



PARAMEDIC LEGAL DEFENSE®

Subscription Legal Service Plan Agreement Revised October 6, 2007

1. Application of Terms. The terms and conditions set out below (the "Agreement"), govern the relationship between you (the "Subscriber") and Rose Law Firm, P.C. doing business as Paramedic Legal Defense ("Paramedic Legal Defense") with respect to the services described herein. In this Agreement the terms "you," "your," and "client," refer to each Subscriber. In this Agreement the terms "we", "us" and "our" refer to Rose Law Firm, P.C. doing business as Paramedic Legal Defense. This Agreement explains our obligations to you, and your obligations to us in relation to the legal services (as described hereinbelow) you purchase. Any acceptance of your request for our services and the performance of our services will occur at our offices in Folsom, California, the location of our principal place of business. We reserve the right to refuse your application in our sole discretion and for any reason.

2. Limited Scope of Representation. Following our acceptance of this Agreement and until its termination, we will provide the following legal services to you:

(a) Advice and Consultation Regarding EMT-Paramedic License Adverse Actions. Advise and consult with you regarding any actual or threatened adverse action against your California EMT-Paramedic license. In the context of this paragraph (2)(a), advice and consultation shall include, telephone conferences, document review, and written correspondence with you, your employer, your union or employee organization, the local emergency medical services authority, and the State of California Emergency Medical Services Authority, as we deem necessary or appropriate in the exercise of our professional judgment; but does not include all other activities not listed above such as, by way of illustration and not limitation, physically attending meetings, interviews, or disciplinary appeals with your employer, local medical directors, and/or the local emergency medical services agency.

(b) Representation During California Emergency Medical Services Authority Investigation. Represent you during any administrative investigation initiated and conducted by the State of California Emergency Medical Services Authority relating to your California EMT-Paramedic license.

(c) Representation During California Emergency Medical Services Authority Proceedings. Advocate for you during any administrative proceeding, settlement conference, and/or evidentiary hearing initiated and conducted by the California Emergency Medical Services Authority in defense of your licensure as a California EMT-Paramedic.

(d) Representation During Writs of Mandate. When we determine in the exercise of our professional judgment it is necessary or appropriate, advocate for you in judicial proceedings in the Superior Court of California seeking either to enforce a favorable administrative decision or to overturn an unfavorable administrative decision by the California Emergency Medical Services Authority concerning your licensure as a California EMT-Paramedic (e.g. writ of mandate proceedings under Code of Civil Procedure §§ 1085 and 1094.5 in California Superior Court);

(e) Advice and Consultation Regarding Civil Claims. Advise and consult with you regarding any civil claim, lawsuit, or other action where you are named as a defendant or respondent and the subject matter of the civil claim, lawsuit, or other action results directly from the course and scope of your duties as a California EMT-Paramedic (not merely occurring while on duty). In the context of this paragraph (2)(e), advice and consultation shall include telephone conferences, document review, and written correspondence seeking defense and/or indemnification from your employer, insurer, and/or surety, as we deem necessary or appropriate in the exercise of our professional judgment; but does not include all other activities not listed above such as, by way of illustration and not limitation, legal representation as an attorney of record and/or defense in the civil claim, lawsuit or other action.

(f) Advice and Consultation Regarding Criminal Complaints. Advise and consult with you regarding any criminal complaint where you are named as a defendant or respondent and the subject matter of the criminal complaint results directly from the course and scope of your duties as a California EMT-Paramedic (not merely occurring while on duty). In the context of this paragraph (2)(f), advice and consultation shall include telephone conferences, document review, and written correspondence seeking to assist you in finding appropriate defense counsel, as we deem necessary or appropriate in the exercise of our professional judgment; but does not include all other activities not listed above such as, by way of illustration and not limitation, defending you as attorney of record in the criminal matter.

3. Exclusions for Scope of Representation. Our representation of you does not include anything other than as described in paragraph 2 hereinabove, subparts (a) through (f), inclusive. For example, we do not agree to represent you under this Agreement in claims for workers' compensation benefits, claims for unemployment benefits, civil

lawsuits against others, claims for property damage, denial of initial applications for licensure, denial of employment, appeals of employer-imposed adverse actions/discipline, or any other legal matter not narrowly related to defense of your status as an EMT-Paramedic licensee with the California Emergency Medical Services Authority. We shall have no obligation to provide any services to you under this Agreement for any matters arising before our acceptance of this Agreement and/or after its termination.

4. This is Not Insurance. We are not providing you with insurance of any kind. We do not assume any obligation to reimburse you for or indemnify you against all or any portion of your fees, costs, and/or expenses related to or arising out of services performed by any other attorney or law firm. We do not agree to pay, advance, reimburse, or indemnify you for any award of damages, costs, fees, fines, monetary penalties, or financial obligations of yours of any kind whatsoever. This Agreement is intended to be a retainer contract between attorney and client and a subscription-based prepaid legal plan for services in matters narrowly relating to your employment or occupation as a licensed California EMT-Paramedic. (See California Insurance Code §§ 119.6 (a) and 119.6 (d).)

5. Fees for Legal Services. In exchange for the legal services we agree to provide under this Agreement, you agree to pay us a monthly retainer fee of \$14.95, which is due in our office no later than the fifth (5th) calendar day of every month and covers our representation of you during that month provided all previous monthly payments have been timely made. You agree to keep your credit card billing information current (if credit card billing is used) and you agree a denial of our charge to your credit card for any reason constitutes a material breach of this Agreement. We will use reasonable efforts to notify you promptly if your credit card is denied, but our failure to notify you shall not relieve you of your obligation hereunder.

6. Subscriber's Duties. You agree to be truthful with us during your initial application for our services and throughout the course of our professional relationship with you. You agree to cooperate, to keep us informed of any information or developments which may come to your attention, to abide by this Agreement, to pay us on time according to paragraph (5) herein, to keep us advised of your address, telephone number, billing information (such as credit card information if credit card billing is used) employment status, and whereabouts. You agree to assist us in providing necessary information and documents and to appear when necessary at required meetings, investigatory interviews, and legal proceedings.

7. Costs and Expenses. We will likely incur various costs and expenses in performing legal services under this Agreement. We agree to absorb the following listed costs and expenses we incur in connection with providing legal services to you: (1) postage; (2) delivery fees; (3) in-office photocopying; (4) outbound local and long-distance telephone calls; and (5) travel costs within California (parking, mileage, transportation, meals, lodging). You agree to reimburse us within ten (10) calendar days of our request for all other costs we incur in connection with providing legal services to you such as, by way of illustration and not limitation, expert witness and consultants fees,

court filing fees, process server fees, notary fees, deposition transcripts, court reporters, reproduction of medical records, payment of costs of reproduction of records by others, mediator fees, arbitrator fees, special master fees, etc.

8. Termination of Agreement. This Agreement shall terminate and we shall have no further obligation to provide services to you under this Agreement upon the occurrence of any of the following circumstances:

(a) Non-Payment of Fees, Costs and Expenses. Failure by you to make timely payment of fees for legal services or reimbursement for costs, and expenses and described in this Agreement shall constitute a material breach of this Agreement and result in its automatic termination. Timely payment means payment must be received by us on or before the due date but in no event later than ten (10) calendar days after the due date.

(b) Cancellation by You. You may discontinue our services at any time for any reason effective upon your written notice to us. Notwithstanding your discharge of us and regardless of the reasons therefore, you remain obligated to pay us for all fees for legal services earned and costs/expenses incurred through the date we are first notified we have been discharged by you.

(c) Cancellation by Us. We may cancel this Agreement and withdraw our legal services at any time subject to giving you reasonable notice thereof and subject to the applicable Rules of Professional Conduct governing attorneys that may apply in your particular circumstance. In cases where we must withdraw from representing you because of a conflict of interest with another client(s) or subscriber(s) of ours while an adverse action against your California EMT-Paramedic license has actually been taken (or is imminently threatened to be taken), we agree to refund all of the unearned legal fees you have paid to us, if any, which in no case shall exceed three (3) times the prevailing monthly legal fee amount.

9. No Guarantees. Although we may periodically express our estimates, predictions, or opinions of and about the outcome of your legal matter or the costs and expenses that will likely be incurred, you agree you will not construe anything in our statements to you as a promise or guarantee.

10. Effect of Headings. Use of paragraph headings in this Agreement are intended for the convenience of you and us and shall not be construed as broadening the scope of our representation of you or limiting your obligations to us.

11. Severability in Event of Partial Invalidity. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. Modification by Subsequent Agreement.

This Agreement may be modified by a subsequent agreement entered into between you and us.

13. Binding Arbitration of Disputes.

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By selecting the check box below the parties signify he/she has read the foregoing Agreement, understands the meaning of all its terms and conditions, has had an opportunity to review this Agreement with an independent attorney of his/her choosing, and agrees to be bound by this Agreement.

Notice: This Agreement contains a clause requiring the binding arbitration of disputes and a waiver of your right to trial by jury. We strongly encourage you to have your personal attorney review this Agreement and especially the binding arbitration clause and jury trial waiver before signing it.