

Complete Service and Billing Policy – 2025

Representation

Dr. John McGowan LLC (DJM), through its principal consultant, John R. McGowan, Ph.D. CPA, and its employees and associated consultants, provides consultation and expert witness services to attorneys to resolve matters involving economics, finance, accounting and tax. Attorneys are my clients. I look solely to them for retention, the extent and duration of involvement and payment. Each matter involves a separate engagement, accounting, and billing.

Commitment:

I commit to provide you our services on the **most efficient and predictable** basis possible so that you can control your costs. Knowing costs in advance can assist you in expense planning and in your agreement with your clients. I am pleased to work within your time and budget limitations.

Services:

DJM provides consultation and related research, evaluations and testimony on various economic, financial, accounting and tax matters. We are able to provide appraisals with regard to both economic value and loss. We will participate to the extent counsel determines in the preparation of evaluations, pretrial evaluations and consultation; expert testimony for arbitration and mediation proceedings; trials and other related proceedings in advanced stages; and appeal reviews. Through associated experts in other specialties, we cover a broad diversity of business and events in commercial and personal injury litigation.

Quality:

My practice is guided by the principles of fairness, integrity, and respect—values that reflect our commitment to building enduring professional relationships. We believe that trust is earned through both competence and character.

You must be satisfied with the quality of my services (independent of the outcome of your case) or you will not owe a professional fee. Out-of-pocket expenses (such as travel costs) will remain reimbursable. If you have any concern regarding an invoice, please contact us within 30 days of receipt. We will make every effort to address your concern promptly and resolve the matter to your satisfaction. After 30 days, we will assume you are fully satisfied with our work and the invoice.

Engagement:

All services are provided pursuant to a written engagement agreement with the retaining attorney or law firm and apply only to the specifically designated matter. Work product prepared for one engagement may not be transferred or applied to another matter—whether related or unrelated, and whether involving the same client or a different client of the law firm—without the prior written consent of Dr. John McGowan LLC.

Availability:

Dr. John R. McGowan, Ph.D., CPA may occasionally travel internationally. In such circumstances, he remains available to provide testimony via secure online platforms including Zoom, Microsoft Teams, or Webex. While there may be limited occasions when in-person testimony at trial is not possible, Dr. McGowan prioritizes the work of Dr. John McGowan LLC above all other professional commitments and is confident in his ability to meet client expectations in a reliable and timely manner.

Hourly Rates:

1. Case Review and Preliminary Analysis
 - a. Review of case documents, reports, and evidence.
 - b. Written preliminary analysis
 - c. Fee \$400 per hour
2. Written Expert Report
 - a. Research, document analysis, and other requested tasks
 - b. Detailed written report on findings and opinions
 - c. Fee \$400 per hour
3. Deposition / Trial Preparation and Testimony
 - a. Case strategy meetings
 - b. Mock trial preparation (if requested)
 - c. Fee \$562.50 per hour
4. Travel Expenses
 - a. Airfare, accommodation, meals, transportation and incidentals
 - b. Reimbursed at actual cost
 - c. Fee \$200 per hour
5. Retainer
 - a. A retainer of \$2,000 is required upon agreement
 - b. Billing is done on a monthly basis
 - c. The retainer for most standard and combined personal injury matters is \$2,500 and is refundable if not used. Please also know that combined, complex and commercial cases require a more substantial retainer, starting at \$3,500, to as much as \$10,000 (or more), depending on the scope of the project.
 - d. A deposit/retainer/advance is needed to commence work on your case.

Rush Policy

For reports due within 15 business days of receipt of case materials, a 15% rush fee will be charged; for reports due within 10 business days of receipt of case materials, a 20% rush fee will be charged. For reports due within 5 business days of receipt of case materials, a 25% rush fee will be charged. For reports due within 20 business days of receipt of case materials, a 10% rush fee may be charged if the matter involves complexity impacting our completion timetable.

Estimates:

I am pleased to provide either an oral or a written estimate on specific matters. Costs, of course, range depending on many variables, including the quality of data input from counsel and other complexities.

Miscellaneous:

I generally do not charge for short calls or emails. To economize my billing, I may involve personnel other than John R. McGowan, Ph.D., CPA, at lesser rates for economic, finance, accounting, or tax research purposes. Since engagements frequently involve matters that extend over many months or years, I reserve the right to update your fee agreement to reflect new rates then charged to those entering into new engagements. I also agree to expend time in connection with efforts on your behalf in the most efficient manner possible.

Personnel:

Where required, but only with your consent, I will commit to provide services of other designated individuals in our firm. Rates for other personnel range to as low as \$55 per hour for professionals of lesser rank. In other areas of expertise, we can work with your firm to interview and select additional consultants and experts on your behalf. Those who are so retained may work in association with our firm.

Review:

Upon review of each billing matter, I may conclude, at our own discretion and after taking all factors into consideration, that a reduction in charges is fair and appropriate for the service rendered.

Late Charges:

We expect payment in full within thirty days of our statement date. We can accommodate reasonable delays or alternatives upon request which better meet your cash flow requirements when agreed in advance. To be fair to those who pay promptly, DJM reserves the right to accrue and charge interest at the rate of 1.0% per month, compounded monthly, commencing thirty days after the statement date, and to assess a

one-time account reinstatement fee equal to the greater of 5% of the amount outstanding or \$50, after ninety days following the statement date.

Termination:

DJM shall suspend or cease to perform further work on any given matter at your request. DJM reserves the right to bring work to a completed stage and terminate, or to terminate for cause at any time, work in its client's behalf.

Venue and Choice of Law:

Any dispute arising under this agreement shall be determined under the law of Missouri.

Legal and Ethical Guidelines followed by DJM:

Contingency Billing

In professional norms discussions (for example, from ExpertInstitute and legal-ethics commentary), it is stated that "contingency fees are prohibited" for expert witnesses in Missouri, because such arrangements could bias testimony. I firmly adhere to these norms. See <https://tinyurl.com/58h3s52v>.

Deposition Payment

According to Missouri Rules of Civil Procedure 56.01(b)(4)(C), when one party deposes another party's expert, the deposing party must pay a reasonable fee for the expert's time spent in deposition. This shows experts' time must be compensated reasonably. However, it does **not** support a contingent-on-outcome arrangement. See <https://tinyurl.com/58h3s52v>.

In Summary, in accordance with ethical guidelines and proposals under Missouri law, and consistent with judicial and professional norms in Missouri, DJM does not accept payment arrangements for expert witness services that depend on the outcome of the case or the content of one's testimony. Fees are determined as reasonable compensation for preparation, time, and travel, and are not contingent on verdicts."