

MATTHEW J. SULLIVAN, Ph.D.

Clinical Psychology

417 Tasso St. Palo Alto, CA 94301
Lic # Psy10214

(650) 326-2004
Fax # (650) 813-9771

Expert Agreement and Fee Policies

The purpose of this Agreement is to explain the service and fee arrangements for Matthew J. Sullivan, Ph.D., who has been asked to be engaged as a forensic expert by _____, who is representing _____ in a family law matter.

Fees for the Expert's services will be billed at a rate of \$400.00 per hour for preparation time prior to the hearing, and \$400.00 per hour for attendance time. Preparation time includes time expended while reviewing documents, preparing written reports and/or declarations corresponding with the court, consulting to attorneys, preparing for trial, traveling to and from meeting with attorneys and/or to and from court, and waiting (including any time that has been expended on this case prior to the signing of this agreement). Dr. Sullivan will record all interactions and provide a detailed account upon billing the Attorney/Client. Attending time includes all time spent in relation to attending at the court, including time spent for going to and from court, meals and lodging costs, waiting to testify and providing testimony.

Fee for preparation time will be paid regardless of whether Dr. Sullivan is actually called to testify. If the undersigned asks Dr. Sullivan to come to court there will be a minimum charge of 8 hours for services 4000.00, regardless of whether Dr. Sullivan provides testimony on that day.

Dr. Sullivan requires a retainer amount of \$3200.00. If the retainer is exhausted and additional services are agreed to by Dr. Sullivan and the above-referenced attorney, an additional retainer will be determined, based on an estimate of services required. If, upon completion of Dr. Sullivan's forensic services, monies are owed to the client, Dr. Sullivan will refund the balance within 15 working days of the date of the final billing.

Dr. Sullivan will require advance payment for any days required for trial testimony. If the trial is continued, settle out of court, or otherwise delayed, or if Dr. Sullivan does not testify as scheduled, the retainer will be fully refunded, less fees for preparation time, when notice is received at least five (5) working days prior to the trial. Fifty (50) percent of the "retainer less the fees for preparation

time” will be refunded when notice is received at least two (2) working days prior to the schedule trial. Twenty (20) percent of the “retainer less fees for preparation time” will be refunded if notice is received less than two working days prior to trial.

If additional fees are charged, payment of outstanding fees will be paid within 30 days of the date of the billing. If payment is not made within the specified time frame, Dr. Sullivan reserves the right to charge interest at Prime Rate or to authorize the services of a collection agency or an attorney. All reasonable costs associated with their collection efforts shall be added to the attorney’s bill.

All payments to Dr. Sullivan are for the provision of expert services as a forensic psychological expert and are NOT contingent upon providing particular opinions or upon a particular outcome in the case.

We understand that any and all information relevant to the case Dr. Sullivan obtains will be subject to full disclosure.

Further, we understand that information and records otherwise confidential and/or oral testimony must be provided in the event of a subpoena or a court order demanding it. Also, in litigation or official proceedings, information and any materials in my file about your case and/or testimony may be disclosed.

I have read the above and agree to the conditions set forth

Signature: _____/Date: _____

Printed name of Attorney _____