

Expert Witness / Consultant Retainer Agreement

Pediatric Critical Care Expert, Bradley Peterson, M.D. #G21961
3020 Children's Way, #5065, San Diego, CA 92123
Phone: (858) 966-5863 Email: Admin@PediatricCriticalCareExpert.com

Retaining Attorney:

Law Firm Address:

Phone Number:

Fax Number:

Subject:

Thank you for your confidence in requesting our assistance in this matter. It is understood and agreed by and between Bradley M Peterson MD and the Attorney that the Attorney has asked for certain medical consulting services including review of medical records and witness testimony from Dr Peterson in conjunction with the litigation involving the above matter. Dr Peterson has agreed to render those services within the confines of the statutory, regulatory, and common law schemes governing the practice of medicine. The parties hereto agree that Dr. Peterson has not given any warranty, either expressed or implied, regarding his work under this contract nor regarding his opinions, conclusions, or testimonies proffered under this contract.

Dr Peterson cannot predict the full extent of the services he will perform on behalf of the Attorney or the amount of fees, costs, or expenses incurred. Dr. Peterson will bill for time in any and all relevant activities and services under this contract and expenses incidental to and related to performing under this agreement to fulfill Dr Peterson's obligations. The Attorney agrees to pay for such costs and expenses and services at the rates and time table then in effect.

I strongly recommend that the retaining attorney forward for my review all relevant medical records, including all imaging plus imaging reports, investigation reports, witness statements, depositions and other case information as soon as it is available and prior to my evaluation of the subject to be evaluated. deposition and or testimony. I recommend these materials be sent as far in advance of my deposition, testimony and examination of subject patient.

The current fee schedule is as follows.

Retainer fee \$1800

Includes first 3 hours evaluating all material forwarded from Attorney.

Additional time for review of records, review of scientific literature, conferencing, correspondence, and travel and preparation of reports or preparation for testimony.

Rate: \$600 per hour in 15-minute increments.

Activities including but not limited to medical record review, correspondence or conferences with any party to the matter, scientific literature research, report composition, travel and preparation for testimony will all be billed at this rate.

ADDITIONAL SERVICES

Deposition Testimony: \$1000 for the first hour or any portion thereof, then at \$1000 per hour in increments of 15 min

Trial/ Arbitration testimony: \$4000 per half day \$8000 per full day

In the event that work in the case exceeds the initial retainer fee, additional billing will be submitted in blocks of 8 hours. Payment is expected within 60 days from the date of billing. If not received within 60 days of the billing date, then no report will be released, nor testimony scheduled (in court or by deposition) until the entire balance is paid.

Testimony in court or by deposition is billed in half-day (4-hour) blocks. Payment for Dr Peterson’s time involved in such testimony must be prepaid. In the event there are travel expenses, these must be prepaid by the retaining attorney. Fees for travel-time may vary but I will provide a good-faith estimate depending on the situation. If an examination of the subject is required but fails to show up for the evaluation, I still must charge for the time I had blocked out for the case. A rescheduled date and time can be arranged. If the attorney decides not to reschedule, the minimum charge for the 4-hour block of time will still apply.

Also, in the event that Dr Peterson’s invoices remain unpaid after 60 days of the billing date then Dr Peterson may withdraw, at his sole discretion, in any and all activities involving this matter without incurring any liability, by giving notice either orally to The Attorney or in writing to The Attorney’s last known address. Withdrawal by Dr. Peterson shall also be considered complete upon giving such notice. The Attorney agrees that should Dr Peterson withdraw from the case for nonpayment, then The Attorney shall not require Dr Peterson’s presence for the purposes of giving deposition or testimony concerning this Matter in court. The Attorney also agrees once the invoices remain unpaid for greater than 60 days, interest on the unpaid amount interest will accrue at 1% per month.

Once it is decided that I will no longer be involved in the case, either because the case has resolved, or my services are no longer required by the retaining attorney, I may return all documents and notes to the retaining attorney. There may be a charge for large volumes of materials returned to cover excessive postage.

By signing below, the retaining attorney indicates acceptance of this service agreement and the contractual provisions contained herein. Please return this form along with the agreed upon retainer fee noted above. In return, I will countersign and send a completed contract back to the retaining attorney. If this signed service contract and retainer are not received within 7 business days of our initial communication about the case, then my name shall not be listed by the retaining attorney or retaining firm as a witness and I will be free to be retained by other parties, including opposing counsel.

Upon being retained by an attorney, company or firm I am retained for that specific case only and may be retained by any other attorney, including opposing counsel for other cases so long as there is not a direct conflict-of-interest. I am available for retainer on an ongoing basis for a negotiated fee, which must be specified in writing. Contract accepted by:

_____ Date: _____

_____ Date: _____