

# Contract and Fee Schedule for Consulting and Expert Services

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This document contains quoted rates current as of April 13, 2023 and was prepared for Client, re: Matter involving their client.

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## *Case Review & Opinion*

- (1) Fees include a non-refundable retainer check of \$5700 for case review made out to Ian T. Adams. Charges for all time spent on a case, including research, reading documents, preparing affidavits, reports, consultations, and travel from door-to-door at a rate of \$380 per hour. The retainer reflects 15 hours at the stated rate. All quoted rates are in US dollars.
- (2) Review of the case cannot begin without a signed copy of this fee agreement and notice from the retaining attorney that the retainer payment has been initiated. Rates are subject to change and are typically increased annually (last increased January 2023). If there is a rate increase of more than 15%, the retaining attorney will be notified of any rate changes at least 30 days in advance of the effective date.
- (3) Invoices will be sent periodically, and prompt payment will be made within 15 calendar days from the day the invoice was sent. After 15 days, interest will be added at the rate of 1.5% per month, compounded monthly, on the outstanding balance, computed on the date of the invoice. All checks will be made out to Ian T. Adams.
- (4) There is a \$3000 charge for deposition, conference, site inspection, or trial testimony that lasts four hours or less. There is an additional \$3000 fee for each additional four-hour (or less) block of deposition or trial testimony. Payment for deposition is due in the office of Dr. Adams three (3) days prior to the scheduled deposition. If compensation has not been received in this time frame, it will be assumed that counsel chooses not to proceed with the deposition.
- (5) A thorough case preparation and analysis will be completed prior to trial and billed at a rate of \$380 per hour in excess of the retainer. Dr. Adams will reserve the agreed-upon trial day and travel to the trial site, plus all travel expenses as outlined below, for each day or portion of a day testifying. Any standby days/portions of a day awaiting trial will be assessed at \$3040 per day. If Dr. Adams attends the trial but is not called to testify on that day, the trial fee of \$3040 per day will be assessed for the day(s) while waiting to testify. Repeat trips to trial will be billed similarly. All fees incurred in connection with testifying – including preparation fees, standby fees, travel expenses, or other outstanding case fees – must be paid before Dr. Adams takes the stand. Additional travel expenses will be billed. The trial fee of \$3000 will be charged if the case is settled, otherwise dismissed, or rescheduled within 72 hours (excluding Saturday and Sunday) of scheduled testimony.
- (6) The trial preparation fee, based upon actual hours of preparation time, will be assessed if cancellation of trial testimony occurs within two weeks (14 days) of scheduled testimony, as trial preparation will have been completed. Cancellation fees are due within 15 days' notice of cancellation or settlement.

- (7) The contracting attorney expressly states that he or she is an authorized agent to enter into this agreement on behalf of his/her firm and his/her client(s). The contracting attorney, individually and as an authorized agent for the contracting attorney’s firm and client(s), agrees to obligate him/her, his/her firm, and his/her client(s) for payment of all fees and expenses billed for the consulting and expert services of Dr. Adams. It is expressly understood that the prompt payment of bills for the fees and expenses by Dr. Adams is in no way contingent on the agreement or arrangement between the contracting attorney, his/her firm, and his/her client. Further, it is expressly understood that the prompt payment of all fees and expenses billed by Dr. Adams is in no way contingent on the ability of the client or the contracting attorney and his/her firm to pay. Accordingly, by entering into this agreement, the contracting attorney expressly obligates himself/herself and his/her firm to promptly pay all bills for fees and expenses of Dr. Adams.
- (8) By entering into this agreement, the contracting attorney, his/her firm, and his/her client(s) expressly agree to the jurisdiction of the courts in Columbia, South Carolina. Should it become necessary for Dr. Adams to institute an action to collect money due under this agreement, the contracting attorney, his/her firm, and his/her client(s) agree that the courts in Columbia, South Carolina shall have exclusive jurisdiction over such action and the interpretation and enforcement of this agreement. Further, if any provision of this agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the other provisions of this agreement will remain in full force and effect. Further, the contracting attorney, his/her firm, and his/her client(s) agree that they will be responsible for all expenses and attorney fees associated with any action brought by Dr. Adams to collect money due under this agreement or to enforce this agreement.

Entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_. **Case Name/Reference** \_\_\_\_\_

\_\_\_\_\_ Attorney, Individually

\_\_\_\_\_ Attorney, As Authorized Agent for Firm

\_\_\_\_\_ Attorney, As Authorized Agent for Client(s)

Please reach out with any questions. I can be reached by email ([adams.po@gmail.com](mailto:adams.po@gmail.com)), or by phone (801-707-5432).

Payments should be made out to Ian Adams and can be mailed to 2305 Blossom Drive, Columbia, SC, 29205. Other payment options are available, contact Dr. Adams for questions.