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Information for Attorneys Regarding Services as Expert Witness or Expert Consultant

Expert Witness: If I testify or otherwise communicate with the Court, such as through a written report, I will do so as an unbiased expert. In order to safeguard my ability to be unbiased, unless and until you inform me that there is no possibility I will testify, I will refrain from acting in a partisan capacity (e.g., suggesting litigation strategies). I will nevertheless be available to you to discuss any aspect of my opinion and testimony.

Expert Consultant: If I act as your non-testifying consultant, I will assist you in developing strategy or in any other manner you request. At your discretion, I will review records you supply, interview or conduct psychological testing of your client, and provide oral and/or written feedback to you.

General considerations: The more complete the information available to me, the more reliable my feedback and opinions will be. Opinions that I offer will be limited by the information available to me; for example, I cannot offer expert opinions about a party whom I am unable to examine directly. My understanding is that, unless and until I am disclosed as your expert, information I receive and feedback I provide is protected by attorney-client privilege and I am prohibited from disclosing it without your permission. I will make notes to facilitate my work, which I will provide to you on your request. My understanding is that my notes and any communication between us, including emails, are subject to discovery if you disclose me.

Fees and expenses: My fee for expert consultant and witness work is \$400/hour. The hourly rate includes time spent on the telephone, reviewing written material, developing feedback and opinions, report preparation, correspondence, preparation for testimony, and any other time spent directly on your case, other than for court appearances and depositions (see below). Time set aside for meetings or phone calls with you is billed against the retainer unless the meeting is cancelled in advance. Travel time is billed at \$150 per hour, to and from my office. Travel time outside of usual working hours may be billed from my home. Expenses directly attributable to my work as your consultant or witness, such as lodging, personal car mileage, airfare, car rental, and meals while travelling, are billed against the retainer.

Testimony: My fee for court and deposition testimony is \$500.00 dollars per hour. Court appearances are billed with a minimum of four hours (\$2,000); the fee is charged for all time I am in the courthouse, regardless of whether all such time is spent testifying. Travel time and expenses are also charged. Sufficient funds must be present in the retainer before the court appearance will be scheduled. Deposition fees may be paid as late as the beginning of the deposition, so long as written guarantee is received from the deposing attorney that the fee will be paid. Court or deposition testimony must be scheduled at least 10 working days beforehand; I may reduce this lead-time requirement under extenuating circumstances. Scheduled court or deposition testimony cancelled with less than two full working days' (48 hours, not counting weekends or holidays) notice will be charged for, regardless of the reason for cancellation, including settlement of the case.

Mandated abuse reports: Regardless of attorney-client or other privilege, I am a mandated reporter of suspected abuse or neglect of a child, elder or dependent adult. If information I receive as your consultant gives rise to reasonable suspicion of such abuse or neglect, I must immediately make a

report to the appropriate agency, which will decide whether to take further action. My understanding is that these agencies are prohibited by law from disclosing my identity as the reporting person.

Retainer: I require a refundable retainer sufficient to cover anticipated work. I am not available for discussion of the case until the retainer is received. I will provide updates regarding the status of the retainer on request and when the retainer needs to be replenished. If the retainer is exhausted, I will discontinue work and will not be available to discuss the case until the retainer is replenished. Unused retainer will be refunded upon your written request.

Please sign and date below to indicate your acceptance of the above terms. Thank you.

Case Name:

Attorney name (please print):

Attorney signature:

Date: