

Expert Witness Retention Contract

- 1. Parties.** This contract is made between **David K. Easlick, Jr.** ("Expert") and the Law Firm of _____ regarding the legal matter of _____ ("Client").
- 2. Retention.** The parties agree that Expert will only become retained by Client once this contract has been mutually executed and Client has paid the initial non-refundable retention retainer specified in paragraph 5. Expert has no duties to Client until such time.
- 3. Expert's Fees and Expenses.** The parties agree that the fee for all time Expert spends on the case will be compensated at a rate of \$395 per hour. It is agreed that this specifically includes (but is not limited to) research, conferences and consultations with Client, reviewing documents, organizing documents, responding to discovery requests, report writing, testifying, investigating, reading and signing deposition transcripts, local portal-to-portal travel, waiting time, and preparation time for testifying at deposition, trial, hearing, arbitration or other venues. Expert's time will be tracked and invoiced to the nearest 1/4 of an hour.
- 4. Testimony Fees.** Testimony at a deposition and/or trial will be billed at a minimum of four hours per day. In any and all events, Client will be responsible for all reasonable out of pocket expenses including, but not limited to travel, meals and lodging.
- 5. Payment Terms.** All payments are to be made to: David K. Easlick, Jr. LLC., 15 Heatherfield Ct., Kilmarnock, VA 22482. The non-refundable retention retainer amount is \$4,000. Expert will invoice against this retainer. This non-refundable retainer amount is the minimum fee due Expert and is earned upon receipt. Expert agrees to invoice client no less frequently than monthly. Overdue invoices will accrue interest at a rate of 1.5% per month. Client is responsible for collecting any and all deposition fees owed by other lawyers or parties. In the event Expert's deposition fees are reduced by court order, Client shall still pay Expert's full fee specified in paragraph 3. Expert is under no duty to release a report until Expert has been paid in full for all work performed to date. Expert will invoice Client before scheduled testimony for any outstanding fees and expenses for work performed to date. All such fees must be paid in full before Expert testifies. Expert is under no contractual duty to appear to testify and provide opinions until Expert has been paid in full for all outstanding services performed and expenses incurred on behalf of Client.
- 6. Duties of Client.** The Client's duties specifically include, but are not limited to: Abiding by the applicable rules of professional conduct for attorneys. Making all payments as specified in Paragraphs 3, 4 and 5 under the terms as specified in Paragraph 5. Providing Expert with copies of or access to all non-privileged, arguably relevant documents, evidence and other materials in the underlying legal matter. Notifying Expert of all parties and attorneys in the case so that Expert can check for conflicts of interest. Where circumstances reasonably allow, providing Expert with prompt notice of any Daubert motions, Frye motions, motions *in limine*, or other pre-trial motions made by other parties or persons to restrict, exclude or in any way limit Expert's testimony or Expert's participation in the underlying legal matter. Obtaining Expert's advance approval (for accuracy) of the relevant portions of any and all answers to interrogatories, motions, expert designations or other documents which summarize Expert's qualifications, methodology, opinion(s) and/or anticipated testimony. Being available as reasonably requested to meet with Expert prior to anticipated testimony.

Promptly notifying Expert of when and where Expert may be requested to appear to testify.
Promptly notifying Expert of the settlement or final adjudication of the underlying legal matter.

- 7. Duties of Expert.** The Expert's duties are: To truthfully represent Expert's credentials. To formulate with honesty and due care and truthfully express Expert's opinion(s) in those areas (and only those areas) where Expert feels qualified to render an opinion and where Client has requested an opinion. Client agrees that Expert's opinion(s) are not preordained, might be contrary to Client's position, and are subject to modification as a result of new or additional information. Expert is under no duty to provide and express opinions if Expert is given time deadlines or cost-based or other restrictions by Client that would not reasonably allow Expert to in good faith formulate and express his opinions with reasonable care. To prepare a written report if Client requests one. To meet all reasonable deadlines requested by Client. To be available on reasonable notice to testify. To be available on reasonable notice to consult with Client. Expert's cellular number is 202-409-4306. To work exclusively with Client in the underlying legal matter unless the parties mutually agree in writing otherwise.
- 8. Expert's Right of Withdrawal from Case.** Expert shall have the absolute right to withdraw, without any liability, from the case if Client violates any of the duties specified in paragraph 6 above or if expert discovers a conflict of interest which precludes Expert's further involvement in the underlying legal matter.
- 9. Withdrawal.** Notice of withdrawal under Paragraph 8 shall be in writing from Expert to Client. In the event of withdrawal, the parties agree that Client remains fully liable for all accrued but unpaid fees, expenses, and interest.
- 10. Termination.** This contract shall be terminated upon written notice to Expert from Client at any time, by Expert's withdrawal pursuant to paragraph 8, at such time as Client is no longer involved in the underlying legal matter, or upon the settlement or final adjudication of the underlying legal matter. In the event of termination Client is still responsible for all sums owed Expert.
- 11. Document/Evidence Retention.** Expert shall have no duty to retain any documents, reports, evidence, transcripts, exhibits, e-mails, electronic files or other materials from the underlying legal matter for more than 30 (thirty) days following the termination of this agreement. Expert shall return (at Client's expense) all records and evidence in the underlying legal matter to Client if a written request to do so is received by Expert within the 30 (thirty) days following the termination of this agreement.
- 12. Travel.** Travel shall be billed at actual hours times \$100. Mileage shall be at current government rate. Overnight stay shall be prepaid.
- 13. Airline Flights.** All airline flights taken by Expert shall be direct, non-stop, coach class where possible and prepaid.
- 14. Disputes.** Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association in the State in which the Expert is domiciled, presently Virginia. The law of the State in which the Expert is domiciled will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Client shall be responsible for payment of attorneys' fees and expenses associated with the Expert's efforts to collect monies owed under the terms of this Contract.

15. Miscellaneous. Each party agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without the other party's prior approval. Expert is under no duty to work for successor law firms on the underlying legal matter. The performance of this contract by either party is subject to acts of God, death, disability, government authority, disaster or other emergencies, any of which make it illegal or impossible to carry out the agreement. It is provided that this contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability. If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract. This written contract represents the entire understanding between the Expert and Client. The individual signing this contract on behalf of Client represents and warrants that he/she is duly authorized to bind Client.

EXPERT, by

David K. Easlick, Jr.

Date:

Client, by

Date: