

# EXPERT WITNESS SERVICES, INC.

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## RETAINER AGREEMENT FOR CONSULTING SERVICES BETWEEN FORENSIC CONSULTANT [Reconstructionist] AND CLIENT

This Agreement is by and between Expert Witness Services, Inc, referred to herein as "the Forensic Consultant [Reconstructionist]" and the Client {The Client is defined as being the person signing this Agreement} in the matter of

\_\_\_\_\_ vs. \_\_\_\_\_

The Client is representing \_\_\_\_\_ who would be the Plaintiff/Defendant should this matter go to formal litigation, arbitration, or mediation.

### A. PURPOSE OF RETENTION

The Forensic Consultant [Forensic Consultant] is hereby retained for the purpose of review of data, information, and potential evidence, scientific and technical investigation, analysis, calculations, event reconstruction, conclusions, reports, and other similar work including consultation with the client and others, in the referenced matter. There is no guarantee that the facts, results, and opinions will be favorable to the retaining party. Initially, the primary issue to be addressed is

\_\_\_\_\_  
\_\_\_\_\_

Supplemental issues or questions to be considered at this stage are \_\_\_\_\_

### B. FORENSIC CONSULTANT'S FEE SCHEDULE

**B(1). ALL SCIENTIFIC and TECHNICAL INVESTIGATION & ANALYSIS and RELATED PROFESSIONAL WORK TO BE PERFORMED BY THE FORENSIC CONSULTANT:**

**\$275 PER HOUR** (Scene work or testing required to be performed between 5:00 P.M. and 10:00 P.M. will be charged at 110% of normal hourly fee; Work required to be performed between 10:00 P.M. And 8:00 A.M., or on Official California State or Federal Holidays will be charged at 120% of the normal hourly fee.)

**This charge includes normal secretarial, clerical, technician, and safety back-up time, use of our equipment and computer resources, and mileage within California.**

**Any out-of-pocket expenses incurred specifically for this case will be charged to the client.**

Accepted \_\_\_\_\_

**B(2). OUTSIDE PROFESSIONAL CONSULTANTS** required to be engaged through us at the direction of the client will require a pre-payment equal to 8 hours at that particular specialist's hourly or daily rate, and a written guarantee of payment of any fees and costs which exceed the deposit for that particular consultant. The time required by the forensic consultant to locate, consult with, and technically oversee the work of such outside professionals will be charged at \$275 per hour. [Such outside professional consultants may include, but are not limited to metallurgists, CDR downloads, vehicle mechanics, construction trades specialists, structural engineers, electrical & electronics engineers, private investigators, interpreters, etc.]

**B(3). EXPENSES:**

The Client shall reimburse the Forensic Consultant for all out-of-pocket expenses incurred in this matter, for example, costs for long distance phone calls, sending faxes, photography, of documents, preparation of exhibits, and other reasonable expenditures. For out of town trips, the Client will also pay the costs for meals, lodging, transportation, phone calls, and other similar expenses.

**B(4). PAYMENT:**

All payments shall be made to **Expert Witness Services, Inc.**, NOT the individual expert. Expert Witness Services Inc.'s TIN is 95-3121248.

**C. TERMS OF ENGAGEMENT:**

The Client is responsible for payment of the Forensic Consultant's services regardless of arrangements the Client makes with others. Billing for services will be on quarter hour increments. Services and expenses will be billed monthly or at other intervals deemed appropriate by the Forensic Consultant. **Payment is due upon receipt of a statement.** An unpaid account is delinquent after 30 days from the date of the initial billing and is charged a re-billing fee of \$50.

The Client agrees to make every reasonable effort to obtain whatever documents, witness information, photographs, drawings, manuals, or other information the Forensic Consultant deems necessary to perform the requested work, In the event such information is not obtained and provided, the Client will provide a written letter or statement explaining the reason(s) for not providing the requested information. It is the obligation of the Client to obtain ALL necessary permissions prior to the Forensic Consultant performing any scene, site, equipment, or other examination of evidence not in the custody or legal control of the Client.

The Forensic Consultant has the right to resign from performing further services for the Client, without penalty, on any and all cases that the Forensic Consultant is working on for the Client, due to (1) a breach of contract as a result of non-payment of fees and expenses, or (2) the failure to provide the Forensic Consultant with information deemed essential to his work.

Any and all costs of collections are chargeable to the Client. It is agreed that, should litigation become necessary between the Forensic Consultant and the Client on any matter, the laws of the State of California shall govern and the Court of jurisdiction shall be the District Court of San Diego County, California. The Client agrees that he/she has examined the credentials of the Forensic Consultant and has determined that he is qualified to perform the services requested.

Accepted \_\_\_\_\_

**D. BASIS OF ENGAGING THE FORENSIC CONSULTANT:**

The Forensic Consultant, as an independent professional, will provide scientific and technical forensic consulting services for the Client for which payment to the Forensic Consultant is not dependent upon the findings which the Forensic Consultant renders, nor on the results of any legal action, mediation, arbitration, settlement, contractual or legal obligations of others.

**E. COMPUTER GENERATED GRAPHICS FOR EXHIBITS:**

**STATIC EXHIBITS \$75-\$200 per hour + Materials depending on the exhibit.**

**ANIMATED Simulations/Reconstructions ON CD or DVD \$ 150 per hour.**

**F. EXPERT SWORN TESTIMONY:**

**Sworn Testimony is a Separate Engagement which will be charged at \$375.00 per hour from time of arrival at the designated hearing location until excused from the proceeding (with a 2 hour minimum).**

**IF the sworn testimony is taken in the offices of Expert Witness Services, the fee is \$325.00 per hour with a 2 hour minimum, from the scheduled start of the deposition until all aspects of the proceeding are completed. All other time, including portal-to-portal travel will be charged at the normal hourly rate.**

Time taken for breaks or meals will also be charged. Preparation time will be billed under item 1 above. The minimum fee of 4 hours will be charged when a notice of postponement or cancellation is not received by the Forensic Consultant at least two (2) full working days in advance of the Forensic Consultant's scheduled departure from his office or his home for that event.

The Client is responsible for payment of all fees and expenses for a deposition when those fees and expenses for the deposition have not been paid by the opposing attorney or by others within 30 days after the deposition is given. The Client is responsible for the cost of a deposition transcript in the case that one is not provided to the expert for review. **All bills for services rendered prior to a deposition or trial must be paid in full prior to testimony being offered by the Forensic Consultant.**

If an attorney, regardless of the relationship with the Client, lists the Forensic Consultant on a witness list without the knowledge and express consent of the Forensic Consultant, that attorney is subject to a minimum fee of 2 hours charged at the rate of 3 times the normal hourly rate and for any subsequent work also billed at the rate of 3 times the normal hourly rate, whether or not the Forensic Consultant for the case performs any additional work on, or gives sworn testimony in the matter.

**G. TO BEGIN WORK ON A CASE, WE REQUIRE:**

- a) a letter retaining our services and describing the primary concerns that you wish us to address;
- b) Signed and dated copy of the Retainer Agreement
- c) notification of any time constraints, dollar limitations, and Court dates;
- d) copies of any police or other official reports, medical summaries, client statements, pleadings (if filed), depositions (if any), photographs; and
- e) **a Retainer of \$2400** to be applied to the first 8 hours of work + expenses on this matter. Any unexpended funds will either be refunded or applied to a sworn testimony appearance.

Accepted \_\_\_\_\_

I accept the terms and conditions of this 4 page Agreement for Services as stated herein:

Client's Name (referred to above as the Client)

{Print} \_\_\_\_\_

Client's Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

\_\_\_\_\_  
Client is representing, or agent for,

{Name} \_\_\_\_\_

Engagement is accepted for Forensic Consultant by \_\_\_\_\_ on \_\_\_\_\_

Daniel W. Vomhof III

e-mail: dv3@4n6xpert.com

***If the Retainer Agreement is accepted by the Client with no changes, the Retainer Agreement will be accepted by the Forensic Consultant, and no copy will be sent back to the Client.***

Accepted \_\_\_\_\_

## F.Y.I.

### Typical Time Requirements:

Preliminary File Review - 2-4 hours once we have received Accident report, photographs, statements etc. Review is based upon supplied materials only, and does not include in-depth calculations or a written report.

Full Evaluation/Reconstruction 8-60+ hours depending on complexity and data provided

Scene examination - 3-8 hours, depending upon location, complexity, and traffic

Documents review - 3 minutes per page AVERAGE, with file notation

Photographs review - 10-20 minutes per photograph depending on case complexity

Preliminary data analysis - 4-8 hours, **not including** scale scene diagram or detailed written report

Vehicle Collision Animation - 3-8 hours minimum for a basic 2 vehicle collision.

Results typically include 3 views - one from the direction each vehicle came from and one at ~ 45 degrees to the impact point.

Additional views (witnesses, driver eye height, etc.) are provided at 1-3 hours additional time per view.

Complex collisions involving roll-overs, occupant ejections, etc. are quoted separately.

Written Reports 1-4+ hours, dependent on case complexity and report requirements.

### **DAUBERT & Federal Court Reports are a Minimum of 12 hours!**

In the long run, the **more** information provided ( Accident reports, medical summaries, depositions with key word indices, repair invoices / estimates, photographs of all vehicles and scene, **including** insurance co. and Law enforcement photos, statements by parties and witnesses) the lower will be the time/costs involved!

Please remember that the above are ESTIMATES of the typical time requirements for each task.

Time requirements in your situation may vary greatly from the above depending upon YOUR fact situation and Case complexity. The above times do not include any travel time to travel to an incident scene, vehicles, or other evidence which may need to be examined.