



### **Retention Contract:**

Webber Legal Nurse Consulting's customary fees for legal evaluation, analysis and testimony are as follows: \$150 per hour for medical record reviews and summaries, \$200 per hour for Life Care Plans, \$300 per hour for deposition/ testimony time, and \$150 per hour for litigation casework. Travel and/or miscellaneous expenses will be billed in addition to the aforementioned fees. If requested, a fee estimate can be provided, however, due to the specifics of each case, it is understood that we cannot quote the full charges. Rate changes will be communicated immediately upon identification of such need prior to completion of the case file.

A non-refundable retainer of \$1000 is required upon referral of a legal case and before listing Michele Webber, RN, CLNC as an expert. Charges for services will be billed against the retainer, and thereafter, a monthly billing invoice can be expected. Invoices are due upon receipt unless alternate arrangements have been made in advance. Interest at the monthly rate of 1.5% will accrue on unpaid invoices that are more than 60 days past due. Pre-payment at the rate of \$400 per hour is required for discovery deposition. A 2 hour minimum (\$800) will be charged unless additional time is needed and specified in advance. An invoice for reserved time will be faxed, emailed, or mailed. Travel related expenses, if applicable, will be billed to the deposing counsel thereafter. Webber Legal Nurse Consulting deponent will appear for testimony only if payment is received one week ( five business days) in advance of the scheduled deposition time. Schedule changes are anticipated, however, less than 72 hour cancellation notice will result in a 50% late cancellation fee. There will be no refund if less than 48 hour notice is given for cancellations.

The legal representative hereby guarantees payment and assumes full responsibility for payments of all amounts which become due under the terms of this agreement. Payment of fees shall in no way be contingent upon outcome of a case.

Webber Legal Nurse Consulting LLC reserves the right to withhold final reports if payment of fees is tardy until accounts are brought current. Additionally, all outstanding fees must be made prior to appearance at trial or deposition.

In the event of a dispute arising out of the execution of this agreement, or any claimed breach thereof, the substantially prevailing party shall be entitled to recover reasonable attorney fees together with reasonable costs, whether taxable or not. The matter shall be submitted to adjudication in accordance with the State Bar Association or the Mandatory Arbitration Rules then in effect for the Superior Court of Onondaga County, State of New York, without regard to the amount in the dispute or the nature of the relief sought. Webber Legal Nurse Consulting shall have the sole discretion to elect which of the two adjudication procedures shall be used.

**Acceptance of Contract:** The undersigned acknowledges that she/he has read the retention contract and hereby agrees to be bound by its terms. The undersigned agrees that this retention contract shall apply to any cases referred to Webber Legal Nurse Consulting will duly execute this agreement on behalf of the referral source.

Case Name:

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Printed Name of Referring Party:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Please make check payable to Webber Legal Nurse Consulting and mail to:  
5015 Derringer Dr.  
Jamesville, NY 13078