

EXPERT WITNESS ENGAGEMENT AGREEMENT

1. SERVICES TO BE PROVIDED BY EXPERT

Client hereby engages Casey Fetrow, DBA/Truck Accident Expert LLC, hereinafter referred to as "Expert" and hereby agrees to provide expert witness services reasonably required to represent Client in connection with the matter (The "Matter") herein described. In order to enable Expert effectively to render these services, Client shall be truthful with Expert in discussing the Matter and shall keep Expert apprised of all due regarding the Matter. Client shall otherwise cooperate with Expert in the Matter and shall be reasonably available to attend meetings, appearances, or other proceeding in connection with the Matter. Expert accepts said employment and agrees to take such steps as are reasonable advisable to represent Client's position.

2. FEES

All services are billed hourly. See fee schedule for all charges. Hours are billed as follows:

- A- Casework and Consulting- \$200.00 per hour
- B- Depositions: \$300.00 per hour
- C- Court Appearances: \$300.00 per hour
- D- Clerical Work: \$100.00
- E- Productions and Presentations: \$200.00 per hour
- F- Travel: \$0.00 per hour (there is no hourly charge for travel, just expenses)

3. EXPENSES

- A - All ordinary and necessary costs are fully reimbursable, including charges for photocopying, postage, express mail, messengers, telephone, computerized research, and other similar expenses.
- B - Air fare: First Class or Business Class (if First Class is not available). If First Class or Business Class service is not offered, next full fair service will be chosen.
- C - Hotel and Meals: Best commercial rate at a full service hotel. All meals while traveling.
- D - Rental Car: All expenses for rental car while traveling.
- E - Mileage if using own car \$.50 / mi.

4. PAYMENT POLICY

- A - The billing schedule is monthly (on the first of every month). Payment is due upon receipt of invoice.
- B - Accounts delinquent more than forty five (45) days will be charged a late charge of 15% per annum (or the maximum allowed by law, whichever is less) on all amounts past due.
- C - In the event that a bill remains unpaid for sixty (60) or more days after the date of issuance, Expert shall have the unrestricted right to resign from performing additional services for the client-attorney on any and all cases that expert is working on for the client-attorney's firm.
- D - Final billing will be rendered upon notification that matter has been settled, terminated or that Expert's services are no longer needed.

E - If legal or other expenses are incurred in the collection of outstanding amounts due, such expenses will be added to the outstanding balance.

5. OTHER TERMS

A - Client shall provide, at no expense to the Expert, a copy of the designation of the Expert, deposition testimony and any declaration executed by the Expert. Client shall be entitled to receive, upon request, a copy of any notes, analyses or other documents created and retained by Expert in the course of this engagement, the originals of which shall remain in the property of the Expert.

B - Client shall make reasonable efforts to ensure that deposition notices for the depositions of the Expert comply with pertinent provisions of the CCP, including scheduling, time estimates, and tendering appropriate fees. Client shall be responsible for any shortfall in the payment of the Expert fees under the rate set forth herein for deposition by opposing counsel to the extent the full amount of such fees are not tendered within five (5) days of receipt by opposing counsel of the Expert's invoice for such fees or in the event a court reduces the Expert's rate to a rate below that agreed to herein. The Expert agrees to cooperate in any effort Client deems reasonably necessary to oppose any effort to reduce the Expert's rate or to recover from opposing counsel.

C - The Expert agrees to make every reasonable effort to accommodate scheduling of depositions.

D - The Expert's methodology is to avoid any written reports or opinions without specific authorization or request of Client.

6. TERMINATION OF SERVICE

A - Client shall have the right at any time to terminate Expert's service without cause upon written notice to the Expert, and Expert shall immediately after receiving such notice cease to render additional services. Such termination shall not however, relieve Client of the obligation to pay the fees due for services rendered and costs incurred prior to such termination.

B - If Client fails to meet any of Client's obligations under this Agreement, Expert shall have the right to terminate this Agreement, and Client shall take all steps necessary to free Expert of any further obligations, including without limitation and execution of any documents necessary to complete Expert's discharge or withdrawal.

7. BINDING ARBITRATION

The parties hereto agree that any dispute under this Agreement shall be submitted to binding arbitration pursuant to the Oregon Business and Professions Code. The prevailing party shall be awarded its reasonable costs and Attorney's fees.

8. MATTER

Representation as Expert Witness for the purpose of litigation support in:

9. DISCLAIMER

Expert has made no promises or guarantees to Client concerning the outcome of the Matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

10. RESPONSIBILITY FOR PAYMENT

This agreement is by and between the Expert and counsel or council's firm. As such, counsel and/or counsel's law firm shall remain responsible for remitting the Expert's fees and costs. Payment of such fees shall not be contingent upon collection or reimbursement between counsel and his/her client.

AGREED:

Casey Fetrow

Truck Accident Expert LLC

Date

Client Signature

Date

Client Printed