expert Report requested.

B. MRFI and each Expert Witness require approximately six weeks to complete their review. In the event a Report is required prior to the scheduled completion date, or by a specific date or time, the Client agrees to pay an additional charge of three hundred fifty dollars (\$350) per Report.

C. The Curriculum Vitae of each proposed Expert Witness is available for review by Client's Attorney, at his request, prior to submission of medical records to Expert(s) for review and opinion.

D. No Expert Witness provided by MRFI shall be a Director, Officer, Employee or Shareholder of MRFI and shall not earn a substantial portion of their income from providing Expert Witness services through MRFI. Upon written request from Client's Attorney, MRFI will provide verification as to the amount of income earned annually by any proposed Expert Witness from payment by or through MRFI.

3. Conferences and Additional Work with the Medical Directors of MRFI.

Our Medical Directors are available to discuss in writing the medical issues, research relevant topics, review Depositions, help you to prepare interrogatories from a medical standpoint, and generally to serve as an unlimited medical resource with the Client's Attorney at two hundred fifty dollars (\$250) per hour with a one-hour minimum charge. The cost of additional work, including Addendum Reports to the initial Case Evaluation Reports, by our Medical Director Staff is two hundred fifty dollars (\$250) per hour with a one-hour minimum charge.

4. Contact with Expert Witnesses.

Any fees or expenses resulting from direct contacts or communications with any Expert Witness, including any fees or expenses in excess of the terms of this Contract, shall be borne entirely by the Client unless such contacts or communications are made or approved in advance by MRFI in writing.

5. Fees and Expenses of Expert Witnesses Payable by Client.

Client will be required under this Contract to pay the following fees and expenses:

A. **Conferences and Additional Work.** The fee for all telephone conferences and additional work for each Expert Witness is two hundred fifty dollars (\$250) per hour with a one-hour minimum charge. The fee for all in-person conferences with Expert Witnesses and/or physical examinations by Expert Witnesses is two hundred fifty dollars (\$250) per hour with a two-hour minimum charge.

B. **Depositions and Court Testimony.** Client or Client's Attorney with the assistance of MRFI shall negotiate with each Expert Witness we supply for their professional fee. This fee and all travel expenses must be prepaid. We make no representations as to their fees and appearance. This cost and risk is borne by you and your Client.

C. **All Fees Payable in Advance.** Client understands and agrees to pay all Expert Witness fees as above specified in advance. Client understands that such fees are payable to the Expert Witness but are to be forwarded to and received by MRFI at least fourteen days prior to the scheduled or estimated date of the Expert Witness' telephone or in-person conference. At the sole and absolute discretion of MRFI, which can be refused with or without cause, arrangements can be made through MRFI for Client's Attorney to pay the Expert Witness directly. Client understands that MRFI can make no guarantees regarding the availability of any Expert Witness and recommends that arrangements for the appearance of the Expert Witness be made as far in advance as possible to enhance availability. Independent Contractor Experts provided by MRFI are willing to review cases and, if in their opinion the case has merit, are willing to testify in support of their opinion given sufficient notice and within a reasonable time period (one-year) of their Report. To substitute another Expert requires paying all the fees again per this Contract as noted in Paragraphs 2, 4 and 5. A substitute Expert is not guaranteed.

6. Refunds.

All prepaid fees to MRFI for Expert Witness telephone conferences, in-person conferences, and physical examinations shall be refunded in full provided MRFI is given and receives fourteen (14) calendar days written notice of cancellation or postponement. In the event less than fourteen calendar days notice is given, the amount of refund, if any, shall be left to the discretion of MRFI in consultation with the Expert.

7. MRFI's Contingency Fee: 15%.

A. MRFI's Contingency fee shall be equal to fifteen percent (15%) of the Gross Recovery arising from any and all injuries and/or claims, both known and unknown, arising out of the injuries which are the subject of the case which has been or will be filed by Client. This includes Medical Malpractice, Product Liability and all Personal Injury and other claims. The Gross Recovery shall consist of the total of all amounts Awarded all Plaintiffs in the case and their Spouses, Children, Heirs and/or Assigns, by Jury and/or fact-finding body and the total of all amounts offered and accepted in Settlement by all Plaintiffs and their Spouses, Children, Heirs and/or Assigns. Attorney fees and expenses shall not be subtracted from the Gross Recovery and amounts Awarded. Any and all amounts paid by the Defendants and/or their Insurance Company, regardless of how designated, shall be included in the Gross Recovery. MRFI's Contingency fee shall include fifteen percent (15%) of any interest earned by Plaintiffs and their Spouses, Children, Heirs and/or Assigns on the Gross Recovery, prior to any disbursement. MRFI'S CONTINGENCY FEE SHALL BE CONSIDERED A LIEN AGAINST THE TOTAL RECOVERY. NO fees paid to MRFI and to Experts pursuant to this Contract shall be subtracted from our fifteen percent (15%) fee of the Gross Settlement or Award as

noted in this Contract.

B. In the event that, for any reason, MRFI's Contingency Percentage or fee in one or more particular Plaintiff's Award or Recovery is reduced by any Court (i.e., in the case of a Minor), it is understood and agreed that the remaining Plaintiff(s) will be *jointly and severally liable to MRFI* for its full Contingency Percentage of the total Gross Recovery to all Plaintiffs, including the Plaintiffs whose fee due MRFI has been reduced. Client(s) understand and agree that if additional person(s) not named herein become Plaintiffs in the case and such person(s) refuse to join in this Contract for any reason, Client(s) will be *jointly and severally liable to MRFI* 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 or whose fee has been reduced.

C. It is understood that MRFI 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 work performed or to be performed by MRFI or Expert Witnesses.

D. In the event of a structured or deferred Settlement, MRFI is to receive its full fifteen-percent (15%) of the total Recovery from the initial disbursement of funds, based upon present day value. At its sole discretion, MRFI may agree in writing to compromise as to only the timing and method of its payment.

E. Client hereby authorizes and directs their Attorney to provide MRFI with a copy of the Complaint (or other papers initiating the legal action) and all Amendments thereto, all Settlement Documents or Agreements, and all Final Judgments or Resolutions in the action; and further authorizes and directs their Attorney to disburse the proceeds of any and all Recovery to MRFI, pursuant to the terms of this Contract, at the time of the first disbursement. It is understood that MRFI functions as your Agent and your Attorney's Agent and is covered by and works under the Privilege of *confidentiality* which we are bound to honor. Accordingly we are bound by any Court Order of non-disclosure of the amount and terms of any Settlement. THEREFORE, ALL SUCH SETTLEMENT DOCUMENTS ARE TO BE SHARED WITH MRFI UNDER THIS BINDING CONTRACT WITHOUT ANY DELAY OR OBJECTION.

8. No Guarantees.

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

9. Agreed Upon Hourly Rate (If Applicable).

A. If MRFI is required by an order of a Court of competent jurisdiction to forego its right to the fifteen percent (15%) 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 fifteen percent (15%) Contingency fee provided for hereunder, the parties agree that MRFI shall be compensated at the rate provided for in paragraph 9B. below.

B. In the event the aforesaid Contingency fee is not applicable then all services provided by MRFI and its Expert Witnesses shall be billable at the rate of four hundred fifty dollars (\$450) per hour, including any services which were otherwise payable at a lower hourly rate or would have otherwise been "free" services under the terms of this Contract; provided, however, that in no event shall compensation paid to MRFI exceed the amount that would be due and payable under the fifteen percent (15%) Contingency provisions of this Contract.

10. Attorney's Failure to Disburse Funds in Accordance with this Contract.

Client understands and agrees that, should Client's present or future Attorney fail, for any reason, to disburse sums due MRFI under the terms of this Contract to MRFI, Client shall be fully and completely responsible for the amounts due MRFI, together with any costs incurred by MRFI in collecting any amounts due MRFI under this Contract, including Attorney fees, as well as interest at the rate of eighteen percent (18%) APR from date of the Client's original Award or Settlement, to date of final payment to MRFI. In addition, if MRFI does not receive any payment due to MRFI under this Agreement within 30 days of its due date then Client shall also owe, in addition to all other charges, a late fee of five (5%) of the total amount due for each and every month that such payment is not paid.

THE CLIENT FURTHER UNDERSTANDS AND AGREES TO INFORM ALL THEIR ATTORNEYS OF THIS CONTRACT AND TO INSTRUCT THEM TO DISTRIBUTE ALL FUNDS TO MRFI PURSUANT TO THIS CONTRACT.

11. Severability.

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.

12. Modification.

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

13. Words and Gender or Number.

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

14. Governing Law.

The parties agree that this Contract will be construed and interpreted in conformity with the laws of the State of Virginia, that the Contract is made in the State of Virginia, that jurisdiction and venue for any legal disputes shall be before the Circuit Court or other appropriate Court for Fairfax County, Virginia where the MRFI office is located in the State of Virginia, and that any and all Judgments rendered shall be enforceable and applicable in the City, County

and State of Client and/or Client's Attorney.

15. Entire Contract.

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. In entering into this Contract, no reliance has been placed upon any advertising, correspondence, publication, references or recommendation, either in writing, orally or by implication.

16. Waiver.

No waiver of any provisions of this Contract shall be valid unless in writing and signed by all the parties hereto. 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.

17. Consultation with Attorney.

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, the Client agrees to obtain an Attorney to represent Client, that the Attorney retained must be advised of this Contract, sign onto this Contract and agree to distribute funds in accordance with the terms of the Contract. If that Attorney does not also sign this Contract then I (Client(s)) shall remain responsible to MRFI to have all and any of the Gross Recovery distributed immediately to MRFI.

18. Minors/Conservatorships/Estates.

If a Client or potential Client is a Minor, Mentally Incapacitated Adult, or Estate, 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 sign this Contract for myself individually and as (specify legal authorization to sign):

Legal Capacity (Print)

(My Name) _____ on behalf of: (Client's Name)

Please be advised that prior Court approval for the use of the 15% Contingency Contract is required by MRFI, in cases involving a minor, incapacitated adult, or wrongful death/estate, unless in your state and in this case, the Court will NOT be involved in the distribution of funds, and would not have to approve our Contract prior to any distribution to MRFI. Advise MRFI immediately as to which pertains to this case IN WRITING.

IN WITNESS WHEREOF, the undersigned have signed this Contract:

1) **CLIENT:** _____ **DATE:** _____
(Printed Name) (Signature)

SOCIAL SECURITY NO.: _____

TELEPHONE:(_____) _____

ADDRESS: _____
(Street) (City) (State) (Zip)

NOTARIZE BELOW (REQUIRED):

* Sworn to and subscribed before me this _____ day of _____, 20_____

* Witness my hand and official seal: _____ **Notary Public**

My Commission expires: _____

IN WITNESS WHEREOF, the undersigned have signed this Contract:

2) CLIENT: _____ DATE: _____
(Printed Name) (Signature)

SOCIAL SECURITY NO: _____

TELEPHONE:(____) _____

ADDRESS: _____
(Street) (City) (State) (Zip)

NOTARIZE BELOW (REQUIRED):

* Sworn to and subscribed before me this _____ day of _____, 20 _____

* Witness my hand and official seal: _____ Notary Public

My Commission expires: _____

(Any additional Client(s) (Plaintiffs) are to sign a copy of this page, EACH have their signature(s) Notarized, & attach that page to this Contract.)

As Client(s) Attorney, I will answer the following questions legibly in the spaces below to protect MRFI's contingent interest.

1) Please provide the County, City, State and the name of the Court, where this case is filed or will be filed.

2) Please be advised that prior Court approval for the use of the 15% Contingency Contract is required by Medical Review Foundation, Inc (MRFI), in cases involving a minor, incapacitated adult, or wrongful death/estate, unless in your state and in this case, the Court will NOT be involved in the distribution of funds, and would not have to approve our contract prior to any distribution to MRFI. **Please advise us immediately as to which pertains to this case.**

3) Are there any other additional plaintiffs or potential plaintiffs in this case such as the plaintiff's spouse or children? If so, please have them sign the enclosed copy of the Contract. If there are no other plaintiffs or potential plaintiffs, please state such in writing below.

As the Client's Attorney: I have explained this Contract to the Client(s) and am satisfied that they understand, consent to and agree to be bound by the terms and provisions herein. I verify that the above-signed Client(s) constitute all the Plaintiffs or potential Plaintiffs in this action. If any disbursements from any Recovery need to be approved by the Court, I will obtain Court approval of this Contract at this time, without delay. I agree to promptly notify MRFI of any additional Plaintiffs that are added to this case, and Recovery in this case and to distribute the appropriate funds to MRFI at the time of the first disbursements, pursuant to this Contract between the Client(s) and MRFI. If I associate with another Attorney on this case or if another Attorney assumes responsibility for this case, I will immediately advise MRFI and I will advise the Attorney of this Contract and their obligations hereunder. If that Attorney(s) does not sign this Contract then I shall remain responsible to MRFI to distribute their funds until concluded pursuant to its terms. Further, I agree to utilize to the fullest the services of MRFI, to the benefit of my Client(s). This Contract shall remain confidential and neither the Contract nor the Contingency fee arrangement shall be disclosed to the Expert Witnesses, Defendants or their Attorneys. As Client(s) Attorney I will at all times protect MRFI's Contingent interest in this case. MRFI can rely, that the above named Client(s) are legally bound to the 15% Contingency Fee Contract that has been signed by my Client(s) and that it is not necessary for the Court to approve the 15% Contingency Fee Contract and MRFI will receive it's full 15% Contingent interest of the Total Recovery as defined in the signed and executed 15% Contingency Fee Contract of MRFI. If for any reason I am incorrect and it is necessary that the Court must approve our 15% Contingency Contract, I will protect MRFI's contingent interest and have it immediately approved. If I am unable to have the Court approve the 15% Contingency Contract for any reason, I, as Client(s) Attorney personally guarantee that the MRFI will receive it's entitled, full 15% Contingency payment of the gross amount awarded by Jury or Court or Settlement, per the terms of the executed and binding 15% Contingency Contract my Client(s) have chose to enter into.

ATTORNEY:

_____ (Printed Name) _____ (Signature)

DATE: _____ TELEPHONE:(_____) _____

ADDRESS: _____

*County, City & State, Name Of Court (circle one: where case has been, will or may be filed) _____

NOTARIZE BELOW (REQUIRED):

* Sworn to and subscribed before me this _____ day of _____, 20_____

* Witness my hand and official seal: _____ **Notary Public**

My Commission expires: _____

ACCEPTED BY: _____ (Agent for MRFI) DATE: _____