



**THE
NEUROBEHAVIORAL
CLINIC** & *Counseling
Center*

David M. Lechuga, Ph.D.
Director
CA License: PSY10139

13 Orchard Road, Suite 103
Lake Forest, California, 92630
949.837.3358
Fax 949.837.0274

**DAVID M. LECHUGA, PH.D., A PSYCHOLOGICAL CORPORATION'S RETAINER
AGREEMENT FOR FORENSIC AND MEDICAL-LEGAL FEES**

Diplomates in Clinical Psychology and Rehabilitation Psychology
American Board of Professional Psychology
Diplomate in Neuropsychology
American Board of Professional Neuropsychology
EIN/TAX ID: 33-0929360

This Retainer Agreement for Forensic and Medical-Legal Fees (hereinafter referred to as "Retainer Agreement") is entered into by and between _____, (hereinafter referred to as "Client;" AKA attorney/law firm) and David M. Lechuga, Ph.D., A Psychological Corporation, (hereinafter referred to as "Dr. Lechuga").

Client agrees to retain Dr. Lechuga as an expert witness in the matter of _____ v. _____. Client understands and agrees that by retaining Dr. Lechuga in this matter, Dr. Lechuga will set aside time and forgo other matters and services, and that Client will then be designating Dr. Lechuga as its/his/her expert witness in the subject matter. Accordingly, Client agrees to pay Dr. Lechuga the sum of **\$3,500** as a minimum non-refundable retainer fee, in partial payment of Dr. Lechuga's fees, 3 weeks prior to Dr. Lechuga rendering services to Client.

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

<u>SERVICE</u>	<u>FEE</u>
Consultation	\$550/hour
Research and Records Review	\$550/hour
Examination and Testing	\$550/hour
Deposition Preparation	\$550/hour (Payable prior to the commencement of the deposition if in excess of the retainer fee balance)
Deposition	\$750/hour (Two-hour minimum. At least 1 hour is to be spent conferring with lawyers that retained Dr. Lechuga. Should there be a delay in the start time for the deposition, Dr. Lechuga shall be compensated from the originally set start time of the deposition.)



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Trial/Arbitration Preparation	\$550/hour (Half-day minimum. Payable 48 hours in advance of trial or arbitration attendance if in excess of the retainer fee balance)
Trial/Arbitration Testimony	\$3,500 (half-day) \$7,000 (full day) (Half-day minimum. Payable 48 hours in advance of trial or arbitration attendance if in excess of the retainer fee balance. Should there be a delay in the start time for the trial/arbitration, the Client shall compensate Dr. Lechuga from the originally set start time Dr. Lechuga was to testify.)
Travel and Lodging	\$250/hour plus expenses. (Determined to and from Dr. Lechuga's Lake Forest office to the site of testimony or service)
Medical Legal/Forensic Report	Dr. Lechuga will provide a quote upon request. No liens will be accepted.

There is a 24-hour cancellation policy. Fifty-percent (50%) of the agreed upon fees (\$2500 is estimated ½ day charge) will be assessed for cancellations which occur less than 24 hours prior to a scheduled appointment, deposition, hearing, arbitration, or trial.

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. Lechuga additional sums for interest on any fees not paid to Dr. Lechuga within ninety (90) days of any service to, or on behalf of, Client which reflect sums payable to Dr. Lechuga. 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. Lechuga 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.



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Client understands that Dr. Lechuga has made no guarantee or representation regarding the successful conclusion of any matter, and that Dr. Lechuga will be expressing, or has expressed, only his opinions. Dr. Lechuga shall have the option to cease providing services at any time if the financial obligations are not met by Client, and where applicable opposing counsel, if Client has misrepresented or failed to disclose material facts to Dr. Lechuga, if Client fails to cooperate with Dr. Lechuga, or due to any ethical considerations or conflict of interest.

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

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

IN WITNESS WHEREOF, the parties have set their hands this [redacted] day of [redacted], 20 [redacted].

DAVID M. LECHUGA, Ph.D.

ATTORNEY OR LAW FIRM

Please forward the signed original retainer agreement along with a retainer check in amount of \$3,500 to David M. Lechuga, Ph.D., 13 Orchard Road, Suite 103, Lake Forest, CA 92630; you may email (dlechuga@neuroclinic.com), or fax the retainer agreement to (949) 837-0274.

Thank you.