



ALAN KARBELNIG PhD

## **I. PURPOSE**

This agreement memorializes the terms of your retaining me as a forensic expert in Psychology. As my Curriculum Vitae reveals, I have extensive experience serving as an expert witness in a variety of legal proceedings including in the areas of family, tort, will and probate, administrative, and labor law. I perform pre-employment screenings for the South Pasadena Police Department and have evaluated employees for a variety of reasons for the California Institute of Technology, the Los Angeles Department of Water and Power, and the City of Pasadena.

I set forth the terms of my engagement in writing in order to avoid misunderstandings. I ask that you indicate your agreement by executing your copy of this letter and returning it to me, along with your check for the initial retainer fee.

## **II. SCOPE OF SERVICES**

**Scope of Evaluation.** A forensic psychological evaluation consists of utilizing a variety of techniques for determining and then documenting an individuals' psychological status. These techniques include clinical interviews, mental status examinations, psycho-diagnostic testing, review of relevant records, interviews with collateral sources, research, conferences with attorneys or others, and preparation of written report if requested. Once the evaluation is complete, I may be asked to provide testimony in a deposition or a court.

**Access to Records.** Since I do not have access to the court system except through counsel who retains me, please note that I depend on you to obtain various records and to arrange for the mental examination of the plaintiff to occur under clinically acceptable conditions. I will furnish you separately with a list of records that I will need for you to obtain from the plaintiff or from third parties via subpoena. My effectiveness as an expert witness will depend to a great degree on my having access to these records.

**Mental Examination.** Similarly, I will need your help in arranging for a mental examination of the plaintiff. As you know, if the plaintiff does not agree to such an examination, a motion to the court will be necessary and such a motion must be brought far enough in advance of the discovery cutoff to permit an examination to occur within the discovery period. Also, sometimes opposing counsel or the court will attempt to place restrictions or conditions on mental examinations, such as time limits, limits on topics of inquiry, or requiring the presence of outsiders. Please do not agree to any such restrictions or conditions, or fail to oppose them in court, without consulting with me, as such restrictions or conditions can significantly impair my effectiveness as an examiner.

## **III. LOCATION OF SERVICES**

Except where special arrangements have been made, all forensic psychology services will be provided at my office at 117 East Colorado Boulevard, Suite 425, Pasadena, California. I respectfully request that depositions also be scheduled at my office at a time mutually convenient for both parties.

## **IV. RETAINER**

I require an initial retainer in the amount of \$4,000. One half of this amount (\$2,000) is non-refundable but may be applied toward record review, consultation, clinical interview or late cancellation of an evaluation. Any portion of the retainer exceeding \$2,000 that is not used during the duration of my services will be refunded.

## **V. FEE AGREEMENT**

**Psychological Evaluation.** All forensic psychological services, with the exception of testimony, are billed at a rate of \$425 per hour. Charges are calculated in 15 minute increments.



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**Deposition and Courtroom Testimony.** For depositions or courtroom testimony, I bill \$4,000 per day with a half-day minimum of \$2,000. The half-day rate shall be charged for any deposition or courtroom testimony running from zero to four hours. The full day rate shall be charged for any deposition or courtroom testimony running from four to eight hours.

Any payment received from opposing counsel, shall be credited towards either my minimum half-day rate or my full day rate, depending on the length of the deposition. You remain responsible to pay the difference between opposing party's payment and either the half-day rate of \$2,000, where the deposition runs less than four hours, or the full-day rate of \$4,000, where the deposition exceeds four hours.

**Travel Time.** All travel to and from court proceedings, depositions and psychological evaluations are billed at \$425 per hour at \$0.575 per mile or the highest amount allowable by the IRS. All travel time is billed separately and shall not count towards the half or full day calculation articulated in the previous section. Where I am required to travel over 200 miles for any court proceeding, deposition or evaluation, whether it be in state or out of state, you shall cover the costs of my accommodations and make hotel arrangements in advanced.

**Out of Pocket Expenses.** I also bill for out of pocket expenses, such as copying, conference room rental, telephone calls, overnight delivery, courier services and other administrative tasks. Copies will be charged at \$0.10 per page. All administrative tasks will be charged at the out of pocket cost plus a 10% administrative surcharge.

**Communications.** All communications whether over the phone or in person are considered billable time and are charged at the rate of \$425 per hour in 15 minute increments.

## **VI. CANCELLATION POLICY**

Because my practice consists primarily of providing of outpatient psychotherapy services, please provide as much time as possible in advance to schedule appointments for providing forensic psychology services, including depositions and/or courtroom testimony.

Since a half day is set aside for a mental examination, late cancellations are highly disruptive to my schedule and to my other patients. If an appointment is cancelled within 72 hours of the scheduled appointment time for any reason, including settlement, there is a \$1500 cancellation fee.

Because of the greater time commitment involved in being available for deposition or courtroom testimony, the half-day charge of \$2,000 will be assessed if such service is cancelled or continued with less than 72 hours' notice. My cancellation policy must be disclosed in your expert designation so the opposing party has notice.

## **VII. PAYMENT POLICY**

**Billing Frequency.** After I am retained, I will send you monthly invoices, which I will expect to be paid within 30 days or receipt. In the event an invoice is not paid within 30 days, I reserve the right to add an interest charge of 10% per year, compounded monthly, to all overdue amounts. You will be responsible for all charges incurred. My relationship is with you, and/or your law firm, and not with the client you represent or the insurance company that has retained you.

**Advanced Payment.** Because of the potential for cross examination on the grounds of bias, I require that all of my invoices be paid in full prior to my giving testimony at any hearing, trial or arbitration. In the event of nonpayment of my invoices, you agree that I may withdraw my services regardless of whether or not I have been formally designated as an expert.

Where my courtroom testimony has been scheduled, payment for such testimony must be paid 72 hours in advanced and is non-refundable. You are required to estimate the amount of time required to take my courtroom testimony and calculate my fee based on that estimate. If the testimony exceeds the estimated time, you are required to pay me for the additional time as soon as possible, but not more than five calendar days after the testimony is given.

## **VIII. VENUE AND ATTORNEY'S FEES**

It is also agreed that in the event I must initiate legal action to recover unpaid fees and expenses, the venue for such action shall be the courts of Los Angeles County, California and that the prevailing party in such litigation shall also recover costs of litigation and reasonable attorney's fees.



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**IX. ACKNOWLEDGMENT AND SIGNATURE**

If these terms are acceptable to you, please sign where indicated below on the enclosed copy of this letter and return it to me with the initial retainer of \$4,000, payable to "Alan Karbelnig, Ph.D."

By signing below, you agree that these terms are acceptable to you and you agree to be bound by them. Thank you for your confidence. I look forward to working with you on this matter.

LAW FIRM/SOLO PRACTICE

\_\_\_\_\_  
Name of Law Firm/Solo Practice (Print)

BY

\_\_\_\_\_  
Authorized Attorney Signatory (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ALAN KARBELNIG, Ph.D., Expert Witness in Psychology

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date