

LYN R. GREENBERG, PH.D., ABPP
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CONSENT TO PSYCHOLOGICAL CONSULTATION

I, _____, IN CONSULTATION WITH MY ATTORNEY, HEREBY CONSENT TO PSYCHOLOGICAL CONSULTATION, PARENTING CONSULTATION AND/OR REVIEW OF A CHILD CUSTODY EVALUATION REPORT OR OTHER DOCUMENTS REGARDING MY CHILD CUSTODY CASE BY LYN R. GREENBERG, PH.D., ABPP. I UNDERSTAND THAT DR. GREENBERG IS REQUIRED TO REPORT ANY SUSPECTED CHILD ABUSE, AND ANY SITUATION IN WHICH AN INDIVIDUAL IS A DANGER TO SELF OR OTHERS. I ALSO UNDERSTAND THAT I WILL BE CHARGED FOR ANY APPOINTMENT THAT IS NOT ATTENDED OR IS CANCELED WITH LESS THAN 24 HOURS NOTICE. I UNDERSTAND THAT I AM RESPONSIBLE FOR PAYMENT OF ALL FEES FOR THESE SERVICES.

AN ADVANCE PAYMENT OF \$5000 IS DUE AT ONSET OF SERVICES. THIS WILL BE CHARGED AGAINST AND ANY REMAINING BALANCE WILL BE RETURNED TO THE RETAINING COUNSEL. ADDITIONAL ADVANCE PAYMENTS WILL BE REQUIRED WHEN THE INITIAL PAYMENT IS EXHAUSTED, BEFORE ADDITIONAL SERVICES CAN BE PROVIDED. DR. GREENBERG'S FEE IS \$365 PER HOUR. THESE FEES APPLY TO ALL SERVICES PROVIDED BY DR. GREENBERG. SUCH SERVICES INCLUDE (BUT ARE NOT LIMITED TO) PRE-RETENTION DISCUSSIONS WITH COUNSEL, RESEARCH, TELEPHONE CALLS, CONSULTATION WITH COUNSEL, REVIEW OF DOCUMENTS, PREPARATION OF RECORDS, REPORTS, DEPOSITIONS, AND COURT ATTENDANCE/TESTIMONY. I UNDERSTAND THAT COSTS EXPENDED BY DR. GREENBERG ARE MY RESPONSIBILITY AND WILL BE DEDUCTED FROM RETAINER PAYMENTS THAT I PROVIDE INCLUDING BUT NOT LIMITED TO TRAVEL, ATTORNEYS FEES, RESEARCH, AND PRODUCTION OF RECORDS. I UNDERSTAND THAT DR. GREENBERG DOES NOT ACCEPT INSURANCE COMPANY CONTRACTED (I.E., MANAGED CARE) RATES FOR COURT-RELATED CASES. I UNDERSTAND THAT SERVICES IN COURT-RELATED CASES MAY NOT BE COVERED UNDER MY INSURANCE PLAN, AND THAT THE FEES FOR SUCH SERVICES ARE MY RESPONSIBILITY. PAYMENTS ARE TO BE PROVIDED EITHER BY CASHIER'S CHECK OR DRAWN ON THE COUNSEL'S TRUST ACCOUNT. IN SOME ROLES, DR. GREENBERG MAY DEEM IT INAPPROPRIATE TO MEET WITH ME AND OBTAIN ALL INFORMATION THROUGH MY ATTORNEY.

I UNDERSTAND THAT OPPOSING COUNSEL MAY SUBPOENA DR. GREENBERG FOR A DEPOSITION AND REQUIRE HER APPEARANCE FOR CROSS EXAMINATION AT TRIAL. DR. GREENBERG REQUIRES ADVANCE NOTICE FOR ALL TESTIMONY AND ADVANCE PAYMENT EQUIVALENT TO ONE FULL DAY FOR EACH DAY OF TESTIMONY (\$2800) AT THE HOURLY RATE OF \$350 PLUS REASONABLY ANTICIPATED TRAVEL AND PREPARATION TIME. DR. GREENBERG DOES NOT BECOME INVOLVED IN DISPUTES BETWEEN COUNSEL ABOUT WHO SHOULD PAY FOR HER SERVICES OR AT WHAT RATE SHE SHOULD BE PAID. IF DR. GREENBERG HAS NOT RECEIVED THE REQUIRED

Client Initials _____ Attorney Initials _____

PAYMENT 5 DAYS BEFORE THE SCHEDULED DEPOSITION, I AM RESPONSIBLE FOR PAYMENT FOR HER PREPARATION AND FEES PER THIS RETAINER AGREEMENT. ABSENT OF SUCH ADVANCED PAYMENTS DR. GREENBERG IS UNDER NO OBLIGATION TO APPEAR.

DR. GREENBERG'S SERVICES ARE COVERED UNDER MY ATTORNEY'S WORK-PRODUCT PRIVILEGE, AND WILL NOT BE DISCUSSED WITH OTHERS EXCEPT AS PROVIDED IN ANY RELEASE/AUTHORIZATION THAT I APPROVE. I UNDERSTAND THAT IF I AUTHORIZE DR. GREENBERG TO SPEAK WITH ANYONE ELSE WITH WHOM I DO NOT ENJOY A PRIVILEGED RELATIONSHIP, NO PRIVILEGE WILL APPLY TO ANY COMMUNICATIONS INVOLVING DR. GREENBERG.

I UNDERSTAND THAT DR. GREENBERG CONDUCTS ALL EVALUATIONS, CONSULTATIONS, AND EXPERT TESTIMONY FROM THE PERSPECTIVE OF PROVIDING AN HONEST AND ETHICAL OPINION TO MY ATTORNEY OR THE COURT. THERE IS NO GUARANTEE THAT DR. GREENBERG'S OPINION WILL SUPPORT MY POSITION OR DESIRES IN THE CUSTODY CONFLICT. HER OPINIONS, AND ANY STATEMENTS SHE MAKES TO MY ATTORNEY OR THE COURT, WILL BE BASED ON THE PSYCHOLOGICAL DATA SHE RECEIVES DURING THIS CONSULTATION. IN THE EVENT THAT I AUTHORIZE DR. GREENBERG TO SPEAK WITH ANY OUTSIDE PARTY, THERE IS NO GUARANTEE THAT HER STATEMENTS TO THIS PARTY WILL SUPPORT MY POSITION IN THE CUSTODY CONFLICT. I FURTHER UNDERSTAND THAT, IF DR. GREENBERG TESTIFIES ON MY BEHALF, HER TESTIMONY WILL BE SUBJECT TO CROSS EXAMINATION, AND QUESTIONS FROM OPPOSING COUNSEL OR THE COURT MAY ELICIT INFORMATION THAT DOES NOT SUPPORT MY POSITION IN THE CUSTODY CONFLICT. DR. GREENBERG CANNOT GUARANTEE A PARTICULAR RESULT IN THIS MATTER. I UNDERSTAND THAT HER FEES REFLECT THE TIME SHE EXPENDS ON THIS MATTER AND DO NOT GUARANTEE A PARTICULAR RESULT.

I UNDERSTAND THAT, REGARDLESS OF WHO PAYS MY FEES IN THIS MATTER, DR. GREENBERG IS BEING RETAINED BY MY COUNSEL IN THIS MATTER. SHOULD I CHANGE COUNSEL AT ANY TIME, A NEW AGREEMENT WILL HAVE TO BE EXECUTED BEFORE SERVICES CAN CONTINUE.

EITHER PARTY MAY WITHDRAW FROM THIS MATTER AT ANY TIME, AND FOR ANY REASON, WITH UNEARNED RETAINER FUNDS TO BE RETURNED TO THE COUNSEL OR LITIGANT.

A PHOTOCOPY OR FACSIMILE OF THIS CONSENT SHALL BE CONSIDERED AS VALID AS THE ORIGINAL. AGREEMENT MAY BE SIGNED BY ATTORNEY AND CLIENT IN COUNTERPART.

Client/Parent Name (printed)

Client/parent signature

Date

Attorney Name (printed)

Attorney Signature

Date