

FEE AGREEMENT FOR PROFESSIONAL SERVICES PERFORMED BY  
BHUSHAN S. AGHARKAR, M.D.

1. An hourly fee of \$800 is assessed for all professional services, except for courtroom testimony (see 5 below). These services include, but are not limited to: chart review, face-to-face clinical assessments, interviews with family members and other clinicians, interrogatories, telephone communications, meetings and discussions with attorneys or other interested parties, and courtroom and report/affidavit preparation.
2. A non-refundable replenishable retainer of \$16,000 is required before commencement of work on the case, unless prior arrangement is made, as an advance which initial expenses are billed.
3. All out-of-pocket expenses in connection with this matter shall be reimbursed.
4. In the event that travel is required to perform evaluations, reimbursement for transportation, lodging and meals is expected in addition to the \$800 hourly rate. For out of state evaluation or testimony the retaining attorney shall ensure in advance that any licensing problems or conflicts about expert function in that state have been satisfactorily resolved. The retaining attorney understands that my forensic work on the case is not the practice of medicine.
5. Fee schedule for testimony (deposition or trial) is billed at a minimum of eight hours (\$6400), regardless of how much time is spent testifying. Examinees who fail to appear for their duly scheduled independent medical examination, or fail to give at least five business days cancellation notice incur a charge of the time scheduled; rescheduling is at mutual convenience.
6. I shall be given at least two months' notice of deposition or trial in order to make adequate preparation. A retainer in the amount of \$16,000 is expected ten business days prior to commencement of testimony. If notification of cancellation is made less than two weeks before the scheduled deposition or trial, no refund of the retainer deposit as specified in this paragraph will be made.
7. Payment for my service and expenses is solely the responsibility of the retaining party and is expected within 10 business days of receipt of invoice.
8. Payment is in no way contingent on the outcome of any litigation or settlement.
9. Failure of any other party or counsel in any litigation to party expenses or witness fees, expert or otherwise, as prescribed by statute, court rule, court order or agreement shall not relieve your obligation to pay my fees and expenses for time spent in testifying or preparing to testify. Nor shall such failure relieve your obligation to have on deposit, prior to my testimony, the retainers discussed above.
10. I will send you a monthly statement, setting forth the nature of the services rendered since the prior billing, along with a listing of out-of-pocket expenses.
11. As my schedule fluctuates frequently, no dates of availability should be considered confirmed until retainer or Judge's authorization of funds is received.
12. I am unavailable the first week of March and the month of December for testimony.

If the foregoing fee basis meets with your approval, please indicate by signing this letter and returning it to me with your check for the retainer. Please keep a copy for your file.

AGREED AS TO FEE AND EXPENSE BASIS:

\_\_\_\_\_  
Attorney/Retaining Party Signature  
(signatory shall have the power to bind the law firm with regard to this contract.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney/Retaining Party Name (print)