

Dr. Ray Franco, PhD., PE

Electrical Engineer

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**Payment Agreement
for the Deposition of Dr. Ray Franco, PhD., PE., (ver. 1.07)**

It is customary for the opposing attorney to pay deposition fees of experts when they take their depositions. However, who pays for the time that is required to gather up all of the materials the opposing attorney requested that is not in my file? Who pays for preparation time and travel expenses? I have been burned here more than once, with both attorneys citing legal cases. In the end, I was the only one that did not get paid! Hence, there is a need to find out who is paying for what before my deposition.

Postponement or Cancellation

If I postpone or cancel Dr. Franco's deposition without giving him at least three (3) working days of notice, I agree to compensate Dr. Franco for 8 hours of his time at a rate of \$180 per hour.

Yes No

Deposition Time

I agree to pay Dr. Franco at a rate of \$180 per hour for his deposition time.

Yes No

Eight (8) Hours per Deposition Day

I agree that Dr. Franco should be compensated at the rate of \$180 per hour for eight (8) hours per deposition day. I agree to pay the difference between eight (8) hours and Dr. Franco's deposition time and/or travel time.

Yes **No**

Travel Time & Mileage

Travel time and mileage will be per Mapquest or Google maps. I agree to pay Dr. Franco the rate of \$180 per hour for his travel time - plus \$0.55 per mile.

Yes **No**

Lodging and Meals

If the deposition location is over three (3) hours from Vicksburg, MS, or if the start time and distance requires Dr. Franco to depart Vicksburg, MS before 7:00 a.m., I agree to pay for lodging and meals – not to exceed \$300 per day for both.

Yes **No**

Requested Materials

I agree to compensate Dr. Franco at the rate of \$180 per hour for gathering up any items not in his file that that he must bring to his deposition. I also agree to compensate Dr. Franco, at the same rate, for gathering items that are requested during his deposition. I understand that Dr. Franco does not keep email correspondence in his file, and that all such correspondences are in the Internet Cloud, and they must be searched for and retrieved.

Yes **No**

Reproduction Cost

Dr. Franco keeps a paperless office. Unless he is requested to do otherwise, I understand that he will only bring electronic copies of documents, notes, drawings and etc to the deposition. If paper copies of any documents, notes or

materials are requested, I agree to pay Dr. Franco at the rate of \$180 per hour - plus \$0.10 per black & white page and \$0.25 per color page for reproduction of documents.

Yes **No**

Preparation Time

I agree to pay Dr. Franco at the rate of \$180 per hour for his time reviewing and preparing for his deposition.

Yes **No**

Corrections & Signing

I agree to pay Dr. Franco at the rate of \$180 per hour for reviewing and correcting any errors in his deposition.

Yes **No**

Payment Terms

I agree to pay for the costs that I have signed off on within 30 days of receiving an invoice from Dr. Franco. I understand that I will be charged interest of 1.5 percent per month for any balance overdue past 30 days, and I agree to pay this interest. If an invoice is overdue past 90 days, the collection of this debt will be turned over to a debt collection agency or attorney. I agree to pay the debt collection fees.

Yes **No**

Date & Signature

I have read this form and have checked each box with "Yes" or "No".

Date

Signature