

## **RETAINER AGREEMENT**

This contract for the provision of forensic psychological or neuropsychological services is made between Dana Chidekel, Ph.D. (henceforth “I”) and \_\_\_\_\_ (henceforth “You”). It addresses the terms by which I will provide expert services to You in the matter of \_\_\_\_\_ (henceforth “The Case”).

- 1. CONDITIONS.** This agreement will not take effect, and I will have no obligation to provide services until You return a signed copy of this agreement, You have received a copy that I have countersigned, and I have received the retainer specified in Section 4 of this Agreement.
- 2. SCOPE OF PSYCHOLOGICAL SERVICES.** You are hiring Me as: (1) a consulting psychologist, (2) an evaluating psychologist.

As a consulting psychologist, I shall review records, review literature, critique other evaluations, provide referrals, help with psychological strategies, or perform other psycho-legal functions as mutually determined. I shall be prepared and available as an expert witness to provide declarations, attend depositions, and make court appearances with reasonable notification.

As an evaluating psychologist, I shall review records, review literature, critique other evaluations, and perform other psycho-legal functions as mutually determined. I shall conduct a clinical evaluation of the litigant, including any necessary psychological or neuropsychological testing and interviewing. I shall submit a formal written evaluation of My findings to You if You so request. I will take reasonable steps to keep You informed of My progress and to respond to Your inquiries. With reasonable notification, I shall be prepared and available to answer subpoenas and to testify about My opinions in a deposition, arbitration or trial.

No matter the capacity in which I serve, You understand that if I am informed of child or elder physical/sexual/emotional abuse or of an individual’s threats to harm him/herself or another person, I may be required or permitted to communicate this information to protective agencies. This duty to inform supersedes any protections or privileges that might apply to our work. Aside from this exception, I understand that anything that You say to me, that I say to You, or that I learn from anyone else regarding this litigation is to remain strictly confidential.

- 3. ATTORNEY DUTIES.** You agree to (a) notify Me of all parties and attorneys in The Case so I can check for conflicts of interest, (b) keep Me informed of relevant developments in the Case in a timely fashion, (c) provide Me with all non-privileged, relevant documents, evidence and other material, (d) respond to My voice and email messages in a timely fashion, (e) promptly notify Me of when or where I may be requested to appear to offer testimony, and provide Me options for the same, (f) meet with Me to prepare Me in advance of My providing testimony in deposition or trial, and (g) pay My fees as specified in Section 4, (h) provide reasonable notice

to Me of all Daubert, Frye, Rule 702 and similar challenges that seek to limit the admissibility of My testimony, and (i) consult with Me before drafting any answers to interrogatories that relate to Me or to My proposed testimony.

4. **TEST SECURITY.** Dr. Chidekel's examinations involve standardized administration of objective and validated psychological and neuropsychological tests whose effectiveness is compromised when the protected test questions are released to non-psychologists. Release of such protected test information is listed as a violation of the Ethical Principles of Psychologists and Code of Conduct ("Ethics Code") promulgated by the American Psychological Association and would be in violation of the Test Security position statement issued by the American Academy of Clinical Neuropsychology (AACN) in 2022. Additionally, the publishers of the psychological and neuropsychological exam questions, answers and other materials that divulge test questions and answers, consider these to be trade secrets as defined in Cal. Civ. Code, § 3426.1 and it is Dr. Chidekel's practice to respect and comply with this position.

Dr. Chidekel requests that her retaining attorney consult with her regarding discussions with opposing party's counsel relating to how any defense psychological or neuropsychological exams are to be conducted. Dr. Chidekel should be provided with any and all responses from opposing party's counsel regarding her retaining attorney's demand for a psychological or neuropsychological evaluation of the claimant party. Dr. Chidekel does not participate in evaluations where test security is jeopardized by stipulations and/or court orders issued in advance of an exam that mandate the release of protected test data to non-psychologists (i.e., direct release of data or audiotape of testing session to opposing counsel). She may recuse herself from a case should test security be compromised by either party. Dr. Chidekel will only release such materials to comply with a court order to do so and then, only so long as there is a protective order issued by the court in place.

5. **FEE PAYMENT OBLIGATIONS.** Hourly fees are charged according to the Fee Schedule for Legal and Professional Services for Dana Chidekel, Ph.D. Version effective March 1, 2024 (attached).

The Retainer is due prior to the commencement of any of My services. \$2,000 of this advance retainer amount is nonrefundable. The Retainer shall be deposited into a Credit Account specific to this matter, to be drawn out monthly and credited against fees for My services, cancellations and expenses. When the Case is resolved or should You determine that You no longer require My services, Your request for a refund of any Credit balance must be received within six months of the date on which My services for the Case have concluded. The Credit balance will be refunded to You within 30 days of My receipt of Your request.

I will invoice You for My services, cancellations and expenses on a monthly basis. Payment is due within 30 days of the date of invoice. You are responsible for paying the invoices in full, always maintaining at least 25% of the initial retainer amount in the Credit Account. Any time the balance of the Credit Account falls below 25% of the initial retainer amount, I will issue an invoice to You to replenish it. If the Credit Account is exhausted, I retain the right to cease further work on The Case until the account is current, per the terms above. In the event there is a balance outstanding over 60 days, interest will be charged at the highest prevailing rate. Balances that remain unpaid past 90 days will be subject to collection.

If I am asked to reserve time to provide expert testimony at trial, hearing, deposition, arbitration or in any other venue, I must receive payment, in full, a minimum of five business days prior to scheduled testimony for all balances due, if any, and for all anticipated costs for scheduled testimony, associated preparation and travel. If this condition is not met, I am under no contractual obligation to reserve time or provide testimony.

I will timely provide My Deposition Policy to Your office, which is to be forwarded to the opposition's lawyers. The Policy requires deposing parties to pay My deposition fees prior to My testimony. If the fees have not been paid prior to My testimony and You wish for Me to proceed, You agree to assume responsibility for payment of any of my deposition fees that remain unpaid after 30 days. In the event My fees are reduced by court order, You shall be responsible for paying the balance to equal My full fees as specified in the attached Fee Schedule for Legal and Professional Services (Version effective March 1, 2024).

- 6. COSTS AND CHARGES.** I will assume costs for common charges, including secretarial costs, telephone costs, and standard postal costs. Other costs, such as those incurred for materials sent by messenger or by overnight mail; extensive copying; parking; travel; nonroutine administrative activities; and charges I incur for research, including fees to procure materials and fees charged by consultants and research assistants whose services I employ, will be billed at the cost of the same to You and will be included in My invoice. Hotel accommodations shall be at facilities that are rated with, or that have amenities that are consistent with a rating of, four stars or above. Airline flights shall be direct, non-stop flights when available. I will travel coach class for flights of less than 90 minutes' duration. Longer flights will be via Business Class or First Class if Business Class is unavailable.

Thirty days after the conclusion of this engagement, I shall either return all files and records to You that You have provided (at your cost) upon Your written request, or I shall destroy those materials.

- 7. DISCHARGE AND WITHDRAWAL.** You may discharge Me at any time. I may withdraw with Your consent or for good cause. Good cause includes, but is not limited to, Your breach of this agreement, including Your failure to pay My invoice within 90 days of its issuance; a client's refusal to cooperate with Me; a discovery of a conflict of interest; My not being provided adequate time and resources to form a well-founded opinion; or any circumstance that would render My continuing to provide services unethical or unlawful. In the event of discharge or withdrawal, You remain fully liable for all accrued but unpaid fees, expenses and interest charges.
- 8. DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in My statements to You will be construed as a promise or guarantee about the conclusions or effects that My evaluation, consultation, and/or testimony has on the outcome of The Case. I understand that in all of My work, You want My honest and straightforward analysis and/or opinion, unbiased by any concern regarding the impact of My analysis and/or opinion upon the dispute and unaffected by whether that analysis and/or opinion will be helpful to one side or the other.
- 9. DISPUTES.** If I take action to collect a balance that remains unpaid past 60 days, I will be entitled to collect all outstanding monies owed plus reasonable costs for collection that I incur, including but not limited to administrative collection fees and reasonable attorneys' fees and

litigation expenses, whether or not a suit is filed. In the event of litigation regarding collection of unpaid invoices, if I prevail at all or in part, the Retaining Party will pay My hourly fee for the time I spend in connection with said litigation.

**10. JURISDICTION.** Each of the parties hereto irrevocably consents to the jurisdiction of the California State courts. Each party further agrees that any and all disputes arising out of, or in connection with, this Retainer Agreement or with transactions that are related to this Retainer Agreement and/or the relationship between parties shall be litigated solely and exclusively before the Superior Court located in the County of Los Angeles, State of California.

I have read and understood the foregoing terms and agree to them.

\_\_\_\_\_  
Your signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Your name (please print)

\_\_\_\_\_  
Your address and phone

\_\_\_\_\_  
Dana Chidekel, Ph.D.

\_\_\_\_\_  
Date

FEE SCHEDULE

Legal and Professional Services  
EIN#: EIN 20-4969484  
Effective: March 1, 2024

<u>Retainer</u>	\$15,000 (in CA) \$25,000 (outside CA)
<u>Neuropsychological/Psychological Assessment</u>	\$825.00/hr. (4 hr minimum)
Including:	Clinical Interview Test Administration and Scoring Preparation and Review of Written Report
<u>Review of Records/Research</u>	\$825.00/hr
<u>Clerical Costs for Record Management</u>	\$200.00/hr
<u>Travel Time</u> (portal to portal)	\$825.00/hr
<u>Consultation/Correspondence</u>	\$825.00/hr
<u>Deposition Testimony</u>	
On-line or in-person within 10 miles of Dr. Chidekel's Calabasas address	\$1100.00/hr (2 hr. minimum)
In-person more than 10 miles from Dr. Chidekel's Calabasas address	\$7500/full day (up to 6 hrs)
<u>All Other Testimony*</u>	\$6,500/half day
<u>Cancellation Charges</u>	

100% of fees for services cancelled with 0-48 business-day hours' notice. Minimums apply.

50% of fees for services cancelled with 48-120 business-day hours' notice. Minimums apply.

25% of fees for services cancelled with 120-240 business-day hours' notice. Minimums apply.

Late Payment Charges

12% annual interest compounded monthly for balances outstanding 30 days after billing date

\* "Testimony" is defined as participation - in person or remotely - in a bench or jury trial; due process hearing; arbitration; mandatory settlement conference; mediation; and any other circumstance, other than deposition, in which I testify about my expert opinion in the service of dispute resolution.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Dana Chidekel</b>		
	2 Business name/disregarded entity name, if different from above <b>Dana Chidekel, Ph.D., A Psychological Corp.</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. <b>26500 Agoura Rd., Ste 102-872</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Calabasas, CA 91302</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
2	0		-	4	9	6	9	4	8	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date ▶ 1/1/2024
------------------	--------------------------	-----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*