This Retainer Agreement is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** (hereinafter referred to as “Client”) and Alisha Johnson, Psy.D., (hereinafter referred to as “Dr. Johnson”).

Client agrees to retain Dr. Johnson as an expert witness in the matter of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Accordingly, Client agrees to pay Dr. Johnson the sum of **$7,000** as a minimum retainer fee for forensic evaluations, or **$3,500** in divorce mediation and consultation cases. All retainer payments must be submitted, along with the fee agreement, at least 48 hours before work begins on the case. If the retainer is exhausted, a follow-up phone consultation will take place for a new time estimate and a renewed retainer. Unused retainer funds will be returned upon completion of the case.

Client further understands that the total fee of Dr. Johnson shall be based upon the following schedule:

|  |  |
| --- | --- |
| **SERVICE**  | **FEE**  |
| Consultation  | $350/hour  |
| Research and Record Review  | $350/hour  |
| Examination, Testing, and Report Writing | $350/hour  |
| Trial/Deposition Preparation  | $350/hour |
| Divorce Mediation | $350/hour |

|  |  |
| --- | --- |
| Testimony and Depositions  | $1,600 (half-day)$3,200 (full-day)  |
| Training and Lectures  | $2,000 for an 8-hour engagement$1,000 for a 4-hour engagement$500 for a 2-hour engagement |
| Travel and Lodging  | $125/hour, plus driving expenses (to and from Dr. Johnson’s Newport Beach office to the site of testimony or service) $500 for up to 5 hours of air travel, plus cost of hotel/lodging$1,000 for up to 10 hours of air travel, plus cost of hotel/lodging |
| Other services not listed above  | Dr. Johnson will provide a quote upon request.  |

*There is a 48-hour cancellation policy.* For any "no shows" or late cancellations, there will be a charge of 3 hours ($1050). This represents the minimum amount of time reserved for forensic services.

Client agrees to pay all outstanding balances due on fees according to the earliest of the schedule reflected above, or within thirty (30) days of the date service was rendered, unless other arrangements are agreed to in writing by the parties.

Client agrees to pay Dr. Johnson additional sums for interest on any fees not paid to Dr. Johnson within ninety (90) days of any service to. Said interest shall then be calculated from the original date of the service, upon expiration of the above-referenced thirty (30) day period. Said interest shall accrue at the rate of 1.5 percent per month (18% per annum) on the unpaid balance, unless other arrangements are agreed to in writing by the parties.

Client agrees that Dr. Johnson shall have no obligation to proceed with any services or appear on behalf of Client at deposition, arbitration or trial, unless the foregoing obligations of Client, and where applicable opposing counsel, have been adhered to.

Client understands that Dr. Johnson has made no guarantee or representation regarding the successful conclusion of any matter, and that Dr. Johnson will be expressing, or has expressed, only her opinions.

Dr. Johnson shall have the option to cease providing services at any time if the financial obligations are not met by Client, if Client has misrepresented or failed to disclose material facts to Dr. Johnson, if Client fails to cooperate with Dr. Johnson, or due to any ethical considerations or conflict of interest.

It is agreed that should it become necessary for Dr. Johnson to file suit for the collection of any sums due under this Retainer Agreement, Client agrees to pay Dr. Johnson her reasonable attorney’s fees together with court costs, and expenses, expended for the collection of said obligation.

Dr. Johnson and Client accept said Retainer Agreement upon the conditions and terms hereinabove set forth.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ALISHA JOHNSON, PSY.D.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTORNEY OR CLIENT

Please submit the Retainer agreement through

Email: Dr.Johnson@ForensicsExpert.org or Fax: (310) 861-0979