

SKORHEIM & ASSOCIATES, AAC
STANDARD ENGAGEMENT LETTER
[CONSULTANT/EXPERT WITNESS]

Date

Attorney Name, Esquire
Attorney Firm Name
Address
City, State Zip Code

Re: Plaintiffs v. Defendants

Dear Mr./Mrs./Ms. Attorney Name:

We are pleased to be retained by you as consultants with respect to your representation of _____ (“Client”) in the above referenced matter. In addition, we may be asked to provide expert witness services and testimony in this matter should it become necessary. We will maintain the confidentiality of all information and documentation received during our work and will abide by all court orders regarding the disclosure of information relating to this matter. We do not warrant or predict the development or outcome of this matter and our fees are not contingent on the results.

Our fees will be based on actual hours expended at our standard rates, plus out-of-pocket costs. Current hourly rates are:

Partners and Managers	\$300 - \$440 per hour
Seniors and Staff Accountants	\$100 - \$300 per hour
Paraprofessionals and Staff	\$ 50 - \$100 per hour

Our rates are subject to change periodically with or without notice. Occasionally we may use independent contractors to assist in our assignment subject to the same fee schedule. Fees, with costs, will be billed to your Client monthly during periods of activity on your behalf. Your Client shall also be billed for out-of-pocket expenses such as delivery service, postage, telephone, travel, meals and lodging, photocopy, computer charges and other expenses, etc., and a periodic office overhead charge not to exceed 5% of our fees and out-of-pocket expenses. Invoiced amounts are due and payable upon receipt of invoice.

By fully executing a duplicate original of this letter and sending it to us, you and your Client are confirming that the terms of this letter became effective as of the first date we rendered services in connection with this engagement. In this regard, any and all fees for services performed prior to the execution of this letter, out-of-pocket costs and overhead charges incurred during such time period, will be billed to your Client, and any invoice presented to you that includes such billings is due and payable upon presentation of the invoice.

Any invoices which are past due 30 days or more are subject to a service charge of ten percent (10%) per annum, compounded monthly. If any invoices are past due more than 30 days, we may terminate services until your account is paid in full. Notwithstanding the above terms, all unpaid retainers, fees, expenses and interest must be paid in full prior to deposition, arbitration or trial testimony or the delivery of a report and/or other work products.

It is our Firm's policy to collect a retainer and receive the fully executed engagement letter before we begin providing services. This retainer will be applied to our final invoice for this matter. The retainer for this matter shall be \$10,000.

We understand you are retaining our services on behalf of your Client. While we will be issuing our invoices directly to you, we understand that your Client and not you or your firm, shall be responsible for paying our invoices.

If you or your Client disagree with our fees as shown on any invoice, or with any of our services hereunder, please contact us. Typically, we resolve such disagreements to the satisfaction of both parties with little inconvenience or formality. If we are unable to resolve a dispute, we agree that any such dispute will be submitted for resolution by arbitration to, and in accordance with the rules of, the Judicial Arbitration and Mediation Service (JAMS) of Orange County, California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES OR SERVICES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. Notwithstanding the above, if the amount of the fees and expenses in dispute are less than \$5,000, then we agree that Skorheim & Associates shall have the right to utilize Small Claims Court to resolve our dispute. Further, and in any event, the prevailing party will be entitled to recover its reasonable arbitration and/or attorney's fees and court costs.

Your Client agrees to hold Skorheim & Associates, its owners, employees and agents (collectively "Skorheim & Associates") harmless for any and all liabilities, losses, costs and expenses relating to this engagement, as well as losses or expenses incurred by reason of any action taken or committed to be taken by us in good faith. The foregoing sentence shall not apply to any matter which results from our gross negligence or willful misconduct. In any case, however, our total liability and that of our owners, employees and agents for all claims of any kind arising out of, relating to or connected with this engagement shall be limited to the total fees paid to us under this engagement.

Any written reports or other documents which we prepare in connection with this engagement are to be used only for the purpose of this matter and may not be published or used for any other purpose without our prior written consent.

Our policy is to maintain a case file for this matter for one year after the latest of a settlement, verdict, judgment, dismissal, our last testimony or other final disposition in this matter. After this time, we will destroy our case file. If an appeal is filed or if there is any other reason you desire that we maintain our case file after this period, it is your responsibility to notify us of this fact in writing before we destroy our case file.

We have performed an internal search for potential conflicts of interest based on the names of the parties you have provided. As of the date of this letter, we have not found any conflicts of interest with respect to the presently identified parties. We are engaged by new clients everyday and therefore cannot assure that, following our employment, an engagement for a party or related person will not be accepted elsewhere in our Firm. To minimize the chance of a conflict of interest with opposing parties, we suggest that you disclose to them our retention as soon as possible. Should any potential conflict come to our attention, we will advise you immediately.

The value of our Firm's services to you and your Client is founded, in part, on our reputation for professionalism and integrity. Our Firm has been engaged from time to time by a significant number of lawyers and law firms and it is possible that we are or have been engaged by lawyers or law firms representing clients adverse to your Client in this matter. Your engagement of our Firm is expressly conditioned on your agreement not to use the fact of our current or previous engagement by opposing counsel in other matters as a means of enhancing or diminishing our credibility in conjunction with any appearance before a trier-of-fact, unless the personal credibility or integrity of the person testifying is questioned.

Any party may terminate this agreement effective upon written notice to the other parties. In such case, your Client shall be obligated to pay our fees and costs incurred through the effective date of such termination. Your Client agrees to waive all claims and release Skorheim & Associates from liability for any damages whatsoever that may arise as a result of our termination of this agreement.

Again, we are pleased to provide this letter of engagement to you and your Client and hope that it is responsive to your needs and accurately reflects the terms and objectives of our engagement by you and your Client. However, if you or your Client should have any questions or comments, please do not hesitate to contact us at your convenience.

If these arrangements meet with your approval, please sign the enclosed acknowledgment copy of this letter, have your Client sign it as well and return it to us at your earliest opportunity along with a check for the \$10,000 retainer discussed above. We very much look forward to working with you and your Client in this matter.

Sincerely,

James M. Skorheim
for Skorheim & Associates, AAC

Attorney Name, Esquire
Attorney Firm Name

Date
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Approved as to the engagement by:

Attorney: Attorney Name, Esquire

For: Attorney Firm Name

Date: _____

Approved as to the engagement and as to
the fees by:

Client

By: _____

Title: _____

Date: _____