

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
July Term 2006

MARK K. KOENIG, ESQ.,
Appellant,

v.

CHARLES S. THEOFILOS, M.D., P.A.,
Appellee.

No. 4D05-1588

[August 2, 2006]

KLEIN, J.

Appellant Koenig, a lawyer, represented a client in a personal injury case, and signed a letter agreeing to pay the medical bills rendered by Dr. Theofilos out of the proceeds of any recovery. When Koenig obtained a recovery for the client, he took his fees and paid the balance to the client without paying Dr. Theofilos. Koenig argues that the trial court should not have granted Dr. Theofilos's motion for summary judgment in this suit against Koenig because Dr. Theofilos ultimately was unable to connect the client's brain injury which he diagnosed to the accident.

The letter of protection signed by the client and Koenig provides in part:

I hereby authorize and direct my attorney to pay directly to Charles S. Theofilos, MD, PA, all sums due and owing for all services rendered by Charles S. Theofilos, MD, PA, or any balance thereof, including but not limited to the medical services rendered, reports made or duplicated, depositions given, or time spent as an expert witness in this case.

Koenig's argument that payment of the medical bills was contingent on connecting the client's brain injury to the accident is contrary to the clear terms of the letter. The other arguments he raises are also without merit. We accordingly affirm.

SHAHOOD and TAYLOR, JJ., concur.

* * *

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; Karen Miller, Judge; L.T. Case No. 502003CA5564XXCDAA.

Mark K. Koenig of the Law Office of Mark Koenig, West Palm Beach, pro se.

Scott B. Newman and Jason D. Lazarus of Holland & Knight LLP, West Palm Beach, for appellee.

Not final until disposition of timely filed motion for rehearing.