

RETAINER AGREEMENT

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 \$500 per hour. When I am the first economic damages expert or for a straightforward defense report not requiring extensive record review, attorney consultation or rebuttal, my charge will often be \$5,500 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, 12 – 15 hours is a common charge. ZOOM depositions, including preparation time, are \$1,500 (elapsed time under 1 hour), \$2,000 (elapsed time 1 to 2 hours) or \$2,500 (elapsed time 2 – 3 hours). Invoices will generally be rounded up to the nearest hour; work will be listed but not specified by date and detail. Depositions and trial testimony are by ZOOM or equivalent until further notice. There is a 2 hour minimum for a standard report update, if trial dates change or new pertinent information becomes available. Premia may be added for rush projects (those where a report is required in less than 3 business days from my having received all materials). A two hour reservation fee may be billed for depositions that are cancelled within 48 hours of the time scheduled. Invoices for reports must be paid before depositions take place.

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.

I agree to the above terms and wish to retain LEGAL ECONOMETRICS, INC.

Signature

Printed Name

Date