
Craig B. Forry, Esq., GRI, REALTOR®

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Date: _____

Retaining Attorney Name ("Client"): _____

Name of Party Represented: _____

Case Name: _____ Case No.: _____

Court: _____

The purpose of this letter agreement ("Agreement") is to confirm the terms on which the Retaining Attorney signing below ("Client") is retaining Craig B. Forry ("Expert") to provide expert witness consultation and testimony on behalf of the party or parties that Client represents in the above-referenced case ("Matter").

This will confirm that the Client has received the authority of the party or parties that Client represents in the Matter to retain Expert to review documents and other information at the Client's direction, to formulate and develop opinions and conclusions, and to report directly to the Client. The services of Expert are provided to the Client as the attorney responsible for the Matter, and for purposes of this Agreement, the Client is retaining Expert and is responsible for payment of Expert's fees, plus any out-of-pocket costs, as set forth in the schedule of fees and costs that is set forth below.

1. Scope of Service. The Client is retaining Expert as the Client's expert witness to review material and documents that the Client provides to Expert in order to provide the Client with forensic consultation and opinions, and to testify regarding forensic opinions at deposition, mediation, trial or arbitration. Expert agrees to provide the Client with forensic witness services as may be reasonably required by the Client in the Matter. This agreement is intended to govern all services that Expert may provide in the Matter and any amendment to this Agreement must be in writing and signed by the Client and Expert.

2. Client's Responsibility. The Client agrees to provide Expert with all of the information and materials reasonably available in the Matter and to be truthful with Expert, to cooperate with Expert in communications, to keep Expert informed of all developments in the Matter in a timely manner, to comply with this Agreement, to pay all retainers requested in advance of the services provided, to timely pay Expert's bills submitted to the Client, and to provide as much advance notice as possible of all appearances that Expert may be required to attend.

3. Communications. During the scope of Expert's services in the Matter, all communications between the Client and Expert, and with the persons or parties represented by the Client, as well as communications between Expert and any attorney, agent, or employee acting on the Client's behalf, will be confidential and treated as such to the greatest extent possible. Expert will maintain an expert witness file that will include all non-confidential information that is

required to be produced by Expert during expert discovery in the Matter.

4. Retainers.

a. Expert will receive an initial retainer of \$1,500 that is non-refundable and is earned upon receipt. Payment of this retainer shall be used for up to five (5) hours of review of pertinent materials, research, meetings and communications, at \$300 per hour, and allows Client to designate Expert as an expert witness in the Matter.

b. Expert will receive additional retainers to review additional materials and prepare for deposition and trial testimony depending upon the nature and scope of services required at the rate of \$300 per hour for review of materials and preparation for testimony. Expert will receive \$450 per hour for deposition and trial testimony. These additional retainers will be deposited into Expert's trust account and will be applied to any outstanding balance remaining at the conclusion of Expert's services in the Matter.

c. Additional retainers may be requested depending upon the nature and scope of services requested, and such additional retainers shall be paid within ten (10) days of Expert's request. After any deposition, mediation, trial or arbitration is set, the Client agrees to pay all sums then owing to Expert and to deposit such additional fees and costs that Expert may estimate will be incurred for preparation for and attending the events or hearings before Expert attends such events or hearings. Any unused retainers will be refunded at the conclusion of Expert's services in the Matter. All estimates of the fees and costs that may be required for Expert's services in this action are approximations and not predictions of the actual amounts that may be required, and the actual amounts due are subject to the actual services requested and performed as set forth in Expert's billings.

5. Designation As Expert, No Guarantees, and Lien. Expert will not be designated as an expert on behalf of any party represented by the Client without Expert's written authority, and such authority will only be provided upon Expert's receipt of this Agreement executed by the Client and the initial retainer described above in paragraph 4(a). Any designation of Expert that does not comply with this provision is void and will not require Expert to provide any services or appear at any hearing or discovery event. Expert has not made any guarantees, promises, or warranties regarding the success or lack thereof of any causes of action or courses of conduct in the Matter and all expressions relative thereto are matters of opinion only. Nothing in this Agreement or in any representations or communications by Expert are to be construed as a guarantee, promise or warranty about the outcome or results of the Matter. The Client and all persons or parties represented in the Matter by the Client hereby grant to Expert all general, possessory, and retaining liens, and all special or charging liens known to common law on any fees or recovery owed or paid to the Client for Expert's unpaid fees, costs, and expenses, on any amount recovered in the Matter by settlement, arbitration award, judgment at trial, or otherwise. A lien acts as security for payment due to Expert by the Client, and this lien could delay payments to the Client until any disputes over the amount to be paid to Expert are resolved. Expert's professional opinions will be based upon the documents presented for Expert evaluation and Expert's independent research and analysis, and Expert reserves the right to change opinions upon receipt and review of further information or evidence.

6. Billing Statements.

a. Billing statements will be prepared by Expert and forwarded to the Client as may be required by the nature and scope of the services requested and provided. All statements

are due and payable within ten (10) days after submission to the Client, and any amounts unpaid thereafter shall accrue interest at the rate of ten percent (10%) per annum until paid in full.

b. Expert will bill and receive payment at the following rates:

Review of document and materials, formulation of opinions, documenting materials and documents reviewed, and preparation for testimony at deposition, mediation, trial or arbitration, and meetings and communications	\$300 per hour
Testimony at depositions, mediation, trial or arbitration	\$450 per hour
Travel to meetings and appearances and waiting time	\$200 per hour

c. In addition, costs and expenses that will be charged to the Client include photocopies (\$.35 per page), postage, mileage (\$.75 per mile), plane fare, hotels, and parking.

7. Term of this Agreement. This Agreement shall become operative upon its execution by the Client and its return to Expert together with the initial retainer described above, and the effective date may be retroactive to the date that Expert first performs any services. This Agreement may be terminated by the Client or Expert at any time, upon three (3) days written notice by mail, email, or fax, without any additional time depending upon the method of communication. This Agreement is subject to termination by Expert in the event the Client fails to pay any retainers or bills submitted by Expert in the Matter. All of Expert's rights to collect any fees and costs owed to Expert under this Agreement shall survive the termination of this Agreement, and in the event any litigation arises out of this Agreement between the parties, the prevailing party in such litigation shall be entitled to recover reasonable attorneys fees and costs. Client agrees that Expert may refer to Expert's services to Client for marketing purposes.

8. Records Produced to Third Parties. Production of Expert's records and files regarding this matter may be required by a subpoena served on Expert on behalf of the opposition in the Matter or third parties, and Expert will provide reasonable notice of such requests to the Client to enable Client to make or present any objections that the Client may deem necessary or appropriate. However, unless served with a protective order approved by the Court or stipulation of all parties involved in the matter, Expert reserves the right to comply with the subpoena as Expert may deem appropriate. Records will be kept on file for five (5) years, and may be destroyed after that time unless Client makes a written request for copies or preservation of the records.

Client confirms Client's agreement to the foregoing terms and conditions by signing a copy of this letter Agreement and returning it to Expert, along with the initial \$1,500 retainer, and together with any documents or materials that Expert is requested to review.

As the Client under this Agreement, I understand and agree to the terms and conditions set forth above as of the date set forth above.

_____ (Client's Signature)

As the Expert under this Agreement, I understand and agree to the terms and conditions set forth above as of the date set forth above.

_____ (Expert's Signature)