

Mail all correspondence to the Santa Barbara office

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**RETAINER AGREEMENT**

CLIENT : «First\_Name» «Last\_Name», Esq.; «Firm»

CASE TITLE : «CaseTitle»

DATE : June 6, 2019

The undersigned client hereby engages Coast Rehabilitation Services, Inc. (CRS), with respect to the above-referenced case, to provide various Services, which may include any one of the following:

**SERVICES:**

In the course of its work, CRS may render the following services, based upon your choice of Specific Services requested, please see below:

• Review/summary of medical documentation. • Verbal and written communications with physicians and others.

• Review/summary of deposition and interrogatories. • Meetings with physicians and/or write to obtain functional

• Review/summary of work-related documents. limitations and pain factors as well as future care costs.

• Review/summary of earnings-related documents. • Research re future care costs (Life Care Plan).

• Comprehensive evaluation/interview with plaintiff. • Evaluate loss of ability to perform household-related chores.

• Vocational testing, if necessary. • Expert testimony at deposition and/or trial.

• Disability statistical research. • General research, interpretation, etc.

• Expert consultations. • Review of the literature.

• Write various schools attended to obtain educational • Report writing (Life Care Plan, Vocational Evals and Loss of

records Ability to Perform Household Related Chores & Duties Evals)

• Development of questions for opposing experts

**Specific Services Requested (Please mark in the box, to the left, the Specific Services that you are requesting we perform):**

 Adult Vocational Evaluation (Earnings capacity, both pre- and post-insult)

 Pediatric Vocational Evaluation (Earnings capacity at time of majority, both pre- and post-insult)

 Rebuttal - Vocational Evaluation (Evaluating counterpart recommendations and/or opinions)

 Loss of Ability to Perform Household Duties

 Adult Life Care Plan (Cost of Future Medicals)

 Pediatric Life Care Plan (Cost of Future Medicals)

 Rebuttal - Life Care Plan (Evaluating counterpart recommendations and cost factors)

 Wrongful Termination (Post-Employability & Earnings Capacity and Assessment of Duty to Mitigate)

 Analysis of Interactive Process and Reasonable Accommodations (ADA/FEHA)

 Dissolution of marriage to determine residual employability and earnings capacity

 Longshore and Harbor Worker and/or Jones Act case evaluations to determine residual employability and earnings capacity

 Develop list of questions for opposing expert at time of deposition and/or trial

 Other: (please specify)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**TERMS AND CONDITIONS:**

1. **Retainer**: Before services commence, we require a full retainer ($5,000)[[1]](#footnote-1) for each individual assignment, a signed Retainer Agreement, and pertinent documentation, to be submitted to our Santa Barbara office. A $1,500 designation fee is deducted from the $5,000 retainer and is non-refundable should the case settle prior to our intervention.
2. CRS reserves the right to require an increased retainer and/or continuing retainer for out-of-state cases, and/or when a poor previous payment record has been established.

**The retainer is not intended to cover the full amount of CRS fees but is considered an initial payment which is credited against future billings**. A retainer can be received by the party that signs the contract, or other parties, at the discretion of CRS. Furthermore, at the discretion of CRS, we will bill either monthly, or upon completion of our report, or post-deposition, or post-trial, for charges that are above and beyond the retainer amount. **By signing this document, you agree to pay invoices within 30 days of the date of the invoice**.

1. **Submission of Documents to CRS**: CRS requests that all documents that are available be provided at the time of submission of this Retainer Agreement and Retention Check. Frequently time is of the essence for our clients to obtain our reports, in order to expedite our work and completion of our work, it is very important that you submit all of the noted documents and information as quickly as possible. With regard to submission of records, the preferred medium is electronic/digital documents rather than hard copies, sent as attachments to email or, if they are too large, via compact disk.

**Documents usually required are as follows**: medical reports (both pre- and post-injury); response to form interrogatories by plaintiff and/or defendant; response to special interrogatories by plaintiff and/or defendant pertaining to damages, either vocational and/or medical; deposition of plaintiff and/or defendant and medical treatment specialist; employment-related documents; earnings-related documents; high school and college transcripts; names, telephone numbers and addresses of consulting physicians and/or IME’s; and any other information this office deems necessary.

### Documents and Information to be Provided to CRS:

• Signed Retainer Agreement • Retainer fee (if applicable)

• Case Initiation Document • Employment records

• High School/college records • Hospital records

• Medicals pre- and post-injury (all) • Deposition of Plaintiff

• Depositions of doctors • Copy of Cause of Action

• Interrogatories (form and supplemental) • Information pertaining to future exams

 • Insurance policy (if available) • CCS & Regional Center records, IEP’s and psychological records

• Social services records (if any) (pediatric)

• Designation of experts as retained both for plaintiff • Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 and defense \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Income Tax related records or 1099’s or W-2’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (earnings from year prior to accident) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Hold Harmless:**
2. CRS shall be held harmless at time of submission of report and in the future for client’s failure to submit documents in a timely manner or failure to submit all documents as requested.
3. CRS’s liability shall be limited to the dollar amount of the report/services rendered.
4. **Fees**:

Hourly rate\* $600.00/hour Trial testimony rate Half day $3,200, full day $6,400, plus travel.

Travel time $600.00/hour Expedite fees\*\* Professional hourly fees increased by 20%

Travel mileage $ .58/mile Designation fee $1,500.00 (non-refundable)

Deposition rate $800.00/hour

\* Professional hourly rate is charged regardless of who performed said services within the office of Coast Rehabilitation Services.

\*\*Report and/or opinion needed with less than 30 days' notice.

+ The rate quoted for fees above are the rates at time of retention and if rates change during the time frame that this office is retained to the time that the case concludes you will be responsible for said fees at time of change. Every effort will be made to advise you of rate change should they occur.

**Costs Reimbursable to CRS**:

Photocopies A) $.25/page plus $50.00/hour for CRS copying of file; or

 B) Actual charges plus administrative clerical time at $50.00/hour for copy charges

 outside of office

Faxes $1.00/page

E-mails Receipt and printing of records submitted to CRS via e-mail (5 pages or more), $.25 per page.

Telephone Extraordinary (i.e., conduct initial evaluations over the phone, 3-way conference

 calls; attorney intervention)

Overnight delivery charges Applicable rates for Federal Express, UPS, etc.

Parking fees Applicable rates as charged when attending depositions, meetings with attorneys, court room appearances, etc.

**Extraordinary costs such as airfare, overnight stay (hotel), taxi fare, bridge fares, parking fees, and large trial charts (for demonstrative evidence), plus any other extraordinary fee, shall be advanced by client prior to actual travel and/or testimony.**

**Interest Charges**: If the invoice is not paid within 30 days of the date of the invoice, you agree to pay interest charges calculated at a rate of 1% per month, which is an annual percentage rate of 12%. In accordance with our firm policies, we may elect to suspend further services if invoices remain unpaid 30 days after the date due, and we may elect not to resume any work until the account is brought up to date. **Responsibility for payment of invoices cannot be transferred to a third party.**

1. **Release of Reports and/or Opinions**: Unless otherwise agreed, you cannot release our report(s) to third parties and/or opinions to third parties until such time that payment is made relative to the overall fees based upon invoices as submitted. Furthermore, this office at its own discretion can refuse to participate in depositions and/or trials until such time as said fees are submitted.
2. **Designate and Hold**: You may wish to designate and hold the office of CRS or Mr. Bennett as your designated vocational expert and/or life care planner, and not have this office provide any services until further permission. The requirement for designation and hold is that you send $1,500, which is non-refundable, and our signed Retainer Agreement to CRS within five business days of your contact with this office. Upon receipt by CRS of the check and Agreement, CRS and/or Mr. Bennett will not make themselves available to other parties in the referenced case. **The $1,500 designation fee is non-refundable**. **Furthermore, if you or your office designates CRS and/or Mr. Bennett without signing said Agreement, the designation within itself will have the same force and effect as if you signed this Agreement and the $1,500 fee will still be due and payable along with the applicable finance fees from date of designation.**

It should be noted that in accordance with **California Code of Civil Procedure §2034.450, an expert must not be designated without his or her prior permission**. Upon designation you are required, per the provisions of this contract, to submit immediately to CRS the designation of Mr. Edward Bennett as your expert.

If you want Mr. Bennett to begin work at any time, simply send the additional $3,500 (the balance of the full retainer of $5,000) along with the pertinent documents.

1. **Expedite Fees:** For opinions required with less than 30 days' notice, normal professional fees will be increased by a factor of 20% (Please see Fees, section 4).
2. **Cancellations**: Plaintiff or Defense Appointments—

**Charges for two hours will be made if scheduled appointments are canceled with less than 24-hour notice.**

1. **Call On Balance Due/Client’s Payment Obligations**:

Verbal or Written Opinions—

* **Payment of all balances incurred to date is required prior to releasing opinions to any party.**

Depositions—

* **Payment of all balances incurred to date including anticipated charges for deposition preparation, pre-deposition meeting, travel time, is required no later than 24 hours prior to deposition**.
* Payment of minimal deposition fee by opposing counsel is required at start of deposition. Failure to pay will result in Mr. Bennett not being deposed.

Trial—

* **Payment of all balances to date including anticipated charges for trial preparation, pre-trial meetings, and travel time no later than 24 hours prior to trial**.

**It is understood that this office does not work on a contingency basis. We expect to be paid whether you win or lose the case.** Fees cannot be contingent upon the outcome or magnitude of the case, or the vocational or life care plan testimony in deposition and/or a trial. Furthermore, **we expect prompt payment, and payment is not contingent upon waiting for settlement of the case or for the trial to commence, etc.**

**CRS reserves the right to stop work, including testimony appearances (depositions, arbitrations, or court­room) when payment has not been received for outstanding invoices which exceed the retainer held by CRS**.

**Responsibility for payment of invoices cannot be transferred to a third party, agent, or another attorney’s firm, and it is the sole responsibility of the firm named as client above, or the attorney signing on behalf of the firm, or the attorney who has signed the contract with this office**. All fees and expenses are the direct obli­ga­tion of your law firm, regardless of the financial condition of your client or prospects of your reimbursement there from. Invoices submitted can be either single referral or consolidated multi-referral, and **each billing statement for the assignment incorporated within the invoice is considered a separate and distinct invoice within itself**, **notwithstanding whether it’s consolidated or single referral.**

**Disputes** **re billing -** The contracting firm as client above, or the attorney signing on behalf of the firm, or the attorney who has signed the contract, **shall have ten (10) days post submission of our report/invoice to raise any issues or con­cerns relative to payment of fees, or this office will assume that you have no issues or concerns relative to the billing.**

**Disputes re deposition fees** - The contracting firm as client above, or the attorney signing on behalf of the firm, or the attorney who has signed the contract, shall be responsible for deposition fees that are not paid by opposing counsel after reasonable attempts as made by this office.

**All checks are to be made payable to Coast Rehabilitation Services, Inc. (Tax I.D. # will provide upon request).**

Check bounce charge **$100.00**.

1. **Records Retention/Storage**: **This office is not to be considered the Custodian of Records other than for records generated by this office** (i.e., vocational reports, life care plans, household duties reports, etc.). **In that regard, we will maintain said files for six years**. With respect to records submitted for review, **said records will either be disposed of post-review, provided to your office at time of deposition, or returned to you prior to deposition**. **Post-deposition, these records will be destroyed or shredded and will not be stored by this office**.
2. **Forum & Venue**: The parties agree that the Superior Court of the State of California shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties arising out of or related to this Agreement.  The parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and each party waives any objection that it may have based on personal jurisdiction, improper venue or *forum non conveniens*.
3. **Governing Law**: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California without regard to conflict of law rules.
4. **Location Where Contract To Be Performed**: Coast Rehabilitation Services will carry out and perform all work needed to satisfy its obligations under the terms of this Agreement at and through its Santa Barbara, California office.  As such, all correspondence and submission of documents and records, is to be directed to its Santa Barbara, California office.
5. **Additional Terms**:
	1. It is specifically understood that this Agreement is between Coast Rehabilitation Services, Inc., and the firm named as client above, or by the attorney signing on behalf of the firm, or the attorney who has signed the contract, and not between Coast Rehabilitation Services, Inc., and the above-named plaintiff, defendant, or insurance carrier. CRS has no contractual relationship with such plaintiff, defendant, or insurance carrier, and such plaintiff, defendant, or insurance carrier is not a third-party beneficiary of these terms.
	2. **It is agreed that this contract, either single referral or multi-referral consolidated contact, will be considered a separate contract for each service requested for purposes of enforceability, and retainer monies will be required for each separate assignment**.
	3. **This Agreement may be terminated with or without cause upon written notice by either party to the other**. Such termination shall not, however, affect the right of CRS to collect fees for services performed or costs incurred prior to termination.
	4. Please promptly review all reports as generated. **If you feel something has not been covered, you are required to notify this office immediately so we can follow up re same**.
	5. Conclusion of Case: The contracting firms as client above, or the attorney signing on behalf of the firm, or the attorney who has signed the contract, is obligated/required per the provisions of this contract to inform CRS via letter form, accepted as either regular mail, fax, or e-mail, that the case has either settled and/or concluded prior to trial, and that we are to stop work. **If this office does not receive written correspondence relative to the aforementioned, and continues to provide services, said client is responsible for payment of all fees for services rendered, up through and past the conclusion of the case**.

f. CRS may recommend another expert, and CRS shall not be responsible for the actions of such expert and shall not be considered to be an agent of such expert. You will indemnify, defend, and hold harmless CRS from and against any claims, loss, costs, damages, and expenses (including reasonable counsel fees) arising from or relating to your failure to investigate and confirm the expert’s qualifications.

g. Entire Understanding: This agreement constitutes our full and complete understanding with you, superseding any and all previous statements, agreements, and understandings, written or oral, with respect to the subject matter of this agreement. The terms of this agreement may be supplemented or amended only in writing, signed by you and CRS, which would then be considered an addendum to this agreement. This agreement will be governed and construed in accordance with the laws of the State of California.

h. In the event that legal action arises pertaining to this Retainer Agreement, and CRS needs to hire an attorney or incur expenses to collect fees and costs due CRS, whether or not mediation, arbitration or a lawsuit is commenced, in addition to any other relief to which CRS is entitled, all of the attorneys’ fees and other litigation expenses incurred by CRS in pursuing the collection of such fees and costs/expenses shall be paid by the client to CRS.

i. In terms of enforceability, the firm named as client above, or the attorney signing on behalf of the firm, or the attorney who has signed the contract, agrees that a copy of this form (either a photocopy or a fax copy) has the full force and effect of the original.

j. Due to all of the numerous variables, CRS cannot guarantee the outcome of your case.

If you have any questions relative to the provisions of this agreement or need interpretation of same, please telephone our office immediately.

If this 5-page Retainer Agreement accurately sets forth the terms of our Agreement with you in the above-described proceeding, please acknowledge your approval by signing below.

Upon receipt of this 5-page signed Retainer Agreement (original or copy thereof) and Retention Fee, Coast Rehabilitation Services, Inc., is retained to provide a Vocational Evaluation, Life Care Plan, evaluation of Loss of Ability to Perform Household-Related Chores & Duties, and/or any other services requested by the contracting party. You then have authorization to use Mr. Bennett’s name and designate him as your expert with regard to Vocational Evaluation, Life Care Plan, evaluation of Loss of Ability to Perform Household-Related Chores & Duties, and/or other services as you have requested.

Entered into in Santa Barbara, California, on the date written below.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COAST REHABILITATION SERVICES, INC.

 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Edward L. Bennett, M.A.; CRC.; CDMS; D-ABVE; CLCP

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ «Firm»

 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 «First\_Name» «Last\_Name», Esq.

Enclosure: Fee Schedule

 Form Rev. 5-13-19

1. Retainer checks can be submitted by your office, by the plaintiff and/or defendant, or any other party. Regardless of who submits the retainer monies, the individual or firm who signs this contract is responsible for payment of fees above and beyond retention monies. [↑](#footnote-ref-1)