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**RETAINER AGREEMENT  
WORKERS' COMPENSATION & SIBTF  
Effective Starting April 1, 2019**

The following are the rates and terms by which Diaz & Company agrees to be retained to provide Vocational Expert Witness services on all cases. Please review, sign below, and return to Diaz & Company, Inc., along with fee deposit and case records (depositions, tax returns, medical records)

1. Retainer: A retainer fee of \$1,000.00 is required prior to commencement of services. A retainer fee of \$3,000.00 is required prior to the commencement of services on a rush basis. A retainer fee of \$500.00 is required prior to the commencement of services for Preliminary work-up.
  
2. Rates: From 12/31/2017 to 3/31/2019, billing of case development services and travel is at \$225.00 per hour. Billing for hearings or trial testimony is at \$275.00 per hour. Travel costs are billed on a portal-to-portal basis at \$225.00 per hour.

*Effective 4/1/2019, billing of case development services and travel is at \$250.00 per hour. Billing for hearings or trial testimony is at \$300.00 per hour. Travel costs are billed on a portal-to-portal basis at \$250.00 per hour. Billing of case development services and travel for Rush reports is at \$300.00 per hour.*

3. **Payments:** Diaz & Company will serve their vocational opinion report and invoice for services rendered to applicant's attorney. Applicant Attorney is to serve our report to Defendants for payment immediately.

**Diaz & Company will begin collection efforts with defendants thirty (30) calendar days after serving their vocational opinion report.**

**If Diaz & Company is unable to obtain payment in full from defendants within sixty (60) calendar days of serving our report, we will inform applicant's attorney. Applicant's attorney will then issue payment in full to Diaz & Company within two (2) weeks.**

**Our fees are never contingent upon the results of settlement, trials, or rulings. This will preclude the appearance that any fee-contingent relationship exists. The office retaining Frank P. Diaz and Diaz & Company shall have the principal obligation of securing full payment of fees incurred for the services rendered by Frank P. Diaz and Diaz & Company.**

4. Shared Payment Responsibility: It shall be the referring party's responsibility to inform Diaz & Company promptly when payment responsibility is to be shared with any other party, such as when co-counsel is involved.
5. Fee Estimates: When requested, fee estimates will be provided, but shall not be considered binding.
6. Cost Advances: For any case requiring significant expenses on the part of Diaz & Company (such as plane fare), referral source agrees to send estimated corresponding payment in advance. Cost advances are applied to case expenses and any unused portion is fully refundable.
7. Depositions: Payment for my Depositions is to be received 24-hours prior to the date of the deposition, unless otherwise agreed to. If not received 24-hours in advance, the Deposition will be cancelled.
8. Cancellations: Should an evaluation, deposition, or trial testimony be cancelled with less than twenty-four (24) hours (one working day) of notice, a cancellation fee equivalent to the time reserved will be charged.
9. Transfer: In the event that this file is transferred to another attorney outside of your firm, for any reason, all monies due up until the date of transfer will remain your responsibility, unless we have received written notice from the party to whom file was transferred that he/she/they accept full responsibility for such charges.
10. Acceptance Agreement: By signature below, the undersigned confirms that he/she has read the terms of this agreement, that he/she is duly authorized to execute this agreement, and that he/she agrees to be bound by its terms.
11. Time Frames: This agreement allows for five (5) calendar days in all the above-mentioned time-frames in order to allow for mailing errors or delays.