

David E. Pilcher, CPCU, ARM, AIC, AAI
Risk Management and Claims Consulting Services, Litigation Support

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CONSULTANT AGREEMENT

This agreement is entered into between David E. Pilcher, (the Consultant), and The Law Offices of _____ (the Client-Attorney).

The purpose of this agreement is to procure the services of the Consultant in relation to the case of _____, pending before the Court _____, State of California. The Consultant shall provide services for the Client-Attorney as an independent professional. Payment to the Consultant is not dependent upon the findings the Consultant renders, or on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between the Client-Attorney and any other person or party.

Engagement Fee: At the time of the execution of this agreement, the client- attorney shall tender to the Consultant a non-refundable engagement fee in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) to be credited against the **last** invoice. The Client-Attorney shall not identify the Consultant as either a testifying or non-testifying expert until such time as the engagement fee has been paid.

Fees: The fees for services provided by the consultant are as follows:

Consultant Fees: Except as outlined herein, the Client-Attorney shall compensate the Consultant at the rate of Five Hundred Fifty Dollars (\$550.00) per hour for all tasks performed under this agreement, including but not limited to analysis, calculations, conclusions, preparation of reports, and necessary travel time.

Fees will be billed by the tenth of an hour, with a minimum charge for any discrete task of one tenth of an hour. For testimony at deposition or trial, the Client-Attorney shall compensate the Consultant at Seven Hundred Fifty Dollars (\$750.00) per hour with a three hour minimum. This rate for testimony shall

apply both while the Consultant is waiting to give testimony, whether at an office or court, and for time taken for breaks or meals, as well as for time spent actually giving testimony.

Expenses: Expenses incurred by the Consultant shall be reimbursed by the Client-Attorney as follows:

- Travel by Car: 54.5 cents per mile;
- Travel by Air or Train: The actual cost of the round-trip ticket, plus a ten percent (10%) handling fee.
- Expenses associated with photography, reproduction of documents and photographs, preparation of exhibits, storage of materials or evidence, and other reasonable expenditures shall be reimbursed at market rates.
- Lodging: For any travel of more than eighty (80) miles from the Consultant's office, the Consultant shall be reimbursed for the cost of meals and lodging, plus a ten percent (10%) handling fee.
- Car Rental: In the event of travel beyond the local area, the Consultant shall be reimbursed for the cost of a mid-sized rental car and any associated expenses, plus a ten percent (10%) handling fee.
- Unless otherwise instructed by the Client-Attorney, or unless refundable tickets are not available, the Consultant will purchase refundable tickets for any necessary travel. Should the Client-Attorney request that the Consultant purchase non-refundable tickets in order to travel at a lower cost, or if refundable tickets are not available, the Client-Attorney shall reimburse Mr. Pilcher for the cost of any non-refundable ticket at the rate outlined herein whether or not the ticket is used.

The Client-Attorney may avoid the ten percent handling fee associated with certain travel expenses by arranging to directly purchase round-trip travel tickets on behalf of the Consultant, and by arranging for the direct payment of any car rental expense, lodging, and meal expenses by the Client-Attorney's office.

Qualifications: The Client-Attorney has had the opportunity to investigate and verify The Consultant's credentials, and agrees that the Consultant is qualified to perform the services described in this contract.

Terms of Engagement: The client-attorney is responsible for payments the Consultant as outlined in this contract, regardless of any arrangement the Client- Attorney has with any party or parties he represents. The Consultant will issue bills at intervals he deems appropriate. Bills are due on receipt, and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Interest shall accrue to any delinquent balance at the maximum

rate permitted by law, not to exceed 1.5 per cent per month. In the event that a bill remains unpaid for sixty or more days after the date of issuance, the Consultant shall have the unrestricted right to resign from performing additional services for the Client- Attorney on any and all cases that the Consultant is working on for the Client- Attorney's firm.

Liability: With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to the Client- Attorney, or to anyone who may claim any right due to any relationship with the Client-Attorney, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to willful misconduct or gross negligence. The Client-Attorney shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Client-Attorney pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

Choice of Law and Jurisdiction: This agreement shall be interpreted under the laws of the State of California. Any litigation under this agreement shall be resolved in the trial courts of Los Angeles County, State of California

I accept the terms of this agreement:

Date: _____

Client-Attorney

Date *David E. Pilcher*

David E. Pilcher