

COHEN & ASSOCIATES, INC.

A Dispute Resolution Practice
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SANTA MONICA, CA 90403
OFF: 310.701.1950 FAX: 310.315.5408
www.litigationbusters.com

TO: _____
Name of Law Firm

EXPERT WITNESS ENGAGEMENT AGREEMENT

1. SERVICES TO BE PROVIDED BY EXPERT

This Agreement shall be between the the law firm engaging the expert, heretofore referred to as the "Client" and the expert witness, heretofore referred to as the "Expert". The Client engages Expert and Expert hereby agrees to provide expert witness services reasonably required to represent Client in connection with the matter (The "Matter") herein described. In order to enable Expert effectively to render theses services, Client shall be truthful with Expert in discussing the Matter and shall keep Expert apprised of all due regarding the matter. Client shall otherwise cooperate with Expert in the Matter and shall be reasonably available to attend meetings, appearances, or other proceeding in connection with the Matter. Expert accepts said employment and agrees to take such steps as are reasonable advisable to represent Client's position.

2. FEES

All services are billed on an hourly basis at the rate of \$500.00 per hour. Hours are billed as follows:

A - Portal to portal (with the exception that a straight travel day will be billed at a maximum of eight hours).

B - With a minimum billing increment of 10 minutes.

C - Uniformly without regard to the services provided. There are no full or half day rates.

3. EXPENSES

A - All ordinary and necessary costs are fully reimbursable, including charges for photocopying,

postage, express mail, messengers, telephone, computerized research, paralegal expense and other similar expenses.

B - Air fare: Under 1,000 miles - Full fare coach; over 1000 - First Class or Business Class, if First Class is not available.

C - Hotel: Best commercial rate at full service hotel.

4. PAYMENT POLICY

A - The minimum fee (minimum earned retainer) of \$2,500 is due with Engagement Agreement. Should the matter settle after the minimum earned retainer is due, and before the Expert commences work on the matter, the retainer shall not be refunded to the Client. However, any amounts paid in excess of the minimum earned retainer shall be refunded if paid and settlement occurs before the Expert commences work.

B - The billing schedule is semi-monthly (on the first and fifteenth). Payment is due upon receipt of invoice. Once Expert has expended the initial deposit, Client agrees to continue to fund expert, as required, and shall forward additional funds requested within five days of written request by Expert.

C - Accounts delinquent more than 45 days will be charged a late charge of 15% per annum (or the maximum allowed by law, whichever is less) on all amounts past due.

D - Should expert be required to appear at trial, payment of one full day at experts normal published daily rate shall be due no later than 10 days prior to expert's appearance. Unused fees not expended for trial appearance shall be returned to counsel at the end of the current billing cycle. Reservation of Expert's calendar and assurance of Expert's appearance at trial shall be contingent upon the timely payment of these fees.

E - Final billing will be rendered upon notification that matter has been settled, terminated or that Expert's services are no longer needed.

F - If legal or other expenses are incurred in the collection of outstanding amounts due, such expenses will be added to the outstanding balance.

5. OTHER TERMS

A - Client shall provide, at no expense to the Expert, a copy of the designation of the Expert, deposition testimony and any declaration executed by the Expert. Client shall be entitled to receive, upon request, a copy of any notes, analyses or other documents created and retained by Expert in the course of this engagement, the originals of which shall remain in the property of the Expert.

B - Client shall make reasonable efforts to ensure that deposition notices for the depositions of the Expert comply with pertinent provisions of the CCP, including scheduling, time estimates, and tendering appropriate fees. Expert Fees for deposition time are due at the time of deposition from Opposing counsel. Client shall be responsible for any shortfall in the payment of the Expert fees under the rate set forth herein by opposing counsel to the extent the full amount of such fees are not tendered within 5 days of receipt by opposing counsel of the Expert's invoice for such fees, or in the event a court reduces the Expert's rate to a rate below that agreed to herein. The Expert agrees to cooperate in any effort Client deems reasonably necessary to oppose any effort to reduce the Expert's rate or to recover from opposing counsel.

C - The Expert agrees to make every reasonable effort to accommodate scheduling of depositions.

D - The Expert's methodology is to avoid any written reports or opinions without specific authorization or request of Client.

E - Workflow and payment of funds: It is the responsibility of Client to assure that adequate funds are deposited with the Expert to cover estimated hours of work for the assignment. Based upon the assignment and materials given to the Expert from the Client, additional sums may be due that exceed the initial retainer. The Expert agrees to work as long as sufficient funds are deposited with Expert. Client acknowledges and understands that Expert may stop work should Client delay payment of funds necessary to cover Expert's time.

6. TERMINATION OF SERVICE

A - Client shall have the right at any time to terminate Expert's service without cause upon written notice to the Expert, and Expert shall immediately after receiving such notice cease to render additional services. Such termination shall not however, relieve Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

B - If Client fails to meet any of Client's obligations under this Agreement, Expert shall have the right to terminate this Agreement, and Client shall take all steps necessary to free Expert of any further obligations, including without limitation and execution of any documents necessary to complete Expert's discharge or withdrawal.

7. BINDING ARBITRATION

The parties hereto agree that any dispute under this Agreement shall be submitted to binding arbitration pursuant to the California Business and Professions Code. The prevailing party shall be awarded its reasonable costs and Attorney's fees.

8. MATTER

Representation as Expert Witness for the purpose of litigation support in

9. DISCLAIMER

Expert has made no promises or guarantees to Client concerning the outcome of the Matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

10. RESPONSIBILITY FOR PAYMENT

This agreement is by and between the Expert and counsel or Law Firm, the Client. As such, counsel and/or counsel's law firm shall remain responsible for remitting the Expert's fees and costs. Payment of such fees shall not be contingent upon collection or reimbursement between counsel and his/her client, or carrier when an insurance company is the client of the law firm engaging Expert.

AGREED:

Name of Law Firm

Person signing on behalf of Law Firm

Please Print Name

DATE

Steven Cohen, Esq. (J.D., M.B.A.)
President, Venmar Development, Inc.
Cohen & Associates, Inc.

DATE