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## 2025 MEDICAL EXPERT CONSULTING FEE AGREEMENT

This agreement is entered into on \_\_\_\_\_ (date) by and between Jed Horowitz, M.D., F.A.C.S., the consultant, (hereinafter "Dr. Horowitz") and \_\_\_\_\_ (Attorney, hereinafter the client-attorney). This agreement procures the medical consulting services of Dr. Horowitz concerning the case of \_\_\_\_\_ (case/client name).

### I. Background

- A. Dr. Horowitz shall provide services for the client-attorney as an independent contractor. Payment to Dr. Horowitz is not dependent upon the findings rendered by Dr. Horowitz, upon the outcome of the legal action, mediation, arbitration, or upon the amount or terms of a settlement of the underlying legal issue.
- B. The client-attorney has had the opportunity to review Dr. Horowitz's credentials, and by entering this Agreement agrees that Dr. Horowitz is qualified to perform the requested services.
- C. By signing this agreement, the client-attorney has reviewed this Agreement and consents to the terms.

### II. Retention

- A. Dr. Horowitz shall not provide services to the client-attorney until this agreement is signed and returned to Dr. Horowitz along with the retainer fee, as defined below.
- B. Dr. Horowitz agrees not to provide consulting services for another person or party involved in this case, on matters related to this case, upon acceptance of the retainer fee, set forth below. In the event that two weeks lapse from the date that Dr. Horowitz is verbally retained, without receipt of the retainer fee and signed consulting agreement, Dr. Horowitz is free to accept medical expert consulting work from any other person or party.

### V. Fee Schedule

The fees for services provided by Dr. Horowitz and his staff are as follows:

- A. The client-attorney is responsible for the payments of all fees and expenses to Dr. Horowitz, as outlined in this Agreement, notwithstanding the client-attorney's relationship with third parties, contingency arrangements, or any party he represents. This responsibility cannot be avoided by the client-attorney by signing this Agreement as "agent" for his client or in any other way so as to shift responsibility for Dr. Horowitz's fees to someone else.

B. **Retainer Fee:** At the time of the execution of this agreement, the client-attorney shall render to Dr. Horowitz a non-refundable retainer fee in the amount of **\$5,775.00**. This retainer fee shall be paid prior to the initial medical records review and remain throughout the course of expert services.

C. **Consultant Fees:** The client-attorney shall compensate Dr. Horowitz at the rate of **\$915.00** per hour for tasks performed under this agreement, including but not limited to initial consultation/examination of the patient, medical/legal report following the examination, case/chart review, pre-trial preparation, research, telephone consultation, and consultation with counsel. Consultant fees are to be billed by the tenth of an hour.

D. **Transportation fees:** The client-attorney shall compensate Dr. Horowitz at the rate of **\$915.00** per hour for transportation time to and from Dr. Horowitz's office to the remote location. Transportation fees are to be billed by the tenth of an hour.

E. **Deposition Fees:** The client-attorney shall compensate Dr. Horowitz at the rate of **\$1,890.00** per hour for time spent testifying at a deposition. This rate applies to a pre-arranged length of time for the deposition, agreed upon by the client-attorney and Dr. Horowitz prior to the deposition. Deposition time in excess of the prearranged length shall be billed by the tenth of an hour. Time spent preparing for the deposition or reviewing deposition transcripts or notes after the deposition will be billed at the consultant fee rate. Deposition fees do not include transportation fees and additional costs.

F. **Court Appearance:** The client-attorney shall compensate Dr. Horowitz at the rate of **\$8925.00** per half day (4 hours). A court appearance is reserved as either a half or full day. Time spent in excess of the scheduled half or full day shall be billed by the tenth of an hour. Court appearance fees do not include transportation fees and additional costs.

G. **Additional Costs:** Additional costs and out-of-pocket expenses incurred by Dr. Horowitz or his staff while providing medical consulting services for the client-attorney shall be billed at cost. Such costs and expenses include, but are not limited to transportation, parking, photocopying, fax, mail, and delivery charges.

## VI. Billing

A. **Invoices:** Dr. Horowitz will tender invoices for his work product. Billings not paid will be noted as "Previous Balance" on the invoice.

B. **Payment of Fees:** Payments shall be made out to Dr. Jed Horowitz. Payment is due within **30 days** of the invoice date, subject to the exceptions below. If a bill remains unpaid for sixty or more days after the invoice date, Dr. Horowitz reserves the right to refrain from performing additional services for the client-attorney on all cases that Dr. Horowitz is working on for the client-attorney's firm, until outstanding invoices are paid.

C. **Prepayment of Court Appearance and Deposition Fees:** Court Appearance and Deposition fees are based on prearranged length of time and must be paid in full not less than **10** business days prior to the scheduled event. An appearance will **not** be scheduled without payment. Dr. Horowitz will tender an invoice for any additional time spent more than the pre-arranged time. Payment for such excess time

is due within **7** business days of the invoice. Fees not paid within **7** business days after the invoice date will be charged a late fee of **1.5%** per month.

1. **Court Appearance Fees:** Court appearance fees for a half or full day must be paid in full not less than **10** business days prior to the scheduled date of the court appearance. An appearance will not be scheduled without payment. Dr. Horowitz will tender an invoice for any additional time spent at the court appearance, in excess of the pre-arranged time. Payment for such time is due within **7** business days of the invoice. Fees not paid within **7** business days after the invoice date will be charged a late fee of **1.5%** per month.
2. **Cancellation Notice:** The client-attorney shall provide Dr. Horowitz in writing with an advanced notice of cancellation of a scheduled deposition or court appearance, at least **5** business days prior to the scheduled date. Less than **5** business days advance notice of cancellation will require full payment of the scheduled deposition time or court appearance.

**D. Late fees:** Interest on delinquent accounts will be charged at the rate of **1.5%** per month to bills not paid within **30** days of the invoice date.

**E. Billing Questions:** Requests for corrections or questions regarding specific billing invoices must be submitted to Dr. Horowitz within **15** days after the invoice date in question.

**F. Fees Change:** Fees are subject to change effective January 1 each year. Fees will increase a minimum of 5% unless otherwise notified in writing.

## **VII. DISPUTES**

**A.** In the event of a dispute arising between Dr. Horowitz and the client-attorney regarding this agreement, the parties agree the venue for such action shall be in Orange County, California.

**B.** In the event that Dr. Horowitz is required to retain the services of an attorney to enforce the provisions of this agreement, including collection costs, the client-attorney agrees to pay reasonable fees and costs incurred by Dr. Horowitz, provided Dr. Horowitz is the prevailing party in such a matter either by settlement, litigation or otherwise.

## **VII. Governing Law**

- A.** This Agreement shall be governed by the laws of California.

## **VI. Entire Agreement/ Modifications**

**A.** This Agreement represents the full and final agreement between Dr. Horowitz and the client-attorney to provide medical consulting services in the aforementioned case. By signing this agreement, Dr. Horowitz and the client-attorney agree that all prior communications are merged into this Agreement.

**B.** No modifications to this agreement shall be binding unless in writing and signed by the parties, Dr. Horowitz, and the client-attorney.

**X. Termination**

A. The client-attorney may terminate this Agreement, upon 30 days written notice, for any reason. Upon termination of Dr. Horowitz’s services, the client-attorney shall immediately pay all fees and expenses incurred by Dr. Horowitz.

B. Dr. Horowitz may terminate this Agreement, upon 30 days written notice, for any reason. Additionally, Dr. Horowitz may terminate this Agreement if the client-attorney has failed to render payment for Dr. Horowitz’s service within **60** days of the invoice date. Termination does not relieve the client-attorney from payment for services rendered or expenses incurred.

By entering into this agreement, the client-attorney accepts the terms of this contract and the aforementioned fee and payment schedule. I accept the terms of this agreement:

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Dr. Jed  
Horowitz, Medical Consultant Tax ID 12-9384088

Client-Attorney Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print: \_\_\_\_\_ Date: \_\_\_\_\_

***Please sign and return one copy with a retainer check to the above address made out to:  
Jed Horowitz, MD***