



KNECHT MEDICAL ARBITRATION AGREEMENT™

- *Doctor Arbitrated*
- *Court Upheld*
- *No Jury Trial*
- *First & Only of Its Kind*

www.maa-md.com

Phone: (561) 337-5789

Toll-free: (877) 214-8580

The **KNECHT MEDICAL ARBITRATION AGREEMENT™ (KMAA™)** is the first of its kind. Created in 2004 by contract expert, trial attorney Michael C. Knecht, the KMAA™ is the first and only, court upheld, medical arbitration agreement to allow other doctors/physicians to serve as arbitrators.

“No one could explain to me why doctors couldn’t serve as arbitrators,” explains KMAA™ creator and trial attorney Michael C. Knecht. As far back as 2003, Knecht began researching the issue by reading through hundreds of Florida appellate and Supreme Court decisions on arbitration. “I found there was no law stating that attorneys and administrative law judges were the only ones that could serve as arbitrators. It was just an accepted norm.”

ATTORNEY’S GROUNDBREAKING RESEARCH

As he discovered in his research, there was nothing preventing doctors from serving as arbitrators for their peers. “The medical community and patients deserved an arbitration agreement that was fair and reasonable to both sides. The KMAA™ eliminates the stress, time, and money spent on a long, drawn out jury trial.” In 2004 Knecht created the KNECHT MEDICAL ARBITRATION AGREEMENT™ and its groundbreaking concepts, and now the Florida trial and appellate courts have upheld his KMAA™ for the patients and physicians that have embraced it.



With the **KNECHT MEDICAL ARBITRATION AGREEMENT™**, three “Qualified” physicians in your field of expertise serve as arbitrators in all patient claims. No jury trial.

FLORIDA’S FOURTH DISTRICT COURT OF APPEAL UPHOLDS THE KNECHT MEDICAL ARBITRATION AGREEMENT™!



In December 2010, Florida’s 4th District Court of Appeal upheld the lower court’s ruling on the **KNECHT MEDICAL ARBITRATION AGREEMENT™**.

In one of the most anticipated medical cases in Florida, and one that will dramatically change the way medical malpractice cases are resolved, the court overruled the plaintiff objections regarding the KMAA™ and the appellate court affirmed the trial court’s ruling. The KMAA™ is fair and reasonable to both patient and physician.

KMAA™ FAIR AND REASONABLE

Following a full evidentiary hearing, the trial court overruled the patient’s objections and agreed that the three qualified physicians in the treating physician’s area of expertise should decide the medical malpractice issues, not a jury.

In upholding the KMAA™, the trial court found that the KMAA™ was fair and reasonable under Florida law since it did “not consider the [Knecht] Medical Arbitration Agreement to be procedurally or substantively unconscionable.”

The patient appealed, however, Florida’s 4th District Court of Appeal agreed with the trial court by upholding the KMAA™ and affirming the lower court’s ruling.

BENEFITS



- ◆ Upheld by Florida's Trial and Appellate courts.
- ◆ Eliminates trial by jury.
- ◆ Liability is decided by three "qualified" physicians in your field of expertise.
- ◆ Eliminates jury deciding medical issues and damages.
- ◆ All claims are resolved by court upheld, binding arbitration.
- ◆ If there is no liability, damages are never addressed.
- ◆ Punitive damages are waived.
- ◆ Eliminates multi-million dollar jury verdicts for pain and suffering.
- ◆ Includes all claims by patient's family, e.g. spouse, children.
- ◆ Eliminates "professional" liability experts who live off medical malpractice.
- ◆ KMAA™ process only 3 - 6 months versus 2 - 3 years in court.
- ◆ Significantly reduces costs and legal fees.
- ◆ Pain and suffering capped at \$250,000.
- ◆ Avoid Florida's "Three Strike" rule.
- ◆ Includes all vicarious liability claims.
- ◆ 99% of patients sign it.
- ◆ State law clearly favors arbitration.

FAQ's

Isn't every arbitration agreement the same?

No. The KNECHT MEDICAL ARBITRATION AGREEMENT™ (KMAA™) is the ONLY arbitration agreement that allows three "qualified" physicians to serve as arbitrators. It is the ONLY medical arbitration agreement of its kind upheld by Florida's Trial & Appellate Courts.

How can a physician decide a medical arbitration for another physician?

For the same reason a lawyer can serve as an arbitrator and decide legal malpractice against another lawyer. Lawyers have been judging their own over attorney's fees and legal malpractice claims since the beginning of *juris prudencia*.

What if the patient decides to sue me in court?

Florida's Trial and Appellate Courts have upheld the KNECHT MEDICAL ARBITRATION AGREEMENT™ and compelled arbitration. As long as the KMAA is in place, both the patient and physician are bound by it.

How are the three "qualified" physicians that will serve as arbitrators chosen?

The patient chooses a "qualified" physician/arbitrator, the doctor chooses a "qualified" physician/arbitrator, and those two arbitrators will choose a third. This process provides a fair and balanced forum for arbitration, to the benefit of both parties.



WHAT YOUR PEERS ARE SAYING...



“You cannot practice medicine without it. Malpractice insurance is not only expensive, but often unavailable. With the KMAA™, resolution of patient grievances has been expedited and the costs dramatically reduced, compared with a trial. For the first time, decisions will be made by qualified experts in an objective fashion, based on the medical facts. The KMAA™ retains the equitable principles and elevates the high standards of arbitration to the benefit of both parties.”

G. Clay Baynham, M.D. is one of the leading spine surgeons in Florida and past president of the Palm Beach County Medical Society.

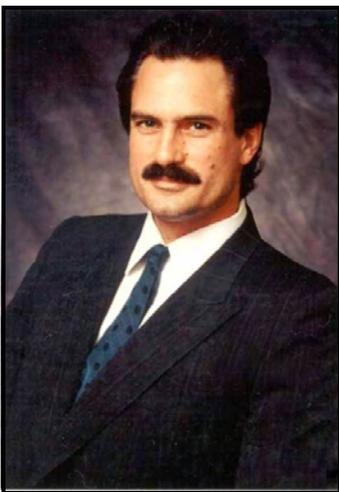
“The KNECHT MEDICAL ARBITRATION AGREEMENT™ is a home run! It is the most effective risk management tool I have ever encountered. The KMAA™ is the tool I feel most comfortable with, and the one I rely on everyday in my practice.”

John Schilero, DPM is a highly recognized, board certified, foot and ankle surgeon. He has delivered lectures on the latest foot surgical techniques to some of the largest foot and ankle scientific conferences in the U.S.



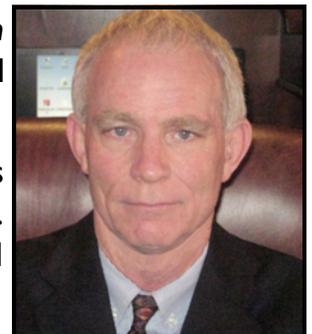
“We finally have something that works. Medical issues are finally being decided by three qualified doctors instead of a jury. My patients have embraced it.”

Frank Cook, M.D. is a nationally recognized Sports Medicine Orthopedic Surgeon. Dr. Cook serves as Orthopedic Consultant for some of sport's top professional organizations including the Florida Marlins and the St. Louis Cardinals. He is currently Chief of Surgery at Jupiter Medical Center.



Michael C. Knecht, Esq. is creator of the *Knecht Medical Arbitration Agreement™* and its groundbreaking concepts. He is a leading expert in the field of medical arbitration with over twenty-five years of litigation experience.

He developed the KMAA™ in 2004 after years of legal research, and Florida's Trial and Appellate Courts have agreed and affirmed his idea and agreement. He continues to receive well deserved praise from his friends in the medical community for his tireless efforts on behalf of their profession.





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SUBSCRIBE TODAY! YOU & YOUR PATIENTS DESERVES IT.

The **KNECHT MEDICAL ARBITRATION AGREEMENT™** is proprietary, subject to federal intellectual property protection and requires a license agreement and monthly subscription.

*“You cannot afford
to practice medicine
without it.”*



*A Simple Solution
to a Complex Problem.™*

STANDARD LICENSE

Single Physician Rate\$3,000
Annual Renewal\$350

GROUP RATES

3 - 5 Physicians.....\$2,500 each
6 - 10 Physicians.....\$2,000 each
11+ Physicians\$1,750 each

MONTHLY SUBSCRIPTION

Monthly Fee.....\$100

Your monthly subscription provides legal counsel on retainer to answer all your KMAA™ related matters identified under the Physician’s License Agreement.

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