

RETAINER AGREEMENT LEGAL ECONOMETRICS INC.

LEGAL ECONOMETRICS, INC. requires a minimum \$2,500 non-refundable and non-transferable retainer before work commences or designation of a Forensic Economics Expert as your expert witness. The retainer does apply against work performed.

LEGAL ECONOMETRICS, INC. bills for its services on a project and/or hourly basis. Most work is billed at \$450 per hour. When I am the first economic damages expert or for a straightforward defense report not requiring extensive record review or attorney consultation, my charge will often be \$4,950 for 11 hours for an initial economic impairment analysis including standard research, past and future earnings/earning capacity, fringe benefit losses, personal service losses and report preparation. If there are rebuttal opinions and attorney consultation as well, 15 hours is a common charge. Invoices will generally be rounded to the nearest hour; work will be listed but not specified by date and detail. Deposition and trial testimony is also billed at \$450 per hour, including preparation time. Depositions are by ZOOM or equivalent until further notice. There is a 2 hours *minimum* for a standard report update if trial dates change or new pertinent information becomes available. Premiums may be added for rush projects (those required in less than 3 business days). A two hour reservation fee may be billed for depositions cancelled within 48 hours of the time scheduled.

LEGAL ECONOMETRICS, INC. will look solely to the retaining attorney for the payment of professional services rendered; this holds even in depositions in federal court, in which you may expect the opposing side to reimburse you for the deposition.

LEGAL ECONOMETRICS, INC. will bill as work is completed;  
Payment is due upon receipt of a LEGAL ECONOMETRICS, INC. invoice;

LEGAL ECONOMETRICS, INC. reserves the right to be unavailable for deposition, arbitration or trial testimony if the balance on previous billing has not been paid;

LEGAL ECONOMETRICS, INC. requires receipt of pertinent information in a timely manner in order to provide a quality product;

LEGAL ECONOMETRICS, INC. operates under the following Work-Product Privilege: Any reports or work papers that we prepare in connection with this engagement will be maintained in accordance with our document retention procedures, and will be construed as personal and confidential, to be used only for this engagement, and no other use, disclosure, or dissemination of them is to be made. Furthermore, all work that we perform in connection with this engagement will be construed as attorney work product. Except as may be required by law, regulation, or valid judicial or administrative process, we will not disclose to anyone, without your permission, the content of any oral or written confidential communications received during the course of this engagement, nor any information gained from the inspection of any records or documents provided by you that are identified as confidential.

LEGAL ECONOMETRICS, INC. is being retained to quantify the following economic damages (check appropriately):

Loss of Earnings/Earning Capacity,  Loss of Support Capacity,  Loss of Household Services,  Cost of Future Medical Care,  Loss of Business Profits,  Other

\_\_\_\_\_  
Print Case Name

\_\_\_\_\_  
Case Number

I agree to the above terms and wish to retain LEGAL ECONOMETRICS, INC. Signature (required)      Date

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