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FEE SCHEDULE AND RETAINER AGREEMENT

EVALUATION AND TESTIMONY RELATED TO ECONOMIC LOSSES IN CASES involving Injury, Disability, Death, and Adverse Employment Events (e.g. Wrongful Termination, Discrimination, Harassment).

TYPICAL EVALUATION ISSUES INCLUDE: Earning Capacity, Expected Earnings, Worklife Expectancy, Household Services, Present Value of Economic Losses Past & Future, Present Value of a Life Care Plan.

RETAINER and PROFESSIONAL TIME: **An initial non-refundable retainer of \$1,125 is required along with this completed and signed Agreement before work on a case will begin.** The retainer is applied toward billings at \$375 per hour (e.g. research, interviews, calculations, reports, consultation, and testimony). Checks should be made payable to: Robert A. Male Inc. (FEIN: 20-2299260).

DEPOSITION and TESTIMONY: Minimum billing is two hours, including preparation. The minimum deposition fee of \$750 is required from the deposing attorney prior to the start of a deposition, with the balance due (if any) to be billed upon completion. Minimum billing for a scheduled testimony is two hours. Travel time to and from testimony is billed at the Travel/Wait rate. Travel outside the State of Hawaii for testimony will include a minimum charge for six hours of travel time each way. Checks should be made payable to: Robert A. Male Inc. (FEIN: 20-2299260).

TRAVEL & WAIT TIME is billed at \$100 per hour from the applicable location, plus applicable expenses (e.g. airfare, ground transportation, etc.).

- It is understood that Dr. Male's services are retained as an independent contractor by the hiring attorney and law firm (hereafter Client) below. The Client is responsible for payment of all bills. All reports, work products, and bills will be communicated to the Client only, except as authorized by Client or required by a court. The confidentiality of all information provided by the Client will be preserved. No information obtained from the Client or developed for the case will be used or provided to another party without the consent of the Client or a Court Order.
- Dr. Male is an independent expert and does not represent or guarantee that his findings will be helpful to the Client's case.
- All services rendered, including appearances for testimony, are subject to availability. The Client should notify Dr. Male of scheduled events as early as possible. A 60-hour advance notice is required for cancellation of testimony (deposition/trial/arbitration) or a fee of \$750 will be charged, plus any non-refundable travel costs that have been incurred.
- The minimum billing on a case (non-refundable) once this Agreement has been signed or when Dr. Male has been identified as an expert (to the opposing side) on a particular case is \$1,125.
- All bills submitted for payment (for services rendered and expenses incurred) shall be paid within 30 days, and prior to testimony of any type (e.g. deposition, trial, arbitration, etc.). Dr. Male may, in his sole discretion, terminate this Agreement upon reasonable written notice to Client if any fees or expenses are not paid when due, in which case the entire bill is due within ten (10) days. From 60 days forward, unpaid billing balances will have a carrying charge added to them of 1% per month calculated from the original billing date.
- Invoices will reflect category of services rendered and total time spent. Time is billed in ½ hr. increments. Unless specifically requested in advance, no detailed itemization of specific tasks will be done.

- By signing this retainer agreement, you agree to read carefully all statements for services rendered and expenses incurred, and to notify this office, in writing, of any perceived errors or discrepancies in billing. You also agree to give us this notice within 15 days after receipt of any statement. Each statement will become final 15 days after it is received.
- The venue of this agreement is Hawaii County, HI. In the event that an action is commenced to collect any money owed under this Agreement, the prevailing party shall be awarded his attorney fees, as well as costs and disbursements, as determined by the court or arbitrator, including fees on an appeal or in any arbitration proceeding. Hawaii law shall be applied in any dispute arising out of this Agreement.
- Dr. Male is under no obligation to maintain or store documents related to this case once his involvement is concluded.
- In his work as a damages expert in litigation, Dr. Male supports the ethical framework provided in the Statement of Ethical Principles and Tenets of Practice put forth by the National Association of Forensic Economics (NAFE) and the American Academy of Economic and Financial Experts (AAEFE), and the Code of Ethics of the American Rehabilitation Economics Association (AREA).

The undersigned client understands all aspects including payment requirements of this Agreement and wishes to retain Robert A. Male, Ph.D., and agrees to all terms and conditions set forth herein.

Client: Name of attorney: _____
Please print or type _____
Phone Number

Name of law firm: _____
Please print or type _____
Fax Number

 E-mail

Signature: _____
Attorney and authorized representative of firm Date: _____

Firm address: _____

Full Case Name: _____

Venue & Docket Number: _____

Name of Client's client in case: _____

Case Type: _____

In this case, the Client (Attorney and firm) represents (circle one): Plaintiff Defendant
 Other: _____

List all known case deadlines: