– Dr. Judy Ho –

Clinical and Forensic Neuropsychologist

California State Licensed Clinical Psychologist #22809 CA
Board Certified Through American Board of Professional Psychology
Board Certified Through American Board of Pediatric Neuropsychology
Board Certified through National Board of Forensic Evaluators
Tenured Professor at Pepperdine University

FORENSIC NEUROPSYCHOLOGY AND PSYCHOLOGY FEE SCHEDULE AND RETAINER AGREEMENT

Introduction
This agreement sets out, in writing, the terms on which you retain me as a forensic expert in neuropsychology and psychology, in order to avoid misunderstandings.

Services
The retaining law firm is the contracting client; the examinee is not a psychotherapy patient or the contracting client. Where an engagement involves only record review, consultation, or review of another expert's work, provisions governing examinations do not apply. My opinions and methods remain independent of the retaining party and any desired litigation outcome. My fees are the same regardless of which party retains me and are not contingent on the content of my opinions or the outcome of the matter, and nothing in this agreement or in my opinions or testimony guarantees any outcome.

A forensic evaluation may include clinical interviews, standardized psychological and neuropsychological testing, review of records, collateral interviews, research, consultation with counsel, a written report, and testimony regarding my findings and opinions.

Because I have access to the court system only through retaining counsel, I rely on you to obtain records, arrange the examination and any collateral interviews, and, if the litigant does not agree to an examination, bring a motion early enough for it to occur within the discovery period. My opinions depend on timely access to these records.

Sometimes opposing counsel or the court will seek to place conditions on mental examinations (e.g., limits on time or scope, third-party presence, recording, or requests for raw data and test materials). Such conditions can materially interfere with the integrity, validity, and reliability of the examination. Retaining counsel agrees not to accept, stipulate to, or fail to oppose any such condition without first consulting me, and will let me know promptly of any motion, proposed order, or stipulation that would impose one. Production of test data and test materials will be addressed case by case, consistent with my ethical and test-security obligations. If a condition would require me to act inconsistently with those obligations or would compromise the validity of the examination, we will discuss options, which may include seeking relief or my withdrawal from the engagement.

Confidentiality
Forensic services are not psychotherapy and do not create a treating relationship. Information obtained may be shared with retaining counsel and, when legally required (for example, mandated reporting or a court order), with others. I may also consult with colleagues or use publisher scoring software as needed, with appropriate safeguards. Examinees are informed of the forensic role and the limits of confidentiality.

Location of Provision of Services
Except by special arrangement, services are provided at my Hermosa Beach office or remotely when appropriate. Depositions are preferably conducted remotely or at my office; other locations require prior agreement. Travel time is billed portal to portal at the standard hourly rate, in addition to reasonable travel, lodging, conference-room, and related out-of-pocket expenses. No examination, deposition, trial, or report deadline is binding on me

until I accept it in writing, including deadlines agreed among counsel or represented to a court; counsel must communicate applicable court and discovery deadlines before scheduling. Delays from late records, examinee unavailability, or changes in examination conditions may require revised timing and fees.

Fees
All forensic psychological services (including testing and assessments, collateral interviews, attorney consultation, scoring and interpretation, records review, affidavits, declarations, reports, substantive report revisions, supplemental opinions, deposition and trial preparation, transcript review, responses to subpoenas or motions concerning my file or test data, and travel time), excluding depositions and court testimony, are billed at $650 per hour. Reasonable out-of-pocket expenses, including interpreter fees, are billed separately. Estimates are provided for planning purposes only and do not cap fees.

Deposition and courtroom testimony, including office or courtroom waiting time while reserved for the proceeding, are billed at $7,600 per eight-hour day ($950 per hour for proceedings requiring an hourly rate). Depositions have a two-hour minimum ($1,900); courtroom testimony has a four-hour minimum ($3,800). Remote appearances carry the same rates and minimums. When specifically requested and confirmed in writing, on-call availability is billed at $650 per hour or $5,200 per eight-hour day for hours I am required to remain available and unable to accept other professional obligations. At least seven calendar days' advance notice is required, and the hours to be reserved must be identified and accepted in writing.

The retaining law firm is the financially responsible contracting party and agrees to pay all fees and expenses incurred, irrespective of litigation outcome, settlement, insurer reimbursement, or payment by its client. All fees and expenses are billed to and payable by the retaining law firm, which remains responsible for payment regardless of the source of funds. If the party noticing my deposition does not pay deposition fees within 60 days of invoice, the retaining law firm will pay them and may seek reimbursement. Cancellation charges below are in addition to charges for work already completed and nonrefundable expenses.

Expedited Services
My standard timeline requires at least thirty (30) calendar days after receipt of all necessary materials, and I am not required to accept expedited work. For expedited work expressly accepted in writing, services performed after that acceptance are billed at $975 per hour for deadlines of 15–29 days, $1,300 per hour for 8–14 days, and $1,625 per hour for seven days or fewer, measured from the later of my written acceptance or receipt of all necessary materials. Earlier work is not repriced retroactively unless expressly agreed in writing. Weekend or holiday work needed to meet an expedited deadline is billed at 1.5 times the applicable expedited rate; my written acceptance will note when such work is anticipated.

Cancellation Policy
Evaluation appointments cancelled or postponed within seven calendar days of the appointment, including because of settlement, incur a $3,250 cancellation fee. Failure to appear, or noncooperation by the examinee that prevents completion of the evaluation, incurs a $5,200 no-show fee. These fees compensate for reserved time that cannot reasonably be reassigned.

For a deposition or court appearance cancelled, postponed, or continued for any reason, including settlement, written notice received more than seven calendar days in advance incurs no fee; notice received 72 hours to seven calendar days in advance incurs 25% of the eight-hour testimony rate ($1,900); and notice received less than 72 hours in advance incurs 50% ($3,800). These fees are in addition to services already performed and nonrefundable expenses. For confirmed on-call blocks cancelled with at least 48 hours' written notice, 50% of the reserved on-call fee is due; with less than 48 hours' written notice, 100% is due. Any prepaid amount will be credited against the applicable charge.

Payment Policy
I will document billable services and ordinarily invoice every 30 days. Deposition charges are due no later than the date of deposition; courtroom testimony and associated estimated travel costs are due 72 hours before the

appearance, unless agreed otherwise in writing. For on-call reservations, 50% of the estimated charge is due 72 hours before the reserved period. Other invoices are due within 30 days of the invoice date. Any balance unpaid 60 days after the invoice date accrues simple interest at 10% per annum from that date until paid, and each invoice will restate this term. On at least ten days' written notice, I may pause further work or scheduling while any balance remains unpaid more than 60 days after the invoice date.

Attorney Fees
In the event of any action to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney fees, incurred in connection with such action.

Discharge and Withdrawal
You may discharge me at any time. I may withdraw with your consent or for good cause, including material breach, nonpayment, examinee noncooperation, or circumstances rendering continued services unethical, professionally inappropriate, or unlawful, on reasonable notice. Termination does not extinguish charges for completed work, incurred expenses, or applicable reserved-time cancellation fees.

Retainer or Court Order
An initial retainer of $7,500 is due at least 24 hours before I perform services and before I may be identified as retained, unless another arrangement is expressly approved in writing. $1,000 of the initial retainer is a nonrefundable case-opening fee covering conflict review, file setup, and initial records intake; it is credited against fees for services performed but is not refunded if the engagement ends early. The balance of the retainer is an advance against fees and expenses, not a flat fee or fee cap, and may be held and applied to the final invoice. Before any trial testimony, all outstanding invoices must be paid. Unused funds beyond the case-opening fee will be refunded when applicable. Any alternative to an advance retainer, including a court order or payment guarantee, requires my prior written approval.

Acknowledging Signatures
If these terms are acceptable, please sign and return this agreement with the initial retainer of $7,500, payable to DR. JUDY HO, INC.

This agreement and any written scope addendum constitute the engagement terms. Modifications must be in writing and signed by me and an authorized representative of the retaining law firm. If any provision of this agreement is found unenforceable, the remaining provisions remain in effect. This agreement may be signed electronically and in counterparts, and a signed copy has the same effect as an original. The attorney signing below confirms authority to bind the retaining law firm.

Thank you for your confidence. I look forward to working with you on this matter.

_____ _____
Name of the Case Case Number

_____
Attorney of Record Signature

_____ _____
Attorney of Record Printed Name Date

_____ _____
Judy Ho, Ph. D., ABPP, ABPdN, CFMHE Date