

FORENSIC PSYCHIATRIC ASSOCIATES
MEDICAL CORPORATION

EXPERT RETENTION AGREEMENT

This Agreement, effective as of the latest date signed below, is between **FORENSIC PSYCHIATRIC ASSOCIATES MEDICAL CORPORATION** and its psychiatrists, psychologists and legal professionals (hereinafter referred to as “fpamed,” “fpamed Expert” or “Expert”) and the undersigned attorney, law firm, governmental agency or private corporation (hereinafter referred to as “Client”), which is not the Examinee in the underlying legal matter, evaluation, or claim.

Client retains fpamed Expert(s) for assistance in the legal matter, evaluation, or claim as described in **Addendum A**, attached hereto, to provide expert forensic psychiatric and psychological consultative services. Fpamed’s psychiatrists, psychologists and legal professionals are listed in **Addendum B**, attached hereto. Dr. Mark Levy serves as the President/Medical Director of fpamed; all others are independent contractors to fpamed, and they provide expert consultative services to the clients of fpamed.

1. **RETENTION.** Expert(s) will commence work for Client upon fpamed being fully retained. Full retention is accomplished upon fpamed’s receipt of (a) an initial retainer fee and (b) a fully executed Expert Retention Agreement signed by Client and fpamed.

1.1. The initial retainer funds shall be in an amount according to the Rate Sheet, attached hereto as **Addendum D**. When retaining both a psychiatrist and psychologist, initial retainer funds must be received for both Experts.

1.2. Until fully retained, fpamed has no duties to Client. Further, any fpamed Expert(s) shall not be disclosed as an expert in any in any litigation matter until fpamed is fully retained.

1.3. Fpamed and Client agree that retention of any fpamed Expert and his or her services is not construed as the practice of medicine, and therefore, no treatment will be provided and no doctor-patient relationship is created between any Examinee and an fpamed Expert.

2. **EXPERT SERVICES.** Expert services include but are not limited to:

2.1. Document Review. Expert shall promptly review all files, documents, pleadings, medical records, raw data, depositions, and other materials submitted for review, whether written or audio/video recordings.

2.2. Independent Medical Exam (“IME”) or Fitness-for-Duty Exam (“FFDE”). At the request of Client, Expert shall conduct an Independent Medical Exam or Fitness-for-Duty Exam at a mutually agreeable location. Forensic Psychiatric Experts shall audio and/or video record all interviews of the Examinee.

2.2.1. Psychological Testing. As part of every IME or FFDE, it is the policy of fpamed to have all Examinees assessed by a forensic psychologist or neuropsychologist utilizing psychological test instruments accepted by the courts and compliant with the law. Fpamed will utilize only a

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qualified clinical psychologist or neuropsychologist to administer and interpret psychological tests as a supplement to his or her IME or FFDE, and the psychologists retained will be forensic psychologists who work for fpmad and whose work is well known to the examining psychiatrist. In the unlikely event that no forensic psychologist or neuropsychologist is available, outside forensic psychological consultation will be sought. Fees for forensic psychological consultative services will be itemized and included within the detailed monthly invoices prepared by fpmad for Client.

- 2.3. Expert Opinions & Conclusions. Expert shall render opinions based upon all evidence presented to Expert for review, Expert's training and experience, as well as current medical science. Therefore, Client understands that it is possible that the opinions and conclusions offered may not be supportive of one or more claims or theories espoused by Client.
- 2.4. Report Preparation. Expert shall render opinions and conclusions via report, either verbally or written, depending on the needs and requests of the Client.
- 2.5. Licensing Arrangements for Services Outside California. If Client requests evaluations or testimony outside of California, Expert(s) shall obtain permission from the local state medical licensing authorities and/or psychology licensing board. At times, Client will need to facilitate these arrangements with Expert. In a timely fashion, expert shall communicate licensing needs, if any, for assistance to Client to ensure that any IME or FFDE goes smoothly.
- 2.6. Schedule Availability. Expert shall be reasonably available for phone conferences with Client, as well as to meet and prepare prior to any anticipated or scheduled deposition or trial testimony. Expert further agrees to schedule and be present for depositions and courtroom testimony, as well as any scheduled IME or FFDE.
3. **CLIENT DUTIES.** Client duties include but are not limited to:
 - 3.1. Consent and Authorization – FFDE. If an FFDE is requested, Client shall obtain for Expert a properly signed and executed Consent & Authorization to Release Personnel and Medical Information for Fitness-for-Duty Examination & Assessment (attached hereto as **Addendum C1**), which gives Expert written permission by Examinee to receive records from Client and treating physicians, as well as gives voluntary consent to the FFDE.
 - 3.2. Consent for Audio and/or Video Recording. If any examination is requested, Client shall obtain a properly signed and executed Consent for Audio and/or Video Recording of Exam (attached hereto as **Addendum C2**), which allows the psychiatric interview and exam to be audio and/or video recorded. This does not apply to any psychological or neuropsychological testing, which may not be video recorded and may only be audio recorded under court order or with a stipulated protective order in place.
 - 3.3. Transmission of Materials for Review. Client shall make available for review and transmit all relevant materials, as well as any materials requested by Expert, including but not limited to: (a) Complaint, Amended Complaint, Indictment, Employment or Disciplinary Record and/or Administrative Claim; (b) prior and current medical, psychiatric, psychological treatment, and counseling records; (c) deposition transcripts of relevant parties (in e-transcript or .txt format, as well as any video, if recorded), (d) other medical, psychiatric or psychological expert reports; (e) employment records; (f) educational records; (g) military records; (h) police files and records,

whether local, state, or federal; (i) photographs and drawings; (j) Examinee's journals and writings; (k) photographs, videos, or audio recordings; and (l) materials from other relevant litigation.

- 3.3.1. Raw Data. Client shall arrange for any "raw data" of psychological testing from any and all treating mental health professionals and/or opposing experts to be transmitted to the Expert psychologist or neuropsychologist assigned to the matter. Such data is usually exchanged directly between the treating and/or opposing expert psychologists and fpmad's forensic psychologist.
- 3.4. Notice of Motions. Client shall promptly notify Expert of any *Daubert* motions, motions in limine, or other pretrial motions made by anyone to restrict, exclude or in any way limit Expert's testimony or participation in any litigation, claim or evaluation matter, for which Expert is retained.
- 3.5. Notice of Deadlines and Dates. Client shall promptly notify Expert(s) of any deadlines and dates, including but not limited to report deadlines, IME or FFDE dates, deposition dates, trial dates, and other relevant deadlines and dates. If and when such deadlines and dates are modified, it is the Client's responsibility to promptly notify Expert(s).
- 3.6. Licensing Arrangements for Services Outside California. If Client requests evaluations or testimony outside of California, Client shall assist Expert(s) in obtaining permission from the local state medical licensing authorities and/or psychology licensing board. Client agrees to promptly assist if requested by Expert(s) to ensure that any IME or FFDE goes smoothly.
- 3.7. Schedule Availability. Client shall be reasonably available for phone conferences with Expert, as well as to meet and prepare prior to any anticipated or scheduled deposition or trial testimony.
- 3.8. Notice of Settlement or Request to Stop Work. Client shall immediately notify Expert of any matter settlement or requests to stop work due to cost, mediation, or other reason. Notification may be in writing via email or verbally via phone call. Client understands that Client is still liable for payment of all work and services performed up to the date and time of notification.
4. **FEES AND PAYMENT OF SERVICES**. Client agrees to pay fpmad for hourly services, as well as expenses, at the rates as outlined in **Addendum D**, attached hereto. The rates for fees and expenses may be increased twelve (12) months after retention.
- 4.1. Invoicing and Payments. Fpmad will invoice Client monthly, or as reasonably necessary, for services rendered, as well as expenses. Upon Client request, fpmad will provide more frequent invoicing. Should retainer fees be exhausted, payment on invoices is due within forty-eight (48) hours of invoice receipt, irrespective of case outcome. The Client, not the party the Client represents (i.e. Plaintiff/Petitioner, Defendant/Respondent, or insurance company), is responsible for timely remittance of payment on invoices.
- 4.1.1. Past Due Invoices. Past due invoices will accrue interest at 1.5% per month, prorated and compounding. Any failure to pay a balance owed will be considered a breach of this contract and may terminate this Agreement.
- 4.1.1.1. Collections and Attorney Fees & Costs. Any unpaid invoices more than thirty (30) days past due may be referred to collections. Fpmad reserves the right to charge Client any necessary attorney fees and costs to collect any unpaid invoices.

- 4.1.2. Payment by Check. Payments may be made by check, sent to: Forensic Psychiatric Associates Medical Corporation, c/o Union Bank, 800 Redwood Highway Frontage Road, Suite 329, Mill Valley, CA 94941.
- 4.1.3. Payment by Credit Card. As a convenience, payments may be made by credit card by contacting the bookkeeper listed in section 4.1.4. Client shall provide the name as it appears on the card, card number, expiration date, and security number on the back, as well as complete billing address of the card holder with zip code. A convenience fee of 2% of the paid balance will be added to the total to offset bank charges for payment by credit card.
- 4.1.4. Bookkeeper. Fpamed utilizes a bookkeeper, Stephanie Stockwell. She can be reached via telephone at (707) 981-7861 or via email at sstockwell@fpamed.com should Client have questions regarding invoicing or payments.
- 4.2. Initial Non-Refundable Retainer Fee. Prior to any consultative work, Client agrees to remit a non-refundable retainer fee for each expert retained pursuant to **Addendum D**, attached hereto. This retainer is equivalent to ten (10) hours of professional services at the Expert(s) respective rate(s). This initial non-refundable retainer must be received by fpamed in order to be fully retained and begin services.
- 4.3. Retainer Replenishment. Once the retainer funds are exhausted and there is an outstanding invoice balance, Client agrees to bring the balance current and replenish the retainer if further services are needed. Any request for retainer replenishment will be made in writing to the Client from fpamed, and it will include an estimate of additional time and costs for services. Client recognizes that such estimate is only an approximation and should not be relied upon as a firm bid or stipulated cost limitation.
- 4.3.1. Client acknowledges that once retainer funds are exhausted, fpamed Expert(s) may immediately cease all work and services on the matter for which they have been retained, and in such case, will not resume services until the balance is current and the retainer has been replenished.
- 4.4. Cessation of Services by Notice of Client. Should Client wish to cease services being rendered by Expert(s), it is the Client's responsibility to immediately notify fpamed verbally or in writing. Client will be promptly invoiced for services and expenses incurred through the notification date and time, and any unused refundable retainer funds returned via check mailed to Client.
5. **CONFLICT OF INTEREST.** Fpamed will ensure that there is no conflict of interest with any services contracted between fpamed and Client. Fpamed agrees to not accept any other consultative work from other parties, which would create a conflict of interest with the services being provided under the terms of this Agreement. Should a conflict of interest arise, fpamed is obligated to notify Client immediately. Such notification should be verbal with a written notification to follow.
6. **CONFIDENTIALITY.** Expert(s) agree(s) to keep all case and Examinee information confidential.
7. **TERMINATION.** This Agreement may be terminated for any reason by either party with written notice to the other party, which may be delivered via e-mail, regular mail or in person. The termination is effective upon delivery of written notice. In the event of termination by either party, a final invoice shall be due to Client within forty-eight (48) hours of delivery of written notice, and payment of final invoice

shall be due upon receipt. Should there be unused refundable retainer funds, that amount shall be refunded via check mailed to Client.

8. **BREACH OF CONTRACT/DISPUTES.** In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, the prevailing party is entitled to receive reasonable attorney's fees and costs, including collections costs, if the matter is settled by mediation, legal settlement, litigation, or otherwise.
9. **GOVERNING LAW.** The laws of the State of California, County of Marin, shall govern the provisions of this Agreement.
10. **SEVERABILITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect. The headings to the sections of this Agreement are for reference only and shall not affect its construction or interpretation.
11. **AMENDMENTS.** This Agreement shall be amended only by written agreement signed by both parties.
12. **ENTIRE AGREEMENT.** This Agreement contains all representations by each party and expresses the entire understanding between the parties with respect to the matters contained herein. The parties agree that there are no terms of conditions other than those set forth herein. No statement or promise of a party shall be binding unless reduced to writing and signed by both parties. Signature below indicates full agreement with the terms and conditions of this Agreement.

DATED:_____

DATED:_____

**FORENSIC PSYCHIATRIC ASSOCIATES
MEDICAL CORPORATION**

CLIENT

Mark Levy, MD, DLFAPA
President/Medical Director
Forensic Psychiatric Associates Medical Corp.
655 Redwood Highway, Suite 271
Mill Valley, CA 94941
(415) 388-8040

(signature)

(printed name)

(firm/company)

(address)

(city, state, zip)

(phone)

FORENSIC PSYCHIATRIC ASSOCIATES
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ADDENDUM A – DESCRIPTION OF MATTER

Client retains the following fpamed Expert(s) for assistance in the legal matter, evaluation, or claim as described below:

1. Expert(s) Retained (check all that apply):

- ☐ Forensic Psychiatrist Mark Levy, MD, DLFAPA
- ☐ Forensic Child and Adolescent Psychiatrist Anlee Kuo, JD, MD
- ☐ Forensic Psychiatrist David Kan, MD, DFASAM
- ☐ Forensic Psychiatrist Charles Saldanha, MD
- ☐ Forensic Neuropsychologist Ronald H. Roberts, PhD
- ☐ Forensic Pediatric Neuropsychologist Sarah Hall, PhD
- ☐ Forensic Psychiatrist James Armontrout, MD

2. Jurisdiction/venue of matter, evaluation, or claim: _____

3. Description of legal matter (including case caption), evaluation, or claim: _____

4. Client represents the following individual(s) or entity(ies): _____

5. Independent Medical Exam (IME) and testing requested: ☐ Yes ☐ No ☐ N/A

a) Has the Examinee and/or counsel agreed to IME as of yet? ☐ Yes ☐ No ☐ N/A

6. Lead attorney or individual handling matter (name/email/phone): _____

7. Other individuals who are contact points on this matter: (name/email/phone): _____

FORENSIC PSYCHIATRIC ASSOCIATES
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ADDENDUM B – FPAMED TEAM OF PROFESSIONALS

- ❖ **Forensic Psychiatrist Mark Levy, MD, DLFAPA:** Diplomate of the American Board of Psychiatry and Neurology - Psychiatry & Forensic Psychiatry; Founder/President/Medical Director of fpamed; Distinguished Life Fellow of the American Psychiatric Association. Dr. Levy has practiced forensic psychiatry for more than four decades covering a broad range of forensic psychiatric issues in civil litigation including Mass Torts, PTSD, Sexual Abuse, Employment Litigation, & Probate Litigation. Email: mlevy@fpamed.com, Tel: (415) 388-8040.

- ❖ **Forensic Child and Adolescent Psychiatrist Anlee Kuo, JD, MD:** Diplomate of the American Board of Psychiatry and Neurology - Adult, Child, and Adolescent Forensic Psychiatry. Dr. Kuo has extensive training and expertise in the treatment and forensic assessment of children and adolescents. Email: akuo@fpamed.com, Tel: (415) 516-3621.

- ❖ **Forensic Psychiatrist David Kan, MD, DFASAM:** Diplomate of the American Board of Psychiatry and Neurology - Psychiatry & Forensic Psychiatry. Dr. Kan has specific training and experience in the assessment and treatment of substance abuse, addiction, and sexual offenders. Email: dkan@fpamed.com, Tel: (415) 812-1092.

- ❖ **Forensic Psychiatrist Charles Saldanha, MD:** Diplomate of the American Board of Psychiatry and Neurology - Psychiatry & Forensic Psychiatry. Dr. Saldanha has additional expertise in acute inpatient psychiatry and psychiatric hospital administration. Email: csaldanha@fpamed.com, Tel: (415) 871-8694.

- ❖ **Forensic Neuropsychologist Ronald H. Roberts, PhD.** Diplomate of the American Board of Professional Psychology – Forensic Psychology; Diplomate and Fellow of the American Board of Medical Psychotherapy; Diplomate of the American Board of Disability Consultants; Diplomate of the American Board of Vocational Neuropsychology; Diplomate of the American Academy of Pain Management. Dr. Roberts has been in forensic psychological practice for more than 30 years and has broad experience in assessing plaintiffs and criminal defendants in various psychological and neurocognitive issues. Email: rroberts@fpamed.com, Tel: (415) 776-2000.

- ❖ **Forensic Pediatric Neuropsychologist Sarah Hall, PhD.** American Board of Professional Psychology. Dr. Hall has training and experience in adult and pediatric psychological and neurocognitive issues. Email: shall@fpamed.com, Tel: (415) 927-1310.

- ❖ **Forensic Psychiatrist James Armontrout, MD.** American Board of Psychiatry and Neurology – Psychiatry & Forensic Psychiatry. Dr. Armontrout has specific training and experience in the assessment and treatment of PTSD. Email: armontrout@gmail.com, Tel: (650) 772-8439.

FORENSIC PSYCHIATRIC ASSOCIATES
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ADDENDUM C1

**CONSENT & AUTHORIZATION TO RELEASE PERSONNEL AND MEDICAL
INFORMATION FOR FITNESS-FOR-DUTY EXAMINATION & ASSESSMENT**

1. In connection with a fitness-for-duty examination and assessment ("FFD"), I hereby authorize my Employer, _____ ("Employer"), as well as my treating physicians ("Physician") to release to the professional staff of Forensic Psychiatric Associates Medical Corporation ("famed") and its examiners, any relevant personnel and medical information for review in order to examine and assess my fitness for duty:

- 1.1. Relevant personnel records supporting the request for a FFD examination and assessment;
- 1.2. A description of my essential job functions; and
- 1.3. Relevant medical and psychiatric information, specific to this FFD and the medical and/or psychological condition at issue, which may include the following: consultation records; physical and occupational therapy records; discharge summaries; radiological images and reports; photographs, reports and studies; letters; charts; psychiatric and psychological records and testing information; counseling records, alcohol and substance abuse records; emergency reports; laboratory reports; outpatient records; pathology records, providers' notes; physical condition records; history or treatment records; progress notes; optometry records; and dental records.

2. I understand that this consent and authorization includes the release of any psychiatric and alcohol and drug abuse records, which are protected by virtue of the provisions of federal regulations, 42 CFR – Part 2. I consent and authorize the release of these records and state that the following notice shall accompany all disclosures of any alcohol and drug abuse records made pursuant to this authorization:

This information has been disclosed to you from records whose confidentiality is protected by federal law. Federal regulations (42 CFR – Part 2) prohibits you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is not sufficient for this purpose.

3. I understand that other than the individual specified in Section 4.1, all information is confidential, except under the following conditions: (a) any information regarding suspected child or elderly abuse, or (b) imminent risk or dangerousness to self and/or others. No medical documentation or records received by famed or its examiners from my Physician will be re-disclosed to my Employer.
4. I understand that findings will include conclusions as to fitness for duty and why. I understand that my Employer may act upon these findings with a range of administrative actions; however, I do understand that any famed examiner does not make personnel decisions and is merely an advisor to my Employer. Results are confidential and will not be revealed by any famed examiner to any other person or entity, except the individual specified below.

- 4.1. Please release the results of this examination to the following individual, who is a representative of my Employer:

4.1.1. Name: _____ Title: _____

4.1.2. Company Name: _____

4.1.3. Address: _____

4.1.4. Phone: _____ Email: _____

5. I understand that I may refuse to participate, or to answer specific questions relating to my fitness for duty. That fact will, however, be reported to the individual specified in 4.1. Furthermore, I understand that honesty is a requirement of this examination and assessment, and any evidence of dishonesty, omissions or misrepresentations in any test, survey, or interview will be noted and reported.
6. I understand that it is a violation of my rights under the Genetic Information Nondiscrimination Act (GINA) to answer any questions regarding my family medical history during any employment –related medical exam, such as a FFD; and therefore, I can refuse any such questions without reprisal.
7. I further agree to hold fpared and its examiners harmless from any liability or action that may be taken by my Employer as a result of this evaluation. In agreeing to this, I acknowledge that fpared and its examiners do not make personnel decisions, and that is the responsibility of my Employer. I understand that signing this document does not affect my right to pursue any available administrative remedy against my Employer, as permitted by law.
8. I agree that the records and results from this examination and assessment belong to fpared and my Employer. I am not entitled to records from this evaluation or an explanation of the results pursuant to the American Psychological Association Ethics Code, Section 9.10, as well as principles of copyright, trade secrets and test security. However, I acknowledge that I have the right to request these records, or issue a subpoena for them, as part of any hearing, disciplinary proceeding or appeal of same resulting from this examination and assessment. In any such instance, I understand that I must provide a HIPAA compliant release and protective order to fpared and its examiners to reproduce same.
9. No additions, deletions or changes may be made to this document without the written agreement of fpared, its examiners, and my Employer.
10. I understand that I have the right to have this document reviewed by an attorney prior to signing. I acknowledge that no threat, reward, promise, coercion or any other undue influence has been used by my Employer or fpared or its examiners to obtain my cooperation in this examination and assessment or for the execution of this document.
11. I understand that this consent and authorization is voluntary, and I may revoke this authorization at any time by requesting such in writing, unless action has already been taken in reliance upon it, or during a contestability period under applicable law. Additionally, I understand that by signing this document, I will not be denied health care or health plan coverage.
12. This authorization will expire six (6) months from the date of its execution by me.
13. A photocopy or facsimile copy of this authorization may be accepted and shall be fully binding as though it were the original.
14. I certify that I understand the purpose and use of this examination and assessment, and I agree to participate. My signature acknowledges that I have received a copy of this document for my records.

DATED this ____ day of _____, _____.

Examinee Signature

Examinee Printed Name

FORENSIC PSYCHIATRIC ASSOCIATES
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ADDENDUM C2

CONSENT FOR AUDIO AND/OR VIDEO RECORDING OF EXAM

1. In connection with an examination being conducted by Forensic Psychiatric Associates Medical Corporation ("fpamed") and its professional examiners, I, _____ ("Examinee"), hereby give my consent and authorization to have said examination audio and/or video recorded by fpamed and its examiners.
2. This recording shall be treated confidentially, as any other medical record; and shall only be disclosed or re-disclosed pursuant to applicable law or release.
3. This authorization will expire twelve (12) months from the date of its execution by me.
4. A photocopy or facsimile copy of this authorization may be accepted and shall be fully binding as though it were the original.

DATED this ____ day of _____, _____.

Examinee Signature

Examinee Printed Name

IF EXAMINEE IS A MINOR OR INCAPACITATED:

I authorize the audio and/or video recording of _____ in connection with an examination conducted by Forensic Psychiatric Associates Medical Corporation and its professional examiners pursuant to the provisions above.

DATED this ____ day of _____, _____.

Parent/Guardian Signature

Parent/Guardian Printed Name

FORENSIC PSYCHIATRIC ASSOCIATES
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ADDENDUM D – FPAMED RATE SHEET

Effective March 3, 2018

- | | |
|--|---|
| ❖ Mark Levy, MD, DLFAPA – Tier 1 Rates | ❖ Ronald H. Roberts, PhD – Tier 3 Rates |
| ❖ Anlee Kuo, JD, MD – Tier 2 Rates | ❖ Sarah Hall, PhD – Tier 3 Rates |
| ❖ David Kan, MD, DFASAM – Tier 2 Rates | ❖ James Armontrout, MD – Tier 3 Rates |
| ❖ Charles Saldanha, MD – Tier 2 Rates | |

	Tier 1 Rates	Tier 2 Rates	Tier 3 Rates
Professional Fees			
Hourly Rate for Professional Services	\$700	\$650	\$600
Initial Retainer Funds	\$7000	\$6500	\$6000
Day Rate – local deposition & trial testimony	\$3500	\$3250	\$3000
Day Rate* – out-of-town deposition & trial testimony	\$7000	\$6500	\$6000
Expenses			
Travel Time Rate – portal to portal, per hour	\$700	\$650	\$600
Travel Expenses – lodging, mileage, airfare, meals, etc.	Actual Expenses Incurred		
Other Fees			
Trial - Late Cancellation Fee if cancelled 4 to 10 business days prior to the trial date.	Half Day Rate		
Trial - Late Cancellation Fee if cancelled 3 business days prior, and up to the date of trial.	Full Day Rate		
Deposition - Late Cancellation Fee if cancelled 3 business days prior, and up to the deposition date.	Full Day Rate		
Examinee IME – Late Cancellation Fee if cancelled 3 business days prior, including “no shows.”	Full Hourly Rate for Entire Appointment		
Paralegal Assistance – Hourly Fee	\$250		

*For any overnight stay, the following day will incur a full Day Rate charge.

Cancellations & Cancellation Fees. Proper notice shall be given of any cancellation of trial or deposition testimony. The Day Rates above will be charged for cancellations within the stated time frames.

- **Trial Cancellation.** To avoid charges for cancelling trial testimony, notice of cancellation must be provided 11 business days prior to the trial start date. Otherwise, if cancelled 4 to 10 business days prior to trial, half of the Day Rate will be charged. If cancelled 3 business days prior to trial, up to the date of trial, the full Day Rate will be charged.
- **Deposition Cancellation.** To avoid charges for cancelling deposition testimony, notice of cancellation must be provided 4 business days prior to the deposition date. Otherwise, if cancelled 3 business days prior to the scheduled deposition date, a full Day Rate will be charged.
- **Examinee IME Cancellation & No Shows.** To avoid charges for cancelling an Examinee IME, notice of cancellation must be provided 4 business days prior to the examination date. Otherwise, if cancelled 3 business days prior to the scheduled appointment, including any “no show,” the full hourly rate will be charged for the entire allotted time.

Expenses. Mileage will be billed at the current IRS rate of 54.5 cents per mile. All other expenses will be billed at actual cost. Expenses include, but are not limited to: postage and delivery fees, copy costs, facsimile costs, parking fees and tolls, business class airfare, ground transportation and car rentals, hotel accommodations, and meals.