

**HANKINS & HANKINS VOCATIONAL CONSULTING  
RETAINER AGREEMENT**

**PHASE I**

Phase I pertains to my retention as a consultant or expert witness and initial service provision. Retaining my services as a consultant or expert witness will result in a minimum fee of \$2,000.00. My receipt of this retainer fee and a signed retainer agreement gives a referral source the right but not the obligation to designate me as an expert witness in the case of interest. Under no circumstances is my name to be used or listed as a vocational or rehabilitation economic expert for litigation purposes without receipt of this retainer fee and a signed retainer agreement. After completion of this case retention process, and after relevant information is obtained, a case analysis (typically including an independent vocational or rehabilitation economic evaluation) will be performed. An oral summary of my preliminary findings will be available upon request.

**PHASE II**

Phase II pertains to the preparation of a written report that will include a detailed description of my analysis and findings. After Phase I, a written report will be prepared only if requested. If more than the minimum hours (which are covered by the minimum fee) are required to complete the work assignment (e.g. due to case complexity), all additional time will be billed at an hourly rate of \$250.00 (charges will be calculated in 15-minute increments). The charge for additional time spent on the assignment, if any, will be due upon receipt of invoice. The referral source may notify me at any time during Phase II to stop work and will only be liable for the time worked in excess of the base hours worked (i.e. in excess of what is covered by the minimum fee).

**PHASE III**

Phase III pertains to all services rendered following submission of a written report. Such services include case consultation, pre-trial deposition testimony and/or trial testimony. The charge for the time necessary to perform these services will be per my fee schedule. As payment for services is completely independent of case outcome, all charges (including prepayment of deposition/trial appearance and any other anticipated fees and expenses related to presentation of testimony) must be paid in full prior to my presentation of deposition or trial testimony. There is no obligation or commitment for me to make a deposition or trial appearance unless all outstanding balances have been paid in full prior to the scheduled date for my testimony. Any unanticipated fees and expenses (e.g. unanticipated time necessary for presentation of testimony) will be due within ten business days of my deposition or trial appearance. During this phase, I request prompt notification of any motion *in limine* (e.g. Daubert motion) filed by opposing counsel attempting to exclude admission of part or all of my testimony.

**PAYMENT RESPONSIBILITY**

This retainer agreement is between the referral source and A. Bentley Hankins (doing business as Hankins & Hankins Vocational Consulting). Thus, the referral source (and not the referral source's client) is ultimately responsible for payment of all incurred charges. Payment in full is due upon receipt of invoice. Balances not paid within 30 days may incur a 2.0% monthly service charge. After a case is closed or settled, fees are not available for retrospective negotiation and cannot be linked in any way to case outcome. If the referral source violates the terms of this retainer agreement, he or she is responsible for all legal fees and court costs associated with resolution of the dispute. The venue for any such legal action shall be the courts of Washington County, Tennessee.

**CONSULTING/EXPERT WITNESS ROLE(S)**

It is important to understand the distinction between my role as a consultant and expert witness. As a consultant, my role is limited to assisting the referral source in understanding the strengths and weaknesses of his or her client's case. However, as an expert witness, my role also includes educating the trier of fact regarding relevant matters that can be expressed within a reasonable degree of vocational or rehabilitation economic certainty. Whether serving as a consultant or expert witness, I have an ethical responsibility to seek and present the truth (in my area of expertise) as best can be determined based on available information. Given this ethical responsibility, the referral source must recognize that my conclusions may not always be consistent with, or favorable to, his or her client's position in a case.

**ACKNOWLEDGING SIGNATURES**

If these terms are agreeable to you, please sign where indicated below and return this retainer agreement to me with the retainer fee. In doing so you are agreeing to be bound by the terms described above. Thank you for the referral and I look forward to working with you on this matter.

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Referral Source

\_\_\_\_\_

Date

\_\_\_\_\_

A. Bentley Hankins, Ph.D.

\_\_\_\_\_

Date