

BENJAMIN T. BJERKE, MD, MS

Fellowship-Trained & Board Certified Spine Surgeon
expertspinesurgeon.com | bjerkespine@gmail.com

Scheduling & Payment Policy for Legal Services

I consider it a privilege to provide expert and independent legal counsel, witness, and trial testimony when needed. Please contact bjerkespine@gmail.com to schedule an appointment or to arrange a consultation. Due to privacy laws, any request for testimony must be accompanied by the appropriate written signed release from the patient. Electronic records are preferred when possible.

<u>Retainer:</u>	\$1500, non-refundable; fees to be drawn from retainer
<u>Trial Testimony & Expert Witness Fees:</u>	\$1000/hour or \$8000/day \$500/hour for file review or preparation time \$250/hour for travel outside Boulder/Denver area
<u>Deposition Fees:</u>	\$1000/hour, pro-rated in 15-minute increments
<u>Conference Fees:</u>	\$500/hour, pro-rated in 15-minute increments
<u>Telephone Conferences:</u>	\$500/hour, pro-rated in 15-minute increments
<u>Independent Medical Examination (IME):</u>	\$675/exam \$500/hour for complex review past 45 minutes

Payment Due: Payment for is due 7 days before an anticipated trial testimony, expert witness, or deposition.

Cancellations: Cancellations less than 3 business days prior to the scheduled service will not be refunded. Cancellations between 3 and 7 days before the scheduled service will be refunded 50%.

Payments can be sent to:
Benjamin Bjerke, MD LTD
PO Box 1594
Boulder, CO 80306

Sincerely,



Benjamin Bjerke, MD
917.837.0302
bjerkespine@gmail.com

EXPERT WITNESS RETENTION CONTRACT

Re: **Client**

1. This contract for forensic security consulting services in connection with the above referenced matter only, is made by and between Benjamin Bjerke, MD LTD ("Expert"), and the undersigned attorney/law firm ("Client"). Expert will only become retained when Expert receives a Retainer of \$1,500 and this signed Contract.
2. In consideration of such retention and our mutual agreements, the parties agree that Expert will provide the above services subject to any delays due to Acts of God, governmental action or any other causes beyond Expert's reasonable control. Expert will: Formulate with honesty and due care, and truthfully express Expert's opinion(s) in those areas (and only those areas) where Expert feels qualified to render an opinion and where Client has requested an opinion; however, Expert is under no duty to provide or express opinions if Expert is given time deadlines, or cost-based or other restrictions by Client that would not reasonably allow Expert 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 Expert with copies of or access to all non-privileged, arguably relevant documents and evidence in this matter; (b) Providing Expert with prompt notice of any motions *in limine*, or other pre-trial motions made by anyone to restrict, exclude or in any way limit Expert's testimony or participation in the underlying legal matter; (c) Being available as reasonably requested to meet with and prepare Expert prior to anticipated/scheduled testimony; and (e) Promptly notifying Expert of testimonial and other deadline dates. Expert shall have the absolute right to withdraw from the case, without any liability, if Client violates any of the duties set forth above.
4. Client shall provide payment according to attached payment schedule.
5. Client will be billed as necessary to replenish the Retainer and/or to pre-pay for immediately anticipated work/expenses. If Client wishes Expert to continue work, Client shall ensure such replenishment or pre-payment. In general, no work or travel will be done, reports or testimony provided, or expenses incurred unless sufficient funds are in the Retainer. Any unused monies remaining in the replenished Retainer at the end of the case will be refunded. Fees/expenses may be increased 12 months after retention.
6. This Agreement, which constitutes the entire understanding between the parties, shall be construed under Colorado law as written by both parties. Any such controversy, claim or dispute shall be resolved through binding arbitration in accordance with the then applicable rules of the American Arbitration Association. Any resulting arbitration award will be enforceable in any state or federal court, and the prevailing party shall be entitled to recover reasonable attorney's fees and costs.



Benjamin Bjerke, MD
Benjamin Bjerke, MD LTD
Boulder, CO
Federal Tax I.D. 82-7388915
Dated: _____

x _____
Client / Authorized Signer
Print Name: _____
for Law Office: _____
City, State: _____
Dated: _____