

Retention Agreement & Fee Sheet

Hourly Rates

John O. Ward, PhD	\$600
William H. Rogers, PhD	\$500
Economist	\$400
Specialists	\$250

Testimony & Travel Terms

- In-Person Deposition:** No retainer required. All in-person testimony for Dr. Rogers is scheduled at an agreeable Saint Louis metropolitan location. Invoiced at a **three-hour minimum** or actual portal-to-portal time from his Saint Charles location (including wait time), whichever is greater.
- Virtual Deposition:** No retainer required. Invoiced at a **one-hour minimum** or actual deposition length, whichever is greater.
- Trial Testimony:** Requires a **Trial Retainer**. In-person trial testimony is invoiced at expected portal-to-portal time from our office location against a minimum pre-paid retainer. Virtual trial testimony is invoiced at a **one-hour minimum** or actual trial length, whichever is greater.
- Preparation & Expenses:** Testimony preparation is invoiced at hourly rates and based on case complexity. Lodging and airfare will be purchased at fully refundable rates and invoiced at cost.
- Canceled Testimony:** If canceled within **two weeks**, a one-hour minimum or actual prep time is invoiced. If canceled after a non-refundable deadline, all incurred expenses (e.g. lodging/travel) will be invoiced to the retaining attorney.
- Daily Cap:** Fees for consulting, testimony, and travel are capped at **12 hours per day**.

General Terms & Disclosures

- Payments & Financial Responsibility:** The case-appropriate retainer or fee must be submitted with the requested case information. Payments may be made via check, ACH, Visa, MC, or AMEX. All invoices are Net 30.
- ♦ **Retainer Refunds:** In the event a retainer is refunded (e.g., due to trial cancellation), the amount returned will be **net of any third-party transaction fees** incurred by John Ward Economics, LLC during the initial receipt of payment (e.g., credit card merchant fees).
- ♦ **Third-Party Billing:** While John Ward Economics, LLC may accommodate requests to invoice third parties (e.g., opposing counsel for deposition testimony), the **Retaining Attorney/Firm remains ultimately responsible** for all fees and expenses incurred. By signing this agreement, the Retaining Attorney agrees that if a third party fails to remit payment within the specified terms, the Retaining Attorney will accept liability for the outstanding balance and will utilize their authority to ensure immediate payment is made.
- Late Fees:** All deposition invoices are Net 30. A **1.5% service charge** is added 7 days after the due date and every month thereafter.
- AI Data Processing:** John Ward Economics, LLC utilizes **Gemini** within a **Workplace Enterprise Plus HIPAA-compliant platform**. This secure environment allows us to organize and manage materials with increased efficiency while maintaining strict data privacy. Data processed through this enterprise platform is not used to train public models.
- Disclosure Requirement:** A signed Retention Agreement and Retainer Fee must be received before any expert from John Ward Economics can be disclosed in your case. We will not provide completed reports or testimony if there are unpaid balances.

Agreement & Signature

I have read and agree to the terms of this document:

Retaining Law Firm (Print Name)

Client or Case Name

Retaining Attorney (Print Name)

Retaining Attorney Signature

Date

Retainers & Fees*

☐ Base Fee (Non-refundable portion for all work)	\$1,750
☐ Stand-Alone Reports Life Care Plan, Household Services, and Basic Present Value (Data entry and interview time charged at the Specialists rate in addition to the base fee)	\$1,750
☐ Personal Injury Report (Life Care Plan data entry charged at the Specialists rate in addition to the fee)	\$5,250
☐ Wrongful Death Report	\$5,250
☐ Missouri Statutory Wrongful Death, Minor Child, Homemaker or Care Provider	\$3,250
☐ Employment Termination/Loss, Discrimination	\$4,000
☐ Commercial Damages or Class Action (Hours charged at the appropriate hourly rate)	\$17,500 (Retainer)

All Report Updates

(Hours charged at the appropriate hourly rate)

*Unless otherwise agreed