

Carson English

Expert Witness Services DRE #00602336 Tax ID# 94-3117344
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FEE SCHEDULE AND AGREEMENT

Case Number: _____

Case: _____ V. _____

Scope: This agreement shall apply when **Carson English, Carson English Inc. (hereafter "Consultant")** performs any service including but not limited to case analysis, document review, arbitration depositions, research, standard of care discussion, consultation, site inspection, and/or trials regarding the above case for the engaging counsel (hereafter "Attorney"). **Attorney shall not represent to any court, opposing counsel or entity that Consultation has been retained on this case until Attorney has submitted this signed agreement with the retainer mentioned below.**

Rates: There is no charge for an exploratory meeting. If you decide to retain my Services, there will be an initial **Retainer Fee** of **\$1500.00** which is non refundable but will be **applied against the final charges** in the case.

The fee for my service will be charged at **\$300.00 per hour** for time in **preparation, research and consultation. Deposition, mediation, and trial testimony** will be charged at **\$350.00 per hour, *** Minimum of three hours per scheduled day.** Travel time will be billed at **one half the regular rate.** Airfare, hotel accommodations rental car, parking, bridge tolls, and other direct expenses will be billed at cost.

Responsibility: I plan to bill monthly so you can closely track the expenses. Each billing statement will be **payable** by your firm within **30 days after it is submitted**, without regard to any client or insurance carrier payments received or not received by your firm. Balances not paid within 30 days shall accrue simple interest at 1.5 % per month until paid in full. **All billings must be paid prior to depositions and court appearances.**

Collection: Should a dispute arise regarding collection of fees, parties agree that this matter will be settled by Binding Arbitration with the fee dispute process of the County Bar Association within 30 days of written notice from Consultant. If Attorney is not a member of the local bar, arbitration will be administered by the nearest American Arbitration Association office. Parties shall split the cost to initiate the arbitration, but the prevailing party shall be entitled to recover any fees and cost of recovery, including Attorney fees. Should party delay resist or refuse to mediate or arbitrate, they shall not be entitled to recover prevailing party fees and cost even if they would be entitled.

I agree to be retained by your firm.

Carson English Date

Carson English Inc.

Engaging Counsel Date

Law Firm: _____