

# WITNESS RETENTION CONTRACT

1. This contract for witness services and is made by and between Court Ordered Programs, Inc. (“Witness”), and the Subpoenaing Party or Attorney of signed subpoena (“Client”). By signing the subpoena for personal appearance of Court Ordered Programs, Inc., and, or, any staff member constitutes acceptance of the “Witness Retention Contract” and the agreement of fees presented below. Witness will only become retained when proof of service of the Subpoena is filed, and this contract becomes binding. Witness has no duties to Client until such time.
2. In consideration of such retention and our mutual agreements, the parties agree that Witness will provide all documents requested in the Subpoena, as defined in the Evidence Code Division 8 Chapter 3, to the Client the above services subject to any delays due to Acts of God, governmental action or any other causes beyond Witness’s reasonable control. Witness will: Formulate with honesty and due care, and truthfully express Witness’s opinion(s) in those areas (and only those areas) where Witness feels qualified to render an opinion and where Client has requested an opinion; however, Witness is under no duty to provide or express opinions if Witness is given time deadlines, or cost-based or other restrictions by Client that would not reasonably allow Witness in good faith to formulate and express his opinions with reasonable care.
3. Client’s duties specifically include, but are not limited to: (a) Promptly providing Witness with copies of or access to all non-privileged, arguably relevant documents and evidence in this matter so that the Witness may consider any exceptions that may have arisen in regards to Therapist-Client confidentiality; (b) Promptly notifying Witness of testimonial and other deadline dates; (c) prompt payment for all work done and expenses incurred by Witness at the end of each calendar month. Witness shall have the absolute right to withdraw from the case, without any liability, if Client violates any of the duties set forth above.

## **Fees:**

4. All professional time required is billable; no free time will be given for travel, telephone calls, or any other tasks reasonably associated with the performance of professional duties.

### **Billable Time:**

Daily Rate per witness subpoenaed	\$450
Daily Rate per motion to compel	\$950
Production of Documents Preparation	\$150/hr at 6 (six) minute increments.
Telephone/eMail Drafting & Communication	\$150/hr at 6 (six) minute increments.

***Rescheduling and Cancellation:*** If witness is scheduled for a consultation, deposition, court testimony or any appearance and the case is settled or delayed, witness’s fees for the daily rate services remain the same. Client can avoid charges for events requiring rescheduling or cancellation by notifying witness at least 3 business days in advance of the scheduled event.

5. Client will be billed on the 1<sup>st</sup> day of each month for the work performed of the previous month.
6. This Agreement, which constitutes the entire understanding between the parties, shall be construed under California law as if written by both parties and all services provided in Los Angeles County, California, where venue and jurisdiction shall lie for any controversy, claim or dispute arising out of or in connection with this matter.

**SIGNATURE:** By filing for and signing a subpoena for personal appearance of Court Ordered Programs, Inc., and, or any staff members you also sign and accept the terms of this contract along with the fees presented within the contract. By dating a signed subpoena for personal appearance of Court Ordered Programs, Inc., and, or any staff members you also date this contract.