

Expert Witness Retention Contract

Parties. This contract is made between David K. Easlick, Jr. ("Expert") and the Law

Firm of _____ regarding the legal matter of _____ ("Client").

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. Expert has no duties to Client until such time.

Payment Terms. All payments are to be made to: David K. Easlick, Jr. LLC., 12126 Club Commons Drive, Glen Allen, VA 23059.

The non-refundable retention retainer amount is \$5,000. 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 against the retainer no less frequently than monthly.

Rates are: Pre-Litigation and Discovery Phase \$250/Hr., Depositions and Trial Testimony \$300/Hr. (minimum 4 hours) Administrative, paralegal other Non-Expert Work \$75/Hr.

1. Payment is due upon Client's receipt of invoice, expected within 10 days and past due 30 days after the invoice date. Overdue invoices will accrue interest at a rate of 1.5% per month.
2. 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 retainer. 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.
3. Expert's Fees and Expenses. Expert's time will be tracked and invoiced to the nearest 1/4 of an hour.
4. Deposition by Other Counsel. Client understands and agrees that if other counsel is obligated to pay the fees and expenses incurred for the deposition of an Expert, other counsel must agree that those fees and expenses will be determined in the manner set forth above, including the setting of minimum fees, and to deliver to Expert, at least 10 business days

before the scheduled deposition, prepayment of fees and expenses in an amount set by Expert. Other counsel must also agree that at such time that the fees and expenses exceed the amount of the prepayment, other counsel will immediately make an additional prepayment via credit card or other method acceptable to Expert else Expert will discontinue the deposition.

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. 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. 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.

6. 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.

7. Expert Opinions: The professional opinions of an Expert may not agree with the hypotheses, theories or opinions of Client or any other professional regarding the Project and the legal issues involved. Expert gives no assurance that the professional opinion, report or testimony of any Expert will be admitted into evidence or followed by any court. Payment of all fees and expenses incurred under this Agreement will be due and payable notwithstanding the nature of the opinions rendered, whether the opinions, reports or testimony of any Expert are used by Client, admitted into evidence or followed by any court and notwithstanding the outcome of any legal proceedings.

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 above or if expert discovers a conflict of interest which precludes Expert's further involvement in the underlying legal matter.

9. Indemnity; Limitation of Damages: Client agrees to indemnify, defend and hold harmless, Expert and all Experts and their respective employees, other agents and contractors ("indemnitees") for all liabilities, losses, damages, costs, reasonable legal fees, expenses and other amounts that any of them incurs or suffers that arise out of, or relate to the advice, analysis, opinions, consultation, research or other work performed by Expert or any Expert under the terms hereof unless caused by the willful misconduct of the indemnitee. In no event will Expert's total liability for claims by Client hereunder exceed the total fees paid to Expert for the work giving rise to the claims.

10. Amendment. This Agreement may be amended only by a written document signed and delivered by all parties hereto and identified as an amendment hereof.

11. Assignment. Neither party may voluntarily or involuntarily assign this Agreement without the prior written consent of the other party.

12. 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.

13. Recovery of Costs and Expenses. Whether or not formal arbitration or litigation proceedings are commenced, a court or arbitrator may award costs, fees and expenses, including reasonable attorney fees, incurred by the prevailing party in any dispute arising hereunder or related hereto. The court or arbitrator will determine, in its sole discretion, the amount of those costs, fees and expenses that would be just and reasonable to award under all of the circumstances.

14. Termination. This contract shall be terminated upon written notice to Expert from Client at any time, by Expert's withdrawal pursuant to paragraph 11, 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.

15. General. This Agreement and all documents referenced herein, if any, constitute the complete and final agreement of the parties regarding the subject matter hereof and supersede all prior and contemporaneous understandings and agreements, whether written or oral, between the parties relating to the subject matter hereof. This Agreement and the rights, interests and obligations hereunder are binding upon and inure to the benefit of the parties, their successors and permitted assigns and all other persons making any claim through them.

16. 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.

Please sign and return indicating your agreement to these terms.

We look forward to assisting on the Project.

MATTER: _____

Client: _____

Expert: _____

Date: _____