

**JAYE-JO PORTANOVA, M.D., INC.**  
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**WWW.JAYEJOPORTANOVAMD.COM**  
**TORRANCE CA 90503**  
**424-275-4043**

**EXPERT ENGAGEMENT AGREEMENT**

The Law Offices of \_\_\_\_\_,  
on behalf of their client \_\_\_\_\_,

here after referred to as Client, engages Jaye-Jo Portanova as a work product consulting expert, and potential testifying expert on issues relating to in connection with

\_\_\_\_\_, Case No. \_\_\_\_\_.

1. Client’s counsel is engaging Dr. Portanova as a reviewing and didactic expert witness, on child custody psychiatric issues, not as a child custody evaluator, treating physician or therapist.
2. Unless and until Client’s counsel formally designate Dr. Portanova as a testifying witness or offer her declaration into evidence, Dr. Portanova will serve as a confidential, work-product expert consultant to Client’s attorneys. Dr. Portanova will disclose her data and analysis to Client’s attorneys, and to no other person. All communications with Dr. Portanova related to this matter are privileged under California Evidence Code §952 and Code Civ. Proc. §2018.020 et seq. unless and until Dr. Portanova is designated as Client’s expert witness.
3. Dr. Portanova will review the reports of \_\_\_\_\_ and then consult with Client’s counsel to discuss her potential designation as a testifying expert in this matter.
4. In the event that Client’s counsel designates Dr. Portanova as an expert witness, she will disclose all data, communications and analysis to the Court, and to opposing counsel in discovery or testimony to the extent required by law. Once she has been designated as an expert, anything that Dr. Portanova has learned in connection with the case is no longer confidential within the case itself, and may be disclosed in the course of the litigation to the Court, the parties’ counsel, and any experts retained by the parties or appointed by the Court at the time, and in the manner prescribed by law.
5. Dr. Portanova will review documents provided by Client’s counsel, engage in research and, if requested, present expert testimony by declaration and orally concerning issues relating to child custody and visitation. Client’s counsel will set up a Dropbox with pdf documents for Dr. Portanova’s review as needed

Dr. Portanova makes no prediction as to whether her findings will be favorable to Client's position in the litigation. Dr. Portanova will conduct her analysis objectively, professionally, and independently, in exactly the same fashion that she would if appointed by the Court as the Court's expert. For purposes of her opinion testimony, she will treat case-specific facts as hypothetical facts.

6. Counsel will not serve or file any expert designation, Fam. Code §271 notice or other description of the scope of Dr. Portanova's testimony without her approval.

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7. Client shall pay Dr. Portanova at the rate of \$650 per hour, and an initial refillable retainer with a minimum of \$9,000 (larger amount depending on scope of work requested) due and payable forthwith. The Client agrees to a one-time non-refundable administrative fee of \$650. Dr. Portanova's minimum charge for appearance at a meeting away from her office, or at court or deposition is \$4,800. Dr. Portanova will bill for her time in increments of .10 hours (six minutes), and for appearances at the minimum rate of \$4,800 per half day or \$7,000 per day.

8. Dr. Portanova may increase her fees upon 30 days written advance notice to Client's attorney.

9. Client must replenish the refillable retainer, a minimum amount of \$9,000, at Dr. Portanova's request as fees are earned, so as always to keep a positive balance in an amount of at least \$3,500. Dr. Portanova may require a greater sum for the refill based upon the tasks she has undertaken to perform, or the sum required herein for being on call or testifying, whichever is greater.

10. Dr. Portanova is not obligated to take any action on behalf of Client until the entire retainer has been paid or refilled. Client understands that the total fees may well significantly exceed the amount of the initial retainer. Dr. Portanova may apply any portion of funds paid to her to costs incurred on Client's behalf and to any unpaid fee balance.

11. Dr. Portanova offers no assurances concerning her availability to appear or testify on specific dates unless she has agreed to reserve those dates in advance and received payment for holding those dates open. Dr. Portanova's commitment to be available on specified dates does not obligate Dr. Portanova to be available on other dates. Dr. Portanova may require upon a "true retainer" in addition to hourly fees to hold particular hearing dates open on her calendar. Client's counsel will consult with Dr. Portanova in advance to identify available dates for deposition or any rescheduled trial dates. Dr. Portanova is aware that Judge \_\_\_\_\_ has indicated that this matter is likely to be assigned out to a long cause courtroom for at least \_\_\_\_\_ weeks of trial between \_\_\_\_\_.

12. When a hearing or deposition date is set for a matter where Dr. Portanova's testimony or presence may be required, Client will pay \$2,000 forthwith as nonrefundable true retainer for holding the dates set open on her calendar through until ten days before the hearing.

13. Client will pay an additional \$5,000 at ten days before the reserved dates for Dr. Portanova to continue to keep those dates open. That sum, and any additional prepayment for testimony is refundable if Dr. Portanova receives notice releasing her at least 72 hours before the reserved date. The refundable amount will first be applied to any balance owing to Dr. Portanova. Dr. Portanova will appear only if she has received payment and a cost advance for each day of “on-call” or testimony at least 72 hours before the hearing date.

14. If Dr. Portanova has planned to be available on specific dates at the direction of Client’s counsel, and those dates are changed (regardless of the cause), Dr. Portanova will make reasonable efforts to make whatever schedule changes are required in order to be available on the newly designated dates. If she is unable to do so, she will not refund fees paid for services already rendered (such as fees paid for trial preparation). Dr. Portanova will refund unearned fees paid in advance for anticipated but unperformed services.

Dr. Portanova will only refund fees paid in advance for testimony if she receives at least 72 hours advance email notice that her appearance and testimony will not be required, and will not refund “true retainer” payments made for holding dates open. Although email is checked frequently, an immediate response may not be available. Messages will not be checked Fridays from 5:00 pm through Mondays 9:00 am, and on most holidays.

Notice must be emailed to [javejo@javejoportanovamd.com](mailto:javejo@javejoportanovamd.com).

15. Client will pay all costs and expenses to be incurred in connection with Client’s matter. Such costs and expenses will include, but are not limited to research materials other than those already part of Dr. Portanova’s library, and travel expenses including hotel nights before and after each day of testimony. Upon booking a hotel, Dr. Portanova will notify Client’s attorney of the estimated costs of lodging and the Client will advance those costs forthwith.

16. Dr. Portanova will have no obligation to advance any sums for costs.

17. Any estimates, projections, or statements by Dr. Portanova with respect to the possible fees and costs are for purposes of comparison only, and the Client does not and will not rely upon such statements.

18. Dr. Portanova will send statements of account to Client’s attorney, by email. Client’s attorney is not responsible for Dr. Portanova’s fees. Dr. Portanova will refund to Client any unexpended payments within 30 days after Dr. Portanova has been relieved as an expert witness at the end of her period of retention.

19. Client will pay Dr. Portanova for all time Dr. Portanova has or will expend in connection with her matter including but not limited to record review and analysis; corresponding and consulting with counsel, preparing for and writing of any declarations; preparation for deposition or hearing testimony; review of deposition or hearing testimony, preparing for, traveling to and from meetings, depositions and court appearances; and preparing for, traveling to, and testifying at court hearings; “on call” time; and waiting time. In calculating fees for services, Dr. Portanova will make no distinction between time expended in administrative matters or travel, and time expended in providing expert witness services.

20. If Dr. Portanova prepares for scheduled meetings, testimony or preparation of written testimony, Client must pay Dr. Portanova for preparation time already expended whether or not Dr. Portanova actually testifies or is instructed to discontinue work (for example, if the case settles).

21. Client must pay Dr. Portanova in advance and in full before Dr. Portanova will reserve time in which to perform services. Dr. Portanova will determine the amount of time to be allotted for preparation. Dr. Portanova has no obligation to provide services for which she has not been paid in advance.

22. Dr. Portanova must approve in writing in advance any document to be filed or representation made to the Court in which Dr. Portanova's credentials are outlined and/or in which her anticipated testimony is described before Client's counsel files the document or makes the representation.

23. Dr. Portanova reserves the right to terminate services and withdraw if pertinent case related information is misrepresented to Dr. Portanova or withheld from Dr. Portanova, if her bill goes unpaid for 30 days or more, or if Client is no longer represented by:

\_\_\_\_\_. (Please print, Law Office name)

24. Dr. Portanova is not required to provide any additional services other than those described in this agreement. Dr. Portanova may provide additional services from time to time without written changes to this agreement as an accommodation. If Dr. Portanova provides additional services to Client at her attorney's request or as required of expert witnesses without written changes to this agreement to include those additional services, Client will pay her for those services at the rates set forth in this agreement. If any court requires Dr. Portanova to assume the responsibility for other tasks or issues, or Dr. Portanova must respond to subpoenas, appear for deposition or otherwise participate in discovery, Client must pay Dr. Portanova in advance for services rendered to comply with those requirements.

25. Client chooses to enjoy the convenience of electronic communication (email, fax, internet instant messaging, etc.) and cloud storage (Dropbox, Evernote, Microsoft, Crashplan, etc.) with Dr. Portanova, her counsel and communication between her counsel and Dr. Portanova. She understands that, as with any form of communication or file storage (including print mail), there is a risk of interception by third parties.

- a. Email correspondence transmitted or received on an employer's computer, or a computer used by others may not preserve confidentiality and attorney-client privilege.
- b. Client and her counsel are responsible for providing a secure email platform for Dr. Portanova's use if they want greater protection. Client recognizes that g-mail and other free email services often have provisions in their user agreements that may be construed to allow non-confidential communication. Client recognizes that she may have no privacy protections if she communicates privileged or confidential information on a computer or network provided by an employer.
- c. Client and her counsel understand that encrypted email and internet instant messenger services are available, and that her decision to use of unencrypted email with Dr. Portanova and Client's attorney is made with knowledge that more secure alternatives are available.

26. Dr. Portanova will preserve all records pertaining to this case for one year after the entry of the Order After Hearing from the pending post-judgment proceeding. Thereafter, she may destroy them. After one year from your last session, any record retrieval, or other administrative services provided, will be charged a processing fee of \$350, plus copying, postage, and delivering costs, if applicable, to be paid at time of request.

27. Client hereby agrees that to indemnify, pay and hold Dr. Portanova, her staff, and any other consultants or specialists retained on her behalf in this case, free and harmless from any and all damages or loss resulting from procedures, testing, conclusions, and recommendations made by Dr. Portanova. If more than one party is financially responsible, all parties shall be jointly and severally liable for the fees and expenses. In the event that payment has not been timely made, Dr. Portanova and her staff may stop all work on behalf of the party(ies). No fees are contingent upon the outcome of the case. Dr. Portanova is not responsible for the outcome of any legal proceedings.

28. Dr. Portanova's fees may be increased upon 30 days advance written notification. Additionally, any charges incurred for this case will be the terms of this agreement. Late fees are charged at 1% per month, after 30 days of an outstanding balance. In the event Dr. Portanova incurs costs to collect fees, those costs will be the responsibility of the client.

**Until further notice no cash or checks will be accepted.**

**Only payments via bank wire transfer will be accepted.**

### **Bank Wire Transfer Instructions**

**Wells Fargo business account:**

**Jaye-Jo Portanova, MD, Inc.**

**Routing #121000248**

**Account #1738499555**

**A \$15 wire fee will be deducted from the transferred amount.**

**Bank Name Wells Fargo Bank, N.A. Wells Fargo**

**SWIFT/BIC Code WFBIUS6S**

**Bank address, City & State: Wells Fargo, 420 Montgomery Street, San Francisco, CA 94104  
(regardless of where your account is located)**

If you feel you are having a mental health or medical emergency, contact your primary care physician. **If you feel that you need immediate assistance or there is a life-threatening emergency, please call 911 immediately or go to your nearest emergency department.**

I, Jaye-Jo Portanova, am a psychiatrist, licensed to practice in California. The confidentiality of communications between my patients or clients and me is important and is protected by the laws and ethical standards governing the practice of psychiatry. Information given in this process will not be shared with anyone without the patient's or client's written permission with the following exceptions. The following outlines when California law allows, or requires, me to breach a patient's or client's confidentiality:

1. If, in my professional capacity, I have a reasonable suspicion of child abuse or neglect, or abuse of a dependent, disabled or elder adult (age 65 or older), I am required by law to file a report with the designated protective agencies.
2. If I believe that a patient or client is in such mental or emotional condition where he/she poses a danger to him/herself or others, I may breach confidentiality or contact others to facilitate the patient or client or potential victim's safety.
3. If I have a reasonable suspicion that a patient or client may be unable to care for him/herself, or may be unable to provide for his/her basic personal needs for clothing and shelter, I may breach confidentiality to facilitate the patient's or client's safety.

If a patient or client communicates directly to me a threat of physical harm to an identifiable person, or damage to an identifiable person's property, I am required by law to warn the intended victim and notify the police.

NOTICE TO CONSUMERS: Medical doctors are licensed and regulated by the Medical Board of California. 800-633-2322 [www.mbc.ca.gov](http://www.mbc.ca.gov)

Telephone numbers and email where the client may receive confidential information from Dr. Portanova and her staff pertaining to this case.

Mobile number \_\_\_\_\_

Alternate number \_\_\_\_\_

Email \_\_\_\_\_

**PRIVACY NOTICE: ELECTRONIC COMMUNICATIONS MAY NOT BE A SECURE METHOD TO TRANSMIT INFORMATION.** The information contained in this email is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, or employee or agent responsible for delivery to the intended recipient, please reply to sender that you received this message in error, then delete this email and destroy any printout or copies. Further, you are hereby notified that any use, printing, reproduction, disclosure or dissemination of this communication may be subject to legal restriction or sanction.

I have the right to consult with my attorney before signing the agreement. I have read this retainer agreement in its entirety, understand, agree and am bound by the retainer agreement and all other covenants contained in this expert witness retainer agreement.

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Print Attorney's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Client Signature.

\_\_\_\_\_  
Print Attorney's Client Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jaye-Jo Portanova, M.D. Signature

Jaye-Jo Portanova, M.D.  
\_\_\_\_\_  
Print

\_\_\_\_\_  
Date